



किरोड़ी मल कॉलेज

दिल्ली विश्वविद्यालय, दिल्ली - 110007

Kirori Mal College

University of Delhi, Delhi - 110007

Email: principal@kmc.du.ac.in

Tel. No.: 011-27667939

Website: kmc.du.ac.in



University of
HUDDERSFIELD
Inspiring global professionals

Memorandum of Understanding

Between

THE UNIVERSITY OF HUDDERSFIELD, ("the University")
Queensgate, Huddersfield HD1 3DH

And

Kirori Mal College, University of Delhi

RECITALS

1. Background and Purpose of this Memorandum

- 1.1 The parties wish to promote cultural and scholarly interaction between the two organisations through the co-operation and collaboration in areas of mutual interest.
- 1.2 This Memorandum governs the principles of any joint working that may arise as a result of the discussions under this Memorandum, between the University and Kirori Mal College, University of Delhi, to facilitate research and to identify collaborative projects to bring mutual benefit and impact for both parties.
- 1.3 The parties intend to discuss the possibility of cooperation, to attempt to develop and carry out collaborative activities in furtherance of common interests of the parties in the areas of health services provision and education and research, which will include, without limitation:
 - 1.3.1 Academic collaboration, including the exchange of educational resource materials and specific academic/educational programmes and projects of mutual benefit to both parties.
 - 1.3.2 The facilitation of information exchange programmes, including the results of teaching and research collaborations.
- 1.4 The parties acknowledge that any commercial collaborative projects between both parties will be subject to further agreement in writing, detailing both parties' rights, responsibilities and obligations, and the conditions relating to the project (including costs, contributions and assigned tasks).

2. Quality and Costs

- 2.1 The parties recognise and acknowledge that they are both subject to statutory obligations and/or professional and academic regulation and that they will endeavour, where appropriate, to assist the other in complying with such law and regulation in the context of the negotiation and performance of any agreements relating to the areas of co-operation identified above, but nevertheless recognise and acknowledge that the primary responsibility for complying with such law and regulation rests with the party who is subject to the same.
- 2.2 The parties agree they will act with good faith towards each other in negotiating the agreements which may arise from the discussions under this Memorandum and that in doing so they and will use reasonable endeavours to take care and to be considerate of each party's reputation for excellence and integrity in their respective fields of healthcare, education, research and scholarship.
- 2.3 The parties may but are not obliged to incur costs on items of expenditure arising from or in connection with this Memorandum. Any such expenditure will be borne solely by the incurring party and nothing in this memorandum will create any obligation on either party to reimburse or indemnify the other party against such expenditure.

V. Chauhan.

(प्रो. विभा सिंह चौहान)
Prof. Vibha Singh Chauhan
प्राचार्या/Principal

किरोड़ी मल कॉलेज/Kirori Mal College
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2.4 Kirori Mal College, University of Delhi agrees to, and shall comply with, the University's anti-corruption and bribery policy and procedures and the Bribery Act 2010. Failure to do so shall result in immediate termination of this Memorandum.

3. Contacts

3.1 The contacts for each party will be as follows:

The University of Huddersfield – Dr. Jamie Halsall

Kirori Mal College, University of Delhi – Prof. Vidha Singh Chauhan

4. Effective Date, Term and Termination

4.1 This Memorandum shall come into effect on the date of signing as specified below and shall continue for a period of twelve (12) months.

4.2 This Memorandum may be terminated by:

- mutual agreement between the parties at any time; or
- by any party giving not less than 1 months' written notice to the others.

5. Confidentiality

5.1 The term "Disclosing Party" shall mean a Party to this Memorandum when it discloses Confidential Information to another Party to this Memorandum and the term "Receiving Party" shall mean a Party to this Memorandum when it receives Confidential Information from a Disclosing Party. Both parties will protect each other's data and personal information will be stored in-line with GDPR standards

5.2 The term "Confidential Information" shall mean all information disclosed (whether orally, in writing or by any other means, including without limitation obtained as a result of any demonstration or being allowed access to any premises where the Disclosing Party may carry on business) by the Disclosing Party to the Receiving Party including, but not limited to, information relating to that Party's operations, processes, plans or intentions, production information, inventions, intellectual property, data, know-how, copyrights, design rights, trade secrets, market opportunities and business affairs, but shall not include any part of such information which:

is in or comes into the public domain in any way without breach of this Memorandum by the Receiving Party or any person to whom it makes disclosure; or

the Receiving Party can show:

- was in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or
- to have been independently developed by the Receiving Party without recourse to the Confidential Information; or
- the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use; or
- it is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or
- is disclosed by the Receiving Party with the prior written approval of the Disclosing Party.

V. Chauhan.

(प्रो. विभा सिंह चौहान)
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- 5.3 Subject to clause 9 below, the Receiving Party shall keep confidential all Confidential Information received from the Disclosing Party to be used in connection with this Memorandum and shall not use it for any purpose other than in pursuance of this Memorandum or disclose it to any person without the prior written consent of the Disclosing Party.
- 5.4 The Parties hereby acknowledge that a Disclosing Party retains any and all right title and interest in and to the Confidential Information that it discloses.
- 5.5 Nothing in this Memorandum shall:
- prohibit any disclosure which is required to be made under any law or regulation, or the order of any Court of competent jurisdiction or any other regulatory authority; or
 - authorise or purport to authorise any disclosure not in accordance with any legal obligation to which the parties are subject.
- 6. Intellectual Property**
- 6.1 The parties acknowledge and recognise that, this Memorandum does not and is not intended to affect any subsisting or contingent intellectual property rights, which include but are not limited to patents, rights to interventions, copyright and related rights, trademarks and trade names, designs, database rights, rights in confidential information (including in know-how), any in any case where such rights may be formally registered, irrespective of whether there has been such registration. Save that any intellectual property that is generated as a result of or actions taken pursuant to this Memorandum, shall vest in the party who creates it and shall be deemed to be Confidential Information, unless specifically agreed otherwise by the parties.
- 6.2 The parties acknowledge that they intend to discuss and come to further agreement on the treatment of any intellectual property rights which are or will be specifically envisaged to arise in consequence of further agreements that they may enter into.
- 7. Name and Logo**
- 7.1 Neither party shall use the name or logo, or any variation thereof, of the other without first obtaining written consent of the other Party.
- 8. Legal Effect**
- 8.1 Except for clauses 2, 4, 5, 6, 8 and 9 (which shall survive the termination or expiry of this Memorandum) this Memorandum is not intended to be legally binding and no contract, partnership or joint venture is created by it.
- 9. Third Parties**
- 9.1 A person who is not a party to this Memorandum shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Memorandum provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act.
- 10. Law and Jurisdiction**
- 10.1 This Memorandum and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Memorandum or its subject matter or formation.

3

V. Chauhan.
(प्रो. विभा सिंह चौहान)
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IN WITNESS whereof the undersigned being the duly authorised representatives of the respective parties, hereby sign and approve this Memorandum.

For The University of Huddersfield

INSERT ORGANISATION

Prof. Paul Bissell
Dean, School of Human & Health Sciences

Date: 2 November 2021

(INSERT POSITION)

(प्रो. विभा सिंह चौहान)
Prof. Vibha Singh Chauhan
प्राचार्या/Principal
किरोड़ी मल कॉलेज/Kirori Mal College
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Date:..... 23 February 2022.....

(प्रो. विभा सिंह चौहान)
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