



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made on this Twenty Fourth day of November 2016.

### BETWEEN

**AISECT University (AU), Hazaribag**, recognized under Section 2(F) of the University Grants Commission (UGC) Act and also recognized and approved by the Jharkhand Government under the Jharkhand Act-12, 2016 located at Matwari Chowk, Hazaribag, Jharkhand (hereinafter referred to as AU) (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns)

### AND

Vinoba Bhave University (VBU) an institution of higher education established in September 1992 as the Public University in Hazaribag, Jharkhand by an Act of Govt. of Jharkhand. The Vinoba Bhave of Govt. of Jharkhand is registered and recognized University in Section 12-B by the UGC, New Delhi Act, 1956, and it located at Kolghatti, Hazaribag, Jharkhand (hereinafter referred to as VBU).

AU & VBU are collectively referred to as “the Parties” and individually “the Party”.

### Whereas

AISECT University (AU), Hazaribag was established in May 2016 through Jharkhand Government Gazette notification ((Jharkhand Act-12,2016) as the first Private University of Hazaribag with a vision to promote a culture of research, innovation and entrepreneurial skills, amongst its students, in order to ensure effective application of knowledge for a secure career in the area of Teaching, Innovation and Research in Physical Science, Life Science, Biological Science, Chemical Science, Earth Science, Social Science, Humanities, Commerce, Technology and Medical Science and Entrepreneurships. Also the mission of the university is to preserve, create, and disseminate knowledge, conserve and develop scientific, technological, and cultural heritage through quality teaching and research; to create



conducive work and learning environment, and to work with stakeholders for the betterment of society. With the strong and effective industry linkages, the AISECT University also aims to transform its students into competent, inspired and successful professionals.

### **And Whereas**

Vinoba Bhave University was established in the 1992 as the public University in Hazaribag, Jharkhand by an Act of Govt. of Jharkhand with the vision of imparting Post-Graduate Teaching and Research in Physical Science, Life Science, Earth Science, Social Science, Humanities, Commerce, Technology and Medical Science. The UGC, New Delhi recognized the University and registered it under Section 12B of the UGC Act 1956. The Governor of Jharkhand is the Chancellor of the University. The University has a distinguished alumni body and faculty.

Beside 22 colleges are managed and maintained by the university, including St. Columba's College, Hazaribag one of the oldest and well established college in the Eastern India (Estd. 1899). Seventy affiliated colleges are also imparting teaching up to undergraduate level in all the above – mentioned subjects and in law, Education, Homeopathy and Ayurvedic Medicines. Every year, 900 B.Tech, 4000 graduate in the general courses, 550 graduates in professional and vocational courses and 500 post graduate including M.Tech. Degree are being awarded. Since it's inception more than 400 Ph.D. degree have been awarded in all the above – mentioned subjects, including technology. The dynamic faculty of the University has completed the research work of the national & international requirement in time.

The Vinoba Bhave University is located at Hazaribagh, India and is funded by Government of India. The university came into existence on 17 September 1992 after the bifurcation of Ranchi University as a teaching-cum-affiliating university. Being among one of the premier universities of Jharkhand, it offers high standards of teaching and research. The university offers courses at the undergraduate and post-graduate levels.

Now therefore, in mutual consideration as set out in the VBU, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

### **1. RECITALS**

- 1.1. The parties have mutual interests and intend to undertake cooperative activities to their mutual benefit within the fields of education, training, research and extension in different sectors of knowledge for sustainable development beneficial to both parties.
- 1.2 The cooperative activities to be undertaken by the parties may include facilitation of:
  - Education and Training
  - Publication and Symposia
  - Research and Extension Programmes



- Supervision of Study/Research and Industry Projects
- Exchange of Information for Education and Research Purposes
- Exchange of Staff, Students and Interns
- Research and Development Programmes at National & International Level
- Imparting Need Based Skilled Training for Employment Generation at Regional Level
- Other Activities considered by the parties to be of benefit to each party.

## **2. RELATIONSHIP**

- 2.1 The Parties shall work with each other on a non-exclusive basis without any financial commitment to each other unless otherwise agreed upon between the two Parties for using each other's expertise and resources for any specific Project or Activity prior to its commencement.

## **3. AGREEMENT**

- 3.1 Nothing contained in this Agreement is intended, nor shall it be construed as creating a partnership or joint venture between the Parties, nor as creating or requiring any on-going or continuing relationship or commitment between the Parties, beyond the relationship specially created by this VBU. Unless specifically provided otherwise herein, no Party, or its representative shall be deemed to be a representative, agent or employee of any other Party by contract, by employment or for any purpose whatsoever.

## **4. PERIOD OF MoU**

- 4.1 This MoU will be effective from date of signature of the parties for a period of five years unless terminated prematurely by choice as per provision of termination clause. After the period of five years, the MoU may be renewed with mutual consent of both Parties.

## **5. TERMINATION**

- 5.1 Any of the Parties may terminate this MoU by giving a 90 day notice to the other Party.

## **6. CONFIDENTIALITY AND KNOW-HOW**

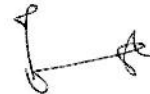
- 6.1 During the term of this MoU and after termination of this MoU, each Party will treat all information exchanged by the Parties or its employees as confidential. All such information will be treated as the property of the disclosing Party and will be returned to it immediately on request.



6.2 AISECT University and Vinoba Bhave University acknowledge that during the term of this MoU, each party may have access to certain know-how, technical or otherwise, disclosed to it by the other Party in connection with a Project or Activity ('Know-how'). It is agreed that such Know-how shall be provided to each Party on an 'as-needed' basis and this MoU does not create any license or permission to use rights in favour of the other Party or any of its respective affiliates, employees, agents or consultants. Both AU and VBU acknowledge and agree that the disclosing Party is the sole and exclusive owner or the licensed user of the Know-how and that the receiving Party has no right or title in or to the Know-how. Also AU and VBU each undertake and warrant that it shall not make any use, nor will it permit or authorize any use directly or indirectly of the Know-how, for any purpose other than for which the same has been disclosed pursuant to this MoU nor will it offer or provide any information, access to or assistance concerning the said know-how to any person, firm or undertaking without prior written consent.

## 7. MISCELLANEOUS

- 7.1 This MoU constitutes the entire agreement between the Parties hereto with respect to the subject matter thereof and supersedes and replaces any and all prior agreements, communications, representations and understandings between the Parties, whether oral or written.
- 7.2 Any notice or other communication provided for in this MoU shall be in writing and may be first transmitted electronically or by facsimile transmission, and then confirmed by registered post, acknowledgement due or by internationally recognized courier service, in the manner as elected by the Party, as the case may be, giving such notice directed at the addresses of the Parties specified in this Agreement.
- 7.3 Each party acknowledges that the extent of the intended cooperative activities will be limited by the resources of each party and the parties agree to work together to identify and obtain appropriate third party support for any cooperative activities.





The Parties have executed this MoU in duplicate on the day and year first above written.

Signed For and on behalf of AISECT UNIVERSITY, Hazaribag, Jharkhand:

1. Name: Dr. Munish Govind

Designation: Registrar, AISECT University, Hazaribag(JH)

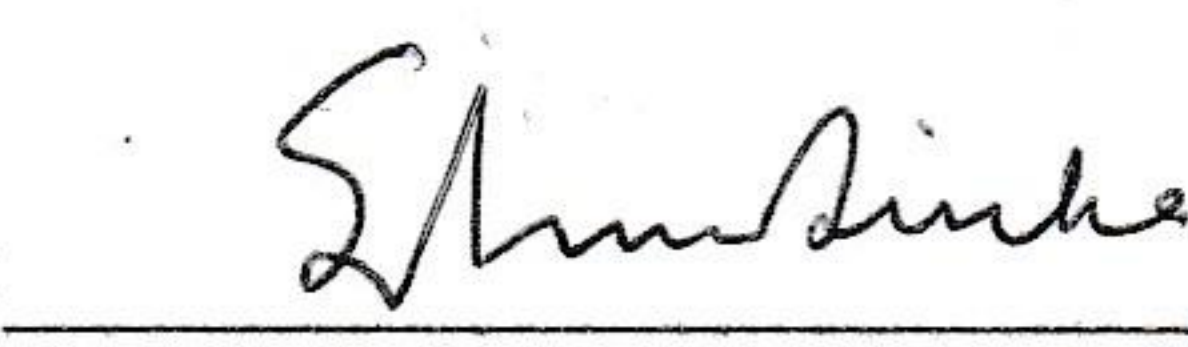
Signature:  Registrar  
AISECT University

Date: 24.11.2016

Signed For and on behalf of VINOBA BHAVE UNIVERSITY, Hazaribag, Jharkhand:

1. Name: Dr. S. K. Sinha

Designation: Registrar, Vinoba Bhave University, Hazaribag (JH)

Signature:  Registrar

Date: 24.11.2016  
Vinoba Bhave University  
Hazaribag