# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) made and executed at Jaipur on August 3, 2021 between JAI NARAIN VYAS UNIVERSITY, JODHPUR, having its campus at Residency Road, Jodhpur (hereinafter referred to as JNVU, Jodhpur which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

### And

HARIDEV JOSHI UNIVERSITY OF JOURNALISM AND MASS COMMUNICATION, JAIPUR having its office at Rajiv Gandhi Vidhya Bhawan, Shiksha Sankul, JLN Marg Jaipur (hereinafter referred to as HJU, Jaipur which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

### Whereas

Jai Narain Vyas University, Jodhpur holds the distinction of being premier state University of higher learning in Rajasthan. It was established in 1962 by Jodhpur University Act (Act XVII) and recognized from the time of its inception under sections 2f and 12B of UGC Act. The main objective of the University has been the creation and dissemination of knowledge.

## And Whereas

Haridev Joshi University of Journalism and Mass Communication , Jaipur is a State University of Rajasthan established under the provisions of The Haridev Joshi University of Journalism and Mass Communication, Jaipur Act , 2019 (Act no. 11 of 2019) to develop the University into a national center of teaching, training and research in the field of Journalism and Mass Communication and allied fields, including Applied Information Technology imparting skill education and training in the state of Rajasthan.

## 1. Scope of MoU:

Both the parties in principle agree to work in the following areas of collaboration:

- a) cooperate in the exchange of information relating to their activities in teaching and research in fields of mutual interests.
- b) collaborate in curriculum development for skill education and General education
- c) provide mutual access to facilities for the academic purposes as mutually agreed between the parties prior to commencement of the activity:
- d) conduct short courses, as mutually agreed in writing between the parties prior to commencement of this activity:
- e) areas of collaboration may be proposed by either institution and may include, but are not limited to:

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- i. Joint teaching, research, or cultural activity;
- ii. Mobility of faculty, scholars, and students between institutions;
- iii. Staff professional development;
- iv. Sharing or creation of educational materials and resources;
- v. Participations in seminars and academic meetings;
- vi. Organizing Special Short Term Academic Programs;
- vii. Exchange of Academic Materials;
- viii. Creation and sharing of electronic instruction media;
- ix. Any other item agreed in Collaboration Coordination Committee meeting.

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.

## 2. Commencement and Validity:

- 2.1 This MOU shall be in effect for a period of FIVE years from the date of signature. Either party may request termination of this agreement, in writing, Thirty (30) 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.

### 3 Coordination Committee:

To facilitate this MOU, a JNVU-HJU Collaboration Coordination Committee (CCC) will be formed. The CCC will be composed of four members from each of the Institutions including one Chair and one Liaison from each Institution. It is the CCC's responsibility to carry out collaboration-related duties and to report to the Vice-Chancellor of both Institutions. The CCC will be notified.

4 Commercials:

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Both the Parties shall work out commercials with respect to each individual work plan separately. In no case any financial or academic liability on one party would be transferrable on the other party.

### 5 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.

## 6 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.

## 7 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.

#### 8 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.

## 9 Assignments:

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.

### 10 Terminations:

- 10.1 In case of breach of contract both parties may, without assigning any reason, terminate this Memorandum of Understanding at any time by giving to the other party three month notice in writing sent by registered post or Speed Post or Courier.
- 10.2 Without prejudice to any other remedies both Parties shall have the right at any time by giving notice in writing to each other for terminating the Memorandum of Understanding forthwith in any of the following events:

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- 10.2.1 Any of the parties commit the breach of any of the terms or conditions of this Memorandum of Understanding.
- 10.2.2 Any party enters into liquidation, whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or compounds with creditors or takes or suffers any similar action in consequence of debt or in the case of an individual or a partnership.
- 10.2.3 Any of the parties are guilty of any conduct which legally is prejudicial to the contract's interests.
- 10.2.4 No party shall have authority to purport or assign the burden or benefits or charge the benefits of this Memorandum of Understanding without the consent in writing of the other Party.

## 11 Force Majeure

11.1 If the performance of the obligations under this Memorandum of Understanding is prevented by reason of any contingencies, which could have been reasonably avoided and are beyond the control of the parties, the party so affected shall not be liable to the other for damages to the extent of such prevention. Such contingencies include strikes of workers, fire, flood, explosion, riots sabotage, acts of God and war or enemy action.

### 12 Notice

12.1 Save as hereinbefore otherwise provided, any notice required to be given hereunder shall be sufficiently given to each other if forwarded by registered post, speed post, courier, to the last known postal address of the parties. Every notice shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address to which it was sent.

## 13 Indemnity:

13.1 Both parties shall indemnify the each other against all losses, damages or claims that may arise out of any unauthorized representations made by their employees or representatives.

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In witness thereof the parties have set their hands and seal on the day month and year first written.

For

Jai Narain Vyas University, Jodhpur

For

Haridev Joshi University of Journalism and

Mass Communication, Jaipur

(P. C. Trivedi)

(Vice-Chancellor, JNVU)

(Vice-Chancellor, HJU)

Witness:

Witness:

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Jai Narain Vyas Univarsity JODHPUR (Raj.)