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Prifesa-II
[3.7.2]

ANNEXURE - 13
MEMORANDUM OF UNDERSTANDING
Between University of DEENDAYAL UPADHYAYA GORAKHPUR UNIVERSITY, GORAKHPUR
And
UNIVERSITY GRANTS COMMISSION

1. Description of both institutions :

The University of Gorakhpur, premier institution of Postgraduate teaching and research, was established by an Act of Uttar Pradesh State Universities.

[A brief description of the University may be written]

Deen Dayal Upadhyaya Gorakhpur University, established in 1957 by the Uttar Pradesh State Universities Act, in its long eventful journey has constantly striven to live up to its motto, "आ नो भद्राः क्रतवो यन्तु विश्वतः" (Let noble thoughts come to me from all directions) by assimilating diverse ideas, people and beliefs into its academic life. The geographical location of the University is 26.7480 degrees North (latitude), 83.3812 degrees East (longitude). The University, the first to be established in Uttar Pradesh after Independence and named after the great political thinker, Pandit Deen Dayal Upadhyaya is located in the holy city of Gorakhpur and inherits the spiritual and philosophical legacy of Buddha, Kabir and Guru Gorakshnath. Spread over 191.21 acres, it houses 06 faculties comprising of 29 departments that have been playing a significant role in imparting holistic education to the people of the Eastern region since its inception. As a residential-cum-affiliating State University it can boast of a rich academic legacy, illustrious alumni, experienced, qualified and dedicated faculty members, transparent, effective and responsive administrative set up, state-of-the art library, Wi-Fi campus, ample career growth opportunities for its students, advanced research facilities and a vibrant and safe campus. With its cherished goal of nourishing creative talent and scientific temper among its students and sensitizing them to larger socio-economic and political realities, the University aspires to contribute meaningfully to regional and national development.

The UGC-Human Resource Development Centre [UGC-HRDC] [formerly UGC-Academic Staff College] is to cater to the needs of the teachers/principals, research scholar/non-academic staff and to enhance their knowledge/skills through systematic course work and methodologies. Besides, it also focuses on different modes of approach in order to meet the challenges of life, to become not merely a trained professional but also a better citizen;

The UGC has been vested with the responsibilities of providing funds and that of coordination, determination and maintenance of standards in institutions of higher education, Promoting and coordinating university education, Determining and maintaining standards of teaching, examination and research in universities, Framing regulations on minimum standards of education. The UGC will monitor and review the functioning of the UGC-HRDC after a period of three years or as communicated by the UGC from time to time. The UGC may, after review, discontinue any HRDC, if necessary. The core academic staffs will perform the various functions outlined above synergistically with CEC-EMRCs and Centers established under PMMMNMTT.

2. Definition of Operative expressions :

As per the guidelines of the Scheme, to spell out the roles and responsibilities of the parties, ensuring the implementation of Guidelines in its letter and spirit for subjecting academic audit and periodic review pivotal to continuance of the respective HRDC., this Agreement has been entered into.

3. Agreement to work in Collaboration :

(a) The University will/shall agree :

- i. To provide adequate space for classrooms, computer lab, a seminar hall and hostel/guest house for HRDC.
- ii. To provide quality power supply and include HRDC in campus network to provide Wi-Fi.
- iii. To adhere to the guidelines strictly in carrying out the training programs including the appointment of teaching faculty and non-teaching staff as per UGC guidelines from time to time.

O/c

- iv. To allow the faculty of HRDC to participate in teaching, research and extension on par with University faculty and extend similar benefits to HRDC faculty.
- v. To appoint/depute/outsource the appointment of non-teaching staff so that the work in HRDC should not suffer.
- vi. To include the faculty in all University statutory bodies as per norms of the University.
- vii. To support HRDC financially in case of delay in the release of funds from UGC.
- viii. To settle the accounts of HRDC by 30th June every year.
- ix. Assets of HRDC like facilities, and human resources shall be under the control of HRDC.

(b) The UGC will/shall agree :

- i. To provide necessary guidelines to implement to programs of HRDCs and monitor their performance regularly.
- ii. To release the grants in time as to implement the training programs as per schedule.
- iii. To review the performance of HRDCs periodically once in 3 years.
- iv. To settle the accounts by 30th September, of subsequent year.
- v. To conduct the meeting of the Directors every year to take the feedback from the Directors and dovetail the objectives of HRDCs for effective functioning.

4. Administration :

- 4.1 The Authorized signatories of Deendayal Upadhyaya Gorakhpur University and U.G.C. shall manage this Memorandum of Understanding and all endeavors that derive from it. They (or their designated representatives) will be responsible for developing and carrying out a joint plan and submissions regular reports on the implementation of this Memorandum of Understanding. Any activity proposed that does not fit into the general terms of this Memorandum of Understanding will be formally incorporated as an addendum to this Memorandum of Understanding, provided the addendum is agreed to and signed by both parties.
- 4.2 For the purpose of facilitating the day-to-day implementation of this MoU, Director, HRDC and UGC agree to have regular communications and correspondence.
- 4.3 This MoU shall be effective and comes into force upon signature of the authorized signatories of both the parties. It shall be subject to revision by written agreement between the two parties.
- 4.4 All the parties shall time and again keep the respective communities informed of this MoU to draw benefits from it and to contribute towards its implementation in spirit and substance.

5. Duration :

The duration of this MoU shall be initially for a period of 20 [twenty] years, which may be extended by mutual consultation and agreement.

6. Financial Provision :

Sharing of expenditure shall be determined by the parties on a project basis and will be incorporated by reference as an addendum to this MoU.

7. Termination or Amendment :

- 7.1 As per the provisions of the guidelines of the Scheme, the University is not allowed to exit from the Scheme, once the implementation of the Scheme has been undertaken.
- 7.2 Any articles in this Memorandum of Understanding may be revised by the two parties after consultation and mutual agreement.

8. Jurisdiction (where relevant) :

The parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged documents information and data pertaining to any Dispute. All disputes are subjectd to Delhi High Court, New Delhi, India Jurisdiction.

9. Undertaking by University of Gorakhpur and U.G.C. :

9.1 The parties here to undertake to work closely and cooperate in the implementation of this Memorandum of Understanding and to endeavor to resolve disputes arising between them in relation to this memorandum of Understanding by amicable means, should this not be possible because of irreconcilable differences this Memorandum of Understanding may be terminated by mutual consent of the two parties.

9.2 The parties to this Memorandum of Understanding or their authorized representatives acknowledge having read and understood the Memorandum of Understanding and agree to be bound by its terms and conditions.

10. Duration :

Intellectual Property developed by the joint efforts would be the joint property of the Parties. Any financial benefits or otherwise arising would be shared proportionately by the parties in consonance with the efforts/inputs given by them.

INWITNESS WHEREFOR, the undersigned, being duly authorized thereto, have signed this Agreement in two original copies in English at the place and on the date(s) indicated below :

Signed in Gorakhpur, U.P., India on
the 27..... day of FEB....., 2020
for Deendayal Upadhyaya Gorakhpur University

Signed in New Delhi on
the day of
for U.G.C.

REGISTRAR
Registrar
D.D.U. Gorakhpur University
Gorakhpur

APR 27/2020
Director
UGC-Human Resource Development Centre
D.D.U. Gorakhpur University
Gorakhpur
Satwala Toupali
27/2/2020

AUTHORIZED OFFICIAL

Witnesses :

1. *[Signature]*
2. *[Signature]*

Witnesses :

1.
2.

(One of the witnesses must be the Coordinator from the respective University/Institutions.)