



IN-GJ33091183432745W

INDIA NON JUDICIAL Government of Gujarat



सत्यमेव जयते

Rs.
100

Certificate of Stamp Duty

Certificate No.	: IN-GJ33091183432745W
Certificate Issued Date	: 20-Feb-2024 01:48 PM
Account Reference	: IMPACC (SV)/ gj13339604/ BHAVNAGAR/ GJ-BV
Unique Doc. Reference	: SUBIN-GJGJ1333960487825202744284W
Purchased by	: DIRECTOR CSIR CSMCRI
Description of Document	: Article 14 Bond
Description	: MOU/AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
Seller Party	: DIRECTOR CSIR CSMCRI
Buyer Party	: NA
Stamp Duty Paid By	: DIRECTOR CSIR CSMCRI
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Memorandum of Understanding (MoU)

1. THE MoU

1.1 This Memorandum of Understanding is being entered into on this 10th May 2024 between Council of Scientific and Industrial Research, a society incorporated under the Societies Registration Act- 1860, having its corporate registered office at "Anusandhan Bhavan", 2, Rafi Marg, New Delhi-110001, India through its constituent CSIR-Central Salt & Marine Chemicals Research Institute, Gijubhai Badheka Marg, Bhavnagar - 364 002, Gujarat, India (hereinafter referred to as 'CSIR-CSMCRI', the expression which unless repugnant to context shall be deemed to include its successors, administrators and executors) of the first part.

AND

1.2 Gyanmanjari Innovative University, having its registered office at Survey No. 30, Sidsar Road, Bhavnagar-364001, Gujarat, India (hereinafter referred to as "GMIU"), (which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors, representative, administrator, executor & assign) of the second part.

2. PREAMBLE

2.1 Whereas CSIR-CSMCRI, as part of its core research activities, is engaged in research, design and development in the field of salt, marine chemicals, biosciences, seaweeds, chemical transformation, process engineering, environmental monitoring, separation science and analysis.

2.2 Whereas, Gyanmanjari Innovative University is established at Bhavnagar and its self-financed constituent institutes for promotion and development of education in various fields and branches of Engineering, Pharmacy, Management, Technology, Science, Information & communication and carry out such other projects having similar objectives.

Now, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

3. OBJECTIVE AND SCOPE OF MoU

- Encourage academic exchange and cooperation between the research institute and university.
- Joint research activities in areas of mutual interest.
- Inviting faculty members, research scholars, and or students for academic visits and exchange.
- Exchange of publications and other teaching materials.
- Co-sponsoring seminars, courses, workshops, and other academic meetings on matters of mutual benefit.



- f) Assistance with developing relations and cooperation with industry and other institutes.
- g) Support and provide mentorship to the Startup/Entrepreneur/Researcher/Students.
- h) Collaborative research work and project work.

4. SEPARATE SPECIFIC AGREEMENTS

The Parties hereto agree that they shall collaborate with each other on a project-to-project basis & shall enter into a detailed agreement (if necessary) with each other to specify the exact terms & conditions for their association in each project.

5. CONFIDENTIALITY

It is agreed by the parties hereto that the information being parted with by both CSIR-CSMCRI & GMIU to the other party would be of an extremely sensitive nature & that to protect the interests of both the parties; both parties agree to keep such information completely confidential.

6. PUBLICATIONS, INTELLECTUAL PROPERTY RIGHTS OWNERSHIP AND SHARING OF FINANCIAL BENEFITS AND OBLIGATIONS

- 6.1 CSIR-CSMCRI and GMIU agree to respect and work within the Intellectual Property Policies of each party, and, wherever necessary, agree to harmonize the policies to resolve special issues. Information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights.
- 6.2 All intellectual property solely conceived and/or developed by CSIR-CSMCRI during the course of this Agreement shall be owned by CSIR-CSMCRI. All intellectual property solely conceived and/or developed by GMIU during the course of this Agreement shall be owned by GMIU.
- 6.3 Intellectual property jointly conceived and/or developed by CSIR-CSMCRI and GMIU will be jointly owned by CSIR-CSMCRI and GMIU. Each party may use such property for research and scholarly purposes. Expenditure of the joint intellectual property shall be shared (50:50) by both CSIR-CSMCRI and GMIU. Either party (CSIR-CSMCRI or GMIU) shall not oppose for technology transfer to any third party, which is jointly conceived and/or developed by both CSIR-CSMCRI and GMIU. Any revenue arising out of the joint Intellectual Property under this Agreement shall be equally shared by CSIR-CSMCRI and GMIU.
- 6.4 CSIR-CSMCRI and GMIU agree to collaborate towards the protection of intellectual property, if appropriate, and application of such intellectual property for commercial



or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

- 6.5 CSIR-CSMCRI and GMIU agree to respect each other's scientific contribution while publishing articles, Technical and scientific papers in journals, or presenting in seminars, workshops, or conferences.
- 6.6 CSIR-CSMCRI shall be responsible for filing and maintaining the joint intellectual property developed under this ACTIVITY.
- 6.7 In case of a joint patent between CSIR-CSMCRI and GMIU, CSIR-CSMCRI shall be a Joint owner of the IPRs, therefore, in accordance with the provisions of Section 39 of the Indian Patents Act, 1970 any patent application accruing from Joint research under this agreement shall be first filed in India.
- 6.8 In case the ACTIVITY under this agreement is based on any "Biological Resources" obtained from/occurring in India, then the necessary permission for filing any IPR must be taken from the National Biodiversity Authority, Chennai under the provision of Section 6 of the Biological Diversity Act of India, 2002.
- 6.9 If either of the "Parties" do not intend to file/pursue an application for an IPR in any jurisdiction, then they shall permit the other "Party" to obtain the IPR and shall execute the necessary documents as and when required. However, the IPR shall continue to remain in the names of both the "Parties". Further, if one of the parties decides not to share the expenses for protecting IPR, then it shall assign its rights to the other institute to enable it to file for IPR protection.
- 6.10 Appropriate acknowledgement or Co-authorship and taking other party into confidence respecting the scientific contribution made should be reflected in publication with due protection of organizational confidential aspects.
- 6.11 All rights and obligations relating to joint intellectual property, if any, shall survive even after the termination of the Agreement for any reason.

7. NOT A PARTNERSHIP OR AGENCY

Nothing contained in this MoU is intended to either establish a Principal-Agent relationship or a Partnership between the parties hereto & neither party is authorized to bind the other party on its behalf as part of any contractual commitment that the other party may enter into.

8. WARRANTY

Each party here to warrants that it is authorized to enter into this MoU & is not barred either by law or by any previous agreement from entering into this and/or such MoU.

It is also agreed that existing MoU's by CSIR-CSMCRI/GMIU with other parties shall continue & not in any way be considered a breach of this agreement.



9. TERMINATION

This MoU is valid for a period of five years from the date of signing & may be renewed by mutual agreement for a mutually acceptable period.

10. BASE OF FUTURE AGREEMENTS

This MoU lays down the spirit of collaboration between the two parties & shall guide the formulation of all future agreements that the parties may enter into on a case-by-case basis.

11. FORCE MAJEURE

Neither party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more the force majeure events such as but not limited to acts of GOD, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence of cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

12. AMENDMENTS TO THE MoU

The rights or/ and liabilities arising to any party to this MoU shall not be assigned except with the written consent of the other party and subject at such terms and conditions as may be mutually agreed upon.

13. ARBITRATION

13.1 It is hereby agreed between the two Parties that MoU shall be executed in manner and form outlined in this Agreement. Except as hereinbefore provided, any dispute, controversy, difference of any kind whatsoever or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In event no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above-mentioned dispute or difference arose, such dispute or difference shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The seat of Arbitration shall be at Delhi and arbitration shall be conducted in English language. The arbitration will be carried out in accordance with the provisions of Indian Arbitration and Conciliation Act of 1996, or of any modifications or re-enactments thereof. The arbitral award will be final and binding, subject to legal remedies available under the law.

13.2 Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or



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pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except payment in dispute, if any.


13.3 This Agreement shall be governed by, construed, and enforced in accordance with the prevailing laws of India.


SEAL OF PARTIES

In witness whereof the PARTIES hereto have signed this MoU on the day, month and year mentioned hereinbefore.

For and on behalf of CSIR/CSIR-CSMCRI

For and on behalf of GMIU


Signature 
Name
Designation **डॉ. कामलेश प्रसाद / Dr. Kamlesh Prasad**
मुख्य वैज्ञानिक / Chief Scientist
विभागप्रमुख - भावनार विकास एवं युवायुग प्रयोग
Head-Business Development & Information Engagement
सीएसआईआर-सीएसएमसीआरआई / CSIR-CSMCRI
शे.सी. मार्ग, भावनगर / G.B. Marg, Bhavnagar-364002

Signature 
Name: **DR. H. M. NIMBARK**
Designation: **PROVOST**
GYANMANJARI INNOVATIVE UNIVERSITY
Seal **BHAVNAGAR**


Witnesses: (Name & Address)


Witnesses: (Name & Address)



1. 
डॉ. शिबाजी घोष / Dr. Shibaji Ghosh
प्रधान वैज्ञानिक / Principal Scientist
प्रमुख, तकनीकी विधि प्रकल्प और आई पी समन्वयक
Head, Techno-Legal Cell & IP Coordinator
सीएसआईआर-सीएसएमसीआरआई / CSIR-CSMCRI
शे.सी. मार्ग, भावनगर / G.B. Marg, Bhavnagar - 364002

1. 
Prof. Anish Vora

2. 
(**HANDEEBAN.M**)

2. 
Dr. Usha P. Shinde