



ललित नारायण मिथिला विश्वविद्यालय

कामेश्वरनगर, दरभंगा-846004

अधिसूचना

विश्वविद्यालय ज्ञापांक सं० C/R/17033-39/24 दिनांक 04.10.2024 के द्वारा निर्गत अधिसूचना के आलोक में गठित समिति के सदस्यों द्वारा तैयार किये गए MoUs Policy प्रारूप को दिनांक 22.01.2025 को सम्पन्न विद्वत परिषद् एवं दिनांक 22.01.2025 को सम्पन्न अभिषद् की बैठक के द्वारा अनुमोदित होने के उपरान्त अधिसूचित किया जाता है।

माननीय कुलपति महोदय के आदेश से।

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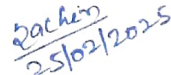
ज्ञापांक: C/MoUs/2443-52/25

दिनांक: 28/02/2025

प्रतिलिपि प्रेषित:-

1. समिति के सभी सदस्यों को।
2. सभी प्रधानाचार्य, (अंगीभूत एवं सम्बद्ध महाविद्यालय), ललित नारायण मिथिला विश्वविद्यालय, दरभंगा क्षेत्रान्तर्गत।
3. सभी संकायाध्यक्ष, (कला, सामाजिक विज्ञान, वाणिज्य, विज्ञान, शिक्षा, विधि एवं ललित कला संकाय), ललित नारायण मिथिला विश्वविद्यालय, दरभंगा।
4. सभी विभागाध्यक्ष, ललित नारायण मिथिला विश्वविद्यालय, दरभंगा।
5. निदेशक / विभागाध्यक्ष, स्ववित्तपोषित संस्थान, ललित नारायण मिथिला विश्वविद्यालय, दरभंगा।
6. प्रोफेसर इनचार्ज, वि०वि० आई०टी० सेल को इस अनुरोध के साथ कि संदर्भित अधिसूचना विश्वविद्यालय वेबसाईट पर अपलोड कर दी जाय।
7. कुलपति के सचिव/कुलसचिव के निजी सहायक, ललित नारायण मिथिला विश्वविद्यालय, दरभंगा को सूचनार्थ एवं आवश्यक कार्यार्थ।


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**POLICY ON MEMORANDUM OF UNDERSTANDING (MOU)
AT
LALIT NARAYAN MITHILA UNIVERSITY, DARBHANGA**



**PREPARED BY
INTERNAL QUALITY ASSURANCE CELL
LN MITHILA UNIVERSITY, DARBHANGA
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1. Preamble: To set out the University policy and procedures for the preparation, approval, review, and use of the authorized Memoranda of Understanding between the Departments/Colleges/Institutes/Offices/individual members of LNMU and individuals, government offices, private educational/research institutions, government or private companies/industries/societies, NGOs et. al. as required by and in conformity with the BSU Act, 1976 and statutes/ordinances/regulations made thereunder or/& as required by any of the HEI regulatory authorities of India, this policy document has been prepared.

2. Short Title & Commencement: This policy will be known as the LNMU Policy on Memorandum of Understanding. It will apply to all the academic and administrative departments, colleges, institutes, and individual members of the University. It will come into force on and from the date, the competent authority approves it.

3. Objective: Establishing and encouraging the growth of collaborative studies, research and training initiatives, and other educational exchanges of shared interest that favorably impact faculty, post-doctoral and doctoral fellows, and students from all fields shall be the main objective of the Memorandum of Understanding. The MOU signed by LNMU shall be legally non-binding, implying that the parties merely affirm their good faith in pursuing the established goals without any legal obligation to adhere to them. However, the confidentiality obligations shall remain legally binding even in cases where the Memorandum of Understanding is legally non-binding.

4. Definition

- i. 'Act' means the Bihar State Universities Act, 1976 unless otherwise required.
- ii. 'Authorised' means person formally authorised by the Vice-Chancellor to sign a MOU on behalf of the University, Colleges, Institutes under LNMU jurisdiction.
- iii. 'Competent Authority' means Vice-Chancellor and different statutory bodies relevant in this case.
- iv. 'Joint Statements' connotes a common statement agreed upon by the parties regarding the object, statement, and purpose to be achieved through the execution of the MOU. It shall be issued jointly by the authorized signatory of the parties involved mentioning the details of the MOU.
- v. 'Individual Member' refers here to the teaching and non-teaching employees of the University.
- vi. 'Letter/Expression of Intent (LOI/EOI)' refers to a non-binding document that acknowledges the parties' intent to explore the possibility of collaboration and cooperation in the relevant areas contained therein. Letters of intent are appropriate when a new project/undertaking is being initiated, and the specific areas of formal cooperation between parties are yet to be identified and negotiated.
- vii. A Memorandum of Understanding (MOU) here denotes a document of mutual

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agreement that describes a bilateral or multilateral agreement between parties, indicating a planned common course of action and expressing a convergence of interest between the parties. Although it is more formal than a verbal or "handshake" agreement, it usually doesn't have the same legal force as a contract.

- viii. 'Party' refers to the persons who will execute the MOU. The initiator of the MOU will be known as the first party, while the second or more parties will execute it.
- ix. Such terms/matters in respect to the MOU Policy not covered by the present clause shall be covered by the BSU Act, 1976 and statutes made thereunder.

5. Obligations on the Part of the First Party:

- i. MoU shall be on mutually acceptable terms to all the participants.
- ii. In case of MoU with an individual, the participant must be competent to enter into a contract.
- iii. MoU should clearly indicate the mutual benefits of the participants.
- iv. In case of financial and/or legal binding clauses, MoU should be discussed with the relevant statutory bodies or competent authority or legal advisors of the university.
- v. For undergoing MoU with any agency or individual, it is required to get approval of the competent authority for adopting their standard terms and conditions.
- vi. For renewal of MoU, a proposal containing detailed report of achievements of previous duration of the MoU, and justification for renewal should be approved by the competent authority.

6. Components of MoU Document: All MoUs that LNMU and/or any of its units engages in must necessarily have the components outlined below. A checklist for the draft MOU and a template for the model MoU is included as Annexures I and II, respectively. The contents are as follows:

- i. **Preamble:** The preamble should clearly name the institutes/ parties entering into the MOU. The preamble should broadly describe the mandate and work undertaken by the parties.
- ii. **Purpose/Objective of MoU:** It should explicitly state the broad area(s) of cooperation that the MoU intends.
- iii. **Modalities of Cooperation/Funding arrangements:** The MoU should mention the modalities and mechanisms for the mutual topics for collaboration. This section should also state the funding arrangements for various objectives and the mechanism for arranging the funds, if applicable.
- iv. **Governance and Management:** This section should address the mechanisms for overseeing and managing the extent of cooperation, which may involve persons or the establishment of a joint working group (JWG). This section must also specify the frequency of assessing or supervising the progress or work accomplished concerning the objectives of the MoU. It is essential to specify

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the modalities of the meetings and the responsible party for the associated expenses. It is essential to objectively articulate the terms of reference (TOR) for such individuals or the Joint Working Group (JWG).

- v. **Intellectual property rights (IPR), commercialization and Publications including authorship (if any):** Ownership concerns and obligations must be meticulously addressed before executing Memorandum of Understanding for research partnership. The MOU shall also specify any policies about research papers, documents, and any other materials resulting from the collaborative activity. The utilisation of the name, logo, and/or any official emblem of the Parties in any book, document, or paper shall necessitate prior consent from both Parties, and such elements must not be employed or exploited for any commercial activities or marketing purposes.
- vi. **Confidentiality:** The MOU must clearly stipulate that the confidentiality of each Party shall be upheld, and no Party, together with their employees or affiliates, shall reveal the sensitive information of the other Party. No Party shall issue any public announcement regarding the scientific research results or commercialisation stemming from collaborative efforts without obtaining prior consent from the other Party. Furthermore, such information must not be conveyed or disclosed to any Third Party without the consent of all involved Parties.
- vii. **Ethical issues/ transfer of biological material/data sharing (if any):** Both Parties should mutually agree on the ethical issues related to the protection of human and animal subjects consistent with the Research Ethics Policy of LNMU, Darbhanga.
- viii. **Duration of MoU:** The validity period of MoU must be mentioned in the document. It should also mention the terms and conditions related to liberty of the parties to review or terminate the agreement during its validity period.
- ix. **Arbitration clause/Jurisdiction clause:** The MOU shall specify the procedures for resolving any disputes that may occur. The preferred arbitrator shall be the Vice-Chancellor, LNMU, Darbhanga and the preferred location for arbitration shall be Darbhanga, subject to the territorial jurisdiction of the District Court of Darbhanga. If any other venue of arbitration is named in the MOA, only the PI shall bear the cost of any travel or related legal expenditure.
- x. **Exclusivity:** The MOU shall state that this relationship is not exclusive and will not prevent either Party or its members from associating/collaborating with any other Party to conduct/undertake similar programmes/ research/academic activities.
- xi. **Obligations on each party:** The MOU shall explicitly state the obligations of each party on another and shall modify other clauses in light of these obligations.
- xii. **Policy of amendment/revision/renewal:** The MOU should clearly state any terms and conditions for the MOU's amendments, revisions or modifications, and renewal.
- xiii. **Conditions of termination:** They should be well defined in the MOU including

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mention of any notice period. The termination conditions shall not be unilateral and shall not affect the implementation of initiated or ongoing activities and projects.

xiv. **Authorised Signatories:** The MOU, in duplicate or multiple copies depending on the number of Parties, should be signed by the duly authorised representatives of either Party. The language of the MOU can be either English or Hindi, as agreed upon by the Parties and should mention the date of execution of the MOU. The validity of the MOU shall be counted from the date of execution of the MOU.

xv. **Other General Conditions:**

a. All MOUs shall mandatorily have the above listed 14 clauses except for Clause no. 5 and 7. These should be listed in the MOU but shall be explicitly mentioned as "Not Applicable" if they are not applicable as per the MOU's nature.

b. Individual research project-specific MOUs with the funding agencies/ other research collaborators shall be categorized as Memorandum of Agreement (MOA) and are usually signed by the individual faculty members in the capacity of PI/Co-PI/CO-I, as may be applicable. These MOAs will be scrutinized by the University in a manner analogous to that of the MOUs.

c. If an MOU is to be executed with a private entity/society/association or Non-Governmental Organisation (NGO), the following details (Checklist in Annexure III) are required at the time of submission of the proposal for approval:

- I Company registration certificate under the Company Registration Act for Private entities and Society Registration certificate under Society Registration act of the NGO and others mentioning the date and place of registration.
- II Memorandum of association and bye-laws of the private entity or Non-Governmental Organisation concerned.
- III If the NGO is empanelled with the Niti Aayog, then Unique ID allotted to the NGO by Niti Ayog or details of empanelment with any Ministry of Government of India or State Government.
- IV Details of the annual financial statements of the last 3 years maintained by the private entity/society/association /NGO.
- V Any other document as the Competent Authority may deem fit.
- VI The decision regarding the execution of the MOU with a Private entity/ NGO shall be finalized by the Competent Authority, LNMU, Darbhanga.

7. Institutional Mechanism for Approval of MOU:

i. The MOU can be initiated by a proposer with a covering note sheet along with a draft MOU, self-assessment checklist(s) (Annexure I is mandatory, Annexure III, if applicable) and mark it to the Director, IQAC, LNMU through its respective administrative Head. Parallely, a soft copy of the editable version of the draft MOU and a scanned copy of the accompanying note sheet along

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- with any annexures should be sent to the email id: iqacInmu@gmail.com
- ii. There shall be a MOU Committee at the University level. Two Faculty Deans, FO and Law Officer of the University shall be its member, and Director, IQAC shall be its Convener.
 - iii. The proposal submitted by the proposer will be forwarded by the Director, IQAC to the Committee for its technical review, and shall communicate any modifications/ incorporations to the proposer within a suitable time. If no modification is required, the Committee shall forward the proposal to the Vice-Chancellor for his approval.
 - iv. In case of modification, the proposer shall resubmit the proposal, after modifying the proposal accordingly, to the Director, IQAC through proper channel. The Committee shall vet the proposal and if found suitable, the file shall be marked to the Vice-Chancellor for his approval.
 - v. After final approval by the ED, the file will be marked to Director, IQAC who will inform the proposer regarding approval of the proposal.
 - vi. The MOU shall be printed on Rupee 100/- Non-judicial Stamp for the signature of the MOU by all parties and the witnesses.
 - vii. The proposer shall provide a copy of the MOU to the Director, IQAC after it is signed by all Parties. The office of the Director, IQAC shall maintain a copy of the final signed document for its recordkeeping and database management.

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Annexure I: Self-Assessment Checklist for contents of MOU

S. NO.	CONTENT	YES/ NO	CLAUSE/ ARTICLE	PAGE No.
1	The official Logo/emblem of all Parties			
2	Preamble of all Parties is stated			
3	Purpose/Objective of the MOU is explicitly stated			
4	Scope of Co-operation is mentioned			
5	Modalities of Cooperation are stated			
6	Funding arrangements, if applicable, are mentioned			
7	Mutual topics of collaboration, if any, are identified and stated			
8	Modalities for governing or managing the scope of cooperation are stated			
9	Ownership/ authorship issues related to Intellectual property rights (IPR), commercialization and Publications are carefully worked out and stated			
10	Conditions to use the name, logo and/or official emblem of the other Party			
11	Maintenance of Confidentiality of the Other Party			
12	Terms and conditions related to the Ethical issues/Data sharing, if applicable, have been worked out between the Parties and stated in the MOU			
13	Mechanism of dispute resolution is stated			
14	The MOU is not prohibitive on any Party with respect to undertaking/conducting similar programmes/ research/academic activities with any other Institution/organisation			
15	Obligations on each Party have been worked out and stated in the MOU			
16	Duration of validity is mentioned			
17	Policy of amendment is mentioned			
18	Conditions of termination are mentioned			
19	MOU recognises the authorised signatories			

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Annexure II: Template for Model MOU

Logo of the First Party

Logo of the Other Party/Parties

MEMORANDUM OF UNDERSTANDING

Between

Name of PARTY 1 (LNMU, Darbhanga is used subsequently as a sample)

And

Name of PARTY 2 (IIM, Bodh Gaya is used subsequently as a sample)

PREAMBLE

This Memorandum of Understanding (Hereinafter referred to as 'MOU') is made between The Lalit Narayan Mithila University, Darbhanga (hereinafter referred to as 'LNMU, Darbhanga'

AND

The Indian Institute of Management, Bodh Gay (hereinafter referred to as 'IIM, Bodh Gaya')

WHEREAS L N Mithila University was established on August 5, 1972 by an Ordinance of the Government of Bihar subsequently enacted through legislatures. The University is governed by the Bihar State Universities Act, 1976. The territorial jurisdiction of the University is spread over four districts of Bihar namely Madhubani, Darbhanga, Samastipur and Begusarai. The university has 43 constituent colleges and 25 affiliated colleges besides two government colleges – Rural Institute, Birouli, Samastipur, and Subdivisional Govt. Degree College, Benipur, Darbhanga. The University is accredited by NAAC with B** grade in its 3rd cycle and of late has got the MERU status under PM-USHA Scheme.

WHEREAS IIM, Bodh Gaya is _____ (Description of IIM, Bodh Gaya like that described for LNMU, Darbhanga below)

HEREINAFTER jointly referred to as 'PARTIES' to this MOU,

DESIROUS of intensifying cooperation and collaboration aimed at improving, strengthening and promoting relations between the two respective institutions and of establishing appropriate working arrangements for the satisfactory implementation of this MOU;

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HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

ARTICLE I: PURPOSE/OBJECTIVE

Both institutions hereby express their intention to promote cooperation between academic members, students and research groups.

ARTICLE II: SCOPE OF COOPERATION

Within the framework of the fields of common interest, both institutions will abide by the following general principles of consideration:

1. development of new courses, jointly
2. promoting and encouraging the exchange of academic staff and students
3. exploring joint programmes including degree-granting programmes
4. joint supervision for Doctoral and Masters dissertations
5. collaborate and resource sharing, including faculty experts to participate in joint consulting and research projects as per the guidelines of both Institutes.
6. joint programmes in emerging domains including but not limited to Management.
7. collaborative programmes for incubation and ideation centres, start-ups and centres of excellence to promote entrepreneurship and innovation
8. exchanging invitations to scholars and students to participate in academic activities such as exhibitions, lectures, conferences, symposia and workshops
9. facilitating the exchange of experiences and opinions for mutual benefit
10. promoting and encouraging activities of joint research in fields of common interest.
11. exchanging research and educational data, where possible, to be used for education and training purposes.
12. facilitating collaboration in joint social initiatives.

ARTICLE III: MODALITIES OF COOPERATION

The precise nature and specific details of the collaboration between the two institutions, including topics of common activities and formalities concerning visits, exchanges, and other forms of cooperation, will be defined by additional which will be prepared by authorized official representatives of both institutions who wish to collaborate under the framework of this agreement.

ARTICLE IV: GOVERNANCE AND MANAGEMENT

The Parties shall establish a Joint Working Group (JWG) with mutual consent, consisting of officials from each institute. The JWG shall convene a meeting at least every 6 months or as required. The sessions may be held alternatively between each institute or as mutually agreed. The expenses related to, but not limited to, travel, local transportation, boarding and lodging etc. shall be borne by the visiting

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Party whereas the organizational expenses of the JWG meetings shall be borne by the Host Party. The JWG shall be the final decision-making body of the program and will be responsible for:

- a) Providing an overview and overall direction to the program
- b) Review of the progress and recommending oversight and support mechanisms to both Parties for the smooth operation of the program.
- c) Identification of common topics of interest of particular strategic importance to the research cooperation between the Parties and shall propose/prioritize topics for joint funding.
- d) Development and running of academic courses on topics of mutual interest

The JWG shall periodically update on the progress made on this MOU to the Institutional Heads of each Party or any other body authorised by them.

ARTICLE V: INTELLECTUAL PROPERTY RIGHTS (IPR), COMMERCIALIZATION AND PUBLICATIONS INCLUDING AUTHORSHIP (IF ANY)

Intellectual Property rights:

- a) The Parties shall ensure the appropriate IPR protection of each other on IPRs generated through activities arising out of mutual cooperation
- b) In case of research results obtained through joint activities, the grant of IPR will be sought by both the Parties jointly and once granted these rights will jointly be owned by both parties
- c) the Parties shall not assign any rights and obligations arising out of the IPR generated pursuant to cooperation activities under this MOU to any third party without the prior written consent of the other Party.

Commercialization:

In case of research results obtained through joint activities under this MOU, both Parties shall apply as co-applicants and co-investigators for the protection of IPR subject to exclusive rights of both Parties to commercialize the technology or product(s).

Publications:

- a) Any research publications/ documents and /or any other paper arising out of the joint work conducted by the participants pursuant to this MOU must acknowledge the IIM Bodh Gaya -LNMU, Darbhanga partnership and will be jointly authored by the Parties.
- b) The use of the name, logo and/or any official emblem of the Parties on any publication/document and/or paper shall require prior permission of both the Parties and they should not be used/misused for any commercial activity or marketing of any kind.

ARTICLE VI: CONFIDENTIALITY

- a) During and thereafter the term of this MOU, each Party, their affiliates or employees shall not disclose any confidential information of the other Party
- b) Neither Party shall make any public announcement related to the scientific research

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outcome, or commercialization for work which has arisen out of the joint activities, without the prior written consent of the other Party to protect their intellectual property rights.

- c) All information and documents to be exchanged pursuant to the MOU will be kept confidential by the Parties and will be used subject to terms as each Party may specify.
- d) The Parties will not use the information for purposes other than that specified without the prior written consent of the other Party
- e) Such information shall not be transmitted or shared with any Third Party unless agreed by both or all Parties.

ARTICLE VII: ETHICAL ISSUES/ TRANSFER OF BIOLOGICAL MATERIAL/DATA SHARING

- a) Both Parties mutually agree on the importance of the protection of human and animal subjects in any research. In recognition of this, both Parties have adopted laws and regulations on the protection of human and animal subjects, including the transfer of biological material and intend to follow the same in accordance with the applicable laws, regulations, and policy of each Party.
- b) Matters related to the transfer of biological material and research projects shall receive prior approval on each side as per the existing rules and regulations of each Party.
- c) Both Parties agree with each other that the investigators in pursuant of the work under this MOU can share their published findings with the relevant institutions articulating how the work informs policy and practice in both the Institutes.
- d) The Parties encourage the investigators in pursuant of the work under this MOU to put the data arising from the funded work into open access.

ARTICLE VIII: DISPUTES AND THEIR RESOLUTION

Any dispute arising out of the interpretation or implementation of this MOU shall be settled amicably through consultation and negotiations between the members of JWG as authorized by the Parties. If it fails to settle amicably within JWG after 3 rounds of talks/negotiations, the matter shall then be forwarded to the Vice-Chancellor, LNMU as an arbitrator for dispute resolution and his decision shall be binding to all the parties. The place of arbitration preferably shall be Darbhanga and is subjected to the territorial jurisdiction of District Court Darbhanga. The language of the arbitration shall be English and any cost arising out of the arbitration shall be borne by the investigators pursuant to joint research works under this MOU.

ARTICLE IX: EXCLUSIVITY

The Parties understand that this relationship is not exclusive and that entering into this MOU will not prevent either Party from associating with any other Party for the purpose of conducting similar programs.

ARTICLE X: OBLIGATIONS

This MOU is not intended to create a binding, legal or financial obligations between the Parties.

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ARTICLE XI: VALIDITY

This MCH is written and signed in English in two copies. The present MCH, with copies hereof as soon as it has been signed by the authorized representatives of the two institutions, it will remain in force for five years from the date of execution and may be renewed for an additional five years upon mutual consent.

ARTICLE XII: AMENDMENT

Amendments, revisions or modifications to this MCH may be proposed by either Party at any time during the term of the MCH and shall be effective from the date of the written agreement signed by both parties. These amendments shall serve as integral parts of this MCH.

ARTICLE XIII: TERMINATION

The agreement may be terminated by the authorized official representatives of either institution by written notice. Such notice must be given at least three months before it becomes effective. Such termination shall not affect the completion of any activity underway at the time or the rights of individuals exchanged under this agreement, prior to the notice of termination.

In Witness Whereof, the duly authorized representatives of the Parties have signed this MCH:

This MCH is signed in two originals in English on _____ (Date) in _____ (City, County)

On behalf of

On behalf of

Name of Party 1

Name of Party 2

Name of Signing Authority

Name of Signing Authority

Designation

Designation

Name of Party 1

Name of Party 2

Date

Date

Witness

Witness

1. Name, Designation & Signature

1. Name, Designation & Signature

2. Name, Designation & Signature

2. Name, Designation & Signature


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Annexure III: List of Documents to be submitted with the proposal for Memorandum of Understanding (MOU) with a Private Entity/ Non-Governmental Organization (NGO)

S. NO.	DOCUMENT	YES/ NO	ANNEXURE
1	Company/NGO Registration Certificate		
2	Memorandum Of Association And Bye-Laws		
3	Whether NGO is empanelled with NITI AAYOG or any other Ministry of Central/State Government		
4	Unique ID Number allotted by NITI AAYOG		
5	Work Experience of Last 3 years		
6	Work Experience of last 3years with any Government organization/department		
7	Details of Annual Financial Statements of the last 3years		
8	Details regarding the source of funding		
9	Other information, if any		

Kindly note that this list of documents is tentative and any other document, as the Competent Authority may deem fit, may be asked for.


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 Jr. Md. Zeya Haider
 Director IQAC
 L.N.M.U., Darbhanga


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 REGISTRAR
 L.N. Mithila University
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