

**MEMORANDUM OF UNDERSTANDING**

*Between*



**BHATTADEV UNIVERSITY, BAJALI**

A State University of the Government of Assam

*And*



**NORTH EAST CENTER FOR TECHNOLOGY APPLICATION AND  
REACH (NECTAR)**

An Autonomous body under Department of Science and Technology, Govt. of India

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**Date:** 28/02/2025



Bhattadev University is one of the State Universities in Assam established by upgrading Bajali College under Assam Act No. XXXVI of 2017 and it came into being in 2019. Bajali College, established in the year 1955 had a glorious history of more than six decades and was widely recognized as one of the prominent educational institutions of the state of Assam striving towards excellence in rural education and women empowerment. The objects of this State University as envisaged in the statutes are that it shall strive to develop an excellent University meant for skilling and educating people at large and for researching on areas that are relevant to the society with a focus on locally relevant sustainable development goals while being a responsible partner of regional, national and global efforts. Bhattadev University having its campus at Pathsala, Bajali, Assam, PIN-781325 (hereinafter referred to as "BU") 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).

The North East Centre for Technology Application and Reach (NECTAR) is an initiative focused on promoting technology-driven development in north-eastern, India. It was established in 2012 by the Department of Science and Technology (DST), Government of India. NECTAR is an autonomous society, set up under the Department of Science & Technology, Government of India with its headquarters at Shillong, Meghalaya. It aims to bridge the technological gap by applying modern solutions in sectors like agriculture, healthcare, renewable energy, and infrastructure. The centre works on capacity building, research, and collaboration with various institutions to drive innovation and sustainable growth in the region. NECTAR intends to be the leading Centre to foster, nurture and ensure the delivery, sustenance and use of technology applications for public and social good; and to reach and expand the benefits of technology among people, communities, institutions and governments for equitable and inclusive social and economic development of the North Eastern Region of our country.

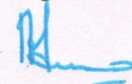
NECTAR is represented herein by its Director General, Dr. Arun Kumar Sarma, and hereby enters into the following Memorandum of Understanding ("MoU") with Bhattadev University.

"BU" and "NECTAR" are individually referred to as "Party" and collectively as "Parties" or the "Institutes"

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

This MoU is made and entered into on 28/02/2025.

1. This MoU intends to establish the institutional collaborative associations between BU and NECTAR for the mutual benefits of both. These collaborations are intended to foster interest-led research collaborations between both Institutes at the highest quality standards as well as further academic collaboration in relevant areas.



*Subham Choudhary*

2. BU and NECTAR 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. **Promote Research and Development in Regional Technologies:** Collaborate on scientific research to develop and implement technologies specifically tailored to the unique needs of the north-eastern region, such as sustainable agricultural practices, renewable energy solutions, and climate change adaptation strategies.
2. **Capacity Building:** Organize joint training programs, workshops, and courses to build scientific and technical skills in local communities, empowering students and professionals with advanced knowledge in biotechnology, environmental science, and other related fields.
3. **Collaborative Innovation and Start-ups:** Foster innovation by supporting joint research projects, incubators, and start-ups that apply scientific discoveries to address local challenges, such as improving healthcare, water management, and infrastructure.
4. **Technology Transfer and Knowledge Sharing:** Facilitate the transfer of cutting-edge scientific technologies from the NECTAR to BU University for practical applications in the north-eastern region, ensuring the latest advancements are accessible for development projects.
5. **Sustainable Development through Science and Technology:** Work together on projects that focus on developing sustainable technologies that promote eco-friendly solutions, such as solar energy, waste management, and conservation techniques, relevant to the region's environment.
6. **Data-Driven Decision Making for Regional Growth:** Utilize data science, geospatial technology, and other scientific methods to monitor regional development and create actionable insights for informed policymaking, resource management, and disaster preparedness.
7. **Innovative Research Projects:** Jointly identify and undertake innovative research projects that have the potential to make significant contributions to the fields of Science and technology. The projects may involve methodologies, approaches, or technologies to address pressing scientific questions.
8. **Skill Building:** Skill development, and training opportunities for researchers, scholars, and students involved in collaborative projects. Both the parties may send their representatives, students, scholars and employees to the training, workshops, market

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linked technical oriented course on regular basis. The training programme which requires cost or training fees, may be taken through separate agreements.

9. **Directorate General Civil Aviation certified Remote Pilot Certificate Programme.** BU will encourage its scholars, students and academia to take RPC training from the DGCA certified NECTAR Drone School on regular basis. The RPC training fees may be finalised mutually between the parties and any stakeholders concerned separately.
10. **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.
11. **Long-Term Collaboration:** Build a long-term collaborative relationship between BU and NECTAR, fostering a culture of continuous research engagement and cooperation beyond individual projects.

## ii. Areas of Collaboration

The collaboration between BU and NECTAR will encompass, but not be limited to, the following areas of research:

1. Technology Consultation
2. Technology Demonstration and Induction
3. Technology Delivery and Services
4. GIS applications
5. Drone Applications and Remote Pilot Training Certification Programme
6. IT & communication tools
7. Green & Clean Technologies
8. Technological Innovations in Applied Physics, Chemistry, Life science and other relevant areas
9. Social Sciences & Policy Research
10. Indian Knowledge System
11. Skill Development Workshops and Training Camps
12. Any other area of expertise from both institutions.

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### iii. Terms of Collaboration

1. **Exchange of Researchers:** Both 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 and NECTAR 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 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 stems 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.

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### iv. Infrastructure

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



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

Both 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 this Agreement agree to ensure that all individuals involved in the collaboration, including employees, contractors, and other participants, adhere to the confidentiality obligations outlined herein. If such obligations are not already covered under the terms of their respective employment, consultancy, or institutional agreements, the Parties shall require these individuals to formally agree to the confidentiality restrictions specified in this Agreement prior to their participation in the collaboration.

These obligations include, but are not limited to:

1. **Maintaining Confidentiality:** Ensuring that all proprietary, sensitive, or non-public information exchanged as part of the collaboration is treated as strictly confidential and is not disclosed to any third party without prior written consent of the disclosing Party.
2. **Restricted Use:** Using the Confidential Information solely for the purposes of the collaboration and not for any other purpose, whether commercial, personal, or otherwise.
3. **Duration:** The confidentiality obligations shall survive the termination or expiration of this Agreement for a period of [insert time frame, e.g., 3/5 years], or as otherwise agreed in writing by the Parties.

*Suhar Amin*

#### **vii. Duration & Modification/Termination**

1. This Agreement shall commence from 28/02/2025 and continue initially for a period of 3 years which can be extendable for 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.

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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 and the Director General of NECTAR 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**

1. 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 any such disputes or differences arising under this Agreement shall be resolved through arbitration by a Sole Arbitrator mutually appointed by both parties within 45 days of the dispute's onset. If the parties cannot agree on a Sole Arbitrator, either party may approach the Shillong High Court to appoint one. Arbitration proceedings will follow the Arbitration and Conciliation Act, 1996 and shall be conducted in English. The seat and venue of arbitration shall be Shillong, Meghalaya.
3. Any unresolved disputes will be resolved subject to the jurisdiction of the civil court of law.

*Subham Choudhary*

### **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 a



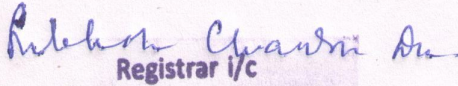
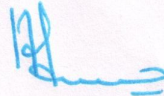
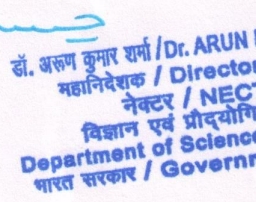
Party or its member commits the act wilfully to cause damage/loss or when there is gross negligence.

**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 Bhattadev University, Bajali and the other by NECTAR, Shillong on this day.

For and on Behalf of Bhattadev University	For and on Behalf of NECTAR
Registrar Bhattadev University  Registrar i/c Bhattadev University, Bajali  Place: Pathsalai Date: 28/02/2025	Director General NECTAR,   डॉ. अरुण कुमार शर्मा / Dr. ARUN KUMAR SARMA महानिदेशक / Director General नेक्टर / NECTAR विज्ञान एवं प्रौद्योगिकी विभाग Department of Science & Technology भारत सरकार / Government of India  Place: Bajali Date: 28/02/2025
Witness: 1. Upalend Mahanta 28/2/25 194C 2. Upalendra 28/2/25	Witness: 1. Supriya Khatun 28/2/25 2. Anshuman Jaiswal 28/2/25

