

MEMORANDUM OF UNDERSTANDING

Between



Punjab Engineering College

(Deemed to be University)

Sector-12

Chandigarh 160012, India

and



Government Medical College & Hospital,

Sector 32, Chandigarh.

PEC

GMCH-32, Chd.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MoU") is, being entered on Jan. 13, 2023 ("Effective Date")

By and Between

Punjab Engineering College (Deemed to be University) Chandigarh, (abbreviated as PEC or PEC, Chandigarh) functions under the control of the Government of India through the Chandigarh Administration (hereinafter refer to as 'PEC, Chandigarh'), represented by its Director, having its main office at Sector -12, Chandigarh-160012. PEC is a premier technical institution of Northern India having its roots in Mughlapura, established in 1921. Post partition, it was shifted to Roorkee and towards the end of 1953, the institute shifted to its present campus in Chandigarh to function under the Government of Punjab. The faculty of academic departments and centres is involved in cutting edge research and development works. The institute collaborates very closely with research organizations, industries, alumni, and other academic institutions both India and abroad, and has signed MoUs to pursue joint research in niche areas.

And

Government Medical College & Hospital, Sector 32, Chandigarh (hereinafter known as GMCH Sector-32). The medical institute was started in the year 1991 and acts as a centre for Continuing Medical Education Programmes for various categories of technical and non-technical personnel of different disciplines working within and from other institutions/hospitals. It has state of the art facilities for conducting research activities relating to different specialties and was Ranked 25 in NIRF's India Ranking 2020.

Both the parties, after due deliberations, have now decided to sign a MoU, effective from 12/1/2023 the mutually agreed terms of which are the following: -

1. PEC and GMCH faculty may participate in the joint research collaborative projects.
2. The faculty of GMCH and PEC will explore the possibility of jointly writing grants and act as co-investigator for conducting collaborative research with Indian and foreign agencies.
3. PEC and GMCH will encourage staff of their respective institutions to work in each other's laboratories to mutually transfer their expertise.
4. PEC and GMCH are permitted to be co-guides of each other's B.Tech / M.Sc / M.Tech / MD / DM / MCh / DNB and PhD students.
5. PEC and GMCH will work closely in the areas of cooperation through organization of lectures, symposia, short-term training courses, etc.

6. Research collaborators / inventors of PEC and GMCH under joint projects will have share in publications and copyrights. The priority in the authorship shall be decided based on contribution in the manuscript and will be decided prior to the start of the project.
7. Research collaborators / inventors of PEC and GMCH in joint projects will have share in patents. The priority will be decided based on the contribution in the patent.
8. Research collaborators / inventors of PEC and GMCH under joint projects shall have share in royalties. In case a commercially exploitable/Licensable know-how emerges from this work, the money, to be received from such a sale/license, shall be shared by both the teams based on the extent of contribution and in accordance with organizational rules of respective institutes and their governing bodies.
9. PEC and GMCH will have share in all unique research emerging out of the projects. The priority and share will be decided based on the extent of contribution.
10. The faculty and students of GMCH and PEC will be allowed an entry based on identity cards of PEC / GMCH to each other institutes including the access to the library.
11. The ethical clearance for each project will be obtained from the respective Institute's Ethics Committee / Review Boards before starting any work
12. One Nodal Officer, from each organization, to be appointed by Director of the institutes, to ensure smooth working under the MoU.
13. Both parties have agreed that they shall not disclose any information or data, which is communicated in writing, orally or visually, or otherwise acquired or developed by PEC or GMCH in connection with this MOU or the Project, without other party's written consent.

Each party shall maintain and preserve, during the term of this MOU, the confidentiality of all information and the terms and conditions of this MOU. It is further agreed between the Parties that such information shall not be used for any purpose other than the performance of their obligations under this MOU.

For the purposes of this Clause, following information shall be considered as exception:

- (i) The information which is or becomes public knowledge through no fault of either Party; or
- (ii) The information which is disclosed by a third party with legal right to do so; or
- (iii) The information which is disclosed to any government, regulatory authority or court, if a Party is obligated by law or judicial decree to do so, provided that the disclosing Party promptly notifies the other, when such obligation arises, to enable

the other Party to seek an appropriate protective order and to make known to the said government, regulatory authority or court the proprietary nature of the information.

- (iv) On expiration or termination of this MOU, each party shall return all originals and copies of any information, item or property of the other Party to the disclosing Party, except as otherwise provided for in this MOU.

14. INTELLECTUAL PROPERTY

- a. The Parties acknowledge that this MOU does not transfer or assign any interest, title or right in any intellectual property from one Party to another.
- b. Any of the Party will not monetize, share, cross-sell, publish or transfer, whether for consideration or otherwise, such Records, in any manner whatsoever. Nothing contained herein shall be construed to grant to either party, any rights to any intellectual property of other party, now or hereinafter in existence, except for the limited purposes as set forth herein.

15. FORCE MAJEURE

If the performance by either Party, of any of its obligations under the *MoU* is prevented, restricted or interfered with by reason of Force Majeure, then such Party shall be excused from such performance to the extent of such prevention, restriction or interference provided that:

- (a) the Party claiming Force Majeure shall give prompt notice to the other Party within a period of seven (7) days from the date of the Force Majeure occurrence providing a description of such Force Majeure, including a description, in reasonable detail, of the cause of the Force Majeure; and
- (b) The Party claiming Force Majeure shall use reasonable efforts to avoid or remove cause of non-performance and shall continue performance hereunder as soon as Force Majeure ceases.

16. RELATIONSHIP

The relationship between parties in the performance of this *MoU* shall be on principal-to-principal basis. No provision of this *MoU* shall be deemed to constitute a partnership or joint venture between the Parties.

No provision of this *MoU* shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this *MoU*.

17. JURISDICTION

The Parties irrevocably agree that the Courts in Chandigarh shall have exclusive jurisdiction on any matter arising out of this MoU.

This MoU is valid for a period of 5 years commencing from Jan 13, 2023. Any mid-course change introduced/suggested by the Review Committee and duly approved by the appropriate authorities shall also be deemed to be valid.

Signed this MoU at Chandigarh.

For Government Medical College &
Hospital, Sector 32, Chandigarh

Jasbinder Kaur 16/01/23
.....
Dr. Jasbinder Kaur
Director Principal
Director-Principal,
Govt. Medical College & Hospital,
Chandigarh

Date: 13-01-2023
Place:

For Punjab Engineering College
(Deemed to be University) Sector-12,
Chandigarh

Baldev Setia 13.01.2023
.....
Prof. Baldev Setia
Director
Director
Punjab Engineering College
(Deemed to be University)
Chandigarh

Divya Bansal
.....
Prof. Divya Bansal
Dean Alumni, Corporate & International
Relations
Dean Alumni Corporate
& International Relations
Punjab Engineering College,
Deemed to be University
Chandigarh

Date: 13-01-2023
Place: