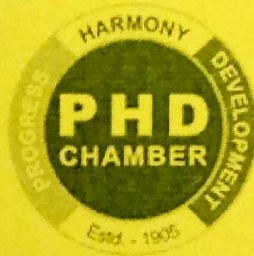


MEMORANDUM OF UNDERSTANDING
Between
P H D Chamber of Commerce and Industry
New Delhi



Guru Nanak Dev University
Amritsar 143005, Punjab (India)



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

AE 288971



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered at Guru Nanak Dev University, Amritsar on the 06.04.2018

Between

PHD Chamber of Commerce and Industry, New Delhi 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).

1. Background of Parties

Established in 1905, PHD Chamber of Commerce and Industry is the largest and oldest apex business organization in India. Its history is closely interwoven with India's struggle for independence and its subsequent emergence as one of the most rapidly growing economies globally. PHD Chamber of Commerce and Industry plays a leading role in policy debates that are at the forefront of social, economic and political change. Through its 250 professionals, PHD Chamber of Commerce and Industry is active in 67 sectors of the economy. PHD Chamber's stand on policy issues is sought out by think tanks, governments and academia. Its publications are widely read for their in-depth research and policy prescriptions. PHD Chamber of Commerce and Industry have mobilized tie-ups with a network of 60 world-wide chambers of commerce for allowing a one-to-one interaction between the industry and Govt. peers across the borders. PHD represents the interests of all local, national, regional, bilateral and transnational industry and provides a platform for exchange to better serve and promote SME members worldwide.

Guru Nanak Dev University was established at Amritsar on November 24, 1969 to mark the 500th birth anniversary of Sri Guru Nanak Dev Ji. It is both a residential and an affiliating university. In conceiving the future course of the University, the objectives enshrined in the Guru Nanak Dev University Act 1969, emphasized that the new University would make provision for imparting education and promoting research in the humanities, learned professions, sciences, especially of applied nature and technology. The University is successfully catering to twenty thousand students in various faculties at University Campuses and Constituent Colleges. Guru Nanak Dev University is the first University of the region which introduced on-line admissions to its courses, on-line counseling for State Level Admissions and Credit Based Evaluation System. The University has risen to 16th rank in the top 50 universities of the country, as per recent survey conducted by 'India Today' and has achieved 11th Position, out of the 500 universities, in Publications in science.

2. Objective

- To cultivate the strong links with industry and academia
- To have a closer linkage and promote research suited to industry needs, and consultancy which creates a sense of owning among faculty members.
- To provide continuing education to people working in industries so that they can upgrade their technical knowledge, and / or obtain higher degrees; this orients the faculty members towards the industry from the portals of College i.e. Academics.
- To enable academics to take a sabbatical in industries; provide internships for students in industries, which will prepare the students better for entering the industry;

3. Types of Cooperation

The Parties agree to the following cooperation:

- ❖ Industrial Research & Consultancy
- ❖ Industrial testing (Proofing & Calibration)
- ❖ Sponsored industrial research
- ❖ Use of university labs by industry.
- ❖ Use of specialized database / lab equipment of the college
- ❖ Research guidance from industry
- ❖ Joint patents
- ❖ Promoting Innovation, Entrepreneurship and Startup Culture among students

a. Under special agreements, The Parties can participate in joint research or each other's research programs as mutually decided by both parties.

b. Research products resulting from joint research (industrial property, intellectual property, reports, prototypes, etc.) are to be shared. Research products resulting from one party's participation in the other party's research program belong to the party hosting the research program.

c. When a party is to disclose or transfer research products resulting from joint research to a third party, it shall acquire approval from the other party. Any revenues, such as technical fees, resulting from such interaction shall be shared between The Parties as mutually decided by both parties.

- ❖ Creation of industrial chair to support research
- ❖ Short-Term Training Programmes
- ❖ Onsite Educational Programmes
- ❖ Part time Educational Programmes
- ❖ Collaborative Educational Programmes
- ❖ Visiting faculty/Experts from industry for interaction with students
- ❖ Startup entrepreneurship program
- ❖ Training programmes / Short term assignments to the faculty members in industries
- ❖ Participation of industrial experts in curriculum design
- ❖ Both the parties agree to hold/conduct, whenever feasible, national events, Joint workshops, conferences, training programs within the areas of mutual interest.
- ❖ Shared Use of Research Equipment and Facilities: Under mutual consent, The Parties can share each other's research equipment and facilities. If any expenses arise from doing so, the expenses shall be discussed in advance and shall be handled accordingly.
- ❖ Guiding in Setting up Incubation Centre.
- ❖ Facilitating for tie-ups for student's internships and placements.
- ❖ Helps in setting up Technology and Innovation Support Center network which provides innovators in university to locally based, high quality technology information and related services, helping them to exploit their innovative potential and to create, protect, and manage their Intellectual Property Rights (IPRs).

4: Mode of Operation:

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

A. This MoU shall be effective from the date it is signed by both the Parties.

B. Within the broad framework of the MoU, a PHD Chamber of Commerce and Industry, and **GNDU** can develop joint research, academic or, exchanges, development of facilities, etc

- C. Any financial commitment for joint activities under this MoU shall be subject to the approval by the competent authority of the respective organizations.
- D. The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee. Coordinator, UILP, GNDU will be the internal Coordinator from GNDU, GNDU Amritsar, whereas, President PHD Chamber of Commerce and Industry or a person nominated by the President PHD Chamber of Commerce and Industry will be the internal coordinator from PHD Chamber of Commerce and Industry. The visitors will be bound by the Rules and Regulations as well as code of conduct of the host institution.

5. Information Exchange:

- ❖ The Parties can co-hold conferences, seminars, workshops, etc. Technical information and related data are to be shared.
- ❖ When necessary, joint research teams, technology exchange teams, etc. shall be organized and operated for further cooperation.

6. Financial arrangements.

This Agreement places no financial obligations or supplementary funding commitments on either Party. These activities will be defined through separate program agreements that detail the commitment of resources (financial or otherwise) required by each Institution. Subsequent program agreements must be approved in writing by the authorized representatives of each institution. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MOU. Where possible and appropriate, the Parties may also seek funding for collaborations from Government and related agencies.

7. Non-disclosure: The Parties shall not provide or disclose any confidential information related to the other party, acquired during the cooperation or exchange stated herein, to a third party.

8. Principle of Good Faith: The Parties shall practice this agreement in good faith.

9. General

This Agreement will become effective upon the date of signature by both Parties. It shall remain valid for a period of five (5) years from the date of the last signature, with the understanding that it may be modified by written mutual consent of both Parties. This Agreement may be terminated by either Party with advance written notice of at least thirty (30) days. The terms of this MoU may be amended with the consent of both the parties. Signed in behalf of PHD Chamber of Commerce and Industry and Guru Nanak Dev University was established at Amritsar as follows on the date and the year herein above written.

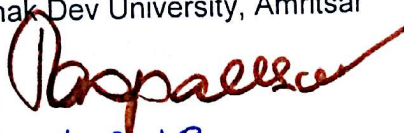
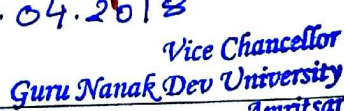

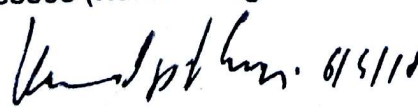
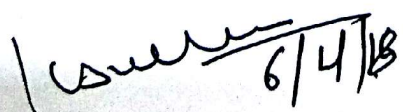

10: GOVERNING LAWS AND DISPUTES RESOLUTION

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. Any unresolved dispute, shall be referred to PHD Chamber of Commerce and Industry AND Coordinator, UILP, GNDU, Amritsar, 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.
3. 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.

11: 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 PHD Chamber of Commerce and Industry
Prof. (Dr.) Jaspal Singh Sandhu Vice-Chancellor Guru Nanak Dev University, Amritsar Signature:  Date: 06.04.2018 Seal: 	Mr. Anil Khaitan President, PHD Chamber of Commerce and Industry, New Delhi Signature:  Date: 6th April, 2018. Seal :
Witnesses (Name & Signature): 1.  6/5/18 2.  6/4/18	Witnesses (Name & Signature): 1. Anji Bajai  2. Ravechan Lulshi 