



देश UTTAR PRADESH

विकास संसद संरक्षण
उप-सेक्रेटरी कोषागार
जौनपुर
GN 488508

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

UTTAR PRADESH RAJARSHI TANDON OPEN UNIVERSITY, PRAYAGRAJ-211013
UTTAR PRADESH, INDIA

&

VEER BAHADUR SINGH PURVANCHAL UNIVERSITY, JAUNPUR-222003
UTTAR PRADESH, INDIA

FOR


PROMOTION OF INTER-INSTITUTION INTERACTION, TEACHING, RESEARCH, FACULTY & STUDENT
DEVELOPMENT PROGRAMS FOR THE FURTHERANCE OF STUDENTS AND FACULTIES

DATE: 11.03.2024

PLACE: JAUNPUR


Vice-Chancellor
U.P. Rajarshi Tandon Open University
Prayagraj

MOU BETWEEN U.P. RAJARSHI TANDON OPEN UNIVERSITY
& VEER BAHADUR SINGH PURVANCHAL UNIVERSITY, JAUNPUR


Vice-Chancellor,
V.B.S. Purvanchal University
Jaunpur

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MoU) is made and executed on 11.03.2022 at Jaunpur

BY AND BETWEEN

UTTAR PRADESH RAJARSHI TANDON OPEN UNIVERSITY, PRAYAGRAJ (hereinafter referred as "UPRTOU"), under the State University of Govt. of Uttar Pradesh, whose registered office is at SHANTIPURAM AWAS YOJNA (SECTOR-F), PHAPHAMAU, PRAYAGRAJ - 211013. UTTAR PRADESH, INDIA referred to as FIRST PART.

&

VEER BAHADUR SINGH PURVANCHAL UNIVERSITY, JAUNPUR. UP under the State University of Govt. of Uttar Pradesh (hereinafter referred as "VBSPU"), whose registered office is at SHAHGANJ ROAD, JAUNPUR- 222003, UTTAR PRADESH, INDIA referred to as SECOND PART.

"UPRTOU" and "VBSPU" are hereinafter referred to collectively as "Parties" and individually as "Party". Both Parties have reached the following intent to collaboration as per below described articles of this MOU.

ARTICLE 1: BACKGROUND OF THE BOTH PARTIES AND THEIR PURPOSE

A. About Uttar Pradesh Rajarshi Tandon Open University, Prayagraj

- Uttar Pradesh Rajarshi Tandon Open University (UPRTOU), Prayagraj, was established under Act No. 10/1999 passed by U.P. Legislature and assented to by the Governor of U.P. on Nov 07, 1998. It is named after Bharat Ratna Rajarshi Purusottam Das Tandon. UPRTOU has 12 Regional Centres and more than 1400 Local Study Centres located within UP state and has jurisdiction all over the state of Uttar Pradesh.

Vision and Mission Statement

- "Uttar Pradesh Rajarshi Tandon Open University will provide learner centric and value-based education of high quality to all classes of Indian societies and Uttar Pradesh for all round inclusive development and for enhancing their knowledge and skill using methods of distance education". Working on the lines of above the University has set following as its goals:
 - (a) To insit learner a desire for lifelong learning.
 - (b) To make higher education accessible and affordable to everyone.
 - (c) To develop learner centric distance education process which also helps them to engage with the community.
 - (d) To meet the emerging educational and training needs of the knowledge society.

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Vice-Chancellor
U.P. Rajarshi Tandon Open University

V.S.R.

Vice-Chancellor,
U.P. Purvanchal University,
Jaunpur

- (e) To collaborate with other Institutes/Universities of higher learning in effective implementation of distance education programmes.
- (f) To make adequate use of the appropriate technology for creating a dynamic /interactive teaching environment.
- (g) To network and forge partnership with industry and social organizations for developing professional course in order to fulfil their need of skilled manpower.

B. About Veer Bahadur Singh Purvanchal University, Jaunpur

- Purvanchal University, Jaunpur renamed as Veer Bahadur Singh Purvanchal University (VBSPU) in the honour of Late Shri Veer Bahadur Singh, former Chief Minister of the Uttar Pradesh State, was established on 2nd October 1987 as an affiliating university under U.P. State University Act 1973. Continuous qualitative and quantitative growth, excellence in academic and administrative activities, transparent and efficient academic administration have been some of the distinct characteristics on the basis of which the university emerged as one among the leading universities in Northern India.
- The beginning of two-years full-time residential MBA course in 1990 was one of the first steps towards making change in the character of the university from affiliating to affiliating cum-residential university.
- Started with the 68 affiliated colleges, the university now has widened its spectrum of activities with 593 affiliated graduate and post-graduate colleges and student's enrolment of nearly three lacs and fifty thousand in 2 Districts of Eastern Uttar Pradesh Jaunpur, and Ghazipur.

Vision and Mission Statement

- Developing the University as an excellent centre of learning which offers quality higher education opportunity to all who deserve it and catalyses academic excellence in the society.
- Promoting research in the field of science, technology, humanities, literature, economics, social science, law, agriculture and allied disciplines.
- Creating an environment to motivate and support the academia to undertake advance studies and researches, to the benefit of the Nation and humanity as a whole.
- Preparing graduates acquainted and trained with the knowledge, communication skills and computer proficiency to meet the expectations of the global economy.
- The University becomes a major provider of appropriately trained man power to help development of India into a 'Knowledge Society'.

Review

V.S.A

MOU BETWEEN UPRTOU, Vice-Chancellor
U.P. Rajeshi Tahseer Open University
Prayagraj

VBSPU, JAUNPUR
Vice-Chancellor,
V.B.S. Purvanchal University,
Jaunpur

ARTICLE 2: PURPOSE & AREAS/SCOPE OF COLLABORATION

- 2.1 The purpose of this MOU is to promote international agreement, scholarly collaboration, cultural interaction and friendship by supporting educational, professional and cultural activities among faculty and students of the two institutions. Accordingly, the areas of cooperation will include, subject to mutual consent, any programme offered at their university as felt desirable and feasible on either side and that both sides will contribute to the fostering and development of the cooperative relationship between the two universities.
- 2.2 Specific areas of cooperation between the two institutions, subject to the availability of funds and the approval of UPRTOU and VBSPU, include, but not limited to the following:
- Adoption, adaptation, and exchange of academic programmes in the broad areas of mutual interest and related disciplines focusing on the blended and digital learning process.
 - R&D collaborations in the academic and ODL areas.
 - Assisting each other for the organization and / or participation in national and international symposia, conferences, specialized exhibitions and similar events taking place in the respective places.
 - Joint collaboration for promotion of OER and MOOCs.
 - Sharing technology for effective e-learning, m-learning and online student support services including evaluation of student's performance.
 - Sharing of self-learning materials, audio and video programmes, particularly e-learning resources, effective from the ' date of signing, which may be extended by mutual consultation and agreement, till the MOU is in force.
 - Sharing of best practices in the field of programme design, development and delivery.
 - Promotion of Skill Development Programmes to boost employment opportunities for our learners, particularly the under-privileged groups.
 - Joint collaboration for Faculty Development Programme that will include classroom seminars and site visits which may include trips to Learner Support Centres, Regional Centres, historical places, museums, educational institutions, Non-Governmental Organizations (NGOs), villages, etc.
 - All other relevant activities of mutual interest to UPRTOU and VBSPU.
 - Establishment of Study Centre/Regional Centre in VBSPU campus.
- 2.3 A Memorandum of Understanding (MOU's) shall be developed for specific agreements based on the mutually agreed upon objectives and outcomes, at any time, but require the signatures of both Vice Chancellors / Registrar (or expressly designated delegates).



Vice-Chancellor,
U.P. Rajasikhandan Open University
Prayagraj



Vice-Chancellor,
V.B.S. Purvanchal University,
Jaunpur

2.4 The purpose of this MOU is to outline an academic and management framework between the two parties, designed to promote internationalization at both institutions. The parties do not intend to be legally bound to each other, and this MOU does not impose legal obligations on either party.

ARTICLE 3: PUBLICITY AND ADVERTISING

- The parties agree that each may publish or advertise the existence and nature of activity under this MEMORENDUM OF UNDERSTANDING. Nothing in this agreement shall be construed as confidential.

ARTICLE 4: SCOPE

- The Parties acknowledge and agree that the areas of collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the areas of collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligations of each party in relation to each of the areas of collaboration. The Parties may, from time to time, execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions in accordance with Article 2.

ARTICLE 5: CO-ORDINATION AND NODAL OFFICER

- Both entities shall mutually decide and designate a nodal officer. The nodal officer will have responsibility for fulfilling the objectives of this agreement and also will carry out all activities mutually agreed by the parties.

ARTICLE 6: TERMS AND CONDITIONS OF MOU

6.1 Finance

- Both Parties shall be responsible to carry out the activities under the area of collaboration and New Project, Program, Conference, Seminar, Workshops and the like which is co-designed/organized by both the parties.
- The financial arrangements wherever involved will be decided and approved after mutual consent and shall be agreed to for each activity individually on resource deployment, arrangements and mobilization will be planned vis-a-vis.

6.2 Assignment

- Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior approval of the other party. A specific agreement will be entered into for each activity.

6.3 Amendments

- No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

Neeraj
Vice-Chancellor
Rajasthan Open University

V.S.K.
Vice-Chancellor,
J.B.S. Purvanchal University

MOU BETWEEN UPRTOU, PRAJEE, Chancellor, BSRPU, JAUNPUR & Vice-Chancellor, J.B.S. Purvanchal University, Jampur
p. Rajarshi Prayagraj

6.4 Non-Exclusive Discussions



- The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with other parties in Bharat or elsewhere.

6.5 Confidentiality and Public Announcement:

- This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.
- Each Party retains ownership of its Confidential Information.
- Each Party agrees to (i) protect the other's Confidential Information in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the other's Confidential Information only in relation to the Agreement.
- Upon termination of this Agreement or upon written request submitted by the disclosing Party, whichever comes first, the receiving Party shall return or destroy, at the disclosing Party's choice, all of the disclosing Party's Confidential Information.
- Both parties shall not use logo, trademark or trade-name of each other except for the purpose stipulated in this agreement. Any violation of this clause shall be considered an event of breach and shall be ground for immediate termination of this Agreement.

6.6 Protection of Intellectual Property Rights (IPR)

- The protection of intellectual property rights shall be in conformity with the national laws, rules regulations.
- Notwithstanding anything in paragraph (a) above, intellectual property rights in respect of any technological development or any products and services development shall be carried out:
 1. Jointly done by both the party's publication, course material or research output obtained through the joint activity effort by the parties, shall be jointly owned by the parties in accordance with the terms to be mutually agreed upon and the research results obtained through the sole and separate effort of the party, shall be solely owned by the party concerned.
 2. Course/teaching/publication/training materials solely developed and provided by ANY PARTY is the intellectual property of concerned party.
 3. Both parties will take all necessary steps to protect the knowledge documents and intellectual Properties generated during the process or shared by the parties.


Arun, Chancellor
MOU BETWEEN UPRPTOU, ~~U.P. Rajendra Prasad~~ Vice-Chancellor,
Jawahar Education Open University,
VBSPU, JAUNPUR, Prayagraj

V.S.K., Vice-Chancellor,
G.S. Purvanchal University,
Jaunpur

4. The terms and conditions in the execution of the course development, research projects and training programme shall be mutually decided on case-to-case basis,

6.7 Force Majeure

- Neither Party will be liable for any loss or damage resulting from delay or failure to perform any of its obligations within the time specified as a result of Force Majeure Event.
- In the event of a Force Majeure, the affected Party will be excused from performance during the existence of the Force Majeure provided the affected Party informs the other Party about such Force Majeure Event immediately but not later than 5 business days of its occurrence, and the date of performance of the obligation including obligation to pay will be extended for a period of time equal to the impact of the delay on the schedule. When a Force Majeure Event occurs, the affected Party shall notify the other Party in writing of the existence of the Force Majeure (the "Force Majeure Notice"), and both Parties will attempt to mitigate the effect of the Force Majeure as much as possible. If such Force Majeure Event shall continue for more than 60 (sixty) days from the date of the Force Majeure Notice, both Parties shall have the right, upon written notice to the other Party, to terminate this Agreement.
- The above is without prejudice to the rights and obligations already accrued to the Parties as a result of their performance or failure to perform, either in whole or in part pursuant to the terms of this Agreement, prior to the occurrence of Force Majeure Event.

6.8 Conflict of Interest

- This Agreement shall not be used for any purpose except to enforce its terms.
- The invalidity and/or unenforceability of any provision(s) of this agreement shall not affect and/or prejudice, the other terms of this agreement.
- No waiver of the terms of this agreement will be binding upon UPRTOU & VBSPU unless made in writing and signed by its duly authorized representative and no failure or delay in enforcing any right will be deemed as a waiver.
- This agreement and any other documents referred to in this agreement constitute the entire agreement between UPRTOU & VBSPU regarding the subject matter contained herein and shall supersede all previous oral and/or written agreement (s) between the Parties, if any, relating to the subject matter herein. The Annexure to this agreement, is an integral part of the agreement.
- That this MOU signed between the parties shall cease to exist after mutual agreement between both the parties at any point of time (within its validity period). However, both

parties have the responsibilities for completing the undertaken activities launched as per this MoU.

- Any modification or amendment to the agreement shall be binding only when agreed and signed by authorized signatory of both Parties.
- In the event of any dispute arising out of this agreement between **UPRTOU & VBSPU** shall be settled by mutual negotiation; however, if the dispute is not resolved within 30 days, the dispute shall be referred to arbitration in accordance with The Arbitration and Conciliation Act, 1996. The dispute will be referred to a sole Arbitrator appointed by both parties and the proceedings shall take place in Lucknow, Uttar Pradesh. The decision of the Sole arbitrator shall be final and binding upon the Parties.
- That if any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

ARTICLE 7: DISPUTE SETTLEMENT

7.1 Governing Law and Jurisdiction

- This MOU shall be governed by and construed in accordance with the laws of Republic of India. 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 India, 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 be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in Hindi or English and the seat of arbitration will be Lucknow or Prayagraj.

ARTICLE 8: DURATION AND TERMINATION OF MOU

- This MOU will be effective upon signature by each University Vice-Chancellor (or an expressly designated delegate) for a period of three years, at which time it will be reviewed for possible renewal for another three-year period.
- This MOU may be terminated by either party at any time with sixty days (2 Months) written notice. However, any obligations from either side accrued during the term shall be fulfilled (Students enrolled for certificate/vocational skill training program under this MoU will allow to complete their course).

[Signature]

Nice Chancellor
Madon Open University

C.P. Rejarshi Prayagraj

VBSPU, JAUNPUR

Vice-Chancellor,

Jaunpur

[Signature]

V.B.S. Purvanchal University

- Upon expiry of the term, the Parties may renew the agreement for such period and on such terms and conditions as may be mutually agreed to between the Parties.

ARTICLE 9: NOTICES AND COMMUNICATION

- Every notice, request or any other communication required or permitted to be given pursuant to this MEMORENDUM OF UNDERSTANDING shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

If to UTTAR PRADESH RAJARSHI TANDON OPEN UNIVERSITY, PRAYAGRAJ

Full Address with Pin Code:

TO

REGISTRAR

UTTAR PRADESH RAJARSHI TANDON OPEN UNIVERSITY
SHANTIPURAM AWAS YOJNA (SECTOR-F), PHAPHAMAU,
PRAYAGRAJ - 211013, UTTAR PRADESH, INDIA

Phone: 05332-2447035

Mob: +91-7525048031

Email: registrar.uprtou@gmail.com

Website: <http://www.uprtou.ac.in/>

If to VEER BAHADUR SINGH PURVANCHAL UNIVERSITY, JAUNPUR:

Full Address with Pin Code:

TO

REGISTRAR

VEER BAHADUR SINGH PURVANCHAL UNIVERSITY (VBSPU)
SHAHGANJ ROAD, JAUNPUR-2222003
UTTAR PRADESH, INDIA

Phone: 05452-252244

Mob: +91-6388907624

Email: connectpuregistrar@gmail.com

Website: www.vbspu.ac.in

[Signature]

Vice-Chancellor
U.P. Rajarshi Prayagraj & VBSPU, JAUNPUR

MOU BETWEEN UPRTOU & VBSPU, JAUNPUR

[Signature]

Vice-Chancellor
V.B.S. Purvanchal University,
Jaunpur

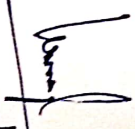
In witness whereof the parties hereto have signed, sealed and delivered this agreement on 11/03/2024 above written in presence of :

For:


UTTAR PRADESH RAJARSHI TANDON
OPEN UNIVERSITY, PRAYAGRAJ

For:
VEER BAHADUR SINGH PURVANCHAL
UNIVERSITY, JAUNPUR

Sign


11.03.24
Seema Singh
U.P. Open University

Sign


11/03/2024
Vandana Singh
Vice-Chancellor,
B.S. Purvanchal University,
Jaunpur

Name: PROF. SEEMA SINGH

Name: PROF. VANDANA SINGH

Designation: Vice Chancellor

Designation: Vice Chancellor

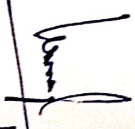
UPRTOU, Prayagraj

VBSPU, Jaunpur

Witnessed by:

Witnessed by:

Sign:


11/3/2024

Sign:


11/03/2024
Manoj Kumar Pandey
Registrar

Name: SHRI. VINAY KUMAR

Name: SHRI. MANOJ KUMAR PANDHEY

Designation: Registrar

Designation: Registrar

UPRTOU, Prayagraj

VBSPU, Jaunpur

Nodal Officer:

Nodal Officer:

Sign:



Sign:


11/03/2024

Name: PROF. ASHUTOSH GUPTA

Name: DR. MANOJ KUMAR PANDEY

Designation: DIRECTOR

Designation: Assistant Professor, Department

Centre for Internal Quality
Assurance (CIIQA), UPRTOU,
Prayagraj, U.P.

of Applied Psychology, Veer
Bahadur Singh Purvanchal
University, Jaunpur, U.P.

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MOU BETWEEN UPRTOU, PRAVYAGRAJ & VBSPU, JAUNPUR