

MEMORANDUM OF UNDERSTANDING BETWEEN

Suresh Gyan Vihar University (Hereinafter referred to as SGVU) Mahal, Jagatpura, Jaipur, Rajasthan, India

AND

Veena Memorial Post Graduate College (Hereinafter referred to as VMPGC) Behind Police Line, Karauli, Rajasthan

July, 2023

PREAMBLE

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as **MOU**) is made between **Veena Memorial Post Graduate College** (hereinafter referred to as **VMPGC**), its address being Behind Police Line, **Karauli, Rajasthan** on one part.

AND

SURESH GYAN VIHAR UNIVERSITY (hereinafter referred to as **SGVU**), located at **Mahal**, **Jagatpura**, **Jaipur**, **India** is a university establishedin 2008 by an Act of state of Rajasthan. vide Suresh Gyan Vihar University, Jaipur Act 2008 (Act no. 16 of 2008) notified in Extraordinary Gazette on 21stApril, 2008.

CLAUSE I: PURPOSE

On the basis of mutual trust, the Parties enter into this **MOU** with the aim of finding solutions to real problems through focus on research and innovation and capacity building.

CLAUSE 2: OBJECTIVE

The main objective of this **MOU** is to create an instrument for initiating various collaborative activities for the mutual benefit of the two institutions for the furtherance of their objectives including inter-alia to integrate training, research, innovation and services to stakeholders.

CLAUSE 3: SCOPE OF THE MOU

- 1. This MOU governs the broad objectives and conditions of the collaborative activities.
- 2. Detailed specific agreements of each collaborative activity with Faculties, Schools, Centers,
- Institutes and Departments shall be developed within the scope of the MOU.
- 3. This **MOU** will commence and remain in force for three years (3) from the date it is signed.
- 4. Such specific documents may include a Memorandum of Agreement (MOA) that shall define in detail the specific activities and projects being undertaken and a Memorandum of Finance (MOF) that shall define in detail all financial matters and undertakings of the collaborating parties in the specific project or activity.

CONTRACTOR

CLAUSE 4: AREAS OF COLLABORATION

The program(s) in which the two institutions agree to collaborate will in particular involve active participation of staff and students of Veena Memorial Post Graduate College, Behind Police Line, Karauli and SGVU in fulfillment of their mandates in the following areas:

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- 1. Curriculum Development & Enrichment
- 2. Faculty Development Program
- 3. Faculty & Student Exchange Program
- 4. Center for Educational Research and Development
- 5. Joint Efforts for Research Publications, Seminars & Workshops
- 6. Extension, Outreach & Social Initiatives
- 7. Resource Sharing between Science, Humanities & Education Fields
- 8. Internships and Practicum Opportunities

CLAUSE 5: PROVISIONS

- 1. **Implementation**: The heads of the two institutions shall oversee the implementation of this **MOU** through steering committees or individuals as may be appointed by both parties.
- 2. Coordination and Communication: For the purposes of communication each party will designate an individual to act as the contact person and coordinate MOU and all endeavors that may derive from it.

Veena Memorial Post Graduate College designates: Mr. Yashwant Parashar

(SGVU) designates: Dr.Deep Mathur, Director- Global Outreach, SGVU, Jaipur, India

- 3. Intellectual Property Rights: SGVU and Veena Memorial Post Graduate College agree to respect each other's right to intellectual property. Further, all rights linked to ideas. inventions innovation and patents generated during the MOU, shall remain the common intellectual property of the Parties as long as the MOU subsists. The Parties shall not pass on or give usage rights of such property to any third party without the consent of the other party. Upon termination of this MOU parties shall have exclusive rights and shall continue ownership of such ideas, inventions, innovations and/or patents of generated from their part to enjoy such rights to one's exclusion of the other party.
- 4. **Confidentiality:** The information gathered from each party by either party during activities arising from this **MOU** shall not be disclosed to outside parties without the written consent of the other party.
- 5. **Third Party Involvement:** The rights and duties arising from this **MOU** cannot be assigned or transferred to a third party without written consent from the other party which consent shall not unreasonably be withheld.

Programme and Projects: Both institutions will be responsible for regularly reviewing the programme(s) on yearly basis as the reviews are essential in order to make appropriate and mutually agreed modifications as may be required and to identify new opportunities for cooperation in scholarship and research.

6. OTHER MATTERS: Any matter which is not covered by this MOU may be raised and negotiated separately by both institutions without abrogating this MOU.

CLAUSE 6: RENEWAL, AMENDMENT AND TERMINATION

- 1. **Renewal**: The **MOU** shall remain in force for Three (3) years from the date it is signed, with the option of renewal and understanding that it may be reviewed and revised annually by mutual consultation and consent.
- 2. Amendments to the MOU may be made from time to time as need arises or as amendments are formally requested by either of the respective heads of the collaborating institutions. All mutual amendments shall become Annexes to this MOU.
- 3. **Termination** of this **MOU** before the expiry of the Three-years term by either party may be executed through a written notice of six months provided that the termination shall not affect any ongoing projects, student works and obligations of the collaborating institutions. The parties undertake to ensure that in case of termination any student already enrolled shall be guaranteed to complete his/her studies.

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CLAUSE 7: DISPUTE RESOLUTION

(i) Amicable Settlement

In the event of a dispute, the parties shall initially use their respective best efforts to resolve the matter in a fair and reasonable manner.

(ii) Right of Mediation

If such dispute cannot be settled by the parties among themselves, the dispute shall be referred to a mutually appointed mediator.

(iii) Right of Arbitration

In the event that the mediation process is not successful, the dispute shall be referred to the Arbitration of single arbitrator to be agreed on by all parties or the parties in dispute. If the parties fail to agree on the arbitrator then the matter shall be referred to the Court of Jaipur Jurisdiction.

CLAUSE 8: FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this **MOU** for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any operational or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

CLAUSE 9: CORRESPONDENCE

- 1. Any notice, request or consent required or permission to be given or made pursuant to this **MOU** shall be in writing.
- 2.Any notice, request or consent shall be deemed to have been given or made to the authorized representative at the Head Office of the party to whom communication is addressed when sent by registered mail or e-mail to such party at the following address:

Veena Memorial Post Graduate College

Vijay Singh

Secretary

Veena Memorial Post Graduate College,

Karauli, Rajasthan

Email -

Contact No: 9928054065

Suresh Gyan Vihar University

Dr. Deep Mathur Director-Global Outreach S.G.V.U. Mahal, Jagatpura, Jaipur, Rajasthan, India Email-<u>Deep.mathur@mygyanvihar.com</u> Contact No: 9929729114

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CLAUSE 10: EFFECTIVE DATE OF THE MOU

This MOU shall become effective from the date of signing by the authorized persons of VMPGC and Suresh Gyan Vihar University (SGVU)

In witness whereof the parties have set their hands hereunto and cause their respective seals to be affixed hereto on the day and year hereunder written:

THUS DONE AND SIGNED ON THIS DAY OF 2023.

Veena Memorial Post Graduate College	Suresh Gyan Vihar University (SGVU)
Name: Mr. Vijay Singh Designation: Secretary Signature: Date: Veena Memorial SSEEWA Society Karauli (Rajasthan)	Name: Mr. Madhusudan Sharma, Designation: Registrar of the University Signature:
WITNESSED BY:	WITNESSED BY:
1. Name: Yashwant Parashar	1. Name: Dr. Deep Mathur
Designation: Co-(IQAC)	Designation: Director-Global Outreach
Signature: 7007 Date: <u>3207</u> 2023	SGVU, Jaipur India Signature: Putton Date: 31 7) 23 cp Mathur Jaton Date: 31 7) 2023 cp Mathur Jaton