



University of Delhi

[GENERIC TEMPLATE FOR MOU]

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF DELHI, DELHI, INDIA
AND**

(Name of the Partner institution, province, Country)

This Memorandum of Understanding (hereinafter referred to as “MoU”) establishes relationship between University of Delhi, Delhi, India (hereinafter referred to as “UoD”) duly represented by its Registrar, Dr. Vikas Gupta, acting under the Delhi University Act, 1922, its Statutes and Ordinances, and (Partner University details) (hereinafter referred to as “___”), being duly represented by its _____(designation of the signatory), _____(name of the signatory).

The ‘UoD’ and ‘___’ are hereinafter jointly referred to as “Parties”, and individually as “Party”.

WHEREAS, the University of Delhi, incorporated under the Delhi University Act 1922, is a premier Central university of the country with an illustrious century old legacy and international acclaim for highest academic standards, diverse educational programmes, distinguished faculty, illustrious alumni, varied co-curricular activities and modern infrastructure. The University aims to provide the highest quality education to students, nurture their talent, promote intellectual growth and shape their personal development; remain dedicated and steadfast in the pursuit of truth aligned with its motto - “**Nishtha Dhriti Satyam**” and serve humanity through the creation of well-rounded, multi-skilled and socially responsible global citizens.

AND WHEREAS, the _____(name of the partner university, and its details)

Article I: Definition Clause

For the purpose of this MoU:

- ‘Agreement’ refers to this Memorandum of Understanding and any amendments made thereto from time to time by mutual consent of the parties in writing.
- ‘Amendment’ refers to any change, modification, revision or alteration to this MoU, which is mutually agreed upon by the Parties in writing.
- ‘Collaboration’ refers to the joint and cooperative activities undertaken by the Parties following the entry into force of this agreement.
- ‘Confidential Information’ means any non-public information shared between the Parties and marked as confidential.
- Data Protection refers to the confidential nature and protection of any personal data exchanged or collected during the course of this agreement in compliance with industry



standards and best practices for data protection. It signifies that any such personal data will only be used for the purposes outlined in this MoU and for no other purpose.

- ‘Dispute’ refers to any disagreement or conflict between the Parties that may arise in relation to the terms, interpretation or implementation of this MoU.
- ‘Effective Date’ refers to the date on which this MoU comes into force.
- ‘Force Majeure’ refers to unforeseeable circumstances or events beyond the control of the Parties, such as natural disasters, acts of vandalism, or governmental actions, and the like, that may excuse the Parties from certain obligations under this agreement.
- ‘Governing Law’ indicates the legal jurisdiction that will interpret, enforce, and govern this MoU.
- ‘Home Institution’ is where an individual is officially affiliated, enrolled or based
- ‘Host Institution’ is where an individual belonging to another organization is received and temporarily accommodated.
- ‘Intellectual Property’ denotes the inventive and creative products of the mind which are legally protected. It consists of the rights and ownership associated with such creations. It includes patents, copyrights, trademarks, trade secrets, or other proprietary rights arising from the collaborative activities under this agreement.
- ‘Non-Disclosure Agreement (NDA) denotes a separate written agreement signed by the Parties to legally safeguard confidential information as shared between them.
- ‘Parties’ refers to the entities or individuals who have signed this agreement.
- ‘Representative’ is the individual with authority to sign, implement, and supervise the activities outlined in this MoU on behalf of their Party.
- ‘Review Period’ signifies the specified duration within which the Parties will assess the progress and outcomes of their collaboration.
- ‘Sub-agreement’ refers to the specific cooperation detailed in writing and signed by the Parties in furtherance of the MoU
- ‘Termination’ means the conclusion or end of this MoU.

All terms not defined herein shall be given their ordinary and customary meaning within the context of this Memorandum of Understanding.

Article II: Purpose of the Agreement

The general purpose of this agreement is to establish mutual collaboration and cooperation between the two institutions to promote academics, research and culture. The collaboration and



cooperation may be in any discipline studied in both the institutions and shall seek to facilitate exchange of knowledge, academic resources and support joint initiatives for the mutual benefit.

Article III: Areas of Cooperation

Each Party shall endeavour to take necessary steps to encourage and promote cooperation in the following areas:

- Joint research in the fields of mutual interest
- Exchange of students for Twinning/Dual Degree/Joint Degree Programmes
- Cultural and academic exchange of students
- Exchange visits of teaching faculty for the purpose of teaching, professional development and research experience
- Exchange of administrative staff for capacity building
- Participation in research conferences, symposia and seminars at the invitation of the Party organizing the event.
- Organization of joint academic and cultural events like conferences, summer schools, short term courses etc.
- Other forms of co-operation which the two institutions may jointly agree.

Article IV: Forms of Co-operation/Collaboration

Parties are committed to exploring collaborative and cooperative avenues, for arriving at the most effective ways to achieve the goals outlined in this MoU. The specific forms of co-operation may be detailed in a sub-agreement as mutually agreed upon in writing and signed by the Parties. Such sub-agreement shall form part of this MoU.

Article V: Implementation and Review

The Parties agree to undertake diligent efforts for the effective implementation of the MoU. Implementation activities may include, but are not limited to, the execution of agreed upon plans, regular progress assessments, and timely communication to ensure the successful realization of the goals outlined in this MoU. The Parties shall consult from time to time, at the request of either institution, for the purpose of reviewing the operation of this Agreement.

Article VI: Institutional Coordinators

The Parties shall designate the following authorities as Institutional Coordinators to act as nodal point for implementation of the provisions of the MoU:

- For the University of Delhi:
Name and Designation: Chairperson, International Relations
Email: chairperson_ir@du.ac.in
- For Partner University:
Name and Designation:
Email:



Article VII: Financial Arrangements

The financial arrangements involved in the implementation of this Agreement shall be settled through mutual consultation between the two institutions in respect of each program of co-operation for which a sub-agreement shall be signed after obtaining appropriate approval from relevant competent authorities of each party. As far as possible, Parties shall extend similar benefits and privileges to each other's faculty members, staff and students on a *quid pro quo* basis.

Article VIII: Protection of Intellectual Property Rights

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MoU shall be vested in both the Parties to this Memorandum and cannot be shared with a third party unilaterally.

Article IX: Protection of Confidential Information

All information and documents to be exchanged pursuant of the MoU will be kept confidential by the Parties and shall be used subject to such terms as each Party may specify. The Parties will not share such information with third parties or use the information for purposes other than that specified, without the prior written consent of the other Party.

If any confidential information is exchanged, a clause to protect it from disclosure may be included in the MoU. In this regard, the Parties may consider entering into a separate Non-Disclosure Agreement, in writing and signed by the Parties.

Article X: Data Protection

Both Parties to this MoU recognize and agree to maintain the confidentiality and protection of any personal data exchanged or collected during the course of this Agreement in compliance with industry standards and best practices for data protection. The data will only be used for the purposes outlined in the MoU. The Parties also agree to inform each other about data breaches promptly and address the issue amicably through mutual consultation and good-faith negotiation. No personal data can be shared without the consent of the parties and provisions of the Digital Personal Data Protection Act 2023 shall be applicable.

Article XI: Settlement of Disputes

Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled amicably through mutual consultation and good-faith negotiation between the Parties. If, in spite of the best efforts, the dispute remains unresolved for **90 days**, or as otherwise mutually agreed in writing, the Agreement will be terminated as per Article XV of this MoU.

Article XII: Amendment

This Agreement may be amended by mutual consent of the Parties in writing and supplemented by detailed subsequent agreement. The amended Agreement shall be appended to the original MoU/Agreement.



Article XIII: Effective Date and Duration

The Agreement shall become operative on the last date indicated hereunder and shall remain in force for a period of years.

Article XIV: Renewal

The MoU may be renewed by mutual consent of the Parties in writing. Either Party may initiate the process for renewal of the MoU six months prior to its expiry.

Article XV: Termination

Either Party may terminate this Agreement by giving 60 days' prior notice in writing to the other Party. The rights and liabilities of the Parties with respect to any ongoing project/training/exchanges shall remain unaffected by the termination. The same shall be completed as if no such termination has taken place. For conditions not covered by this Agreement, or for problems that arise during the course of this Agreement, both Parties undertake to refrain from unilateral action and commit to consulting and negotiating to reach mutually acceptable decisions.

Article XVI: Force Majeure

If unforeseeable events beyond a Party's control, such as natural disasters, acts of vandalism, or government actions prevent performance of obligations under this Agreement, the affected Party is excused from performance. The affected Party must promptly notify the other Party of the Force Majeure event and take all reasonable steps to mitigate its impact.

Article XVII: Language

This MoU is primarily executed in English language. In case of any discrepancy/inconsistency between translation, the English version shall prevail.

Article XVIII: Signature

This Memorandum of Understanding (MoU) shall be deemed executed and effective upon the signatures of duly authorized representatives of both the Parties below:

Signed for, and on behalf of,
The University of Delhi

Signed for, and on behalf of,
Partner University Name

Registrar

**Name and Designation
(Authorized Signatory)**

On this date_____

On this date_____