



JUNE 2022

MEMORANDUM OF UNDERSTANDING

between

**DE MONTFORT UNIVERSITY
LEICESTER, UK**

and

ITM UNIVERSITY GWALIOR, INDIA

THIS MEMORANDUM is dated 9th June, 2022.

PARTIES

- (1) The parties to this memorandum of understanding **MoU** are:
- (2) De Montfort University of the Gateway, Leicester, UK. (**Authority One**).
- (3) ITM University Gwalior, Gwalior, India (**Authority Two**).

WHEREAS:

- (A) De Montfort University is a higher education corporation established in accordance with the Education Reform Act 1988.
- (B) ITM University Gwalior is a private University in Gwalior, India.

1. BACKGROUND

- 1.1 Authority One and Authority Two have hereby agree wherever possible to foster academic exchange and cooperation between their respective universities. Having regarded to this commitment the two parties will seek to encourage a range of activities as discussed below.

2. PRINCIPLES OF THE UNDERSTANDING

The parties agree to adopt the following principles when cooperating with each other in regards to academic exchange (**Principles**):

- (a) Exchange of appropriate research, information, students' distinct collections and publication
- (b) Exchange of professors or junior teaching staff
- (c) Exchange of students and cooperation of courses
- (d) Joint exhibitions, projects and meetings
- (e) Curriculum development
- (f) Specific details for the implementation of these activities will be developed mutually for each project and covered by an annex to this Memorandum.

3. ESCALATION

- 3.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Pro-Vice Chancellor (Sustainability) at Authority One and the relevant stakeholder at Authority Two.

4. INTELLECTUAL PROPERTY

- 4.1 The parties intend that any intellectual property rights created in the course of the Project shall vest in the party whose employee created them or in the case of any intellectual property rights created jointly by employees of both parties by both parties in accordance with the respective levels of contribution.

5. TERM AND TERMINATION

- 5.1 This MoU shall commence on the date of signature by both parties, and shall expire after two years.
- 5.2 Either party may terminate this MoU by giving at least one months' notice in writing to the other party at any time.

6. VARIATION

This MoU, including any Annexes, may only be varied by written agreement of the Parties.

7. CHARGES AND LIABILITIES

- 7.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 7.2 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

8. STATUS

- 8.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

Signed for and on behalf of

De Montfort University

Signature:



Name:

Mr Simon Oldroyd

Position:

Pro Vice-Chancellor (Sustainability)

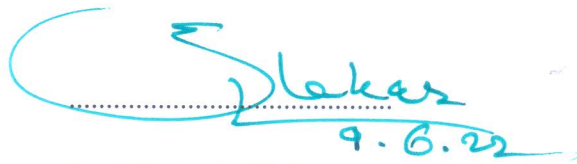
Date:

30/5/22

Signed for and on behalf of

ITM University Gwalior

Signature:



Name:

Prof. Dr. S. S. Bhakar

Position:

Vice-Chancellor-ITM University

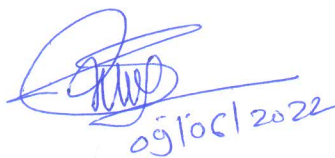
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W. (TRUSTED) S/:



Nil out



09/06/2022