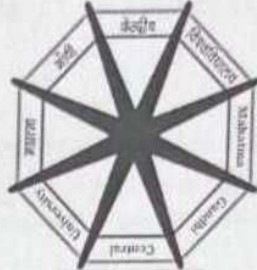


MEMORANDUM OF UNDERSTANDING

ENTERED INTO BETWEEN



महि श्रीः श्रयतां यमः

MAHATMA GANDHI CENTRAL UNIVERSITY

MOTIHARI, DISTRICT - EAST CHAMPARAN, BIHAR
(A Central University established by an Act of Parliament)

AND



SANCHI UNIVERSITY OF BUDDHIST-INDIC STUDIES

Village Barla, District Raisen, MADHYA PRADESH
(Established by Ministry of Culture, Government of Madhya Pradesh)

SUGIS/cont./2021/009
MAY 2021

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MEMORANDUM OF UNDERSTANDING

ENTERED INTO BETWEEN



MAHATMA GANDHI CENTRAL UNIVERSITY

AND



SANCHI UNIVERSITY OF BUDDHIST-INDIC STUDIES

This Memorandum of Understanding (hereinafter referred to as 'MoU') is made on this _____ day of _____ 2021 with respect to the establishment of joint research, educational programs and community engagement through joint extension activities.

BETWEEN

MAHATMA GANDHI CENTRAL UNIVERSITY is a Central University established by an Act of Parliament situated in Motihari – 845 401, District - East Champaran, Bihar, herein represented by its, hereinafter referred to as "MGCU" (which expression shall, unless excluded by or repugnant to the context be deemed to include its successors in office, representative, administrators and assigns) as the **FIRST PARTY**.

AND

SANCHI UNIVERSITY OF BUDDHIST-INDIC STUDIES established by Ministry of Culture, Government of Madhya Pradesh herein represented by its _____, herein after referred to as "SUBIS" (which expression shall, unless excluded by or repugnant to the context be deemed to include its successors in office, representative, administrators and assigns) as the **SECOND PARTY**.

Further, MGCU & SUBIS shall hereinafter be jointly referred to as the **Parties**.

SUBIS/cunt./2021/009
AUG 2021

- iii. A 'short-term course' refers to an academic programme of short duration.



**ARTICLE II:
COLLABORATIVE ACTIVITIES**

Both the parties have identified the following areas of mutual co-operation:

1. Faculty Member(s), Research Scholar(s) and Student(s) of MGCU would collaborate with SUBIS for undertaking Joint Research/Academic Programme.
2. MGCU would collaborate with SUBIS to organize projects related to knowledge generation in Communication and Media Studies as well as in related areas, as and when required.
3. MGCU and SUBIS may apply for collaborative projects to National and International funding agencies.
4. Both the parties may organize collaborative events, Media Fest and other events, if required so.
5. SUBIS would provide Short-Term Training/Summer Training/Laboratory/Studio Facility to the Student(s)/Research Scholar(s)/Faculty Members of MGCU in their respective areas of specialization.
6. SUBIS would facilitate Research Scholars of MGCU as part of collaborative research, with faculty at SUBIS acting as Co-Guide.

**ARTICLE III:
TERMS AND CONDITIONS**

1. The host institution would provide appropriate housing, library, laboratory facilities and technical support to the Research Scholar(s)/Student(s)/Faculty Member(s) from the partner institution.
2. The travel expenses of the Faculty Member(s)/Research Scholar(s)/Student(s) visiting the host institution shall be borne by the home institution.
3. Selection and Supervision of Ph.D. Scholars: The registration of SUBIS sponsored Ph.D. Scholar(s) would be subjected to the MGCU norms. Further:
 - i. MGCU will recognize and accept SUBIS Faculties as Co-Supervising research projects (with supervisors from MGCU) leading to the award of Ph.D. Degree as per the

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- ii. provisions of Ordinance for such Programmes of the University. SUBIS as a research institute of excellence will be recognized by MGCU for this purpose.
 - iii. Candidates from SUBIS shall be selected by MGCU on supernumerary seats for Ph.D. in its various departments through written test and interview. Such a candidate will have to choose a Co-Supervisor from SUBIS. In such a situation, the Curriculum Vitae of the proposed Joint Supervisor shall be sent to the MGCU for consideration and approval by the Board of Studies (BoS), School Board and Academic Council of the University. The member of Advisory Committee from SUBIS should be qualified enough to be a Co-Supervisor as per University Norms.
 - iv. The Director of SUBIS shall ensure that the interests of the Ph.D. candidates admitted under the MoU are not affected adversely in case of transfer of the Co-Supervisor.
 - v. The SUBIS shall issue NOC to the selected fellows to attend classes and to review work in the MGCU library during the course work.
 - vi. The progress of research by scholars, selected under this MoU shall be jointly monitored by the collaborating institutions and they shall decide jointly in case of a need to de-register them from Ph.D. Programme of MGCU.
 - vii. There is a scope for exchange of students and faculty for extended research/training at both the organizations, and this shall be facilitated by both the organizations aimed at excellence in academics.
4. The faculty members, research scholars and students of MGCU shall be issued identity cards/or application/papers upon individual requests, through concerned Rector/HODs/ Dean, MGCU, to be shown to authorities of the Institute as per SUBIS rules so as to provide access to studio, library and other facilities of the Institute. Similarly, SUBIS staff and research scholars will be provided access to MGCU facilities upon production of authentic identity cards/papers issued by SUBIS.
 5. A faculty member/research scholar/student will be liable to pay for the damages caused directly or indirectly in the host institution as per the rules and regulations of host institution.
 6. Neither Institution shall be held responsible for any mishap/injury (fatal or non-fatal) incurred by a faculty member/research scholar/student during his/her stay in the host institution.
 7. The stay hours of the faculty member(s)/research scholar(s)/student(s) will be fixed as per the discretion of the host institution.

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8. The faculty member(s)/research scholar(s)/student(s) and concerned authorities are expected to protect the Intellectual Property Rights (IPR) generated or likely to be generated during their research work. The IPR shall rest with the institution to which the guide of the student(s)/scholar(s) is affiliated. In the event of equal amount of work being carried out at both the institutions, copyrights/protections/knowledge generated will be shared in proportion as per the UGC guideline as amended from time to time. Both the parties shall be the joint applicants for IPRs.
9. MGCU and SUBIS would be free to carry out follow-up research on the projects conducted under this MoU.
10. Guides from neither institution shall publish the work carried out under this MoU without the written consent of the other party.
11. During the tenure of the MoU, both MGCU and SUBIS will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.
12. This MoU is subject to approval by competent authorities, according to the Statutes of each Institution. This MoU shall become effective when both signatures are affixed.
13. The implementation and/or conduct of a program, course or activity shall be negotiated and determined mutually by both the institutions.
14. The autonomy of either institution shall not be diminished, nor constraints be imposed on to carry out this MoU.
15. Each Party agrees to develop the following collaborative activities in the academic areas of mutual interest, and on the basis of equality and reciprocity.
 - Faculties and Research Staff's Exchange.
 - Exchange of Research Scholars and Students.
 - Conducting joint sponsored research projects.
 - Conducting lectures and organizing conferences, workshops and other programs.
 - Organizing Media Fest, Carnivals and various other events for overall development of the learners.
 - Conducting short term courses and faculty development programs in domain or allied areas.
 - Exchange of academic and research related information and materials.







- Joint publication of books, research reports and policy documents.
- Promoting collaboration in fields of mutual interest as and when required.
- Promoting other academic cooperation as mutually agreed.

**ARTICLE IV:
RESPONSIBILITY OF THE PARTIES**

On behalf of MGCU, the Vice-Chancellor of the University and on behalf of SUBIS, the Vice-Chancellor of the Institute shall be the responsible authorities for overall implementation of the MoU, unless the responsibility is delegated by them to other competent person(s) of their respective institutions. Two Nodal Officers and Two Coordinators will be nominated from both the Institutions. They will be responsible for the overall coordination and the smooth conduct of various activities to be undertaken as part of this MoU.

**ARTICLE V:
EXECUTIVE PROTOCOL**

The development and implementation of specific forms of cooperation based on this agreement, will be separately established between parties, and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

**ARTICLE VI:
VALIDITY AND TERMINATION**

1. The MoU will remain in force for ten years from the date of signing of the agreement and renewable afterwards. If not renewed, the MoU expired ceases its effects, without prejudice to the continuation of any ongoing activities.
2. The termination of MoU shall not affect the validity or duration of activities or agreement under this MoU, which were initiated prior to this activity.
3. This MoU may be terminated by either party with a minimum of 120 days written notice. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.

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[Signature]



**ARTICLE VII:
MODIFICATION**

Any modification or amendment of this MoU shall be made on the basis of mutual agreement and written understanding, drawn up in two original copies in English language, both having the same legal validity.

**ARTICLE VIII:
INDEMNIFICATION**

1. Each Party shall, at its own expense, defend, indemnify, and hold the other Party harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against the indemnified Party (i) arising out of or related to the indemnifying Party's violation of any applicable laws, gross negligence, or willful misconduct; or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by the indemnifying Party or any of its Affiliates, participants, officers, directors, and employees.
2. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defence of the claim.
3. The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

**ARTICLE IX:
FORCE MAJEURE**

1. The Party shall not be liable for any failure to perform, any of its obligations under this MoU if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.
2. "Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.



**ARTICLE X:
AUTHORISED REPRESENTATIVES**

The Parties to this MoU hereby confirm their agreement to its terms by the following signatures:

For, MGCU

Name: 

Mahatma Gandhi Central University
Motihari, District - East Champaran
Bihar - 845 401

Designation:

Date with Seal:

For, SUBIS

Name: 

**Sanchi University of Buddhist-Indic
Studies** Village Barla, District Raisen,
Madhya Pradesh- 464 551

Designation: Registrar
Sanchi University of Buddhist-Indic Studies
Bhopal (M.P.)

Date with Seal: