

# MEMORANDUM OF UNDERSTANDING

Between



Girijananda Chowdhury University

&



Kharupetia College

This Memorandum of Understanding (MoU) is entered into on **23rd day of May, 2023**, in Kharupetia, Darrang, Assam.

**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**

**Kharupetia College**, situated at Darrang, Assam, Pin-782402, established in the year 1981, and taken over by the Govt. of Assam, under deficit system of grants-in-aid w.e.f. 25/03/98; and provincialized by the Govt. of Assam w.e.f. 01/12/2005 vide Govt. notification No. LPG. 112/2005/158 dated the 19th December, 2005. through the Principal, 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 and Humanities, Management and Commerce Streams, in addition to being a pioneer institution in innovating new ideas in education.

AND WHEREAS Kharupetia College (hereinafter referred to as Kharupetia College) is a premier institution of higher education in Assam, India and a centre of excellence adding value to education with dedication to nurture the students and transform them into employable persons and good citizens of the nation.

WHEREAS the Girijananda Chowdhury University and Kharupetia College 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.

**1. SCOPE OF COOPERATION:**

- 1.1 The activities to be carried out under this cooperation shall include:
- exchange of students
  - the exchange of teaching and research scholars
  - joint scientific research
  - the exchange of scientific papers and publications
  - the exchange of academic information and publications
  - promotion of participation of the faculty members in the courses, conferences, seminars, etc.
  - joint organizations 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
- utilize library resources of both the institutions
- undertake student internships based on academic requirements
- organizing seminars/conferences/workshops/lectures etc.

- 1.2 Both the Institutions will endeavor to assist each other in the development of their educational 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, 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.

## **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 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/organization 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 Girijananda Chowdhury University, nominated by the Vice-Chancellor, GCU, 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.

**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 3 (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 obligation 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,

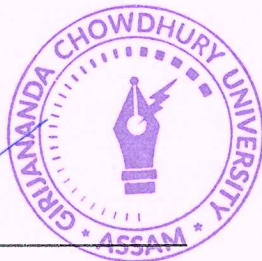
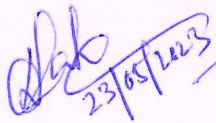


omission, happening, or non-happening will be considered Force Majeure, if it is not attributed to willful act, neglect, or failure to take reasonable precautions of the affected party. Neither party shall whatsoever, including but not limited to any damage or abetment of charges whatever directly or indirectly caused to or incurred by the other party by reason of any failure or delaying the performances 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

Girijananda Chowdhury  
University



Registrar, GCU

Registrar  
Girijananda Chowdhury University, Assam  
Azara, Guwahati - 781017

For and on behalf of

Kharupetia College



23/5/2023

Principal, Kharupetia College

Principal  
Kharupetia College  
Kharupetia, Assam