

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Patna University on the 26th day of July of the year 2019.

[Hereinafter referred to as "MOU"]

Between

1. PATNA UNIVERSITY, having its registered office at Ashok Rajpath, Patna 800005, in the State Bihar, India (hereinafter referred as 'PU') acting through its Registrar for the purpose of this MOU (which expression shall include the permitted assigns) of One Part/Partner

And

2. Tribhuvan University having its registered office at Central Administrative Building, P.O. Box No. 8212, Kirtipur, Kathmandu, Nepal (hereinafter referred as 'TU') acting through its Vice Chancellor (which expression shall include the permitted assigns) of the Other Part/Partner.

WHEREAS Patna University was established as an examining body by an Act of Legislature in the year 1917.

AND WHEREAS Patna University was established as a teaching and residential university at Patna with the purpose and powers to provide instructions to various branches of learning, and for research and for dissemination of knowledge, vide Patna University Act, 1951 [Bihar Act No. XXV of 1951] which came into force on 02nd January 1951.

AND WHEREAS The Patna University Act, 1976 [Bihar Act No. XXIV of 1976] was an Act to establish and incorporate a teaching University at Patna in the State of Bihar.

AND WHEREAS The Patna University is consistently imparting academic knowledge and conducting researches in various disciplines through 31 Post Graduate Departments, 10 constituent colleges and 4 institutes.

AND WHEREAS The Tribhuvan University was established in 1959 as the first national institution of higher education in Nepal vide Tribhuvan University Act, 1959 has been consistently imparting academic knowledge and conducting researches in various disciplines through 40 Central Departments, 4 Research Centres, 61 Constituent Campuses, and 1084 affiliated Campuses;

AND WHEREAS Section 5 (d) of the Tribhuvan University Act, 2019 (1992) empowers and stipulates a duty to maintain relations with native or foreign universities or educational institutions.

AND WHEREAS Both Universities have always been endeavouring to explore the expanded horizons of knowledge and learning through collaborations with different Universities throughout the globe and thereby benefitting the Teachers, Academicians, Researchers and Students through a systematic arrangement of exchange programs.

AND WHEREAS The Syndicate of Patna University has duly approved proposal(s) for any such collaborative activities undertaken with other University(s), vide its resolution additional agenda no.03 dated 30.6.2018. Similarly, The Executive Council of the Tribhuvan University, which is duly empowered for such purpose, has also granted the necessary approval for any such collaboration with other university(s), including Patna University and henceforth there is not any statutory impediment in creation of this joint collaboration.

AND WHEREAS the authorized persons of both the Universities have held several rounds of meetings, including exchange of ideas through other means of communication, for finalizing the rules regarding such collaboration and have reached to an agreement.

NOW vide this Memorandum of Understanding (MOU) an agreement for co-operation to establish programs of exchange and collaboration in areas of interest and for benefit of both Universities is created immediately after execution of the present Memorandum of Understanding (MOU) as per the supplementary rules, objectives, terms and conditions mentioned herein below:-

1. That this collaboration between both parts is intended solely to explore and share knowledge jointly and for extending mutual support to each other, wherever required in the area of knowledge and Research.
2. That both the part/ partners agree to explore opportunities for students such as short term / long term mobility including summer schools, semester classes, articulation and exchange.
3. That both the parts / partners will facilitate in research, being conducted by the researchers in programs in and above the Master's degree level. Such researches shall be conducted in joint supervision of experienced and competent faculties from both the Universities for achieving excellence and qualitative research to meet global standards.
4. That both parts / partners agree to identify opportunities for exchange of faculty, research staff and other administrative staffs. Such exchange in no case shall create any employment relationship or partnership, empress or

implied between the parties. The parties further agree to remain under an obligation to constantly refrain from disclosing any confidential information which they have received from the other party. The expression "confidential information", for the purpose of this instrument, means and includes any information in written, electronic, visual, verbal or other form of technical and business information and data exchanged during the period of collaboration especially marked as confidential or reasonably deemed to be of confidential nature.

5. That both the parts / partners agree to make the faculty and students aware and have access to the academic programs, researches being conducted and other educational resources under the domain of their respective Universities.
6. That both the Universities agree to organize joint workshops, conferences, seminars and facilitate in publications of relevant academic materials for the benefit of faculty and students of both parts / partners. Any publication of the outcome of joint research initiated subsequent to the instant instrument coming in force shall give reasonable credit to the collaborating University, the researchers and members engaged.
7. That in order to avoid loss of patent rights as a result of premature public disclosure of the patentable information, each party shall submit any pre-publication material disclosing the results of the Project to the other for review and comment at least 30 (thirty) days prior to the planned submission for publication. During this period, the interested party will have to inform other party in case it intends to legally protect the results.
8. That the parties shall negotiate an ad hoc agreement on a case-by-case basis defining the percentages of ownership in any Intellectual Property Right incurred / generated through the project, nuances of commercialization and the sharing of costs of patent protection and any income generated through commercialization of the generated IPR etc. Neither Party will use results of the Project without prior written consent of the other Party for commercial purpose.
9. That the parts/ partners agree to cultural exchange to enable faculty / students to learn the active culture and customs of the area concerned.
10. That both the parts / partners shall further endeavour to explore the horizons of other areas of interest and collaboration for the achievement of goals expected from both the Universities.
11. That both the parts / partners shall meet their expenses incurred during any / all activity being conducted under this Memorandum of Understanding from their own funds and in no case there shall be any exchange / collaboration pertaining to financial nature.
12. That any person representing either part / partner (with competent authority's permission in written) shall be treated as a guest and shall remain at par or above their counterpart while visiting the other University. The respective University while performing as a host and conducting any

program of exchange under this Memorandum of Understanding shall facilitate for and ensure the safety of every such visiting representative.

13. That both parts / partners shall nominate the authorized persons to evaluate the effectiveness and adherence to this Memorandum of Understanding and officially notify such nomination to the other parts in not more than 21 days from such nomination.
14. That the contact information of the parts of this Memorandum of Understanding is as under:

Contact Information:

Partner name: Patna University, Patna, India

Partner representative: Prof. (Dr.) Md. Sharif

Position: Dean, Faculty of Law

Address: Patna University

Telephone / Mobile No: 7739521038

email id: mohammadsharif97@rediffmail.com

Contact Information:

Partner Name: Tribhuvan University, Kathmandu, Nepal

Partner representative: Prof. Bhupa Prasad Dhamala, PhD

Relation / Position: Executive Director

Address: Centre for International Relations

Telephone / Mobile No: 977-1-4332500, 9851218905

email id: bhupadhamala@gmail.com

15. That any subsequent change in the contact information, as contained in the above clause shall be notified to the other part / partner or his / her/ its representative within 21 (Twenty One) days of any such change so as to enable the other part / partner to update the contact information.
16. That the contents of the present Memorandum of Understanding will be amended / modified / only by the consent of both parts / parties, subject to rules framed and duly notified through visible mode of communication and through advance personal information to the contact person mentioned in the instrument.
17. That the appropriate Institute may, subject to conditions of previous publication, make rules for the purpose of giving effect to the provisions of this Memorandum of Understanding.
18. That the parties are under obligation to refrain from disclosure of any confidential information, which they have received from the other party. The term "Confidential Information" with respect to a Party shall mean written, electronic, visual, verbal or other form of technical or business information and data received from and pertaining to such Party other than information that:

- (a) is already in the recipient Party's possession at the time of disclosure thereof;
 - (b) is or later become part of the public domain through no fault of the recipient Party;
 - (c) is received from a third party having no obligations of confidentiality to the disclosing Party;
 - (d) is independently developed by the recipient Party as evidenced by contemporaneous written records; or
 - (e) is required by law or regulation, or any governmental agency, court or administrative body to be disclosed.
19. Both parties agree that this article shall continue to be binding between the parties notwithstanding the termination or expiration of this MOU.
20. That in the event of any dispute relating to the interpretation or performance of this MOU arising between the Parties, both Parties will first do their utmost to settle their dispute amicably; Any dispute, controversy or claim arising under, out of or relating to this Agreement which is not amicably settled between the Parties and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be either University or a place on mutual consent. The language to be used in the mediation shall be English.
21. That if, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing or a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The language and place of arbitration shall remain the same as mentioned above.
22. That both Parties warrant that this MOU is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this MOU. Both parties also agree that this MOU will not be treated as a deterrent to allow similar activities or collaborations with other organizations.
23. That either party may request in writing for a revision, amendment or modification of all or any other part or this MOU.

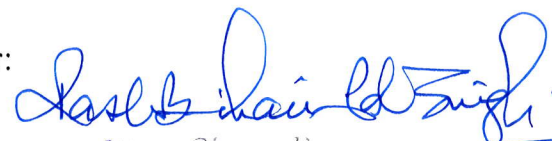
24. That any revision, amendment or modification agreed to between the Parties shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this MOU.
25. That this MOU shall in no way alter, amend or bring any change in the existing service conditions, including salary, allowances, pension, retirement benefits of the employee of both the Parties, including contractual and temporary teachers, research staff and other non teaching staffs. The employees shall not have claim over any service related matter(s) arising out of the clauses governed by this MOU to the prejudice of terms of contract governing their service in respective institution.
26. That this Memorandum of Understanding shall come into effect from the date of its signature and shall remain effective for a period of not more than 5 (five) years from such date or until terminated by either party in writing not less than 6 months in advance.
27. That either part / partner intending to extend this collaboration shall propose, in writing in not less than 6 months in advance from the termination of this Memorandum of Understanding to enable the other part to renew / renegotiate the terms of such extension.
28. That both the parts / partners agree that termination of this Memorandum of Understanding shall not prejudice or cause adverse effect on the status of any faculty / student / staff member who has been admitted to any program initiated under the clauses of this Memorandum of Understanding.
29. That if at any time during the continuance of this MOU, the performance in whole or part by either party of any objectives under this MOU is prevented or delayed by the reason of governmental decision, war, hostilities, act of public enmity, civil commotion, sabotage, fire flood, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including but not limited to electricity, water, fuel, and the like), strike and lockout or other event beyond the reasonable control of the parties both the parties concerted (hereinafter referred to as "Eventuality"), then notice of such Eventuality shall be given by either party to the other party within 15 days from the date of occurrence thereof.
30. That in the event of either party not being able to meet any of the objectives under this MOU by reason of Eventuality, such objective shall be suspended for as long as the inability continues or any date mutually agreed between the parties. Neither Party shall be liable to the other party for any loss or damage sustained by the other party arising from the occurrence of any such event.
31. That the appropriate University may, subject to the conditions of previous publications, make rules for the purpose of giving effect to the provisions of this Memorandum of Understanding, including distribution of assets through

funds / fee collected from self financing short term and long term courses being run under this MOU. Such rules shall be deemed to form integral part of this MOU.

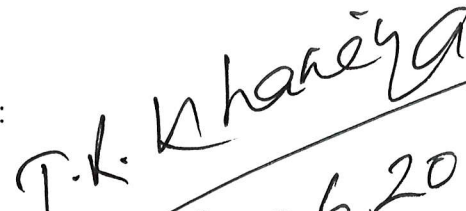
32. That this MOU has been prepared in two sets and each party shall retain a duly signed copy of the same for legal purposes.

Signed and executed on this 26th day of July of the year 2019 at Patna University.

1. Signature and seal (if any) of the Partner:
Prof. (Dr) Rash Bihari Prasad Singh
Vice Chancellor, Patna University
Patna (Bihar), India


Vice-Chancellor
Patna University
Patna-800005
26.07.2019

2. Signature and seal (if any) of the Partner:
Prof. Tirth Raj Khaniya, PhD
Vice Chancellor, Tribhuvan University
Nepal.


T.K. Khariya
July 26, 2019

- Signature of Witness No.1: Col. Manoj Mishra
Name and Address of Witness: Registrar, Patna University, Patna


26-07-2019



Registrar
Patna University

- Signature of Witness No.2: Prof. Krishna Prasad Gautam, Ph.D
Name and Address of Witness: Dean, Faculty of Education
Tribhuvan University, Nepal.


Krishna Prasad Gautam