

### **3.5.2 Revenue generated from consultancy and corporate training during the last five years (INR in Lakhs).**

**Grade Obtained from NAAC: 0**

**Grade expected by IKGPTU: 2**

#### **Appeal Background**

IK Gujral Punjab Technical University signed a MOU with TATA Technologies Limited in the year 2018. The mandate of the MOU was to set up Tata technologies CIIT facility for providing integrated training on technical and skill development in collaboration with IK Gujral Punjab Technical University. The CIIT centre was set up with hub location at IK Gujral Punjab Technical University, Kapurthala and Spoke location at IK Gujral Punjab Technical University Sultanpur Lodhi Campus. Under this venture youth from the neighbouring areas are imparted industrial training by the trainers of TATA Technologies Ltd.

#### **Reasons for Appeal:**

1. Due to ambiguity in the type of activity to be included under this metric HEI did not provide information under this metric. However, after going through the SSRs of other university it became clear that information regarding training imparted in the CIIT was suitable under this metric.
2. The information about the TATA Technologies CIIT Centre was included in the SSR submitted by HEI under metric 4.1.1  
(<https://ptu.ac.in/naac-data/Criterion-4/4.1.1/Facilities-for-teaching-learning.pdf>), 6.1.1 and 6.5.1.
3. In the CIIT Spoke Centre at Sultanpur Lodhi industrial training was imparted by the trainers from TATA Technologies Ltd. to students of ITIs and Government Polytechnics. Under this activity a total revenue of Rs **10,28,333/-** was generated.
4. To substantiate the claim the proofs are attached with this appeal document.

#### **Appeal:**

In view of the above points, HEI appeals that revised data of sub metric 3.5.2.1 be considered and HEI feels that it deserves to be graded up for this metric to **2**.

3.5.2 Revenue generated from consultancy and corporate training during the last five years (INR in Lakhs) (15)

3.5.2.1: Total amount generated from consultancy and corporate training year wise during the last five years (INR in lakhs)

Revenue generated from consultancy during the last five years

Revenue generated from corporate training during the last five years					
Names of the teacher-consultants/corporate trainers	Title of the corporate training program	Agency seeking training with contact details	Year	Revenue generated (amount in rupees)	Number of trainees
TATA Technologies Ltd.	Industrial Training	Directorate of Technical Education and Industrial Training, Plot No.1, Sector 36-A, Chandigarh	2019-20	10,28,333/-	388

50690/2021/Registrar Office



ਪ੍ਰੋ. ਗੁਜਰਾਲ ਪੰਜਾਬ ਟੈਕਨੀਕਲ ਯੂਨੀਵਰਸਿਟੀ ਜਲੰਧਰ, ਕਪੂਰਥਲਾ  
I. K. GUJRAL PUNJAB TECHNICAL UNIVERSITY JALANDHAR, KAPURTHALA

ਰਜਿਸਟਰਾਰ ਦਫ਼ਤਰ  
OFFICE OF REGISTRAR

Ref No. IKGPTU/REG/1117/433

Dated 24-5-2021

Director,  
Directorate of Technical Education & Industrial Training, Punjab  
Plot No. 1, Sector 36-A,  
Chandigarh.

**Sub: Payment of fee for the training of students (ITI/Diploma) at CIIIT, Sultanpur Lodhi, Kapurthala.**

As per the directions of Directorate Technical Education & Industrial Training, Punjab, Chandigarh, received through coordinator (Mr. Vikas Bajaj, Foreman Instructor, Govt. Polytechnic, Begowal), 388 students of ITIs and Diploma Colleges have been provided training at Centre of Invention, Innovation, Incubation and Training (CIIIT), IKGPTU Sultanpur Lodhi Campus.

In this context, it is informed that no fee has been charged at the time of training from the students. The summary of applicable fee has been prepared on the basis of number of students and the type of courses as per the fee notification No. IKGPTU/Reg./NF/77, Dated 08.03.2021 (Copy enclosed). Total fee payable to University is Rs. 10,28,333/-.

It is requested that the amount of Rs 10,28,333/- (Ten lac twenty eight thousand three hundred and thirty three only) be released for the training of 388 students at CIIIT, IKGPTU Sultanpur Lodhi Campus.

The detail of students and fee calculation is enclosed herewith for your reference.

  
Registrar

CC:

1. VC Secretariat for kind information of Hon'ble Vice Chancellor
2. Director (Main Campus)
3. Coordinator (CIIIT Main Campus)

50690/2021/Registrar Office

Batch	Semester	Students	Branch	Duration of Training	Courses	Course Fee (As per CIIT Fee structure)	Total Amount
1	ITI Final Year Passed	15	Mechanical Engineering	03.10.2019 - 15.11.2019	Manufacturing Process (CNC, VMC, 3D Printing, Laser Cutting)	5000 per student	75000
2		12		25.11.2019 - 03.01.2020			60000
3		10		20.01.2020 - 23.02.2020			50000
4		12		02.03.2020 - 29.05.2020			60000
<b>TOTAL</b>		<b>49</b>					<b>245000</b>

1	ITI Final Year Passed	9	Mechanical Engineering	07.10.2019 - 15.11.2019	Product Design and Development , Product Lifecycle Management	6000 per student	54000
2		13		25.11.2019 - 03.01.2020			78000
3		7		20.01.2020 - 23.02.2020			42000
4		12		02.03.2020 - 29.05.2020			72000
TOTAL		41					246000

1	ITI Final Year Passed	2	Electronics Engineering	07.10.2019 - 15.11.2019	Industrial Robotics	5000 per student	10000
TOTAL		2					10000

**One Month Online Industrial Training for Students at CIIIT IKGPTU Sultanpur Lodhi (Two hours daily)**

1	Diploma Final Year Passed	10	Mechanical, Electronics, Electrical Engineering	01.06.2020 - 30.06.2020	PDD and PLM	6000 per student	20000**
2*		14			Advanced Automobile	5000 per student	23333**
3		92			PDD and PLM	6000 per student	184000**
4*		90			Advanced Automobile	5000 per student	150000**
5		90			Industrial Robotics	5000 per student	150000**
<b>TOTAL</b>		<b>296</b>					<b>527333</b>

GRAND TOTAL	388		1028333
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\*Note: The fee of **Advanced automobile** is charged according to the fee structure of **CIIT IKGPTU Main Campus**.

**\*\* Note:** The fee for these courses is charged for **one month** only, however in CIIT Fee Structure shows the fee for 3 months.

Note: The staff from ITI Colleges (30) have done partial training at CIIT IKGPTU Sultanpur Lodhi Campus, the bill for the same will be generated after completion of their training.





ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

L 565533

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into this 18<sup>th</sup> day of, September 2018 ("Effective Date")

**BETWEEN**

I.K. Gujral Punjab Technical University, Kapurthala, India herein after referred to as ("I. K. Gujral Punjab Technical University" OR IKGPTU)

**...PARTY OF THE FIRST PART**

**AND**

**TATA TECHNOLOGIES LIMITED**, a company incorporated under the Laws of India, (hereinafter referred to as "**Tata Technologies**" which expression shall, unless the context otherwise requires, includes its successors in business and permitted assigns),

**...PARTY OF THE SECOND PART**

	PARTY OF THE FIRST PART	PARTY OF THE SECOND PART
Party	I.K. Gujral Punjab Technical University	Tata Technologies Limited
Located in	Jalandhar - Kapurthala Highway, VPO - Ibban, Kapurthala-144603, Distt. Kapurthala	25, Rajiv Gandhi InfoTech Park, Phase 1, Hinjewadi, Pune – 411057
Website	<a href="http://www.ptu.ac.in">www.ptu.ac.in</a>	<a href="http://www.tatatechnologies.com">www.tatatechnologies.com</a>
Represented by	Prof.(Dr.) Ajay K. Sharma Vice Chancellor	AnandBhade President- APAC

For the purposes of this transaction between the I. K. Gujral Punjab Technical University and Tata Technologies Limited, this MOU is synonymously referred to as "Agreement" and the "Work Order" will be issued after approval of BOG, IKGPTU / Government of Punjab.

For the purposes of this MOU between the I. K. Gujral Punjab Technical University and Tata Technologies Limited, the "Center for Invention, Innovation, Incubation & Training" an Industrial Experiential Learning & Development center is also referred to as the "CIIT".

#### Executive Summary of this MOU

Tata Technologies CIIT is a one-stop center providing Integrated training on technical and skill development in collaboration with the I. K. Gujral Punjab Technical University, to communities close to where they live as part of a comprehensive strategy to better their lives.

The plan outlines the way forward for continued sustainability and improvement of center, as well as the extension of this skill development network for Punjab.

Partnerships between Tata Technologies and the I. K. Gujral Punjab Technical University will enable efficient, effective, integrated and sustainable service delivery in the implementation of the CIITs.

#### WHEREAS

- The I. K. Gujral Punjab Technical University is desirous of partnering with Tata Technologies to setup CIITs.
- Tata Technologies is the enablement partner to the I. K. Gujral Punjab Technical University which is the infrastructure and investment partner for CIIT centers to be jointly established in Punjab (hereinafter referred to as "Project")



The project will be executed in phase wise manner with "Hub and Spoke" Model as mentioned in below table:

Phase	Name of the Project	Hub Location*	Spoke Location*
1	"Guru Nanak Dev ji CIIT"	IK. Gujral Punjab Technical University Kapurthala	1.Sultanpur Lodhi
2	"Guru Gobind Singh ji CIIT"	Chamkaur Sahib	1.Chamkaur Sahib** 2.IKG PTU Campus-Ladowali Road, Jalandhar**

\* The Suitable Building with ready to use infrastructure will be allocated by I. K. Gujral Punjab Technical University for the projects. (\*\* means - To be Decided). The above-mentioned locations are assigned as per preliminary discussion, the locations based on the best available ready to use infrastructure, will be suggested by IKGPTU team and both parties agree to change it suitably.

#### Objectives of the MOU:

- Qualitative improvements in technical education
- To create CIIT infrastructure and learning environment for training manpower, to cater to the increasing needs of India.
- To provide ready local pool of engineers, operators, technicians and skilled manpower required by the industries in the field of manufacturing sector.
- To increase the employability of the population of Punjab.
- Provide high end industrial training to increase chances of good quality jobs  
Upgrade course curriculum to modern industrial practices as necessary
- Enhance the reputation of technical institutions as modern and state of art technologies
- Help innovators to develop new products
- Promote technology start-ups

#### The above objectives will be met through:

- Establishing a CIITs, with latest manufacturing technology tools and equipment which is widely used in the industries
- The learning methodology will include classroom and lab sessions, online videos, e-learning, assessments and joint certifications at the CIIT. In addition, there will be joint supervision of student in CIITs, special lectures and seminars by the industrial experts.
- Tata Technologies to train the students at CIIT for 2 years and handhold for the 3rd year through the "Train the Trainers Program"



**NOW, THE PARTIES TO THIS MOU HEREBY AGREE AS FOLLOWS:**

**1. TERM**

- a. The MOU shall commence on the effective Date, the MOU is signed by both the parties
- b. The MOU will be valid for 42 months from the date of signing for Phase I and for Phase II from the date of handover of respective premises.

**2. ROLE OF TATA TECHNOLOGIES**

- a. Establish the Industry-Academia interface in Punjab State in the form of the CIITs
- b. Provide and arrange hardware, Technology Tools, Equipment & Machinery with required configuration needed for running the technology solutions in the CIIT Centers (Hub and Spoke). Refer to Annexure 1 for details
- c. Provide required training to the students with mutually agreed curriculum for first two years after the set-up completion and train the students jointly with IKGPTU trainers in third year (Handholding).
- d. Provide technology solutions and deploy industry faculty (Subject Matter Expert) along with the specialist trainer resources to provide an edge to CIIT.
- e. Provide a Certificate of Completion to the students who successfully complete the exam conducted by Tata Technologies. This will be joint certification by TATA Technologies and I.K. Gujral Punjab Technical University after a student completes a course.
- f. Provide all required assistance with respect to installation, maintenance and up-gradation of technology solution for the tenure of the MOU
- g. Conduct guest lectures and seminars at the CIIT Centers, by industry experts for sharing of industry knowledge.
- h. Provide learning tools i-GET-IT as the teaching platform.
- i. TATA Technologies will also provide the following in the set up
  - i. Furniture (Table and Chairs) for all the Classrooms of CIITs
  - ii. Networking, Electrical wiring, Air Conditioning and UPS back up for all workstations.
  - iii. Epoxy coating on floor in 3 Centers (Domain Learning, Mechatronics and Advance Manufacturing) as needed.
  - iv. Admin Resource.

**3. ROLE OF THE I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY**

It is agreed between the Parties that I. K. Gujral Punjab Technical University shall provide the following support services to Tata Technologies for the successful implementation of the said Project:

- a. Provides the fully built-up ready to use space/institute and other infrastructure facilities for setting up of CIIT.
- b. Provides all required support for successful implementation of the CIIT



- c. Hire new resources OR provide existing trainers to get handholding from Tata Technologies trainers in the 3rd year.
- d. Tuition fee to be decided at the discretion of the I.K. Gujral Punjab Technical University
- e. I.K. Gujral Punjab Technical University will do the following
  - i. Provide required Electricity with Power Back Up (Generator Set up) to run the CIITs
  - ii. Up to the point (for CIITs Classrooms) Network Switch with multiple (around 80 in total) Ports with internet connectivity
  - iii. Ground or Basement with Trimix flooring with RCC / PCC plinth, minimum 8" thick to sustain load up to 8 tons / sq. m. - Scope -Customer
  - iv. General Utilities like Drinking Water, Washrooms, fire safety system as per university norms.

#### **4. INTENDED OUTCOMES OF THE CIIT**

- a. Improved skills of students leading to employment & entrepreneurship
- b. Technical curriculum more updated and aligned to current and near future industry requirements
- c. Workshop for all nearby Colleges/students at the CIITs
- d. CIIT to focus on training students in line with latest industry needs and make them employable

#### **5. UNDERSTANDING BETWEEN THE TATA TECHNOLOGIES AND I. K. GUJRAL PUNJAB TECHNICAL UNIVERSITY**

The TATA Technologies and I.K. Gujral Punjab Technical University have agreed as under:

- a. The premises/center infrastructure mentioned under this MOU shall be provided to Tata Technologies by the I.K. Gujral Punjab Technical University, devoid of encumbrances for an initial period of 42 months from the date of signing this MOU. This MOU shall be renewed for such further time as may be required for implementation of the CIIT.
- b. As the above mentioned premises/center infrastructure needs to be furnished and provided by the I.K. Gujral Punjab Technical University, an understanding has been reached between the I.K. Gujral Punjab Technical University and Tata Technologies that for the purposes of fulfillment of the CIIT. I.K. Gujral Punjab Technical University shall bear the expenses to get the premises readily available, renovated and furnished based on the assurances that (i) the I.K. Gujral Punjab Technical University shall ensure that the occupation and use of the premises by the CIIT, CIIT shall be assured for a minimum period of 42 months (ii) any permissions/approvals required in this regard

from any government/municipal authority shall be obtained by the I.K. Gujral Punjab Technical University.

- c. The CIIT will be used as a facility for catering training to develop the employable skills at colleges/engineering colleges, diploma institutes of Punjab. The CIIT will also serve to mainstream adaptation and to improve competencies and instruments for skill development network across Punjab.
- d. Tata Technologies will provide the technology set-up and promote technical education in the field of Engineering and Design and various enterprise solutions. Tata Technologies will also provide required training for the period mentioned above in this MOU.
- e. Tata Technologies will also extend reasonable placement assistance and necessary guidance to appropriate students, registered with the various CIIT Centers.
- f. Tata Technologies will proceed and commence with the above-mentioned engagements after the fully built up ready to use space/premises with required infrastructure is made available to TATA Technologies by the I.K. Gujral Punjab Technical University
- g. Skills training up-gradation and development will be the major objective undertaken under this MOU.
- h. Project Time Line for Phase 1:

Sr.	Activity	Timeline
1	Agreement and sign off between I.K. Gujral Punjab Technical University and Tata Technologies	18 <sup>th</sup> September 2018
2	Work Order	Will be issued to TATA Technologies after approval of BOG, IKGPTU / Government of Punjab.
3	CIIT set up completion and fully operational by TATA Technologies	Within 5 months from the date of Ready to use space handed over to TATA Technologies
4	Training Starts	Within one week of Set up Completion




- i. Project Time Line for Phase 2: To be decided mutually for any changes, tentative timeline is mentioned below.

Sr.	Activity	Timeline
1	Agreement and sign off between I.K. Gujral Punjab Technical University and Tata Technologies	18 <sup>th</sup> September 2018
2	Fully Built up Premises (as per layout suggested by TATA Technologies) Handover and Infrastructure readiness from respective authorities of I. K. Gujral Punjab Technical University	By 1 <sup>st</sup> May 2019 (Tentative)
3	TATA Technologies to provide CIIT Layouts	Within 4 weeks of ready to use space/infrastructure made available.
4	CIIT set up completion and fully operational by TATA Technologies	Within 5 months from the ready to use infrastructure made available by IKGPTU
5	Training Starts	Within one week of Set up Completion

## 6. CONSIDERATION

- The Parties have ascertained that the total cost of setting up of each CIIT Hub is Rs. 215,24,14,695/- (Rupees Two Hundred Fifteen Crores, twenty-four lacs fourteen thousand six hundred ninety five Only), and each CIIT Spoke is Rs. 103,37,43,146/- (Rupees One Hundred Three Crores thirty-seven lacs forty three thousand one hundred forty six Only) which is exclusive of taxes.
- I. K. Gujral Punjab Technical University shall spend 12% of the total setup cost of proposed CIITs with taxes as applicable for the purchase of proprietary technology tools, hardware, machinery, equipment as per the proposal and Tata Technologies along with the partner companies shall bear the entire remaining cost. TTL to provide OEM proprietary letters as per specimen provided by IKGPTU and IKGPTU to release this amount to TATA Technologies as per clause 6(d).
- The total cost includes the complete center setup and training by TTL for 2 years and handholding for the 3<sup>rd</sup> year.
- I.K. Gujral Punjab Technical University will pay 80% of its 12 % contribution plus taxes as applicable in the setup against delivery within 10 working days and remaining 20% within 10 days after successful setup completion and third party audit.
- A third-party audit including evaluation and validation of equipment shall be initiated by IKGPTU within 15 days of the setup completed and the audit should be completed within next 45 days.

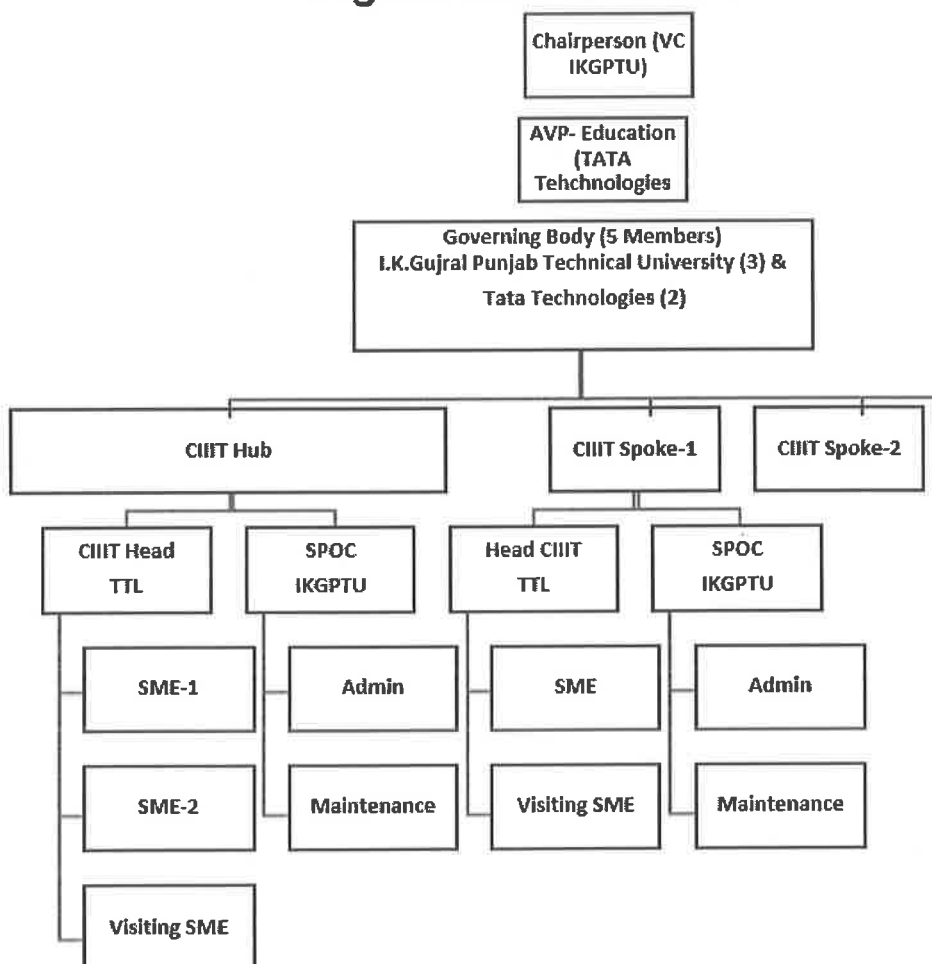


- f. AMC for Software Technology Tools, Equipment, Industrial Hardware and Machinery will be for 5 Years from the date of installation. Whereas both Parties agree to make the project long term success.
- g. Once the center is established, IKGPTU has discretion to utilize the revenue generated on account of Tuition fees, Consultancy, Training, Promotion Innovation and Incubation for indigenization.

## 7. OPERATIONS

It is intended to run the CIITs jointly with following organization structure for each phase, any changes to this will be mutually agreed as needed during the execution of the project

### Organisation Structure



Refer details of Roles& Responsibilities in Annexure 2

Legends:

Note: \* Spoke-2 & Spoke-3 will have similar organization structure as of Spoke-1



#### **8. CONFIDENTIALITY:**

- 8.1 Each party shall hold all the information strictly confidential, whether comes to the knowledge of such party through a written document or in oral form. "Confidential information" shall mean any/all information that would ordinarily and without breach of any legal obligation, not be known to any person who is not having any relationship with the party concerned or any proprietary information of Parties, whether of a technical nature or any other sensitive information, thus all inventions, disclosures, processes, ideas, systems, methods, formulae, devices, intellectual properties, instruments, know how, improvements, materials, products, patterns, compilations, data, programs, techniques, sequences, designs, research or development activities and plans, licenses, specifications, computer programs, source and object codes, mask works, works of authorship, costs of production, prices or other financial data, volume of sales, promotional methods, lists of names or classes of clients/ customers or personnel, lists of suppliers, business plans, budgets, business opportunities, financial statements or information related to party concerned shall be referred to as Confidential Information with reference to this MoU.
- 8.2 Each Party further undertakes to maintain and use the confidential information of the other party only for such purpose as may be required and permitted for the due execution and performance of this MoU and to make copies as may be specifically authorized by the prior consent of other party and disclosure of confidential information to third parties and to use such information only on a "need to know" basis.
- 8.3 All the confidential information shall, at all times, remain the exclusive property of the party concerned.

#### **9 INTELLECTUAL PROPERTY RIGHTS:**

- 9.1 The Parties acknowledge that all Intellectual Property Rights to any material or information including but not limited to the course materials, curriculum, the software systems, procedures, operating, quality, control, audit and user manuals, database design, source and object code, reports etc. designed by either Party shall at all times be the sole and exclusive property of the respective Party.
- 9.2 The Parties acknowledge that all Intellectual Property Rights which arise in relation to the course content, curriculum, case studies, pedagogy and other academic know how developed by either Party during the subsistence of this Agreement and in relation to the Services shall at all times be the sole and exclusive property of the respective Party.
- 9.3 Parties agreed that they will sign End User License Agreement (EULA) separately whereby Tata Technologies shall permit to access and use online/offline contents in accordance with mutually agreed terms of MoU.

- 9.4 All the existing property rights owned by either party and not developed under the scope of this MoU but introduced during the performance of this MoU shall remain the party's property.
- 9.5 Any new IP developed jointly by the parties themselves or through the innovators/trainee who obtained support of CIIT shall be jointly owned by the parties. However, for each/all such invention/s, the Parties and/or CIIT will execute required agreement at that point of time.

## **10 INDEMNITIES AND WARRANTIES:**

- 10.1 Parties shall indemnify and hold each other harmless against any loss, claim, or damage to any person or property caused by its willful misconduct or gross negligence. Parties shall hold each other indemnified against any loss, damage, cost and expenses including attorney's fees, which may be incurred as a result of any action or claim initiated against indemnified party due to any material brought into project or any deliverables, any third party alleging infringement of their intellectual property rights due to usages of provided software, tools, hardware or usages of the property.
- 10.2 Parties shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: compliance with specific technical specifications and instructions provided by the other party; (i) inclusion in a Deliverable of any content or other materials provided by other party and the infringement relates to or arises from such materials in the modification of a Deliverable (iii) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by other party.
- 10.3 Tata Technologies warrants that, the performance of this MoU will conform to the specifications as per the relevant industry standards. The warranties described herein are exclusive and IKGPTU hereby waives any and all other warranties, whether expressed or implied, including any implied warranty of merchantability, title, non-infringement or fitness for particular purpose or use.
- 10.4 Parties are duly constituted entities under Applicable Law and has all necessary authorizations, valid licenses, approvals, permits, and full power and authority to execute this MoU and to consummate the transactions contemplated herein.

## **11 LIMITATION OF LIABILITY:**

- 11.1 Tata Technologies shall not be liable or responsible for any delay or failure to perform services or failure of the services under this MoU to the extent that such delay or failure has arisen due to reasons not attributable to Tata Technologies and such reason should be proven beyond reasonable doubts to IKGPTU.

- 11.2 In the event that Tata Technologies is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf IKGPTU, Tata Technologies shall be allowed an additional period of time to perform its obligations with mutual agreement.
- 11.3 In no event parties shall be liable to the other for any special, indirect, incidental, consequential, exemplary or punitive damages, loss of profit or business or loss of data arising in any way out of this MoU, however caused, under the claim of any type or nature, based on any theory of liability (including contract, tort or other theories of law), even if advised of the possibility of such damages. In no event shall either parties' direct liability for any damages exceed the 10,00,00,000/- [Rupees Ten Crore Only] however this cap will not be applicable for 1) moral and statutory liability 2) IPR infringement liability 3) breach of confidentiality.

## 12 TERMINATION AND ITS EFFECTS:

- 12.1 This MoU shall automatically come to an end on the expiry of the term mentioned hereinabove unless terminated herein below.
- 12.2 It is specifically agreed between the Parties that the Parties will not have any right to terminate this MoU till the period of completion of 36 months after establishment of all CIITs with or without any cause commencing from the date of execution of this agreement.
- 12.3 After 42 months, any party can terminate this MoU, with cause or without cause, by providing an advance 30 (thirty) days written notice to the other Parties.
- 12.4 It is specifically agreed between the Parties that in case of termination of this MoU by either party due to breach committed by other party, the defaulting party shall be liable to pay damages and losses suffered by other party due to the breach committed by defaulting party.
- 12.5 Either Party may terminate this MoU, in the event of any proceedings in bankruptcy, insolvency or winding up by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.
- 12.6 In the event of termination or expiry of this Agreement, IKGPTU will operate CIITs, however it is further clarified that at all times the ownership of equipment, machinery, tools and software procured by any of the Parties as per terms of this agreement for the said project shall reside entirely with IKGPTU and which shall be used only for the purpose of CIITs.

**13 PUBLICITY:**

No Party shall use any name, mark or symbol of the other Party in any publicity release or advertising material or for any other purpose whatsoever nor shall publicize any information pertaining to this MoU or the other Party without securing prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

**14 Audit:**

No Audit will be allowed without providing any 30 days advance notice and Tata Technologies will only liable to provide documents related to Project provided they are not confidential in nature.

**15 ARBITRATION:**

In case any dispute or difference arises between the Parties as to any term and/or conditions of this MoU, the Parties shall promptly meet and attempt in good faith to resolve such dispute or difference by amicable negotiations; Provided, that if the same is not so resolved within 30 days, the matter shall be referred to the sole arbitrator mutually appointed by the Parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time and the venue of such arbitration shall be either Chandigarh OR Pune, India only and the award or awards in such arbitration shall be final and binding on the Parties.

**16 GOVERNING LAW AND JURISDICTION:**

The provisions of this MoU or any other document entered into between the Parties herein shall be construed, interpreted, governed by and enforced in accordance with Indian law. Subject to the arbitration clause, Pune / Chandigarh courts shall have exclusive jurisdiction for the purposes of this MoU.

**17 NO THIRD-PARTY RIGHTS:**

A person who is not a party to this MoU shall not have any right to enforce any term of this MoU.

**18 COUNTERPARTS:**

This MoU shall be executed in two counterparts, each of which shall be deemed as original, but all of this together shall constitute one and the same instrument.

**19 SEVERABILITY:**

Should any portion of this MoU be contrary to, or in violation of any law and consequently of no effect, the reminder of this MoU shall be valid and remain in force notwithstanding the invalidity of such portion.



**20 AMBIGUITIES:**

Any ambiguous language in this MoU shall be interpreted as to its fair meaning, and not strictly for or against a party. Matters not provided for in this MoU shall be mutually decided by the Parties in writing and decision so agreed upon shall be final and binding on the Parties.

**21 AMENDMENT:**

The Parties to this MoU may, add, delete, amend or alter all or any of the terms and conditions of this MoU as mutually agreed upon from time to time and such modification and changes shall not be effective until the same are in writing and duly signed by the authorized representatives of the Parties.

**22 NON WAIVER:**

No waiver, delay or failure by a party in enforcing any of the provision/s of this MoU shall prejudice or restrict the rights of such party under this MoU nor shall waiver by a party of any breach operate as a waiver of any subsequent breach. The rights, powers and remedies provided to each party in this are in addition to, and do not exclude or limit, any right, power or remedy provided by law.

**23 NOTICES:**

All notices and correspondences to a party shall be deemed to be properly served if sent to their respective addresses mentioned herein above, by regular post mail, postage prepaid or commercial overnight courier. For enabling swift business communications, the Parties shall provide their email addresses to expedite official correspondences and documents.

**24 ENTIRE MOU:**

This MoU is binding on all parties and this MOU cannot be modified, amended, altered or supplemented except by a MoU in writing signed by the duly authorized representatives of the Parties.

Two sets of this MOU shall be typed, each one on a separate non-judicial paper of the requisite value meant for agreements. After execution of both one original there of shall be kept for record by each of the two parties hereto.



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

**I.K. Gujral Punjab Technical University**

**Tata Technologies Limited**

Signature:



Name: Prof. (Dr.) Ajay K Sharma

Designation: Vice Chancellor

Signature:



Name: Anand Bhade

Designation: President (APAC)

Witnesses:

1. 

2. 

Witnesses:

1. 

2. 