

अटल बिहारी वाजपेयी सुशासन एवं नीति विश्लेषण संस्थान

(मध्यप्रदेश शासन, लोक सेवा प्रबंधन विभाग की पंजीकृत संस्था)

Atal Bihari Vajpayee Institute of Good Governance & Policy Analysis

(A Regd. Body of Govt. of M.P. under Public Service Management Department)



F.No. AIGGPA-PROJ050/9/2021-IEDS/E-18363

Date: 19/02/2021

To,

The Vice Chancellor

Bengaluru Dr B R Ambedkar School of Economics

Jnana Bharathi Main Road, Nagarbhavi post,

Landmark- Opposite National Law School of India University

Bangalore – 560072

Subject: - Signing the Memorandum of Understanding


Respected Sir,

With due regards and profound veneration, kindly find attached the signed copy of Memorandum of Understanding (MoU) between AIGGPA, Bhopal and Bengaluru Dr B R Ambedkar School of Economics. It is hereby requested to send us back a signed copy from your end as well.

Enclosure:-As above

With best wishes,

Yours Sincerely


19/02/21
(Gaurav Agrawal)
Advisor
AIGGPA, Bhopal

MEMORANDUM OF UNDERSTANDING

Between



ATAL BIHARI VAJPAYEE INSTITUTE OF GOOD GOVERNANCE AND POLICY ANALYSIS, Bhopal

Madhya Pradesh, INDIA

(A registered body of Government of Madhya Pradesh under Public Service Management
Department)

(for short referred to as AIGGPA)

And



BENGALURU DR B R AMBEDKAR SCHOOL OF ECONOMICS (a Unitary University, Government of Karnataka)

(for short referred to as BASE UNIVERSITY)

BENGALURU, INDIA

Concerning

COLLABORATION FOR RESEARCH AND KNOWLEDGE SHARING IN THE SPHERES OF MUTUAL INTEREST

The Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis, Bhopal (hereafter referred to as AIGGPA, which term shall mean and include all its successors-in-office, attorneys, administrators, representatives etc) of the First Part and the Bengaluru Dr B R Ambedkar School of Economics University, (hereafter referred to as BASE University, which term shall mean and include all its successors-in-office, attorneys, administrators, representatives etc) of the Second Part, all of them hereafter singularly referred to as "The Party" and collectively referred to as "The Parties".

A handwritten signature in black ink, appearing to be 'Dhan', is located at the bottom right of the page.

DESIRING to enhance collaboration and cooperation in research and knowledge sharing in the spheres of mutual interest;

INTENDING to develop a knowledge bank consisting of case studies, data products, and teaching modules without violating any copyrights;

RECOGNIZING the need to cooperate in the training and continuing education of administrators and policy makers in the spheres of mutual interest.

HAVE reached the following understanding:

Article 1

Objective

The objective of this Memorandum of Understanding hereafter referred to as the "MoU" is to establish a framework for collaboration and cooperation for research and knowledge sharing in the spheres of mutual interest.

Article 2

The parties will endeavor to carry out joint research projects, seminars, conferences and workshops.

Exchanges and cooperative activities under this MoU consist of:

1. Collaborative research projects in various areas deemed necessary given the economic and social challenges observed at the sub-state, state or national level.
2. Developing teaching modules to meet emerging curricular needs at AIGGPA and BASE University,
3. Exchange of faculty for teaching as well as for guest lectures.

Article 3

Implementation

1. Both parties shall facilitate access to case material, provide contact with case providers and obtain the necessary clearances for all joint activities undertaken;
2. The AIGGPA shall provide BASE University with avenues to work on projects in the spheres of mutual interest, with focus on issues specific to Madhya Pradesh.
3. BASE University shall propose teaching modules, along with potential faculty members to teach the modules on topics relevant to the AIGGPA;
4. For this MoU, the point-of-contact at BASE University will be the VICE CHANCELLOR of BASE University, and the point-of-contact at AIGGPA will be the

Principal Advisor, Centre for Social Sector Development of the Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis.

Article 4

Intellectual Property Rights

The copyright of all case studies and modules produced under this MoU will be jointly owned by the Parties with the individual ownership being duly acknowledged.

There will be no restrictions on the use of the material by either of the Parties for academic purpose.

Article 5

Entry into Force, Duration and Termination, Liability, Legal Relationship

1. The MoU shall enter into force on the date of its signing by authorized representatives of both parties.
2. The MoU shall remain in force for a period of five years. Thereafter the MoU may be renewable with the mutual written consent of the Parties.
3. The progress of work under the MoU will be reviewed annually by the Parties. The MoU can be terminated by either Party at any time by giving three months' prior notice to the other Party.
4. In case the Parties decide to terminate the MoU, the Parties agree that the individual work assignments already in an advanced stage of progress shall be completed as far as possible.
5. Except for loss and damages caused through gross negligence or intent, neither of the Parties shall have any liability to each other under this MoU.
6. 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 create any legal obligation between them.

Article 6

WARRANTY

BASE University warrants that the products do not infringe upon any statutory or common law right, or any other right of any other right person or entity and neither has any notice of any potential infringement been received and that it would at all times operate in full compliance with all applicable laws.

Article 7

NON-DISCLOSURE

The parties to this MOU agree & understand that during the tenure of this MOU, either party may disclose or may become aware of information, which could be confidential and / or the property of the other party. The recipient of such information shall not disclose the same to any other person outside his organization. As regards personnel within his organization, the recipient may share such information on a 'need to know' basis and after having taken all necessary steps to ensure confidentiality.

Article 8**INDEMNITY**

The parties to this MOU agree to fully indemnify and hold the other party and its officers, directors, employees and affiliates harmless from any, and against all, costs, damages, expenses, liabilities and other claims, including attorneys' fees and court costs that may arise as a result of the breach of any term of this MOU or any of the representations and warranties contained herein.

Article 9**NON-SOLICITATION**

Either parties agree not to solicit / recommend / influence directly or indirectly the services of any employee/s of the other party, either for itself/themselves or for any other institutions during the term of this MOU and 12 (twelve) months thereafter. Breach of this clause shall render the breaching party liable to the other party for damages.

Article 10**WAIVER**

The waiver of any breach or default of this MOU, shall not constitute a waiver of any subsequent breach or waiver and will not act to amend or negate the rights of the waiving party.

Article 11**NO LICENSES OR TRANSFER OF RIGHTS**

Except for the limited rights granted herein, nothing in this MOU shall serve to transfer any of the intellectual property, or any of the trademarks, or any copyright of either party to the other party.

Article 12**ASSIGNMENT**

Neither party may assign its rights or delegate its duties under this MOU either in whole or in part without the prior written consent of the other party. Any attempted assignment or delegation without the written consent of the other party will be void. This MOU shall bind and inure to the benefit of each party's successors and permitted assigns.

Article 13**SEVERABILITY**

The clauses of this MOU shall be deemed severable. In the event that any provision of this MOU is determined to be un-enforceable or invalid, such provision of this MOU shall nonetheless be enforced to the fullest extent permitted by the applicable laws, and such determination shall not affect the validity and enforceability of any other remaining provisions of this MOU.

In the event that a court of competent jurisdiction holds any provision/s of this MOU to

be contrary to law; the remaining provisions of this MOU shall continue to remain in full force and effect.

Article 14

MISCELLANEOUS:

FORCE MAJEURE

Neither party will be liable for any failure or delay in its performance under this MOU due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labour shortage or dispute, governmental act or failure of the Internet, provided that the delaying party (a) gives the other party prompt notice of such cause and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

ARBITRATION

Any dispute relating to the terms, interpretation or performance of this MOU shall be governed by the provisions of the Arbitration and Conciliation Act 1996. Any dispute arising out of the subject matter of this MOU, shall be referred to a sole Arbitrator for adjudication and the decision of such an Arbitrator shall be binding on both the parties.

NOTICES

Except as otherwise expressly provided herein, all notices and other communications shall be in writing and shall be transmitted (i) by pre-paid registered mail, or (ii) by facsimile transmission - confirmation copies to be sent by registered mail, to the parties hereto as follows:

- a. In the case of **AIGGPA**, at the following address:

Atal Bihari Vajpayee Institute Of Good Governance And Policy Analysis

(A registered body of Government of Madhya Pradesh under Public Service Management Department)

Sushasan Bhavan, Bhadbada Chouraha,
T.T. Nagar, Bhopal Madhya Pradesh – 462003

- b. In the case of the **BASE University**, at the following address :

Bengaluru Dr B R Ambedkar School of Economics University

(a Unitary University, Government of Karnataka)

Jnanabharati Main Road
Nagarabhavi, Bengaluru, Karnataka-560 072

Any of the parties may from time to time change its address for the receipt of notices or other communications by giving to the other party a written notice of not less than 10 (ten) days.

GOVERNING LAW

This MOU is made under, and will be governed by and construed in accordance with; the constitution of India and the jurisdiction shall be the civil courts of Bhopal.

This MOU may be altered, varied, amended, or modified with mutual agreement and express approval of the parties hereto.

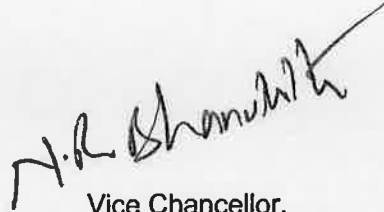
IN WITNESS WHEREOF, the undersigned duly authorized hereto, have signed this MoU.

Signed at Bhopal on this day of 17th February 2021



Director,
Atal Bihari Vajpayee Institute
of Good Governance and
Policy Analysis, Bhopal
Director

Atal Bihari Vajpayee Institute of Good
Governance and Policy Analysis
Bhopal



Vice Chancellor,
Bengaluru Dr B R Ambedkar School
of Economics, Bengaluru

Vice Chancellor
Bengaluru Dr. B.R. Ambedkar School of
Economics University