



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MoU) is signed on this day of 16<sup>th</sup> June 2022.

### **BETWEEN**

Amity University Uttar Pradesh, a University established and incorporated under Amity University Uttar Pradesh Act, 2005 (UP ACT No.11 of 2005) and UP Private Universities Act 2019 (UP ACT No.12 of 2019) situated at Sector-125, Noida-201313, U.P. (hereinafter referred to as "AUUP", which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) of the first part

### **AND**

National Institute of Sowa Rigpa, Leh, an autonomous organization under the Ministry of AYUSH, Govt. of India, registered under societies registration act XXI of 1860 having its campus at Skalzangling Leh, UT Ladakh, India (hereinafter called "NSIR" which expression shall unless repugnant to the context includes its successors and assigns) of the second part.

### **PREAMBLE**

Whereas, AUUP is a University of international repute, involved in the research for the discovery of novel things including pharmacologically active natural products from plants and translating them into drug leads and candidates. The university is capable of conducting preclinical validation and establishment of mechanism of action of drugs used in various Indian Systems of Medicines (Ayurveda, Unani, Siddha and other



Indigenous systems of medicine). The university is also having expertise in development of agro-technologies and culture techniques of high value medicinal and aromatic plants from Western Himalayas including Kashmir Valley and Ladakh in order to have maximum yield of their secondary metabolites.

**NISR** is an autonomous Institute under Ministry of AYUSH, Govt. of India involved in preservation, promotion and development of Sowa-Rigpa in India. The Institute is in the forefront in the research and development in Sowa-Rigpa system of medicine in India and conservation on the plants of Trans-Himalayas.

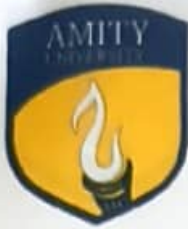
NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

#### 1.0 SCOPE OF MOU

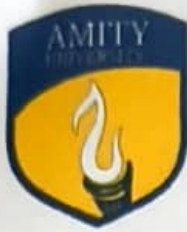
In the spirit of intellectual cooperation scholarly exchange, and the development of national partnership with leading institutions, AUUP and NISR, agree to establish a program of exchange and collaboration on related matters of mutual interest that may emerge over time.

1. The purpose of the cooperation is to promote cooperative research and to facilitate the exchange on ideas, the development of new knowledge, and to enhance high quality research acumen. The major thrust of the understanding on which the parties will cooperate are:
  - a. The development and implementation of cooperative research projects and professional development programs.
  - b. The dissemination of findings through scholarly publication, white papers and media





2. To achieve the goals of this cooperation, NISR and AUUP shall collaborate in the following areas:
  - a. Conservation of selected Medicinal Plants of Trans-Himalayas
  - b. Isolation and characterization of the novel compounds from the Medicinal Plants used in Sowa-Rigpa System of Medicine.
  - c. Development of methodologies for the enhancement of important secondary metabolites from the medicinal plants used in Sowa-Rigpa System of Medicine.
  - d. Submission of Joint projects of interest of both the institutes.
  - e. NSIR shall provide logistic support to AUUP in carrying out activities in Ladakh from time to time as per the requirement. '
  - f. Organize symposia, conferences and meetings on timely research issues.
  - g. Develop and carry out joint research programs; and
  - h. Exchange information pertaining to the agreed-upon research areas.
3. Prior to the initiation of any particular project or activity, the specific terms of cooperation and exchange for that project will be discussed and agreed upon in writing by the appropriate responsible representatives of both institutions.
4. Both parties understand that all financial arrangements for specific exchange activities must be mutually agreed upon and will depend on the availability of funds. In addition, the scope of the activities will be subject to funds available at the institutions for the type of collaboration undertaken and any financial assistance that may be obtained by either party from external sources.



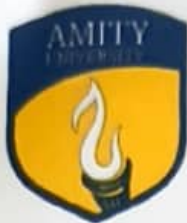
## 5. IPR and Publication:

Either party may propose to the other specific individual research projects for collaboration. Such proposal may be made at any time and the parties will develop an agreement for each agreed-upon project. The protection and exploitation of any intellectual property arising out of a research project will be addressed as under:

### A. General Clauses:

- (i) Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation and collaboration consistent with their respective laws, rules and regulations and International agreements to which both parties are committed.
- (ii) In case research is carried out solely and separately by the party or the research results are obtained through the sole and separate efforts of the party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned party.
- (iii) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly owned by the parties.
- (iv) The parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third Party without consent of the other party.





#### **B. Commercialization:**

In case of research results obtained through joint activities under this MoU both parties will apply as co-applicants for the protection of intellectual property rights subjects to exclusive rights of both the parties to commercialize the technology jointly through a separate agreement.

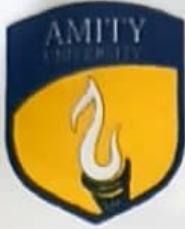
#### **C. Publication:**

Any Publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the parties. It may however be ensured that the official emblem and logo is not misused.

#### **D. Confidential Information:**

(1) All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the party.

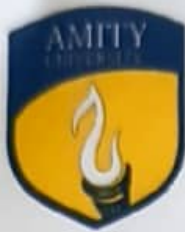
6. Day to day implementation of this Agreement will be coordinated by Registrar, AUUP and Director, NISR Leh.
7. Each Institution agrees to release and hold the other harmless from and against any claims, damages, liability or costs, to the extent such claims damages, liability or costs arise from the negligent of willful acts or omission of the other party or any of its agents of employees in connection with their respective performance under this MOU.



8. The parties agree that in the course of implementing this MOU, they will not engage in unlawful discrimination on the grounds of race, gender, sexual orientation, age, religion, social class, national or ethnic origin or disability.
9. Both Institutions acknowledge and understand that all financial arrangements, if any, will be subjected to prior written agreement and availability of funds for each activity/project undertaken.
10. No institution shall have the right to use the name or logo of another Institution without the prior approval of that institution in writing.
11. Amendments to this MOU may be made at any time after consultation and agreement between the two institutions. Any such amendment must be in writing and signed by both parties.
12. This MOU will remain in force for a period of five years from the date it is fully executed. The MOU can also be suitably modified, as agreed to by both the parties in writing, to reflect an increased scope, nature of engagement/activities including financial commitments, if any. Prior to the expiration date, the MOU may be reviewed for possible renewal on mutually agreed terms and conditions by an instrument in writing. In addition, either party may terminate the MOU in advance of its normal expiration by providing the other with six months' prior written notice. In this case, persons already approved as exchange participants will be allowed to complete their exchange visits under the conditions specified at the time of their invitation to the host institution.
13. **Arbitration & Jurisdiction**

Any disputes or differences that may arise between the Parties hereto out of or in connection to or in connection with interpretation of any of the terms of this MOU shall be settled consultation and conciliation process by mutual





discussions among the Parties. If the dispute cannot be amicably settled between the Parties within one (1) month after a request to settle the dispute amicably has been made to the other Party, the dispute or difference shall be referred for resolution by arbitration. The arbitration proceedings shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification of re-enactment thereof for the time being in force, at Noida in the English language.

### SEAT OF PARTIES

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representative, have caused this Memorandum of Understanding to be signed in their representative names as the day and year first above written.

#### Parties:

For and on behalf of AUUP, Noida

For and on behalf of NSIR, LEH

Signature

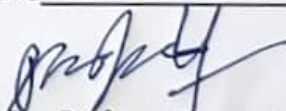
  
Registrar  
Amity University  
UTTAR PRADESH

Name: Dr. B. C. Arora

Designation: Registrar

Seal:

Signature

  
Name: Dr. Padma Gurmet

Designation: Director

Seal:



**Witnesses, AUUP**

*Swati Madan*

1. Dr. Swati Madan  
Asst. Director  
Amity Institute of Indian  
System of Medicine

*Maryam*

2. Dr. Maryam Saawat  
Associate Professor  
Amity Institute of Pharmacy

**Witnesses NISR**

*Ragzin Smanla*

1. Dr. Ragzin Smanla  
Asst. Professor, NISR

*Tashi Stobgais*

2. Dr. Tashi Stobgais  
Sr. Consultant, NISR

*10/4*