



हरियाणा केंद्रीय विश्वविद्यालय

CENTRAL UNIVERSITY OF HARYANA

(संसद के अधिनियम संख्या-25 (2009) के तहत स्थापित, नैक से 'ए' ग्रेड प्राप्त)
(Established vide Act No. 25 (2009) of Parliament, Accredited 'A' Grade by NAAC)

जिला महेंद्रगढ़, हरियाणा - 123031, District Mahendergarh, Haryana

पत्र संख्या: CUH/VCS/2022/335

Registrar Officer, Central University of Haryana

दिनांक: 20.07.2022

सेवा में,

प्राप्ति सं/ Receipt No. 20/693
दिनांक / Dated 20/7/22

कुलसचिव,
हरियाणा केंद्रीय विश्वविद्यालय,
जांट-पाली, जिला महेंद्रगढ़, हरियाणा

विषय: एम्ओयु की मूलप्रति अद्येसित करने बारे |

महोदय,

I am directed to forward the original copy of Memorandum of Understanding (MoU) signed between the Central University of Haryana (CUH) and CSIR-Institute of Himalayan Bioresource Technology, Palampur, Himachal Pradesh to you, for information and record please.

सधन्यवाद !

भवदीय,

प्रो. रंजन अनेजा
20/7/22

Prof Neelam Sangwan may act as
Vodal Officer for this MoU
20/7/22

प्रो. रंजन अनेजा

ओ.एस.डी.

कुलपति सचिवालय

संलग्नक: उपरोक्त |



**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE
TECHNOLOGY, PALAMPUR AND CENTRAL UNIVERSITY OF
HARYANA**

This Memorandum of Understanding hereinafter referred to as MoU is signed on this **2nd 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 Haryana, Mahendragarh, Haryana- 123031**, hereinafter called “CUH” 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 (CSIR-IHBT), Palampur, and the Central University of Haryana (CUH), established under the Central Universities Act 2009, have expressed a desire to join hands for the cause of promotion of quality research and high end science and decided to sign Memorandum of Understanding (MOU) to initiate academic and research programmes between the two Institutions in the broad areas of Biosciences and Bioinformatics as per the following terms and conditions:

2. Recitals

- 2.1 AND WHEREAS both the CSIR-IHBT and the CUH 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 CUH) 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 collaboration and supervision in the Departments under School of Interdisciplinary and Applied 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 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 scientists/ faculty of CSIR-IHBT and faculty members of the concerned school of CUH.
- 4.1.4 Collaborative and Joint research projects by the CSIR-IHBT scientists/ faculty and faculty members of the concerned schools of CUH through mutual sharing of the research facilities at CSIR-IHBT and CUH.
- 4.1.5 CSIR-IHBT and CUH will work closely to generate appropriately trained manpower in the mutually agreed R&D areas 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.
- 4.1.6 Faculty/P.G./Ph.D. Scholars may work in each other institution for a short organization period in connection with their research work after approval from competent authority. 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 members will be encouraged to deliver expert lectures/ invited talks at other institution. In such cases TA/DA will be borne by the host institute. These visits/ trainings would be performed with the approval of competent authority.

4.2 Responsibility of CUH

- 4.2.1 CUH will recognize CSIR-IHBT as an accredited Centre for co-supervising and guiding and pursuing research, leading to Ph.D. degree in the designated subjects of Biotechnology, Bioinformatics, Chemistry, Molecular Biology, Dietetics & Nutrition, and Chemical Sciences or any other field / discipline of mutual interest. For the purpose, students eligible for Ph.D. enrollment under the ordinances of the university would be allowed to register for Ph.D. in the respective faculties.

- 4.2.2 CUH will recognize CSIR-IHBT scientists/faculty, subject to the fulfilment of eligibility requirements as per the Act, Statutes and Ordinances of the University, as co-supervisors for guiding CUH students for their research leading to Ph.D. degrees.
- 4.2.3 CUH shall provide access to Library and research facilities to the Scientists/Faculty and Ph.D. 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 CUH 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) 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 Haryana students coming for summer trainings subject to availability of accommodation and in accordance to the guidelines for accommodation charges by CSIR-IHBT.

4.4 Collaborative Research Degree (Ph.D.) Programme

- 4.4.1 CSIR-IHBT and the CUH shall, subject to their rules and regulations and through mutual consultation, may engage in collaborative Research Degree (M.Sc/Ph.D.) programme supervision with due regard to the Act, Statutes and Ordinances of the CUH and the rules and regulations governing the CSIR-IHBT.
- 4.4.3 The student shall be required to submit 'No Dues Certificate' from the supervisor 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, interests and research facilities available in the CSIR-IHBT and the CUH.

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 CUH, Dean Research and the Director, 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 CUH would be the coordinators for collaborative academic activities under this MoU.

7. Financial Terms

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

8. No Liability Clause

8.1 CSIR-IHBT/ CUH shall not be responsible for any loss or damage whatsoever, resulting due to implementation of any technology at the premises of CSIR-IHBT/ CUH or due to testing of the same at the premises of CSIR-IHBT/CUH.

9. 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 organisations 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 shared jointly with the prior mutual consent of CSIR-IHBT and CUH and shall be in the names of both the parties suitably acknowledged by CSIR-IHBT /CUH.
- 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 joint R&D work performed under the MoU shall be owned jointly by both 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 CUH.
- 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 Ph.D. thesis under the sole supervision of scientist(s) from the CSIR-IHBT, the CUH 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 CUH for Ph.D. thesis under the sole supervision of faculty member(s) of the CUH, 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 Ph.D. thesis under the joint supervision of the scientist(s) and faculty member(s) of the CUH, the cost of patenting and any monetary benefits accruing subsequent of filing and maintaining the patents will be shared by CSIR-IHBT and CUH on equal basis.
- 12.6 In the event of a patent being filed out of the collaborative research work between the faculty members of CUH 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 CUH and CSIR-IHBT on equal basis.

13. MoU and its Amendments

- 13.1 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 M.Phil. and Ph.D. 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 CUH and the rules and regulations governing the CSIR-IHBT.

15. Force Majeure

- 15.1 Neither party shall be held responsible for non-fulfilment of their respective obligation\ 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 In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
- 16.2 The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and /or directions, as may be required.
- 16.3 Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

17. Hold Harmless


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


IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU on 2nd day of July year Two Thousand and Twenty-Two.



Vice Chancellor
Central University of
Haryana, Mahendragarh,
Haryana


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


Witnesses

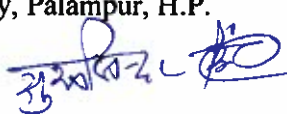

Registrar
Central University of Haryana,
Jant- Pali villages, District Mahendragarh,
Haryana

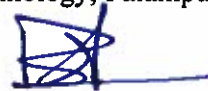

Dean Research,
Central University of Haryana,
Jant-Pali villages, District Mahendragarh,
Haryana.



Finance Officer,
Central University of Haryana,
Jant-Pali villages, District Mahendragarh,
Haryana.

Witnesses


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


Coordinator,
Business Development and Marketing
Unit (BDMU)
CSIR-Institute of Himalayan Bioresource
Technology, Palampur, H.P.


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


Finance and Accounts Officer,
CSIR-Institute of Himalayan Bioresource
Technology, Palampur, H.P.