

## MEMORANDUM OF UNDERSTANDING

## PANJAB UNIVERSITY, CHANDIGARH AND THE UNIVERSITY OF CUMBRIA, UK



PREAMBLE: This Memorandum of Understanding (MoU) is made on this day

19-02-2025 between (A) Panjab University, Chandigarh, India and (B) The

University of Cumbria, Carlisle, United Kingdom, hereinafter referred to as "the parties".

The 'parties' share mutual interests in academia and research. In order to facilitate future institutional cooperation in common areas of interest, "the parties" hereto wish to enter into this Memorandum of Understanding (MOU) to outline the principal requirements of "the two institutions- Panjab University (PU) and The University of Cumbria (UoC)" to provide a comprehensive framework for mutual exchange of research and academic opportunities between "the parties".

- 1. Scope of the MoU: Both the parties, i.e. Panjab University (PU) and The University of Cumbria (UoC) believe that the intellectual and scholarly exchange of ideas and technology through collaborative research, exchange programmes, and other forms of academic and professional interactions will benefit both the parties. The two parties foresee the advantages of developing an effective academic association to strengthen teaching and research that have the potential to serve society. Therefore, the parties agree in principle to establish academic and professional cooperation for promoting a mutually beneficial culture of academic, professional and personal exchange. The scope of partnership on academic and research related activities under this MoU may include, but is not limited to, facilitating the exchange of faculty/staff/scientists /researchers/students for academic and research purposes.
- 2. Objectives of the MoU: The key goals/objectives of this MoU are to:
  - a) Foster cooperation for research and academic activities.



- b) Undertake collaborative research, training, lectures, workshops, seminars, symposia, field-work, consultancy and knowledge dissemination.
- c) Sharing of information and labs/infrastructure for joint research/academic activities.
- d) Facilitate exchange of faculty/staff/scientists/researchers/undergraduate and postgraduate students for internships, dissertations, training, skill enhancement, faculty development programmes.
- e) Identify short-term academic programs, public engagement and projects beneficial to both the parties.
- f) All other relevant activities of mutual interest
- 3. Except for this paragraph 3 and paragraphs 4 to 10 (inclusive) (the "binding sections") which shall be legally binding on the Parties, this MoU is not legally binding and the Parties acknowledge that this MoU does not place them under any obligation to enter into any subsequent agreement or arrangement. This MoU is designed to assist and inform the Parties' on-going discussions and, other than the binding sections, neither Party wishes for this MoU to give rise to any binding commitment or legal obligation. For the avoidance of doubt, nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either Party to make or enter into any commitments for or on behalf of the other Party.
- 4. Financial terms & Conditions: This paragraph is legally binding. This MoU, in any way, is not meant to be and is not to be construed as obligatory for either 'Parties' in terms of financial or any other way.
  - a) By signing this MoU, "the parties" agree to have mutually beneficial collaborative activities. Hence, there is no financial liability imposed on PU and UoC whatsoever, and both parties are, hereby, indemnified against any such claims.
  - b) In accordance with good practice, where the Parties agree to undertake a specific activity, the Parties agree to enter into a separate written agreement for that specific activity which will include all material, legal, administrative and financial terms including funding and the responsibilities and obligations which are to be undertaken by each Party on mutually agreed and signed by the Parties prior to commencement of the specific activity.



- Effective Date and Duration of MoU: This paragraph is legally binding. The duration of MoU is for five years.
  - a) The MoU will become effective from the first date after this MoU is signed by both "the parties". The MoU will be effective for a period of five (05) years from the date of its signing unless sooner terminated or modified by mutual written agreement between the parties.
  - b) Each party may terminate this MoU without liability to the other by giving six months' notice in writing to the other party.
  - c) The two institutions may also agree to extend it for a further five-year period through mutual written consent before the expiration of this MOU.
- 6. Intellectual Property Rights (IPR): This paragraph is legally binding.
  - a) All existing Intellectual Property Rights (IPR) related to publications, patents, royalty, ownership of product developed or owned by or licensed to either Party shall remain the property of such Party only.
  - b) The work produced through the joint efforts of the parties under the scope of this MoU will be jointly owned. The disclosure, if any, of any such results to parties outside this MoU will only be done with the separate agreement of both the parties.
  - c) Both the parties, hereby, agree that the intellectual property generated under this MoU will be jointly owned.
  - d) Research findings covered under this MoU shall be published upon mutual agreement between the parties. The publication(s) may be joint or separate as determined in each specific case, except for the annual reports (if any).
- 7. Confidentiality: This paragraph is legally binding for the duration of this MoU and for a period of two years after termination of this MoU. The parties agree to keep confidential at all times any information or data that may be exchanged, acquired, disclosed, or shared in connection with any activity conducted pursuant to this MoU unless such information is already in the public domain, or is required to be disclosed by any applicable law or regulations (which, in the case, of the University of Cumbria, shall include under the Freedom of Information Act 2000), or where the extent of such disclosure is authorised in writing by the other. The parties will hold any and all



confidential information received pursuant to the MOU in confidence, and not disclose such information to third parties without the written consent of the other Party.

- 8. Governing Law, Jurisdiction and Dispute Resolution: The paragraph is legally binding. The parties shall resolve any differences/dispute/matter/issue arising from any activities under any provision of the MoU amicably through mutual consultations and negotiations. If the matter/dispute cannot be resolved informally, the same shall be subject to the non-exclusive jurisdiction of court in Chandigarh, and considered in accordance the law of England and Wales.
- 9. Variation/Revision/Modification & Amendment (if need be in future): This paragraph is legally binding. The two institutions may extend the duration of MoU it for a further five-year period through mutual consent, in writing and signed by both Parties, before the expiration of this MOU. Any revisions/modifications in the MoU shall be done through mutually agreed written amendments duly approved and signed by the competent authority of both the parties.
- 10. Third Party Rights: This paragraph is legally binding Unless it is expressly agreed otherwise by the Parties, this MoU does not give rise to any right for a third party to enforce any of its terms.
- 11. Implementation and Nodal Coordinator(s): In order to fulfil the aims of this MoU, each Party will appoint a coordinator responsible for managing the development and conduct of any activities upon which the Parties agree.

## **Nodal Coordinators:**

• Panjab University (PU) Chandigarh

Chairperson, Department of Geography e-mail: geogdept@pu.ac.in contact: 0172-2534259

University of Cumbria (UoC)

Richard Johnson, Institute of Science and Environment e-mail: Richard.johnson@cumbria.ac.uk contact: 00 44 (0) 1228 279240

Registrar Paniab University Chandigath

## IN WITNESS WHEREOF this MoU is executed as follows:

For and on the behalf of Panjab Unive	ersity, Chandigarh
Signed:	Registrar
Name:	Panjab Univer
Designation:	Chandigarh
Dated:	
For and on the behalf of The Universit	y of Cumbria, UK
Signed:	
Name: TROF JULIE MENN	DELL
Designation: VICE CHANCELLO	on
Dated: 19/02/25	