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ITS SCHOOL OF MANAGEMENT

Article 5 Agreement or Memorandum of an agreement

Not Applicable

ITS SCHOOL OF MANAGEMENT

BUNDELKHAND UNIVERSITY JHANSI

ITS SCHOOL OF MANAGEMENT

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MEMORANDUM OF UNDERSTANDING

Between

Bundelkhand University, Jhansi

And

I.T.S School of Management, Ghaziabad

I.T.S School of Management, Mohan Nagar, Ghaziabad - 201007 (UP) (hereafter referred to as ITSSM) and Bundelkhand University, Jhansi(hereafter referred to as BU) herewith sign a memorandum of understanding on/ 2022, which reads as follows:

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate 3. In case of any discrepancy please inform the Competent Authority.





PREAMBLE:

The Primary objective of this Memorandum of Understanding between I.T.S School of Management, Mohan Nagar, Ghaziabad and Bundelkhand University, Jhansi is to create a means of cooperation between the two entities, subject to the terms of this MoU and the laws, regulations, rules and national policies as may be applicable in the duration of the agreement. It shall endeavour to strengthen, promote and develop academic, cultural and research co-operation between the Parties on the basis of equality, mutual benefit and public good.

ARTICLE 1: INTRODUCTION OF PARTICIPANTS

Whereas **I.T.S School of Management, Mohan Nagar, Ghaziabad is a part of** I.T.S - The Education Group is a 25+ years old leading educational group of the country which offers 20 courses to its 8000 students in its 8 Institutes spread over with 5 campuses, endowed with state-of-the-art infrastructure, all modern facilities and more than 700 distinguished faculty members.

Bundelkhand University, Jhansi

WHEREAS BU is a State University that came into existence on August 26, 1975, vide Government of Uttar Pradesh Notification No. 10/15-60/74 under the provision of the U.P. Universities Act. However, though belonging to the younger generation of the Indian Universities, the Bundelkhand University has fast transformed into a University of excellence offering opportunities to the aspiring youths to pursue higher education.

ARTICLE 2: AREAS OF COOPERATION

- 2.1 Both parties agree to encourage the following activities, in particular, to promote national and global academic cooperation in the following areas:
 - a. Institutional exchanges between faculty and staff from each partner institution.
 - b. Support undergraduate/ postgraduate and Research Scholars of partner institutions as Co Guides.
 - c. Exchange of information pertaining to developments in teaching, student development and research.
 - d. Promote and support student and faculty exchange programs.

To provide infrastructure, academic and technical support, subject to availability.

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- f. Organizing training programs and faculty development programs for teachers. Need based training programs for faculty members may be designed, organized and conducted by both Parties.
- g. Co-operation in any other areas or specific areas will be implemented upon mutual agreement and will be outlined in separate agreement and cooperation and addendum to this memorandum upon its signature by the authorised representative as agreed to by the Parties from time to time.

ARTICLE 3: FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.
- 3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.
- 3.3 If any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE 4: EFFECTIVE DATE AND DURATION OF MOU

- 4.1 This Memorandum of Understanding shall become effective from the date of signatures of both parties, or if the dates vary, then the date of the later signature.
- 4.2 The MoU will be valid for a period of five years from the date of signature.
- 4.3 This MoU may be extended with the written consent of both parties.

ARTICLE 5: IPR

- 5.1 Both Parties undertake that they shall not infringe upon any copyright or in exclusive possession of the respective Parties. Both parties shall obtain permission in writing for the usage of any logo, motif, emblem, or any other intellectual property right vested in the respective Parties to be used in connection with the implementation of the present MoU from the respective Party. Each Party is the sole owner of such intellectual property.
- 5.2 Neither Party may use the other party's intellectual property rights without the prior consent of that Party. Nothing contained in this MoU is intended to, or shall be construed to grant to either Party any license or right regarding the other Party's Intellectual Property Rights.

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ARTICLE 6: PUBLICATIONS

Faculty and scholars of both the Institutions may work jointly on publications. The Royalty Intellectual Property Rights, if any, will be shared jointly on mutually agreed terms between the institutions.

ARTICLE 7: CONFIDENTIALITY

During the tenure of the MoU and afterwards, unless both parties permit the disclosure, both Parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of projects covered under this MoU.

ARTICLE 8: AMENDMENTS

No amendment or modification of this MoU shall be valid unless the same is made in writing by all the parties or their authorised representatives and specifically stating the same to be an amendment of this MoU. The modification shall be effective from the date on which they are made unless otherwise agreed to.

ARTICLE 9: FORCE MAJEURE

Both the parties shall have no liability in respect of any delay in carrying of the activities or failure to carry out the activities under this MoU caused due to any acts of the government, or any circumstances outside the reasonable control of the parties hereto.

ARTICLE 10: INDEMNIFICATION

Each party agrees to indemnify each other for any loss or liability or any claims, damages, fines, penalties, losses, costs and expenses incurred due to negligence.

ARTICLE 11: DISPUTE RESOLUTION

All disputes and differences concerning the validity, scope, meaning interpretation or effect of this MoU or any dispute or disagreement between the parties for any matter relating to this memorandum, Director ITSSM, Ghaziabad and Registrar Bundelkhand University, Jhansi will jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibility. In case of any dispute which cannot be settled by mutual discussion an arbitrator may be appointed by each party.





ARTICLE 12: TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of Sixty (60) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 13: COORDINATORS

All activities conducted under this MoU must have the endorsement of the coordinators. At ITSSM, Ghaziabad, the coordinator will be Dr. Anusha Agarwal, Associate Professor I.T.S School of Management, Ghaziabad and at BU the coordinator will be Prof. Aparna Raj, ITHM, BU. Coordinators shall notify their counterparts in case a new person is named to their position.

ARTICLE 14: SIGNATORIES

For and on behalf of ITSSM, Ghaziabad

For and on behalf of BU, Jhansi

Prof. (Dr.) Timira Shukla Director I.T.S School of Management Mohan Nagar, Ghaziabad (U.P.)-201007 Signature and Stamp	Bundakhand University HANSI Signature and Stamp	
PROF. (DR.) TIMIRA SHUKLA Director I.T.S School of Management, Ghaziabad	SHRI VINAY KUMAR SINGH Registrar BU, Jhansi	

Witnesses:

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Anusha Agarwal Associate Professor I.T.S School of Management, Ghaziabad	1. Drudha	1. Spannaleg (Professor Aparia)
2. Mr. Pankaj Kumar Registrar R	2. Emlay	(Dr. Kowster_ Trial)