

उत्तर प्रदेश UTTAR PRADESH

EP 839373

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) made and executed on this the 20 day of December, 2018 at <u>Kanpur</u>, India.

BY AND BETWEEN:

The Indian Academy of Sciences (hereinafter referred to as "the Academy" which term shall mean and include its successor in interest, representative by whatever name called under any law in force in India and assign in law under expressed terms), a society registered under the Societies Registration Act, 1860 (Central Act no. 21/1860) represented by its executive Secretary, Sri N. Maheshchandra having its office t C. V. Raman Avenue, Sadashivanagar, Bengaluru-560 080 of the one part.

AND

C. S. J. M. University (hereinafter referred to as "the University" which term shall mean and include and include its successor in interest, representative by whatever name called under any law in force in India and assign in law under expressed terms) established by Chhatrapati Shahu Ji Maharaj University, Kanpur, represented herein by its Vice-Chancellor, Prof. Neelima Gupta, having its office at Chhatrapati Shahu Ji Maharaj University, Kanpur of the other part.

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WHEREAS

- The Academy has initiated a programme of Refresher Courses in Experimental Physics and its exploring effective ways and means of spreading the same by way of acknowledging the efforts and yeoman services of and expression of its gratitude to a most senior academician, Professor R. Srinivasan of the Academy who developed the same and whose intellectual output they said the programme is;
- B) The said Refresher Courses conducted by Professor R. Srinivasan/ Dr. C. S. Sundar have been jointly implemented by three National Science Academics, namely, (a) Indian Academy of Sciences, Bengaluru (b) Indian National Science Academy, New Delhi and (c) The National Academy of Sciences, India, Allahabad. These Courses are supported by the Indian Academy of Sciences.
- C) and the said Refresher Courses have been a commendable success with contribution in no small measure for the same from Dr. C. S. Sundar, Dr. K. R. Priolkar and Dr. T. G. Ramesh who have played a significant role in bringing about that success.
- D) The Academy has an intense desire to ensure continuity and enlarge the said activity of conducting these Refresher Courses;
- The Academy has considered the idea of having a few centres in the country with highly motivated and enthusiastic faculty to conduct two or three of these Refresher Courses every year, as is convenient in the prevailing circumstances, for participants selected on an all-India basis.

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- F) The Academy is anxious that the quality of the experiments conducted and instructions imparted in the said Refresher Courses are maintained at the same high standards as managed so far;
- G) In the above facts and circumstances, it is found desirable and expedient that the Academy and the University enter into a workable arrangement through a MoU for achieving both meaningful participation and appreciable results;

NOW THEREFORE, THIS MOU SHALL WITNESS AS FOLLOWS:

I. Obligations, duties and responsibilities of the University:

- [1] The University shall follow the guidelines for Refresher Courses as formulated and as provided by the Academy from time to time.
- \$2. The University shall present the budget to the Academy for each Course in accordance with the norms proposed by the Academy from time to time and the Academy after careful scrutiny will approve the same. The Academy may suggest modifications as it deems fit and necessary and the University shall abide by them.
- 3. The University shall make available standard laboratory items like oscilloscope, resistance boxes, multimeters etc. for use during these courses.
 - 4. The text of the announcement for each Course shall be prepared by the University and sent to the Academy for approval at least four months in advance for publication in the relevant journals of the Academy as well as in other media.
 - 5. The University will make available the required and adequate space, furniture and fixture, power, water and gas and any other things which may be a basic requirement for the making up of a full-fledged laboratory to conduct a Course for up to 30 (thirty) participants at a time for a period not less than 16 days at a stretch.
 - 6. The University shall make available reasonable hostel\guest house accommodation for outstation participants\resource person during the whole period of such Courses. Such hostel accommodation and guest house as the case may be shall be made available for occupation immediately on arrival of the participants and resource persons respectively, at the venue or in nearby institutions.
- 7. The University will ensure that the participants and the resource persons are well taken care of as regards boarding during their stay in the hostel or guest house as the case may be through the duration of the Course.
- 8. The certificates to be issued to the participants on successful completion of the Course should be according to the format prescribed by the Academy.
- 9. The University within a month shall submit to the Academy a report on the organized Course along with statement of expenditure and utilization certificate for the grant released by the Academy.

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The Department of Physics, UIET, CSJM University, shall take care of obligations, duties and responsibilities mentioned above (1-9) on behalf of CSJM University and there will be no financial (Commitment) liability on the University.

II. Obligations, Duties and responsibilities of the Academy

- 1. The Academy, on its part, will ensure the availability of equipments for conducting the Courses if there is any future requirements based on the scheduled Courses. The equipments to be made available are as follows:
- (a) three standard kits;
- (b) items that are optional for the participants for purpose of experiments conducted in the Course.
- (c) items at (a) and (b) above are manufactured for and under license from the Academy.
- (d) the hard and soft copies of the manual of the Course will be provided by the Academy.
- 2. The University will submit a list of experiments to be included in a Course to the Academy at least two months in advance. The Academy will acknowledge the said list of experiments and give its approval for the same with its own suggestion, if necessary.
- 3. The list of experiments will include, generally, experiments described in the manual referred to above and those experiments can be conducted with the kits supplied by the Academy.
- 4. The University will issue certificates to all the participants at the conclusion of each Course. The format of the certificates must be approved by the Academy.
- 5. The Academy will release to the Registrar of the University 75% of the grant 2- months in advance before the start of the Course and the balance grant after submission of financial statement and utilization certificate.

III. Duration, amendment and renewal:

This Memorandum of Understanding shall be in operation for a period of five (5) years from the date of last signatory of this MoU or until terminated by either party with thirty (30) days written notice sent by registered or certified post or via air mail or via courier or by e-mail (which shall be acknowledged by the other party) to the Parties at the registered address mentioned as above.

Either parties herein shall be at liberty to propose and get incorporated in writing into this MoU any amendment by way of addition, deletion or alteration with the written consent of the other party.

The parties herein, by mutual consent may renew this MoU for another duration to be decided by them, before the expiration of the said five years.

IV. Settlement of disputes:

Any difference or dispute between the parties concerning the interpretation and or implementation and/or application of any of the provisions of this MoU shall first be settled amicably through mutual

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consultation and\or negotiations between the parties. In the event of non- resolution, reference shall be made to an arbitrator, jointly appointed by the Parties who shall adjudicate the dispute or difference in question and shall be held in the Academy premises, Bengaluru.

V. Cause of Action:

Any cause of action arising out of this MoU will be governed by and construed in accordance with the laws of India and shall be subjected to the jurisdiction of the Courts in Bengaluru.

In witness of the parties herein have set and subscribed their signatures and seal to this MoU and in the presence of witnesses one each from the Academy and the university on the day, month and year first above written.

Jun/2/1/11,

Signed by

Registrar

24/01/19 AEGISTRAR

Signed by C.S.J.M. University

Executive Secretary

Signed by

Registrar 1

COMPLETE VALUE

CSJM University, Kanpur

(Stamp & seal)

Witness:

1. Dr. (Lam Janma

(From CSJM University, Kanpur)

2. Dr. Ravindag Nath

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