

MEMORANDUM OF UNDERSTANDING

BETWEEN

.....

AND

**HEMVATI NANDAN BAHUGUNA GARHWAL UNIVERSITY, (A CENTRAL
UNIVERSITY), SRINAGAR GARHWAL, UTTARAKHAND, INDIA**

FOR

.....

Year -

Memorandum of Understanding

between

.....

and

Hemvati Nandan Bahuguna Garhwal University (A Central University)

For

.....

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this day of the month of in the year by and between the (Name of the University/Institute/Department/Organization) [hereinafter called (Abbrev.)], on the ONE PART and Hemvati Nandan Bahuguna Garhwal University [hereinafter called **HNBGU**, which shall, unless the context does not admit, include its successors and assigns] having its registered office at **Srinagar (Garhwal), Uttarakhand** on the other part;

PREAMBLE

(Contains the introduction of the Both parties of the MOU and clearly state the objectives and areas of the co-operation)

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of training and quality research in cutting edge areas.

WHEREAS the “First Party” is involved in the studies on (Area of research/ Expertise) (specific mandated domain within the approved disciplines/divisions), AND WHEREAS the “Second Party”, established *vide* F. No..... dated March 20, 2009 by Govt. of India *vide* Act No. 25 of 2009 and recognized by University Grants Commission at its Department of (.....) is involved in (Area of research/ Expertise)

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

Article 1. Scope

The Scope of the MOU shall be clearly mentioned along with the identified areas of co-operation and exchange, if any. The probable outcome and the mutual benefits may be mentioned.

Article 2. PERIOD OF MOU AND ITS EXTENSION

(The proposed period of the MOU should be mentioned and the clauses/conditions in which it can be extended and for what period should be mentioned. Definite period needs to be mentioned. Ambiguous statements can be avoided.)

Article 3. Management

(This section needs to address the management for the execution of the MOU. The Respective Heads of the Organizations will be the one who are responsible for working out the details of the MOU and their effective functioning they may appoint/ constitute a Advisory committee consisting of the Expert members of the Both Organizations.)

Article 4. Role And Responsibilities Of Each Organizations

(The roles of the both organizations need to be clearly mentioned.)

Article 5 Exchange of Information

(The Conditions for the exchange of the scientific/ literary information needs to be mentioned clearly.)

Article 6 General Provisions

(This section includes the general conditions leading to the details required for the exchange of the manpower namely students and faculty. The conditions for the students leading to admission in Ph.D. and other academic programs/ dissertation works/ joint proposals/ etc can be mentioned here.

The ordinances laid down by the HNBGU for such activities must be kept in consideration while proposing such activities. The conditions proposed should not, in any way, contradict the ordinances of HNBGU.)

Article 7. Intellectual Property Rights

(The conditions for sharing any IPR (Patent/ copyright etch.) arising out of the joint research work under the ambit of MOU must be mentioned clearly.)

Article 8. FINANCIAL ARRANGEMENTS

Financial conditions, if any, should be discussed clearly.

Article 9. CONFIDENTIAL INFORMATION CLAUSE.

If there is the need to protect the information, this clause can be inserted.

Article 10. Entry into Effect, Modification and termination of the MOU.

(The date and the conditions in which the MoU will come into effect should be mentioned. The protocol for the modification of the MOU must be mentioned here. The conditions for the termination of the MoU should be written here. Process to resolve any dispute or mis-understanding, Arbitration in the areas covered by MoU should be mentioned as well.)

Article 11. FORCE MAJEURE:

(Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as, but not limited to, Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within 15 days of such occurrence or cessation. Soon after the cause of Force majeure has ceased, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay occurred in the affected activity. The agreed time of completion of the respective obligation under this agreement shall be extended by the period equal to the period of delay occasioned by such event. If the force-majeure conditions continue beyond three months, the Parties shall then mutually decide about the future course of action.)

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

FOR AND ON BEHALF OF

Fisrt Institute

Signature

Name & Seal

Date:

Place:

Witness 1. -----

Name:

Witness 2. -----

Name:

FOR AND ON BEHALF OF

**H.N.B. Garhwal University
Srinagar (Garhwal)**

Signature

Name & Seal

Date:

Place:

Witness 1. -----

Name:

Witness 2. -----

Name: