

Volume 1

**Annex 27a: Copies of the MOUs between
MUSOM and IIM Lucknow and
IIM Indore.**



SCHOOL OF
MANAGEMENT

MEMORANDUM OF UNDERSTANDING

Between

Indian Institute of Management, Lucknow

&

Mid-Western University School of Management Nepal

This Memorandum of Understanding (MOU) is made and entered into on 18 December 2019 ("Effective Date") by **Indian Institute of Management Lucknow** (hereinafter "IIML") and **Mid-Western University School of Management Nepal** (hereinafter "MUSOM") (each a "Party" and collectively the "Parties").

Whereas IIML is devoted to creating knowledge, influencing management practices and integrating globally.

Whereas MUSOM aims to achieve and maintain pre-eminence as a higher learning institution globally.

Now, therefore, the Parties hereto agree to cooperate as follows:

PURPOSE

The purpose of this MOU is to provide a framework of cooperation and to facilitate collaboration between the Parties, on a non-exclusive basis, in areas of mutual interest.

AREAS OF COOPERATION

The Parties shall explore collaboration in the following areas, including but not limited to:

- Both Parties will consider opportunities for faculty, post-doctoral and doctoral students to organise and attend research workshops and seminars on topics of joint interest and provide research assistance on projects in research centres at both institutions.
- Both Parties will explore sharing access to pedagogical development mechanisms such as teaching effectiveness workshops.
- Both Parties will invite doctoral students and faculty to participate in workshops/seminars/conferences hosted by each Party and explore opportunities to co-host such activities.
- Both Parties will explore the possibility of jointly designing, developing and delivering executive education programme(s) in specific areas of interest to both institutions to companies co-locate in Nepal and Lucknow/Uttar Pradesh/India and NOIDA/NCR/India.
- Both Parties will explore the possibility of providing opportunities to their faculty for joint research in areas of mutual interest.
- Both Parties will explore faculty exchanges and consider short duration joint appointments.

- Both Parties will explore the possibilities of inviting distinguished faculty members from I institutions for short term visits (1-3 weeks) for sharing domain knowledge and expertise.
- Both Parties will explore designing, developing and delivering joint programme(s) leading certifications from both Parties bearing in mind the regulatory restrictions faced by both Parties; the need for each Party to obtain approval for such programme(s).
- Both Parties will explore student exchange programme(s).

COMMUNICATION AND EXCHANGE OF INFORMATION

The Parties shall, on a regular basis, keep each other informed of and consult on matters of comm interests, which in their opinion are likely to further the collaborative efforts of the Parties as document in this MOU.

IMPLEMENTATION ARRANGEMENTS

- When the Parties wish to enter into a further specific co-operation (project, special eve etc.) within the framework of the MOU, the Parties will sign a separate project specif agreement which stipulates the obligations of the Parties with respect to such co-operatio Any project specific agreement shall be concluded and carried out in accordance with th principles set forth in the MOU. However, nothing in this clause shall create an obligatio on the part of either Party to enter into any project specific agreement.
- In itself, this MOU will not be used to obligate or commit the funds of either Party.

USE OF NAME AND LOGO

During the term of the MOU, each Party is permitted to use the other Party's name, logo and trademarks for the purpose of publicising the MOU without prior consent of the other Party. Other than this, Party agrees that it will not use the name, logo and trademarks of the other Party or any abbreviation thereof without the other Party's prior written consent, such consent not to be unreasonably withheld.

INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement by the Parties.

DURATION OF THE AGREEMENT, TERMINATION AND MODIFICATION

- This Agreement shall enter into force for an initial period of 5 years from the Effective Date and may be renewed by mutual agreement of the Parties for a further period of [3] years thereafter.
- Either Party may terminate this MOU with 30 days' notice in writing to the other Party. In the event of termination, the Parties will take steps to bring the activities under the MOU to a prompt and orderly conclusion. If the MOU is terminated neither Party shall be liable to the other for any monetary or other losses that may result.
- This MOU may be amended with the mutual consent in writing of the Parties.

OTHERS

- Both Parties agree that any exchange of confidential information between them shall be kept confidential and neither Party shall make any disclosure of such confidential information to any third parties without the written consent of the other Party except in the following circumstances:

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- where the information, prior to disclosure to the third party has become available to the public without any act, default or omission of any Party of its obligations hereunder; or
- where the information is required to be disclosed to governmental or regulatory bodies or to a court of competent jurisdiction pursuant to any written or common law.

The obligation of confidentiality created pursuant to this clause shall be in force for a period of 2 years after termination of this MOU.

- Nothing contained or implied in this MOU shall constitute or be regarded as giving rise to any agency, partnership or joint venture between the Parties.
- This MOU is non-exclusive and the Parties shall be free to enter into agreements with other parties covering cooperation on matters within the scope of this MOU.
- This MOU constitutes the entire understanding of the Parties pertaining to matters contemplated hereunder at this time. The Parties signing this MOU intend that any implementing contract, licence, or other agreement entered between the Parties pursuant to this MOU shall supersede and pre-empt any conflicting provision in this MOU.

For and on behalf of

Indian Institute of Management
Lucknow

Date : 18/12/2019

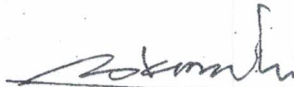


(Prof. Neeraj Dwivedi)
(Dean, Programs)

For and on behalf of

Mid-Western University School of
Management Nepal

Date : 20/12/2019



(Dr. Sushil Kumar Shahi)
(Director)

AGREEMENT OF COLLABORATION

Between

Indian Institute of Management, Indore
(Here after IIM Indore)

....

and

Mid-Western University School of Management, Nepal
(Here After MUSOM)

Indian Institute of Management, Indore and Mid-Western University School of
Management, Nepal

have agreed upon the general terms of the present agreement, in accordance with
mutual desire for cooperation and collaboration aimed at improving, strengthening and
promoting relations between the two respective institutions:

Article I

Both institutions hereby express their intention to promote cooperation between
academic members, students and research groups.

Article II

Within the framework of the fields of common interest, both institutions will abide by
the following general principles of consideration:

1. promoting and encouraging the exchange of academic staff and students.
2. exchanging invitations to scholars and students to participate in academic
activities such as exhibitions, lectures, conferences, symposia and workshops.
3. facilitating exchange of experiences and opinions to mutual benefit.
4. promoting and encouraging activities of joint research in fields of common
interest.
5. exchanging research and educational data, where possible, to be used for
education and training purposes.
6. exploring joint programmes.

Article III

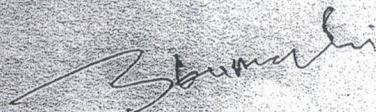
The precise nature and specific details of collaboration between the two institutions,
including topics of common activities and formalities concerning visits, exchanges, and
other forms of cooperation, will be defined by additional "Agreements of Cooperation"
which will be prepared by authorized official representatives of both institutions who
wish to collaborate under the framework of this agreement.

Article IV

This agreement is written and signed in English in two copies. The present agreement will come into force as soon as it has been signed by the authorized representatives of the two institutions and will remain in force for a five year period from the date of execution and may be renewed for an additional five years upon mutual consent. The agreement may be terminated by the authorized official representative of either institution by written notice. Such notice must be given at least three months before it becomes effective. Such termination shall not affect the completion of any activity underway at the time or the rights of individuals exchanged under this agreement, prior to the notice of termination.

On behalf of


Mid-Western University School of Management
Nepal


... Dr. Sushil Kumar Shrestha
... program director

Date: Oct 15, 2019

On behalf of

Indian Institute of Management
Indore


Prof. Himanshu Rai
Director

Date: 15-10-19