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MAHABAHU CLIMATE FORUM

Article 5 Agreement or Memorandum of an agreement

DEED OF MEMORANDUM OF UNDERSTADING

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(Zero)

BHATTADEV UNIVERSITY

MAHABAHU CLIMATE FORUM

MAHABAHU CLIMATE FORUM

(One Hundred only)





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DEED OF MEMORANDUM OF UNDERSTANDING

And

Mahabahu Climate Forum, Powershift, Satyanarayan Plaza, 2nd Floor, Third Eye Complex, Harabala Path, Bye Lane 1 and 2, Ulubari, GS Road, Guwahati -781007 (hereinafter referred to as "MCF," a joint initiative of *Mahabahu* and *Multicultural Educational Development Trust (MEDT)*, represented by Mr. Anjan Sarma, Son of Late Arjun Sarma, aged about 64 years, resident of Satyanarayan Encalve, Harabala Path, G.S. Road, Guvwahati-781007, Kamrup (M), Assam, of the second part. 'BU' and 'MCF' may hereinafter collectively be referred to as "Parties" and individually as "Party".

Whereas, Bhattadev University, A Public State University established by upgrading Bajali College under Assam Act No. XXXVI on 24th of June, 2019 offers Undergraduate, Post Graduate and PhD courses in Humanities and Social Sciences as well as Natural and Mathematical Sciences.

Whereas, Mahabahu Climate Forum (MCF) is a climate-focused initiative launched by mahabahu.com, an Assamese-English online magazine based in Assam, India, and MEDT. It aims to drive grassroots climate action, community education, and local resilience building in Northeast India, especially Assam.

1. PURPOSE

To build a cooperative relationship which can focus on research, teaching, training, extension, publications, policy, project funding etc. – all centred around climate change and sustainable development in Assam and North-East India, and beyond.

2. ROLE / COMMITMENTS

Month Registrar Bajall Bhattadev University, Bajall

Research & Academic

- a) Both parties shall jointly organize academic and capacity-building events such as workshops, seminars, and training programmes from time to time.
- b) MCF shall keep BU informed about the availability of training opportunities, including short-term and long-term courses, internships, summer training programmes, and final-year project guidance.
- c) Both parties shall extend mutual support by sharing laboratories, manpower, and other available resources as and when required for the fulfilment of collaborative activities.
- d) Both parties shall collaborate in conceptualizing, preparing, and submitting joint research proposals on areas such as Climate Change, Climate Action, Climate Justice, Sustainable Agriculture, Renewable Energy, Water Resource Management, and Biodiversity, with special focus on Assam and North-East India.
- e) Establishment of a "Climate & Sustainability Research Cell" within the University in collaboration with the MCF.

Community & Rural Development

- a) Extension activities in nearby villages for climate-resilient farming, water conservation, solar energy adoption, waste management etc.
- b) Awareness campaigns on climate change and sustainability for local schools and communities.
- c) Development of a "Model Green Campus" in Bhattadev University as a demonstration site.

Knowledge Sharing & Publications

- a) To organise Joint conferences, seminars, and symposia on climate change and sustainability.
- b) Co-publication of research journals, policy briefs, books, periodicals, magazines etc.
- c) Digital knowledge exchange creation of an open-access resource hub on climate change.

Policy & Consultancy

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- a) Advisory and consultancy services to Government of Assam & NE region through collaborative expertise.
- b) Contribution to climate policy documents, action plans, and advocacy efforts.
- c) Research-based recommendations for sustainable rural transformation in North East India.

Financial & Project Opportunities

- a) Joint application for national and international research grants from national and international institutions like DST, DBT, ICSSR, United Nations, UNDP, EU Climate Fund, etc.
- b) Collaborative fundraising for climate action projects in Assam.
- c) Sponsorships and CSR partnerships through the MCF's network.
- d) Establishment of fellowship/scholarship scheme for climate-related research.
- e) Both parties shall collaborate in the conceptualization, drafting, and submission of project proposals to appropriate funding agencies, institutions, or organizations including the appropriate Government.
- f) Any financial assistance, grant, or fund received from any external agency in connection with such projects shall be received and managed in accordance with the prevailing rules, regulations, and financial procedures of both parties. Disbursement and utilization of the fund shall be carried out following the prescribed guidelines of the funding agency and as accepted by the both parties, ensuring accountability, transparency and standard accounting procedure.

3. FORCE MAJEURE

For the purpose of this MoU, the expression Force Majeure shall mean any clause affecting the performance of a party of its obligations arising from acts, events, omissions, happenings, or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) Governmental Regulations, fire, flood, earthquake, strikes, or any other disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening, or non-happening will be considered Force Majeure if it is not attributed to wilful act, neglect or failure to take reasonable precautions of the affected party. Neither party shall in any circumstances be liable to the other party for any loss of any kind whatsoever, including

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but not limited to any damages or abetment of charges whatever directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform or resume the performance of such obligations hereunder for the duration of such Force Majeure event.

4. DURATION, TERMINATION AND AMENDMENT

- i. The validity of this MoU would be for a period of **three (3)** years with effect from the date of execution of this MoU. The MoU may be renewed on mutually agreed terms between the Parties.
- ii. This MoU may be terminated by either party by giving three months prior written notice without assigning any reason. Upon such termination, neither party nor its officials shall have any claim against the other. However, the obligations and responsibilities of both parties towards students already enrolled under programmes covered by this MoU shall continue in full force until the completion of their respective training, evaluation, and the formal reporting of results.
- iii. Any amendments and/or addenda to the MoU shall be in writing and shall be signed by the both the parties hereto and only after such execution, the same shall be deemed to form part of the MoU and have the effect of modification of the MoU to the extent required by such amendment or addenda.
- iv. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of the amendment, termination, and expiration unless otherwise agreed upon between the parties.

5. **CONFEDENTIALITY**

- i. During the tenure of this MoU, both BU and MCF 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 of this MoU.
- ii. Both BU and MCF shall bind their respective personnel who come into possession or knowledge of any confidential information NOT to disclose the same to third parties

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without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU.

- iii. Further, both BU and MCF shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- iv. Confidential information shall mean any proprietary information, data or facts belonging to the parties collectively or severally, disclosed by the disclosing party under this MoU or any subsequent addendum, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specially agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However, confidential information shall not include any data or information which:

- a) Is or becomes publicly available through no fault of the receiving party.
- b) Is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- c) Is independently developed by the receiving party without reference to the confidential information of the disclosing party.
- d) Is rightfully obtained by the receiving party from the third party or is in the public domain.
- e) Is disclosed with the written consent of the party whose information it is, or is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

6. **INDEMNITY**

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/losses) arising out of or in connection with this MoU due to breach of any provisions of this MoU by such party or as a result of any act of negligence/ omission or commission on part of such party and / or its employees, agents etc.

7. INTELLECTUAL PROPERTY RIGHT

Registrar Bhattadev University, Bajali

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All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("Intellectual Property") owned by one Party prior to the date of this MOU will continue to be owned by that party. The Intellectual Property Rights in respect of the study materials/books/journals etc. shall be with the concerned party who has developed such contents. In the event of joint development of such study materials/books/journals etc., the Intellectual Property Rights shall be jointly owned by both the parties. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property Right created by one Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the said Party.

JURISDICTION

The Courts at Guwahati shall have the jurisdiction, in case, the parties to the MoU are required to approach the Courts of Law to settle any disputes and differences regarding any matter arising out of this MoU.

IN WITNESS WHEREOF the undersigned has executed this Agreement as of the date first above

Signed on behalf of

Bhattadev University:

Bhattadev University, Bajali Professor (Dr.) Manjit Das, Registrar,

सा विद्या या विमुक्तये

Bhattadev University, Bajali

Signed on behalf of

MCF Guwahati:

Mahabahu Climate Forur

President

Sri Anjan Sarma

President, MCF, Guwahati

Date: 09/10/2025

Place: BLatt slew Universely

Pathonh

Witnessed by:

Name: Updent Held-Designation: Asso. Prof.

Date: 9/10/2025
Place: Pathods

Witnessed by:

Mahabahu Climate Forum

Secretary

Name: Sajer Sun Designation: Seeneley

Date: 29/10/2025

Place: Pullsely