

भारतीय न्यायिक

पचास
रुपये
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FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

हिमाचल प्रदेश HIMACHAL PRADESH

D 269825

Memorandum of Understanding

1. This Memorandum of Understanding is made on 20th November, 2019

BETWEEN:

1.1 CSIR-Institute of Himalayan Bioresource Technology, Post Bag No. 6, Palampur – 176061 (H.P.) India (hereinafter known as "CSIR-IHBT") a constituent establishment of Council of Scientific and Industrial Research, a society registered under its Societies Registration Act XXI 1860 and having its registered office at AnusandhanBhawan, 2, Rafi Marg, New Delhi (hereinafter called CSIR) of the one part.

And

1.2 SCVB Government College, Palampur – 176061 (H.P.) of the Second Part.

1.3 Each of the SCVB Government College, Palampur and CSIR-IHBT, Palampur herein are referred to as 'Party' and collectively the 'Parties'.

[Handwritten signatures]

2. Preamble:

The need of close cooperation in research and academic activities between Universities and National Laboratories has been realized by the University Grants Commission, Indian Council of Agricultural Research, Council of Scientific and Industrial Research and other organizations. SCVB Government College, Palampur and CSIR- Institute of Himalayan Bioresource and Technology (CSIR-IHBT) are interested to collaborate in various areas of activities common to these institutions. To this effect, SCVB Government College, Palampur send a request to the Director, CSIR- IHBT to sign an MoU. Both the, SCVB Government College and CSIR-IHBT, have agreed to enter into an MoU for collaborative research and academic activities of mutual interest on the terms and conditions specified below:

3. Academic and Research Cooperation between CSIR-IHBT, Palampur (HP) and SCVB Government College, Palampur (HP)

- It is agreed that the CSIR-IHBT will provide the faculty support in the area of collaboration in research activities for Under Graduate (UG) programmes. It is also agreed that:
 - a. CSIR-IHBT, Palampur and SCVB GOVERNMENT COLLEGE will undertake joint research work in the areas of mutual interests.
 - b. The concerned faculty of CSIR-IHBT and SCVB GOVERNMENT COLLEGE will formulate research projects and HRD plans for joint work with due approval of both the participating institutions.
 - c. Joint sponsored and consultancy projects could be undertaken, with both long term and short term goals, keeping in view the interests and philosophies of the respective institutions.
- **Exchange / Deputation of Faculty/ Staff/ P.G. Students**
 - i. To exchange faculty/ staff through deputation/ secondment on part time basis for a minimum possible period (depending upon the nature of job/ work) at a time for the purpose of implementation of joint tasks within the areas of co-operation. Faculty/ staff members on such deputation/ secondment shall be deemed to be on duty with the parent organisation for that period.
 - ii. That the faculty/ staff, UG students may visit and work in other institution for a short period in connection with their research work.
 - iii. That the technical personnel deputed for training shall be deemed to be on duty with the parent organisation for that period of training. The TA/DA will be borne by the parent organisations.

These deputation/ secondment, visits and training etc. would be performed with the prior approval of the competent authority.

- It is agreed that the collaboration between SCVB GOVERNMENT COLLEGE and CSIR-IHBT shall be established in the area of mutual interests of both the institutions for the advancement of research and academic interests (B.Sc. students as well as faculty/ scientists undertaking research activities in respective institutes).
- Accordingly, Scientists of CSIR-IHBT/ faculty of SCVB GOVERNMENT COLLEGE as well as students of both the institutes working in the mutually agreed areas could freely interact with each other and should be able to undertake their research work on collaboration mode.
- CSIR-IHBT agrees to extend its R&D facilities to SCVB GOVERNMENT COLLEGE for analytical and research purposes on chargeable basis and/or on collaboration basis

as per CSIR Guidelines. However, specific or need based R&D projects may be taken up on case to case basis. If successful, all efforts shall be made for joint submission of project proposals for seeking research grants to meet out the expenses (consumables, manpower, travel etc.) for proposed research activities.

- The results of work produced through the joint efforts of both the Organizations under the terms of this will be jointly owned. Disclosure of any such results to parties outside this MoU will only be done with the agreement of both the parties.
- Both the Organizations hereby agree that the Intellectual Property (IP)/ Publications generated as a result of work under this MoU should be protected jointly and the ownership shall largely depend on the extent of intellectual contribution made by members each of the Organizations. The cost of filing and maintaining IPR will also be decided on the basis of extent of intellectual contribution made by members of each Organization.
- Research findings covered under this Memorandum of Understanding shall be published upon mutual agreement among the Organizations according to normal academic practice. The publication(s) may be joint or separate as determined in each specific case, except in the case of annual reports.
- Participating faculty in the aforementioned collaboration will abide by the academic regulations of the SCVB GOVERNMENT COLLEGE/CSIR-IHBT.
- Faculty and students will be bound by the rules and regulations of both the institutions which may be amended from time to time.
- The implementation and regulation of MoU shall be monitored and discussed by the Director, CSIR-IHBT and Principal, SCVB GOVERNMENT COLLEGE from time to time, and any interim modification/alteration as may be necessary, shall be brought into force.
- The MoU shall remain valid for a period of five years w.e.f. the date of signing and shall be extendable further on mutual consent.

4. AREAS OF CO-OPERATION

The areas of cooperation will be defined and modified from time to time by the joint co-ordination committee set up by both the parties.

5. COORDINATION COMMITTEE

The following will constitute the Coordination Committee to monitor and review the collaborative programme between the two institutions:

- a. Director CSIR-IHBT or his nominee/s shall be the coordinator (area wise) from CSIR-IHBT for identified areas of cooperation. The CSIR- IHBT may nominate more than one coordinator, if needed.
- b. The Coordinator from SCVB GOVERNMENT COLLEGE for each identified area of cooperation shall be the Principal, SCVB GOVERNMENT COLLEGE.
- c. Co-coordinators will be directly responsible for areas of cooperation from the concerned Institutions.

The Coordination Committee shall function as below:

- Review the progress of the identified programmes (every six months)
- Consider the new R&D proposals for joint collaboration and implementation on case to case basis including IPR and financial arrangements.
- Consider the addition/deletion of areas of cooperation between the two Institutions during review.



- Consider the continuance of the MoU.

6. NON- DISCLOSURE

In case of joint research and consultancy projects taken up by CSIR- IHBT and SCVB GOVERNMENT COLLEGE, no party will disclose any investigation to media/any unauthorized person from each institute in any form whether electronic/print without mutual consent.

7. FORCE MAJEURE:

Neither of the Parties shall be held responsible for non-fulfilment of their respective obligations under this agreement 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, Strikes, Lockouts, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the Party affected thereby shall give a notice in writing to the other Party within one month of such occurrence or cessation. If the Force Majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

8. TERMINATION OF AGREEMENT:

- 8.1 This agreement may be terminated by either of the parties forthwith if the other Party commits breach of any of the terms hereof and shall have failed to rectify such breach within sixty days of the notice in this behalf having been served on it by the other party.
- 8.2 In addition to the reasons for termination as set forth above, this agreement may be terminated forthwith if either of the parties voluntarily or involuntarily enters into composition, bankruptcy or similar reorganization proceedings or if applications invoking such proceedings have been filed.

9. SETTLEMENTS UPON TERMINATION OF THE AGREEMENT:

All rights granted to and the obligations undertaken by the parties hereto shall cease to exist forthwith except the obligation of both the Organisations (SCVB GOVERNMENT COLLEGE and CSIR-IHBT) to keep information confidential.

10. NOTICES:

All notices and other communications required to be served on the SCVB GOVERNMENT COLLEGE under terms of this agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the SCVB GOVERNMENT COLLEGE at its last known address of business. Similarly, any notice to be given to the CSIR-IHBT shall be considered as duly served if the same shall have been delivered to, left or posted by registered mail to the CSIR at its registered address in New Delhi/ CSIR-IHBT at its address in Palampur.

11. AMENDMENTS TO THE AGREEMENT

No amendment or modifications of this agreement shall be valid unless the same is made in writing by both the parties or their authorized representative and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.



12. ASSIGNMENTS OF THE AGREEMENT

The rights and/or liabilities arising to any of the Parties to this agreement shall not be assigned except with the written consent of the other Party and subject to such terms and conditions as may be mutually agreed upon.

13. ARBITRATION

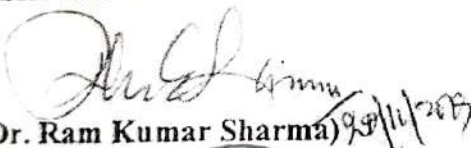
Except as hereinbefore provided, any dispute arising out of this Agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by such arbitrators or umpire and the arbitration proceedings shall take place under the Indian Arbitration and Conciliation Act, 1996.

SEAL OF PARTIES

This MoU is valid for a period of 5 (five) years starting w.e.f. date of signing 20th November, 2019 subject to further extension on mutually agreed terms and conditions. Any mid-course change/alteration/termination as introduced/suggested by the Review Committee shall also be deemed to be valid for both the institutions.


This MoU has been executed in two originals; one of these has been retained by SCVB GOVERNMENT COLLEGE and the other by CSIR-IHBT.

Signed for and on behalf of
CSIR-IHBT



(Dr. Ram Kumar Sharma)
Coordinator Academic Affairs
CSIR-IHBT, Palampur

Witness


Coordinator, BDMU
CSIR-IHBT,


Administrative Officer
CSIR-IHBT

Signed for and on behalf of
SCVB Government College


(Dr. Prajya Mishra)
Principal
SCVB GOVERNMENT COLLEGE, Palampur

Witness


(Dr. R. S. Chandel)
SCVB GOVERNMENT COLLEGE, Palampur