

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN



**UTTARAKHAND OPEN UNIVERSITY,
HALDWANI**

AND



**तथोक्तं हि साधनम्
Research is the root of all Quest**

**RESEARCH FOR RESURGENCE FOUNDATION,
NAGPUR**



महाराष्ट्र MAHARASHTRA

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MEMORANDUM OF UNDERSTANDING

BETWEEN

RESEARCH FOR RESURGENCE FOUNDATION, NAGPUR

AND

UTTARAKHAND OPEN UNIVERSITY, HALDWANI

FOR

ESTABLISHMENT

OF

RESEARCH FOR RESURGENCE OUTREACH CENTRE

(23 DECEMBER 2017, PAUSH SHUDDH 5, YUGABD 5119, VIKRAMI 2074)

This Memorandum of Understanding (MoU) is made and executed at Guwahati on this date of 23 December of the year 2017 which is Paush Shuddh 5 by and between:

1. **Research for Resurgence Foundation**, Sheshadri Sadan, Tulsibaug Road, Mahal, Nagpur, Maharashtra-440032 (Bharat) (*Hereinafter referred as RFR Foundation*) which is founded by voluntary organization Bharatiya Shikshan Mandal by or repugnant to the subject shall mean and include its successors and assigns.
2. **Uttarakhand Open University**, Behind Transport Nagar, Teenpani Bye Pass Road, Haldwani, Uttarakhand 263139 (*Hereinafter referred as UOU*)

RFR Foundation and **UOU** are referred to individually as a "**Party**" and collectively as "**Parties**". Both Parties have reached the following intent to collaboration as per below described articles of this MOU.

ARTICLE 1: BACKGROUND AND PURPOSE

- 1.1.1. Research for Resurgence Foundation is founded by voluntary organization Bharatiya Shikshan Mandal (hereinafter referred as RFR Foundation). The core objective of RFR Foundation is to bring paradigm shift in research outcome, research methodology and innovation based technologies, ensuring Bharatiya prospective, philosophy and applicability.
- 1.1.2. The RFR Foundation has functional dimensions to strengthen and synchronize Research, Researchers, Resources and Reach.
- 1.1.3. The RFR Foundation is a multi-domain Research Institute and a network hub of research and allied activities in academics and industrial sector.

AND

- 1.2. Uttarakhand Open University was established by an Act of Uttarakhand Legislative Assembly on 31 October 2005. Uttarakhand Open University (UOU) was established by an Act of Uttarakhand Legislative Assembly in 2005 (Act No. 23 of 2005) with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'independent learning'. (hereinafter referred as UOU).
 - 1.2.1. UOU will cater to the educational needs of the target groups through the open systems of learning; create skilled and knowledge based human resource for speedy uplifting and development of the State in particular;

provide easy access to education to different sections of society, especially to those with seemingly geographical isolation and difficulty; promote national integration and integrated development of human personality; impart knowledge for awareness and skill development; promote research orientation in the present scenario of technology and development and disseminate knowledge through an innovative multi-media teaching-learning system; promote dissemination of learning and knowledge through distance education systems including the use of any communication technology to provide opportunities for higher education to a large segment of the population and shall in organizing its activities.

1.1 Purpose:

RFR Foundation and UOU are interested in working together with mutual collaboration to give each other's strengths in research and facilities thereof, will mutually benefit the students and faculties for nurturing the research, innovation and creativity among students. Now therefore the parties hereto have agreed to enter into a memorandum of understanding considering the long term benefits of sharing the knowledge and resources between the institute and establish a strong academic collaboration, by undertaking joint responsibilities and activities in their respective field of excellence, research, resources, knowledge and human described in the article 2 of this MOU as area of collaboration.

ARTICLE 2: AREAS OF COLLABORATION

The parties hereby agree to work collaboratively on following points for the effective and efficient engagement by fulfilling the purpose of this MoU towards strengthening and streamlining research in scientific and technology development, innovation and entrepreneurship ecosystem in Bharat. The mutually agreed **activities** by and between the parties are as under:

1. The responsibilities and work for UOU:

1.1. Setting-up functional RFR foundation extension centre in academic campus for,

- 1.1.1. Awareness, publicity & accessibility for RFR foundation work, facilities and opportunities.
- 1.1.2. Awareness, publicity & accessibility for research activities, programs, Seminar, workshops, conferences and like to be jointly organized.
- 1.1.3. Philosophical acceptance and responsibility towards concept of 'Resurgence'.
- 1.1.4. Monitoring, execution and evaluation of parameter/s of research applicability for nation / society / local requirement, incorporation of Bharatiya methodology and references in various programs at institutional level including Ph.D., M.Phil., Post Graduation, Under Graduation research projects and research methodology program.
- 1.1.5. Establishing platform for converting strength & excellence in terms of infrastructure and human resource for betterment of educational systems across world.
- 1.2. To organize national, international events, program at mutually agreed interval.
- 1.3. To provide infrastructure, academic & technical Support in various activities organized by RFR Foundation, subject to availability.
- 1.4. Promote and support student(s), faculty(s) exchange programs.
- 1.5. Maintain respect and dignity among other Academic associates and Industrial associates of RFR Foundation.
- 1.6. Active participation in associate members' annual meetings organized by RFR Foundation.
- 1.7. To recognize RFRF as workplace for research including PhD studies and post-doctoral research.
- 1.8. To recognize RFRF faculties as adjunct faculties (Associate Professor, Professor) of the university.

2. The responsibilities and work for RFR Foundation:

- 2.1. To provide Title "Academic Associate" & its certification to UOU.
- 2.2. To provide access to knowledge resource centre of RFR Foundation.
- 2.3. To facilitate UOU for industry-academia, academia-academia collaborations at national & international level.

- 2.4. To provide support in conduction of Refresher Courses, Orientation courses, Research methodology programs and faculty development program.
- 2.5. Promotion of Research Activities in common interest area.
- 2.6. Privileged invitation for event(s) / program(s) organized by RFR foundation and Bharatiya Shikshan Mandal (limited number of guests).
- 2.7. Display and information about facilities and opportunities at UOU in the reception gallery at foundation.
- 2.8. Two nominations (incumbent authorities) in *Samanvay Sabha* for associates.
- 2.9. Support in execution, monitoring and evaluation process of various research activities.
- 2.10. Access and usage of knowledge resource centre, infrastructural facilities such as convention centre at special 'Academic Associates' discounted charges.
- 2.11. The facilities for students and faculties at concessional charges.
- 2.12. Consultation, unbiased evolution of various educational processes as RFR foundation Academic & Administrative Audit program.
- 2.13. Information and invitation for research events conducted by other associate members for associates' network.

ARTICLE 3: CO-ORDINATION AND NODAL OFFICER

Both entities shall mutually decide and designate a nodal officer. The nodal officer will have responsibility for fulfilling the objectives of this agreement and also will carry out all activities mutually agreed by the parties.

ARTICLE 4: SCOPE

The Parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions in accordance with Clause 6.3.

ARTICLE 5: DURATION

This MOU shall be valid after its signature from the date of signing till for **FIVE** years. The Parties may further extend the MOU with mutual written consent, in order to ensure continuous inputs regarding in light of changing trends and environment in the area of collaboration for this MOU. As part of subsequent extensions the Parties may agree to make amendment in the MOU.

ARTICLE 6: TERMS

6.1 Finance

Both Parties shall be responsible to carry out the activities under the area of collaboration and New Project, Program, Conference, Seminar, Workshops and like which is co-designed/ organized by both of the parties. The financial arrangements wherever involved will be decided and approved after mutual consent and shall be agreed to for each activity individually on resource deployment, arrangements and mobilization will be planned vis-a-vis.

6.2 Assignment

Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior approval of other party. A specific agreement will be entered into for each activity.

6.3 Amendments

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties

6.4 Non-Exclusive Discussions

The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with other parties in Bharat or elsewhere.

6.5 Confidentiality and Public Announcement:

6.5.1. "Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises (a) information in tangible form that: (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.

6.5.2. Neither Party nor any of the affiliates shall make any public announcement about the MOU and /or the scope of proposed engagement, without the prior written consent of the other Party. Any public announcement so made, shall be as outlined in the Article 2 of this MOU.

6.6 License and Intellectual Property Rights

6.6.1. No license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing.

6.6.2. Both parties will take all necessary steps to protect the knowledge documents and intellectual Properties generated during the process or shared by the parties.

6.7. Conflict of Interest

Neither of the parties believes that the Collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered into in connection herewith) are independent of any past, present or potential future arrangements, and are not connected to an existing business relationship between either of the parties.

ARTICLE 7: TERMINATION

7.1 This MOU shall also terminate without liability to either party if otherwise agreed to by the Parties in writing with a notice period of 1 month.

7.2 Survival and binding Nature

7.2.1. Except for Clause 6 (Terms), Cause 7 (Termination) and 9 (Dispute Settlement) of this MOU, nothing contained in this MOU is intended to be or shall be construed in any way to be legally binding on any of the Parties.

7.2.2. Except as set forth elsewhere in this MOU, Clause 6 (Terms), Cause 7 (Termination), 9 (Dispute Settlement) shall survive the expiry or termination of this MOU.

ARTICLE 8: DISPUTE SETTLEMENT

8.1 Governing Law and Jurisdiction

8.1.1. This MOU shall be governed by and construed in accordance with the laws of Republic of Bharat. All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of Bharat, without reference to conflict of laws principles.

8.1.2. All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in Hindi, English or any Bharatiya Language and the seat of arbitration will be New Delhi.

8.2 Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below:

If to RFR Foundation:

Attention of: Secretary

Address: Research for Resurgence Foundation, Sheshadri Sadan, Tulsibaug Road, Mahal, Nagpur, Maharashtra-440032 (Bharat)

Phone: +91 712 2721322, 8275282541, 9822745768, 9823912580

Email: info@rfrfoundation.org, rfrbharat@gmail.com Website: www.rfrfoundation.org

If to UOU:

Attention of:

Address: Uttarakhand Open University, Behind Transport Nagar, Teenpani Bye Pass Road, Haldwani, Uttarakhand 263139

Phone: 1800 180 4025

In witness whereof the parties hereto have signed, sealed and delivered this agreement on **23 December 2017** above written in presence of:

For,

Bharatiya Shikshan Mandal's

Research for Resurgence Foundation, Nagpur

Uttarakhand Open University,

Haldwani

Sign _____

Name:

Designation: **Secretary**
Research for Resurgence Foundation

Sign _____

Name: Prof. Nageshwar Rao

Designation: Vice Chancellor
UOU

Witnessed by:

Sign _____

Name:

Designation:

Sign _____

Name: Dr. Satyawan Meshram

Designation: Trustee

