

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

Office of The Municipal Commissioner of Ahmedabad
Ahmedabad
(Hence forth, to be referred to as AMC office)

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.

AMC office is catering to public needs of people of the city of Ahmedabad through highly professional approach, for which it is in constant need of good quality research work aimed for improving its services. As city administrators's office serving in the age of technology, it also requires support from science and technology experts to take up problem statements and provide solutions using new developments in science and technology.

As AMC requires research and developmental support from time to time, there is a clear need for it to engage with an organization with necessary skill set. As city administration is also highly sensitive area, it is important that AMC

seeks partnership with an organization with social as well as statutory credibility and dependability.

Looking at the credentials and skill sets available with GU and the research requirements of AMC office, 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 AMC office purely on need basis, as and when invited by AMC office for a specific assignment.
2. The engagement of GU with AMC office for all assignments shall be through GUCC as a nodal inter phase between both organizations.
3. For smoother functioning, AMC office shall appoint a nodal officer for its interactions with GUCC.
4. GUCC shall respond to the research and developmental needs of AMC office as a professional service provider from assignment to assignment basis.
5. Before commencement of any assignment, AMC office 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 AMC office with a firm quote for compensation for services to be rendered.
8. GUCC and AMC office 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, coauthoring the AMC official where inputs are provided, if any and claim credit for the same with due acknowledgment of the department.

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

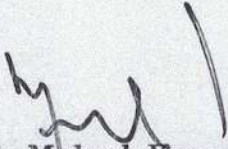
1. This MoU creates no binding on either party to engage into any specific assignment without mutual consent from both sides.

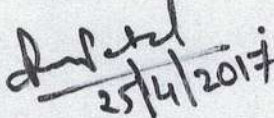
2. Each party agrees to serve the cause of the MoU with best intentions and unconditionally agrees to indemnify the other against any liability resulting due to inefficiency in upholding the scope of work it is expected to cater to as per the ToR and subsequent terms of agreement, if any.
3. In case of disagreement regarding compensatory mechanism or functioning methodology after generation of ToR, AMC office 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 Municipal Commissioner Ahmedabad and VC Gujarat University for its resolution.

Agreed upon and signed by:


Sh. Mukesh Kumar, IAS
Municipal Commissioner,
On behalf of AMC, Ahmedabad


Dr P M Patel, Registrar
On behalf of Gujarat Univ.,

Place: Ahmedabad
Dated: 25th April, 2017