



## MEMORANDUM OF UNDERSTANDING

Between

**J.C. BOSE UNIVERSITY OF SCIENCE AND TECHNOLOGY, FARIDABAD, HARYANA  
AND  
PANJAB UNIVERSITY, CHANDIGARH**

This Memorandum of Understanding is made on 24/11/2022  
BETWEEN the J.C. BOSE UNIVERSITY OF SCIENCE AND TECHNOLOGY, YMCA,  
FARIDABAD, HARYANA, hereinafter referred to as JCBoseUST, which expression shall mean  
and include its successor-in office and assignors and represented by its representatives.

AND

PANJAB UNIVERSITY, CHANDIGARH, A leading Educational Institution in sciences,  
engineering, humanities and sports established in 1882, having its office at Sector-14, Chandigarh  
(UT)-India, Pin-160014, hereinafter referred to as PU which expression shall mean and include  
its successors in interest and assignors and represented by its representatives.

### BACKGROUND

**J.C Bose University of Science & Technology, YMCA, Faridabad (JCBoseUST)**, (formerly referred to as YMCA University of Science and Technology, Faridabad) which is a State Govt. University established in 2009 vide Haryana Govt. Gazette notification No. 29 of 2009 dated 16.09.2009 (Haryana Act No. 21 of 2009) (Erstwhile, YMCA Institute of Engineering), Faridabad situated at sector 6, Faridabad-121006 acting through its authorized signatory, Registrar, JCBoseUST which expression, unless its repugnant or inconsistent with the context or meaning thereof to be deemed mean and includes its successors in title and permitted assignors of the second Part.

AND WHEREAS, Panjab University (PU) has 78 teaching and research departments and 15 Centers/Chairs for teaching and research at the main campus located at Chandigarh. PU has set quality standards in education and research. The highly qualified faculty and dedicated staff are backbone of university. Well-equipped laboratories, state-of-the-art computer facilities, independent Internet connectivity provide ample scope for students to learn round the clock at departments like UIET, DCSA, UIPS, Physics, Chemistry, IFSC, SAIF-CIL, Psychology, UIEASS, etc. and provide practical industrial exposure to the students. PU has good liaison with industry, research organization as well as renowned institutes.

For further impetus to such inter-disciplinary areas, collaborative activities need be encouraged and initiated. Such partnership will help in improving the content and output of ongoing research, enhancing the potential of existing human resource, generating skilled manpower and providing a wider exposure to students, faculty and personnel of both the entities. This MOU will facilitate mutual cooperation, help in conducting meaningful research, innovation and strengthen the bio-design and affordable healthcare solutions.

## **OBJECTIVES**

Both JC Bose UST and PU are, now

- Recognizing the importance of research & development, innovation and training in the areas related to emerging areas in engineering, healthcare, sciences and other allied areas, and facilitate innovation and deployment of solutions.
- Appreciating the need for integrating the reservoir of highly qualified manpower in the fields of expertise available at both places and foster relationship between academia and researchers.
- Desiring to amalgamate their efforts by pooling their expertise and resources and to form a nucleus for promoting Research & Development like joint PhD guidance and training by exploiting the unique expertise, intellectual and infrastructural capabilities of both the parties. PhD guidance will be regulated by the institutional guidelines of the candidate where enrolment is taking place.
- Desiring to implement student exchange for the purpose of mutual enrichment. Students can be exchanged in the Summer Vacation for mutual learning in the area of engineering, science etc. This would endeavor to focus on enhancing the soft skills, personality development, Emotional Intelligence, Critical Thinking, Technology advancement and application etc. Schedule to be mutually decided and shared for implementation.

## **FINANCIAL TERMS**

There is no direct financial obligation on either institution unless specifically agreed to. The financial requirement of individual institutions for joint project proposals will be separately mentioned in joint projects while submitting to funding agencies. Before start of any activity, financial terms will be decided pertaining to that particular activity in advance.

## **DURATION**

This MOU shall come into effect on the day of the approval by both institutions with an initial duration of three years and the MOU may be extended by both the parties on the mutual basis.

## **TERMINATION**

Either institution may terminate this MOU provided that a written notice to this intent is given to the other at least three months prior to the termination.

## **INTELLECTUAL PROPERTY RIGHT (IPR)**

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

Intellectual Properties, which are in possession of PU prior to this MOU or to be acquired outside the collaborative project with PU, will remain the exclusive property of PU. Intellectual Properties which are in possession of JC Bose UST prior to this MOU or to be acquired outside the collaborative project with PU will remain the exclusive property of JC Bose UST.

Intellectual Property/ies that may come about in the course of execution of collaborative project(s) between JC Bose UST and PU will be the joint property unless otherwise mentioned clearly in project proposals or project specific MOUs.

## **CONFIDENTIALITY**

- a) During the Term of MoU, either party may provide to the other confidential information that it considers essential for the conduct of any PROJECT at their sole discretion.
- b) PROPRIETARY INFORMATION for the purposes of this MOU shall include all data, samples discoveries, inventions, technical information, reports, known-how and other

- information related to and disclosed by either party to the other in any form of written material and it shall be the duty of the receiving party to maintain its confidentiality.
- c) The PU and JC Bose UST agree to hold PROPRIETARY INFORMATION in confidence and to project it against disclosure to the public and third parties. Accordingly, both PU and JC Bose UST shall employ protective measures fully commensurate with those used by them to protect their own trade secrets and other confidential information from disclosure to the public and to third parties, but in no event less than ordinary degree of care required by law to preserve the secrecy of information that under such law is deemed confidential. By way of example, such efforts will include the act of obtaining the execution of suitable confidentiality MOUs from other parties and from other persons to whom such information is disclosed in the course of execution of the PROJECT and to retrieve the connected documents on completion of the project where given for the same.
  - d) The PU and JC Bose UST agree to use PROPRIETARY INFORMATION only for the specific project during the term of such project.
  - e) The PU and JC Bose UST agree not to copy, reproduce or otherwise reduce to writing any Part of PROPRIETARY INFORMATION except and only as may be reasonably necessary for the PROJECT.
  - f) INFORMATION disclosed by either party to the other in the form of result of the study/ research originating from the projects under the MOU shall be treated as confidential and should not be shared with any third party, including and country, without the expressed permission of giving party.
  - g) Both PU and JC Bose UST will be free to publish research results out of projects under this MOU that does not contain proprietary information. In case it contains proprietary information decision to publish will be on a mutual consent basis so as to ensure protection of the related intellectual property.
  - h) The non-disclosure clause will survive five years from the date of expiry of this MoU.

#### **SEVERABILITY**

If, for any reason, a court of competent jurisdiction finds any provision of this MOU, or portion thereof, to be unenforceable, that provisions of the MOU will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this MOU shall continue in full force and effect.

#### **FORCE MAJEURE**

The parties shall not be liable for any failure or delay in its performance under this MOU due to acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, sabotage or disruptions, of production facilities, system failure technical mishaps, hacking, internet disruptions, loss of data, communications failure, strikes, work stoppages, or other industrial disputes.

#### **DISPUTE RESOLUTION/ JURISDICTIONS OF COURT**

Both parties hereby undertake to use their best efforts to mutually resolve any dispute[s] that may arise as between them from the interpretation and enforcement of this MOU. And if any dispute is not resolved amicably, the Punjab and Haryana High Court at Chandigarh have the Jurisdiction to resolve the matter.

#### **CO-ORDINATION COMMITTEE**

The following will constitute the Coordination Committee to monitor and review the collaborative program (s) between the two institutions:

- a) Vice Chancellor, Panjab University or his nominee(s)
- b) Vice Chancellor, J.C. Bose University of Science & Technology or his nominee(s)

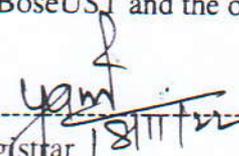
c) Coordinators both from JC Bose UST and PU.

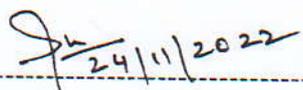
The Coordination Committee shall:

- a) Review the progress of the identified programs (at least twice a year)
- b) Consider new R&D and training proposals for the collaboration and implementation on case to case basis including IPR and financial arrangements
- c) Consider the addition/deletion of areas of co-operation between the two entities during review.
- d) Consider the continuance of the MoU.

Any difference of opinion arising on any matters under the preview of the MoU will be referred to the Vice Chancellor, PU and Vice Chancellor, JC Bose UST for resolution through mutual consent.

Both the parties hereto set their hands and signed the MOU on the day, month and year mentioned above. It has been executed in two originals; one has been retained by JC Bose UST and the other by Panjab University

  
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Registrar  
**Panjab University,**  
Chandigarh-160014

  
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Registrar  
**JC Bose UST**  
Faridabad, Haryana