



**MEMORANDUM OF UNDERSTANDING  
BETWEEN**



**College Of Teacher Education  
Balasore, Odisha**

**And**

**Fakir Mohan (Autonomous) College  
Balasore, Odisha**

**April, 2024**

**MOU is made on ( 08 -04-2004)**

**Memorandum of Understanding (MoU)**

Between

**College of Teacher Education (CTE), Balasore, Odisha**

And

**Fakir Mohan (Autonomous) College, Balasore, Odisha**

This Memorandum of Understanding (MoU) is made and executed of this between **College of Teacher Education, (C.T.E.)** Balasore, which is a Government Teachers Training Institution through its authorized representative, the Principal, College of Teacher Education, Balasore, Odisha

And

**Fakir Mohan (Autonomous) College, Balasore**, is involved in academics and research in different areas of science, commerce and humanities, through its authorized representative, the Principal, Fakir Mohan (Autonomous) College, Balasore, Odisha.

**PREAMBLE**

WHEREAS, "College of Teacher Education, Balasore" is a premier Government Teacher Training College in Odisha offering B.Ed. programme and has expertise and capabilities for conducting research and carrying out teachers training.

"Fakir Mohan (Autonomous) College, Balasore" is the premier Co-education College in Odisha offering, UG and PG programme in arts, science and commerce.

WHEREAS, both "College of Teacher Education, Balasore" and "Fakir Mohan (Autonomous) College, Balasore" now recognizing the importance of academics and research collaboration in all disciplines.

**ARTICLE I: SCOPE OF THE MoU**

The MoU details the modalities and general conditions regarding collaboration between "College of Teacher Education, Balasore" and "Fakir Mohan (Autonomous) College, Balasore" for establishment of academic partnership which provides opportunities for the college to carry out student exchange programme, faculty exchange (extramural lectures), interdisciplinary research, collaborative seminars, workshops, and publish joint research

papers, use of library, laboratory & playground. The areas of cooperation can be extended through mutual consent.

## **ARTICLE II: SCOPE OF ACADEMIC INTERACTION**

In order to promote co-operation between "College of Teacher Education" and "Fakir Mohan (Autonomous) College, Balasore", the two organizations agree as follows:

1. The two organisations will encourage direct contact and co-operation between their members.
2. Within mutually acceptable fields, the following general forms of co-operation for programmes or activities will be explored for potential cooperation:
  - Academic and Research collaboration in the areas of mutual interest
  - Student and faculty exchange programme
  - Conduct of conferences, seminars, workshops and other academic meetings

### **Academic and research collaboration in the areas of mutual interest:-**

"College of Teacher Education, Balasore" and "Fakir Mohan (Autonomous) College, Balasore" will exchange information on research and educational programmes relevant to their educational and research programmes. Both the institutions may also exchange academic information, scholarly information, materials and publications.

### **Conduct of conferences, seminars, workshops and other academic meetings:-**

"College of Teacher Education, Balasore" and "Fakir Mohan (Autonomous) College, Balasore" agree to organize seminars, conferences, workshops, short term courses or any other academic/research meetings on topics of mutual interest. Both the parties will identify and invite faculty members from the other institution to participate in conferences, workshops and short-term courses.

## **ARTICLE III: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MOU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both parties, wherever applicable. Provided always, the decision whether to initiate and/or implement any programme or activity shall be at each party's sole discretion.



- b) This memorandum is not intended to create binding or legal obligations on either party. It merely expresses the intentions and understanding of the parties, which will form the basis of any legally binding agreement to be drafted and executed in the future.
- c) Both parties understand and agree that this memorandum creates no financial obligations on either party, and all financial arrangements will have to be negotiated and will depend on the availability of funds.
- d) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each after due approval from heads of both the institutions.

#### **ARTICLE IV: EFFECTIVE DATE AND DURATION OF MoU**

- a) This MoU shall be effective from the date of its approval by competent authorities of both the parties.
- b) The duration of the MoU shall be for a period of **3 years** from the effective date.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MoU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MoU.
- d) Any clause or article of the MoU may be modified or amended by mutual consent of "College of Teacher Education, Balasore" and "Fakir Mohan (Autonomous) College, Balasore".

#### **ARTICLE V: INTELLECTUAL PROPERTY RIGHTS (IPR)**

- a) "College of Teacher Education, Balasore" and "Fakir Mohan (Autonomous) College, Balasore" agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-by-case basis, and will be consistent with the officially laid down IPR policies of the two institutions.
- b) Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU shall be decided by the two parties by mutual consent on case-to-case basis.

#### **ARTICLE VI: CONFIDENTIALITY**

- a) During the tenure of the MoU both "College of Teacher Education, Balasore" and "Fakir Mohan (Autonomous) College, Balasore" will maintain strict confidentiality

and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

- b) Both "College of Teacher Education, Balasore" and "Fakir Mohan (Autonomous) College, Balasore" shall ensure their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under the MoU.
- c) Further both "College of Teacher Education, Balasore" and "Fakir Mohan (Autonomous) College, Balasore" have to put in place adequate and reasonable measure to keep and store confidential information safe and to prevent any unauthorized use.

#### **ARTICLE VII: AMENDMENTS**

Any amendment and/or addenda to the MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.

#### **ARTICLE VIII: RESOLUTION OF DISPUTES**

- a) This MoU shall take effect and be construed in accordance with the Law of India and be subject to the jurisdiction of the courts at Odisha.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this MoU, both the parties shall try to resolve the dispute/difference amicably between them through mutual consent.
- c) Parties may refer the dispute to the sole arbitrator jointly appointed by the parties before proceeding to the courts. Cause of action would determine the territorial jurisdiction of the courts either at Balasore or within Odisha.

#### **ARTICLE IX: MISCELLANEOUS**

Both "College of Teacher Education, Balasore" and "Fakir Mohan (Autonomous) College, Balasore" shall not directly or indirectly solicit or offer employment or engagement any of the personnel of other party without the prior consent in writing of that party during the term of this MoU.

IN WITNESS THEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives.

Signature :   
8-4-24

Name : ~~Dr~~ Sanjay Kumar Dey

Designation : Principal College of  
Teacher Education,  
Balasore

Seal : **PRINCIPAL  
COLLEGE OF TEACHER EDUCATION  
BALASORE**

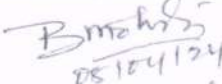
Signature :   
8/4/24

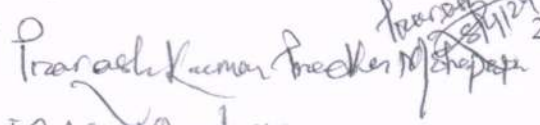
Name : Dillip Kumar Ghose

Designation : Principal, Fakir Mohan  
(Autonomous), College  
Balasore

Seal : **Principal,  
F.M. (Auto) College, Balasore**

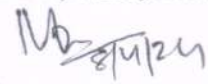
Witnesses:(Name, Address and Signature)

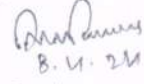
1.   
08/04/24  
Dr. Banani Mohanty  
IQAC, Co-ordinator  
College of Teacher Education, Balasore

2.   
08/04/24  
Prarash Kumar Pradhan  
IQAC Member  
College of Teacher Education,  
Balasore

Date: 08/04/24

Witnesses:(Name, Address and Signature)

1.   
08/04/24  
Dr. Manu De Pattana  
Co-ordinator IQAC,  
FM Autonomous College, Balasore

2.   
8.4.24  
Dr. Subrat Kumar Rana  
Administrative Bureau,  
F.M. Auto. Coll. in Balasore

Date: 08/04/24