



असम ASSAM

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**Memorandum of Understanding (MOU)
Between Assam down town University (AdtU) &
Swami Vivekanand Subharti University (SVSU)**

Articles of Memorandum of Understanding (MOU) made at Guwahati, Assam, this day i.e. 20th day of May, 2022 between Assam down town University, a premier educational institution situated in Sankar Madhab Path, Gandhi Nagar, Panikhaiti, Guwahati, Assam, India, PIN – 781026 herein after called “AdtU” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assigns) of the one part and Swami Vivekanand Subharti University (SVSU), which was set up by MTV Buddhist and Religious Trust at NH-58, Delhi Haridwar Bypass Road, Meerut (UP)-25005.

WHEREAS Assam down town University (AdtU) is a NAAC accredited University and ISO 9001:2015 certified for Higher Educational Services and accredited by UKAS. AdtU has coupled the experience of top industry leaders and renowned academicians and fosters a worldly approach. Being the largest educational group based in Assam, AdtU has on its rolls more than 7500 students and over 300 faculty members. Set up on a 45 acre plot across hilly terrain at Panikhaiti, Guwahati, the University campus with the entire newest infrastructure is considered a state-of-the-art institute of teaching, research and outreach activities. Major research areas of AdtU include Food Nutrition & Dietetics, Biochemistry, Biotechnology, Microbiology, Medical Biochemistry, Medical Laboratory Technology, Pharmacy, Civil Engineering, Mechanical Engineering, Computer Science & Engineering, Electronics &

Communication Engineering etc and its infrastructural facilities to carry out research activities are growing exponentially.

WHEREAS Swami VivekanandSubharti University (SVSU) is a NAAC A accredited University, established in 2008, as an initiative of MTV Buddhist and Religious Trust. The main objective of the University is to be an acclaimed University that provides contemporary Technical and Professional knowledge, skills as well as research opportunities befitting global scenarios while maintaining Service, Sacrament, and Nationality. Also, mission of the university is to develop programs of the highest standards, and to produce confident, self-reliant, responsible youth having skills, social values, leadership, and entrepreneurship bent of mind in highly competitive technologically advanced, ever-changing needs of society.

Major research areas of SVSU are Clinical Research, Biotechnology, Biochemistry, Microbiology, Medical Biochemistry, Medical Laboratory Technology, Pharmacy, Engineering etc.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. OBJECTIVES AND SCOPE OF AGREEMENT

- 1.1 To establish close linkage and functional coordination between AdtU and SVSU.
- 1.2 AdtU and SVSU agree to collaborate in organization of different activities of mutual interest including Research & Development, technology support and training of students from time to time.
- 1.3 AdtU and SVSU jointly agree to prepare inventories of natural sources specifically medicinal plant bioresources present in the region using remote sensing and other imaging technologies for the better promotion of research in the region.
- 1.4 AdtU and SVSU will jointly organize Seminars, Workshops, Conferences, Symposiums & Competitions from time to time.
- 1.5 AdtU and SVSU will jointly undertake Research & Project works in emerging areas of local relevance by the students/scholars and faculty members of the University.
- 1.6 AdtU and SVSU will facilitate the students for Internship programs/ project works/ exposure trips from time to time.
- 1.7 AdtU and SVSU will jointly associate for academic collaboration in Counselling, Training etc. for teachers, staffs and students from time to time.
- 1.8 AdtU and SVSU will also work for peace, brotherhood, national integrity and communal harmony.

SVSU

SVSU

1.9 The intellectual property right (IPR) generated through the collaborative research programmes will be jointly and equally owned by AdtU and SVSU.

1.10 Any further collaboration among constituent college will become part of this MOU automatically

2. RESPONSIBILITIES:

2.1 Neither the AdtU nor the SVSU will be responsible to the other party for any losses that party may suffer from using the results of the collaborative research.

2.2 Both the AdtU and the SVSU will be responsible for insuring their own premises, equipment and personnel for any claims that may arise from conduct of the collaborative research and from use of the results of the collaborative research.

3. TERMS AND TERMINATION

3.1 This Memorandum of Understanding will be effective on the date noted above and shall remain valid for a period of five (05) years unless abrogated by either party or extended by mutual agreement.

3.2 Either party may terminate its obligations envisaged vide this MOU and/or Agreement signed under this MOU by giving 30 days' notice of intent to termination. After termination of the MOU and/or Agreement signed under this MOU either party will not claim any damage/compensation on account of the termination of the work. In the event of termination, the AdtU&SVSU shall take all necessary steps to effect the orderly termination of the Research.

4. DISPUTE RESOLUTION:

4.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement, shall, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract, or in respect of meaning of specification, design, drawings, estimates, schedules, annexures, orders, instructions, the contraction, interpretation of this agreement, application of provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties hereunder or any matter whatsoever incidental to this contract or otherwise concerning the works of execution or failure to execute the same whether during the progress of work or stipulated/extended period or before or after the completion of abandonment thereof shall be referred to the arbitrator tribunal consisting of sole arbitrator of the persons appointed jointly by Vice Chancellor, AdtU and Vice Chancellor, SVSU at the time of dispute.

4.2 If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns for any reason from the position of arbitrator, it shall be lawful for the Vice Chancellor, AdtU and Vice Chancellor, SVSU to appoint another person to act as arbitrator in the manner aforesaid. Such persons shall be entitled to proceed with; the reference from the stage at which it was left by his predecessor if both the parties' consent to this effect. Failing which, the arbitrator will be entitled to proceed denovo.

4.3 It is a further term of this contract that no person other than the person appointed jointly by Vice Chancellor, AdtU and Vice Chancellor, SVSU as aforesaid shall act as arbitrator of difference and that, if for any reason that is not possible the matter is not to be referred to the arbitration at all.

5. JURISDICTION:

That in case of any dispute arises between the parties the same shall be referred to the Arbitration and shall be dealt with as per the regulations of Arbitration and Conciliation Act 1996. If the dispute is not settled out in Arbitration then only the same shall be referred to the competent court of law and in such event the courts of **Guwahati Jurisdiction** shall only have the exclusive right to entertain the same.

6. NOTICES:

6.1 Any notices under this Memorandum of Understanding / Agreement will be delivered as follows:

AdtU

Attention: Vice Chancellor, AdtU
Sankar Madhab Path, Gandhi Nagar,
Panikhaiti, Guwahati- 781026, Assam, India.
Telephone: (0361) - 7110711
Email: vc@adtU.in

SVSU

Attention: Vice Chancellor, SVSU
Swami Vivekanand Subharti University (SVSU)
NH-58, Delhi Haridwar Bypass Road, Meerut (UP)-25005,
Phone:
E-mail: vc@subharti.org

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Memorandum of Understanding/Agreement.

Maj Gen (Dr) G.K. Thapliyal, SM (Retd.)
Vice Chancellor
Swami Vivekanand Subharti University (SVSU)

Seal:

Vice Chancellor
Swami Vivekanand
Subharti University
MEERUT

Date:

Prof. N.C. Talukdar
Vice Chancellor
Assam down town University (AdtU)

Seal:

Vice Chancellor
Assam Down Town University
Panikhaiti, Guwahati-26

Date:

Witness:

1. Dr. Y. P. Monga
Principal and Dean-SMC
Swami Vivekanand Subharti University (SVSU)

Signature:

Date:

2. Mr. Syed Zafar Hussain
Addl. Registrar (NM)
Swami Vivekanand Subharti University (SVSU)

Signature:

Date:



Witness:

1. Prof. Bandana Dutta
Dean of Studies,
Assam down town University.

Signature:

Date:

2. Mr. Ashim Barman
Additional Registrar (Administration),
Assam down town University.

Signature:

Date:

Ashim Barman
Additional Registrar (Administration)