



Memorandum of Understanding

between

RKDF University, Ranchi

Argora Kathal More Road, Dhipatoli - Pundag, Opp. Water Tank, Ranchi - 834004, Jharkhand

Represented by:
Prof. (Dr.) S. Chatterjee
Vice Chancellor
RKDF University, Ranchi

and

Desh Bhagat University

Off to NH1, Mandi Gobindgarh, District Fatehgarh Sahib, Punjab – 147301

Represented by:
Prof. (Dr.) Shalini Gupta
Vice Chancellor
Desh Bhagat University

Towards

Students Exchange Program

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This Memorandum of Understanding ("MOU") is executed as of date: 08/04/2022("Effective Date") between

Party 1 - RKDF University, Ranchi

Address: Argora Kathat More Road, Dhipatoli - Pundag, Opp. Water Tank, Ranchi -

834004, Jharkhand

Party 2 - Desh Bhagat University

Address: Off to NH1, Mandi Gobindgarh, District Fatehgarh Sahib, Punjab - 147301

PREAMBLE

Whereas, Ram Krishna Dharmartha Foundation University referred as RKDF University, Ranchi, at its various Management, Hotel Management, Arts, Engineering and Sciences departments is envisioned with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Management and Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, Desh Bhagat University is engaged in training, research and development of students to prepare them for emerging technologies, research, design and development and consultancy in the multiple related fields.

WHEREAS, as per the New Education Policy 2020, both RKDF University, Ranchi and Desh Bhagat University, now:

- Recognizing the Importance of research and development in the multiple areas and emerging technologies, as well as imparting industrial training to the Management, Hotel Management, Engineering/Technology/Sciences students and professionals.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to multiple emerging technologies.
- Desiring to club their efforts by pooling their expertise and resources.
- Generating outcomes in terms of better opportunities to the beneficianes in terms of projects, internship, consultancy

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NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both RKDF University

Ranchi and Desh Bhagat University hereby acknowledge, RKDF University Ranchi and Desh Bhagat University hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between RKDF University, Ranchi and Desh Bhagat University for enhancing the availability of highly qualified manpower in the multiple areas of emerging trends/technologies without any prejudice to prevailing rules and regulations in RKDF University, Ranchi and Desh Bhagat University without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to RKDF University, Ranchi and Desh Bhagat University. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both RKDF University, Ranchi and Desh Bhagat University shall encourage interactions between the Faculty members, Research fellows and Students of both the organizations through mutual understanding and setting up a Centre of Excellence.

The activities carried out in by both the parties will be:

- Education, training, certification
- Integrated programs
- ➤ Internships
- Strategic mentoring
- Business networking
- Government partnership projects
- ▶ Joint Research Funding Opportunities
- ▶ Industry events
- > Joint Consultances

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Besides the above the following activities are also proposed:

- A. Organization of joint conferences and seminars
- B. Practical training of RKDF University Ranchi and Desh Bhagat University Professionals, Research Scholars, students
- C. Both Universities may assist in recommending an expert faculty to deliver courses/workshops/trainings to the students/staff.
- D. Gateway towards the learning opportunities, internships and advance education to the Professionals, Research Scholars, students.
- E. In any of the projects mentioned, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III: SHARING OF FACILITIES

- A. RKDF University, Ranchi and Desh Bhagat University shall make provisions to share their respective Important Infrastructure facilities in order to promote academic and research interaction in the areas of cooperation.
- B. Desh Bhagat University and RKDF University, Ranchi will be sharing software and other materials and components developed In-house In the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section of both the Universities.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

A. Financial arrangements for each specific collaboration wherever applicable will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

A. This MOU shall be effective from the date of its signing by competent authorities at both ends.

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- B. The duration of the MOU shall be for a period of 5 years from the effective date.
- C. During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- D. Any clause or article of the MOU may be modified or amended by mutual agreement of RKDF University, Ranchi and Desh Bhagat University.

ARTICLE-VI: Intellectual Property Right

Intellectual Property Rights during the tenure of this MOU/Venture will be considered as Jointly Efforts.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both RKDF University, Ranchi and Desh Bhagat University 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.

Both RKDF University, Ranchi and Desh Bhagat University shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or projects.

Further both RKDF University, Ranchi and Desh Bhagat University shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so

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by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- A. is or becomes publicly available through no fault of the receiving party, is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- B. is independently developed by the receiving party without reference to the confidential information of the disclosing party
- C. is rightfully obtained by the receiving party from a third party or is in the public domain
- D. is disclosed with the written consent of the party whose information it is, or

is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or agenda.

ARTICLE-IX: RESOLUTION OF DISPUTES

- A. This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Jharkhand.
- B. The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Ranchi and Language of arbitration shall be in English.

ARTICLE-X: MISCELLANEOUS

A. The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

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B. Both RKDF University Ranchi and Desh Bhagat University shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Dash Bhagat University

Prof. (Or) Shalini Gupta

Vice Vice thancellor

DESH SHAMAGAL NINGERSHYY

Mandi Gobingust 14/4/2022 ht (India)

Witness 1

Mr. Harpreet Singh

RKDF University, Ranchi

Prof. (Dr.) S. Chatterjee

Vice Chancellor

RKDF University, Ranchi

Date 08/04/22

Vice Chancellor RKDF University

Witness 2 Ranchi

Name

Signature

S. A.