

GCCI



MEMORANDUM OF UNDERSTANDING

between

GUJARAT UNIVERSITY, Ahmedabad

and

GUJARAT CHAMBER OF COMMERCE AND INDUSTRY (GCCI), Ahmedabad

DATE: 12th December, 2017

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made

BETWEEN

Gujarat University

(Henceforth to be referred to as “GU” or “University”)

And

Gujarat Chamber of Commerce and Industry

(Henceforth to be referred to as “GCCCI”)

For the purpose of setting up a Defense and Homeland-security Research Cell

(Henceforth to be referred to as “DHRC”).

PREAMBLE

Gujarat University is an acclaimed academic institution constituted through Gujarat University Act of Gujarat Government in 1949 as a teaching and affiliating university.

GU strongly believes that knowledge is a tool to serve the society. So, it endeavors to link academic knowledge with real life problems and requirements of the society and nation.

GU believes in engaging with other stakeholders of the society to become a contributory organization.

Gujarat Chamber of Commerce & Industry (GCCCI) is an apex institution of Gujarat that works to create and sustain an environment conducive to the growth of trade and industry in Gujarat.

Founded in 1949, it has 3800 direct members which include over 200 Trade and Industry Associations and leading Regional Chambers of Commerce of the State, GCCCI is growing to serve and serving to grow.

In its efforts to promote economic growth of the Country and the State, Gujarat Chamber of Commerce and Industry has, over the years, initiated several focused and meaningful dialogues covering various micro and macroeconomic aspects of development.

GU has approached GCCCI with a proposal to set up a Defense and Homeland-security Research Cell (DHRC) at GU campus aimed at catering to the emerging requirements of defense and homeland-security of our nation as envisaged in the ambitious Make in India program of Government of India.

As an extension of this process, GCCCI has agreed to enter into a Memorandum of Understanding (MoU) with GU for setting up of the aforementioned DHRC as per following terms of agreement:

The Parties agree as follows:

1. DHRC shall function as part of Gujarat University Consultancy Cell (GUCC), an organ of GU set up to cater to research and consultancy work for public and private sector.
2. DHRC shall be a facilitator that will make all necessary efforts to link the requirements of Indian armed forces (such as Army, Navy and Air-force) and homeland-security forces (such as BSF, CRPF, ITBF and other police forces) with manufacturing and other capabilities available with the members of GCCI.
3. DHRC shall engage with defense and homeland-security players to identify their needs and find ways and means to route the same through GCCI to industries of Gujarat to help in the "Make In India" efforts.
4. DHRC shall engage with industries of Gujarat through GCCI to identify the services and product ideas suitable for defense and homeland security players and help members of GCCI to convert them into products and services that can be offered to defense and homeland-security players.
5. DHRC shall engage in independent research and development to create, establish, design and produce products and services that can be converted by GCCI members into products and services that can be offered to defense and homeland-security players.
6. DHRC shall engage with research organizations and industries from national and international area to explore new ideas and develop them into products and services that can be offered to defense and homeland-security players through GCCI.
7. The Industry sponsored research undertaken by DHRC shall be routed through GCCI. Proper branding of such research conducted through GCCI shall be done and GCCI's name, logo and references shall be included in the report wherever applicable.
8. DHRC shall function from GU premises with infrastructure made available by GU and shall be managed through a management committee consisting of 4 members nominated by GU and 3 members nominated by GCCI.
9. Vice Chancellor of GU and President of GCCI shall be ex-officio members of the management committee.
10. GU shall appoint a CEO for DHRC for professional management of the organization, who shall also serve as a Member Secretary to the management committee.
11. DHRC CEO shall be responsible for day-to-day management of the organization and shall report to the management committee.
12. DHRC shall create its own manpower structure on need basis on approval of the management committee.
13. Scope of work and executive powers of CEO shall be decided by the management committee from time to time.
14. DHRC shall act as a consultancy organization set up for a period of six years. The period shall be extendable with mutual consent to any period proposed by GU.
15. It is set up with an aim of becoming self-sustaining through consultancy receipt in a period of three years. Till this is not achieved, a budget to cater to operational costs shall be allocated to DHRC, means of finance of which shall be worked out by the managing committee.
16. Revenue generated by DHRC shall remain parked with GU and GU shall retain rights to employ the same in any purpose that it finds suitable for further development of DHRC.

17. Matching with the vision that drives its parent organizations, GU and GCCI, DHRC shall also function as a facilitator to overall industrial growth of Gujarat and hence shall engage with state government to assist SME, MSME and startup sector through various support activities by self-initiatives.

18. GU shall have exclusive rights to claim academic credits of any research work undertaken by DHRC.

19. Any IPR generated by activities undertaken at DHRC and not specifically defined in the contract of engagement shall be the property of GU.

20. Confidentiality

- 20.1 Each institution shall keep confidential the terms of this MOU and any information that it may acquire in relation to the other party's organisation and/or finances, save that these obligations shall not apply to any information which is publicly available or which an institution is required to disclose by order of a court of competent jurisdiction or by a competent authority and nothing in this MOU shall affect the obligations of GCCI and the disclosure of information pursuant to that Act shall not constitute a breach of this MOU.
- 20.2 Nothing contained in this MOU, and no action taken by the institutions pursuant to this MOU, shall be deemed to constitute a relationship between the institutions of partnership, joint venture, or (save as may be otherwise agreed) principal and agent.
- 20.3 Gujarat University may not assign the benefit or delegate the burden of this MOU or otherwise sub-contract, franchise, mortgage, charge or otherwise transfer any or all of its rights and obligations under this MOU without the prior written consent of GCCI.

It is also agreed upon by both parties to this MoU that they are engaging in good faith for a cause of the nation and shall ensure that no act or action of either party damages interests and reputation of the other.

In case of any dispute regarding the terms of agreement arises, same shall be resolved through consultations between the Vice Chancellor GU and President GCCI.

SIGNED on behalf of Gujarat University:	SIGNED on behalf of GCCI:
Dr. P.M. Patel Registrar	Shri Shailesh Patwari President
Witness:	Witness:
Dr. Himanshu Pandya Vice Chancellor	Dr. Jaimin Vasa Sr. Vice President
DATE: 12th December, 2017	
PLACE OF SIGNING: Ahmedabad	