

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MoU") is made and executed on this 22nd day of December Two Thousand Twenty-one, at New Delhi

BY AND BETWEEN

National Institute of Sowa-Rigpa, U.T. Ladakh, Leh - 194 101, a constituent under the Ministry of AYUSH, Govt. of India, hereinafter called "NISR", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

....PARTY OF THE FIRST PART

AND

Council of Scientific and Industrial Research, a Society registered under the Societies Registration Act XXI of 1860, having its registered office at Anusandhan Bhavan, 2 Rafi Marg, New Delhi - 110 001, hereinafter called "CSIR", represented by one of its constituent Units, **CSIR-Traditional Knowledge Digital Library Unit**, having its office at 14, Satsang Vihar Marg, New Delhi - 110 067, hereinafter called "CSIR/CSIR-TKDL", which expression shall include their representatives, successors and assignees, as the case may be.

....PARTY OF THE SECOND PART

Hereinafter collectively referred as "**Parties**" and individually as a "**Party**".

Whereas NISR is the nodal agency for research and development of Sowa Rigpa system of medicine by Ministry of AYUSH, Govt. of India and has expertise and vast experience in literary research and documentation of Sowa-Rigpa literature and formulations as well as in cataloguing and digitizing Sowa Rigpa manuscripts.

Whereas CSIR/CSIR-TKDL is mandated with the Traditional Knowledge Digital Library (TKDL), which is a pioneering initiative of the CSIR with the Ministry of Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homoeopathy (AYUSH). The key objective of the TKDL is to prevent misappropriation of the country's traditional



medicinal knowledge and thus protect it. The TKDL contains in a digitized format information from classical/ traditional books related to Ayurveda, Unani, Siddha, Yoga and Sowa Rigpa available in public domain, and is available in five international languages (English, French, German, Spanish and Japanese).

And whereas, CSIR/CSIR-TKDL has the exclusive ownership and rights of the TKDL database. In consideration of the confidentiality and sensitivity associated with the TKDL, database access is governed by the prevailing Gov policies/mandates and as amended from time to time. Access to TKDL is provided to International Patent Offices under Non-Disclosure Agreement for use as part of their pre-grant search and examination. In addition, pre-grant oppositions on patent applications along with prior art evidences from TKDL are submitted on a regular basis by CSIR/CSIR-TKDL.

And whereas on 29 August 2018, the National Research Institute for Sowa Rigpa (NRIS) now established as the National Institute of Sowa Rigpa (NISR), entered into a Memorandum of Understanding (MoU) to jointly implement the digitalization of Sowa Rigpa formulations into the TKDL database.

And whereas under the MoU, NRIS has been facilitating the incorporation of the Sowa Rigpa system of medicine into the TKDL database to protect it from misappropriation in collaboration with CSIR/CSIR-TKDL.

And whereas as a result of the interaction between the Parties at various levels, both NISR and CSIR/CSIR-TKDL have agreed to continue work together in digitizing the Sowa Rigpa formulations, practices, etc., to include in the TKDL database.

Now, therefore, and in pursuance of the above it has been decided to enter into Memorandum of Understanding (MoU) as follows:

CSIR/CSIR-TKDL and NISR will be the joint implementation agencies for the creation of the digital format of formulations/practices related to Sowa Rigpa system of medicine; project execution and implementation will be done collaboratively by CSIR/CSIR-TKDL and NISR by hiring of project staff, taking services of Sowa-Rigpa doctors, technical personnel, and other experts, as required. The said project personnel shall be engaged by CSIR/CSIR-TKDL to be placed at NISR, and shall be governed by the terms and conditions of their appointment orders and by the CSIR guidelines issued from time to time in this matter.

A handwritten signature in blue ink, followed by the initials 'VJS' also in blue ink.

General

1. The administrative and functional control of the units including the interdisciplinary team of experts working therein will rest jointly with NISR and CSIR/CSIR-TKDL.
2. The database access will be governed by the prevailing GoI policies/mandates and as amended from time to time.

Responsibilities of CSIR/CSIR-TKDL

1. Implementation of the TKDL-Sowa rigpa digitization work in a phased manner
2. Facilitating upgradation of IT infrastructure, TKDL hardware and software for digitization of Sowa Rigpa literature
3. Recruit project staff and support staff, as per need
4. Train project staff on TKDL application/software
5. Provide funds for the implementation of the digitization activity as and when the need arises including remuneration for the project staff, software interface, hardware and software, imaging, translation, etc.
6. Provide technical guidance and expertise in establishing the facility for digitization of Sowa Rigpa, and train the project staff in the entire gamut of workflow and digitization
7. Host and populate the core TKDL database with the Sowa Rigpa formulations and update it on a continuous basis

Responsibilities of NISR

1. Provide facility and space for implementation of the digitization activities of TKDL-Sowa Rigpa
2. Identify books, manuscripts, etc., to be transcribed and their procurement
3. Provide books, documents and references available and also services of Sowa Rigpa experts, as per need
4. Guide and supervise the Sowa Rigpa digitization activities at the TKDL facility at NISR
5. Facilitate implementation of the TKDL-Sowa Rigpa activities at the local level

Joint Responsibilities of CSIR/CSIR-TKDL and NISR

1. Creation of TKRC codes and their translation to Bhoti language
2. Create TKRC-IPC concordance



3. Modification in the TKDL application/software to incorporate Sowa Rigpa formulations
4. Maintain the integrity and authenticity of the TKDL-Sowa Rigpa database
5. Work out a common approach and strategy for maintaining the TKDL-Sowa Rigpa activity on a continuous basis

Periodic Review

Joint periodic review of the projects will be undertaken by CSIR/CSIR-TKDL and NISR as per their respective project monitoring mechanism and members from both the Parties will be part of the review committee.

Confidentiality and Nondisclosure

Any data, content of the TKDL database, software/hardware material, product specifications, designs, financial information, documents, training material, etc., in part or full, shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the Party which owns it. The material shall be treated as confidential as agreed from time to time in writing.

In the event of any of the Parties becoming legally compelled to disclose any confidential information, such Party shall give sufficient notice to the other Party so as to enable the other Party to seek a timely protective order or any other as appropriate relief. If such an order or other relief cannot be obtained, the Party being required to make such a disclosure shall make the disclosure of the confidential Information only to the extent that is legally required of it and no further.

Publications

Parties will mutually decide on sharing of required information by way of joint publication in journals and seminars or workshops etc. All publications resulting from the collaboration between the Parties will be mentioned in the scientific reports of the either Party.

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.

Term and Termination

The MoU will come into force from the date of signing and remain valid for a period of five years. After five years, there will be provision for renewal of the same on mutual agreement.

This MoU can be terminated by either of the Parties by giving three months advance notice to the other Party.

Indemnification

Either Party shall keep other Party, its affiliates, officers, employees, agents, representatives, and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable fees of attorneys) arising out of any claim, suit, action or proceeding, for any act(s) and omissions of such Party under any proposal(s) to Prospective client(s) or any resulting contract(s) therefrom or any incidental matter or in any way arising therefrom.

Amendments

No amendment or modification of this MoU shall be valid unless the same are made in writing by both the Parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made or executed unless otherwise agreed to.

Governing Law, Dispute Resolution and Arbitration

This MoU shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The language of arbitration proceedings will be English only. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. The venue of the Arbitration shall be at Delhi.

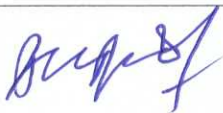

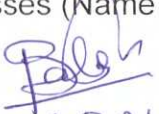





The provision of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this MoU expires or ceases to exist or is terminated or revoked or declared unlawful.

Execution Authority

The persons whose signatures appear below certify that they are authorized to enter into this MoU on behalf of the Party for whom they sign.

Signed at New Delhi on 22nd Dec 2021 in two originals in the English language.

For and on behalf of NISR	For and on behalf of CSIR/CSIR-TKDL
<p>Signature: </p> <p>Name: <u>Dr Padma Gurukul</u></p> <p>Director In-charge, National Institute of Sowa Rigpa</p> <p>Seal: Director/निदेशक National Institute of Sowa Rigpa Leh Ministry of AYUSH, Govt. of India राष्ट्रीय सोवा रिग्पा संस्थान लेह आयुष मंत्रालय, भारत सरकार</p>	<p>Signature: </p> <p>Name: <u>Viswajanani J. Sattigeri</u></p> <p>Head, CSIR-TKDL Unit</p> <p>Seal: डॉ. (श्रीमती) विश्वजननी जे. सत्तिगेरी Dr. (Mrs.) Viswajanani J. Sattigeri प्रमुख / Head सी. एस. आई. आर.-टी. के. डी. एल. इकाई CSIR-Traditional Knowledge Digital Library Unit 14, सत्संग विहार मार्ग, नई दिल्ली-110067 14, Satsang Vihar Marg, New Delhi-110067</p>
<p>Witnesses (Name & Signature)</p> <p>1.  (BALESHWAR)</p> <p>2.  (K. Venkatesh)</p>	<p>Witnesses (Name & Signature)</p> <p>1.  (VIJAYALAKSHMI ASTHANA)</p> <p>2.  (ALPANA JAIN)</p>