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BODOLAND UNIVERSITY KOKRAJHAR

Article 5 Agreement or Memorandum of an agreement

: AGREEMENT

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Memorandum of Understanding (MoU)

Between

Bhattadev University, Bajali and Bodoland University, Kokrajhar

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MEMORANDUM OF UNDERSTANDING BETWEEN



Bhattadev University, Bajali

AND



Bodoland University, Kokrajhar

September 2024

Bhattadev University, Bajali came into being on 24th of June, 2019 after the upgradation of the erstwhile Bajali College into a university as per an Act of the State Legislature – Bhattadev University Act, 2017, and following the assent of the Governor of Assam to it on 16 October, 2017. The objectives of this Public State University are that it shall strive to provide high-quality education and promote advanced knowledge among the students through teaching and research, and shall encourage innovative research in the direction of contributing to societal development through newer addition of knowledge and discoveries. The university plans to foster holistic development among the students by encouraging critical thinking, creativity and leadership skills, and to generate employment oriented and interdisciplinary courses to meet the local and regional aspirations and the development needs of the state of Assam and to promote research in areas which are of special and direct relevance to the region and in emerging areas in Science and Technology. Bhattadev University, Bajali having its campus at Pathsala, Bajali, Assam - 781325 (hereinafter referred to as "BU, Bajali") is represented herein by its Vice-Chancellor, Professor Dhanapati Deka (which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns).

Bodoland University, Kokrajhar (BTR), Assam, India (hereinafter referred to as "BU, Kokrajhar") was established by Bodoland University Act 2009, passed in the Assam legislative Assembly. The present Bodoland University, Kokrajhar is an up-gradation of the Kokrajhar campus of Gauhati University to a full fledged State University as per the provision of the Act. The University caters to the need for higher educational empowerment of people of all castes, creeds and religions in BTR. The University fosters academic spirit through value based quality education to mould youths as the pillars of tomorrow with supreme knowledge and skill for remarkable progress of BTR. The University is engaged in need-based Research & Development activities which integrate indigenous knowledge and rich socio-cultural heritage with emerging modern scientific technology for socio-economic betterment of community in general, and people of BTR in particular. BU, Kokrajhar (BTR), Assam having its campus at Kokrajhar is represented herein by its Vice-Chancellor, Professor B.L. Ahuja (which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns) and hereby enter into the following Memorandum of Understanding ("MoU") with BU, Bajali.

"BU, Bajali" and "BU, Kokrajhar" are individually referred to as a "Party" and collectively as "Parties" or the "Institutes" or "Institutions."

Both parties acknowledge the importance of fostering collaboration in the field of research and recognize the potential benefits that joint efforts can bring to their respective academic and research communities.

This MoU is made and entered into on 3rd october 2024

- 1. This MoU intends to establish the institutional collaborative associations between BU, Bajali and BU, Kokrajhar for the mutual benefits of both. These collaborations are intended to foster interest-led research collaborations between the Institutes at the highest level of quality standards as well as to further academic collaboration in relevant areas.
- 2. BU, Bajali and BU, Kokrajhar agree to set up the collaborative group for fixed terms, as may be required from time to time.

THE PARTIES HEREBY AGREE AS FOLLOWS:

I. SCIENTIFIC OBJECTIVES

- 1. Advancement of Knowledge: The primary objective of the collaboration is to advance scientific knowledge in research areas. Both institutions aim to contribute to cutting-edge research that addresses current challenges, pushes the boundaries of understanding and generates new insights.
- 2. **Interdisciplinary Research:** Foster interdisciplinary collaboration by bringing together researchers from diverse backgrounds and expertise. The collaboration seeks to leverage the strengths of both the institutions to tackle complex scientific problems from multiple angles.
- 3. **Innovative Research Projects:** Jointly identify and undertake innovative research projects that have the potential to make significant contributions to the fields of study. The projects may involve methodologies, approaches, or technologies to address pressing scientific questions.
- 4. **High-Impact Publications:** Collaborate on research projects that lead to high-impact publications in reputable peer-reviewed journals and conferences. The institutions aim to produce research outcomes that contribute to the global scientific community and enhance the reputation of both the institutions.
- 5. **Technology Development:** Engage in research projects that contribute to the development of new technologies, tools, and methodologies that have practical applications and societal impact.
- 6. **Sustainable Solutions:** Focus on research that addresses challenges related to sustainability, environment, and societal well-being. The collaboration aims to produce solutions that promote sustainable development, resource conservation, and improved quality of life.
- 7. Capacity Building: Enhance the research capabilities of both the institutions by facilitating knowledge exchange, skill development, and training opportunities for researchers, scholars, and students involved in collaborative projects.
- 8. **International Visibility:** Increase the international visibility and recognition of both the institutions through joint research efforts. The collaboration aims to position BU, Bajali and BU, Kokrajhar as leaders in the specified research areas on the global stage.
- Networking and Partnerships: Utilize the collaborative research activities to establish
 connections and partnerships with other academic and research institutions, both nationally and
 internationally.

- 10. Inclusivity and Diversity: Promote inclusivity and diversity in research by engaging researchers from different backgrounds, including gender, ethnicity, and nationality. The collaboration aims to create an inclusive research environment that values diverse perspectives.
- 11. **Policy Influence:** Contribute to evidence-based policy-making by conducting research that informs policy decisions at local, regional, national, and international levels. The institutions aspire to be sources of authoritative information for policymakers.
- 12. **Long-Term Collaboration:** Build a long-term collaborative relationship between BU, Bajali and BU, Kokrajhar by fostering a culture of continuous research engagement and cooperation beyond individual projects.

II. AREAS OF COLLABORATION

The collaboration between BU, Bajali and BU, Kokrajhar will encompass, but not be limited to, the following areas of research or disciplines of study:

- 1. Physics
- 2. Chemistry
- 3. Mathematics
- 4. Statistics
- Zoclogy
- 6. Botany
- 7. Biotechnology
- 8. Computer Science and Technology
- 9. Geography
- 10. Assamese
- 11. Bodo
- 12. English
- 13. Political Science
- 14. Economics
- 15. History
- 16. Education
- 17. Commerce
- 18. Environment
- 19. Indian Knowledge System
- 20. Hindi
- 21. Sanskrit
- 22. Sociology
- 23. Any other area of expertise from both the institutions.

III. TERMS OF COLLABORATION

- 1. Exchange of Researchers: Both the institutions agree to facilitate the exchange of researchers, scholars, and experts to engage in collaborative research projects and agree to provide access to R&D research laboratories, equipment, and facilities for collaborative research projects based on mutual consent.
- 2. **Joint Research Projects:** BU, Bajali and BU, Kokrajhar will jointly identify and undertake research projects of mutual interest. The responsibilities, scope, funding, and duration of each project will be determined on a case-by-case basis through separate agreements.

- 3. **Joint Workshops and Seminars:** Both the institutions will organize joint workshops, seminars, and conferences to facilitate knowledge dissemination and intellectual discussions among researchers, faculty members and students.
- 4. **Data and Knowledge Sharing:** The scientific data produced as result of the joint projects(s) may be utilized by both the parties in mutual collaboration for maximum scientific benefit. Dissemination of the data, if any, will remain the prerogative of both the institutes.
- 5. Intellectual Property Rights: It is understood and agreed by the Parties that any Intellectual Property that is created as a result of joint efforts or contribution of the Parties will be owned jointly by the Parties, irrespective of the percentage/mode of the contribution of both the Parties. However, if an Intellectual Property is solely created by a Party, the rights in such Intellectual Property shall belong to the Party which has solely created it. Neither party shall go for publicity of any of the jointly held intellectual properties without first notifying the other party.
- 6. **Publication and Authorship:** Both the institutes' personnel will be an integral component of all reports and publications. When publishing results/data that stem from the scientific program of a particular Party, proper reference shall be made to the collaborative group and the relevant Party. When publishing results stemming from project information, data, or software, the name of the Party who developed the results is always to appear in the publications as first author.

IV. INFRASTRUCTURE

Based on the funding made available by various agencies, BU Bajali and BU Kokrajhar agree to provide basic scientific and technical facilities and infrastructure for conducting research in the collaborative research undertaken by both the institutions.

Both the parties may explore opportunities for jointly funding, upgrading, or maintaining infrastructure relevant to the collaborative research, including laboratories, equipment, and facilities.

Both the parties agree to provide accommodation during meetings and visits for the collaborative groups from the project Head or Others as deems fit.

V. NON-EXCLUSIVITY

The agreement reflected by the provisions of this MoU is non-exclusive and both the parties can enter into cooperative arrangements with other parties to suit their organizational needs.

VI. CONFIDENTIALITY

The Parties to the Agreement undertake to require members involved in the collaboration group to agree to the confidentiality restrictions stated herein if it is not already covered by a general clause in the employment agreement.

VII. DURATION & MODIFICATION/TERMINATION

- 1. This Agreement shall commence on 3rdocloby, int and will initially continue for a period of 3 years which can be extendable for an additional 2 years by mutual consent.
- 2. Either party can propose to modify terms and conditions of this agreement within 30 days from the date of signing.

- 3. Neither Party shall terminate this Agreement before the expiry of its term (initial or extended) except on reasonable or compelling grounds such as irreparable breach of this Agreement or discontinuation of the scientific program by a Party. The Party terminating the Agreement shall give prior written notice of 90 days to the other Party. Any dispute or differences with respect to termination of the Agreement including the ground of termination or form of notice shall be referred directly to arbitration as per Clauses XI herein below.
- 4. The Parties may mutually agree to extend this agreement. The Vice Chancellor of BU, Bajali and the Vice Chancellor of BU, Kokrajhar will together decide about such extension of the agreement in writing.

VIII. AMENDMENTS

No amendment or extension of this Agreement shall be effective unless made in writing and signed/executed by the Institutes.

IX. DISPUTES

- Parties shall endeavour to amicably settle, through dialogues and discussions, all other disputes or differences related to the agreement, including those regarding the interpretation of the terms of the agreement or fulfilment of any obligation under the agreement, within 45 days from the date when such dispute or difference arose. For this purpose, each Party may nominate no more than two persons as its representatives to participate in the dialogues and discussions.
- 2. If the dispute(s) or difference(s) referred for amicable settlement under IX (1) are not resolved within 45 days, the Parties shall refer such unresolved disputes or differences to an arbitration board of three members, consisting of one arbitrator nominated by each Party and a third member jointly nominated by the two nominated arbitrators. The arbitration board shall set the rules/regulations for the proceedings and make a decision.
- 3. Any unresolved disputes will be resolved subject to the jurisdiction of the civil court of law.

X. MISCELLANEOUS PROVISIONS

The Parties shall individually bear the responsibility for and the costs and consequences of any damage or losses of whatever kind that might be sustained by itself, its members and/or its equipment in furtherance of this Agreement (includes during implementation) except when the act is committed by a Party or its member wilfully to cause damage/loss or when there is gross negligence.

XI. FORCE MAJEURE

Neither Parties shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the Force Majeure events such as, but not limited to, the acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemic, Riots, Civil commotions etc. provided on the occurrence and cessation of any such event the Party affected thereby shall give a notice in writing to the other Party within 30 (Thirty) days of such occurrence or cessation. If the Force Majeure conditions continue beyond 6 (six) months, the Parties shall jointly decide about the future course of action.

XII. SEAL OF THE PARTIES

In witness where of each of the parties has caused this MoU to be executed in two originals, one has been retained by BU, Bajali and the other by BU, Kokrajhar on this day.

| For and on Behalf of Bhattadev University, Bajali | For and on Behalf of Bodoland University, Kokrajhar |
|---|--|
| (Prof. Dhanapati Deka) Vice-Chancellor Bhattadev University, Vice-Chancellor Bhattadev University, Bajali Date: 3 10 2024 | (Prof. B. L. Ahuja) Vice-Chancellor Bodoland University, Kokrajhar Vice-Chancellor Place: Bodoland University Kokrajhar Date: 3.10.204 |
| (Dr Subhash Chandra Das) Registrar Bhattadev University, Registrar I/c Place: Bhattadev University, Bajali Date: 03 10 20 ry Witness: 1. Dr. Marab Hudhi Wanth. Dept. of Ergh'sh, Brdoland Univ. 2. Sr. Debajyoli Biswas. Dom. Supt. of English, Bodaland University. | (Dr Subung Basumatary) Registrar Bodoland University, Kokrajhar Place: Registrar Bedeland University Kokrajhar Witness: 1. Dr. Rustam Brahme Lupi. of English, Redeland University 2. Dr. Chandrema Sen. On Sept. of English, Bodoland University |