

AMITY UNIVERSITY HARYANA

Policy on MoUs and Agreements

1. **Introduction:**

- 1.1. The policy related to drafting and vetting of MoU's and agreements is applicable to all MoUs signed at Amity University Haryana, Gurugram including all its institutes, faculty and departments.
 - 1.2. These procedures specify the requirement and processes associated with the Management of Academic Agreements / Contracts and Memoranda of Understanding (MOUs) – Governing Policy and should be read in conjunction with this policy.
 - 1.3. It is vital that there is a clear understanding of the type of agreement that is being entered into by the University or its institutes, i.e. Agreement, Contract or regular Memorandum of Understanding (MOU), to ensure the appropriate procedures are followed.
 - 1.4. **Memorandum of Understanding** (MOU) means a document that is intended to formalize the terms of a relationship, arrangement or understanding between the University and another party – generally an Institution, University or Research lab etc, but unless otherwise specified is not intended to be legally binding on either party. An MOU may lead to the development of separate contracts with legal intent.
 - 1.5. **Agreement** means a form of legally binding contract that requires a high degree of formality for its creation. Execution of an Agreement or a Deed may occur under seal or by signing and delivery by a duly authorized signatory and ensures that the specified terms and conditions are legally enforceable, even in the absence of consideration. If the University Seal is required to be used for execution purposes it must be used and affixed to a deed in accordance with the University's Policy on MoUs and Agreements under the Seal of the University.
 - 1.6. **Contract** means an agreement between parties (University being one of them) intended to have legal significance and involving the transfer of consideration (that is, value – financial or some other type of benefit - flowing from the beneficiary of the transaction). Contracts generally articulate business relationships for the acquisition or supply of goods or services, hardware or software, or an Intellectual Property, etc for the exploitation or transfer of intellectual property rights (e.g. licences) or for the provision of funding.
2. **Objective:** To have a standard policy for MoUs and Agreements signings aligned with AUH's mission, vision and regulations.

3. **Guidelines:** The following guidelines will be followed before signing any MoU/Agreement

- 3.1. The objective of any MoU/ Agreement, proposed to be signed, should be aligned to AUH's statutes and ordinances.
- 3.2. The collaborations proposed thereof shall promote Innovation, Industry-integration, Internationalization, Academic excellence, Skill Development and Research
- 3.3. All MoU's shall be signed in the name of Amity University Haryana
- 3.4. The MoU/Agreement shall be first vetted by a legally qualified person and further by the office of Pro vice Chancellor/Registrar, to check for any clause that may violate AUH's policies, values and ethos
- 3.5. The signatories of the MoU/Agreements shall be either of the following:
 - Vice Chancellor
 - Pro Vice Chancellor
 - Registrar
- 3.6. Deans, HoIs and HoDs or any other, as is deemed fit by the above mentioned signatories shall be the witness signatories.
- 3.7. The MoU's will follow an auto renewal clause unless it is terminated by either of the parties
- 3.8. AUH will terminate any MoU/ Agreement in case it violates any of the clauses mentioned in MoU or is acting against AUH's policies
- 3.9. Project based MoU's/Agreements will cease to be effective after the end date of the project, unless decided otherwise.
- 3.10. MoU will not have any legal bounding on any of the parties and will only be considered a document for mutual collaboration
- 3.11. Any Financial repercussion emanating from the MoU/agreement will be discussed separately and will not be a part of MoU
- 3.12. MoU's cover page shall include the logos of AUH and the other signing party, if applicable

4. **Risk Assessment:**

If the execution of an agreement is likely to be rated as a Moderate, Significant or High risk to the University, a Risk Identification Form may have to be prepared, and University's Risk Management Procedures will have to be readied by the Registrar

5. Legal Advice:

Legal advice must be sought by the University's officials where so recommended by the advising institutes/ officials with concerns such as

- 5.1.** There is a perception that significant legal issues may be involved (with respect to jurisdictions, or when a guarantee or indemnity is to be given or if there is a clause for exclusion or limitation of liability), or
- 5.2.** The draft agreement (sent by the other party or generated by the Institute) is complex or may be of high risk to the University, say - for decisions on intellectual property, research commercialization, etc or for any other matter, or
- 5.3.** When it is not clear whether the proposed agreement is legally binding or requires formalities for execution (such as execution under seal), or
- 5.4.** If agreement terms and conditions supplied do not seem to be easily operable.