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### Memorandum of Understanding Between

**CSIR-NATIONAL BOTANICAL RESEARCH INSTITUTE, LUCKNOW  
&  
CENTRAL UNIVERSITY OF PUNJAB, BATHINDA**

THIS MoU made and entered into on this 31<sup>st</sup> day of October 2022 between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act (XXI of 1860) and having its office at Anusandhan Bhavan, 2, Rafi Marg, NEW DELHI-110001 (hereinafter referred to as CSIR) through CSIR-National Botanical Research Institute, Rana Pratap Marg, Lucknow – 226 001 (hereinafter called “CSIR-NBRI” which expression shall where the context so admits include its successors and permitted assigns) of the ONE PART.

AND

The Central University of Punjab, Bathinda, having its office at VPO, Ghudda, Punjab – 151 401 (hereinafter called “CUP”, which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART.

## **ARTICLE I - INTRODUCTION OF PARTICIPANTS**

1. The CSIR-National Botanical Research Institute (NBRI) – is amongst one of the constituent research institutes of the Council of Scientific and Industrial Research (CSIR), New Delhi. Originally set up as the National Botanic Gardens (NBG) by the State Government of Uttar Pradesh (U.P.), it was taken over by the CSIR in 1953. The NBG was renamed as the NBRI, i.e., The National Botanical Research Institute in 1978. This name has since correctly reflected the distinctive character and the R & D activities of this applied botanical institution only of its type in the country.

2. The Central University of Punjab (CUP) has been established through the Central Universities Act 2009 which received the assent of the President of India on 20th March 2009. This university is destined to emerge as a premier educational institution with the state-of-the-art infrastructure to provide quality education and research in science and technology as well as humanities and social sciences. The University is accredited 'A' grade in 2016 in first accreditation cycle by NAAC and has secured 95<sup>th</sup>, 87<sup>th</sup> and 84<sup>th</sup> rank in the year 2019, 2020 and 2021 respectively in the University category of NIRF.

## **ARTICLE II - PURPOSE OF AGREEMENT**

CUP, Bathinda, and CSIR-NBRI have recognized the importance of strong collaboration between national laboratories and universities in terms of research and academic activities. CUP, Bathinda, and CSIR-NBRI, Lucknow, have realized that they have common interests and are enthusiastic about developing a cooperation arrangement aimed at enhancing Indian higher education and research via mutual resource sharing. And whereas both organizations are eager to collaborate in any other areas that may be agreed upon for the advancement of knowledge-based enterprises, appropriate technical and management skills for future technology development; information exchange, and work toward effective research institution-academic partnerships for human resource development and R&D. Now, the parties (CSIR-NBRI and CUP) recognize and agree to collaborate on cooperative and collaborative research activities in several areas of common interest by entering into this MoU covering the activities listed below.

## **ARTICLE III - SCOPE OF MoU**

The scope of the MoU will be to collaborate for research and teaching in the designated subjects of Botany, Biotechnology, Environmental Sciences, Molecular Biology, Bioinformatics, Chemical Sciences, Pharmaceutical Sciences, Dietetics and nutrition, or any other field/discipline of mutual interest. Both the parties here wish to record the following main areas of cooperation on mutually agreed terms and conditions. Both the parties here to wish to record the following main areas of cooperation on mutually agreed terms and conditions.

## 1. Joint responsibilities:

- i. Mutual sharing of infrastructural facility for pursuing research and conducting R&D programmes.
- ii. Knowledge sharing in the field of Botany, Biotechnology, Environmental Sciences, Molecular Biology, Bioinformatics, Chemical Sciences, Pharmaceutical Sciences, Dietetics and nutrition, or any other field/discipline of mutual interest.
- iii. Exchange of Faculty in regular courses and training programme from both the institutions as per their time and availability after approval from the competent authority from the concerned institutions for the mutual benefit of the two institutions, there will be exchange of CSIR-NBRI and faculty members of the concerned school of Central University of Punjab.
- iv. Exchange of genetic resources of mutual interest and exchange of herbarium vouchers. Joint efforts will be undertaken for the conservation of rare and endemic plants.
- v. Collaborative and joint research project by CSIR-NBRI scientists/faculty and faculty members of the concerned school of Central University of Punjab through mutual sharing of the research facilities at CSIR-NBRI and Central University of Punjab.
- vi. Central University of Punjab and CSIR-NBRI may apply for collaborative projects jointly to national and international funding agencies and intellectual property rights on the outcome of research work will be equally shared by both institutions. The proposed research work should be related with the mandate of Central University of Punjab and CSIR-NBRI and will be of high national and international interest. Joint research proposals will clearly define roles of the two organizations based on respective capacities. The proposal will be sent only after due approval of relevant authorities of Central University of Punjab and CSIR-NBRI.
- vii. Under the joint project(s) of CSIR-NBRI and Central University of Punjab, M.Sc./JRF/SRF/Ph.D candidates/Faculty of Central University of Punjab would be able to carry out a part of their research work at CSIR-NBRI, and, Scientists/PIs/Faculty/JRF/SRF/Ph.D. scholars/scientists working in CSIR-NBRI would be able to carry out a part of research in Central University of Punjab. This would be performed with the approval of competent authority. Both the parties shall make available necessary laboratory facilities and testing of samples (*in vivo/in vitro/in silico*) for the purpose.
- viii. Faculty from Central University of Punjab will actively contribute in the progression of research work of the candidates carried out under joint supervision and outcome of the investigation may be published with due credit to supervisor/co-supervisor and researchers involved from both collaborators.
- ix. All the rules laid down for applicants of the Ph.D program of Central University of Punjab will also apply on students, scientists and technical staff of CSIR-NBRI willing to enrol in the Ph.D programme.
- x. CSIR-NBRI and Central University of Punjab will work closely to generate appropriately trainer manpower in the mutually identified areas of Science and Technology through organisation of formal academics' curricula, symposia, workshops, short term training courses etc. Scientists/Faculty/PG/PhD scholars may work in other institution for a short organisation 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.

- xi. Scientists/Faculty will be encouraged to deliver expert lectures/ invited talks at other institution. In such case, TA/DA will be borne by the host institute. These visits/training would be performed with the approval of competent authority.
- xii. There will be no financial liability on either party.

## **2. Responsibility of Central University of Punjab:**

- i. Mutual sharing of infrastructural facilities for pursuing research and conducting R&D programmes.
- ii. Exchange of Faculty in regular courses and training programme from both the institutions (CSIR-NBRI and faculty members of the concerned school of Central University of Punjab) as per their time and availability after approval from the competent authority from the concerned institutions for the mutual benefit of the two institutions.
- iii. Collaborative and joint research project by CSIR-NBRI scientists/faculty and faculty members of the concerned school of Central University of Punjab through mutual sharing of the research facilities at CSIR-NBRI and Central University of Punjab.
- iv. Students from both partnering institutes can seek combined guidance/mentorship/supervision from faculty members/scientists working in the field of mutual interest. This would be executed with the approval of competent authority.

## **3. Responsibility of CSIR-NBRI:**

- i. CSIR-NBRI shall provide access to its library, herbarium and research facilities to the students and faculty members of concerned schools of Central University of Punjab and that they shall be governed by the rules and regulations as applicable to the CSIR-NBRI Scientists/faculty.
- ii. Exchange of plant resource materials (Algae, Bryophytes, Pteridophytes, Gymnosperms, and Angiosperms) of mutual interest.
- iii. Allow students from CUP to undertake Master level projects and Ph.D. Research at CSIR-NBRI in relevant subjects.
- iv. CSIR-NBRI Scientists/faculty recognized by central university of Punjab as Adjunct Professor/Associate Professor/Assistant Professor. Adjunct Professor, Adjunct Associate Professor, Adjunct assistant Professor will be permitted to be involved in teaching and evaluation of students' performance and theory as well as practical classes in the Central University of Punjab as per their availability and consent after approval by competent authority.

## **ARTICLE IV - PERIOD OF MOU AND ITS EXTENSION**

This MoU enters into effect on the date it is signed and will be effective for five years from the date of signing by both parties. Its validity can indeed be extended by mutual consent of both parties. This Memorandum of Understanding substitutes all earlier correspondence and discussions, commitments, and agreements between the two parties on the scope of this

Memorandum of Understanding. The MoU will be periodically reviewed in a joint meeting to assess the progress and also to recognise new areas for collaboration.

## **ARTICLE V- WORK PLAN**

This MoU will be executed through the development of biannual work plans that will be established collaboratively and will precisely detail the activities to be carried out under this cooperative programme as well as the expected contributions of each party. These work plans can come from either side, but they must be approved by both parties before they can be implemented.

## **ARTICLE VI - PUBLICATION & INTELLECTUAL PROPERTY RIGHTS**

### **1. General clauses:**

- i. Each party shall provide proper protection of Intellectual Property Rights arising from collaboration under this MoU, in accordance with their respective laws, rules, and regulations, as well as international agreements to which both parties are committed.
- ii. If one Party conducts research exclusively and separately, or if the research findings are acquired solely and separately by one Party, the Party concerned alone will file for IPR grant, and if granted, the IPR will be wholly held by the concerned Party.
- iii. In the case of research results acquired via collaborative activity, both Parties shall seek intellectual property rights jointly, and once granted, these rights will be jointly owned by the Parties.
- iv. The Parties shall not assign any rights or liabilities deriving from IPR created by inventions/activities carried out under the MoU to any third party without the approval of the other Party.

### **2. Commercialization:**

- i. In the case of research results acquired via collaborative efforts under this MoU, both the CSIR-NBRI and the CUP will apply as co-applicants for intellectual property rights protection, subject to both parties' exclusive rights to commercialize the technology.
- ii. Publication(s): Any publication, document, and/or paper resulting from the Parties' collaborative effort under this MoU shall be jointly owned. The use of the Parties' names, logos, and/or official emblems in any publication, document, or paper shall require prior authorization from both parties. However, it is possible to verify that the official insignia and logo are not misused.

### **3. Confidential Information:**

- i. All information and documents exchanged pursuant to this MoU will be kept confidential and used only under the conditions specified by each party. Without the

- prior written approval of the other Party, a Party will not use the information for purposes other than those indicated.
- ii. The disclosing party retains exclusive ownership of any sensitive information. The parties agree that the disclosure of sensitive information does not provide or suggest to the recipient any licence, interest, or right in any intellectual property right of the other party.
  - iii. Unless otherwise agreed by the Parties, unpublished information found or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transferred to a third party.

#### **ARTICLE VII - DISCLOSURE OF INFORMATION**

- a. The CSIR-NBRI and CUP agree that except for a court order requiring disclosure, neither shall disclose to any third party without the written consent of the other, any information made available to the parties, in the performance of work and/or generated by the performance of work, under this agreement, except information which at the date hereof was:
    - (i) in the public domain
    - (ii) known to either prior to the date hereof as evidenced by written documents subsequently.
  - b. All data generated through this MoU with assistance by CUP from CSIR-NBRI's work programme shall be subject to explicit written approval signed by CSIR-NBRI and CUP.
  - c. All data generated through this MoU with assistance by CSIR-NBRI from CUP's work programme shall be subject to explicit written approval signed by CSIR-NBRI before publication of same by the CUP.
- The provisions in this Article shall survive termination or completion of the MoU.

#### **ARTICLE VIII - AMENDMENTS**

No amendments or alterations to this MoU shall be valid unless submitted in writing by both Parties or their authorised representatives and expressly stated to be an amendment to this MoU. Unless otherwise agreed, the modifications/changes will be effective as of the day they are made or performed.

#### **ARTICLE IX - JOINT WORKING GROUP**

A joint working group will be set up with representatives from both parties to follow up the execution of this MoU and suggest necessary measures for its development.

#### **ARTICLE X - VALIDITY / TERMINATION**

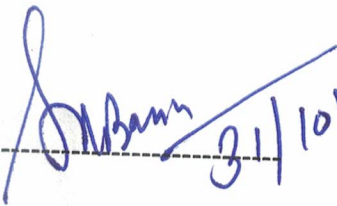
The MoU shall be effective from the date of its signing by both the parties. It shall be valid for a period of five years. Thereafter, it shall be automatically renewed for a period of five years unless either party serves notice on the other of its intention to terminate it, in which


event, the MoU shall stand terminated at the end of one calendar month from the date of issue of such a notice.

But the termination of this MoU shall not affect the validity or duration of specific collaborative programmes already being undertaken there under, unless decided otherwise by the parties by mutual consent. Any disputes arising out of the interpretation or implementation of the MoU shall be settled amicably by negotiation and consultation between parties.

IN WITNESS, WHEREOF, the two Parties herein to have signed this MoU on the dates indicated below.

For and on behalf of  
CSIR-NBRI, Lucknow

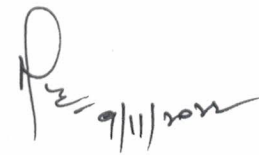
  
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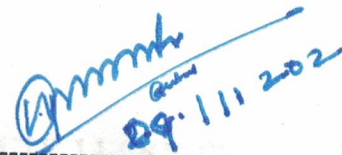
In the presence of  
**Dr. Manish S Bhoyar**  
Senior Scientist & Head  
Technology Transfer & Business Development Division  
CSIR-NBRI, Lucknow

Sachina Kumar Ratha  
S.K. RATHA  
PRINCIPAL SCIENTIST

For and on behalf of  
Central University of Punjab, Bathinda

  
9/11/2022

कुलसचिव / Registrar  
पंजाब केन्द्रीय विश्वविद्यालय, बठिंडा-151001  
Central University of Punjab, Bathinda-151001

  
29/11/2022

In the presence of

**Professor Anjana Munshi**  
प्रोफेसर अंजना मुंशी  
Department of human Genetics and Molecular Medicine  
मानव जेनेटिक्स और आणविक चिकित्सा विभाग  
Central University of Punjab  
पंजाब केन्द्रीय विश्वविद्यालय  
Main Campus, Ghudda Dist-Bathinda-151401  
मुख्य कैंपस, गुड्डा, जिला-बठिंडा-151401