MEMORANDUM OF UNDERSTANDING BETWEEN COLLEGE OF DEFENCE MANAGEMENT, SECUNDERABAD AND GUJARAT UNIVERSITY, AHMEDABAD

This Memorandum of Understanding (hereinafter "MoU") is by and between

- College of Defence Management, Secunderabad (hereinafter, "CDM"), under the aegis of Headquarters Integrated Defence Services, Ministry of Defence, as First Party.
- 2) Gujarat University, Ahmedabad, as Second Party.

(Hereinafter individually referred as "party" and collectively as "parties")

Article 1: Background

- 1 1 CDM, Secunderabad is a premier tri-service institution propagating contemporary management skills for mid and senior level military officers. The primary objective of the college is to develop management thought for effective decision-making and strategic leadership. To this end, the institute conducts its flagship course, the Higher Defence Management Course for officers of the rank of Colonel and equivalent from Indian Army, Indian Navy, Indian Air Force and Indian Coast Guard; as well as military officers from friendly foreign countries. The College constantly re-examines and refines the training process, taking environmental changes into consideration, so as to be contemporary in the field of management studies. CDM is a member of All India Management Association (AIMA) and International Project Management Association (IPMA).
- 1.2 Gujarat University is a top-ranking public state university in the state of Gujarat. It is the oldest and largest university in the state catering to higher education needs of students through 36 post-graduate departments and 221 post-graduate centers. It is an affiliating university at under-graduate level and a teaching university at post-graduate level. The university has been awarded five-star rating under Gujarat state GSIRF ranking and single digit ranking under ARIIA rankings.

Article 2: Objectives and Scope of the MoU

2.1 Under this MoU, the parties agree to following:

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- Collaborating in the field of Indic Studies with special emphasis on Ancient Indian Knowledge System (hereinafter, "AIKS") and its contemporary politicomilitary applications.
- Conducting of joint workshops/ panel discussions on AIKS as per requirements of either of the parties.

Article 3: Operation of the MoU

3.1 Under the scope of this MoU, separate agreements may be entered into by both parties for specific programmes/ projects and shall be bound by the terms and conditions contained in such agreements.

Article 4: Roles and Responsibilities of the Parties

- 4.1 Subject to defining the exact roles and responsibilities in the ToRs, the general roles and responsibilities of CDM will include the following:
 - To deploy required resources towards academic exploration in the field of Indic Studies and AIKS.
 - To facilitate the conduct of joint workshops/ panel discussions at CDM, Secunderabad.
- 4.2 Subject to defining the exact roles and responsibilities in the ToRs, the general roles and responsibilities of Gujarat University will include the following:
 - To deploy the required resources for the conduct of joint workshops/ panel discussions at CDM, Secunderabad.
 - To deploy the required resources towards assisting students and faculty of CDM in their research endeavours in the field of Indic Studies and AIKS.

Article 5: Applicable Laws and Dispute Resolution

MoU shall be governed and construed in accordance with Indian law and parties submit to exclusive jurisdiction of courts/ tribunals at Ahmedabad, Gujarat. Any dispute or difference between parties shall first be resolved by mutual consultations.

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Article 6: Confidentiality

- 6.1 Second party undertake not to disclose any information with regard to programme/ project carried out under the MoU without specific consent of first party.
- 6.2 Any information of military nature obtained by or through Second party under the MoU shall not be used for any other purpose whatever without proper consent of first party.

Article 7: Funding

7.1 The financial agreements relating to each collaborative project/programme will be in accordance to the specific agreements pertaining to the specific project/programme, executed by the parties.

Article 8: Intellectual Property, Publication, and Dissemination

- 8.1 The terms related to intellectual property, publication and dissemination will be negotiated on a project-to-project basis in the specific agreements. In general, subject to the exact provisions in the respective agreements, each party shall be able to pursue relevant publications, jointly with the other party, in the form of an article in a journal/ newspaper/ book, or other academic publications, with the help of the knowledge base acquired through the execution of the projects under this MoU.
- 8.2 All intellectual property held by a party prior to entering into this MoU or disclosed or introduced in connection with this MoU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the party introducing or disclosing it.

Article 9: Duration of MoU

- 9.1 This MoU shall come into force from the date of its signature and shall remain in force for a period of five years from the date of its entry into force. This MoU may be renewed for further periods of time by way of mutual written consent of both the parties.
- 9.2 The MoU may be terminated by either party with written notification to the other party at least 45 days prior to the effective date of termination. The termination of this MoU shall not affect the implementation and delivery of the

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programmes/projects established under it prior to such termination if such a clause is mentioned in the ToR of such project.

Article 10: Non-binding Nature of this MoU

10.1 Despite the statements and obligations expressed herein, this MoU is a non-binding expression of the current intentions of the parties, and neither party will incur nor be bound to any legal obligations or expense hereunder to the other party until and unless definitive agreements have been negotiated and approved by the necessary management levels of each party and executed and delivered by the authorized representatives of the parties.

Signed for and on behalf of the College	Signed for and on behalf of Gujarat
of Defence Management	University
(Rear Admiral Sanjay Datt, VSM) Commandant College of Defence Management Secunderabad – 500 094 Date: 24 May 20 24	(Dr. P. M. Patel) Registrar Gujarat University Ahmedabad – 380 009 Date: 14.5
Witness signed for and on behalf of the	Witness signed for and on behalf of
College of Defence Management	Gujarat University
(Brig. S. K. Nair) Head of Faculty, Strategic Studies & Behavioural Sciences, College of Defence Management Secunderabad – 500 094 Date: 24.15/2024	(Prof. (Dr.) Neerja A Gupta) Vice Chancellor Gujarat University Ahmedabad – 380 009 Date: 24/5/24