



MEMORANDUM OF UNDERSTANDING

BETWEEN

**SWAMI RAMA HIMALAYAN UNIVERSITY
(SRHU) DEHRADUN**

AND

**CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY
(CSIR-IHBT) PALAMPUR**

FOR

**COLLABORATION ON RESEARCH & DEVELOPMENT AND
ACADEMICS INCLUDING FACULTY AND STUDENT EXCHANGE**

In furtherance of their mutual interest in the fields of education and research and as a contribution towards increasing national cooperation, Swami Rama Himalayan University (here in after referred to as SRHU), a University established under section 2(f) of UGC Act and enacted vide Uttarakhand Act No. 12 of 2013, having its registered address at Swami Ram Nagar, Jolly Grant, Dehradun-248016 (Uttarakhand), India through its Vice Chancellor, Rajendra Dobhal.

And

CSIR-Institute of Himalayan Bioresource Technology (here in after referred to as CSIR-IHBT) having its registered address at Palampur-176061, District Kangra, Himachal Pradesh, India, Estt. by Council of Scientific and Industrial Research through its Director, Dr. Sudesh Kumar Yadav have entered into this Memorandum of Understanding (MoU) on 18th September, 2023 with broad terms and conditions as follows:

ARTICLE - I

The MoU involves academic and R&D collaboration including transfer of technology (TOT) between SRHU and CSIR-IHBT (also referred to as institutions) in areas of relevance to each other.

Accordingly, the institutions as per their extant guidelines shall seek to promote or facilitate

1. Exchange of staff and students (faculty, research scholars, and research project employees) regarding academics and research in the areas of mutual interest for institutions.
2. Exchange of students for pursuing course study and research programmes for mutual benefit of institutions.
3. Collaboration in research & development programs, and consultancy activities in mutually decided areas.
4. Exchange of academic and research material, and publications/IPs (exists in public domain).
5. Cooperation in project proposals and research activities of mutual interest.
6. Collaboration in research & development in the areas of food and nutraceuticals, models for animal studies, ecology, medicinal aromatic plants, floriculture, tea sciences and any other mutually decided areas. This also includes collaboration in setting-up and upkeep of the relevant infrastructure among the institutions.
7. Joint collaboration with government organizations/ private entities/ PSUs in the mutually decided areas.
8. Jointly organization of scientific events like seminars/conferences/ workshops etc.
9. Exchange of students for summer/winter internships following the guideline prevailing in the respective institutions.
10. Intellectual Properties (IPs) and benefits arising out of commercialization of technologies generated out of co-operation under this MoU shall be jointly shared by SRHU and CSIR- IHB T on mutual consent in each case.
11. SRHU and CSIR-IHB T joint outreach programme for science education and related technological advances for social benefit.
12. This cooperation may, subject to mutual agreement in writing, be extended to mutually decided other areas not mentioned above by the both the institutions.

ARTICLE – II

Implementation of cooperation based on this MoU shall be dealt with between the relevant faculties and divisions/departments of the institutions. Wherever necessary and subject to availability of resources, a specific plan shall be worked-out for each activity mentioned above in Article – I setting forth detailed arrangements for collaboration. Such plans shall be subject to approval of the appropriate authorities of each institution. To facilitate development of such plans, each institution shall nominate a member of its staff to coordinate activities arising under this MoU.

ARTICLE – III

The institutions agree and undertake to keep confidential, at all times, any information and/or data that may be exchanged, acquired and/or shared in connection with the area of cooperation as mentioned above in ARTICLE - I (3) unless otherwise the same information already exists in the public domain and on the termination of this MoU, both institutions shall return all the information's/documents of the other institute. Provided however, nothing contained herein shall affect the ability of the institutions to make disclosure to any governmental authority or any other person under the provisions of any applicable law. The obligations of confidentiality shall come into effect upon the signing of this MoU and shall survive the termination/ expiration of this MoU.

ARTICLE – IV

Ownership of any research findings of joint research work specified shall be vested with the institutions as mentioned above in ARTICLE - I (10) of this MoU. Notwithstanding anything stated in the MoU, the MoU is free from any financial commitment of one party towards the other and also towards any other party. Each Institution will borne their expenses required to undertake activities through their own sources. However, financial arrangements in case of joint proposals for external funding to undertake research or any other activities will be case specific and both the Institutions will decide mutually on this as per project provisions.

ARTICLE – V


SWAMI RAMA HIMALAYAN UNIVERSITY
Swami Ram Nagar, Jolly Grant
Dehradun-248016, Uttarakhand, India

The MoU shall remain in force for a period of 05 (five) years commencing from the date of signing and may be reviewed/renewed by mutual consent by serving 3 (Three) months written notice to the other institution. The MoU may be amended with mutual consent of both the institutions in writing.

ARTICLE – VI

SRHU and CSIR-IHBT reserve the right to terminate this MoU by either institution giving 3 (Three) months written notice to the other. Where such termination occurs, the provisions of this MoU shall continue to apply to ongoing activities until their completion.

ARTICLE – VII

Participating staff and students involved in any activities under this MoU must adhere to laws of the country and rules & regulations of the host institutions.

ARTICLE – VIII

SRHU and CSIR-IHBT welcome establishment of this MoU for cooperation and jointly agree to the provisions as set-out above. There will be two copies of this MoU equally valid, one for each institution, effective from the date of its signing.

ARTICLE-IX GENERAL PROVISIONS

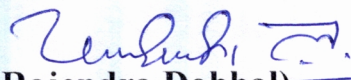
1. This MoU serves only as a record of the institutions intentions and does not constitute or create, and is not intended to constitute or create obligations, under any law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.
2. Nothing contained in this MoU is to be constituted a joint venture partnership or formal business organization of any kind between the institutions or so to constitute either institute as to the agent of the other. Neither SRHU nor CSIR-IHBT shall be liable for acts of the other.
3. The correspondence or exchange of information will be maintained by designated persons in hard and electronically. The correspondence will be done through official emails. All conversations will be maintained as minutes of the meeting and circulated among all concerned.

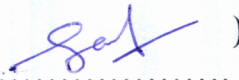
4. Either party agrees to defend, indemnify and shall accordingly hold harmless the other party, its directors, officers, employees, agents and affiliates ("Indemnified Person") from and against any losses or liabilities caused by the defaulting party, its directors/trustees, officers, employees or agents ("Personnel") and from any and all claims, damages, consequences, exposure, outgoings, prejudices, costs, taxes, duties, penalties and interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs (incurred whether in protection or defense) which may be incurred by or asserted against the Indemnified persons on account of or arising out of or resulting from the acts or omissions of defaulting party and/or its Personnel, any bodily injury or destruction of tangible property, any claims for breach by the defaulting party of any of its obligations contained in this MoU or any violation of applicable laws.
5. Each institution owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this MoU, or that it created or acquired independently of its dealings with the other institution pursuant to this MoU (collectively, "Pre-existing IP"). All rights in Pre-existing IP not expressly transferred or licensed herein are reserved to the owner.
6. Neither party shall be held responsible for non-fulfillment 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, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within 15 days of such occurrence or cessation. Soon after the cause of Force majeure has ceased, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay occurred in the affected activity. The agreed time of completion of the respective obligation under this MoU shall be extended by the period equal to the period of delay occasioned by such event. If the force-majeure conditions continue beyond three months, the parties shall then mutually decide about the future course of action.
7. In the event of any dispute or difference arising in the implementation of the MoU, such disputes shall be resolved amicably by mutual discussions by the Head of both Institutions. All such decisions shall consider the status of students working/projects under this arrangement and the interest of such students/projects shall be guarded as much as possible.

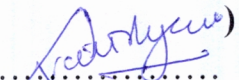
This MoU has been executed in two originals, one of which has been retained by the SRHU and the other by the **CSIR-IHBT**.

IN WITNESS WHEREOF, the Institutions have executed this MoU and represent that they approve, accept and agree to terms contained herein.

Signed for and on behalf of
Swami Rama Himalayan University
(SRHU) Dehradun


(Dr. Rajendra Dobhal) 18/09/2023
Vice Chancellor,
SRHU, Dehradun
Witness **SWAMI RAMA HIMALAYAN UNIVERSITY**
Swami Ram Nagar, Jolly Grant
Dehradun-248016, Uttarakhand, India

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.....
SRHU, Dehradun
Sandeep Badhan
Dy. Registrar

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.....
SRHU, Dehradun
Prateek Dhyani
Coordinator - Registrar Office

Signed for and on behalf of
CSIR-IHBT, Palampur

18/09/2023
(Dr. Sudesh Kumar Yadav)
Director,
CSIR-IHBT, Palampur
Witness सी.एस.आई.ओर-हिमालय जैवसंपदा प्रौद्योगिकी संस्थान
मपुर- 176061 (हि.प्र.)


(Dr. Amit Kumar)
Coordinator, Academy of Scientific &
Innovation Research (AcSIR)
CSIR-IHBT, Palampur


(Dr. Sukhjinder Singh)
Coordinator, BDMU,
CSIR-IHBT, Palampur


S.O. (G)
CSIR-IHBT, Palampur


F&AO 18/9/2023
CSIR-IHBT, Palampur