

MOMENRANDUM OF UNDERSTANDING*between***DST-Centre for Policy Research
Panjab University, Chandigarh***and***Central University of Punjab, Bathinda****PREAMBLE**

DST-Centre for Policy Research, Panjab University, Chandigarh [hereafter to as DST-CPR, PU] and Central University of Punjab [hereafter to as CUP] (hereinafter referred to as "two Parties") propose to collaborate to implement the academic goals of each of the institution.

WHEREAS, both DST-CPR, PU and CUP, now

Recognize the importance of policy formulations in accordance with the need in the field of Science, Technology and Innovation (STI), and Social Science disciplines e.g., Education, Public Private Partnerships (PPPs), Industry-Academia (I-A) liasoning, Intellectual Property Rights, science communication, science diplomacy etc.

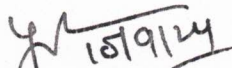
INTEND to form a nucleus for collaborative and cooperative research activities in the aforementioned field. NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both hereby acknowledge, DST-CPR, PU, and CUP hereby agree to sign a memorandum of understanding (MoU).


ARTICLE-1: SCOPE OF THE MoU

This MoU details the modalities and general conditions regarding collaboration between DST-CPR, PU, and CUP for enhancing, within the two institutions, the collaborative activities in the field of policy formulation, Innovation and entrepreneurship and Intellectual Property Rights (IPRs) without any prejudice to prevailing rules and regulations in PU and CUP and without any disregard to any mechanism evolved and approved by the competent authorities of both the universities in so far as such mechanism applies to PU and CUP. The areas of cooperation can be extended through mutual consent.

Both DST-CPR, PU and CUP shall encourage interaction between the officials, researchers, faculty members and students of both the organizations through the following arrangements:

- [1.1] Cooperation and collaboration in research activities and publication which may be carried out, in whole, at DST-CPR, PU or CUP or jointly.
- [1.2] Cooperation and collaboration in activities in the area of policy formulations including field studies, consultancies on contemporary issues in the areas of STI with a focus on, Public Private Partnerships (PPPs), Industry-Academia (I-A) liasoning, Intellectual Property Rights (IPRs), science communication, science diplomacy.
- [1.3] Cooperation and collaboration in organizing workshops, national and international seminars, and conferences on topics of common interest.
- [1.4] Cooperation and collaboration in conducting other related academic activities involving institutions of high repute.


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Panjab University
Chandigarh


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- [1.5] Cooperation and collaboration in the exchange of faculty members, researchers, officials and experts between the two institutions for limited periods as mutually agreed upon.
- [1.6] Cooperation and collaboration in efforts to carry out specific assignments or projects for mutual collaboration for which funds are raised by the two institutions, or funded by domestic/international organizations including cooperation and collaboration in supporting student projects / fellowships.

ARTICLE-2: OBJECTIVES OF THE MoU

- [2.1] To contribute to the enhancement of academic relationships between DST-CPR, PU and CUP.
- [2.2] To enhance cooperation between the two institutions in the domain of Science, Technology and Innovation (STI) i.e. Public Private Partnerships (PPPs), Industry-Academia (I-A) liasoning, Intellectual Property Rights (IPRs), science communication, science diplomacy.
- [2.3] DST-CPR, PU and CUP shall make provisions to share their respective important facilities in order to promote academic and research interaction in the areas of cooperation. The faculty and research scholar's/project fellows of both the organizations may be allowed to avail such research facilities with minimal cost (as decided by the concerned department of the university) or without any cost in the area of cooperation if applicable
- [2.4] DST-CPR, PU and CUP shall permit the exchange of software and other materials, technology and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions.
- [2.5] DST-CPR, PU and CUP shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

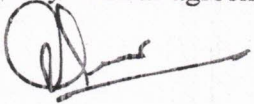
ARTICLE-3: FINANCIAL TERMS & CONDITIONS

That this association and collaboration as mutually agreed by both parties involves no monetary exchange. However, may decide to provide a specific amount to each other in the form of honorarium as and whenever mutually agreed by both parties.

ARTICLE-4: EFFECTIVE DATE AND DURATION OF MOU

- [4.1] This MoU shall be effective from the date of signing by competent authorities at both ends.
- [4.2] The duration of the MoU shall be for a period of 05 years from the effective date.
- [4.3] During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the student's/research scholar's/project fellows who have been admitted to pursue a programme under the MoU.
- [4.4] Any clause or article of the MoU may be modified or amended by mutual agreement of DST-CPR, PU and CUP.

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- [4.5] Either institutes may terminate this MoU upon six (06) months will suffer from any loss of money and any other possible loss.
- [4.6] This MoU is non-exclusive. The institutes have the freedom to engage in agreements with others including cooperation on issues within the scope of this memorandum.
- [4.7] At the CUP, **Prof Raj Kumar, Chairperson, IPR cell**, will oversee the implementation of the MoU. At the DST-CPR, PU, **Prof. Kashmir Singh, Coordinator** will oversee the implementation of the MoU.

ARTICLE-5: INTELLECTUAL PROPERTY RIGHTS (IPRS)

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 and as per the contribution.

ARTICLE-6: CONFIDENTIALITY TERMS & CONDITIONS

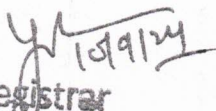
During the tenure of the MoU both DST-CPR, PU and CUP will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.


Both DST-CPR, PU and CUP shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without the written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or projects.

Further, both DST-CPR, PU and CUP shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

ARTICLE-7: DISPUTE RESOLUTION/ JURISDICTION OF COURT

- a) This agreement shall take effect and be construed in accordance with the Laws of laid by Govt. of India.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Bathinda/Chandigarh and Language of arbitration shall be English.


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ARTICLE- 8: IMPLEMENTATION AND NODAL COORDINATOR(S)

On the behalf of DST-CPR, PU, the contact point and coordinator will be:

Full Name : Prof. Kashmir Singh,
Position : Coordinator
Address : DST-Centre for Policy Research
Top Floor,
Guru Teg Bahadur Bhawan,
Panjab University, Sector 14
Chandigarh, 160014
Telephone : 0172-2534124
Email : dstprc2014@pu.ac.in

On the behalf of CUP, the contact point and coordinator will be:

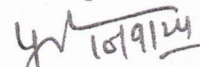
Full Name : Prof Raj Kumar,
Position: Chairperson, IPR cell,
Address : Central University of Punjab,
Ghudda Village, Bathinda 154001
Telephone :
Email : iprcell@cup.edu.in


ARTICLE-9: REVISION/ MODIFICATION & AMENDMENT (IF NEED BE, IN FUTURE)

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

ARTICLE-10: ANY MISCELLANEOUS INFORMATION

- [10.1] The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- [10.2] No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- [10.3] After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.


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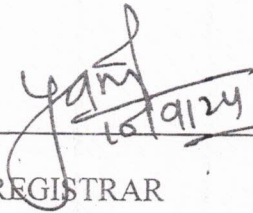

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IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

This MoU is signed on _____ and made into two equally authentic original copies.

FOR AND ON BEHALF OF
DST-CPR, PANJAB UNIVERSITY
CHANDIGARH

FOR AND ON BEHALF OF
CENTRAL UNIVERSITY OF PUNJAB,
BATHINDA


REGISTRAR


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