

[COLLABORATIVE ACADEMIC, RESEARCH & FACULTY DEVELOPMENT PROGRAMME]

- 1. Guru Kashi University, Talwandi Sabo, hereinafter referred to as "GKU", was established by an act of Punjab Govt. Bill No.34-PLA-2011. GKU was established by 'Balaji Educational Trust', which was started in the year 1997. Guru Kashi University is offering courses in the field of Engineering, Management, Life Sciences, Agricultural Sciences, Library Sciences etc. to cater the human resource needs of the industry of the neighboring areas and that of the international market, through its various constituent colleges.
- 2. Punjab Technical University, Jalandhar (PTU) was established by an act of State Legislature on 16th Jan. 1997, to promote Technical, Management & Pharmaceutical Education in the state at the degree level and above. The University has the mandate to set up Centres of Excellence in Emerging Technologies and for promoting Training, Research & Development in these areas. Now the University, under its administration, has around 400 Colleges, offering Courses in Engineering, Management, Pharmacy, B.Sc. MLT, Hotel Management & Catering Technology and IT Disciplines and around 1000 Learning Centres under Distance Education Programme. It has taken new initiatives in technical education to provide latest trends in technology and give opportunity to student and faculty to interact with the technology leaders in the country including e-Governance to PTU.

This MEMORANDUM OF UNDERSTANDING (MoU) is entered into on this 09-01-2012 **BETWEEN**

The Guru Kashi University (GKU) represented by its Vice-Chancellor, having its office at Talwandi Sabo, Distt. Bathinda, Punjab in India hereinafter referred to as the FIRST PARTY

AND

The Punjab Technical University (PTU), represented by its Vice-Chancellor, having its office at Kapurthala (Punjab) in India hereinafter referred to as the SECOND PARTY.

WITNESSETH that

WHEREAS, the First Party is an Educational Institution of National importance engaged in advancement of teaching, research and extension activities in various fields of science, technology and education.

WHEREAS, the Second Party is an Educational Institution of National importance engaged in advancement of teaching, research and extension activities in various fields of professional education.

WHEREAS both, the First Party and the Second Party have come to an understanding to promote Teaching, Research and Education

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. STATEMENT OF PURPOSE INCLUDING OBJECTIVES

To have collaborative academic, research and faculty development programme in the area of Management, Education, Engineering, Science and Technology.

2. TERMS AND CONDITIONS

(These are general guidelines and may need to be modified on case to case basis)

- (i) This MoU is valid for a period of Five years at the first instance, but can be extended with the consent of both the parties.
- This MoU shall be deemed to have been automatically rescinded after the expiry of the (ii) MoU period, unless renewed for any further period as per mutually agreed upon terms at a later stage.

Sprace

Page 1 of 2 KM 2. WO &

MoU between PTU & GKU, regarding Collaborative Academic, Research & Faculty Development Programme

3

- (iii) Either of the parties hereto shall been entitled to terminate the MoU at any time with valid reasons, acceptable in writing to both parties and in such case, the MoU will terminate six months after the date of written notification or on the date of expiry of the MoU, whichever is earlier. In case of such premature termination of the MoU, all rights and obligations of both parties shall automatically cease, except for those covered by written contracts including ongoing collaborative activity that can no longer be cancelled.
- (iv) In case of any dispute that may crop up during execution of MoU, the matter would be settled through arbitration by referring to Arbitration Committee comprising of three members. Two members, nominated one by each party and third member will be jointly nominated by the two parties.
- Faculty of both the Universities and that of its affiliated / constituent colleges will be (v) considered at par for the purpose of attending / organizing faculty development programme.
- (vi) One party can extend its facilities for the other party to organize Faculty Development Programme for the faculty of either / both parties.
- (vii) Faculty of both the Universities and that of its affiliated / constituent colleges will be considered at par for the purpose of research guidance.
- (viii) The available research facilities of both the Universities and that of its affiliated / constituent colleges will be open for the research scholars registered with either of the Universities. To utilize these facilities the research scholars will be considered at par with the research scholars of either of the University.
- (ix) Both the Universities can collaborate on research projects and joint proposals may be submitted to the funding agencies.
- (x) Research scholars can fulfill the residency requirements from either of the University.
- (xi) All credits and benefits for collaborative work including the intellectual property (IP) generated during the tenancy of project would be equally shared between both parties i.e. both parties shall be the joint owners of this IP.
- (xii) The collaborative programme between two parties shall be coordinated by a Coordination Committee consisting of one member from each party.
- (xiii) The decision regarding patenting of the technology developed shall be taken jointly by the Co-ordination Committee. In case the technology developed is to be patented, the cost of patent and benefits accrued shall be shared as per the consent of both the parties. Rights pertaining to third party, if any will be decided jointly by the first two parties. Rights for commercialization shall rest jointly with both the parties and shall be decided by the coordination committee. In case of involvement of private sector, decision will be taken through joint consultation and keeping in view the consent of both the parties.

IN WITNESS WHEREOF, the authorized representatives of both parties have hereunto affixed their signatures on the dates indicated below:

For the Guru Kashi University, Talwandi Sabo

Dr. D.S. Hira Vice-Chancellor, GKU

Date: 09 -01-2012

WITNESSES Signed in the presence of

Prof.S.S.Sandhu Registrar, GKU

For the Punjab Technical University, Jalandhar

337 9.1.12.

Dr. Rajneesh Arora Vice-Chancellor, PTU

Signed in the presence of

DrXH.S.Bains Registrar, PTU