



**MEMORANDUM OF UNDERSTANDING
BETWEEN
OM STERLING GLOBAL UNIVERSITY
AND
AL-TAQWA UNIVERSITY**



PREAMBLE

This MoU is made between Om Sterling Global University, Hisar (Haryana – India) (here inafter called OSGU) with its headquarter at Hisar as Party-A and the AL-Taqwa University with its headquarter at Nangarhar (Afghanistan) as Party-B. Whereas the Parties which wish to establish a friendly relationship to promote and accelerate the programmes of academic cooperation in the areas of mutual concern, have decided to enter into this MoU and agree hereby as per articles given below:

Article 1 - Scope

- 1.1 Both the universities will recognize each other as a centre of excellence in imparting academic knowledge and creating conducive environment for the research. Each other's logo and name can be put on the website and other general publications.
- 1.2 There shall be a provision for exchange of faculty and other intellectuals for academic, research and teaching/training purposes at online as well as offline platforms with no cost involvement. However the travel expenses (offline program) for such exchange will be beared by the respective university. Accommodation & meals in the Hostel shall be arranged by the host university. The duration of exchange visits will be determined by mutual consent between both the parties.
- 1.3 Research instrumentation facility and library facilities available with OSGU &AL-Taqwa University will be made available to the faculty and students.
- 1.4. New area of collaboration between the two universities will be explored on mutual understanding.

Article 2 - Management

- 2.1 The PVC of the OSGU and VC Academics of AL-Taqwa University will be responsible to work out operational details of co-operation between the two universities (as & when required) and ensure proper and effective implementation of this MoU.
- 2.2 A Coordination Committee (2+2 members) will be made for the smooth functioning of this MOU. The committee shall meet at least once in a year to review the progress. The financial liability for attending this meeting shall be on the parent university.

Article 3 - General Provisions

- 3.1 It is understood that the OSGU and AL-Taqlwa University subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, religion and country. Both the universities shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of faculty, which violate principles of non-discrimination.
- 3.2 Both parties understand that all financial agreements and future collaborations will have to be negotiated separately.

Article 4 - Intellectual Property Rights

- 4.1 Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU. Intellectual property rights, research publications and benefits arising out of collaborative research under this agreement shall be jointly sought/owned/ shared by OSGU &AL-Taqlwa University on case to case basis.

Article 5 - Research Collaboration

- 5.1 OSGU & AL-Taqlwa University will work on mutually agreed collaborative research projects funded by one or both parties and/or by a third party in areas of mutual interest. Each research collaboration will require the separate approval of competent authorities of both the parties.
- 5.2 In case of evaluation of already developed technology/product, IPR shall rest with the providing party of the particular product/technology. The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third party without the consent of the other Party.

Article 6 - Entry into effect, modification and termination

- 6.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 6.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.

- 6.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are executed, unless otherwise agreed to.
- 6.4 After signing by the parties, this MoU shall supersede and replace all prior MoUs between the parties; if any.

Article 7- Arbitration

- 7.1 The parties would act strictly according to the relevant provisions of law while implementing this MoU. All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. In case of any dispute that may crop up during execution of MoU, the matter would be settled through arbitration by referring it to a committee appointed by the parties on mutual consent.

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party.

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

For and on behalf of OSGU

Name: Prof (Dr) Ajay Poddar
Designation: Pro Vice Chancellor

Signature: _____

Witness

Name: Prof. Shobhna. Poddar

Designation: Dean-CRT

Signature: _____

Date: _____

For and on behalf of AL- Taqwa University

Name: Abdul Hameed Serat
Designation: Vice Chancellor
Academic Affairs

Signature: _____

Witness

Name: Dr. Sayed Abdul Moiz
Designation: Dean, Faculty of Economics

Signature: _____

Date: _____