

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on 18th day of January 2023 between

Azim Premji University, (hereinafter referred to as "Azim Premji University") a private university established under the Azim Premji University Act, 2010 (Karnataka Act No. 14 of 2010) with its principal place of operations at Survey No. 66, Burugunte Village, Bikkannahalli Main Road, Sarjapura Bengaluru- 562125; and a division of Azim Premji Foundation for Development, a section 25 company registered under the Companies act, 1956 and having its registered office at #134, Doddakannelli, Next to Wipro Corporate Office, Sarjapur Road, Bengaluru - 560035, (which expression shall, unless repugnant to the context, include its successors in interest, administrators and assigns) referred to as First Party;

AND

Janaki Devi Bajaj Rajkiya Kanya Mahavidyalaya, Near Antaghar Circle, Nayapura, Kota, Rajasthan - 324001 (hereinafter referred to as "JDB" which expression shall, unless repugnant to the context, include its successors in interest, administrators, and assigns) referred to as Second Party.

Janaki Devi Bajaj Rajkiya Kanya Mahavidyalaya and Azim Premji University shall be referred to individually as "Party" and jointly as "Parties".

WHEREAS

- A. Azim Premji University is a not-for-profit university established in Karnataka by the Azim Premji University Act, 2010 offering undergraduate and postgraduate programmes in education and development domains.
- B. JDB is a Government Girls college with NAAC 'A' grade accreditation in February 2014.
- C. The Parties are interested in generating resources in Science and other subjects' in Indian languages. Both Parties admit students to their respective undergraduate and postgraduate and other programs many of whom are making a transition from education in their own languages to English as a medium of instruction. These interests provide a common ground for collaboration.
- D. Both Parties welcome collaboration between their members including faculty and students on projects related to resource generation for Science and other streams and are therefore executing this MOU. Parties will respectively provide the required resources to facilitate the collaborative projects from time to time.






1. SCOPE

- 1.1 Members, faculty and students of the Parties shall explore opportunities to generate resources in Science and other streams in native Indian languages. Members of faculty or other resource persons participating in the collaborative projects and who are working towards achieving the common goals as stipulated under this MOU shall receive remuneration for their work from the respective Party that has engaged such persons or resources.
- 1.2 Each Party shall be responsible for payments and bearing the costs of resources engaged by such Party under this MOU. Each Party shall also be responsible to monitor and manage the work done by its respective resources.
- 1.3 The specific modalities of these projects and their specific nature and details shall be mutually discussed, and the Parties shall execute separate agreements as and when the occasions arise.
- 1.4 Each Party shall be liable for the compliance of laws applicable to it and shall indemnify and hold harmless the other Party in respect of any non-compliance.
- 1.5 The University shall identify and refer resources to JDB for translation from English to Hindi and its vetting. JDB shall be responsible to identify resources who are willing to take such assignments in addition to their existing assignments and JDB shall ensure that the said resources perform the work in a manner that is satisfactory to the University.
- 1.6 The rates for the translation of academic or non-academic (articles in publication) from English to Hindi shall be as per the norms of the Azim Premji University.
- 1.7 Apart from the translations, both Parties shall collaborate for the Seminars, Workshops, Readers, debates and discussions and any other academic activities that are in the interest of both the Parties.

2. TERM AND TERMINATION

- 2.1 This MOU shall become effective as of the date of signatures of both Parties, or if the dates vary, then the date of the later signature and shall remain valid for a period of five years unless terminated as per the terms of this MOU.
- 2.2 Either Party may terminate this MOU for convenience by giving (thirty) 30 days' notice to the other of its intention to do so. Activities in progress at the time of termination of this MOU shall be permitted to conclude as planned unless otherwise agreed.





3. CONFIDENTIALITY

- 3.1 Either Party shall hold in confidence all confidential information obtained, received from the other and shall not disclose the same to any third Party without prior written consent of the other, during the term of this MOU and for a period of 5 years from the date of termination of this MOU. Further, unless prior written consent of the either Party is obtained, the other Party shall not use the above-mentioned information for any purpose other than the purpose contemplated under this MOU.
- 3.2 "Confidential information" means all information, marked, designated as such by either Party in writing together with all such information which relates to the teacher training materials, curriculum, teaching methodology, research materials, personal details of students and faculty of either Party, organization affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either Party, or which may be reasonably regarded as the Confidential Information of the disclosing Party. This Clause shall survive the expiration or termination of this MOU.
- 3.3 Exclusions: "Confidential Information" shall not include any information that (i) is or becomes generally known to the public through no fault or breach of this MOU by the receiving Party; (ii) the receiving Party can demonstrate by written evidence was rightfully in the receiving Party's possession the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the receiving Party without use of or access to the disclosing Party's Confidential Information; or (iv) is required by law to be disclosed by the receiving Party.
- 3.4 Injunctive Relief: In the event of unauthorized use, distribution or disclosure of any Confidential Information, the Parties agree that legal remedies may be inadequate, and that the Parties may seek injunctive relief to prevent further unauthorized use, distribution or disclosure.

4. INTELLECTUAL PROPERTY

- 4.1 Each Party shall be responsible to ensure that there is no breach of third-party intellectual property rights in the material created by such Party or resources engaged by it. Each Party shall indemnify and hold harmless the other in respect of third-party intellectual property claims.
- 4.2 Any intellectual property that is created and/or developed during the course of this MOU (i) JDB shall be the sole owner of the intellectual property where a significant amount of resources are from JDB; and (ii) Azim Premji University shall be the sole owner of the intellectual property, where a significant amount of resources are from Azim Premji University.





4.3 The ownership of any intellectual property developed jointly by the Parties during the term of this, MOU shall be jointly vested in both Parties.

5. NO ASSIGNMENT

This MOU shall not be assignable by either Party without the prior written consent of the other.

6. RELATIONSHIP BETWEEN THE PARTIES

- a. The relationship between the Parties to this MOU shall be on principal-to-principal basis and no employee of either Party shall be deemed to be an employee of the other.
- b. Accordingly, all statutory compliances applicable to each Party shall be ensured by such Party independently of the other.

7. FORCE MAJEURE

Both Parties shall have no liability in respect of any delay in carrying out the activities of 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.

8. INDEMNIFICATION

Each Party shall indemnify or keep indemnified the other party for any loss, cost, and expenses caused to the other party due to the negligence, mishandling, application of less technical support, or for any other reason whatsoever.

9. DISPUTE RESOLUTION

All disputes and differences concerning the validity, scope, meaning construction or effect of this MOU or any dispute or disagreement between the Parties hereto as to any matter relating to this MOU which cannot be settled by mutual discussion shall be settled by arbitration by 2 (two) arbitrators, appointed by each Party, in case of difference of opinion between the said two arbitrators, reference made to an umpire, who shall be appointed by arbitrators, and any such decision shall be binding on the Parties.

10. GENERAL

- (a) Modification. This MOU shall not be amended, altered or modified, or any provision herein shall not be waived except by an instrument in writing expressly referring to this MOU and signed by the duly authorized representatives of both the Parties, and no verbal Agreement or conduct of any nature related to the subject matter hereof or to the relationship between the Parties will be considered valid enforceable.





(b) Notices: Any notice or other information required or authorized by this MOU to be given by either Party to other may be given by hand or sent by registered post A.D., or by courier, or by facsimile transmission or comparable means of communication to the other Party at the following Address.

If to Azim Premji University:

Azim Premji University
Survey No. 66, Burugunte Village,
Bikkanahalli Main Road, Sarjapura,
Bengaluru- 562 125

And

Azim Premji Foundation
134, Doddakannelli,
Next to Wipro Corporate Office,
Sarjapura Road, Bengaluru- 560 035

If to Janki Devi Bajaj Rajkiya Kanya Mahavidyalaya:
Near Antaghar Circle,
Nayapura, Kota,
Rajasthan – 324001

(c) Applicable Law. This MOU shall be governed by the Laws in India and each of the Parties submits to the jurisdiction of the courts of Bengaluru.

IN WITNESS WHEREOF the Parties hereto have duly caused these presents to be executed on the Eighteenth day of January, Two-Thousand And Twenty-Three.

By:





Name: Mr. Manoj P
Registrar and Chief Operating Officer
Azim Premji University

Date:

By:



Name: Dr. Sanjay Bhargava
Principal
Janki Devi Bajaj Rajkiya Kanya Mahavidyalaya


Date: