



Memorandum of Understanding

Between



**Central Tribal University of Andhra Pradesh, Kondakarakam,
Vizianagaram, Andhra Pradesh-535003, India**

&



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

Date: March 9, 2023

Place: Berhampur University, Odisha

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VICE CHANCELLOR
BERHAMPUR UNIVERSITY

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09-03-2023



THE MEMORANDUM OF UNDERSTANDING FOR SCIENTIFIC AND EDUCATIONAL COOPERATION

BETWEEN

CENTRAL TRIBAL UNIVERSITY OF ANDHRA PRADESH, KONDAKARAKAM,
VIZIANAGARAM, ANDHRA PRADESH-535003, INDIA
AND

BERHAMPUR UNIVERSITY, BHANJA BIHAR, BERHAMPUR, ODISHA-760007, INDIA

Berhampur University (BU) and the Central Tribal University of Andhra Pradesh (CTUAP) agree that for encouragement and development of cooperation and exchange in areas of mutual academic interest, it is desirable to enhance research and educational processes at both the universities/institutes and to strengthen mutual understanding between their respective staff, scholars and students. The Central Tribal University of Andhra Pradesh, represented by its Vice-Chancellor and Berhampur University, represented by its Vice-Chancellor, hereby agree on academic and educational cooperation and have set forth the following Articles of Mutual Agreement:

Introduction

The primary goal of the MoU is to foster collaboration in study and research carried at both the Institutions.

The students visiting BU/CTUAP and faculty involved will be entitled to receive all information pertaining to research on behalf of BU/CTUAP. However, both Institutions have agreed upon non-disclosure of the confidential Information if any, received from BU/CTUAP.

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The collaboration will be established within the principles set out in the following headings:

Objectives:

- Both the Institutions agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.
- To utilize the research facilities of one Institution by the Post- Doctoral Fellows, Research Scholars, Students and faculty members of other institute for innovative research work.
- Joint organization of seminars, conferences, workshop, and short-term continuing education programs on topics of mutual interest with extending invitations to each other's faculty to participate therein.
- Drafting Joint research proposals for funding and engagement in research or training programs sponsored by funding agencies, while extending invitations to each others faculty.
- To do joint publication of research activities, working and registration of patents.
- To develop new courses such as Diplomas, Degree and Master degree courses related to Arts, Sciences, Languages, and Humanities and to do joint research and certification.
- To conduct research relating to various social issues of the society with a special focus on Tribal communities, their cultutre, music, arts, paintings, education and their migration studies.
- Exchange on a reciprocal basis of students for purposes of education and/or research, and other objectives included as may be necessary from time to time and mutually agreed upon.

CTUAP and BU agree that following technical description will guide each proposed activity identified and agreed upon by two institutions.

- A specific plan will be worked out for each activity, setting forth detailed arrangements for collaboration.
- The terms and conditions for each visit, including purpose, travel funding, accommodation etc. will be worked out between the Institutions.

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- An appendix will be signed for any such activity which will be annexed to this MoU and will be deemed to be a part and parcel of this MoU.

Terms of any financial arrangements will be subject to separate agreements made on a case by case basis.

Research collaboration:

CTUAP and BU will encourage collaboration in research projects wherein they find any areas of mutual interest and activity. CTUAP and BU will provide facilities to faculty members of each other's institution to explore and prepare joint proposals on thrust areas for funding. Technical activities and grant sharing between CTUAP and BU shall be mutually agreed upon while submitting such proposal to funding agencies.

Academic Activities:

CTUAP and BU agree to seek means of identifying and inviting faculty members from each other's institutions to participate in internship program, conferences, 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/teachers 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:

CTUAP 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:

CTUAP and BU can conduct guest lectures and workshops on various subjects of relevance from their curriculum and on issues like Garbology, alternate forms of energy, Waste management, Lab to land and Land to lab, Tribal health, Arts, Folk, Music etc

Internship:

BU can provide a meaningful learning environment and excellent opportunity to the interns of CTUAP across a diverse array of categories Marine sciences, Pharmacy, Environmental studies, Zoology, Home science, IR and PM, Linguistics, 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:

CTUAP 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:

- CTUAP, Vizianagaram and BU agree to respect each other's rights to intellectual property (IP).
- 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.
- 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.

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- No party to this memorandum shall use name, logo or any other designation of any of other parties without prior written consent.

Term:

This MoU shall be effective for a period of **Five (05) years** from the date of execution of this MoU and may be extended for any additional period with mutual consent of both the institutions.

Termination:

Either institution may terminate this MoU at any time without any explanation of the cause by giving three (03) months written notice to the other. Upon termination, the provisions of this MoU and corresponding program agreements shall continue to apply to ongoing activities until each is complete, up to a maximum of one (01) year from the effective date termination.

Language:

This MoU is prepared in English and may also be prepared in any other Language as required by any of the party. In the event of an inconsistency, the English version shall apply and be binding on the parties.

Confidentiality:

- Confidential Information includes all communication of information/ideas disclosed/derived in documentary or tangible form between the Institutions, including oral, written and machine-readable form, pertaining to the purpose of the visit/exchange of the students.
- In the case of such information disclosed orally or visually, the disclosing Institution shall confirm in writing the fact and general nature of each disclosure within thirty (30) days after it is made.
- The institution disclosing the confidential Information shall be referred to as the Disclosing Institution. The Institution receiving the confidential Information shall be referred to as the Receiving Institution.

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Confidential Information includes the information:

- Disclosed by or on behalf of the Disclosing Institution to the Receiving Institution.
- The Receiving Institution will not disclose Confidential Information of the Disclosing Institution to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Institution uses in maintaining as confidential its own confidential Information.
- The Receiving Institution will use the confidential information only the above-mentioned purposes.
- The Receiving Institution will restrict disclosure of the confidential information of the Disclosing Institutions solely to those employees, subsidiaries, parent, and affiliated companies of Receiving Institution
- 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.
- The obligation of non-disclosure of confidential information shall survive for five (05) years after expiry/termination of this MoU.

Indemnification:

- 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.
- For tort liability purposes, no participating party shall be considered the agent of the other participating party.
- 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.
- 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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Arbitration:

In case there be a dispute relating to any aspect of academic or research collaboration , the Vice Chancellors of BU and CTUAP will jointly resolve dispute in a spirit of independence, mutual respect, and shared responsibility.

Warranty Authority:

The person(s) executing this agreement on behalf of the Institutions represent and warrant that each has been duly authorized to execute this MoU on behalf of the Institution and will legally bind the Institution to all of its terms, performance, and provisions.

Neither Institution shall have the authority to represent or otherwise bind the other institution, non shall any of their respective agents, employees or representatives be construed to be the agent, employee.

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 **9th March 2023**.

For and on behalf of Berhampur University
Odisha

For and on behalf of Central Tribal
University of Andhra Pradesh

Geetanjali Dash
9.3.23
VICE CHANCELLOR
BERHAMPUR UNIVERSITY
Prof. Geetanjali Dash
Vice-Chancellor
Berhampur University
Odisha

T.V. Kattimani
09.03.2023
Prof. T.V. Kattimani
Vice-Chancellor
Central Tribal University of Andhra Pradesh
Vizianagaram

Witness 1:
[Signature]
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REGISTRAR
BERHAMPUR UNIVERSITY

Witness 2:
[Signature]
09/03/2023
CHAIRMAN
P.G. COUNCIL
BERHAMPUR UNIVERSITY

[Signature]
09.03.2023
Witness 1:
Dr. L. Rout, Deputy
Central Instrumentation Centre
Berhampur

Witness 2:
[Signature]
09/03/23
CO-ORDINATOR
Department of Linguistics
Berhampur University
Bhanja Bihar, Ganjam-760007