



# MEMORANDUM OF UNDERSTADING (MoU)

This MoU is entered on 12th day of December 2023 between Punjab Bhawan (NGO) Surrey, Canada situated at 15453 Fraser Hwy, Surrey, BC V3R3P6, Canada and Central University of Himachal Pradesh, Dharamshala

The aforesaid organizations are hereinafter referred to individually as Institute and collectively as *Institutions*.

### 1. Objectives of the MoU

The Parties agrees as follows:

- Both the Organizations i.e. Punjab Bhawan (NGO) Surrey, Canada situated at 15453
   Fraser Hwy, Surrey, BC V3R3P6, Canada and Central University of Himachal Pradesh, Dharamshala shall work together in a cooperative, collaborative and coordinated manner so as to bring about the achievement and fulfillment of the purpose of the MoU.
- 2. It is not the intent of this MoU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations/Institutions.
- 3. Both, Punjab Bhawan (NGO) Surrey, Canada situated at 15453 Fraser Hwy, Surrey, BC V3R3P6, Canada and Central University of Himachal Pradesh, Dharamshala, shall mutually contribute and take part in any and all phases of the planning and development of extensive research on Punjabi Diaspora and Punjabi Diasporic Literature to the fullest extent possible.

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between Punjab Bhawan (NGO) Surrey, Canada situated at 15453 Fraser Hwy, Surrey, BC V3R3P6, Canada and Central University of Himachal Pradesh, Dharamshala

- 6. Further, Punjab Bhawan (NGO) Surrey, Canada situated at 15453 Fraser Hwy, Surrey, BC V3R3P6, Canada and Central University of Himachal Pradesh, Dharamshala will encourage exchange of faculty members and students for mutually agreed duration, terms and conditions.
- 7. To encourage visits of the Immigrant literary personalities for strengthening the Punjabi Culture, Language & Literature at Central University of Himachal Pradesh, Dharamshala.
- 8. Efforts will be made to build a **Punjab Bhawan** in the premises of Pradesh fully funded by Punjab Bhavan Surrey, with an objective to enhance research activities on Punjabi Diaspora and Diasporic Literature, after completing all codal formalities.
- 9. Lastly, the Central University of Himachal Pradesh will provide the conveyance charges from Delhi to the university in addition to the requisite stay arrangements to the recommended experts/ literary personalities by the Punjab Bhawan, Surrey for attending organizing Academic meets at CUHP.

## 2. Technical Areas of Collaboration

- a) To provide academic interaction through Special Lectures on topics of relevance to Punjabi Diaspora and Diasporic Literature
- b) To enhance the quality and excellence in the field of Higher Education.
- c) Organization of joint workshops/conferences and Personality/Professional Development/Capacity building Programmes for enhancement of knowledge and skills of Faculty, Staff and Students.
- d) Offering of elective courses-Joint or individual at either or both institutions.
- e) Joint supervision of M.A dissertation and Ph. D. Thesis (if allowed by UGC norms).
- f) Joint organization of International and National sponsored Consultancy projects.

### 3. Terms and Conditions

a) This MoU may be amended, renewed and terminated by mutual written agreement of the *Institutions* at any time.

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- b) Either Institution shall have the right to terminate this MoU upon 3 months prior written notice to the other institution.
- c) No legal binding on any party with respect to MOU/Collaborations.

## 4. Confidentiality

- a) Punjab Bhawan situated at Surrey, Canada and <u>Central University of Himachal</u>

  <u>Pradesh</u> agree to hold in confidence all information/data designated by the *Institutions* as being confidential which is obtained from either institute or created during the performance of the MoU and will not disclose the same to any third party without written consent of the other institution.
- b) The above confidential clause under this MoU excludes the information/data possessed by either institution before entering into this MoU or independently developed and/or information already available through public domain.

#### 5. Duration of MoU

This MoU, unless extended by mutual written consent of the *Institutions*, shall expire in <u>05</u> years after the effective date specified in the opening paragraph. However, on review, the MoU shall be extended by mutual consent.

#### 6. Coordinators

Both *Institutions* will designate persons who will have responsibility for co-ordination and implementation of this agreement.

## 7. Intellectual Property Rights

The Intellectual Property Rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies of the two Institutions.

#### 8. Notices

Any notice to be given under this MOU shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered by hand/ Email / Courier / Registered Mail, addressed to the Parties herein at the following addresses or such changed addresses as will be duly notified by the Parties to each other's from time to time: -

Central University of Himachal Pradesh, Dharamshala

&

Punjab Bhawan(NGO) situated at 15453 Fraser Hwy, Surrey, BC V3R3P6,Canada

#### 9. ARBITATION

Any dispute or differences arising out of interpretation of any of the clauses listed above or otherwise shall be resolved by mutual consultation and if arbitration is needed the matter shall be referred to the **Punjab Bhawan Surry**, **Canada situated** 

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at Surry, Canada who shall be appoint an Arbitrator to decide the dispute with the consent of other party. The venue of arbitration shall be Dharamshala, Himachal Pradesh and language shall be English. Arbitration proceedings shall be conducted as per Arbitration & Conciliation Act, 1996. The decision of the Arbitrators shall be final and binding on the Parties.

## 10. Signed in Duplicate

11.

This MoU is executed in duplicate with each copy an official version and having equal legal validity. By signing below, the Institutions, acting by their duly authorized officers have cause this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

Central University of Himachal Pradesh, Dharamshala

Punjab Bhawan(NGO)situated at 15453 Fraser Hwy, Surrey, BC

V3R3P6, Canada

Registrar,

Central University of Himachal

Pradesh, Dharamshala, Kangra (HP)

-176215

Registrar

VC's Secretariat Near HPCA

Cricket Stadium, Dharamshala

Witness:

Central University of Himachal Pradesh

District Kangra (H.F.)-176215

Signature

Name: Dr. Narest Kungs
Designation Assistant Brefessor
Affiliation: CUHP, Dharantelp

Signature Dry

Name: Harprent Com

Designation manger of Pury ab Bharan

Affiliation: Pury Bharan Sweey

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