# MEMORANDUM OF UNDERSTANDING

**BETWEEN**

**DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY,**
**AHMEDABAD, GUJARAT**

**AND**

**BHARTIYA ITIHAS SANKALAN SAMITI,**
**AHEMDABAD, GUJARAT**

This Memorandum of Understanding (MoU) is made and executed at Gujarat on this 08 October 2021 and between:

1. Bhartiya Itihas Sankalan Samiti, Gujarat Akhil Bharatiya itihas sankalan yojana, an Bhartiya itihas sankalan yojna affiliated to Delhi is a registered organization under Gujarat public trust by or repugnant to the subject shall mean and include its successors and assigns.

**AND**

2. Dr. Babasaheb Ambedkar Open University (BAOU), based at Ahmedabad but having Regional & Study Centers across the Gujarat State. It is a University established by the ACT of Gujarat State having its registered office at "Jyotirmay Parisar" Ambedkar Marg, S. G. Highway, Chharodi, Ahmedabad.

**ARTICLE 1: BACKGROUND AND PURPOSE**

1.1.1. **Bhartiya Itihas Sankalan Samiti, Gujarat** The core objective of BISS is to bring paradigm shift in History research outcome, History research methodology and innovation based technologies, ensuring Bharatiya prospective, Historical philosophy and applicability.

1.1.2. BISS functional dimensions to strengthen and synchronize and Research, Researchers, Resources and Reach.

1.1.2. The BISS is a Historical Research Institute, Historical Place, Tourism and a network hub of research and allied activities in academics.

**AND**

1.2.1. **Dr. Babasaheb Ambedkar Open University (BAOU)** was established by the Government of Gujarat in 1994 with head quarter at Ahmedabad. The University has 285 study centres across Gujarat with established Regional Centres at Rajkot, Kutch, Surat and Patan in Gujarat. The University has been established to provide the opportunities for higher education to a larger segment of the population irrespective of classes, castes, creed, religion or sex. With objective of advancement and dissemination of learning and knowledge by a diversity of means including use of any communication technology it has reached to the number of more than 6,00,000 learners as a cumulative enrolment

1.2.2. The mission is to Educating and empowering the last mile learners, enabling them to compete with the global world by equipping them with the upright combination of knowledge, skills, employability and values for serving society. The mission of the university is "Education for all". The university strives for excellence by developing an innovative, flexible and open system of education using the latest methods and technologies.

**1.1 Purpose:**

**BAOU** and **BISS** are interested in working together with mutual collaboration to give each other's strengths in research and facilities thereof, will mutually benefit the students and faculties for nurturing the research, innovation and creativity among students Now therefore the parties hereto have agreed to enter into a memorandum of understanding considering the long term benefits of sharing the knowledge and resources between the institute and establish a strong academic collaboration, by undertaking joint responsibilities and activities in their

respective field of excellence, research, resources, knowledge and human described in the article 2 of this MOU as area of collaboration

**ARTICLE 2: AREAS OF COLLABORATION**

The parties hereby agree to work collaboratively on following points for the effective and efficient engagement by fulfilling the purpose of this MoU towards strengthening and streamlining research in scientific and technology development, innovation and entrepreneurship ecosystem in Bharat. The mutually agreed activities by and between the parties are as under

1. The responsibilities and work for **BAOU**:

1.1 Setting up functional BISS Gujarat extension centre in academic campus for

1.1.1 Awareness, publicity & accessibility for BISS Gujarat work, facilities and opportunities.

1.1.2 Awareness, publicity & accessibility for research activities programs. Seminar, workshops, conferences and like to be jointly organized.

1.1.3 Historical acceptance and responsibility towards concept of "Resurgence.

1.1.4 Monitoring, Historical evaluation of parameter/s of research applicability for nation/society/local requirement incorporation of Historical/ Bharatiya methodology and references in various programs at institutional level including Ph.D., M.Phil., Post-Graduation, Under Graduation research and projects and research methodology program

1.1.5 Establishing platform for converting strength & excellence in terms of infrastructure and human resource for betterment of educational systems across world.

1.2 To organize national, international events, program at mutually agreed interval.

1.3 To provide infrastructure, academic & technical Support in various activities organized by BISS Gujarat, subject to availability.

1.4 Promote and support student(s), faculty(s) exchange programs.

1.5 Maintain respect and dignity among other Academic associates and Industrial associates of BISS Gujarat

1.6 Active participation in associate members' annual meetings organized by BISS Gujarat.

1.7 To recognize BISS Gujarat as workplace for research including PhD studies and postdoctoral research.

1.8 To recognize BISS Gujarat as adjunct faculties (Assistant Professor, Associate Professor, Professor) of the university.

1.9 Curriculum: Designing the curriculum, making changes over time, making it employment oriented, removing distortions in the curriculum UGC certified as well as net and set up.

1.10 Access and usage of knowledge resource Centre, infrastructural facilities such as convention Centre, Library, Research facilities.

1.11 Consultation, unbiased evolution of various educational processes as BISS Gujarat Academic &Administrative Audit program.

1.12 Short term course : ( Bachelor of Arts – History )

1.12.A Eligibility: - Candidate with following qualification are eligible for admission. 10 + 2 or its Equipment graduation any discipline

1.12.B Program structure
Syllabus
Credit
Medium
Fee structure
Evolution method
Certificate
Mode: online or offline

To start the course by holding a meeting at the time of starting the above course, appointing a committee, discussing the matter and taking a final decision.

2. The responsibilities and work for **BISS Gujarat**:

2.1. To provide Title "Academic Associate & its certification to BAOU.
2.2. To provide access to knowledge resource centre of BISS Gujarat.
2.3. To facilitate BAOU for Historical and industry. Academia collaborations at national & international level.
2.4. To provide support in conduction of Refresher Courses Orientation courses Research methodology Programs and faculty development program
2.5. Promotion of Research Activities in common merest area
2.6. Privileged invitation for event(s) / program(s) organized BISS Gujarat.
2.7. Display and Information about facilities and opportunities at BAOU in the reception gallery at BISS Gujarat.
2.8. Two nominations (incumbent authorities) in Samanvay Sabha for associates.
2.9. Support in execution, monitoring and evaluation process of various research activities

2.10 Information and invitation for research events conducted by other associate members for associates' Network

**ARTICLE 3: CO-ORDINATION AND NODAL OFFICER**
Both entities shall mutually decide and designate a nodal officer. The nodal officer will have responsibility for fulfilling the objectives of this agreement and also will carry out all activities mutually agreed by the parties.

**ARTICLE 4: SCOPE**
The Parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute agenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions in accordance with Clause 63.

**ARTICLE 5: DURATION**
This MOU shall be valid after its signature from the date of signing till for FIVE years The Parties may further extend the MOU with mutual written consent, in order to ensure continuous inputs regarding in light of changing trends and environment in the area of collaboration for this MOU. As part of subsequent extensions the Parties may agree to make amendment in the MOU.

**ARTICLE 6: TERMS**

6.1. Finance
Both Parties shall be responsible to carry out the activities under the area of collaboration and New Project, Program, Conference, Seminar, Workshops and like which is co-designed/ organized by both of the parties The financial arrangements wherever involved will be decided and approved after mutual consent and shall be agreed to for each activity individually on resource deployment, arrangements and mobilization will be planned vis-a-vis.

6.2. Assignment
Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior approval of other party. A specific agreement will be entered into for each activity.

6.3. Amendments
No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties

6.4. Non-Exclusive Discussions
The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with other parties in Bharat or chew here.

6.5. Confidentiality and Public Announcement:

6. 5.1. Confidential Information means the confidential proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises (a) information in tangible form that (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.

6.5.2. Neither Party nor any of the affiliates shall make any public announcement about the MOU and /or the scope of proposed engagement, without the prior written consent of the other Party. Any public announcement so made, shall be as outlined in the Article 2 of this MOU.

6.6. License and Intellectual Property Rights

6.1.1 No license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise Both Parties understand and acknowledge that grant of any such license shall always he express and in writing

6.1.2 Both parties will take all necessary steps to protect the knowledge documents and intellectual Properties generated during the process or shared by the parties.

6.7. Conflict of Interest

Neither of the parties believes that the Collaboration contemplated by this MOU arose any actual er potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered into it connection herewith) are independent of any past, present or potential future arrangements and are not connected to an existing business relationship between either of the parties

**ARTICLE 7 TERMINATIONS**

7.1 Each party has the right unilaterally to cancel this Agreement provided that the other Party shall be informed about it 1 (one) month before the anticipated date of the Agreement termination.

7.2 Survival and binding Nature

7.2.1 Except for Clause 6 (Terms). Cause 7 (Termination) and 9 (Dispute Settlement) of this MOU, nothing contained in this MOU is intended to be or shall be construed in any way to be legally binding on any of the Parties.

7.2.2. Except as set forth elsewhere in this MOU, Clause 6 (Terms). Cause 7 (Termination), 8 (Dispute Settlement) shall survive the expiry or termination of this MOU.

8. ARTICLE & DISPUTE SETTLEMENT

8.1. Governing Law and jurisdiction

8.1 This MOU shall be governed by and construed in accordance with the laws of Republic of Bharat. All disputes arising out of or related to this MOU, including without limitation matters connected with its performance, will be governed by, and construed and interpreted under the laws of Bharat, without reference to conflict of laws principles.

8.2 All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996 as may be in force from time to time. The arbitration proceedings will be conducted in Hindi, English or any Bharatiya Language and the seat of arbitration will be New Delhi.

8.2. Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below :

Bhartiya itihas sankalan samiti, Gujarat
Attention of Secretary,

Registered address : Bhartiya itihas sankalan samiti, Gujarat. 26 – Shri Rameshwar society, post – Shanpur, Ahemdabad - -382443
Corresponded address: 13, Tejas Society, Plot – 563/1, Sector – 23, Gandhinagar.
Phone: +91 94265 30005, 92651 61647, 94265 15260, 99747 91700
Email: **bissg1995@gmail.com**

If to BAOU:
Attention of
Address: Dr. Babasaheb Ambedkar Open University, Ahmedabad, Gujarat, India

In witness whereof the parties hereto have signed, sealed and delivered this agreement on 08 October 2021, above written in presence of:

For,

Bhartiya Itihas Sankalan Samiti, Gujarat

Sign: .....

Name: Chaitanyabhai S. Joshi

Designation: Secretary
B. I. S. S.

Dr. Babasaheb Ambedkar Open University
Ahmedabad, Gujarat, India.

Sign: .....

Name: Dr. Bhavin Trivedi

Designation: I/c. Registrar