



MEMORANDUM OF UNDERSTANDING

Between

CSIR-Institute of Himalayan Bioresource Technology, Palampur,

Himachal Pradesh, INDIA – 176 061

hereinafter called “CSIR-IHBT” which expression, unless otherwise provided, shall include its successors and assignees, as the one party.

and

D.D.U. Gorakhpur University, Gorakhpur, INDIA – 273 009

hereinafter called “DDUGU” which expression, unless otherwise provided, shall include its successor of assignees, as the other party.

PREAMBLE

The MoU is made between CSIR-Institute of Himalayan Bioresource Technology, Palampur, 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 Anusandhan Bhawan, 2, Rafi Marg, New Delhi as one party, and DDUGU established in 1957 by the Uttar Pradesh State Universities Act, is the first university to be established in Uttar Pradesh after Independence, as the other party. Both parties (CSIR-IHBT and DDUGU) through their authorized representatives, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include successors, administrators, executors, assigns of the two parties.

The need of close cooperation in research and academic activities has been realized by the University Grants Commission, Indian Council of Agricultural Research, Council of Scientific and Industrial Research and other Public or private organizations between universities and premier National Laboratories or Institutes of National Importance of the country. In order to enhance the level of cooperation between the two institutes (CSIR-IHBT, Palampur and DDUGU) and to raise the standards of research and academic

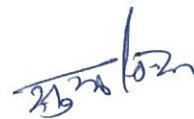
activities at each of these institutes, the need for sharing the laboratory and field facilities, faculty expertise, dissemination of technology in general, and students research, in particular, is being actively felt between the two institutes. To accomplish these goals, both, CSIR-IHBT and DDUGU, have agreed to enter into an MoU for collaborative research and academic activities of mutual interest on the terms and conditions specified below.

1. General.

- 1.1 The scope of the MoU will be to collaborate for research and teaching in the designated subjects of Biodiversity, Biotechnology, Bioinformatics, Plant Systematics, Chemical Sciences, Dietetics & Nutrition, Environmental Sciences, Molecular Biology, Agricultural Sciences or anyother field / discipline of mutual interest.
- 1.2 CSIR-IHBT scientists and faculty members of the concerned departments of DDUGU will work towards joint research projects, thereby mutually using research facilities at CSIR-IHBT and DDUGU.
- 1.3 The two parties shall extend their library facilities to the staff and students of the other party.
- 1.4 As per the availability and guidelines, CSIR-IHBT / DDUGU shall arrange Hostel / Guest House accommodation for students / scientists / faculty coming to respective institutes for training / teaching.
- 1.5 In all cases related to work under this MoU, TA/DA for scientists/faculty and research scholars will be borne by the parent organization.

2. Academic Programs.

- 2.1 For the mutual benefit of the two institutions i.e. CSIR-IHBT and DDUGU, there will be exchange of CSIR-IHBT scientists and faculty members of the concerned departments of DDUGU.
- 2.2 CSIR-IHBT and DDUGU as per their guidelines will work closely to generate appropriately trained manpower in the areas of Science & Technology through organization of academic curricula, symposia, short-term training courses etc.
- 2.3 CSIR-IHBT as per its extant guidelines (on chargeable basis) will provide summer training facilities to DDUGU students (not more than 10 at a time) and CSIR-IHBT scientists will help in the preparation of teaching material for these



students.

3. Protection & Disposition of Ownership of Intellectual Property Rights.

3.1 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.

3.2 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.

3.3 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.

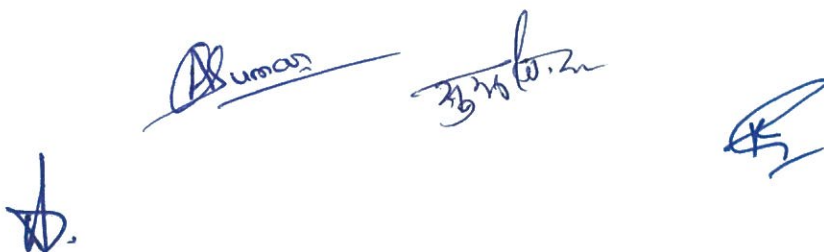
3.4 In the event of any extraordinary situation including infringement suits filed by third parties, parties shall initiate any action in mutual consultation and agreement.

4. Patent & Patent Infringement

4.1 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 jointly by CSIR-IHBT and DDUGU.

4.2 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.

4.3 In the event of a patent being filed out of the collaborative research work between the faculty members of DDUGU 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 DDUGU and CSIR-IHBT on equal basis.



Handwritten signatures in blue ink at the bottom of the page. From left to right: a stylized signature, a signature that appears to read 'A. Kumar', a signature that appears to read 'S. S. S.', and a signature that appears to read 'K. S.'.

5. The two parties undertake to resolve any dispute that may arise out of this MoU during its tenure amicably by mutual agreement.

It is agreed that the progress of this MoU shall be monitored jointly by the Vice Chancellor, DDUGU and the Director, CSIR-IHBT through periodic meetings. The MoU may be terminated if any of the parties wants to withdraw from it, upon a notice of three months.

This MoU is **valid for a period of five years** starting the date of its signing, subject to further extension on mutually agreed upon terms and conditions.

In witness whereof the parties hereto have duly executed the MoU on **17th October, 2024**.

**Signed for and on behalf
of CSIR-IHBT, Palampur**

(Dr. Sudesh Kumar Yadav)

Director
निदेशक / Director
CSIR-IHBT, Palampur
संस्था प्रौद्योगिकी संस्थान
CSIR-IHBT
Palampur (H.P.) 176061 INDIA

Witness

(Dr. Amit Kumar)

Coordinator, Academy of Scientific and
Innovative Research (AcSIR),
CSIR-IHBT, Palampur (H.P.)

(Dr. Sukhjinder Singh)

Sr. Scientist & Coordinator, BDMU
CSIR-IHBT, Palampur (H.P.)

उत्तम रम

Section Officer (G.)

CSIR-IHBT, Palampur (H.P.)

**Signed for and on behalf of
DDUGU**

(Prof. Poonam Tandon)

Vice Chancellor
DDUGU, Gorakhpur

Witness

(Prof. Anil Kumar Dwivedi)

Head, Department of Botany
DDUGU, Gorakhpur (U.P.)

(Dr. Ramwant Gupta)

Coordinator
Collaboration and Consultancy
R&D Cell, DDUGU, Gorakhpur
(U.P.)