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# **Memorandum of Understanding**

#### Between



## Kolhan University, Chaibasa West Singhbhum, Jharkhand, India

&





Berhampur University, Bhanja Bihar, Berhampur, Odisha-760007, India

Date: March 10, 2023 Place: Berhampur University, Odisha



### **MEMORANDUM OF UNDERSTANDING**

(FOR SCIENTIFIC AND EDUCATIONAL COOPERATION)

#### BETWEEN

Kolhan University, Chaibasa, West Singhbhum, Jharkhand, India

AND

#### Berhampur University, Bhanjabihar, Ganjam, Odisha, India

This Memorandum of Understanding made and entered into on this 10<sup>th</sup> March 2023, between Kolhan University, Chaibasa, West Singbhum, Jharkhand, India and the Berhampur University, Ganjam, Odisha, India for academic collaboration between the two institutions.

Whereas a need has been felt for the two academic Institutions to develop closer ties by utilizing each other's expertise and for stronger synergies and collaborative links in furtherance of their respective and common objectives for overall **for academic collaboration between the two institutions**.

Now therefore, the representatives of the two Institutions, namely Registrar, Kolhan University on behalf of the Kolhan University and Registrar, Berhampur University, Ganjam, Odisha, India, on behalf of Berhampur University, Ganjam, Odisha, record their understanding asset out herein under:

Based on the principles of equality, reciprocity, and mutual benefit, the Berhampur University, Ganjam, Odisha, India and Kolhan University, Chaibasa, West

1

Singbhum, Jharkhand, India here by agree to explore the following avenues of educational exchange:

- 1. Student exchange program.
- 2. Curriculum development and offering specially designed programs of study.
- 3. Collaborative Research projects.
- Promoting and encouraging joint research projects and others scholarly cooperation, particularly on Sustainable Development, Tribal Studies, Linguistics, Medicinal Plants, Environment and other areas as decided from time to time.
- 5. Development of research/ academic activities in key areas.
- 6. Initiating activities to run innovative interdisciplinary courses.
- 7. Events collaboration to accelerate entrepreneurship and innovation.
- 8. Joint Incubation Program.
- 9. Conducting workshop and training to students and faculty.
- 10. Academic leadership & Innovation.
- 11. Pursuing other mutually advantageous undertakings.

Under this Educational Partnership Agreement, no use of the name, symbols, signs or trade-marks of one university shall be used by the other without approval of the other party.

This agreement shall become effective on the date of its signing and continue thereafter for five (05) years subject to revision or modification by mutual agreement and unless terminated by either of the parties hereto. Termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate, but any activity started at either university before the date of termination may be completed. Termination shall be without penalty.

6.03.2023

#### Research collaboration:

KU and BU will encourage collaboration in research projects wherein they find any areas of mutual interest and activity. KU and BU will provide facilities to faculty members of each other's institution to explore and prepare joint proposals on thrust

2

areas for funding. Technical activities and grant sharing between KU and BU shall be mutually agreed upon while submitting such proposal to funding agencies.

#### **Academic Activities**

KU and BU agree to seek means of identifying and inviting faculty members from each other's institutions to participate in internship program, conferences, and workshops, delivering online lectures, short courses and design of new academic courses. Terms and conditions for such participation would be worked out by mutual agreement between invited faculty member(s) and institution extending such an invitation.

Fee regulation committee would be constituted comprising of the officers of both the Universities to decide the course fees and other fee which ever are applicable during the design of new courses.

#### **Exchange of Faculty and Students**

KU and BU agree to explore ways of encouraging collaboration between faculties from both the institutions. Specifically, the two institutions would encourage members of their faculty to undertake short visits or take up fixed-term assignments as visiting faculty.

#### **Guest Lectures and Workshops:**

KU and BU can conduct guest lectures and workshops on various subjects of relevance from their curriculum.

#### Internship:

BU can provide a meaningful learning environment and excellent opportunity to the interns of KU across a diverse array of categories Marine sciences, Pharmacy, Environmental studies, Zoology, Home science, IR and PM, Lingustics, Law, Tourism and Management, etc. The conditions of the internship will be decided and approved by two institutions at the time of their initiation.

#### Exchange of Scientific/Technical Material Data:

KU and BU will examine ways of exchange information on research and education programs and teaching/learning material and other literature relevant to their education and research programs.

#### Intellectual Property (IP) Rights:

- i) KU and BU agree to respect each other's rights to intellectual property (IP).
- ii) All background IP used in connection with MoU shall remain property of the party that introduces it. No license is granted to any party to use another party's background IP unless specifically agreed to in writing.
- iii) Intellectual Property Rights that arise as a result of any collaborative research or joint activity under this MoU would be subject to separate written agreements on ownership and management of such IP and each party agrees to respect ownership of IP of other parties in all dealings, consistent with officially laid down Intellectual Property (IPR) policies of partner institutions.
- iv) No party to this memorandum shall use name, logo or any other designation of any of other parties without prior written consent

#### **Relationship**

Nothing in this MoU shall be construed to make either party a partner or agent or legal representative of the other for any purpose.

#### Confidentiality

All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the both Institutions and will be used subject to such terms as each Institution may specify. The Institutions will not use the information for purposed other than the specified without the prior written consent of the other Institution. All Confidential Information shall remain the exclusive property of the disclosing party. The parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

Unpublished Information, whether oral, in writing or otherwise, discovered or conceived by the Researchers and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Institutions.

Both the universities agree to the above in principle, subject to the completion of such other formalities required by the university bodies including the approval of the competent Authority.

#### Indemnification:

- a) Each Party in this MoU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MoU.
- b) For tort liability purposes, no participating party shall be considered the agent of the other participating party.
- c) Each party to this MoU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.
- d) All the dispute in regard to this MoU will be settled mutually or can be addressed in their respective jurisdiction regions.

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5

In Witness whereof, the undersigned, duly appointed representatives of the parties, have on behalf of the parties signed the present Memorandum of Understanding, in two (02) originals at Berhampur University on this day 10<sup>th</sup> March 2023.

For and on behalf of Berhampur University, Ganjam, Odisha

Registrar

Berhampur University Ganjam, Odisha, India REGISTRAR BERHAMPUR UNIVERSITY For and on behalf of Kolhan University, Jharkhand



Registrar Kolhan University, Chaibasa, West Singhbhum, Jharkhand,India

Date:....

Date:....

Witness 1: Real (Name and address) 1613123

Dr. Larricher Rout

Dr. L. Rout, Deputy Director Central Instrumentation Centre Berhampur University

Witness 2: 9 (Name and addr Tor. Swame

P.G. Dept. of History Berhampur University Berhampur-760007 Witness 1: (Name and address)

Dean Student Welfare Kolhan University, Chaibasa

Witness 2: (Name and address)

Proctor Kolhan University, Chaibasa