

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**OCM, Amritsar**



**Guru Nanak Dev University**  
**Amritsar 143005, Punjab**



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered at Guru Nanak Dev University, Amritsar on 01.02.2018

Between

**Guru Nanak Dev University, Amritsar 143005, Punjab** which was established on November 24, 1969, has a long tradition of pursuing excellence in teaching and research in science and technology, humanities, social sciences, performing arts and sports. The University supports excellence and innovation in academic programmes, promotes excellence in research, scholarship and teaching.

**OCM, Amritsar (Punjab)** which is a well revered for its quality credentials and a leading name in the fabrics, apparel and fashion industry.

**OCM** and **GNDU** individually referred to herein as a 'party' and collectively as the 'parties'.

### **A: Preamble:**

Guru Nanak Dev University today feels proud of 35 academic departments at the University Campus and 148 affiliated colleges and 71 Associate Institutes, most are situated in the rural areas. In the field of Science and Technology, University is one of the leading institutions in North India. Our faculty members have bagged prestigious projects from the apex bodies like the DOT, CSIR, BARC and other organizations worth crores of rupees. Recently BARC has established a Nodal Calibration Centre at the campus. This is one of the four centres established all over the country. The University has purchased instruments worth 70 crore under different schemes. Track record of employment of our students by big business Houses and Multi National Companies has been very satisfactory. Our students of engineering and commerce



field are employed by companies in India and abroad. They are all contributing to the credit worthiness of the University by their hard work and diligence. In the last year alone, almost all our Engineering students were recruited by various companies through campus placements.

Whereas, **OCM** began its journey as a manufacturer in the textile field in 1924 and forayed into worsted fabrics in 1972 for the India market and many overseas markets. Today, the company's ownership lies with the promoters of Donear Group and HDFC Ltd. The company has its factory in amritsar, Punjab and Corporate office in Delhi. With an extensive wool based product range, it is the second largest manufacturer of worsted fabric in the country. It also has a wide portfolio of ready to wear garments for men and women. The in-house quality Assurance laboratory has successfully obtained accreditation from NABL-national Accreditation Body for testing and calibration laboratories for fabric testing in accordance with international standard ISO/IEC 17025:2005 since 2015. It is indeed a matter of pride to be in the first worsted suiting manufacturer in the country to have received the NABL accreditation.

Both parties felt that a sustained, synergetic and effective collaboration between **GNDU** and **OCM** will enhance the strength, and add value to, the efforts of each party;

The Parties therefore agree on the objective of creating an institutional framework for enriching scientific endeavors in mutually agreed fields of research and training with the following broad objectives:

**B: Broad Objectives:**

1. Create a strong connect between industry & university;
2. To develop synergetic collaborations in a resource-sharing and knowledge-sharing environment in various areas;
3. To develop academic programmes and share expertise in training and other academic activities through joint organization of events;
4. To design and develop outreach activities and programmes for various mutually identified goals of **GNDU** and **OCM**;
5. To develop collaborations in laboratories and equipments sharing as well as publications and patents (if any);

The different verticals to associate is highlighted below –

**Provided by OCM**

1. *Industry Experience related*
  - a. Summer internships/ Short projects/ Accredited corporate training

Encourage a handful of students from different domains to have primary level work experience

b. Mill visits

Specific to certain curriculums, a batch-wise mill visit could be arranged

c. Guest lectures

GNDU to identify academic points for students & OCM representatives to act as industry experts to train them through seminars/ workshops free of cost.

d. Skill requirement

i. Placement drives

If there are openings/ opportunities, OCM will be part of placement drives

ii. OCM could possibly introduce a flexible/ vocational curriculum to support in-house requirements

e. Educational stipends to the under privileged by OCM

f. OCM pre-placement grooming programs

i. Organize 'Graduation Blazers' at a special student discount

ii. Organize a short workshop on interview soft skills

**Provided by GNDU**

2. *In-kind resources*

a. OCM to be key sponsor of all events for a year on complimentary basis

i. Branding at event

ii. Stall space for selling

iii. OCM representative to be the guest of honor

b. Ensure that employees have knowledge and access to the training programs available at GNDU (based on their interest/ timelines) and connect those training programs to career pathways

c. OCM to reach into the employee-base to assist those individuals who are close to obtaining a certification or degree from GNDU

d. Sports Facility can be used as per norms of university

e. Faculty expertise can be used to impart technical training on recent developments to the employees of OCM.



- f. Faculty expertise can be used for the consultancy as per university rules.

**Initiated by OCM/ GNDU**

3. *Social responsibility*

Help & co-ordinate drives & charity events

4. *Mutually beneficial*

Workshops/ Industry based adjunct faculty

- a. Foundational level

- b. Domain expertise

**C: Mode of Operation:**

**Both parties will provide necessary support for effective implementation of the MoU within the institutional rules and procedures**

1. This MoU shall be effective from the date it is signed by both the Parties.
2. Within the broad framework of the MoU, **OCM**, and **GNDU** can develop joint academic and field programmes and share expertise in training and other academic activities, development of facilities, etc.
3. Any financial commitment for joint activities under this MoU shall be subject to the approval by the competent authority of the respective organizations.
4. The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee constituted of members nominated by both parties; each organization will appoint an internal coordinator who will organize joint meetings at regular intervals at mutually agreed locations and maintain records of agreements, work plan and progress.
5. The visitors will be bound by the Rules and Regulations for Boarding/lodging as well as code of conduct of the host institution.
6. The Internal Coordination Committee will also formulate the procedure for training and placement of students, exchange of experts and other visitors, in accordance with the Rules of the host participating institutions as defined in preamble.
7. The mode and quantum of resource sharing will be decided based on recommendation of the Internal Coordination Committee on the case to case basis, **subject to approval of competent authority as required.**

8. The Internal Coordination Committee will formulate action plans at its meetings and communicate for information and necessary approvals by the concerned authorities.
9. In case of transfer/installation of equipments and other capital assets, an additional document of commitments shall have to be signed by the receiving institute. Such a transfer will be as per norms of both institutions.

#### **D: Obligations of the Parties**

1. In accordance with the clause C-4 as above, Head, Department of Chemistry, GNDU, Amritsar will be the internal Coordinator from GNDU Amritsar, whereas, CEO, OCM, Amritsar or a person nominated by the Director, OCM will be the internal coordinator from OCM, Amritsar.
2. Each party shall nominate seven members to the Internal Coordination Committee within 15 days of signing the MoU.
3. Each Party shall provide all necessary support at its disposal and as allowed by its institutional Rules, for implementing this MoU effectively.
4. **OCM** will train & guide students and faculties on complimentary basis from **GNDU** based on need and availability of resources as per institutional procedure.
5. The Parties shall share knowledge and facilities within the institutional Rules of each Party, to:
  - (a) Provide access to libraries, archives, research laboratories and other facilities;
  - (b) Provide access to high-end instruments and equipments as mutually agreed.
  - (c) Encourage joint discussions on new developments, formulation of academic and writing of scientific and technical papers and projects;
  - (d) Share knowledge/ information and publications/magazines/literature as may be essential for the academic pursuit;
  - (e) Provide logistical support/guest house facility for the scientists/experts involved in this MoU at locations of both parties by treating them official guests of their respective institution AND.
  - (g) No financial commitment from either Organization shall be assumed unless a formal approval/acceptance to that effect has been accorded through signed documents by both the Organizations.

#### **E: Duration and Termination**



1. This MoU shall remain in force initially for a period of three years, however, where after, it may be **renewed automatically for an extended for three years period unless any of the parties seeks termination in writing.**
2. This MoU may be terminated prior to the expiry of the MoU as indicated above with three months prior notice in writing and with the written consent of the Heads of the two organizations.
3. Termination of this MoU between the participating components shall not terminate the agreements entered between the **Parties** with any third parties which the **Parties** may have entered into in executing the agreements under this MoU; **the Parties** shall continue to obtain the benefits of such agreement for three years. After termination of MoU, neither of the **Parties** will be responsible for any losses, financial or otherwise, which the other **Party** may suffer. Upon termination or expiry of the MoU, **Parties** are obliged to keep the information confidential, as agreed above.

#### **F: Data Sharing and Intellectual Property Rights**

1. No rights in Industrial and/or Intellectual Property (Including without limitation, letters, patent, registered design, software copyrights, trademark and copyright) owned by the **Parties** on the date of signature of this MoU and independently developed on their part are hereby granted by the owning **Party** to the other **Party**, nor shall any such rights be deemed to be granted except specified by the owning **Party** in writing.
2. The Intellectual Property Rights in respect of joint project will be decided on case-to-case basis.
3. Sharing of any data generated (either observational or computational) under the aegis of this MoU shall be as per the provisions of the specific project/programme
4. Each Party shall duly acknowledge the contribution/involvement of the other Party in a given activity in its bulletins/publications/media release/outreach and any other official communication.
5. Every member of both Parties in any activity under the aegis of this MoU shall abide by the prevailing policies of Govt. of India with respect to classified information/data. During the tenure of this MoU including extension ,if any and

for **Five years** thereafter, **Parties** undertake on their behalf and on behalf of their employees or representatives or associates to maintain strict confidentiality and prevent disclosure thereof to any third party, all the information and data exchanged or generated during the operation of MoU.

#### **G: GENERAL PROVISIONS**

1. Neither **Party** shall assign, or in any manner, transfer its interest or any part thereof in this MoU, except to wholly owned subsidiaries and agreed explicitly to that effect in writing. This MoU shall be binding on and inure to the benefit of the **Parties** hereto and their respective heirs, personal representatives, successors and assignees; and,
2. This MoU constitutes the entire understanding between the **Parties** relating to the subject matter hereof and supersedes and cancels any and all previous or collateral MoUs, negotiations, commitments, representations or understandings between the **Parties** with respect to this MoU, and the subject matter hereof. If any of the provisions of this MoU are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this MoU shall not render any other portion invalid; and,
3. No amendments or modifications of this MoU shall be valid unless they are made in writing by both the **Parties** or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made or executed unless otherwise agreed to.
4. This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the **Parties** shall be only those expressly set forth herein. Nothing in this MoU shall be construed to grant either **Party** the right to make commitments of any kind for or on behalf of the other without the other's prior written consent.



#### **H: FORCE MAJEURE**

Neither **Parties** shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the Force Majeure events such as, but not limited to, the acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemic, Riots, Civil commotions etc. provided on the occurrence and cessation of any such event the **Party** affected thereby shall give a notice in writing to the other **Party** within 30 (Thirty) days of such occurrence or cessation. If the Force Majeure conditions continue beyond 6 (six) months, the **Parties** shall jointly decide about the future course of action.

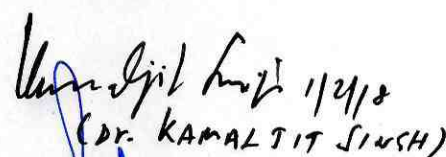
#### **J: GOVERNING LAWS AND DISPUTES RESOLUTION**

1. This MoU shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.
2. This MoU is to create a framework for enriching scientific endeavors in mutually agreed fields of research through collaboration in developing and implementing new academic and research programmes and faculty and students exchange. Hence any question, doubt or dispute arising out of the interpretation of any term or usage herein or on the implementation and functioning of the various understandings forming a part of this MoU shall be resolved by in the first place the Executive Heads of the two organizations or their authorized representatives for the purpose mentioned herein by discussions and negotiations based on consensus in the spirit of developing and strengthening the mutual relationships.
3. Unresolved dispute if any, shall be referred to Director OCM AND Coordinator, UILP, GNDU, Amritsar, and an independent arbitrator to be appointed with mutual consent in accordance with **Arbitration and Conciliation Act, 1996** and rules framed thereof. Arbitration shall be conducted at Amritsar. The decision of arbitrators so reached shall be final and binding on both the parties.
4. Each clause of this MoU is severable and if one clause is rendered illegal or is severed, it will not render the whole MOU illegal and all clauses except severed clause shall be valid & binding between two parties.

## F: SEAL OF THE PARTIES

In witness whereof, the **PARTIES** represented by their authorized representatives, set forth their hands on this the day, month and year first stated above, agreed and accepted this **MoU** to be signed in the presence of the following witnesses:

IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed by its duly authorized authorities as of date first written above.

For and on Behalf of, Guru Nanak Dev University, Amritsar	For and on Behalf of OCM, Amritsar
<p>1. Registrar, GNDU, Amritsar</p> <p>Signature: </p> <p>Name: Dr. K. S. Kahlon</p> <p>Seal: </p>	<p>1. MD &amp; CEO, OCM</p> <p>Signature: </p> <p>Name: Vikram Mahaldar</p> <p>Seal :</p>
<p>Witnesses (Name &amp; Signature):</p> <p>1.  (Dr. KAMAL TIT SINGH)</p> <p>2. </p>	<p>Witnesses (Name &amp; Signature):</p> <p>1. </p> <p>2. </p>

MD & CEO, OCM: 

Registrar, GNDU:  Page 9 of 9

Registrar,  
Guru Nanak Dev University,  
Amritsar.