

Memorandum of Understanding

Between

Gujarat University,

Incorporated under the Gujarat University Act of the State Government
Ahmedabad

(Hence forth, to be referred to as GU)

And

The Centre for Entrepreneurship Development

Gandhinagar

(Hence forth, to be referred to as CED)

For the limited purpose of exchange of knowledge, research work and engaging in activities aligned with objectives of both entities.

Introduction and rationale for the MoU:

Gujarat University is the largest university of the state having 34 post-graduate departments and enormous intellectual wealth in terms of its professors, faculties, researchers and students of post-graduate, doctoral and post-doctoral level. In addition to this highly skilled brainpower, GU has enormous campus in the center of the city and state of the art infrastructure for research and education.

As an academy with social responsibility of engaging with other facets of the society, GU has always connected with other organizations to share the benefits of its knowledge and research capabilities by taking up research work.

As part of this objective, GU has now established a dedicated nodal organization in form of Gujarat University Consultancy Cell (GUCC) within its fold to deliver high quality research work in professional manner. Through GUCC, university hopes to connect with public and private sector players to cater to their research requirements.

CED is catering to needs of entrepreneurs and their work domain through highly professional approach, for which it is in constant need of good quality research work aimed for improving its functioning. As an organisation working in training, manpower management and human resource development, CED is also in constant need of training materials, training manpower and research for content generation and policy making.

Looking at the constant need of research, training and policy making support, CED seeks partnership with an organization with social as well as statutory credibility and dependability.

Looking at the credentials and skillsets available with GU and the requirements of CED, both parties have agreed to enter into a mutually benefitting relationship through execution of this MoU.

Terms of agreement:

1. GU shall enter the MoU as a research and development partner of CED purely on need bases, as and when invited by CED for a specific assignment.
2. The engagement of GU with CED for all assignments shall be through GUCC as a nodal interphase between both organizations.
3. For smoother functioning, CED shall appoint a nodal officer for its interactions with GUCC.
4. GUCC shall respond to the needs of CED as a professional service provider from assignment to assignment bases.
5. Before commencement of any assignment, CED and GUCC shall jointly develop a clear Terms of Reference (ToR) and arrive at appropriate compensation for the services.
6. GUCC shall not charge any amount for generation of ToR.
7. Based on the scope of work and quantum of delivery in the ToR, GUCC shall provide CED with a firm quote for compensation for services to be rendered.
8. GUCC and CED shall enter into a formal understanding with necessary specific terms and conditions for execution of each ToR.
9. Intellectual property rights, if generated during the course of execution of any ToR, unless otherwise specifically mentioned in the ToR, shall belong to GU.
10. GU shall retain right to publish its research and claim credit for the same.

In addition to the above operational guidelines, both parties agree that:

1. This MoU creates no binding on either party to engage into any specific assignment without mutual consent from both sides.
2. Each party agrees to serve the cause of the MoU with best intentions and unconditionally agrees to indemnify the other against any

liability resulting due to inefficiency in upholding the scope of work it is expected to cater to as per the ToR and subsequent terms of agreement, if any.


3. In case of disagreement regarding compensatory mechanism or functioning methodology after generation of ToR, CED holds all the rights to use the ToR for any purpose it considers appropriate. GUCC shall not have any claim for the services of generation of ToR.
4. By signing this MoU both parties agree to maintain confidentiality of information exchanged between them for any purpose.
5. Either party shall not release any part of the research work to any third party without getting explicit written consent from the other.

As this MoU is signed between two organizations that have a mandate to serve the society, it is aspired to be devoid of commercial interests from either side.

In case of any disagreement between both organizations, same shall be gracefully resolved using assistance from the apex offices of both organization. Any dispute that arises shall be put in front of a joint committee consisting of Director CED and VC Gujarat University for its resolution, and their decision shall be final and binding to both organisations.

Agreed upon and signed by:


Vice Chancellor (I/c)
Gujarat University


Director
Centre for Entrepreneurship
Development

Date : 06-04-2017
Place: Ahmedabad.