

मध्य प्रदेश MADHYA PRADESH

CG 156747

This **MEMORANDUM OF UNDERSTANDING** is entered on the 23rd day of February 2024.

Between

Doctor Harisingh Gour Vishwavidyalaya, Sagar (MP), India is a Central University catering to the needs of education and research in higher education particularly in central province (Madhya Pradesh) (hereinafter referred to as '**DHSGV**', which expression shall, unless it be repugnant to the context or meaning thereof, to be deemed to include its successors, executors, administration and assignee), being of the **FIRST PART**;

and

Uttar Pradesh Rajarshi Tandon Open University, Prayagraj, India is an Open University for education and research in (hereinafter referred to as '**UPRTOU**' which expression shall, unless repugnant to the context in which it is used, includes its successor and administration) of the **SECOND PART**.

DHSGV and **UPRTOU** individually referred to herein as a 'party' and collectively as the 'parties'.

A: Preamble:

Whereas, **DHSGV**, established in 1946 as India's sixteenth University and a Central University, since 2009, having accredited Grade A+ (4th Cycle, 2023) by the National Assessment and Accreditation Council (NAAC), Bangalore is imparting teaching and research in the various streams in the Schools of Arts, Languages,

1

Applied Sciences, (Forensic Science & Criminology, Anthropology & Geography), Chemical Science (Chemistry), Biological Sciences (Botany, Zoology, Microbiology, Biotechnology), Engineering and Technology (Applied Geology & Pharmaceutical Sciences), Social Sciences, Humanities, Education, Commerce & Management, Law, Music and Fine and Performing Arts. In order to meet the challenges of the knowledge era and to keep pace with the knowledge explosion in higher education, **DHSGV** is committed to inculcate and sustain quality in all the dimensions of higher education *viz.* teaching, learning, research, extension and governance while catering to the regional and global needs.

Whereas, **UPRTOU** established in 1998 by the Government of Uttar Pradesh as an Open University that is accredited by the National Assessment and Accreditation Council (NAAC), Bangalore in year 2022. The **UPRTOU** is an acclaimed university of the country engaged in the academic and research activities in several contemporary areas and streams in the Schools of Humanities, Social Sciences, Sciences, Education, Management Studies, Health Sciences, Computer & Information Science, Agriculture Science and Vocational Studies.

Whereas, it is highly desirable to develop multi-disciplinary training and research through involvement and integration of diverse but relevant disciplines through synergy and knowledge sharing, and ensure dissemination of knowledge to all corners of the country;

Both parties felt that a sustained, synergetic and effective collaboration between **DHSGV** and **UPRTOU** will enhance the strength, and add value to, the efforts of each party;

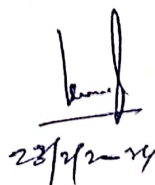
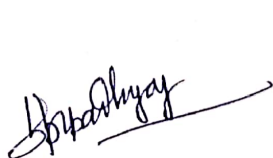
The Parties therefore agree on the objective of creating an institutional framework for enriching scientific endeavors in mutually agreed fields of research and training with the following broad objectives:

B : Broad Objectives:

1. Develop synergistic collaborations in a resource-sharing and knowledge-sharing environment in various areas of science and technology or humanities.
2. Develop academic and research programmes and share expertise in training and other academic activities through joint organization of events, joint guidance of students, exchange of faculty & students and internship etc.
3. Develop research programmes for funding by internal, national and international agencies.
4. Design and develop outreach activities and programmes for various mutually identified goals of **DHSGV** and **UPRTOU**.
5. Develop collaborations in laboratories and equipment sharing as well as publications, patents (if any).

C : Mode of Operation:

Both parties will provide necessary support for effective implementation of the MoU within their institutional rules and procedures.



23/12/24

1. This MoU shall be effective from the date it is signed by both the Parties.
2. Within the broad framework of the MoU, **UPRTOU** and **DHSGV** can develop joint research, academic or scientific programmes, exchanges, development of facilities, etc.
3. Any financial commitment for joint activities under this MoU shall be subject to the approval by the competent authority of the respective organizations.
4. The activities under this MoU shall be coordinated, monitored and recorded by a Coordination Committee constituted of members nominated by both parties; each organization will appoint a **Coordinator** who will organize joint meetings at regular intervals at mutually agreed locations and maintain records of agreements, work plan and progress. The coordination committee will comprise of at least three members, preferably:


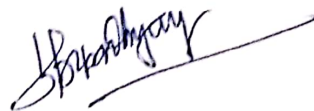
1. Co-ordinator
2. Head of the concerned department
3. Faculty member executing the project/involved in the thrust area

More members may be opted as per the need of the MoU.

5. The visitors will be bound by the rules and regulations as well as code of conduct of the host institution.
6. The Coordination Committee will also formulate the procedure for exchange of students, faculty and other visitors, in accordance with the University norms. The travel and stay of the faculty under MoU will be supported by the respective university/ institute as per their norms.
7. The mode and quantum of resource sharing will be decided based on recommendation of the Coordination Committee on the case-to-case basis, **subject to approval of competent authority as required.**
8. The Coordination Committee will formulate action plans at its meetings and communicate for information and necessary approvals by the concerned authorities.
9. In case of transfer/installation of equipments and other capital assets, an additional document of commitments shall have to be signed by the receiving institute, which shall be the part of this MoU.

D : Obligations of the Parties

1. In accordance with the clause C-4 as above, each party shall nominate a Coordinator and members to the Coordination Committee within 15 days of signing the MoU.
2. Each Party shall provide all necessary support at its disposal and as allowed by its institutional rules, for implementing this MoU effectively.



28/12/24

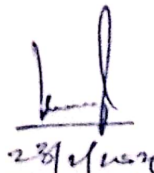
3. **DHSGV** will recognize **UPRTOU** faculty members/scientists as guide/co-guide as per the provisions of existing ordinance for students registered at **DHSGV for PhD programme** and vice-versa.
4. Both the parties will train & guide students and faculty members based on need and availability of resources as per institutional procedure.
5. The Parties shall share knowledge and facilities within the institutional rules of each Party, to:
 - a. Provide access to libraries, archives, research laboratories and other facilities.
 - b. Provide access to high-end instruments and equipments as mutually agreed. The charges of using the high-end instruments, if any, will be admissible as per university norms as applicable to samples of internal faculty members.
 - c. Encourage joint discussions on new developments, formulation of academic and writing of scientific and technical papers and projects.
 - d. Share knowledge/ information and publications/magazines/literature as may be essential for the academic pursuit.
 - e. Provide logistical support for the scientists/experts/faculty members/students involved in this MoU at both parties' locations.
 - f. No financial commitment from either Organization shall be assumed unless a formal approval/acceptance to that effect has been accorded through signed documents by both the Organizations.

E : Duration and Termination

1. This MoU shall remain in force initially for a period of Three years, however, where after, it may be **renewed with mutual consent of both the parties for a further period of Three years unless any of the party seeks termination in writing.**
2. This MoU may be terminated prior to the expiry of the MoU as indicated above with *three months'* notice and with the written consent of the either of the Head of the two organizations.
3. Termination of this **MoU** between the participating components shall not terminate the agreements entered between the **Parties** and with any third parties whom the **Parties** may have entered into in executing the agreements under this **MoU; the Parties** shall continue to obtain the benefits of the **MoU** and agreement. After termination of **MoU**, neither of the **Parties** will be responsible for any losses, financial or otherwise, which the other **Party** may suffer. Upon termination or expiry of the **MoU**, **Parties** are obliged to keep the information confidential, as agreed above.

F : Data Sharing and Intellectual Property Rights

1. No rights in Industrial and/or Intellectual Property (Including without limitation, letters, patent, registered design, software copyrights, trademark and copyright) owned by the **Parties** on the date of signature of this **MoU** and independently developed on their part are hereby granted by the owning **Party** to the other



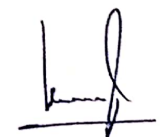
23/1/2024

Party, nor shall any such rights be deemed to be granted except specified by the owning **Party** in writing. Each Party will have the exclusive ownership and rights on the independently developed intellectual property after the signing of **MoU**.

2. The Intellectual Property Rights in respect of joint project will be decided on case-to-case basis. **Parties** will mutually decide on sharing of required information by way of joint publication in journals and seminars or workshops etc. All publications resulting from the collaboration between the **Parties** will be mentioned in the scientific reports of the either **Party**.
3. Sharing of any data generated (either observational or computational) under the aegis of this MoU shall be as per the provisions of the specific project/programmme.
4. Each Party shall duly acknowledge the contribution/involvement of the other Party in a given activity in its bulletins/publications/media release/outreach and any other official communication.
5. Every member of both Parties in any activity under the aegis of this MoU shall abide by the prevailing policies of Govt. of India with respect to classified information/data. During the tenure of this MoU and for **Three years** thereafter, **Parties** undertake on their behalf and on behalf of their employees or representatives or associates to maintain strict confidentiality and prevent disclosure thereof to any third party, all the information and data exchanged or generated during the operation of MoU.

G : GENERAL PROVISIONS

1. Neither **Party** shall assign, or in any manner, transfer its interest or any part thereof in this **MoU**, except to wholly owned subsidiaries and agreed explicitly to that effect in writing. This **MoU** shall be binding on and inure to the benefit of the **Parties** hereto and their respective heirs, personal representatives, successors and assignees; and,
2. This **MoU** constitutes the entire understanding between the **Parties** relating to the subject matter hereof and supersedes and cancels any and all previous or collateral **MoUs**, negotiations, commitments, representations or understandings between the **Parties** with respect to this **MoU**, and the subject matter hereof. If any of the provisions of this **MoU** are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this **MoU** shall not render any other portion invalid; and,
3. No amendments or modifications of this **MoU** shall be valid unless they are made in writing by both the **Parties** or their authorized representatives and specifically stating the same to be an amendment of this **MoU**. The modifications/changes shall be effective from the date on which they are made or executed unless otherwise agreed to.

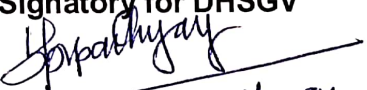
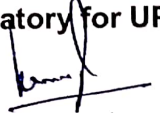
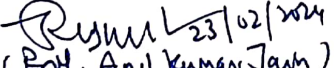



28/1/2024

J : SEAL OF THE PARTIES

In witness whereof, the **PARTIES** represented by their authorized representatives, set forth their hands on this the day, month and year first stated above, agreed and accepted this **MoU** to be signed in the presence of the following witnesses:

IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed by its duly authorized authorities as of date first written above.

For and on Behalf of DHSGV, Sagar (MP)	For and on Behalf of UPRTOU, Prayagraj (UP)
<p>Authorized Signatory for DHSGV Signature :  Name : Dr. S.P. Upadhyay Designation : Seal : कुलसचिव / Registrar डॉ. हरीसिंह गौर विश्वविद्यालय, सागर (म.प्र.) Dr. Hari Singh Gour Vishwavidyalaya, Sagar (M.P.)</p>	<p>Authorized Signatory for UPRTOU Signature :  Name : Vinay Kumar Designation : (Vinay Kumar) Registrar Seal : U.P. Rajarshi Tandon Open University Prayagraj</p>
<p>Witnesses (Name & Signature): 1.  23/02/2024 2. (Prof. Anil Kumar Jadhav)</p>	<p>Witnesses (Name & Signature): 1.  2. 23/02/2024 Dr. Anand Singh Associate Professor, SOE</p>