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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**

**Utkal University of Culture (UUC) hereinafter referred to as UUC** having its office at Bhubaneswar-751024 (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".

*Tom*  
*De Pathy*



21600  
18/8/2021

Birendra Kumar

DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
22 APR 2021  
IN CHARGE  
Stamp Vendor  
Bhubaneswar Court  
OFFICER

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D. D. Pathy  
18.8.2021

This Memorandum of Understanding (MOU) is made by and between  
Gandharvi Mahila University, hereinafter referred to as GM University, Sambalpur,  
Odisha,  
(which expression unless excluded or is repugnant to the context shall include its  
successors and assigns) on the first part  
AND  
Utkal University of Culture (UUC) hereinafter referred to as UUC having its office at  
Bhubaneswar (which expression unless excluded or is repugnant to the context  
shall include its successors and assigns) on the other part  
Parties named to individually as a 'Party' and together as the 'Parties'

Handwritten signature and date at the bottom right corner.

**Objective:** The MoU drawn up and agreed upon to establish academic, socio-cultural and allied cooperation between Gangadhar Meher University, Sambalpur, Odisha and Utkal University of Culture, Bhubaneswar, Odisha.

## **ARTICLE- 1. PURPOSE**

The purpose of this MoU is to enable cooperation between **G.M. UNIVERSITY, SAMBALPUR, ODISHA** and **UTKAL UNIVERSITY OF CULTURE, BHUBANESWAR, ODISHA** to strengthen the relationship between the two Universities by developing collaborations in various academic, socio-cultural research, internship, 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 Utkal University of Culture, Bhubaneswar, Odisha.

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

Establishment of Academic, cultural and Research partnership which provides opportunities for both the Universities to carry out and publish joint research papers, joint projects, initiate socio-cultural activities 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 including socio-cultural activities and programs.
- Undertake academic and research work and organise programs jointly on issues relating to art, culture, archaeology, historiography, rock art handicraft, handlooms, song, dance, drama of Odisha with special emphasis on Sambalpur and Western Odisha
- Provide the laboratory, studios, academic and research facility as well as infrastructure
- Provides mentor advice and support to the other party for growth of its academic and research activities

*rom* *R. Patra*



- Identification of areas of possible mutual academic, cultural and research interest
- Identification of potential opportunities and initiatives to take forward the above mentioned 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 and cultural cooperation in the following areas:

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

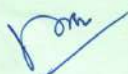
### ARTICLE-3. DURATION, TERMINATION AND AMENDMENT

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/copyrights. General rules however could be the following:

- 4.1.1. Joint Intellectual Property ("Joint IP"): the Parties shall agree that the application for patent registration/ copyrights 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/ copyrights or other appropriate register-able rights concerning such Joint IP and shall keep Utkal University of Culture informed about the status of all such actions. Similarly, The IPR generated by Utkal University of Culture, shall file, prosecute, maintain and extend patents/ copyrights 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.

#### **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 Utkal University of Culture 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, Cultural activities 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 Utkal University of Culture'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.

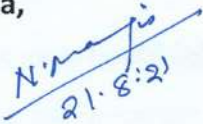

## ARTICLE-7. FINANCIAL IMPLICATIONS

- 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 21.08.2021 at / G.M. University, Sambalpur / Utkal University of Culture, Bhubaneswar

For and on Behalf of

<b>For Gangadhar Meher University, Sambalpur, Odisha,</b> Name: Prof. N. Nagaraju Designation: Vice Chancellor, GM University  21.8.21	
Jugaleswari Dash. Name: Smt. Jugaleswari Dash Designation: Registrar, GM University	
<b>For Utkal University of Culture, Bhubaneswar</b> Name: Prof. Byomakesh Tripathy Designation: Vice Chancellor, UUC  21.8.21 Vice-Chancellor Utkal University of Culture Bhubaneswar	
21.8.2021 Name: Ananta Vijaya Patnaik Designation: Registrar, UUC Registrar Utkal University of Culture Bhubaneswar	
<b>In the presence of the witnesses</b>	
Umakanta Mishra. Head school of History G.M. University, Sambalpur Dated:	