

MEMORANDUM OF UNDERSTANDING

BETWEEN



**UTTARAKHAND OPEN UNIVERSITY (UOU), HALDWANI,
TEENPANI BYPASS ROAD, BEHIND TRANSPORT NAGAR,
HALDWANI – 263 139, DISTT- NAINITAL, UTTARAKHAND, INDIA
(MINISTRY OF HIGHER EDUCATION, GOVT. OF UTTARAKHAND)**

AND



**HEMVATI NANDAN BAHUGUNA GARHWAL UNIVERSITY
(A CENTRAL UNIVERSITY), SRINAGAR GARHWAL – 246 174,
DISTRICT PAURI GARHWAL, UTTARAKHAND, INDIA
(MINISTRY OF EDUCATION (MOE), GOVT. OF INDIA)**

FOR

ACADEMIC COLLABORATION AND RESEARCH PARTNERSHIP

Year – 2026-31

Memorandum of Understanding

between

Uttarakhand Open University (UOU), Haldwani, Uttarakhand

and

**Hemvati Nandan Bahuguna Garhwal University (A Central University),
Srinagar Garhwal, Uttarakhand**

For

Academic Collaboration and Research Partnership

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 27 day of the month of August 2026 in the year 2026 by and between the **Uttarakhand Open University (UOU)**, Teenpani Bypass Road, Behind Transport Nagar, Haldwani – 263 139, Dist. Nainital, Uttarakhand [hereinafter called **UOU**], on the **ONE PART** and **Hemvati Nandan Bahuguna Garhwal University** [hereinafter called **HNBGU**, which shall, unless the context does not admit, include its successors and assigns], having its registered office at Srinagar (Garhwal), Uttarakhand – 246 174, on the **OTHER PART**.

PREAMBLE

The need for closer ties between universities has been recognized in line with the visionary framework of the National Education Policy (NEP) 2020, which emphasizes a holistic, multidisciplinary, and flexible higher education ecosystem that promotes equity, innovation, research and social impact.

WHEREAS the First Party, **Uttarakhand Open University (UOU), Haldwani**, established vide F. No. 608/Vidhayi Evam Sansadiya Karya/2005 dated 31 October, 2005 by Govt. of Uttarakhand vide Act No. 23 of 2005 and recognized by Distance Education Bureau of University Grant Commission, is involved in open and distance learning across diverse academic disciplines; AND

WHEREAS the Second Party, **Hemvati Nandan Bahuguna Garhwal University (HNBGU)**, established established as a State University vide U. P. State Government notification no. (10)/(865)/15/(75)(85)/64 dated 23 November 1973 converted to a Central University on 15th January 2009 by an Act of Parliament i.e. The Central Universities Act 2009 (vide Act No. 25 of 2009) dated March 20, 2009 by Govt. of India and recognized by the University Grants Commission, is a distinguished Central University dedicated to national excellence and global standards in higher education and research; AND

WHEREAS the parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of training and quality research in cutting-edge areas; AND

WHEREAS it has been considered expedient to agree in writing to participate jointly in projects requiring expertise and logistics from both the parties.

Article 1. SCOPE

The primary purpose of this MoU is to promote collaboration in academic and research domains, including the development and delivery of MOOCs, exchange of e-content, joint research initiatives, capacity building, and outreach programs with special focus on a holistic, multidisciplinary, and flexible higher education ecosystem fostering equity, innovation, research, and societal impact.

The areas of cooperation shall include, but are not limited to, the following:

- This MoU serves as a written understanding of mutually agreed principles between the UOU and the HNBGU to undertake activities of mutual interest between the two universities.
- The general purpose of this MoU/collaboration is to provide research opportunity to students and researchers of both universities in increasing the effectiveness of research and teaching; jointly organize seminars, conferences, and academic workshops on topics of mutual interest; and publish books, scientific papers, monographs, seminar and workshop proceedings, etc.
- Faculty members of UOU, Haldwani and HNBGU, Srinagar will work towards collaborative research and extension activities; undertake joint research projects, surveys, and case studies; collaborate on extension activities benefiting rural communities and farmer education; and mutually use research facilities developed/to be developed at both universities, following the standard norms of both institutions.
- Joint development and sharing of MOOCs and digital content – co-create and share Massive Open Online Courses (MOOCs) and other digital educational resources.
- Academic exchange, joint research initiatives, adaptation of e-content in allied and applied fields, and mutual growth in areas including Life Sciences, Chemical Sciences, Environmental Sciences, Physical Sciences, and Mathematics.
- Capacity Building and Faculty Development – Organize joint workshops, seminars, Faculty Development Programmes (FDPs), and training programs for faculty.
- Student Support and Engagement – Promote mutual access to online learning platforms and virtual labs; facilitate student projects, internships, and experiential learning opportunities.
- Skill Development and Entrepreneurship – Co-develop short-term certificate or diploma courses focused on skill development; promote entrepreneurship and innovation through joint incubation and mentoring programmes.
- Technology Integration – Share expertise in Learning Management Systems (LMS), student support services, and ICT-enabled delivery.
- HNBGU will provide summer training/skill building programs/dissertation (3–6 months) and research facilities to Master-degree students/learners of all relevant departments of UOU as per HNBGU norms. Similarly, UOU will provide such facilities as per its norms.

Article 2. PERIOD OF MoU AND ITS EXTENSION

2.1 This MoU shall come into force upon affixing of the signatures of the authorized representatives of both parties and shall remain effective for a period of Five (05) years with effect from the date of signing.



UOU, Haldwani
Haldwani



2.2 If either party wishes to continue collaboration beyond five (05) years, fresh proposals shall be submitted for mutual consent. Either party must notify the other not less than six (06) months prior to the expiry of the MoU.

2.3 This MoU and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment, extension or cessation to the MoU may be formalized by the exchange of letters between the two institutions.

2.4 The progress of this MoU will be monitored by the Hon'ble Vice-Chancellors of UOU and HNBGU, or their nominees, through periodic meetings. Any change/modification/termination as introduced/suggested by the Review Committee shall be acceptable to both universities.

Article 3. MANAGEMENT

The Vice-Chancellor of each University shall be the responsible authority for overall implementation of this MoU, unless the responsibility is delegated to other competent persons of their respective institutions.

For technical and administrative coordination, and for day-to-day routine matters, the respective institutions may appoint/delegate the responsibility to designated coordinators. Both institutions may also constitute an Advisory Committee consisting of expert members from both organizations to work out the operational details of the MoU and oversee its effective functioning.

Article 4. ROLES AND RESPONSIBILITIES OF EACH ORGANIZATION

The roles and responsibilities of the two parties under this MoU are as follows:

Uttarakhand Open University (UOU): UOU shall provide laboratory and other facilities as per norms and availability to the students/researchers/faculty members of HNBGU; make available guest house accommodation for scientists/research scholars/visiting faculty of HNBGU, subject to availability and on mutually agreed terms; support faculty members in preparing research projects/programmes, diploma courses, and certificate courses of interest; and jointly conduct research projects under this MoU.

Hemvati Nandan Bahuguna Garhwal University (HNBGU): HNBGU shall allow UG/PG students of UOU to undertake internships in its laboratories under the guidance of academic staff; allow faculty/research scholars from UOU to carry out part of their research at HNBGU on mutually agreed terms and as per HNBGU rules; provide hostel/guest house accommodation for faculty members and students of UOU visiting HNBGU for research/collaboration work, subject to availability and on mutually agreed terms; and support faculty members in preparing joint research projects and courses.

Participation of students in internships, dissertation work, laboratory training, skill-development programmes, or other academic/research activities under this MoU shall be subject to availability of seats, infrastructure, laboratory facilities, and approval of the concerned Department/School/Centre of the host institution.

Eligibility criteria, duration of training, selection procedure, academic requirements, and mode of supervision shall be determined by the respective host institution in accordance with its rules, ordinances, safety regulations, and applicable statutory guidelines.

Students participating under this MoU shall comply with all institutional policies relating to laboratory safety, discipline, ethics, biosafety, data confidentiality, and use of research facilities.


Representative of
Uttarakhand Open University
Hemvati Nandan Bahuguna Garhwal University



Article 5. EXCHANGE OF INFORMATION

Both institutions shall encourage the exchange of scientific, literary, and academic information as follows:

- Both parties shall promote joint publications including books, scientific papers, monographs, seminar and workshop proceedings, and e-content in areas of mutual academic interest.
- Digital content such as MOOCs, e-books, and online learning resources developed collaboratively shall be shared equitably between the two institutions.
- Both parties agree to provide mutual access to their academic and research resources, online learning platforms, virtual labs, and digital libraries to the extent permitted under their respective rules and regulations.
- Any exchange of academic or research information shall be subject to applicable intellectual property rights and confidentiality obligations as specified in Articles 7 and 9 of this MoU.

Article 6. GENERAL PROVISIONS

The following general conditions shall apply to the exchange of manpower, academic programs, and collaborative activities under this MoU:

- UOU shall recognize HNBGU for co-supervising research leading to the award of D.Phil./Ph.D./D.Sc. degrees as per the provisions of ordinances, rules, and regulations of UOU. Similarly, HNBGU shall recognize UOU for the same purpose.
- Co-supervision arrangements shall be subject to prevailing UGC Regulations and the ordinances/statutes of the respective universities.
- For approval as a Co-Supervisor, the CV of the proposed Co-Supervisor shall be sent to the respective University for consideration of approval by the Research Degree Committee (RDC), and the Co-Supervisor must comply with the RDC decision.
- The Vice-Chancellor of the respective university shall ensure that the interest of Ph.D. candidates admitted under the MoU shall not be adversely affected in case of transfer of the Co-Supervisor.
- The progress of research by scholars selected under the MoU shall be jointly monitored by both institutions and decided as per the ordinances, rules, and regulations of the Ph.D. programme of UOU.
- All activities proposed under this MoU shall comply with the ordinances and regulations laid down by both UOU and HNBGU and shall not, in any way, contradict or override the ordinances of either institution.

Article 7. INTELLECTUAL PROPERTY RIGHTS ARTICLE 7 **INTELLECTUAL PROPERTY RIGHTS**

7.1 Ownership of Intellectual Property

Determination of ownership shall be based upon documented evidence of intellectual contribution, inventorship, authorship, financial support, utilization of institutional resources, and applicable provisions of law governing Intellectual Property Rights.

7.2 Joint Intellectual Property

- (a) Any Intellectual Property generated through substantial intellectual contribution from both Parties shall be deemed Joint Intellectual Property and shall be jointly owned by parties on a pro-rata basis i.e. in proportion to their respective contributions.
- (b) The determination of inventorship, authorship, ownership shares, commercialization rights and revenue distribution shall be made by a Joint IPR Committee comprising equal representation from both Parties.
- (c) Neither Party shall have a right to assign, license, transfer, encumber, commercialize, exploit, or otherwise deal with any Joint Intellectual Property without the prior written consent of the other Party.

7.3 Publications

- (a) Academic publications arising from collaborative activities shall appropriately acknowledge the contribution of both Parties.
- (b) No publication, disclosure, presentation, thesis submission, conference paper, technical report, digital dissemination, or public communication relating to collaborative research shall be made without prior written review by the other Party.
- (c) Either Party may require postponement of publication for a reasonable period, not exceeding twelve (12) months, where such postponement is necessary for protection, registration, filing, prosecution, or commercialization of Intellectual Property Rights.

7.4 Patent Filing and Protection

Decisions relating to filing, prosecution, maintenance, abandonment, enforcement or defense of patents and other registrable Intellectual Property arising from collaborative research shall be taken jointly, with concurrence of each other.

7.5 Educational and Digital Content

- (a) Any MOOCs, digital learning materials, e-content, recorded lectures, course modules, software, databases, online educational resources, audio-visual content, artificial intelligence enabled educational tools, or other educational outputs jointly developed pursuant to this MoU shall constitute Joint Intellectual Property unless otherwise agreed in writing.
- (b) Neither Party shall reproduce, adapt, host, upload, distribute, monetize, commercialize, license, sublicense, transfer, or permit third-party use of such jointly developed content without the prior written consent of the other Party.
- (c) The use of the name, logo, trademark, insignia, goodwill, branding, or institutional identity of either Party in connection with such content shall not be made without prior written approval / concurrence of the other concerned Party.
- (d) Revenue generated from commercialization of jointly developed educational content shall be first credited to the accounts of HN BGU and then shall be disbursed / shared between the Parties.

7.6 Separate Project Agreements

The Parties may, for any specific project, programme, consultancy assignment, sponsored research activity, innovation initiative, technology transfer arrangement, incubation activity, or commercialization exercise, execute a separate project-specific Intellectual Property Agreement. In the event of any inconsistency, the provisions of such project-specific agreement shall prevail over this MoU.

7.7 Survival

The provisions of this Article shall survive expiration, suspension, termination, rescission, or non-renewal of this MoU and shall continue to bind the Parties with respect to all Intellectual Property generated during the subsistence of this MoU.

Article 8. FINANCIAL ARRANGEMENTS

No specific financial arrangements have been proposed under this MoU at the time of signing. Each institution shall bear its own operational costs for activities undertaken under this MoU unless otherwise agreed in writing by both parties for specific collaborative projects, programs, or events.

Any financial arrangement arising in the future shall be mutually agreed upon and documented through a separate written agreement duly signed by the authorized representatives of both institutions.

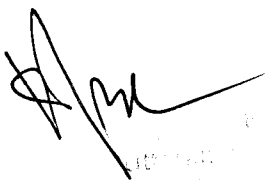
Article 9. CONFIDENTIAL INFORMATION CLAUSE

Each Party shall be bound to:

- (a) maintain the confidentiality of all Confidential Information received from the other Party and exercise at least the same degree of care as it employs for protection of its own confidential information, and in any event no less than a reasonable standard of care;
- (b) use such Confidential Information solely for the purposes contemplated under this MoU and for no other purpose whatsoever;
- (c) not disclose, publish, disseminate, transfer, copy, reproduce, transmit, or make available any Confidential Information to any third party without the prior written consent of the disclosing Party;
- (d) restrict access to Confidential Information only to those officers, employees, faculty members, researchers, students, consultants, or collaborators who have a legitimate need to know such information for implementation of activities under this MoU and who are bound by confidentiality obligations no less stringent than those contained herein;
- (e) not use the Confidential Information, directly or indirectly, for personal benefit, commercial exploitation, competitive advantage, publication, intellectual property filings, consultancy assignments, or any purpose unrelated to this MoU without prior written consent of the disclosing Party.

9.1 Data Protection and Cyber Security

- (a) Both Parties shall implement and maintain appropriate administrative, technical, organizational, and physical safeguards to protect digital information, academic records, research data, personal data, databases, information systems, login credentials, electronic communications, and other digitally stored information exchanged pursuant to this MoU.
- (b) Each Party shall comply with all applicable laws, regulations, governmental directives, institutional policies, and cybersecurity requirements relating to data protection, privacy, information security, and electronic records.



(c) Neither Party shall knowingly permit unauthorized access, misuse, alteration, destruction, loss, disclosure, transmission, or processing of information received from the other Party.

(d) Any actual or suspected data breach, cyber-security incident, unauthorized disclosure, or compromise affecting Confidential Information shall be notified in writing to the other Party without undue delay, together with details of remedial measures undertaken.

9.2 Publications and Research Data

No Party shall publish, disclose, present, submit for publication, or otherwise communicate any Confidential Information, unpublished research findings, patentable subject matter, proprietary data, or collaborative research outcomes without obtaining the prior written approval of the other Party, except where such disclosure is expressly permitted under this MoU or a separate written agreement.

9.3 Return or Destruction of Information

Upon termination, expiry, or written request of the disclosing Party, the receiving Party shall promptly return or securely destroy all Confidential Information and all copies thereof, whether in physical or electronic form, except where retention is required by applicable law, regulatory requirement, audit obligation, or institutional record-retention policy.

9.4 No License or Transfer of Rights

Nothing contained in this MoU shall be construed as granting, expressly or impliedly, any license, ownership interest, intellectual property right, proprietary right, or other entitlement in respect of the Confidential Information disclosed by either Party.

9.5 Survival

The obligations contained in this Article shall survive the expiry, termination, suspension, rescission, or non-renewal of this MoU and shall continue for a period of five (05) years thereafter; provided, however, that obligations relating to trade secrets, unpublished research data, patentable subject matter, personal data, examination records, and information protected by law shall continue for so long as such information retains its confidential character or remains protected under applicable law.

Article 10. ENTRY INTO EFFECT, MODIFICATION AND TERMINATION OF THE MoU

- This MoU shall come into effect on the date of signing by the authorized representatives of both parties and shall remain effective for a period of Five (05) years from the date of its signing.
- Modifications and amendments to this MoU, if any, shall be made in writing by mutual consent of both parties.
- Either party may terminate this MoU by giving not less than six (06) months' written notice to the other party. Such termination shall not affect any ongoing activities, projects, or obligations already undertaken under the MoU.
- This MoU shall be governed and construed in accordance with the Laws of India. If any dispute or difference arises in the interpretation or application of provisions of this MoU, it shall be resolved amicably through mutual consultation and negotiation within thirty (30) days of written notice of such dispute.



- In the event of parties not reaching an amicable agreement, the dispute shall be referred to and finally resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996, and the Rules framed thereunder as amended from time to time. The parties shall endeavor to settle dispute amicably and continue to act in accordance with this MoU to the maximum extent possible. In case this is not successful, the dispute shall be resolved through arbitrator appointed by the two Parties by mutual agreement. The rules and venue for the proceedings of arbitration shall be as mutually agreed between the Parties. The ruling of the arbitrator shall be final and binding on both parties. Any amendment or modification to the present text shall be submitted for review to the competent authorities, and shall not binding unless reduced to writing and signed by both the parties. The High Court of Uttarakhand shall have exclusive jurisdiction to adjudicate all disputes.
- This MoU is intended to serve as a framework for academic cooperation between the parties and does not create legally binding obligations except with respect to confidentiality, intellectual property, and dispute resolution provisions.

Article 11. FORCE MAJEURE

For the purposes of this MoU, a "Force Majeure Event" shall mean an event beyond the reasonable control of the affected Party, including but not limited to acts of God, war, invasion, armed conflict, terrorism, riots, civil disturbances, natural disasters, epidemics, pandemics, governmental restrictions, or any other event of a similar nature which materially prevents the performance of obligations under this MoU.

1. Neither Party shall be liable for any failure or delay in performing its obligations under this MoU to the extent such failure or delay is directly caused by a Force Majeure Event.
2. Force Majeure shall not include financial difficulties, lack of funds, increase in costs, labour shortages, administrative delays, failure of subcontractors or collaborators, internal disputes, change in management, or any circumstance arising from the negligence, default, or misconduct of the affected Party.

The Party claiming Force Majeure shall:

- (a) promptly take all reasonable steps to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable;
- (b) notify the other Party in writing within three (3) days of the occurrence of the Force Majeure Event, providing full particulars of the event along with all the relevant and available evidence, its expected duration, and the obligations affected; and
- (c) furnish such documentary evidence as may reasonably be required by the other Party to substantiate the claim of Force Majeure.

Failure to provide notice or supporting evidence within the stipulated time shall disentitle the affected Party from claiming relief under this Article to the extent the other Party is prejudiced thereby.

Upon cessation of the Force Majeure Event, the affected Party shall immediately notify the other Party in writing and shall resume performance of its obligations without undue delay. Any extension of time for performance shall be limited strictly to the period during which performance was demonstrably prevented by the Force Majeure Event.

If the Force Majeure Event continues for a period exceeding ninety (90) consecutive days, Hemvati Nandan Bahuguna Garhwal University (HNBGU) shall have the right, at its sole discretion, to suspend, modify, or terminate this MoU, wholly or partly, by written notice to the other Party, without incurring any liability whatsoever.

Hemvati Nandan Bahuguna Garhwal University
HNBGU

Termination, suspension, or extension of time under this Article shall not affect any rights, liabilities, obligations, intellectual property rights, confidentiality obligations, indemnities, or accrued claims arising prior to the occurrence of the Force Majeure Event or prior to such termination.

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept, and agree to terms contained herein.

FOR AND ON BEHALF OF
Uttarakhand Open University (UOU)
Haldwani, Nainital, Uttarakhand

Signature: _____

Name: _____

Designation: _____

Date: _____

Place: _____

Registrar
Uttarakhand Open University
Haldwani (Nainital)

FOR AND ON BEHALF OF
Hemvati Nandan Bahuguna Garhwal
University
Srinagar (Garhwal), Uttarakhand

Signature: _____

Name: _____

Designation: _____

Date: _____

Place: _____

Registrar
H.N.B. Garhwal University
(A Central University)
Srinagar (Garhwal)

Witness 1: _____

Name: _____

Asst. Prof. -- Dept. of Botany, School of -
UOU, Haldwani - Sciences

Witness 2: _____

Name: _____

Dr. Vinod Kumar
Assistant Prof. Dept. of Chemistry
School of Science, UOU, Haldwani

Witness 1: _____

Name: _____

Dr. Digar Singh
Asst. Prof. - Dept. of Botany and Microbiology
HNB Garhwal University

Witness 2: _____

Name: _____

Dr. Rohit Mahar
Asst. Prof. - Dept. of Chemistry
HNB Garhwal University