



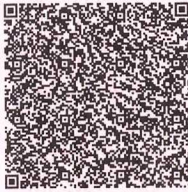
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of Jammu and Kashmir

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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is signed on the 29<sup>th</sup> January, 2021

BY and BETWEEN

**CSIR-Indian Institute of Integrative Medicine, Canal Road, Jammu (IIIM), a**  
 constituent unit of Council of Scientific and Industrial Research (CSIR), a Society

**National Institute of Sowa Rigpa Leh**  
 Ministry of AYUSH, Govt. of India

**Dr. D. Srinivasa Reddy**  
 निदेशक / Director  
 भारतीय समवेत औषध संस्थान  
 Indian Institute of Integrative Medicine  
 जम्मू / Jammu

**राष्ट्रीय सोवा रिग्पा संस्थान लेह**  
 भारतीय स्वास्थ्य, भारत सरकार

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registered under the societies registration act (XXI) of 1860, having its registered office at Annusadan Bhavan, 2 Rafi Marg, New Delhi, (hereinafter referred to as "IIIM") represented by the Director, IIIM, Jammu, (J&K)

## 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 is having its campus at Skalzangling Leh, UT Ladakh, India (hereinafter called "NISR" which expression shall unless repugnant to the context includes its successors and assigns) of the other part.

## PREAMBLE

Whereas CSIR-IIIM is an internationally competitive centre of excellence in discovery of novel pharmacologically active natural products from plants and microbial species and translating them into drug leads and candidates by medicinal chemistry, preclinical pharmacology and clinical development. Institute 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) and conducting CMC studies. Institute is also having expertise in development of agro-technologies and commercial cultivation of high value medicinal and aromatic plants from Western Himalayas including Kashmir Valley and Ladakh for national and international markets.

**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 of the plants of Trans-Himalayas.

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

  
Director/निदेशक  
National Institute of Sowa Rigpa Leh  
Ministry of AYUSH, Govt. of India  
राष्ट्रीय सोवा रिग्पा संस्थान लेह  
आयुष मंत्रालय, भारत सरकार

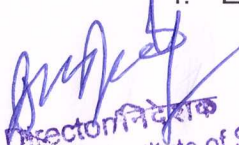
डॉ० डी० श्रीनिवासा रेड्डी  
Dr. D. Srinivasa Reddy  
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## 1.0 SCOPE OF MOU

In the spirit of intellectual cooperation scholarly exchange, and the development of national partnership with leading institutions, CSIR-IIIM 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 of 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, professional development programs and capacity-building efforts.
  - b. The dissemination of findings through scholarly publication, white papers and media.
- 2 To achieve the goals of this cooperation, NISR and CSIR-IIIM shall collaborate in the following areas.
  - a. Conservation and cultivation 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. CMC of identified single plant herbal formulation of the Sowa Rigpa System
  - d. Submission of Joint projects of the interest of the both the Institutes.
  - c. NRISR shall provide logistic support to CSIR-IIIM in carrying out activities in Ladakh from time to time as per requirement.
  - d. Organize symposia, conferences and meetings on timely research issues;
  - e. Develop and carry out joint research programs ; and
  - f. Exchange information pertaining to the agreed-upon research areas.

  
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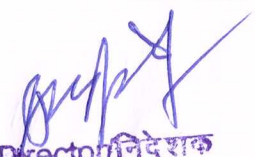
3. Prior to the initiation of any particular project or activity, the specific terms of cooperation and exchange for that project will be discussed and agreed upon in writing by the appropriate responsible representatives of both institutions.
4. Both parties understand that all financial arrangements 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 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 the both the parties jointly and once granted these rights will jointly owned by the parties.

  
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- (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 commercialise the technology jointly through a separate agreement.

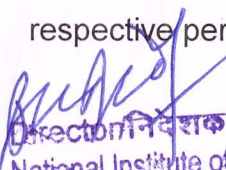
**C. Publication:**

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:**

- (i) 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 Head, PME CSIR-IIIM, Jammu 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 or wilful acts or omission of the other party or any of its agents or employees in connection with their respective performance under this MOU.

  
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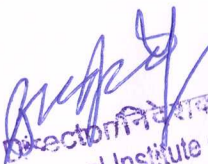


8. The parties agree that in the course of implementing this MOU, they will not engage in unlawful discrimination on the grounds of race, gender, sexual orientation, age, religion, social class, national or ethnic origin or disability.
9. Both Institutions acknowledge and understand that all financial 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, 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. 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 through 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

  
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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 Jammu in the English language.

## SEAL 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 of the day and year first above written.

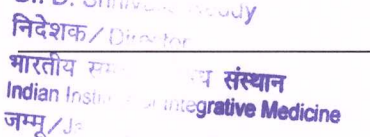
Parties:

For and on behalf of CSIR /IIIM, Jammu


Signature 

Name: Dr. D. S. Reddy

Designation: Director, IIIM, Jammu

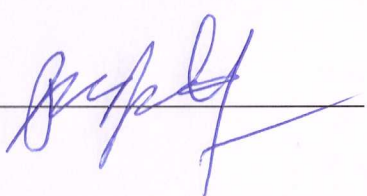
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निदेशक / Director  
भारतीय समावेशी चिकित्सा संस्थान  
Indian Institute of Integrative Medicine  
जम्मू / Jammu

Witnesses: (Name & designation)

1.   
**Abdul Rahim**  
Head  
Planning Monitoring & Evaluation Division  
CSIR-Indian Institute of Integrative Medicine  
Canal Road, Jammu-180001

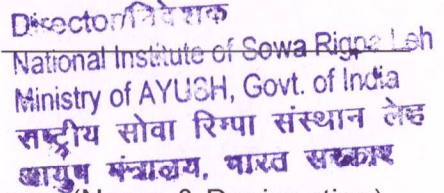
2.

For and on behalf of NISR, Leh


Signature 

Name: Dr. Padma Gurmet

Designation: Director

Seal   
Director / निदेशक  
National Institute of Sowa Rigpa, Leh  
Ministry of AYUSH, Govt. of India  
राष्ट्रीय सोवा रिग्पा संस्थान लेह  
आयुष मंत्रालय, भारत सरकार

Witnesses: (Name & Designation)

1.   
डा. छेवांग डोलमा / Dr. Tsewang Dolma  
अनुसंधान सहायक / Research Assistant  
राष्ट्रीय सोवा रिग्पा अनुसंधान संस्थान  
National Research Institute for Sowa Rigpa  
के.आयु.वि.अनु.प.भारत सरकार /  
C.C.R.A.S. Govt. of India  
लेह लद्दाख / Leh Ladakh

2.