

# Memorandum of Understanding

Between

[GOVT.COLLEGE KHERTHA DISTT. BALOD]

And

GOVT. NAVEEN COLLEGE MANGCHUWA DISTT. BALOD (CG)

This agreement is made this 30<sup>th</sup> day/month of June Year 2021 between Govt. College Khertha Distt. Balod (CG), a Govt institution of higher education which is a govt. college located at village Khertha, block Dondilohara (hereinafter Govt. College Khertha) and [GOVT. NAVEEN COLLEGE MANGCHUWA DISTT. BALOD (CG)] located at [MANGCHUWA DISTT. BALOD (CG)].

In the spirit of friendship and with mutual interest in cooperation, Govt. College Khertha and [GOVT. NAVEEN COLLEGE MANGCHUWA] enter into this Memorandum of Understanding (MoU) to promote joint educational and cultural collaboration and agree as follows:

## **ARTICLE 1: SCOPE OF COLLABORATION**

1.1 Areas of collaboration may be proposed by either institution and may include, but are not limited to:

[SELECT THOSE PERTINENT TO YOUR PARTNERSHIP. POSSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THOSE LISTED BELOW]

- Joint teaching, research, or cultural activity;
- Mobility of faculty, scholars, and students between institutions;
- Staff professional development;
- Sharing or creation of educational materials and resources.

1.2 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

1.3 All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

## **ARTICLE 2: DURATION AND EVALUATION**

2.1 This MOU shall be in effect for a period of [3] years from the last date of signature. Either party may request termination of this agreement, in



writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional five (5) year period.

2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

### **ARTICLE 3: NON-DISCRIMINATION**

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

### **ARTICLE 4: COMPLIANCE WITH LAW**

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate Central, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

### **ARTICLE 5: FORCE MAJEURE**

In the event students are unable to complete different activities governed by this MOU, due to causes beyond the control of Govt. College Khertha, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond Govt. College Khertha's reasonable control, Govt. College Khertha will assist the affected students in finding an alternate way to complete the activity.

### **ARTICLE 6: USE OF NAME**

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. Home Institution may refer to the affiliation



with Govt. College Khertha in public information materials regarding the relevant Program. Govt. College Khertha reserves the right to review and request modification of Home Institution's reference to Govt. College Khertha as necessary. Home Institution may refer to the affiliation with Govt. College Khertha in its brochures and other public information materials having to do with the Program.

#### **ARTICLE 7: INDEPENDENT CONTRACTORS**

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

#### **ARTICLE 8: SEVERABILITY**

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

#### **ARTICLE 9: WAIVER**

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

#### **ARTICLE 10: ASSIGNMENT**

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

#### **ARTICLE 11: GOVERNING LAW**

This Agreement shall be construed and enforced solely pursuant to the laws of the land, without giving effect to the principles of conflicts of laws thereof and the parties agree that this Agreement shall be subject to the sole and exclusive jurisdiction of the state and subject to the jurisdiction of Balod District. The Parties agree that the foregoing governing law, jurisdiction and forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either Party. Notwithstanding the foregoing, any court with competent jurisdiction may enforce the judgment and ruling of the courts.

