MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

School of Journalism and Mass Communication,

Aryabhatta Knowledge University

Patna

&

Bihar Institute of Public Administration and Rural Development,

Govt. of Bihar

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
RESEARCH AND RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the25....TH DAY OF Oct.:NAME OF MONTH – Two Thousand and Twenty One (DATE IN NUMERALS), by and between

school of Journalism & Mass communication, the first party represented herein by its Director, Mr. Iftekhar Ahmed (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns.)

AND

Bihar Institute of Public Administration and Rural Development, Govt. of Bihar, **THE SECOND PARTY**, and represented hereinby its Director General, Mr. Amir Subhani (hereinafter referred to as 'Second Party', organization which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a state government Higher Educational Institution for quality media education and research, named SCHOOL OF JOURNALISM & MASS COMMUNICATION (SJMC).
- B) Bihar Institution of Public Administration and Rural Development (BIPARD), the Second Party, is also a state government organization engaged in Training and Research in the fields of public administration, rural development, disaster management, panchayati raj, non-government organization, urban development, land, water management and sanitation and related fields. It

provides necessary support in the areas of policy formulation, programme initiatives, implementation strategies, training, research evaluation, documentation and dissemination of information.

- C) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- D) Both the Parties intend to cooperate and focus their efforts on cooperation within area of media related Training Education and Research.
- E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE - 1

CO-OPERATION

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE - 2

SCOPE OF THE MoU

- Both parties believe that close co-operation between the two would be of major benefit to the trainees to enhance their media skills and knowledge.
- Media related Programs: First Party will design the syllabi, conduct workshops, undertake lectures to train the officers of civil service of the Second Party on the media related concepts, theories, practices and hands on (where ever required) for its effective use in their administrative works.
- **Research and Development:** Both Parties have agreed to carry out the joint research activities in their respective fields of specialization that benefit the two institutions and society.
- Internship, Training and Research facilities will be provided by BIPARD, the Second Party to the students, scholars and faculty members of the first party that is SJMC.
- Both the parties, with their consent, can undertake any new initiative(s) as per their agreement in future.
- Both the parties to obtain all internal approvals, or permissions, and licenses of whatsoever nature required for offering the programs on the terms specified herein. The financial considerations will be dealt separately and will be mutually agreed upon by both the parties after due deliberation.

CLAUSE - 3

VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period both the parties as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or the second party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of termination, both parties have to discharge their obligations.

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Any divergence or difference derived from the interpretation of application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Patna.

AGREED:

For SJMC

School of Journalism & Mass Communication

For BIPARD

Authorized Signatory

Bihar Institute of Public Administration & Rural Development, Walmi Campus, Phulwarisharif, Pama-801 505