



पंजाब पंजाब PUNJAB

AT 132398

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY,
PALAMPUR

AND

CENTRAL UNIVERSITY OF PUNJAB, BATHINDA

This Memorandum of Understanding hereinafter referred to as MoU is signed on this^{20th} day of July..... in the year 2022 between the **CSIR-Institute of Himalayan Bioresource Technology, Palampur (Himachal Pradesh)- 176061**, hereinafter called "CSIR-IHBT" which expression, unless otherwise provided, shall include its successors and assignees, on the one part and the **Central University of Punjab, VPO, Ghudda, Punjab 151 401**, hereinafter called "Central University of Punjab" which expression, unless otherwise provided, shall include its successor of assignees on the other part.

1. Preamble:

- 1.1 Whereas the Council of Scientific and Industrial Research and the University Grants Commission (UGC) have realized the need for a close linkage between National Laboratories and Universities in terms of research and academic activities. In compliance to this idea, the CSIR-Institute Of Himalayan Bioresource Technology, Palampur (H.P.)
- 1.2 and The Central University of Punjab, has been established in 2009 along with other new Central Universities by an Act of Parliament (No 25, of 2009). Central University has completed a remarkable journey of 12 years. University is accredited 'A' grade in 2016 in first accreditation cycle by NAAC and has secured 95th, 87th and 84th rank in the year 2019, 2020 and 2021 respectively in the University category of NIRF.

2. Recitals

- 2.1 AND WHEREAS both the CSIR-IHBT and the Central University of Punjab recognize that they share common goals and are desirous to establish, a cooperative arrangement towards - strengthening Indian higher education and research through mutual resource sharing.
- 2.2 AND WHEREAS both organizations are desirous to associate in all other related areas as may be agreed upon for furtherance of knowledge-based enterprises, apt technical and management skill for future technology development, exchanging of information and work towards effective Research Institutions-Academia partnerships for Human Resource Development and R&D.
- 2.3 NOW THE PARTIES (CSIR-IHBT and Central University of Punjab) HEREBY ACKNOWLEDGE AND agree to collaborate on collaborative and joint research work in the various areas of mutual interest by entering into this MoU covering the activities as detailed below:

3. Period of MoU and its Extension

- 3.1 This MoU comes into effect from the date of its signing and will remain in force till the completion of five (05) years. Its validity can be extended by mutual agreement between both the parties.
- 3.2 This MoU supersedes all the previous correspondences and discussions, undertakings and agreement between the two parties on the subject pertaining to this MoU.

4. Scope of MoU

- 4.1 The scope of the MoU will be to collaborate for research and teaching in the designated subjects of Biotechnology, Bioinformatics, Chemistry, Dietetics & Nutrition, Environmental Sciences, Molecular Biology, Chemical Sciences or any other field / discipline of mutual interest. Both the Parties hereto wish to record the following main areas of cooperation on mutually agreed terms and conditions.
- 4.1.1. Mutually sharing of infrastructural facility for pursuing research and conducting R&D programmes.
 - 4.1.2. Knowledge sharing in the field of Biotechnology, Bioinformatics, Chemistry, Dietetics & Nutrition, Environmental Sciences and Molecular Biology, Chemical Sciences or any other field / discipline of mutual interest.
 - 4.1.3. Exchange of faculty in regular courses and training programme from both the institutions as per their time and availability after approval from the Competent Authority from the concerned Institutions. For the mutual benefit of the two Institutions, there will be exchange of CSIR-IHBT and faculty members of the concerned school of Central University of Punjab.
 - 4.1.4. Collaborative and Joint research projects by the CSIR-IHBT scientists/FACULTY and faculty members of the concerned schools of Central University of Punjab through mutual sharing of the research facilities at CSIR-IHBT and Central University of Punjab.
 - 4.1.5. CSIR-IHBT and Central University of Punjab will work closely to generate appropriately trained manpower in the mutually identified areas of Science & Technology through organization of formal academic curricula, symposia, short-term training courses, etc. TA/DA for scientists and research scholars will be borne by the respective organizations. TA/DA for scientists and research scholars will be borne by the respective organizations.
 - 4.1.6. Faculty/ P.G./Ph.D. Scholars may work in other institution for a short organization period in connection with their research work. They shall be considered on duty with the parent organisation for that period. TA/DA for scientists and research scholars will be borne by the respective organizations.
 - 4.1.7. Faculty will be encouraged to deliver expert lectures/ invited talks at other institution. In such cases TADA will be borne by the host institute. These visits/ trainings would be performed with the approval of competent authority.

4.2 Responsibility of CENTRAL UNIVERSITY OF PUNJAB

- 4.2.1. Central University of Punjab will recognize CSIR-IHBT as an Accredited Centre for supervising and guiding and pursuing research, leading to PhD degree in the designated subjects of Biotechnology, Bioinformatics, Chemistry, Molecular

Biology, Dietetics & Nutrition, and Chemical Sciences or any other field / discipline of mutual interest.

- 4.2.2. Central University of Punjab will recognize CSIR-IHBT Scientists/Faculty, subject to the fulfilment of eligibility requirements as per the Act, Statutes and Ordinances of the University, as supervisors/co-supervisors for guiding/co-guiding Central University of Punjab students for their research leading to PhD degrees.
- 4.2.3. Central University of Punjab will, subject to the fulfilment of eligibility requirements as per the Act, Statutes and Ordinances of the University, confer the status of Adjunct Professor, Adjunct Associate Professor and Adjunct Assistant Professor on CSIR-IHBT scientists/Faculty depending upon their qualifications and designations, involved in collaborative research and teaching with Central University of Punjab.
- 4.2.4. Central University of Punjab shall provide access to Library and research facilities to the Scientists/Faculty and PhD students of CSIR-IHBT and that they shall be governed by the rules and regulations of the University as applicable to the faculty and research scholars of the University.

4.3 Responsibility of CSIR-IHBT

- 4.3.1 CSIR-IHBT shall provide access to its Library and research facilities to the students and faculty members of concerned schools of the Central University of Punjab and that they shall be governed by the rules and regulations as applicable to the CSIR-IHBT Scientists/Faculty.
- 4.3.2 CSIR-IHBT will provide summer training, research facilities to students (not more than 10 at a time) on chargeable basis as per extant CSIR guidelines, and CSIR-IHBT scientists will help in the preparation of teaching material for these students.
- 4.3.3 CSIR-IHBT shall arrange Hostel/Guest House accommodation for Central University of Punjab students coming for summer trainings subject to availability of accommodation and in accordance to the guidelines for accommodation charges by CSIR-IHBT.
- 4.3.4 CSIR-IHBT Scientists/Faculty recognized by the Central University of Punjab as Adjunct Professor, Adjunct Associate Professor and Adjunct Assistant Professor will be permitted to be involved in teaching and evaluation of students' performance in theory as well as practical classes in the Central University of Punjab as per their availability and consent after approval by the Competent Authority.

4.4 Collaborative Research Degree (PhD) Programme

- 4.4.1. CSIR-IHBT and the Central University of Punjab shall, subject to their rules and regulations and through mutual consultation, evolve a collaborative Research Degree (PhD) programme.
- 4.4.2. Modalities of the collaborative research degree programme shall be worked out by the two organization through mutual consultations and with due regard to the Act, Statutes and Ordinances of the Central University of Punjab and the rules and regulations governing the CSIR-IHBT.
- 4.4.3. The student shall be required to submit 'No Dues Certificate' from the Co-guide from CSIR-IHBT before submission of thesis.
- 4.4.4. The student shall submit a copy of his/her thesis to the CSIR-IHBT Library.

5. Areas of Collaborative Research

- 5.1 Areas of collaborative research shall be worked out mutually between the two parties keeping in view the research needs and priorities of the two parties and also depending upon the research expertise and research facilities available in the CSIR-IHBT and the Central University of Punjab.

6. Co-ordination & Progress Review Committee (CPRC)

- 6.1 It is agreed that the progress of this MoU shall be monitored by a Review Committee comprising Vice-Chancellor of the Central University of Punjab and the Principal/Head, CSIR-IHBT through periodic meetings.
- 6.2 Coordinator, Academy of Scientific and Innovative Research (AcSIR) at CSIR-IHBT and Dean of the School concerned from Central University of Punjab would be the coordinators for activities under this MoU.

7. Financial Terms

There shall be no financial obligations on the part of the CSIR-IHBT and Central University of Punjab. Expenditures related to sample preparation, and experimentation would be borne by respective labs at their own end.

No Liability Clause

CSIR-IHBT/ Central University of Punjab shall not be responsible for any loss or damage whatsoever, resulting due to implementation of any technology at the premises

of CSIR-IHBT/ Central University of Punjab or due to testing of the same at the premises of CSIR-IHBT/ Central University of Punjab.

8. Confidentiality Clause

9.1 Both the parties acknowledge the confidentiality of the information, which may be transferred between the parties or obtained or developed during the course of this exchange from time to time as being essential to this MoU and agree not to disclose the same to any third party. However, each party shall be free to disclose this information as is:

9.1.1. In the public domain at the time of disclosure after having mutual decision/ consent.

9.1.2. Required to be disclosed by official authorities in accordance with applicable law or regulation.

9.2 While the parties agree to co-operate and otherwise act in good faith with the view to the successful implementation, there is no financial binding on either party. This MoU is intended to mutual understanding of the parties hereto as at the date thereof.

9.3 Any notice, request or other communication required or permitted to be given under this MoU shall be in writing and shall be delivered in person or by recognized courier service or facsimile, or to the authorized persons of two organizations to be notified separately from authority of respective organization.

9.4 Each of the parties recognizes that the successful implementation of this MoU to the mutual satisfaction and benefit of both the parties will require a significant degree of cooperation and good faith on behalf of both the parties. Each of the parties resolves to act in good faith and in accordance with the spirit of this MoU to implement the provisions in accordance with the mutual desire and in the interests of the parties.

9.5 Both the parties undertake not to transfer, for any consideration to be received by it, the know-how/data obtained through this MoU to any other party in any manner whatsoever without prior written approval from authority of respective organization of each other whether within and beyond the period of this MoU. Both the parties shall take all necessary measures to ensure that the knowledge/data obtained under this MoU is not passed on or disclosed to any third party.

9.6 While the parties agree to co-operate and otherwise act in good faith with the view for successful implementation, there is no financial binding on either party. This MoU is intended to mutual understanding of the parties hereto as at the date thereof.

10. Publications

10.1 Publications, if any, in respect of the development of the know-how as envisaged with the prior mutual consent of the two parties shall be in the names of the concerned

investigators and as per publication policy/ guidelines of the respective institute. Prior publications will be avoided where a patent or patents may possibly be taken.

10.2 Publications, if any in respect of the said studies will be with the prior mutual consent of CSIR-IHBT and Central University of Punjab and shall be in the names of both the party's suitability acknowledged by CSIR-IHBT / Central University of Punjab.

10.3 Prior publications will be avoided where a patent or patents may possibly be taken.

11. Protection & Disposition of Ownership of Intellectual Property Rights

11.1 The ownership of all Background Information and Background Intellectual Property Rights generated by the parties prior to the MoU shall rest with the respective parties. However, parties shall have right to use such Background Information and Background Intellectual Property Rights for the purposes of the R&D work performed under the MoU.

11.2 All Foreground Information and Foreground Intellectual Property Rights created during the R&D work performed under the MoU shall be owned jointly by the parties.

11.3 Parties to this MoU shall confer and consult each other regarding filing of Intellectual Property Rights applications including patent applications covering Foreground Information and share equally the attendant expenditure related to filing, prosecution, grant, maintenance etc. of the same.

11.4 In the event of any extraordinary situation including infringement suits filed by third parties, parties shall initiate any action in mutual consultation and agreement.

12. Patent & Patent Infringement

12.1 If the know-how developed as a result of a study undertaken under this MoU leads to a patent or patents being taken, the parties hereto shall mutually agree whether or not to apply for a patent/s and if so in which country. Patents taken, if any, will be in joint names of the two parties and the cost of taking out a patent shall be borne by CSIR-IHBT and Central University of Punjab.

12.2 In the event of any claim or action being brought against either party to this MoU alleging infringement of a patent of a third party, the parties hereto shall mutually decide whether to defend the claim or not. The cost of defense against any such claims or action shall be borne by the two parties hereto.

12.3 In the event of patents being filed, out of the research work of a student working at CSIR-IHBT for PhD thesis under the sole supervision of scientist(s) from the CSIR-IHBT, the Central University of Punjab shall have no claim to IPRs.

12.4 In the event of patents being filed, out of the research work of a student working at Central University of Punjab for PhD thesis under the sole supervision of faculty

member(s) of the Central University of Punjab, the CSIR-IHBT shall have no claim to IPRs.

12.5 In the event of a patent being filed, out of the research work of a student working at CSIR-IHBT for PhD thesis under the joint supervision of the scientist(s) and faculty member(s) of the Central University of Punjab, the cost of patenting and any monetary benefits accruing subsequent of filing and maintaining the patents will be shared by CSIR-IHBT and Central University of Punjab on equal basis.

12.6 In the event of a patent being filed out of the collaborative research work between the faculty members of Central University of Punjab and the scientists of CSIR-IHBT the cost of patenting and monetary benefits accruing subsequent to filing and maintaining of the patents will be shared by Central University of Punjab and CSIR-IHBT on equal basis.

13. MoU and its Amendments

This MoU shall be the principal repository of the terms and conditions agreed to between the parties and no amendment thereof shall take effect or be binding on both the parties unless such amendment is authorized by them and is recorded in writing and signed by the duly authorized representatives of both the parties.

14. Termination

14.1 In case it is found by the two parties that the desired objectives cannot be achieved due to any reason(s) whatsoever, this MoU will be treated as terminated by a mutually agreed procedure without any liability on either of the party.

14.2 However, the PhD students admitted under the collaborative research supervision shall continue to be governed by the same terms and conditions till the completion of their degrees in accordance with the Act, Statutes and Ordinances of the Central University of Punjab and the rules and regulations governing the CSIR-IHBT.

15. Force Majeure

Neither party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events, such as, but not limited to Acts of God, War, Flood, Earthquakes, Strike(s), Lockout(s), Epidemics, Riots, Civil commotion etc. provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within one month of such occurrence and cessation. If the majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

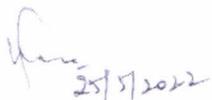
16. Arbitration

- 16.1 Except as otherwise provided elsewhere in the MoU, in the event of any dispute or difference relating to, arising from or connected with the MoU such dispute or difference shall be resolved between the parties by mutual consultation and to the satisfaction of both the parties.
- 16.2 If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and amendments thereto, if any.
- 16.3 Except as herein before provided, any dispute arising out of this Agreement, the same shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi and the decision of such (DIAC), as the case may be, shall be final and binding on both parties. The venue of arbitration shall be at New Delhi and the arbitration proceedings shall take place under the Indian Arbitration and Conciliation Act, 1996.

17. Hold Harmless

- 17.1 The CSIR-IHBT agrees to hold Central University of Punjab harmless from any claim or damages arising from the CSIR-IHBT performance of work under this contract. CSIR-IHBT shall also hold Central University of Punjab harmless without any limitation from any claims or damages raised or damages suffered by the CSIR-IHBT.
- 17.2 The Central University of Punjab agrees to hold CSIR-IHBT harmless from any claim or damages arising from the Central University of Punjab's performance of work under this contract. Central University of Punjab shall also hold CSIR-IHBT harmless without any limitation from any claims or damages raised or damages suffered by the Central University of Punjab.

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU on 20th day of July year Two Thousand and Twenty Two.


25/5/2022
REGISTRAR
Central University of
Punjab,
VPO Ghudda, Punjab 151
401


26/5/22
VICE-CHANCELLOR
Central University of Punjab,
VPO Ghudda, Punjab 151
401


20/5/22
DIRECTOR
CSIR-Institute of Himalayan
Bioresource Technology,
Palampur, H.P.

Witnesses



Dean Academic Affairs

Central University of Punjab,
VPO Ghudda, Punjab 151 401



Dean Research

Central University of Himachal Pradesh,
VPO Ghudda, Punjab 151 401.

Witnesses



Coordinator

Academy of Scientific and Innovative
Research (AcSIR),
CSIR-Institute of Himalayan Bioresource
Technology, Palampur, H.P.



Administrative Officer

CSIR-Institute of Himalayan Bioresource
Technology, Palampur, H.P.