



# Memorandum of Understanding between Bhatkhande Sanskriti Vishwavidyalya, Lucknow

#### and

# University of Lucknow, Lucknow

Bhatkhande Sanskriti Vishwavidyalaya, located in Lucknow, Uttar Pradesh, is a prestigious institution dedicated to the preservation, promotion, and propagation of Indian music, dance, allied arts, culture and tradition. Over the years, the institution expanded its scope and influence, leading to its recognition as Bhatkhande Music Institute deemed to be University in 2000. It was subsequently renamed Bhatkhande Sanskriti Vishwavidyalaya in June 2022 to reflect its broader commitment to encompassing various art forms. The University continues to build upon the rich cultural heritage of India and serves as a hub for academic research, cultural exchange, and artistic exploration.

University Of Lucknow Founded in 1920, the University of Lucknow originated from the vision of Raja Sir Mohammad Ali Mohammad Khan and the dynamic leadership of Sir Harcourt Butler. The university officially started teaching in 1921, incorporating notable institutions like King George's Medical College, Canning College, and Isabella Thoburn College. The support from local taluqdars and the government of the United Provinces played a crucial role in its establishment. Over the years, the university has evolved into a thriving educational hub, contributing significantly to the academic landscape of Lucknow and Uttar Pradesh.

This Memorandum of Understanding (MoU) is entered into on the 17<sup>th</sup> day of February 2024 between Bhatkhande Sanskriti Vishwavidyalaya, Lucknow-226001; hereinafter referred to as "BSV" and University of Lucknow, Lucknow having its premises located at Lucknow-226007, Uttar Pradesh, India; hereinafter referred to as "LU".

# (A) PREAMBLE

University of Lucknow, Lucknow having the following objectives:

- To develop high quality human resource for the society
- o To encourage quality research in various facets of higher education
- To develop highly skilled manpower especially from the underdeveloped section of society
- To contribute to the upliftment of the society.
- To educate women to get them empowered.





Both the Universities are desirous of long term collaboration in the areas of mutual interest such as Music, Dance and Fine Arts and wish to enter into a Memorandum of Understanding for this purpose.

# (B) Objectives

The objectives of this Memorandum of Understanding between BSV and LU, is to foster collaboration, faculty and student exchange programmes to provide knowledge for benefit of society at large.

#### (C) Responsibilities

### 1. Joint Collaboration:

- a) Whereas: Co-curricular and vocational courses may be introduced by both BSV and LU based on their strengths and be offered to students of the other university in line with NEP.
- b) Whereas: Faculty members of BSV and LU desire to undertake collaboration in the disciplines of their interest and related areas.
- c) Whereas: Faculty members of BSV and LU agree for joint organization of conference/workshop/ seminar/ symposia/ summer school/ training/ lectures etc. to improve the exchange of knowledge and experience.
- d) Whereas: Faculty members of BSV and LU agree to work for the exchange of faculty depending on the requirement and experience for the benefit of the students and the research scholars.
- e) Whereas: Students of LU will be invited to BSV during various events celebrated at BSV including the Annual events.
- f) Whereas: Faculty members of BSV and LU agree to jointly submit research projects to national and international funding agencies for extramural funding.
- g) Whereas: Periodical meeting of faculty members of BSV and LU will be held either at the premises of BSV or LU for regular reviews.
- h) i. LU hereby assigns all rights, title and interest in any INTELLECTUAL PROPERTY created under above program to BSV developed by BSV.
- ii. BSV hereby assigns all rights, title and interest in any INTELLECTUAL PROPERTY created under above program to the LU developed by the LU.

BSV Affiliates means any individual or entity that controls, is controlled by, or is under common control (i) a controlling entity that is a state or a political subdivision or governmental authority of a sovereign state (a "Sovereign Entity"), or (ii) any entity that would be an Affiliate only due to being under common control of a Sovereign Entity. CONFIDENTIAL INFORMATION received from a PARTY's Affiliates shall be treated the same as CONFIDENTIAL INFORMATION received from that PARTY for all purposes.

"Intellectual Property" means all forms of legal rights and protection relating to the above programme and otherwise based on CONFIDENTIAL INFORMATION, in any country of the world, including and





not limited to (i) inventions and improvements thereof (whether or not patentable), trade secrets, technical data, databases, customer lists, designs, tools, methods, processes, technology, ideas, know-how, source code, product road maps and other proprietary information and materials ("Proprietary Information") all letters patent, patent applications, provisional patent applications, design patents, PCT fillings, invention disclosures and other rights to inventions or designs ("Patents"), all registered and unregistered copyrights in both published and unpublished works ("Copyrights"), and all applications, registrations, issuances, divisional, continuations, renewals, reissuances and extensions of the foregoing. LU Mentor hereby assigns and will assign to BSV all rights, title and interest in Proprietary Information, Patents, and Copyrights. BSV Mentor hereby assigns and will assign to LU all rights, title and interest in Proprietary Information, Patents, and Copyrights.

LU faculty agrees to disclose promptly and fully to BSV and its attorneys Proprietary Information created by LU Mentor from its use of BSV CONFIDENTIAL INFORMATION. Unless otherwise indicated, each PARTY agrees to compensate any of its own inventors listed onany patent filed by BSV to the extent a PARTY 's laws and practices requires the PARTY to compensate the inventor.

### (D) Modalities of co-operation

A co-ordination committee comprising Vice-Chancellor, BSV, and Vice-Chancellor of the LU or their nominee and a programme co-ordinator of both parties who could be a faculty or scientist, will be responsible for setting up and implementing the envisaged research activities. The manner of collaboration will be on a work sharing research basis, in which each party carries out a specific complementary components of larger project and in turn obtain access to the total research output project. The committee shall meet at least once every year and review the progress on all activities carried out under this Memorandum of Understanding (MoU).

#### (E) Funding and Financial Liabilities

The activities carried out under MoU will be financially supported by the respective institutions separately and as approved by the funding agencies permitting joint research. No party will be financially liable for any claim or interest towards the other party for any activity undertaken under this MoU. If required, a joint proposal may be sent to the funding agencies in India or abroad.

#### (F) Amendment and Financial Liabilities

The MoU can be amended only by written consent duly signed by signatories or their nominees. The MoU between the said BSV and LU will come into force after getting approval of the authorities or their nominees. The parties acknowledge and agree to fulfil requirement and to undertake all activities identified under this MoU. This MoU become effective from the date when signed by both the parties Page 3 of 4





and will be valid for five years which may be extended for a period suited by both the parties and will be valid for both the parties. The confidentiality maintaining period will be of three years from the date of expiry of MoU.

#### (G) Arbitration Clause:

This MoU is a statement of intent of the parties to cooperate and it is not legally binding upon the parties under any circumstances whatsoever. This MoU will not create legally enforceable write, claim, interest, duty and obligation in favour of either party as against the other party.

# (H) Confidentiality

The parties will enter into case-specific non-disclosure agreement to honour confidentiality of any sensitive/ proprietary information which may be shared.

# (I) Termination of Agreement

Any party may terminate the agreement under this MoU by providing six month written notice.

(J) This AGREEMENT is hereby accepted and agreed to by each PARTY's authorized representative as indicated below:

For University of Lucknow, Lucknow

For Bhatkhande Sanskriti Vishwavidyalaya, Lucknow

Signature

Prof. Alok Kumar Ra Scal/ice-Chancellor University of Lucknow

Witness signature

Theretin.

Signature

Seal

(प्रो॰ माण्डवी सिंह)

भातखण्डे संस्कृति विश्वविद्यालय,

Witness Signature