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Purchased by : BODOLAND UNIVERSITY  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Not Applicable  
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(Zero)  
First Party : BODOLAND UNIVERSITY  
Second Party : CSIR NEIST  
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**Memorandum of Understanding (MoU)**  
between  
CSIR-North East Institute of Science and Technology (NEIST), Jorhat  
and  
The Bodoland University, Kokrajhar

This Memorandum of Understanding (MoU) is executed on the 26<sup>th</sup> day of July, 2022  
Two Thousand Twenty Two between Council of Scientific and Industrial Research, a Society  
registered under the Societies of Registration Act, 1860, having its registered office at

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at [www.shoestamp.com](http://www.shoestamp.com) or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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Anusandhan Bhavan, 2, Rafi Marg, New Delhi – 110 001, (hereinafter referred to as CSIR) through Director, CSIR-North East Institute of Science and Technology, Jorhat, Assam (hereinafter referred to as CSIR-NEIST), which expression shall, where the context so admits, include its successors and permitted assigns of the one part;

And

Bodoland University, established by Bodoland University Act 2009, passed in the Assam legislative Assembly, having registered office in/at P.O.- Rangalikhata, Kokrajhar (BTAD), Assam, (hereinafter referred to as BU) which expression shall, where the context so admits, include its successors and permitted assigns of the other part;

Both CSIR-NEIST and BU shares a common desire to explore, extend and strengthen the functional relationship between University and National Scientific Institutes. CSIR-NEIST and BU in order to share the facilities and expertise available in each other's institution herewith sign this Agreement cum Memorandum of Understanding.

1. **PREAMBLE :**

CSIR-North East Institute of Science and Technology (CSIR-NEIST), Jorhat, Assam, a constituent establishment of Council of Scientific and Industrial Research, a society registered under the Societies Registration Act XXI of 1860 and having its registered office at Anushandhan Bhawan, 2, Rafi Marg, New Delhi 110 001.

Bodoland University was established by an act of the Assam Legislative Assembly on 28<sup>th</sup> February, 2009 with the objective of higher education accessible to students in lower Assam in general and to various communities in Bodoland Territorial Area Districts (BTAD). Bodoland University the only University in the region providing quality higher education and plays important role in all round development of the people and the society of the region. The university offers The University offers an ideal site for academic interaction and exchange of ideas across disciplines.

CSIR-NEIST and BU are hereinafter collectively referred to as 'Parties/Institutions' and individually as 'Party/Institution'.

2. **PURPOSE**

- 2.1 The broad purpose of this MoU is to promote cooperation in scientific education and research between CSIR-NEIST and BU. The mutual collaboration will enable the utilization of each other's strength in teaching and research, which in turn, will mutually

benefit the students and faculty members of both the organizations and to create and framework for such a platform of collaboration.

- 2.2 The specific purpose of the Agreement is that the faculty members/scientist from Bodoland University shall provide hands on training on medicinal mushroom/Cordyceps Mushroom or similar high value mushroom to the scientist(s) of CSIR-NEIST, Jorhat for further research and development on mutually agreeable terms which may lead to resource sharing generated out of knowledge sharing.

### 3. GENERAL AREA OF CO OPERATIONS:

The Parties envisage the following cooperation within the scope of this Memorandum of Understanding (MoU):

- 3.1 **Scientist and Faculty support for both the parties:** Scientist of CSIR-NEIST may be involved as esteemed members on the Board of Studies of relevant discipline and maybe empaneled as distinguished Visiting Faculty in some identified relevant schools/ departments in consultation with BU. Similarly, BU being a multi-disciplinary institution is agreeable to extend any academic expertise on request.
- 3.2 **Resources sharing:** CSIR-NEIST may consider accommodating some selected students from BU to do their projects/thesis work at CSIR-NEIST subject to availability of the labs, consumables, and other infrastructure facilities, on mutually agreeable terms. Similarly, such a provision may be extended to CSIR-NEIST students by BU, if sought for. Under such circumstances, students and faculty members shall be able to use facilities of either institute such as sophisticated equipment, library etc. after obtaining due approval from relevant authorities of CSIR-NEIST/BU.
- 3.3 **Joint guidance:** There shall be a provision for joint guidance by experts of CSIR-NEIST/BU as per universities norms.
- 3.4 **Joint Research -** There shall be a finite possibility of conducting joint research involving the faculty and scientists of both the institutions on mutually agreed upon areas/fields of research.
- 3.5 **Joint Research Projects:** Faculty members and scientists of both the institutions may jointly work on externally sponsored projects on chosen areas of interest and expertise.
- 3.6 **Seminars/Symposia/Workshop:** The two institutions may jointly organize Seminars/ Workshops/ Symposia on topics/themes of contemporary importance.
- 3.7 **Short Term training programs:** BU faculty/staff/students may be enabled to take part in ongoing continuing education programs, short-term trainings, and certificate courses of

CSIR-NEIST with prior approval. Similarly, the same provision may be provided by BU to CSIR-NEIST faculty/staff/students, if sought for.

- 3.8 **Guidance in infrastructure development:** Extension of technical co-operation in the form of knowhow from CSIR-NEIST for infrastructural development, management and upgradation of library and teaching/research laboratory facilities at BU as and when requested.
- 3.9 **Publication-** CSIR-NEIST and BU shall consult each other for any publication in respect of any project/course work. These publications shall be in the name of research worker, wherein the institutions will be duly acknowledged.
- 3.10 **Accommodation-** To take care of accommodation facilities of CSIR-NEIST professionals by BU and vice versa.
- 3.11 **Joint Programmes-** Any expenditure incurred in the joint programmes will be borne as per mutual agreement.

#### 4. **SPECIFIC AREAS OF COOPERATION:**

Faculty members/Scientists from Bodoland University shall provide hands on training on medicinal mushroom/Cordyceps Mushroom or similar high value mushroom to the scientist(s) of CSIR-NEIST, Jorhat for further research and development of the Cordyceps Mushroom free of cost.

#### 5. **ROLE OF CSIR-NEIST, JORHAT**

- 5.1 To provide infrastructural and relevant facilities for the successful realization of the above mentioned objectives.
- 5.2 To facilitate the organization of different programmes in the Institute premises through mutual discussion.
- 5.3 The students and faculty members of BU to access the library and instrumentation facility of CSIR-NEIST.

#### 6. **ROLE OF BODOLAND UNIVERSITY, KOKRAJHAR**

- 6.1 To provide hands on training on medicinal mushroom/Cordyceps Mushroom or similar high value mushroom to the scientist(s) of CSIR-NEIST, Jorhat free of Cost or on mutually agreeable terms.
- 6.2 To provide infrastructural and relevant facilities for the successful realization of the above mentioned objectives.

6.3 To facilitate the organization of different programmes in the Institute premises through mutual discussion.

6.4 The students and faculty members of CSIR-NEIST to access the library and instrumentation facility of BU.

## 7. CONFIDENTIALITY

7.1 Each Party agrees to use any confidential information (as defined below) of the other party disclosed under this MoU solely for the purposes of this MoU. "Confidential Information" means any information in any form that is marked at the time of disclosure as being "Confidential" or words of similar meaning.

7.2 Neither of the parties shall, without the prior written consent of the other party, disclose any confidential information relating to this MoU to any third party.

7.3 Each Party agrees to make confidential information available only to those employees and students who require access to it for the implementation of this MoU, and to inform them of the confidential nature of such information and their obligation to protect such confidentiality. Each Party shall exert reasonable efforts, no less than the protection given its own confidential information, to maintain such information in confidence.

7.4 Each Party agrees that the obligations of confidentiality contained herein shall not attach to information that is required to be disclosed by court rule or government law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure.

7.5 The obligation of confidentiality hereunder shall carry on in force for a period of Three (3) years from the termination or expiry of this MoU.

7.6 Nothing in this MoU constitutes or implies any representation, warranty or undertaking by the disclosing party of the accuracy or completeness of the information or materials provided as part of its involvement hereunder.

## 8. COMMENCEMENT, REVIEW AND TERMINATION

8.1 This MoU shall commence from the effective date of signing for a period of five (5) years (Initial Term). The MOU will automatically lapse after five years, unless renewed.

8.2 This MoU may be modified, renewed or extended with the mutual written consent of the Parties.

8.3 Either party may terminate this MoU by giving six (6) months' notice in writing to the other Party.

8.4 Each Party shall ensure that adequate arrangements have been made to complete all commitments before this MoU is terminated.

9. **FORCE MAJEURE**

Neither party shall be held responsible for non-fulfilment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to eventualities like floods, earthquakes, strikes, bandhs, lockouts, epidemics, riots and commotions, etc. provided on the occurrence and cessation or cessation of such events, the party affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond four months, the parties shall then mutually decide about the future course of action.

10. **LEGAL RELATIONSHIP**

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall be constructed to create any legal relationship between the Parties.

11. **VARIATION AND MODIFICATION**

This MoU may be varied or modified by agreement in writing and signed by both Parties.

12. **DISPUTE RESOLUTION**

- 12.1 The parties agree that mutual goodwill and understanding forms the basis of this MoU. Nothing mentioned in this MoU shall deem to constitute partnership between the signing Institutions appointing one party as an agent of the other. This MoU will be effective upon signature by the authorized signatories of the Institutions.
- 12.2 In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to Delhi International Arbitration Centre for the appointment of the Arbitrator to adjudicate the dispute.
- 12.3 The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.

12.4 Subject to the aforesaid provision, the Arbitration and Conciliation Act, 1996 and the rules made hereunder and any modification thereof time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The language of arbitration proceedings will be English only

- a. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award
- b. The provisions of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

**13. GOVERNING LAW**

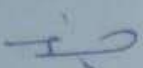
This Contract shall be governed by the Law of India for the time being in force.

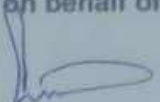
IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this Agreement on the day, month and year first above written in presence of:


IN WITNESS THEREOFF, both the parties have caused this MoU to be signed by their duly authorized representatives.

For and on behalf of CSIR-NEIST

For and on behalf of BU

  
Name: Dr. G. Narahari Sastry  
Designation: Director  
CSIR-NEIST, Jorhat

  
Name: Dr. Subung Basumatary  
Designation: Registrar  
The Bodoland University, Kokrajhar

Seal:  निदेशक / DIRECTOR  
CSIR NORTH EAST INSTITUTE OF SCIENCE & TECHNOLOGY  
DIPDIT-782004, Jorhat, Assam, India

REGISTRAR  
Seal:  Bodoland Univer  
Kokrajhar-7833  
Assam


Date:

Date:

Witness:

Witness:

  
1. (JATIN KALITA)  
  
2. (PANKAJ BHARALI)

  
1. (Dr. Somnagar Murchhey)  
.....  
Director  
College & University Development Council  
  
.....  
Academic Registrar  
Bodoland University  
Deborgaon, Kokrajhar