

# Memorandum of Understanding

Netaji Subhas University, Jamshedpur

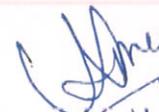


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Kolhan University, Chaibasa, Jharkhand



  
07/04/23  
Registrar  
Kolhan University  
Chaibasa

  
01/04/2023  
Registrar  
Netaji Subhas University  
Jamshedpur, Jharkhand

This Memorandum of Understanding (MoU) is effective to establish an affiliation between

Netaji Subhas University, Jamshedpur Jharkhand  
First Party,

And

Kolhan University, Chaibasa, Jharkhand,  
Second Party,

The aforesaid University are herein after referred to individually and collectively as University.

Both Universities are jointly referred to as the "Parties" and individually referred to as the "Party" here in after and abbreviated as NSU & KU.

### **Preamble**

WHEREAS, NSU and KU, Chaibasa have areas of common interest in multi-disciplinary domain, knowledge sharing among faculties for considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research. THEREFORE, NSU and KU, Chaibasa have decided to sign this Memorandum of Understanding (herein after referred to as MoU), which defines the framework for the cooperation of the two higher education institutes set out in the following sections.

### **ARTICLE 1: OBJECT**

Both Universities agree to develop the following collaborative activities in the Academic areas of mutual interest.

Universities shall seek to promote:

#### **A. Faculty/Scientist/Staff Exchange programs**

- a) The exchange of faculties would mutually benefit both Universities.
- b) Collaboration in teaching, research and development, and consultancy studies in the field of mutual interest.

  
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- c) The exchange of academic materials and publications.
- d) Conducting lectures on a regular basis.
- e) Undertaking joint research.
- f) Co- ordination of staff for purposes of curriculum development and review of courses, up gradation of teaching and research skills.
- g) Participation in seminars, symposiums, and other areas of Academic activities.
- h) Supervising post-graduate students and conducting study tours.

Specific plan of actions will be promoted for each activity and setting forth detailed arrangements for collaboration. Terms and conditions for every visit, assignment or any such exchange, remuneration, travel allowance, and accommodation will be planned out mutually.

### **B. Student Exchange**

A home institution refers to the institution where a student is a full-time student, A host institution refers to an institution that receives a student for a brief period of time to undertake a pre-determined programme of study or research.

NSU and KU, Chaibasa agree that student exchange will be guided by principles listed below. Exchange students will be selected by mutual agreement between the home University and the host University.

- a. An exchange student will continue to be treated as full-time student at his/her home University.
- b. An exchange student will be considered as full-time "exchange" student at the host University.
- c. His/her programme of study at the Host University will be determined by mutual consultation between his /her academic advisor at the home University and his /her "interim" academic advisor identified by the host University.

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- d. The host University will evaluate an exchange student's performance in each course or module and award them a letter of grade or marks.
- e. The home University may award credits to the exchange student. Credits earned at a host University, will be valid only if the home University has established correspondence between courses taken at the host University vis-a-vis those offered at the home University.
- f. If an exchange student has undertaken research, then the Host University will evaluate the exchange student's performance in the research, and issue a letter to that effect, as well as a technical report of the research will be carried out.
- g. If an exchange student has undertaken research, then the home University will take note of the performance and the technical report, then steps will be taken in accordance with its own procedures.
- h. NSU and KU, Chaibasa agree to provide suitable accommodation and food expenses for student exchange.
- i. To avail travel expenses, students can apply for existing funding programs at their respective home universities.
- j. The exchange students will pay tuition and other fees at their home University.

**C. Other Areas of Understanding :**

- a) To exchange information on research and educational programs.
- b) To exchange information on teaching, learning material and other literature relevant to their educational and research programs.
- c) To jointly organize short-term education programs on topics of mutual interest and to invite each other's faculty to participate therein.
- d) To organize joint seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein.

- e) To propose and engage jointly in research or training program sponsored by funding agencies, and to invite each other's faculty to participate therein.
- f) To exchange, on a reciprocal basis, students at Undergraduate, Post Graduate and Doctoral levels for limited period of time for purpose of education and /or research.
- g) The provision of cultural and intellectual enrichment opportunities for staff and students of both Universities.
- h) To use laboratory facilities in specific cases for a limited period.
- i) To permit students, staff and faculty members to use library facility.

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

## **ARTICLE 2: COORDINATION**

Both Universities shall appoint one member of its teaching / research faculty to coordinate the programme on their behalf. Further, a coordination committee consisting of a programme coordinator from the side of KU, Chaibasa and a programme coordinator from the side of NSU, Jamshedpur will periodically review and identify ways to strengthen cooperation between the two Parties.

## **ARTICLE 3: CONFIDENTIAL INFORMATION**

Both the parties of the MoU's do not absolve any confidential information during the research activity.

## **ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS**

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer

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software, and any other industrial or intellectual property rights) developed jointly during the course of this MoU shall be vested in both Universities to this Memorandum.

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

Any publication regarding such intellectual property shall only be possible with the prior written consent of both Universities, such consent not to be unreasonably withheld.

Kolhan University, Chaibasa shall be free to use the results perpetually arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other party.

#### **ARTICLE 5: VALIDITY**

The Memorandum shall remain in force for a period of 2 years commencing from an effective date. Both Universities may extend the term by written agreement signed by both parties after a review.

#### **ARTICLE 6: TERMINATION**

Either University may terminate the MoU by serving a written notice of one month in advance to the other University. Once terminated, neither NSU nor KU will be responsible for any losses, financial or otherwise, which the other University may suffer. However, NSU and KU will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

#### **ARTICLE 7: AMENDMENTS / MODIFICATIONS**

This MoU may be amended or modified by a written agreement signed by representatives of both the parties.

  
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Kolhan University

  
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Netaji Subhas University  
Jamshedpur, Jharkhand

## ARTICLE 8: ADHERENCE TO LAWS

Participating faculties, staff and students involved in any activities under this Memorandum must adhere to the law of the host country and rules and regulations of the other Party.

## ARTICLE 9: LEGAL EFFECT

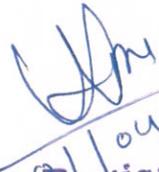
Nothing in this Memorandum shall be construed as creating any legal relationship between the parties. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

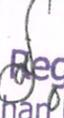
## ARTICLE 10: DISPUTE RESOLUTION

In case, there arises a dispute relating to any aspect of academic cooperation, Registrar of NSU and KU, Chaibasa will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibilities.

NSU and KU, Chaibasa welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above.

  
Registrar  
6/10/23  
Kolhan University  
Chaibasa

  
11/04/2023  
Registrar  
Netaji Subhas University  
Jamshedpur, Jharkhand

Netaji Subhas University, Jamshedpur, Jharkhand	Kolhan University Chaibasa Jharkhand
Name : Mr. Nagendra Kumar	Name : Prof. Jayant Shekhar
DESIGNATION :Registrar	DESIGNATION :Registrar
SIGNATURE & SEAL/STAMP:  01/04/2023 Registrar Netaji Subhas University Jamshedpur, Jharkhand	SIGNATURE & SEAL/STAMP:  01/04/23 Registrar Kolhan University Chaibasa
PLACE : Jamshedpur, Jharkhand	PLACE : Chaibasa, Jharkhand
DATE : 01 / 04 /2023	DATE : 01 / 04 /2023
WITNESS :  01/04/2023	WITNESS :  01.04.2023