

Policy for MoU and Research Collaboration

(Approved in the 4th Governing Body Meeting held on 25th May 2024)



GIRIJANANDA CHOWDHURYUNIVERSITY, Assam

N.H-37,Hatkhowapara,Azara,Guwahati-781017,

Kamrup, Assam

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Azara, Guwahati - 781017

Policy for MoU and Research Collaboration

In research, a Memorandum of Understanding (MoU) is an essential tool for formalizing collaborations between institutions, universities, research centers, or organizations. It is a preliminary agreement that sets out the framework for future collaboration. The Girijananda Chowdhury University, Assam, envisions collaborating with other universities, industries, departments and experts. Therefore, the policy dealing with collaborations between universities, Industries and institutions has been named the Policy for Memorandum of Understanding (MoU). The collaboration between two or more parties (Individual Faculty Members and Departments) of different Universities/HEIs/Industries/ Research Institutions has been named a Memorandum of Academic Support/Association (MoA/MoAA).

SCOPE OF CO-OPERATIONS

1. Sharing of Physical Resources for Mutual Benefits:

- (a) Laboratory
- (b) Library
- (c) Workshop
- (d) Computer Center/Facility
- (e) Classroom
- (f) Auditorium, Playground, Indoorstadiumetc.

2. Knowledge Sharing through:

- (a) Workshop, Seminar, FDP, Lectures etc
- (b) Promotion of participation of the faculty members as Resource Person
- (c) Internships for students
- (d) Joint academic programs for the Award of Certificate/Diploma
- (e) Faculty Exchange, Course sharing, curriculum sharing

3. Research Collaboration

- (a) Access to Research Lab, Soft ware and Data Sharing
- (b) Participation in Collaborative Research/Project work for both faculties and Students



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- (c) IPR
- (d) Collaborative Consultancy work

4. Collaboration with Industry

- (a) Collaboration for Student Placement and Apprentice
- (b) Industry Visit, Internship and Training
- (c) Participation as Industry Expert in Curriculum Development
- (d) Engagement in Course/Content delivery
- (e) Consultancy works
- (f) Data, Laboratory and Equipment sharing for R&D Activities

5. Collaborative activities as Social Responsibility

- (a) Joint Awareness Programs
- (b) Relief Activities, donation etc.
- (c) Collaborative cultural programs

GUIDELINES

Purpose and Scope:

The purpose of the MoU should be clearly stated, and the objectives of the collaboration should be defined. It should also specify the scope of the research, including the duration, milestones, and expected outcomes. This will ensure that the parties have a shared understanding of the goals and expectations of the collaboration.

Responsibilities and Contributions

The MoU should outline the responsibilities and contributions of each party. This includes defining the roles and tasks of each party, the resources and funding they will provide, and the timeline for the completion of tasks. Ensuring that the roles and responsibilities are clearly defined is essential to avoid confusion and misunderstandings.



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Intellectual Property

Intellectual property (IP) is a crucial aspect of research collaboration. The MoU should clearly define the IP's ownership, management, and protection generated during the collaboration. It should also specify the conditions for the IP's use, dissemination, and commercialization.

Confidentiality

Confidentiality is essential in research collaboration, mainly when dealing with sensitive data or proprietary information. The MoU should include a confidentiality clause that specifies the scope of privacy, the exceptions, and the remedies for breach of confidentiality. This will ensure that the parties understand their obligations and are held accountable if they violate the agreement.

Dispute Resolution

In the event of a dispute or disagreement, the MoU should include a clause outlining the process for resolving disputes. This may include mediation, arbitration, or litigation. It is essential to have a transparent dispute resolution process to avoid costly legal battles and damage to the collaboration.

Termination

The MoU should include a termination clause that outlines the circumstances under which the collaboration can be terminated, the notice period, and the consequences of termination. This will ensure that the parties understand the conditions under which the collaboration can be terminated and the consequences of doing so.

Funding and Budget

One of the most critical aspects of research collaboration is funding. The MoU should specify the funding sources, the amount of funding, and the budget for the collaboration. It should also outline the process for financial reporting, the management of funds, and the allocation of resources.

Project Management and Reporting



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Effective project management is essential for the success of research collaboration. The MoU should outline the project management structure, including the appointment of a project manager, the roles and responsibilities of the project team, and the communication and reporting requirements. It should also specify the frequency and format of project reporting.

Ethical Considerations

Research collaboration should be conducted in accordance with ethical principles and guidelines. The MoU should specify the ethical considerations, including the protection of human subjects, the use of animals in research, and the management of conflicts of interest. It should also outline the process for obtaining ethical approval and the reporting requirements for ethical issues.

Publication and Dissemination of Results

The MoU should specify the conditions for the publication and dissemination of research results. This includes the authorship criteria, the timeline for publication, the journal selection criteria, and the requirements for open access publishing. It should also outline the process for data sharing and the management of intellectual property rights.

Collaborative Opportunities

The MoU Agreement should specify the opportunities for collaboration between the parties. This includes joint research projects, joint publications, joint funding applications, and joint conferences and workshops. It should also outline the process for identifying and pursuing new collaborative opportunities.

Format

Article I- Introduction of Participants should specify the parties of MoU and their details.

Article II - Purpose of Agreement should clearly state the mutual benefits of MoU.

Article III- Scope of Activities should be defined very clearly including the financial implications, if any.

Article IV- Duration of MoU should be for a period of maximum 5 years, and can be renewed after 5 years with mutual consent of the parties.



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Article V- Competent Authority includes Head of the Institution.

Article VI- Force Majeure terms and conditions should be stated clearly.

Article VII – Arbitration clause should be specified.

Article VIII– Signature of parties of MoU.



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MEMORANDUM OF UNDERSTANDING

Between



Girijananda Chowdhury University

&

Registrar
Girijananda Chowdhury University, Assam
Azara, Guwahati - 781017



This Memorandum of Understanding (MOU) is entered into on..... day of
....., 20.....

BETWEEN

Girijananda Chowdhury University, Hathkhowapara, Azara, Guwahati, Assam 781017, a private university established in accordance with the provisions of the Assam Private Universities Act, 2007, (Assam Legislative Act XLVII (47) of 2022) and approved by the UGC; through the Vice-Chancellor/Registrar, of the One Part

AND

_____ through the _____, of the Other Part.

WHEREAS the Girijananda Chowdhury University (hereinafter referred to as GCU) is a reputed University in India providing higher education in most of the branches of knowledge, besides excelling in research in various disciplines in Science, Technology, Humanities, Management and Commerce Streams, in addition to being a pioneer institution in innovating new ideas in education.

AND WHEREAS the _____ (herein after referred to as)



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WHEREAS the Girijananda Chowdhury University
and

_____ are willing to cooperate in the promotion of teaching, research, and innovation, desire to enter into a Memorandum of Understanding for the purpose of fulfilling their objectives in a better way.

1. SCOPE OF COOPERATION:

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

- Exchange of students
- Exchange of teaching and research scholars
- Joint scientific research
- Exchange of scientific 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 organizations will also coordinate activities such as:

- Joint academic programs leading to award of certificate, diploma and degree by Girijananda Chowdhury University
- Collaborative cultural programs
- Collaborative language programs
- Student exchange programs
- Faculty exchanges
- Joint research projects and educational programs
- Course and curriculum sharing and development
- Organizing seminars/conferences/workshops/lectures etc.

Both the Institutions will endeavor to assist each other in the development of their educational and research services.

Both the Institutions will attempt to maintain parity with personal exchange arrangements over the period of this MOU.

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.



This MOU shall not be assignable by either University/organization, in whole, or in part, without prior written consent of the other University.

The undertaking of each activity to be carried out under this MOU will be subject to the availability of funds.

2. INTELLECTUAL PROPERTY RIGHT:

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 universities/organizations shall be owned by that university/organization.

All rights and title to Intellectual Property whether or not patentable, conceived and reduced to practice jointly by employees of both universities/organizations shall be jointly owned. Neither University shall use or license to any third party such jointly owned intellectual property for any purpose, whatsoever, without prior written consent of the other university/organization.

3. COORDINATION COMMITTEE:

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:

A Senior Faculty member of the Girijananda Chowdhury University nominated by the Vice-Chancellor, will be Coordinator of the activity.

One Joint Coordinator nominated by the Vice-Chancellor of Girijananda Chowdhury University.

One member nominated by the Vice-Chancellor of the Girijananda Chowdhury University.

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.

A similar committee shall be formed by the other university/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


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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 03 (three) 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:

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.

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.

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 here under 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

For and on behalf of

***Girijananda Chowdhury
University***



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