



GOVERNMENT EKLAVYA COLLEGE, DONDI LOHARA

शासकीय एकलव्य महाविद्यालय

AFFILIATED TO HEMCHAND YADAV VISHWAVIDYALAYA, DURG, C.G.

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AISHE CODE: C-21706

Date: 19.1.2022

Ref.: DVV clarification for Metric level: 3.5.2

Sub.: Response to DVV clarification for Metric level: 3.5.2

GECDL has 2 MOUs: Manipal university Jaipur Campus, Govt. College Khertha. As it has been done late in the year of 2021, the functionality is to be chalked out for the coming session. GECDL hereby submit copies of MOU for both the institutes.

Encl: As above



Principal
Govt. Eklavya Collage
Dondi Lohara, Distt. Balod (C.G.)

**Cooperation Agreement
Between
Manipal University Jaipur, Rajasthan
and
Govt. Eklavya College Dondi Lohara, Chhattisgarh**

Manipal University Jaipur and Govt. Eklavya College Dondi Lohara, confirming their interest in the development of cooperation in the field of teaching, scientific research, and cultural exchange to their mutual advantage, have agreed as follows.

Manipal University Jaipur an educational institution constituted under the **Govt of Rajasthan, THE MANIPAL UNIVERSITY JAIPUR ACT, 2011 , Act No. 21 of 2011** dated **04.06.2011** and is recognized by the UGC under section 2(F) of the UGC Act, 1956, having its campus at **Village Dehmi Kalan, Tehsil Sanganer, Near GVK Toll Plaza, Off Jaipur-Ajmer Expressway, Jaipur, Rajasthan 303007.**

The multidisciplinary university offers career-oriented courses at all levels, i.e., UG, PG and Doctoral and across diverse streams, including Engineering, Architecture, Planning, Fashion Design, Hospitality, Humanities, Commerce, Management, Communication, Basic Sciences, Law etc.

Manipal University Jaipur (hereinafter referred to as “MUJ” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns) of the First Part,

AND

शासकीय एकलव्य महाविद्यालय, डोंडीलोहरा की स्थापना जुलाई 2006 को 25 विधार्थियों के साथ हुई | स्थापना का उद्देश्य ग्रामीण तथा आदिवासी एवं पिछड़े क्षेत्र के विधार्थियों को उच्च शिक्षा का लाभ मिल सके | महाविद्यालय का नाम मई 2008 से परिवर्तित कर शासकीय एकलव्य महाविद्यालय, डोंडीलोहरा रखा गया। यह महाविद्यालय हेमचंद्र यादव विश्वविद्यालय दुर्ग से संबद्ध है | महाविद्यालय में स्नातक स्तर पर तीन संकाय कला, वाणिज्य एवं विज्ञान (जीव विज्ञान, सूक्ष्मजीवविज्ञान व गणित) तथा स्नातकोत्तर स्तर पर एम.ए. हिन्दी, राजनीति शास्त्र, अर्थशास्त्र, इतिहास विषय पर अध्यापन व्यवस्था है। महाविद्यालय में पंडित सुंदर लाल शर्मा (मुक्त) विश्वविद्यालय का अध्ययन केंद्र संचालित है जिसमें दूरस्थ शिक्षा प्रणाली द्वारा संचालित पाठ्यक्रमों में प्रवेश लेने की सुविधा है। यहाँ पाठ्यक्रम के साथ-साथ पाठ्येत्तर गतिविधियों को नियमित रूप से वर्ष भर आयोजित किये जाते हैं। यह महाविद्यालय राजनांदगांव से दक्षिण दिशा में दजहरा रोड पर 35 कि.मी. तथा बालोद जिला मुख्यालय से पश्चिम दिशा में 18 कि.मी. की दूरी पर स्थित है। Govt. Eklavya College Dondi Lohara (hereinafter referred to as “GECDL” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns) of the Second part.

Art. 1

The purpose of this agreement is to define aims and terms of cooperation between the institutions involved.

Art. 2

The scope of the agreement comprises teaching, academic research, student, and faculty exchange.

Art. 3

Both the partner institutes agree to the following forms of cooperation:

In the field of education:

- MUJ to provide the necessary training, guidance, and directions on NEP2020, and accrediting ranking frameworks etc. to GECDL.
- GECDL will provide all necessary arrangements for training purpose and will ensure necessary regular progress.
- MUJ to nominate technical and professional skill experts to deliver guest lectures/trainings to the students/faculty on mutual agreement.
- to exchange experiences on teaching methods.
- to exchange staff members for the purpose of lectures, training, workshops etc.

In the field of research:

Expertise available at both universities will be explored and possible research collaborations will be planned accordingly:

- to carry out joint research projects in the fields of mutual interests.
- to organize joint seminars, conferences, symposia etc.

In the field of student exchange:

- Cultural exchange of students during cultural & Sports Festivals and similar events.

Art. 4

In order to attain specific objectives and tasks within this agreement, a detailed working plan will be concluded between interested faculties and institutes. This plan will constitute an addendum to this agreement.

Art. 5

This agreement does not entail financial obligations for any of the universities.

Art. 6

- The partnering institutions will send their faculty members and students in accordance with the regulations in each institution.

- Detailed terms of agreement, in particular financial conditions, time, and duration of stay of the representatives of each Institute, will be set out in the addendum, referred to in Art. 4 of this agreement.

Art. 7

- This agreement is concluded for a period of three years.
- Annual collaborative activity report for each year is required to be created and shared with both the partners.
- This agreement enters into force upon signature by the university management of the cooperating universities.
- Cancellation of the agreement may be initiated by any of the universities by written 6 months' notice of termination given to the other cooperating university no later than the 30th of June for the agreement to expire the 31st December of the current year.
- All changes and supplements to this agreement require signatory consent of both universities.
- Both the partner universities shall endeavor to resolve their disputes/differences if any through mutual discussions.



**Principal
Govt. Eklavya Collage
Dondi Lohara, Distt. Balod (C.G.)**

Prof. Raju Lal Kosare
Principal Incharge

Government Eklavya College
Dondi Lohara
District Balod
491771

E-mail: principal@gecdl.in

Date: 29.11.2021



Dr Nitu Bhatnagar
Registrar

Manipal University Jaipur,
Village Dehmi kalan, Tehsil Sanganer,
Off. Jaipur-Ajmer Expressway, Ajmer Road, Jaipur
303007

E-mail: registrar@jaipur.manipal.edu

Date: 29.11.2021



Memorandum of Understanding

Between

[GOVT.COLLEGE KHERTHA DISTT. BALOD]

And

GOVT. EKLAVYA COLLEGE DONDI LOHARA DISTT. BALOD (CG)

This agreement is made this 30th day/month June of Year 2021 between Govt. College Khertha Distt. Balod (CG), a Govt institution of higher education which is a govt. college located at village Khertha, block Dondilohara (hereinafter Govt. College Khertha) and [GOVT. EKLAVYA COLLEGE DONDI LOHARA] located at [DONDI LOHARA DISTT. BALOD (CG)].

In the spirit of friendship and with mutual interest in cooperation, Govt. College Khertha and [GOVT. EKLAVYA COLLEGE DONDI LOHARA DISTT. BALOD (CG)] enter into this Memorandum of Understanding (MoU) to promote joint educational and cultural collaboration and agree as follows:

ARTICLE 1: SCOPE OF COLLABORATION

1.1 Areas of collaboration may be proposed by either institution and may include, but are not limited to:

[SELECT THOSE PERTINENT TO YOUR PARTNERSHIP. POSSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THOSE LISTED BELOW]

- Joint teaching, research, or cultural activity;
- Mobility of faculty, scholars, and students between institutions;
- Staff professional development;
- Sharing or creation of educational materials and resources.

1.2 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

1.3 All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

ARTICLE 2: DURATION AND EVALUATION

2.1 This MOU shall be in effect for a period of [3] years from the last date of signature. Either party may request termination of this agreement, in



writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional five (5) year period.

2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

ARTICLE 3: NON-DISCRIMINATION

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

ARTICLE 4: COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate Central, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

ARTICLE 5: FORCE MAJEURE

In the event students are unable to complete different activities governed by this MOU, due to causes beyond the control of Govt. College Khertha, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond Govt. College Khertha's reasonable control, Govt. College Khertha will assist the affected students in finding an alternate way to complete the activity.

ARTICLE 6: USE OF NAME

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. Home Institution may refer to the affiliation with Govt. College Khertha in public information materials regarding the



relevant Program. Govt. College Khertha reserves the right to review and request modification of Home Institution's reference to Govt. College Khertha as necessary. Home Institution may refer to the affiliation with Govt. College Khertha in its brochures and other public information materials having to do with the Program.

ARTICLE 7: INDEPENDENT CONTRACTORS

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

ARTICLE 8: SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

ARTICLE 9: WAIVER

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

ARTICLE 10: ASSIGNMENT

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

ARTICLE 11: GOVERNING LAW

This Agreement shall be construed and enforced solely pursuant to the laws of the land, without giving effect to the principles of conflicts of laws thereof and the parties agree that this Agreement shall be subject to the sole and exclusive jurisdiction of the state and subject to the jurisdiction of Balod District. The Parties agree that the foregoing governing law, jurisdiction and forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either Party. Notwithstanding the foregoing, any court with competent jurisdiction may enforce the judgment and ruling of the courts.

ARTICLE 12: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all

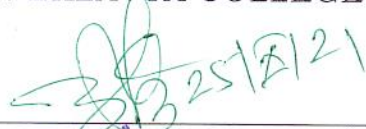


prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

ARTICLE 13: NOTICES

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

For [GOVT. EKLAVYA COLLEGE DONDI LOHARA]



प्राचार्य

शासकीय एकलव्य महाविद्यालय
डोंडीलोहारा, जिला-बालोद (छ.ग.)

Authorized Signatory (Name and Designation with Seal)

DATE: _____



For Govt. College Khertha



Principal,

Govt. College, Khertha
Distt. Balod (C.G.)

Authorized Signatory (Name and Designation with Seal)

DATE: 30/06/2021

