

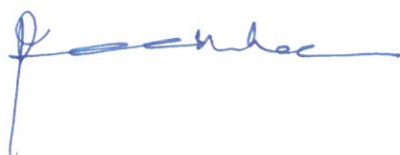
MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN AYUSH HERBS PVT. LTD. NAGROTA BAGWAN, DISTT. KANGRA,
AND
CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSALA

This Memorandum of Understanding hereinafter referred to as MoU is signed on this 7th February, 2022 between the **AYUSH HERBS PVT. LTD. NAGROTA BAGWAN, DISTT. KANGRA**, hereinafter called "AYUSH HERBS PVT. LTD." which expression, unless otherwise provided, shall include its successors and assignees, on the one part and the **Central University of Himachal Pradesh, Dharamshala, District Kangra (Himachal Pradesh)-176215**, hereinafter called "CUHP" which expression, unless otherwise provided, shall include its successor of assignees on the other part.

Preamble

Whereas the Ministry of Education (MoE) and the University Grants Commission (UGC) has realized the need for a close linkage between Industries and Universities in terms of research activities. In compliance to this idea, **Central University of Himachal Pradesh, Dharamshala (H.P.) & AYUSH HERBS PVT. LIMITED, NAGROTA BAGWAN 25, INDUSTRIAL AREA, PHASE -1, NAGROTA BAGWAN, DISTT. KANGRA, INDIA**, have expressed a desire to join hands for the cause of promotion of innovation and quality research and decided to sign Memorandum of Understanding (MOU) to initiate academic and research program between the two Institutions.

Whereas both the **Central University of Himachal Pradesh, Dharamshala (H.P.) & Ayush Herbs Pvt. Limited, Nagrota Bagwan 25, Industrial Area, Phase -1, Nagrota Bagwan, Distt. Kangra, India**, recognize that they share common goals and are desirous to establish, a cooperative arrangement towards - strengthening innovative and research through mutual resource sharing.



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 Ministry of Education (MoE).

THE FIRST PARTY represented herein by its **Dean, School of Earth and Environmental Sciences** (herein after referred as '**First Party**', the institution which expression, unless excluded by or repugnant the subject or context shall include its successors-in-office, administrators and assigns).

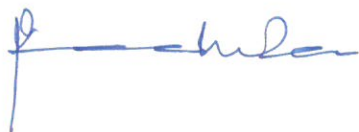
AND

AYUSH HERBS PVT. LIMITED, NAGROTA BAGWAN 25, INDUSTRIAL AREA, PHASE -1, NAGROTA BAGWAN, DISTT. KANGRA, INDIA (hereinafter referred to as "AYUSH" which term wherever it occurs shall mean and include their legal heirs, successors, agents, representatives and assigns) herein after referred to as "**Second Party**".

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is: Central University of Himachal Pradesh, Dharamshala (H.P.) for innovation related activities in the University.**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.**
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.**
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.**
- E) Ayush Herbs Pvt. Limited, Nagrota Bagwan 25, Industrial Area, Phase -1,**



Nagrota Bagwan, Distt. Kangra, India, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of *-plant extracts, herbal concoction, Ayurveda-* and related fields

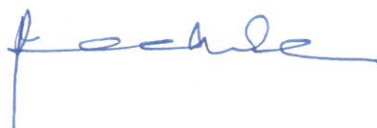
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing new range of products/ process through suitable research/ training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

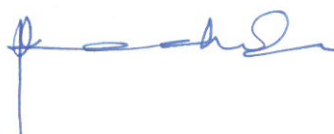
CLAUSE 2: SCOPE OF THE MoU

- 2.1 The budding Post graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry.



Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills, knowledge & opportunities.

- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in research / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaning fully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty , selected students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of plant extracts, herbal concoctions and Ayurveda. The other faculty members may be involved as per the interest and mutual agreement of both the parties.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecture to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the



terms specified herein.

- 2.9 There is no financial commitment on the part of the **Central University of Himachal Pradesh, Dharamshala (H.P.)** the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.
- 2.10 The student shall be required to submit 'No Dues Certificate' from the Co-guide on behalf of second party if any before submission of thesis.
- 2.11 The student shall submit a copy of his/her thesis to the second party.

CLAUSE 3: INTELLECTUAL PROPERTY

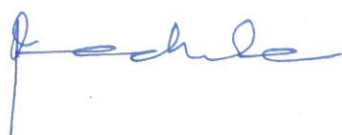
- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party. However, when both the parties have performed some joint work, it should be guarded by the due credit of intellectual properties of the parties involved. The credits can be discussed mutually and consent of both parties should be there before guarding such rights.

CLAUSE 4: VALIDITY

- 4.1 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.
- 4.2 This MoU supersedes all the previous correspondences and discussions, undertakings and agreement between the two parties on the subject pertaining to this MoU.

CLAUSE 5: FINANCIAL TERMS

- 5.1 There shall be no financial obligations on the part of the **Ayush Herbs Pvt.**



Limited, Nagrota Bagwan and Central University of Himachal Pradesh.

Expenditures related to sample preparation, and experimentation would be borne by respective labs at their own end.


CLAUSE 6: FORCE MAJEURE

6.1 Neither party shall be held responsible for non-fulfillment 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.

CLAUSE 7: RELATIONSHIP BETWEEN THE PARTIES

7.1 It is expressly agreed that **AYUSH HERBS PVT. LIMITED** and **CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSHALA (H.P.)** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the



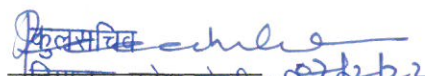
First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Dharamshala**. The Memorandum of Understanding is not only limited to the condition laid in the draft but can be amended as and when need arises as per mutual consent of both the Parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU on 7th day of February year Two Thousand and Twenty Two.

AGREED:

For, Central University of Himachal Pradesh

For, Ayush Herbs Pvt. Limited


हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय
Authorized Signatory
के निकट, धर्मशाला, कांगड़ा (हि.प्र.)-176215


Authorized Signatory

Name of Institution-Central University of Himachal Pradesh	Name of Industry-AYUSH HERBS PVT. LIMITED
Address: Central University of Himachal Pradesh Dharamshala-176215	Address: Ayush Herbs Pvt. Limited, Nagrota Bagwan 25, Industrial Area, Phase -1, Nagrota Bagwan, Distt. Kangra, India
Contact Details: 9418648086	Contact Details: 98160-51123, 8894959190
E-mails: akmahajan@rediffmail.com	E-mails: jsodhi@ayushherbs.com , info@ayushherbs.com
Web: www.cuhimachal.ac.in	Web: www.ayushherbs.com

Witness1: 
07/02/2022


Witness2: