

Memorandum of Understanding

**On Exchange of Faculty, Students
And Research Purposes**

Between

**Netaji Subhas University, Jamshedpur,
Jharkhand (India)**




AND

MATS University, Raipur (C.G.)



Place: Raipur

Date: 03.05.2023


Registrar
Netaji Subhas University
Jamshedpur, Jharkhand

CL.1 THE PARTIES:

Netaji Subhas University, Jamshedpur, Jharkhand (India) signed Memorandum of Understanding with the "MATS University, Raipur(C.G.)" on 03/05/2023. This MoU is signed in view of exploring the possibilities between the parties in terms of research projects, joint organization of seminars, conferences, schools, and training programmes including exchange of faculties, students, professionals, technicians, and academics for mutual benefit of both the institutions. This Memorandum also seeks joint publications by associated researchers and/or faculty members of both institutions. This MoU would give vast opportunities for Netaji Subhas University, Jamshedpur, Jharkhand (India) to mutually collaborate with one of the most prominent international/national institutions/Universities/Colleges of the country. This Memorandum of Understanding (MoU) is effective from (Effective Date) to establish an affiliation by and between "Netaji Subhas University, Jamshedpur, Jharkhand (India)". Having an expertise in the areas of scientific, technological education and research, established under Jharkhand State Private University Act 2018 (Jharkhand Act.11,2018) having its office at Pokhari, Jamshedpur (India) here-in-after referred to as NSU, the FIRST PARTY,

And


"MATS University, Raipur(C.G.) India", a higher learning and research-intensive institution having its office located at "full address", here-in-after referred to as "MATS University", of the Second Party, for the purpose of exchange of faculty, students and staff for academic education and research. The afore said institutions are here-in-after referred to individually as *institute* and collectively as *institutes*.

CL.2 PREAMBLE/BACKGROUND OF MOU:

WHEREAS, the University Grants Commission (Promotion and Maintenance of Standards of Academic Collaboration between Indian and Foreign Educational Institutions) Regulations, 2016, mandates framing of collaboration policy of the University in consistency thereto. WHEREAS, the globalization of higher education is providing an ever-growing range of opportunities for engagement with universities and organizations across the globe. WHEREAS, to create a strong and viable science, research and innovation system for high technology led path for India as envisaged under the policy of Ministry of Science and Technology (2013), Government of India.

CL.3 GENERAL:

NSU and "MATS University" have many areas of common interest in academic, education and research such as Engineering, Sciences, Social Science, and Humanities, Law, Education, IT, Management & Commerce. Considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research. NOW THEREFORE, NSU and "MATS University" have decided to enter into this Memorandum of Understanding (here-in-after referred to as MoU), which defines the framework for the cooperation of the two institutions set out in the following sections.


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CL.4 PROPOSED OBJECTIVES AND EXPECTED OUTCOMES:

In consideration of the mutual promises set forth in this MoU, both Institutes/organization are agree to the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity. The objectives of the MoU are:

The University shall enter into the Memorandum of Understanding for any one or more of the following objective(s) *[Include at least one objective in your MoU from the list given below]*:

- (i) To prioritize the inclusive growth of the society and combining priorities of excellence and relevance.
- (ii) To promote innovation and entrepreneurship by covering and translating technology into products or processes.
- (iii) To encourage research relevant to industry.
- (iv) To encourage the mobility of experts from academia and *vice-versa*.
- (v) To device scheme for fostering academia-research-industry partnership.
- (vi) To foster resource-optimized, cost-effective innovations for the needs of humanity.
- (vii) To increase the standard of living of its citizens and to improve human health.
- (viii) To create a robust national innovation system.
- (ix) To exchange of Knowledge among students and Faculties.
- (x) To visit the laboratory

CL.4.1 Faculty/Scientist/Staff Exchanges:

- (i) The exchange of faculty to the mutual benefit of both institutions;
- (ii) To enrich the educational environment of both institutions through collaboration in teaching, research and development, and consultancy studies in the field of mutual interest;
- (iii) The exchange of academic information/materials on research and education programmes, teaching and learning *etc.*;
- (iv) To increase educational opportunities through conducting lectures, and undertaking joint research;
- (v) To jointly publish research paper/article, publish books, monographs, and conference, seminar and work shop proceeding, *etc.*;
- (vi) Attachment of staff for purposes of curriculum development and review, upgrading of teaching and research skills;
- (vii) Organizing/Participating in seminars, symposiums, summer & winter school(s), and other types of academic discussions;
- (viii) *Co-supervising post-graduate student(s)*;
- (ix) *Supervising/Co-supervising graduate student(s)*;
- (x) *Conducting study tours and joint consultancy work*;
- (xi) *Organizing joint academic program and/or fieldtrips*;
- (xii) *Running jointly short courses, and break-term programmes*;
- (xiii) *Exchange of research components/parts of equipment for time being and knowledge resources*;
- (xiv) *To promote research collaborations through sharing of information, samples, digital*

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records, data, photographs etc.;

- (xv) Jointly propose and engage in research or training programmes sponsored by funding agencies and to exchange on a reciprocal basis researchers and students for limited period;
- (xvi) To improve inter-institutional contacts by facilitating access to field areas, libraries, laboratories and through intellectual exchanges;
- (xvii) To provide both parties with more and better information about each other in order to improve inter-institutional understanding;

To mentor the faculty and student for their better academic carrier and future prospects such as providing expertise for establishment of laboratory, library, development of syllabus and new programs, working as bridge for establishing relation between educational institution and college, organizing training and workshop. A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including those concerning salary, travel funding, health insurance, and housing will be worked out between the institutes on the mutual basis. A separate agreement will be entered into giving such details including term of exchange of any intellectual property.

OR

A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including travel costs will be borne by the commission of the home institution/country of the participant and local costs will be borne by the host institution/country. A separate agreement will be entered into giving such details including term of exchange of any intellectual property.

CL.4.2 Student Exchange:

NSU and "MATS University" agree that student exchange will be guided by principles listed below:

A home institution refers to the institution "A", where a student is a full-time student, and from where he/she is expected to graduate. A host institution refers to an institution "B" that receives a student for a brief period of time to undertake a pre-determined programme of study or research.

Condition and requirements of this section is listed in the Annexure-I.

CL.4.3 Other Areas: (See list in Annexure-II)

NSU and "MATS University" agree that detailed terms and conditions that guide each activity identified above will be determined separately and agreed upon by the two institutions. These terms shall include a technical description of the proposed activity, financial arrangements, and person(s) responsible for its implementation.

CL.5 DURATION/VALIDITY/TERMINATION AND RENEWAL:

The Memorandum shall remain in force for a period of Five (05) years commencing from effective date. However, this period may vary from area of collaboration and collaborative programmes. Institutions may extend the term by written agreement signed by both after review.

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Any MoU between NSU and any other International or National Higher Education Institution may at any time during its period of validity, be terminated by one of the parties upon prior notice to the other party in writing not later than six months before the termination date. Once terminated, neither NSU nor "MATS University" will be responsible for any losses, financial or other wise, which the other institutions may suffer.

However, NSU and "MATS University" will ensure that the provision of this Memorandum shall continue to apply to all activities in progress until their completion.

The collaboration renewal will be initiated six months earlier and must renew before the date of termination.

CL.6 AMENDMENTS/MODIFICATIONS:

This MoU may be amended or modified by a written agreement signed by the representative's or concern persons of both institutes.

CL.7 IMPLEMENTATION AND MONITORING:

The parties shall on a regular basis, keep each other informed of and consult on procedure: progress and objective achieve or planned.

The parties shall set specific time line be forehand and establish manner of monitoring and review of the execution of the area of cooperation and its objectives.

For proper implementation of all criteria and timely completion of the agreed objectives, the NSU may constitute a monitoring committee. The monitoring committee will review the annual progress of the collaboration and give suggestions if required. However, both parties will arrange six monthly mutual meeting to discuss the proper implementation and goal(s) achieved during that period. The NSU monitoring committee will consist of the following members:

1. Registrar(NSU)or its nominees and Registrar(other side) or its Nominee as Chairperson.
2. Two Witnesses from Both sides.

The parties may with the mutual consent further extend the duration of collaboration.

CL.8 CONFIDENTIALITY:

For reasons of sensitivity, the privacy of the individuals or the interests of the NSU; Agreement of MoU needs to enter into undertaking of confidentiality. Before any assurances of confidentiality are provided to a SECOND PARTY, the legal situation must be checked by the Registrar office of the NSU. The confidentiality of such Memoranda must be finally determined by the Registrar on advice from the respective Dean/Head of the School/Department taking into account the NSU' so obligations under the current Indian legislations.

CL. 9 INTELLECTUAL PROPERTY RIGHTS:

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both institutes to this Memorandum and cannot be shared with third party unilaterally.

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Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

Any publication regarding such intellectual property shall only be processed with the prior written consent of both institutes. However, such consent not to be unreasonably withheld. NSU shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, and publication purposes without the payment of royalties or other fees to the other party.

CL.10. ARBITRATION CLAUSE/LEGAL LIABILITY CLAUSE:

Participating faculties, staff and students involved in any activities under this Memorandum must adhere to the law of the host countries and rules and regulations of the institutions. Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.


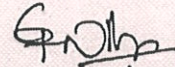
In case, there be a dispute/differences of opinion relating to any aspect of academic, research and administrative cooperation, Concerned faculty/Head/Dean/Director/Registrar/Vice-Chancellor of the, NSU and counterpart(s) of the "MATS University" will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

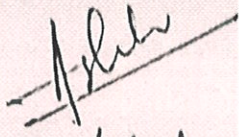
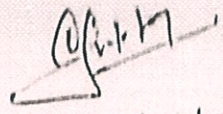
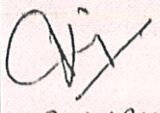

CL.11. Termination of MOU

The MOU will be terminated with mutually consent with prior notice of 30 Days.

CL.11 SIGNING AUTHORITY:

NSU and "MATS University" welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions asset out above.

NSU	And	"MATS University"	
 Name Registrar Netaji Subhas University Jamshedpur, Jharkhand		 Name: Mr. Gokulananda Panda Registrar MATS University Raipur (C.G.)	Address: MATS Tower, Pandri, Raipur Chhattisgarh, PIN - 492004. Phone: + 91 - 0771 - 407 8995 Email: registrar@ matsuniversity.ac.in

WITNESS			
Name & Sign.	 Dr. Ashesh Kumar Prasad	 Dr. Umesh Kumar	Address: MATS Tower, Pandri, Raipur Chhattisgarh, PIN - 492004. Phone: + 91 - 0771 - 407 8995
Name & Sign.	 DR. SUBHENDU MUKHERJEE	 Dr. Nalin Keshari	Address: MATS Tower, Pandri, Raipur Chhattisgarh, PIN - 492004. Phone: + 91 - 0771 - 407 8995

NOTE:

Any department/school of the NSU intends to collaborate with Indian Educational Institution(s) shall have to comply with all the conditions as mentioned under "Parties" para one, except that in case of collaboration with the Indian Educational Institutions approval and renewal of approval of the UGC is not required.

ANNEXURE-I

A. List of Student(s) Exchanges Objectives:

- i) Exchange student(s) will be selected by mutual agreement between the "A" and the "B".
- ii) An exchange student(s) will continue to be treated as full-time student at his/her home institution "A".
- iii) An exchange student(s) will be considered as full-time "exchange" student at the host institution "B".
- iv) His/her programme of study at the host institution "B" will be determined by mutual consultation between his/her academic advisor(s) at the home institution "A" and his/her "interim" academic advisor(s) identified by the host institution "B".
- v) The "B" will evaluate an exchange student's performance in each course or module, award a letter grade or marks, and issue a letter to that effect.
- vi) The "A" may award to the exchange student(s) credits earned at a "B", but only after the "A" has established correspondence between courses taken at the "B" *vis-a-vis* those offered at the home institution "A".
- vii) If an exchange student(s) has/have undertaken research, then the host institution "B" will evaluate the exchange student's performance in the research, and issue a letter to that effect, together with a technical "report" of the research carried out.
- viii) If an exchange student(s) has/have undertaken research, then the home institution "A" will take note of the performance evaluation and the technical "report", and take steps in accordance with its own procedures.
- ix) *NSU* and "*MATS University*" agree to provide suitable accommodation and/or living expenses for student exchange.
- x) To avail travel expenses, students can apply for existing funding programs at their respective home institute "A".
- xi) The exchange student(s) will pay tuition and other fees at their home institution "A".
- xii) For mentoring purpose exchange student(s) will not pay any kind of fees to the host institution "B".
- xiii) For mentoring purpose host institution "B" will not bear any expense of the student(s). If required, host institution "B" may provide accommodation on payment basis.
- xiv) In case of a doctoral degree programme, students must have a supervisor of home institution/country and a co-supervisor – for day-to-day basis guiding and monitoring of the student – of the host institution/country, and the student shall submit a single thesis at their home institution/country.

ANNEXURE-II

A. List of Other Areas:

- (i) To exchange information on research and educational programs;
- (ii) To exchange information on teaching, learning material and other literature relevant to their educational and research programs;
- (iii) To jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty to participate there in;
- (iv) To organize jointly seminars, conferences, training program or workshops on topics of mutual interest and to invite each other's faculty, student and staff to participate therein;
- (v) To propose and engage jointly in research or training programs sponsored by funding agencies, and to invite each other's faculty, student and staff to participate therein;
- (vi) To exchange, on a reciprocal basis, students at Undergraduate, Graduate and Doctoral levels for limited periods of time for purpose of education and/or research;
- (vii) The provision of cultural and intellectual enrichment opportunities for staff and students of both institutes;
- (viii) To use laboratory facilities in specific cases for a limited period.
- (ix) To permit students, staff and faculty members to use library facility *etc.*