



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF NOTTINGHAM, NOTTINGHAM, UK
AND
PANJAB UNIVERSITY, CHANDIGARH, INDIA

1. Background

This Memorandum records the intention of The University of Nottingham and Panjab University to collaborate following the exchanges of visits during the last year.

2. Scope

This Memorandum applies to The University of Nottingham campuses in the United Kingdom, China and Malaysia and to Panjab University. The purpose is to express the intentions of the Parties and except as provided in clauses 4, 7 and 8, and 9 it is not intended to be legally binding. This Memorandum may be subject to revision or renewal by mutual consent or termination for any reason by either Party upon service of written notice to the other Party.

Panjab University may seek involvement of institutes and universities in the Chandigarh area by mutual consent of all concerned parties. A list of such institutes and universities is enclosed as an annexure.

Cooperative projects under this agreement may include any of the academic disciplines of the parties.

3. Purpose

Initial focus shall be in relation to

- 3.1 Research collaborations.
- 3.2 Faculty exchange visits.
- 3.3 Exchange visits by students.
- 3.4 Organization of joint conferences, workshops and schools.
- 3.5 Creation of a joint program to develop innovation and discoveries for large scale applications.

4. Confidentiality

The discussions relating to any contemplated transactions shall be confidential and shall be binding upon the Parties and their respective affiliates. Each Party shall be responsible for any breach of this Agreement by any of its affiliates.

5. Term

This Agreement shall be effective upon the Effective Date notwithstanding the date of signature and shall remain in force, subject to earlier termination, for a period of 3 (three) years. Either party may terminate this Memorandum at any time on 15 calendar days' written notice to the other party without incurring any liability. If neither party expresses a desire to terminate the agreement at the end of the term then the agreement will be deemed to be automatically renewed for another term.

6. Coordination

In order to carry out and fulfill the aims of this Memorandum, each party will appoint a coordinator, who will be responsible for managing the development and conduct of any activities upon which the parties agree.

7. Collaboration

Any specific research projects shall be conducted under an appropriate separate Collaboration Agreement executed by the parties. Such agreements will be legally binding.

Detailed agreements for exchange of faculty and students shall be conducted under separate agreements to be signed by the parties. These agreements will spell out the responsibility of each party in detail and will be legally binding.

8. Intellectual Property

Nothing in this Agreement is intended to confer any Intellectual Property Rights ("IPR") by one Party to the other or change either Party's ownership of its background IPR in existence on or before the date this Agreement or falling outside of the scope of this Agreement.

Any collaboration or exchange agreements that are signed under the aegis of this agreement will spell out the ownership of intellectual property rights of any discoveries made as a part of such agreements.

9. Relationship

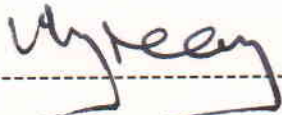
At all times during the performance of its obligations under this Agreement, the parties shall act as independent contractors. This Memorandum is not intended to create, and shall not be construed to create a relationship of principal and agent, employer and employee, joint venture, partnership, or any relationship other than that of independent contracting parties.

10. Status

This Memorandum does not create any legally binding obligations or rights between the parties.

Any specific arrangements undertaken by the parties will be documented in legally binding agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.



Professor Sir David Greenaway
Vice Chancellor
The University of Nottingham

Date: March 11, 2015



Professor Arun Kumar Grover
Vice Chancellor
Panjab University

Date: March 11, 2015



Witness:



Witness: **MAUSULA RAO**