

हरियाणा HARYANA

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF PHYSICS, KURUKSHETRA UNIVERSITY, KURUKSHETRA
AND
DEPARTMENT OF PHYSICS, CHAUDHARY DEVI LAL UNIVERSITY, SIRSA.**

The MOU is made on the 16 day of May month in the year 2022 at Kurukshetra, Haryana, between Department of Physics, Kurukshetra University, Kurukshetra (hereinafter called DOP- KUK) include his/her successor in office, legal representative, nominee and assignee as the **First Party**

AND

Department of Physics, Chaudhary Devi Lal University, Sirsa (hereinafter called DOP-CDLU) with its headquarter at Sirsa include his/her successor in office, legal representative, nominee and assignee as the **Second Party**.

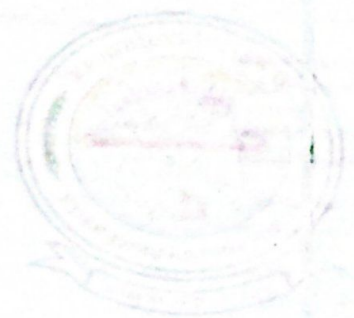
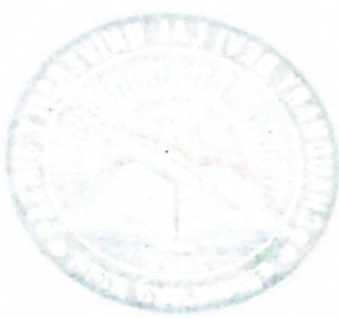
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MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF PHYSICS, KURUKSHETRA UNIVERSITY, KURUKSHETRA
AND
DEPARTMENT OF PHYSICS, CHANDRABATI DEVI LAL UNIVERSITY, SIRSA

The MOU is made on the 14th day of May month in the year 2022.
The MOU is made between Department of Physics, Kurukshetra University, Kurukshetra
(Faculty member called DOP-KUK) and his/her successor or other legal representative, named
and signed as the First Party
AND
Department of Physics, Chandrabati Devi Lal University, Sirsa (Faculty member called DOP-CDLU)
and his/her successor or other legal representative, named and
signed as the Second Party.

WHEREAS

The parties wish to establish a friendly relationship to promote and accelerate the academic cooperation and have decided to enter into this MoU and agree hereby as per articles given below:

1. GENERAL PROVISIONS

1.1 DEFINITIONS

- (a) "KUK" means Kurukshetra University, Kurukshetra.
- (b) "CDLU" means Chaudhary Devi Lal University, Sirsa.
- (c) "DOP-KUK" means Department of Physics, Kurukshetra University, Kurukshetra.
- (d) "DOP-CDLU" means Department of Physics-Chaudhary Devi Lal University, Sirsa.

1.2 RELATION BETWEEN THE PARTIES AND SCOPE

- a. Both the parties will recognize each other as an Institute for research in the disciplines of Physics.
- b. Research instrumentation and library facilities available with DOP-KUK and DOP-CDLU will be made available free of cost on mutual basis to the faculty and research scholars of both the departments.
- c. There shall be an exchange of research students and faculty for research and academic purposes. Accommodation in the hostel/guesthouse shall be arranged, wherever possible, as per extant rates.
- d. DOP-KUK and DOP-CDLU shall subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and shall not impose criteria for exchange of scholars or students, which violate principles of non-discrimination.
- e. Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- f. In case of joint research authorship of publication arising out of such research work shall be shared depending on the extent of contribution by the authors, by mutual consent along with credit to authors.

1.3. GOVERNING LAW & JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising under these terms and conditions shall be subjected to the jurisdiction of the courts of Kurukshetra (Haryana).

1.4 LANGUAGE

This MoU has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning of interpretation of this MoU.

1.5 LOCATION

Research implementation arising under this MoU shall be performed by both the parties from their head offices.

1.6 AUTHORISED REPRESENTATIVES

Any action required or permitted to be taken and any document required or permitted to be executed under this MoU may be taken or executed.

(a) On behalf of the first party, by the Registrar/competent authority, KUK.

(b) On behalf of the second party, by the Registrar/competent authority, CDLU, Sirsa.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF THIS MoU

2.1 This MoU shall come into force from the date of signing.

2.2 The MoU shall be effective for a period of five years, but will be reviewed/renewed/modified (if needed) mutually by both the parties, based on the research outputs/outcomes.

2.3 This MoU may be modified /amended by mutual written agreement at any time by either party upon written notification signed by the competent authority of the party.

2.4 The modification/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

2.5 The MoU may be terminated prematurely by either party with mutual agreement by giving prior notice. Such notification must be given to the other party at least three months in advance from the effective date of termination.

2.6 All joint activities not completed at the expiration of termination of the MoU may be continued until their completion under the terms of this MoU.

3. MANAGEMENT

The Chairperson, DOP-KUK and Chairperson, DOP-CDLU, Sirsa will be responsible to work out operational details of co-operation between the two departments and ensure proper and effective implementation of this MoU.

4. RESEARCH COLLABORATION

DOP-KUK and DOP-CDLU will work on mutually agreed collaborative research projects funded by one or both parties and/or by a third party in areas of mutual interest. Each research collaboration will require the approval of competent authorities of both the parties.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 DOP-KUK and DOP-CDLU will be expected to ensure protection of the intellectual Property Rights (IPRs) generated during the student's research work. KUK and CDLU shall be the joint

applicants for IPRs and the students and involved faculty members shall be included as the inventor/breeder/author. Finances involved for all types of IPR filing, publishing, grant, maintenance etc. shall be equally shared by KUK/CDLU.

5.2 Each party will ensure appropriate protection of IPRs generated from co-operation pursuant to this MoU. IPRs, research publications and benefits arising out of collaborative research under these agreements shall be jointly sought/owned/shared by KUK and CDLU on case to case basis as per extant rules.

5.3 In case of evaluation of already developed technology/product, IPRs shall rest with the providing party of the particular product/technology. The parties shall not assign any rights and obligations arising out of the IPRs generated to inventions/activities carried out under the MoU to any third party without the consent of the other party.

6. CONSEQUENCE OF BREACH AND PENALTIES

6.1 It shall be obligatory on part of either party to ensure timely research implementation and facilitation as per the pre-approved work plan as agreed upon in the MoU.

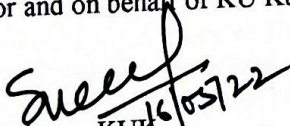
6.2 In the event of breach of any term or conditions of this agreement, either party shall have the right to terminate the agreement and recover costs incurred that are associated with the project.

This MoU has been executed in three originals, two of which has been retained by the **First Party** and the other by the **Second Party**.

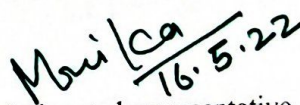
In WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

7. SEAL OF PARTIES


For and on behalf of KU Kurukshetra

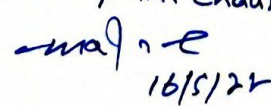

Registrar, KUK
(Signature of First Party)
16/05/22

For and on behalf of CDLU, Sirsa


Registrar/his/her designated representative, CDLU
(Signature of Second Party)
Ch. Devi Lal University
Sirsa-125055

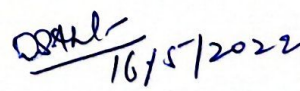
Signed by Witnesses:

1. 
Prof. R.K. Chauhan, Dean Sciences
K.U.K.
16/05/22

2. 
16/5/22

(Dr. Fakir Chand
Chairman, Physics Dept.) (4)
K. U. Kurukshetra

Signed by Witnesses:

1. 
16/5/2022
(Dr. Dharamvir Singh)
Chairperson
Dept. of Physics
CDLU, Sirsa

2.