

MEMORANDUM OF UNDERSTANDING

Between



Punjab Engineering College

(Deemed to be University)

Sector-12

Chandigarh, India

and



**International Center for AI and Cyber Security Research and Innovations (CCRI),
Asia University, Taiwan**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made on 27/07/2023

By and Between

Punjab Engineering College (Deemed to be University) Chandigarh, functions under the control of the Government of India through the Chandigarh Administration (hereinafter refer to as 'PEC, Chandigarh'), represented by its Director, having its main office at Sector-12, Chandigarh-160012

And

International Center for AI and Cyber Security Research and Innovations, Asia University, Taiwan, functions under the control of Asia University, Taiwan (hereinafter referred to as 'CCRI, Asia University, Taiwan'), represented by its Director, having its main office at the premises of Asia University, Taiwan

PEC, Chandigarh and CCRI, Asia University, Taiwan may hereinafter collectively be referred to as "**Parties**" and individually as "**Party**"

1. OBJECTIVE

The goal is to foster collaboration, provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions. PEC, Chandigarh, India and CCRI, Asia University, Taiwan agree:

- a) to exchange information on research and educational programmes.
- b) to jointly organize short-term continuing education programmes on topics of mutual interest and to invite each other's faculty to participate therein.
- c) to jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein.
- d) to jointly propose and engage in research or training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein.
- e) to exchange, on a reciprocal basis, students at Post Graduate and Doctoral levels for limited periods of time for purpose of education and /or research.
- f) to jointly arrange research activities and joint supervision of research work.
- g) to jointly develop MOOCs courses.

Punjab Engineering College, Chandigarh, India and International Center for AI and Cyber Security Research and Innovations (CCRI), Asia University, Taiwan further agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions. These terms shall include a technical description of the proposed activity, financial arrangements, and person(s) responsible for its implementation, etc.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties mutually agree hereto as follows:

2. ROLE AND RESPONSIBILITIES

2.1 ROLE AND RESPONSIBILITIES OF PEC, CHANDIGARH

- a) Identify a senior level in-house faculty member to be the Program Coordinator and provide full commitment for the successful outcomes of the program.
- b) Ensure highest level of quality to be aimed for and to be achieved at all stages of the Program in order to ensure that programs meet its stated objectives.
- c) Provide educational and research infrastructure like laboratories, library resources, audio-visual and computing support to the researchers under exchange program.

2.2 ROLE AND RESPONSIBILITIES OF CCRI, ASIA UNIVERSITY, TAIWAN

- a) Identify a senior level in-house faculty member to be the Program Coordinator and provide full commitment for the successful outcomes of the program.
- b) Ensure highest level of quality to be aimed for and to be achieved at all stages of the Program in order to ensure that programs meet its stated objectives.
- c) Provide educational and research infrastructure like laboratories, library resources, audio-visual and computing support to the researchers under exchange program.

2.3 ROLES AND RESPONSIBILITIES OF PEC, CHANDIGARH AND CCRI, ASIA UNIVERSITY

- a) PEC, Chandigarh, India and CCRI, Asia University, Taiwan agree to help identify and invite faculty members from the other institution to participate in research or development and consultancy programmes. The terms and conditions for such participation will be worked out by mutual agreement between the two institutes.
- b) PEC, Chandigarh, India and CCRI, Asia University, Taiwan agree to encourage collaboration between faculties and students from the two institutions. Specifically, institutions will encourage members and students of their faculties to undertake short visits to, or take up fixed-term visiting assignments at, each other's institution as per the existing norms. Terms and conditions for each visit or an assignment, including those concerning stipend, travel, and housing, name of the concerned faculty member or student will be worked out between the two institutes.
- c) PEC, Chandigarh, India and CCRI, Asia University, Taiwan may jointly constitute a committee of 3 - 5 members for restructuring the course curriculum keeping in view the latest industry requirements.
- d) This Memorandum of Understanding is a document of good faith and shall be followed by an Agreement on mutually agreed terms and conditions to detail out the financial implication and revenue sharing among the parties.

- e) Implementation of the MOU would be monitored on yearly basis by a steering committee comprising of three members from PEC, Chandigarh and CCRI, Asia University, Taiwan each.
- f) Any notice/communications required to be given by the parties shall be addressed to the parties at the address specified at the first page of this MoU.

3. OWNERSHIP (INTELLECTUAL PROPERTY RIGHTS)

PEC, Chandigarh, India and CCRI, Asia University, Taiwan agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-by-case basis, and will be consistent with the officially laid down IPR policies of the two institutions.

4. CONFIDENTIALITY

- i. During the tenure of the MOU, both, (PEC, Chandigarh, India and CCRI, Asia University, Taiwan) will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
- ii. Both, (PEC, Chandigarh, India and CCRI, Asia University, Taiwan) shall bind their respective personnel who come into possession or knowledge of any confidential information NOT to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.
- iii. Further both (PEC, Chandigarh, India and CCRI, Asia University, Taiwan) shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- iv. Confidential Information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally disclosed by the disclosing party under this MoU or any subsequent addendum, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However, confidential information shall not include any data or information which:

- a) Is or become publicly available through no fault of the receiving party
- b) Is already in the rightful possession of the receiving party prior to its receipt of such data or information.
- c) Is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d) Is rightfully obtained by the receiving party from a third party or is in the public domain.

- e) Is disclosed with the written consent of the party whose information it is, or
- f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

5. AMENDMENTS

Any amendment add/or addenda to the MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendments or addenda.

6. INDEMNITY

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MOU.

7. PERIOD OF VALIDITY

This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for five years, and may be continued thereafter after suitable review and agreement.

8. FORCE MAJEURE

For the purpose of this MoU, the expression “**Force Majeure**” shall mean any cause affecting the performance of a party of its obligations arising from acts, events, omissions, happenings or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) Governmental Regulations, fire, flood, earthquake, strikes, or any other disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening shall only be considered Force Majeure if it is not attributable to willful act, neglect or failure to take reasonable precautions of the affected party. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including but not limited to any damages or abetment of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations here under which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavors to continue to perform or resume performance of such obligations here under for the duration of such Force Majeure event.

9. TERMINATION

The present MoU can be terminated by either party by giving written notice to the other institution six months in advance. Once terminated, neither PEC, Chandigarh, India nor CCRI, Asia University, Taiwan will be responsible for any losses, financial or otherwise, which the other

institutions may suffer. However, both the parties will ensure that all activities in progress are allowed to complete successfully.

10. ARBITRATION/ JURISDICTION

In the event of any difference or dispute arising between the parties in connection with or concerning the observance of the terms and conditions or interpretation thereof, the same shall be jointly resolved by Director, CCRI, Asia University and an officer/office-bearer of suitable designation from PEC, Chandigarh, in a spirit of independence, mutual respect and shared responsibilities, without any resort to arbitration or other form of legal remedy including resort to court of law. However, the MoU shall be subject to the exclusive jurisdiction of the courts at New Delhi.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first above written.


For and on behalf of
Punjab Engineering College,
Chandigarh


Dr. Rajesh Kanda 27/07/2023

Head Alumni, Corporate and
International Relations
Punjab Engineering College,
Chandigarh

Dated: 27th July, 2023

Witness: 1


Dr. Poonam Saini
Associate Professor, CSE

For and on behalf of
International Center for AI and Cyber, Security
Research and Innovations, Asia University,
Taiwan


Prof. Brij B. Gupta 27/07/2023

Director
International Center for AI and Cyber, Security
Research and Innovations, Asia University,
Taiwan

Dated: 27th July, 2023

Witness: 2


Dr. Trilok Chand
Head of Department, CSE



Prof. Baldev Setia
Director
PEC, Chandigarh, India

Dated: 27th of July, 2023

Director
Punjab Engineering College
(Deemed to be University)
Chandigarh

