

MEMORANDUM OF UNDERSTANDING (TRI-PARTITE MOU)

FOR CELEBRATION OF



ENTERED INTO AMONG



MAHATMA GANDHI CENTRAL UNIVERSITY

MOTIHARI, DISTRICT - EAST CHAMPARAN, BIHAR;



MAHATMA GANDHI ANTARRASHTRIYA HINDI VISHWAVIDYALAYA

GANDHI HILLS, WARDHA, MAHARASHTRA

AND



INDIRA GANDHI NATIONAL CENTRE FOR THE ARTS

NEW DELHI

267

✓



TRI-PARTITE MEMORANDUM OF UNDERSTANDING (MoU)

for
CELEBRATION

of

150TH BIRTH ANNIVERSARY OF MAHATMA GANDHI

SATURDAY 22ND JUNE 2019, ASHADHA KRISHNA PANCHAMI SHAK SAMVAT 2076

This Tri-partite Memorandum of Understanding (MoU) is made and executed at New Delhi on this 22nd day of June of the year 2019 which is Ashadha Krishna Panchami Shak Samvat 2076 among (i) Mahatma Gandhi Central University, Motihari – 845 401, District – East Champaran, Bihar (*hereinafter referred to as "MGCU"*); (ii) Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Gandhi Hills, Wardha – 442 005, Maharashtra (*hereinafter referred to as "MGAHV"*); and (iii) Indira Gandhi National Centre for the Arts, 11, Mansingh Road, New Delhi – 110 001 (*hereinafter referred to as "IGNCA"*).

MGCU; MGAHV and IGNCA are referred to individually as a "Party" and jointly as "Parties". Parties have reached the following intent to collaboration as per below described articles of this MoU.

ARTICLE 1

BACKGROUND

1.1 MGCU, MOTIHARI, BIHAR:

1.1.1. MGCU is a Central University established by an Act of Parliament [*i.e., Central Universities (Amendment) Act 2014*]. The University is located in Motihari, District – East Champaran, Bihar.

1.1.2. The Vision of MGCU is to establish the University with a Global outlook but grounded in local tradition & culture; establish it as a unique model of Excellence in Higher Education with student centric focus in terms of global standards of programme offerings, curricular framework, pedagogy, research, publications & extension; financially sound with own sustainable

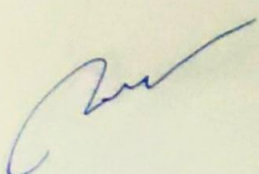

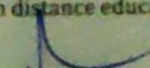
resource generation system; benchmark its curricular framework, pedagogical practices, infrastructure facilities, governance policies & administrative practices with global standards; have sustainable & renewable sources of energy for University needs.

- 1.1.3. The Mission of MGCU is to offer relevant & up-to-date, multi-disciplinary programmes of study to make students vocationally competent in the global job market; Adopt a holistic approach to learning through e-learning, peer-group learning, self-learning, work experience (industry / summer placement) besides conventional pedagogy; Integration of a high quality of research, publication, consultancy, and industry linkages; Implement UGC's new Choice Based Credit System.

1.2 MGAHV, WARDHA, MAHARASHTRA:

- 1.2.1. MGAHV was established through an Act of Parliament called the Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya (MGAHV) Act 1996 which was published in the Gazette of India Extraordinary on January 8, 1997.

This is an act to establish and incorporate a teaching University for the promotion and development of Hindi language and literature, through teaching and research, with a view to enabling Hindi to achieve greater functional efficiency and recognition as a major international language and to provide for matters connected therewith or incidental thereto.

- 1.2.2. The object of the University shall be to promote and develop Hindi language and literature in general and for that purpose to provide for instructional and research facilities in the relevant branches of learning; to provide for active pursuit of comparative studies and research in Hindi and other Indian languages, to create facilities for development and dissemination of relevant information in the country and abroad; to offer programmes of Research, Education and Training in areas like translation, interpretation and linguistics for improving the functional effectiveness of Hindi; to reach out to Hindi scholars and groups interested in Hindi abroad and to associate them in teaching and research and to popularize Hindi through distance education system.
- 
- 
- 

1.3 IGNCA, NEW DELHI:

- 1.3.1. IGNCA is an academic and cultural research institution. It is an Autonomous Trust under the Ministry of Culture, Government of India.
- 1.3.2. The main aim and objective of IGNCA is to serve as a major resource centre for the arts, especially written, oral and visual source materials; to undertake research and publication programmes of reference works, glossaries, dictionaries and encyclopaedia concerning the arts and the humanities; to establish a tribal and folk arts division with a core collection for conducting systematic scientific studies and for live presentations; to provide a forum for a creative and critical dialogue through performances, exhibitions, multi-media projections, conferences, seminars and workshops between and amongst the diverse arts, traditional and cotemporary etc.

ARTICLE 2

PURPOSE / AREAS OF COLLABORATION

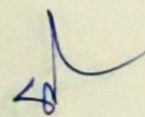
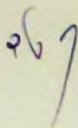
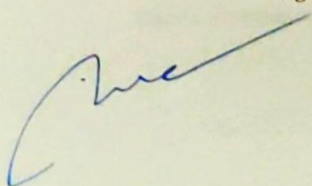
2.1 PURPOSE:

To commemorate the 150th Birth Anniversary of Father of the Nation Mahatma Gandhi.

2.1 AREAS OF COLLABORATION:

The parties hereby agree to work collaboratively on following points for the effective and efficient engagement by fulfilling the purpose of this MoU towards commemoration of 150th Birth Anniversary of Mahatma Gandhi. The mutually agreed activities by and among the parties are as under:

- i. To chalk out the Karyanjali under the commemoration;
- ii. To consider policies and lay down guidelines;
- iii. To organise national, international events, program viz. Seminars / Conferences / Workshops / Lectures / Competitions etc. at mutually agreed interval; and
- iv. To provide infrastructure, academic and technical support for all activities to be organised under this MoU.





ARTICLE 3

CO-ORDINATION AND NODAL OFFICER

For the purpose of implementing this Agreement, each party shall designate a Nodal Officer. They will be responsible for the overall coordination and the smooth conduct of various activities to be undertaken as part of this MoU. The Nodal Officer will carry out all activities mutually agreed by the parties.

Nodal Officer on behalf of MGCUB:

Dr Pavnesh Kumar (Ex-Officio)
Dean Students' Welfare
Mahatma Gandhi Central University
Motihari, District – East Champaran
Bihar – 845 401
Mobile No.: +91 – 94155 82480 | 9407034480
Email: pavneshkumar@mgcub.ac.in | dsw@mgcub.ac.in

Nodal Officer on behalf of MGAHV:

Prof. Nripendra Prasad Modi
Dean, School of Culture
Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya
Gandhi Hills, Wardha
Maharashtra – 442 005
Mobile No.: +91 – 9970251073
Email: isgsnpmodi@gmail.com

Nodal Officer on behalf of IGNCA:

Dr Achal Pandya
HoD (Conservation)
Indira Gandhi National Centre for the Arts
11, Mansingh Road
New Delhi – 110 001
Mobile No.: +91 – 9818257521
Email: achalpandya@hotmail.com



ARTICLE 4

PROMOTIONAL MATERIAL AND USE OF LOGOS

Neither Institution, party to this agreement, shall use the name and logo of the other in any form of publicity or promotional activities without the written consent of the party concerned.

ARTICLE 5

TERMS

5.1 Finance:

The financial arrangements wherever involved will be decided and approved after mutual consent and shall be agreed to for each activity individually on resource deployment, arrangements and mobilization will be planned vis-a-vis.

5.2 Assignment:

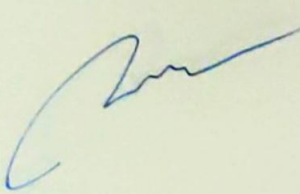
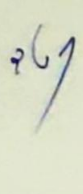
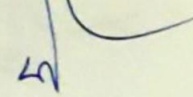
Neither of the Parties shall assign any of their duties under this MoU to any other person or Institution without prior approval of other party.

5.3 Amendments:

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

5.4 Non-Exclusive Discussions:

The Parties acknowledge and agree that the Areas of Collaboration under this MoU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with other parties in Bharat or elsewhere.



ARTICLE 6

VALIDITY AND TERMINATION

6.1 VALIDITY:

This MoU will remain in force upto 2nd October 2020 (Friday) from the date of signing of the agreement.

6.1 TERMINATION:

This MoU may be terminated by either party with a minimum of 30 days prior written notice. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.

The termination of MoU shall not affect the validity or duration of activities or agreement under this MoU, which were initiated prior to this activity.

ARTICLE 7

FORCE MAJEURE

7.1 The Party shall not be liable for any failure to perform any of its obligations under this MoU if the performance is prevented, hindered or delayed by a *Force Majeure* event (defined below) and in such case its obligations shall be suspended for so long as the *Force Majeure* Event continues. Each party shall promptly inform the other of the existence of a *Force Majeure* Event and shall consult each other to find a mutually acceptable solution.

7.2 "*Force Majeure* Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of the government.



ARTICLE 8

DISPUTE SETTLEMENT

8.1. Governing Law and Jurisdiction:

- 8.1.1. This MoU shall be governed by and construed in accordance with the laws of Republic of Bharat. All disputes arising out of or related to this MoU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of Bharat, without reference to conflict of laws in principles.
- 8.1.2. All disputes and differences arising out of or in connection with this MoU shall be in the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in Hindi, English or any Bharatiya Language and the seat of arbitration will be New Delhi.

ARTICLE 9

NOTICES

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (*return receipt requested*) to the Parties at the address specified below:

If to MGCU:

Attention of: Vice-Chancellor

Address:

Mahatma Gandhi Central University

Camp Office, Near OP Thana



Raghunathpur, Motihari - 845 401

District - East Champaran, Bihar

Contact No.: 06252 - 241007

Email: vc@mgcub.ac.in | osdadmin@mgcub.ac.in

Website: www.mgcub.ac.in

If to MGAHV:

Attention of: Vice-Chancellor

Address:

Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya
Gandhi Hills, Wardha - 442 005, Maharashtra

Contact No.: 07152 - 230904 | 230907

Email: vc@hindivishwa.org | rksphilosophy@gmail.com

Website: www.hindivishwa.org

If to IGNC:

Attention of: Member Secretary

Address:

Indira Gandhi National Centre for the Arts
11, Mansingh Road, New Delhi - 110 001

Contact No.: 011 - 23383895

Email: ms@ignca.nic.in | msignca@yahoo.com

Website: www.ignca.gov.in

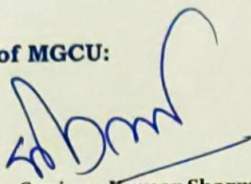
267



ARTICLE 10
AUTHORISED REPRESENTATIVES

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures on **Saturday, 22nd June 2019 at New Delhi:**

On behalf of MGCU:

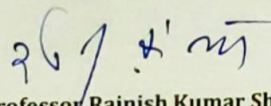

Professor Sanjeev Kumar Sharma
Vice-Chancellor
Mahatma Gandhi Central University
Motihari, District - East Champaran
Bihar - 845 401



MAHATMA GANDHI CENTRAL UNIVERSITY
Camp Office, Near OP Thana
Raghunathpur, Motihari - 845 401
District - East Champaran, Bihar (INDIA)

Official Stamp

On behalf of MGAHV:

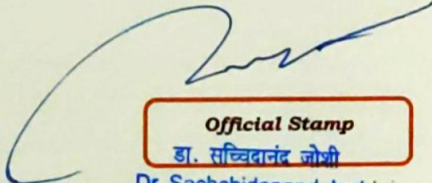

Professor Rajnish Kumar Shukla
Vice-Chancellor
Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya
Gandhi Hills, Wardha
Maharashtra - 442 005

प्रो. रजनीश कुमार शुक्ल
Prof. Rajaneesh Kumar Shukla
कुलपति / Vice-Chancellor
महात्मा गांधी अंतरराष्ट्रीय हिंदी विश्वविद्यालय, वर्धा
Mahatma Gandhi Antarrashtriya
Hindi Vishwavidyalaya, WARDHA

Official Stamp

On behalf of IGNCA:

Dr Sachchidanand Joshi
Member Secretary
Indira Gandhi National Centre for the Arts
11, Mansingh Road
New Delhi - 110 001



Official Stamp

डा. सच्चिदानंद जोशी

Dr. Sachchidanand Joshi
सदस्य सचिव / Member Secretary
आई.जी.एन.सी.ए., जनपथ / IGNCA, Janpath
नई दिल्ली-110001 / New Delhi-110001