

# MEMORANDUM OF UNDERSTANDING

Between



**Punjab Engineering College**

(Deemed to be University)

**Sector-12**

**Chandigarh 160012, India**

and



**Shoolini University**

**Solan-Oachghat-Kumarhatti Highway, Bajhol,**

**Himachal Pradesh 173229**

### **About Punjab Engineering College Chandigarh**

Punjab Engineering College (Deemed to be University) (PEC) having its roots in Lahore as Mugalpura Engineering College since 1921, moved to its present campus in 1953 as PEC affiliated to Panjab University. The institute became Deemed University in 2003 through a MHRD notification and rechristened as PEC University of Technology in 2009.

It is a Grant-in-Aid institution under administration of Union Territory of Chandigarh, Government of India. The institute has a 146 acres sprawling and pious campus and is house of Chandigarh College of Architecture also. The academic and administrative processes are at par with IITs in the country. The institute offers 8 Undergraduate B. Tech. Programs and 14 Postgraduate M. Tech. Programs in various disciplines of engineering and technology. After becoming University, the institute has also started Ph.D. programs in various disciplines of engineering, science, management, humanities and social sciences. The admission to UG and PG programs is made through national level examinations namely JEE (Mains) and GATE respectively. There are 9 academic departments and 2 centers of excellence.

The faculty of academic departments and centers is involved in cutting edge research and development works. The institute collaborates very closely with research organizations, industries, alumni and other academic institutions both India and abroad, and has signed MoUs to pursue joint research in niche areas. The students graduating from this institute are placed in highly reputed companies with handsome salary packages.

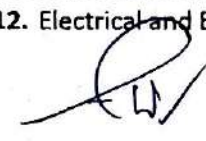
### **About the CoE Siemens at PEC Chandigarh**

Punjab Engineering College (Deemed to be University) in collaboration with M/s Siemens Industry software (India) Pvt. Limited (SISW) and its partner M/s MTAB Technology Center Private limited (MTC) established a Center of Excellence (CoE) at PEC. This world-class skill development center is dedicated to the areas of engineering, product development and advanced manufacturing technologies towards the following domains:

Automotive – passenger vehicles, commercial vehicles, Aerospace, Industrial machinery – off highway vehicles, farm equipment and implements, electrical and mechanical machineries, Renewable energy – solar and wind energy, Internet of Things (IOT) Center of Excellence (CoE) at PEC covers a total area of 16000 square feet. Estimated cost for the total project is 156.64 Crs.

### **Facilities available at CoE Siemens, Workshop and Skill Development Centre**

1. Product Design and Validation Lab
2. Advance Manufacturing Lab
3. Test and Optimization Lab
4. Robotics Lab
5. CNC Machine Lab
6. CNC Controller Lab
7. Rapid Prototyping Lab
8. Automation Lab
9. Process Instrumentation
10. Metrology Lab
11. Renewable Energy Lab
12. Electrical and Energy Saving

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13. Mechatronics Lab

14. Industrial IOT Lab

### **About Shoolini University, Solan**

Shoolini University, Solan is the dream of academicians to provide high-impact, high-quality University education to lesser privileged students of Himachal Pradesh and India through research, innovative learning and community service. The University is multi-disciplinary with six faculties, having 225 plus full - time faculty, most of whom are engaged in research, 3200 plus students from 28 states and 8 countries , and one of India's most inspiring and eco- friendly campuses. In NIRF rankings Shoolini University has been consistently ranked among India's top 101 – 150 Universities with Pharmacy, Business School and Engineering Faculty ranked 39, 76-100, 112 in India respectively. In the recent Atal Rankings, the University ranked amongst top 25.

Specifically, Shoolini University has been committed to build the highest standards of research and its commitment to this cause is reflected in its

- i. h –Index of 67 which is the highest of any University established after 2009
- ii. FWCI of 2.05 which is comparable to top 10 global universities , and
- iii. 458 patents that makes Shoolini University India's 3<sup>rd</sup> highest patent filer in 2019.

### **This Memorandum of Understanding (MoU) is made between:**

**A. Punjab Engineering College (Deemed to be University), Sector-12, Chandigarh, 160012, India (PEC).**

and

**B. Shoolini University Solan - Oachghat- Kumarhatti Highway, Bajhol, Himachal Pradesh 173229**

#### **1 Objectives of MoU:**

- i. Both PEC and Shoolini University will support each other's endeavors in delivering academic programs and research activities with respect to facilities available at each other institutions.
- ii. Shoolini University will ensure its adequate numbers of UG / PG student participation for their training at CoE Siemens / Data Science/ Cyber Security.
- iii. Conduct study tours and joint consultancy and research work
- iv. Joint supervision of minor / major projects for undergraduate and postgraduate students as agreed to.
- v. Joint research activities through participation in nationally and internationally funded projects/events/joint publications/ exchange of scientific / technical information
- vi. Utilization of the infrastructural facilities available at CoE-Siemens PEC such as software, computational facility and industrial skill augmentation through modular courses or customized training for the benefits of Shoolini University at mutually agreed rates.
- vii. Joint organization of events such as short-term courses, seminars, workshops, conferences, training program, symposia, conclaves, short term courses, webinars etc. for technical skill development of students/ faculty/ industry persons.
- viii. Any other objective as mutually agreed upon.





- ix. Both parties acknowledge and understand that all financial arrangements, if any, will be subjected to prior written agreement and availability of funds for each activity/project undertaken.

## **2 Period of Validity**

The MoU would be valid for a period of Three (03) years from the date of signing by the parties. At the end of the validity period of the MoU, a fresh MoU with similar/modified terms may be considered for the renewal.

## **3 Reviews**

The MoU shall be reviewed periodically by both the parties and additions/deletions can be done with mutual consent.

## **4 Termination**

The MoU can be terminated by either party after giving one month's written notice to the other party subject to fulfilment of commitments already agreed upon. Provisions of this MoU shall continue to apply to ongoing activities until their completion.

5 The MoU constitutes the understanding between the parties hereto. Except as otherwise provided herein, no addition, amendment or modification of this MoU shall be effective unless it is in writing and signed by both parties by their respective authorized signatories. No party shall have the right to use the name or logo of another party without the prior approval of that party in writing.

## **6 Responsibilities of the parties:**

- i. Both the parties mutually agree to identify various areas of interest and depute point of contact as per the requirements with mutual consent.
- ii. The inviting party shall meet the travelling expenditure and any honorarium / remuneration as may be applicable.
- iii. Both the parties shall identify officials for accomplishing the above laid down objectives as single point of contact (SPOC). Each party shall attempt to make officials available as and when required.
- iv. Each collaboration and project will have a separate agreement/terms of contract that addresses issues such as intellectual property right (IPR), funding pattern, disclosure of confidential information etc if needed.
- v. In the event of any dispute or conflict of interest arising in the implementation of the MoU, such dispute shall be resolved by mutual discussion by both parties. All such decisions shall take into account the status of students working under this arrangement and the interest of such students shall be guarded as much as possible.

## **7 Confidential Information**

The parties recognize that in the course of providing the software, hardware and performing the services pursuant to this agreement, all parties may have access to confidential information and

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trade secrets belonging to the other and each desire that such confidential information and trade secrets remain confidential. Each party agrees that all confidential information and trade secrets communicated to one party by the other in any manner (The "Confidential Information") will be

used by the recipient party) only for the purposes which has been allowed by this Agreement. The recipient party will not disclose the other party's Confidential Information, other than to its employees, without the prior written consent of the other party. Each party will advise its employees who receive any of the other party's Confidential Information of its confidential nature.


The confidentiality provisions of this Section will not apply to any Confidential Information that:

- i. Was or becomes generally available to the public other than as a result of disclosure by the recipient party in violation of this Agreement;
- ii. Becomes available to the recipient party from a source other than the other party, provided that the recipient party has no reason to believe that such source is itself bound by a confidentiality or nondisclosure agreement with the other party or otherwise prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation;
- iii. Was in the recipient party's possession prior to receipt from the other party;
- iv. Is independently developed by the recipient party without the use of the other party's Confidential Information.

## 8 Resolution of disputes

- i. In the event any dispute or conflict of interest arising in the implementation of the MOU endeavor shall be made to resolve such dispute by way of mutual discussion between the parties. However, in case the disputes still remain, the same shall be referred to the adjudication of an independent arbitrator for which, upon invocation of the arbitration clause, the Director Punjab Engineering College shall supply a list of 3 proposed arbitrators and any one of them, as approved by the second party i.e. Shoolini University shall be appointed as sole arbitrator to adjudicate the disputes including counter claims if any as raised by the party other than one raising the claims. The arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time.
- ii. In the event of none of the nominated persons being acceptable to the second party, the party invoking the arbitration clause shall be free to approach the Punjab and Haryana High Court Chandigarh for appointment of an independent arbitrator as per the provisions of section 11 (6) or any other allied provisions of the said Arbitration and Conciliation Act, 1996 as amended from time to time.
- iii. The seat of arbitration shall be Chandigarh.
- iv. It is further provided that all other disputes, if any, arising between the parties shall be subject to the jurisdiction of the courts of law at Chandigarh.

It is required to be disclosed by the recipient party by a governmental agency or law, so long as the recipient party provides the other party with written notice of the required disclosure promptly upon receipt of notice of the required disclosure. Upon demand, or upon the termination of this Agreement, the parties shall comply with each other's instructions regarding the disposition or return of the Confidential Information in its possession or control. Upon any actual or threatened violation

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of this Section by either party, the other party will have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged and agreed that monetary damages are inadequate to protect the other party. This Section will survive the expiration or termination of this Agreement for any reason.

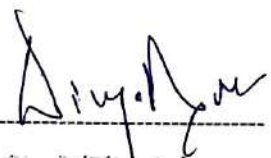
Based on the aforementioned promise(s) the parties put their signature on this MoU on this 25<sup>th</sup> day of March, 2021.

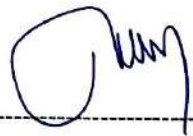
**For Punjab Engineering College Chandigarh**

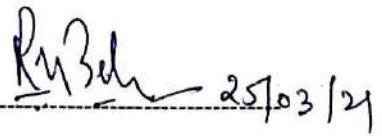
**For Shoolini University , Solan-Dachghat-  
Kumarhatti Himachal Pradesh**


  
\_\_\_\_\_  
**Director**  
Professor Dhbeeraj Sanghi  
**Punjab Engineering College**  
Director  
(Deemed to be University)  
Chandigarh

  
\_\_\_\_\_  
Professor Atul Khosla  
Vice Chancellor  
Vice Chancellor  
Shoolini University of Biotechnology,  
& Management Sciences  
SOLAN (HP)

  
\_\_\_\_\_  
Professor Divya Bansal  
Dean, Alumni, Corporate  
Relations & International  
Punjab Engineering College,  
Deemed to be University  
Chandigarh

  
\_\_\_\_\_  
Brig Neeraj Parashar, FIE  
Dean, Faculty of Engineering and Technology  
Dean, Engineering & Technology,  
Shoolini University, Solan

  
\_\_\_\_\_  
Professor R M Belokar  
Program Director, Centre of Excellence-Siemens

  
\_\_\_\_\_  
Professor Bhaskar Goel  
Head of School, Mechanical, Civil and  
Electrical Engineering

**Head**  
School of Mechanical and Electrical Engineering  
Shoolini University, Solan (H.P.)