

MEMORANDUM OF UNDERSTANDING (MoU)

Between

Government Degree College, Kandaghat, Solan

And

Himachal State Museum, Shimla

2024

This Memorandum of Understanding ("MoU") is made on the 26 day of Dec, 2024 (the "Effective Date") between Himachal State Museum, Shimla, Himachal Pradesh, 171004 (hereinafter referred to as "HSMS"), and Government Degree College, Kandaghat, Solan, Himachal Pradesh 173215 (hereinafter referred to as "GDCK"). HSMS and GDCK enter into this MoU to promote joint educational and research collaboration. The parties agree to the following terms:

CLAUSE 1: Scope of Collaboration

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

- Joint and collaborative studies and research projects
- Research mobility for faculty, scholars and students between the institutions
- Staff professional development and
- Sharing or creation of educational materials and resources

1.2 Specific activities under this MoU will be outlined in subsequent agreements, which must be signed by authorized representatives of both institutions. These agreements will detail the scope of activities, intended outcomes and responsible departments or individuals.

1.3 All activities are subject to available funding and approval from the authorized representatives of each institution.

CLAUSE 2: Duration and Evaluation

2.1 This MoU shall be effective for ten (10) years from the date of signing. Either party may request termination by providing written notice sixty (60) days before the proposed termination date. Activities in progress at the time of termination may continue as planned unless otherwise agreed in writing.

2.2 Six (6) months before the expiration date, the designated representatives will conduct a joint evaluation of the MoU. Based on this evaluation, the MoU may be renewed for an additional ten (10) years.

2.3 Amendments to this MoU may be proposed in writing by either party and must be approved by the authorized signatories.

CLAUSE 3: Non-Discrimination

The parties agree not to discriminate based on religion, race, creed, national or ethnic origin, sex, age, physical disability, political affiliation and veteran status.

CLAUSE 4: Compliance with Law

Both parties agree to comply with all applicable laws, rules, and regulations, including any amendments. If any part of this agreement is found to violate Central, State, or local laws, the parties will negotiate in good faith to amend or revise the affected provisions. If an agreement on the revisions cannot be reached within a reasonable time, either party may terminate this agreement with thirty (30) days' written notice to the other party.

CLAUSE 5: Acts Beyond Control

In case the student or students are unable to complete the assigned programme due to causes beyond the control of GDCK, (including acts of God, war, government actions, fires, floods, epidemics, strikes, work stoppages, transportation issues and other uncontrollable events), GDCK will assist the affected students in finding an alternate site to complete the assigned Programme.

CLAUSE 6: Data Protection

The parties agree that any information from GDCK, Solan, or HSMS about students and faculty is protected under India's data protection laws. Such information will be used only for its intended purpose and will not be shared with third parties without the scholar's written consent. For this agreement, the Home Institution is considered a 'college official'."

CLAUSE 7: Use of Name

None of the parties shall use the name, logo, trademarks, or other intellectual property of the others for any purpose without prior written consent. However, HSMS may reference its affiliation with GDCK, Solan in public materials related to the Programme, subject to GDCK, Solan's review and modification requests.

CLAUSE 8: Independent Contractors

Each party is a separate and independent institution, and this agreement shall not be construed as creating a relationship of agency, employment, or partnership among them. Each party understands and agrees that this agreement establishes an independent contractor relationship, and that the agents or employees of one party are not considered employees or agents of any other party. The sole purpose of this MoU is the educational and skill enrichment of students.

CLAUSE 9: Severability

If any provision of this agreement is found to be invalid, void, or unenforceable, such provision shall be severable, and the remaining provisions shall remain in full force and effect.

CLAUSE 10: Waiver

The waiver of any breach of a term or provision of this agreement does not constitute a waiver of any other breach or term of the agreement.

CLAUSE 11: Assignment

None of the parties may assign this agreement or any rights or obligations under it to any person or entity without the prior written consent of the other parties. Any unauthorized assignment shall be considered null and void.

CLAUSE 12: Governing Law

This agreement shall be governed by the laws of India, excluding its conflict of laws principles. The parties agree to the exclusive jurisdiction of the courts in Himachal Pradesh. The governing law, jurisdiction and forum have been agreed upon through fair negotiations

and are not burdensome. Any competent court may enforce judgments from the Himachal Pradesh courts.

CLAUSE 13: Entire Agreement

This Agreement represents the complete and final understanding between the parties regarding the subject matter and supersedes all prior discussions, agreements and understandings, whether written or oral. Any modifications to this Agreement must be made in writing and signed by both parties.

CLAUSE 14: Notice

Any consent, waiver, notice, demand, or request under this agreement must be in writing and delivered by hand, telex, cable, facsimile, registered, certified, express mail, or a reputable courier. It is considered given when delivered, transmitted or seven (7) days after mailing to the specified addresses or any updated address provided in writing.

CLAUSE 15: Obligation

Both parties-GDCK, Solan and HSMS- shall ensure that any educational or research workshops, studies, seminars or lectures under this Memorandum of Understanding (MoU) are collaboratively formulated by both parties or their authorized representatives.

IN WITNESS WHEREOF, the parties have executed this agreement in English by their duly authorized representatives on the day and year first written above.

For Government Degree College, **Kandaghat, Solan**
(First Party)

Name: **Principal** Government Degree
College, **Kandaghat, Solan**

Designation: **Principal (H.P.)**

Date: **26/12/2024**

For and on behalf of
Himachal State Museum, **Shimla**
(Second Party)

Name:

Designation: **Himachal State Museum**

Date: **Shimla-4**

In the presence of:

1. Signature

Name: **Dr. Harinder Lal**
Address: Government Degree College
Kandaghat, Solan, 173215

2. Signature

Name: **M.s. Anju Devi Thakur**
Address: Government Degree College
Kandaghat, Solan, 173215

1. Signature

Name: **V. Bhat**
Address: Himachal State
Museum, Shimla-171004

2. Signature

Name: **P. D. Bhat**
Address: Himachal State
Museum, Shimla-171004