

## Confidential Collaboration Memorandum of Understanding

**DATE:** 8<sup>th</sup> December 2015 ("Effective Date")

**PARTIES:**

(1) **THE UNIVERSITY OF BIRMINGHAM** of Edgbaston, Birmingham, West Midlands B15 2TT, United Kingdom; and

(2) **PANJAB UNIVERSITY, India** of sectors 14 and 25 of the city of Chandigarh ("Panjab University").

Each a "Party" and together "Parties"

### 1. Background

This Memorandum of Understanding ("Memorandum") records the intention of the University of Birmingham and Panjab University to establish collaborations following the exchanges of visits during the last year.

### 2. Scope

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 pursuant to Clause 5.

The Vice Chancellor, Panjab University, as Chairman of Chandigarh Region Innovation and Knowledge Cluster (CRIKC) may seek involvement of institutes and universities under this cluster 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 Memorandum 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 innovations and discoveries for large scale applications.

#### 4. Confidentiality

-192-

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

#### 5. Term

This Memorandum 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 this Memorandum at the end of the term then this Memorandum 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 agreements 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 may be legally binding.

#### 8. Intellectual Property

Nothing in this Memorandum 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 Memorandum or falling outside of the scope of this Memorandum.

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

#### 9. Relationship

At all times during the performance of its obligations under this Memorandum, 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

191-  
-193-

This Memorandum records the understanding between the parties. It does not create any legally binding obligations or rights between the parties and shall not be enforceable in any court of law.

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

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



Professor Adam Tickell

Professor Arun Kumar Grover

Provost and Vice Principal  
The University of Birmingham

Vice Chancellor  
Panjab University