

Memorandum of Understanding (MoU)

M/s. GUNI Additive Manufacturing Foundation

&

Panjab University, Chandigarh

This Memorandum of Understanding (MoU) is effective as of 27th May 2025 (Effective Date) to establish an affiliation by and between

M/s. GUNI ADDITIVE MANUFACTURING FOUNDATION (hereinafter referred to as GUNI-AMF). GUNI-AMF, a company established under Section 8(1) of the Companies Act, 2013 (a 100% subsidiary of Ganpat University), has its registered office at Ganpat University, Ganpat, Vidhyanagar, Kherva, Mahesana - 384012, Gujarat. GUNI-AMF is represented by its Director, Dr. Mahendra Sharma (which expression shall include its successors and assignees).

and

PANJAB UNIVERSITY, CHANDIGARH (hereinafter referred to as PU), a leading educational institution in sciences, engineering, humanities and sports established in 1882, having its office at Sector-14, Chandigarh (UT), India, hereinafter referred to as PU which expression shall mean and include its successors in interest and assigns and represented by its representatives

1. PREAMBLE

GUNI-AMF is committed to academic excellence and innovation in the realm of Additive Manufacturing. The **National Additive Manufacturing Center West (NAMCW)**, an initiative of the **Ministry of Electronics & Information Technology (MeitY)**, the Government of India, as a part of its national mission "National Strategy for Additive Manufacturing", is an arm of GUNI-AMF. GUNI-AMF, with its distinguished team of faculties, state-of-the-art infrastructure, and a dynamic student community, is well-poised to contribute significantly to the advancements in the Additive Manufacturing field.

Ganpat University (GUNI) is a state-private multidisciplinary and not-for-profit university in Gujarat, India. It is established by the state legislature of the Government of Gujarat through the enactment of Act No.19 of 2005 and notified vide notification No. GH/SH/6/GUA/3005/1194/KH-1 dated April 11, 2005. GUNI is accredited with an "A Grade" by the National Accreditation and Assessment Council (NAAC). The University has also been included in the list of universities maintained by UGC under Section 2(f) of the University Grants Commission (UGC) Act, 1956. The University is a permanent member of the Association of Indian Universities (AIU). The University offers diplomas, undergraduate, postgraduate and research programs in various academic disciplines such as engineering and technology, pharmacy, management,

computer applications, sciences, architecture design and planning, social science and humanities, maritime studies, nursing, and agriculture through its constituent colleges. The University is purely a philanthropic initiative and committed to its mission of 'Social Upliftment through Education'. The University is governed by its Act and the rules/regulations/statutes approved by its Board of Governors. •

Panjab University (PU) has 78 teaching and research departments, 15 Centers/Chairs for teaching and research at the main campus located at Chandigarh, and 188 affiliated colleges, regional centres, and constituent colleges spread over Punjab. PU has set quality standards in education and research. The highly qualified faculty and dedicated staff are the backbone of the University. Well-equipped laboratories, state-of-the-art computer facilities, and independent Internet connectivity provide ample scope for students to learn round the clock at departments like UIET, DCSA, UIPS, Physics, Chemistry, IFSC, SAIF-CIL, Psychology, UIEASS, etc., and provide practical industrial exposure to the students. PU has good liaisons with industry, research organizations, and renowned institutes.

For further impetus to such interdisciplinary areas, collaborative activities need to be encouraged and initiated. Such partnership will help improve the content and output of ongoing research, enhance the potential of existing human resources, generate skilled manpower, and provide wider exposure to both entities' students, faculty, and personnel. This MoU will facilitate mutual cooperation and help conduct meaningful skill development, research, and consultancy to strengthen academia-industrial collaboration.

2. OBJECTIVES

The primary objective of this MoU is to foster collaboration between GUNI-AMF and PU for the development and enhancement of research platform, product development, consultancy, and skills among students, faculties, industry professionals, researchers, and other stakeholders in the area of Additive Manufacturing but not limited to it. Both parties will support each other in collaborative research endeavours and participate in each other's seminars, conferences, webinars, internships, exchange programs or workshops related to mutual areas of interest.

3. AREAS OF COLLABORATIONS

Here, both **GUNI-AMF** and **PU** mutually agree on the collaboration of mutual interest in the following areas:

- i. Facilitating/jointly organizing training programs, awareness programs, internships, project work guidance, apprenticeships, conferences, webinars, exchange programs and industry-oriented training programs for students and faculty members, industry professionals, government officers, etc., on mutual areas of interest, including designing and additive manufacturing.
- ii. Joint research and development projects related to mutual areas of interest include designing and additive manufacturing.

- iii. Joint consultancy and product development work.
- iv. Curriculum development and extending support for skill-based courses.
- v. Exchange of faculty, experts, and resources for knowledge enhancement activities.
- vi. Undertaking third-party assessment/certification/validation services.

GUNI-AMF and PU agree that detailed terms and conditions that guide each activity identified above will be determined separately and agreed upon by both parties. These terms shall include a technical description of the proposed activity, financial arrangements, and person(s) responsible for its implementation.

4. COORDINATION

Each party shall appoint one member to coordinate the program on its behalf. Further, a joint coordination committee consisting of a program coordinator and other equal members from both sides will be framed. This joint coordination committee will periodically review and identify ways to strengthen cooperation.

5. CONFIDENTIALITY

During the tenure of the MoU and thereafter, both parties undertake on their behalf and on behalf of their contractors/subcontractors/employees/representatives/collaborators/associates/affiliated and subsidiaries companies to maintain strict confidentiality and prevent disclosure thereof of all the information and data exchanged/generated pertaining to work under this MoU for any purposes other than in accordance with this MoU. The parties agree and confirm that, to ensure confidentiality, a separate non-disclosure agreement will be signed between the parties.

6. INTELLECTUAL PROPERTY RIGHTS

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during this MOU shall be vested in both parties to this Memorandum. Both parties shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both parties shall make joint applications for the registration. Before any registration or commercialization of any intellectual property takes place, both parties will sign separate agreements covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with written mutual consent. However, any party shall be free to use the results arising from the collaborating activities for its own internal teaching/training, research, educational, clinical, and publication purposes without paying royalties or other fees to the other party.


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Panjab University
Chandigarh



7. FINANCIAL TERMS

There shall not be any direct financial obligation on either institution unless specifically agreed to. The financial requirements of individual institutions for joint project proposals will be separately mentioned in joint projects while submitting to funding agencies. Before the start of any activity, financial terms with a detailed revenue model pertaining to that particular activity will be decided in advance after the successful execution of this MoU. Any revenue accruing from any joint activity during this MOU shall be shared equally between both parties to this Memorandum.

8. EXCLUSIVITY

- i. **Strategic Collaboration Commitment:** During the term of this MoU, both GUNI-AMF and PU agree to collaborate exclusively with each other in the mutually agreed domain of Additive Manufacturing (AM), as outlined in Section 3, within the scope of NAMCW unless otherwise agreed to in writing by both parties.
- ii. **Non-Circumvention and Exclusivity of Programs:** Neither party shall enter into a similar MoU or Agreement with another institution or third party for organizing activities that directly overlap in content, audience, or scope with those described in this MoU without obtaining prior written consent from the other party. This includes, but is not limited to:
 - Joint training programs
 - AM curriculum development
 - Certification programs
 - Research commercialization
 - Technology incubation in Additive Manufacturing
- iii. **Mutual Notification Obligation:** If either party is approached by or intends to enter into a related engagement with a third party that may affect the scope of this MoU, prior written permission shall be served to the other party, seeking no-objection or mutual agreement.
- iv. **Limitations and Carve-outs:** This exclusivity clause does not restrict either party from:
 - Participating in national/international conferences or public forums.
 - Undertaking general academic or research engagements unrelated to Additive Manufacturing or do not overlap in scope.
 - Fulfilling prior commitments established before the signing of this MoU, subject to disclosure.
- v. **Breach of Exclusivity:** Any breach of this clause will be considered a material breach of this MoU and may be grounds for immediate review and potential termination of the MoU as per Section 9. Both parties agree to resolve such breaches amicably through mutual dialogue and consultation.

- vi. **Exclusivity Period:** The exclusivity commitment shall be co-terminus with the validity of the MoU (i.e., 5 years) and may be reviewed and redefined at the time of renewal.

9. USE OF DESIGNATION

PU acknowledges that the 'National Centre' designation is specific to GUNI-AMF as recognized by MeitY. PU shall not represent or refer to itself as a National Centre for Additive Manufacturing under this MoU. However, PU shall be designated as a Knowledge Partner to GUNI-AMF for NCAME as per this MoU.

10. VALIDITY

The MoU shall remain in force for FIVE years commencing from the effective date. After the MoU expires, both parties may extend the term of the MoU by written Agreement signed by both parties with mutual consent.

11. TERMINATION

Either of the parties may terminate the MoU by giving written notice six months in advance to the other party. Once terminated, neither **GUNI-AMF**, Gujarat, India, nor PU, Chandigarh, will be responsible for any financial or otherwise losses that any party may suffer. However, both parties will ensure that the provisions of this MoU shall continue to apply to all activities in progress until their completion.

12. AMENDMENTS / MODIFICATIONS

This MoU may be amended or modified by a written agreement signed by the representatives of both parties.

13. ADHERENCE TO LAWS

Participating faculties, staff, and students involved in any activities under this MoU must adhere to the law of India and its rules and regulations.

14. CONTINUITY BEYOND INDIVIDUALS

The obligations under this MoU are institutional. Changes in personnel, individual behavior, or administrative shifts in either organization shall not affect the continuation or validity of this MoU.

15. LEGAL EFFECT

Nothing in this MoU shall be construed as creating any legal relationship between the parties. This MoU is a statement of intent to foster genuine and mutually beneficial collaboration.

16. ALTERNATIVE DISPUTE RESOLUTION

The Parties agree that in the event of any dispute, controversy, or claim arising out of or in relation to this MoU, including any question regarding its existence, validity, interpretation, or termination, they shall first attempt to resolve the dispute through mutual consultation and good faith negotiations within a period of thirty (30) days from the date such dispute arises.

If the dispute remains unresolved, it shall be referred to mediation under the provisions of the Mediation Act, 2023.

If the Parties are still unable to resolve the matter through mediation, the dispute shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties, and in the absence of agreement, in accordance with the said Act. The language of arbitration shall be English. The seat and venue of arbitration shall be determined by mutual consent of both parties, with the options being either Mehsana, Gujarat, or the Punjab and Haryana High Court at Chandigarh.

17. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with the laws of India. Subject to the provisions of Clause 16 above, the courts at Mehsana, Gujarat or Punjab and Haryana High Court at Chandigarh, to be decided by mutual consent of both parties, shall have exclusive jurisdiction over any disputes arising from or in connection with this MoU.

18. AUTHORIZATION FOR USE:

Both parties agree that both parties hereby grant the other party the non-exclusive right to use their logo solely for the purposes outlined within this MoU.


Registrar
Panjab University
Chandigarh





19. COMMUNICATIONS BETWEEN THE PARTIES

The Parties will each appoint a liaison representative, who will take charge of all interactions between the two parties. As of the signing date of this MoU, the appointment of the two liaison representatives is as follows:

Representative of Panjab University: Professor Prashant Jindal

Coordinator, Centre for Skill Development &
Entrepreneurship (CSDE)

Professor, University Institute of Engineering and Technology
(UIET)

Panjab University, Chandigarh

Email: jindalp@pu.ac.in

Representative of GUNI-AMF:

Dr. Achyut Trivedi

Chairperson and CI

GUNI- National Additive Manufacturing Centre West

Ganpat University, Gujarat

Email: avt01@ganpatuniversity.ac.in

Both the parties hereto set their hands and signed the MoU on the day, month and year mentioned above.

Yr 22/1/25
Registrar
Panjab University
Chandigarh



For and on behalf of GUNI-AMF

Ganpat Vidyanagar, Mehsana - 384012, Gujarat,
India.

Signature:

Name: **Dr. Giritish Patel**

Designation: **Director, GUNI-AMF**

Date:

Office Stamp

For and on behalf of PU

Sector-14, Chandigarh - 160014
India

Signature:

Name: Prof. Y.P. Verma

Designation: Registrar, PU, Chandigarh

Date:

Office Stamp

**Registrar
Panjab University
Chandigarh**

IN THE PRESENCE OF WITNESSES

Signature:

Name: **Dr. Achyut Trivedi**

Designation: **Chairperson, NAMCW**

Date:

Signature:

Name: **Prof. K.P. Patel**

Designation: **Jt. Director, GUNI-AMF**

Date:

Signature:

Name: Prof. Meenakshi Goyal

Designation: Director, Research & Development
Cell, PU, Chandigarh

Date:

Signature:

Name: Prof. Prashant Jindal

Designation: Coordinator, CSDE

Date: