



DAYANANDA SAGAR  
UNIVERSITY



## MEMORANDUM OF UNDERSTANDING

DAYANANDA SAGAR UNIVERSITY, BANGALORE, INDIA  
and

NIZHYN MYKOLA GOGOL STATE UNIVERSITY, NIZHYN, UKRAINE

### About Dayananda Sagar University (DSU)

Dayananda Sagar University (DSU), ("the University") is a private university established in 2013. It is located in Bangalore, Karnataka. The university is ranked 4<sup>th</sup> among new universities by Karnataka Rating Framework (KSURF) and top-ranked in International Collegiate Programming Contest (ICPC) India Regional Finals. It seeks to potentially develop collaborations and/or exchanges in fields of shared interest and expertise.

### About Nizhyn Mykola Gogol State University (NMGSU)

Nizhyn Mykola Gogol State University (NMGSU) was founded in 1805 and is one of the oldest among the continuously working universities in Ukraine. The university is a regional higher education establishment committed to research and cooperation that works collaboratively with business, government and non-government partners. The University holds the highest 4th level of accreditation from the Ministry of Education and Science of Ukraine and trains in more than 60 bachelor, master and post-graduate programmes.

### Background

This is a non-binding Memorandum of Understanding (MOU) that is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two parties. This MOU does not create binding or legal obligations on either party. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees or agents. Nothing in this MOU is intended to or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students, or representatives be considered employees, agents, or representatives of any other party.

#### 1. Purpose

This MOU serves as written understanding of potential collaborations between Nizhyn Mykola Gogol State University (NMGSU) and Dayananda Sagar University (DSU), as described in Section 3 below.

#### 2. No Commitment of Resources

Commitments of specific institutional resources, including but not limited to personnel time, facilities, intellectual property, and/or financial resources, are beyond the scope of this MOU. Nothing in this MOU obligates the other party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties. Neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby, except as expressly provided in a separate written agreement signed by both parties.

#### 3. Potential Collaborations and/or Exchanges

Both institutions may encourage the potential development of the following types of collaborations and/or exchanges:



- A. Visits and informal exchanges of faculty, scholars and administrators in specific areas of education, research and outreach;
- B. Collaboration in undergraduate and graduate education;
- C. Joint conferences, symposia, or other scientific meetings on subjects of mutual interest;
- D. Exchange of academic information and materials;
- E. Joint research programs and collaborations;
- F. Other exchange and/or cooperation activities to which both parties agree in writing

**4. Responsibilities of the Parties to be Set Forth in Separate Agreements**

The two parties recognize that the implementation of any agreed upon activity listed in Section 3 above will depend upon the interests and expertise of the individuals involved and the availability of financial resources, facilities, and other resources. Accordingly, the implementation of any specific exchange and/or cooperative activity contemplated in Section 3 shall be separately negotiated and determined between the two institutions and documented in a separate written agreement signed by both parties.

**5. Advertising and Publicity**

Both the institutions may with prior written approval of each other, publicly advertise the collaboration under this MoU among students, staff etc. Where reasonably possible, in making advertisements or public announcements in relation to this MoU, each institution shall acknowledge the participation of the other institution and the contribution that other institution has made if any

**6. Compliance with Applicable Laws, Regulations, and Policies**

It is further expected that both parties will be compliant with all applicable State and federal laws and regulations while building new programs.

**7. Duration and Option to Amend, Extend or Terminate this MOU**

This MOU will become effective when the last required signature is obtained by both parties. This MOU will remain in effect for five (5) years, not to exceed five years beyond the effective signature date. This MOU may be renewed or amended by mutual agreement of the parties and shall be in writing and executed by an authorized representative of each party. Either party may terminate this MOU at any time and for any reasons by providing written notice of such termination to the other party. Any termination of this MOU shall be without penalty. If this MOU is terminated, neither the Affiliate nor the College/University shall be liable to the other for any monetary or other losses that may result.

**8. Confidentiality**

The parties undertake to keep confidential and not disclose the contents of this MOU as well as all information disclosed to or obtained by the parties from each other pursuant to this MOU, and other information or documents that may come into possession of the Parties in connection with performance of their obligation under this MOU.

**Confidential Information** of a party (Disclosing Party) means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented Intellectual Property, financial, sensitive and business information and all other commercially valuable information of the Disclosing Party, in any form, which is by its nature confidential or which is designated by the Disclosing Party as confidential to it and all copies, notes and records and all related information generated by using such information but excluding Course IP





If a Party discloses confidential information to the other Party, the receiving Party undertakes to maintain the confidentiality, shall use the information only as is necessary to fulfil the agreed purposes of the MOU and shall not disclose the information except as authorised by the disclosing Party or as required by law.

#### 9. Non Exclusivity

This MOU shall not be construed as to vest obligations of exclusivity upon the signatories. Other similar Memoranda or Agreements may be entered into freely by both the parties with any other third parties, organisations, and/or institutions.

#### 10. No Permission to Use Names or Trademarks

Nothing herein allows either party to use the name or trademarks of the other, either expressly or by implication, in any publicity, solicitation, or advertisement without the express written approval of the other party to this MOU. Neither Party shall do any act that would violate the Intellectual Property rights of the other Party.

#### 11. Contact Information (may be updated from time to time in writing and attached to this MOU).

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##### Dayananda Sagar University

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##### Dayananda Sagar University

  
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