



MEMORANDUM OF UNDERSTANDING

Academic and Research & Innovation Collaboration

THIS MEMORANDUM OF UNDERSTANDING is made on this 13th day of March of year 2020, between the *U.S. UNIVERSITY SHIKHARAD, U.P., INDIA* (hereinafter called '*UNIVERSITY*') and *Vivo soft Technologies noida* having office at *Tech 2, World Trade Centre, Plot No TZ - 13A, Techzone (I,T Park), Greater Noida, Noida, Uttar Pradesh, 201301*, through their respective representatives as undersigned (both *UNIVERSITY* and *ASSOCIATE*) combinedly hereinafter called '*PARTIES*').

WHEREAS it has been the belief of the *UNIVERSITY* that the process of higher education and research can be enriched through empower the Human Community through international understanding strengthened, and recognizing the benefits to their respective institution from the establishment of international links and cooperation,



AND WHEREAS in pursuance of the aforementioned objectives of the *UNIVERSITY* it is proposed to extend academic, research, and innovation cooperation to promote mutual services from both sides for the benefit of human kind, as per this agreement.

THE '*ASSOCIATE*' and THE '*UNIVERSITY*' HEREOF AGREE AS FOLLOWS:

1. Both parties agree to cooperate with each other in the areas of mutual interest in academics, research, skill development, talent exchange, publication, promotions, projects, facilitation, and others.
2. Both parties agree and shall endeavor to promote collaborative activities in different areas of mutual interest on a basis of equality and reciprocity, which shall include but not be limited to the following:
 - a. Exchange of academic information and materials
 - b. Promoting academic and research cooperation as mutually agreed
 - c. Exchange of faculty, researchers, and other academic/research/administrative staff
 - d. Exchange of students (graduate and undergraduate) to be specified in separately negotiated agreements
 - e. Conducting collaborative academic and research projects
 - f. Conducting lectures and organizing symposia at National and International level
 - g. Establishment of research development center for academic and industrial purposes on mutual/social benefit
 - h. Skill Development through specialized trainings, workshops, and collaborative awareness programs for students, faculty members, staff members, and associates.
3. The terms of cooperation for each specific activity implemented under this MOU shall be mutually discussed and agreed upon in writing by both parties in a separate agreement, prior to the initiation of that activity. Any such implementation agreements will form appendices to this memorandum of Understanding.
4. The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed between the faculties, schools or institutes, which carry out the specific projects. Both institutions agree to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.

5. Financial and/or funding considerations shall become the subject of specific discussion and agreement within the framework of a separate implementation agreement. No financial commitment whatsoever, on the part of either signatory to this general document, is intended or implied.
6. It is understood that the implementation of any of the types of cooperation stated in clause #2 shall depend upon the availability of resources and financial support at the institution concerned.
7. Should any collaborative research activity under this Agreement result in any potential for intellectual property, both institutions shall seek an equitable and fair understanding as to ownership and other property interests that may arise.
8. The Memorandum of Understanding shall remain in force for a period of five (05) years from the date of the last signature and will be renewed automatically for periods of the same duration unless it is revoked with the understanding that it may be terminated by the appropriate authorities of either party giving two (2) months' notice to the other party in writing, unless an earlier termination date is mutually agreed upon. The MOU may be amended or extended by mutual written consent of the two parties.
9. The Memorandum of Understanding (MOU) as outlined in this document is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of those institutions involved and to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either institution, nor may any constraints be imposed by either upon the other, and nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the parties.
10. Each institution shall designate a liaison officer to develop and coordinate the specific activities agreed upon. The designated liaison officers for this Memorandum of Understanding are:

Signed and Stamped in mutual consent under the assigned/embedded authority of the individual(s)

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| <p style="text-align: center;">For and on behalf of The 'Vivo soft Technologies noida'</p> <div style="text-align: center;">  </div> <p style="text-align: center;">..... (signature with stamp)</p> <p>Date: <u>13-03-2020</u></p> <p>Place:</p> | <p style="text-align: center;">For and on behalf of The 'J S UNIVERSITY'</p> <div style="text-align: center;">  </div> <p style="text-align: center;">..... (signature with stamp)</p> <p>Date: <u>13-03-2020</u></p> <p>Place:</p> |
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