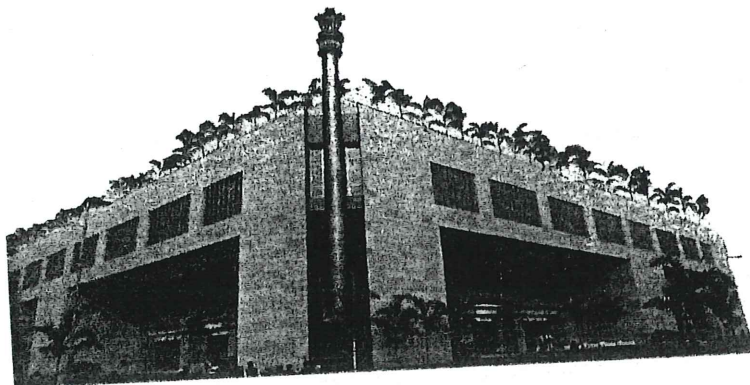


Memorandum of Understanding

Between



Dr. Ambedkar International Centre

Ministry of Social Justice and Empowerment
Government of India, New Delhi-110001

And



Central University of Himachal Pradesh
Kangra, Shahpur, Himachal Pradesh 176206

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MoU") is entered at Dr. Ambedkar International Centre, Ministry of Social Justice and Empowerment, New Delhi-110001.

on ___ - ___ - 2018

Between

Dr. Ambedkar International Centre, Ministry of Social Justice and Empowerment, 15 Janpath, New Delhi, including its successors, assignees and legal representatives (hereafter to be known as the First party).

And

Central University of Himachal Pradesh Kangra, Shahpur, Himachal Pradesh 176206 including its successors, assignees and legal representatives (hereafter to be known as the Second Party).

BACKGROUND OF PARTIES

Genesis

The Prime Minister, in his address to the nation on August 15, 2007, announced the establishment of a Central University in each of the states that did not have a central university so far. Subsequently, 11th Plan provided for the establishment of 16 new Central Universities. Accordingly, the Central Universities Act 2009 (No. 25 of 2009) which received Presidential assent on 20th March 2009 provided for the establishment of Central University of Himachal Pradesh amongst others.

Establishment

The Central University of Himachal Pradesh is established under the Central Universities Act 2009 (No. 25 of 2009) enacted by the Parliament. The University is funded and regulated by the University Grants Commission (UGC). The University became functional with the assumption of charge by the first Vice Chancellor on 20th January 2010.

Dr. Ambedkar International Centre (DAIC)

Dr. Ambedkar International Centre (DAIC) at 15 Janpath, New Delhi was inaugurated by the Hon'ble Prime Minister of India on 7th December 2017. It was envisaged that this Centre would be a Centre of Excellence for study, research, analysis and policy feed and advocacy in various fields of Social sector. It will work on reducing discrimination and exclusion, and monitor progress towards more inclusive societies. The Centre will also conduct training programmes for officers and entrepreneurs.

The main focus of the Centre will be to reduce Socio-political and Economic inequalities. Research in socio-economic field will be conducted by the scholars from select universities both in India and abroad to reduce discrimination and exclusion, monitor progress towards inclusion, design and conduct training programmes for creating entrepreneurship skills, and

part in house attachment for refresher programmes for officers, students, researchers, teachers and entrepreneurs. To meet the objectives of qualitative research, DAIC will focus on research works on Dr. Ambedkar and his Vision of Developed India, Transformational and Developmental Aspects of Buddhism, Policy Feed and Policy Advocacy and Sustainable Development and Livelihood through various activities in its schools. These researches will not only be used to support industry and business houses but also to back all branches related to social sciences aiming to uplift the life of people. DAIC will have its own infrastructure and divisions for achieving its aims and objectives.

2. PURPOSE

The Parties recognize the benefits to be derived from increased collaboration, cooperation and interaction for the further promotion and understanding of high performance in research training, capacity building and organizing various programmes including conferences, seminars, symposia and lecture series. The purpose of this MOU is to define the areas for fundamental, applied academic research in which both the Parties desire to work together in future for their mutual benefit to foster a collaborative framework between DAIC and DU in the Field with a view to benefiting from each other's initiatives and working procedures and to support collaboration among the researchers associated with both the Parties.

3. SCOPE

This MOU sets forth the intentions of the Parties for increased collaboration, cooperation and interaction and does not create any legally bound commitments. If the Parties later agree to undertake specific joint projects with legally bound obligations, they will develop separate written agreements for such projects, setting out each Party's contributions, deliverables.

4. THE PARTIES INTEND TO:

- I. Strengthen the ties between DAIC and academia to make collaborative efforts in the fields of research and training.
- II. Make joint efforts for creating a knowledge bank which may be used to facilitate scholars, researchers and policy makers and to co-supervising post-graduate (if required) and research students.
- III. Offer exchange of faculty to the mutual benefit of both institutions.
- IV. Exchange academic materials and publications.
- V. Conduct lecture programmes, seminars, symposiums, and other types of academic discussions and undertake joint research attachment of staff for purposes of curriculum development and review, attendance of courses, upgrading of teaching and research skills.
- VI. Conducting study tours and joint consultancy work.
- VII. Prepare ground for induction of technological knowhow of the industry and administration in academia for better research and policy feeds.
- VIII. Prepare a common ground for the industries, institutions, universities, organizations, ministries, research centers and agencies for sponsoring/awarding

- projects to DAIC and DU for activities related to academic and policy research and policy advocacy and capacity building for start-ups and entrepreneurships.
- IX. Both DAIC and DU will be having rights on intellectual property and knowledge products created through collaborative efforts.
- X. Provide free of cost mutual access to facilities available at their campus for purpose of fundamental academic research.
- XI. Participation in experience-sharing and institution-building activities.
- XII. Organize regular capacity building programmes in the form of national-level learning activities. This may, for example, include learning and support services for specialized projects and activities of Indian administration system.
- XIII. Training for Indian academics, officers and professionals, especially in the areas of training and learning methodologies, research and policy analysis, administration, social justice and social and financial inclusion.
- XIV. Research collaboration on emerging skill development and employment relations themes.
- XV. Development of innovative learning platforms and education programmes with emphasis on low residency and learning at distance for workers and adult learners.
- XVI. Organization of specific Learning and Policy Workshops around themes that form the major policy reform areas and development focus (otherwise called the 'Transformation Agenda') of the Government of India over the next 5 years.

A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including those concerning salary, travel funding, health insurance, and housing will be worked out between DAIC and DU.

5. COORDINATION

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee consisting of a programme coordinator from DAIC, and a programme coordinator from the side of DU will periodically review and identify ways to strengthen cooperation between the two institutions.

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 the course of this MOU shall be vested in both institutes party to this Memorandum. Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with the prior written consent of both institutes, such consent

to be unreasonably withheld. DAIC shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other party.

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7. TYPES OF COOPERATION

The parties agree to the following types of cooperation:

The major thrust areas which would be considered for any joint research and related activity will be as follows:

- I. All Areas related to Socio-economic Transformation.
- II. Policy Research and Advocacy in all areas of Social Science.
- III. Studies on Peace, Progress and Transformational Aspects of Buddhism.
- IV. All Areas of Sustainable Development and Livelihood.

INDUSTRY-ORIENTED COLLABORATIVE RESEARCH

In case of industry or corporate sector collaborative research, both the parties agree to have collaborative efforts in the following types of research activities/projects-

- I. Research related to promoting innovation, entrepreneurship and start-up culture among students/faculty in the respective institution, industry/corporate sector.
- II. Collaborative research and consultancy that may lead the client or the two parties to devise methods for socio-economic transformation and sustainable development.
- III. DU may initiate PhD programs with the sponsorship from the industry/institutions and corporate sector as per the Institution's guidelines for students-teacher ratio. Professors/Associate Professors from DAIC will co-supervise the research programme.
- IV. The joint research projects i.e. between industry and University can be considered with funding from government funding agencies or the industry or both.
- V. To support research activities and to create strong bonds between the two parties (DAIC and DU) and the industries or corporate sector a proposal may be prepared for the creation of industrial chair for the duration of research project only. The duration of the Chair may sustain if the research project sustains. But in such case, the Chair may be competent to assist research project. In case the Chair cannot handle the project, it may be replaced by a competent one.
- VI. Later separate proposal may be prepared both by DU and DAIC and the same should be sent to the Ministry of Corporate Affairs/Micro Small and Medium Enterprises/Labour and Employment/ for financial help for establishment of a Chair of permanent nature.
- VII. Prepare training programmes for students and industrial staff.
- VIII. Provide visiting faculty/experts from industry for interaction with staff and trainees.

- X. Start-up entrepreneurship programme. Course will be structured by DAIC & DU and implemented by the industries.
- X. Involvement of industry in Faculty Development Programmes (FDPs)
- XI. Rendering help for students' internships and placements
- XII. Guidance/mentoring in setting-up of Incubation Centre
- XIII. Help in setting-up Technology and Innovation Centre
- XIV. Prepare ground for seed funding by Industries for the companies incubating in the University technology incubator.
- XV. Invite industries for the catalyst program, that is, industry support for marketing and commercialization for any product, for the incubating companies.
- XVI. Help in setting-up Technology and Innovation Support Center Network, with the aim of mentoring the innovators (in the University) and help them manage their Intellectual Property Rights (IPRs).

8. SEPARATE PROVISIONS FOR PROJECTS

Any specific joint projects with legally binding obligations will be set forth in separate agreements. Such special agreements for research programmes will be mutually decided by both the parties.

Research products resulting from joint research (Industrial property, intellectual property, patents, reports, prototypes etc.) are to be shared, while research products resulting from one party's participation in the other party's research programme would belong to the party hosting the research programme. Though on the request of the other party the research hosting party may share the result with the approval of the competent authority.

9. MODE OF OPERATION

Both parties will provide necessary support for effective implementation of the MoU within the institutional rules and procedures.

This MoU shall be effective from the date it is signed by both the parties.

Within the broad framework of the MoU, Dr. Ambedkar International Centre and Central University of Himachal Pradesh, can work on joint research, academic exchanges, development of facilities etc.

Any financial commitment for joint activities under this MoU shall be subject to the approval by the Competent Authorities of the respective organizations.

The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee. Director, DAIC, shall be the internal coordinator from Dr. Ambedkar International Centre, New Delhi whereas an officer of the same level from Central University of Himachal Pradesh, will be the internal coordinator from CU Himachal Pradesh. The visitors will be bound by the rules and regulations, as well as the code of conduct of the host institution.

NON DISCLOSURE

Either party shall not provide or disclose any confidential information related to the other party, acquired during the cooperation or exchange stated herein, to a third party. (7)

11. FINANCIAL IMPLICATIONS

This MoU places no financial obligations or supplementary funding commitments on either party. These activities will be defined through separate programme agreements, detailing the commitment of resources (financial or otherwise) required from each institution. Subsequent programme agreements must be approved in advance in writing by the authorized representatives from both Parties. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU. Where possible and appropriate, the parties may also seek funding for collaborations from Government and related agencies.

This MoU is also a broad based understanding between the parties and does not place any financial liabilities on any of the parties. In case there is joint financial involvement between both the parties for any Workshop/Seminar/Conference, it would be decided on case to case basis in advance. In case of preparing knowledge/research reports, if it involves any financial liability, it would be decided mutually.

12. VALIDITY

The Memorandum shall remain in force for a period of FIVE years commencing from effective date. Institutions may extend the term by written agreement signed by both the parties after review. This MoU may be terminated by either Party with advance written notice of at least thirty (30) days.

13. AMENDMENTS/MODIFICATIONS

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

14. LEGAL EFFECT

This MoU, shall in all respects, be governed by and construed in accordance with the laws of the Republic of India.

15. DISPUTE RESOLUTION

In case, there be a dispute relating to any aspect of academic cooperation, interpretation and for application of the premises of this MoU, Director of DAIC and the signatory officer from DU will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. Any unresolved dispute shall be referred to the Director, DAIC and Central University of Himachal Pradesh, Delhi and an independent arbitrator involved with mutual consent in accordance with Arbitration and Conciliation Act, 1996 and rules framed there under as amended from time to time. Arbitration shall be conducted at New Delhi. The



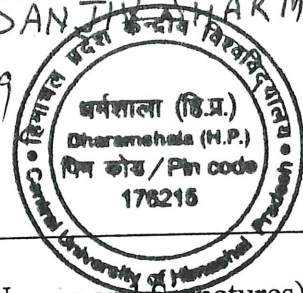

Decision of arbitrators so reached shall be final and binding on both the Parties. Principal language of arbitrator shall be English.

Each clause of this MoU is severable and if one clause is rendered illegal or is severed, it will not render the whole MoU illegal and all clauses, except the severed clause shall be valid and binding on both parties.

16. SEAL OF THE PARTIES

In witness thereof, the Parties represented by their authorized representatives, set forth their hands on this day, month and year, first stated above, agree to and accept this MoU to be signed in the presence of the following witnesses:

In witness whereof, each of the parties has caused this agreement to be executed by its duly authorized authorities as of date first written above.

For and on behalf of Dr Ambedkar International Centre Ministry of Social Justice and Empowerment, Government of India, New Delhi-110001	For and on behalf of Central University of Himachal Pradesh.
Signature: 	Signature: 
Name: ATUL DEV SARMA अतुल देव शर्मा / Atul Dev Sarma निदेशक / Director	Name: DR SANJIV SHARMA डॉ. संजिव शर्मा
Date: 14/08/2019 डॉ. अम्बेडकर अंतर्राष्ट्रीय केन्द्र Dr. Ambedkar International Centre सामाजिक न्याय और अधिकारिता मंत्रालय Min. of Social Justice & Empowerment	Date: 16/07/19 जयशाला (हि.प्र.) Dharamshala (H.P.) पिन कोड / Pin code 176215
Seal: भारत सरकार, नई दिल्ली Govt. of India, New Delhi	Seal: 
Witnesses (Names and Signatures) Name Dr. Devender Singh डॉ. देवेन्द्र सिंह / Dr. Devender Singh असोसिएट प्रोफेसर / Associate Professor Designation डॉ. अम्बेडकर अंतर्राष्ट्रीय केन्द्र Dr. Ambedkar International Centre सामाजिक न्याय और अधिकारिता मंत्रालय Min. of Social Justice & Empowerment Signature भारत सरकार, नई दिल्ली Government of India, New Delhi	Witnesses (Names and Signatures) Name HIND BHUSHAN KUTLEHRIA Designation SECTION OFFICER Signature 

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Witnesses (Names and Signatures)	Witnesses (Names and Signatures)
Name <u>Dr. Varun Gulati</u>	Name <u>SANJEEV KUMAR KAUSHAL</u>
Designation <u>Associate Professor</u>	Designation <u>SECTION OFFICER</u>
Signature <u>[Signature]</u>	Signature <u>[Signature]</u>

Dr. Varun Gulati
Associate Professor
Dr. Ambedkar International Centre
M/o. Social Justice & Empowerment
Government of India, New Delhi