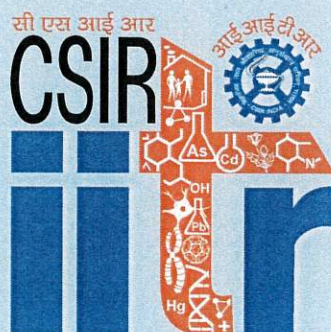


Memorandum of Understanding

Between



CSIR-Indian Institute of Toxicology Research

Vishvigyan Bhawan, 31, Mahatma Gandhi Marg, Lucknow-226 001

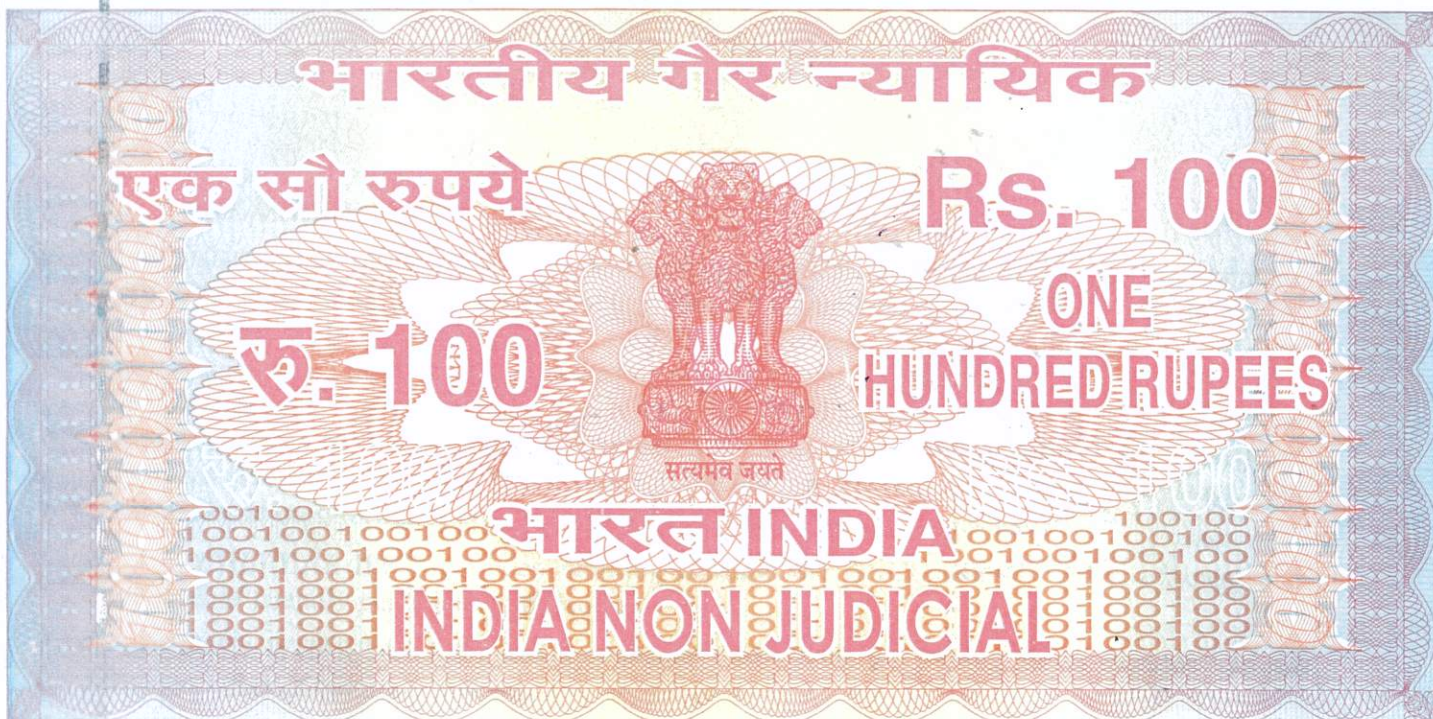
&



Institute of Pesticide Formulation Technology

Sector 20, Udyog Vihar, Gurugram, Haryana-122 016

June 04, 2022



उत्तर प्रदेश UTTAR PRADESH

GA 698460

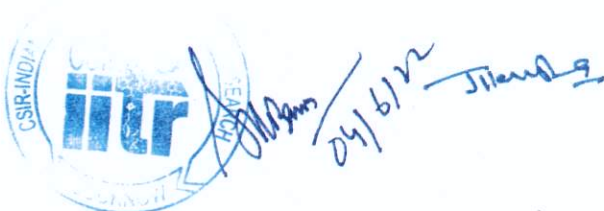
MEMORANDUM OF UNDERSTANDING

CL.1 THE MoU

CL.1.1 THIS MEMORANDUM OF UNDERSTANDING (MoU) made and entered into on 04th day of June 2022 between the **COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH**, a Society registered under the Societies Registration Act (XXI of 1860) and having its office at Anusandhan Bhavan, 2, Rafi Marg, NEW DELHI-110001 (hereinafter referred to as CSIR) through its constituent laboratory **CSIR-Indian Institute of Toxicology Research**, situated at Vishvigyan Bhawan, 31, Mahatma Gandhi Marg, Lucknow, Uttar Pradesh – 226 001 (hereinafter called “**CSIR-IITR**” which expression shall where the context so admits include its successors and permitted assigns) of the **ONE PART**.

And

CL.1.2 **Institute of Pesticide Formulation Technology**, an autonomous Institute under Department of Chemicals and Petrochemicals, Ministry of Chemicals & Fertilizers, Govt. Of India and having its office at Sector 20, Udyog Vihar, Gurugram, Haryana-122016 (hereinafter called the “**IPFT**” which expression shall where the context so admits include its successors and permitted assigns) of the **OTHER PART**.



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संख्या :
दिनांक :
केंद्र का प्रयोजन :
प्रीति का नाम पूरा व पता :
रक्त समूह :
डॉक्टर की परामर्श :
वैद्यकीय इच्छा तिथि :
फोन नं०- 253, लखनऊ
लिविंग विल की अवधि 31-3-2024 तक
विधियों के स्थान, कलेक्ट्रेट, लखनऊ

24 तक
लखनऊ

CL.2 PREAMBLE

CL.2.1 WHEREAS CSIR-IITR addresses problems critical to human health and environment. CSIR-IITR has Good Laboratory Practice (GLP) Compliance certification from NGCMA, Government of India, issued with respect to Toxicity studies, Mutagenicity studies, Environmental toxicity studies on aquatic and terrestrial organisms; analytical and clinical chemistry testing. The institute also has NABL accredited facilities for biological and chemical testing services. CSIR-IITR undertakes research in niche areas of toxicology. These include an impact of industrial and environmental chemicals on human health and ecosystem, and environmental monitoring of pollutants in air, water and soil.

CL.2.2 WHEREAS IPFT has been working towards the development of safer, efficient and environment friendly pesticide formulations.

CL.2.3 AND WHEREAS IPFT has approached CSIR-IITR for joining hands towards various R&D activities of common interest.

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

CL.3 SCOPE OF THE MoU

CL.3.1 The MoU details the terms and conditions, financial arrangements, modalities of association, intellectual property rights, responsibilities and obligations of IPFT and CSIR-IITR pertaining to the ACTIVITIES.

CL.3.2 The activities involved at "CSIR-IITR":

- Toxicological and related studies of pesticide formulations and Nano-technology based products developed by IPFT
- Any assignment of R&D, Analytical, Toxicological Studies as will be received by CSIR-IITR and if the CSIR-IITR will not be able to take-up the necessary jobs/ part of jobs as regards thereto (e.g., Analytical studies) then the same shall be forwarded to IPFT who shall complete and send the same to CSIR-IITR within the time frame as will be mutually decided between the parties (subject to the terms and conditions of the sponsoring agency and agreement/ concern of the In Charge/ PI of the Department/Project/Scheme).

CL.3.3 The activities involved "IPFT":

- Development of formulations of pesticides and Nano technology based products
- Physico-chemical and analytical studies on products like Food Standards, Sensors, Isolation and Characterization of floriculture and other natural products etc.
- If any assignment of R&D, Analytical, Toxicological Studies as will be received by IPFT and if the IPFT will not be able to take-up the necessary jobs/ part of jobs, as regards thereto (e.g., Toxicological studies) then the same shall be forwarded to CSIR-IITR who shall complete and send the same to IPFT within the time frame as will be mutually decided between the parties (subject to the terms and conditions of the sponsoring agency and agreement/ concern of the In Charge/ PI of the Department/Project/Scheme).



The value of work to be exchanged between the parties and other commercial terms thereof shall be mutually decided between the parties on a case-to-case basis.

CL.4 FINANCIAL ARRANGEMENTS

CL.4.1 Funding and financial commitment for joint activities under this MoU shall be mutually decided between both the parties, on a case-to-case basis, and subject to the approval by the competent authority of the respective organizations.

CL.4.2 CSIR-IITR and IPFT may submit joint projects to the State, National and International funding agencies for possible funding.

CL.4.3 Under this MoU, the cost of any activity undertaken by executing party on request of another party shall be borne by the requesting party.

CL.5 MODALITIES OF ASSOCIATION

CL.5.1 Under the MoU, collaborations shall be established between CSIR-IITR and IPFT to promote R&D activities in the following areas, but not limited to:

- i) development of safer, efficient and environment friendly pesticide formulations;
- ii) Visit of scientists, students and staff of both the organizations to strengthen the collaborative R&D activities in the areas of mutual interest and as per national needs;
- iii) Need-based faculty exchange program for providing intellectual inputs and strengthening the research activities, and creating a pool of highly skilled human resource. The expenses incurred towards the TA/DA for the same will be borne by the requesting institute; and
- iv) Employees of both the institutes shall be eligible to avail the guest house/ hostel facilities as per the prevailing norms of the institute.

CL.5.2 Both CSIR-IITR and IPFT will be eligible to avail the analytical/ testing facilities of each other as per the institutional policies of the institute.

CL.5.3 Both CSIR-IITR and IPFT will be organizing training programme in the areas of their expertise for scientists/ staff of both the organizations. For any such training, expenditures incurred towards the TA/DA and registration charges (if any) for such training programme shall be borne by the requesting institute as per norms.

CL.6 INTELLECTUAL PROPERTY RIGHTS

CL.6.1 The intellectual property rights (IPRs) generated by work undertaken through this MoU will be jointly owned by both the parties.

CL.6.2 Benefits accrued from jointly developed technologies and IPRs shall be shared between CSIR-IITR and IPFT as per CSIR Technology Transfer Guidelines 2017, and will be decided on a case-to-case basis.



CL.7 ACKNOWLEDGEMENT

CL.7.1 Any product developed out of the joint work/ activity shall be duly acknowledged. IPFT shall affix in a conspicuous manner upon every product and /or mode of packaging containing the product a label or plate bearing the inscription "CSIR-IITR" in letters of size not less than half the nominal size of the largest size of letters giving either the name of the IPFT or its brand name or trademark for the product. The IPFT shall not sell product and/or any box or package containing the product without such label or plate being affixed thereon. Similarly, every advertisement, hoarding, technical literature, publicity and like material in respect of or related to the knowhow/ product launched by the IPFT shall include the same inscription as aforesaid in a prominent manner.

CL.8 VALIDITY

CL.8.1 The validity of this MoU shall be **60 months** from the date of the signing. The duration may be extended on mutually agreed terms.

CL.9 FORCE MAJEURE

CL.9.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement 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, Strikes, Lockouts, Epidemics, Pandemics, Riots, Civil commotions, Cyber-piracy, etc., provided on the occurrence and cessation of any such event IPFT/ CSIR-IITR affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

CL.10 NOTICE

CL.10.1 All notices and other communications required to be served on IPFT under the terms of this MoU shall be considered to be duly served if the same shall have been delivered to, left with, or posted by official email and/ or registered mail to the party at its last known address of the business. Similarly, any notice to be given to the CSIR-IITR shall be considered as duly served if the same shall have been delivered to, left, or posted by official email and/ or registered mail to the CSIR-IITR at its registered address in Lucknow.

CL.11 ARBITRATION

CL.11.1 In the event of any question/dispute/difference arising under the agreement or in connection therewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.

1. The award of the arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.



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04/6/22
[Handwritten signature]



2. Subject to the aforesaid provision, the Arbitration and Conciliation Act, 1996 and the Rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

SEAL OF PARTIES

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore:

For and on behalf of CSIR-IITR

Signature

Name

Designation

(प्रोफेसर एस.के. बारिक)
(Professor S.K. Barik)
निदेशक / Director

Seal

सीएसआईआर-भारतीय विषविज्ञान अनुसंधान संस्थान
CSIR-Indian Institute of Toxicology Research
लखनऊ / Lucknow-226001

Witnesses:

1.

डॉ. के. सी. खुल्बे / Dr. K C Khulbe
प्रमुख, अनुसंधान योजना एवं व्यापार विकास विभाग
Head, Research Planning & Business Development Division
सी.एस.आई.आर. - भारतीय विषविज्ञान अनुसंधान संस्थान
CSIR-Indian Institute of Toxicology Research
सी.एस.आई.आर. भारत सरकार/DSIR, Govt. of India
विषविज्ञान भवन 31, महात्मा गांधी मार्ग, लखनऊ-226001 भारत
Vidhigyan Bhavan 31, Mahatma Gandhi Marg, Lucknow-226001 INDIA

2. Satyram Babraie
4/6/22

For and on behalf of IPFT

Signature

Name

Designation

डॉ. जितेंद्र कुमार / Dr. Jitendra Kumar
निदेशक / Director
पेस्टीसाइड सूत्रीकरण प्रौद्योगिकी संस्थान
Institute of Pesticide Formulation Technology
रसायन एवं पेट्रो रसायन विभाग
Department of Chemicals & Petrochemicals

Seal

रसायन एवं उर्वरक मंत्रालय
Ministry of Chemicals & Fertilizers
गुरुग्राम-122016, भारत
Gurugram-122016, India

Witnesses:

1. Anurag
(Dr. Anurag Agrawal)
IPFT, Gurugram

2. Lalitha
Dr. L.K. Thakur
IPFT, Gurugram