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MEMORANDUM OF UNDERSTANDING

(Usage and Development of Punjabi Language)

This Memorandum of Understanding is made on this the _09 th_ day of _January, 2020_ between Punjab Police, (hereinafter referred to as **PUNJAB POLICE**) having its office at Punjab Police Head Quarter, Sector 9, Chandigarh –160009 represented by Shri _Pradeep Kumar Yadav, IPS, Deputy_ Inspector General of Police, Technical Services, Punjab which expression shall include its heirs, executors, successors, administrators or assignees of the **First Part,**

AND

Research Centre for Technical Development of Punjabi Language, Literature and Culture, Punjabi University, Patiala, Punjab, India (hereinafter referred to as **University**) represented by its Shri _Pr. G.S. BATRA_..................., Dean Academic Affairs, which expression shall include its heirs, executors, successors, administrators or assignees of the **Second Part,**

Whereas Punjabi University was established for the advancement of Punjabi Studies and development of Punjabi language as a medium of instruction.

WHEREAS, the PUNJAB POLICE and the University have expressed their willingness to promote interaction in a mutually beneficial manner in areas of usage of Punjabi on computers and Natural Language Processing (NLP) Research & Development and other consultancy activities as per needs of both institutions on profit basis.
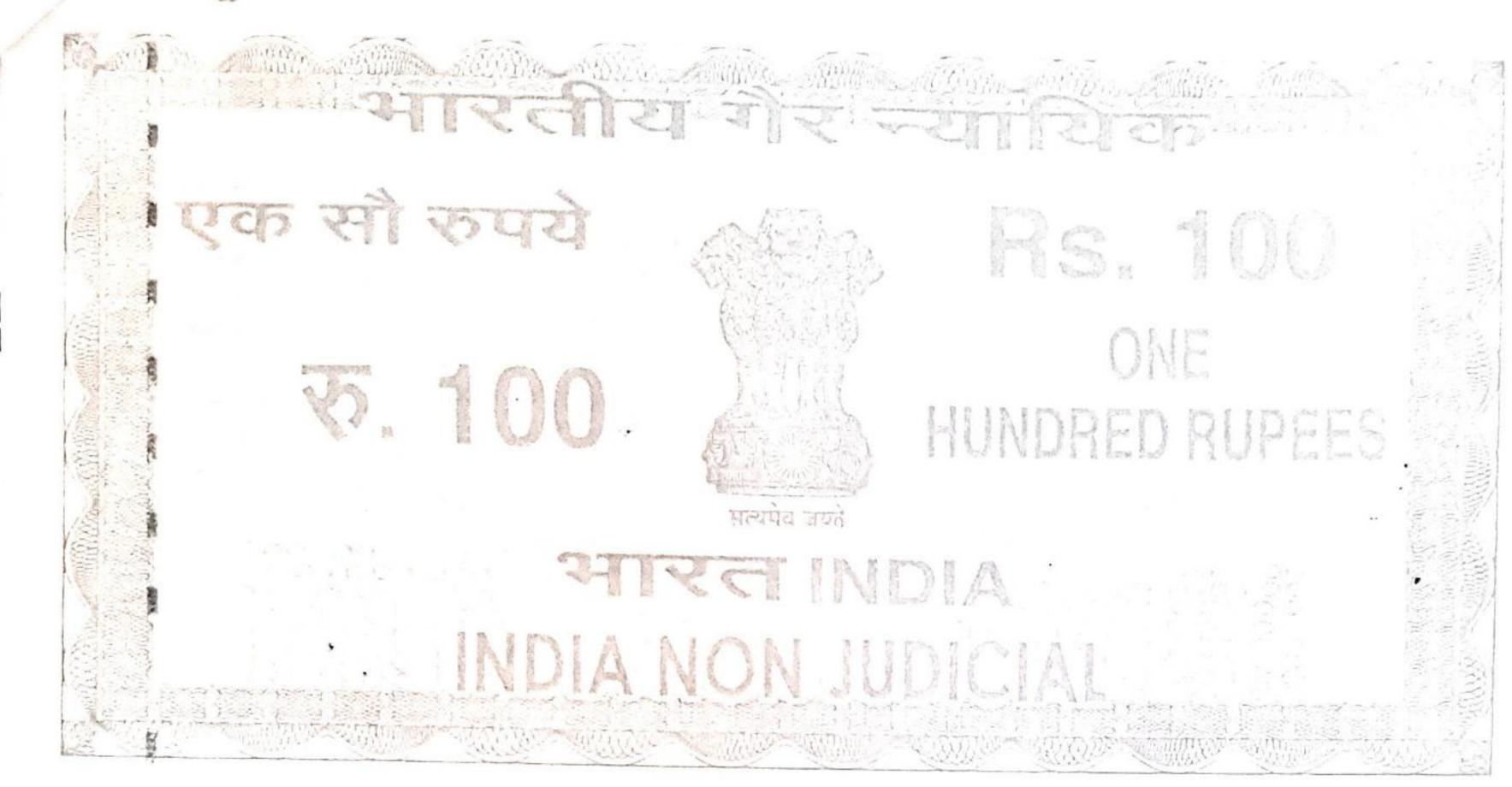
NOW, THEREFORE, it is mutually agreed between parties as follows:-

Article 1

CODE MIXED QUERY SEARCH FOR EXISTING Criminal and Crime Tracking Network And Systems (CCTNS)

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University has rich experience in research and development of language software tools, which PUNJAB POLICE intends to avail as services from the University. Through this MoU, University is proposing to develop software for fuzzy and flexible Code Mixed Query Searching for English and Punjabi as a web based service to their existing CCTNS application as follows:-

a) The University shall handover the windows based web service API for improving and customization of existing CCTNS application searching as per PUNJAB POLICE requirements.

b) The web service API will be hosted on windows based server that will be provided by PUNJAB POLICE at their data centre. PUNJAB POLICE will bear all costs for the required software and hardware. The proposed required software and hardware are as under:-

i) Windows 2012 R2 Server or Latest
ii) IIS 7.0, Microsoft .NET Platform 4.5 or latest
iii) Antivirus, Firewall etc.
iv) High-end Server with 16 GB RAM, Multi-Core Xeon Processor, 500 GB SSD.

c) The University shall charge nominal fees of Rs. 7,00,000/- (Seven Lacs only) including GST for the development of software for Code Mixed Query Searching for both English and Punjabi including one year AMC for maintenance and updating of web-service API.

d) Punjab Police will release 50% of the total amount in advance before commencing the development/integration work. Balance 50% will be released within two weeks after the successful integration of the project.

e) University will provide one year warranty free of cost from the date of successful integration of web service API. The date of successful integration will be the date of sign off by the Punjab Police as defined by Punjab Police in sign off. After the expiry of one year, 10% of the total cost i.e

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Rs. 70,000/- per annum (inclusive GST) will be charged as AMC from PUNJAB POLICE in advance for the three consecutive years.

Article 2

AKHAR 2016 INDIC WORD PROCESSOR & TRAINING

a) University has developed Indic Word Processor Akhar 2016 which is very useful for offices and other locations to work in Punjabi, Hindi and Urdu in accordance with Unicode Standard.

b) This software will be provided **free of cost** to the PUNJAB POLICE by University. However, training charges such as TA/DA as per existing Punjab Government financial rules will be given by the PUNJAB POLICE to the University training staff.

Article 3

RESEARCH AND DEVELOPMENT PROGRAMMES

a) University will deliver consultancy of existing research and technology to Punjab Police with minor customization in the form of local IP (Intellectual Property) and provide support for it in the areas related to usage of Punjabi on computers and Natural Language Processing.

b) Depending on the nature of work, and the type of efforts required, University will determine the charges accordingly for customization of existing research and technology.

c) The customization may involve using Punjab Police Online/Offline data; however, the IP rights shall be subject to provisions of article 6.

d) However, large scale projects or projects requiring development from scratch in the new emerging and challenging areas such as Machine Translation, Speech Recognition, Dialect identification, Handwriting Recognition etc. will require finance as per the scope of work. In such cases, a joint proposal will be made for soliciting funds from Punjab Police or Govt. agencies or any other agency in a joint proposal.

Article 4
CONFIDENTIALITY

a. Each party agrees to treat as confidential all information disclosed by the other party in written form or soft copy.

b. The API developed and provided by University to Punjab Police will be kept secure from IT or any other companies hired by the Punjab Police for their IT activities or existing projects.

c. Responsibility of maintaining total secrecy and utmost integrity in using the data from Punjab Police to develop the software lie with the University. Assured support from designated officials of Punjab Police in terms of confidentiality will be provided to the University.

d. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:

- Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
   - Is already known or become known to the receiving party
   - Is received from a third party having no obligations of confidentiality to the disclosing party,
   - Is independently developed by the receiving party; or
   - Is required to be disclosed by law or court order.

Article 5
NON-EXCLUSIVITY
The relationship of the parties under this MoU shall be non-exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

Article 6

INTELLECTUAL PROPERTY (IP) RIGHTS

1) Only University holds the rights of existing Intellectual property of their resources developed by University.
2) Both parties have equal rights if any project executed in a joint proposal.
3) Punjab Police will not resell intellectual property (IP) provided by University including trademarks and service marks, copyrights, a patent designs.

Article 7

TERMS OF MOU

1) This MOU shall commence on the Date of signing it and shall remain in force for a period of three years or depend upon the future requirement.
2) This MoU may be amended or terminated by either party by giving a written notice of 20 days to the other party with the condition that sold application utility will remain the property of Punjab Police.
3) University has to ensure that Punjab Police data will not be shared with any other party.
4) All disputes are subject to Patiala, Punjab jurisdiction and Chandigarh jurisdiction only.

Article 8

RELATIONSHIP

Nothing in this MoU shall be construed to make party a partner, an agent or legal representative of the other party for any purpose.

Article 9

SIGNED IN DUPLICATE

This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

SIGNED by for and on behalf of
Department of Punjab Police

09/01/2020

(Pradeep Kumar Yadav) I.P.S

Deputy Inspector General of Police
Technical Services, Punjab.

WITNESS:

1. (Harbhajan Singh AIG.)
   Technical Services Pb.

2. (Baljit Inshay Insp.)
   P/o CCTNS Technical Services Pb.

SIGNED by for and on behalf of
Punjabi University, Patiala, Punjab, India

09/01/2020

(Prof.(Dr.) G.S.BATRA)

Dean Academic Affairs
Punjabi University, Patiala.

WITNESS:

1.(Prof. (Dr.) G.S. LEHAL)
   Prof. & DIRECTOR, RCTDPLC, PUP

2.(Dr. TEJINDER SINGH)
   SYSTEM MANAGER, RCTDPLC, PUP

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