



MEMORANDUM OF UNDERSTANDING

BETWEEN

INFORMATION AND LIBRARY
NETWORK (INFLIBNET) CENTRE,
GANDHINAGAR

AND

CENTRAL UNIVERSITY OF
HIMACHAL PRADESH, DHARAMSALA

This Memorandum of Understanding hereinafter referred to as MoU is signed on this 12th day of June, 2024 between the **Information and Library Network (INFLIBNET) Centre, Gandhinagar**, hereinafter called "INFLIBNET" which expression, unless otherwise provided, shall include its successors and assignees, on the one part and the **Central University of Himachal Pradesh, Dharamshala, District Kangra (Himachal Pradesh)-176215**, hereinafter called "CUHP" which expression, unless otherwise provided, shall include its successor of assignees on the other part.

1. Preamble:

- 1.1 Whereas the University Grants Commission (UGC) have realized the need for a close linkage between National Laboratories and Universities in terms of research and academic activities. In compliance to this idea, the INFLIBNET and the Central University of Himachal Pradesh (CUHP), have expressed a desire to join hands for the cause of promotion of quality education and high end research and decided to sign Memorandum of Understanding (MOU) to initiate academic and research programmes between the two Institutions in the broad areas of Library and Information Sciences as per the following terms and conditions:

2. Recitals

- 2.1 AND WHEREAS both the INFLIBNET and the CUHP recognize that they share common goals and are desirous to establish, a cooperative arrangement towards - strengthening Indian higher 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, apt technical and management skill for future technology development, exchanging of information and work towards effective Research Institutions-Academia partnerships for Human Resource Development and R&D.
- 2.3 NOW THE PARTIES (INFLIBNET and CUHP) HEREBY ACKNOWLEDGE AND agree to collaborate on collaborative and joint research work in the various areas of mutual interest 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 the parties.
- 3.2 This MoU supersedes all the previous correspondences and discussions, undertakings and agreement between the two parties on the subject pertaining to this MoU.

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Scope of MoU

- 4.1 The scope of the MoU will be to collaborate for research and teaching in the designated subjects of Library and Information Science or any other branch of Library and Information Science. Both the Parties hereto wish to record the following main areas of cooperation on mutually agreed terms and conditions.
- 4.1.1 Mutually sharing of infrastructural facility for perusing research and conducting R&D programmes.
- 4.1.2 Knowledge sharing in the field of Library and Information Science or any other branch of Library and Information Science.
- 4.1.3 Exchange of students/researchers/faculty/scientists as the case may be from both the institutions.
- 4.1.4 Collaborative and Joint research projects by the INFLIBNET scientists/FACULTY and faculty members of the concerned department of CUHP through mutual sharing of the research facilities at INFLIBNET and CUHP.
- 4.1.5 INFLIBNET and CUHP will work closely to generate appropriately trained manpower in the mutually identified areas of Library and Information Science through organization of formal academic curricula, collaborative academic programmes, symposia, short-term training courses, etc. TA/DA for scientists and research scholars will be borne by the respective organizations.
- 4.1.6 Faculty/P.G./Ph.D. Scholars may work in other institution for a short period in connection with their research work. They shall be considered on duty with the parent organisation for that period. TA/DA for scientists and research scholars will be borne by the respective organizations.
- 4.1.7 Faculty will be encouraged to deliver expert lectures/ invited talks at other institution. In such cases TA/DA will be borne by the host institute. These visits/trainings would be performed with the approval of competent authority.

4.2 Responsibility of CUHP

- 4.2.1 CUHP will recognize INFLIBNET as an academic Centre for collaborative programme and supervising/guiding and pursuing research, leading to PhD degree in the designated subjects of Library and Information Science or any other branch of Library and Information Science.
- 4.2.2 CUHP will recognize INFLIBNET Scientists/Faculty, subject to the fulfillment of eligibility requirements as per the Act, Statutes and Ordinances of the University, as supervisors for guiding research leading to PhD degrees.



- 4.2.3 CUHP will, subject to the fulfillment of eligibility requirements as per the Act, Statutes and Ordinances of the University, confer the status of Adjunct Professor, Adjunct Associate Professor and Adjunct Assistant Professor on INFLIBNET scientists depending upon their qualifications and designations, involved in collaborative research and teaching with CUHP.
- 4.2.4 CUHP shall provide access to Library and research facilities to the Scientists/Faculty and PhD students of INFLIBNET and that they shall be governed by the rules and regulations of the University as applicable to the faculty and research scholars of the University.

4.3 Responsibility of INFLIBNET

- 4.3.1 INFLIBNET shall provide access to its Library and research facilities to the students and faculty members of concerned department of the CUHP and that they shall be governed by the rules and regulations as applicable to the INFLIBNET Scientists/Faculty.
- 4.3.2 INFLIBNET will provide summer training/internship, research facilities to students (not more than 10 at a time) and INFLIBNET Scientists/Faculty will help in the teaching and training for these students.
- 4.3.3 INFLIBNET shall arrange Hostel/Guest House accommodation for Central University of Himachal Pradesh students coming for summer trainings subject to availability of accommodation and in accordance to the guidelines for accommodation charges by INFLIBNET
- 4.3.4 INFLIBNET Scientists/Faculty recognised by the CUHP as Adjunct Professor, Adjunct Associate Professor and Adjunct Assistant Professor will be permitted to be involved in teaching and evaluation of students' performance in theory as well as practical classes in the CUHP.

4.4 Collaborative Degree Programme

- 4.4.1 INFLIBNET and the CUHP shall, subject to their rules and regulations and through mutual consultation, evolve a collaborative Degree programme.
- 4.4.2 Modalities of the collaborative degree programme shall be worked out by the two organizations through mutual consultations and with due regard to the Act, Statutes and Ordinances of the CUHP and the rules and regulations governing the INFLIBNET.
- 4.4.3 The student shall be required to submit 'No Dues Certificate' from the INFLIBNET before the exam.



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 the two parties and also depending upon the research expertise and research facilities available in the INFLIBNET and the CUHP.

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

6.1 It is agreed that the progress of this MOU shall be monitored by a Review Committee comprising Vice-Chancellor of the CUHP and the Director, INFLIBNET through periodic meetings.

6.2 Director of the INFLIBNET and Head of the Department concerned from CUHP would be the coordinators for activities under this MoU.

7. Financial Terms

7.1 There shall be no financial obligations on the part of the INFLIBNET and CUHP. Expenditures related to research and experimentation would be borne by respective labs at their own end.

8. No Liability Clause

8.1 INFLIBNET shall not be responsible for any loss or damage whatsoever, resulting due to implementation of any technology at the premises of CUHP or INFLIBNET or due to testing of the same at the premises of CUHP or INFLIBNET.

9. 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 the course of 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.

9.1.2 Required to be disclosed by official authorities in accordance with applicable law or regulation.

9.2 While the parties agree to co-operate and otherwise act in good faith with the view to the successful implementation, there is no financial binding on either party. This MoU is intended to mutual understanding of the parties hereto as at the date thereof.

9.3 Any notice, request or other communication required or permitted to be given under this MoU shall be in writing and shall be delivered in person or by recognized courier service or facsimile, or to the authorized persons of two organisation to be notified separately.

- 9.4 Each of the parties recognizes that the successful implementation of this MOU to the mutual satisfaction and benefit of both the parties will require a significant degree of cooperation and good faith on behalf of both the parties. Each of the parties resolves to act in good faith and in accordance with the spirit of this MOU to implement the provisions in accordance with 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 it, the know-how/data obtained through this MoU to any other party in any manner whatsoever without prior written approval of each other whether within and beyond the period of this MoU. Both the parties shall take all necessary measures to ensure that the knowledge/data obtained under this MoU is not passed on or disclosed to any third party.
- 9.6 While the parties agree to co-operate and otherwise act in good faith with the view for successful implementation, there is no financial binding on either party. This MoU is intended to mutual understanding of the parties hereto as at the date thereof.

10. Publications

- 10.1 Publications, if any, in respect of the development of the know-how as envisaged with the prior mutual consent of the two parties shall be in the names of the investigators. Prior publications will be avoided where a patent or patents may possibly be taken.
- 10.2 Publications, if any in respect of the said studies will be with the prior mutual consent of INFLIBNET and CUHP and shall be in the names of both the parties suitably acknowledged by INFLIBNET/CUHP.

11. Protection & Disposition of Ownership of Intellectual Property Rights

- 11.1 The ownership of all Background Information and Background Intellectual Property Rights generated by the parties prior to the MoU shall rest with the respective parties. However, parties shall have right to use such Background Information and Background Intellectual Property Rights for the purposes of the R&D work performed under the MoU.
- 11.2 All Foreground Information and Foreground 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 confer and consult each other regarding filing of Intellectual Property Rights applications including patent applications covering Foreground Information 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. Patent & 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 a patent/s and if so in which country. Patents taken, if any, will be in joint names of the two parties. The cost of taking out a patent shall be borne by INFLIBNET or CUHP.
- 12.2 In the event of any claim or action 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 patents being filed, out of the research work of a student working at INFLIBNET for PhD thesis under the sole supervision of scientist(s) from the INFLIBNET, the CUHP shall have no claim to IPRs.
- 12.4 In the event of patents being filed, out of the research work of a student working at CUHP for PhD thesis under the sole supervision of faculty member(s) of the CUHP, the INFLIBNET shall have no claim to IPRs.
- 12.5 In the event of a patent being filed, out of the research work of a student working at INFLIBNET for PhD thesis under the joint supervision of the scientist(s) and faculty member(s) of the CUHP, the cost of patenting and any monetary benefits accruing subsequent of filing and maintaining the patents will be shared by INFLIBNET and CUHP on equal basis.
- 12.6 In the event of a patent being filed out of the collaborative research work between the faculty members of CUHP and the scientists of INFLIBNET the cost of patenting and monetary benefits accruing subsequent to filing and maintaining of the patents will be shared by CUHP and INFLIBNET on equal basis.

13. 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. 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.



14.2 However, PhD students admitted under the collaborative research supervision shall continue to be governed by the same terms and conditions till the completion of their degrees in accordance with the Act, Statutes and Ordinances of the CUHP and the rules and regulations governing the INFLIBNET.

15. Force Majeure

15.1 Neither party shall be held responsible for non-fulfilment 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 a 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. 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.

16.2 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.

16.3 The Arbitration shall be conducted by the Arbitrator(s) appointed by the mutual consent of both the parties in accordance with the Rules of the said Act. The arbitral award shall be final and binding. The arbitration proceedings shall be held at Dharamshala.

17. Hold Harmless

17.1 The INFLIBNET agrees to hold CUHP harmless from any claim or damages arising from the INFLIBNET performance of work under this contract. INFLIBNET shall also hold CUHP harmless without any limitation from any claims or damages raised or damages suffered by the INFLIBNET.



17.2 CUHP agrees to hold the INFLIBNET harmless from any claim or damages arising from the CUHP performance of work under this contract. CUHP shall also hold the INFLIBNET harmless without any limitation from any claims or damages raised or damages suffered by the CUHP.

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU on 12th day of June in the year 2024.



REGISTRAR

12/06/24

Registrar
Central University of Himachal Pradesh
Dharamshala, H.P. Dharamshala
Central University of Himachal Pradesh
Jic, Kangra (H.P.)-176215

Dean,

School of Mathematics, Computer & Library
Science



Head,

Dept. of Library and Information Science,
Central University of Himachal Pradesh,
Dharamshala, H.P.

Handwritten signature and date: 12/06/24

DIRECTOR

INFLIBNET Centre Gandhinagar,
Gujarat,

Prof Devika P Madalli

Director

INFLIBNET Centre (UGC)
Infocity, Gandhinagar-382007