

Memorandum of Understanding



Between



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**BIRBAL SAHNI INSTITUTE
OF PALAEOSCIENCES,
LUCKNOW**



**UNIVERSITY OF LUCKNOW
LUCKNOW**

Memorandum of Understanding

This Memorandum of Understanding [herein after MOU] is made and entered into on Wednesday 30th August, 2017 between the Birbal Sahni Institute of Palaeosciences, 53 University Road, Lucknow 226007 [herein after BSIP] on the ONE PART and the University of Lucknow, Lucknow-226007 [herein after UL] on the OTHER PART (who for the purpose of this MOU are herein after individually referred to as 'Party' and collectively referred to as the Parties).

BSIP is an Autonomous Research Institution under the Department of Science & Technology and fully funded by the Government of India. UL is the State University recognized by the University Grants Commission (UGC), Government of India. UL is accredited by National Assessment and Accreditation Council (NAAC). UL is also recognized as "Research Institution" by the Department of Scientific and Industrial Research (DSIR), Ministry of Science and Technology, Government of India to receive grants under DSIR system.

The parties, having discussed the fields of common research interests and allied activities between the two organizations, have decided to enter into a long-term collaboration in the areas of teaching, research and training.

WHEREAS BSIP is involved in research, training, education and consultancy in all aspects of palaeosciences (including palynology), allied earth system sciences and geochronology.

AND WHEREAS UL is involved in teaching, research and training in all the disciplines of Geology, Petroleum Exploration, Botany, Chemistry, Physics and allied fields.


AND WHEREAS the parties have agreed to collaborate with the objective of promoting interaction in mutually beneficial areas and provide a formal basis for initiating interaction for teaching and research.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in undertaking research activities, research projects, and training programmes as per the expertise and logistics available with the parties.

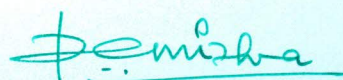
ARTICLE 1: SCOPE

- 1.1 Research Projects/activities leading to award of the Ph.D. by UL or otherwise;
- 1.2 Workshops, seminars, conferences, education and training programmes;
- 1.3 Develop Diploma, Post Graduate Diploma and Advanced Diploma Courses;

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- 1.4 Local hospitality (Guest House accommodation) for short-term visits by researchers.

Article 2: Areas of academic and research collaboration

- 2.1 Micropalaeontology, Palynology, Palaeobotany, Sedimentology, Geochronology, Archaeology, Archaeobotany, Coal Petrology, Palaeoclimatology, Palaeoenvironmental studies and allied disciplines.

Article 3: Exchange of Information

- 3.1 The term "information" includes scientific or technical data, results and methods of investigation, and other information intended to be provided, exchanged, or arising under ongoing and new project descriptions entered into pursuant to this MOU. The parties shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information, which is confidential and outside the public domain.

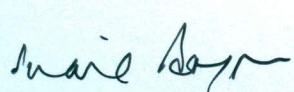
Article 4: Exchange of Geological and other research samples

- 4.1 Samples collected by and exchanged between the parties for research purposes shall not be transferred to any third party for research and commercial purposes without mutual consent and that the unutilized portions of such samples must be sent back to the Coordinators identified under Article 8.1.


Article 5: Confidentiality

- 5.1 Each party shall hold in confidence and shall not divulge, disclose or communicate to any third party any confidential information of a written or oral nature, which is received by it from the other party.
- 5.2 Each party shall not use any of the confidential information, which it is required to hold in confidence for any purpose other than performance of its obligations under this agreement.
- 5.3 The term of confidentiality under this agreement shall be effective from the date of execution hereof and shall be valid for a period of the tenure of collaboration, termination or other determination. These covenants shall

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survive termination of this agreement and suspension of any obligations under this agreement as per terms set out herein.

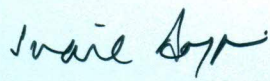
Article 6: Validity

- 6.1 This MOU shall come into force on the date of notification after it is signed by the authorized signatories and ratified by competent bodies of the respective parties. Both the parties will put this MOU on their Web-site for knowledge to all concerned.
- 6.2. It shall be valid for twenty five [25] years, unless extended by mutual written agreement at the end of its stated tenure. It may be amended or terminated by mutual written agreement of the parties at any time.
- 6.3 Either party shall be entitled to terminate the agreement in case of breach by either party in not adhering to stipulation provided herein after giving notice of thirty [30] days to cure such breach and the party having failed and neglected to rectify the breach thereof after the notice.
- 6.4 No such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any agreements entered into pursuant to this understanding, which obligations shall survive any such termination.

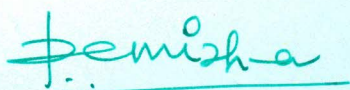
Article 7: Joint Research Committee

- 7.1 BSIP and UL each shall appoint, at their sole discretion, three members to the JRC. Replacements may be appointed at any time by notice to the other party. Initially the members shall be:
 - a. BSIP : 1- Nominee of the Director
2- Member, Research Development and Co-ordination Committee
3- Scientist 'G/F'
 - b. UL : 1- Nominee of the Vice Chancellor, University of Lucknow
2- Dean, Faculty of Science, University of Lucknow
3- Head, Department of Geology/Botany, UL
- 7.2 The Chairman shall be appointed by the mutual consent of the members in JRC.
- 7.3 The JRC shall conduct meetings or teleconferences at least once in a year or more as may be required.
- 7.4 The JRC shall be responsible, throughout the term herein, for reviewing the

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Ph.D., teaching, training and other programmes and revising it as and when necessary.

Article 8: Implementation

- 8.1 To manage the execution of this agreement, each party shall designate 1 [one] person to serve as coordinator:
- a. BSIP: Convener, Research Development and Co-ordination Committee.
 - b. UL: Head, Department of Geology/Botany.

Article 9: Amendments

- 9.1 This MOU represents the entire understanding between the parties and supersedes any and all understandings either oral or written hitherto with respect to the subject matter of this understanding.
- 9.2 No amendment or modification of the MOU shall be valid unless the same is made in writing by both the parties and specifically stating the same to be an amendment of the MOU. The modifications/changes shall become part of this understanding and shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

Article 10: Assignment

- 10.1 This MOU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

Article 11: Non-exclusivity

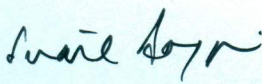
- 11.1 The relationship of the parties under this understanding shall be non-exclusive and both parties are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

Article 12: Relationship

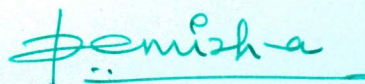
- 12.1 Nothing in this understanding shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

Article 13: General Provisions

- 13.1 Research publications and commercially exploitable innovations arising out

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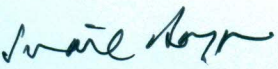
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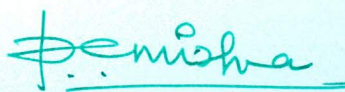
of the joint research projects and other research activities will be jointly published or patented as appropriate. Cost incurred for patenting purposes as well as royalties arising out of these shall be equally shared between the parties.

- 13.2 Scientists, academic staff, research scholars and students of both the parties shall have full access to the instrumentation, laboratories, library and other infrastructure facilities at each other's institutions as per their existing rules and regulations of respective organizations.
- 13.3 There shall be an exchange of scientists, academic staff, research scholars and students of the parties for academic and research purposes.
- 13.4 Each Party shall bear the respective costs of carrying out the obligations under this MOU. Neither party shall make a claim against the other party for any expenditure unless such expenditure has been agreed upon in writing between the parties.
- 13.5 BSIP faculty to be involved in teaching and research at UL shall be accorded Adjunct-faculty status and facilities without any financial commitment. If need be, Ex-BSIP faculty/Subject Experts may also be involved in teaching.
- 13.6 Scientists of BSIP (Scientist 'C' and above rank) shall be accorded the status of Supervisor/honorary faculty of UL for the purpose of enrollment and supervision of a student, pursuing research at BSIP, for the award of Ph.D. degree by the UL. In such case a faculty member of UL shall act as co-supervisor. In case of a student pursuing for the Ph.D. degree at UL with some part of his research work to be conducted at BSIP, a scientist of BSIP shall act as a Co-supervisor. BSIP Research Scholars shall be treated at par with UL Research Scholars for the purpose of registration and fee payment (except laboratory fee).
- 13.7 Field related expenses of a candidate and his/her Supervisor/co-Supervisor shall be borne by the party where major part of the Ph.D. dissertation work is being carried out.
- 13.8 The research scholars shall complete the course work at UL and BSIP will be obliged to allow to attend the course work classes at UL.
- 13.9 Any notice or report required or permitted to be given under this agreement shall be in writing and shall be sent by expedited delivery or telecopied and confirmed by mailing, as follows and shall be effective three (3) days after such delivery:

If to BSIP : Director
Birbal Sahni Institute of Palaeosciences,
53 University Road, Lucknow 226007
Uttar Pradesh

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Birbal Sahni Institute of
Palaeosciences, Lucknow




University of Lucknow,
Lucknow

If to UL : Vice-Chancellor
University of Lucknow, Lucknow-226007
Uttar Pradesh

Article 14: Arbitration

14.1 In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government of India. If such resolution is not possible, then, the unresolved dispute or differences shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary"), Government of India, in terms of the Office Memorandum No. 55/3/1/75-CF dated the 19th November, 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs) Government of India, as modified from time to time.

This MOU has been executed in two originals, one of which has been retained by BSIP and the other by UL, each copy being an official version of the agreement and having equal legal validity.

In witness whereof, the parties have executed this MOU and represent that they approve, accept and agree to terms contained herein.

For and on behalf of
Birbal Sahni Institute of Palaeosciences
Lucknow-226007

Swail Singh

Title : Director

Date : 30/8/2017
Prof. Sunil Bajpai
Director

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Birbal Sahni Institute of Palaeosciences
(Under Dept. of Science & Technology)
Govt. of India
Lucknow-226 007 INDIA

Email : director@bsip.res.in

In the presence *Dr. Shalme*

Name : Dr. Mukund Sharma

Title : Dr.

Address : BSIP, Lko

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Swail Singh
Birbal Sahni Institute of
Palaeosciences, Lucknow

For and on behalf of
University of Lucknow
Lucknow-226007

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Title : Vice-Chancellor

Date : Finance Officer
Finance Officer

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Lucknow University, Lucknow

Email : vc@lkouniv.ac.in

In the presence *Dr. Singh*

Name : Dhruv Sen Singh

Title : Professor

Address : Geology Dept, L.V.

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Lucknow

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