

## **MEMORANDUM OF UNDERSTANDING**

between

**I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY, JALANDHAR**



and

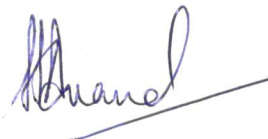
**Sabudh Foundation (A Non-Profit Section-8 Company)**



**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY, JALANDHAR**  
**AND**  
**SABUDH FOUNDATION, MOHALI**

Whereas, **Sabudh Foundation**, (hereinafter referred to as "SF", which expression shall unless repugnant to the context thereof, include its successors and permitted assigns), a not for profit section 8 company, registered at #329, sector 33A, Chandigarh and having its office at Plot no D-228, 3<sup>rd</sup> Floor, Sector 74, Sahibzada Ajit Singh Nagar, Punjab-140307 and hereinafter unless the context otherwise requires be referred to as **Sabudh Foundation**. Sabudh Foundation was set up with the express desire to create a momentum in Artificial Intelligence (AI) and Machine Learning (ML) in Punjab. It has been formed by the leading data scientists in the industry in association with the Punjab government with the objective to bring together data and young data scientists to work on focused, collaborative projects for social benefit.

Whereas, I.K.Gujral Punjab Technical University (IKGPTU) has the mandate to set up centres of excellence in emerging technologies and for promoting training, research and development in the areas of Punjab. The University has undertaken the task of training students to help in the development of skilled manpower in this sector in the country in general and in the state. I.K.Gujral Punjab Technical University (PTU) has bagged the much coveted Best Technical University Award for the year 2013. The Award, instituted by Indian Society for Technical Education (ISTE) and Kalinga Institute of Industrial Technology (KIIT), Bhubaneswar, encourages technical universities to enhance their performance and to serve the community as well as stakeholders by improving quality and maintaining the standard of the programs offered. University had also bagged an award in the "Best University Promoting High Quality Research at Master's and Doctoral Thesis Work" category in the CCI Technology Education Excellence Awards 2013. IKGPTU has also been conferred upon eINDIA 2010 Award of the Year as "ICT Enabled University of the Year" and "Open and Distance Learning Initiative of the Year Award" by the Ministry of Information and Communication Technology, Govt. of India, at Hyderabad on August 5, 2010.



WHEREAS, both I. K. Gujral Punjab Technical University (IKGPTU), Jalandhar and Sabudh Foundation, now

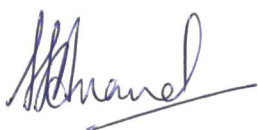
- Recognise the need to create momentum in Artificial Intelligence, Machine Learning, and other emerging technologies.
- Appreciate the value that these technologies can bring to society through entrepreneurship and innovation.
- Desire to create solutions using these technologies to impact society.
- Recognise that if local talent is not developed, the region will be dependent on foreign innovation that may or may not be optimal for the peculiarities of our society.

Intend to collaborate to build an ecosystem of advanced technologies and create a momentum in research, both applied and fundamental, that has the potential of addressing social problems in the region at **I. K. Gujral Punjab Technical University (IKGPTU), Jalandhar**. NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both I. K. Gujral Punjab Technical University (IKGPTU), Jalandhar and Sabudh Foundation hereby acknowledge and agree to sign a Memorandum of Understanding (MOU).

#### **ARTICLE-I: SCOPE OF THE MOU**

Both parties I. K. Gujral Punjab Technical University (IKGPTU), Jalandhar and Sabudh Foundation intend to collaborate with the purpose of:

- Bringing the best academic and industry content for educating local talent in emerging technologies.
- Conduct workshops and training courses for students and teachers for skill development in emerging technologies.
- Mentoring startups with emerging technologies and data analytics.
- Ideate projects of entrepreneurship and innovations focused on data sciences, analytics, emerging technologies.
- Execute on projects with social impact with students, academics, and industry mentors.
- Raise awareness of the impact these technologies will have on society.
- Develop apps for data collection, where required, to allow for the development of social impact solutions.
- Support entrepreneurship amongst students.
- Develop local IP and provide support for it being exploited by developing IP sharing agreements between related parties.



- Participate and steer in incubation talks, conferences, seminars and competence building activities.

#### **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS SABUDH FOUNDATION:**

- Provide Industry ready training in advanced technologies such as Machine Learning, AI, Cyber Security, IoE.
- Bring social problems for researchers to engage with.
- Address problems faced by startups, incubated at I. K. Gujral Punjab Technical University (IKGPTU), Jalandhar.
- Bring our extensive network of world-wide academics and industry leaders to interact with I. K. Gujral Punjab Technical University (IKGPTU) academicians and students.
- Train students in advances in Machine Learning, AI and other future technologies.
- Organise dissemination workshops.
- Provide access to top companies in this space for student employment.
- Attract industry to engage and invest with research in the university.
- Run faculty development programmes.
- Co-teach modules on advanced technology areas.
- Create data repositories associated with local Punjab context.

#### **I. K. GUJRAL PUNJAB TECHNICAL UNIVERSITY, JALANDHAR:**

- Facilitate internship in association with the Sabudh Foundation.
- Engage in research activities/projects with the Sabudh Foundation on topics of interest.
- Provide data storage space and security of the data.
- Provide a single point of contact that will actively participate in regular Steering Committee meetings. Steering committee would include Dr Sarabjot Singh Anand (Director) and Dr Sukhjot Singh Sehra (Director) from Sabudh Foundation and two members from the Department of Planning & External Programmes and/or other Departments of IKGPTU, Jalandhar.

#### **ARTICLE-III: EFFECTIVE DATE AND DURATION OF MOU**

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 5 years from the effective date.
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than 3 months by either party. However, termination of the MOU will not in any manner affect the on-going projects or training being undertaken at that point of time under the MOU.






- Any clause or article of the MOU may be modified or amended by mutual agreement of Sabudh Foundation and I. K. Gujral Punjab Technical University (IKGPTU), Jalandhar.

#### **ARTICLE-IV: IPR**

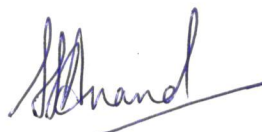
- Rights regarding publications, patents, royalty, ownership of product, design, process, code-base etc under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-V: CONFIDENTIALITY**

- During the tenure of the MOU, both I. K. Gujral Punjab Technical University (IKGPTU), Jalandhar and Sabudh Foundation will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
- Both I. K. Gujral Punjab Technical University (IKGPTU), Jalandhar and Sabudh Foundation shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.
- Further both I. K. Gujral Punjab Technical University (IKGPTU), Jalandhar and Sabudh Foundation shall put in place adequate and reasonable measures to keep and store confidential information secure to prevent any unauthorized use.
- CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However, confidential information shall not include any data or information which:

- Is or become publicly available through no fault of the receiving party
- Is already in the rightful possession of the receiving party prior to its receipt of such data or information.



- Is independently developed by the receiving party without reference to the confidential information of the disclosing party
- Is rightfully obtained by the receiving party from a third party or is in the public domain.
- Is disclosed with the written consent of the party whose information it is, or
- Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party

#### **ARTICLE-VI: AMENDMENTS**

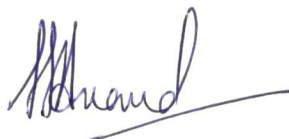
- Any amendment or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE-VII: RESOLUTION OF DISPUTES**

- This agreement shall take effect and be construed in accordance with the Laws of
- India and be subject to the jurisdiction of the courts at Jalandhar.
- The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of THE ARBITRATION AND CONCILIATION (AMENDMENT) ACT, 2015. The venue of arbitration shall be Jalandhar and Language of arbitration shall be English.

#### **ARTICLE-IX: MISCELLANEOUS**

- The headings and subheadings are inserted for convenience only and shall not affect the construction of this Agreement.
- No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and remedies, powers and privileges provided by law.
- After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.




IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Signed on this day

**For and on behalf of:**

**Sabudh Foundation**

Signature: .....

(Director)

SABUDH FOUNDATION

UNIVERSITY, CHANDIGARH

**For and on behalf of:**

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

Signature: .....

(Vice Chancellor)

I.K. Gujral Punjab Technical University

Jalandhar-Kapurthala Highway

VPO. Ibban

Kapurthala-144603,

**Witness:**

Name: .....

GURLEEN KAUR

Signature: .....

Gurleen Kaur

Date: .....

16-01-2022

**Witness:**

Name: .....

Prof (Dr.) Y.S. Bhat

Signature: .....

Date: .....