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 Purchased by : DR OM PRAKASH PRINCIPAL HNBGP NAINI PRAYAGRAJ
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : DR OM PRAKASH PRINCIPAL HNBGP NAINI PRAYAGRAJ
 Second Party : RAJARSHI TANDON OPEN UNIVERSITY PRAYAGRAJ
 Stamp Duty Paid By : DR OM PRAKASH PRINCIPAL HNBGP NAINI PRAYAGRAJ
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the- Two Thousand and Twenty-Two(.....), by and between-

HEMWATI NANDAN BAHUGUNA GOVT. P.G. COLLEGE, NAINI, PRAYAGRAJ AFFILIATED TO PROF. RAJENDRA SINGH (RAJJU BHAIYA) UNIVERSITY, PRAYAGRAJ (UP), THE FIRST PARTY represented herein by its **PRINCIPAL**

AND

U.P. RAJARSHI TANDON OPEN UNIVERSITY, SHANTIPURAM SECTOR F, PHAPHAMAU, PRAYAGRAJ, THE SECOND PARTY, and represented herein by its **REGISTRAR.**

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

Statutory Ager

1. The authority of the State Government to issue e-stamps is conferred by the provisions of the Information Technology Act, 2008.
2. The e-stamp is issued in accordance with the provisions of the Information Technology Act, 2008.
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WHEREAS:

A) First Party is a Government Higher Educational Institution named:

(i) HEMWATI NANDAN BAHUGUNA GOVT. P.G. COLLEGE, NAINI, PRAYAGRAJ AFFILIATED TO PROF. RAJENDRA SINGH (RAJU BHAIYA) UNIVERSITY, PRAYAGRAJ (UP).

B) Second Party is an U.P. Government Open University, named:

(i) U.P. RAJARSHI TANDON OPEN UNIVERSITY, SHANTIPURAM SECTOR F, PHAPHAMAU, PRAYAGRAJ, established under act No. 10/1999 passed by U.P. legislature.

C) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

D) The Parties intent to cooperate and focus their efforts on cooperation within area of :-

- (a) Exchange of Faculty members,
- (b) Joint Research Activities,
- (c) Participation in seminar and academic meetings,
- (d) Developing and executing special academic programmes,
- (e) Joint Consultancies
- (f) Organizing joint conference/seminars/workshops
- (g) Writing of Self Learning Materials
- (h) Examination related activities
- (i) Exchange of academic materials and other information

E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of both Parties providing significant inputs to them in developing suitable teaching / training systems.

1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and

documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU.

CLAUSE 2

SCOPE OF THE MOU

- 2.1 Research activity:** The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of both institutions. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design/Paper Setting:** Both parties will assist in designing of teaching / training methodology and curriculum and paper setting and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Faculty Interchange:** Both parties will contribute to exchange of learned faculty members towards guest lectures as decided between parties to the benefit of students and providing them best opportunities of learning.
- 2.4 Study Material Writing:** Both parties will effectively contribute towards writing of study material as and when required by either party in the interest of the organization and students.
- 2.5 Cultural Activity Interchange:** Both parties will assist and collaborate with each other in conduct of cultural activities/programmes and in exchange/ participation of students with regard to the same within campus in the interest of students and parties.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.**
- 2.7 There is no financial commitment on the part of both the parties to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.**

CLAUSE 3

INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.**

CLAUSE 4

VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.

4.2 This MOU can be terminated by either Party by issuing a prior notice of 3 months to the other Party.

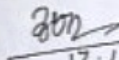
CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

Signed on behalf of First Party


17.12.2022
PRINCIPAL

HEMWATI NANDAN BAHUGUNA GOVT. P.G.
COLLEGE, NAINI, PRAYAGRAJ, 211008

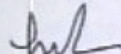
Signed on behalf of Second Party


REGISTRAR

U.P. RAJARSHI TANDON OPEN
UNIVERSITY, SHANTIPURAM SECTOR-F,
PHAPHAMAU, PRAYAGRAJ, 211021

WITNESS 1.

Name: Prof. (Dr.) Subarna Sarkar


Signature: 

Date: 17/12/2022

Place: Naini

WITNESS 2.

Name: Ashutosh Gupta

Signature: 

Date: |

Place: