



MEMORANDUM OF UNDERSTANDING

(hereinafter referred to as "MOU")

by and between

SARDAR PATEL UNIVERSITY, MANDI

And

PANJAB UNIVERSITY, CHANDIGARH

1. Sardar Patel University located in Mandi (H.P) (hereinafter referred to as "SPU") and Panjab University, Chandigarh, located Sector 14, Chandigarh, 160014 (hereinafter referred to as "PU"), desiring to promote cooperation in the fields of education and academic research, agree to the following:
 - 1.1 to encourage exchanges and visits in the following categories: Post graduate and Ph.D students in the field of Physical Sciences, Biological Sciences, Management and IT, and junior and senior faculty members.
 - 1.2 to exchange information and materials in those fields which are of interest to both Parties.
 - 1.3 to organize joint conferences and academic programs.
 - 1.4 to arrange joint research activities and publications.
2. Implementation and administration of said activities will be jointly discussed and agreed on in advance. Both Parties shall provide necessary support to facilitate such activities.
3. This MOU will be in effect from the date of signature for a period of 5 years (hereinafter referred to as "**Term**") which may be renewed by the Parties subject to mutual agreement. Either Party may terminate this MOU upon giving a six months' advance notice in writing to the other Party.
4. This MOU is not binding on financial commitments, nor does it carry any binding commitment in terms of a minimum guarantee of a given number of exchange faculty/students/research/resources being exchanged during the term of this MOU. All financial arrangements shall have to be negotiated, in writing, on a case-to-case basis (each such case individually referred to as a "**Project**") and are subject to the availability of funds.
5. The students and/or faculty members from each of the Parties respectively will be joint and principal author(s) for publications arising out of this research work followed by major advisor, co-guide/co-major/additional member, depending on the mutual consent of both Parties.
6. *Notwithstanding the above, any works resulting from the joint participation of both Parties in the framework of the present MOU, such as publications or audiovisual works, may be used by both Parties for purposes related to education, academic scope and social and cultural promotion, only subject to a previous written agreement of both Parties. The rights in any intellectual property created in collaboration between the Parties for the execution of this MOU shall stand vested jointly in the Parties and respective contributors who have created them.*
7. Each Party acknowledges and agrees that any and all information disclosed relating to the business and operations, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form, including, but not limited to, all sales and operating information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and

the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright, provided it is marked as 'Confidential' at the time of disclosure to show its confidential nature. Such information shall not be disclosed to any other party or institution, whatsoever, without the prior written consent of the disclosing Party. Further, the Parties shall comply with the applicable data privacy and data protection laws as applicable including, but not limited to, Information Technology Act, 2000, Data Privacy Rules, 2011, as well as local applicable laws such as General Data Protection Regulation (hereinafter referred to as "GDPR") in dealing with such data or information.

8. The Parties agree out of their free will and volition that the exchange programmes shall be on the basis of this MOU and/or additional terms & conditions directly executed between the each Party and the respective faculty members and/or students (in their personal capacity), which shall be independent of the relationship between the Parties in terms of this MOU, without any recourse or financial obligations and legal liability being cast upon the home University (as defined hereafter) whatsoever, illustratively including, but not limited to, *inter alia* grounds of: (a) non-payment/short-payment or delayed payment of fee; (b) plagiarism and infringement of third-party intellectual property rights; (c) non-fulfilment of academic standards; (c) sexual harassment and/or disciplinary matters on account of violation of host University's (as defined hereafter) rules and regulations, regulatory framework and applicable laws; (d) defamation and/or violation of privacy and moral rights/statutory compliances; (e) any loss or damage to premises, infrastructure, assets and property of host University or otherwise.

For the avoidance of doubts, the term "**home University**" shall mean the University at which a given student intends to graduate with either a full-time undergraduate degree, postgraduate degree or a doctoral degree (i.e. Ph.D.). As a corollary to the foregoing, the term "**host University**" shall mean University that has agreed to receive students from the home University.

9. Each Party shall, at its own expense, defend, indemnify, and hold the other Party harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "**Damages**") arising out of or related to any third party suits or claims brought against the indemnified Party only in cases: (i) arising out of or related to the indemnifying Party's violation of any applicable laws, Regulatory Framework¹ (as defined hereinbelow), intellectual property laws, Confidentiality clause, gross negligence, or wilful misconduct, violation of data privacy laws, plagiarism and/or infringement of any third-party content; or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by the indemnifying Party or any of its Affiliates, participants, officers, directors, and employees (iii). There shall be no financial liability on Panjab University Chandigarh and Sardar Patel University Mandi.

For the sake of clarity, the term "**Affiliates**" shall mean all entities controlling, controlled by or under common control with a Party/University. The term "**Control**" shall mean the ability to vote fifty percent (50%) or more of the voting securities of any entity or otherwise having the ability to influence and direct the policies and direction of an entity.



10. Notwithstanding the provisions of this MOU, there is no binding commitment on part of PU that its faculty members and/or students would necessarily undertake any research in quantitative and

¹ The term "Regulatory Framework" shall mean and include rules, regulations, byelaws, circulations, notifications and guidelines issued by the University Grants Commission (hereinafter referred to as "UGC"), All India Council of Technical Education (hereinafter referred to as "AICTE"), Association of Indian Universities (hereinafter referred to as "AIU"), Medical Council of India (hereinafter referred to as "MCI"), Indian Nursing Council (hereinafter referred to as "INC"), Pharmacy Council of India (hereinafter referred to as "PCI"), Bar Council of India (hereinafter referred to as "BCI"), Council of Architecture (hereinafter referred to as "COA") and other competent regulatory authorities and governing professional bodies.

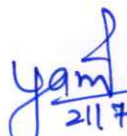

qualitative parameters as an outcome of the non-monetary academic collaboration in terms of this MOU.

11. This MOU forms an essential part of the Collaboration MOU signed between the Parties on 21.07.2025. In case of any conflict between the terms of the two agreements, the terms of the Collaboration MOU shall prevail and have an overriding effect.
12. This MOU is made in English in two copies, with a copy for each Party.

Sardar Patel University

Signature -  
Name - Dr. Sangeet Kumar
Designation - Dean (P&D)
Date: 21/7/25

Panjab University

Signature -  
Name - Prof. Yajvender Pal
Designation - Registrar
Date: 21.7.25

In Witness:-

