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# KISS KALINGA INSTITUTE OF SOCIAL SCIENCES



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# Memorandum of Understanding

between

Kalinga Institute of Social Sciences (KISS) Deemed to be University Bhubaneswar, Odisha, India

and

Dharanidhar University, Keonjhar, Odisha, India

This Memorandum of Understanding ("MoU") is made by and between:

Kalinga Institute of Social Sciences (KISS) Deemed to be University (Which expression unless excluded or is repugnant to the context shall include its successors and assignees), on the First Part and Dharanidhar University to be represented by the appropriate authority, (Which expression unless excluded or is repugnant to the context shall include its successors and assignees) on the other part.

That, Kalinga Institute of Social Sciences (KISS) was accorded the Deemed to be University status, under Section 3 of the UGC Act, 1956 vide the Notification No. F. 9-14/2011-U.3 (A) dated 25<sup>th</sup> August, 2017 and holds the distinction as the first university in the world exclusively for the tribals. Kalinga Institute of Social Sciences (KISS) (The Parent Body) is registered under the Society Registration Act XXI of 1860, and accorded Special Consultative Status by the United Nations Economic and Social Council (UN-ECOSOC) and is also associated with the United Nations Department of Public Information (UNDPI). Kalinga Institute of Social Sciences (KISS) hereinafter referred to as KISS Deemed to be University having its office at KISS Higher Education Campus, KISS Campus-3, PO-KIIT, Bhubaneswar-751024, Odisha, India.

**Dharanidhar University** is situated in Keonjhar, a picturesque town nestled in the foothills of the Gandhamardan range in northern Odisha. Originally established as Keonjhar Science College in 1957, the institution was conferred with the status of an autonomous college by University Grants Commission in 2004. On 11 February 2023 the college was upgraded to a university through a gazette notification issued by the Department of Higher Education, Government of Odisha. Spread over an area of 71 acres, the university has two campuses, namely North and South Campus, and its jurisdiction extends over the whole of Keonjhar district. There are 19 undergraduate departments and 20 post graduate departments (including 3 self-financed departments). 39 colleges are affiliated to the university.

Each referred to individually as a "Party" and together as the "Parties" henceforth.

**Objective:** The MoU drawn up and agreed upon to establish academic and allied cooperation between **Dharanidhar University** and **Kalinga Institute of Social Sciences** (KISS) **Deemed to be University**.

#### ARTICLE 1: PURPOSE

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Kalinga Institute of Social Sciences (KISS) Deemed to be University to strengthen academic, research collaboration, students' exchange and other activities as found with Suitable upon mutual consent between Kalinga Institute of Social Sciences (KISS) Deemed to be University and Dharanidhar University

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## **ARTICLE 2: SCOPE/AREAS OF COOPERATION**

Both the parties do hereby agree to undertake the followings:

- Joint research, including publications and other appropriate activities, between staff and/or students from each institution
- Facilitate the exchange of staff, students and researchers for the purpose of teaching, study, research and extension activities
- Provide administrative support for growth of academic and research
- Provide mentor advice and support to the other party for growth of its academic and research activities
- Identify areas of possible mutual academic and research interest
- Identify potential research opportunities and initiatives to take forward the . activities
- Enable the dissemination of information and the sharing of experiences among staff and students
- Institutional exchanges between students and staff
- Organization of joint seminars, symposia, conferences, short courses, Summer School and meetings on academic and research issues
- Exchange of information pertaining to developments in teaching, pedagogy, . student development and research activities and
- Cooperation in any other areas as agreed to by both the Parties from time to time

#### ARTICLE 3: DURATION, TERMINATION AND AMENDMENT

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(ISS (Deemed to be University)

- This MoU will be effective from the date of signing by both parties for a period of 1. 5 (five) years, and may be subject to extensions by mutual consent in writing.
- Either party may terminate this MoU by giving six (6) months advance notice in 2. writing.
- The provisions of this MoU may be amended at any time with the mutual consent 3. of the parties in writing. BOCIAL SCIEN

amendment, termination and expiration of this MoU will not affect the terms ocactivities ongoing at the time of notification of amendment, termination or piration, unless otherwise agreed upon between the two parties.







5. Any legal issue arising out of this MoU may be amicably settled at a court at Bhubaneswar, Odisha, India.

## ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

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- 4.1 Intellectual Property Rights (IPR) generated during the Research, under this MoU shall be shared in accordance with the mutual understanding of the parties at the point of filing of the patent. General rules however could be following:
- 4.1.1. Joint Intellectual Property ("Joint IP"): the Parties shall agree that the application for patent registration and/or any other rights that can be registered shall be filed in joint names.
- 4.1.2. Dharanidhar University shall file, prosecute, maintain and extend patents or other appropriate rights of registration concerning Intellectual Property Rights that have been developed jointly and shall keep Kalinga Institute of Social Sciences (KISS) Deemed to be University informed about the status of all such actions. Similarly, Kalinga Institute of Social Sciences (KISS) Deemed to be University, shall file, prosecute, maintain and extend patents or other appropriate rights of registration concerning such joint Intellectual Property Rights and shall keep the Dharanidhar University, informed about the status of all such actions.

Both the parties shall execute necessary documents and provide assistance in order to protect interest of both the Parties under this clause.

- 4.1.3. Joint patents would be owned jointly and both parties would have equal ownership in the same.
- 4.1.4. Neither Party shall withdraw the application for any patent nor any other applicable right filed pursuant to Section 4.1.3.
- 4.1.5. Both Parties shall have the right to use the Joint IPR, for their own use only. This shall be carried out with the mutual consent of both parties.

4.1.6. Parties shall each take the consent of the other before sublicensing the Joint IPR, and pay the other a royalty depending on the valuation of their research contribution on mutually agreed price.





4.2 No Party shall acquire any ownership interest in any other Party's Background rights while performing joint research. Respective parties shall remain owners of their respective Background Rights.

#### **ARTICLE 5: CONFIDENTIALITY**

5.1 During the validity of this MoU and three [3] years thereafter, Dharanidhar University undertakes on its behalf and on behalf of its students/employees/ associates/ representatives and Kalinga Institute of Social Sciences (KISS) Deemed to be University undertakes on behalf of its students/ employees/ associates/ representatives to maintain strict confidentiality and prevent disclosure thereof, of all the Confidential Information and data exchanged/ generated pertaining to Academic and Research work under this MoU for any purpose other than in accordance with the MoU.

5.2 Notwithstanding anything stated in this MoU, Dharanidhar University, its faculty members/ associates involved and Kalinga Institute of Social Sciences (KISS) Deemed to be University's Faculty/ associates/ representatives shall not in any event disclose Confidential Information related to Intellectual Property to any third party.

5.3 The obligations set forth in this clause shall survive any termination or expiration of this MoU for a period of three years.

#### **ARTICLE 6: SPECIAL PROVISIONS**

6.1 Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-to-case basis in separate Memoranda of Agreements (MoA).

6.2 Each party will take approval from the other party in writing to use the latter's name and logo for the activities here under on a case-to- case basis.

6.3 Both parties here shall do their utmost to ensure the smooth and efficient implementation of the mentioned programs.

6.4 The two parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MoU or any subsequent associated agreement informally.

#### CARTICLE 7: FINANCIAL IMPLICATIONS

This Memorandum of Understanding shall not give rise to any financial ligation by one Party to the other.

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7.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

This MoU is prepared in two identical sets. Each party holds one original copy.

IN WITNESS WHEREOF, the undersigned parties have each set their hand to this MEMORANDUM OF UNDERSTANDING on the 1<sup>st</sup> February, 2025 between Kalinga Institute of Social Sciences (KISS) Deemed to be University and the Dharanidhar University.

For and on Behalf of

For the Dharanidhar University P 10 601/02/2023 Officer on Special Duty Professor Pratap K. MohantDharanidhar University Vice Chancellor Keonihar For Kalinga Institute of Social Sciences (KISS) Deemed to be University VICE-CHANCELLOR Professor Deepak Kumar Behera BHUBANESWAR In the presence of Registrar GISTRAR Dharanidhar University (ISS (Deemed to be Diversity) Dr. Prashanta Kumar Routersyity) Shri Duknabinathu Navakasi 22-184(100) Dharanidhar University Registrar Registrat KISS, Deemed to be thereit Dharanidhar University UNIVER. BHURANESWARTSID 9 6 Page 0