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MEMORANDUM OF UNDERSTANDING

BETWEEN



**SAMBALPUR UNIVERSITY,
Jyoti Vihar, Burla, Sambalpur
Odisha-768019**

AND



**CHITKARA UNIVERSITY
Chandigarh-Patiala National Highway
Rajpura, Punjab 140401**

This Memorandum of Understanding (MoU) is entered into on _____ day of month of year Two Thousand Twenty Two (2022).

This Memorandum of Understanding (MoU) sets for the terms and understanding between:

- BY and BETWEEN** : (i) Chitkara University, Punjab is Government-recognized university with the right to confer degrees as per the Sections 2(f) and 22(1) of the UGC Act, 1956, represented by its Vice Chancellor and having its office at, Chitkara University, Punjab Campus, Rajpura Punjab, hereinafter referred to as “Chitkara University, Punjab”, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.
- (ii) Sambalpur University, Jyoti Vihar, Burla Odisha is established by Govt. of Odisha. The Sambalpur University Act was passed by the Odisha Legislature on 10th December, 1966 to fulfill long cherished dream of the people of Western Odisha for establishment of a University.

1. Preamble

Chitkara University, Punjab

Chitkara University, Punjab was established under the aegis of Chitkara Educational Trust In the year 2002. Its campus is located in 30 kilometers away from Chandigarh, on the Chandigarh–Patiala National Highway. The University was established by the Punjab State Legislature under “The Chitkara University Act” in the year 2010.

Chitkara University, Punjab is recognized by Punjab government with the right to confer degrees as per the Sections 2(f) and 22(1) of the UGC Act, 1956. The sprawling campus of the University is equidistant from Chandigarh, Mohali, Panchkula, Ambala and Patiala. The University offers multi-disciplinary programs, which are designed to be industry-relevant. Chitkara University is actively engaged in Research and Innovation under Chitkara University Research and Innovation Network (CURIN).

Sambalpur University, Jyoti Vihar, Burla Odisha

Sambalpur University, Jyoti Vihar, Burla Odisha is established by Govt. of Odisha. The Sambalpur University Act was passed by the Odisha Legislature on 10th December, 1966 to fulfill long cherished dream of the people of Western Odisha for establishment of a University.

2. Areas of Common Interest

Both Chitkara University, Punjab and Sambalpur University, Jyoti Vihar, Burla Odisha are working with potentially complementary methodologies. Both the Institutes have agreed to enter into a scientific collaborative understanding on the terms and conditions enumerated in this MoU. For the purpose of this MoU, the general areas of interest common to both organisations are the following:

- (i) Sharing of expertise, domain knowledge and available facilities in selected and advanced thrust areas of electronics and computing technologies for various applications areas.
- (ii) Cooperation among working / technical groups on mutually agreed research problems related to multi-disciplinary areas / technologies.
- (iii) Promoting interaction among the faculties and research scholars of both the organizations by exchange visits and/or organizing brainstorming sessions to identify and pursue research programs in emerging thrust areas of mutual interest.
- (iv) Chitkara University, Punjab and Sambalpur University, Jyoti Vihar, Burla Odisha Joint Research and development Programs funded by outside Government and Non-Government agencies.
- (v) Joint activities in areas of mutual interest like student guidance, thesis supervision, Mentoring entrepreneurs, Technology Management and Technology Transfers.
- (vi) Primary areas of interest include: Augmented Reality and Virtual Reality, Cyber Security, Agriculture Technologies, Health Care Technologies, Cloud Computing, Internet of Things, Artificial Intelligence, Management, Bio technology etc.
- (vii) Any other areas of mutual interest.

3. Areas of Cooperation

The areas of cooperation will be defined and modified from time to time by the Coordination Committee set up for the purpose. The identified areas of cooperation along with Nodal Officers at Chitkara University, Punjab and Sambalpur University, Jyoti Vihar, Burla Odisha are as under:

Areas of Cooperation	Nodal Officer at Chitkara University, Punjab	Nodal Officer at Sambalpur University, Jyoti Vihar, Burla Odisha
All areas of electronics and information technology including <ul style="list-style-type: none"> • Augmented Reality and Virtual Reality • Cyber Security • Agriculture Technologies • Health Care Technologies • Cloud Computing • Internet of Things • Artificial Intelligence • Embedded systems • Robotics 		

Handwritten signatures and initials

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Vice Chancellor, Chitkara University, Punjab or his nominee shall be the Coordinator from Chitkara University for each identified area of cooperation. Vice Chancellor, Chitkara University may nominate more than one Coordinator.

Vice Chancellor of Sambalpur University, Jyoti Vihar, Burla Odisha or his nominee shall be the Coordinator from Sambalpur University, Jyoti Vihar, Burla Odisha for each identified area of cooperation. Vice Chancellor, Sambalpur University, Jyoti Vihar, Burla Odisha may nominate more than one Coordinator.

4. Scope of Chitkara University - Sambalpur University, Jyoti Vihar, Burla Odisha collaborative research program

- (i) Chitkara University, Punjab would accept faculty members from Sambalpur University, Jyoti Vihar, Burla Odisha for its M.Tech, Ph.D. program, or other programs as per Chitkara University, Punjab guidelines.
- (ii) All the above mentioned degree programs would be under strict compliance with the requirements set by Chitkara University, Punjab for specific academic programs. The research scholars would be required to complete all the mandatory academic procedures, including eligibility requirements, applicable fees and minimum residency requirements for completion of a degree as per the UGC/University guidelines.
- (iii) The faculty members of Sambalpur University, Jyoti Vihar, Burla Odisha and Chitkara University, Punjab will be identified as Guides or co-guides or external experts, etc. for various academic activities, depending on the competence and expertise available for a particular research topic. This will be mutually decided by both the organisations.
- (iv) The Chitkara University, Punjab and Sambalpur University, Jyoti Vihar, Burla Odisha will explore collaborative research program in the identified areas.

5. Coordination Committee

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

- a) Vice Chancellor, Chitkara University, Punjab or his nominee(s)
- b) Vice Chancellor, Sambalpur University, Jyoti Vihar, Burla Odisha or his nominee
- c) Coordinators from Chitkara University, Punjab and Sambalpur University, Jyoti Vihar, Burla Odisha

The Coordination Committee shall:

- (i) Review the progress of the identified programs (at least twice in a year).
- (ii) Consider the new R&D proposals for joint collaboration and implementation on case to case basis including IPR and financial arrangements.
- (iii) Consider the addition/deletion of areas of cooperation between the two Institutes during reviews.
- (iv) Consider the continuance of the MoU.

6. Protection of IPR

In broad terms, the IPR issues will be based on the following principles:

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- (i) All research results and foreground information as well as foreground intellectual property rights, generated during the joint research work, whether or not legally projected, shall be owned jointly by Chitkara University, Punjab and Sambalpur University, Jyoti Vihar, Burla Odisha, and therefore, all resultant derivatives (like publications, patents, etc.) shall be jointly authored / owned.
 - (ii) Chitkara University, Punjab and Sambalpur University, Jyoti Vihar, Burla Odisha shall consult each other before publishing any research results and foreground information generated during the joint research to ensure that no proprietary information is released and that foreground intellectual property rights are not jeopardized. Post consultation, any such publication proposal, shall be deemed approved in the event, there is no objection from the party seeking to oppose within a period of thirty (30) days of receipt of a content(s) of such a publication, both parties agree to suitably modify/ amend the content thereof in order to avoid disclosure of confidential information or patentable material. In any case, any party may delay publication till a period of ninety (90) days or the filing of a provisional application which ever earlier. Chitkara University, Punjab and Sambalpur University, Jyoti Vihar, Burla Odisha shall confer and consult each other regarding preparing, filing prosecuting, maintaining of Intellectual Property Rights applications including patent applications covering research results and foreground information generated during the joint work.
 - (iii) Chitkara University, Punjab and Sambalpur University, Jyoti Vihar, Burla Odisha shall not disclose any research result and foreground information, generated during the joint research, to any third party without seeking prior written permission from each other. Any scientific information exchanged / shared between the parties for joint research / supervision will not be transferred to any third party without consent of the other party.

7. Terms of Collaboration

- (i) Chitkara University, Punjab and Sambalpur University, Jyoti Vihar, Burla Odisha agree to enter into scientific project agreements on case-to-case basis with pre-defined objectives, scope of work and mutual obligations, terms & conditions, financial arrangements. Liabilities, Intellectual Property Rights and similar contractual obligations.
- (ii) In so far as any dealings for joint project/ funding from third party is concerned, this MoU will be valid only when a letter from both parties is enclosed specifically expressing concurrence and an officer identified by name representing respective Institutes and responsible for the specified project.
- (iii) In case, either party secures any consultancy project by projecting this MoU, or its derivative, a liability is created immediately in respect of royalty/ premium due to either party. Either party shall concur with the liability. The exact amount of liability will be arrived at after mutual consent by both the parties based on DST/DSIR/MeitY etc. guidelines.
- (iv) In case either party decides to permit use of its equipment, facilities, manpower to the other for executing a project, the scope of such a project, cost estimates of the project, modalities of payment and all other related aspects would be worked out jointly by Chitkara University, Punjab and Sambalpur University, Jyoti Vihar, Burla Odisha through separate proposals/agreements as per DST/DSIR/MeitY etc. guidelines.
- (v) The papers emerging from mutually agreed collaborative projects will be published jointly.

8. Disclaimer

This MoU is not intended by the Chitkara University, Punjab and Sambalpur University, Jyoti Vihar, Burla Odisha to constitute, create, give effect to, or otherwise recognize a joint venture, agency, partnership or formal business organisation of any kind. Each party hereto shall act as an independent entity and neither shall act as an agent of either organisation for other purposes. Neither party has the authority to bind the other party.

9. Non-exclusive

The agreement reflected by the provisions of this MoU is non-exclusive in nature and both the parties can enter into cooperative arrangements with other parties to suit their organisational needs.

10. Confidentiality

The parties understand that in the course of their association, they shall have access to confidential information provided by the other party. Accordingly, the parties agree to execute separate Non-Disclosure Agreements, as and when required, before disclosure of any such confidential information. Parties agree that such information shall be maintained in the strictest confidence and trust, except such information which, by its nature, is not confidential or which is in the public domain or which the party comes to know about other than through violation of any law or legal obligation, provided that such party may be entitled to disclose such information if legally required to be disclosed to a Competent Authority. Failure to maintain confidentiality shall entitle the affected party to take available legal recourse and terminate the MoU.

11. Period of Validity

The MoU would be valid for a period of Three (03) years from the date of signing by the parties. At the end of validity period of the MoU, a fresh MoU with similar/modified terms may be considered for signing.

12. Reviews

The MoU shall be reviewed periodically by both the parties and additions/deletions can be done with mutual consent.

13. Termination

The MoU can be terminated by either party after giving one month's notice to the other party subject to fulfilment of commitments already agreed upon.

14. Either party shall keep other party, its affiliates, officers, directors, employees, representatives indemnified and harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to, reasonable fees of attorneys) arising out of any claim, suit, action or proceeding for any act(s) and/or omission(s) of such party.

15. In no event will Sambalpur University, Jyoti Vihar, Burla Odisha or Chitkara University, Punjab be liable to each other for any incidental, consequential, special and exemplary, direct or indirect damages or lost profits, lost revenues, or loss of business arising out of the subject

matter of this MoU, regardless of the cause of action, if such loss etc. is unintentional and beyond reasonable control.

- 16. The MoU constitutes the understanding between the parties here to, except as otherwise provided herein, no addition, amendment or modification of this MoU shall be effective unless it is in writing and signed by both parties by their respective authorized signatories.
- 17. Any disputes arising out of this MoU will be settled by mutual negotiations between the parties. If the dispute is not settled amicably, then it shall be referred to an arbitrator mutually appointed by both the parties. The arbitration proceeding shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996 and the rules, regulations, amendments thereof. The venue of the arbitration shall be Chandigarh. Courts in Chandigarh only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the ambit of Arbitration.

In witness whereof, the undersigned, duly authorized, have signed this Memorandum of Understanding at Chandigarh on It has been executed in two originals. One is to be retained by Chitkara University, Punjab and the other by Sambalpur University, Jyoti Vihar, Burla Odisha


Archana

(Dr. Archana Mantri)
Vice Chancellor

Chitkara University, Punjab
Chandigarh, Patiala, NH, Rajpura
VICE CHANCELLOR
Chitkara University, Punjab
Chandigarh-Patiala National Highway

Date : Rajpura (Punjab) 140401-India

Witness

1. 
Surya Narayan Panda
Director (Research)
Chitkara University Punjab

(S.N. Panda)

Sanjiv
25/04/22

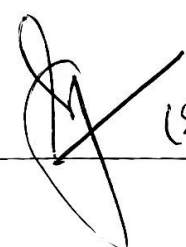
(Dr. Sanjiv Mittal)
Vice Chancellor
Sambalpur University

Jyoti Vihar
Burla Odisha,
Vice-Chancellor

Sambalpur University
Jyoti Vihar, Sambalpur

Date :

Witness

1. 
(Sanjiv Mittal)