



बिहार BIHAR

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संज्ञक सं० ..... तिथि .....  
संज्ञक नं० १४५५६

*महेश प्रसाद*  
संज्ञक प्रत द

संज्ञक दिनांक सं० NO 241/85  
संज्ञक प्रत द

महत्मा गांधी केंद्रीय विश्वविद्यालय मोटिहारी व संज्ञक

MEMORANDUM OF UNDERSTANDING

Between

MAHATMA GANDHI CENTRAL UNIVERSITY

And

NEETI ANUSANDHAN PRATISHTHAN



This Memorandum of Understanding (MoU) was made and executed at  
..... ON .....

Between

Mahatma Gandhi Central University (MGCU), Motihari, Bihar, India came into existence by an Act of Parliament, Central Universities (Amendment) Act 2014 (No. 35 of 2014). The University became functional on 3<sup>rd</sup> February 2016. MGCU is situated in Motihari (Bankat), on National Highway 28. MGCU is proving to be an excellent centre of Higher Studies in both Basic, Applied and Technical educational

MoU between MGCU and NeNAP

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fields. There are as many as total 04 Undergraduate; 22 Postgraduate and 20 Ph.D. Programmes of Study running under total 07 Schools and 20 Teaching Department under them.

**AND**

**Neeti Anusandhan Pratishthan, Nepal (NeNAP)** is a non-governmental organisation (NGO). NeNAP is situated in Kathmandu, Nepal. NeNAP is an Independent Interdisciplinary research organization established in 2015.

Both **MGCU** and **NeNAP** shall individually be referred to as "Party" and collectively as "Parties".

**Objectives of the MoU:**

The primary objective of this Memorandum of Understanding (MOU) is to establish a collaborative framework between **MAHATMA GANDHI CENTRAL UNIVERSITY (MGCU), MOTIHARI, BIHAR, INDIA** and **NEETI ANUSANDHAN PRATISHTHAN, NEPAL (NeNAP)** to foster a culture of research, consulting, training, and knowledge sharing within the Parties.

- To establish a cooperative relationship to improve educational opportunities for students and faculties of MGCU, such as internships, guest lectures, and workshops etc.
- To outline a joint commitment to research and development activities, such as collaborative projects, sharing research resources, and access to specialized facilities.
- To explore possibilities for collaboration on various research projects, joint organization of seminars and conferences, and other professional, technical, and academic collaborations.

1. **Scope of MoU:** Both the parties in principle agree to work in the following areas of collaborations but not limited to:

- **Joint Conferences and Seminars:** Promote collaborative events such as conferences, seminars, and symposia that focus on important social, economic, and policy issues relevant to both countries.
- **Cultural and Academic Networking:** Strengthen ties between the academic communities of India and Nepal by organizing joint conferences, symposiums, and forums on subjects of mutual interest.
- **Collaborative Research and Studies:** Facilitate joint research initiatives in areas of mutual interest, focusing on social development, governance, and policy studies that benefit both India and Nepal.

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- **Exchange of Knowledge and Expertise:** Enable the exchange of academic resources, expertise, and best practices between the university and the NGO, fostering a shared understanding of research and policy development.
- **Support for Socio-economic Development:** Jointly contribute to the socio-economic development of marginalized communities through research, policy recommendations, and advocacy in areas like education, health, and social justice.
- Other areas as mutually agreed upon by the Parties.

These objectives aim to create a strong foundation for collaboration in academic, research, policy development, and community-focused initiatives between the Parties.

## 2. Commencement and Validity:

This Memorandum of Understanding shall commence on the date of signing of this MoU and shall remain valid initially for a period of Five years (05 years), thereafter extendable upon review of activities and mutual interest after adopting due process.

## 3. Financials:

Both the Parties shall work out financials with respect to each individual work plan separately. In no case any financial liability to one party would be transferable to the other party.

## 4. Non-exclusivity of the MoU:

Either party or both parties together have the unrestricted right to seek additional funds for and/or to cooperate with any agency/institute for any of the projects covered by the MoU.

## 5. Terminations:

- 5.1 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 months' notice in writing sent by registered post or Speed Post or Courier/Email.
- 5.2 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:

*[Signature]*  
14.9.2024

*[Signature]*  
14.9.24



- ✓ Any of the parties commit the breach of any of the terms or conditions of this Memorandum of Understanding.
- ✓ 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.
- ✓ Any of the parties are guilty of any conduct which legally is prejudicial to the MoUs interests.
- ✓ 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.

**6. Force Majeure:**

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 employees, fire, flood, explosion, riots sabotage, acts of God and war or enemy action.

**7. Notice:**

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/email, to the last known postal address/email 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.

**8. Indemnity:**

- 8.1 This MoU is based on a spirit of goodwill and mutual respect and both parties hereby agree to defend and hold both the Institute harmless at all times from any loss, claim, damage, costs, taxes, duties, penalties or entries.
- 8.2 Both parties shall indemnify each other against all losses, damages or claims that may arise out of any unauthorized representations made by their employees or representatives.

*Signature*  
14-9-2024

*Signature*  
14-9-24



**9. Dispute Resolution:**

"Any claim, dispute or difference relating to or arising out of this MoU shall be referred to the arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time"

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

For  
Neeti Anusandhan Pratishthan  
Kathmandu, Nepal

For  
Mahatma Gandhi Central University  
Motihari, Bihar, India

Signature:

Name:

..... Prem Raj Neupane

Designation: .....

Signature:

Name:

Prof. Sanjay Srivastava

Designation: Vice-Chancellor

Witness:

1.

  
.....

Mahatma Gandhi Central University, Motihari, Bihar, India

2.

  
.....

Neeti Anusandhan Pratishthan, Kathmandu, Nepal

