



# **MEMORANDUM OF UNDERSTANDING**

between

# SRI JAGANNATH SANSKRIT UNIVERSITY

### Puri, Shree Vihar, Odisha Website: - www.sjsv.nic.in

and

## **GANGADHAR MEHER UNIVERSITY**

Amruta Vihar, Sambalpur- 768004, Odisha

Website:-<u>www.gmuniversity.ac.in</u>

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This Memorandum of Understanding ("MOU") is made by and between

Sri Jagannath Sanskrit University, Shree Vihar, Puri, Odisha, hereinafter referred to as the 'SJSU' (which expression shall where the context so admits include its successors and permitted assigns) of the ONE PART;

#### AND

Gangadhar Mcher University, Amruta Vihar, Sambalpur- 768004, Odisha dated .... June, 2023 hereinafter referred to as GMU having its office at Amruta Vihar, Sambalpur- 768004, Odisha and shall be represented by Smt. Jugaleswari Dash, OAS(SAG), Registrar, (Which expression unless excluded or is repugnant to the context shall include its successors and assignees), on the First Part.

(Which expression unless excluded or is repugnant to the context shall include its successors and assignees) on the other part.

Each referred to individually as a "Party" and together as the "Parties".

**Objective:** The MoU drawn up and agreed upon to establish academic and allied cooperation between Sri Jagannath Sanskrit University, Shree Vihar, Puri, Odishaand Gangadhar Meher University, Amruta Vihar, Sambalpur- 768004, Odisha.

#### **ARTICLE-1. PURPOSE**

The purpose of this MoU is to enable cooperation between Sri Jagannath Sanskrit University, Shree Vihar Puri, Odisha and Gangadhar Meher University, Amruta Vihar, Sambalpurto strengthen the relationship between the two Universities by developing collaboration inacademics, research, projects, training, and faculty and students exchange/internship activities on areas of Sanskrit studies, Culture and Indian System of Knowledge and Practices.

#### **ARTICLE-2. SCOPE/AREAS OF COOPERATION**

#### Objectives

The MoU relates to proposed links between the Sri Jagannath Sanskrit University, Puri, Odisha and Gangadhar Meher University, Amruta Vihar, Sambalpur- 768004, Odisha.

Both the parties propose to participate and co-operate in mutual discussions and joint activities with regard to the followings:

Establishment of Academic and Research partnership in the areas of Sanskrit studies, Culture and Indian System of Knowledge and Practiceswhich provides opportunities for both the Universities to

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carry out and invest in joint academic interest, publish joint research papers, joint projects, and joint patent and joint extracurricular activities.

#### **Responsibilities:**

Both the parties do hereby agree to undertake the followings:

- i. Joint research, including publications and other appropriate activities, between staff and/or students from each University;
- ii. Facilitates the exchange of staff, students and researchers for the purpose of teaching, study, research, consultancy, sensitization, capacity building training and extension activities;
- iii. Undertake academic and research work jointly to inspire, translate and amplify issues relating toSanskrit studies, Culture and Indian System of Knowledge and Practices;
- iv. Provides access to the library, academic and research facility as well as to its infrastructure and networks;
- v. Provides administrative support for growth of academic, research and local connectivity;
- vi. Facilitates mentor advice and support to the other party for growth of its academic and research activities;
- vii. Identification of areas of possible mutual academic, research, consultancy and advocacy interests;
- viii. Identification of potential joint research project opportunities, seminars, workshops and collaboration and initiatives to take forward the activities;
  - ix. Advance the study on Sanskrit studies, Culture and Indian System of Knowledge and Practices.
  - x. Specialised research and academic work to be undertaken in the preservation, progress and dissemination of knowledge and practices on India's indigenous skills and Cultural moorings, Vedas, Upanishads and other Sanskrit texts of importance;
  - xi. Connect academia, practitioners, Sanskrit scholars and stakeholders (communities, government, policy makers, practitioners etc.) to contribute towards achieving higher goals of human existence;
- xii. Dissemination of information and sharing of experiences among staff and students;

Both parties also agree to encourage the following activities, in particular, to promote academic cooperation in the following areas:

a) Institutional exchanges between students and staff;

b) Organization of joint seminars, symposia, conferences, short courses and meetings on academic and research issues;

c) Exchange of information pertaining to developments in teaching, student development and research activities and;

d) Cooperation in any other areas as agreed to by both the Parties from time to time.

#### **ARTICLE-3. DURATION, TERMINATION AND AMENDMENT**

- 1. This MoU will be effective from the date of signing by both parties for a period of 3 years, and may be subject to extensions by mutual consent in writing.
- 2. Either party may terminate this MoU by giving six (6) months advance notice in writing.
- 3. The provisions of this MoU may be amended at any time with the mutual consent of the parties in writing.
- 4. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination or expiration, unless otherwise agreed upon between the two parties.

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

- 4.1 Intellectual Property Rights (IPR) generated during the Research, under this MOU shall be shared in accordance with the mutual understanding of the parties at the point of filing of the patent. General rules, however could be following:
  - 4.1.1. Joint Intellectual Property ("Joint IP"): the Parties shall agree that the application for patent registration and/or any other register-able rights shall be filed in joint names.
  - 4.1.2. The IPR generated by Sri Jagannath Sanskrit University, Puri, Odisha shall file, prosecute, maintain and extend patents or other appropriate register-able rights concerning such Joint IP and shall keepGangadhar Meher University informed about the status of all such actions. Similarly, The IPR generated by Gangadhar Meher University, shall file, prosecute, maintain and extend patents or other appropriate register-able rights concerning such Joint IP and shall keep Sri Jagannath Sanskrit University, Puri, Odisha informed about the status of all such actions.

Both the parties shall execute necessary documents and provide its assistance in order to protect interest of both the Parties under this clause.

- 4.1.3. Joint patents would be owned jointly and both parties would have equal ownership in the same.
- 4.1.4. Neither Party shall withdraw the application for any patent nor any other applicable register-able right filed pursuant to Section 4.1.3.
- 4.1.5. Both Parties shall have the right to use the Joint IP, for its own use only.

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- 4.1.6. Parties shall take consent of the other before sublicensing the Joint IP, and pay the other a royalty depending on the valuation of their research contribution on mutually agreed price.
- 4.2 No Party shall acquire any ownership interest in any other Party's Background rights while performing the joint Research. Respective Party shall remain owners of their respective Background Rights.

#### **ARTICLE-5: CONFIDENTIALITY**

- 5.1 During the validity of this MoU and three [3] years thereafter, Sri Jagannath Sanskrit University, Shree Vihar, Puri, Odisha undertakes on its behalf and on behalf of its students/employees/associates/representatives, and Gangadhar Meher University undertakes on behalf of its students/employees/ associates/ representatives to maintain strict confidentiality and prevent disclosure thereof, of all the Confidential Information and data exchanged/ generated pertaining to Academic and Research work under this MoU for any purpose other than in accordance with the MoU.
- 5.2 Notwithstanding anything stated in this MoU, Sri Jagannath Sanskrit University, Shree Vihar Puri, Odisha faculty members/ associates involved and Gangadhar Meher Universitys Faculty/ associates/ representatives shall not in any event disclose Confidential Information related to Intellectual Property to any third party.
- 5.3. The obligations set forth in this clause shall survive any termination or expiration of this MoU for a period of three years.

#### **ARTICLE-6. SPECIAL PROVISIONS**

- Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreements (MoA).
- 2. Each party will take approval from the other party in writing to use the latter's name and logo for the activities here under on a case-by- case basis.
- 3. Both parties here shall do their utmost to ensure the smooth and efficient implementation of the mentioned programs.
- 4. The two parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MoU or any subsequent associated agreement informally.

#### **ARTICLE-7. FINANCIAL IMPLICATIONS**

- 6.1 This Memorandum of Understanding (MoU) shall not give rise to any financial obligation by one Party to the other.
- 6.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

This MoU is prepared in two identical sets and will be available with each party. Each party holds one original copy.

IN WITNESS WHEREOF, the undersigned parties have each set their hand to this MEMORANDUM OF UNDERSTANDING on the \_\_\_\_\_\_ to execute this MoU.

#### For and on Behalf of

For Sri Jagannath Sanskrit University, Shree Vihar, Puri, Odisha

Name: Smt. Sumitra Kumari Pattanaik, OAS

Designation: Registrar, Sri Jagannath Sanskrit University Shree Vihar, Puri, Odisha

# Shrivinar, Puri-752003 (Odisha)

For Gangadhar Meher University, Amruta Vihar, Sambalpur- 768004, Odisha

Name: Smt. Jugaleswari Dash, OAS(SAG)

Designation: Registrar, Gangadhar Meher University, Amruta Vihar, Sambalpur, Odisha

20/11/2023 20/11/REGISTRAR GANGADMAR DERER DAVIDSITY SAMBALPUR

In the presence of the witnesses

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Prof. Rabindra Kumar Panda Prof. N. Nagaraju Vice Chancellor, Vice Chancellor, Gangadhar Meher University, Amrit Vihar, Sri Jagannath University, Sanskrit Sambalpur Shree Vihar, Puri Not っろ 20. Vice Chancellor Gangadhar Meher University VICE-CHANCELLOR Vagannath Sanskrit Vishvavidyalaya SHRI VIHAR, PURI Sambalpur-768004, Odisha

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