

This Memorandum of Understanding (MOU) is entered into on 19th day of January, 2024.

BETWEEN

Girijananda Chowdhury University, Hathkhowapara, Azara, Guwahati, Assam 781017, a private university established in accordance with the provisions of the Assam Private Universities Act, 2007, (Assam Legislative Act XLVII (47) of 2022) and approved by the UGC; through the Vice-Chancellor/Registrar, of the One Part

AND

Rabindranath Tagore University, Hojai, Assam 782435, a State university established under the Assam Legislative Act No. XXXIV of 2017 through the Registrar i/c, of the other Part.

WHEREAS the Girijananda Chowdhury University (hereinafter referred to as GCU) is a reputed University in India providing higher education in most of the branches of knowledge, besides excelling in research in various disciplines in Science, Technology, Humanities, Management and Commerce Streams, in addition to being a pioneer institution in innovating new ideas in education.

AND WHEREAS the Rabindranath Tagore University (hereinafter referred to as RTU) is a reputed University in India providing higher education in most of the branches of knowledge, besides excelling in research in various disciplines in Science, Management and Commerce Streams, Literature and Arts in addition to being a pioneer institution in innovating new ideas in education.

WHEREAS the Girijananda Chowdhury University and Rabindranath Tagore University are willing to cooperate in the promotion of teaching, research, and innovation, desire to enter into a Memorandum of Understanding for the purpose of fulfilling their objectives in a better way.

Silak Ch. Palit
Registrar i/c
Rabindranath Tagore University
HOJAI, Assam-782435

19/01/2024
Registrar
Girijananda Chowdhury University, Assam
Azara, Guwahati - 781017

1. SCOPE OF COOPERATION:

1.1 The activities to be carried out under this cooperation shall include:

- Exchange of students
- Exchange of teaching and research scholars
- Joint scientific research
- Exchange of scientific papers and publications
- Exchange of academic information and publications
- Promotion of participation of the faculty members in the courses, conferences, seminars, etc.
- Joint organization of conferences, seminars, workshops, etc.
- Joint publications of academic work

The organizations will also coordinate activities such as:

- Joint academic programs leading to award of certificate, diploma and degree by Girijananda Chowdhury University
- Collaborative cultural programs
- Collaborative language programs
- Student exchange programs
- Faculty exchanges
- Joint research projects and educational programs
- Course and curriculum sharing and development
- Organizing seminars/conferences/workshops/lectures etc.

1.2 Both the Institutions will endeavor to assist each other in the development of their educational and research services.

1.3 Both the Institutions will attempt to maintain parity with personal exchange arrangements over the period of this MOU.

1.4 Whilst the purpose of this MOU is to outline an academic and management framework between the Institutions, they do not intend to be legally bound to each other, and this MOU does not impose any legal obligation on either party.

1.5 This MOU shall not be assignable by either University/organization, in whole, or in part, without prior written consent of the other University.

1.6 The undertaking of each activity to be carried out under this MOU will be subject to the availability of funds.

Jilukh Ch. Kalita
Registrar
Rabindranath Tagore University
HOJAI, Assam-782435

Abhishek 2024
Registrar
Girijananda Chowdhury University, Assam
Azara, Guwahati - 781017

2. INTELLECTUAL PROPERTY RIGHT:

- 2.1 Unless otherwise agreed to, all rights and title to Intellectual Property, whether or not patentable, conceived and reduced to practice, in the performance of the activities under this MOU, exclusively by an employee of any two universities/organizations shall be owned by that, university/organization.
- 2.2 All rights and title to Intellectual Property whether or not patentable, conceived and reduced to practice jointly by employees of both universities/organizations shall be jointly owned. Neither University shall use or license to any third party such jointly owned intellectual property for any purpose, whatsoever, without prior written consent of the other university/organization.

3. COORDINATION COMMITTEE:

- 3.1 There will be a Co-ordination Committee for effective execution of the activities to be carried out under this MOU and for reviewing their progress. The composition of this Committee will be as follows:
- 3.2 A Senior Faculty member of the Girijananda Chowdhury University nominated by the Vice-Chancellor, will be Coordinator of the activity.
- 3.3 One Joint Coordinator nominated by the Vice-Chancellor of Girijananda Chowdhury University.
- 3.4 One member nominated by the Vice-Chancellor of the Girijananda Chowdhury University.
- 3.5 The Committee shall submit a written report of the progress of the activities to be carried out under this MOU to each Party, annually, together with any suggestions for improvements.
- 3.6 A similar committee shall be formed by the other university/organization.

4. CONFIDENTIALITY:

The parties agree that the ownership of and any other rights relating to intellectual property arising from or in connection with any program or activity under this Memorandum of Understanding shall be determined on a case-by-case basis, and shall therefore be specified and agreed for each such program or activity in a separate written agreement between the parties.

Srijan Ch. Kala
Registrar
Rabindranath Tagore University
HOWAI, Assam-782435

Abhishek
Registrar
Girijananda Chowdhury University, Assam
Azara, Guwahati - 781017

5. EFFECTIVE DATE AND DURATION OF THE MOU:

This MOU shall be effective from the date it is signed by the parties hereto. The duration of the MOU will be initially for a period of 03 (three) years from the effective date, unless or otherwise terminated earlier, as per Clause 6.

6. AMENDMENT TO MOU:

No amendment to this MOU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MOU.

7. TERMINATION OF MOU:

7.1 The MOU can be terminated by either party giving the other party, a prior written notice of not less than ninety days of its intention to do so, but without dishonoring any commitment entered into prior to the date of termination notice.

7.2 This MOU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further.

7.3 Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

8. DISPUTE RESOLUTION:

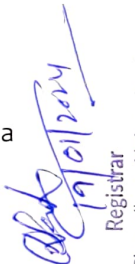
Any dispute arising under the terms and conditions of this MOU shall be referred to a competent independent Arbitrator as agreed to by both the Institutions.

9. Force Majeure:

For the purpose of this MOU the expression *Force Majeure* shall mean any clause affecting the performance of a party of its obligations arising from the acts, events, omissions, happenings, or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) government regulations, fire, flood, earthquakes, strikes, or any other disaster or an industrial dispute, affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening, or non-happening will be considered *Force Majeure*, if it is not attributed to willful act, neglect or failure to take reasonable precautions of the affected party. Neither party shall whatsoever, including but not limited to any damage or abetment of charges whatever directly or indirectly caused to or incurred


Dibak Ch. Kalita
Registrar i/c

Rabindranath Tagore University
HOJAI, Assam-782435


Girijananda Chowdhury
Registrar

Girijananda Chowdhury University, Assam
Azara, Guwahati - 781017

by the other party by reason of any failure or delaying the performance of its obligation hereunder which is due Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavors to continue to perform or resume the performance of such obligations hereunder for the duration of such Force Majeure event.

IN WITNESS WHEREOF both the parties have hereunto set their hands and seals, the day and the year hereinabove mentioned.

For and on behalf of

[Signature]
19/01/2024
Girijananda Chowdhury
University

Registrar
Girijananda Chowdhury University, Assam
Azara, Guwahati - 781017



Jelak Ch. Kalita
For and on behalf of Registrar i/c
Rabindranath Tagore University
Rabindranath Tagore University
Guwahati Assam-782435

Witnesses

1. Dr. Laxmi K. Thakuria
Dy. Controller of Exam, RTU.
2. Dr. Shekhar Kanti Sanjay
Dy. Registrar, RTU.

Witness

1. *[Signature]*
19/01/24
DEAN (Engg & Tech)
2. *[Signature]*
19/01/24
Dean, Humanities
& Social Sciences.