



सत्यमेव जयते

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Certificate No. : IN-UP08093221571479U
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Account Reference : NEWIMPACC (SV)/ up14072304/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference : SUBIN-UPUP1407230406957961518824U
Purchased by : ACADEMY OF SCIENTIFIC AND INNOVATIVE RESEARCH
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : ACADEMY OF SCIENTIFIC AND INNOVATIVE RESEARCH
Second Party : WILDLIFE INSTITUTE OF INDIA DEHRADUN
Stamp Duty Paid By : ACADEMY OF SCIENTIFIC AND INNOVATIVE RESEARCH
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

AGREEMENT BETWEEN

ACADEMY OF SCIENTIFIC & INNOVATIVE RESEARCH, GHAZIABAD

AND

WILDLIFE INSTITUTE OF INDIA, DEHRADUN



भारतीय बन्धजीव संस्थान
Wildlife Institute of India

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This Agreement is made and entered into on the 7th day of March, 2022

BY AND BETWEEN

Academy of Scientific & Innovative Research (AcSIR) has been established as an 'Institution of National Importance' with a view to maximize the number of qualified researchers and professionals of impeccable quality in the domain of science & engineering; and to equip them with the skills to innovate and conduct seamless interdisciplinary research. AcSIR was established by an Act of Parliament, viz. the Academy of Scientific Innovative Research Act, 2011 notified by the Central Government vide The Gazette of India notification No.15 dated February 7, 2012. The Headquarters of Academy of Scientific Innovative Research is located at CSIR-Human Resource Development Centre (CSIR-HRDC) Campus, Postal Staff College Area, Sector 19, Kamla Nehru Nagar, Ghaziabad, Uttar Pradesh 201002. Academy of Scientific and Innovative Research, hereinafter referred to as AcSIR, which expression shall, unless repugnant to the context or meaning thereof, include its successor and assigns, of the ONE PART;

AND

Wildlife Institute of India (WII) is one of the country's premier training and research institute in the field of wildlife science and conservation. Based in Dehradun, the institute was set up in 1982 under the Ministry of Environment, Forest and Climate Change, Government of India with a mandate to train government and non-government personnel, carry out research, and advise on matters of conservation and management of wildlife resources. The institute was accorded autonomy in April 1986. The headquarter of WII is located at Chandrabani, Dehradun, Uttarakhand 248001. Wildlife Institute of India, hereinafter referred to as WII, which expression shall, unless repugnant to the context thereof, mean and include its successor and assigns; of the SECOND PART;

Each of the parties mentioned above, are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

AcSIR has the mandate to create and train some of the best of tomorrow's science and technology leaders through a combination of innovative and novel curricula, pedagogy and evaluation. AcSIR's focus is on imparting instructions in areas that are not routinely taught in regular academic universities in India. The mission of the Academy is to create highest quality personnel with cross-disciplinary knowledge, aiming to provide leaders in the field of science and technology. Scientific strength of infrastructure and mentorship across multiple scientific disciplines, required to train students in laboratory-based scientific research, is met through the diverse network established by AcSIR with CSIR Labs and other Institutes.

WII's mission is to nurture the development of wildlife science and promote its application in conservation, in consonance with our cultural and socio-economic milieu. WII has the following aims and objectives:

- Build up scientific knowledge on wildlife resources.
- Train personnel at various levels for conservation and management of wildlife.
- Carry out research relevant to management including the development of techniques appropriate to Indian conditions.

- Provide information and advice on specific wildlife management problems.
- Collaborate with international organizations on wildlife research, management and training.
- Develop as a regional center of international importance on wildlife and natural resource conservation.

Further, building upon these mandates and strengths, AcSIR and WII will establish academic connectivity and synergy of academic complementation and collaboration to build capacity in identified areas/faculties of research and development. Towards this end, the AcSIR and WII are entering into this Agreement.

NOW THEREFORE, in consideration of the premises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. SCOPE OF AGREEMENT:

The Agreement outlines the terms and conditions for the following obligations of the AcSIR and WII:

- 1.1** AcSIR to collaborate and recognize WII as its Associate Academic Center where AcSIR would accept students from WII for its academic programs including the M.Sc. and Ph.D. courses. The students of WII would be mentored by those scientists of WII who would be recognized as honorary faculty of AcSIR as per AcSIR rules. The students may also be allowed to be co-mentored by the faculty of AcSIR at other Academic Centers of AcSIR. The scope may be widened to include additional programs/activities that may be taken up jointly by AcSIR and WII.
- 1.2** All the degree programs undertaken, would be in strict compliance to the requirements set by AcSIR for specific academic programs. The students of WII would be required to complete all the mandatory academic requirements including coursework and residency requirements for completion of a degree as per AcSIR guidelines.
- 1.3** The students will be enrolled for their particular academic program with AcSIR.
- 1.4** The degrees will be awarded by AcSIR on full compliance to the processes of AcSIR and program as well as course requirements as per and within the timelines set for the same from time to time.
- 1.5** Identified prospective supervisors at WII would be recognized as faculty of AcSIR and these positions would be honorary in nature. Faculty position will be as per AcSIR rules and in consideration of their scientific positions at their institute. Such faculty can act as the primary guides for the PhD students. However, if the student and the primary guide desire, a co-guide can be included from any other institution including, AcSIR Academic Centres, (i.e., from the CSIR Laboratories), other Associate Academic Centres of AcSIR or any other Institute or University, as per AcSIR procedure. The faculty positions would also be considered for upgradation as per rules of AcSIR.
- 1.6** WII, as an Associate Academic Centre of AcSIR would need to nominate a Coordinator from among its Faculty who would ensure that the academic programs are being conducted in compliance with the AcSIR rules. The Coordinator would act as the point of contact between AcSIR and WII.

FINANCIAL ARRANGEMENT:

- 2.1 Tuition and other fees charged by AcSIR at normal rates, as applicable from time-to-time for a particular program and/or nature of candidate, would be payable by the students of WII directly to AcSIR, through its established procedure, at present through SBI Collect.
- 2.2 WII will bear all expenses and operational cost for conduct of the academic program and doctoral research facilities at their institute except those specified under Sub-Clause 2.3 and 2.4.
- 2.3 AcSIR shall bear all expenses related to Academic activities for AcSIR enrolled students at WII such as organizing guest lectures for AcSIR students at the institute, evaluation of thesis by external examiners and conduct of viva voce by external examiner etc.
- 2.4 The expenses related to payment of honorarium and travel for the external experts of Selection Committee for admissions and other academic activities, who are not faculty members of AcSIR at any Academic Centres of AcSIR, would be borne by AcSIR. As a normal procedure, WII would re-coup such expenditures from AcSIR.

3. GOVERNANCE:

- 3.1 In order to support the development of this collaboration, both parties agree to review the progress of their collaboration every twelve months;
- 3.2 The authorized representatives for the purposes of this Agreement are the Director, AcSIR, and the Director, WII or any other person so authorized by the Director, AcSIR and Director, WII.

4. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:

- 4.1 For any intellectual property, arising out of the research work carried out by an AcSIR student of WII exclusively at WII and wholly with the resources (financial, infrastructure, supervision etc.) of or at WII, the ownership and rights, other than Copy Right of Thesis, shall rest wholly with WII as per its policy. However, AcSIR student at WII, involved in generation of the IPR would be given due credit or recognition.
- 4.2 Sharing of ownership and rights in Intellectual property arising out of the research work carried out by an AcSIR student at WII in association or collaboration with other institutions that are AcSIR Centers or with involvement of other AcSIR resources (AcSIR faculty and/or AcSIR student) at AcSIR Centers would be decided mutually by WII and the other relevant institution(s), (AcSIR Academic Centers), AcSIR Associate Academic Centres, and its/their stakeholders.
- 4.3 Wherever AcSIR has its involvement in the generation of any IPR at WII in terms of its contribution in any form (other than contributions of AcSIR students admitted/enrolled to work at WII or any collaborative or joint work referred in 4.2), ownership and IPR rights thereon would be mutually decided by AcSIR and WII. Also, the responsibility of securing of IPR and the expenditure for securing and maintenance as well as commercialization of such IPR shall be decided mutually by AcSIR and WII, as per their contribution in the IPR generated.
- 4.4 AcSIR shall have a Copy Right on a thesis (through transfer of copy right), submitted by an AcSIR student at WII, that has been admitted by the AcSIR for the award of the AcSIR degree.

- 4.5 All publications from the thesis research work of the AcSIR registered students shall bear the names of the students and supervisors, being faculty of AcSIR and WII respectively, involved in the research program. The students, enrolled in AcSIR for their degree, shall include AcSIR and WII as their affiliating Institutes in their publications emanating out of the PhD research work as well as any work done by the student from the date of their enrollment to the date of PhD thesis submission. For AcSIR, the address of affiliation shall be included as follows:

Academy of Scientific and Innovative Research (AcSIR), Ghaziabad - 201002, Uttar Pradesh, India.

- 4.6 Each Party shall undertake to maintain the confidentiality of the documents, information and other data received from the other party during the period of implementation of this Agreement and observe confidentiality and secrecy of documents and information received from the other Party during the term of the Agreement or any other agreements executed pursuant to this Agreement. This is exclusive of those cases in which disclosure of such confidential documents or information is mandatory under prevailing laws or orders of court;
- 4.7 Both parties agree that this article shall continue to be binding between the parties notwithstanding the termination or expiration of this Agreement.

5. FORCE MAJEURE:

- 5.1 If at any time during the continuance of this Agreement, the performance, in whole or in part, by either Party, of any objectives under this Agreement is prevented or delayed by reason of governmental decision, war, hostilities, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including but not limited to electricity, water, fuel and the like), strike and lockout or other event beyond the reasonable control of the Party concerned (hereinafter referred to as "the Eventuality"), then notice of such Eventuality shall be given by either Party to the other within fifteen (15) days from the date of occurrence thereof;
- 5.2 In the event of either Party not being able to, by reason of an eventuality, meet any of its objectives under this Agreement, such objectives shall be suspended for as long as the inability continues or any date mutually agreed between the Parties. Neither Party shall be liable to the other Party for any loss or damage sustained by the other Party arising from the occurrence of any such event.

6. LIABILITY:

Both parties further agree that no employment relationship or partnership, expressed or implied, is created between them.

7. WAIVER:

No waiver of any breach of any provision of this Agreement by any Party shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the Party. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

8. GOVERNING LAW AND JURISDICTION:

GOVERNING LAWS:

The Agreement is governed by and shall be construed in accordance with the laws of India.

JURISDICTION:

The parties submit their disputes arising out of or in connection with this Agreement to the courts falling in the jurisdiction of the Courts of Ghaziabad, Uttar Pradesh.

9. DURATION OF AGREEMENT:

The Agreement would be effective for a period of five years from the date of signing. It may be extended after expiry of such period and on such terms and conditions as may be mutually agreed upon.

10. CONFLICT OF INTEREST:

Both Parties warrant that this Agreement is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this Agreement. Both parties also agree that this Agreement will not be treated as a deterrent to allow similar activities or collaboration with other organizations.

11. AMENDMENTS:

11.1 Either Party may request in writing for a revision, amendment or modification of all or any part of this Agreement;

11.2 Any revision, amendment or modification, agreed to between the Parties, shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this Agreement.

12. ASSIGNMENT:

12.1 This Agreement shall not be assigned by either party without the prior written consent of the other party.

13. TERMINATION:

13.1 Either Party may terminate this Agreement at any time by means of at least 90 calendar days' written notice to the other Party;

13.2 The early termination of this Agreement will not affect the completion of any co-operation measures that were agreed under the annual work programs whilst it was in force;

13.3 In case of early termination of Agreement, any ongoing work which may have been agreed upon prior to the date of the termination of the Agreement, shall continue unless mutually agreed upon by both the Parties.

14. NOTICES AND COMMUNICATIONS:

All notices and other communications required or permitted under this Agreement shall be in writing and delivered personally, mailed via registered mail, postage prepaid or via an internationally recognized courier, to the applicable Party at the addresses set forth below, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. All notices shall be deemed given on the date personally delivered, upon confirmed receipt or when placed in the mail as specified.

15. ARBITRATION:

15.1 In the event of any dispute relating to the interpretation or performance of this Agreement, arising between the Parties, both Parties will first do their utmost to settle their dispute amicably;

15.2 In case of failure to resolve the dispute, the same shall be referred to the Arbitration of two Arbitrators: one to be appointed by Director, AcSIR and the other by the Director, WII and two such arbitrators shall appoint the third arbitrator as Presiding Arbitrator and that the three Arbitrators shall constitute the Arbitral Tribunal. Any award or decision of the Arbitral Tribunal shall be final and binding on both the parties and the arbitration proceedings shall take place under the Arbitration & Conciliation Act, 1996 or any statutory modification thereof. The cost of the arbitration proceedings shall be equally shared between the parties.

For
Academy of Scientific & Innovative Research (AcSIR)

For
Wildlife Institute of India (WII)

Director, AcSIR
(Prof. Rajender Singh Sangwan)
CSIR-Human Resource Development Centre (CSIR-HRDC)
Campus
Postal Staff College Area,
Sector 19, Kamla Nehru Nagar,
Ghaziabad, Uttar Pradesh 201002

Director, WII
(Dr. Dhananjai Mohan)
Wildlife Institute of India
Chandrabani
Dehradun, Uttarakhand
248001


IN WITNESS WHEREOF, the parties have executed this Agreement on the date mentioned hereinabove.

Agreed and accepted by

Agreed and accepted by

Wildlife Institute of India

Academy of Scientific & Innovative Research

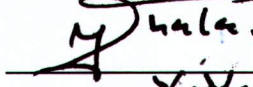

07/07/2022


07/3/2022


Authorized Signatory

Authorized Signatory

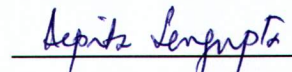
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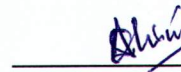

Y.V. Jhala
Name: Y.V. Jhala
Designation: Dean

Name:
Designation:


Dr. Ruchi Badola
Name: Dr. Ruchi Badola
Designation: Sc - G

Director
Academy of Scientific and Innovative Research
(AcSIR), INDIA


Arpita Sengupta
Name: ARPITA SENGUPTA
Designation: Senior Manager, AcSIR


Ashwini Mishra
Name: ASHWINI MISHRA
Designation: Manager, AcSIR