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Memorandum of Understanding

R 175900

between

Udayanath Autonomous College of Science and Technology, Adaspur,
Cuttack, Odisha, Pin- 754011

and

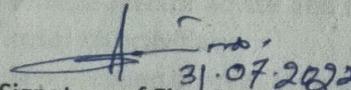
Shailabala Women's Autonomous College, Cuttack, Odisha, Pin- 753001

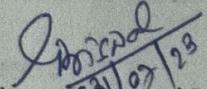
This Memorandum of Understanding (hereinafter referred to as MoU) is made by and entered into on this day of 31.07.23 between Udayanath Autonomous College of Science and Technology, Adaspur, Cuttack, Odisha, India established in the year 1991 as Non-Govt. College under Govt. of Odisha, Higher Education Department located at Cuttack, Odisha, India, Pin-754011 (hereinafter called UNACST) and represented by Prof. Arun Kumar Swain, Principal which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, executors, administrators and assigns on the First Party.

And

Shailabala Women's Autonomous College, Cuttack, Odisha, India established in the year 1913 as Govt. College under Govt. of Odisha, Higher Education Department, located at Cuttack, Odisha, India Pin-753001 (hereinafter called SBWAC) and represented by Prof. (Dr.) Gayatri Biswal, Principal which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, executors, administrators, and assigns on the Second Party.

Each is referred to individually as a "Party" and together as the "Parties".


(Signature of First Party) 31.07.2023


(Signature of Second Party) 31/07/23

Memorandum of Understanding

Objective: The MoU is drawn up and agreed upon to establish Academic Cooperation in terms of the conduct of faculty development programs, seminars, conferences, workshops, publications, Academic development activities for students and teachers, Research Project(s), Ph.D. Thesis Supervision, and Allied Cooperation between the Department of Philosophy of Udayanath Autonomous College of Science and Technology, Adaspur, Cuttack, Odisha, and of Shailabala Women's Autonomous College, Cuttack, Odisha.

ARTICLE-1. PURPOSE

The purpose of this MoU is to enable cooperation between Udayanath Autonomous College of Science and Technology, Adaspur, Cuttack, Odisha, and Shailabala Women's Autonomous College, Cuttack, Odisha to strengthen the relationship between the two Colleges by developing collaboration in various academic, internship, institutions, research, project, training and faculty and students' development activities on areas of mutual interest.

ARTICLE-2. SCOPE/AREAS OF COOPERATION

OBJECTIVES

The MoU relates to proposed links between the Udayanath Autonomous College of Science and Technology, Adaspur, Cuttack, Odisha, and Shailabala Women's Autonomous College, Cuttack, Odisha.

Both parties propose to participate and cooperate in mutual discussions and joint activities with regard to the followings:

Establishment of Academic and Research partnership that provides opportunities for both Colleges to carry out and publish joint research papers, joint projects, and joint patent.

1. Responsibilities:

Both parties do hereby agree to undertake to perform the following:

- a) Joint research, including publications and other appropriate activities, between staff and/or students from each institution;
- b) Facilitates the exchange of staff, students, and researchers for the purpose of teaching, study, research, and extension activities;
- c) Undertake academic and research work jointly on issues relating to socio-economic exclusion, deprivations, environmental issues, social mobility, and inclusive growth of tribal, Dalit, and other backward communities;
- d) Share the laboratories, academic, and research facilities as well as infrastructure;
- e) Provide administrative support for the growth of academics and research;
- f) Provide mentor advice and support to the other party for the growth of its academic and research activities;
- g) Identification of areas of possible mutual academic and research interest;
- h) Identification of potential research opportunities and initiatives to take forward the activities;

- i) The dissemination of information and the sharing of experiences among staff and students.
2. Both parties also agree to encourage the following activities, in particular, to promote academic cooperation:
- a) Institutional students exchange programs;
 - b) Organization of joint seminars, symposia, conferences, short courses, and meetings on academic and research issues;
 - c) Exchange of information pertaining to developments in teaching, student development, and research activities and;
 - d) Cooperation in any other areas as agreed to by both Parties from time to time.

ARTICLE-3. INTELLECTUAL PROPERTY RIGHTS

3.1. Intellectual Property Rights (IPR) generated during the Research, under this MoU shall be shared in accordance with the mutual understanding of the parties at the point of filing the patent. General rules however could be the following:

3.1.1. Joint Intellectual Property (hereinafter called Joint IP): The Parties shall agree that the application for patent registration and/or any other registerable rights shall be filed jointly.

3.1.2. In the case of the IP generated by Udayanath Autonomous College of Science and Technology, Adaspur, Cuttack, Odisha the said college shall file, prosecute, maintain, and extend patents or other appropriate register-able rights concerning such Joint IP and shall keep informed about the status of all such actions. Similarly, in the case of the IP generated by Shailabala Women's Autonomous College, Cuttack, Odisha the said college shall file, prosecute, maintain, and extend patents or other appropriate register-able rights concerning such Joint IP and shall keep informed about the status of all such actions.

Both parties shall execute the necessary documents and provide assistance in order to protect the interests of both Parties under this clause.

3.1.3. Joint patents would be owned jointly and both parties would have equal ownership in the same.

3.1.4. Neither Party shall withdraw the application for any patent nor any other applicable registerable right filed pursuant to Section 3.1.3.

3.1.5. Both Parties shall have the right to use the Joint IP, for its own use only.

3.1.6. Parties shall take consent of the other before sublicensing the Joint IP, and pay the other a royalty depending on the valuation of their research contribution on mutually agreed price.

3.2. No Party shall acquire any ownership interest in any other Party's Background rights while performing the joint Research. Respective Party shall remain owners of their respective Background Rights.

ARTICLE-4. CONFIDENTIALITY

4.1. During the validity of this MoU for a period of 3 (three) years and extension if any, thereafter, Udayanath Autonomous College of Science and Technology, Adaspur, Cuttack, Odisha, and Shailabala Women's Autonomous College, Cuttack, Odisha undertakes on its behalf and on behalf of its students/

employees/associates/representatives, undertakes on behalf of its students/employees/ associates/ representatives to maintain strict confidentiality and prevent disclosure thereof, of all the Confidential Information and data exchanged/ generated pertaining to Academic and Research work under this MoU for any purpose other than in accordance with the MOU.

4.2. Notwithstanding anything stated in this MoU, Udayanath Autonomous College of Science and Technology, Adaspur, Cuttack, Odisha, and Shailabala Women's Autonomous College, Cuttack, Odisha faculty members/ associates involved Faculty/ associates/ representatives shall not, in any event, disclose Confidential Information related to Intellectual Property to any third party.

ARTICLE 5. SPECIAL PROVISIONS

5.1. Modalities of each type of collaboration, associated activities, and financial aspects shall be mutually agreed upon on a case-by-case basis in a separate Memorandum of Agreements (MoU).

5.2. Each party will take approval from the other party in writing to use the latter's name and logo for the activities here on a case-by-case basis.

5.3. Both parties here shall do their utmost to ensure the smooth and efficient implementation of the mentioned programs.

5.4. The two parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MoU or any subsequent associated agreement informally.

ARTICLE-6. FINANCIAL IMPLICATIONS

6.1 This Memorandum of Understanding (MoU) shall not give rise to any financial obligation by one Party to the other.

6.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

ARTICLE-7. DURATION, TERMINATION, AND AMENDMENT

7.1. This MoU will be effective from the date of signing by both parties for a period of 3 years and may be subject to extensions by mutual consent in writing.

7.2. Either party may terminate this MoU by giving 3 (three) months advance notice in writing.

7.3. The provisions of this MoU may be amended at any time with the mutual consent of the parties in writing.

7.4. The amendment, termination, and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination, or expiration unless otherwise agreed upon between the two parties.

ARTICLE-8. DISPUTE RESOLUTION

8.1. Any dispute(s) arising out of this MoU shall as far as possible be settled amicably between the parties.

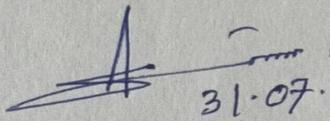
This MoU is prepared in two identical sets and will be available to each party. Each party holds one original copy.

IN WITNESS WHEREOF, the undersigned parties have each set their hand to this MEMORANDUM OF UNDERSTANDING on the 31.07.2023 to execute this MoU.

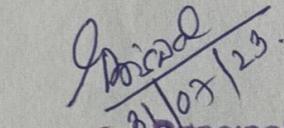
For and on behalf of

For Udayanath Autonomous College of Science and Technology, Adaspur, Cuttack, Odisha
Name: Prof. Arun Kumar Swain
Designation: Principal, For Udayanath Autonomous College of Science and Technology, Adaspur, Cuttack, Odisha

For Shailabala Women's Autonomous College, Cuttack, Odisha
Name: Prof. (Dr.) Gayatri Biswal
Designation: Principal, Shailabala Women's Autonomous College, Cuttack, Odisha


31.07.2023

Principal
UN (Auto) College of Sc & Tech
Adaspur, Cuttack

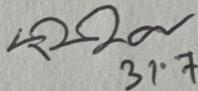

31/07/23
Principal
S.B. Womens (Auto) College
Cuttack

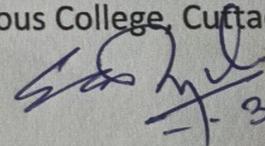
In the presence of the witnesses

In the presence of the witnesses

Dr. Krupasindhu Pradhan, IQAC Co-Ordinator,
Udayanath Autonomous College of Science and
Technology, Adaspur, Cuttack, Odisha

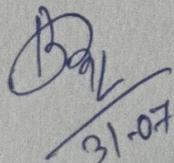
Dr. Swapna Sankar Nayak, IQAC Co-
Ordinator, Shailabala Women's
Autonomous College, Cuttack, Odisha

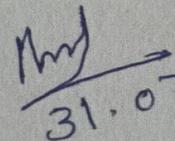

31.7.23


31/07/23

Mr. Bijaya Kumar Nayak, HOD, Philosophy,
Udayanath Autonomous College of Science and
Technology, Adaspur, Cuttack, Odisha

Dr. Narmada Parida, HOD, Philosophy,
Shailabala Women's Autonomous College,
Cuttack, Odisha, Pin- 752057


31.07.2023


31.07.2023