

उत्तर प्रदेश UTTAR PRADESH

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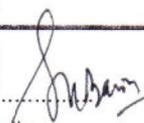


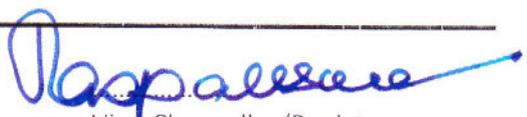
MEMORANDUM OF UNDERSTANDING

THIS MoU made and entered on this 16th day of August 2018 between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act (XXI of 1860) and having its office at Anusandhan Bhavan, 2, Rafi Marg, NEW DELHI-110001 (hereinafter referred to as CSIR) through CSIR-National Botanical Research Institute, Rana Pratap Marg, Lucknow – 226 001 (hereinafter called “CSIR-NBRI” which expression shall where the context so admits include its successors and permitted assigns) of the ONE PART.

And

Guru Nanak Dev University, Amritsar (GNDU) including its successors, assignees and legal representatives (hereafter to be known as the Second part).


Director
CSIR-NBRI, Lucknow
16/8/2018


Vice-Chancellor/Registrar
Guru Nanak Dev University,
Amritsar

GNDU and CSIR-NBRI individually referred to herein as a 'party' and collectively as the 'parties'.

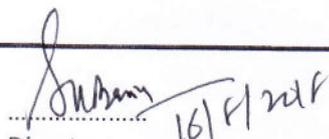
A: Preamble:

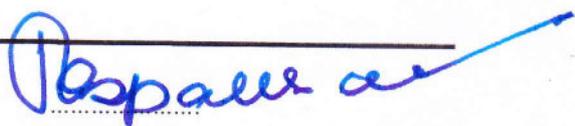
Where, CSIR-National Botanical Research Institute (CSIR-NBRI)-is amongst one of the constituent research institutes of the Council of Scientific and Industrial Research (CSIR), New Delhi. Originally set up as the National Botanic Gardens (NBG) by the State Government of Uttar Pradesh (U.P.), the institute was taken over by the CSIR in 1953. Though, initially engaged in research in classical botany, the NBG increasingly laid emphasis on applied research and developmental activities as per national needs and priorities in the field of plant sciences. NBG was renamed as National Botanical Research Institute in 1978. This name has since been correctly reflected the distinctive character and the R & D activities of this applied botanical research institution only of its type in the country.

Where, Guru Nanak Dev University, Amritsar, Punjab, established on November 24, 1969 has a long tradition of pursuing excellence in teaching and research in science, technology, humanities, social sciences, performing arts and sports. The University supports excellence and innovation in academic programmes and promotes excellence in research, scholarship and teaching.

Whereas, it is highly desirable to develop multi-disciplinary training and research through involvement and integration of diverse but relevant disciplines through synergy and knowledge sharing, and ensure dissemination of knowledge to all corners of the country;

Both parties felt that a sustained, synergetic and effective collaboration between GNDU and CSIR-NBRI will enhance the strength, and add value to, the efforts of each party;


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CSIR-NBRI, Lucknow

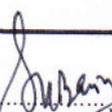

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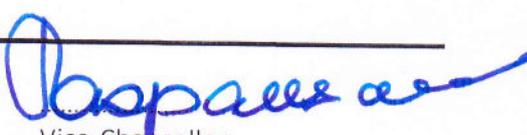
The Parties therefore agree on the objective of creating an institutional framework for enriching scientific endeavors in mutually agreed fields of research and training with the following broad objectives:

B: Broad Objectives and Scope:

Objectives

1. The current agreement seeks to establish cooperation between the CSIR-NBRI and Guru Nanak Dev University, Amritsar for synergetic collaborations in a resource-sharing and knowledge sharing environment in the field of Botanical Garden and Landscaping, Biotic/abiotic stress Management, Molecular biology and Bio-technology, Environment monitoring and mutagenesis, Biodiversity assessment, Exchange of plant materials and developmental research activities.
2. Both the parties, CSIR-NBRI and Guru Nanak Dev University, Amritsar, will engage in a series of activities to promote R&D in all aspects of safety, standardization and quality control for medicinal plants. This will be beneficial for development of quality products in the form of drugs, nutraceuticals, toiletries and cosmetics. For this, Guru Nanak Dev University, Amritsar, will develop various projects and programs in consultation with CSIR-NBRI towards achieving this goal.
3. To develop academic programmes and share expertise in training and other academic activities through joint organization of events, joint guidance of Ph.D. students, exchange of faculty and students ;
4. To develop research programmes for funding by national and international agencies;
5. To design and develop outreach activities and programmes for identified goals of GNDU and CSIR-NBRI;


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Director 16/8/2018
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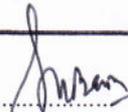

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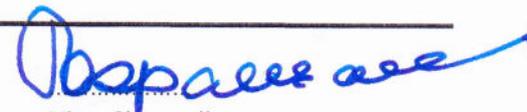
6. To develop collaborations for the use of laboratories and equipments sharing of IPR on mutually agreed terms and conditions.
7. To develop Refresher/ Orientation Courses or Short Term Certificate Programmes in the areas of plant sciences and Biomedical Sciences by Guru Nanak Dev University, Amritsar in collaboration with CSIR-NBRI as per the requirement.

C: Mode of Operation:

Both parties will provide necessary support for effective implementation of the MoU within the institutional rules and procedures

1. This MoU shall be effective from the date it is signed by both the Parties.
2. Within the broad framework of this MoU, CSIR-NBRI and GNDU can develop joint research, academic or scientific programmes, exchanges and development of facilities.
3. Any financial commitment for joint activities under this MoU shall be subject to the approval by the competent authority of the respective organizations.
4. The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee to be constituted by both the parties; each organization will appoint an internal coordinator who will organize joint meetings at regular intervals at mutually agreed locations and maintain records of agreements, work plan and progress.
5. The visitors will be bound by the Rules and Regulations as well as code of conduct of the host institution.
6. The Internal Coordination Committee will also formulate the procedure for exchange of students, faculty and other visitors, in accordance with the Rules of the host participating institutions as defined in preamble.

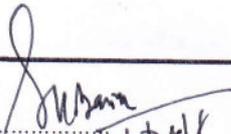

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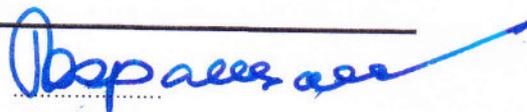

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7. The mode and quantum of resource sharing will be decided based on recommendation of the Internal Coordination Committee on the case to case basis, subject to approval of competent authority as required.
8. The Internal Coordination Committee will formulate action plans at its meetings and communicate it for necessary approvals by the concerned authorities.

D: Obligations of the Parties

1. In accordance with the clause C-4 as above, Prof. Avinash Nagpal, Professor, Department of Botanical & Environmental Sciences, GNDU, Amritsar will be the internal Coordinator from GNDU Amritsar, whereas, Dr. S.K. Tewari, Chief Scientist, CSIR-NBRI will be the internal coordinator from CSIR-NBRI, Lucknow.
2. Each party shall nominate members to the Internal Coordination Committee and notify within 15 days of signing the MoU.
3. Each Party shall provide all necessary support at its disposal and as allowed by its institutional Rules, for implementing this MoU effectively.
4. GNDU and CSIR-NBRI will recognize their scientists/teachers as guides/co-guide(s) as per the provisions in their respective ordinance for PhD programme. CSIR-NBRI as a national laboratory provides rigorous training on research methodology, literature survey and computation of data at par with the one semester course work required as per UGC norms / ordinances of GNDU, Amritsar. Hence, research students of CSIR-NBRI interested to register for Ph.D. programme of GNDU, will be completing this course at CSIR-NBRI which GNDU will appropriately recognize as Pre-Ph.D. course work leading to Ph.D. degree of GNDU.
5. CSIR-NBRI will train students and faculty members of GNDU based on need and availability of resources as per institutional procedure.


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CSIR-NBRI, Lucknow

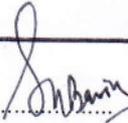

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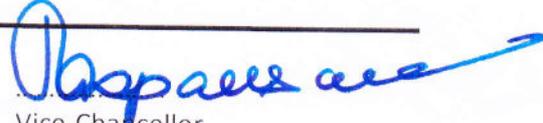
6. The Parties shall share knowledge and facilities within the institutional Rules of each Party, to:

- (a) provide access to libraries, archives, research laboratories and other facilities;
- (b) provide access to high-end instruments and equipments as mutually agreed.
- (c) encourage joint discussions on new developments, formulation of academic and writing of scientific and technical papers and projects;
- (d) share knowledge/ information and publications/magazines/literature as may be essential for the academic pursuit;
- (e) provide logistic support/guest house facility for the scientists/experts involved in this MoU at locations of both parties AND
- (f) no financial commitment from either organization shall be assumed unless a formal approval/acceptance to that effect has been accorded through signed documents by both the organizations.

E: Duration and Termination

1. This MoU shall remain in force initially for a period of three years. It may be renewed thereafter automatically for an extended period of three years unless any of the parties seek termination in writing.
2. This MoU may be terminated prior to the expiry of the MoU as indicated above with three months notice by either of the party in writing i.e. Heads of the two organizations.
3. Termination of this MoU between the participating parties shall not terminate the agreements entered between the Parties with any third party which the Parties may have entered into in executing the agreements under this MoU. The Parties shall continue to obtain the benefits of such third party agreement. After termination of MoU, neither of the Parties will be responsible for any losses, financial or otherwise,


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Director
CSIR-NBRI, Lucknow
16/1/2018

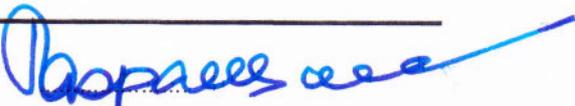

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which the other Party may suffer. Upon termination or expiry of the MoU, Parties are obliged to keep the information confidential, as agreed above.

F: Data Sharing and Intellectual Property Rights

1. No rights in Industrial and/or Intellectual Property (Including without limitation, letters, patent, registered design, software copyrights, trademark and copyright) owned by the Parties on the date of signature of this MoU and independently developed on their part are hereby granted by the owning Party to the other Party, nor shall any such rights be deemed to be granted except specified by the owning Party in writing.
2. The Intellectual Property Rights in respect of joint project (s) will be decided on case-to-case basis. Parties will mutually decide on sharing of required information by way of joint publication in journals and seminars or workshops. All publications resulting from the collaboration between the Parties will be mentioned in the scientific reports of either Party.
3. Sharing of any data generated (either observational or computational) under the aegis of this MoU shall be as per the provisions of the specific project/programme.
4. Each Party shall duly acknowledge the contribution/involvement of the other Party in a given activity in its bulletins/publications/media release/outreach and any other official communication.
5. Every member of both Parties in any activity under the aegis of this MoU shall abide by the prevailing policies of Govt. of India with respect to classified information/data. During the tenure of this MoU including extension ,if any and for *Five years* thereafter, Parties undertake on their behalf and on behalf of their employees or representatives or associates to maintain strict confidentiality and prevent disclosure thereof to any third party, all the information and data exchanged or generated during the operation of MoU.


Director 16/1/2018
CSIR-NBRI, Lucknow

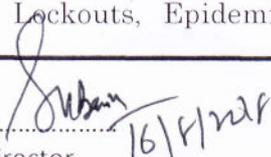

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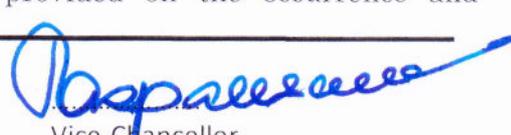
G: GENERAL PROVISIONS

1. Neither Party shall assign, or in any manner, transfer its interest or any part thereof in this MoU, except to wholly owned subsidiaries and agreed explicitly to that effect in writing. This MoU shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assignees; and
2. This MoU constitutes the entire understanding between the Parties relating to the subject matter hereof and supersedes and cancels any and all previous or collateral MoUs, negotiations, commitments, representations or understandings between the Parties with respect to this MoU, and the subject matter hereof. If any of the provisions of this MoU are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this MoU shall not render any other portion invalid; and,
3. No amendments or modifications of this MoU shall be valid unless they are made in writing by both the Parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made or executed unless otherwise agreed to.
4. This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. Nothing in this MoU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent.

H: FORCE MAJEURE

Neither Parties 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, the acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemic, Riots, Civil commotions etc. provided on the occurrence and

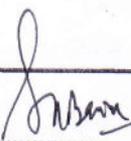

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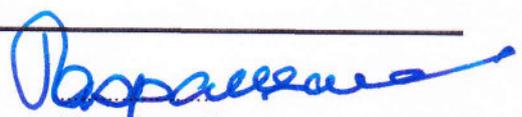

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cessation of any such event the Party affected thereby shall give a notice in writing to the other Party within 30 (Thirty) days of such occurrence or cessation. If the Force Majeure conditions continue beyond 6 (six) months, the Parties shall jointly decide about the future course of action.

J: GOVERNING LAWS AND DISPUTES RESOLUTION

1. This MoU shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.
2. This MoU is to create a framework for enriching scientific endeavors in mutually agreed fields of research through collaboration in developing and implementing new academic and research programmes and faculty and students exchange. Hence any question, doubt or dispute arising out of the interpretation of any term or usage herein or on the implementation and functioning of the various understandings forming a part of this MoU shall be resolved by the Executive Heads of the two organizations or their authorized representatives for the purpose mentioned herein by discussions and negotiations based on consensus in the spirit of developing and strengthening the mutual relationships.
3. Any unresolved dispute if any, shall be referred to Director, CSIR-NBRI Lucknow AND Dr. Preet Mohinder Singh Bedi, Professor & Head , DOPS, GNDU, Amritsar, and shall be resolved amicably between the parties.
4. Each clause of this MoU is severable and if one clause is rendered illegal or is severed, it will not render the whole MOU illegal and all clauses except severed clause shall be valid and binding between the two parties.

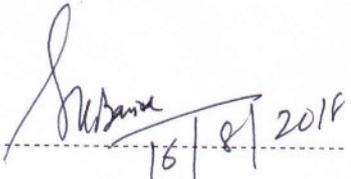
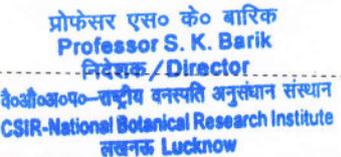
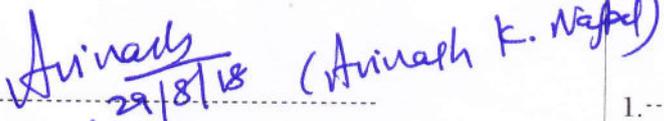
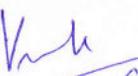
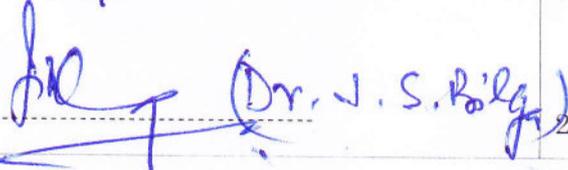

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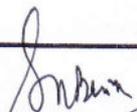

Vice-Chancellor
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K: SEAL OF THE PARTIES

In witness whereof, the PARTIES represented by their authorized representatives, set forth their hands on this the day, month and year first stated above, agreed and accepted this MoU to be signed in the presence of the following witnesses:

IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed by its duly authorized authorities as of date first written above.

For and on Behalf of GNDU, Guru Nanak Dev University, Amritsar	For and on Behalf of CSIR-NBRI, Lucknow
Vice-Chancellor, Guru Nanak Dev University, Amritsar	Director, National Botanical Research Institute (CSIR-NBRI)
Signature: 	Signature:  16/8/2018
Name: -----	Name: <u>Prof. S. K. BARIK</u>
Seal: 	Seal: 
Witnesses (Name & Signature):	Witnesses (Name & Signature):
1. <u>Aninash</u> (Aninash K. Nayak)  29/8/18	1. <u>Vivek</u> (VIVEK SRIVASTAVA) 
2. <u>Dr. J. S. Balia</u> 	2. <u>Anil</u> (ANIL K. GAUNIYAL)  SR. PRIN. SCIENTIST)


Director
CSIR-NBRI, Lucknow

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Vice-Chancellor
Guru Nanak Dev University, Amritsar

प्रोफेसर एस० के० बारिक
Professor S. K. Barik
निदेशक / Director
के०आर०अ०प०-राष्ट्रीय वनस्पति अनुसंधान संस्थान
CSIR-National Botanical Research Institute
लखनऊ Lucknow