

MEMORANDUM OF UNDERSTANDING

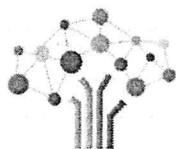
between

GURU NANAK DEV UNIVERSITY AMRITSAR



and

Sabudh Foundation (A Non-Profit Section-8 Company),



on

Data Science Activities, Internship Programs

and Mentorship for Start-ups

at

Golden Jubilee Centre for Entrepreneurship & Innovation (GJCEI),

Guru Nanak Dev University, Amritsar.

MEMORANDUM OF UNDERSTANDING BETWEEN
GURU NANAK DEV UNIVERSITY, AMRITSAR

AND

SABUDH FOUNDATION, MOHALI

Whereas, **Sabudh Foundation**, (hereinafter referred to as "SF", which expression shall unless repugnant to the context thereof, include its successors and permitted assigns), a not for profit section 8 company, registered at #329, sector 33A, Chandigarh and having its office at Plot no D-228, 3rd Floor, Sector 74, Sahibzada Ajit Singh Nagar, Punjab-140307 and hereinafter unless the context otherwise requires be referred to as **Sabudh Foundation**. Sabudh Foundation was set up with the express desire to create a momentum in Artificial Intelligence (AI) and Machine Learning (ML) in Punjab. It has been formed by the leading data scientists in the industry in association with the Punjab government with the objective to bring together data and young data scientists to work on focused, collaborative projects for social benefit.

Whereas, **GURU NANAK DEV UNIVERSITY**, established at Amritsar (Punjab) on November 24, 1969 has a long tradition of pursuing excellence in teaching and research in science, technology, humanities, social sciences, performing arts and sports. It is one of the premier institutions of the country, accredited at "A++" grade (highest level as per modified criteria notified on 27.07.2017) by NAAC and Conferred "University with Potential for Excellence" status by UGC. The university supports excellence and innovation in academic programmes and promotes excellence in research, scholarship and teaching. The university has set up the **Golden Jubilee Centre for Entrepreneurship and Innovation (GJCEI)** under component 4 (Quality and Excellence in Selected State Universities) of RUSA 2.0. The centre is involved in various activities like incubation for start-ups, skill based courses, training programmes, transfer of technologies, industry projects, internship programs, advisory services etc.

WHEREAS, both Guru Nanak Dev University, Amritsar and Sabudh Foundation, now

- Recognize the need to create momentum in Artificial Intelligence, Machine Learning and other emerging technologies.



- Appreciate the value that these technologies can bring to society through entrepreneurship and innovation.
- Desire to create solutions using these technologies to impact society.
- Recognise that if local talent is not developed, the region will be dependent on foreign innovation that may or may not be optimal for the peculiarities of our society.

Intend to collaborate to build an ecosystem of advanced technologies and create a momentum in research, both applied and fundamental, that has the potential of addressing social problems in the region at the **Golden Jubilee Centre for Entrepreneurship and Innovation (GJCEI), Guru Nanak Dev University, Amritsar.**

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both Guru Nanak Dev University, Amritsar and Sabudh Foundation hereby acknowledge and agree to sign a Memorandum of Understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

The both parties Guru Nanak Dev University, Amritsar and Sabudh Foundation intend to collaborate with the purpose of:

- Bringing the best academic and industry content for educating local talent in emerging technologies.
- Conduct workshops and training courses for students and teachers for skill development in emerging technologies.
- Mentoring start-ups with emerging technologies and data analytics.
- Ideate projects of entrepreneurship and innovations focused on data sciences and analytics.
- Execute on projects with social impact in association with students, academicians and industry mentors.
- Raise awareness of the impact these technologies will have on society.
- Develop apps for data collection, where required, to allow for the development of social impact solutions.
- Support entrepreneurship amongst students.
- Develop local IP and provide support for it being exploited by developing IP sharing agreements between related parties.



- Participate and steer in conferences, seminars, workshops and competence building activities.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

SABUDH FOUNDATION:

- Provide Industry ready training in advanced technologies such as Machine Learning, AI, Cyber Security, IoE.
- Bring social problems for researchers to engage with.
- Address problems faced by start-ups, incubated at the Golden Jubilee Centre of Entrepreneurship and Innovation, Guru Nanak Dev University, Amritsar.
- Bring our extensive network of world wide academics and industry leaders to interact with Guru Nanak Dev University academicians and students.
- Train students in advances in Machine Learning, AI and other future technologies.
- Organise dissemination workshops.
- Provide access to top companies in this space for student employment.
- Attract industry to engage and invest with research in the university.
- Run faculty development programmes.
- Co-teach modules on advanced technology areas.
- Create data repositories associated with local Punjab context.

GURU NANAK DEV UNIVERSITY, AMRITSAR

- Facilitate in internship in association with the Sabudh Foundation.
- Engage in research activities/projects with the Sabudh Foundation on topics of interest.
- Provide data storage space and security of the data.
- Provide a single point of contact that will actively participate in regular steering committee meetings.
- Help with boarding and lodging accommodation for the executives and specialists brought in by Sabudh Foundation to the centre as per university norms and as per prior permission from university.
- Re-imburse travelling expenses and provide accomodation to the out-station experts and specialists brought in by Sabudh Foundation to the centre as per university norms and as per prior permission from authorities.

ARTICLE-III: EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 5 years from the effective date.
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than 3 months by either party. However, termination of the MOU will not in any manner affect the on-going projects or trainings being undertaken at that point of time under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of Sabudh Foundation and Guru Nanak Dev University, Amritsar.

ARTICLE-IV: IPR

- Rights regarding publications, patents, royalty, ownership of product, design, process, code-base etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-V: CONFIDENTIALITY

- During the tenure of the MOU, both Guru Nanak Dev University, Amritsar and Sabudh Foundation will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance of this MOU.
- Both Guru Nanak Dev University, Amritsar and Sabudh Foundation shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or projects.
- Further both Guru Nanak Dev University and Sabudh Foundation shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this



agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

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

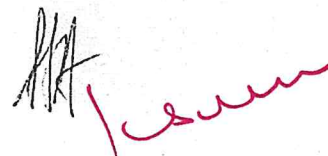
- o Is or become publicly available through no fault of the receiving party,
- o Is already in the rightful possession of the receiving party prior to its receipt of such data or information,
- o Is independently developed by the receiving party without reference to the confidential information of the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

ARTICLE-VI: AMENDMENTS

Any amendment 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-VII: RESOLUTION OF DISPUTES

- This agreement shall take effect and be construed in accordance with the laws of India and be subject to the jurisdiction of the courts at Amritsar.
- The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties, after raising their grievances in writing to other party, shall first try to resolve the dispute/difference amicably between



themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of THE ARBITRATION AND CONCILIATION (AMENDMENT) ACT, 2015 (as amended upto date). The venue of arbitration shall be Amritsar and Language of arbitration shall be English.

ARTICLE VIII: FORCE MAJURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this agreement for any failure or delay in fulfilling or performing any term of this agreement, if such failure or delay is caused by FORCE MAJURE events such as War, Civil War, Riots, Act of terrorist, Lockdowns, Earthquakes, Pandemic, Epidemic or other natural calamities which are beyond control of any person as Act of God. The impacted party shall give notice in writing within 10 days of FORCE MAJURE event to the other party stating the period of time the occurrence is expected to continue. The work will be deemed suspended/paused during such time period of FORCE MAJURE event and the impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of clause from the point where the work was suspended.

ARTICLE-IX: MISCELLANEOUS

- The headings and subheadings are inserted for convenience only and shall not affect the construction of this Agreement.
- 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 provided by law.
- After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

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



Signed on Monday, January 11, 2021.

For and on Behalf of

Guru Nanak Dev University, Amritsar


(Prof. (Dr.) Karanjeet Singh Kahlon)

Registrar,

Guru Nanak Dev University, Amritsar

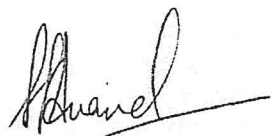
Witnesses (Name & Signature):

1. 

2. 

For and on Behalf of

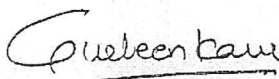
Sabudh Foundation, Chandigarh


(Dr. Sarabjot Singh Anand)

Director,

Sabudh Foundation, Chandigarh

Witnesses (Name & Signature):

1. 
GURLEEN KAUR ANAND

2. BHAVNEE T SINGH BHALLA
Digitally signed
by BHAVNEET
SINGH BHALLA
Date: 2021.01.10
17:30:52 +05'30'