

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



GOVERNMENT PHARMACY COLLEGE-SERAJ

BAGSAID, TEHSIL THUNAG, DISTRICT MANDI (H.P) - 175035

AND



DR. YASHWANT SINGH PARMAR UNIVERSITY OF

HORTICULTURE AND FORESTRY, NAUNI SOLAN (H.P). 173230

Memorandum of Understanding

The Memorandum of Understanding hereinafter referred to as MoU is signed on 21st December 2021-----between the **Government Pharmacy College Seraj, VPO: Bagsaid, Tehsil Thunag, District Mandi (Himachal Pradesh)- 175035** hereinafter called “GPCS” which expression, unless otherwise provided, shall include its successors and assignees, on the one part and the **DR YS Parmar University of Horticulture and Forestry, Nauni, Solan (Himachal Pradesh) - 173230**, hereinafter called “UHF” which expression, unless otherwise provided, shall include its successor or assignees on the other part.

1. Preamble:

1.1 Whereas the **Government Pharmacy College Seraj (GPCS)** and the **Dr. Y S Parmar University of Horticulture and Forestry, Nauni Solan (UHF)** have realized the need for a close linkage between Pharmacy Institute and University in terms of research and academic activities. Given this, **Government Pharmacy College Seraj** and **Dr. Y S Parmar University of Horticulture and Forestry, Nauni Solan** agree to join hands to promote interdisciplinary research, impart vocational and skill-oriented training and other programs to benefit persons of both organizations, academic activities leading to academic excellence, new knowledge generation, innovative technology development, professional skill and competence development, vocational training and capacity building.

2. Recitals

- 2.1 AND WHEREAS both the GPCS and the UHF recognize that they share common goals and are desirous to establish, a cooperative arrangement towards- strengthening education and research through mutual resource sharing.
- 2.2 AND WHEREAS both organizations are desirous to associate in all other related areas as may be agreed upon for furtherance of knowledge-based enterprises and management skill for future technology development, exchanging of information and work towards effective Research Institution- Academia partnerships for Human Resource Development and R&D.
- 2.3 NOW THE PARTIES (GPCS and UHF) hereby acknowledge and agree to work on collaborative academic and research excellence by entering into this MoU covering the activities as detailed below.

3. Period of MoU and its Extension

- 3.1 This MoU comes into effect from the date of its signing and will remain in force till the completion of five (05) years. Its validity can be extended by mutual agreement between both parties.
- 3.2 This MoU supersedes all the previous correspondences and discussions, undertakings, and agreements between the two parties on the subject of this MoU.

4. Scope of MoU

- The scope of the MoU will be to collaborate in teaching and research in the areas of Science and Technology (Medicinal and Aromatic Plants) and other such areas agreed upon mutually. Both the Parties hereto wish to record the following main areas of cooperation on mutually agreed terms and conditions.

4.1 Aimed at Head of Institutions

- Sensitization Programme of One Day duration shall be organized for Heads of Institutions with a view to:
 - a) Enable them to appreciate the need and importance of promoting self-employment among students.
 - b) Help them facilitate the creation of a conducive environment for the free growth of the concept in their respective institutions.

4.2 Aimed at Faculty Members of The Participating Institutions

- Capacity Building Programmes of about 5-day duration shall be organized for Faculty Members of the Participating Institutions with a view to:
 - a) Exchange faculty/technical personnel on a part-time basis for a limited period for implementation of joint tasks within the areas of cooperation.
 - b) That the faculty/staff and research fellows registered for the Ph.D. degree may visit the other institution for a short period in connection with their research work under a collaboration program. They shall be considered on duty with the parent organization for that period and their visits will be governed by prevailing norms of respective organizations.
 - c) That the faculty/technical personnel will be encouraged to deliver lectures/invited talks in the other organization. In such cases, TA/DA will be borne by the host institute. These visits/training would be performed with the approval of the competent authority.
 - d) Sharpen the delivery skills related to the promotion of self-employment among faculty members.

4.3 Aimed at Students

- a) Developing a new pattern of course involving interdisciplinary research.
- b) Student intern program.
- c) Skill-oriented training and vocational courses.
- d) Dissertation project for U.G. and P.G. and Research students.
- e) Technology development and demonstration.
- f) Capacity building and human resource development for the practicing personnel of industry and others.
- g) Information education and communication on product and process development and related other topics of mutual interest.
- h) An interdisciplinary laboratory on the pharmaceutical process and particle engineering to solve the issues relating to manufacturing cost, product efficacy, safety, and bioavailability

4.4 Joint Conference/ Workshop

- Both the parties agree to hold/conduct, whenever feasible, national events, workshops, conferences, training programs jointly within the areas of mutual interest.

4.5 Sharing of Facilities

- The two organizations agree to share their respective important R & D facilities to promote academic and research in the areas of cooperation to intensify the high priority area programs of science & technology (Medicinal and Aromatic Plants). Both the organizations agree to share and utilize equipment, facilities, hardware, software, and other materials & components developed in-house in the area of cooperation if advisable within the framed rules governing both the organizations. Access to laboratory, library, and other supporting facilities for UG and PG students.

5. Areas of Collaborative Research

- 5.1 Areas of collaborative research shall be worked out mutually between the two parties keeping in view the research needs and priorities of both the parties and also depending upon the research expertise and research facilities available.

6. Co-ordination and Progress Review Committee(CPRC)

6.1 It is agreed that the progress of this MOU shall be monitored by a review committee comprising the Vice-Chancellor of the UHF and the Director of GPCS through periodic meetings.

The collaborative research shall focus on:

1. Development of Herbal drug technology.
 2. Helpings rural people through knowledge and practice of medicinal and aromatic plants for startups.
 3. Share knowledge and practice in establishing and maintaining Herbal Garden.
 4. Joint research aspects of Pharmacy, Horticulture, and Agriculture lead to the creation of rural livelihood and opportunities based on the needs and priorities of both institutions.
- 6.2 The Director of Research/Deans of UHF and the Director of GPCS will act as coordinators for activities under this MOU.

7. Financial Terms

7.1 There shall be no financial obligations on the part of the GPCS and UHF expenditures related to sample preparation and experimentation would be borne by respective institutes.

8.0 No Liability Clause

8.1 None of the parties shall be responsible for any loss or damage whatsoever resulting due to testing or implementation of any technology in the collaborative research being carried out at the premises of the collaborating institutes.

9.0 Confidentiality Clause

9.1 Both the parties acknowledge the confidentiality of the information, which may be transferred between the parties or obtained or developed during this exchange from time to time as being essential to this MoU, and agree not to disclose the same to any third party. However, each party shall be free to disclose this information as-is:

- 9.1.1 In the public domain at the time of disclosure.
- 9.2 Required to be disclosed by official authorities following applicable law or regulations.
- 9.3 Any notice request or other communication required or permitted to be given under this MoU shall be in writing.

- 9.4 Each of the parties recognizes that the successful implementation of this MoU to mutual satisfaction and benefit will require a significant degree of cooperation and good faith on behalf of both parties. Each of the parties resolves to act in good faith and follow the spirit of this MOU to implement the provisions following the mutual desire and in the interests of the parties.
- 9.5 Both the parties undertake not to transfer, for any consideration to be received by them, the know-how technology generated during the period of this MoU to any other party in any manner whatsoever without the prior written approval of both the parties whether within and beyond the period of this MoU. Both the parties shall take all necessary measures to ensure that the knowledge/data generated under this MoU will not be passed on or disclosed to any third party.

10.0 Publications

- 10.1 Publications in the collaborative work, if any, in respect of the development of the know-how as envisaged with the prior mutual consent of both the parties shall be in the name of the investigators. Both the parties shall be suitably acknowledged.
- 10.2 Prior publications in collaborative work will be avoided where a patent or patents may be taken.

11.0 Protection and Disposition of Ownership of Intellectual Property Rights

- 11.1 The ownership of all Background Information and Intellectual Property Rights generated by the parties before the MoU shall rest with the respective parties. However, parties' shall have the right to use such Background Information and Intellectual Property Rights for the R&D work performed under the MoU.
- 11.2 All Foreground Information and Intellectual Property Rights created during the R&D work performed under the MoU shall be owned jointly by the parties.
- 11.3 Parties to this MoU shall work towards the filing of Intellectual Property Rights applications including patent applications on all such innovative/novel ideas which are the outcome of collaborative research and share equally the attendant expenditure related to filing, prosecution, grant, maintenance, etc. of the same.
- 11.4 In the event of any extraordinary situation including infringement suits filed by third parties, parties shall initiate any action in mutual consultation and agreement.

12.0 Patent and Patent Infringement

- 12.1 If the know-how developed as a result of a study undertaken under this MoU leads to a patent or patents being taken, the parties hereto shall mutually agree whether or not to apply for patents and if so in which country. Patents were taken, if any, will be in joint names of the two parties. The cost of taking out a patent shall be borne by Both GPCS and UHF.
- 12.2 In the event of any claim or act is being brought against either party to this MoU alleging infringement of a patent of a third party, the parties hereto shall mutually decide whether to defend the claim or not. The cost of defense against any such claims or action shall be borne by the two parties hereto.
- 12.3 In the event of a patent being filed out of the collaborative research work between the faculty members of UHF and that of GPCS the cost of patenting and monetary benefits accruing after filing and maintaining the patents will be shared by UHF and GPCS.

13.0 MoU and its Amendments

- 13.1 This MoU shall be the principal repository of the terms and conditions agreed to between the parties and no amendment thereof shall take effect or be binding on both the parties unless such amendment is authorized by them and is recorded in writing and signed by the duly authorized representatives of both the parties

14.0 Termination

- 14.1 In case it is found by the two parties that the desired objectives cannot be achieved due to any reason(s) whatsoever, this MoU will be treated as terminated by a mutually agreed procedure without any liability on either of the party.

15.0 Force Majeure

- 15.1 Neither party shall be held responsible for non-fulfillment of their respective obligation under this MoU due to the exigency of one or more of the force majeure events, such as but not limited to Acts of God, War, Flood, earthquakes, strike(s), lockout(s), epidemics, riots, civil commotion, etc. provided on occurrence and cessation of such events, the party affected by these shall give notice in writing to the other party within one month of such occurrence and cessation. If the Majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

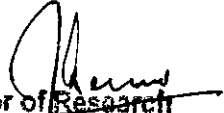
16.0 Arbitration

16.1 Except as otherwise provided elsewhere in the MoU, in the event of any dispute or difference relating to, arising from, or connected with the MoU such dispute or difference shall be resolved between the parties by mutual consultation and to the satisfaction of both the parties

17.0 Hold Harmless

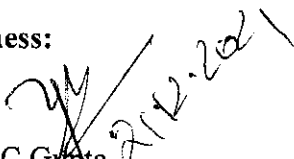
17.1 Both parties agree to hold each other harmless without any limitations from any claim or damages arising from the performance of work under this agreement.

IN WITNESS WHEREOF, THE Parties hereto have duly executed this MOU on
21st... day of *December*... year *2021*..


Director of Research
Dr. Y.S. Parmar University of
Horticulture & Forestry
Nauni, Solan-173230

DIRECTOR OF RESEARCH
Dr. YS Parmar University of Horticulture
and Forestry, Nauni, District Solan,
Himachal Pradesh-173230

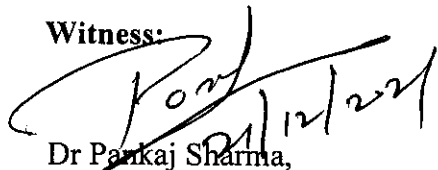
Witness:


Dr YC Gupta
Professor-cum-Advisor,
College of Horticulture & Forestry, Thunag,
District Mandi,
Himachal Pradesh-175 048


DIRECTOR/PRINCIPAL,

Government Pharmacy College - Seraj,
VPO: Bagsaid, Tehsil : Thunag, District:
Mandi, Himachal Pradesh -175035

Witness:


Dr Parkaj Sharma,
Assistant Professor,
Government Pharmacy College –Seraj,
VPO: Bagsaid, Tehsil Thunag, District
Mandi, Himachal Pradesh -175 035