

राजस्थान RAJASTHAN

BH 698921



Memorandum of Understanding (MOU)
Between



Chitkara University, Punjab
(Private University under Punjab State Act)
Chandigarh-Patiala National Highway (NH-07) Village,
Jansla, Rajpura, Punjab. 140401

&



Vardhman Mahaveer Open University, Kota
(State Open University)
Rawatbhata Road, Kota (Rajasthan, India)- 324021

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Chitkara University (CU), Punjab having its campus at Chandigarh – Patiala National Highway (NH - 64), Village, Jansla, Rajpura, Punjab 140401 has flourished as one of the leading institutes of India having strength in following areas

- That, this is a State Private University declared by Govt. of Punjab vide The Chitkara University Act, 2010 under Punjab Act No23 of 2010 and u/s 2(f) of the UGC Act, 1956 in 2010. It is engaged in teaching and research which includes the award of degrees in Under Graduate, Post Graduate, Doctoral and Post-Doctoral programs in the areas of Engineering and Technology, Architecture, Pharmaceutical Sciences, Management Sciences, Nursing, Allied Health Sciences, Art & Design, Mass Communications, and Hospitality Management.
- It has been ranked 8th in the "Top 10 Indian Applicants for patents from Institutes and Universities" as per Annual Report 2016 -17 of Intellectual Property (IP) India, The Office of the Controller General of Patents, Designs, Trademarks, and Geographical Indications, Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India
- It has been ranked 17th in the Pharmacy category for the year 2016 and Ranked between 150-200th in the University category & 44th in Pharmacy Category and 75th in the Management Category for the year 2019 as the best Institution by the National Institution Ranking Framework (NIRF), Ministry of Human Resource Development (MHRD) Government of India.
- It has been accredited by Institutions of Engineering & Technology (IET), the U.K for its Engineering & Technology Programmes. Moreover, other flagship Programmes of Chitkara University are rated as top 20th in north India and BW Business World Magazine.
- Chitkara University imparts skill-focused technical and professional education and conducts research in emerging areas through its established research Centre namely Chitkara University Research and Innovation Network (CURIN) and its constituent schools/colleges. Chitkara University is spread over more than 65 acres of land with 40% of the green area which provides world-class state of art facilities and support to its stakeholders, especially students and faculty members. Chitkara University has established a center namely the Chitkara University Centre of Entrepreneurship Education and Development (CEED) which caters to the current need for entrepreneurship skill of students and alumni and more than 80 start-ups has already been covered in success story with registered CIN.

- That, Chitkara University has run unique programs in the field of Engineering & Technology, Management, and Hospitality which provides hands-on skills and assured job hob guarantee through its Industry-Partner. Moreover, Chitkara University has developed more than 60 Centre of Excellence in Which more than 80 niche industry partners' had established their Training centers and actively participate in the curriculum development of programs offered in these fields.

Whereas, both VMOU, Kota, Rajasthan, and CU, Punjab now

- Recognizing the importance of research and development.

Whereas, Vardhman Mahaveer Open University, Kota (hereafter referred to as VMOU) or previously known as Kota Open University, renamed through a Gazette notification by the Government of Rajasthan on 21st September 2002 came into being in 1987 as a pioneering institution for open and distance learning in Rajasthan. The idea of establishing an Open University in the State of Rajasthan has its origin in the observations of the UGC Committee under the Chairmanship of Late Prof. G. Rama Reddy which observed that "the distance system in Rajasthan is well established and has the potential of growing into a full-fledged Open University." The establishment of VMOU took place with the amalgamation of two institutes of correspondences courses viz. Institute of Correspondence Studies and Continuing Education, under the University of Rajasthan, Jaipur and College of Correspondence Studies, under Mohan Lal Sukhadia University, Udaipur with a view to strengthen and achieve proper coordination among the scattered vast distance education resources and to serve the people of State with a uniform high quality education.

VMOU presently offers about 55 programs including Ph.D. under five major schools; School of Counting Education, School of Education, School of Commerce and Management, School of Science and Technology and School of Humanities and Social Science. At present there are 9 Certificate programmes, 8 Diploma programmes, 10 Undergraduate programmes, 27 Post Graduate programmes, and Ph.D. in different disciplines.

Jurisdiction: The headquarters of the university is located at Kota and its operational jurisdiction extends to the whole state of Rajasthan.

The Vision: Vardhman Mahaveer Open University, Kota in Rajasthan was initiated as an instrument of democratizing education and to augment opportunities for higher education and promote a flexible, innovative and cost-effective system of education.

Objective: The major objective of VMOU is to provide educational opportunities to a larger segment of the population, particularly disadvantaged groups such as SC/ST, people living in

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rural and remote areas, women, and in-service people and so on. Some of the functions to be performed by the University as per Act are : To provide for instruction and research in branches of knowledge technology, vocation and profession as the university may deem necessary or proper; To prescribe courses of study for degrees, diplomas, certificates or any other purpose; To hold examinations and confer degrees, diplomas, certificates and other academic distinctions; To determine the manner of distance education system so as to organize academic programmes; To associate with other universities and institutions especially with IGNOU in order to have therewith interlocking system in the field of distance education. To institute and award fellowships, scholarships and prizes; To establish and maintain Regional Centers and Study Centers as institutional devices for catering to distance education in the state; To accord recognition to examinations, studies and activities conducted by other universities, institutions, academic bodies and organizations; To perform all such functions which are necessary for and incidental in achieving the aims and objectives of the University.

Both universities appreciate the need for creation of the large reservoir of highly qualified manpower in all fields related to academic and co-curricular activities, creation of educational materials and resources, seminars, conferences, workshops, Symposiums & Competitions, Joint Research & Research Projects, Students Internship Programmes/Projects works/exposure trips, Joint work for Staff Professional development, initiatives like socio-economic & welfare initiatives for neighboring and Rural Communities, academic collaboration in ICT, counselling, training for teachers, staff and students, awareness campaigns, rallies, street plays on relevant and burning issues, celebrate important occasions and appreciate good works by offering felicitation to the performers, extending help to the people in distress during any natural calamity, promote peace, brotherhood, national integrity and communal harmony, sharing of library resources and institutional repository, sharing of best and innovative practices and Business Studies areas. Desiring to club their efforts by pooling their expertise and resources, both universities intend to form a nucleus for promoting excellent quality manpower in the field of Science and Technology, Education, Computer Applications, and Business Studies areas.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which VMOU, Kota, Rajasthan, and CU Punjab, hereby acknowledge and agree to sign a memorandum of understanding (MOU).

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ARTICLE – I: SCOPE OF THE MOU

This MOU details the general conditions regarding collaboration between VMOU and CU, Punjab for enhancing, within the country, the availability of highly qualified manpower in the area of Science & Technology, Hospitality Management, Computer Applications, Education, Nursing, and Business Studies areas without any prejudice to prevailing rules and regulations in VMOU and CU, Punjab and without and disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to both institutes. The areas of Cooperation can be extended through mutual consent.

ARTICLE – II SCOPE OF ACADEMIC INTERACTION

Both VMOU and CU, Punjab shall encourage interactions between the Scientists, Research fellows, faculty members, and students of both the organizations through the following arrangements :-

- a) Exchange of personnel as per the rules of the respective institute as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Expert lectures from Professors of CU, Punjab and vice – versa;
- d) Joint guidance of student projects/ research (not leading to a Ph.D. Degree) in academic programs of mutual interest at VMOU by CU, Punjab on mutually agreeable terms as listed below :
 - i) For any research (not leading to a Ph.D. Degree) the students will be allotted a faculty member from VMOU as a Research Guide or Co-Guide. A faculty at CU, Punjab may be appointed as a Research Guide or Co-Guide as per the rules of the respective institute.
 - ii) The students will carry out their research work (not leading to a Ph.D. Degree) / project at VMOU and CU, Punjab as per the rules of the respective institute depending on facilities and requirements.
 - iii) There will be no restrictions on the contents of the research (not leading to a Ph.D. Degree) being published subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
 - iv) Both VMOU and CU, Punjab will be free to independently carry out follow-up research (not leading to a Ph.D. Degree) on the work conducted under this scheme.

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- v) If the outcome of a project is related to product development, Process technology, design, etc. which involves a matter of secrecy and concern with the security of the State and the Country, the same will not be allowed for publication/ printing in any form such as electronically/ verbal, etc. If the outcome of a project results in intellectual property, for which rights can be secured, it will be decided on a case-to-case basis, primarily governed by the respective IPR policies of VMOU and CU. Similarly, sharing of expenditure in securing such rights and income accrued through royalty, etc. will be decided on a case-to-case basis after mutual consultation.
- vi) Research supervisors from both the institutions will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MOU will be accounted for by way of reporting the work in research publication and/or paper publication except the part for which IPR needs to be claimed.
- vii) Neither of the supervisors will publish the work carried out under this MOU without the knowledge of the other.

ARTICLE – III: SHARING OF FACILITIES

- a) VMOU and CU, Punjab shall make provisions to share their respective important R&D facilities to promote academic and research interaction.
- b) VMOU and CU, Punjab shall permit the exchange of software and other materials and components developed in-house in the areas of cooperation, if permitted by the rules governing the two institutions. However, responsibility for the safety of software and other materials during the exchange will rest on the respective Heads of the academic department/ section.
- c) Both the institutes shall provide access to the library facilities to scientists, members of faculty, and students as per the prevailing rules and norms in the respective institutes.

ARTICLE - IV CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between VMOU and CU, Punjab shall be coordinated by a coordination committee appointed by the heads of both the Institutes.


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- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from the heads of both the Institutions.

ARTICLE -V EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of signature by the competent authorities at both ends.
- b) The duration of the MOU shall be for 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by prior notice of not less than one month by either party. However, termination of the MOU; will not in any manner affect the interests of the students /faculty/scientists who have been admitted to pursue a program under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of VMOU and CU, Punjab.

ARTICLE - VI: IPR AND PUBLICATION RIGHTS

Rights regarding publications, patents, royalty ownership of software/design/product developed, etc. under the scope of this MOU, shall be decided by the two parties by mutual consent and governed by the IP policies of the respective institutes.

ARTICLE - VII: CONFIDENTIALITY

During the tenure of the MOU both VMOU and CU, Punjab will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than following this MOU.

Both VMOU and CU, Punjab shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without the written approval of the disclosing party or use such confidential information for any use other than that intended under this agreement.

Further, both VMOU and CU, Punjab shall put in place adequate and reasonable measures to keep and store confidential information secure to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data, or fact belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal, or

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electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information that:

- a) Is or becomes publicly available through no fault of the receiving party,
- b) Is already in the rightful possession of the receiving party before its receipt of such data or information;
- c) Is independently devolved by the receiving party without reference to the confidential information of the disclosing party
- d) Is rightfully obtained by the receiving party from a third party or is it in the public domain
- e) Is disclosed with the written consent of the party whose information it is, or
- f) Is disclosed under a court order or other legal compulsion, after providing prior notice to the disclosing party

ARTICLE – VIII: AMENDMENTS

Any amendment and /or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

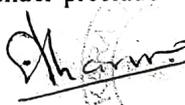
ARTICLE – IX RESOLUTION OF DISPUTES

The dispute or difference whatsoever arises between PARTIES in the relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be resolved subject to the jurisdiction of civil court Bhubaneswar.

ARTICLE – X MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) No failure to exercise and on delay in exercising, on the part of a party and right, remedy, power or privilege hereunder shall operate as, a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude


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any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power, or privilege herein provided are cumulative and not exclusive of any right, remedies, power, or privilege provided by law.

c) After this Agreement has been signed, all preceding understanding/negotiations and correspondence about it shall become null and void.

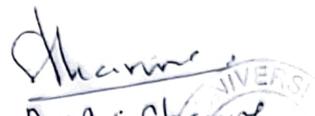
IN WITNESS WHERE OF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR MENTIONED BELOW.

For and on behalf of
Vardhman Mahaveer Open University, Kota

For and on behalf of
Chitkara University

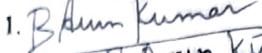


Name:
Designation: महेश चन्द्र मीणा
Seal: कुलसचिव



Name: Dr. S. C. Sharma
Designation: Registrar
Seal:

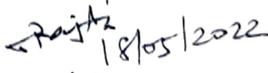
WITNESSES:

1. 
(Prof. B. Arun Kumar)
Director, Academic

2. 
DR. M. A. KHAN
DY. Registrar

WITNESSES:

1. 
18/05/2022
Prof. Dhivresh - Kulobrookar
Dean - Economic & CBS

2. 
18/05/2022
Prof. (Dr) Neeraj Anand
Dean - SCM & General
Management