

MEMORANDUM OF  
UNDERSTANDING  
BETWEEN

OM STERLING  
GLOBAL UNIVERSITY,  
HISAR (HARYANA)

&

VAISH COLLEGE,  
BHIWANI (HARYANA)  
APRIL-2023





हरियाणा HARYANA

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**Memorandum of Understanding**

**between**

**OM STERLING GLOBAL UNIVERSITY, HISAR (HARYANA)**

**&**

**VAISH COLLEGE, BHIWANI (HARYANA)**

This Memorandum of Understanding (MoU) is effective as of **7.04.2023** (Effective Date) to establish an affiliation by and between

**OM STERLING GLOBAL UNIVERSITY, HISAR** (hereinafter referred as "**OSGU**") a university established in 2019 under The Haryana Private Universities Act, 2006 and as per Section 2(f) of the UGC Act, 1956 having its administrative office at NH - 52, Hisar-Chandigarh Road, Hisar - 125001, Haryana. {Here - in - after, for the sake of brevity referred to as the "**OSGU**", which expression unless excluded by or repugnant to the context or meaning hereof, shall deemed to include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, Prof. N.P. Kaushik, Vice Chancellor, OSGU, of the **FIRST PARTY**,

and



**VAISH COLLEGE, BHIWANI (VCB)** was established in 1944 and affiliated with Ch. Bansi Lal University, Bhiwani. The Vaish College, having its Administrative Office at Railway Road, Bhiwani, Haryana (PIN - 127021) {Here - in - after, for the sake of brevity referred to as the "**VCB**", which expression unless excluded by or repugnant to the context or meaning hereof, shall be deemed to include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, Dr. Sanjay Kumar Goyal (Principal), VCB, of the **SECOND PARTY**

(**OSGU** and **VCB** hereinafter jointly referred to as the "**Parties**")

### **Preamble**

WHEREAS OSGU and VCB have many areas of common interest, considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education, and research. NOW THEREFORE, OSGU and VCB have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU), which defines the framework for the cooperation of the two institutions set out in the following sections.

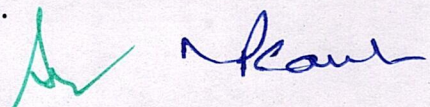
### **Article 1 - Overall Objective**

Both Institutes agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.

The two institutions shall seek to promote:

#### **A. Faculty/Scientist/Staff/Student Exchange**

- I. The Institutions shall encourage/support exchange programmes that are mutually beneficial and helpful for institutions and its members.
- II. The Institutions shall sponsor visits by faculty members for a brief period for interaction with teachers/scholars and for delivering extension lectures according to the details to be mutually agreed upon.
- III. The Institutions shall encourage/ support exchange programmes for research scholars and other students to enable them to use infrastructural facilities available in each other's institutions and interact/learn from experienced faculty thereof.
- IV. The Institutions shall allow scholars/students to attend classes/seminars in each other's institutions according to details that will be mutually agreed upon.





## B. Academic/Research Collaborations

The Institutions, shall collaborate with, each other, in the following fields for promotion of quality research work:

- I. Conduct conferences/workshops/seminars jointly where faculty members from the institutions would be encouraged to participate.
- II. Organise cultural exchange programmes and sports activities in both institutions.
- III. Jointly organize workshops on Massive Open Online Learning Courses (MOOC) and Information and Communication Technology (ICT).
- IV. Share library resources and provide access to laboratory facilities.
- V. Develop jointly new courses/programmes.
- VI. Carry out joint outreach and extension activities and capacity-building programmes for members of both the institutions and the local community.
- VII. Exchange information on teaching, learning material and other literature relevant to their educational and research programs,
- VIII. Jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty to participate therein,

## Article 2 - Authorities and Responsibilities:

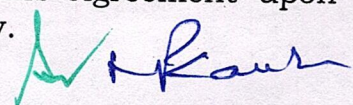
- I. Progress of this MoU will be monitored by Vice-Chancellor of OSGU and Principal of VCB, or their nominees through periodic meetings. Any change/modification/termination as introduced/suggested by the Review Committee (Comprising of authorised signatory of both the institutions, and such members as mutually decided upon by them) shall be accepted by both the institutions.
- II. However, for technical and administrative coordination purposes and day-to-day routine matters, the respective institutions may appoint/delegate the responsibility to designated coordinators.

## Article- 3 Non-Discrimination

- III. The parties agree not to discriminate on the basis of race, creed, national or ethnic origin, sex, age, handicap, political affiliation, 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 bringing the entire Agreement into compliance, either party may terminate this Agreement upon ninety days prior written notice to the other party.





### **Article-5 Force Majeure**

In the event, students are unable to complete the Program due to but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labour disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond the reasonable control of both of the Universities, the initiator University will assist the affected students in finding an alternate site/mode to complete the Program.

### **Article-6 Intellectual Property Rights**

The intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case-to-case basis and will be consistent with officially laid down IPR policies of the two Universities

### **Article 7- Validity**

The Memorandum shall remain in force for a period of FIVE years commencing from the effective date. Institutions may extend the term by written agreement signed by both after review.

### **Article 8 - Termination**

Either institution may terminate the MoU by giving the other institution written notice of six months in advance. Once terminated, neither OSGU nor VCB will be responsible for any financial or otherwise losses the other institutions may suffer. However, OSGU and VCB will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

### **Article 9- Amendments/Modifications**

This MoU may be amended or modified by a written agreement signed by the representatives of both institutes.

### **Article-10 Dispute Resolution**

The OSGU and VCB shall attempt to resolve all disputes arising out of or relating to this MOU by direct negotiation between them within reasonable time of arising of such dispute.

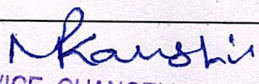
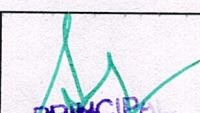
In case of any dispute between the both the parties to the agreement hereunto the same shall be liable to be challenged within the jurisdiction of the Place/District where the agreement, so has been signed and executed.

In witness whereof, both OSGU & VCB, hereto have executed this Agreement as of the Effective Date set forth above.

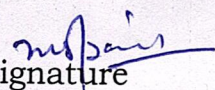
*Kaushik*  
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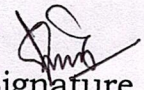
**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be made in English and executed by their respective duly authorized signatories on this the day and year first above written.

FOR & ON BEHALF OF: <b>Om Sterling Global University, Hisar</b>		FOR & ON BEHALF OF: <b>Vaish College, Bhiwani</b>	
Signature With Official Seal & Stamp	 VICE CHANCELLOR STERLING GLOBAL UNIVERSITY NH-52, HISAR CHANDIGARH ROAD, HISAR, HARYANA-125001	Signature With Official Seal & Stamp	 PRINCIPAL Vaish College BHIWANI
Name	Prof. N.P. Kaushik	Name	Dr. Sanjay Kumar Goyal
Designation	Vice Chancellor	Designation	Principal
Date	07.04.2023	Date	07.04.2023
Place	Hisar	Place	Hisar

Witness 1:

  
Signature  
Name Dr. Mahender Singh.  
Designation Dean Curriculum  
Address Om Sterling Global  
University, Hisar

Witness 2:

  
Signature  
Name : Dr. Krishan Kumar  
Designation : Associate Professor  
Address : Vaish College, Bhiwani