MEMORANDUM OF UNDERSTANDING
FOR ACADEMIC & RESEARCH COLLABORATION

BETWEEN

DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY, AHMEDABAD, GUJARAT

AND

IILM UNIVERSITY, GURUGRAM

AGREEMENT

The Agreement is executed at Gurugram on the 25 day of May 2021.

BY AND BETWEEN

AND

DR BABASAHEB AMBEDKAR OPEN UNIVERSITY, Ahmedabad, Gujarat through Prof. Ami Upadhyay, Vice Chancellor (hereinafter referred to as **"DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) on the **First Part**.

IILM UNIVERSITY, GURUGRAM having its Campus at Sector 53, DLF Golf Course Road, Gurugram, Haryana -122003 through Dr. Sujata Shahi, Vice Chancellor (hereinafter referred to as **"IILM UNIVERSITY, GURUGRAM"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) on the **Second Part,**

Purpose of Cooperation

Based on the professional teaching & research advantages of both the parties, they shall create new platform to cultivate high level of training & research in the area of Academics, Innovation, Startup and Entrepreneurship.

The cooperation between the two contracting institutions i.e., Dr. Babasaheb Ambedkar Open University and IILM University is with a purpose to:

- Exchange faculties for lecturing, seminars, consultation and joint research work.
- Exchange Ph.D / PG students for training and joint project research work.
- Identify new areas for development of joint research in the spheres of mutual interest.
- Cooperation on new and existing academic programmes.
- Identify areas for development in the field of Innovation, Startup and Entrepreneurship.
- Advisory/ Consultancy services.
- Emersion program for 1 – 2 week.
- Any other activities viewed to be potentially mutually beneficial.

Content and Method of the Cooperation

a) For Ph.D/Post-Graduation courses: Both Universities agree to adhere to follow the UGC or any Central / State government guidelines.

b) Structure of programmes: It will follow the structure as mentioned by UGC for courses and will be jointly approved by IILM University and Dr. Babasaheb Ambedkar Open University.

c) Both universities will identify areas for Innovation, Startup and Entrepreneurship and Academic Research.

d) Both University will identify areas for lecturing, seminars, consultation, joint project research work and research paper publications.

e) Both University will identify areas for Advisory/Consultancy services.

Structure of Management

A joint management committee will be formed which would be responsible for the correct performance in the areas of cooperation. All members of this committee should be nominated in a mutually acceptable manner by both parties. It will include three representatives each from Dr. Babasaheb Ambedkar Open University and IILM University.

Rights and Obligations of both the parties

Based on the scope of the MOU, both the Universities collectively need to prepare the methodology of instructions and its effective implementation in the areas of interest.

Amendment to Agreement

Any amendments to this agreement resulting from a change of circumstances or any other legal causes shall be agreed upon by both parties and effected by a resolution of the joint management commission and ratified by the Board of Management of IILM University and Board of Management of Dr. Babasaheb Ambedkar Open University.

Arbitration of Disputes

All activities conducted under this memorandum of understanding will be in accordance with all applicable rules and regulations of both the institutions and all applicable central state and local laws rules and regulations if there is any dispute it will be resolved mutually, failing which the matter should be referred to arbitrator who shall be appointed with consent of both the parties. This MOU Shall be governed by and construed in accordance with the laws of MOU between BAOU & IILM UNIVERSITY, Gurugram, Republic of Bharat. All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of Bharat, without reference to conflict of laws principles. All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will conducted in accordance with the Arbitration and Conciliation Act,1996, as may be in force time to time. The arbitration proceeding will be conducted in Hindi, English or any Bharatiya Language and the seat of arbitration will be New Delhi.

Effectiveness duration and Termination of Agreement

This agreement will come into effect after signed by representatives of both universities the duration of the agreement is 5 years.

The agreement can be extended if both parties agree upon the extension of six months prior to the expiry of the terms.

The agreement can be terminated by each party by submitting a written application along with explanation which will terminate both parties' commitments to future but not to existing registered students. Upon termination or expiry of agreement both universities should continue to deliver services to existing activities to its completion.

Agreement of implementation

A detailed description of the scope of any cooperative activities by the parties shall be defined in one or more agreements of implementation, each agreement of implementation will include such terms as:

(a) Elaboration of responsibilities of each institution for the agreed activities.

(b) Schedule for Specific activity.

(c) Infrastructure provided by the Universities.

(d) Intellectual Property ownership of the results of collaborative research activities.

(e) Publication rights and appropriate credit to the parties and their respective personnel of the research activities.

(f) Insurance and General legal provisions relating to the collaboration.

(g) Any other terms deemed necessary for the effective management of the activity in accordance with all applicable law in the areas of education and reservations.

(h) For matter/s involving/relating to Finances, BAOU will take the prior approval from Academic Planning Board(BAOU) and Board of Management (BAOU).

Signature of both Parties

Prof. Ami U. Upadhyay, VC
For DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY.

Date:

Sujata Shahi

Dr Sujata Shahi, VC
For IILM University

Date: 22/06/2021