



# **Memorandum of Understanding Between**

**Doctor Harisingh Gour Vishwavidyalaya, Sagar-(MP)**

**and**

**Central University of Himachal Pradesh, Dharamshala-(HP)**

**On**

**Cooperation and Sharing of Resources**

**In the areas of**

**Research, Academics, Extension Activities and Skill Development**

**2024**

THIS **MEMORANDUM OF UNDERSTANDING** is entered on the 28<sup>th</sup> day of Feb. 2024.

Between **Doctor Harisingh Gour Vishwavidyalaya Sagar (MP) and Central University of Himachal Pradesh, Dharamshala, Himachal Pradesh**

**Doctor Harisingh Gour Vishwavidyalaya Sagar (MP)** 470003 is a Central University catering to the needs of education and research in higher education particularly in the 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

**Central University of Himachal Pradesh, Dharamshala, Himachal Pradesh** is a Central University for education and research in higher education (hereinafter referred to as **CUHP**, which expression shall, unless repugnant to the context in which it is used, includes its successor and administration) of the SECOND PART

**DHSGV** and **CUHP** 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+(4<sup>th</sup> 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, 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, **CUHP** is acclaimed Central University of the country engaged in education and research in the higher education.

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 **CUHP** 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 **CUHP**.
5. Develop collaborations in laboratories and equipment sharing as well as publications, patents (if any).
6. Skills, knowledge and aptitude are the driving forces of economy growth and social development of the country. DHSGV has developed Skill Hub and Community College and is working under NSQF to inculcate and provide skills to the students in the emerging fields. Both **DHSGV** and **CUHP** through their skill hub centre or any other skill enhancement programme shall cooperate with each other in terms of development of new skills through design of certificate, diploma etc courses. Both parties shall design effective curriculum of the courses through mutual exchange of knowledge and resources. **DHSGV** and **CUHP** shall be sharing expertise in skill development through regular students and teachers exchange programmes.

Both the parties mutually shall develop new diploma, certificate, PG Diploma, short term courses etc related to skill development, value addition, outreach program, distance learning courses etc.



**C: Mode of Operation:**

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

1. This MoU shall be effective from the date it is signed by both the Parties.
2. Within the broad framework of the MoU, **CUHP** 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.
3. **DHSGV** will recognize **CUHP** 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.
3. 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.
  - (g) 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 **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.

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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 **Five 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.
4. This **MoU** is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the **Parties** shall be only those expressly set forth herein. Nothing in this **MoU** shall be construed to grant either **Party** the right to make commitments of any kind for or on behalf of the other without the other's prior written consent. At all times contemplated herein, and **DHSGV- CUHP (SHORT FORM OF UNIVERSITY/RESEARCH INSTITUTE)** shall remain independent entities, each responsible for its own





employees. Each **Party** assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the **Party**.

#### **H: FORCE MAJEURE**

Neither **Parties** shall be held responsible for non-fulfillment of their respective obligations under this **MoU** due to the exigency of one or more of the Force Majeure events such as, but not limited to, the acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemic, Riots, Civil commotions etc. provided on the occurrence and cessation of any such event, the **Party** affected thereby shall give a notice in writing to the other **Party** within 30 (Thirty) days of such occurrence or cessation. If the Force Majeure conditions continue beyond 6 (six) months, the **Parties** shall jointly decide about the future course of action.

#### **I: GOVERNING LAWS AND DISPUTES RESOLUTION**

1. This **MoU** shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Govt. of India.
2. This **MoU** is to create a framework for enriching scientific endeavors in mutually agreed fields of research through collaboration in developing and implementing new academic and research programmes and faculty and students exchange. Hence any question, doubt or dispute arising out of the interpretation of any term or usage herein or on the implementation and functioning of the various understandings forming a part of this **MoU** shall be resolved by the Heads of the two organizations or their authorized representatives for the purpose mentioned herein by discussions and negotiations based on consensus in the spirit of developing and strengthening the mutual relationships.



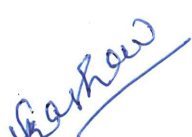


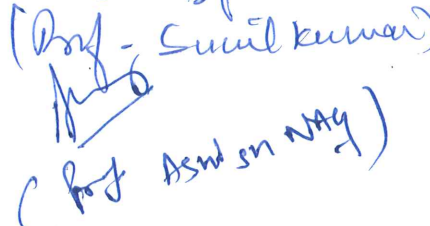
#### **J: SEAL OF THE PARTIES**

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:

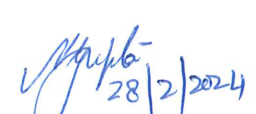
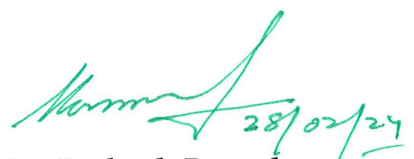
IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed by its duly authorized authorities as of date first written above.

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For and on Behalf of DMSGV, SAGAR	For and on Behalf of CUHP
<p>1. Authorized Signatory for DMSGV</p> <p><b>Registrar</b></p> <p>Signature: </p> <p>Name: डॉ. हरीसिंह गौर / Registrar Dr. Hari Singh Gour विश्वविद्यालय, सागर (म.प्र.) Vishwavidyalaya, Sagar (M.P.)</p> <p>Designation:</p> <p>Seal :</p> <p>Witness 1: </p> <p>Witness 2: </p>	<p>1. Authorized Signatory for <b>CUHP</b></p> <p><b>Registrar</b></p> <p>Signature: </p> <p>Name: Registrar Vice-Chancellor, Near HUDA Ticket Station, Dharamshala Central University of Himachal Pradesh District Kangra (H.P.)-176215</p> <p>Designation:</p> <p>Seal :</p> <p>Witness 1:  (Prof - Sunil Kumar)</p> <p>Witness 2:  (Prof Anand Singh)</p>

**In the presence of**

<p> 28/2/2024</p> <p><b>Prof. Neelima Gupta</b> Hon'ble Vice Chancellor Doctor Harisingh Gour Vishwavidyalaya, Sagar (MP) India</p>	<p> 28/02/24</p> <p><b>Prof. Sat Prakash Bansal</b> Hon'ble Vice Chancellor Central University of Himachal Pradesh, Dharamshala (HP) India</p>
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कुलपति / Vice-Chancellor  
डॉक्टर हरीसिंह गौर विश्वविद्यालय  
Doctor Harisingh Gour Vishwavidyalaya  
सागर (म. प्र.) / Sagar (M.P.) 470003

प्रो. सत प्रकाश बंसल / Prof. S.P. Bansal  
कुलपति / Vice-Chancellor  
हिमाचल प्रदेश विश्वविद्यालय धर्मशाला (हि.प्र.)  
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