

Memorandum of Understanding

On Exchange of Faculty, Students and Staff for Academia, Education, Research and Administrative Purposes

(Keep only those which one is suitable)

Between



Central University of South Bihar, Gaya (India)

and

Logo

“Name of the Institute”

Place:

Date:

CL. 1 THE PARTIES:

Central University of South Bihar (CUSB), Gaya (India) signed a Memorandum of Understanding with the “**Name of the Institute**” on - - / - - / 20xx. This MoU is signed in view of exploring the possibilities between the parties in terms of research projects, joint organization of seminars, conferences, schools, and training programmes including exchange of faculties, students, professionals, technicians, and academics for mutual benefit of both the institutions. This Memorandum also seeks joint publications by associated researchers and/or faculty members of both institutions. This MoU would give vast opportunities for Central University of South Bihar, Gaya (India) to mutually collaborate with one of the most prominent international/ national institutions/Universities/Colleges of the country.

This Memorandum of Understanding (MoU) is effective from _____ (Effective Date) to establish an affiliation by and between “**Department Name, School Name, Central University of South Bihar, Gaya (India)**”*. Having an expertise in the areas of scientific, technological education and research, established under a special Act of Parliament of Republic of India, incorporated under the Central Universities Act, 2009 having its office at Gaya-824236 (India) here-in-after referred as **CUSB**, the FIRST PARTY,

and

“**Department Name, School Name, Name of the Institute / University**”**, a higher learning and research-intensive institution having its office located at “full address”, here-in-after referred to as “**SHORT NAME**”, of the Second Party, for the purpose of exchange of faculty, students and staff for academic, education, research and administrative purposes.

The aforesaid institutions are here-in-after referred to individually as *institute* and collectively as *institutes*.

***Institutional Background – Annexure – I, ** Institutional Background – Annexure – II**

CL.2 PREAMBLE/BACKGROUND OF MOU:

WHEREAS, the University Grants Commission (Promotion and Maintenance of Standards of Academic Collaboration between Indian and Foreign Educational Institutions) Regulations, 2016, mandates framing of collaboration policy of the University in consistency thereto.

WHEREAS, the globalization of higher education is providing an ever-growing range of opportunities for engagement with universities and organizations across the globe.

WHEREAS, to create a strong and viable science, research and innovation system for high technology-led path for India as envisaged under the policy of Ministry of Science and Technology (2013), Government of India.

CL.3 GENERAL:

CUSB and “*SHORT NAME*” have many areas of common interest in academic, education and research such as Engineering, Sciences, Social Science, and Humanities. Considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research, and administration.

NOW THEREFORE, *CUSB* and “*SHORT NAME*” have decided to enter into this Memorandum of Understanding (here-in-after referred to as *MoU*), which defines the framework for the cooperation of the two institutions set out in the following sections.

CL.4 PROPOSED OBJECTIVES AND EXPECTED OUTCOMES:

In consideration of the mutual promises set forth in this MoU, both institutes/organization are agree to the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity. The objectives of the MoU are:

The University shall enter into the Memorandum of Understanding for any one or more of the following objective(s) [*Include at least one objective in your MoU from the list given below*]:

- (i) To prioritize the inclusive growth of the society and combining priorities of excellence and relevance.
- (ii) To promote innovation and entrepreneurship by covering and translating technology into products or processes.
- (iii) To encourage research relevant to industry.
- (iv) To encourage the mobility of experts from academia and *vice-versa*.
- (v) To device scheme for fostering academia-research-industry partnership.
- (vi) To foster resource-optimized, cost-effective innovations for the needs of humanity.
- (vii) To increase the standard of living of its citizens and to improve human health.
- (viii) To create a robust national innovation system.

CL.4.1 Faculty/Scientist/Staff Exchanges:

[Please pick and add objectives below from the list given in Annexure– III]

(i)

(ii)

A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including those concerning salary, travel funding, health insurance, and housing will be worked out between the institutes on the mutual basis. A separate agreement will be entered into giving such details including term of exchange of any intellectual property.

OR

A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including travel costs will be borne by the commission of the home

institution/country of the participant and local costs will be borne by the host institution/country. A separate agreement will be entered into giving such details including term of exchange of any intellectual property.

CL.4.2 Student Exchange:

CUSB and “**SHORT NAME**” agree that student exchange will be guided by principles listed below:

A home institution refers to the institution “**A**”, where a student is a full-time student, and from where he/she is expected to graduate. A host institution refers to an institution “**B**” that receives a student for a brief period of time to undertake a pre-determined programme of study or research.

Condition and requirements of this section is listed in the Annexure– IV. You may add here according to your mutually agreed points.

(i)

(ii)

CL.4.3 Other Areas: (See list in Annexure– V)

[if required, please add or delete from the below list]:

(i)

(ii)

CUSB and “**SHORT NAME**” agree that detailed terms and conditions that guide each activity identified above will be determined separately and agreed upon by the two institutions. These terms shall include a technical description of the proposed activity, financial arrangements, and person(s) responsible for its implementation.

CL.5 DURATION/VALIDITY/TERMINATION AND RENEWAL:

The Memorandum shall remain in force for a period of Five (05) years commencing from effective date. However, this period may vary from area of collaboration and collaborative programmes. Institutions may extend the term by written agreement signed by both after review.

Any MoU between CUSB and any other International or National Higher Education Institution may at any time during its period of validity, be terminated by one of the parties upon prior notice to the other party in writing not later than six months before the termination date. Once terminated, neither *CUSB* nor “*SHORT NAME*” will be responsible for any losses, financial or otherwise, which the other institutions may suffer.

However, *CUSB* and “*SHORT NAME*” will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

The collaboration renewal will be initiated six months earlier and must renew before the date of termination.

CL.6 AMENDMENTS/MODIFICATIONS:

This MoU may be amended or modified by a written agreement signed by the representatives or concern persons of both institutes.

CL.7 IMPLEMENTATION AND MONITORING:

The parties shall on a regular basis, keep each other informed of and consult on procedure; progress and objective achieve or planned.

The parties shall set specific timeline beforehand and establish manner of monitoring and review of the execution of the area of cooperation and its objectives.

For proper implementation of all criteria and timely completion of the agreed objectives, the CUSB may constitute a monitoring committee. The monitoring committee will review the annual progress of the collaboration and give suggestions if required. However, both parties will arrange six monthly mutual meeting to discuss the proper implementation and goal(s) achieved during that period. The CUSB monitoring committee will consist of the following members:

1. Registrar (CUSB) or its nominees as Chairperson,

2. Contact person of the MoU from CUSB side (Member),
3. Contact person of the MoU from “**SHORT NAME**” side,
4. A person from the Development Section (If required, Member), and
5. A person from the Finance Section (If required, Member).

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee consisting of a programme coordinator from the side of **CUSB** and a programme coordinator from the side of “**SHORT NAME**” will periodically review and identify ways to strengthen cooperation between the two institutions.

The parties may with the mutual consent further extend the duration of collaboration.

CL.8 CONFIDENTIALITY:

For reasons of sensitivity, the privacy of the individuals or the interests of the CUSB; Agreement of MoU needs to enter into undertaking of confidentiality. Before any assurances of confidentiality are provided to a SECOND PARTY, the legal situation must be checked by the Registrar office of the CUSB. The confidentiality of such Memoranda must be finally determined by the Registrar on advice from the respective Dean/Head of the School/Department taking into account the CUSB’s obligations under the current Indian legislations.

CL. 9 INTELLECTUAL PROPERTY RIGHTS:

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both institutes to this Memorandum and cannot be shared with third party unilaterally.

Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

Any publication regarding such intellectual property shall only be processed with the prior written consent of both institutes. However, such consent not to be unreasonably withheld.

CUSB shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, and publication purposes without the payment of royalties or other fees to the other party.

CL. 10 ARBITRATION CLAUSE/LEGAL LIABILITY CLAUSE:

Participating faculties, staff and students involved in any activities under this Memorandum must adhere to the law of the host countries and rules and regulations of the institutions.

Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

In case, there be a dispute/differences of opinion relating to any aspect of academic, research and administrative cooperation, Concerned faculty/Head/Dean/Director/Registrar/Vice-Chancellor of the, **CUSB** and counterpart(s) of the “**SHORT NAME**” will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

CL.11 SIGNING AUTHORITY:

CUSB and “*SHORT NAME*” welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above.

<i>CUSB</i>	And	<i>“SHORT NAME”</i>	
Contact Person Name	Signature	Contact Person Name	Signature
Designation		Designation	
Name Registrar		Name Registrar / counter part	
WITNESS			
Name Head, Department of “subject”		Name Head, Department of “subject”	
Name Dean, School of “Name”		Name Dean, School of “Name”	
Name Dy. Registrar		Name Dy. Registrar / counter part	

A1. General eligibility criteria and conditions for collaboration:

1. All the department/school of the **collaborating** with Foreign/International/Indian Educational Institution(s) shall satisfy the following criteria or conditions:
 - (a) Foreign/International/Indian Institution is accredited, by an Assessment and Accreditation Agency, with the high grade or threshold level in their homeland. Foreign/International Higher Education Institution figuring in top 500 of Times Higher Education or QS World University ranking at the time of application.
 - (b) In case of Foreign/International Institution(s); it has operative arrangements in India through Indian Educational Institution(s) by way of collaboration.
 - (c) In case of Indian Educational Institution(s); it has NAAC “A” and above grading with NIRF ranking or / and Institutions of National Importance or / and Industry of credible repute or / and global Institution of credible repute.
 - (d) The **CUSB** is keen to provide mentoring services to those universities/colleges/ industries that are not fulfilling the above mentioned criteria of 1(a) & (c).
 - (e) Abide by way other condition(s) prescribed by the Government of India and Statutory Regulatory Bodies from time to time.
 - (f) Its academic infrastructure, including laboratory and workshop facilities and library shall meet the requirements of the relevant professional Statutory Councils/Bodies.
2. All the department/school collaborating with Foreign/International/Indian Educational Institutions for conducting programme(s) of study leading to the degree(s) shall obtain prior approval from the competent authorities of the CUSB.

A2. Overall extent of the agreement/procedure for collaboration:

A. With Foreign/International Education Institutions:

- a) All the department and school of the CUSB intend to collaborate with a Foreign/ International Educational Institution shall have to enter into a written MoU or Agreement with the concerned institution. Provided that no MoU or agreement shall be entered into for any department and school of the CUSB with a Foreign/International Educational Institution unless the CUSB has obtained prior approval of the University Grants Commission (UGC), New Delhi through sending their MoU along with covering letter addressed *to Ms. Manju Singh (Joint Secretary), International Cooperation Section (ICS), UGC, New Delhi either by surface post and by email*. This correspondence will be done by the person who has initiated the MoU. Provided further that after approval of the UGC, the MoU or Agreement shall be signed by both the parties and a copy of such MoU or agreement shall be forwarded to the UGC and shall also be uploaded on its website by the CUSB and partnering universities or industry.
- b) MoU shall be at institution/university to institution/university level. Department/school cannot enter into the MoU on their behalf and independently of the CUSB.
- c) Registrar of the CUSB is the only entity with legal standing to be a party to such MoU or Agreement. However, the CUSB while signing an agreement that relates a particular department and school needs proper consent duly forwarded by the Head/Dean/Director or other unit of CUSB.
- d) Once the response of the UGC is received the Registrar of the CUSB shall sign the MoU or Agreement on behalf of the CUSB for any Department/School. The Registrar of the

CUSB shall apprise the Academic Council and Executive Council of the CUSB about the decision of the UGC.

- e) A MoU may be proposed by any member of the staff, dean of the school/Head of the department or other unit of CUSB or Member of the Vice-Chancellor's office, that person may be the contact person from the CUSB side.
- f) In each negotiation for the agreement the authorities of the CUSB must submit an undertaking to ensure that there is no pre-existing agreement or if there was/is CUSB hold reputation and it is trustworthy. In case of agreement with any Educational Institution, this check shall be carried out by the office of the respective department.
- g) After getting approval from the UGC, New Delhi. The department/school shall submit the draft MoU to the office of the Registrar of the CUSB for the approval of the Academic Council and Executive Council. Meanwhile, contact person may proceed for the collaborative work / processes.
- h) The CUSB shall, thereafter, apply online on the dedicated UGC portal and also upload along with the application a digitally certified copy of draft MoU/Agreement and details about the Foreign/International Educational Institution including the infrastructure facilities, facilities available for instruction, faculty, specified fee, courses, curricula, requisite funds for operations along with details for a minimum period and other terms and conditions of collaboration, if any.
- i) The draft MoU or Agreement should incorporate the provision that the credits, awarded by the CUSB under the degree programs covered in the collaboration, shall be accepted by the Foreign/International Higher Educational Institution not only for the collaboration but for all other purposes, including academic mobility. Further, the minimum duration of the program of study, covered under the collaboration, in the Foreign Higher Educational Institution shall not be less than two semesters for the undergraduate programs and one

semester for the postgraduate programs, and should not exceed the prescribed period of maximum duration for doctorate/graduate/postgraduate programs.

- j)** The approval so granted shall be valid for two cycles of the minimum duration of the degree programmes covered under the collaboration *e.g.* for three years UG and two years PG course the approval will be valid for six and four years, respectively, or as specified otherwise.
- k)** The CUSB shall apply, on the designated UGC portal, for renewal of approval before six months of its expiration.

B. With Indian Higher Education Institution

Any department/school of the CUSB intends to collaborate with an Indian Educational Institution(s) shall have to comply with all the conditions as mentioned under “Parties” para one, except that in case of collaboration with the Indian Educational Institutions approval and renewal of approval of the UGC is not required.

A3. List of Faculty/Scientist/Staff Exchanges Objectives:

[You may add more objective in this list and include your mutually agreed objective list]

- (i) The exchange of faculty to the mutual benefit of both institutions;
- (ii) To enrich the educational environment of both institutions through collaboration in teaching, research and development, and consultancy studies in the field of mutual interest;
- (iii) The exchange of academic information/materials on research and education programmes, teaching and learning *etc.*;
- (iv) To increase educational opportunities through conducting lectures, and undertaking joint research;
- (v) To jointly publish research paper/article, publish books, monographs, and conference, seminar and workshop proceeding, *etc.*;
- (vi) Attachment of staff for purposes of curriculum development and review, upgrading of teaching and research skills;
- (vii) Organizing/Participating in seminars, symposiums, summer & winter school(s), and other types of academic discussions;
- (viii) Co-supervising post-graduate student(s);
- (ix) Supervising/Co-supervising graduate student(s);
- (x) Conducting study tours and joint consultancy work;
- (xi) Organizing joint academic program and/or field trips;
- (xii) Running jointly short courses, and break-term programmes;
- (xiii) Exchange of research components/parts of equipment for time being and knowledge resources;
- (xiv) To promote research collaborations through sharing of information, samples, digital records, data, photographs *etc.*;

- (xv) Jointly propose and engage in research or training programmes sponsored by funding agencies and to exchange on a reciprocal basis researchers and students for limited period;
- (xvi) To improve inter-institutional contacts by facilitating access to field areas, libraries, laboratories and through intellectual exchanges;
- (xvii) To provide both parties with more and better information about each other in order to improve inter-institutional understanding;
- (xviii) To mentor the faculty and student for their better academic carrier and future prospects such as providing expertise for establishment of laboratory, library, development of syllabus and new programs, working as bridge for establishing relation between educational institution and college, organizing training and workshop;
- (xix) For mentoring purpose host institution “B” may provide accommodation facility on the payment basis;
- (xx) Faculty of host institution “B” will support/guide and mentor the faculty of parent institution “A” in terms of delivering lectures/taking part in their Board of Studies / setting up their laboratories etc.;
- (xxi) Faculty of host institution “B”, in case of mentoring will not become co-supervisor of the student(s) of parent institution “A”;
- (xxii) Faculty of “B” may become Principal Investigator/Co-Principal Investigator/Mentor in the research project of faculty of “A”;

ANNEXURE – IV

A4. List of Student(s) Exchanges Objectives:

[You may add more objective in this list and include your mutually agreed objective list]

- i) Exchange student(s) will be selected by mutual agreement between the “**A**” and the “**B**”.
- ii) An exchange student(s) will continue to be treated as full-time student at his/her home institution “**A**”.
- iii) An exchange student(s) will be considered as full-time "exchange" student at the host institution “**B**”.
- iv) His/her programme of study at the host institution “**B**” will be determined by mutual consultation between his/her academic advisor(s) at the home institution “**A**” and his/her "interim" academic advisor(s) identified by the host institution “**B**”.
- v) The “**B**” will evaluate an exchange student's performance in each course or module, award a letter grade or marks, and issue a letter to that effect.
- vi) The “**A**” may award to the exchange student(s) credits earned at a “**B**”, but only after the “**A**” has established correspondence between courses taken at the “**B**” *vis-a-vis* those offered at the home institution “**A**”.
- vii) If an exchange student(s) has/have undertaken research, then the host institution “**B**” will evaluate the exchange student's performance in the research, and issue a letter to that effect, together with a technical “report” of the research carried out.
- viii) If an exchange student(s) has/have undertaken research, then the home institution “**A**” will take note of the performance evaluation and the technical “report”, and take steps in accordance with its own procedures.
- ix) **CUSB** and “**SHORT NAME**” agree to provide suitable accommodation and/or living expenses for student exchange.
- x) To avail travel expenses, students can apply for existing funding programs at their respective home institute “**A**”.
- xi) The exchange student(s) will pay tuition and other fees at their home institution “**A**”.

- xii) For mentoring purpose exchange student(s) will not pay any kind of fees to the host institution “B”.
- xiii) For mentoring purpose host institution “B” will not bear any expense of the student(s). If required, host institution “B” may provide accommodation on payment basis.
- xiv) In case of a doctoral degree programme, students must have a supervisor of home institution/country and a co-supervisor – for day-to-day basis guiding and monitoring of the student – of the host institution/country, and the student shall submit a single thesis at their home institution/country.

A5. List of Other Areas:

[You may add more objective in this list and include your mutually agreed objective list]

- (i) To exchange information on research and educational programs;
- (ii) To exchange information on teaching, learning material and other literature relevant to their educational and research programs;
- (iii) To jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty to participate therein;
- (iv) To organize jointly seminars, conferences, training program or workshops on topics of mutual interest and to invite each other's faculty, student and staff to participate therein;
- (v) To propose and engage jointly in research or training programs sponsored by funding agencies, and to invite each other's faculty, student and staff to participate therein;
- (vi) To exchange, on a reciprocal basis, students at Undergraduate, Graduate and Doctoral levels for limited periods of time for purpose of education and /or research;
- (vii) The provision of cultural and intellectual enrichment opportunities for staff and students of both institutes;
- (viii) To use laboratory facilities in specific cases for a limited period; and
- (ix) To permit students, staff and faculty members to use library facility *etc.*
