



Council of Scientific & Industrial Research
(Dept. of Scientific & Industrial Research, Ministry of Sci. & Tech., Govt. of India)
Anusandhan Bhawan, 2 Rafi Marg, New Delhi - 110 001

DR. MEENAKSHI SINGH
Chief Scientist
Technology Management Directorate
Socio-economic Ministry Interface (TMD-SeMI)

E-mail: meenakshi@csir.res.in
Phone: 011-23714159 (D)
Fax: 011-23710340
Website: www.csir.res.in

No. 6/1/ UHSR-MoU CSIR /2021-TMD-SeMI

February 23, 2022

Sub: MoU between CSIR and Pt. B. D. Sharma University of Health Sciences,
Rohtak -reg.

Dear Sir,

Please refer your communication No.PGIPS/22/157 dated 15.02.2022 on the above mentioned subject.

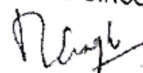
Please find enclosed herewith one original copy of the Memorandum of Understanding (MoU) for your kind perusal and records.

You may like to take appropriate action in this regard.

Kindly acknowledge the receipt of the same.

With regards,

Yours sincerely,


(Dr. Meenakshi Singh)

Dr. Gajendra Singh
Dean Faculty of Pharmaceutical Sciences,
Pt. B. D. Sharma University of Health Sciences,
Rohtak-124001




3/9/22



**Council of Scientific & Industrial
Research**



**Pt. B. D. Sharma University of Health
Sciences**

MEMORANDUM OF UNDERSTANDING

Between

Council of Scientific & Industrial Research

And

Pt. B. D. Sharma University of Health Sciences

This Memorandum of Understanding (MoU), is entered into this 22nd day of February, 2022 between Council of Scientific & Industrial Research, an autonomous body registered under the Societies Registration Act, 1860 having its principal place of business at Anusandhan Bhawan, 2, Rafi Marg, New Delhi - 110 001 (hereinafter called 'CSIR' which expression shall, unless excluded by or repugnant to the context, be deemed to include its constituent laboratories/research institutes and successors and permitted assigns) of the one part.

And

The institute was started under the name of Medical College, Rohtak in 1960. For the first three years, the students were admitted to Government Medical College, Patiala which acted as a host Institution. In 1963, the students were shifted to Rohtak. In the subsequent years, multifaceted expansion measures have transformed the Institute into a fully developed center of Medical Education and research in all the major disciplines of Medicine.

Following the establishment Pandit Bhagwat Dayal Sharma University of Health Sciences in 2008, it was incorporated in the university (hereinafter to as "Pt. B. D. Sharma University of Health Sciences" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns) of the other part.

Background

Pt. B. D. Sharma University of Health Sciences and Council of Scientific & Industrial Research (CSIR) share interests in both Research & Academics.

The two parties have identified that a stronger relationship between them is mutually beneficial and wish to establish a more formal relationship with each other.

Whereas Pt. B. D. Sharma University of Health Sciences, Rohtak accredited with 'A' Grade by NAAC, is a State Government University. The University is committed to develop as a centre of excellence and global leader in the field of medical education, research, accessible and affordable healthcare, committed to the pursuit of knowledge, diversity and creativity. It aims to create dedicated healthcare professionals who are globally competitive, ethical, morally responsive and fully committed for providing compassionate healthcare. University pays special attention to provide an environment to excel and innovate in the medical education, research, comprehensive patient care of global standards and outreach activities.

Whereas, The Council of Scientific and Industrial Research has emerged as the largest research and development organization in India. As of 2013, it runs 38 laboratories/institutes, 39 outreach centres, 3 Innovation Centre and 5 units throughout the nation, with a collective staff of over 14,000, including a total of 3987 scientists and 6454 technical and support personnel. Although it is mainly funded by the Ministry of Science and Technology, it operates as an autonomous body through the Societies Registration Act, 1860. The research and development activities of CSIR include aerospace engineering, structural engineering, ocean sciences, life sciences, metallurgy, chemicals, mining, food, petroleum, leather, and environmental science. In terms of Intellectual property, CSIR has 2971 patents in force internationally and 1592 patents in force in India.

Whereas CSIR (Council of Scientific and Industrial Research) is the largest research and development organization that aims to pursue science which strives for global impact, technology that enables innovation-driven industry and nurture transdisciplinary leadership thereby catalyzing inclusive economic development for the people of India. The people and nation-Centre thrust to science, technology and societal pursuits remains the cornerstone of CSIR's mission. The CSIR has got 38 laboratories/institutes to its credit, which together works towards science and engineering leadership, innovative technology solutions; open innovation and crown sourcing; nurturing talent in transdisciplinary areas; science based entrepreneurship; and socio-economic transformation through science and technology intervention.

Now therefore, both parties have agreed to come together and have decided to work jointly on the following terms and conditions in identified areas of mutual interest, in accordance with the prevailing rules, regulations and norms of either or both the Parties & Government of India, as may be applicable.

1) Commencement

This Memorandum of Understanding ("MoU") shall be effective from the date of signing and shall continue for a period of 5 years and further extension shall be mutual consent of the parties.

2) Scope

This MoU which is for five (5) years is established to provide collaborative cooperation through:

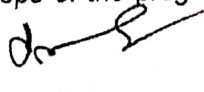
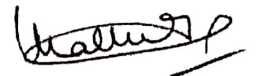
- Collaborative Research Work:
 - University Of Health Sciences, Rohtak and CSIR through their laboratories will jointly identify specific fields to conduct collaborative research programs of mutual interest and benefit to both parties including clinical trials.

- **Student Training Programs:**
 - Training programs for students will be explored and organized as per guidelines of both the institutes.
- **Faculty Exchange Programs:**
 - Both the parties will organize joint conferences, symposia and workshops on the identified areas of research and education with the universities, research institutes, hospitals and industry to foster higher levels of research collaborations and networking.
- **Instrumentation Facility:**
 - The facilities of instruments of both the institutes shall be used by the students and faculty as per their respective guidelines.
- **Joint projects:**
 - Project proposals may be jointly submitted to DBT, CSIR, DST, ICMR, UGC or any other National/International funding agencies for funding to carry out further studies of selected project/molecules.
- **Clinical trials:**
 - In current scenario, there is a great need to conduct clinical trials on newly developed vaccines, drugs, therapies and devices. The use of newly developed formulations can further be extended for clinical trials to have more utility for the human beings. Clinical trials by faculty, scientists and students will jointly be conducted by both the parties at CSIR/ University of Health Sciences, Rohtak laboratories. Exchange of scientific personnel and other facilities conducive for clinical trials shall be executed in the interest of humanity/science and the institutions.
- Any other areas of mutual interests.

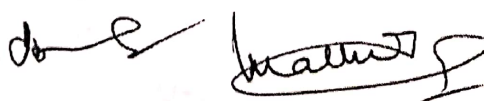
3) General Provisions:

Both the parties are willing to cooperate and support each other for implementing this MoU effectively through the following:

- i. The MoU shall be effective from date of signing and shall remain in force for a period of 05 years (as agreed upon)
- ii. The collaborators shall initiate the work after obtaining necessary approval of the research project from institutional Animal and Human Ethics Committee of University of Health Sciences, Rohtak and CSIR respectively along with National Biodiversity Authority (NBA) and/or State Biodiversity Boards (SSB) as applicable.
- iii. This Memorandum of Understanding would serve only as a record of the parties' intentions and does not constitute or create, any legally binding or enforceable obligations, express and imply, under domestic or international law.
- iv. This Memorandum of Understanding shall become effective on the date of signatures of both parties, or if the dates vary, then the date of the later signature.
- v. University of Health Sciences, Rohtak and CSIR shall mutually decide the progress of implementation of the program and the benefits of the collaboration shall be shared mutually.
- vi. Both parties shall take necessary financial approvals from the competent authority for fulfilling the scope of the program under clause 2 on case to case basis.

- vii. Without any financial liability on each other, both parties and their students can visit the collaborating institutes as per requirements of the project(s).
- viii. The collaborators shall consult each other for any publication(s) in respect of research work. These publications (papers, reports etc.) shall be in the names of actual research workers wherein it will be duly acknowledged that the work has been carried out under the collaborative research program of University of Health Sciences, Rohtak and CSIR laboratories. As a part of collaboration, the outcomes of the research under this MoU shall develop joint publication(s).
- ix. Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo are not misused. Applications for joint patents will be filed in the name of both institutions namely University of Health Sciences, Rohtak and CSIR. Primary authorship shall be owned by the initiator of the patent work.
- x. Each party shall be responsible for the annual maintenance of the facilities including all the instruments.
- xi. Nothing contained herein shall constitute this partnership or joint venture agreement or constitute either party as the partner, principal or agent of the other, this being a MoU between independent contracting entities.
- xii. No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications shall be effective from the date on which they are made, unless otherwise agreed to.
- xiii. Both parties shall do their utmost to ensure the smooth and efficient implementation of the program.
- xiv. The parties will use their best efforts to settle all matters in dispute amicably. All disputes and differences of any kind related to this MoU shall be jointly settled on mutually agreed terms and conditions.
- xv. Neither of the parties will be responsible for any losses, financials or otherwise which the other party may suffer after termination of the MoU. Both the parties will keep the shared information confidential upon termination or expiry of the MoU.
- xvi. Both parties will abide by the prevailing policies of University of Health Sciences, Rohtak as well as CSIR laboratories w.r.t. the classified information/data. During the tenure of this MoU and thereafter, both parties undertake on their behalf and on-behalf of their students and subcontractors or employees, representatives or associates to maintain strict confidentiality and to prevent disclosure thereof to any third party, all the information and data exchanged or generated during the operation of the MoU.
- xvii. Both parties agree that except for court order requiring disclosure, neither shall disclose to any third party(ies) without the written consent of the other stakeholder, any information made available to the parties, in the performance of work and/or generated under the performance of the work, under this MoU,



- viii. All the costs related to the drafting, filing, prosecution, maintenance and infringement of the IPRs including but not limited to patent applications/patents shall be shared equally between the Parties.
- ix. If either of the "Parties" do not intend to file/pursue an application for an IPR in any jurisdiction, then they shall permit the other "Party" to obtain the IPR and shall execute the necessary documents as and when required. However, the IPR shall continue to remain in the names of both the "Parties". Further, if one of the institutes decides not to share the expenses for protecting IPR, then it shall assign its rights to the other institute to enable it to file for IPR protection.
- x. In accordance with the provisions of section 39 of the Indian Patents Act, 1970 any patent application accruing from the Joint research under this MoU shall be first filed in India.
- xi. In case the collaborative research under this MoU is based on any "Biological Resource" obtained from/ occurring in India, then the necessary permission for filing any IPR must be taken from the National Biodiversity Authority, Chennai under the provisions of section 6 of the Biological Diversity Act of India, 2002

7) Publications:

Pt. B. D. Sharma University of Health Sciences, Rohtak would retain its right to publish research conducted with in its laboratories (excluding confidential information) without consent/ written permission from the other party.

8) Technology Transfer:

Technology transfer agreement: Technology transfer agreements are initiated when a private party sees research conducted at the Institute in the form of a publication (conference or journal). The agreement should give reference to the publications of the technology being published.

9) Force Majeure:

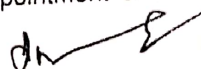

Both the parties shall have no liability in respect of any delay in carrying out of the activities of failure to carry the activities under MoU caused due to any acts of the government, or any circumstances or any circumstances outside the reasonable control of both the parties hereto.

10) Indemnification:

Each party shall keep indemnified the other party for any loss; cost and expenses caused to the other party due to the negligence, mishandling, and application of less technical support or for any other reason what so ever.

11) Arbitration and Jurisdiction

- i. If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this MoU including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this MoU, such disputes or differences shall be settled under the Rules of Delhi International Arbitration Center, New Delhi by Sole Arbitrator to be appointed out of the panel of arbitrators of Delhi International Arbitration Centre (DAC) with the consent of both the parties failing which the aggrieved party shall approach to the court of competent jurisdiction for the appointment of the sole Arbitrator in accordance



with the Arbitration & Conciliation Act, 1996 (As amended/modified from time to time) and Rules framed there under for the time being in force (the Act) and the reference to arbitration shall be deemed to be submission within the meaning of the Act.

- ii. If however, 'Pt. B. D. Sharma University of Health Sciences, Rohtak' or 'CSIR' does not make any claim or demand or raise any dispute or difference in terms of sub clause (i) of this Clause 11 within one year from the date on which such demand or claim arises, 'Pt. B. D. Sharma University of Health Sciences, Rohtak' or 'CSIR' shall be deemed to have waived and abandoned such claim or demand or the right to raise such dispute or difference against the other party.
- iii. The language of arbitration proceedings shall be English and venue of the Arbitration shall be at Delhi International Arbitration Centre at New Delhi.
- iv. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- v. The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this MoU expires or ceases to exist or is terminated or revoked or declared unlawful.
- vi. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral Award is published the parties shall continue to perform all of their respective obligations under this MoU without prejudice to a final adjustment in accordance with such award.
- vii. The High Court of Delhi at New Delhi and Courts subordinate to it shall have exclusive jurisdiction in all matters concerning this MoU including any matter arising out of the Arbitration Proceedings or any Award made therein.

12) Use of Name and Logo

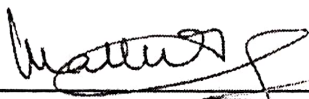
No party shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of another party without first obtaining prior written consent from the other party. The Parties intend that this provision shall be binding upon them and shall survive the termination or expiry of this MoU.



- 13) I WITNESS THEREOF, the parties represented by their authorized representatives, set-forth their hands on this day, month and year first stated above, agreed and accepted this MoU to be signed (in two original copies) in the presence of following witnesses.

Names of the coordinators of the both the institutions must be mentioned in the MoU.

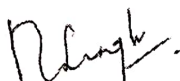
For and on behalf of
Council of Scientific and Industrial
Research



Name: Dr. Vibha Malhotra Sawhney
Designation: Head, TMD-SeMI

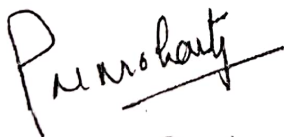
CSIR, Anusandhan Bhawan
New Delhi
प्रमुख/Head
प्रौद्योगिकी प्रबंधन निदेशालय-एस.आई.एम.आई
Technology Management Directorate-SeMI
निस्केयर बिल्डिंग, 14-सत्संग विहार मार्ग, नई दिल्ली-67
NISCAIR Building, 14-Satsang Vihar Marg, New Delhi-67

Witness 1



Name: DR. MEENAKSHI SINGH
Designation: Chief Scientist
CSIR, Anusandhan Bhawan
New Delhi

Witness 2



Name: Dr. Roshan Mohanty
Designation: Principal Sec.
CSIR, Anusandhan Bhawan
New Delhi

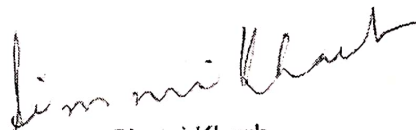
For and on behalf of
Pt. B. D. Sharma University of Health
Sciences



Name: Dr. H. K. Aggarwal
Designation: Registrar

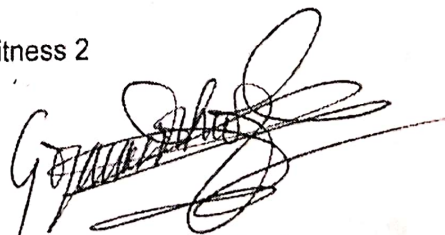
UHS
Rohtak

Witness 1



Name: Dr. Simmi Kharb
Designation: Sr. Professor
UHS
Rohtak

Witness 2



Name: Dr. Gajendra Singh
Designation: Dean Faculty of Pharmaceutical
Sciences, UHS
Rohtak