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MEMORANDUM OF UNDERSTANDING

BETWEEN

तपोमूलं हि साधनम्
Research is the Root of all Quest

RESEARCH FOR RESURGENCE FOUNDATION,
NAGPUR

AND

BAOU
Education for all

DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY,
AHMEDABAD

MEMORANDUM OF UNDERSTANDING

BETWEEN

RESEARCH FOR RESURGENCE FOUNDATION, NAGPUR

AND

DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY, AHMEDABAD

FOR ESTABLISHMENT OF

RESEARCH FOR RESURGENCE OUTREACH CENTRE

27th January 2021,
Vikram Samvat: 2077 Pramadi
Shukla Paksha 14

This Memorandum of Understanding (MoU) is madeand executed at Ahmedabad on this 27th day of January of the year 2021 which is Vikram Samvat: 2077 Pramadi, Shukla Paksha 14 by and between:

1. **Research for Resurgence Foundation**, Sheshadri Sadan, Tulsibaug Road, Mahal, Nagpur, Maharashtra-440032 (Bharat) *(Hereinafter referred as **RFR Foundation**)* founded by voluntary organization Bharatiya Shikshan Mandal by or repugnant to the subject shall mean and include its successors and assigns.

AND

2 **Dr. Babasaheb Ambedkar Open University**, 'Jyotirmay' Parisar, Sarkhej-Gandhinagar Highway, Chharodi, Ahmedabad, Gujarat - 382 481 *(Hereinafter referred as **BAOU**)*

RFR Foundation and **BAOU** are referred to individually as a "**Party**" and collectively as **"Parties".** Both Parties have reached the following intent to collaboration as per below described articles of this MOU.

ARTICLE 1: BACKGROUND AND PURPOSE

1.1.1. Research for Resurgence Foundation is founded by voluntary organization Bharatiya Shikshan Mandal (hereinafter referred as RFR Foundation).The core objective of RFR Foundation is to bring paradigm shift in research outcome, research methodology and innovation-based technologies, ensuring Bharatiya prospective, philosophy and applicability.

1.1.2. The RFR Foundation has functional dimensions to strengthen and synchronize Research, Researchers, Resources and Reach.

1.1.3. The RFR Foundation is a multi-domain Research Institute and a network hub of research and allied activities in academics and industrial sector.

AND

1.2.1. **Dr. Babasaheb Ambedkar Open University, Ahmedabad** (hereinafter referred as **BAOU**) is the result of envisage of the State Government of Gujarat. The Gujarat State Legislature passed the 'Gujarat Act No.14' in the year 1994, and the foundation of this University was laid on 13th April 1994.

1.2.2. BAOU has classified all its potential learners for its diverse academic programmes into target groups: Women, from different stratas of society, such as sex-workers, transgenders, slum, rural and urban women; jail-inmates; people engaged in different services, business or agriculture; people living in rural and remote areas; persons deprived of admission in conventional universities of the state; persons deprived of higher education in young age and aspiring to improve their qualifications now; people belonging to Scheduled Tribes, Schedule Caste, Nomadic Tribes and Socially Educationally Backward Class, Physically Handicapped; working people who wish to improve their professional skills.

1.2.3. In order to reach these unadvantaged groups due to educational, economical, social, geographical and other circumstances, BAOU has so far launched academic programs for all the "less educated", "educated" and "higher educated" groups.

1.2.4. BAOU is committed to advance and disseminate learning and knowledge by a diversity of means including use of any communication technology.

1.2.5. To provide the opportunities for higher education to a larger segment of the

population.

1.2.6. To encourage the Open University and distance education system in the educational pattern of the State.

1.2.7. To promote the educational well-being of the community generally.

1.1Purpose:

RFR Foundation and **BAOU** 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 RFR Foundation extension centre in academic campus for

1.1.1. Awareness, publicity & accessibility for RFR Foundation 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. Philosophical acceptance and responsibility towards concept of 'Resurgence'.

1.1.4. Monitoring, execution and evaluation of parameter/s of research applicability for nation / society / local requirement, incorporation of

Bharatiya methodology and references in various programs at institutional level including Ph.D., M.Phil., Post-Graduation, Under Graduation research 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 RFR Foundation, 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 RFR Foundation.

1.6. Active participation in associate members' annual meetings organized by RFR Foundation.

1.7. To recognize RFRF as workplace for research including PhD studies and post-doctoral research.

1.8. To recognize RFRF faculties as adjunct faculties (Associate Professor, Professor) of the university.

2. The responsibilities and work for RFR Foundation:

2.1. To provide Title "Academic Associate"& its certification to **BAOU**.

2.2. To provide access to knowledge resource centre of RFR Foundation.

2.3. To facilitate **BAOU** for industry-academia, academia-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 interest area.

2.6. Privileged invitation for event(s) / program(s) organized by RFR Foundation and Bharatiya Shikshan Mandal (limited number of guests).

2.7. Display and information about facilities and opportunities at **BAOU** in the reception gallery at foundation.

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. Access and usage of knowledge resource centre, infrastructural facilities such as convention centre at special 'Academic Associates' discounted charges.

2.11. The facilities for students and faculties at concessional charges.

2.12. Consultation, unbiased evolution of various educational processes as RFR Foundation **A**cademic & **A**dministrative **A**udit program.

2.13. 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 addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions in accordance with Clause 6.3.

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 elsewhere.

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

6.6.1. 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 be express and in writing.

6.6.2. 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 raise any actual or potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered into in 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: TERMINATION

7.1 This MOU shall also terminate without liability to either party if otherwise agreed to by the Parties in writing with a notice period of 1 month.

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), 9 (Dispute Settlement) shall survive the expiry or termination of this MOU.

ARTICLE 8: DISPUTE SETTLEMENT

8.1 Governing Law and Jurisdiction

8.1.1. 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 all 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.

8.1.2. 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:

If to RFR Foundation:

Attention of: Secretary,

Address: Research for Resurgence Foundation, Sheshadri Sadan, Tulsibaug Road, Mahal, Nagpur, Maharashtra-440032 (Bharat)

Phone: 9822745768, 9422822795

Email: info@rfrfoundation.org, rfrfbharat@gmail.comWebsite: www.rfrfoundation.org

If to BAOU:

Attention of: Registrar (I/c.),

Address: Dr. Babasaheb Ambedkar Open University, 'Jyotirmay' Parisar, Sarkhej-Gandhinagar Highway, Chharodi, Ahmedabad, Gujarat - 382 481

In witness whereof the parties hereto have signed, sealed and delivered this agreement on **27th January 2021** above written in presence of:

For,

Research for Resurgence Foundation, Nagpur

Sign _____

Name: Dr. Deepak Koiwala

Designation: RFRF

Dr. Babasaheb Ambedkar Open University, Ahmedabad

Sign _____

Name: Dr. Bhavin M. Trivedi

Designation: I/c. Registrar

Witnessed by:

Sign _____

Name: Suresh B. Patel

Designation: Pro-Vice Chancellor

Sign _____

Name: Dr. Awa Shukla

Designation: I/c. Director (SS)