

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on 14<sup>th</sup> August 2023 between:

**Azim Premji University**, Bhopal, is a private university, its place of operation at, Khasra No.40 & 51, Bhopal Vidisha Bypass Road, Kanhasaiya, Tehsil Huzur, Bhopal – 462022 a division of Azim Premji Foundation for Development, a Section 25 company registered under the Companies act, 1956 and having its registered office at #134, Doddakannelli, Next to Wipro Corporate Office, Sarjapur Road, Bangalore- 560035, hereinafter referred to as “**Azim Premji University**” (which expression shall, unless repugnant to the context, include its successors in interest, administrators and assigns) of the **One Part**;

**AND**

**Punjabi University, Patiala**, with its principal place of operations at NH 64, next to Urban Estate Phase II, Patiala, Punjab-147002 hereinafter referred to as “**Punjabi University**” (which expression shall, unless repugnant to the context, include its successors in interest, administrators, and assigns) of the **Other Part**.

Azim Premji University and Punjabi University shall be referred to individually as “**Party**” and jointly as “**Parties**”.

### **WHEREAS**

- A. Azim Premji University is a not-for-profit university established in Bhopal by the Madhya Pradesh Private University Act, 2022 offering undergraduate and postgraduate programmes in education and development domains.
- B. Punjabi University is a leading University in the State of Punjab established as an autonomous institution under Punjab Act No. 35 of 1961 in Patiala with NAAC ‘A’ grade accreditation.
- C. The Parties are interested in generating academic resources in Social Science, Science, Humanities, Public Health, and other subjects in Indian languages. Both Parties admit students to their respective undergraduate, teacher education and postgraduate and other programs, many of whom are making a transition from education in English to their own languages as a medium of instruction. These interests provide a common ground for collaboration.
- D. Both Parties welcome collaboration between their members including faculty and students on projects related to generation of academic resource along with other academic activities around social sciences, sciences, humanities teacher education and other streams that may be agreed and are therefore executing this MOU.

Parties will respectively provide the required resources to facilitate the collaborative projects from time to time.

**1. SCOPE**

- a. Azim Premji University and Punjabi University shall collaborate for translations, seminars, workshops, readings, academic discussions, creation of academic resources and any other academic activities on mutually agreed terms that are in the interest of both the Parties and thus advanced the purpose for which this MoU is made.
- b. The specific modalities of the various projects and their specific nature and details shall be mutually discussed, and the Parties shall execute separate agreements as and when the occasions arise. There will be a coordinating committee consisting of members of both partners to frame specific modalities/guidelines for effective execution and monitoring of these projects.
- c. Each Party shall be liable for compliance of laws applicable to it and shall indemnify and hold harmless the other Party in respect of any non-compliance.

**2. TERM AND TERMINATION**

- a. This MOU shall be valid for five years from the date of its execution. The MOU may be further extended based on mutual agreement.
- b. Either Party may terminate this MOU at its convenience by giving (thirty) 30 days' notice to the other of its intention to do so.

**3. CONFIDENTIALITY**

- a. Either Party shall hold in confidence all confidential information obtained, received from the other and shall not disclose the same to any third Party without prior written consent of the other, during the term of this MOU and for a period of 5 years from the date of termination of this MOU. Further, unless prior written consent of the either Party is obtained, the other Party shall not use the above-mentioned information for any purpose other than the purpose contemplated under this MOU.
- b. "Confidential information" means all information, marked, designated as such by either Party in writing together with all such information which relates to the teacher training materials, curriculum, teaching methodology, research materials, personal details of students and faculty of either Party, organization affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either Party, or which may be reasonably regarded as the Confidential Information of the disclosing Party.
- c. This Clause shall survive the expiration or termination of this MOU.

**4. INTELLECTUAL PROPERTY FOR TRANSLATION FROM ENGLISH TO HINDI**

- a. Any material developed by translation from English to Hindi under the MOU would be subject to the copyright laws applicable to the material and both Parties are responsible to follow it in letter and spirit. The name of the author/translator, the name of Azim Premji University and the Punjabi University shall be acknowledged in the materials generated. It shall be binding on both the Parties under this MOU to follow the terms agreed to in the development of the materials, and if there are any specific conditions imposed by the copyright law in developing or generating such materials.
- b. Azim Premji University shall be responsible for obtaining permissions from the copyright holders in respect of the translations.
- c. Azim Premji University shall be responsible to ensure that there is no breach of third-party intellectual property rights in the material or resources created or arranged or supplied or engaged by Azim Premji University. Azim Premji University shall indemnify and hold harmless Punjabi University in respect of third-party intellectual property rights.
- d. The Parties shall not use the translated materials for commercial purposes, for-profit purposes or any other purpose that is not envisaged under this MOU.
- e. The ownership of any intellectual property developed jointly other than translated works by the Parties during the term of this, MOU shall be jointly vested in both Parties.

**5. INTELLECTUAL PROPERTY FOR TRANSLATION FROM ENGLISH OR HINDI TO PUNJABI**

- a. Punjabi University shall be the sole owner of any intellectual property that is created and/or developed in Punjabi during the tenure of this MOU.
- b. Punjabi University shall follow any specific conditions imposed by the copyright law in developing or generating such materials.
- c. Punjabi University shall be responsible to ensure that there is no breach of third-party intellectual property rights in the material created by Punjabi University or resources engaged by it. Punjabi University shall indemnify and hold harmless Azim Premji University in respect of third-party intellectual property claims.

**6. RELATIONSHIP BETWEEN THE PARTIES**

- a. The relationship between the Parties to this MOU shall be on principal- to-principal basis and no employee of either Party shall be deemed to be an employee of the other.
- b. Accordingly, all statutory compliances applicable to each Party shall be ensured by such Party independently of the other.

**7. FORCE MAJEURE**

Both the Parties shall have no liability in respect of any delay in carrying out the activities or failure to carry out the activities under this MOU caused due to any acts of the government, or any circumstances outside the reasonable control of the parties hereto.

**8. NO ASSIGNMENT**

This MOU shall not be assignable by either Party without the prior written consent of the other.

**9. GENERAL**

(a) *Modification.* This MOU shall not be amended, altered or modified, or any provision herein shall not be waived except by an instrument in writing expressly referring to this MOU and signed by the duly authorized representatives of both the Parties, and no verbal Agreement or conduct of any nature related to the subject matter hereof or to the relationship between the Parties will be considered valid enforceable.

(b) *Notices:* Any notice or other information required or authorized by this MOU to be given by either Party to other may be given by hand or sent by registered post A.D., or by courier, or by facsimile transmission or comparable means of communication to the other Party at the following Address.

**If to Azim Premji University:**

**Azim Premji University**  
Khasra No.40 & 51, Bhopal Vidisha Bypass Road,  
Kanhasaiya, Tehsil,  
Huzur, Bhopal – 462022

**And**

**Azim Premji Foundation**  
# 134, Doddakannelli, Next to Wipro Corporate Office,  
Sarjapura Road, Bangalore- 560 035

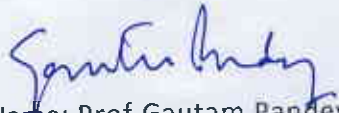
If to Punjabi University:

Punjabi University  
NH 64, Next to Urban Estate Phase II,  
Patiala, Punjab-147002

- (c) *Applicable Law.* This MOU shall be governed by the Laws in India and each of the Parties submit to the jurisdiction of the courts of Bangalore and Patiala.
- (d) This Clause shall survive expiry or termination of this MOU.

IN WITNESS WHEREOF the Parties hereto have duly caused these presents to be executed on the 14 August 2023.

By:



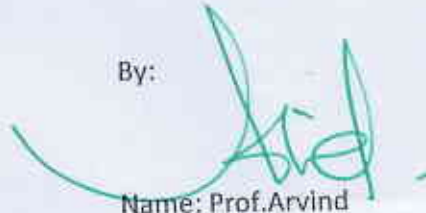
Name: Prof. Gautam Pandey

Vice Chancellor

Azim Premji University, Bhopal

Date: 14 August 2023

By:



Name: Prof. Arvind

Vice Chancellor

Punjabi University, Patiala

Date: 14 August 2023