

Government of Jharkhand

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Stamp Duty Paid By : DIRECTOR CTRTI RANCHL

Purpose of stamp duty paid : MEMORANDUM OF UNDERSTANDING

First Party Name : DIRECTOR CTRTI RANCHI

Second Party Name: REGISTRAR LUCKNOW UNIVERSITY

GRN Number: 2316413435

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-

Dr.K.Sathyanarayana

Director

Central Tasar Research And Traning Institute

Central Silk Board, Govt. Of India, Ministry Of Textile.

Vice-Chancellor



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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।





MEMORANDUM OF UNDERSTANDING (MOU)

(CSB-CTRTI-RANCHI & LUCKNOW UNIVERSITY-LUCKNOW)

THIS MEMORANDUM OF UNDERSTANDING is made on this 87th day of, Two thousand and twenty three i.e. 29th March 2023 BY AND BETWEEN the Central Silk Board (CSB), Ministry of Textiles, BTM Layout, Madiwala, Bengaluru-560 068, Karnataka, a statutory body created by an act of Parliament, Central Silk Board Act, 1948, functioning under the Ministry of Textiles, Government of India, which is represented by its Member Secretary, who has authorized the Director of Central Tasar Research & Training Institute (CTR&TI), Piska Nagri, Ranchi-835303, Jharkhand to enter into this understanding on behalf of Central Silk Board, herein after called "CSB-CTRTI-RANCHI" (Which expression unless excluded by or repugnant to the subject shall mean and include its successor-in-office and permitted assignees) of the FIRST PARTY

AND

University of Lucknow, Lucknow established under the Lucknow University Act, No. V of 1920. The Vice-Chancellor/Registrar University of Lucknow, Lucknow is authorized to enter into this understanding on behalf University of Lucknow, Lucknow, herein after called "University of Lucknow, University" (which expression unless excluded by or repugnant to the subject shall mean and include its successor-in-office and permitted assignees) of the SECOND PARTY.

A. SCOPE OF MOU

- a) Whereas the CTRTI is an institute of National importance that undertaking high quality research and training in Silk (Tasar) sector under CSB situated at Piska Nagri, Ranchi, Jharkhand represented by its Director has been authorized to execute this MOU on behalf of CSB to implement the obligation of this MOU in letter and spirit for mutual sharing of scientific knowledge and development in the overall interest of CSB.
- b) Whereas University of Lucknow, Lucknow is an internationally reputed creative and innovative organization.
- c) Whereas the CSB-CTRTI-Ranchi and University of Lucknow, Lucknow have proposed to have collaborations in their activities in research, education and

training in one or more disciplines of science, and their mutual interest in engaging themselves in research/ training cooperation & needs of tasar sericulture at Uttar Pradesh. Therefore, CSB- CTRTI-Ranchi and University of Lucknow, Lucknow recognize that mutual collaboration, considering each other's strength in research and facilities thereof will mutually benefit the students, faculties, and scientists of both the institutes, besides tasar farming community.

d) Now, therefore, both the parties hereto have agreed to enter into a Memorandum of Understanding (MOU) considering the long term benefits of sharing the knowledge between the Institute & University and to establish vibrant research/extension/teaching/training collaboration by undertaking joint activities in tasar silk & sericulture development, as given below.

B. NOW THE PARTIES HERETO AGREE MUTUALLY AS FOLLOWS

1. ROLES/ACTIVITIES

- Seek mutual advice and support in planning and executing programs promoting excellence in respective areas of research as per procedure of Education Policy 2020 (NEP-2020).
- b) Efficient resourcing and effective Governance through clusters to get optimal learning environments and support for students.
- c) Re-imagining vocational education and catalyzing quality academic research in various fields towards a more holistic and multidisciplinary education.
- d) To exchange information/technology in the area of Entomology focusing on Tasar Insect Pest Control, Biodiversity, Biotechnology, Silkworm Improvement and Biomedical Application of Tasar By-products through MTA in the interest of both the organization.
- e) Exchange of scientists, faculties, facilitates projects/infrastructure in relevant fields.
- f) Encourage joint research activities proposals and projects by the faculty members/ scientific personnel and utilization of scientific equipment as per the norms of respective organizations.
- g) Encourage, on a reciprocal basis, faculty/scientists and students for the purpose of research, training, Ph.D. work and project dissertation under supervision of scientists/faculty.
- h) Exposure visit of faculty member, students and research scholars to gain the mutual knowledge. Development of tasar food plants patches at Lucknow University Campus for experimental work, demonstration etc.
- To permit the Scientist (s) authorized by the University of Lucknow, Lucknow to co-ordinate with the Research and Development team of the CSB-CTRTI-Ranchi.
- j) Jointly propose and engage in research or training programs sponsored by funding

agencies, and to invite each other's faculty to participate therein.

2. DURATION

The MOU shall be valid for **5 Years** from the date of signing. Either party is free to terminate the agreement by giving *one-month notice* in advance. In the event of termination of the agreement, the rights and obligations of the parties shall be settled by mutual discussion. The MOU may be extended on the basis of satisfactory performance.

3. SHARING OF THE FACILITIES

- a) Both the parties have agreed to provide access to each other at their existing facilities, which includes laboratories and other facilities available at both the institutions for pursuing collaborative research work initiatives.
- b) Both parties also agree that, for usage of the laboratory space and instruments, prior request should be made by the party intending to use the other Party's facilities indicating the type of work and the duration of the work, as per the work elements.

4. RIGHTS AND BENEFITS

- a) Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MOU, consistent with their respective laws, agreements, rules and regulations to which both parties are committed. Any cooperative outputs in the form of publications, patents, commercialization of technology/products, will be jointly shared by two Institutes equally. Further, the Parties shall not assign any rights & obligations arising out of the IPR generated from inventions/activities carried out under MOU to any third party without consent of the other party. Commercialization of technology in any other country shall be done jointly through a separate agreement.
- b) CSB-CTRTI-Ranchi and University of Lucknow, Lucknow shall, on their respective website and communications, make a mention of this RESEARCH PARTNERSHIP AND COLLABORATION. Any referred communications will be sent for review and approval by the Co-ordination Committee constituted for the said purpose.

5. CONFIDENTIALLY

a) Confidential information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severely, disclosed by the disclosing party under this MOU or any subsequent MOU, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked 3 | P a g e

confidential or with any other words having similar meaning by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However, confidential information shall not include any data or information which:

- i) is or becomes publicly available through no fault of the receiving party.
- ii) is already in the rightful position of the receiving party prior to its receipt of such data or information.
- iii) is independently developed by the receiving party without reference to the confidential information of the disclosing party.
- iv) is rightfully obtained by the receiving party from a third party or is in the public domain.
- v) is disclosed with the written consent of the party whose information it is, or
- vi) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.
- b) During the tenure of the MOU both the parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
- c) Both the parties shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MOU.
- d) Further, both the parties shall put in place adequate and reassonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

6. TERMS OF UNDERSTANDING, AMENDMENT RESOLUTION AND TERMINATION

- a) No amendments or modification of this MOU shall be valid unless the same if made in writing by both the parties and their authorized representative and specifically stating the same to be an amendment of this understanding.
- b) This MOU shall remain in force for 5 years from the date of signature by both parties and shall continue in effect until either of the Parties expresses, in writing, to the other, a desire to terminate.
- c) After this MOU has been signed, all preceding understandings/ negotiations and correspondence pertaining to it shall become null and void.
- d) Two signed original and two certified copies of this MOU shall be produced with one to reside with each party.
- e) Both the parties shall not, during the term of this MOU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

f) Neither parties shall be held responsible for non-fulfillment of their respective obligations under this agreement 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, lockdown, epidemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events, the parties affected thereby shall give a notice in writing to the other parties within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

7. ARBITRATION

- a) In the event of any question, dispute or difference whatsoever arising between the parties to this MOU out of or relating to the construction, meaning scope, operation or effect of this MOU or the validity of the breach thereof shall be settled by mutual consultation and discussion, failing which same may be referred to an Arbitrator to be nominated / appointed by the Member Secretary, CSB or as per the provisions under Indian Arbitration and Conciliation Act 1996 as amended from time to time. The language of arbitration will be in English and the seat of arbitration shall be at Ranchi.
- b) The provisions of the Arbitration and Conciliation Act, 1996 and or the guidelines of ICADR will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the Law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996 or of any modifications or reenactments thereof.
- c) For the purpose of this MOA the term "intellectual property" shall mean any and all works and property including but not limited to all intellectual property ideas, inventions, concepts, products, improvement innovations, discoveries, development methods, formulae, techniques, software know-how and writings made, conceived and reduced to practice.

8. DISPUTE SETTLEMENT

A Co-ordination Committee of Vice-Chancellor, UNIVERSITY OF LUCKNOW, LUCKNOW and Director CSB-CTRTI RANCHI will jointly resolve any dispute in a spirit of independence, mutual respect, and shared responsibility and their decision will be binding on both the organizations. This committee will also act for dispute resolution and arbitration, if any.

GOVERNING LAW

This MOU shall take effect in accordance with the laws of India and subject to the jurisdiction of Court at Ranchi/Lucknow or the High Court of Ranchi/ Allahabad.

SEAL OF THE PARTIES

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this agreement on this day, month and year written in the presence of:

Signed by

For and on behalf of Member Secretary, CSB Bangalore

WITNESSES

Dr. K. Sathyanarayana Director, CSB-CTRTI, Ranchi Dr.K.Sathyasarayarayy

Central Tasar Research And Traning Institute Central Silk Board, Govt. Of India, Ministry Of Textule. Piska Nagn, Ranchi-835303

Mell, 29/3/2023

Dr. J.P. Pandey, Scientist-D, CTRTI,

Ranchi

Dr. J. Binkadakatti, Scietist-C, CTRTI, Ranchi

Prof. Alok Kumar Rai Vice-Chancellor University of Lucknow, Lucknow

(SECOND PARTY)

WITNESSES

1. Mbu - Idu 2. Amila Kavanyes,

Prof. M.Serajuddin, Head, Department of Zoology, University of Lucknow, Lucknow

Prof. Amita Kanaujia, Department of Zoology, University of Lucknow, Lucknow