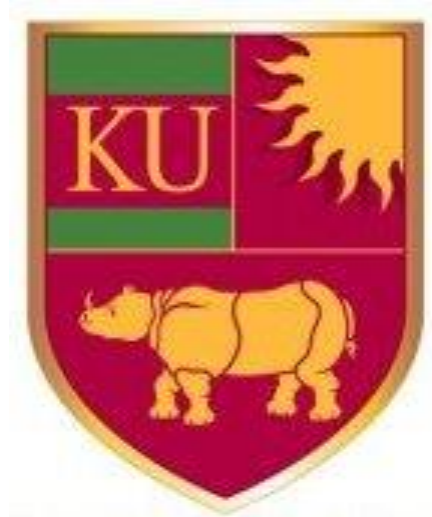


**ASSAM KAZIRANGA UNIVERSITY,  
JORHAT(ASSAM)**



**THE FIRST ORDINANCE**

---

PREPARED UNDER SEC 32  
OF  
THE ASSAM PRIVATE UNIVERSITY ACT 2007

**CONTENTS**

1	Preamble.....	4
2	Title.....	5
3	Right to Interpretation and Amendment.....	5
4	Applicability.....	5
5	Power to Implement.....	6
6	Admissions.....	6
7	Degrees, Diploma and Certificates offered by the University.....	9
8	Award of Degrees, Diplomas and Certificates.....	9
9	Conditions for Institution and Award of Scholarships, Prizes and Medals.....	10
10	Conduct of Examination.....	11
11	Basic Rules of Examinations.....	13
12	Pre Examination Activities.....	14
13	Appointment of Paper-setters and Examiners.....	14
14	Paper Setting.....	15
15	Assessment of Answer Books.....	15
16	Making Amendments or Corrections in the Result.....	15
17	Grace Marks for Getting Higher Grade(s).....	16
18	Result Processing.....	16
19	Unfair Means in Examinations.....	16
20	The Examinations Unfair Means Committee.....	17
21	Unfair Means Used by the Students.....	17
22	Malpractices Used or Lapses Committed by Paper-setters & Examination Staff.....	19
23	Assessment Procedure to be followed by an Examiner.....	20
24	Verification of Answer-Books.....	20
25	Revaluation.....	20
26	Conditions for Certificates & Prizes.....	21
27	Tuition Fees and Other Fees.....	21
28	Residence, Health, Conduct and Discipline of Students.....	22
29	Maintenance of Discipline among the Students and Disciplinary Powers.....	23



## **FIRST ORDINANCE**

30	Grievance Redressal Mechanism.....	27
31	Co-operation and Collaboration with Other Universities and Institutions .....	29
<b>Appendix - I</b>	<b>Statement of the student alleged to have used unfair means at the University examination.</b>	<b>31</b>
<b>Appendix - II</b>	<b>Form of undertaking by the student regarding use of unfair means</b>	<b>32</b>
<b>Appendix - III</b>	<b>Report of the Invigilator</b>	<b>33</b>
<b>Appendix - IV</b>	<b>Proforma for submission of the information regarding prosecution of students</b>	<b>34</b>
<b>Appendix - V</b>	<b>Format for the application for the grievance redressal</b>	<b>35</b>
<b>Appendix - VI</b>	<b>Format for Memorandum of Understanding between KU and other universities</b>	<b>37</b>

## **1 Preamble**

The First Ordinance of the Assam Kaziranga University, a private university in the State of Assam, under provisions of the Assam Private Universities Act, 2007, an institution sponsored by the North Eastern Knowledge Foundation (A Registered Trust), with emphasis on providing teaching, research and extension services in the fields of Science and Technology, Commerce and Management, Arts and Humanities, Social Work and Service Sectors, Agriculture, Health Sciences, Sports and Physical Education, Information Technology, Teacher Education and other allied areas.

### **1.1 What Assam Private University Act Says Regarding “The First Ordinance”**

- 1) Subject to the provisions of the Assam private University Act, 2007 or the Rules or Statutes made thereunder, the First Ordinances may provide for all or any of the following matters, namely:-
  - a) the admission of students to the university and their enrolment as such;
  - b) the courses of study to be laid down for the degrees, diplomas and certificates of the university;
  - c) the award of the degrees, diplomas, certificates and other academic distinctions, the minimum qualifications for the same and the means to be taken relating to the granting and obtaining of the same;
  - d) the conditions for award of fellowships, scholarships, stipends, medals and prizes;
  - e) the conduct of examinations, including the terms of office and manner of appointment and the duties of examining bodies, examiners and moderators;
  - f) fees to be charged for the various course examinations, degrees and diplomas of the university;
  - g) the conditions of residence of the students of the university;
  - h) provision regarding disciplinary action against the students;
  - i) the creation, composition and functions of any other body which is considered necessary for improving the academic life of the university;

- j) the manner of co-operation and collaboration with other universities and institutions of higher education;
  - k) All other matters which by this Act or Statutes made thereunder are required to be provided by the Ordinances.
- 2) The First Ordinances of the university shall be made by the Vice-Chancellor which after being approved by the Board of Management, shall be submitted to the State Government for its approval.
  - 3) The State Government shall consider the First Ordinances submitted by the Vice-Chancellor under sub-section (2) within two months from the date of their receipt and shall either approve them or give suggestions for modifications therein.
  - 4) The Vice-Chancellor shall either modify the Ordinances incorporating the suggestion of the State Government or give reasons for not incorporating any of the suggestions made by the State Government and shall return the First Ordinances along with such reasons, if any, to the State Government and on receipt of the same, the State Government shall consider the comments of the Vice-Chancellor and shall approve the First Ordinances of the university with or without such modifications and then the First Ordinances, as approved by the State Government shall be published by the State Government in the Official Gazette and upon such publication the Ordinances shall come into force.

## **2 Title**

The First Ordinances of the University prepared under sub-sec (3) of Sec 32 of the Assam Private University Act, 2007.

## **3 Right to Interpretation and Amendment**

The Government shall have the right to approve or modify these Ordinances under sub-sec (3) and (4) of Sec 32 of the Act.

## **4 Applicability**

These Ordinances shall come in force from the date on which they are published in official Gazette of the Government.

## **5 Power to Implement**

The Vice Chancellor under overall control of the Board of Management shall be responsible for implementation of these Ordinances.

## **6 Admissions**

(Under sub-sec 1 (a) of Sec 32 of the Act)

In accordance with the reservation policy of the Government for the weaker section of the society, admissions to all the programmes offered by the University shall be made on the basis of competitive merit in accordance with the following procedure.

**6.1** In these Ordinances, unless the context requires otherwise-

- a) **“The Act”** means the Assam Private University Act 2007
- b) **“KUCET”** means Kaziranga University Common Entrance Test or any other similar test with any other name, conducted by the University or the agency identified for selection of students to all relevant study programmes run by the University.
- c) **“Competent Authority”** means the authority so designated by the University.
- d) **“Candidate”** means a person who has submitted his application in the prescribed form with prescribed fees to the Competent Authority and, who is found eligible to appear for the KUCET.
- e) **“Chairman”** means Chairman of the Board of Paper Setters.
- f) **“Day and Date of Test”** means day and date of the KUCET as fixed and notified by the person appointed by the Competent Authority,
- g) **“Test Centre”** means the centre and / or the location identified by the Competent Authority at various places to conduct KUCET from time to time.
- h) **“Paper Setter”** means the person appointed by the Competent Authority to set the question papers.
- i) **“Presiding Officer”** means the person(s) so designed by the Competent Authority to monitor the conduct of KUCET at a test centre.
- j) **“Schedule of KUCET”** means and includes the day, date, time and KUCET test centre and such other information related to conduct of the KUCET.

## **6.2 Pre-Examination**

The Competent Authority shall:

- a) Prepare the scheme of the KUCET and place before the Governing Body for its approval.
- b) An advertisement notification containing relevant information pertaining to the scheme & schedule of the KUCET shall be published in leading news papers both at the National and State levels and so also on the website of the University.
- c) After the last date of the sale of the prospectus, a 'Reconciliation Report' shall be prepared including the total number of prospectus printed, total number of prospectus sold, amount received there from, etc.
- d) Thereafter all the applications shall be scrutinized processed further.
- e) Hall tickets, time table, name of the test centre, instructions and other related matters shall be sent to the candidates by Registered Post and/or e-mail. Such information also needs to be made available on the University's website.

## **6.3 Syllabus of KUCET**

The detailed syllabus for the KUCET with respect to all the relevant courses shall be framed and the nature of the question paper along with the component wise (subject wise) marks shall be clarified in full detail and the same shall be made available along with the prospectus, and also on the authorized website of the University.

## **6.4 Appointment of Paper Setters and Question Paper Setting**

- a) The Competent Authority shall identify and appoint the required number of Paper Setters.
- b) The Paper Setters shall prepare three independent parallel sets of question papers based on the 'content wise weights' (marks) to be given to each topic in the syllabus. The answer key for each set also needs to be prepared.
- c) The Paper Setters shall submit all the question paper sets (manuscripts) to the Academic Council for approval.
- d) The Chairman, Board of Paper Setters, shall then prepare four versions of each question paper by scrambling them vertically and laterally and the answer key of each version.

- e) The Competent Authority shall then select at random any ONE SET from among the three in his custody as the final set to be taken for printing. Other sets to be kept for use in emergency. The printing will be done in-house.

### **6.5 Printing of Question paper**

The question papers and blank answer sheets shall be printed in house Govt registered printers selected by competent authority.

### **6.6 Conduct and Evaluation of KUCET**

- a) KUCET may be conducted in the main campus of the University and/or at a centre and / or the location identified by the Competent Authority
- b) The KUCET needs to be completed within the pre allotted time. No extension of time would be permitted. All other rules of the test shall be strictly adhered to.
- c) After the test, the Invigilator should collect all the answer sheets along with the question paper and hand it over to the Presiding Officer.
- d) Thereafter, the question-answer sealed packets, unused question papers & answer sheets and the “Reconciliation Report” of used, unused question papers and answer sheets shall be sent to the Examination Department of the University.
- e) The evaluation shall be made by the Competent Authority and the result shall be notified to the candidates by email. The result would also be made available in the University website.

### **6.7 Counselling**

- a) The counseling of the students for actual admission shall be done on the dates already declared in the prospectus.
- b) The Competent Authority shall arrange for the verification of documents during the counseling session. These shall include the statement of marks of at the +2 and/or +3 level, birth certificate, and other certificates such as domicile, caste validation and such other documents that may be deemed necessary for verification before admitting the candidate for the professional courses.
- c) In case of NRI and/ or IOP candidates, verification of VISA, Passport, equivalence certificate issued by AIU shall also be done carefully.

### **6.8 Conditions for Cancellation of Admission**



- a) No candidate shall be admitted to the professional programme after the last date(s) declared by the respective Central Council.
- b) The performance of the candidate in KUCET and his subsequent admission to any of the programme of the University shall stand cancelled if he-
  - i. Has submitted false information or record.
  - ii. Has resorted to any unfair means during the KUCET.
  - iii. Has tried to bribe any of the employees of the University for the purpose of the admission.
  - iv. Has paid any sum to any person who is not the employee of the University for the purpose of the admission.

## **7 Degrees, Diploma and Certificates offered by the University**

(Under sub-sec 1 (b) of the Sec 32 of the Act)

- 7.1 The University shall offer the academic programmes leading to the award of Degrees, Diplomas and Certificate in all the branches of knowledge.
- 7.2 The University shall institute Degree, Diplomas and Certificate with the approval of Academic Council.
- 7.3 The University shall not institute Degrees with the nomenclatures which are not mentioned UGC Schedule under sub-sec 3 of Sec 22 of the UGC Act 1956.
- 7.4 The University shall follow the UGC Regulations in relation to the duration of programmes.
- 7.5 The University shall not start any programme without prior approval of the respective Central Councils.

## **8 Award of Degrees, Diplomas and Certificates**

(Under sub-sec 1 (c) of the Sec 32 of the Act)

- 8.1 The University shall award only those Degrees, Diplomas and Certificates to the students which are duly instituted by the University.

- 8.2** The Degrees, Diplomas shall be awarded during the convocation ceremony organised by the University. The detailed procedure is as laid down in the Statutes prepared under Sec 30 of the Act.
- 8.3** The entry level qualifications, minimum grades required, duration of the programmes, shall be as laid down in the curriculum of the respective programmes.

## **9 Conditions for Institution and Award of Scholarships, Prizes and Medals**

(Under sub-sec 1(d) of the Sec 32 of the Act)

- 9.1** All offers of bequests, donations and endowments shall be accepted subject to the following conditions:
- a) The benefits of the endowments shall not be restricted to any caste, creed, religion or community.
  - b) The donation or endowment shall be accepted after the approval by the Governing Body.
  - c) The amount of an endowment or a donation shall not be less than Rs. 1, 00,000/-
  - d) All donations or endowments that are accepted shall be placed as long term deposit in a bank with a view to receiving maximum interest or returns.
  - e) The interest received on an endowment deposit shall be utilised for the purpose of development of the University.
- 9.2** The Governing Body, on the recommendation of the Academic Council, may institute fellowships, scholarships, prizes and medals out of the Endowment Fund.
- 9.3** The name of the student to whom the prize is awarded shall be published on the website and in a relevant publication and intimated do the donor and the concerned student.
- 9.4** If an endowment is accepted for instituting a prize or medal for a particular programme and if the University decides to modify, change or delete that programme, the University, on recommendations of the Academic Council and approval of the Governing Body, with the concurrence of the donor, may decide to use that

endowment to institute a prize or medal for some other academic programme of the University.

- 9.5 The University shall constitute a committee to review all fellowships, scholarships, prizes and medals after every three years. The Committee constituted for the purpose may change the amount of the prize, medal, etc., and other allied matters, subject to the condition that the basic objectives for which the endowment is created, and the name of the prize, are not changed.

The constitution of the Committee shall be as follows:

- a) Vice-Chancellor - Chairman
- b) A nominee of the Chancellor - Member
- c) A nominee of the Governing Body - Member
- d) A nominee of the Board of Management - Member
- e) Deans of the Schools - Member
- f) Registrar - Secretary

## **10 Conduct of Examination**

(Under sub-sec 1 (e) of Sec 32 r/w Sec 37 and 38 of the Act)

In these Ordinances relating to the conduct of examination conducted by the University, unless there is anything repugnant in the subject or context;

- a) “**Academic Year**” means a year commencing on such date in July and ending with such date June of the year following as may be decided by the Academic Council.
- b) “**Admission to an Examination**” means the issuance of an admission card to a student in token of his having completed all the conditions laid down in the relevant Regulations by the University. In case of after issuance of admit card it is found that the student does not fulfill all the conditions, the admit card shall be liable to cancel.
- c) “**Applicant**” means a person who has submitted an application to the University in the prescribed form for admission to an examination.

- d) **“Student”** means an individual, who has been admitted to an examination by the University.
- e) **“Examination Fee”** means the total fee chargeable from students for examination, by the University from time to time.
- f) **“Examinee”** means a person who actually presents himself for an examination or a part thereof to which he has been admitted.
- g) **“Ph.D. examinations”** means an examination leading to the Ph.D. Degree of the University after post graduation.
- h) **“Moderation of Answer Book”** means a process in which a second senior examiner reevaluates an answer book section-wise irrespective of the marks given by the first Examiner. It gives the same benefit to the student as in the case of revaluation.
- i) **“Moderation of Question Papers”** means a process where a moderator moderates the question papers set by the paper setters.
- j) **“Post Graduate Degree Examination”** means an examination leading to Post Graduate Degree of the University.
- k) **“Post Graduate Diploma Examination”** means an examination leading to Post Graduate Diploma of the University.
- l) **“Repeater Student”** means a student, who, having once been admitted to an examination of this University is again required to take the same examination by reason of his failure or absence thereat and shall include a student who may have joined a School again in the same class.
- m) **“Schedule of Examination”** means a table giving details about the time, day and date of commencement of each paper, which is a part of a scheme of examinations. The practical examination schedule shall be declared separately.
- n) **“Student”** means and includes a person who is enrolled as such by the University for receiving instructions, qualifying for any degree, diploma or certificate awarded by the University.
- o) **“Under-Graduate Examination”** means an examination leading to the Graduate Degree of the University.

- p) **“Unfair Means Committee”** means the Committee to investigate into the cases of unfair means, indulged in by a student or by a person involved in the work of conduct of examinations constituted under these ordinances.
- q) **“Verification”** means recounting and re-totaling of marks of all answer(s) evaluated earlier, including assessment and allotment of marks to any un-assessed answer(s) in the concerned answer book.

## **11 Basic Rules of Examinations**

- a) The question papers, unless otherwise, specified shall be set in English.
- b) No question shall be set at any examinations calling for or necessitating a declaration of religious faith and or belief on the part of examinee.
- c) No person other than the student, invigilators, and such other persons as may be authorised by the Controller of Examination, shall be allowed to enter the premises of the examination centre.
- d) The student at all the examinations shall strictly abide by the instructions that may be issued by the Controller of Examination from time to time.
- e) All examinations except viva-voce/oral/practical shall be conducted by means of printed or photocopied question papers including such other modality, as may be prescribed by the University, from time to time.
- f) The Dean of the School shall conduct the viva-voce, oral, practical examinations and internal assessment as per the time table prepared by them.
- g) The Standard of passing, the Grade Point Average (GPA) and Cumulative Grade Point Average (CGPA) shall be as per laid down in the Regulations, from time to time.
- h) The weights assigned to various learning activities in internal assessment shall be as laid down by the regulations from time to time.
- i) The Controller of Examination, in consultation with the Deans of Schools shall make all the arrangements for theory and practical examination.
- j) Whenever any of the dates(s) on which any examination has to be held, happens to be holiday, declared as such by the University or by the State due to some

natural disaster or when in the opinion of the Vice Chancellor there is a sufficient reason for altering the days for holding any examination as already fixed, it shall be competent by the Vice Chancellor to fix such a date (s) other than the date(s) fixed already for holding such examination as it may consider proper.

Provided that, notice shall be given to the students concerned well in advance both on the website or notice board and by e-mail.

## **12 Pre Examination Activities**

- a) The Controller of Examination shall prepare the schedule of examination at least three months prior to the dates(s) of examination and publish the same for the information of teachers and students well in advance. The practical examination schedule shall be declared separately by the concerned Deans of the School.
- b) A list of students appearing the examinations shall be prepared by the Controller of Examinations and submitted to the concerned Deans of the School.
- c) The Examination Department shall prepare and print the admit cards and make the make the seating arrangement at least fifteen days in advance after consultation with the Deans of the Schools.
- d) The Controller of Examination shall appoint sufficient number of Invigilators, Paper Setters and Examiners for each subject.

## **13 Appointment of Paper-setters and Examiners**

- a) No teacher can claim appointment as Paper Setter, Moderator and Examiner as a matter of right. The appointments of teachers as Paper Setters, Moderators and Examiners shall be made by the Sub Committee of School Council.
- b) The Sub-Committee of School Council shall consist of following members:
  - 1) The Dean of the School concerned - Chairman
  - 2) One Professor from each subject.
  - 3) One Associate Professor from each subject.

- c) After internal discussions, the Sub-Committee shall prepare the final list of Paper Setters, Moderators & Examiners for theory and practical's. The recommendations of Sub-Committee shall be sent to the Controller of Examination who shall intimate the concerned persons along with detailed instructions.

## **14 Paper Setting**

- a) Each Paper-setter shall set the question paper as per the format provided by the Controller of Examination.
- b) Each Paper-setter shall set three parallel and independent question papers along with model answer and scheme of marking and submit the same to the Controller of Examination in a separate sealed cover.
- c) The Controller of Examination shall arrange for the safe custody of the question papers/answer key received.

## **15 Assessment of Answer Books**

After all the examinations have been completed, the assessment process shall begin.

- a) All answer books shall only be assessed centrally under the strict vigilance of Controller of Examination in the University campus and in any case home assessment shall not be permitted.
- b) All examiners shall assess the answer books strictly as per the scheme of marking and model answers provided to them.
- c) Each examiner shall tabulate the marks in blank mark sheet supplied to them and signed the same with date. They should submit the assessed answer papers to the Dean.
- d) The Dean of the School shall send the mark lists and the answer books to the Controller of Examination in sealed cover.
- e) The Controller of Examination, after validation, shall keep them in safe custody for one year and there after destroy them by shredding.

## **16 Making Amendments or Corrections in the Result**

The question of amendments in the result of a student may arise due to wrong entry of marks in the system (typing error), wrong totaling (re-totaling), wrong evaluation (revaluation) and /or proof of the evidence of malpractice.

Information of such cases has to be given by the Controller of Examination to the Registrar and the Dean of the School. After the approval from the Dean the amendments can be officially made and the same needs to be updated in the records.

However, in certain cases the Board of Management may be referred for a decision.

## **17 Grace Marks for Getting Higher Grade(s)**

The grace marks for getting higher grade(s) or for the purpose of passing shall be as laid down by the respective programme regulations

## **18 Result Processing**

- a) All the statements of marks received in the examination division shall be tallied with the answer books. After validation, the mark list shall be handed over to the officer in charge for data entry.
- b) The result so processed shall be placed before the Ad-hoc Committee constituted by the Vice- Chancellor. Ad-hoc Committee shall consist of following members; namely:
  - i. Dean of the School concerned;
  - ii. One Senior Professor;
  - iii. Controller of Examination.
- c) This Committee shall scrutinise the result by random checking which includes verification of the marks of the students on the result sheet and mark list and thereafter apply gracing rules and prepare the final results.
- d) On the recommendations of the Ad-hoc Committee, the Controller of Examination shall process the result and print the statement of marks, merit list, list of failed students.
- e) The Controller of Examination shall declare the results on or before the dates published.

## **19 Unfair Means in Examinations**

NH 37, Koraikhowa, Jorhat – 785006, Assam

Ph: +91 376 230550 email: [info@kazirangauniversity.in](mailto:info@kazirangauniversity.in) [www.kazirangauniversity.in](http://www.kazirangauniversity.in)

Page | 16



**19.1** On receipt of a report regarding use of unfair means by any student in the examinations, including breach of any of the Ordinances and or Rules laid down by the authorities, for proper conduct of examination, the Board of Management shall have powers at any time to institute enquiry and to punish such unfair means or breach of the Ordinances and or Rules by exclusion of such student from any examination or from any course in a school or from any convocation for the purpose of conferring degree either permanently or for a specified period, or by cancellation of the examination result of the student for which the student appeared or by deprivation or any scholarship held by him or by cancellation of the award of any prize or medal to him or by imposition of fine, not exceeding than Rs.1000/- or in any two or more of the aforesaid ways within a period of one year.

**19.2** On receipt of report regarding malpractices used or lapses committed by any paper-setter, examiner, moderator, referee, teacher or any other person connected with the conduct of examination conducted by the University or including breach of the ordinances and or rules laid down for proper conduct of examination, the Board of Management, shall have power at any time, to initiate inquiry and to punish such malpractices or lapses by declaring disqualified the concerned paper-setter, examiner, moderator, referee, teacher or any other person connected with the conduct of examination work either permanently or for a specified period or by referring his case to the Registrar for taking such disciplinary action as deemed fit as per their service conditions.

Provided that, in case of external examiner, if any, the Controller of Examination shall inform the Registrar or his university, for the necessary action.

## **20 The Examinations Unfair Means Committee**

**20.1** The Vice Chancellor shall constitute an “Unfair Means Committee” consisting of following members:

- i. Chairman to be appointed by Vice Chancellor
- ii. All Deans
- iii. Controller of Examination
- iv. Asst Registrar ( Academics) - Secretary

## **21 Unfair Means Used by the Students**

### **21.1 Definition**

Unless the context otherwise requires

- a) ***“Unfair Means relating to Examination”*** means and includes directly or indirectly committing or attempting to commit or threatening to commit any act of coercion, undue influence or fraud or malpractice with a view to obtaining wrongful gain for oneself or to any other person or causing wrongful loss to other person/s.
- b) ***“Unfair Means Material”*** means and includes any material whatsoever, related to the subject of the examination, printed, typed, handwritten or otherwise found on the person or on clothes, or body of the student or on wood or other material, in any manner or in the form of chart, diagram, map or drawing or electronic aid etc. which is not allowed in the examination hall.
- c) ***“Committee”*** means the Unfair Means Committee constituted by the Vice-Chancellor.

### **21.2 Competent Authority**

The Board of Management shall be the competent authority to take appropriate disciplinary action against the students using, attempting to use, aiding, abetting, instigating or allowing using unfair means at any examination. However at the operational level, the Invigilator and Dean shall initiate the disciplinary action.

### **21.3 Disciplinary action to be taken against guilty students**

- a) In case a student is found using any unfair means during any of the examinations then, he/she shall be called upon to surrender to the Dean, the unfair means material found in his possession, if any, and his answer book. Such a student shall give an undertaking (Appendix No. I) & the concerned Dean and Invigilator shall record their statements accordingly under their signatures (Appendix No. II).
- b) Thereafter the case shall be referred to the Unfair Means Committee.
- c) The student himself only shall present his case before the Committee. Reasonable opportunity, including oral hearing, may be given to the student in his defense. After the hearing the Committee would submit its final report to the Board of Management.
- d) The Board of Management after taking into consideration the report shall pass such orders as it deems fit including granting the benefit of doubt to the student; issuing warning or exonerating him from the charges.

### **21.4 Malpractice in Practical/Dissertation/Project Report Examination:**

Malpractices in practical/ dissertation/project report examination shall be dealt in a way similar to the case of malpractice in a theory examination. As far as possible the quantum of punishment should commensurate with the gravity of the offence.

## **22 Malpractices Used or Lapses Committed by Paper-setters & Examination Staff**

### **22.1 Definition**

Unless the context otherwise requires:

- a) **“Paper-setter, Examiner & Moderator”** means and includes person(s) duly appointed as such for the examination by the competent authority and the term “any other person connected with the conduct of examination” means and includes person(s) appointed on examination duty by the competent authority.
- b) **“Malpractice or lapse relating to examination”** means and includes directly or indirectly committing or attempting to commit or threatening to commit any act of unfair means, fraud or undue influence with a view to obtaining wrongful gain for himself or for any other person or causing wrongful loss to other person(s) or omitting to do what he is bound to do as duties.

### **22.2 Competent Authority**

The Board of Management shall be the competent authority to take appropriate disciplinary action against the paper-setters, examiners, moderators, referees, teachers or any other persons connected with the conduct of examinations committing lapses or using, attempting to use, aiding, abetting, instigating or allowing to use malpractice/s at the examinations conducted by the University.

### **22.3 Disciplinary Action against Guilty Staff**

- a) The Examination Unfair Means Committee shall also be the investigating committee for dealing with cases of malpractices used and/or lapses committed by the paper-setters, examiners, moderators, teachers or any other person connected with the conduct of examination conducted by the University. During the investigation process, the concerned person will be given a chance to defend his case.
- b) Thereafter, the Unfair Means Committee shall place its report before the Board of Management. After taking into consideration the Board of Management, shall

pass such orders as it deems fit, including granting the implicated person benefit of doubt, issuing warning or exonerating him from the charge(s) and shall inflict such punishments as it deems fit.

## **23 Assessment Procedure to be followed by an Examiner**

**23.1** If the examiner at the time of assessment of answer book suspects that there is a prima-facie evidence that the student(s) whose answer book(s) the Examiner is assessing appears to have resorted to unfair means in the examination, the Examiner shall forward his report, through the Dean along with the evidence, to the Controller of Examination with his statement in a separate confidential sealed envelope marked as "Suspected unfair means case". Such cases shall be inquired into by the Unfair Means Committee.

## **24 Verification of Answer-Books**

**24.1** Application for verification from an examinee shall be submitted to the Controller of Examination within fifteen days from the date of declaration of the result concerned. Verification of the written answer books shall be caused by the Vice-Chancellor as per the guidelines, mechanism as may be laid down from time to time. There shall be no verification of practical examinations.

**24.2** The Answer Books may be scrutinised for verification of the correctness of the total of marks recorded and for verification that all answers have been assessed.

**24.3** If, as result of such verification, it is found that the result of the examinee needs to be changed at the examination, the Vice-Chancellor shall publish a supplementary list embodying the results of such verification. The fee paid by the Examinee in such cases shall be refunded fully.

## **25 Revaluation**

Revaluation of the answer scripts of the candidates at the examination conducted by the University.

- a) Where the Vice-chancellor is satisfied that there is a prima facie case warranting revaluation of the answer books of any candidate for any reason deemed satisfactory, he may arrange for revaluation of the answer books of the candidate through some other examiner of his choice.

- b) A candidate who has failed in not more than four papers at the examination shall be eligible to apply for revaluation. However, not more than two papers as indicated by the candidate shall be re-valued per semester.
- c) The applications for revaluation of answer scripts along with original statement of marks addressed to the Controller of Examination shall be submitted through the Dean.
- d) The fees for revaluation of the answer book for each paper shall be decided by the University, from time to time. This fee shall not be refunded.

## **26 Conditions for Certificates & Prizes**

- a) The Character Certificate shall be supplied to the final year undergraduate and post-graduate students on payment of the charges to be decided, from time to time.
- b) The fee for any certificate not provided for in any of the Bye-laws shall be decided, from time to time. The fee paid by a person for obtaining a certificate shall not be refunded.
- c) No student shall be eligible for any fellowship, prize, medal or other award who presents himself for the examination to which the award relates, after the expiry of the minimum period prescribed for such examination. The computation of the period for this purpose shall begin from the date of passing of the preceding examination which qualified the student to enter on the course for the higher examination.

## **27 Tuition Fees and Other Fees**

(Under sub-sec 1 (f) of Sec 32 of the Act)

- a) The University shall fix the Tuition and other fees for the purpose of charging to the students of the different programmes offered by the University as decided by the Governing Body.
- b) The University, in addition to the Tuition and other fees, shall charge Development Fees to the extent of six to fifteen percentages of Tuition Fees. The Development Fees shall not be subjected to the income-expenditure account but shall form a part of balance sheet as Development Fund.

- c) The development fees so collected shall be utilised only for maintenance or creation of the infrastructure facilities and learning resources.
- d) The University shall charge or recover other fees such as examination, convocation, eligibility, admission and such other fees as decided by the Governing Body from time to time.

## **28 Residence, Health, Conduct and Discipline of Students**

(Under sub-sec 1(g) of Sec 32 of the Act)

- a) Every student of the University shall reside either:
  - i. in the University hostel, or in a hall or boarding house recognised by the University authorities.
  - ii. with a parent or some person accepted by the University to be his guardian.
- b) Students residing in the hostel of the University, or in a recognised boarding house are termed resident students, others are termed non-resident students
- c) Every non-resident student shall submit to the Director of Students Affair hereafter referred to as 'Director', the name, address and relationship, if any, of the person with whom he proposes to stay. The Director shall satisfy in every case that the arrangements made are suitable, and that the guardian is able and willing to hold himself responsible for the welfare of the student while he is an inmate of his house.
- d) As soon as possible after the re-opening of the School, after the long vacation, the Director shall submit to the Registrar the following information:
  - i. the number of hostels and the names of the Wardens;
  - ii. the number of resident-students in each hostel;
  - iii. the number of non-resident students living with their parents.
  - iv. the number of non-resident students living with their guardians/others.
- e) Each hostel shall have a Superintendent who will supervise the work of hostel Wardens.
- f) There shall be a Hostel Management Committee consisting of following members:
  - i. The Director of Students Affair - Chairman

NH 37, Koraikhowa, Jorhat – 785006, Assam

- ii. The Wardens
  - iii. The Registrar / Asstt. Registrar (Admin)
  - iv. One Board Member to nominated by the Vice Chancellor
  - v. One student representative from each hostel
- g) The Hostel Committee shall meet once in two months or as and when required and discuss the issues related with the student's amenities, maintenance of the hostel, quality of food in the mess, etc.
- h) The Hostel Committee shall prepare the budget estimates of the hostel in relation with maintenance, infrastructural facilities, creation of new hostels and submit the same to the Finance and Accounts Committee.
- i) The University shall provide the 24 x 7 security for all the hostels.

## **29 Maintenance of Discipline among the Students and Disciplinary Powers**

(Under sub-sec 1(h) of Sec 32 of the Act)

- 29.1** A copy of Student Handbook / Hostel Handbook shall be supplied to each student at the time of his admission to the University and a receipt for the same shall be obtained from the student. This receipt shall form a part of the record of admission of the students.
- 29.2** Every student, during his programme of studies, shall be under disciplinary jurisdiction of the Competent Authority which shall take appropriate action, in case of indiscipline, misconduct on part of the student.
- 29.3** The Competent Authority may, by order, delegate all or any of his powers, as he deems fit, to such other officer as he may nominate in that behalf.
- 29.4** The cell-phone numbers and email ID of the Vice-Chancellor, Registrar, Dean's of the School & Director of the Student Affairs shall be made available to the student either on the website or on the notice boards.
- 29.5** The University shall provide 24x7 helpline for the students.

- 29.6** Any complain (s) received in relation to the ragging or sexual harassment should be addressed immediately so as to avoid unwanted incidences (s) on the campus.
- 29.7** The University administration shall play a proactive role in relation to the students support services.
- 29.8** Obligations of the students:  
Every student, shall at all the time,
- a) conduct himself properly,
  - b) maintain proper and orderly behaviour,
  - c) observe strict discipline both within the university campus, hostel and also outside, in buses, railways, or at public places or at picnic or study tours, organised by the School or playgrounds or in extracurricular activities.
  - d) ensure that no act of his purposely or otherwise brings the School or University in disrepute.
- 29.9** Any act of a student which is contrary to the provisions of clause (d) above shall constitute misconduct and/or indiscipline, which terms shall mean and include, among others any one or more of the acts jointly or severally, mentioned hereinafter, namely:
- a) Any act whether directly or indirectly causes or attempts to cause disturbance in the lawful functioning of School and/or University.
  - b) Habitual unpunctuality in attending lectures, practical's, tutorials, sessional examinations and other courses as may be prescribed.
  - c) Repeated absence from lectures, tutorials, practical's and other courses, as prescribed.
  - d) Any act whether direct or indirect through the media or newspapers and/or other media, by which, in the opinion of the competent authority, the School and University stand defamed, and any other act of intimidating and/or assailing and/or threatening the employees/officers/officials or faculty of the School or University as the case may be and any act to cause damage to the assets of the University and school by any means.



- e) Occupation of any building such as, hostel room, residential quarter or such other accommodation in the premises owned or hired by the University without prior permission from the competent authority.
- f) Permitting or conniving with any person not authorised to occupy any hostel room, residential quarter, or any accommodation or any part thereof of the University.
- g) Securing admission in the University, to any undergraduate or post-graduate programme or any other course by fabrication of the documents or suppression of facts or information.
- h) Obstruction to any student or group of students in his or their legitimate activities pertaining to classroom, laboratories, fields, playgrounds, gymnasium or places of social and cultural activity within the campus of the University.
- i) Suppressing material information or supply of false information to the University, for seeking any privilege.
- j) Possessing or using any fire arms, lethal weapons, explosive, or dangerous or corrosive substance on the premises of the school, hostel, playground and University.
- k) Possessing or consuming any poisonous or stupefying drugs or intoxicant in any form in the School, hostel and University.
- l) Ragging, bullying or harassing any student in School and University or outside thereof.
- m) Indulging in any act of violence, assault, intimidation or threatening in the University, School or hostels or outside thereof.
- n) Destroying or attempting to destroy or tamper with any official record or document of the School and University.
- o) Misconduct of the student, at any meeting or special functions or sports and cultural activities arranged by the School and University or at any other public place.
- p) Stealing or damaging any property belonging to the School and University, staff member of the School and University or any other public place.

- q) Instigating violence or participating in any demonstrations or violent agitation or violent strike in the School and University.
- r) Instigating or participating in any 'gherao' of any official or staff member of the University.
- s) Violation of any of the ordinances, rules and regulations of the University or orders of the competent authority.
- t) Gambling in any form in the University, hostel premises etc.
- u) Disorderly behaviour in any form or any act specifically forbidden by the competent authority.
- v) Refusal to appear to give evidence before enquiry officer appointed by the competent authority with respect to a charge against student concerned.
- w) Any act violating any provision of the Act, Statutes and Ordinances made there under.
- x) Conviction in the court of law for criminal offence involving moral turpitude.
- y) Any other act not specifically mentioned hereto before which, whether by commission or omission, as would in the circumstances of the case be considered by the competent authority as an act of misconduct and/or indiscipline.

**29.10** The Competent Authority may impose any one or more of the following punishment(s) on the students found guilty of misconduct, indiscipline, in proportion thereof:

- a) warning/censure/reprimand
- b) fine not exceeding Rs. 5,000/-
- c) cancellation of the scholarship/award/prize/medal, awarded to the student by the University, with prospective effect.
- d) expulsion from the School/University.
- e) debarring from admission to a course or courses of study in the concerned School, debarring from appearing for examination or examinations, conducted by the University concerned, for a specific period, not exceeding five years.

- f) cancellation of performance of the student concerned in an examination in which he has appeared.

**29.11** If the Competent Authority is satisfied that there is a prima facie case for inflicting penalties, mentioned in Pt. No. 29.10 above it may communicate the same to the student(s) concerned.

**29.12** If the punishment or rustication is imposed on a student by the Competent Authority, the student shall be entitled to prefer an appeal to the Grievance Committee of the University within seven days of the receipt of the notice of the punishment.

### **30 Grievance Redressal Mechanism**

(Under sub-sec 1(i) of the Sec 32 r/w Sec 29 of the Act)

There shall be a Grievances Redressal Mechanism at the School level and University levels to deal with the grievance of the employees and the students.

The aggrieved person shall submit his application in the prescribed form. (*Appendix No. V*)

#### **30.1 Grievance Committee at School Level:**

Composition of the Committee:

- a) Dean of the School - Chairperson
- b) One nominee of the Vice-Chancellor
- c) One Professor nominated by the Dean by rotation
- d) One Associate Professor nominated by the Dean by rotation.
- e) One member of the administrative/ teaching staff, nominated by the Dean by rotation.
- f) The representative of students (necessarily from class representatives) nominated by the Dean of whom one shall represent post-graduate classes and two shall represent undergraduate classes.

However, these student representatives shall be invited only to those meetings in which grievances of students are to be considered and they shall attend only that part of the meeting, during which grievances of students are considered.

NH 37, Koraikhowa, Jorhat – 785006, Assam

- g) In case there is no representation to a particular gender, the Dean shall nominate a teacher/ student of that gender.
- h) Registrar- ex-officio Secretary

### **30.2 Powers and Duties of the Committee:**

- a) The Grievances Committee shall deal with the grievances of teachers, other employees and the students.
- b) The aggrieved person (teacher, other employee or student) of any School may lodge his grievance with the Registrar who shall place it before the Grievance Committee at the earliest.
- c) The Grievance Committee shall hear and settle grievances, as far as may be practical, within one month after the grievance is lodged with the committee.
- d) If the grievance is settled by the Committee, the School shall take action as per the terms of settlement and report the case to the University for Information.
- e) If the Committee is unable to settle a grievance, lodged by teachers/ other employee/ students, the committee shall direct the aggrieved person to lodge his grievance with the Registrar of the University to take it to the Grievance Committee at University Level.

### **30.3 Grievances Committee at the University Level:**

Composition of the Committee:

- a) Vice-Chancellor or his appointee - Ex-officio Chairperson
- b) One member of Board of Management, nominated by the Vice-Chancellor
- c) Deans of one of the Schools nominated by the Vice-Chancellor, by rotation.
- d) One Professor from School nominated by the Vice-Chancellor, by rotation.
- e) One Associate Professor from the School nominated by the Vice-Chancellor, by rotation.
- f) One member of the administrative/technical staff, nominated by the Vice-Chancellor, by rotation.
- g) Three representatives of students one of them shall be women nominated by the Vice-Chancellor, of whom one shall represent post-graduate classes and two shall

represent undergraduate classes. However, these student representatives shall be invited only to those meetings in which grievances of students are to be considered and they shall attend only that part of the meeting, during which grievances of students are considered.

h) Registrar-ex-officio Secretary

#### **30.4 Powers and Duties of the Committee:**

- a) If the School Level Committee is unable to settle a grievance, lodged by teachers, other employees or students, the Committee shall direct the aggrieved person to lodge his grievance with the Registrar and the Registrar shall keep the matter before the Grievance Committee at the University level.
- b) The Committee at the University level shall hear and settle the grievance, as far as may be practical, within one month after the grievance is lodged.
- c) The Grievance Committee at the University Level shall report to the Board of Management and recommend such action as it may deem fit and the decision of the Board of Management on such matter shall be final.

### **31 Co-operation and Collaboration with Other Universities and Institutions**

(Under sub-sec 1(j) of the Sec 32 of the Act)

**31.1** The co-operation or collaboration provision shall normally involve the University or School in arrangement with other Universities and Institutions within India or outside for student exchange, faculty exchange, twinning arrangement, joint certification of degrees and diplomas, exchange research data, validation of the curriculum resource mobilisation and like.

**31.2** The objectives for the collaboration or co-operation shall be to:

- a) enhance the research activities
- b) provide the students with a distinctive, high quality experience
- c) enhance the University's performance and status as an 'Engaged University'

**31.3** All co-operations and collaborations:

- a) must be consistent with the objectives of the University in terms of academic excellence
- b) must support the University's commitment to widen the participation

**31.4** The Memorandum of Agreement (MoA), on behalf of the University, shall be signed by the Vice-Chancellor, Deans of the School and Registrar, as the case may be only after the approval of the Governing Body & Board of Management.

**31.5** The Memorandum of Agreement should not be:

- a) in competition with University's activities already provided internally or in collaboration with other institutions or universities;
- b) over-reliant on an individual faculty, either within the University/Schools or the other organisation or body;
- c) dual (or double) degree awards unless these are overwhelming and compelling strategic gains from the creation of such an arrangement.

**31.6** MoA shall be in the format given in *(Appendix No.VI)*



**FIRST ORDINANCE**

***Appendix No. I***

**THE ASSAM KAZIRANGA UNIVERSITY, JORHAT**

**Statement of the student alleged to have used unfair means at the University examination.**

Name in Full :.....  
:.....  
Address :.....  
:.....  
Examination :.....  
:.....  
Student ID No. :.....  
Paper No. & Subject :.....

-----  
To,  
The Controller of Examination  
The Assam Kaziranga University,  
Jorhat

Sir,

I, have appeared at the above examination held on \_\_\_\_\_ at the \_\_\_\_\_  
\_\_\_\_\_ in the Morning/Evening session.( Timing.....)

I give my statement as follows:

Place: Jorhat  
Date: \_\_\_\_\_  
Time: \_\_\_\_\_

Signature of the Student



**FIRST ORDINANCE**

***Appendix No .II***

**THE ASSAM KAZIRANGA UNIVERSITY, JORHAT  
FORM OF UNDERTAKING**

Full Name of the Student : \_\_\_\_\_  
Student Id No : \_\_\_\_\_  
Permanent/Local Address : \_\_\_\_\_

To,  
The Controller of Examination  
The Assam Kaziranga University, Jorhat.

Sir,

I, the undersigned, student of \_\_\_\_\_ School appearing for  
\_\_\_\_\_ Examination at the \_\_\_\_\_ do hereby state, and  
solemnly affirm as under:

I understand that I am involved in respect of an alleged use of Unfair Means in the Examination Hall and therefore, a case against me is being reported to the University.

That in spite of the registration of a case of Unfair Means against me I request the authorities to allow me to appear in the present paper and the papers to be set subsequently and/or for the Examination to be held hereafter.

In case my request is granted, I do hereby agree that my appearance in the examination will be provisional and subject to the decision of the authorities in the matter of disposal of the case of alleged use of Unfair Means referred to above.

I also hereby agree that in the event of myself being found guilty at the time of investigation of the said case, my performance at the examination to which I have been permitted to appear provisionally, consequent upon my special request, is liable to be treated as ***null and void.***

In witness whereof I set my hand to this undertaking

Signature of the Student  
Date : \_\_\_\_\_

Before me  
School Dean: \_\_\_\_\_ Date : \_\_\_\_\_





**FIRST ORDINANCE**

***Appendix No. III***

**THE ASSAM KAZIRANGA UNIVERSITY, JORHAT**

**Report of the Invigilator**

Class Room No.:

Examination :

Subject :

Timing :

To  
The Controller of Examination  
The Assam Kaziranga University,  
Jorhat

Sir,

I, the undersigned, Invigilator/s appointed in the above mentioned Class Room at the \_\_\_\_\_ examination held at \_\_\_\_\_ hereby making report against Student ID No. \_\_\_\_\_ Mr/Ms \_\_\_\_\_ at the examinations, as follows. On the basis of the report made by the Invigilator/s, I am of the opinion that there is a prima facie case of Unfair Means resorted to by the aforesaid Student and therefore, the case be forwarded to the University for investigation

Name & Designation of the Invigilator/s Date:

Yours faithfully,

\_\_\_\_\_

Time:

Invigilator

\_\_\_\_\_

Signature of Dean

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Forwarded to the Controller of Examination for necessary action

Seal

Place : Jorhat

Date: \_\_\_\_\_

Encl. \_\_\_\_\_

Signature of Dean



**FIRST ORDINANCE**

***Appendix No. IV***

**THE ASSAM KAZIRANGA UNIVERSITY, JORHAT**

**PROFORMA 'B'**

**Proforma for submission of the information regarding prosecution of students**

01. Name of the School:
02. Examination:
03. Name and Student Id No:
04. Date of Prosecution:
05. Report of which the student was found involved malpractices  
and nature of malpractice in brief: (Attach detail report)
06. Name of the person who detected the malpractice:
07. Signature of the Invigilator/s:
08. Signature of the Dean:
09. Remarks:



**THE ASSAM KAZIRANGA UNIVERSITY, JORHAT**

**Application for the Grievance Redressal**

From:

.....  
.....  
.....  
.....

To,  
The Chairman,  
Grievance Redressal Committee  
The Assam Kaziranga University, Jorhat

**Subject: Grievance Redressal.....**

Sir,

With reference to the subject referred above, the details of my grievance are as below:

1. Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Name of the School/Unit: \_\_\_\_\_
4. Designation: \_\_\_\_\_
5. Please indicate nature of your grievance in brief:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If required separate sheet may be used.)

Grievance against whom :

6. Have you approached to the person concerned : Yes/No

7. If yes, please attach the copy of complaint :

8. What was action taken on your complaint by the  
Dean/Registrar/Controller of Examination/  
Chief Finance & Accounts Officer /others :

9. Have you filed case in any Court.  
If Yes, please give all the details and attach the  
copy of your affidavit :

10. Declaration by the complaint :

I hereby declare that the information given above is true and is based on the facts. I am  
attaching herewith the necessary documents/evidence

I am aware that if the information given by me is not correct or false then I am  
subjected to the disciplinary action

(Name: \_\_\_\_\_)

11. Details of the grievance of employee:

12. Opinion of the Principal/Registrar on the complaint of the employee:

13. Resolution of the Grievance Redressal Committee

**Signature**



**Format for Memorandum of Understanding between KU and other University**

MEMORANDUM OF UNDERSTANDING

Between

XXXXXXXXXXXXX UNIVERSITY, XXXXXXXX (Party A)

And

THE ASSAM KAZIRANGA UNIVERSITY, INDIA (Party B)

This Memorandum of Understanding is drawn up and agreed upon to establish cooperation between xxxxxxx (Party A) hereinafter referred to as XYZ, and the Assam Kaziranga University hereinafter referred to as KU.

XXXXX University (Insert short Introduction about Party A here) .....

The Assam Kaziranga University also located in the northeast of India in Jorhat city of Assam state, is established under the private university act of the Assam State Government. It is spread over 50 acres of sprawling campus and caters higher learning to students in Engineering, Business and other studies. The campus is equipped with the state of the art facilities and aspiring to be a leading university with quality education in the north-east region of India.

The two parties recognize human resources development and institutional capacity building as the basis for a mutually beneficial cooperation program, hereinafter referred to as the Program.

**ARTICLE I: OBJECTIVES OF THE PROGRAM**

The objectives of the Program are to promote institutional linkages between XYZ and KU, and to explore other avenues for possible collaboration.

----- Seal  
of Party A

**ARTICLE II: SCOPE OF THE PROGRAM**

The Program, which is for five years, established to provide collaborative cooperation through:

- i) Collaborative Research Program in specific fields of interest – XYZ and KU will jointly identify specific fields to conduct collaborative research programs of mutual interest and benefit to both universities.
- ii) Student Exchange Program – Exchange programs for XYZ and KU students will be explored and conducted accordingly which will be beneficial mutually for both the parties.
- iii) Faculty Exchange Programs – Exchange programs for XYZ and KU faculty will be explored and conducted accordingly which will be beneficial mutually for both the parties.
- iv) Any other form of cooperation Participation in international seminars and academic meetings; Exchange of academic materials and other information; Special short-term academic programmes that may be agreed between XYZ and KU.

### **ARTICLE III: DURATION OF THE PROGRAM**

This Memorandum shall enter into force on the date of its signing by both parties and shall take effect for a period of 5 (five) years. If this MoU is to be terminated without cause, a three months prior written notice should be sent by one party to another party. This MoU may be renewed by mutual written consent of both the Institutions.

### **ARTICLE IV: SPECIAL PROVISIONS**

1. Both parties shall disseminate information on each other's programs and activities.
2. Both parties hereto shall do their utmost to ensure the smooth and efficient implementation of the Program.
3. Both parties shall exert their best effort to be available for mutual consultation and shall give each other necessary information whenever reasonably requested.
4. Any amendment to this Memorandum of Understanding shall be made in writing and mutually agreed upon.
5. All disputes arising in connection with the interpretation or application of this Memorandum of Understanding shall be settled amicably through mutual negotiation.
6. This Memorandum of Understanding shall be governed by and construed in accordance with the local laws.

-----  
Seal of Party A

### **ARTICLE V: INTELLECTUAL & TECHNICAL PROPERTY RIGHTS**



**FIRST ORDINANCE**

In the course of co-operation/collaboration between-----XYZ-----, and The Assam Kaziranga University, participating individuals using proprietary materials and technologies acquired by either institution must adhere to intellectual property (IP) and technical property (TP) protection (e.g. material transfer agreement (TA) or license) pertaining to the relevant technologies and material. Protection of innovations, research products and other IP/TP (through patents, knowledge production rights, or other means) accruing from joint collaboration between, -----XYZ-----, and The Assam Kaziranga University shall be done jointly following consultations with the relevant institutional IP/TP organs/panels on proprietary science and technology.

All TP/IP resulting from the collaboration shall be jointly owned and managed by -----XYZ-----, and The Assam Kaziranga University.

For purposes of this MoU, IP shall be taken, without limitation, to mean intellectual property rights (IPR), unpublished patent applications, and any other inventions, improvements, and/or discoveries that may or may not be legally protectable, including all know-how, trade secrets, research plans and priorities, research results, reports, statistical models, computer programmes, product ideas, etc. Technical or tangible property (TP) will be taken to mean, without limitation, tangible property such as computer software, architectural designs and teaching or learning toys or aids.

This Memorandum of Understanding is prepared in two identical copies; each party will hold one original duly signed.

Signed on ..... day of ..... month of the year .....

For and on behalf of the  
xxxxxxxxxxx University

For and on behalf of the  
Assam Kaziranga University

-----  
Prof. ....

-----  
Prof. Dr. Vilas M. Salokhe

President/Vice Chancellor

Vice-Chancellor

XXXXXX University, yyyyyy

Assam Kaziranga University, India

-----  
Seal of Party A

-----  
Seal of Party B