



TEERTHANKER MAHAVEER UNIVERSITY

(Established under Govt. of U.P. Act. No. 30, 2008)

Delhi Road, Moradabad-244001 (U.P.) India

Tel. : +91-0591-2360222, 2476801, E-mail : university@tmu.ac.in, Website : www.tmu.ac.in

MEMORANDUM OF UNDERSTANDING (MoU)

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU") is made and entered into on this: 19th day of OCTOBER, 2022 BY AND Between

TEERTHANKER MAHAVEER UNIVERSITY, a full-fledged State Private University established by Act No. 30 of 2008 of the Government of Uttar Pradesh and has been approved by University Grants Commission under Section 2 of UGC Act, 1956 situated at Delhi Road, NH 24, Bagadpur, Uttar Pradesh 244001 (Hereinafter referred to as "TMU Moradabad"; which expression shall, unless repugnant to the subject, context of meaning thereof, be deemed to mean and include its representative, administrators, successors and assigns) of the FIRST PART:

AND

SHREE OSTR PARSHVANATH JAIN SHWETAMBER MURTI PUJAK TRUST, a registered trust vide registration no. 23/99 dated 01.12.1999 having its Registered Office at Shree Sarvotbhadra Teertham, Gram : Ostra -342603, Tehsil Bhopalgad, Zilla - Jodhpur represented by duly appointed trustees from time to time (hereinafter referred to as the "OSTRA TRUST")

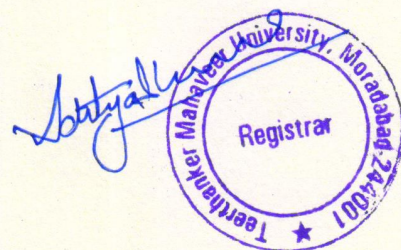
TMU Moradabad and OSTRA TRUST are referred to as the "Party" individually or "Parties" collectively, as the context may demand.

WHEREAS:

- A. TMU Moradabad and OSTRA TRUST have agreed to cooperate and collaborate to pursue programs promoting the philosophy of Jainism through educational programs, research, and innovation programs etc. ("Purpose").
- B. To pursue this co-operation and collaboration between TMU Moradabad and the OSTRA TRUST have arrived at the following general understanding on terms and conditions governing their understanding to implement their Purpose.

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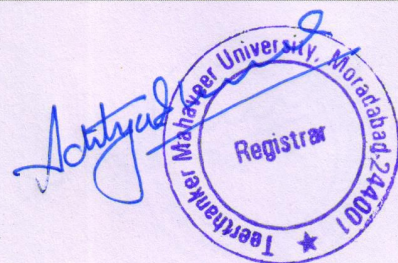


NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

Unless repugnant to the subject or context thereof, the following expressions with their grammatical variations herein used shall have the meanings ascribed hereunder:

- a) "Intellectual Property Rights" means the rights to patent(s), copyright(s), design(s) and other intellectual property whatsoever (whether qualifying for registrations or not) with respect to the research work belonging to either Party.
- b) "New Developmental Intellectual Property" refers to intellectual property developed during the research activities undertaken by the Parties through their collaboration for the Purpose.
- c) "Confidential Information" means any and all information, confidential or otherwise, such as designs, drawings, data, process, know-how, software, algorithms and other information in whatsoever form, tangible or intangible, generated prior to and during the execution and shared by the Parties under this MoU and as further defined hereunder.
- d) "Project" shall mean each specific research project undertaken in collaboration by the Parties under this MOU as defined hereunder.
- e) "Project cost and charges" shall have the meaning as described in clause 4 herein below.
- f) "Project grants" shall mean funding for any Research Project provided by any government body, private entity, foreign government or any private or public fund.
- g) "Project Review Committee" shall consist of representatives from both the Parties to review the progress of the Project areas covered under this MoU.



h) "Research areas" means list of mutually agreed areas of research for the Research Projects to be proposed by the Parties by mutual consultation during the Term of this MoU.

i) "Term" shall be as defined in clause 10 hereunder.

j) "Objectives" shall be as defined under Clause 2 hereunder.

2. OBJECTIVES OF THE MOU

The Parties agree to strive to achieve the following objectives:

2.1 The main objective of this MOU for the Parties to establish an "Endowment Chair", as a part of vision of Punjab Kesari Jain acharya Vijay Vallabh Surishwarji Maharaj Saheb **and** on the occasion of 100th Birth Year Celebrations of Parmar Kshatriyaoddharak Jaincharya Shrimad Vijay Indradinn Surishwar Ji Maharaj Saheb, under the name of '**Guru Shree Atam Vallabh Samudra Suri Jain Vidhya Chair** with the blessings of **Vartman Gacchadhapatiof Vallabh Suri Samuday Shrutbhaskar, Saraswati Upasak and Shrut Gyan Mandir Saraksh Acharya Shrimad Vijay Dharamdhurandar Suri Ji Mahraj Saheb** for the purpose as defined herein and more particularly set out below:

2.1(a) Purpose of Establishing Endowment Chair:

- i. To support teaching, research, and scholarly activities of the University.
- ii. To design and execute short-term capacity-building programmes for teachers focused towards the designated discipline of the Chair.
- iii. To facilitate insightful thinking on all issues connected with focus on knowledge generation with an inter-disciplinary perspective.
- iv. To provide a forum for inter-university/inter-collegiate Post Graduate and Research level dialogues, discussion meetings, seminars, summer & winter schools.
- v. To enrich the academic resources of the University for a deeper reflection on critical issues and strengthen the role of University in public policy making.
- vi. Adopt new technologies and keep pace with the expansion of knowledge in the concerned discipline.

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2.1(b) Functions of Endowment Chair

The Endowment Chair shall consist of appointment of an illustrious and eminent professor ,with the eligibility& experience as per UGC norms ,by the Parties for the Purpose to conduct the following objectives/Research Project:

- i. To promote study programs and educational courses including degree courses, diplomas, certification courses etc. under the framework of the TMU Moradabad in the field of Jainism and spread the principles of Jainism;
- ii. To engage in Ph.D and other research and innovative programs with respect to the philosophy of Jainism and contribute to the advancement of knowledge in the area of the study.
- iii. To publish research papers, articles/ reports/books/ monograms and other literary material.
- iv. To maintain literary sources and libraries in respect of the subject of Jainism and related information;
- v. To generally do all acts deeds and things in furtherance of the object of this MOU as may be needed from to time, by mutual consultation of the Parties, including publicity and media coverage.

3. RESEARCH PROJECT / SCOPE

3.1 For each Research Project, the Parties agree to enter into a specific Memorandum of Agreement (MoA) covering the specific and detailed objectives of such Research Project, scope of the Research Project, requirements for the Research Project and the deliverables of each Party for the same.

4. COSTS OF THE RESEARCH PROJECT

4.1(a) It is agreed that all honorariums of all teacher & supporting staff shall be borne by OSTRATRUST throughout the Term of this MOU by way of contribution to the University's Endowment Fund by the OSTRATrust;

4.1 (b) All operational costs as required for the object of this MOU to be borne by the "Trust"

4.2 It is agreed that TMU Moradabad shall provide the following resources for the "Project":

- i. The Chair will be located in the department/ Centre of the University and shall be provided all the academic and administrative support extended to other teaching and non-teaching staff of the department.
- ii. A specifically designated space at their campus as necessary for the objects of this MOU with all required infrastructure such as furniture and other utilities as may be mutually agreed upon by the Parties from time to time;

4.2 The Parties may individually or jointly apply for and obtain Project Grants to enable them to achieve the Objects and scope of this MOU

4. FORCE MAJEURE

If either of the Parties suffer delay in the due execution of their contractual obligations due to the operation of the one or more of the force majeure events such as but not limited to, acts of Nature, war, floods, earthquakes, lock-outs, epidemics, riots, etc. the agreed time of completion of the respective obligations shall be then extended by a period of time equal to the period of delay occasioned by such events provided on the occurrence and cessation of any such contingency the party affected hereby shall within ten (10) days thereof give to the other party a notice in writing of such occurrence and cessation. In case, Force Majeure conditions prevail beyond 3 months, the Parties shall have the option to mutually terminate this MoU or revise the terms of this MoU or/and the respective MoA.

5. NON-EXCLUSIVITY

The relationship of the Parties under this MoU shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind. However, when entering into a particular MoA, the Parties may mutually agree to limit TMU's right to collaborate with others on that subject.

6. Definition of Confidential Information. For all purposes of this Agreement, the term "Confidential Information" shall collectively refer to all non-public information or material disclosed or provided by one party to the other, either orally or in writing, or obtained by the recipient party from a third party or any other source, concerning any aspect of the business or affairs of the other party or its "affiliates", including without limitation, any information or material pertaining to products, formulae, specifications, designs, processes, plans, policies, procedures, employees, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, manufacturing, packaging, distribution, sales, marketing,

expenses, financial statements and data, customer and supplier lists, raw materials, costs of goods and relationships with third parties. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the recipient party which contain, reflect or are based, in whole or in part, on the Confidential Information.

Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of the recipient party, (ii) was already in the recipient party's possession or known to the recipient party prior to being disclosed or provided to the recipient party by or on behalf of the other party, provided, that, the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect thereto, (iii) was or is obtained by the recipient party from a third party, provided, that, such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect to such information or material, or (iv) is independently developed by the recipient party without reference to the Confidential Information.

Non-disclosure. Both parties shall keep strictly confidential and shall not disclose, or cause or permit to be disclosed, to any person or entity any Confidential Information. Both parties shall take all actions reasonably necessary to ensure that the Confidential Information remains strictly confidential and is not disclosed to or seen, used or obtained by any person or entity except in accordance with the terms of this MOU.

7. GENERAL PROVISIONS

7.1 Subletting/ outsourcing of any part of the activity of the Research Project shall be done only after prior written approval of both the Parties. The grant of permission in such cases will not absolve or affect the obligation of the Parties under this MoU.

7.2 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

7.3 The University will evolve a mechanism through a duly constituted committee to review the progress of the Chair annually which would submit a final report on the activities and the outcome of the Chair to the Academic Council.

8. AMENDMENTS

Amendments: No amendment or modification of this MoU shall be valid unless the same is made in writing and signed by the authorized representatives of both the Parties. The modifications changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

9. ADDRESSES OF THE PARTIES AND COMMUNICATION

9.1 All notices and other communications required or permitted under this MoU shall be deemed to be properly given when given in writing and sent by registered post, by facsimile and confirmed by mail postage prepaid, to the designated Party at the addresses set below, or at such other address as the addressee-PARTY may in writing designate from time to time for these purposes.

Ostra Parshvanath Jain Shwetamber Murtipujak Trust
ShreeSarvotbhadraTeertham, Gram : Ostra -342603,
Tehsil Bhopalgad, Zilla - Jodhpur

Teerthankar Mahaveer University
Delhi Road, NH 24, Bagadpur
Uttar Pradesh 244001

10. EFFECTIVE DATE

10.1 The effective date shall mean the date this MoU is signed by both the parties and the MoU shall continue to remain in force for a period of 2 years unless terminated earlier ("Term").

10.2 The Term of this MOU may be extended by mutually agreement of the Parties recorded in writing.

10.2 The Parties further agree that if any MoA is in effect at the time of the expiration or termination of this MoU, then this MoU as it applies to such MoA/s only, the term of this MoU will be automatically extended until the expiration or termination of such MoA and all the terms and conditions of this MoU shall continue to apply to such MoAs during the subsistence of the respective MoA.

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11. SETTLEMENT OF DISPUTES

11.1 In the event of disputes arising from this MoU or in connection with its execution, the Parties undertake to endeavour to settle these amicably. However, if the Parties fail to resolve the disputes amicably, all disputes arising out of or in connection with this MoU shall be finally settled under the Arbitration and Conciliation Act, 1996 or amendments thereof by a sole arbitrator mutually appointed by the Parties. The arbitrators shall be fluent and well conversant with the English language. The arbitration proceedings shall be conducted in English language. Documents shall be submitted in English. The arbitrators shall give a reasoned award. The decision of the arbitrators shall be final and binding upon the Parties. The seat of arbitration shall be New Delhi, India.

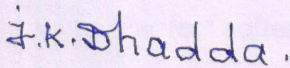
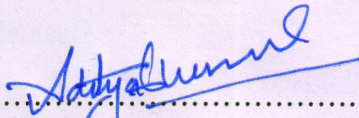
12. APPLICABLE LAW

This MoU shall be construed, interpreted and governed by the Laws of India, Courts at Delhi shall have exclusive jurisdiction. Subject of course to the arbitration clause.

13. SIGNATURES OF PARTIES

The MoU has been executed in two originals one of these has been retained each by TeerthankerMahaveer University and SHREE OSTR PARSHVANATH JAIN SHWETAMBER MURTI PUJAK TRUST.

Signed on this 19th day of October, 2022 by the Parties to this MOU.

SHREE OSTR PARSHVANATH JAIN SHWETAMBER MURTI PUJAK TRUST	TEERTHANKER MAHAVEER UNIVERSITY, MORADABAD
 Name: Shri Jay Kumar Dhaddha Designation: Trustee Date: 19/10/2022	 Name: Dr. Aditya Sharma Designation: Registrar Date: 19/10/2022 