

MEMORANDUM OF UNDERSTANDING

BETWEEN



CHITKARA UNIVERSITY RESEARCH & INNOVATION NETWORK (CURIN)
Chitkara University, Rajpura, District Patiala (Punjab) - 140 401

AND



DST-CURIE Research & Teaching Laboratory (DCRTL)
Govt. College for Girls, Ludhiana, Punjab - 141001

This Memorandum of Understanding (MoU) is entered into on 27th day of February, month of 2023.

This Memorandum of Understanding (MoU) sets for the terms and understanding between:

BY and BETWEEN :

(i) Chitkara University Research & Innovation Network (CURIN), Chitkara University, represented by Dr. Satyam Kumar Agrawal, Professor, CURIN, Chitkara University, Punjab, having its Corporate office at Chitkara University, Campus, Chandigarh-Patiala National Highway, Village Jhansla, Rajpura, Punjab-140401, hereinafter referred to as "**CURIN**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

(ii) DST-CURIE Research and Teaching Laboratory (DCRTL), a Laboratory has been established under CURIE (Consolidation of University Research for Innovation & Excellence in Women Universities) grant by Department of Science & Technology (DST), Govt. of India at Govt. College for Girls (GCG), Ludhiana, represented by Dr. Tarunpreet Singh Thind, Assistant Professor, PG Department of Botany, Govt. College for Girls, Ludhiana, hereinafter referred to as "**DCRTL**".

1. Preamble

CURIN

Chitkara University, Punjab is recognized by Punjab government with the right to confer degrees as per the Sections 2(1) and 22(1) of the UGC Act, 1956. The sprawling campus of the University is equidistant from Chandigarh, Mohali, Panchkula, Ambala and Patiala. The University offers multi-disciplinary programs, which are designed to be industry-relevant. Chitkara University is actively engaged in Research and Innovation under Chitkara University Research and Innovation Network (CURIN).

DCRTL

Govt. College for Girls, Ludhiana (Punjab) was established in the year 1943 and is a premier Post Graduate College of North India, located in the heart of Ludhiana. The college is affiliated to Panjab University, Chandigarh and imparts quality education in Science, Commerce and Arts streams at the graduate, as well as post graduate level. A well-equipped Research and Teaching Laboratory (DCRTL) has been established at the college, under CURIE (Consolidation of University Research for Innovation & Excellence in Women Universities) grant by Department of Science & Technology (DST), Govt. of India.



2. Areas of Common Interest

Both CURIN and DCRTL have agreed to enter into a scientific collaborative understanding on the terms and conditions enumerated in this MoU. For the purpose of this MoU, the general areas of interest common to both organisations are the following:

- i. Sharing of expertise, domain knowledge and facilities in the areas of biological research.
- ii. Providing available analytical facilities of the institute at subsidised rates.
- iii. Cooperation among working technical groups on mutually agreed research problems related to multi-disciplinary areas/technologies.
- iv. Promoting interaction among the faculties and students of both the organizations by exchange visits.
- v. CURIN and DCRTL shall work towards Joint Research and development Programs funded by outside Government and Non- Government agencies.
- vi. Primary areas of interest include: Natural Product Research, Evaluation of Bioactivities.
- vii. CURIN and DCRTL will explore collaborative research program in the identified areas.
- viii. Any other areas of mutual interest.

3. Protection of IPR

In broad terms, the IPR issues will be based on the following principles:

- i. All research results and foreground information as well as foreground intellectual property rights, generated during the joint research work, whether or not legally projected, shall be owned jointly by CURIN and DCRTL and therefore, all resultant derivatives (like publications, patents, etc.) shall be jointly authored owned.
- ii. CURIN and DCRTL shall consult each other before publishing any research results and foreground information generated during the joint research to ensure that no proprietary information is released and that foreground intellectual property rights are not jeopardized. Post consultation, any such publication proposal, shall be deemed approved in the event, there is no objection from the party seeking to oppose within a period of thirty (30) days of receipt of a content(s) of such a publication, both parties agree to suitably modify amend the content thereof in order to avoid disclosure of confidential information or patentable material. In any case, any party may delay publication till a period of ninety (90) days or the filing of a provisional application which ever earlier. CURIN and DCRTL shall confer and consult each other regarding preparing, filing prosecuting, maintaining of



Intellectual Property Rights applications including patent applications covering research results and foreground information generated during the joint work.

- iii. CURIN and DCRTL shall not disclose any research result and foreground information, generated during the joint research, to any third party without seeking prior written permission from each other. Any scientific information exchanged shared between the parties for joint research supervision will not be transferred to any third party without consent of the other party.

4. **Terms of Collaboration**

- i. CURIN and DCRTL agree to enter into scientific project agreements on case-to-case basis with pre-defined objectives, scope of work and mutual obligations, terms & conditions, financial arrangements, liabilities, Intellectual Property Rights and similar contractual obligations.
- ii. In case either party decides to permit use of its equipments, facilities, manpower to the other by for executing a project, the scope of such a project, cost estimates of the project, modalities of payment and all other related aspects would be worked out jointly by CURIN and DCRTL through separate proposals/agreements as per guidelines.
- iii. The papers emerging from mutually agreed collaborative projects will be published jointly.

5. **Disclaimer**

This MoU is not intended by the CURIN and DCRTL to constitute, create, give effect to, or otherwise recognize a joint venture, agency, partnership or formal business organisation of any kind. Each party hereto shall act as an independent entity and neither shall act as an agent of either organisation for other purposes. Neither party has the authority to bind the other party.

6. **Non-exclusive**

The agreement reflected by the provisions of this MoU is non-exclusive in nature and both the parties can enter into cooperative arrangements with other parties to suit their organisational needs.

7. **Confidentiality**

The parties understand that in the course of their association, they shall have access to confidential information provided by the other party. Accordingly, the parties agree to execute Separate Non-Disclosure Agreements, as and when required, before disclosure of any such confidential information. Parties agree that such information shall be maintained in the strictest confidence and trust, except such information

which, by its nature, is not confidential or which is in the public domain or which the party comes to know about other than through violation of any law or legal obligation, provided that such party may be entitled to disclose such information if legally required to be disclosed to a Competent Authority Failure to maintain confidentiality shall entitle the affected party to take available legal recourse and terminate the MoU.

8. Period of Validity

The MoU would be valid for a period of Three (03) years from the date of signing by the parties. At the end of validity period of the MoU, a fresh MoU with similar/modified terms may be considered for signing.

9. Reviews

The MoU shall be reviewed periodically by both the parties and additions deletions can be done with mutual consent.

10. Termination

The MoU can be terminated by either party after giving one month's notice to the other party subject to fulfilment of commitments already agreed upon.

11. In no event will CURIN and DCRTL be liable to each other for any incidental, consequential, special and exemplary, direct or indirect damages or lost profits, lost revenues, or loss of business arising out of the subject matter of this MoU, regardless of the cause of action, if such loss etc., is unintentional and beyond reasonable control.

12. The MoU constitutes the understanding between the parties here to except as otherwise provided herein, no addition, amendment or modification of this MoU shall be effective unless it is in writing and signed by both parties by their respective authorized signatories.

13. Any disputes arising out of this MoU will be settled by mutual negotiations between the parties. If the dispute is not settled amicably, then it shall be referred to an arbitrator mutually appointed by both the parties. The arbitration proceeding shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996 and the rules, regulations, amendments thereof. The venue of the arbitration shall be Chandigarh. Courts in Chandigarh only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the ambit of Arbitration.



14. The Authorized Signatory of each of the parties represents and warrants to the other party that they are duly authorized to execute this MOU and execution by such authorized signatory shall bind the parties by virtue of their having necessary authority, power and permission from the respective parties to enter into this MOU and perform respective obligations under this MOU.


In witness whereof, the undersigned, duly authorized, have signed this Memorandum of Understanding at Chandigarh on 27th Feb., 2023. It has been executed in two originals. One is to be retained by CURIN, Chitkara University, Punjab and the other by DCRTL, Govt. College for Girls, Ludhiana (Punjab).



(Dr. Satyam Kumar Agrawal)
Professor (Research),
CURIN Chitkara University Research & Innovation Network (CURIN)
Chitkara University, Punjab

Date: 27-02-2023

Witness:

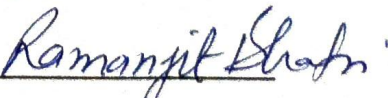
1. 
DR. Varsha Singh
Asst. professor
CURIN



(Dr. Tarunpreet Singh Thind)
Assistant Professor &
Nodal Officer
DST-CURIE Program
Nodal Office, DST, CURIE
Govt. College for Girls, Ludhiana

Date: 27-02-2023

Witness:

1. 
MS. RAMANJIT BHATTI
Asst. Prof. & HEAD
PG DEPARTMENT OF BOTANY
GCG, LUDHIANA