

**Memorandum of Understanding
On Academic Cooperation
Between**



ସରକାରୀ ବିଜ୍ଞାନ ମହାବିଦ୍ୟାଳୟ, ଛତ୍ରପୁର, ଗଞ୍ଜାମ, ଓଡ଼ିଶା
Government Science College, Chatrapur, Ganjam, Odisha

Between
Principal, Government Science College, Chatrapur
And



Principal, Ganjam College, Ganjam

The Parties;

Principal, Government Science College, Chatrapur and Principal, Ganjam College, Ganjam recognizing the benefits to their respective institutions conclude this Memorandum of Understanding (hereinafter: "MoU").

1. The purpose of this MoU is to develop academic and educational cooperation and to promote mutual understanding between the two institutions.
2. Each Party agrees to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.
 - Exchange of students
 - Conducting lectures and organizing symposia
 - Exchange of academic information and materials
 - Promoting other academic cooperation as mutually agreed
 - Conducting research projects if any
3. The development and implementation of specific activities based on this MoU will be mutually negotiated and agreed between the two institutes which carry out the specific tasks. Each Party agrees to carry out these activities in accordance with the laws and regulations of the respective establishments after full consultation and approval.
4. It is understood that the implementation of any of the types of co-operation stated in Clause 2 shall depend upon the availability of resources and financial support of the institutions concerned.

E. S. W. A.
Principal
Ganjam College
Ganjam

[Signature]
2.4.11
Principal
Govt. Science College
Chatrapur (Gm.)

5. Both Parties agree that prior written approval is required before using the other Party's name, logo or other Intellectual Property rights in any advertising or associated publicity.
6. This MoU may only be amended or modified by a written agreement signed by the representatives of each Party.
7. This MoU is valid for a period of ten years from the date of signing by the authorized signatories of each Party. Each Party shall review the status of the MoU at least three months before the end of the ten-year period to determine whether it wishes the MoU to continue and, if so, any modifications that might be necessary. The period of validity of this MoU may only be extended by the mutual written consent of both the institutions.
8. This MoU may at any time during its period of validity, be terminated by one of the institutions upon prior notice to the other in writing not later than six months before the termination date.
9. The institutions may disclose certain confidential information to the other in relation to any future proposal made under this MoU. Each Party therefore agrees that the contents of this MoU and the negotiations in relation to any future proposal remain strictly confidential and each institution hereby undertakes not to disclose the same to any third Party, without the prior written consent of the other Party except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).

E S W a
Signed for and on behalf of _____
Principal, Ganjam College, Ganjam
Ganjam College
Ganjam

Name: *Sri Simanchala Bhole*

Position: *Principal*

Date: *02.04.2024*

[Signature]
2.4.24
Signed for and on behalf of _____
Principal,
Government Science College, Chatrapur
Principal
Govt. Science College, Chatrapur (Gm.)

Name: *Dr Arun kr Tripathy*

Position: *Principal*

Date: *02-04-2024*

Memorandum Of Understanding (MoU)

This Memorandum of Understanding (“MOU”) is made on the 30 April 2024 (Tuesday) between NIST University (formerly National Institute of Science and Technology, Autonomous), located at Institute Park, Pallur Hills, Berhampur, Odisha - 761008 (hereinafter referred to as “NIST”); and Government Science College, Chhatrapur, Odisha 761020 (hereinafter referred to as “GSC”); which shall hereinafter be collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS

(A) NIST University (www.nist.edu) was established as the first engineering college of southern Odisha under Berhampur University in 1996. It was upgraded to autonomous status in 2018. In December 2023, it was declared a private state university by the Govt. of Odisha through the National Institute of Science and Technology University, Odisha act 2023. Located at foothills of Palur Hills in Berhampur, spanning over sixty acres of lush green campus, NIST is a premiere research institute in the country offering undergraduate, graduate, and Ph.D. program in Engineering, Science, and Management.

NIST has set benchmark through its outstanding academic programs, quality education, and cutting-edge multidisciplinary research in the areas such as VLSI Design, Data Science, High Performance Computing, IoT, Renewable Energy, and Mechatronics etc. NIST faculties are among BOYSCAST and Fulbright scholars, INSA fellows, USRI scientist and Samant Chandraskehar young scientist award recipients including other achievements. NIST has over twenty Centers of Excellence (CoE) and three Centers of Research Excellence (CRE) where students, faculties, and scholars do collaborative research in areas spanning from embedded system, nanotechnology, robotics, analytics, parallel processing, 5G communication to renewable energy. NIST faculties and scholars are recipient of significant research grants from multiple international and national organizations like DST SERB, DST WOSA, DST AMT, MHRD, UGC, AICTE etc. NIST has research collaboration with universities around the globe [e.g., IAMS (Taiwan), Univ. of Electro-Communication (Japan), Brunel University (London), and NJIT (USA) ...] and strong industry-academia partnership with multiple industries in different sectors. NIST has a vision for providing platform for enabling excellence and co-innovation for society and industry. NIST’s “Student First” policy is focused on students to accomplish academic & research excellence in addition to career opportunities and overall personal/professional development.

NIST was accredited NAAC "A" in 2014. It is ranked 69th by NIRF, MHRD (Govt. of India) in 2016, 69th in All-India by DATAQUEST in 2017, and 58th and 60th in all India by OUTLOOK in 2018 and 2019 respectively. Times Engineering Survey has ranked the institute all India 46th in 2023.

- (B) Whereas Government Science College, Chatrapur is the premier college of south odisha. The untiring efforts of the few dedicated and enlightened souls of Chatrapur for over a decade resulted in the establishment of this college on July 8, 1969 under a private management with only Arts and Science streams. The college then made rapid strides. First Year Degree Course in Arts and pre-professional classes in science started in 1970.

In 1982, when the private management was taken over by the Government, teaching in a number of honours and post-graduate departments were introduced. Introduction of 10+2+3 pattern in Higher Education, Odisha was done in 1983 and the 3-Year Degree course was introduced in 1985. Physics and Chemistry honours started in 1989-90.

At present, the college offers UG and PG courses under 13 departments. It also has NCC, NSS and Youth Red Cross Society. The college was accredited by NAAC in 2017.

- (C) The Parties are desirous furthering inter-institute collaboration though the pursuit of joint research and development activities in areas of mutual interest, and shall by joint agreement; determine the areas and subject of such collaboration.
- (D) This MOU sets out the general understanding of the Parties' collaboration in academics, research and student progression.



1. ACTIVITIES AND COORDINATION.

- 1.1 The Parties agree to cooperate on research and project activities and in the following areas in accordance with their respective needs and objectives:

(a) Quality improvement in academics through collaboration on

- (i) Organizing workshops, seminars and FDPs.
- (ii) Student internships and projects.
- (iii) Development of study materials.
- (iv) Laboratory support including virtual labs.
- (v) Teacher exchange programs.

(b) Collaborative research activity leading to publication and patents in domains of mutual interest through IQAC collaboration.



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- (c) Conducting employment-oriented skill training programs leading to certification and placement activities through IQAC/skill development cell/ placement cell.
- (d) Career counseling by external experts/ prominent alumni.
- (e) Joint project application to government agencies/ non-government entities through collaboration of research committee/cell.
- (f) Promotion of startup and entrepreneurial career choices with support of NIST Incubation Foundation.

(Collectively referred to as “the Activities”).

- 1.2 To implement the purpose envisaged under this MOU, representatives of the parties may meet periodically to conclude definitive projects (“Projects”) or activities including their financing for each activity and possible collaboration with other parties, consultancy from professors and including start-ups incubated/incorporated within the purview of NIST and GSC.

For furthering the skill development activities, NIST shall provide assistance for establishment of a Skill Centre at GSC on the interest of GSC.

Both parties will designate a representative to initiate and coordinate the Projects. The coordinators from each Party may meet to review progress of the implementation of the agreed Project, define new areas of collaboration as well as to discuss matters related to this MOU.

The coordinator from the NIST in the first instance shall be **Dr. Sushanta Kumar Sahu**, Associate Professor, Dept. of Mechanical Engineering and the coordinator from GSC in the first instance shall be **Sri. Badal Sahoo**, HoD, Dept. of Mathematics.

2. INTELLECTUAL PROPERTY & FUNDING

- 2.1 Any specific financial arrangement related to the Projects will be in accordance with the definitive agreements to be entered into between the Parties (“Project Agreements”).
- 2.2 No Project funding shall be made without a Project Agreement.
- 2.3 All inventions, discovery, development or other intellectual property including but not limited to copyrights, patents and industrial designs resulting from the Project shall be owned by NIST and GSC.
- 2.4 This MOU or any Project Agreement under this MOU does not affect the ownership of any background intellectual property of a Party or in any other

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technology, design, work, invention, software, data, technique, know-how, or materials of such Party that are not results of a project under this MOU. The intellectual property in them will remain the property of the Party that contributes them to a project.

3. CONFIDENTIALITY

3.1 "Confidential Information" means any and all information in whatever form provided by the disclosing Party and relating to the Activities, provided such information is either (a) marked as confidential at the time of disclosure; or (b) if not in a form that can be readily marked (e.g., in oral, visual or electronic form), is identified by the disclosing Party as confidential at the time of disclosure; or (c) if, given the circumstances of the disclosure, the receiving Party reasonably ought to know that it should be treated as confidential. No disclosure under this MoU or Project Agreements shall be considered an offer to sell or a public disclosure.

3.2 The Parties acknowledge and agree that they will maintain the secrecy and confidentiality of Confidential Information received from the disclosing Party under this MoU or Project Agreements. Receiving Party will not disclose Confidential Information of the disclosing Party to any third party without prior written authorization from the disclosing Party, except that Receiving Party may share the Confidential Information on a need-to-know basis with (a) Receiving Party's Affiliates, or (b) to the extent they are subject to a non-disclosure obligation, receiving Party's contractors, agents, students, employees, or representative performing the Activities for receiving Party. Receiving Party will only use the disclosing Party's Confidential Information for the Activities stated in this MOU or Project Agreements. Receiving Party will not remove any confidentiality, proprietary, or other similar markings from Confidential Information. Receiving Party also agrees to adopt measures to protect the secrecy and confidentiality of Confidential Information that are reasonable under the circumstances and that protect the disclosing Party's Confidential Information with at least the same degree of care, but in any case, no less than a reasonable degree of care, as receiving Party uses to protect its own information of a like confidential nature. During the work under this MOU or Project Agreements, the parties will not use or disclose to each other any confidential information owned by a third party, unless the disclosing party has written authorization to do so.

3.3 The obligation imposed, under this Agreement, on either Party shall not apply to information (i) which is known to the public other than by breach of this MOU, (ii) Information which a Party can show was in its possession before

receiving it from other Party, (iii) Information which a Party receives from a third party without restraints as to disclosure thereof, (iv) Information which is required to be disclosed by reason of law or order of a court of a competent jurisdiction. The Party requested to disclose such information shall beforehand notify the other Party of any such requirement and consult with the other Party regarding the manner of such disclosure.

- 3.4 No rights in any intellectual property rights are licensed or transferred from the disclosing Party to receiving Party under this MOU or Project Agreements except as expressly provided under a Project Agreement. Receiving Party will not obtain any rights, expressed or implied, in Confidential Information of the Disclosing Party.
- 3.5 The obligations of confidentiality set out in this Clause shall carry on in force for a period of two (02) years from the termination or expiry of this MoU.
- 3.6 Without regard to principles of conflicts of law, Clause 3 shall be construed according to the laws of India.

4. TERM OF MOU

- 4.1 This MOU shall commence on the date of this MOU above and shall remain in effect for a period of five (05) year. Either party may terminate this MOU by giving thirty (30) days prior notice to the other Party. This MoU can be extended by mutual written agreement of both Parties. The termination of this MoU shall not affect the implementation of the projects/activities established under it prior to such termination.

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5. DISPUTE RESOLUTION

5.1 The Parties shall use their best endeavours to settle amicably any difference or dispute arising under or in connection with this MOU by consultation and negotiation. If a dispute cannot be settled through such consultations, upon the request of either Party with written notice to the other Party, any such dispute shall be resolved by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The place of arbitration will be the city of Berhampur.

6. USING TRADEMARK

So long as this Agreement is in effect, both the parties shall have right to use trademarks or trade names connection with its activities hereunder, in a Project Agreement and any related presentation.

IN WITNESS WHEREOF the Parties have caused this MOU to be executed on the date first above written.

Acknowledged and agreed by:

Government Science College, Chhatrapur

NIST University, Berhampur

By:

Print Name: Dr. Ajay Kumar Tripathy

Title: Principal

Date:

Seal:

[Signature]
30.4.24
PRINCIPAL
Govt. Science College
Chatrapur (Gm.)

Witness:

Badel Sahu
30/4/24
Laxmi Navayan Saha
30/4/24

By:

Print Name: Dr. Bishnukar Nayak

Title: Registrar

Date:

Seal:

[Signature]
30.04.2024
Registrar
NIST UNIVERSITY

Witness:

Susanta Kumar Poluyan
30-04-24
Sushanta Kumar Sahu
30/04/2024

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Annexure-1

Proposed calendar for periodic execution of general activities

Sl #	Activity Name	Frequency, Date (if any)	Remark
1.	IQAC review and planning meetings	Last week of every quarter.	Internal activity of GSC
2.	Career guidance seminar <ul style="list-style-type: none">• General Audience• Discipline specific	Once every semester in the beginning two weeks • as per convenience	Resource person can be local renowned successful person, or from outside.
3.	Faculty Development Program	At least one per semester (as per convenience)	On topics relevant to GSC.
4.	Monthly Seminar: Recent trends in Research and Innovation/ Pedagogy/ Education (Multi-disciplinary)	Every month in third week	Resource persons may be invited from Berhampur Research Cluster: BU, NIST, IISER, RCP, PMEC, ZSI etc.
5.	Student workshop on rural entrepreneurship, startups etc.	As per convenience	Resources to be provided by NIST Incubation Foundation
6.	Student counselor/mentor meet	Every quarter	Framework of faculty monitored and student led counseling to be discussed in subsequent coordination meeting.

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7.	Calendar activities as per IIC under MoE	As per IIC calendar	IIC cell to be established by GAC to carry out this task.
8.	Discipline specific skill workshops	As per convenience	To be conducted by NIST on pro-bono basis. Hostel accommodation and local logistics to be provided by GSC.
9.	Science Exhibition / Skill exhibition	Annual event (preferably Dec 2 nd week)	Local logistics to be arranged by GSC.

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