



# MEMORANDUM OF UNDERSTANDING



## MEMORANDUM OF UNDERSTANDING (MOU)

ENTERED INTO BETWEEN

**CENTRAL UNIVERSITY OF HIMACHAL PRADESH**

AND

**THAKUR JAGDEV CHAND SMIRIT SODH SANSTHAN NERI, HAMIRPUR  
(H.P.)**

FOR THE ESTABLISHMENT OF ACADEMIC AND EXCHANGE PROGRAM

**THE CENTRAL UNIVERSITY OF HIMACHAL PRADESH**, hereinafter referred to as CUHP, located at Dharamshala, District Kangra, Himachal Pradesh 176215, India, represented by its Vice Chancellor, Professor Kuldip Chand Agnihotri, on the other hand, **THAKUR JAGDEV CHAND SMIRIT SODH SANSTHAN NERI, HAMIRPUR (H.P.)**, hereinafter referred to as **TJCSSS** situated at Neri, District Hamirpur, Himachal Pradesh - 177001, India represented by its Chairman, Shri Vijay Mohan Kumar Puri.

**WHEREAS, CUHP** and **TJCSSS** realise the mutual benefits of joining efforts to achieve the purposes set forth below:

**WHEREAS, CUHP** strives for inclusive access to excellence in higher education and research to emerge as a premier university of the country at par with the best universities of the world in terms of programme offerings, curricular framework, pedagogy, research, publications and integration with the world of work.

**WHEREAS, TJCSSS** strives to provide comprehensive resources related to research, publication, etc. based on Indian History Research Methodology and to fulfill the objectives of the TJCSSS laid out in their vision and to provide an environment that encourages research and an exchange of knowledge and experience between scholars and students from various disciplines.

**THEREFORE**, the parties hereto have decided to enter into this MoU pursuant to the following clauses and conditions:

### CLAUSE ONE - PURPOSE

The MoU entered into hereunder shall promote, develop and bring about educational research and allied activities, in matters of reciprocal interest of the signatory parties, which shall in due time be defined in a specific document to be signed by the parties.



# MEMORANDUM OF UNDERSTANDING



## CLAUSE TWO - FORM OF EXECUTION

For the purpose of this MoU, the parties hereby commit themselves, within their respective scope of responsibilities, in providing technical, administrative, financial and operational support for the activities that shall be developed, in particular:

- a) Promoting and fostering exchange programs, courses, seminars, internships and other activities of common interest, in accordance with the possibilities of each of the convening parties.
- b) Productively carrying out educational programmes and activities for participants from either party, in accordance with the potential of either of the programme organizing parties
- c) Cooperating in planning and implementing exchange programmes and activities of common and reciprocal interest.
- d) In conclusion of any programme and activity, parties shall jointly prepare a consolidated report of the results achieved from programme and activity convened, pursuant to this MoU.
- e) The parties in this matter shall appoint a responsible programme coordinator, who shall carry out the programmes and activities and manage the intellectual properties for the partnerships established from the MoU.

## CLAUSE THREE - OBLIGATIONS OF THE PARTIES

The parties shall further commit themselves to:

- a) Accepting, complying with, and determining that participants also comply with all legislation, norms, and technical and administrative instructions of both the parties.
- b) Contributing, by carrying out the actions and fulfilling the objectives set forth in the programmes and activities, to the better performance and result of this MoU.
- c) Ensuring the timely execution of the programmes and activities.
- d) Integrate physical and human resources necessary for the better performance of the programmes and activities.
- e) Fully complying with the participants' statutory and normative purposes, so as to safeguard their rights and prerogatives.
- f) Informing all irregularities which might occur during the programme development and execution to the programme coordinator on a regular basis.
- g) Ensuring the coordinator and other persons appointed for the programme, full access to inspect the development of the programme.





# MEMORANDUM OF UNDERSTANDING



## CLAUSE FOUR- TERMINATION

This MoU may be terminated upon agreement by the parties or unilaterally by any of the parties, provided that the interested party notifies the other party in writing, before ninety days of the effective date of the termination of this MoU, and that such termination does not affect any on-going activities till its conclusion.

## CLAUSE FIVE- IRREVOCABILITY

Any forbearance of the parties hereto with respect to violations of any clauses or conditions of this MoU shall be construed as mere liberality, and under no circumstances whatsoever shall it result in novation, modification, waiver, or loss of the right to enforce any such obligations, pursuant to the provisions of this MoU.

## CLAUSE SIX- AMENDMENTS

This MoU may be changed only upon agreement by both the parties and legally drafted by an amendment in connection therewith

**IN WITNESS WHEREOF**, having agreed to the terms and conditions set forth herein, the parties sign this instrument in two (02) counterparts of equal content, for all intents and purposes.

(Vijay Mohan Kumar Puri)  
Chairman  
THAKUR JAGDEV CHAND  
SMIRIT SODH SANSTHAN NERI,  
HAMIRPUR (H.P.)

Witnesses:

1.   
Hem Raj

2.   
29.12.2020

(Prof. Kuldip Chand Agnihotri)  
Vice-Chancellor  
CENTRAL UNIVERSITY OF  
HIMACHAL PRADESH  
DHARAMSHALA (HP)

Witnesses:

1.   
2.



# MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**REGIONAL CUM FACILITATION CENTRE  
NORTHERN REGION-1, JOGINDER NAGAR**

AND

**CENTRAL UNIVERSITY of  
HIMACHALPRADESH, DHARAMSALA**

This Memorandum of Understanding hereinafter referred to as MoU is signed on this .....21.....day of **October** in the year **2021** between the **REGIONAL CUM FACILITATION CENTRE NORTHERN REGION-1, JOGINDER NAGAR, Himachal Pradesh**, hereinafter called "RCFC-NR-1" 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.

## **1. Preamble:**

- 1.1 Whereas the Regional Cum Facilitation Centre Northern Region-1 and the University Grants Commission (UGC) have realized the need for a close linkage between National Laboratories and Universities in terms of research and academic activities. In compliance to this idea, the Regional Cum Facilitation Centre Northern Region-1 (RCFC-NR-1), Joginder Nagar and the Central University of Himachal Pradesh (CUHP), established under the Central Universities Act 2009, have expressed a



desire to join hands for the cause of promotion of quality research and high end science and decided to sign Memorandum of Understanding (MOU) to initiate academic and research programmes between the two Institutions in the broad areas of Biosciences and Bioinformatics as per the following terms and conditions:

**2. Recitals**

- 2.1 AND WHEREAS both the RCFC-NR-1 and the CUHP recognize that they share common goals and are desirous to establish, a cooperative arrangement towards - strengthening Indian higher education and research through mutual resource sharing.
- 2.2 AND 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 Human Resource Development and R&D.
- 2.3 NOW THE PARTIES (RCFC-NR-1 and CUHP) HEREBY ACKNOWLEDGE AND agree to collaborate on collaborative and joint research work in the various areas of mutual interest 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 and will remain in force till the completion of five (05) years. Its validity can be extended by mutual agreement between both the parties.
- 3.2 This MoU supersedes all the previous correspondences and discussions, undertakings and agreement between the two parties on the subject pertaining to this MoU.

#### **4. Scope of MoU**

4.1 The scope of the MoU will be to collaborate for research and teaching in the designated subjects of Biotechnology, Bioinformatics, Chemistry, and Molecular Biology, Plant Sciences, Animal Sciences or any other branch of Life Sciences or Chemical Sciences. Both the Parties hereto wish to record the following main areas of cooperation on mutually agreed terms and conditions.

4.1.1 Mutually sharing of infrastructural facility for pursuing research and conducting R&D programmes.

4.1.2 Knowledge sharing in the field of Biotechnology, Bioinformatics, Chemistry, and Molecular Biology, Plant Sciences, Animal Sciences or any other branch of Life Sciences or Chemical Sciences.

4.1.3 Exchange of faculty in regular courses and training programme from both the institutions. For the mutual benefit of the two Institutions, there will be exchange of RCFC-NR-1 scientists and faculty members of the concerned school of CUHP.

4.1.4 Collaborative and Joint research projects by the RCFC-NR-1 scientists and faculty members of the concerned schools of CUHP through mutual sharing of the research facilities at RCFC-NR-1 and CUHP.

4.1.5 RCFC-NR-1 and CUHP will work closely to generate appropriately trained manpower in the mutually identified areas of Science & Technology through organization of formal academic curricula, symposia, short-term training courses, etc. TA/DA for scientists and research scholars will be borne by the respective organizations.

#### **4.2 Responsibility of CUHP**

4.2.1 CUHP will recognize RCFC-NR-1 as an accredited Centre for supervising and guiding and pursuing research, leading to MPhil/PhD degree in the designated subjects of Biotechnology, Bioinformatics, Chemistry,

Molecular Biology, Plant Sciences, Animal Sciences or any other branch of Life Sciences or Chemical Sciences.

4.2.2 CUHP will recognize RCFC-NR-1 scientists, subject to the fulfilment of eligibility requirements as per the Act, Statutes and Ordinances of the University, as co-supervisors for guiding research leading to MPhil/PhD degrees.

4.2.3 CUHP will, subject to the fulfilment of eligibility requirements as per the Act, Statutes and Ordinances of the University, confer the status of Adjunct Professor, Adjunct Associate Professor and Adjunct Assistant Professor on RCFC-NR-1 scientists, depending upon their qualifications and designations, involved in collaborative research and teaching with CUHP.

4.2.4 CUHP shall provide access to Library and research facilities to the scientists and PhD students of RCFC-NR-1 and that they shall be governed by the rules and regulations of the University as applicable to the faculty and research scholars of the University.

#### **4.3 Responsibility of RCFC-NR-1**

4.3.1 RCFC-NR-1 shall provide access to its Library and research facilities to the students and faculty members of concerned schools of the CUHP and that they shall be governed by the rules and regulations as applicable to the RCFC-NR-1 Scientists.

4.3.2 RCFC-NR-1 will provide summer training, research facilities to students (not more than 10 at a time) and RCFC-NR-1 scientists will help in the preparation of teaching material for these students.

4.3.3 RCFC-NR-1 shall arrange Hostel/Guest House accommodation for Central University of Himachal Pradesh students coming for summer trainings subject to availability of accommodation and in accordance to the guidelines for accommodation charges by RCFC-NR-1.



- 4.3.4 RCFC-NR-1 Scientists recognised by the CUHP as Adjunct Professor, Adjunct Associate Professor and Adjunct Assistant Professor will be permitted to be involved in teaching and evaluation of students' performance in theory as well as practical classes in the CUHP.

**4.4 Collaborative Research Degree (MPhil/PhD) Programme**

- 4.4.1 RCFC-NR-1 and the CUHP shall, subject to their rules and regulations and through mutual consultation, evolve a collaborative Research Degree (MPhil/PhD) programme.

- 4.4.2 Modalities of the collaborative research degree programme shall be worked out by the two organisation through mutual consultations and with due regard to the Act, Statutes and Ordinances of the CUHP and the rules and regulations governing the RCFC-NR-1.

**5. Areas of Collaborative Research**

- 5.1 Areas of collaborative research shall be worked out mutually between the two parties keeping in view the research needs and priorities of the two parties and also depending upon the research expertise and research facilities available in the RCFC-NR-1 and the CUHP.

**6. Co-ordination & Progress Review Committee (CPRC)**

- 6.1 It is agreed that the progress of this MOU shall be monitored by a Review Committee comprising Vice Chancellor of the CUHP and the Regional Director, RCFC-NR-1 through periodic meetings.
- 6.2 Director of the RCFC-NR-1 and Dean of the School concerned from CUHP would be the coordinators for activities under this MoU.

**7. Financial Terms**

- 7.1 There shall be no financial obligations on the part of the RCFC-NR-1 and CUHP. Expenditures related to sample preparation, and experimentation would be borne by respective labs at their own end.

**8. No Liability Clause**

- 8.1 RCFC-NR-1 shall not be responsible for any loss or damage whatsoever, resulting due to implementation of any technology at the premises of CUHP or RCFC-NR-1, or due to testing of the same at the premises of CUHP or RCFC-NR-1.
- 8.2 CUHP shall not be responsible for any loss or damage whatsoever, resulting due to implementation of any technology at the premises of CUHP or RCFC-NR-1, or due to testing of the same at the premises of CUHP or RCFC-NR-1.

**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 this 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 While the parties agree to co-operate and otherwise act in good faith with the view to the successful implementation, there is no financial binding on either party. This MoU is intended to mutual understanding of the parties hereto as at the date thereof.
- 9.3 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 recognized courier service or facsimile, or to the authorized persons of two organisations to be notified separately.
- 9.4 Each of the parties recognizes 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.

9.5 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 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.

9.6 While the parties agree to co-operate and otherwise act in good faith with the view for successful implementation, there is no financial binding on either party. This MoU is intended to mutual understanding of the parties hereto as at the date thereof.

#### **10. Publications**

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 Publications, if any in respect of the said studies will be with the prior mutual consent of RCFC-NR-1 and CUHP and shall be in the names of both the parties suitably acknowledged by RCFC-NR-1/CUHP.

10.3 Prior publications will be avoided where a patent or patents may possibly be taken.

#### **11. Protection & Disposition of Ownership of Intellectual Property Rights**

11.1 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.

- 11.2 All Foreground Information and Foreground Intellectual Property Rights created during the R&D work performed under the MoU shall be owned jointly by the parties.
- 11.3 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.
- 11.4 In the event of any extraordinary situation including infringement suits filed by third parties, parties shall initiate any action in mutual consultation and agreement.

## **12. Patent & Patent Infringement**

- 12.1 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 RCFC-NR-1 or CUHP.
- 12.2 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 hereto.
- 12.3 In the event of patents being filed, out of the research work of a student working at RCFC-NR-1 for MPhil/PhD thesis under the sole supervision of scientist(s) from the NCFC-NR-1, the CUHP shall have no claim to IPRs.

12.4 In the event of patents being filed, out of the research work of a student working at CUHP for MPhil/PhD thesis under the sole supervision of faculty member(s) of the CUHP, the RCFC-NR-1 shall have no claim to IPRs.

12.5 In the event of a patent being filed, out of the research work of a student working at RCFC-NR-1 for MPhil/PhD thesis under the joint supervision of the scientist(s) and faculty member(s) of the CUHP, the cost of patenting and any monetary benefits accruing subsequent of filing and maintaining the patents will be shared by RCFC-NR-1 and CUHP on equal basis.

12.6 In the event of a patent being filed out of the collaborative research work between the faculty members of CUHP and the scientists of RCFC-NR-1 the cost of patenting and monetary benefits accruing subsequent to filing and maintaining of the patents will be shared by CUHP and RCFC-NR-1 on equal basis.

### **13. MoU and its Amendments**

13.1 This MoU shall be the principal repository of the terms and conditions agreed to between the parties and no amendment thereof shall take effect or be binding on both the parties unless such amendment is authorized by them and is recorded in writing and signed by the duly authorized representatives of both the parties.

### **14. Termination**

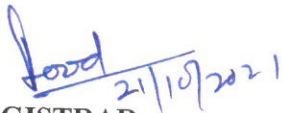
14.1 In case it is found by the two parties that the desired objectives cannot be achieved due to any reason(s) whatsoever, this MoU will be treated as terminated by a mutually agreed procedure without any liability on either of the party.


14.2 However the MPhil and PhD students admitted under the collaborative research supervision shall continue to be governed by the same terms and conditions till the completion of their degrees in accordance with the Act, Statutes and Ordinances of the CUHP.

### **15. Force Majeure**

15.1 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,

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU on  
21 day of October year Two Thousand and Twenty One.

  
**REGISTRAR**  
Central University of  
Dharamshala, Kangra, H.P.

  
**REGIONAL DIRECTOR**  
Regional Cum Facilitation  
Centre Northern Region-I  
Joginder Nagar, H.P.

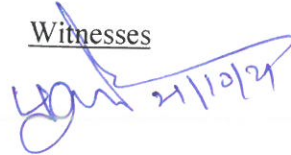
Witnesses

1.



2.

Witnesses





# MEMORANDUM OF UNDERSTANDING [MOU]

Between



**Central University of Himachal Pradesh**  
Dharamshala, Himachal Pradesh (India)

&



**Himalayan Forest Research Institute**  
Conifer Campus, Panthaghati, SHIMLA-171 013  
HIMACHAL PRADESH (INDIA)

**MEMORANDUM OF UNDERSTANDING [MOU]**  
**Between**  
**Central University of Himachal Pradesh**  
**Dharamshala, Himachal Pradesh (India)**  
**&**  
**Himalayan Forest Research Institute**  
**Conifer Campus, Panthaghati, SHIMLA-171 013**  
**HIMACHAL PRADESH (INDIA)**

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This Memorandum of Understanding (hereinafter called the "MOU") is entered into by and between:

Central University of Himachal Pradesh, Dharamshala, the premier multidisciplinary educational institution in the Northern India engaged in inter-alia, teaching, training, research & development and skill development in diverse areas of humanities, social, physical and life sciences, through the Vice Chancellor having its office at Central University of Himachal Pradesh, Camp Office, Dharamshala (hereinafter referred to as "CUHP" which expression, unless repugnant to the context or meaning thereof, shall include its successor(s), administrator(s) or permitted assigns), of the **FIRST PART**

AND

Himalayan Forest Research Institute (HFRI), Panthaghati, Shimla is one of the nine Regional Research Institutes of *Indian Council of Forestry Research & Education (ICFRE)*, Dehradun, Uttarakhand, an Autonomous Body under the Ministry of Environment, Forest & Climate Change, Government of India. The Institute came into existence during 1998 on the upgradation of High Level Conifers Regeneration Research Centre, Shimla, established in 1977 primarily to develop technology for the regeneration of Fir and Spruce. The mandate of the Institute is to carry out forestry research in the areas of Biodiversity Assessment, Modeling, Conservation, Inspect-Pests and Disease Management, Planting Stock Improvement of Conifers and broadleaved associates, Agroforestry Practices in Lower, Mid and Higher Hills and Cold Desert region, Cultivation and Sustainable Harvesting of Medicinal Plants, Eco-restoration of Cold Deserts and mined out areas and Dissemination of Research Findings to various Stakeholders through Extension Activities, etc. The jurisdiction of HFRI for forestry research and extension activities covers the state of Himachal Pradesh and Union Territories of Jammu & Kashmir and Ladakh.



"CUHP" and the "HFRI" are hereinafter individually referred to as the "Party" and collectively as "Parties"

## 1. PURPOSE AND SCOPE OF THE AGREEMENT

- The purpose of this Memorandum of Understanding between the two parties is to provide a framework for the proposed collaboration for pursuing quality research and building a new generation of highly skilled human resource; providing entirely new opportunities for employment and economic development, with main focus on environment, bio-resource, skill development, livelihood opportunities, science and technology, biotechnology, health and wellness lifestyle domain of the Indian Himalayan Region (IHR).
- The exchange of experience and scientific knowledge between the two institutions will be of great interest for their mutual progress and also for the service of the society.
- Thus understanding the strength of each party in the field of Science & Technology, Environment & Climate Change, Biotechnology & Skilled HR, the CUHP and HFRI have agreed to enthusiastically promote and facilitate the said goals and work jointly within the shortest possible time with least procedural and bureaucratic delays.

## 2. PREAMBLE

Need for close linking of National Research Organizations/ laboratories with the Universities has been recognized by different scientific Ministries, Departments and other agencies, including the Ministry of Environment, Forest & Climate Change (MoEF&CC) and the University Grants Commission (UGC). In compliance to this felt need, the Himalayan Forest Research Institute (HFRI) and the Central University of Himachal Pradesh (CUHP), have decided to enter into a Memorandum of Understanding (MoU) as per the following terms and conditions:

### 2.1 Start-up Activities

- 2.1.1 Both parties agree upon to undertake taking up the joint R&D initiatives at the earliest in the relevant fields.
- 2.1.2 Both parties agree to prepare and submit joint projects of mutually agreed subjects to various funding agencies in State, Government of India including DST, DBT, ICMR, NMPB, etc. and other agencies, after signing the MoU.
- 2.1.3 HFRI and CUHP agree to work in synergy with various departments of both the parties for R & D activities.

### 2.2 The Anticipated Long Term Activities:

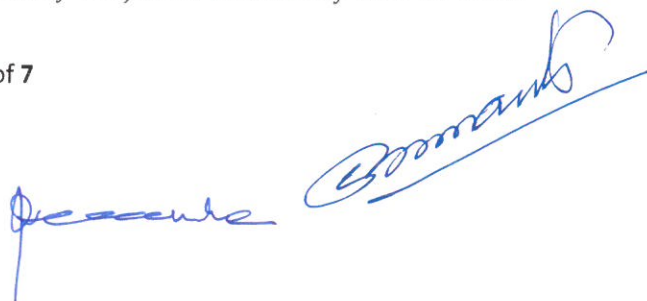
- 2.2.1 Creating highly skilled Human Resource, ready to work manpower and, better quality of life for the society and Indian Himalayan Region (IHR) in particular.



- 2.2.2 Attracting world-class talent & technology for the benefit of the IHR and the society.
- 2.2.3 Training local Human Resource, rural people, harnessing the Bio-resources of the State, and Interfacing with Local Academic and other Talent and Cultivating the Entrepreneurial Spirit in the Region.
- 2.2.4 Sharing respective important R&D facilities in order to promote academic and research activities to intensify the high priority area programmes of science and technology keeping in view the interest and philosophies of both the institutes and within the framed rules governing the two organizations.

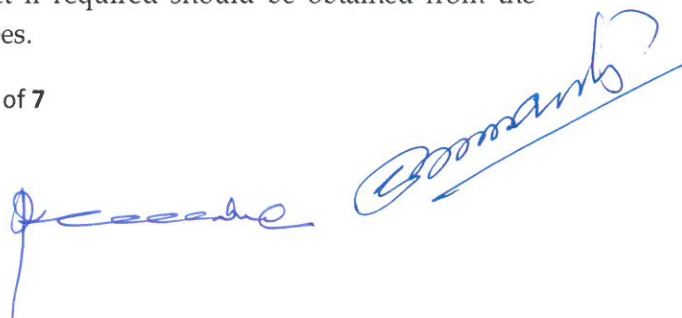
### 3. GENERAL

- 3.1 HFRI Scientists and CUHP faculty members of the Life Science, Environmental Science, Biotechnology, Biosciences, Institute of Integrated Himalayan Studies (IHS), Physical Science, Chemistry, Physics, Mathematics, Computer Science, Social Sciences, Economics, Geography, Sociology, IMS, IVS-Tourism, Geology, Agricultural Ergonomics Research Centre, Planning Research Corporation and Tribal Studies etc. will work towards joint research projects thereby mutually using research facilities developed/to be developed at HFRI and CUHP.
- 3.2 The faculty and students of the Life Science, Physical Science, Social Science and Humanities and other Departments of CUHP shall be allowed the use of library, computer and internet facilities of HFRI subject to the terms and conditions of HFRI. Scientists and Ph.D. Students of HFRI shall likewise be given the above mentioned facilities at CUHP subject to the terms and conditions of CUHP.
- 3.3 The faculty and students, as given in Para 4.1 shall be issued identity cards upon individual requests, through concerned HoDs/Dean of Concerned Faculties of CUHP, to be shown to authorities of the Institute as per HFRI rules so as to provide access to laboratories and other facilities of the Institute depending upon availability. Similarly, HFRI staff and research scholars will be provided access to CUHP facilities upon production of authentic identity cards/papers, issued by HFRI. However, prior intimation/approval needs to be taken from respective organizations/HoDs.
- 3.4 CUHP will recognize and accept the eligible HFRI Scientists for supervising research leading to the award of Ph.D. Degree as per the provisions of Ordinance for the Ph. D. programme of the University. HFRI, as a Research Centre, shall be duly recognized by CUHP, as per terms and conditions of CUHP.
- 3.5 Wherever required, HFRI shall provide hostel/guest house accommodation for CUHP faculty members and students coming to HFRI for research/collaboration work, subject to availability and on usual terms and conditions. Likewise, CUHP shall also make available hostel/guest house accommodation for HFRI scientists/research scholars/visiting faculty subject to availability and on usual terms and conditions.



#### 4. ACADEMIC AND DEVELOPMENTAL PROGRAMMES

- 4.1 For the mutual benefit of the two institutions, i.e. HFRI and CUHP, there can be exchange of HFRI Scientists and faculty members of the Life Science, Physical Science, Environmental Studies, Chemistry, Geography, Sociology, Biotechnology Departments and other related Departments of CUHP.
- 4.2 HFRI and CUHP Scientists/faculty members will help each other in preparing common observational/research programmes under intimation to the Head of the Institution.
- 4.3 While registering HFRI faculty/Research Scholars for Ph.D./D.Sc./D.Litt. degree in the CUHP subjects related to Life Science, Botany, Zoology, Environmental Science, Chemistry, Mathematics, Computer Science, Geography, Sociology, Microbiology, Biotechnology Departments, Physics, Tourism, Economics and other related subjects, the rules related to Ph.D./D.Sc./D.Litt. degree of CUHP will be valid. Faculty/Research scholars working at HFRI projects will be allowed for registration of Ph.D. degree of CUHP, under joint supervision of HFRI Faculty and one faculty from CUHP as per CUHP norms.
- 4.4 Faculty/students from CUHP will be allowed to carry out a part of research work at HFRI and CUHP depending upon nature of the research topic and also the availability of laboratory space/facilities and under co-supervision of HFRI faculty. However, cost-intensive lab work experiments would be considered on case-to-case basis by the Director, HFRI and Vice Chancellor, CUHP.
- 4.5 Publications and patents (if any) emanating from joint research work carried out at HFRI & CUHP will be the property of both.
- 4.6 HFRI and CUHP will work closely to generate appropriately trained manpower in areas of individual/mutual competence through organization of symposia, short term training courses, etc.
- 4.7 HFRI will provide summer/winter training facilities/Dissertation to selected P.G. students of CUHP, depending upon availability of space and HFRI Scientists will help in the preparation of project reports of these students. Research outcome during the training will be the property of HFRI, and no publications can be made without the written consent of the Supervisor (HFRI Scientist).
- 4.8 The faculties of CUHP and HFRI will explore the possibility of jointly seeking funds for conducting collaborative research from India and foreign agencies with due approval of both the participating parties.
- 4.9 The joint sponsored and consultancy projects may be undertaken with both long-term and short-term goal(s), keeping in view the interest, strength(s) and philosophies of both the parties.
- 4.10 The ethical clearance for each project if required should be obtained from the respective Institute's Ethics Committees.





## 5. Miscellaneous:

- 5.1 **Confidentiality and Non-Disclosure:** The Parties agree that in view of confidential, proprietary information, data and documents will be shared under a non-disclosure / confidentiality agreement between the parties.
- 5.2 **Amendments:** This MOU shall not be varied or amended unless such variation or amendment is agreed in writing by the competent authorities of both the parties.
- 5.3 **Notices:** All the notices to the Parties in respect to the matters covered under this MOU shall be in writing delivered to the Parties at its notified addresses in Shimla or at Dharamshala and also through their registered E-Mail.

### In case Central University of Himachal Pradesh:

*Recipient:*

Attention: **Registrar**

Telephone: 01892-229330

E-mail: registrar@hpcu.ac.in

### In case of HFRI

*Recipient:*

Attention: **Director**

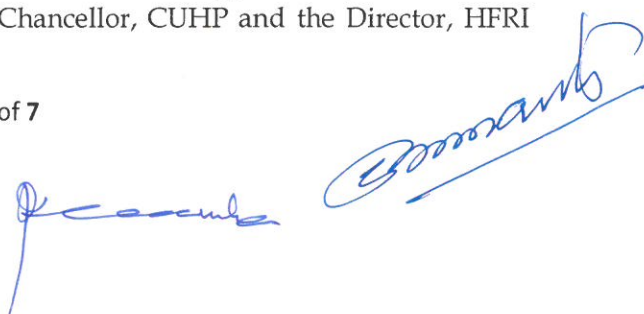
Telephone: 0177-2626778

E-mail: dir\_hfri@icfre.org

- 5.4 Notwithstanding anything contained hereinbefore, if any difficulty/dispute arises in the actual working of this MOU, the decision of the Vice Chancellor - CUHP and Director HFRI or their nominees shall be final and binding.

## 6. Execution of this Agreement

- 6.1 The Parties represent and warrant to each other that the individual signing on their respective behalf has been duly authorized and empowered to execute and deliver this Agreement and the Agreement, when fully signed and delivered, is binding on both the parties i.e. the "CUHP" and "HFRI". This MOU is valid till the time both the parties mutually consent to work together in synergy with each other.
- 6.2 It is agreed that the progress of this MOU will be monitored by the Vice-Chancellor, CUHP and the Director, HFRI through periodic meetings. Any change/modification/termination as introduced/suggested by the Review Committee (comprising of the Vice Chancellor, CUHP and the Director, HFRI



and such other members as may be mutually decided by them) shall be acceptable to both the institutions.

- 6.3 This Agreement is being executed in multiple copies each of which shall be deemed to be an original, under seal, **this ....<sup>rd</sup> day of December, 2021.**


7. **IN WITNESS WHEREOF**, both the parties hereto have set their hands onto this Memorandum of Understanding (MOU) on the day, month and year first above written in the presence of:

Signed this day of ..... December, 2021

Place:

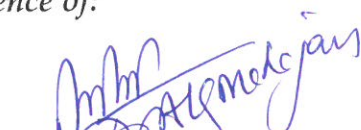
  
23/12/2021  
Director

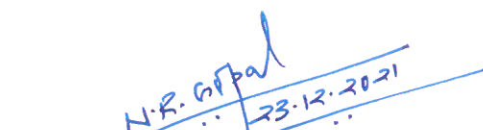
Himalyan Forest Research Institute  
Shimla, 171005, Himachal Pradesh

  
23/12/21  
Registrar

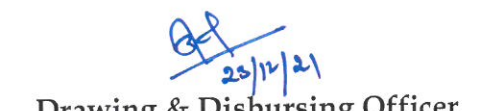
Central University of Himachal Pradesh,  
Dharamshala-176215, Himachal Pradesh

*In the presence of:*

  
23/12/2021  
Director, IQAC  
CUHP, Dharamshala

  
23.12.2021  
Head  
Department of English, CUHP

  
23/12/2021  
Group Coordinator Research  
Himalyan Forest Research Institute  
(HFRI)

  
23/12/21  
Drawing & Disbursing Officer  
Himalyan Forest Research Institute  
(HFRI)

## MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is being executed at 23<sup>rd</sup> on this day of March 2020 between Indian Red Cross Society, National Headquarters, (IRCS for short), 1, Red Cross Road, New Delhi-110001, through \_\_\_\_\_, Indian Red Cross Society, National HQ (hereinafter referred to as Party of the First Part) along with its Himachal Pradesh State Branch (hereinafter referred to as Party of the Second Part)

AND

Central University of Himachal Pradesh for implementation of Programs through the Vice-Chancellor, Central University of Himachal Pradesh (hereafter referred to as Party of the Third Part).

AND WHEREAS the First and Second Party are a statutory humanitarian organization established in 1920 by the Parliament under Indian Red Cross Society Act, XV of 1920. It is the largest statutory humanitarian organization with a network of 36 states/UT branches and more than 1100 branches at District & Sub-district.

AND WHEREAS the First and Second Party work to provide Aid to the sick and wounded members of the Armed forces of the Union in accordance with the terms and spirit of the Geneva Conventions of the 12<sup>th</sup> August, 1949 and discharged of other obligations developing upon the Society under the conventions as the recognized auxiliary of the Armed Forces Medical services, Aid to demobilised sick and wounded members of the Armed Forces of the Union, Nursing and Ambulance work, relief for the mitigation of the suffering caused by epidemics, earthquakes, famines, floods and other disasters, whether in India or outside, the improvement of health, prevention of disease and mitigation of suffering and such other cognate objects as may be approved by the society from time to time.

AND WHEREAS the Third Party is an Institution of national importance setup by the Indian Government with its campuses at Dharamshala, Shahpur and Dehra, Kangra, District Himachal Pradesh. It is one of the fifteen Universities setup by Central University Act, 2009. The University currently has 12 schools and 32 department/centres. It has 07 undergraduate courses, 24 post graduate courses and 29 Doctoral courses.

AND WHEREAS the Third party has grown steadily and surely towards its vision to become renowned by catering to the needs of the society, both regionally and nationally.

AND WHEREAS the first and second party have agreed to collaborate with the Third party on the terms and conditions as noted hereinafter:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER :

1. The term of collaboration between the First Party and Second Party on the one hand and the Third Party on the other shall be for a period of three year from the date of execution of this MOU.
2. That all three parties will work within the mandates of each organization and adhere to the broad principles of humanitarian action as followed by the Red Cross Movement worldwide, namely, Humanitarianism, Impartially, Neutrality, Independence, Voluntarism, Unity and Universality.



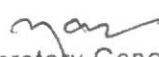
3. That the collaboration will be with the following broad objectives:
  - a. Building the resilience of communities to disaster and climate change.
  - b. Strong emphasis on disaster risk management on natural , manmade hazards and related environmental , technological and health hazards and risk.
  - c. Preventing new risk, reducing existing risk and strengthening resilience.
4. That the focused areas of collaboration will be following:
  - i. Disaster risk reduction , mitigation and preparedness.
  - ii. Water sanitation and hygiene promotion (WASH ).
  - iii. Climate change adaption.
  - iv. Environmental management and restoration.
  - v. Ecosystem based livelihood support.
  - vi. Health and blood services.
  - vii. Any other area of mutual interest
5. That all these parties will draw upon the strengths of each other which in case of the Indian Red Cross Society are its large volunteer base and first Medical responders and the expertise of implementation of community directed programmes on the areas of interest. For CUHP, it is the large multi-sectoral technical expertise, faculty with the capacity to evaluate components of the project being implemented by the Indian Red Cross Society as well as training programmes and projects undertaken by it that include community intervention components in the areas of humanitarian interest.
6. The Parties shall constitute a joint committee having representation of Third party equal to the combined representation of First and Second party, for administering the collaboration. The said committee shall work under the Chairmanship of the officer nominated by the Secretary General, Indian Red Cross Society and Co-Chairman nominated by the Vice-chancellor, CUHP. The committee shall inter-alia be entrusted with the task of preparing and designing the collaborative projects annually or on need basis , general administration , allocation of resources needed , if any including financial and other connected matters and any other matter for the smooth conduct of the collaboration.
7. The Term of the annual project will be as per calendar year and will commence from each year.
8. The details of the programmes/projects for 2020 and 2021 will be worked-out and agreed upon immediately after the signing of the MOU and will be based on mutual consent among the parties.
9. Any dispute in the conduct of the programme will be mutually discussed and decided by the Chairman and Co-Chairman of the committee set up and if necessary , by the Secretary General , IRCS and the Vice-Chancellor, CUHP , However , decisions relating to projects where the funding is from single organization/sourced by one organization will be decided by the head of that organization who in case of the, Indian Red Cross Society will be the Secretary General, IRCS and in case of CUHP will be the Vice-Chancellor , CUHP and whose decision shall be final and binding on the Parties /Joint Committee.


10. Either of the parties can exit from the collaboration by giving a written notice of three months, however, efforts will be made to complete any ongoing projects, under this MOU.

11. NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSED AS UNDERIN, WHEREOF THE PARTIES ABOVE NAMED HAVE SUBSCRIBED AND SIGNED THIS MEMORANDUM ON DATE AND PLACE MENTIONED HEREINABOVE.

**Authorized Signatory**


Indian Red Cross Society  
National Headquarters,  
1, Red Cross Road,  
New Delhi-110001

  
Secretary General  
(FIRST PARTY)  
Indian Red Cross Society  
National Headquarters  
New Delhi-110001


  
Deputy Secretary  
Indian Red Cross Society

**Authorized Signatory**

Indian Red Cross Society,  
Himachal Pradesh State Branch

  
General Secretary  
(SECOND PARTY)  
Indian Red Cross  
Shimla - 171002

Witnesses:

  
Secretary  
IRCS, HP State Branch  
Shimla - 171002

**Vice Chancellor**

  
कुलपति  
Central University of Himachal Pradesh  
Dharamashala  
District Kangra  
Himachal Pradesh-176215

(THIRD PARTY)

Witnesses:

  
Deputy Secretary  
Indian Red Cross Society



# MEMORANDUM OF UNDERSTANDING

## BETWEEN

### **CENTRAL UNIVERSITY OF HARYANA(CUH) & CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)**

This Academic Alliance is made on the 04<sup>th</sup> day of October, 2021

#### **BY AND BETWEEN THE PARTIES**

**Central University of Haryana (CUH)** is a Central University established under the Central Universities Act, 2009 of the Parliament. It is one of the 15 Central Universities established by MHRD (now MoE), GoI under XIth Five Year Plan (2007-12). The University is fully funded by the University Grants Commission (UGC). Permanent Campus of the University is situated in 488 acres of land at Jant-Pali Villages, Mahendergarh district of Haryana from where CUH is running its academic operations.

#### **And**

**Central University of Himachal Pradesh (CUHP)** is also a Central University established under the Central Universities Act, 2009 of the Parliament. It is one of the 15 Central Universities established by MHRD (now MoE), GoI under XIth Five Year Plan (2007-12). The University is fully funded by the University Grants Commission (UGC). The University has its Permanent Campuses in Dharamshala and Dehra, District Kangra, Himachal Pradesh from where CUHP is running its Academic operations.

For the development of joint collaboration in accordance with our mutual interests in developing programmes of academic and scholarly exchanges and for research, **Central University of Haryana, Mahendergarh** and **Central University of Himachal Pradesh, Dharamshala**, mutually agree to join this Academic Alliance. Both parties agree to exercise their best efforts to develop the following forms of cooperation:

1. To establish ties for academic cooperation in the relevant areas of academics and research.
2. To promote mutual understanding, academic collaboration and research to explore the ways and means to achieve self-reliance in India.

3. To jointly organize seminars, conferences, workshops and short-term continuing education programmes on the topics of mutual interest with participation from faculty from both sides.
4. To guide research candidates registered in either of the institutions for doctoral and post-graduate programmes with joint-supervision.
5. To cooperate on any other activities that may be identified on a consensual basis as and when such an opportunity arises.
6. To mutually share the research facilities available with both the universities.
7. The exchange of students, scholars and faculty for internships, focused research projects, quality initiatives and innovations in academics, research and governance.
8. To form the research groups for collaborative researches in various disciplines.
9. To mutually share the expertise of human resources available with both the universities.
10. To jointly organize Faculty Development/ Leadership programmes, professional trainings, symposia and colloquia on the themes of national/international relevance.
11. To mutually facilitate each other in phased implementation of NEP-2020, Academic Bank of Credits, CBCS and Multiple Entry/Exit Options.

The Collaborative Platform will connect the faculties, students and researchers across different disciplines. Both parties can develop specialized group for academic and research, leading to cutting-edge innovations and research with the fruitful translational outcome.

Both, **Central University of Haryana, Mahendergarh** and **Central University of Himachal Pradesh, Dharamshala** are committed to work together to develop specific agreements on the points above. The agreement will provide logistics and management details appropriate to the successful operation of the programme. The agreement will fulfil the spirit and purpose of this general Academic Alliance. The operational details regarding implementation of the agreement shall be finalized with mutual consent.

#### **DURATION and TERMINATION**

This Academic Alliance shall commence on its date of execution by the Parties and will be terminated:

- (a) after 5 years; or
- (b) at any time for convenience by either party with 30 days' written notice; or whichever of the above occurs the earlier.

Notwithstanding this understanding, the Academic Alliance may be subject to modification or revision by mutual written agreement.



## **ASSIGNMENT**

No party can assign this agreement to any other party without the consent of each other.

## **LEGAL COMPLIANCE**

**Jurisdiction Laws:** The parties acknowledge that activities under this Academic Alliance, depending on their nature, be subject to law of the land. Each party agrees to assist the other party to understand the requirements of the local laws in relation to activities undertaken under this Academic Alliance.

## **LOGOS, NAMES AND MARKS**

The parties agree that neither this document nor any performances or actions taken in connection therewith shall create a partnership or joint venture between them, and that neither shall advertise, state or otherwise imply anything to the contrary. Unless otherwise agreed in writing, neither party shall use, display, or otherwise engage the logos, names, trademarks, or other identification or protected intellectual property of the other.

## **DISPUTE RESOLUTION**

The parties resolve to negotiate on all issues in an open and cooperative manner. Should any dispute arise between them in relation to this Academic Alliance, the parties shall seek to resolve them on the basis of mutual trust and cooperation. Should no such resolution be achieved, the parties shall state their disagreement in writing and either party may exercise its right to terminate this memorandum forthwith and without prejudice or penalty.

## **FORCE MAJEURE**

Neither Party shall have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this Academic Alliance, resulting from acts beyond the control of that Party, including but not limited to acts of God, war or national emergency, accident, fire, riot or epidemics.

## **NOTICE**

Any notice, approval, consent, request or other communication required or permitted to be given or made under this Academic Alliance will be in writing in the English language and will be served or delivered to the registered office address of individual party as placed in this alliance in its preamble.

## SEVERABILITY

If any provision of this agreement becomes invalid, unenforceable or prohibited by law, such provision shall be considered as inoperative and remainder will be operative and shall continue remain valid.

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## RELATIONSHIP


This duty shall survive even after the termination of this Academic Alliance for next 5 years after the expiry of this Academic Alliance.

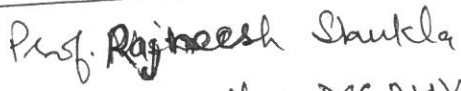
## AGREEMENT

The following signatories, on behalf of their respective organizations, agree, without prejudice, to meet the terms of the Academic Alliance. Each Party shall bear its own cost to implement this Academic Alliance. All information and/or data that may be exchanged, acquired and shared in connection with the areas of cooperation shall be treated as strictly confidential and shall not be divulged without the written consent of the disclosing party unless the same has already been in public domain. This obligation shall continue to bind the Parties hereto notwithstanding the termination of the Academic Alliance.

### Signatories

Central University of Haryana, Mahendergarh  4/10/21 Prof. Tankeshwar Kumar Vice-Chancellor	Central University of Himachal Pradesh, Dharamshala  4/10/21 Prof. S.P. Bansal Vice-Chancellor
Witness 1	Witness 1  04/10/2021 Prof. Vishal Sood Registrar(Addl. Charge), CUHP
Witness 2	Witness 2  4/10/21 Prof. Pardeep Kumar Dean Student Welfare, CUHP

(3)   
4/10/21

Witness 3  
  
Prof. Rajneesh Shukla  
Vice Chancellor, MGAHV, Wardha

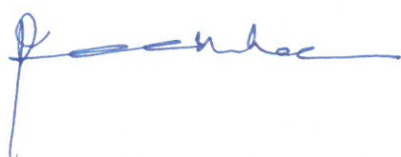
**MEMORANDUM OF UNDERSTANDING (MoU)**  
**BETWEEN AYUSH HERBS PVT. LTD. NAGROTA BAGWAN, DISTT. KANGRA,**  
**AND**  
**CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSALA**

This Memorandum of Understanding hereinafter referred to as MoU is signed on this 7<sup>th</sup> 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).

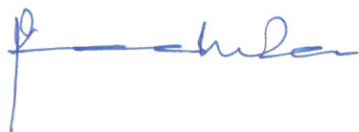
**AND**

**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

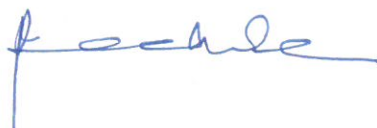
**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

#### **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**

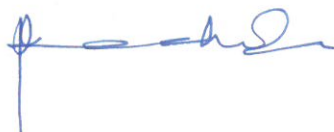
- 2.1 The budding Post graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry.





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**

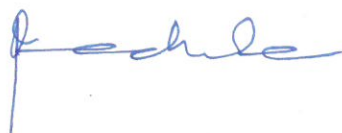
- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party. 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





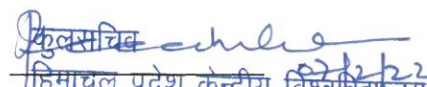
First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Dharamshala**. The Memorandum of Understanding is not only limited to the condition laid in the draft but can be amended as and when need arises as per mutual consent of both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

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU on 7<sup>th</sup> 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  
 Authorised Signatory  
 के निकट, धर्मशाला कॉम्प्लेक्स (हि०प्र०)-176215

  
 Authorised Signatory

Name of Institution-Central University of Himachal Pradesh	Name of Industry-AYUSH HERBS PVT. LIMITED
<b>Address:</b> Central University of Himachal Pradesh <b>Dharamshala-176215</b>	<b>Address:</b> 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: <a href="mailto:akmahajan@rediffmail.com">akmahajan@rediffmail.com</a>	E-mails: <a href="mailto:jsodhi@ayushherbs.com">jsodhi@ayushherbs.com</a> , <a href="mailto:info@ayushherbs.com">info@ayushherbs.com</a>
Web: <a href="http://www.cuhimachal.ac.in">www.cuhimachal.ac.in</a>	Web: <a href="http://www.ayushherbs.com">www.ayushherbs.com</a>

Witness1:   
 07/02/2022

  
 Witness2:

# MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**CHINMAYA ORGANISATION FOR RURAL DEVELOPMENT  
DHARAMSHALA**

AND

**CENTRAL UNIVERSITY of  
HIMACHALPRADESH, DHARAMSALA**

This Memorandum of Understanding hereinafter referred to as MoU is signed on this .....21.....day of **October** in the year **2021** between the **CORD (Chinmaya Organisation for Rural Development), Dharamshala, Himachal Pradesh**, hereinafter called "CORD" 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.

## 1. Preamble:

- 1.1 Whereas the CORD and CUHP have realized the need for a close linkage between National Laboratories and Universities in terms of research and academic activities. In compliance to this idea, the Chinmaya Organisation for Rural Development, Dharamshala and the Central University of Himachal Pradesh (CUHP), established under the Central Universities Act 2009, have expressed a desire to join hands for the cause of promotion of quality research and high end science and decided to sign Memorandum of Understanding (MOU) to initiate academic and research programmes between the two Institutions in the broad areas of Biosciences and Bioinformatics as per the following terms and conditions:



## **2. Recitals**

- 2.1 AND WHEREAS both the CORD and the CUHP recognize that they share common goals and are desirous to establish, a cooperative arrangement towards - strengthening Indian higher education and research through mutual resource sharing.
- 2.2 AND WHEREAS both organizations are desirous to associate in all other related areas as may be agreed upon for furtherance of knowledge based enterprises, technical and management skill for future technology development, extension programmes, exchanging of information and work towards effective Research Institutions-Academia partnerships for Human Resource Development and R&D.
- 2.3 NOW THE PARTIES (CORD and CUHP) HEREBY ACKNOWLEDGE AND agree to collaborate on collaborative and joint research work in the various areas of mutual interest 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 and will remain in force till the completion of five (05) years. Its validity can be extended by mutual agreement between both the parties.
- 3.2 This MoU supersedes all the previous correspondences and discussions, undertakings and agreement between the two parties on the subject pertaining to this MoU.

## **4. Scope of MoU**

- 4.1 The scope of the MoU will be to collaborate for research and extension activities carried out by the Institutions in the field of rural development. Both the Parties hereto wish to record the following main areas of cooperation on mutually agreed terms and conditions.
  - 4.1.1 Mutually sharing of infrastructural facility for pursuing research and conducting R&D programmes.
  - 4.1.2 Knowledge sharing in the field of applied and basic sciences.
  - 4.1.3 Collaborative and Joint research projects by the CORD officials and faculty members of the CUHP through mutual sharing of the research and extension facilities at CORD and CUHP.

- 4.1.4 CORD and CUHP will work closely for up-liftment of rural society by mutually identified areas of Science & Technology through organization of formal extension programmes, symposia, short-term training courses, etc. TA/DA for faculty, students and officials will be borne by the respective organizations.

#### **4.2 Responsibility of CUHP**

- 4.2.1 CUHP will recognize CORD as an accredited Centre for pursuing research and extension activities jointly.
- 4.2.2 CUHP shall provide access to Library and research facilities to the trainees and officials of CORD and that they shall be governed by the rules and regulations of the University as applicable to the faculty and research scholars of the University.

#### **4.3 Responsibility of CORD**

- 4.3.1 CORD shall provide access to its Library and infrastructure facilities to the students and faculty members of the CUHP and that they shall be governed by the rules and regulations as applicable to CORD.
- 4.3.2 CORD will provide summer training, research facilities to students and CORD officials will help in extension programmes for these students.
- 4.3.3 CORD shall arrange Hostel/Guest House accommodation for Central University of Himachal Pradesh students coming for summer trainings subject to availability of accommodation and in accordance to the guidelines for accommodation charges by CORD and with the condition that all will follow rules and regulations of CORD in the premises, field and any other institution/place when visiting them while in CORD for their work, learning's & research.

### **5. Areas of Collaborative Research**

- 5.1 Areas of collaborative research shall be worked out mutually between the two parties keeping in view the research needs and priorities of the two parties and also depending upon the research expertise and research facilities available in the CORD and the CUHP.
- 5.2 Both parties will organize joint extension programmes and involve students of the CUHP.
- 5.3 Students of CUHP may be involved in the different activities carried out by the CORD.

**6. Co-ordination & Progress Review Committee (CPRC)**

6.1 It is agreed that the progress of this MOU shall be monitored by a Review Committee comprising Vice-Chancellor of the CUHP and the Chief Operating Officer, representing the National Director of CORD through periodic meetings.

6.2 Chief Operating Officer of CORD and Dean of the School concerned from CUHP would be the coordinators for activities under this MoU.

**7. Financial Terms**

7.1 There shall be no financial obligations on the part of the CORD and CUHP. Expenditures related to sample preparation, and experimentation would be borne by respective labs at their own end.

**8. No Liability Clause**

8.1 CORD shall not be responsible for any loss or damage whatsoever, resulting due to implementation of any technology at the premises of CUHP or CORD, or due to testing of the same at the premises of CUHP or CORD.

8.2 CUHP & CORD shall not be responsible for any loss or damage whatsoever, resulting due to implementation of any technology at the premises of CUHP or CORD, or due to testing of the same at the premises of CUHP or CORD.

8.3 The candidate while in CORD will be responsible for their own health and well-being and costs involved. They will waive CORD from any liabilities and legal issues concerning their health and well-being.

8.4 When sharing the learning and experience acquired at CORD with someone else at the university, school or at any other platform or publishing it, CORD will need to acknowledge CORD and will have to send a copy of the literature to CORD. When publishing documents on CORD's learning experiences –one will have to take prior permission from CORD through email or in writing.

**9. MoU and its Amendments**

9.1 This MoU shall be the principal repository of the terms and conditions agreed to between the parties and no amendment thereof shall take effect or be binding on both the parties unless

such amendment is authorized by them and is recorded in writing and signed by the duly authorized representatives of both the parties.

#### 10. Termination

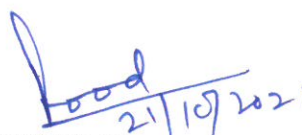
10.1 In case it is found by the two parties that the desired objectives cannot be achieved due to any reason(s) whatsoever, this MoU will be treated as terminated by a mutually agreed procedure without any liability on either of the party.


#### 11. Hold Harmless

11.1 The CORD agrees to hold CUHP harmless from any claim or damages arising from the CORD's performance of work under this contract. CORD shall also hold CUHP harmless without any limitation from any claims or damages raised or damages suffered by the CORD.

11.2 The CUHP agrees to hold CORD harmless from any claim or damages arising from the CUHP's performance of work under this contract. CUHP shall also hold CORD harmless without any limitation from any claims or damages raised or damages suffered by the CUHP.

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU on 21 day of October year Two Thousand and Twenty One.

  
**REGISTRAR**  
Central University of  
Dharamshala, Kangra, H.P.

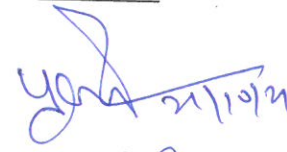
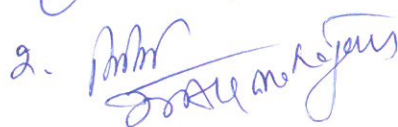
  
**CHIEF OPERATING OFFICER, CORD**  
CORD Training Centre Sidhbari  
Tehsil Dharamshala, District Kangra

Witnesses

1.

2.

Witnesses

  
2. 

49 (21)

Memorandum of Understanding

Among

*Himachal Pradesh State Pollution Control Board*

And

*Central University of Himachal Pradesh, Dharamshala*

And

*Kala Amb (Gram Panchyat), Kala Amb*

02-06-2021.

This Memorandum of Understanding ("MoU") is entered into on \_\_\_\_\_ (Effective Date) by and among

*Himachal Pradesh State Pollution Control Board (HPSPCB) Regional Office Paonta Sahib* having its office at Paonta Sahib, District Sirmaur, Himachal Pradesh 173025 India, herein after referred to as State Pollution Control Board (SPCB), of the FIRST PARTY.

And

*Central University of Himachal Pradesh*, having its office at Dharmshala Kangra - 176215, Himachal Pradesh., India, herein after referred to as 'Institute of Repute (IoR)', of the SECOND PARTY.

And

*Kala Amb (Gram Panchyat)*, the governing body of Kala Amb, function under Block Development office located at ~~Ramkunder~~, Nahar town, District Sirmaur, Himachal Pradesh 173001, India, hereinafter referred to as '(Gram Panchyat)' functioning under Rural Development Department of the THIRD PARTY.

The aforesaid institutions are hereinafter referred to individually as the Party and collectively as the Parties.

#### Introduction

The Ministry of Environment, Forest & Climate Change (MoEF&CC), Government of India has launched the National Clean Air Programme (NCAP) for pan India to tackle the air pollution problem across the country. NCAP is envisaged as a collaborative cross sectoral and multi-stakeholder programme to tackle all sources of air pollution.

For the Kala Amb town, the National Knowledge Network of NCAP has chosen HPCU Dharmshala as the IoR to function as a technical partner and provide technical assistance to the GRAM PANCHYAT and SPCB.



The collaboration will be established within the principles set out in the following sections

### **1. Objective**

Under the NCAP, city specific interventions and action plans will be formulated for implementation by the HPSPCB and Gram panchyat, along with *Central University of Himachal Pradesh* Dharmshala as a technical partner for the village of Kala Amb. The National Knowledge Network (NKN), Central Pollution Control Board (CPCB) and MoEF&CC will be overseeing the coordination and technical compliance. Information about the NKN and scientific work carried out by NKN & IoRs shall be available at <https://www.nkn.urbansciences.in/>

Further information about the NCAP is available at [http://moef.gov.in/wp-content/uploads/2019/05/NCAP\\_Report.pdf](http://moef.gov.in/wp-content/uploads/2019/05/NCAP_Report.pdf).

### **2. Functions of the Parties**

**Role of IoR:** IoR will act as a technical partner for the Kala Amb for the implementation of NCAP. IoR will extend all necessary knowledge based support to the SPCB and GRAM PANCHYAT, in agreement with the guidance provided by CPCB and NKN. IoR may undertake Air quality monitoring and modelling work, data analysis, data utilization, compilation, adherence to interpretation protocols, report preparation, etc. IoR shall also help in calibration of CAAQMS, compliance verification work of emission norms as a third party to provide independent input to SPCBs/and policy makers. IoR shall be engaged by MoEF&CC for performance assessment (Third Party Audit (TPA)) based on predefined framework for cities other than with whom they are knowledge partners. Research conducted by IoR shall also focus on efficacy and efficiency of various individual measures by various tools and techniques including cost-benefit analysis with support from NKN.

**Role of SPCB:** SPCB will function as the regulatory body, overseeing the compliance of regulations and intervention policies in the city. SPCB will commit to their city specific action plans and inform IoR of their activities under NCAP, and consult IoR for technical expertise. SPCB will engage IoR in Capacity building with the help of NKN and ensure knowledge uniformity in planning and implementation of NCAP in all Non-Attainment cities in the State. SPCB as well as GRAM PANCHYAT will also ensure the use of best practices.

**Role of Urban development:** The GRAM PANCHYAT shall commit to all air quality targets mentioned for the city under NCAP. City specific interventions and action plans will be formulated by the GRAM PANCHYAT with advice from IoR. GRAM PANCHYAT shall update IoR on all progress made so far and consult them on all future activities undertaken as a part of NCAP.

### 3. Conflict of Interest

Since, the current pool of expertise in air quality domain is limited, it is desirable to include institutions/scientist/faculty members with a proven record in this domain as IoRs, even if they are a part of the NKN. A faculty/scientist affiliated to an IoR will not be involved in the decision making for the activities carried out by the IoR. That is, whenever an NKN Nodal Faculty is approached to provide their consulting services as a nodal faculty/Principal Investigator (PI) of their affiliated IoR, they will recuse themselves from the agenda and the proposal will be reviewed by Nodal Faculty experts of any other NKN institute, and not by themselves

### 4. Method of Cooperation/Coordination

Whereas the parties to this MoU agree to co-operate in specific assignment(s), they shall share relevant information and experience in their possession with a view to achieve the mutually beneficial and technical association and to satisfy the need of the accomplishment of objective of MoU; except information which may be subject of copyright or technology agreements, royalties in licenses in which case the parties may procure the use of such information on commercial terms. Besides this, all the parties would also share the journals, publications, papers etc., published or any data, monitoring report etc. so that, capacity building of all parties/organization takes place to accomplish the objective. All parties shall appoint one member each to coordinate the activities on its behalf.

HPSPCB: Er. Pawan Sharma \_\_\_\_\_

HPCU, Dharmshala: Dr. Ankit Tandon & Dr. Dilbag Singh \_\_\_\_\_

Kala Amb Gram Panchyat: Mr. Anup Kumar Sharma \_\_\_\_\_

### 5. Effective date and duration of the MoU

The MoU shall be effective from the date of signing by all the Parties which shall be the Zero Date and shall remain in force till the extent of NCAP. The Parties may extend the term in writing on year-to-year basis subject to the continuation of NCAP scheme.

### 6. Deliverables

Information about the NKN and scientific work carried out by NKN and IoRs shall be available at: <https://www.nkn.urbansciences.in/>. Progress of city wise work carried out by IoR in collaboration with SPCB/ GRAM PANCHYAT shall be updated quarterly in [www.nkn.urbansciences.in](https://www.nkn.urbansciences.in/).

### 7. Confidentiality

All parties reciprocally guarantee that all technical information and data generated under this MoU shall be treated as confidential and shall not be divulged by any party without prior written consent of the other even after the expiry of this MoU



### 8. Funding

The expenditure incurred for implementation of the MoU for IoR, GRAM PANCHYAT and SPCB would be met out of NCAP/ Fifteenth Finance Commission funds / any other central or state scheme under implementation for improvement of Air quality available with GRAM PANCHYAT and SPCB SPCB is not getting any Grant-in-Aid except NCAP & such expenditure shall be met out of state scheme for which funds shall be provided by Rural development department

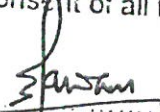
9. In case, there be a dispute relating to any aspect of academic cooperation, all the Parties will resolve the dispute in a spirit of mutual respect, and shared responsibility, failing which, the unresolved difference or disputes shall be referred to the arbitration by a distinguished authority agreed mutually by all the parties and decision by that authority shall be final and binding.


### 10. Force Majeure

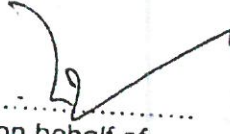
Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to exigency of one or more of the force majeure events such as but not limited to act of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion, etc., provided on the occurrence and cessation of any such events, the party effected 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

### 11. Modifications and Amendments:

Modifications and Amendments to this MoU, if any, shall be made in writing by mutual consent of all the parties."

  
For and on behalf of  
HPSPCB

  
For and on behalf of  
CUHP

  
For and on behalf of  
Rural Development

Signature  
Name: Roshan Lal Sharma  
Designation: Regional Officer  
Date: 20/06/21  
H.P. State Pollution Control Board, Raoul Sahib

Signature  
Name: Roshan Lal Sharma  
Designation  
Date: 20/06/21  
Witness: [Signature]

Signature  
Name: Arun Kumar  
Designation: Joint Secretary  
Date: 20/06/21

Witness:  
[Signature]  
Sd/- ASH. HPSPCB  
Raoul Sahib

Witness:  
[Signature]  
[Signature]

Witness:  
[Signature]  
(Darshan Lal, SEBPo)  
BDO office Nahan.

## सहमति अनुबंध



हिमाचल प्रदेश केंद्रीय विश्वविद्यालय, धर्मशाला, हिमाचल प्रदेश-176215

और



शिक्षा संस्कृति उत्थान न्यास, पंजीकृत शैक्षिक, संस्था संदर्भ, क्रमांक 1023 पंजीकरण  
दिनांक 24.05.2007, सरस्वती बाल मंदिर, जी ब्लॉक, नारायणा विहार, नई दिल्ली-  
110028, [www.bharatiyashiksha.com](http://www.bharatiyashiksha.com), Email:-[atulssun@gmail.com](mailto:atulssun@gmail.com)  
दूरभाष सं.011-25898023.

इस सहमति अनुबंध के लिए यहाँ हिमाचल प्रदेश के केंद्रीय विश्वविद्यालय,  
धर्मशाला, हिमाचल प्रदेश को "हि.प्र.के.वि." और शिक्षा संस्कृति उत्थान न्यास को  
"न्यास" कहा जाएगा।

अधिकृत हस्ताक्षरकर्ता  
शिक्षा संस्कृति उत्थान न्यास,  
नई दिल्ली।

प्राधिकृत हस्ताक्षरकर्ता  
कुलसचिव  
हिमाचल प्रदेश केंद्रीय विश्वविद्यालय,  
धर्मशाला।



## 1. अकादमिक:-

क्र. सं.	पाठ्यक्रम का नाम	अवधि	पात्रता
1	वैदिक गणित का प्रमाण-पत्र/डिप्लोमा पाठ्यक्रम	06 माह/ 12 माह	उच्चतर माध्यमिक या समकक्ष हो

हि.प्र.के.वि. के दर्शाए पाठ्यक्रम को विश्वविद्यालय के नियमानुसार सत्र 2021-22 में संचालित करेगा तथा न्यास को विषय-विशेषज्ञ, पाठ्यक्रम सामग्री तथा अकादमिक सहयोग प्रदान करने हेतु अधिकृत करता है। वैदिक गणित का प्रमाण-पत्र पाठ्यक्रम सत्र 2021-22 में मिश्रित माध्यम (ऑनलाइन और ऑफलाइन) द्वारा संचालित होगा।

## 2. पाठ्यक्रम :-

न्यास के विशेषज्ञ, हि.प्र.के.वि. को पाठ्यक्रम निर्माण में सहायता करेंगे।

## 3. पाठ्यक्रमकापरिसंचालन :-

यह पाठ्यक्रम नियमित मिश्रित माध्यम (ऑनलाइन और ऑफलाइन) द्वारा संचालित किया जाएगा। हि.प्र.के.वि., न्यास के द्वारा तैयार किए गए पाठ्य सामग्री को प्रवेशित अभ्यर्थियों को प्रदान करेगा।

## 4. परीक्षाएं:-

परीक्षाओं का प्रारूप न्यास और हि.प्र.के.वि. संयुक्त रूप से तैयार करेंगे।

## 5. सेमिनार, कार्यशाला, संगोष्ठी व अन्य अनुसन्धान क्रियाएँ :-

न्यास और हि.प्र.के.वि. संयुक्त रूप से सेमिनार, कार्यशाला, संगोष्ठी व अन्य अनुसन्धान क्रियाओं का आयोजन करेंगे।

## 6. रिसोर्स पर्सन :-

न्यास, हि.प्र.के.वि. को रिसोर्स पर्सन प्रदान करेगा और हि.प्र.के.वि., न्यास को रिसोर्स पर्सन प्रदान करेगा।

## 7. अनुबंध की अवधि :-


यह अनुबंध 2021-2023 तक के लिए किया जाता है।

### 8. अनुबंध का संशोधन/समाप्ति :-

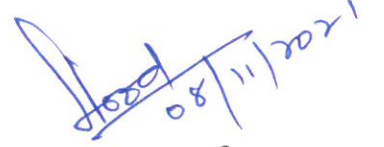
अनुबंध में शामिल संस्थाओं के मध्य परस्पर समझौते के आधार पर अनुबंध समाप्ति के पहले नवीनीकृत किया जा सकता है अथवा 06 माह पूर्व सूचना देकर अनुबंध समाप्त किया जा सकता है।

### 9. विधिक विवाद :-

विधिक विवाद हिमाचल प्रदेश की सीमा के अंतर्गत सीमित होंगे।



अधिकृत हस्ताक्षरकर्ता  
शिक्षा संस्कृति उत्थान न्यास,  
नईदिल्ली।  
विश्वविद्यालय,



प्राधिकृत हस्ताक्षरकर्ता  
कुलसचिव  
हिमाचल प्रदेश केंद्रीय  
धर्मशाला

स्थान:

तिथि:

1. साक्षी 

डा० पंकज कुमार S/o स्वर्गीय श्री मनीराम  
सहायक प्रोफेसर, श्रीनिवास रामानुजन गीठाल विभाग

2. साक्षी 

डा० प्रदीप कुमार  
अध्यक्षता, द्वात्र कलागण  
हि० प्र० के० वि० वि०

3. साक्षी   
08.11.2021

प्रो. मनोज कुमार सक्सेना  
सम-वमक  
प्रोलाधार परिसर-1  
हिमाचल प्रदेश केंद्रीय विश्वविद्यालय  
धर्मशाला

## समझौता ज्ञापन



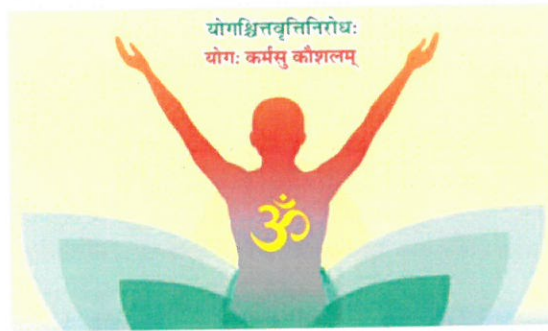
## हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

(संसद के एक अधिनियम द्वारा स्थापित)



## हिमाचल शिक्षा समिति

(संबद्ध विद्या भारती अखिल भारतीय शिक्षा संस्थान)



## योग भारती हिमाचल

फरवरी २०२२

यह समझौता ज्ञापन हिमाचल प्रदेश केंद्रीय विश्वविद्यालय, हिमाचल शिक्षा समिति एवं योग भारती हिमाचल के मध्य दिनांक ०४ फरवरी २०२२ को हस्ताक्षरित किया जाता है।

### 1. प्रस्तावना

योग अध्ययन केंद्र (हिमाचल प्रदेश केंद्रीय विश्वविद्यालय), हिमाचल शिक्षा समिति एवं योग भारती हिमाचल, योग के विषय पर अध्ययन-शिक्षण, एवम् गहन शोध के कार्य में जुटी है। उपरोक्त संस्थाएं, योग के प्रचार-प्रसार की दिशा में भी कार्यरत है। योग अध्ययन केंद्र (हिमाचल प्रदेश केंद्रीय विश्वविद्यालय), हिमाचल शिक्षा समिति एवं योग भारती हिमाचल गत दो वर्षों से परस्पर सहयोग भी कर रहे हैं, जिसमें हिमाचल शिक्षा समिति एवं योग भारती से योग विषय के विशेषज्ञ, योग अध्ययन केंद्र (हिमाचल प्रदेश केंद्रीय विश्वविद्यालय) में व्याख्यान एवं योगाभ्यास कराने के लिए समय-समय पर आते रहे हैं। अतः योग अध्ययन केंद्र, (हिमाचल प्रदेश केंद्रीय विश्वविद्यालय), हिमाचल शिक्षा समिति एवं योग भारती हिमाचल के संसाधनों को पाठ्यक्रम विकास, योगाभ्यास से संबन्धित शिविरों/वर्गों एवं व्याख्यान/कार्यशालाओं/संगोष्ठियों के आयोजन, अनुसंधान व अन्वेषण के कार्य हेतु दृढ़ता से एक पटल पर लाने का उचित समय आ गया है। इससे हिमाचल प्रदेश केंद्रीय विश्वविद्यालय के योग अध्ययन केंद्र में शिक्षा ग्रहण कर रहे विद्यार्थियों को योग की सिद्धता एवं उत्कृष्ट योग शिक्षक के निर्माण हेतु सहायता मिलेगी। यह समझौता विद्यार्थियों में योग के विषय में अनुसंधान की भावना को बढ़ाने में उपयोगी सिद्ध होगा। योग अध्ययन केंद्र, (हिमाचल प्रदेश केंद्रीय विश्वविद्यालय), हिमाचल शिक्षा समिति एवं योग भारती हिमाचल के बीच दृढ़ अनुसंधान संबंध व बेहतर तालमेल स्थापित हो सके, उसकी पूर्ति और उद्देश्यों को ध्यान में रखते हुए 'एक औपचारिक समझौता' हस्ताक्षरित किया जाना एक महत्वपूर्ण कदम है।

### 2. समझौता ज्ञापन की अवधि एवं समय वृद्धि

समझौता ज्ञापन की वैधता सीमा पंद्रह (१५) वर्ष रहेगी, जिसे आपसी सहमति तथा नई नियमों एवं शर्तों के साथ आगे कई वर्षों तक बढ़ाया जा सकता है।

### 3. योग अध्ययन केंद्र, (हिमाचल प्रदेश केंद्रीय विश्वविद्यालय) की गतिविधियां

हिमाचल प्रदेश केंद्रीय विश्वविद्यालय की स्थापना केंद्रीय विश्वविद्यालय अधिनियम, २००९ के अंतर्गत हुई। इस विश्वविद्यालय में योग अध्ययन केंद्र की स्थापना २०१९ को हुई। योग अध्ययन केंद्र द्वारा योग अध्ययन में

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स्नातकोत्तर डिप्लोमा एवं योग अध्ययन में सर्टिफिकेट नामक दो कार्यक्रम वर्तमान में चलाये जा रहे हैं। हिमाचल प्रदेश एवं देश के अन्य राज्यों से विद्यार्थी इन कार्यक्रमों में शिक्षण अर्जित कर रहे हैं। इसके अतिरिक्त योग अध्ययन केंद्र, हिमाचल प्रदेश में योग के प्रचार-प्रसार के लिए सतत प्रयास कर रहा है। हिमाचल प्रदेश केंद्रीय विश्वविद्यालय ने सन् २०१५ में प्रथम अंतर्राष्ट्रीय योग दिवस का आयोजन किया। तदुपश्चात प्रत्येक वर्ष २१ जून को अंतर्राष्ट्रीय योग दिवस का आयोजन किया जा रहा है। इस कार्यक्रम के माध्यम से विद्यार्थियों, शिक्षकों एवं समाज में योग के प्रति जागरूकता बढ़ाने का प्रयास किया गया है। सन् २०२१ में इस कार्यक्रम के उपलक्ष्य पर योग अध्ययन केंद्र ने विशेष रूप से विद्यार्थियों, शिक्षकों एवं समाज के सभी वर्गों के लिए ५१ दिवसीय योग शिविर का आयोजन किया। इसके अतिरिक्त यह केंद्र, योग एवं संबन्धित विषयों पर नियमित व्याख्यानों का आयोजन करता रहता है। यह केंद्र समाज के भिन्न-भिन्न आयु वर्गों के लिए आवश्यकता अनुसार समय-समय पर योग शिविरों का आयोजन भी करता रहता है।

#### 4. हिमाचल शिक्षा समिति की गतिविधियां

हिमाचल प्रदेश में हिमाचल शिक्षा समिति का कार्य १९८० में पांवटा साहिब में एक सरस्वती विद्या मन्दिर प्रारम्भ होने के साथ शुरू हुआ। उसके उपरान्त हिमाचल शिक्षा समिति से कार्यकर्ता जुड़ते गए। अनेक बाधाएँ आने के बाद भी विद्यालय बढ़ते गए। हिमाचल प्रदेश में ये विद्यालय ग्रामीण जनजातीय एवं दुर्गम क्षेत्रों में चल रहे हैं। हिमाचल के सुदूर क्षेत्र चम्बा जिले का पांगी हो या लाहौल-स्पिति का केलांग तथा उदयपुर, जो वर्ष के छः महीने देश के अन्य भागों से कटा रहता है, में भी कार्य चल रहा है। हिमाचल शिक्षा समिति सम्पूर्ण प्रदेश में अनुशासित तथा संस्कार रूपी ज्ञान का प्रकाश निरन्तर देने में अग्रसर है। हिमाचल शिक्षा समिति, हिमाचल प्रदेश में नर्सरी कक्षा से लेकर १०+२ तक के २०८ सरस्वती विद्या मंदिरों का संचालन कर रही है। हिमाचल जैसे पहाड़ी प्रदेश में सरस्वती विद्या मंदिरों ने भारतीय जीवन मूल्यों के आधार पर शिक्षा व्यवस्था लागू कर अपनी एक पृथक पहचान बनाई है।

भारतीय ज्ञान परंपरा में योग एक महत्वपूर्ण विषय है। आज स्वस्थ एवं चुस्त-दुरुस्त रहने की दृष्टि से समाज में योग शिक्षा की विशेष रूप से मांग बढ़ रही है। इसी निमित्त हिमाचल शिक्षा समिति ने अन्य विषयों के साथ योग विषय का पाठ्यक्रम अपने विद्यालयों में लागू किया है। हिमाचल शिक्षा समिति के पास अनेकों योग प्रशिक्षित प्रशिक्षकों की टोली भी है।

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## 5. योग भारती हिमाचल की गतिविधियां

‘पहला सुख निरोगी काया’ की परिकल्पना को साकार रूप देने के उद्देश्य से योग भारती हिमाचल की स्थापना ०८ अक्टूबर २०१९ को सोलन, हिमाचल प्रदेश में हुई। संस्था का मुख्य प्रशिक्षण केंद्र – ‘माधव सृष्टि परिसर’, अश्वनी खड, गण की सेर, सोलन में है।

योग भारती हिमाचल का मुख्य उद्देश्य है, समाज में योग के क्षेत्र में कार्य कर रहे विभिन्न संस्थानों से तालमेल बिठाकर योगाभ्यास, योग शिविर, योग प्रशिक्षण वर्ग एवं योग कार्यक्रमों की योजना तैयार करना ताकि सभी प्रांतों के हर जिले और तहसील से लेकर पंचायत स्तर एवं गांव तक योग शिक्षक तैयार हो सके। इस उद्देश्य को प्राप्त करने हेतु योग भारती हिमाचल, हिमाचल प्रदेश के अलग-अलग स्थानों पर दो-तीन दिनों के योग शिविर का आयोजन कर रही है। इन शिविरों में योग के मूलभूत सिद्धांत, योग दर्शन, आसन, प्राणायाम रहस्य, मानव शरीर रचना, मुद्रा ज्ञान, सूर्य नमस्कार, पारंपरिक दंड बैठक, सूक्ष्म व्यायाम, पंचतत्व, पंचकोष, सप्तधातु एवं एक्स्प्रेसर का प्रशिक्षण दिया जाता है।

इसके अतिरिक्त, योग भारती हिमाचल, हर सप्ताह सामूहिक योगाभ्यास, प्रत्येक महीने योग चिकित्सा कैंप का आयोजन, विविध योग संस्थानों के सहयोग से सभी जिलों में योग वर्ग व योग के कार्यक्रम का आयोजन एवं स्कूल, कॉलेज, मंदिर, गुरुद्वारा, सत्संग भवन, सामाजिक एवं धार्मिक संस्थानों में योग अभ्यास केंद्र स्थापित करने के लिए प्रयासरत है।

संस्था के सोलन स्थित मुख्य प्रशिक्षण केंद्र में अनेक योग प्रशिक्षण शिविरों का आयोजन किया जा चुका है। कोरोना काल के दौरान विशेष ऑनलाइन शिविर लगाये गए, जिसमें लगभग ८०० से ज्यादा लोगों ने योग प्रशिक्षण प्राप्त किया। प्रत्येक रविवार योग शिक्षकों के लिए अलग-अलग योगाचार्यों एवं विविध प्राकृतिक चिकित्सा पद्धतियों के विशेषज्ञों द्वारा ऑनलाइन योगाभ्यास करवाया जा रहा है।

योग भारती हिमाचल के प्रमुख आयाम है - योग शिक्षक, आरोग्य मित्र प्रशिक्षण, वन औषधि पौधारोपण, अपना ग्राम स्वस्थ ग्राम, गर्भ संस्कार, युवाओं एवं युवतियों में योग के प्रति रुचि पैदा करना, प्राथमिक

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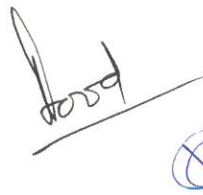
उपचार, विद्यालय स्वास्थ्य प्रबोधन, जड़ी बूटियों द्वारा घरेलू उपचार, मधुमेह मुक्त भारत अभियान, महिला सशक्तिकरण, नित्य प्रति योगाभ्यास से सामाजिक बुराईयों का अंत करना।

## 6. समझौता ज्ञापन के मुख्य बिन्दु

योग अध्ययन, योग के विषय में शोध कार्यों के प्रोत्साहन एवं योग के प्रचार-प्रसार करने के उद्देश्य से योग अध्ययन केंद्र, (हिमाचल प्रदेश केंद्रीय विश्वविद्यालय), हिमाचल शिक्षा समिति एवं योग भारती हिमाचल के बीच निम्नलिखित शब्दों के साथ एक समझौता ज्ञापन हस्ताक्षरित करने का निर्णय लिया जाता है जिसके मुख्य बिंदु शर्तें इस प्रकार से हैं:

- तीनों संस्थाएं योग के माध्यम से एक रोग मुक्त, स्वस्थ एवम् समृद्ध समाज के निर्माण हेतु परस्पर सहयोग करेंगे।
- योग भारती हिमाचल अपने सभी शिविरों के शुल्क में हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय के विद्यार्थियों, शिक्षकों एवं गैर-शैक्षणिक कर्मचारियों को १० प्रतिशत छूट प्रदान करेगा।
- हिमाचल प्रदेश केंद्रीय विश्वविद्यालय के विद्यार्थी, शिक्षक एवं गैर-शैक्षणिक कर्मचारी योग भारती हिमाचल द्वारा संचालित शिविरों में अपनी स्वेच्छा से भाग ले सकते हैं।
- तीनों संस्थाएं योग से संबन्धित विषयों पर संयुक्त रूप से व्याख्यान, संगोष्ठी, शिविर एवं लघु प्रशिक्षण कार्यक्रमों का आयोजन करेंगे।
- तीनों संस्थाएं संयुक्त अनुसंधान परियोजनाओं पर कार्य करेंगे।
- योग अध्ययन केंद्र, (हिमाचल प्रदेश केंद्रीय विश्वविद्यालय) के संकाय सदस्य एवं विद्यार्थी अपने अनुसंधान कार्यक्रमों एवं साहित्य सर्वेक्षण हेतु हिमाचल शिक्षा समिति तथा योग भारती हिमाचल में अपने सुविधा अनुसार आवागमन कर सकेंगे।
- जहां तक संभव हो सके, तीनों संस्थाएं एक दूसरे के शिक्षकों, योग प्रशिक्षकों, अधिकारियों एवं विद्यार्थियों को उनकी शोध कार्यक्रमों हेतु आधिकारिक यात्रा के समय अपने-अपने छात्रावासों / अतिथि गृहों में नियमानुसार एवं उपलब्धता के अनुसार आवासीय सुविधाएँ उपलब्ध करवाएंगे।

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## 7. क्रियान्वयन एवं समीक्षा

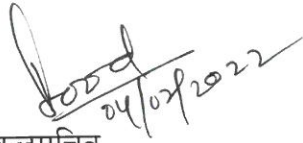
- योग अध्ययन केंद्र, (हिमाचल प्रदेश केंद्रीय विश्वविद्यालय), हिमाचल शिक्षा समिति एवं योग भारती हिमाचल अपने अनुसंधान कार्यक्रम एवं गतिविधियों को सुचारू रूप से क्रियान्वित करने हेतु कार्यक्रम समन्वयक की नियुक्ति करेंगे।
- समझौता ज्ञापन के तहत किए गए शोध कार्यो एवं कार्य प्रगति की समीक्षा हेतु एक समीक्षा समिति गठित की जाएगी।
- इस प्रकार परस्पर सहमति है कि इस समझौता ज्ञापन के उद्देश्य एवं प्रतिमानों के पालन तथा उपरोक्त शर्तों में समीक्षा समिति द्वारा किया गया कोई भी संशोधन अथवा निरस्तीकरण तीनों संस्थाओं (हिमाचल प्रदेश केंद्रीय विश्वविद्यालय, हिमाचल शिक्षा समिति एवं योग भारती हिमाचल) को मान्य होगा।

तीनों पक्ष इस समझौता ज्ञापन को ०४ फरवरी २०२२ दिन को हस्ताक्षरित कर क्रियाशील करते हैं।

कुलसचिव

हिमाचल प्रदेश केंद्रीय विश्वविद्यालय  
हिमाचल प्रदेश केंद्रीय विश्वविद्यालय  
कैंप कार्यालय, एपीसीए क्रिकेट स्टेडियम  
के निकट, धर्मशाला, हिमाचल प्रदेश 176215

कुलसचिव

  
24/07/2022

अध्यक्ष

अध्यक्ष  
हिमाचल शिक्षा समिति  
हिमाचल शिक्षा समिति  
विशाला, हिमाचल प्रदेश हि०प्र०

Meenakshi Sood  
अध्यक्षा

योग भारती हिमाचल  
योग भारती हिमाचल  
सोलन, हिमाचल प्रदेश  
सोलन (हि.प्र.) 17321



डा० पंकज कुमार  
सहायक आचार्य, एवं भारती  
श्रीनिवास रामानुजन गठित निम्ना  
हिमाचल प्रदेश केंद्रीय विश्वविद्यालय  
धर्मशाला, हिमाचल प्रदेश



# MEMORANDUM OF UNDERSTANDING [MOU]

Between



**Central University of Himachal Pradesh**  
Dharamshala, Himachal Pradesh (India)

&



**Bundelkhand University**  
Jhansi, Uttar Pradesh (India)

**MEMORANDUM OF UNDERSTANDING [MOU]**  
**Between**

Central University of Himachal Pradesh  
**Dharamshala, Himachal Pradesh (India)**

&

Bundelkhand University  
**Jhansi, Uttar Pradesh (India)**

---

**This Memorandum of Understanding (hereinafter called the "MOU") is entered into by and between:**

**Central University of Himachal Pradesh, Dharamshala**, the premier multidisciplinary educational institution in the Northern India engaged in inter-alia, teaching, training, research & development and skill development in diverse areas of humanities, social, physical and life sciences, through the Vice Chancellor having its office at Central University of Himachal Pradesh, Camp Office, Dharamshala (hereinafter referred to as "**CUHP**") which expression, unless repugnant to the context or meaning thereof, shall include its successor(s), administrator(s) or permitted assigns), of the **FIRST PART**

AND

**Bundelkhand University, Jhansi**, the seat of higher learning came into existence on August 26, 1975, vide Government of Uttar Pradesh Notification No. 10/15-60/74 under the provision of the U.P. Universities Act. However, though belonging to the younger generation of the Indian Universities, the Bundelkhand University has fast transformed into a University of excellence offering opportunities to the aspiring youths to pursue higher education.

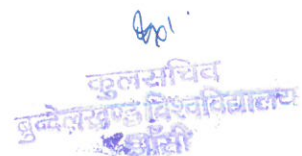
Recognized as Number One University of the Uttar Pradesh and accredited thrice by NAAC, Bundelkhand University is shining as a polar star on the horizon of self-sustenance and real Independence. With its strong infrastructure, financial and human resource base it has immense potential to establish itself as one of the leading higher education institution of regional, national and global repute.

Its more than hundred courses at UG, PG and Doctorate Level encompass all the major fields of studies e.g. Basic and Life Sciences, Engineering and Technology, Pharmacy, Physiotherapy, Agriculture, Management, Law, Computer Applications, Law, Education, Arts and Fine Art, Tourism and Hotel Management, Earth Sciences, Environmental Studies, Forensic Science and Criminology, Library & Information Science, Languages and other Social Studies. BU will be the Second Party.

"**CUHP**" and the "**BU**" are hereinafter individually referred to as the "**Party**" and collectively as "**Parties**"

**1. PURPOSE AND SCOPE OF THE AGREEMENT**

- The purpose of this Memorandum of Understanding between the two parties is to provide a framework for the proposed collaboration for pursuing quality research and building a new generation of highly skilled human resource; providing entirely new



opportunities for employment and economic development, with main focus on environment, bio-resource, skill development, livelihood opportunities, science and technology, biotechnology, hospitality and tourism management, health and wellness lifestyle domain of the Indian Subcontinent.

- The exchange of experience and scientific knowledge between the two institutions will be of great interest for their mutual progress and also for the service of the society.
- Thus understanding the strength of each party in the field of Science & Technology, Environment & Climate Change, Biotechnology & Skilled HR, Hospitality and Tourism Management the CUHP and BU have agreed to enthusiastically promote and facilitate the said goals and work jointly within the shortest possible time with least procedural and bureaucratic delays.

## **2. PREAMBLE**

Need for close linking of National Research Organizations/ laboratories with the Universities has been recognized by different scientific Ministries, Departments and other agencies, including the Ministry of Environment, Forest & Climate Change (MoEF&CC) and the University Grants Commission (UGC). In compliance to this felt need, the Bundelkhand University (BU) and the Central University of Himachal Pradesh (CUHP), have decided to enter into a Memorandum of Understanding (MoU) as per the following terms and conditions:

### **2.1 Start-up Activities**

- 2.1.1 Both parties agree upon to undertake the joint R&D initiatives at the earliest in the relevant fields.
- 2.1.2 Both parties agree to prepare and submit joint project of mutually agreed subjects to various funding agencies in State, Government of India including DST, DBT, ICMR, NMPB, AICTE, UGC etc. and other agencies, after signing the MoU.
- 2.1.3 BU and CUHP agree to work in synergy with various departments of both the parties for R & D activities.

### **2.2 The Anticipated Long Term Activities:**

- 2.2.1 Creating highly skilled Human Resource, ready to work manpower and, better quality of life for the society and Indian Subcontinent in particular.
- 2.2.2 Attracting world-class talent & technology for the benefit of the society.
- 2.2.3 Training local Human Resource, rural people, harnessing the Bio-resources of the State, and Interfacing with Local Academic and other Talent and Cultivating the Entrepreneurial Spirit in the Region.
- 2.2.4 Sharing respective important R&D facilities in order to promote academic and research activities to intensify the high priority area programmes of science and technology keeping in view the interest and philosophies of both the institutes and within the framed rules governing the two organizations.

## **3. GENERAL**

- 3.1 BU and CUHP faculty members of the Life Science, Environmental Science, Biotechnology, Biosciences, Institute of Integrated Himalayan Studies (IHS),



Asp'



Physical Science, Chemistry, Physics, Mathematics, Computer Science, Social Sciences, Economics, Geography, Sociology, IMS, IVS-Tourism, Geology, Agricultural Ergonomics Research Centre, Planning Research Corporation and Tribal Studies etc. will work towards joint research projects thereby mutually using research facilities developed/to be developed at BU and CUHP.

- 3.2 The faculty and students of the Life Science, Physical Science, Social Science and Humanities and other Departments of CUHP shall be allowed the use of library, computer and internet facilities of BU subject to the terms and conditions of BU. Scholars, Ph.D. Students and Faculty members of BU shall likewise be given the above mentioned facilities at CUHP subject to the terms and conditions of CUHP.
- 3.3 The faculty and students, as given in Para 4.1 shall be issued identity cards upon individual requests, through concerned HoDs/Dean of Concerned Faculties of CUHP, to be shown to authorities of the Institute as per BU rules so as to provide access to laboratories and other facilities of the University depending upon availability. Similarly, BU staff and research scholars will be provided access to CUHP facilities upon production of authentic identity cards/papers, issued by BU. However, prior intimation/approval needs to be taken from respective organizations/HoDs.
- 3.4 CUHP will recognize and accept the eligible BU Faculty Members for supervising research leading to the award of Ph.D. Degree as per the provisions of Ordinance for the Ph. D. program of the University. BU, as a Research Centre, shall be duly recognized by CUHP, as per terms and conditions of CUHP.
- 3.5 Wherever required, BU shall provide hostel/guest house accommodation for CUHP faculty members and students coming to BU for research/collaboration work, subject to availability and on usual terms and conditions. Likewise, CUHP shall also make available hostel/guest house accommodation for BU Faculty members/research scholars/visiting faculty subject to availability and on usual terms and conditions.

#### **4. ACADEMIC AND DEVELOPMENTAL PROGRAMMES**

- 4.1 For the mutual benefit of the two institutions, i.e. BU and CUHP, there can be exchange of BU faculty members of the Life Science, Physical Science, Earth Science, Environmental Studies, Chemistry, Geography, Sociology, Biotechnology, Hospitality and Tourism Departments and other related Departments of CUHP.
- 4.2 BU and CUHP faculty members will help each other in preparing common observational/research programmes under intimation to the Head of the Institution.
- 4.3 Faculty/students from CUHP will be allowed to carry out a part of research work at BU and CUHP depending upon nature of the research topic and also the availability of laboratory space/facilities and under co-supervision of BU faculty. However, cost-intensive lab work experiments would be considered on case-to-case basis by the Vice Chancellor, BU and Vice Chancellor, CUHP.
- 4.4 Publications and patents (if any) emanating from joint research work carried out at BU & CUHP will be the property of both.



Ans



- 4.5 BU and CUHP will work closely to generate appropriately trained manpower in areas of individual/mutual competence through organization of symposia, short term training courses, etc.
- 4.6 The faculties of CUHP and BU will explore the possibility of jointly seeking funds for conducting collaborative research from India and foreign agencies with due approval of both the participating parties.
- 4.7 The joint sponsored and consultancy projects may be undertaken with both long-term and short-term goal(s), keeping in view the interest, strength(s) and philosophies of both the parties.
- 4.8 The ethical clearance for each project if required should be obtained from the respective Institute's Ethics Committees.

**5. Miscellaneous:**

- 5.1 **Confidentiality and Non-Disclosure:** The Parties agree that in view of confidential, proprietary information, data and documents will be shared under a non-disclosure /confidentiality agreement between the parties.
- 5.2 **Amendments:** This MOU shall not be varied or amended unless such variation or amendment is agreed in writing by the competent authorities of both the parties.
- 5.3 **Notices:** All the notices to the Parties in respect to the matters covered under this MOU shall be in writing delivered to the Parties at its notified addresses in Jhansi or at Dharamshala and also through their registered E-Mail.

**In case Central University of Himachal Pradesh:**

Attention: **Vice Chancellor**  
Telephone:  
E-mail:

**In case of Bundelkhand University, Jhansi**

Attention: **Vice Chancellor**  
Telephone:  
E-mail:

- 5.4 Notwithstanding anything contained hereinbefore, if any difficulty/dispute arises in the actual working of this MOU, the decision of the Vice Chancellor - CUHP and Vice Chancellor - BU or their nominees shall be final and binding.

**6. Execution of this Agreement**

- 6.1 The Parties represent and warrant to each other that the individual signing on their respective behalf has been duly authorized and empowered to execute and deliver this Agreement and the Agreement, when fully signed and delivered, is binding on both the parties i.e. the "CUHP" and "BU". This MOU is valid till the time both the parties mutually consent to work together in synergy with each other.
- 6.2 It is agreed that the progress of this MOU will be monitored by the Vice-Chancellor, CUHP and the Vice Chancellor - BU through periodic meetings. Any change/modification/termination as introduced/suggested by the Review Committee (comprising of the Vice Chancellor, CUHP and the Vice Chancellor -



end

BU and such other members as may be mutually decided by them) shall be acceptable to both the institutions.

- 6.3 This Agreement is being executed in multiple copies each of which shall be deemed to be an original, under seal, **this 24<sup>th</sup> day of February, 2022**

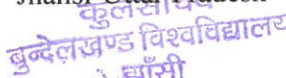
7. **IN WITNESS WHEREOF**, both the parties hereto have set their hands onto this Memorandum of Understanding (MOU) on the day, month and year first above written in the presence of:

Signed this day of **24<sup>th</sup> day of February, 2022**

Place:

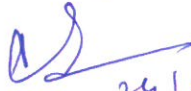
  
**Registrar**

Bundelkhand University  
Jhansi-Uttar Pradesh


  
बुन्देलखण्ड विश्वविद्यालय  
जंसी

Witnesses:

1.

  
24/2/2022  
(S.K. KASHI)  
Director IQAC  
BU Jhansi

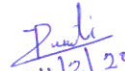
2.

  
Director IQAC

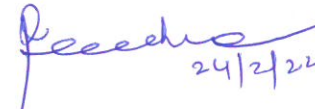
  
**Registrar**

कुलसचिव  
Central University of Himachal Pradesh,  
हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय  
धरमशाला, 176215, Himachal Pradesh  
के निकट, धर्मशाला, काँगड़ा (हि0प्र0)-176215

2.

  
24/2/2022

4.

  
24/2/22



**समझौता ज्ञापन**  
**हिमाचल प्रदेश केंद्रीय विश्वविद्यालय, धर्मशाला**  
**और**  
**संजीवनी शारदा केंद्र, आनंद नगर, भोड़ी, जम्मू**



यह समझौता ज्ञापन हिमाचल प्रदेश केंद्रीय विश्वविद्यालय, धर्मशाला की ओर से विश्वविद्यालय के कुलपति और संजीवनी शारदा केंद्र, जम्मू की ओर से केंद्र के अध्यक्ष द्वारा वर्ष 2021 में  
जनवरी (माह) के 23 (तारीख) को निम्नलिखित उद्देश्यों की पूर्ति हेतु हस्ताक्षरित।

1. हिमाचल प्रदेश केंद्रीय विश्वविद्यालय, धर्मशाला ने शारदा लिपि में एक वर्षीय कश्मीरी भाषा (शारदा लिपि) में सर्टिफिकेट कोर्स का प्रावधान है। विश्वविद्यालय भारतीय भाषाओं को उनकी मूल लिपि में प्रसारित करने के कार्य में संलग्न है।
2. संजीवनी शारदा केंद्र, जम्मू एक पंजीकृत न्यास है जिसके कार्यों में से एक प्रमुख कार्य कश्मीरी भाषा का शारदा लिपि में अध्ययन-अध्यापन है। केंद्र ने अब तक लगभग 600 व्यक्तियों को कश्मीरी भाषा का लेखन शारदा लिपि के माध्यम से करने में प्रशिक्षित किया है।
3. संजीवनी शारदा केंद्र हिमाचल प्रदेश केंद्रीय विश्वविद्यालय के शारदा लिपि के प्रशिक्षण के कार्यक्रम में सहायता प्रदान कर सकता है क्योंकि यह प्रशिक्षण कार्य ऑनलाइन एवं ऑफलाइन दोनों माध्यमों से कराया जाता है।
4. इस समझौता ज्ञापन के माध्यम से शारदा संजीवनी केंद्र हिमाचल प्रदेश केंद्रीय विश्वविद्यालय के कश्मीरी भाषा (शारदा लिपि) में सर्टिफिकेट कोर्स के विद्यार्थियों को शारदा लिपि के प्रशिक्षण में यथासंभव सहायता प्रदान करेगा। इसमें रिसोर्स पर्सन (संसाधक), शारदा लिपि में लिखित कश्मीरी भाषा के गद्य-पद्य को जांचना एवं संबंधित कार्य सम्मिलित हैं।

  
(अवतारकृष्ण त्रकरु)

अध्यक्ष  
संजीवनी शारदा केंद्र  
आनंद नगर, भोड़ी, जम्मू



(प्रो० कुलदीप चन्द अग्निहोत्री)  
कुलपति  
हिमाचल प्रदेश केंद्रीय विश्वविद्यालय  
धर्मशाला

साक्षी:

1.

3.

साक्षी:

2.

4.



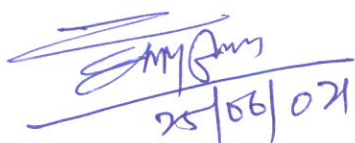


**MEMORANDUM OF UNDERSTANDING (MoU)  
BETWEEN ARYABHATTA RESEARCH INSTITUTE OF  
OBSERVATIONAL SCIENCE (ARIES), NAINITAL AND CENTRAL  
UNIVERSITY OF  
HIMACHAL PRADESH, DHARAMSALA**

This Memorandum of Understanding hereinafter referred to as MoU is signed on this 25th day of June in the year 2021 between the **Aryabhata Research Institute Of Observational Science (ARIES), Nainital**, hereinafter called "ARIES" 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.

**1. Preamble:**

1.1 Whereas the Central Council for Indian Medicines and the University Grants Commission (UGC) have realized the need for a close linkage between National Laboratories and Universities in terms of research and academic activities. In compliance to this idea, the Aryabhata Research Institute Of Observational Science (Aries), Nainital, and the Central University of Himachal Pradesh (CUHP), established under the Central Universities Act 2009, have expressed a desire to join hands for the cause of promotion of quality research and high end science and decided to sign Memorandum of Understanding (MOU) to initiate academic and research programmes between the two Institutions in the broad areas of Physics, Astrophysics, Astronomy, Astronomical instrumentations and Atmospheric Sciences as per the following terms and conditions:

  
25/06/21





## **2. Recitals**

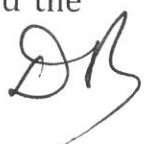
- 2.1 AND WHEREAS both the ARIES and the CUHP recognize that they share common goals and are desirous to establish a cooperative arrangement towards - strengthening Indian higher education and research through mutual resource sharing.
- 2.2 AND WHEREAS both organizations are desirous to associate in 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 Human Resource Development and R&D.
- 2.3 NOW THE PARTIES (ARIES and CUHP) HEREBY ACKNOWLEDGE AND agree to collaborate on collaborative and joint research work in the various areas of mutual interest 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 and will remain in force till the completion of five (05) years. Its validity can be extended by mutual agreement between both the parties.
- 3.2 This MoU supersedes all the previous correspondences and discussions, undertakings and agreement between the two parties on the subject pertaining to this MoU.

## **4. Scope of MoU**

- 4.1 The scope of the MoU will be to collaborate for research and teaching in the designated subjects related to Physics, Astrophysics, Astronomy, Astronomical instrumentations and Atmospheric Sciences. Both the Parties here wish to record the



following main areas of cooperation on mutually agreed terms and conditions.

4.1.1 Mutual sharing of infrastructural facilities for pursuing research and conducting R&D programmes.

4.1.2 Knowledge sharing in the field of subjects related to Physics, Astrophysics, Astronomy, Astronomical instrumentations and Atmospheric Sciences.

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4.1.3 Exchange of faculty/Research Degree scholar in regular courses and training programmes from both the institutions. For the mutual benefit of the two Institutions, there will be an exchange of faculty members/Research Degree scholars of the concerned school of CUHP.

4.1.4 Collaborative and Joint research projects by the ARIES scientists/FACULTY and faculty members of the concerned schools of CUHP through mutual sharing of the research facilities at ARIES and CUHP.

4.1.5 ARIES and CUHP will work closely to generate appropriately trained manpower in the mutually identified areas of Science & Technology through organization of formal academic curricula, symposia, short-term training courses, etc. TA/DA for scientists and research scholars will be borne by the respective organizations.

4.1.6 Faculty/ P.G./Ph.D. Scholars of one institution may work in the other institution for a short period in connection with their research work. They shall be considered on duty with the parent organisation for that period. TA/DA for scientists



and research scholars will be borne by the respective organizations.

4.1.7 Faculties of one institution will be encouraged to deliver expert lectures/ invited talks at other institutions. In such cases TA/DA will be borne by the host institute. These visits/ training would be performed with the approval of competent authority.

## **4.2 Responsibility of CUHP**

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4.2.1 CUHP will recognize ARIES as an accredited Centre for supervising and guiding and pursuing research, leading to MPhil/PhD degree in the designated subjects related to Physics, Astrophysics, Astronomy, Astronomical instrumentations and Atmospheric Sciences.

4.2.2 CUHP will recognize ARIES Scientists/Faculty, subject to the fulfilment of eligibility requirements as per the Act, Statutes and Ordinances of the University, as supervisors for guiding research leading to MPhil/PhD degrees.

4.2.3 CUHP will, subject to the fulfilment of eligibility requirements as per the Act, Statutes and Ordinances of the University, confer the status of Adjunct Professor, Adjunct Associate Professor and Adjunct Assistant Professor on ARIES scientists/Faculty depending upon their qualifications and designations, involved in collaborative research and teaching with CUHP.

4.2.4 CUHP shall provide access to Library and research facilities to the Scientists/Faculty and PhD students of ARIES and that they shall be governed by the rules and regulations of





the University as applicable to the faculty and research scholars of the University.

#### **4.3 Responsibility of ARIES**

4.3.1 ARIES shall provide access to its Library and research facilities to the students and faculty members of concerned schools of the CUHP and that they shall be governed by the rules and regulations as applicable to the ARIES Scientists/Faculty.

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4.3.2 ARIES will provide summer training, research facilities to students (not more than 10 at a time) and ARIES Scientists/Faculty will help in the preparation of teaching material for these students.

4.3.3 ARIES shall arrange Hostel/Guest House accommodation for Central University of Himachal Pradesh students coming for summer trainings subject to availability of accommodation and in accordance to the guidelines for accommodation charges by ARIES

4.3.4 ARIES Scientists/Faculty recognised by the CUHP as Adjunct Professor, Adjunct Associate Professor and Adjunct Assistant Professor will be permitted to be involved in teaching and evaluation of students' performance in theory as well as practical classes in the CUHP.

#### **4.4 Collaborative Research Degree (MPhil/PhD) Programme**

4.4.1 ARIES and the CUHP shall, subject to their rules and regulations and through mutual consultation, evolve a collaborative Research Degree (MPhil/PhD) programme.





4.4.2 Modalities of the collaborative research degree programme shall be worked out by the two organisations through mutual consultations and with due regard to the Act, Statutes and Ordinances of the CUHP and the rules and regulations governing the ARIES.

4.4.3 The student shall be required to submit 'No Dues Certificate' from the Co-guide from ARIES before submission of thesis.

4.4.4 The student shall submit a copy of his/her thesis to the ARIES Library.

## **5. Areas of Collaborative Research**

5.1 Areas of collaborative research shall be worked out mutually between the two parties keeping in view the research needs and priorities of the two parties and also depending upon the research expertise and research facilities available in the ARIES and the CUHP.

## **6. Co-ordination & 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 the CUHP and the Director ARIES through periodic meetings.

6.2 Director of the ARIES and Dean of the School concerned from CUHP would be the coordinators for activities under this MoU.

## **7. Financial Terms**

7.1 There shall be no financial obligations on the part of the ARIES and CUHP. Expenditures related to sample preparation, and



experimentation would be borne by respective labs at their own end.

## **8. No Liability Clause**

8.1 ARIES shall not be responsible for any loss or damage whatsoever, resulting due to implementation of any technology at the premises of CUHP or ARIES or due to testing of the same at the premises of CUHP or ARIES

8.2 CUHP shall not be responsible for any loss or damage whatsoever, resulting due to implementation of any technology at the premises of CUHP or ARIES, or due to testing of the same at the premises of CUHP or ARIES

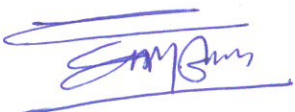
## **9. Confidentiality Clause**

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 this 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.

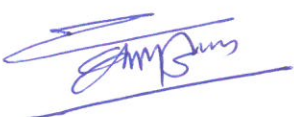
9.2 While the parties agree to co-operate and otherwise act in good faith with the view to the successful implementation, there is no financial binding on either party. This MoU is intended to mutual understanding of the parties hereto as at the date thereof.



- 9.3 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 recognized courier service or facsimile, or to the authorized persons of two organisations to be notified separately.
- 9.4 Each of the parties recognizes 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.
- 9.5 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 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.
- 9.6 While the parties agree to co-operate and otherwise act in good faith with the view for successful implementation, there is no financial binding on either party. This MoU is intended to mutual understanding of the parties hereto as at the date thereof.

## **10. Publications**

- 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 Publications, if any, in respect of the said studies will be with the prior mutual consent of ARIES and CUHP and shall be in the names of both the parties suitably acknowledged by ARIES /CUHP.

10.3 Prior publications will be avoided where a patent or patents may possibly be taken.

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## **11. Protection & Disposition of Ownership of Intellectual Property Rights**

11.1 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 the right to use such Background Information and Background Intellectual Property Rights for the purposes of the R&D work performed under the MoU.

11.2 All Foreground Information and Foreground Intellectual Property Rights created during the R&D work performed under the MoU shall be owned jointly by the parties.

11.3 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.





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

## **12. Patent & Patent Infringement**

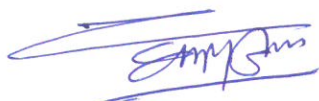
12.1 If the know-how developed as a result of a study undertaken under this MoU leads to a patent or patents being taken, the parties hereto shall mutually agree whether or not to apply for a patent/s and if so in which country. Patents taken, if any, will be in joint names of the two parties. The cost of taking out a patent shall be borne by ARIES or CUHP.

12.2 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 hereto.

12.3 In the event of patents being filed, out of the research work of a student working at ARIES for MPhil/PhD thesis under the sole supervision of scientist(s) from the ARIES, the CUHP shall have no claim to IPRs.

12.4 In the event of patents being filed, out of the research work of a student working at CUHP for MPhil/PhD thesis under the sole supervision of faculty member(s) of the CUHP, the ARIES shall have no claim to IPRs.

12.5 In the event of a patent being filed, out of the research work of a student working at ARIES for MPhil/PhD thesis under the joint supervision of the scientist(s) and faculty member(s) of the CUHP,



the cost of patenting and any monetary benefits accruing subsequent of filing and maintaining the patents will be shared by ARIES and CUHP on equal basis.

12.6 In the event of a patent being filed out of the collaborative research work between the faculty members of CUHP and the scientists of ARIES the cost of patenting and monetary benefits accruing subsequent to filing and maintaining of the patents will be shared by CUHP and ARIES on equal basis.

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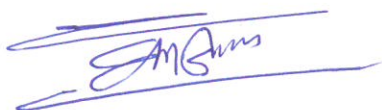
### **13. MoU and its Amendments**

13.1 This MoU shall be the principal repository of the terms and conditions agreed to between the parties and no amendment thereof shall take effect or be binding on both the parties unless such amendment is authorized by them and is recorded in writing and signed by the duly authorized representatives of both the parties.

### **14. Termination**

14.1 In case it is found by the two parties that the desired objectives cannot be achieved due to any reason(s) whatsoever, this MoU will be treated as terminated by a mutually agreed procedure without any liability on either of the parties.

14.2 However the MPhil and PhD students admitted under the collaborative research supervision shall continue to be governed by the same terms and conditions till the completion of their degrees in accordance with the Act, Statutes and Ordinances of the CUHP and the rules and regulations governing the ARIES .



## **15. Force Majeure**

15.1 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.

## **16. Arbitration**

16.1 Except as otherwise provided elsewhere in the MoU, in the event of any dispute or difference relating to, arising from or connected with the MoU such dispute or difference shall be resolved between the parties by mutual consultation and to the satisfaction of both the parties.

16.2 If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and amendments thereto, if any.

16.3 The Arbitration shall be conducted by the Arbitrator(s) appointed by the mutual consent of both the parties in accordance with the Rules of the said Act. The arbitral award shall be final and binding. The arbitration proceedings shall be held at Dharamshala.






## 17. Hold Harmless

17.1 The ARIES agrees to hold CUHP harmless from any claim or damages arising from the ARIES's performance of work under this contract. ARIES shall also hold CUHP harmless without any limitation from any claims or damages raised or damages suffered by the ARIES.

17.2 The CUHP agrees to hold ARIES harmless from any claim or damages arising from the CUHP's performance of work under this contract. CUHP shall also hold ARIES harmless without any limitation from any claims or damages raised or damages suffered by the CUHP.

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU on 25th day of June year Two Thousand and Twenty one.

  
25/06/21


**REGISTRAR**

Central University of  
Himachal Pradesh  
Dharamshala, H.P.

  
25/6/2021

**VICE-CHANCELLOR**

Central University of  
Himachal Pradesh  
Dharamshala, H.P.

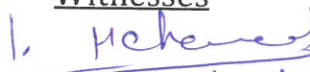
  
25/6/21


**Director**

Aryabhatta Research  
Institute of Observational  
Science (ARIES), Nainital

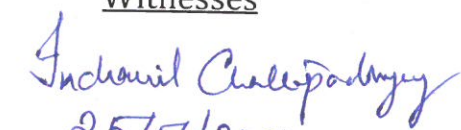
**Director**  
Aryabhatta Research Institute Of  
Observational Sciences (ARIES)  
(Under Department of Science & Technology)

Witnesses

1.   
25/06/2021

2.   
25/6/2021

Witnesses

  
25/06/2021  
[INDRANIL CHATTOPADHYAY]  
CHAIRPERSON, ACADEMIC COMMITTEE  
ARIES.





तपोमूलं हि साधनम्  
Research is the Root of all Quest



## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

RESEARCH FOR RESURGENCE FOUNDATION, NAGPUR

AND

CENTRAL UNIVERSITY of  
HIMACHALPRADESH, DHARAMSALA

This Memorandum of Understanding (MoU) is made and executed at Dharamshala, Kangra , Himachal Pradesh on this 22nd day of October of the year 2021 which is (KrishanPakshDwitiya) by and between:

1. **Research for Resurgence Foundation**, Sheshadri Sadan, Tulsibaug Road, Mahal, Nagpur, Maharashtra-440032 (Bharat) (*Hereinafter referred as RFR Foundation*) founded by voluntary organization Bharatiya ShikshanMandal by or repugnant to the subject shall mean and include its successors and assigns.

AND

2. (Central University of Himachal Pradesh )(*Hereinafter referred as CUHP*)  
**RFR Foundation** and (**CUHP**) are referred to individually as a "Party" and collectively as "Parties". Both Parties have reached the following intent to collaboration as per below described articles of this MOU.

## ARTICLE 1: BACKGROUND AND PURPOSE

- 1.1.1. Research for Resurgence Foundation is founded by voluntary organization Bharatiya Shikshan Mandal(hereinafter referred as RFR Foundation).The core objective of RFR Foundationis to bring paradigm shift in research outcome, research methodology and innovation-based technologies, ensuring Bharatiya prospective, philosophy and applicability.
- 1.1.2. TheRFR Foundationhas functional dimensions to strengthen and synchronize Research, Researchers, Resources and Reach.
- 1.1.3. The RFR Foundation is a multi-domain Research Institute and a network hub of research and allied activities in academics and industrial sector.

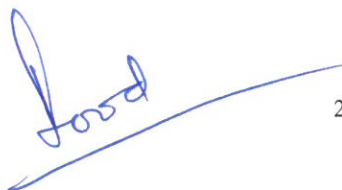
### AND

- 1.2.1. Central University of Himachal Pradesh (hereinafter referred as CUHP) is an University established by the Central Universities Act 2009 (No. 25 of 2009).
- 1.2.2. **CUHP**functions as per the provisions of the central University act and statute 2009 & Ordinances published by Central University of Himachal Pradesh.

### 1.1 Vision and Mission:

CUHP strives for Inclusive Access to Excellence in Higher Education and Research to emerge as Premier University of the Country at par with the best Universities of the World in terms of Programme Offerings, Curricular, Framework, Pedagogy, Research, Publications and Integration with the World of Work.

Objectives are to disseminate and advance knowledge by providing instructional and research facilities in such branches of learning as it may deem fit; to make special provisions for integrated courses in humanities, social sciences, sciences and technology in its educational programmes, to take appropriate measures for promoting innovations in teaching-learning process and inter-disciplinary studies and research; to educate and train manpower for the development of the country: to establish linkages with industries for the promotion of science and technology.



## 1.2 Purpose:

RFR Foundation and CUHP are interested in working together with mutual collaboration to give each other's strengths in research and facilities thereof, will mutually benefit the students and faculties for nurturing the research, innovation and creativity among students. Now therefore the parties hereto have agreed to enter into a memorandum of understanding considering the long term benefits of sharing the knowledge and resources between the institute and establish a strong academic collaboration, by undertaking joint responsibilities and activities in their respective field of excellence, research, resources, knowledge and human described in the article 2 of this MOU as area of collaboration.

## ARTICLE 2: AREAS OF COLLABORATION

The parties hereby agree to work collaboratively on following points for the effective and efficient engagement by fulfilling the purpose of this MoU towards strengthening and streamlining research in scientific and technology development, innovation and entrepreneurship ecosystem in Bharat. The mutually agreed **activities** by and between the parties keeping in view the existing law of the University are as under:

### 1. The responsibilities and work for CUHP:

#### 1.1. Setting-up functional RFR Foundation extension centre in academic campus for

- 1.1.1. Awareness, publicity & accessibility for RFR Foundation work, facilities and opportunities.
- 1.1.2. Awareness, publicity & accessibility for research activities, programs, seminar, workshops, conferences and like to be jointly organized.
- 1.1.3. Philosophical acceptance and responsibility towards concept of 'Resurgence'.
- 1.1.4. Monitoring, execution and evaluation of parameter/s of research applicability for nation / society / local requirement, incorporation of Bharatiya methodology and references in various programs at institutional level including Ph.D., M.Phil., Post-Graduation, Under Graduation research projects and research methodology program.





- 1.1.5. Establishing platform for converting strength & excellence in terms of infrastructure and human resource for betterment of educational systems across world.
- 1.2. To organize national, international events, program at mutually agreed interval.
- 1.3. To provide infrastructure, academic & technical Support in various activities organized by RFR Foundation, subject to availability.
- 1.4. Promote and support student(s), faculty(s) exchange programs.
- 1.5. Maintain respect and dignity among other Academic associates and Industrial associates of RFR Foundation.
- 1.6. Active participation in associate members' annual meetings organized by RFR Foundation.
- 1.7. To recognize RFRF as workplace for research including PhD studies and post-doctoral research.

## **2. The responsibilities and work for RFR Foundation:**

- 2.1. To provide Title "Academic Associate"& its certification to CUHP.
- 2.2. To provide access to knowledge resource centre of RFR Foundation.
- 2.3. To facilitate CUHP for industry-academia, academia-academia collaborations at national & international level.
- 2.4. To provide support in conduction of Refresher Courses, Orientation courses, Research methodology programs and faculty development program.
- 2.5. Promotion of Research Activities in common interest area.
- 2.6. Privileged invitation for event(s) / program(s) organized by RFR Foundation and Bharatiya Shikshan Mandal (limited number of guests).
- 2.7. Display and information about facilities and opportunities at CUHP in the reception gallery at foundation.
- 2.8. Two nominations (incumbent authorities) in *Samanvay Sabha* for associates.
- 2.9. Support in execution, monitoring and evaluation process of various research activities.
- 2.10. Access and usage of knowledge resource centre, infrastructural facilities such as convention centre at special 'Academic Associates' discounted charges.
- 2.11. The facilities for students and faculties at concessional charges.





2.12. Consultation, unbiased evolution of various educational processes as RFR Foundation Academic & Administrative Audit program.

2.13. Information and invitation for research events conducted by other associate members for associates' network.

### **ARTICLE 3: CO-ORDINATION AND NODAL OFFICER**

Both entities shall mutually decide and designate a nodal officer. The nodal officer will have responsibility for fulfilling the objectives of this agreement and also will carry out all activities mutually agreed by the parties.

### **ARTICLE 4: SCOPE**

The Parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions in accordance with Clause 6.3.

### **ARTICLE 5: DURATION**

This MOU shall be valid after its signature from the date of signing till for **FIVE** years. The Parties may further extend the MOU with mutual written consent, in order to ensure continuous inputs regarding in light of changing trends and environment in the area of collaboration for this MOU. As part of subsequent extensions, the Parties may agree to make amendment in the MOU.

### **ARTICLE 6: TERMS**

#### **6.1 Finance**

Both Parties shall be responsible to carry out the activities under the area of collaboration and New Project, Program, Conference, Seminar, Workshops and like which is co-designed/ organized by both of the parties. The financial arrangements wherever involved will be decided and approved after mutual consent and shall be



agreed to for each activity individually on resource deployment, arrangements and mobilization will be planned vis-a-vis.

### **6.2 Assignment**

Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior approval of other party. A specific agreement will be entered into for each activity.

### **6.3 Amendments**

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

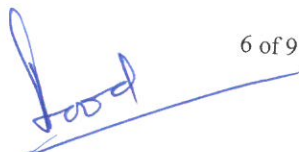
### **6.4 Non-Exclusive Discussions**

The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with other parties in Bharat or elsewhere.

### **6.5 Confidentiality and Public Announcement:**

6.5.1. "Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises (a) information in tangible form that: (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.

6.5.2. Neither Party nor any of the affiliates shall make any public announcement about the MOU and /or the scope of proposed engagement, without the prior written consent of the other Party. Any public announcement so made, shall be as outlined in the Article 2 of this MOU.



## **6.6 License and Intellectual Property Rights**

6.6.1. No license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing.

6.6.2. Both parties will take all necessary steps to protect the knowledge documents and intellectual Properties generated during the process or shared by the parties.

## **6.7. Conflict of Interest**

Neither of the parties believes that the Collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered into in connection herewith) are independent of any past, present or potential future arrangements, and are not connected to an existing business relationship between either of the parties.

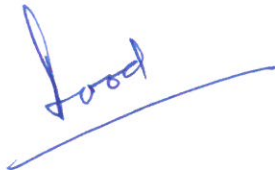
## **ARTICLE 7: TERMINATION**

7.1 This MOU shall also terminate without liability to either party if otherwise agreed to by the Parties in writing with a notice period of 1 month.

## **7.2 Survival and binding Nature**

7.2.1. Except for Clause 6 (Terms), Cause 7 (Termination) and 8 (Dispute Settlement) of this MOU, nothing contained in this MOU is intended to be or shall be construed in any way to be legally binding on any of the Parties.

7.2.2. Except as set forth elsewhere in this MOU, Clause 6 (Terms), Cause 7 (Termination), 8 (Dispute Settlement) shall survive the expiry or termination of this MOU.





## ARTICLE 8: DISPUTE SETTLEMENT

### 8.1 Governing Law and Jurisdiction

8.1.1. This MOU shall be governed by and construed in accordance with the laws of Republic of Bharat. All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of Bharat, without reference to conflict of laws principles.

8.1.2. All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in Hindi, English or any Bharatiya Language and the seat of arbitration will be Nagpur

### 8.2 Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below:

#### If to RFR Foundation:

Attention of: Secretary,

Address: Research for Resurgence Foundation, Sheshadri Sadan, Tulsibaug Road, Mahal, Nagpur, Maharashtra-440032 (Bharat)

Phone: 9822745768, 9422822795

Email: [info@rfrfoundation.org](mailto:info@rfrfoundation.org), [rfrfbharat@gmail.com](mailto:rfrfbharat@gmail.com) Website: [www.rfrfoundation.org](http://www.rfrfoundation.org)

#### If to CUHP

Attention of: Vice Chancellor

Address: Central University of Himachal Pradesh  
Vice Chancellor Secretariat,  
Dharamshala- Distt. Kangra  
Himachal Pradesh





Phone :01892-229330; 9418141389

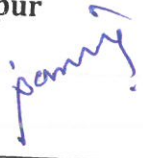
Email: [registrar@hpcu.ac.in](mailto:registrar@hpcu.ac.in), [vc@hpcu.ac.in](mailto:vc@hpcu.ac.in)

[www.cuhimachal.ac.in](http://www.cuhimachal.ac.in)

In witness whereof the parties hereto have signed, sealed and delivered this agreement on **22, October 2021** above written in presence of:

For,

**Research for Resurgence Foundation,  
Nagpur**

Sign 

Name: ~~Rajendra Pathak~~ Sh. Pankaj Nalpath

Designation: ~~Secretary RFRF~~  
Member


**Central University of Himachal Pradesh  
Dharamshala**

Sign  22/10/2021

Name: Prof. Vishal Sood

Designation: Registrar, CUHP

**Witnessed by:**

Sign  22/10/2021

Name: Prof. Pardeep Kumar

Designation: DSW

Sign 

Name:

Designation: Director, IQAC

