

MEMORANDUM OF UNDERSTANDING

BETWEEN



**MECHI MULTIPLE CAMPUS
BHADRAPUR, NEPAL**

&



**GOESWAR COLLEGE
GOESWAR, TAMULPUR, ASSAM, INDIA**

27 November 2023

This Memorandum of Understanding (MOU) is entered into on 27 day of November, 2023.

BETWEEN

Mechi Multiple Campus, a constituent of **Tribhuvan University** in Bhadrapur, Jhapa, Nepal; through the Campus Chief, of the one Part.

AND

Goreswar College, Goreswar, Tamulpur, BTR, Assam, India, 781366, a provincialized Government Higher Educational Institution, established in 1974 and was initially affiliated to Gauhati University and presently to Bodoland University. The College is brought under 2(F) & 12(B) of the UGC Act. of 1956 vide UGC order no. F8-31/95(CPP-I) dated 8th April 2003; through the Principal/IQAC Co-Ordinator, of the other part.

AND WHEREAS the **Goreswar College** (hereinafter referred to as GC) is a reputed higher educational Institution in Tamulpur district of Assam, India providing higher education in most of the branches of knowledge, in addition to being a pioneer institution in innovating new ideas in education.

WHEREAS the **Mechi Multiple Campus**, a constituent of **Tribhuban University** in Bhadrapur Municipality of Jhapa, Nepal (hereinafter referred to as MMC) is a reputed higher educational institution of Eastern Nepal, specially of Jhapa. MMC offers Undergraduate courses in Humanities, Management and Science and Technology and Post Graduate courses in Humanities and Management

WHEREAS **Mechi Multiple Campus** and **Goreswar College** are willing to cooperate in the promotion of teaching, research, and cultural exchange, desire to enter into a Memorandum of Understanding for the purpose of fulfilling their objectives in a better way.

1. SCOPE OF COOPERATION:

1.1 The activities to be carried out under this cooperation shall include:

- exchange of students
- exchange of teaching and research scholars
- joint social and scientific research
- exchange of research papers and publications
- exchange of academic information and publications
- promotion of participation of the faculty members in the courses, conferences, seminars, etc.
- joint organization of conferences, seminars, workshops, etc.
- Joint publications of academic work

The institutions will also coordinate activities such as:

- Collaborative cultural programs
 - Collaborative language programs
 - Student exchange programs
 - Faculty exchanges
 - Joint research projects and educational programs
 - Organizing seminars/conferences/workshops/lectures etc.
- 1.2 Both the Institutions will endeavor to assist each other in the development of their educational and academic services.
- 1.3 Both the Institutions will attempt to maintain parity with personal exchange arrangements over the period of this MOU.
- 1.4 Whilst the purpose of this MOU is to outline an academic and management framework between the Institutions, they do not intend to be legally bound to each other, and this MOU does not impose any legal obligation on either party.
- 1.5 This MOU shall not be assignable by either college/organization, in whole, or in part, without prior written consent of the other University.
- 1.6 The undertaking of each activity to be carried out under this MOU will be subject to the availability of funds.

2. INTELLECTUAL PROPERTY RIGHT:

- 2.1 Unless otherwise agreed to, all rights and title to Intellectual Property, whether or not patentable, conceived and reduced to practice, in the performance of the activities under this MOU, exclusively by an employee of any two college/organizations shall be owned by that college/organization.
- 2.2 All rights and title to Intellectual Property whether or not patentable, conceived and reduced to practice jointly by employees of both college/organizations shall be jointly owned. Neither institution shall use or license to any third party such jointly owned intellectual property for any purpose, whatsoever, without prior written consent of the other college/organization.

3. COORDINATION COMMITTEE:

- 3.1 There will be a Co-ordination Committee for effective execution of the activities to be carried out under this MOU and for reviewing their progress. The composition of this Committee will be as follows:
- 3.2 A Senior Faculty member of the Mechi Multiple Campus nominated by the Campus Chief will be Coordinator of the activity.
- 3.3 One Joint Coordinator nominated by the principal of Mechi Multiple Campus.
- 3.4 One member nominated by the Campus Chief of Mechi Multiple Campus.

- 3.5 The Committee shall submit a written report of the progress of the activities to be carried out under this MOU to each Party, annually, together with any suggestions for improvements.
- 3.6 A similar committee shall be formed by the other college/organization.

4. CONFIDENTIALITY:

The parties agree that the ownership of and any other rights relating to intellectual property arising from or in connection with any program or activity under this Memorandum of Understanding shall be determined on a case by case basis, and shall therefore be specified and agreed for each such program or activity in a separate written agreement between the parties.

5. EFFECTIVE DATE AND DURATION OF THE MOU:

This MOU shall be effective from the date it is signed by the parties hereto. The duration of the MOU will be initially for a period of 5 (Five) years from the effective date, unless or otherwise terminated earlier, as per Clause 6.

6. AMENDMENT TO MOU:

No amendment to this MOU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MOU.

7. TERMINATION OF MOU:

7.1 The MOU can be terminated by either party giving the other party, a prior written notice of not less than ninety days of its intention to do so, but without dishonoring any commitment entered into prior to the date of termination notice.

7.2 This MOU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further.

7.3 Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

8. DISPUTE RESOLUTION:

Any dispute arising under the terms and conditions of this MOU shall be referred to a competent independent Arbitrator as agreed to by both the Institutions.

9. Force Majeure:

For the purpose of this MOU the expression *Force Majeure* shall mean any clause affecting the performance of a party of its obligations arising from the acts, events, omissions,

happenings, or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) government regulations, fire, flood, earthquakes, strikes, or any other disaster or an industrial dispute, affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening, or non-happening will be considered *Force Majeure*, if it is not attributed to willful act, neglect or failure to take reasonable precautions of the affected party. Neither party shall whatsoever, including but not limited to any damage or abetment of charges whatever directly or indirectly caused to or incurred by the other party by reason of any failure or delaying the performance of its obligation hereunder which is due *Force Majeure*. Notwithstanding the foregoing, each party shall use all reasonable endeavors to continue to perform or resume the performance of such obligations hereunder for the duration of such *Force Majeure* event.

IN WITNESS WHEREOF both the parties have hereunto set their hands and seals, the day and the year hereinabove mentioned.

For and on behalf of Mechi
Multiple Campus

Campus Chief
Mechi Multiple Campus

Campus Chief

Witness 1

IQAC, Member Secretary

Mechi Multiple Campus

For and on behalf of Goreswar
College

Principal
Goreswar College

PRINCIPAL
Goreswar College

Witness

IQAC, Coordinator

Goreswar College

COORDINATOR
IQAC
Goreswar College

Date: 27 November 2023

Place: Mechi Multiple Campus, Bhadrapur, Jhapa, Nepal