

Memorandum of Understanding of Educational Cooperation



Between
the
University of Lucknow, India
and
Tribhuvan University, Nepal



The **University of Lucknow** (hereafter referred to as **UoL**, Address: Badshah Bagh, Lucknow 226007) and the **Tribhuvan University**, (hereafter referred to as **TU**, Address: PO Box No. 8212, Kirtipur, Kathmandu, Nepal) aim to establish and develop a strategic collaborative relationship to promote educational opportunities between the two institutions on the terms and conditions hereinafter set forth;

I. The Scope of this Agreement

The *Memorandum of Understanding* will serve as a general framework for institutional cooperation. Both institutions agree to promote the following educational opportunities based on their respective academic, educational, social and cultural needs.

The broad objectives of the MoU are to facilitate:

- ❖ **Academic Exchange Programs:** The MoU will facilitate student and faculty exchange programs, allowing students and educators from both institutions to gain exposure to diverse academic and cultural environments.
- ❖ **Joint Research Initiatives:** The universities will collaborate on research projects, fostering interdisciplinary studies in areas of mutual interest.
- ❖ **Short- and Long-term Faculty Exchange:** The universities will collaborate on faculty exchange between the two institutions for teaching and research.
- ❖ **Sharing of Educational Resources:** The MoU will promote the sharing of educational resources, including course materials, research publications, and academic databases.
- ❖ **Cultural Exchange:** The universities will promote cultural exchange activities to enhance mutual understanding and respect among students and faculty.
- ❖ **Other mutually agreed educational or research programs**

Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific written agreements based on the mutually agreed objectives and outcomes.

II. Period of Agreement

This Agreement will come into effect upon its final execution date and will be valid for five (5) years. Subsequently, the Agreement may be extended beyond the initial five (5) years through mutual written consent. Furthermore, either university retains the right to terminate this Agreement by delivering written notice to the other party.

III. Activities Under This Agreement

Activities taking place under this Agreement are expected to be initiated primarily by academic units within each university and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution.

IV. Planning and Management of Activities

Each distinct collaboration program or activity will be described in a separate Program Specific Agreement drawn up jointly and signed by authorized signatories of each party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the program and set forth all terms and conditions associated with the activity.

*Both parties acknowledge that each **Program Specific Agreement** may involve varying factors such as personnel, activity types, intellectual property, and other deliverables that both universities may need to provide. As a result, each university retains the prerogative to conduct separate risk assessments related to legal, tax, and other potential liabilities arising from each Program Specific Agreement. They also have the discretion to structure their contributions under each Program Specific Agreement in a manner that minimizes expenses and optimizes liability management for each university. Additionally, both universities hold the right to assign and/or subcontract any or all of their responsibilities under this Memorandum of Understanding (MOU) and/or any Program Specific Agreement to their respective subsidiaries or affiliates, which may include entities controlled but not owned by each university or trustees/board or council of each university.*

V. Admissions

All students must successfully submit in a timely manner all required elements of the international student online application.

VI. Institutional Coordinators

Each university will designate a representative from its respective International Office. The Director of the International Cell for UoL and the Executive Director of the Centre for International Relations for TU will be responsible for establishing regular communication channels to monitor the progress of collaborative efforts and staff/student exchange arrangements between the two institutions.

VII. Funding of Activities

Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which, be needed. Projects requiring funding must be approved by both institutions.

Non-discrimination

The UNIVERSITY OF LUCKNOW and TRIBHUVAN UNIVERSITY agree that no person shall on the grounds of race, religion, colour, sex, age, national origin or ancestry, go information, marital status, parental status, sexual orientation, gender identity expression, disability, or status as a veteran be excluded from participation under the of this Agreement.

VIII. Modification

The terms of this Agreement may be changed or modified only by a written amendment signed by authorized agents of the parties hereto.

IX. Prevailing

This document should be executed in two languages. The English version of this Memorandum of Understanding serves as the authoritative representation of the understanding between both Parties. Any other version is provided solely as a translation. In the event of any conflicts between the two versions, the English version shall take precedence.

X. Non-Binding

This Agreement is non-binding and solely to establish a basis upon which the UoL and TU will continue discussions. Either the UoL or TU may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement under the previous provision. Upon termination, the parties will have no further obligations hereunder.

XI. Foreign Corrupt Practices Act: University of Lucknow and the Tribhuvan University

The universities mutually represent and warrant to each other that they, along with their owners, employees, representatives, officers, directors, contractors, or other agents, shall refrain from taking any action in connection with this Agreement or any separate Program Specific Agreement. Specifically, they shall not engage in, offer, or promise to provide, or authorize the provision, whether directly or indirectly, of any funds, gifts, loans, services, or any other form of valuable consideration to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), to obtain or retain business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.

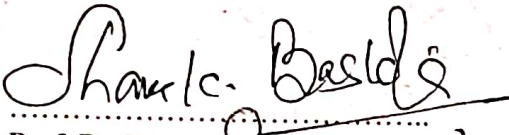
XII. Terms of the Agreement

This agreement shall come into effect from the date of signing by representatives of both institutions and continue for five (5) years. Each institution agrees to provide timely notice to the other. In the event of any modifications that might affect the compatibility for admission and transfer of coursework. This agreement may be subject to change, with notification if institutional requirements change by either institution.

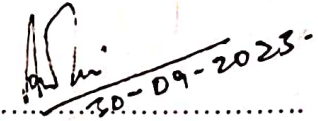
This Memorandum of Understanding is subject to the rules and regulations governing the University of Lucknow and Tribhuvan University.


The *Memorandum of Understanding* is subject to both universities' rules and regulations.

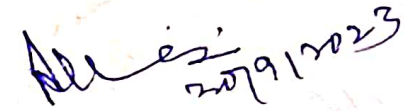
Signed on behalf of:
TRIBHUVAN UNIVERSITY, NEPAL



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Prof. Dr. Dharma Kanta Baskota
Vice-Chancellor

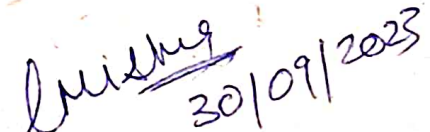
Signed on behalf of:
UNIVERSITY OF LUCKNOW, INDIA


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Prof. Alok Kumar Rai
Vice-Chancellor

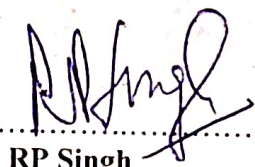

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Prof. Binil Aryal
Dean,
Institute of Science & Technology


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Prof. Awadhesh Tripathi
Dean,
College Development Council


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Associate Prof. Binod Joshi
Executive Director,
Centre for International Relations


.....
Prof. Geetanjali Mishra
Dean, Academics




.....
Prof. RP Singh
Director,
International Cell
Director
International Cell
University of Lucknow

Date: 30 September 2023

Venue: Vice Chancellor's Office, Tribhuvan University, Kirtipur, Nepal.