

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on 23rd day of March, 2022 by and between:

Educational Multimedia Research Centre (EMRC), a UGC centre located in 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 "**EMRC Patiala**" (which expression shall, unless repugnant to the context, include its successors in interest, administrators and assigns) of the **One Part**;

AND

Centre for Restoration of Ecosystem of Punjab (CRESP), 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 "**Partner**" (which expression shall, unless repugnant to the context, include its successors in interest, administrators, and assigns) of the **Other Part**.

EMRC Patiala and **Partner** shall be referred to individually as "**Party**" and jointly as "**Parties**".

WHEREAS

- A. Educational Multimedia Research Centre (EMRC) is a UGC centre established in Punjabi University, Patiala 2010 offering technical skill to produce digital contents for Swayam, Swayam Prabha and DTH Channel-6, Vidhik.
- B. Centre for Restoration of Ecosystem of Punjab (CRESP) is established in 2021 by Punjabi University; an autonomous institution established in Patiala with NAAC 'A' grade accreditation and is a leading university in the State of Punjab.
- C. Educational Multimedia Research Centre (EMRC) is interested in broad coverage of environmental issues such as climate change, ecosystem degradation, biodiversity conservation, whereas the primary aim of Centre for Restoration of Ecosystem of Punjab (CRESP) is to address the above mentioned concerns and to devise strategies, action plans for mitigation and sustenance of ecosystems. Thus, this framework forms a common basis for collaboration between these two Centres.
- D. Both Parties welcome collaboration between their staff including faculty and students on projects related to resource generation for ecosystem and

environmental concerns and are therefore executing this MOU. Parties will respectively provide the required resources to facilitate the collaborative projects from time to time.

- E. Both Parties will collaborate in production, screening of documentary films and organizing film festivals, to address the common cause of environmental degradation and mitigation measures, besides creating awareness among masses.
- F. Both Parties will collaborate in production of material exploring the intersection of environmental issues and law for DTH Channel-6, Vidhik.

1. SCOPE

- 1.1 Members of faculty or other resource persons participating in the collaborative projects and who are working towards achieving the common goals as stipulated under this MoU shall receive remuneration for their work from the respective Party that has engaged such persons or resources.
- 1.2 Each Party shall be responsible for payments and bearing the costs of resources engaged by such Party under this MoU. Each Party shall ensure quality, follow the timeline, monitor and manage the work done by its respective resources.
- 1.3 The specific modalities of these projects and their specific nature and details shall be mutually discussed, and the Parties shall execute separate agreements as and if/when the occasions arise.
- 1.4 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.
- 1.5 Centre for Restoration of Ecosystem of Punjab (CRESP) shall take up the translation and vetting of MOOCs from English to Punjabi as allotted by EMRC Patiala.
- 1.6 The students involved in translation will be paid internship.
- 1.7 Apart from the translations Educational Multimedia Research Centre (EMRC) and Centre for Restoration of Ecosystem of Punjab (CRESP) shall collaborate for the Seminars and Workshops in the interest of both the parties.
- 1.8 Centre for Restoration of Ecosystem of Punjab (CRESP) shall ensure that translation is not machine generated text.

2. TERM AND TERMINATION

- 2.1 The MoU shall continue until terminated.
- 2.2 Either Party may terminate this MoU for convenience by giving (thirty) 30 days' notice to the other of its intention to do so.

3. CONFIDENTIALITY

- 3.1 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.

4. INTELLECTUAL PROPERTY

- 4.1 Any material developed under the MoU would be subject to the copyright rules applicable to the material and both Parties are responsible to follow it in letter and spirit. The name of the author/translator, Educational Multimedia Research Centre (EMRC) and the name of the Centre for Restoration of Ecosystem of Punjab (CRESP) shall be acknowledged in the respective MOOC. 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.
- 4.2 Each Party shall be responsible to ensure that there is no breach of third-party intellectual property rights in the material created by such Party or resources engaged by it. Each Party shall indemnify and hold harmless the other in respect of third-party intellectual property claims.

5. NO ASSIGNMENT

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

6. **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 University:

**Educational Multimedia Research Centre (EMRC),
Punjabi University Patiala, Punjab-147002**

And

**Centre for Restoration of Ecosystem of Punjab (CRESP)
Punjabi University 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 Patiala.

IN WITNESS WHEREOF the Parties hereto have duly caused these presents to be executed on the day, month and year first above written.

By:



Name: Daljit Ami
Director
EMRC, Punjabi University
Date: March 30, 2022

By:



Name: Himender Bharti
Director
CRESP, Punjabi University
Date: