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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) hereafter referred to as MoU is signed on the *seventeenth* day of *January* in the year *2018*

by

CENTRAL UNIVERSITY OF HIMACHAL PRADESH

and

THE LIBRARY OF TIBETAN WORKS AND ARCHIVES

for the establishment of academic exchange program

Central University of Himachal Pradesh, located at District Kangra, Himachal Pradesh, India hereinafter referred to as CUHP, represented by its Vice-Chancellor, Professor Kuldip Chand Agnihotri, represented through CUHP Registrar, who has been duly authorized in this regard by virtue of Act, Statute and Ordinances. On the other hand the Library of Tibetan Works and Archives, situated at Gangchen Kyishong, Dharamsala, District Kangra, Himachal Pradesh, India hereinafter referred to as LTWA, represented by its Director, Venerable Geshe Lhakdor.

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WHEREAS, CUHP and LTWA realise the mutual benefits of joining efforts to achieve the purposes set forth below.

WHEREAS, CUHP strives for inclusive access to excellence in higher education and research to emerge as a premier university of the country at par with the best universities of the world in terms of programme offerings, curricular framework, pedagogy, research, publications and integration with the world of work.

WHEREAS, LTWA strives to provide a comprehensive Tibetan study resource centre and to provide an environment that encourages research and an exchange of knowledge and experience between scholars, colleges and students from various disciplines.

THEREFORE, the parties hereto have decided to enter into this MoU pursuant to the following clauses and conditions:

CLAUSE ONE - PURPOSE

The MoU entered into hereunder shall promote, develop and bring about educational-scientific cooperation, in matters of reciprocal interest of the signatory parties, which shall in due time be defined in a specific document to be signed by the parties.

CLAUSE TWO - FORM OF EXECUTION

For the purpose of this MoU, the parties hereby commit themselves, within their respective scope of responsibilities, in providing technical, administrative, financial and operational support for the activities that shall be developed, in particular:

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- a) Promoting and fostering exchange programs, courses, seminars, internships and other activities of common interest, in accordance with the possibilities of each of the convening parties.
- b) Productively carrying out educational programmes and activities for participants from either party, in accordance with the potential of either of the programme organizing parties.
- c) Cooperating in planning and implementing exchange programmes and activities of common and reciprocal interest.
- d) In conclusion of any programme and activity, parties shall jointly prepare a consolidated report of the results achieved from programme and activity convened, pursuant to this MoU.
- e) The parties in this matter shall appoint a responsible programme coordinator, who shall carry out the programmes and activities and manage the intellectual properties for the partnerships established from the MoU.

CLAUSE THREE - OBLIGATIONS OF THE PARTIES

The parties shall further commit themselves to:

- a) Accepting, complying with, and determining that participants also comply with, all legislation, norms, and technical and administrative instructions of both the parties.
- b) Contributing, by carrying out the actions and fulfilling the objectives set forth in the Programmes and activities, to the better performance and result of this MoU.
- c) Ensuring the timely execution of the Programmes and activities.

Signature

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- d) Integrate physical and human resources necessary for the better performance of the programmes and activities.
- e) Fully complying with the participants' statutory and normative purposes, so as to safeguard their rights and prerogatives.
- f) Informing all irregularities which might occur during the programme's development and execution to the programme coordinator on a regular basis.
- g) Ensuring the coordinator and other persons appointed for the programme, full access to inspect the development of the programme.

CLAUSE FOUR - FINANCIAL RESOURCES

Expenses resulting from this MoU towards organising programme or activity shall be borne jointly by the parties. Written consents from both the parties for each programme or activity proposed is required where all the terms and conditions of the financial expenses must also be mentioned clearly.

CLAUSE FIVE - DURATION

This Memorandum of Understanding shall be effective for five years as of the date of its signature and may be extended upon amendment and agreed upon by both the parties.

CLAUSE SIX - TERMINATION

This MoU may be terminated upon agreement by the parties or unilaterally by any of parties, provided that the interested party notifies the other party, in writing, before ninety days of the effective date of the termination of this MoU, and that such termination does not negatively affect any on-going activities till their conclusions.

CLAUSE SEVEN - IRREVOCABILITY

Any forbearance of the parties hereto with respect to violations of any clauses or conditions of this MoU shall be construed as mere liberality, and under no

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circumstances whatsoever shall it result in novation, modification, waiver, or loss of the right to enforce any such obligations, pursuant to the amendment in connection herewith.

CLAUSE EIGHT - AMENDMENTS

This MoU may be changed only upon agreement by both the parties and legally drafted by an amendment in connection therewith.

IN WITNESS WHEREOF, having agreed to the terms and conditions set forth herein, the parties sign this instrument in two counterparts of equal content, for all intents and purposes.

Signed on the *seventeenth* day of *January* in the year *2018* at *LTWA*, Gangchen Kyishong, Dharamsala, Himachal Pradesh, India.

CENTRAL UNIVERSITY HIMACHAL PRADESH

Prof. Kuldip Chand Agnihotri
Vice-Chancellor, CUHP



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Ven. Geshe Lhakdor
Director, LTWA



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Witnesses:

1. Umapati 17/1/18

2. [Signature]

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