

In the presence of the witnesses

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INDIA NON JUDICIAL

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09AA 219559

Memorandum of Understanding Between

Gangadhar Meher University, Sambalpur
And

Kalinga Institute of Social Sciences (KISS)
Deemed to be University

This Memorandum of Understanding ("MOU") is made by and between

Gangadhar Meher University, hereinafter referred to as GM University, Sambalpur, Odisha,

(Which expression unless excluded or is repugnant to the context shall include its successors and assignees)
on the First Part

AND

Kalinga Institute of Social Sciences (KISS) was accorded the Deemed to be University status, Under Section 3 of the UGC Act, 1956 vide the Notification No. F. 9-14/2011-U.3 (A) dated 25th August, 2017 and holds the distinction as the first university in the world exclusively for the tribals. Kalinga Institute of Social Sciences (KISS) (The Parent Body) is registered under the Society Registration Act XXI of 1860, and accorded Special Consultative Status by the United Nations Economic and Social Council (UN-ECOSOC) and is also associated

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for
Srinibash Dash (Residence
in mms)

Memorandum of Understanding
Between
Gangadhar Meher University, Sambalpur
And
Kalinga Institute of Social Sciences (KISS)
Gangadhar Meher University

Kalinga Institute of Social Sciences (KISS) was created in 1985 as a
University under Section 3 of the UGC Act, 1956 with its registration in
U.G. No. 111-03 (A) dated 27th August, 2017 and under the sanction of the
Ministry in the world exclusively for the study of KISS. Kalinga Institute of Social
Sciences (KISS) (The Parent Body) is registered under the Society Registration
Act of 1960, and a trust special certificate status by the United
National Economic and Social Council (UNESCO) and is also associated

with the United Nations Department of Public Information (UNDPI). Kalinga Institute of Social Sciences (KISS) hereinafter referred to as KISS Deemed to be University having its office at KISS Higher Education Campus, KISS Campus-3, PO-KIIT, Bhubaneswar-751024 and shall be represented by Dr. Prashanta Kumar Routray, Registrar (Which expression unless excluded or is repugnant to the context shall include its successors and assignees), **on the other part.**

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

Objective: The MoU drawn up and agreed upon to establish academic and allied cooperation between Gangadhar Meher University, Sambalpur, Odisha and Kalinga Institute of Social Sciences (KISS) Deemed to be University, Bhubaneswar, Odisha.

ARTICLE- 1. PURPOSE

The purpose of this MoU is to enable cooperation between **G.M. UNIVERSITY, SAMBALPUR, ODISHA** and **KISS Deemed to be University, BHUBANESWAR, ODISHA** to strengthen the relationship between the two Universities by developing collaboration in various academic, internship, 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 G.M. University, Sambalpur and Kalinga Institute of Social Sciences (KISS) Deemed to be University.

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

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

Responsibilities:

Both the parties do hereby agree to undertake the followings:

- Joint research, including publications and other appropriate activities, between staff and/or students from each institution;
- Facilitates the exchange of staff, students and researchers for the purpose of teaching, study, research and extension activities
- Undertake academic and research work jointly on issues relating to socio-economic exclusions, deprivations and inclusive growth of tribal and other backward communities, dalit literature and culture and so on.
- Provides the laboratory, academic and research facility as well as infrastructure
- Provides administrative support for growth of academic and research



- Provides mentor advice and support to the other party for growth of its academic and research activities
 - Identification of areas of possible mutual academic and research interest
- Identification of potential research opportunities and initiatives to take forward the activities
- The dissemination of information and the sharing of experiences among staff and students

Both parties also agree to encourage the following activities, in particular, to promote academic cooperation in the following areas:

- a) institutional exchanges between students and staff;
- b) organization of joint seminars, symposia, conferences, short courses and meetings on academic and research issues;
- d) exchange of information pertaining to developments in teaching, student development and research activities and;
- e) cooperation in any other areas as agreed to by both the Parties from time to time.

ARTICLE-3. DURATION, TERMINATION AND AMENDMENT

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.
2. Either party may terminate this MoU by giving six (6) months advance notice in writing.
3. The provisions of this MoU may be amended at any time with the mutual consent of the parties in writing.
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-4: INTELLECTUAL PROPERTY RIGHTS

4.1 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 of the patent. General rules however could be following:

- 4.1.1. Joint Intellectual Property ("Joint IP"): The Parties shall agree that the application for patent registration and/or any other registrable rights shall be filed in joint names.
- 4.1.2. The IPR generated by G.M. University, Sambalpur, shall file, prosecute, maintain and extend patents or other appropriate register-able rights concerning such Joint IP and shall keep KISS Deemed to be University informed about the status of all such actions. Similarly, The IPR generated



by KISS Deemed to be University, shall file, prosecute, maintain and extend patents or other appropriate register-able rights concerning such Joint IP and shall keep G.M. University, Sambalpur informed about the status of all such actions.

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

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

4.1.4. Neither Party shall withdraw the application for any patent nor any other applicable registrable right filed pursuant to Section 4.1.3.

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

4.1.6. 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.

4.2 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-5: CONFIDENTIALITY

5.1 During the validity of this MoU and three [3] years thereafter, G.M. University, Sambalpur undertakes on its behalf and on behalf of its students/employees/ associates/ representatives, and KISS Deemed to be University 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.

5.2 Notwithstanding anything stated in this MoU, G.M. University, Sambalpur faculty members/ associates involved and KISS Deemed to be University's Faculty/ associates/ representatives shall not in any event disclose Confidential Information related to Intellectual Property to any third party.

5.3. The obligations set forth in this clause shall survive any termination or expiration of this MoU for a period of three years.

ARTICLE-6. SPECIAL PROVISIONS

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



2. Each party will take approval from the other party in writing to use the latter's name and logo for the activities here under on a case-by- case basis.
3. Both parties here shall do their utmost to ensure the smooth and efficient implementation of the mentioned programs.
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-7. FINANCIAL IMPLICATIONS

- 6.1 This Memorandum of Understanding 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.

This MoU is prepared in two identical sets. Each party holds one original copy.

IN WITNESS WHEREOF, the undersigned parties have each set their hand to this MEMORANDUM OF UNDERSTANDING on the _____ at / G.M. University, Sambalpur / KISS Deemed to be University, Bhubaneswar

For and on Behalf of

For Gangadhar Meher University, Sambalpur, Odisha,

Name: Prof. N. Nagaraju

Designation : Vice Chancellor, GM University

N. Nagaraju
17.06.21

Name: Sri Girish Chandra Singh

Designation : Registrar, GM University

Girish Chandra Singh

For Kalinga Institute of Social Sciences (KISS) Deemed to be University,

Name: Prof. Deepak Kumar Behera

Designation: Vice Chancellor, KISS DU

Deepak Kumar Behera
17/6/21

VICE-CHANCELLOR

KISS (Deemed to be University)

BHUBANESWAR

Name: Dr. Prashanta Kumar Routray

Designation : Registrar, KISS DU

Prashanta Kumar Routray

REGISTRAR

KISS (Deemed to be University)

BHUBANESWAR

In the presence of the witnesses

Mohin Mohamma
17-06-2021

Jugal Kishore Mishra
Director, IQAC
KISS-DU