

असम ASSAM

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Memorandum of Understanding

Between

Kokrajhar Government College

And

Central Institute of Technology Kokrajhar
(Deemed to be University, MoE, Govt. of India)

This Memorandum of Understanding (MoU) was made effective as of 26th March, 2021 by and between the **Kokrajhar Government College (KGC)** (hereinafter referred to as "KGC") and **Central Institute of Technology Kokrajhar (CITK)** (hereinafter referred to as "CITK"), both

of which are located at Kokrajhar, BTR, Assam – 783370, India for collaboration in research, teaching, training and consultancy.

Kokrajhar Govt. College (KGC) is situated in the heart of Bodoland Territorial Region in the state of Assam. It was established in 1959 with a noble mission of providing higher education to the underprivileged people of this part of the Country. Since its inception, Kokrajhar Govt. College has been playing a vital role in the socio economic development of the region and producing competent alumnus working in different nook and corner of the country and abroad. Still the college is working for the overall growth of all sections of people widening the boundaries of knowledge horizontally and sometimes going beyond the boundaries. The College beliefs in promoting discipline and excellence at all levels of human understanding. At present, the college offers degree courses in Arts and Science Stream, Diploma in some specific courses and post graduate courses in Mathematics, Chemistry, English & Assamese.

In accordance with our desire to promote academic excellence on the basis of mutual trust and in the spirit of friendly co-operation, reciprocity KGC & CITK (“the parties”) hereby agree to the aims and objectives as stated below.

Central Institute of Technology Kokrajhar (CITK) is situated in the Kokrajhar District of Bodoland Territorial Council in the eastern region of the state of Assam in India. CITK was established with the objective of fulfilling the aspirations of the people of this region relating to their cultural identity, language, education and overall economic development of the region and to impart the youths of the region with requisite technological and vocational training to produce the competent manpower to boost economic growth of this region. CITK was established in 2006 as a Centrally Funded Institute under the Ministry of Human Resource Development, Government of India, and has been given the status of Deemed to be University under de-novo category (as per the UGC regulations, 2016) in December 2018. Today, the institute has Diploma, Undergraduate (B.Tech and B.Des), Postgraduate (MTech and M. Des), and PhD programs in various disciplines.

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, KGC and CITK (the "Parties") hereby agree to the objectives, as stated below.

1. Objectives and Scopes of the Collaboration

- 1.1 This MoU shall establish the general terms and conditions, under which the Parties shall collaborate in research, teaching training and consultancy. The objectives of the understanding are:
- (a) To promote interests in research, teaching, training and consultancy-related activities of the respective institutes, and
 - (b) To deepen the understanding of the scientific, technological and management issues relevant to the respective institutes.
 - (c) To promote more effective use of the resources of the respective institutes and provide each of them with enhance opportunities.
- 1.2 The scope of the collaboration shall include, but shall not be limited to:
- (a) Exchanging and/or sharing academic publications and reports through jointly organized symposia, workshops, conferences and other forms of scientific meetings
 - (b) Exchanging and/or sharing students, faculties, scholars, and facilities between the Institutes on teaching, research, and training as and when deemed appropriate by both the Parties.
 - (c) Collaborating on joint research projects, and joint consultancies along with industries and government agencies.

Specific activities and programs implemented under the authority of this MoU shall be subject to availability of funds, and the approval of each Party's authorized representatives. The activities may have a specific working agreement under the broad framework of this MoU.

2. Responsibilities of the Parties

2.1 General responsibilities

- 2.1.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to joint efforts to maintain close working relationships in order to achieve the objectives of the MoU.
- 2.1.2 The Parties shall keep each other informed of all relevant activities pertaining to the collaboration, and its implementation, and shall hold consultations at least every month or

at a time deemed appropriate by the Parties, on the status of this cooperation including any circumstance(s) that may affect the achievement of the objectives the MoU.

2.1.3 The Parties shall refrain from any unethical or unprofessional action that may adversely affect the interests of the other party and shall fulfill their commitments with fullest regard for the terms and conditions of this MoU.

2.2 Specific responsibilities of KGC: Initiating joint research projects, regular collaboration, interaction and sharing of faculties, students, scholars and staffs between KGC and CITK

2.3 Specific responsibilities of CITK: Initiating joint research projects, regular collaboration, interaction and sharing of faculties, students, scholars and staffs between KGC and CITK

3. Copyrights, Patents and other Proprietary Rights

3.1 The sharing and spread of the intellectual properties generated through activities under this MoU on mutually agreeable terms and conditions shall be subject to current IPR policies of each Party.

3.2 CITK and KGC shall be entitled jointly to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to research outcome(s), product(s), or document(s) and other materials, which bear a direct relation to, or are produced or prepared or collected in consequence of, or in the course of the execution of this MoU.

3.3 The Parties shall cooperate in licensing activities, and in the management, protection and sharing of profits from such IP(s) jointly created. The two Institutes shall meet through designated representatives, and seek an equitable and fair understanding from such IP(s) rights generated in the course of the execution of this MoU and shall be subject to current IPR policies of each Party

3.4 In case CITK and KGC decide to disclose or demonstrate, via publication(s) or prototype(s), all or part of the research outcome(s) that occurred within the scope of this MoU, each party must be informed of the intent 30 days in advance in consideration of the relevant IP rights.

4. Resolution of Disputes

This MoU is not intended to create any legally binding obligations on either Institute, but, rather it is intended to facilitate discussions regarding general areas of cooperation. Any dispute between the Parties arising out of the interpretation or implementation of this

MoU shall be settled amicably through consultation or negotiation between the Parties to the dispute.

5. Miscellaneous

- 5.1 This MoU shall enter into force upon signature by the Parties, and shall remain valid for **five (5) years**, or until the date on which the Parties decide to terminate it, whichever date comes first. Should it become evident that an extension of the duration is required, or that any other change should be made on the existing MoU, the Parties shall record such a change in an Amendment/Addendum to this MoU.
- 5.2 Each Party shall consult with and take approval of the other Party to use the latter's name, the names of the latter's official(s) faculty member(s), and the logo for the activities under this MoU, and dissemination of result(s), on a case-by-case basis.
- 5.3 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).
- 5.4 Either party may terminate this MoU for cause(s), in whole or in part, upon six (6) months notice, in writing, to the other party.
- 5.5 Force Majeure: In the event of, and as soon as possible after the occurrence of any cause constituting force majeure, the cooperating Party shall give notice and full particulars in writing to the other cooperating Party, of such occurrence or change if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this MoU.

6. Communication and Addresses

- 6.1 Coordinators: Each Party shall designate a Coordinator to oversee and facilitate the implementation of this MoU.

For KGC – Principal,
Kokrajhar Govt. College,
Kokrajhar, BTR, Assam – 783370

For CITK – Dean – Research and Development
Central Institute of Technology Kokrajhar
Kokrajhar, BTR, Assam, PIN 783370

- 6.2 Any notice required to be given by either Party under this MoU shall be given in

writing and shall be deemed given when actually received by the other Party, to the following addresses:

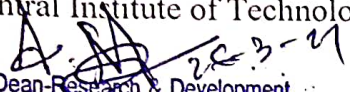
For KGC – Principal,
Kokrajhar Govt. College,
Kokrajhar, BTR, Assam – 783370

For CITK – Dean Research and Development
Central Institute of Technology Kokrajhar
Kokrajhar, BTAD, Assam, PIN 783370

Signed on 26th day of March, 2021


For and on behalf of

Central Institute of Technology Kokrajhar



Dean-Research & Development
Central Institute of Technology Kokrajhar
Deemed to be University, ME, Govt. of India

Dr. Avik Mukherjee
Dean – Research & Development

Witnessed by

1. Name: Dr. H.K. Kalita
2. Signature 
3. Date 26/03/2021

Witnessed by

1. Name: Dr. Beihung Brahma
2. Signature 
3. Date 26/03/2021

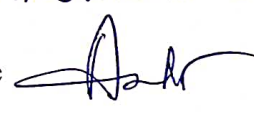
For and on behalf of

Kokrajhar Government College


Principal 26/3/2021
Kokrajhar Govt. College
Kokrajhar

Dr. Banabina Brahma
Principal

Witnessed by

1. Name: ANJALEE BASUMATARY
2. Signature 
3. Date 26/03/2021

Witnessed by

1. Name: CHANDRA SEKHAR ISWARY
2. Signature 
3. Date 26/03/2021