



हिमाचल प्रदेश HIMACHAL PRADESH

00AA 370803

MEMORANDUM of UNDERSTANDING
BETWEEN

CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY
(Council of Scientific and Industrial Research), Palampur, Himachal
Pradesh

&

THE INDIAN INSTITUTE OF TECHNOLOGY,
Mandi, Himachal Pradesh

1. THIS AGREEMENT

- 1.1 THIS AGREEMENT made and entered into on this Twenty Sixth day of September Two Thousand Eleven between the Council of Scientific and Industrial Research, a society registered under the Societies Registration Act (XXI of 2, 1860), having its registered office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi-110001 (hereinafter called CSIR which expression shall where the context so admits include its successors and permitted assigns) of the ONE PART,

And

Indian Institute of Technology Mandi, Himachal Pradesh , an

Institute of National importance established as a Registered Society and soon to be recognized by a special Act of Parliament of Republic of India (hereinafter called IIT Mandi which expression shall where the context so admits includes its successors and permitted assigns) of the OTHER PART.

2. PREAMBLE

2.1 WHEREAS CSIR at its constituent Institute namely CSIR-Institute of Himalayan Bioresource Technology, Palampur (H.P.) (hereinafter called CSIR - IHBT) wishes to carry its Mission to provide an Industrial R&D base for establishment, upgradation and sustainable management of bioresources in the Himalayan region through agro-technology, processing technology and biotechnology for the benefit of the people at the National and International level.

2.2 WHEREAS in recognition of the role of IIT Mandi, as an Institution committed towards promoting academic excellence in Science & Technology by way of research projects, teaching and training.

The parties wish to enter into a Memorandum of Understanding which will enhance and strengthen the ties amongst the above two organizations through exchange of ideas, techniques, results, experience and personnel in order to build up and improve the working relations of the institutions involved encompassing a number of aspects of scientific and commercial importance in the area of Biotechnology, Chemical Sciences, Bioinformatics, Chemical Engineering, Food Sciences and Agriculture and any other area of mutual interest. The scope of MOU also includes sharing of Analytical Facilities and library on preferential terms.

Both the parties wish to exchange Confidential Information during this period when they plan to discuss various aspects of project formulation to be undertaken and both recognize that unauthorized release of confidential information into the public domain could cause the PARTIES to this agreement commercial harm.

Now it is hereby agreed:

1. Definition

1.1 "Confidential Information" shall mean all information and data disclosed on or after the date hereof by or with the authority of one PARTY to the other PARTY in connection with the project.

Such confidential information shall include but shall not be limited to information and data whether expressed in oral form or in the form of Technical information and whether represented by patents, copy rights including but not limited to know how generally.



- 1.2. **"Technical Information"** shall include but not be limited to notes, letters memoranda, tables, databases, data books, diaries, computer prints, test and data stored in computers, programmes, drawings, charts, illustrations, materials prepared or made available PURSUANT TO THE PROJECTS.
- 1.3 **"Disclosing Party"** shall mean any party disclosing Confidential Information to the other party under this Agreement.
- 1.4 **"Receiving Party"** shall mean any party to whom Confidential Information is disclosed by the other party under this Agreement.
- 1.5 **"Project"** shall mean and include the individual Projects under the Agreement, the terms and conditions for execution of each of which shall be jointly agreed on.

2 OBLIGATION OF THE RECEIVING PARTY

Receiving Party Shall:

- 2.1 Receive and keep the Confidential Information in confidence and not disclose such Confidential Information to any THIRD PARTY.
- 2.2 Take all necessary precautions to ensure that such undertaking is enforced and is enforceable.
- 2.3 Use the Confidential Information only for the purposes of the Project (s) as agreed for and not for any other purpose(s).
- 2.4 Only disclose the Confidential Information under binding obligations of confidence to those employee(s), SECONDED STAFF, officers, consultants and collaborators as need to have an access thereto wholly necessarily and excluding for the purpose of the Project request.
- 2.5 Not without a prior written consent of the Disclosing party make any commercial use of or make a commercial gain from the Confidential Information.

3. LIMITATIONS OF THE OBLIGATIONS OF THE RECEIVING PARTY

- 3.1 The above clause shall not apply to the Confidential Information which was known to the Receiving Party prior to its receipt/communication by or through the Disclosing Party (either directly or indirectly as evidenced by the Receiving Party's records).



3.2 Is or comes in the public domain through no fault on the part of the Receiving Party.

3.3 Is legally obtained by the Receiving Party from a Third party lawfully in possession thereof who did not obtain the same directly or indirectly from the disclosing party.

4. RETURN OF THE CONFIDENTIAL INFORMATION:

4.1 At the request of Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all Technical Information provided by them and all copies thereof made by or in the possession of under the control of the Receiving Party and those authorized to receive such Confidential Information pursuant to this agreement.

5. The purpose of Memorandum of Understanding to further the following objectives

5.1 To develop collaborative activities in furtherance of the common interests to both the institutions;

5.2 To develop high quality research and research related activities in the area of Biotechnology, Bioinformatics, Chemistry, Chemical Engineering, Food Technology and Agriculture and any other aspects of mutual interests on complementary basis.

5.3 To participate in collaborative research by jointly developing research projects for submission to the appropriate funding agencies.

5.4 To promote the exchange of scientific, technical staff and scholars/students among the institutions for research, education and training.

Parties will work together to implement these objectives in the following way:

1. Scientific collaboration to include broad areas of Biotechnology, Bioinformatics, Chemistry, Chemical Engineering, Food Science and Agriculture and Analytical Chemistry.
2. Both parties will explore through different funding agencies, the most effective and efficient means through which natural resources can be used in a sustainable way to mutual advantage and benefit, fully taking into account all relevant legislation especially that related to biodiversity.
3. CSIR-IHBT and IIT Mandi to participate fully in joint research projects, and agree for appropriate business arrangements as and when required.



4. It is recognized that development programme will be driven by commercial opportunities emerging from joint research. Appropriate business plans for commercial coordination will be developed jointly as and when required.
5. The results of work produced through the joint effort of the parties under the terms of this MOU will be jointly owned. Disclosure of any such results to parties outside this MOU will only be done with the agreement of both the parties.
6. The parties hereby agree that the intellectual property (IP) generated as a result of work under this MOU should be protected jointly and the ownership shall largely depend on the extent of intellectual contribution made by members of each party.
7. Research findings covered under this Memorandum of Understanding shall be published upon mutual agreement among the parties according to normal academic practice. The publication(s) may be joint or separate as determined in each specific case, except in the case of annual reports.
8. Involvement of CSIR-IHBT personnel in academic activities at IIT Mandi, including guest teaching in courses auditing/crediting courses, registration for degrees. Normal selection procedures and academic norms of IIT will apply.
9. A joint Implementation Committee will be set up with representatives from the Parties to meet twice in a year at a mutually agreed place to follow up the execution of this MOU and suggest necessary measures for its development.
10. The parties to this MOU may, by written mutual consent, add, modify, amend or delete any words, phrases, sentences or articles in this MOU.
11. The MOU shall be effective from the date of its signing by the Parties and shall remain in operation until 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.

The MOU will be reviewed after every 3 years by the selected representatives of the two Organizations involved at a mutually decided time and place.

In witness, whereof, the parties hereunto have signed the MOU at this Twenty Sixth day of September, 2011.

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Signed on behalf of


CSIR-Institute of Himalayan Bioresource
Technology (CSIR) Palampur (H.P.) - 176 061

Indian Institute of Technology
(IIT) Mandi (H.P)



P.S. Ahuja
Director

26/9/11



Prof. Timothy A. Gonsalves
Director