

LOGO
of
Party/Organizat
ion



Memorandum of Understanding (MOU)

Insert Title

Between

Andhra University,
Visakhapatnam – 530003
Andhra Pradesh

and

Party / Organization

Signed on:

(DD/MM/YYYY)

Memorandum of Understanding

Insert Title

This Memorandum of Understanding (hereinafter called the "MoU") is made on the (DD/MM/YYYY) between the _____ as the 1st party and Andhra University, Visakhapatnam, Andhra Pradesh as the 2nd party.

Now, therefore, in consideration of terms and conditions contained herein, the parties hereto agree as follows:

1 Preamble

(i) Name of the Party/ Organization

(ii) Andhra University, Visakhapatnam

Andhra University, located in Visakhapatnam, Andhra Pradesh, India, is one of the oldest and most prestigious institutions of higher education in the region. Andhra University was established by the Madras Act of 1926 and was initially a part of the University of Madras. It was later recognized as an independent university by the Government of India. The university was set up with the objective of promoting higher education and research in the region. The university was established with the primary aim of catering to the educational needs of the people in the northern coastal region of Andhra Pradesh. It was initially founded to offer undergraduate and postgraduate courses in arts and sciences. Andhra University is known for its strong academic curriculum, research output, and the development of numerous programs in science, arts, engineering, and social sciences. It is particularly renowned for its engineering and technological research. The university's campus is spread over 422 acres and is equipped with modern infrastructure and research facilities. It includes a central library, computer labs, hostels, sports complexes, and other amenities to ensure a holistic academic environment for students. Andhra University has a rich history of contributing to the educational and social development of the region. Today, it continues to be a major educational institution in Andhra Pradesh, shaping the future of thousands of students across a range of disciplines. Currently Andhra University is celebration centenary celebrations across the campus.

2 Purpose /Need for MOU

3 Parties involved in MOU

First Party: _____

Second party:Andhra University, Visakhapatnam
Andhra University, Visakhapatnam,
Andhra Pradesh – 530003.

4 Authorised Signatories

| First Party | Second Party |
|-------------|---|
| | Registrar, Andhra University, Visakhapatnam-530003. |

5 Functionaries and Contact Details

| First Party: Name of the party/Organization | | | | |
|---|------|-----------------|-----------|--------|
| Sl. No. | Name | Contact address | Telephone | e-mail |
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| Second Party: Andhra University, Visakhapatnam | | | | |
|--|------|-----------------|-----------|--------|
| Sl. No. | Name | Contact address | Telephone | e-mail |
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6 Date of Signing, Effective Date and Duration of MOU

Date of Signing: The date of signing in MOU shall be the date on when both parties sign the document.

Effective Date: The effective date of MOU is the date of signing the MOU.

Duration of MOU: This Memorandum of Understanding is operative initially for a period of five years from the date of signing the Memorandum of Understanding. Later, renew after (5) five years and extension of contract shall be as per mutual consent. It can be terminated by either party by giving a written notice of 60 days. The termination of this MOU shall not affect the validity and duration of any arrangements, agreements, programs, activities, and projects made under this MOU until completion of such arrangements, agreements, programs, activities and projects.

7 Scope of Work:

Key interfaces for Exchange

First Party: Name of the party/Organization

1. _____
2. _____
3. _____
4. _____
5. _____

Key interfaces for Exchange

Second Party: Andhra University

1. _____
2. _____
3. _____
4. _____
5. _____

8

| Nodal Officer and Point of Contact from (Name of the party/ Organization) | | | | |
|---|------|-----------------|-----------|-------|
| S.No | Name | Contact Address | Telephone | email |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

| Nodal Officer and Point of Contact from Andhra University, Visakhapatnam. | | | | |
|---|------|-----------------|-----------|-------|
| S.No | Name | Contact Address | Telephone | email |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

9 Applicable documents (If any)

1. _____
2. _____
3. _____

10 Guidelines on data/Security

- Prior permission from both the parties is required for publishing any research work
- The concerned personnel from both the organizations will be co-authors in the publications and viceverse.
- Sharing data/ information is not permitted with any 3rd party.

11 Consideration and Schedule of Prices

Both the parties shall bear all costs relating to their own staff, transportation, office establishment etc. associated with the activities as laid out at points of understanding in preceding paragraphs.

12 Training

Suitable training towards the data downloading, processing and analysis will be provided to the identified persons of the 1st and 2nd parties by the experienced resource persons of both the Parties.

13 Activity Monitoring

Periodical monitoring of the assigned activities will be followed up by internal monitoring mechanism at both the organizations from specific confirmed review.

14 Confidentiality

"All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purposes other than that specified, without the prior written consent of the other Party.

All the parties will maintain utmost confidentiality in data sharing. Both partners undertake, during the tenure of the MOU and thereafter, on their behalf and on behalf of their employees/representatives/associates to maintain strict confidentiality and prevent

disclosure thereof all the Information and data exchange/ generated pertaining to work, under this agreement/MOU. However, the data can be published and shared jointly for scientific publication with mutual written consent of both the parties

All Confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that this MOU and the disclosure of the confidential information do not grant or imply any license or interest or right to the Recipient in respect to any intellectual property right of the other Party.

Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MOU will not be transmitted to a third party, unless otherwise agreed by the Parties in writing.

15 Intellectual Property Rights

The Intellectual property that is (know-how/process/design/technique/ copyrights) generated in the Programme executed shall be owned by the respective parties depending on their respective contributions. Wherever, any of the above work executed in a collaborative way, the extent of the ownership shall be decided mutually, depending on the relative inputs (intellectual/ technical/ financial/physical) made by the parties here to the Programme.

All disputes concerning intellectual property rights and other commercial rights arising out of any activities performed under this MOU or agreement related thereto shall be settled through mutual deliberations in terms of applicable laws.

(name of the party) and Andhra University are the joint holders of intellectual property like derived data, documents generated etc.

16 Commercialization

In case of research results obtained through joint activities under this MOU concerned Parties will apply as co-applicants for the protection of intellectual property rights in India. Commercialization in any other country shall be done jointly through a separate agreement.

17 Publications

Any Publication, document and/or paper arising Out of joint work conducted by the parties on to this MOU will be jointly owned. The publications (research papers, reports etc.,) shall be in the names of research workers, wherein it will be duly acknowledged that the work has been carried Out under collaborative programs between the parties. However the data can be published and shared jointly for scientific publication with mutual written consent of both the parties involved in the respective projects. The use of the name, logo and/or official emblem of the parties on any publication, document and/or paper will require prior permission of both the parties. It may however be ensured that the official emblem and logo is not misused. intellectual property rights arising Out any activities performed under this agreement/MOU shall be settled through mutual deliberations or procedures established under applicable laws and Rules made there under.

18 Modifications to MOU

The collaboration is made after detailed discussions. However, if any change in scope of work or modifications w.r.t. to duration of MOU/ Technical issues/ Deliverables etc. are required, the same will be done through mutual written consent from concerned parties and the same will be treated as amended to this MOU. The modifications/ changes shall be effective from the date on which they are made, unless otherwise agreed upon.

19 Governing Law

This MOU is hereby concluded in terms of understanding of the parties about the law of MOU and intended to regulate by relevant applicable Indian laws, policy and conventions.

20 Force Majeure

Neither party shall be held responsible for non-fulfilment of their respective obligations under the agreement due to the exigency of one or more of the unforeseen events such as but not limited to Acts of God, war, flood, earthquake, strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

21 Indemnity

Either Party ("Indemnifying Party") shall indemnify and keep indemnified the other Party ("Indemnified Party") against any and all claims, direct losses, injuries, liabilities, reasonable costs and expenses, direct damages, actions or proceedings which may be made or taken against the Indemnified Party by any person arising out of any breach, action or inaction of the Indemnifying Party under this agreement. In no event whatsoever, the Indemnifying Party shall be liable to the Indemnified Party for any loss of revenue, loss of profits, rights or services, incidental, indirect or consequential damages arising from or related to this agreement.

22 Dispute Settlement Mechanism

In case of any dispute or difference of opinion or interpretation of the MOU arising Out of the activities performed under the provisions of this contract or related document not amicably resolved completely by mutual discussion or consultation between the parties within thirty days (30), the entire matter shall be referred to the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) for settlement of any such commercial disputes and the procedure mentioned in the Office Memorandum Dated 22d May, 2018 and others OM subsequently issued by Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises shall apply in consonance with applicable Indian laws and public policy.

Notwithstanding anything contained in above para, in case of any dispute or difference of opinion falling under the exception to the ambit of Administrative Mechanism for

Resolution of CPSEs Disputes (AMRCD) the party to this contract/agreement/MOU with mutual consent may take recourse of any alternative dispute settlement mechanism including arbitration for settlement of such disputes as per applicable law and procedure.

Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this MOU without prejudice to a final adjustment in accordance with such award

23 Jurisdiction

Only the competent Courts in Visakhapatnam, State of Andhra Pradesh shall have jurisdiction to entertain the legal proceedings arising out of this MoU.

24 Termination: (for Cause, Convenience and Force Majeure)

On completion of MOU duration, as stated in the Clouse No. 5, the MOU ceases to exist. During the tenure of the agreement, either Party may terminate and nullify this Agreement/MOU by providing prior written notice of 30days to the other party for any of the reasons -Couse/convenience/Force Majeure.

* Termination for Convenience: For convenience without assigning any reason.

* Termination for Couse: For the breach of any obligations/responsibilities/conditions of this agreement by the other party, with an opportunity to cure/rectify such a situation within thirty (30) days to the defaulting party and no remedial action is taken to the satisfaction of the aggrieved party.

* Termination for Force Majeure: in the event of "Force Majeure"

*** Obligations upon Termination**

Following termination or expiration of this Agreement, in addition to any other obligations existing hereunder or otherwise at law or in equity:

* The rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement if any shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.

* The agreement arrived at between the parties hereto for the utilization of the intellectual property (defined in Clouse #15.0) shall survive the termination of the agreement.

25 Seal of Parties

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day month and year herein before mentioned.

| | |
|-----------------------------------|--|
| First Party | Second Party |
| For and on behalf of | For and on behalf of Registrar ANDHRA UNIVERSITY Visakhapatnam |
| Signature | Signature |
| Seal | Seal |
| Witness (Name and Address) | Witness (Name and Address) |
| 1. | 1. |
| 2. | 2. |

Annexure – A

Accreditations & Rankings of Andhra University

| The National Assessment and Accreditation Council (NAAC) | |
|--|--|
| Grade | A++ |
| Score | 3.74 / 4.00 |
| Validity | 7 years (November 2023 to November 2030) |

| National Institutional Ranking Framework(NIRF) | | | |
|--|------|------|------------|
| Category | 2023 | 2024 | 2025 |
| Overall | 76 | 41 | 41 |
| Universities | 43 | 25 | 23 |
| State Public University | -- | 07 | 04 |
| Engineering | 94 | 90 | 88 |
| Pharmacy | 22 | 34 | 31 |
| Law | -- | 16 | 16 |
| Innovation | -- | -- | 11-50 Band |

- Recipient of the COP28 - UAE Green University Award 2023 for achieving 26,860 tonnes of carbon credits through sustainable campus initiatives.
- Recipient of the ASSOCHAM IP Excellence Award for outstanding Contribution and Intellectual Property in February 2024.