

MEMORANDUM OF UNDERSTANDING

Between

Punjab Heritage & Tourism Promotion Board



Guru Nanak Dev University

Amritsar 143005, Punjab

MEMORANDUM OF UNDERSTANDING

Between

Punjab Heritage & Tourism Promotion Board



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 01.05.2018

Between

Punjab Heritage & Tourism Promotion Board (PHTPB), Plot no 3, Sector – 38 A, Chandigarh including its successors, assignees and legal representatives (hereafter to be known as the First party).

And

Guru Nanak Dev University, Amritsar including its successors, assignees and legal representatives (hereafter to be known as the Second party).

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

A: Preamble:

Where, Punjab Heritage & Tourism Promotion Board (PHTPB) which was set up vide Government of Punjab Notification No.12/108/2002-3TC/1490 dated 14-8-2002 and was subsequently registered as a Public Charitable Trust on 5-12-2002 through a Deed of Declaration. The body nurtures the objective of creating all necessary steps for planning, coordination, implementation and propagation of activities, events, projects and other matters connected with the Culture and Tourism including Documentation, Conservation, Preservation, and Dissemination of the Cultural heritage of Punjab.

Where, Guru Nanak Dev University, Amritsar, 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.

B: Broad Objectives and Scope:

Objectives

- 1 The current agreement seeks to establish cooperation between the PHTPB and Guru Nanak Dev University, Amritsar for long-term partnership in knowledge sharing and activities for development and management of tourism in the State of Punjab. Both the parties agree that tourism needs to be managed on a sustained basis.
- 2 Both the parties, PHTPB and Guru Nanak Dev University, Amritsar, will engage in a series of activities to initiate a consistent effort in the field of tourism development which will be mutually beneficial. For this, Guru Nanak Dev University, Amritsar, will develop various projects and programs in consultation with PHTPB towards achieving this.

Scope

1. Refresher/ Orientation Courses or Short Term Certificate Programmes - offering training or workshop programmes in the areas of tourism by Guru Nanak Dev University, Amritsar for PHTPB if the latter requests so, for capacity building of various service providers.
2. This may particularly be relevant in the fields of Training for Tourism Police, and also conducting Training programs/ Workshop programmes for all kinds of Stakeholders of Hospitality and Tourism Industry besides other "First point of contact for Tourists" stakeholders etc.
3. Conducting dedicated Management Training programs/Workshop programmes for Officers and Administrative Staff/Officials of Heritage, Tourism and Hospitality departments.
4. Conducting Training Programme under Hunar se Rozgar and outreach training programme under Infrastructure Development Investment Program for Tourism.
5. On the Job Training or Internship Programme—Guru Nanak Dev University, Amritsar may also consider sending students to PHTPB during their summer internship.
6. Engage in a series of activities and develop various projects in the field of tourism which will be mutually beneficial.
7. Creation and development of content for PHTPB.
8. University Business School (Management, Tourism & Hospitality) department shall act as nodal centre for the MOU implementation on behalf of Guru Nanak Dev University, Amritsar.
9. Departments of Guru Nanak Dev University, Amritsar, which can be helpful in implementation of MOU:
 - University Business School (Management, Tourism & Hospitality)
 - Architecture
 - History/Punjab Historical Studies
 - Youth Welfare
 - Heritage Museums
 - *Architecture*

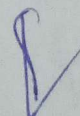
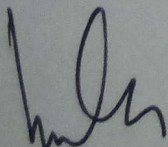
C: Mode of Operation:

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, a PHTPB, and GNDU can develop joint research, academic or, exchanges, 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 as well as code of conduct of the host institution.
6. The Internal Coordination Committee will also formulate the procedure for exchange of students, faculty 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.

D: Obligations of the Parties

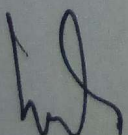
1. In accordance with the clause C-4 as above, Head-University Business School(UBS) will be the internal Coordinator from GNDU, GNDU Amritsar, whereas, Chief Executive Officer, PHTPB, Chandigarh or a person nominated by the Chief Executive Officer, PHTPB will be the internal coordinator from PHTPB, Chandigarh. University Business School (Management, Tourism & Hospitality) department shall act as nodal centre for the MoU implementation on behalf of Guru Nanak Dev University, Amritsar.



2. Each party shall nominate 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. PHTPB will train & guide students and faculties 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, and other facilities;
 - (b) Share knowledge/ information and publications/magazines/literature as may be essential for the academic pursuit;
 - (c) 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
 - (d) 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 general agreement will be effective for a period of three years from the date of signing of this agreement. However, a separate specific and detailed contract agreement may be signed for each defined activity/project. Such specific contract agreement shall include necessary details such as the line of activities, timelines and budget.
- 2 Both the parties agree that once the line of activities are detailed out and agreement is signed, further coordination and planning for execution will be carried out by both the signing parties. The form of cooperation and financial aspect may vary with the goal of each project.
- 3 This agreement may be terminated with at least a 90 days' notice given in writing by either party to another for any reason deemed necessary by the signing parties. However, in such cases, any ongoing project with a defined timeline may be allowed to complete its projected activities within the projected time-frame, unless mutually agreed otherwise.

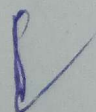
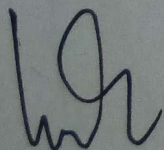


F: Data Sharing and Intellectual Property Rights

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. Parties will mutually decide on sharing of required information by way of joint publication in journals and seminars or workshops etc. All publications resulting from the collaboration between the Parties will be mentioned in the scientific reports of either Party.
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. 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,

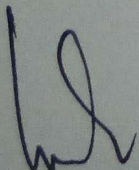
3. No amendments or modifications of this MoU shall be valid unless they are made in writing by both the Parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made or executed 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 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.

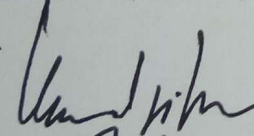
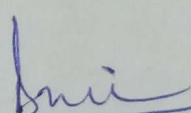
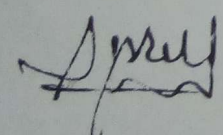
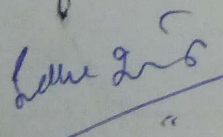
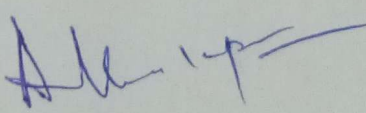


3. Any unresolved dispute , shall be referred to Chief Executive Officer, PHTPB, Chandigarh AND Coordinator UILP, GNDU and an independent arbitrator involved with mutual consent in accordance with Arbitration and Conciliation Act, 1996 and Rules framed thereof. Arbitration shall be conducted at Amritsar. The decision of arbitrators so reached shall be final and binding on both the parties. Language of arbitrator shall be in English.
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.

K: 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 GNDU, Guru Nanak Dev University, Amritsar	For and on Behalf of PHTPB, CHANDIGARH
Registrar Guru Nanak Dev University, Amritsar Signature:  Date: 11/5/18 Seal	Chief Executive Officer, Punjab Heritage & Tourism Promotion Board (PHTPB) Signature:  Date Seal :
Witnesses (Name & Signature): 1.  2. 	Witnesses (Name & Signature): 1.  2. 