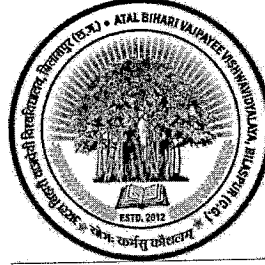


MEMORANDUM OF UNDERSTANDING

Between



**Atal Bihari Vajpayee Vishwavidyalaya,
Bilaspur, Chhattisgarh**

And



**Mahatma Gandhi Udyanikee & Vanikee
Vishwavidyalaya, Chhattisgarh**

On

The 16th Day of June, 2022

MEMORANDUM OF UNDERSTANDING

Between

**Atal Bihari Vajpayee Vishwavidyalaya, Bilaspur,
Chhattisgarh**

and


**Mahatma Gandhi Udyanikee & Vanikee
Vishwavidyalaya, Chhattisgarh**


This Memorandum of Understanding (MoU) is drawn on the 16th day of June, 2022, by and between:

Atal Bihari Vajpayee Vishwavidyalaya, Bilaspur, Chhattisgarh through its Authorized Signatory having its office at Koni, Bilaspur, Chhattisgarh (here in after referred as the "ABVV", which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successor(s)-in-office, administrators and permitted assignees) of the **First Party**.. The University is imparting higher education like U G, P G and PhD degree courses in jurisdiction area of four districts Viz Bilaspur, Mungeri, Gorela-Pendra-Marwahi and Korba districts of Chhattisgarh.

AND

Mahatma Gandhi Udyanikee & Vanikee Vishwavidyalaya, Chhattisgarh having its office at Sankra-Patan Durg-491111 (Chhattisgarh) (hereinafter referred as **MGUVV**) which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successor(s)-in-office, administrators and permitted assignees) of the **Second Party**. The University has jurisdiction of Chhattisgarh with mandate to impart UG, PG and PhD degree courses through its campus Colleges and affiliated colleges in all districts as well as carrying out innovative research and dissemination of knowledge & Technologies to promote Horticulture crops including Fruits, Vegetables, Flowers, Medicinal Plants, Spices crops, Plantation Crops like Coffee & Tea, Apiculture, Sericulture, Fungiculture, Forestry plants including Non Timber Forest Produce (NTFP) like Tendu leaves, Tamarind, Sal, Mahua, Gum, Resin, Bamboo and other forest based fruits & Flowers etc.


16/6/2022


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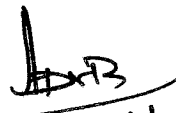
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Both "ABVV" and "MGUVV" are individually referred to as Party and collectively as Parties. The Parties hereby agree to and set forth the terms governing their collaboration. The parties have agreed to the following protocols governing their collaboration on Academic Development of both the Universities.

1. Aims of the MoU

To promote and enhance **academic interest and values** between Atal Bihari Vajpayee Vishwavidyalaya, Bilaspur (Chhattisgarh) and **Mahatma Gandhi Udyanikee & Vanikee Vishwavidyalaya, Chhattisgarh.**

1. To promote **research based activities** including collaborative seminars, conferences, symposia etc. for the development and usage of research based platform in both the institutions.
2. To encourage **academic, faculty and student exchange programme** for raising of learning curve of the Universities under collaboration both offline and online.
3. To promote **collaboration and exchange of laboratory facilities** including software's, computational facilities, tools, equipment's and technology etc. essential for the know-how and support of the academic and research interest of both the organizations.
4. To promote **social connect/sports activities** and **national outreach programmes.**
5. To undertake academic programmes, research projects of National and International Agencies in joint collaboration.
6. To undertake publications of research and learning material viz. research journals monographs etc through joint collaboration.
7. To undertake joint promotion of implementation of NEP-2020 recommendations like multidisciplinary approach, Professional development programmes, skill development and employment development Programmes etc.
8. Promotion of Indigenous Technology Knowledge (ITK) in the field of arts and craft, food, health & hygiene, medicinal and aromatic plants, rural technology etc.
9. Promotion of socio-economic and entrepreneurial programmes for income & employment generation of rural youths of Chhattisgarh.
10. Dissemination of Knowledge and Technology at grass root level for bringing rural people of remote areas in to main stream of nation's building.
11. Promotion & Popularizations of indigenous culture, ethics and values of tribal's and other indigenous people of Chhattisgarh.


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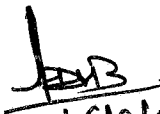
2. Modes of Collaboration

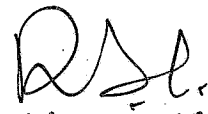
1. Helping out on curriculum development and exchange of new learning outcomes based innovative methods of teaching and learning processes.
2. Through academic, faculty and student exchange (as and when required) for mutual development of both the institutions from time to time.
3. By sharing of research based learning resources (including e-resources, collaborative seminars, conferences, symposia etc.) between institutions, so as to facilitate and develop research environment.
4. By exchange of laboratory facilities to facilitate collaborative quality experimentation for both research and training.

A Specific time bound plan will be mutually worked out and executed in writing by both the parties / Universities for undertaking any particular activity depending on the availability of resources. For carrying out special activities, a specific agreement may be entered in by both the parties for collaboration and execution.

3. Terms and Conditions

1. The actions taken under this MoU may be reviewed periodically or at any point of time mutually decided by the two Universities. Modifications in the MOU may be made by the mutual agreement and any amendment or extension to the MoU shall be formalized by the exchange of letters between the two parties.
2. This MoU will come into force upon affixing of the signatures of the representatives of the both institutions and will remain in effect for five years. This MoU may be renewed upon its expiry, with the mutual consent of both parties.
3. Any dispute in relation to this MoU or matter related thereto shall be mutually resolved by both the institutions.
4. The provisions in this MoU are liable for modification from time to time with mutual agreement between both the parties for the purpose of better implementation
5. MoU shall continue in effect unless terminated by either party by giving three months' notice in writing to the other, provided that the termination shall be without prejudice to the rights and obligations of the parties antecedent to the termination. Unless otherwise decided by mutual agreement, on termination of the MoU, each party will retain possession of the data shared under this MoU.


16/5/2022


16/05/2022


6. All notices, claims or demands permitted or to be made under this Agreement, shall be in writing, signed by the party giving such notice, claim or demand and should be delivered by registered mail, or from official email id.
 - a. This MoU will be monitored through joint periodic reviews (every one year) either at ABVV, Bilaspur or at MGUVV, Durg. The review will cover the following aspects: To identify and assess factors affecting the progress and quality of the work.
 - b. To identify corrective measures to remove hurdles related with the implementation of the collaborative programme.
 - c. Either party may change its designated representative at any time and will intimate to the other party.
7. There are no financial responsibilities of both the parties.

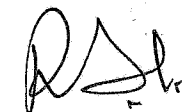
4. General considerations

- a. The MoU is essentially a cooperative/partnership venture; therefore, any matter not covered specifically under this MoU may be settled by mutual discussion. On issues where disagreement persists, the matter may be jointly referred to the Vice Chancellor, **Mahatma Gandhi Udyanikee & Vanikee Vishwavidyalaya, Chhattisgarh** and Vice Chancellor, **Atal Bihari Vaipai Vishwavidyalaya, Bilaspur, Chhattisgarh** whose collective decision shall be final and binding on both the parties.
- b. This MoU does not constitute a legal or contractual obligation on the part of either party. It reflects an arrangement that is currently satisfactory to the parties involved. The parties agree to negotiate amendments to this memorandum as needed to meet the evolving requirements.

5. Amendments to the MoU:

- a) Any change to General Terms and Conditions, if considered necessary either by MGUVV or by ABVV and any consequential revisions, the financial considerations and time schedules shall be mutually discussed and become effective only if agreed to in writing as an amendment to this MoU.
- b) Any amendment or modification to MoU shall be done through a notice in writing of one month on mutually agreed terms and specifically stating the same to be an amendment of this MoU. Further, the amendment shall be effective from the date on which it is made/ executed unless otherwise agreed to.


16/6/2022


16/02/2022⁵

6. Intellectual Property Rights:

Both the parties will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the period of MoU

7. Confidentiality

Atal Bihari Vajpayee Vishwavidyalaya, Bilaspur ,Chhattisgarh and Mahatma Gandhi Udyanikee & Vanikee Vishwavidyalaya, Chhattisgarh, agree to hold in confidence, all the information/data shared and designated by the various departments / institutes of the two Universities.

8. Arbitration/ Dispute Resolution among Parties:


The Parties will try in good faith to settle any dispute/differences or disputes including arising out of publication related disputes concerning intellectual rights arising out of any activities performed under this MoU or in connection with this MoU, within 30 days after the dispute arise. If the Dispute is not resolved under those provisions, it must be resolved by arbitration conducted in accordance with the Rules under the Arbitration and Conciliation Act, 1996 in force as of the date of this MoU. There will be one Arbitrator selected by mutual agreement of the parties. The place of Arbitration shall be Raipur/ Bilaspur. Any decision rendered by the Arbitrator will be final and binding on the parties. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in this Agreement. All information disclosed in the arbitration, including the existence of the arbitration, will be confidential information governed by the confidentiality provision. The parties may, however, disclose such information to an appropriate court under confidentiality restrictions, as necessary to seek enforcement of any arbitration award or judgment or to seek any relief permitted under the terms of this MoU.


9. Nodal Officers

Both Universities will designate a person each at their end who will bear the responsibilities for being the nodal officer and implementation of this MoU.

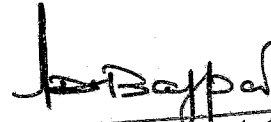
10. Signed in Duplicate

This MoU is executed in duplicate with each copy being an official version and having equal legal validity.


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16/04/2022

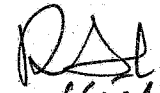
PARTY- I


(Vice Chancellor) 16/6/22

कुलपति
अटल बिहारी वाजपेयी विश्वविद्यालय
बिलासपुर (छ.ग.)

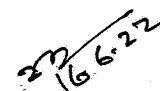
Atal Bihari Vajpayee Vishwavidyalaya, Koni,
Bilaspur, Chhattisgarh

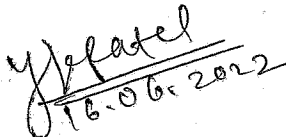
PARTY- II


16/06/2022
Dr. R S Kureel
(Vice Chancellor)
Mahatma Gandhi University Of
Horticulture & Forestry
Patan, Durg 491111, Chhattisgarh.


Mahatma Gandhi Udyanikee & Vanikee
Vishwavidyalaya, Durg, Chhattisgarh


Witness:

1 Dr Sudhir Sharma

Registrar, ABVV
Atal Bihari Vajpayee Vishwavidyalaya
Bilaspur (C.G.)

2. Er. Yashwant Kumar Patel

MoU Coordinator, ABVV

Witness:

1 Kamal Das Nagpur

Assistant Comptroller
Mahatma Gandhi Udyanikee & Vanil
Vishwavidyalaya, Sankra-Patan Durg (

2 Jitendra Kumar Sonkar

16/6/22