

**Memorandum of Understanding**

between

**School of Education  
Central University of Gujarat**

and

**School of Education  
Central University of Himachal Pradesh**

on

**Cooperation & Sharing of Resources  
in the areas of  
Research, Academics & Extension Activities in  
Education and Teacher Education**

**12<sup>th</sup> January, 2023**

**Central University of Gujarat, Gandhinagar, Gujarat**



The School of Education, Central University of Gujarat and the School of Education, Central University of Himachal Pradesh (hereinafter referred to singularly as "the Participant" and collectively as "the Participants"),

**ACKNOWLEDGING** the existing amiable relations between the two Departments and their willingness to cooperate in the areas of Research, Academics & Extension Activities;

**DESIRING** to develop and augment cooperation between the two Departments in the areas of Research, Academics & Extension Activities considering the benefits for the students and the local communities;

**CONVINCED** of the necessity of an enduring and dynamic cooperation in the interest of both the Departments;

**BELIEVING** that such cooperation and sharing of resources would serve their common interests and contribute to the progress of academics and research in the field, advancement of the students & the faculty and development of the community in which they are serving; **have reached the following common understanding:**

#### Article 1

**Objective:** The Participants, subject to the terms of this Memorandum of Understanding; laws, rules, regulations and policies of their respective organisations and the general laws, rules, regulations and policies in force from time to time, shall endeavour to develop, augment, promote and enhance cooperation in the areas of Research, Academics and Extension activities on the basis of mutual benefit.

#### Article 2

**Areas of Cooperation:** Each Participant shall, subject to the terms of this Memorandum of Understanding; laws, rules, regulations and policies of their respective organisations and the general laws, rules, regulations and policies in force from time to time, governing the subject matter in their respective agencies, endeavour to take necessary steps to encourage and promote cooperation for the following areas:

1. Education at various levels and teacher education.
2. Research in the field of Education and Teacher Education
3. Student Development Activities
4. Faculty Development Activities
5. Community Outreach and Extensions Activities

### Article 3

**Forms of Cooperation:** Subject to the terms of this Memorandum of Understanding; laws, rules, regulations and policies of their respective organisations and the general laws, rules, regulations and policies in force from time to time, cooperation under this Memorandum of Understanding shall take the following forms:

1. Student and Faculty Development Activities such as organization of Seminars, Conferences, Workshops, Lecture Series, etc.
2. Faculty and Student Exchange Programmes
3. Organization of Literacy campaigns, Educational and Social Awareness Campaigns, etc.
4. Sharing of Research Resources
5. Sharing and Exchange of Expertise in areas such as co-supervision of research degree students, lectures, training workshops, etc.
6. Any other areas of cooperation to be mutually agreed upon by the Participants in accordance with the objective of this Memorandum of Understanding.
7. Any other form of cooperation in accordance with the Objective of this Memorandum of Understanding as set out in Article 1, to be mutually agreed upon by the Participants.

### Article 4

#### **Modus Operandi of Implementation and Execution of this MoU**

1. The Participants mutually agree that the areas of cooperation under this Memorandum of Understanding will be carried out in the manner to be jointly decided upon by the Participants.
2. In addition, the Participants may conclude specific Implementing Arrangements (hereinafter referred to as "subsidiary agreements") that are to be jointly decided upon for the purpose of implementing programmes and/or projects to be undertaken pursuant to the provisions of this Memorandum of Understanding. Such subsidiary agreements may inter-alia define the relevant modalities regarding the programmes and/or projects concerned.

### Article 5

**Financial Arrangements:** The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding shall be jointly decided by the respective Participant on a case-by-case basis subject to the availability of funds and existing financial laws, rules, regulations and policies of the respective institution.

### Article 6

**Participation of Third Party:** Either Participant may invite the participation of a third party in the joint projects, programmes and/or activities being carried out under this Memorandum of Understanding upon the agreement of the other Participant. In carrying out such joint projects, programmes and/or activities, the Participants shall ensure the compliance of the third party with the provisions of this Memorandum of Understanding.

### Article 7

#### **Protection of Intellectual Property Rights**

1. The protection of intellectual property rights shall be enforced in conformity with the existing laws, rules, regulations and policies of the Government of India.
2. The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper shall remain prohibited without the prior written approval by either of the Participants. It shall be incumbent upon both of the participants to ensure that official emblems and logos of either of the participants is not misused in any manner whatsoever.
3. The intellectual property rights in respect of any technological development, products and services development, carried out:
  - a. jointly by the Participants or research results obtained through the joint activity effort of the Participants, shall be jointly owned by the Participants in accordance with the terms to be mutually agreed upon; and
  - b. solely and separately by the Participants or the research results obtained through the sole and separate effort of the Participants, shall be solely owned by the Participant concerned.

## Article 8

### **Confidentiality**

1. Each Participant shall observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Participant during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. Both the Participants agree that the information obtained from joint activities shall not be shared with a third party without prior written confirmation from both of the Participants.
3. Both the Participants agree that the provisions of this Article shall survive the expiry or termination of this Memorandum of Understanding.

## Article 9

### **Settlement of Disputes**

1. Any difference or dispute between the Participants concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Participants.
2. Notwithstanding anything contained in above para, in case of any dispute or difference of opinion not settled amicably by the parties, essentially falling under the ambit of Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), the parties to this agreement with mutual consent shall take recourse of the same as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS- 1835 dated 22-05-2018 as amended for settlement of such disputes as per the applicable law and procedure. Further, also that all the differences or disputes including publication related disputes and/or concerning intellectual property rights arising out of any activities performed under this agreement shall be in first attempt settled through mutual deliberations, failing which those shall be further settled in terms of the applicable laws and procedure.

## Article 10

### **Effect of Memorandum of Understanding**

1. This Memorandum of Understanding serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create obligations under law and will not give rise to any legal process and will not be deemed to constitute or create any legal binding or enforceable obligation, expressed or implied.
2. Article 5 (Financial Arrangement); Article 7 (Protection of Intellectual Property Rights); Article 8 (Confidentiality); Article 9 (Settlement of Disputes) and Article 11 (Revision, Modification and Amendment) shall be binding on the Participants.

## Article 11

### **Revision, Modification and Amendment**

1. Either Participant may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed upon by the Participants shall be reproduced in writing and shall form part of this Memorandum of Understanding.
3. Such revision, modification or amendment shall come into force on such date as may be mutually agreed upon by the Participants.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

## Article 12

### **Entry into Effect, Duration and Termination**

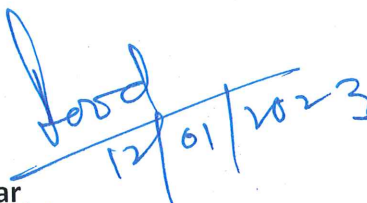
1. This Memorandum of Understanding will come into effect on the date of signing by both the Participants.
2. This MoU shall be governed and interpreted by the provisions of the Indian Contract Act, 1872 in accordance with the applicable laws and procedures made thereunder.
3. This MoU will remain effective for a period of 10 (ten) years and will automatically be extended for subsequent periods of 5 (five) years, unless either of the Participants intends to terminate it as per the Article 12, Paragraph 3.

4. Notwithstanding anything in the Article 12, either of the Participants may terminate this Memorandum of Understanding by notifying the other Participant of her intention to terminate this Memorandum of Understanding by a notice in writing, at least three (3) months prior to her intention to do so.
5. The termination of this Memorandum of Understanding shall not affect the implementation of on-going programmes and/or projects, arising from or based on this Memorandum of Understanding or any agreement entered into under this Memorandum of Understanding before and up to the date of the termination of this Memorandum of Understanding.

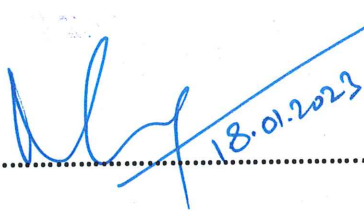
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Universities, have signed this Memorandum of Understanding on the 12<sup>th</sup> day of January 2023.

For

Central University of Himachal Pradesh

  
12/01/2023  
Registrar  
Registrar  
VC's Secretariat, Near HPCA  
Cricket Stadium, Charamshala  
Central University of Himachal Pradesh  
District Kangra (H.P.)-176215

Witnesses:


  
18.01.2023


Dean

School of Education

For

Central University of Gujarat

  
12/01/23  
Registrar  
प्रो. एच. बी. पटेल  
Prof. H. B. Patel  
कुलसचिव (कार्यवाहक)  
Registrar (Offg.)  
गुजरात केन्द्रीय विश्वविद्यालय  
Central University of Gujarat

  
12/01/2023

Chairperson

Centre for Studies & Research in Education

School of Education