

Certificate of Memorandum of Understanding

Between

**Dr. Harisingh Gour Vishwavidyalaya (A Central University),
Sagar (M.P.)**

and

**Chhatrapati Shahu Ji Maharaj University,
Kanpur (U.P.)**



The memorandum of understanding is made among **Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)** and **Chhatrapati Shahu Ji Maharaj University, Kanpur (U.P.)** to promote research, education and training in the areas of science and technology.

Terms and Goals of Agreement:

- Promote and support Research, Education and training activities.
- Design and develop outreach activities and programmes.
- Exchange knowledge and human resources with the aim to promote quality education.

This agreement shall become effective from 27th November 2020.

A handwritten signature in black ink, appearing to read 'Lantab', is written over the printed name of the Registrar.

Registrar

**Dr. Harisingh Gour Vishwavidyalaya
(A Central University)
SAGAR (M.P.)**

कुलसचिव / Registrar

**डॉ. हरीसिंह गौर विश्वविद्यालय, सागर (म.प्र.)
Dr. Hari Singh Gour Vishwavidyalaya, Sagar (M.P.)**

A handwritten signature in black ink, appearing to read 'W', is written over the printed name of the Registrar.

Registrar

**Chhatrapati Shahu Ji Maharaj
University
KANPUR (U.P.)**

THIS **MEMORANDUM OF UNDERSTANDING** is entered on the 27th day of November 2020.

Between

DOCTOR HARISINGH GOUR VISHWAVIDYALAYA, SAGAR (MP) 470003 is a Central University catering to the needs of education and research in higher education (hereinafter referred to as **DHSGV**), which expression shall, unless it be repugnant to the context or meaning thereof, to be deemed to include its successors, executors, administration and assignee), being of the FIRST PART;

And

CHHATRAPATI SHAHU JI MAHARAJ UNIVERSITY, KANPUR (U.P.) is a University for education and research in science and technology, medicine, humanities, law and management (hereinafter referred to as **CSJMU**) which expression shall, unless repugnant to the context in which it is used, includes its successor and administration) of the SECOND PART.

CSJMU and **DHSGV** individually referred to herein as a 'party' and collectively as the 'parties'. The Schools and Departments of Doctor Harisingh Gour Vishwavidyalaya, SAGAR MP will be the participating on behalf of Doctor Harisingh Gour Vishwavidyalaya, SAGAR, M.P. (**DHSGV**).

A: Preamble:

Whereas, **Doctor Harisingh Gaur Vishwavidyalaya (DHSGV)**, established in 1946 as India's sixteenth University and upgraded as a Central University, in year 2009, having accredited Grade A (3rd Cycle, 2015) by the National Assessment and Accreditation Council (NAAC), Bangalore is imparting instruction and conducting research in the various streams in the Schools of



Arts, Languages, Natural Sciences, Chemical Science, Biological Sciences, Engineering and Technology, Social Sciences, Humanities, Education, Commerce, Law, Music and Fine Arts. It has 35 University teaching departments, 11 Schools and 21 affiliated colleges in the state of Madhya Pradesh. Apart from conventional degree, it offers post graduate and research courses in Geology, Pharmacy, Criminology & Forensic Science, Anthropology, Performing Arts, Journalism & Mass Communication, Adult Education, Electronics, Business Management, Microbiology, Biotechnology and Computer Applications which attract a large number of students from the four corners of the country. The thrust areas of research in various Departments of the university include novel drug delivery systems, nano-biotechnology, herbal research, chemical research and technology especially in the areas of Natural Product Chemistry, Nanoscience and Technology, Electro Chemistry, Material Science, Lipid Chemistry, Environmental Chemistry, Chemical Kinetics, Heterocyclic Chemistry, Coordination Chemistry, Bioinorganic Chemistry, Synthetic & Structural Inorganic and Organic Chemistry, Analytical Separation Chemistry, Bioinorganic, Catalysis, Solid-State, Computational Chemistry, Plant and Animal Biotechnology including the transgenic research. Cancer Biology and Cardiovascular disease including the Molecular approach, Plant-Pathology, Microbiology and Ecology, microbial glycosidases, L asparaginase, thermophilic fungi, mycobacteria, enteric bacteria, zebra fish, biofilm, cancer and biosensors. disease and therapeutic biology, cancer biology, herbal medicine, immunology & cell signalling, fish biology, entomology, environmental biotechnology and vermin biotechnology. This University has a Sophisticated Instrumentation Centre which hold various useful and high precision instruments for research and teaching in the science and technology. Some of the specific facilities available are Scanning and Transmission Electron Microscopes (Sem and TEM), Nuclear Magnetic Resonance Spectrometer (NMR), Flow Cytometer, Confocal Laser Scanning Microscope, Gas Chromatograph Mass Spectrometer and DNA Sequencer. The University also has Institutional Animal Ethical Review Board and animal research facility as well as Ethics committee for performing research on human volunteers.

Whereas, **Chhatrapati Shahu Ji Maharaj University, Kanpur (CSJMU)**, established in 1966, has been on the map of higher education for more than six decades. It has 956 affiliated colleges in several districts. Spreading



over a campus of 264 acres, the university is booming with academic activities. While the undergraduate and post-graduate programmes in all disciplines of Art, Science, Commerce, Law, Engineering, Management, Pharmacy and Medicine are offered in affiliated colleges and institutions, the residential wing of the campus includes faculties of Life Sciences, Biosciences and Biotechnology, Business Management, Education and English. It also has a Computer Centre, a department of Adult and Continuing Education, Communication and a College Development Council. For catering to the needs of young engineering aspirants, the university runs an Institute of Engineering and Technology in the campus offering courses in four branches of engineering viz. Computer Science, Information Technology, Mechanical Engineering, Chemical Engineering, Materials Science and Metallurgical Engineering, Electronics and Communication, Fashion Technology, Interior Design, Bioinformatics, Physics, Chemistry and Mathematics. The university seeks to contribute to student an education through curriculum design, the development of new courses and the application of a forward looking and innovative teaching methodology. Kanpur, the industrial capital of U.P. and commonly known as the Manchester of Northern India has had a very eventful history. It has contributed much to the growth and economic development of the country. Equally memorable and inspiring is its role in the first Indian War of Independence. The Institute of Biosciences and Biotechnology consists of six Departments: Biochemistry, Biotechnology, Environmental Science, Food Technology, Nutrition Science, and Microbiology. The Institute was established in the year 2001 to provide higher education and facilitate research in the emerging biological areas and offer courses at UG, PG and PhD levels. Over the years, the various departments in IBSBT have received funding from State and Central Funding agencies such as UGC, CSIR, DST, DBT, DAE, DST(UP) and RUSA grant for carrying out research as well as development of teaching and laboratory infrastructure. The major thrust areas of research in the university include ethnopharmacology, natural product, phytochemistry, novel drug delivery system, Chemical engineering, Computer Science and Information, Mechanical Engineering, Electronics & Communication and Material Science & Engineering, plant physiology and enzyme technology, diabetes and rheumatoid arthritis, fish biology and genetics, molecular cancer biology, cell signaling, cancer therapy and drug development. The Central Instrumentation Facility was established recently to promote science and research activities in different departments of the University as well as its affiliated colleges. It



provides facilities for users under one roof for researches applying tools and techniques in protein and nucleic acid separation & detection, analytical and biochemical techniques, microbial and animal cell cultures, PCR and RT-PCR, various microscopy and spectroscopy techniques. The University also has Institutional Animal Ethical Review Board and animal research facility.

Whereas, it is highly desirable to develop multi-disciplinary training and research through involvement and integration of diverse but relevant disciplines through synergy and knowledge sharing, and ensure dissemination of knowledge to all corners of the country;

Both parties felt that a sustained, synergetic and effective collaboration between **DHSGV** and **CSJMU** will enhance the strength, and add value to, the efforts of each party;

The Parties therefore agree on the objective of creating an institutional framework for enriching scientific endeavors in mutually agreed fields of research and training with the following broad objectives:

B: Broad Objectives:

1. Develop synergetic collaborations in a resource-sharing and knowledge-sharing environment in various areas of science and technology.
2. Develop academic programmes and share expertise in training and other academic activities through joint organization of events, joint guidance of students, exchange of faculty and students, etc.
3. Design and develop outreach activities and programmes for various mutually identified goals of **DHSGV** and **CSJMU**.
4. To collaborate **DHSGV** and **CSJMU** for conducting research in science and technology and for facilitating students to conduct research and register for awarding doctorate degrees and diplomas in Supervisor/Co-supervision manner. The degree and diploma certificates can be awarded by either party up on mutual consent and approval from competitive authorities and as per norms laid down in the respective University Ordinances and UGC (Minimum Standards and Procedure for Award of M.PHIL./PH.D. Degrees) Regulations, 2016.
5. Develop collaborations in laboratories and equipments sharing and the charges for availing the facilities at either party may be waived off for students and research scholars.



6. Develop research programmes for funding by internal, national and international agencies with mutual consent between collaborating faculty members.
7. Extended research publications, consultancy and patents if any as outcomes of the joint collaborative research through mutual consent.

C: Mode of Operation:

Both parties will provide necessary support for effective implementation of the MoU within then institutional rules and procedures

1. This MoU shall be effective from the date it is signed by the two Parties **for five years.**
2. Within the broad framework of the MoU, **CSJMU**, and **DHSGV** can develop joint research, academic or scientific programmes, exchanges, development of facilities, etc.
3. Any financial commitment for joint activities under this MoU shall be subject to the approval by the competent authority of the respective organization.
4. The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee constituted of members nominated by both parties; each organization will appoint a coordinator who will organize joint meetings at regular intervals at mutually agreed locations and maintain records of agreements, work plan and progress.
5. The visitors will be bound by the rules and regulations as well as code of conduct of the host institution.
6. The Internal Coordination Committee will also formulate the procedure for exchange of students, faculty and other visitors, in accordance with the rules of the host participating institutions as defined in preamble.
7. The mode and quantum of resource sharing will be decided based on recommendation of the Coordination Committee on the case to case basis, **subject to approval of competent authority as required.**
8. The Coordination Committee will formulate action plans at its meetings and communicate for information and necessary approvals by the concerned authorities.
9. In case of transfer/installation of equipments and other capital assets, an additional document of commitments shall have to be signed by the receiving institute.



D: Obligations of the Parties

1. In accordance with the clause C-4 as above, each party shall nominate a Coordinator and members to the Coordination Committee within 15 days of signing the MoU.
2. Each Party shall provide all necessary support at its disposal and as allowed by its institutional rules, for implementing this MoU effectively.
3. **DHSGV** and **CSJMU** will recognize their faculty members as Guide/Co-guide as per the provisions of pertaining to respective University ordinance and UGC Regulation for Ph.D. 2016, for students to jointly register at **DHSGV** and **CSJMU**, and vice-versa.
4. **CSJMU** will train & guide students and faculties from **DHSGV** based on need and availability of resources as per institutional procedure or vice versa.
3. The Parties shall share knowledge and facilities within the institutional rules of each Party, to:
 - (a) Provide access to libraries, archives, research laboratories and other facilities.
 - (b) Provide access to high-end instruments and equipments as mutually agreed.
 - (c) Encourage joint discussions on new developments, formulation of academic and writing of scientific and technical papers and projects.
 - (d) Share knowledge/ information and publications/magazines/literature as may be essential for the academic pursuit.
 - (e) Provide logistical support for the scientists/experts involved in this MoU at both parties' locations.
 - (g) No financial commitment from either Organization shall be assumed unless a formal approval/acceptance to that effect has been accorded through signed documents by both the Organizations.

E: Duration and Termination

1. This MoU shall remain in force initially for a period of five years, however, where after, it may be **renewed automatically for an extended period unless any of the parties seeks termination in writing.**
2. This MoU may be terminated prior to the expiry of the MoU as indicated above with three months notice and with the written consent of the Heads of the two organizations.



3. Termination of this **MoU** between the participating components (DOPS) shall not terminate the agreements entered between the **Parties** and with any third parties whom the **Parties** may have entered into in executing the agreements under this **MoU**; the **Parties** shall continue to obtain the benefits of the **MoU** and agreement. After termination of **MoU**, neither of the **Parties** will be responsible for any losses, financial or otherwise, which the other **Party** may suffer. Upon termination or expiry of the **MoU**, **Parties** are obliged to keep the information confidential, as agreed above.

F: Data Sharing and Intellectual Property Rights

1. No rights in Industrial and/or Intellectual Property (Including without limitation, letters, patent, registered design, software copyrights, trademark and copyright) owned by the **Parties** on the date of signature of this **MoU** and independently developed on their part are hereby granted by the owning **Party** to the other **Party**, nor shall any such rights be deemed to be granted except specified by the owning **Party** in writing. Each Party will have the exclusive ownership and rights on the independently developed intellectual property after the signing of **MoU**.
2. The Intellectual Property Rights in respect of joint project will be decided on case-to-case basis. **Parties** will mutually decide on sharing of required information by way of joint publication in journals and seminars or workshops etc. All publications resulting from the collaboration between the **Parties** will be mentioned in the scientific reports of the either **Party**.
3. Sharing of any data generated (either observational or computational) under the aegis of this MoU shall be as per the provisions of the specific project/programme
4. Each Party shall duly acknowledge the contribution/involvement of the other Party in a given activity in its bulletins/publications/media release/outreach and any other official communication.
5. Every member of both Parties in any activity under the aegis of this MoU shall abide by the prevailing policies of Govt. of India with respect to classified information/data. During the tenure of this MoU and for **Five years** thereafter, **Parties** undertake on their behalf and on behalf of their employees or representatives or associates to maintain strict



confidentiality and prevent disclosure thereof to any third party, all the information and data exchanged or generated during the operation of MoU.

G: GENERAL PROVISIONS

1. Neither **Party** shall assign, or in any manner, transfer its interest or any part thereof in this **MoU**, except to wholly owned subsidiaries and agreed explicitly to that effect in writing. This **MoU** shall be binding on and inure to the benefit of the **Parties** hereto and their respective heirs, personal representatives, successors and assignees; and,
2. This **MoU** constitutes the entire understanding between the **Parties** relating to the subject matter hereof and supersedes and cancels any and all previous or collateral **MoUs**, negotiations, commitments, representations or understandings between the **Parties** with respect to this **MoU**, and the subject matter hereof. If any of the provisions of this **MoU** are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this **MoU** shall not render any other portion invalid; and,
3. No amendments or modifications of this **MoU** shall be valid unless they are 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/changes shall be effective from the date on which they are made or executed unless otherwise agreed to.
4. This **MoU** is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the **Parties** shall be only those expressly set forth herein. Nothing in this **MoU** shall be construed to grant either **Party** the right to make commitments of any kind for or on behalf of the other without the other's prior written consent. At all times contemplated herein, and **DHSGU-CSJMU** shall remain independent entities, each responsible for its own employees. Each **Party** assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the **Party**.

Two handwritten signatures in blue ink, one on the left and one on the right, representing the two parties to the agreement.

H: FORCE MAJEURE

Neither **Parties** shall be held responsible for non-fulfillment of their respective obligations under this **MoU** due to the exigency of one or more of the Force Majeure events such as, but not limited to, the acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemic, Riots, Civil commotions etc. provided on the occurrence and cessation of any such event the **Party** affected thereby shall give a notice in writing to the other **Party** within 30 (Thirty) days of such occurrence or cessation. If the Force Majeure conditions continue beyond 6 (six) months, the **Parties** shall jointly decide about the future course of action.

I: GOVERNING LAWS AND DISPUTES RESOLUTION

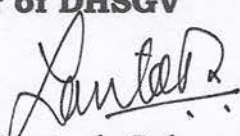
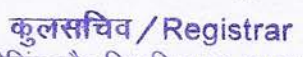



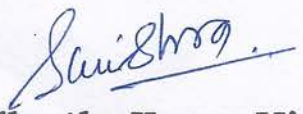
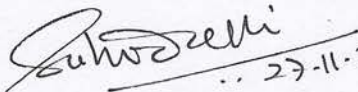



1. This **MoU** shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.
2. This **MoU** is to create a framework for enriching scientific endeavors in mutually agreed fields of research through collaboration in developing and implementing new academic and research programmes and faculty and students exchange. Hence any question, doubt or dispute arising out of the interpretation of any term or usage herein or on the implementation and functioning of the various understandings forming a part of this **MoU** shall be resolved by the Heads of the two organizations or their authorized representatives for the purpose mentioned herein by discussions and negotiations based on consensus in the spirit of developing and strengthening the mutual relationships.
3. Any unresolved dispute if any, shall be referred to Sole Arbitrator in accordance with **Arbitration and Conciliation Act, 1996** and rules framed thereof. Arbitrator shall be appointed on mutual consent of Parties. Arbitration shall be conducted at Kanpur and Sagar in English language. The decision of arbitrator so reached shall be final and binding on both the parties.



J: SEAL OF THE PARTIES

In witness whereof, the **PARTIES** represented by their authorized representatives, set forth their hands on this the day, month and year first stated above, agreed and accepted this **MoU** to be signed in the presence of the following witnesses:

IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed by its duly authorized authorities as of date first written above.

For and on Behalf of DHSGV, SAGAR	For and on Behalf of CSJMU, Kanpur
1. Registrar of DHSGV Signature:  Name: Mr. Santosh Sohgaure Seal  कुलसचिव / Registrar डॉ. हरीसिंह गौर विश्वविद्यालय, सागर (म.प्र.) Dr. Hari Singh Gour Vishwavidyalaya, Sagar (M.P.)	1. Registrar, CSJMU Signature:  Name: Dr. Anil Kumar Yadav Seal  REGISTRAR C.S.J.M. UNIVERSITY KANPUR
2. Chairman, Council for Industry & Higher Education Collaboration (CIHEC) Signature:  Name: Prof. Sanjay Kumar Jain Chairman, CIHEC Seal:	2. Link Person from CSJMU Signature:  Name: Dr. Siddhartha Kumar Mishra Associate Professor Department of Life Sciences CSJMU, Kanpur
Witnesses (Name & Signature):  1. Prof. Subodh Kumar Jain Professor, Department of Zoology Doctor Harisingh Gour Vishwavidyalaya, Sagar  2. Prof. Umesh Kumar Patil Professor, Department of Pharm. Sci. Dr. H. S. Gour Vishwavidyalaya, Sagar	Witnesses (Name & Signature):  1. Prof. Nand Lal Professor, Dean & Head Department of Life sciences, CSJMU, Kanpur  2. Prof. Anshu Yadav Professor, Dean of Students Welfare CSJMU, Kanpur