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Second Party : Gurukul Kangri Deemed to be University Haridwar  
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## THIS MEMORANDUM OF UNDERSTANDING

is made on the <sup>7<sup>th</sup></sup> 24<sup>th</sup> day of June, 2021

### Between

Centre for Aromatic Plants (CAP), Government of Uttarakhand  
Industrial Estate Selaqui-248011, Dehradun, Uttarakhand, India

### AND

Gurukula Kangri (Deemed to be University), Gurukula Kangri, Haridwar-249404

### Background

- i. Centre for Aromatic Plants 'CAP' and Gurukula Kangri (Deemed to be University) 'GK (DU)' share interests in joint research in the areas of research in Aromatic plants, Ayurveda and Traditional Medicine.
- ii. CAP and GK (DU) have identified that a stronger relationship between them is mutually beneficial and wish to establish a more formal relationship with each other.

### 1. Commencement and Duration

- 1.1. This Memorandum of Understanding ("MOU") shall take effect on the date of signing and shall continue for a period of 5 years unless terminated earlier in accordance with the provisions of Clause 7.

### 2. Force of this MOU

- 2.1. The areas of agreement outlined in this MOU are described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of one or more formal agreements between CAP and GK (DU) unless specifically noted herein, this MOU is not intended to be of legal force and effect in any manner whatsoever. This MOU shall not create a legal relationship between the parties.

### 3. Broad Areas for Cooperation

- 3.1. CAP and GK (DU) will discuss the possibility of cooperation in the following areas:
  - (a) CAP and GK (DU) scientists/ faculty members will help each other in conducting common research programmes.
  - (b) CAP and GK (DU) can jointly develop and submit the project/s in various funding institutions for obtaining external funding support in mutual areas of interest.
  - (c) CAP will provide research facilities (minimum for six months) for dissertation projects of GK (DU) students under the supervision of CAP scientists as per availability of space.



- (d) GK (DU) will recognise and allow the student/ research scholars/ research fellows/ scientists of CAP for registration in Ph.D programmes in the field of Chemistry/ Pharmaceutical Science/ Botany/ Microbiology/ Environmental Science etc. under the JOINT SUPERVISION of the faculty of the respective department of GK (DU) and the scientists of CAP.
- (e) All Ph.D students will have to clear the pre-Phd course work examination conducted by GK (DU).
- (f) In case of very specialized research subject, the pre-phd course work will be held in respective research institution, only, after consultation with convener (RDC)/HOD and final approval of Hon'ble Vice-Chancellor.
- (g) The scientists of CAP with specialization in respective area may be connected to the Departments of GK (DU) as adjunct faculty after following due procedure. Such faculty may be requested to deliver lectures in pre-Phd coursework organized by GK (DU).
- (h) CAP and GK (DU) can organise joint seminars and conferences in mutual areas of interest.
- (i) CAP and GK (DU) can publish joint research publications in collaborative research work.
- (j) Any collaborative efforts that both may deem fit from time to time.

Some of the specific activities - Replacements of some traditional crops being cultivated in U.K. from some of potential aromatic plants, giving/imparting training, technical assistance and enhancing the skills of farmers; establishing cluster based cultivation of aromatic plants in Uttarakhand, to provide the marketing /market to the farmers; to provide the bridging assistance between Govt. funding agencies and farmers; To assist the farmer for setting up micro small medium entrepreneurship at cluster or panchayat level; To aware the farmers for making them able to start their small scale industry viz. distillation, quality control, human resource etc.; branding of regional (UK) herbal/medicinal and aromatic plants.

3.2. Representatives of the Parties may agree to review the operation of this MoU from time to time.

#### 4. Joint Contributions

4.1. Potential areas for collaborative research will be identified and recorded in subsequent research specific agreement(s) that set out appropriate and relevant contributions by the Parties. The may includes

- (a) Access to its research laboratories and assist in development of projects involving the parties.
- (b) Joint submission of research proposals to national and international organisations to obtain support for their common research objectives.
- (c) CAP and GK (DU) shall work specifically in the areas defined in Para (i) and para 3.1.

4.2. The parties acknowledge that all specific financial arrangements proposed must be negotiated and will depend upon the availability of funds and organizational approvals.



## 5. Confidentiality and Privacy

- 5.1. CAP and GK (DU) recognize that they will come into possession of information which the other considers to be confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is real, apparent, or can reasonably be ascertained, from the information or opinion). Each of CAP and GK (DU) covenants and agrees that it shall not, at any time, disclose to any third party, any confidential information of another party without first having obtained the prior written consent of the other party.
- 5.2. The provisions of this Clause 5 are intended to and shall be binding upon the parties upon the signing of this MOU, and shall survive the termination or expiry of this MOU.

## 6. Intellectual Property

- 6.1. "Intellectual Property" means and includes all copyright, all rights in relation to inventions (including patent rights), plant varieties, register and unregistered trademarks, registered and unregistered designs and all other rights resulting from intellectual activity in the scientific, industrial, literary or artistic fields.
- 6.2. Each party shall retain all rights to existing intellectual property belonging to it and contributed by it ("Background IP") at the commencement of each Research Project arising under this Agreement.
- 6.3. If any IPR issue emerges as a result of joint research, then a specific IPR addendum will be jointly agreed upon.

## 7. Termination

- 7.1. Either of CAP or GK (DU) may terminate this MOU by written notice to the other party. A minimum period of six months' notice will be required from a party wishing to terminate the MOU, or such shorter period as the parties may agree upon in writing.
- 7.2. The termination of this MOU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

## 8. Amendments and Supplementary Agreements

- 8.1. The parties may agree to amend this MOU at any time by further memoranda in writing executed by the duly authorized officer(s) of each party.
- 8.2. The Parties shall wherever necessarily enter into written agreements to facilitate collaborative activities arising from this MOU. Such agreements will specify the details of agreed activities and programs, including the contributions and responsibilities of the parties, funding, intellectual property provisions, confidentiality, risk allocation and indemnity obligations of each party.

## 9. Use of Name and Logo

- 9.1. 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.

### 10. Governing Law and Dispute Resolution

The validity, interpretation, enforceability and performance of this MOU shall be governed and construed in accordance with the Laws in India.

Disputes arising between the parties out of or in connection with this MOU shall as far as possible be settled amicably. Venue of settlement for any disputes which may arise under this MOU shall be at Haridwar.

If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any. The arbitration shall be conducted by the arbitrator(s) appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Haridwar. All proceedings shall be conducted, including all documents presented in such proceedings, in English language.

IN WITNESS WHEREOF, parties hereto set and subscribe their respective hands on the day and year first herein above written

Centre for Aromatic Plants (CAP)  
Uttarakhand

Gurukula Kangri Deemed to be  
University (GK DU)

Signature of authorised person

Signature of authorised person

Name: **Dr. Nirpendra K. Chauhan**

Name: **Prof. Roop Kishor Shastri**

Designation: **Director**  
Director, Centre for Aromatic Plants (CAP)  
Department of Horticulture, Govt. of Uttarakhand  
Setajaul, Dehradun

Designation: **Vice Chancellor, GKV**

Witness

Witness

1.   
(Dr. Hema Kohari)  
Scientific Advisor

26-7-21  
Dr Simi Kumari  
Registrar  
Gurukul Kangri University Haridwar

2.   
(Dr. Sunil Sah)  
Scientist-D

Prof. V.K. Singh  
(FAIC)