



# NANDA NATH SAIKIA COLLEGE

Estd. 1959

P.O. TITABAR : DIST. JORHAT : PIN- 785630 : ASSAM

[ Provincialised & Affiliated to Dibrugarh University ]

NAAC Re-accredited with Grade 'B' at CGPA 2.65

Dr. Litoool Baruah  
Principal & Secretary  
email : [litooolbaruah@gmail.com](mailto:litooolbaruah@gmail.com)  
Mobile No: 9435490134

Phone No. 03771-248446(O)  
Fax No. 03771-249301(O)  
Email : [nnscollege@gmail.com](mailto:nnscollege@gmail.com)  
Website : [nnsaikiacollege.org](http://nnsaikiacollege.org)

Memo No. : NNSC/.....MOU/MGCU/2021/3481

Date : .....28/01/2021..

To

Prof. Shahana Majumder  
School of Life Science  
Mahatma Gandhi Central University,  
Chanakya Parisar, Near Sadar Hospital,  
Motihari District- East Champaran, Bihar- 845401 (INDIA)

Sub: Expression of Interest (EOI) for collaboration

Dear Sir/Madam

On behalf of Nanda Nath Saikia College, Titabar, I would like to state that we are keen to collaborate with Mahatma Gandhi Central University for academic purposes. I have attached to this purpose a signed Memorandum of Understanding (MOU) for your reference and records.

In the matter referred to above, we request the MGCU authority for kind consent. Looking forward to your cooperation and help.

Thanking you.

Yours faithfully,

*L. Baruah*  
28.1.21

(Dr. L. Baruah)  
Principal,  
N.N. Saikia College,  
Titabar.  
**Principal**  
**N.N. Saikia College**  
**Titabar**

# **MEMORANDUM OF UNDERSTANDING (MoU)**

**between**



**Mahatma Gandhi Central University, Motihari,  
East Champaran, Bihar**

*(A Central University established by an Act of Parliament)*

**And**

**Nanda Nath Saikia College, Titabar, Assam 785630**

## MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Mahatma Gandhi Central University Bihar,  
Motihari, India**

**&**

**Nanda Nath Saikia College, Titabar, Assam  
785630**

This Memorandum of Understanding (hereinafter called the 'MoU') is made on this ..... day of .....2020 with respect to the establishment of joint research, educational programs and community engagement through joint extension activities.

### BETWEEN

**MAHATMA GANDHI CENTRAL UNIVERSITY BIHAR** is a Central University established by an Act of Parliament situated in Motihari, District - East Champaran, Bihar - 845 401, herein represented by its ..... hereinafter referred to as "**MGCU**" (which expression shall, unless excluded by or repugnant to the context be deemed to include its successors in office, representative, administrators and assigns) as the **FIRST PARTY**.

### AND

**NANDA NATH SAIKIA COLLEGE** situated in Titabar, District-Jorhat, Assam-785630, herein represented by its Principal ..... hereinafter referred to as "**NNSC**" (which expression shall, unless excluded by or repugnant to the context be deemed to include its successors in office, representative, administrators and assigns) as the **SECOND PARTY**.

Further, **MGCU** & **NNSC** shall hereinafter be jointly referred to as the Parties.



## **ARTICLE I: BACKGROUND AND PURPOSE**

- To establish a framework for academic cooperation and coordination between the Mahatma Gandhi Central University, East Champaran, Bihar, India and **N.N. Saikia College, Titabar, Jorhat-785630, Assam India.**
- To bring both the institutions, scientists and research scholars and students to work together towards a common goal as addressed in the MoU.
- Co-operation between the parties may be established within the areas of research, academic exchange of students and faculties as and when required and with respect to the matter of academic importance and other mutually agreeable issues.
- For the purpose of this Memorandum of Understanding:
  - A 'home institution' refers to the institution where the student(s) is a full-time student, and from where she/he is expected to graduate or where a faculty member(s) is employed.
  - A 'host institution' refers to the institution that receives the student(s) for a specified period of time to undertake a pre-determined programme of study or research or receives the faculty member(s) for a specified period of time to participate in academic and/or research programme(s).
  - A 'short-term course' refers to an academic programme of less than six months' duration.

## **ARTICLE II: COLLABORATIVE ACTIVITIES**

Both the Institutions (MGCU & NNSC) have identified the following areas of mutual co-operation:

1. Faculty member(s) and research scholar(s) and student (s) of MGCU would collaborate with NNSC for undertaking joint research/academic programme.
2. MGCU would collaborate with NNSC to organise projects related to transfer of technology to farmers in its surrounding villages.
3. MGCU and NNSC may apply for collaborative projects to National and International funding agencies.
4. NNSC would provide short-term training / summer training / laboratory facility to the student(s) / research scholar(s)/ faculty of MGCU in their respective areas of specialization.

5. NNSC would facilitate research scholars of MGCU as part of collaborative research, with faculty at NNSC acting as co-guide.

### **ARTICLE III: TERMS AND CONDITIONS**

1. The host institution would provide appropriate housing, library, laboratory facilities and technical support to the research scholar(s)/student(s) from the partner institution.
2. The travel expenses of the faculty member(s)/research scholar(s)/student(s) visiting the host institution shall be borne by the home institution subject to the availability of funds.
3. The registration of NNSC sponsored PhD scholar(s) would be subjected to the MGCUB norms.
4. A faculty member/research scholar/student will be liable to pay for the damages caused directly or indirectly in the host institution as per the rules and regulations of host institution.
5. Neither institution shall be held responsible for any mishap/injury (fatal or non-fatal) incurred by a faculty member research scholar/student during his/her stay in the host institution.
6. The stay hours of the faculty member(s)/research scholar(s)/student(s) will be fixed as per the discretion of the host institution.
7. The faculty member(s)/research scholar(s)/student(s) and concerned authorities are expected to protect the Intellectual Property Rights (IPR) generated or likely to be generated during their research work. The IPR shall rest with the institution to which the guide of the student(s)/scholar(s) is affiliated. In the event of equal amount of work being carried out at both the institutions, patents/protections/knowledge generated will be shared in proportion as per the UGC guideline as amended from time to time. Both the parties shall be the joint applicants for IPRs.
8. MGCU and NNSC would be free to carry out follow-up research on the projects conducted under this MoU.
9. Guides from neither institution shall publish the work carried out under this MoU without the written consent of the other party.
10. During the tenure of the MoU both MGCU and NNSC will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than



in accordance with this MoU.

11. This MoU is subject to approval by competent authorities, according to the statutes of each institution. This MoU shall become effective when both signatures are affixed.
12. The implementation and/or conduct of a program, course or activity shall be negotiated and determined mutually by both the institutions.
13. The autonomy of either institution shall not be diminished, nor constraints be imposed on to carry out this MoU.

#### **ARTICLE IV: RESPONSIBILITY OF THE PARTIES**

Two coordinators will be nominated from both the institutions. They will be responsible for the overall coordination and the smooth conduct of various activities to be undertaken as part of this MoU.

#### **ARTICLE V: EXECUTIVE PROTOCOL**

The development and implementation of specific forms of cooperation based on this agreement, will be separately established between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

#### **ARTICLE VI: VALIDITY AND TERMINATION**

- The MoU will remain in force for ten years from the date of signing of the agreement and renewable afterwards. If not renewed, the MoU expired ceases its effects, without prejudice to the continuation of any ongoing activities.
- The termination of MoU shall not affect the validity or duration of activities or agreement under this MoU, which were initiated prior to this activity.
- This MoU may be terminated by either party with a minimum of 120 days written notice. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.

#### **ARTICLE VII: MODIFICATION**

Any modification or amendment of this MoU shall be made on the basis of mutual agreement and written

understanding, drawn up in two original copies in English language, both having the same legal validity.

#### **ARTICLE VIII: INDEMNIFICATION**

- a. Each Party shall, at its own expense, defend, indemnify, and hold the other Party harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against the indemnified Party (i) arising out of or related to the indemnifying Party's violation of any applicable laws, gross negligence, or willful misconduct; or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by the indemnifying Party or any of its Affiliates, participants, officers, directors, and employees.
- b. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defence of the claim.
- c. The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

#### **ARTICLE IX: FORCE MAJEURE**

- a. The Party shall not be liable for any failure to perform, any of its obligations under this MoU if the performance is prevented, hindered or delayed by a *Force Majeure* event (defined below) and in such case its obligations shall be suspended for so long as the *Force Majeure* Event continues. Each party shall promptly inform the other of the existence of a *Force Majeure* Event and shall consult together to find a mutually acceptable solution.
- b. "*Force Majeure* Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

## ARTICLE X: AUTHORISED REPRESENTATIVES

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:

For,

Name:

MAHATMA GANDHI CENTRAL UNIVERSITY,  
BIHAR  
Motihari, East Champaran, Bihar.

Designation:

Date with seal:

For,

*L. Baruah*  
28.1.21  
Principal  
N.N.Saikia College  
Titabar

Name: *Dr. Litool Baruah*

NANDA NATH SAIKIA COLLEGE  
Titabar, Jorhat, Assam

Designation: *Principal*

Date with seal:

