

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

অসম অসম ASSAM

30AA 192460

MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF CHEMISTRY,
N.N. SAIKIA COLLEGE, TITABOR, JORHAT, ASSAM
AND

DEPARTMENT OF CHEMISTRY
KAKOJAN COLLEGE, JORHAT, ASSAM-785107

This Memorandum of Understanding (MoU) is executed on this day 18th January of November, 2022

Two Thousand Twenty Two between Department of Chemistry, N.N. Saikia College is a premier and unique Institute of Assam, situated at Titabor in Jorhat District of Assam, through its authorized representative, the Principal, of the one part;

And

Kakojan College, Jorhat, Assam is a premier and unique Institute of Assam, situated at Kakojan in Jorhat District of Assam. Affiliated to Dibrugarh University, Assam and recognized by UGC the College has been imparting higher education in undergraduate level both in Science and Arts stream. Kakojan College has remained a college of first choice for young knowledge seekers in the region. It has emerged as a premier institute in the entire East Jorhat. Kakojan College was re-accredited by NAAC with B+ Grade. Alumni of Kakojan College have excelled in diverse fields such as education, research, industries, public and

L. Barman
18.1.22
Principal
N.N. Saikia College
Titabor

R. Barman
Principal
Kakojan College
Jorhat, Assam

private sector companies and music. The College has been producing many best graduates and toppers in different subjects of the University.

1. PREAMBLE :

Department of Chemistry, N.N. Saikia College is a premier and unique Institute of Assam, situated at Titabor in Jorhat District of Assam.

Kakojan College, Jorhat, Assam established in a rural area, started its journey since 1967 with determined mission of imparting quality higher education. Academic excellence has been the keyword of the college since its inception. Thus it has been trying to fulfil the vision of becoming one of the premier Higher Education institutions (Both Science and Arts) in the state.

1. PURPOSE AND OBJECTIVES:

The purpose of this MoU is to create a framework for collaboration between Department of Chemistry, N.N. Saikia College and Department of Chemistry, Kakojan College with the objectives as given below:

2. AREAS OF CO – OPERATION

- a. Develop joint R&D projects of common interest and collaborate & work together in mutually agreed areas.
- b. Exchanges of teachers, students, research personnel between the two institutes.
- c. Other activities mutually agreed upon by the Parties.

4. JOINT UNDERTAKING

Department of Chemistry, N.N. Saikia College and Department of Chemistry, Kakojan College agree

1. To pool their resources, expertise and facilities and complement each other, to their best effort, in the implementation of the activities under this MoU.
2. To share information for Research and development purpose under this MoU.

Signature
18.1.22
Principal
N.N. Saikia College
Titabor

Signature
Principal
Kakojan College
Jorhat, Assam

3. To extend assistance and cooperation to one another in the attainment of their common goals during the programme.
4. Authorship of international presentations and technical papers as a result of activities carried out under the MoU shall be decided by both parties in accordance with principles of equality, reciprocity, and mutual benefit.
5. Department of Chemistry, N.N. Saikia College and Department of Chemistry, Kakojan College mutually shall bear all the costs of carrying out the intentions of the MoU.
6. Any background intellectual property owned by either party prior to the signing of the MoU and which will be used for activities under the MoU shall remain the property of the said party and the other party shall not claim ownership on such intellectual property. The use of background knowledge/intellectual property for the activities under the MoU shall be solely for that purpose.

5. RESULTS OF COLLABORATION

- 5.1. Data generated from the activities under the MoU shall be shared amongst the party members involved in the Parties' collaboration without any delay, for archiving, analysis and preparation of scientific documents (report, paper etc).
- 5.2. The intellectual property that is [knowhow/process/design /technique / patents /copyrights] generated under the MoU shall be jointly owned by **Department of Chemistry, N.N. Saikia College and Department of Chemistry, Kakojan College**; the extent of ownership shall be decided mutually depending upon the relative inputs [intellectual/technical/financial/physical] made by the parties hereto to the activities under the MoU.
- 5.3 The procedural formalities for securing and maintaining the intellectual property rights [patents/trademark/copyright] if any, shall be the responsibility of **Department of Chemistry, N.N. Saikia College and Department of Chemistry, Kakojan College**. The question of whether or not intellectual property right should be secured shall be mutually decided.
- 5.4 The parties shall consult each other for any publication in respect of the MoU. These publications (papers, reports etc.) shall be in the name of research workers, wherein it will be duly acknowledged that the work has been carried out under the collaboration between the parties.

Signature
Principal
N.N. Saikia College
Titabar

Signature
Principal
Kakojan College
Jorhat, Assam

6. CONFIDENTIALITY

- 6.1. Each Party agrees to use any confidential information (as defined below) of the other party disclosed under this MoU solely for the purposes of this MoU. "Confidential Information" means any information in any form that is marked at the time of disclosure as being "Confidential" or words of similar meaning.
- 6.2. Neither of the parties shall, without the prior written consent of the other party, disclose any confidential information relating to this MoU to any third party.
- 6.3. Each Party agrees to make confidential information available only to those employees and students who require access to it in the performance of this MoU, and to inform them of the confidential nature of such information and their obligation to project such confidentially. Each Party shall exert reasonable efforts, no less than the protection given its own confidential information, to maintain such information in confidence.
- 6.4. Each Party agrees that the obligations of confidentiality contained herein shall not attach to information that is required to be disclosed by court rule or government law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure.
- 6.5. The obligation of confidentiality hereunder shall carry on in force for a period of Three (3) years from the termination or expiry of this MoU.
- 6.6. Nothing in this MoU constitutes or implies any representation, warranty or undertaking by the disclosing party of the accuracy or completeness of the information or materials provided as part of its involvement hereunder.

Signature
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Principal
N.N.Saikia College
Titabar

7. REVIEW AND TERMINATION

- 7.1 This MoU shall commence from the effective date of signing for a period of five (5) years (Initial Term). The MOU will automatically lapse after five years, unless renewed.
- 7.2 This MoU will be renewed based on mutual consent. If the MoU remains dormant for three (3) consecutive years, it will be deemed to have lapsed.

Signature
Principal
Kakojan College
Jorhat, Assam

7.3 Either party shall be entitled at any time at its absolute discretion to terminate this MoU by giving at least three (3) months prior written notice to the other party. Such termination shall not affect the implementation of the activities established under this MoU prior to the effective date of the termination.

7.4 Each Party shall ensure that adequate arrangements have been made to complete all commitments before this MoU is terminated.

8. VARIATION AND MODIFICATION

This MoU may be varied or modified by agreement in writing and signed by both Parties.

9. DISPUTE RESOLUTION

The parties agree that mutual goodwill and understanding forms the basis of this MoU. Nothing mentioned in this MoU shall deem to constitute partnership between the signing Institutions appointing one party as an agent of the other. This MoU will be effective upon signature by the authorized signatories of the Institutions.

Any dispute arising out of or in relation to this MoU shall be settled by the parties amicably through mutual consultations and negotiations. Except as herein before provided, all disputes arising out of or in connection with this agreement shall be referred the Jorhat Jurisdiction. Each party shall bear and pay its own cost of arbitration proceedings. The provision of this clause shall not become inoperative notwithstanding this agreement expires or ceases to exist or is terminated or revoked.

The language of arbitration proceedings will be English only

- a. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award
- b. The provisions of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

The parties have jointly signed/executed this Memorandum of Understanding in two copies on date and year written above.

R. Saikia
18.1.22
Principal
N.N. Saikia College
Titabar

R. Saikia
Principal
Kakolan College
Jorhat, Assam

For and on behalf of N.N. Saikia College,
Titabor, Jorhat *L. Baruah*
Name: **Dr. Litoool Baruah** 18.1.22
Designation: Principal
N.N. Saikia College, Titabor Jorhat, Assam

Seal: Principal
N.N. Saikia College
Titabar

Jorhat, Assam

Date: 18/1/2022

Witness:

1 *Partha Pr. Saricar*

2 *Jayanta M. Baruah*

For and on behalf of Kakojan College, Jorhat
R. Bordoloi 18/1/2022
Name: **Dr. Ruprekha Bordoloi**
Designation: Principal
Kakojan College, Jorhat, Assam

Seal: Principal
Kakojan College
Jorhat, Assam

Jorhat, Assam

Date: 18/1/2022

1 *Mridul Meeg*

2 *Utpal Sadhanida*