



**KALINGA INSTITUTE  
OF SOCIAL SCIENCES**

DEEMED TO BE UNIVERSITY | U/S 3 OF UGC ACT 1956



**NETAJI SUBHAS  
UNIVERSITY**

Estd. Under Jharkhand State Private University Act, 2018

## Memorandum of Understanding

Between

**KALINGA INSTITUTE OF SOCIAL SCIENCES (KISS)  
(DEEMED TO BE UNIVERSITY)  
BHUBANESWAR, ODISHA, INDIA**

And

**NETAJI SUBHAS UNIVERSITY,  
JAMSHEDPUR, JHARKHAND, INDIA**

REGISTRAR

KISS (Deemed to be University)  
BHUBANESWAR

Registrar

Netaji Subhas University  
Jamshedpur, Jharkhand

**This Memorandum of Understanding ("MoU") is made by and between**

Kalinga Institute of Social Sciences (KISS) Deemed to be University, Bhubaneswar, Odisha, (hereafter referred to as KISS-DU) established Under Section 3 of the UGC Act, 1956: vide the Notification No. F. 9-14/2011-U.3 (A) dated 25<sup>th</sup> August, 2017 and having had the distinction as the first University in the world exclusively for the tribals. Kalinga Institute of Social Sciences (KISS) (The Parent Body) is registered under the Society Registration Act XXI of 1860, and accorded Special Consultative Status by the United Nations Economic and Social Council (UN-ECOSOC) and is also associated with the United Nations Department of Public Information (UNDPI).

KISS Deemed to be University having its office at KISS Higher Education Campus, KISS Campus- 3, PO-KIIT, Bhubaneswar-751024, shall be represented by such authorities of the University as the Registrar and the Vice-Chancellor (which expression/expressions unless excluded from or is/are repugnant to the context) and shall include them as successors and assignees) of the First Part.

and

Netaji Subhas University (NSU) is a State Private University established by an Act in the year 2018 established Vide No. LG-21/2018-142 at Pokhari, East Singhbhum, Jamshedpur, Jharkhand promoted by Sitwanto Devi Mahila Kalyan Sansthan, Suraj Path, Baridih, East Singhbhum, Pokhari, Jamshedpur and registered under Patna Society Registration Act, 21, 1860 (Registration No. 209/1996-97 dated 11/12/1996).

Each referred to individually as a "Party" and together as the "Parties".

**Objective:** The MoU drawn up and agreed upon to establish academic and allied cooperation between Kalinga Institute of Social Sciences (KISS) Deemed to be University, Bhubaneswar, Odisha, India and Netaji Subhas University, Jamshedpur, Jharkhand, India.

#### **ARTICLE-1. PURPOSE**

The purpose of this MoU is to enable academic and allied cooperation between KISS Deemed to be University, Bhubaneswar, Odisha, India and Netaji Subhas University, Jamshedpur, Jharkhand, India to strengthen academic, research collaboration, students' exchange and other activities as found suitable upon mutual consent between both the Universities.

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## ARTICLE-2. SCOPE/AREAS OF COOPERATION

### OBJECTIVES

The MoU relates to proposed links between the KISS Deemed to be University, Bhubaneswar, Odisha, India and Netaji Subhas University, Jamshedpur, Jharkhand, India.

Both the parties propose to participate and co-operate in mutual discussions and joint activities with regard to the followings:

Establishment of Academic and Research partnership which provides opportunities for both the Universities to carry out and publish joint research papers, joint projects and joint patent.

### Responsibilities:

Both the parties do hereby agree to undertake the followings:

- Joint research, including publications and other appropriate activities, between staff and/or students from each institutions
- Facilitates the exchange of staff, students and researchers for the purpose of teaching, study, research and extension activities
- Undertake academic and research work jointly on issues relating to socio-economic exclusions, deprivations and inclusive growth of tribal and other backward communities, dalit literature and culture and so on.
- Provide the laboratory, academic and research facility as well as infrastructure
- Provide administrative support for growth of academic and research
- Provide mentor advice and support to the other party for growth of its academic and research activities
- Identification of areas of possible mutual academic and research interest
- Identification of potential research opportunities and initiatives to take forward the activities
- The dissemination of information and the sharing of experiences among staff and students

Both parties also agree to encourage the following activities, in particular, to promote academic cooperation in the following areas:

- a) Institutional exchanges between students and staff;
- b) Organization of joint seminars, symposia, conferences, short courses and meetings on academic and research issues;
- c) Exchange of information pertaining to developments in teaching, student development and research activities and;
- d) Cooperation in any other areas as agreed to by both the Parties from time to time.



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### ARTICLE-3. DURATION, TERMINATION AND AMENDMENT

1. This MoU will be effective from the date of signing by both parties for a period of 3 years, and may be subject to extensions by mutual consent in writing.
2. Either party may terminate this MoU by giving Six (6) months advance notice in writing.
3. The provisions of this MoU may be amended at any time with the mutual consent of the parties in writing.
4. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination or expiration, unless otherwise agreed upon between the two parties.

### ARTICLE-4: INTELLECTUAL PROPERTY RIGHTS

- 4.1 Intellectual Property Rights (IPR) generated during the Research, under this MoU, shall be shared in accordance with the mutual understanding of the parties at the point of filing of the patent. General rules, however, could be the following:
  - 4.1.1 Joint Intellectual Property ("Joint IP"): the Parties shall agree that the application for patent registration and/or any other registerable rights shall be filed jointly.
  - 4.1.2 In the case of the IPR generated by Netaji Subhas University, Jamshedpur, Jharkhand, India, the University shall file, prosecute, maintain and extend patents or other appropriate register-able rights concerning such Joint IP and shall keep KISS Deemed to be University informed about the status of all such actions. Similarly, in the case of the IPR generated by KISS Deemed to be University, KISS-DU shall file, prosecute, maintain and extend patents or other appropriate register-able rights concerning such Joint IP and shall keep Netaji Subhas University, Jamshedpur, Jharkhand, India informed about the status of all such actions.

Both the parties shall execute necessary documents and provide assistance in order to protect the interest of both Parties under this clause.
  - 4.1.3 Joint patents would be owned jointly and both parties would have equal ownership in the same.
  - 4.1.4 Neither Party shall withdraw the application for any patent nor any other applicable registrable right filed pursuant to Section 4.1.3.

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- 4.1.5 Both Parties shall have the right to use the Joint IP individually.
- 4.1.6 Parties shall take consent of the other before sublicensing the Joint IP, and pay the other a royalty depending on the valuation of their research contribution on mutually agreed price.
- 4.2 No Party shall acquire any ownership interest in any other Party's Background rights while performing the joint Research. Respective Party shall remain owners of their respective Background Rights.


#### ARTICLE-5: CONFIDENTIALITY

- 5.1 During the validity of this MoU and three [3] years thereafter, faculty of Netaji Subhas University, Jamshedpur, Jharkhand, India undertakes on its behalf and on behalf of its students/employees/associates/representatives and KISS Deemed to be University undertakes on behalf of its students/employees/ associates/ representatives to maintain strict confidentiality and prevent disclosure thereof, of all the Confidential Information and data exchanged/ generated pertaining to Academic and Research work under this MoU for any purpose other than in accordance with the MoU.
- 5.2 Notwithstanding anything stated in this MoU, Netaji Subhas University, Jamshedpur, Jharkhand, India, faculty members/associates involved and KISS Deemed to be University's faculty members/associates/representatives shall not in any event disclose confidential information related to Intellectual Property to any third party.
- 5.3 The obligations set forth in this clause shall survive any termination or expiration of this MoU for a period of three years.

#### ARTICLE-6. SPECIAL PROVISIONS

1. Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreements (MoA).
2. Each party will take approval from the other party in writing to use the latter's name and logo for the activities here under on a case-by-case basis.
3. Both parties here shall do their utmost to ensure the smooth and efficient implementation of the mentioned programs.
4. The two parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MoU or any subsequent associated agreement informally.
5. In the case of any legal dispute pertaining to the Articles 1 through 6 above, the seat of the adjudication shall remain in Bhubaneswar, Odisha, India.

  
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**ARTICLE-7. FINANCIAL IMPLICATIONS**

7.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.

7.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

This MoU is prepared in two identical sets. Each party holds one original copy.

IN WITNESS WHEREOF, the undersigned parties have each set their hand to this MEMORANDUM OF UNDERSTANDING on the between KISS Deemed to be University, Bhubaneswar, Odisha, India and Netaji Subhas University, Jamshedpur, Jharkhand, India.

**For KISS Deemed to be University**

Registrar



**REGISTRAR**  
KISS (Deemed to be University)  
BHUBANESWAR

**For Netaji Subhas University, Jamshedpur, Jharkhand.**

Registrar




**Registrar**  
Netaji Subhas University  
Jamshedpur, Jharkhand

**In the presence of the Vice Chancellors of both the Universities**

Vice Chancellor

  
**VICE-CHANCELLOR**  
KISS (Deemed to be University)  
BHUBANESWAR  
Bhubaneswar, Odisha, India.

Vice Chancellor

  
**VICE CHANCELLOR**  
NETAJI SUBHAS UNIVERSITY  
JAMSHEDPUR, JHARKHAND  
Netaji Subhas University,  
Jamshedpur, Jharkhand, India.