

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**Jaypee University of Engineering and Technology**

**AND**



**University of Lucknow**

**on**

**(March 04<sup>th</sup>, 2022)**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter called as 'MoU') is

### BETWEEN

**Jaypee University of Engineering and Technology, Guna**, an autonomous private university located in Raghogarh, Guna. This University has its administrative and Head office at Guna, Madhya Pradesh, India, being (hereafter referred to as **JUET, Guna**). the **FIRST PARTY**

### AND

**The University of Lucknow, Lucknow**, an autonomous institute of education and research located in Lucknow having its Administrative and Head office at Lucknow Uttar Pradesh State, India, being the (from now on referred to as "**Lucknow University**") which expression shall, unless be repugnant to the context and meaning thereof, mean and include its successors and permitted assigns and such other subsidiaries, affiliates or entities controlled by Lucknow University) **SECOND PARTY**.

Jaypee University of Engineering and Technology and the University of Lucknow shall be from now on collectively referred to as the "**Parties**" and individually as the "**Party**" for the sake of brevity where the context shall so require.

### WHEREAS

Jaypee University of Engineering & Technology, Guna has been established vide Government of Madhya Pradesh gazette extraordinary No.3 of 2010 dated 29th April 2010 as a private university in the State of MP under the provisions of MP Niji Vishwavidyalaya Adhiniyam 2007. The UGC has notified the university under section 2(f) of the UGC Act, 1956 and accredited by NAAC with Grade "A" in the first cycle of Accreditation in 2016. Jaypee Group sponsors this University. It was earlier Jaypee Institute of Engineering and Technology, Guna, established in 2003 based on the MoU signed between Jaiprakash Sewa Sansthan (a not-for-profit trust) and the Government of Madhya Pradesh.

### WHEREAS

Lucknow University is an autonomous institute of education and research located in Lucknow, Uttar Pradesh, India, established under Article 44 of Uttar Pradesh State

Universities Act, 1973 and under Statute 9.01 of the first Statute of the University of Lucknow. It undertakes undergraduate programmes and awards degrees in graduation and undertakes postgraduate programs and awards degrees in masters and PhD.

JUET, Guna and Lucknow University have agreed to work for joint collaboration on the broad area given below:

**ARTICLE 1: Broad areas of Cooperation**

1. To work jointly on the development and capacity building programmes JUET/Lucknow University launched for better employability and entrepreneurship in sink with the solar mission.
2. Training and visits: Exchange faculty members, trainees, and students to participate in various R&D capacity building programmes, organised jointly or severally.
3. Examine the feasibility of starting certificate/diploma level courses and joint guidance of project/thesis at JUET/ Lucknow University.
4. Extend cooperation for the jointly organise workshop, seminars, conferences, training programmes for the industry and academia, whenever and wherever feasible and preferential treatment to each other in levy of participation, facility use, hostel and guest house fee etc.
5. Provide and share each other's Brochures/Flyers, Reading/Course Materials, Programme information etc.
6. Setting up of Incubation/Innovation/product development centre for RETs. This centre will also focus on incubating/developing business models and consultancy in various aspects of Solar Energy Technologies.
7. Jointly work on Testing Protocol and Development of R&D projects such as the Solar Thermal Technologies, thermal energy storage for different applications, solar-based EV charging stations, performance monitoring of RE technologies, development of online platforms and web tools for broader dissemination of these technologies.
8. Developing as indigenous technology on upcoming renewable energy areas.
9. The scientist/faculty members of both parties may be included as resource persons for delivering lectures/talks on specialized topics in different academic/scientific programmes.
10. Other objectives as may be necessary from time to time and mutually agreed upon.

**ARTICLE 2: Effective date and duration of MoU**

1. This MoU shall be effective from the date of its approval by competent authorities of both parties.
2. Duration of the MoU shall be for a period of 5 years from the effective date.
3. Either party can revoke this MoU by giving one month notice.

**ARTICLE 3: Financial Obligations**

There will be no financial obligation/binding on any of these two organisations.

**ARTICLE 4: Intellectual property (IP) rights**

Lucknow University and JUET agree to respect each other's rights to intellectual property. Intellectual property rights that arises as a result of any collaborative research or joint activity under this MoU would be subject to operate written agreements on ownership and management of such IP and each party agrees to respect ownership of IP of other parties in all dealing, consistent with officially laid down Intellectual Property Rights (IPR) policies of partner institutions.

**ARTICLE 5: Confidentiality**

1. Confidential information includes all communication of information/ideas disclosed/delivered in documentary or tangible form between the parties, including oral, written and machine-readable form, pertaining to the purpose of visit/exchange of students. In case of such information disclosed orally or visually, the disclosing party shall confirm in writing the fact and general nature of each disclosure within thirty (30) days after it is made. The party disclosing the Confidential Information shall be referred to as Disclosing Party. The Party receiving the confidential Information shall be referred to as the Receiving Party.
2. Confidential information includes the information:
  - I. Disclosed by or on behalf of the Disclosing Party to the Receiving Party.
  - II. Otherwise learned or ascertained by the Receiving Party from Inspection and/or evaluation of samples/data identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (samples/data) and/or, otherwise learned or ascertain by the Receiving Party to the Disclosing Party.

3. The obligation of non-disclosure of confidential information shall survive for three (3) years after expiry/termination of this MoU.

**ARTICLE 6: Amendments**

Any amendment and/or agenda to the agreement shall be written and signed by both the parties.

**ARTICLE 7: Resolution of disputes**

Each Party to this MoU shall assume the responsibility and liability for the acts and omissions of its own employees, Deputies, officers of agents, in connection with the performance of their official duties under this MoU. For tort liability purposes, no Participating Party shall be considered the agent of the other participating Party. Each Party to this MoU shall be liable (if at all any) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. All the dispute in regard to this MoU will be settled mutually or can be addressed in the Lucknow Court.

**ARTICLE 8: Arbitration**

In case there be a dispute related to any aspect of academic or research collaboration, the Vice Chancellor of JUET and Lucknow University will jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibility.

**ARTICLE 9: Warranty Authority**

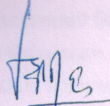
The person(s) executing this agreement on behalf of the parties represent and warrant that each has been duly authorized to execute this MoU on behalf of the parties and will legally bind the institution to all of its terms, performance, and provisions.

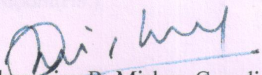
Neither party shall have the authority to represent or otherwise bind the other party, nor shall any of their respective agents, employees or representatives be construed to be the agent, employees or representative of the other.

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IN WITNESS WHEREOF, die undersigned, duly appointed representatives of the parties, have on behalf of the parties signed the present Memorandum of Understanding in two originals at Lucknow, on this day March 4<sup>th</sup>, 2022.

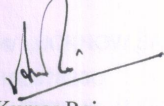
For and on behalf of JUET


  
Prof. J.S.P. Rai  
Vice-Chancellor,  
Jaypee University of Engineering  
and Technology, Guna-473226,  
Madhya Pradesh (India)  
Date: 04-03-2022

  
1. Dr Dhananjay R. Mishra, Coordinator, Centre of  
Excellence for Renewable Energy, Jaypee  
University of Engineering and Technology,  
Guna.

Date: \_\_\_\_\_

For and on behalf of Lucknow  
University

  
Prof. Alok Kumar Rai  
Vice-Chancellor,  
University of Lucknow,  
Lucknow 226 007, Uttar Pradesh  
(India)  
Date: 04-03-2022

  
1. Dr Jyotsna Singh, Associate  
Professor, Physics and Director,  
Institute of New and Renewable  
Energy, University of Lucknow,  
Lucknow.

Date: \_\_\_\_\_



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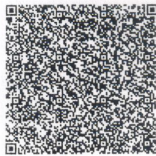
Government of Uttar Pradesh

e-Stamp



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First Party	: JAYPEE UNIVERSITY OF ENGINEERING AND TECHNOLOGY
Second Party	: UNIVERSITY OF LUCKNOW
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Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

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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.

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