

# MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSHALA (HP), INDIA

AND

INFORMATION AND LIBRARY NETWORK (INFLIBNET) CENTRE AN IUC OF UGC,

GANDHINAGAR

This Memorandum of Understanding hereinafter referred to as MoU is signed on this 4<sup>th</sup> day of July in the year 2017 between the Central University of Himachal Pradesh, P.O. Box - 21, Dharamshala, District - Kangra, Himachal Pradesh - 176 215, hereinafter called "CUHP" which expression unless otherwise provided, shall include its successor or assignees on the one part and Information and Library Network (INFLIBNET) CENTRE, An Inter University Centre of the University Grants Commission, Gandhinagar hereinafter referred to as "INFLIBNET", on the other part.

CUHP and INFLIBNET shall hereinafter be referred to singularly as the "party" and jointly as "the parties".

CUHP strives for Inclusive Access & Excellence in Higher Education & Research and is at par with the best Universities of the world in terms of programme offering curricular framework, pedagogy, research publications & integration. Presently it is having 11 School of Studies with different departments and is engaged in undergraduate and postgraduate studies and MPhil / PhD programs.

INFLIBNET Centre, set up in 1991 as a Project of IUCAA, has graduated to be the Inter University Centre of the University Grants Commission in 1996.

## 1. Preamble

1.1 Whereas the International Academic Community have realised the need for a close linkage between different centres of higher learning based on principles of equality & reciprocity of mutual benefits the CUHP and INFLIBNET hereby express a desire to join hands in the sphere of academic and research programs, exchange of faculty, scientists, research students, joint information tools and product development and other allied fields as per the following terms & conditions:

## 2. Recitals

2.1 AND WHEREAS both the CUHP and INFLIBNET recognise that they share common goals and are desirous to establish a cooperative arrangement towards sharing of knowledge and research through mutual resource sharing.

The parties shall at all times for the common benefit of the parties agree to use their best endeavour to ensure the success of this Memorandum of Understanding.

2.2 AND WHEREAS both organisations are desirous to associate in all other related areas as may be agreed upon for furtherance of knowledge based enterprises, apt technical and management skills for future technology development, information exchange and work towards innovative and effective research, academic partnerships for Human Resource Development and R&D.

2.3 NOW THE PARTIES (CUHP AND INFLIBNET) hereby acknowledge and agree to collaborate on collaborative and joint research work by entering into this MoU covering the activities as detailed below:

### 3. Period of MoU and its Extension

- 3.1 This MoU comes into effect from the date of its signing & shall remain in force till the completion of five (05) years subject to review and modification as mutually agreed upon.
- 3.2 Thereafter if the parties hereto wish to extend the terms of this MoU, they shall do so by an express covenant in writing.
- 3.3 Notwithstanding anything, either party may terminate this MoU by notifying the other party to its intention to terminate this MoU by a notice in writing, at least three (03) months prior to its termination date. Termination shall be without penalty.

### 4. Scope of MoU

- 4.1 The primary objective of the proposed Memorandum of Understanding is to start a collaborative doctoral research programme wherein the students will enrol themselves for their Ph.D. programs as per regulations with the Central University of Himachal Pradesh and conduct their research work at the INFLIBNET Centre or at both the institutions after completion of the period required for course work at CUHP.
- 4.2 The collaborative research programme proposed by the INFLIBNET Centre in collaboration with the Department of Library and Information Science, the Department of Computer Science and Informatics, Central University of Himachal Pradesh would be mutually beneficial for both the organizations.
- 4.3 The research work undertaken in the collaborative programme would preferably be taken in the areas of direct interest to the INFLIBNET Centre or Central University of Himachal Pradesh. Such research is likely to result into tangible products/software having applications in libraries and information centres. Such products would be made available to the Central University of Himachal Pradesh for their applications in their Central Library or in the Department of Library and Information Science or in any other Department or School of the University free of cost.
- 4.4 The existing products and services of the INFLIBNET Centre such as SOUL software would also be given to the Central Library or to the Department of Library and Information Science, Central University of Himachal Pradesh for teaching and research purposes under this collaborative arrangement free of cost.
- 4.5 The INFLIBNET Centre will extend its facilities, services and infrastructure to the faculty and research students of the Department of Library & Information Sciences, the Department of Computer Science and Informatics as well as to the Central Library, Central University of Himachal Pradesh for research and academic activities.
- 4.6 The INFLIBNET Centre and the Department of Library & Information Science, the Department of Computer Science and Informatics, Central University of Himachal Pradesh may write joint projects for sponsorship from various funding agencies.

4.7 The faculty and Scientists from both the institutions under the exchange programme may be deputed for a period of one to four weeks for delivering talks as well as for collaborative work.

4.8 The INFLIBNET Centre would extend its hosting facility and other infrastructural of the Data Centre to the Central University of Himachal Pradesh free of cost.

#### **5. Eligibility and Selection of Research Students and Approval of Research Topics**

5.1 The eligibility of the students would be as per the Ordinance of the Central University of Himachal Pradesh. The approval of research topics would also be as per Ordinances of the University.

5.2 The INFLIBNET Centre proposed to have two or more scholarship (JRF/SRF) in the area of Library and Information Sciences to be awarded to research students in the field of Library and Information Sciences. Admission to the Ph.D. program will be as per laid down procedure in the Ordinances of Central University of Himachal Pradesh as amended from time to time.

5.2 In cases of research scholar enrolling under the guidance of co-supervisor from the INFLIBNET Centre, such specialist will have to be approved by the University bodies as per Ordinances of the University as amended from time to time.

5.3 The INFLIBNET employees who wish to enrol for Ph.D. at Central University of Himachal Pradesh can have Supervisor from Central University of Himachal Pradesh and one co-supervisor from INFLIBNET Centre. The Director, INFLIBNET Centre, and other Scientists equivalent to the grade pay of Assistant Professor and above will be recognized as co-supervisor provided that they meet Central University of Himachal Pradesh requirements for research supervision and have requisite qualification to supervisor Doctoral level research.

5.4 The collaborative research programme would be announced through the websites of the INFLIBNET Centre as well as Central University of Himachal Pradesh.

#### **6. Coordination and Progress Review Committee (CPRC)**

6.1 It is agreed that the progress of this MoU shall be monitored by a Review Committee comprising the Vice-Chancellor of CUHP and the Director of INFLIBNET through periodic meetings.

6.2 Director (Research) of CUHP and Director, INFLIBNET Centre shall be the coordinators for activities under this MoU.

#### **7. Financial Implications for Intellectual property**

7.1 Any intellectual property developed on collaborative research conducted under this MoU or any contracts pertaining to fee for services rendered will be addressed on a case by case under separate agreements.

#### **8. No Liability Clause**

8.1 CUHP and INFLIBNET shall not be responsible for any loss or damage whatsoever resulting due to implementation of any technology in the premises of the other.

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## 9. Confidentiality Clause

9.1 Both the parties acknowledge the confidentiality of the information, which may be transferred between the parties or obtained or developed during the course of this exchange from time to time as being essential to this MoU and agree not to disclose the same to any third party. However, each party shall be free to disclose the information as is:

9.1.1 In the public domain at the time of disclosure.

9.1.2 Required to be disclosed by official authorities in accordance with applicable law or regulation.

9.2 Any notice, request or other communication required or permitted to be given under this MoU shall be in writing and shall be delivered in person or by recognised courier service or facsimile, or to the authorized persons of two organisations to be notified separately.

9.3 Each of the parties recognises that the successful implementation of this MoU to the mutual satisfaction and benefit of both the parties will require a significant degree of cooperation and good faith on behalf of both the parties. Each of the parties resolves to act in good faith and in accordance with the spirit of this MoU to implement the provisions in accordance with the mutual desire and in the interests of the parties.

9.4 Both the parties undertake not to transfer, for any consideration to be received by it, the know-how / data obtained through this MoU to any other party in any manner whatsoever without the prior written approval of each other whether within and beyond the period of this MoU. Both the parties shall take all necessary measures to ensure that the knowledge / data obtained under this MoU is not passed on or disclosed to any third party without mutual consultation and consent in writing.

## 10. Publications and Intellectual property rights

10.1 Publications, if any, in respect of the development of the know-how as envisaged with the prior mutual consent of the two parties shall be in the names of the investigators. Prior publications will be avoided where a patent or patents may possibly be taken.

10.2 Parties to this MoU shall confer and consult each other regarding filling 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.

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

## 11. Patent and Patent Infringement

11.1 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. The cost of taking out a patent shall be borne by CUHP and INFLIBNET jointly.

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- 11.2 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 defence against any such claims or action shall be borne by the two parties thereto.
- 11.3 If such a patent is filed under the joint supervision of CUHP/ INFLIBNET the cost of patenting and any monetary benefits accruing subsequent to filing and maintaining the patents will be shared by CUHP and INFLIBNET on equal basis.
- 11.4 In the event of a patent being filed out of the collaborative research work between the faculty members of CUHP and Scientists of INFLIBNET, the cost of patenting and monetary benefits accruing subsequent to filing and maintaining of the patents will be shared by CUHP and INFLIBNET on equal basis.

## **12. Revision, Modification and Amendment of MoU**

- 12.1 This MoU shall be the principal documents of the terms and conditions agreed to between the parties. However, either party may request in writing a revision, modification or amendment of all or any part of this MoU.
- 12.2 Any revision, modification or amendment agreed to by the parties shall be reduced into writing and shall form part of this MoU. They shall come into force on such date as may be determined by the parties by mutual agreement and shall not prejudice the rights and obligations arising from or based on this MoU before or upto the date of such change.

## **13. Termination**

- 13.1 In case it is found by the parties that the desired objectives cannot be achieved due to any reasons(s) whatsoever, this MoU will be treated as terminated by a mutually agreed procedure and shall be reduced in writing jointly without any liability on either party.
- 13.2 However even after termination, if MPhil / PhD students admitted under collaborative research supervision shall continue till the completion of their degrees in accordance with rules and regulations of CUHP and INFLIBNET.
- 13.3 Notwithstanding anything any party may terminate this MoU by notifying the other its intention to terminate in writing at least three (03) months prior to termination date. Termination shall be without penalty.

## **14. Force Majeure**

- 14.1 Neither party shall be held responsible for non-fulfilment 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, Strikes, Lockouts, 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.

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**15. Settlement of Disputes**

15.1 Any difference or dispute between the parties concerning the interpretation and / or application of any of the provision of this MoU shall be settled amicably through mutual consultation and or negotiations between the parties without reference to any third party.

**16. Hold Harmless**

16.1 CUHP and INFLIBNET agree to hold harmless from any claim or damages arising from the performance of the other during work under this contract. Without any limitation.

**17. Notices**

17.1 Any communications under this MoU shall be in writing in the English Language and shall be delivered by registered mail or sent through electronic mail only by authorised and competent authority and shall be duly acknowledged by the other.

IN WITNESS WHEREOF, the undersigned being duly authorised have signed this MoU on behalf of the both parties.

Signed on this 4<sup>th</sup> day of JULY year 2018 at place \_\_\_\_\_

FOR CUHP

*(Handwritten signature in blue ink)*

Authorised Signatory with Seal



Witness of CUHP

FOR INFLIBNET

*(Handwritten signature in blue ink)*

Authorised Signatory with Seal



Witness of INFLIBNET

*(Handwritten signature in blue ink)*

Name & Designation

Name & Designation

*(Handwritten name: Manoj Kumar, Scientist DC(1))*