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: Article 5 Agreement or Memorandum of an agreement

: MEMORANDUM OF UNDERSTANDING (MOU) IS EXECUTED ON

THIS DAY, 12TH DECEMBER 2023

100

(One Hundred only)

THE ASSAM ROYAL GLOBAL UNIVERSITY

: PANDIT DEENDAYAL UPADHYAYA GOVT MODEL COLLEGE

: THE ASSAM ROYAL GLOBAL UNIVERSITY

100

(One Hundred only)



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MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN

THE ASSAM ROYAL GLOBAL UNIVERSITY

PANDIT DEENDAYAL UPADHYAYA GOVT. MODEL COLLEGE-KATLICHERRA

AND

FOR

Collaboration in the field of Research, Training, Student and Faculty Exchange etc.

1. Preamble:

This Memorandum of Understanding (MoU) is executed on this day, 12th December, 2023, between THE ASSAM ROYAL GLOBAL UNIVERSITY, a state private University, established by The Assam Royal Global University Act 2013 (to be read with The Assam Private Universities Act 2007), notified by the Government of Assam Gazette on 23/8/2013, herein after referred to as "FIRST PARTY/RGU", having its campus at Betkuchi, NH-37, Guwahati-781035, Assam. Starting its first academic session in July 2017, RGU currently offers multiple courses in diversified fields.

And

PANDIT DEENDAYAL UPADHYAYA GOVT. MODEL COLLEGE-KATLICHERRA. 'PDUGMC-Katlicherra, herein after referred to as "SECOND PARTY/PDUGMC-KATLICHERRA", was established in the year 2020 under the 'Scheme for Financing New Model Colleges in Educationally Backward Districts (EBDs)'. It is affiliated to Assam University, Silchar and is the only Govt. Model College in Hailankandi District, Katlicherra, P.O- Sultanicherra, Pin-788162.

The Assam Royal Global University, Guwahati and PDUGMC are hereinafter collectively referred to as 'the Parties/Universities/Institutions' and individually as 'the Party/University/Institution'.

2. Purpose:

That the broad objective of this agreement is to have a common platform for Research / Faculty and Student Exchange Program/ Summer & Winter Internship/ Projects/ Joint Consultancy/ Joint Training Programs/ Effective implementation of NEP 2020 also considering issues related to NAAC, NIRF and UGC notifications on UTSAH and PoP etc. and other activities as agreed upon by both the parties.

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3. Statement of Mutual Benefits & Interests:

- 3.1 Together, these two parties shall work towards furthering cooperation in both education, training & academic research which will be mutually beneficial for both institutions.
- 3.2 Parties shall work in cooperation for research activities; joint training programs; exchange of faculty members; summer programs; student exchange; joint publications & sharing of information, etc. in addition to taking advantage of RGU's multi-disciplinary, inter-disciplinary, vocational degree thus, providing benefit to the students of the college under the NEP 2020 scenario.

4. Forms of Cooperation:

The Parties envisage the following cooperation within the scope of this Memorandum of Understanding (MoU):

4.1: Exchange of Faculty members

For planning and handling of academic programs and courses, organization of seminars, workshops and conferences including the exchange of mutual experiences in teaching, research, and industrial practices with prior approval from parent institutions. Honorarium, transportation, and accommodation/hospitality as per institution norms.

4.2: Exchange in Research

Through joint programs in research and development, including provision of Summer/Winter Internship Programme for the students of RGU and vice versa. During the period, either institution will provide hostel accommodation to the visiting students as per the institution norms. Prior approval and agreement of the head of the concerned department of the institutions is to be obtained to allow students to work in laboratories for projects, internships, etc. The Vice-Chancellor/Registrar/Principals of the universities/institutions will be the sole authority to grant final approval.

4.3: Joint Submission of Collaborative Projects

RGU faculty will involve some of the selected faculties of PDUGMC (depending upon their interest and expertise in a chosen domain) to be Co-investigators in their project proposals for funding and vice versa. Faculty members involved in any such projects will need to seek prior approval from respective Heads of the Institution.

4.4: Seminars / Symposia / Workshop/ Training Programs to be jointly organized

To jointly organize short-term continuing education programs, to organize seminars, conferences, training programs or workshops on topics of mutual interest, and invite faculty members from both the institutions to participate therein. However, for specific co-operation, projects shall be negotiated separately between the Parties and, in each specific case, shall be

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established as separate written agreements, stating the respective rights and obligations of the

4.5 Co-Curricular activities (Sports, culture, debate, quiz etc.)

RGU and PDUGMC may conduct some Inter-University joint events, joint camps, training for specific sports etc. with mutual consultation.

5. Financial Obligations:

There will be no financial obligations on both the parties under this agreement.

6. General Coordinators:

Each party shall designate an administrative office/ department to oversee and facilitate the implementation of any agreements arising out of this MoU.

7. Intellectual Property Rights:

RGU and PDUGMC agree to respect each other's right to intellectual property. Further, all rights linked to ideas, inventions and patents generated during the MoU shall remain the common intellectual property of the Parties. The Parties shall not pass on or give usage rights of such property to any third party without the consent of the other party.

8. Dispute Settlement:

In the event of any dispute or difference arising under this Agreement, the Parties shall try to discuss and arrive at an amicable resolution thereof. If the Parties fail to arrive at an amicable resolution within (thirty) 30 days of the dispute having arisen, the matter shall be referred to arbitration by a single arbitrator appointed pursuant to the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be held in Guwahati and the language of arbitration shall be English. The Parties agree that the decision of the arbitrator shall be final and binding on the Parties. The arbitration tribunal shall also decide on the costs of the arbitration procedure.

9. Liability:

Except for loss or damages caused through gross negligence or intent, the Parties shall have no liability to each other hereunder.

10. Force Majeure:

Neither party shall be held responsible for non-fulfilment 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 eventualities like floods, earthquakes, strikes, bandhs, lockouts, epidemics, riots and commotions, etc. provided on the occurrence and cessation or cessation of such events, the party affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond four months, the parties shall then mutually decide about the future course of action.

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11. Legal Relationship:

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall be constructed to create any legal relationship between the parties.

12. Coming into Force, Amendment and Termination:

This MoU shall come into force from the date of its signature and shall remain valid for a period of 5 years. This MoU may be modified, renewed or extended with the mutual written consent of the Parties. Either party may terminate this MoU by giving six (6) months' notice in writing to the other party.

Done at RGU on this 12th day of December 2023, in two originals in the English language, one for each party.

IN WITNESS THEREOFF, both the parties have caused this MoU to be signed by their duly authorized representatives.

Signed on behalf of

The Assam Royal Global University:

Dr. Diganta Munshi

Registrar

Date:

Place: Guwahati

Witnessed by:

Full Name: Dr. Hirak Ranjan Das

Designation: Dy-director, IIS

Signature:

Date:

Dr. Diganta Munshi Registrar The Assam Royal Global University Guwahati

Signed on behalf of

Pandit Deendayal Upadhyaya Govt. Model College

Dr. Saidur Rahman Barbhuiya

Principal

Date:

Principal PDU Govt. Model Coffege Katlicherra, Hallakandi

Place: Guwahati

Witnessed by:

Full Name: Dr. Mahbubur Rahman Laskar

Designation: Assistant Professor

Signature: 101

Date: