

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITY OF LADAKH,  
THE UNION TERRITORY OF LADAKH,  
LEH**

**AND**



**G.B. PANT NATIONAL INSTITUTE OF HIMALAYAN ENVIRONMENT  
(NIHE)  
(Formerly known as GBPIHED)  
KOSI-KATARMAL, ALMORA, UTTARAKHAND**

# MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (hereinafter referred to as MoU) is made on this 13<sup>th</sup> day of July 2021 at Leh

BETWEEN

**G.B. PANT NATIONAL INSTITUTE OF HIMALAYAN ENVIRONMENT** (hereinafter referred to as NIHE), KOSI-KATARMAL, ALMORA, UTTARAKHAND an autonomous Institute of Ministry of Environment, Forest and Climate Change,

AND

**The UNIVERSITY OF LADAKH**, THE UNION TERRITORY OF LADAKH, LEH (hereinafter referred to as UOL) established under an Act of Government of Jammu and Kashmir, 2018.

## INTRODUCTION/BACKGROUND

The need for close linkages among National Research Organizations/laboratories and the Universities has been recognized by different scientific Ministries, Departments and other agencies, including the Ministry of Environment, Forests & Climate Change (hereinafter referred to as MoEF&CC) and the University Grants Commission (hereinafter referred to as UGC). In pursuance of this felt need, NIHE formerly known as G.B. Pant Institute of Himalayan Environment & Development (hereinafter referred to as GBPIHED), an autonomous Institute of MoEF&CC, and the University of Ladakh (hereinafter referred to as UOL), the Union Territory of Ladakh (established under an Act of Government of Jammu and Kashmir, 2018) have decided to enter into a MOU.

The collaborations will be established within the principles set out in the following sections:

### 1. OBJECTIVE

- 1.1 This MOU shall serve as a written understanding of mutually agreed principles between the NIHE and the UOL to undertake activities of mutual interest between the two institutions for evidence based development of newly created UT of Ladakh.
- 1.2 The general purpose of this MoU/collaboration is to provide research opportunity to the students and researchers of both institutions in increasing the effectiveness of teaching and research, jointly organising seminars, conferences and academic workshops on topics of mutual interests; publishing books, monographs, seminar and workshop volumes etc.; and dissemination of knowledge in general.



1.3 NIHE scientists and faculty members of the Departments of UOL shall pursue joint research projects availing themselves of research facilities developed/to be developed at both NIHE and UOL.

1.4 The Specific objectives of the MoU include the following:

- To develop scientific and academic collaboration between two organizations (i.e, GBPNiHE & UoL) for evidence based development of newly created UT of Ladakh.
- To create better opportunities for willing Ladakhi youth to pursue researches in environment & development aspects of Ladakh UT.
- To promote joint research projects between two organizations to generate adequate financial resources to (i) develop state of the art R&D infrastructure, (ii) conduct cutting edge research in priority areas of environment & development, and (iii) build human resource capacity in developmental research for Ladakh.

## **2. THE AUTHORITIES AND RESPONSIBILITIES**

2.1 On behalf of NIHE, the Director of the Institute and on behalf of University of Ladakh, the Vice-Chancellor of the University shall be the responsible authorities for overall implementation of the MOU, unless the responsibility is delegated by them to other competent person(s) of their respective institutions.

2.2 However, for technical and administrative coordination purpose and day-to-day routine matters, the respective institutions may appoint/delegate the responsibility to designated coordinators.

2.3 NIHE and UOL may initiate collaboration for promotion of R&D activities on mutually agreed topics of interests in both the organizations, e.g., establishment of geo-botanical garden(s) and studies on ground water, environment & ecology, cold desert, ecology, energy, flora/fauna, geology and other subjects.

## **3. SELECTION AND SUPERVISION OF Ph.D. SCHOLARS**

3.1 UOL will recognise and accept NIHE Scientists for supervising research projects (with co-supervisors from UOL) leading to the award of M.Phil./D.Phil./Ph.D./D.Sc. degrees as per the provisions of ordinance for such programmes of the University. NIHE as a research institute of excellence will also be duly recognised by UOL for this purpose.

3.2 Candidates shall be selected by UOL on supernumerary seats for Ph.D. in its various departments through written test and interview. If such a candidate is from NIHE, he/she will have to choose a Supervisor/Joint Supervisor from NIHE. In such a situation, the CV of the proposed Supervisor/Joint Supervisor shall be sent to the UoL for consideration and approval by the Board of Studies (BOS), School Board and Academic Council of the University. The member of Advisory Committee from NIHE

should be qualified enough to be a Supervisor/Joint Supervisor/Co supervisor as per University Norms.

- 3.3 The Director of NIHE shall ensure that the interests of the Ph.D. candidates admitted under the MOU are not affected adversely in case of transfer of the Supervisor/Joint Supervisor.
- 3.4 The NIHE shall issue NOC to the selected fellows to attend classes and to review work in the UOL library during the course work. For conducting Pre-Ph.D. course work, the NIHE may be allowed as a centre of the UOL.
- 3.5 The progress of research by scholars, selected under this MOU shall be jointly monitored by the collaborating institutions and they shall decide jointly in case of a need to de-register them from Ph.D. programme of UOL.
- 3.6 There is a scope for exchange of students and faculty for extended research/training at both the organizations, and this shall be facilitated by both the organizations aimed at excellence in academics. UOL will conduct UT-level entrance examination for carrying out research in Trans-Himalayan studies. The selected students, based on mutual research interest of both the organizations, will be registered for M.Phil./Ph.D. in UOL with co-guide from NIHE, Leh. NIHE, Leh will prefer to register research scholars as per Government rules if such fellowships are available (JRF/SRF/Project Associates, etc.).

#### **4. GENERAL**

- 4.1 NIHE will provide laboratory and other facilities depending upon availability to the Students/Researchers/Faculty of UOL and likewise, UOL will provide such facilities to the Students/Researchers/Faculty of NIHE.
- 4.2 Where required, NIHE shall provide hostel/guest house accommodation for faculty members and students of UOL coming to GBPNIHE for research/collaboration work subject of course to availability and on usual terms. Likewise, UOL shall also make available hostel accommodation for scientists/research scholars/visiting faculty of NIHE subject to availability and on usual terms.
- 4.3 NIHE and UOL scientists/faculty members will help each other in preparing common observational/research programmes under intimation to their concerned Heads of the Institute/HOD(UOL).
- 4.4 NIHE and UOL will work closely to generate appropriately-trained manpower in areas of individual/mutual competence through organization of symposia, short term training courses, etc.
- 4.5 The faculty and students of UOL shall be issued identity cards/ or application/ papers upon individual requests, through concerned Rector /HODs/ Dean UOL, to be shown to authorities of the Institute as per NIHE rules so as to provide access to



laboratories, library and other facilities of the Institute. Similarly, NIHE staff and research scholars will be provided access to UOL facilities upon production of authentic identity cards/papers issued by NIHE.

- 4.6 The host Institute (i.e., where the collaborative activity being undertaken) will have no liabilities that may arise from any accident, if any occurred during the research work being done at the shared facility, such as Laboratory/experimental site/field studies, etc.

## **5. COMMENCEMENT, RENEWAL, TERMINATION AND AMENDMENT OF THE MoU**

- 5.1 This MOU shall come into force upon affixing the signatures of the representatives of the partner institutions and shall remain effective for five (5) years with effect from the date of signing.
- 5.2 If either partner institution wishes to continue with the collaboration beyond five (5) years, fresh proposals shall be submitted for mutual consent, and either of the institutions may notify the other for doing so not less than six (6) months prior to the expiry of the MOU.
- 5.3 This MOU and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension/cessation to the MOU may be formalised by the exchange of letters between the two institutions.
- 5.4 Progress of this MOU will be monitored by the Vice-Chancellor, UOL and the Director, NIHE, or their nominees, through periodic meetings. Any change/modification/termination as introduced/suggested by the Review Committee (comprising the Vice Chancellor, UOL and the Director, NIHE, and such other members as may be mutually decided by them) shall be acceptable to both the institutions.

## **6. IPR AND PUBLICATION**

- 6.1 Publications and patents (if any) emanating from research work carried out entirely at NIHE will be the sole property of the Institute. Similarly, publications and patents (if any) emanating from research work carried out entirely at UOL will be the sole property of the University.
- 6.2 The outcome of collaborative research works shall be jointly published. Both parties shall ensure the protection of IPR as per the guidelines of NIHE and UOL.

## **7. DISPUTES AND TERMINATION OF MoU**

- 7.1 This MoU shall be governed and construed in accordance with the Laws of India. However, if any dispute or difference arises in the interpretation or application of provisions of MoU, it shall be resolved amicably through mutual consultation and negotiation without any cost to resource within thirty (30) days of such notice. In

the event of the parties not reaching to an amicable agreement, the dispute shall be referred to and finally be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the rules framed thereunder as amended from time to time.

7.2. The Arbitral Tribunal shall consist of a Sole Arbitrator appointed by the Secretary to the Government of India, Ministry of Environment, Forest and Climate Change. In all cases, the Arbitrator shall state his decision in writing and shall give reasons for award. The arbitration proceedings shall be conducted in the English Language. The courts of Ladakh UT shall have exclusive jurisdiction to adjudicate the disputes. The Place, Seat and Venue of Arbitration shall be Ladakh UT, India.

### 8. MODIFICATIONS AND AMENDMENTS

Modifications and Amendments to this MoU, if any, shall be made in writing by mutual consent of both the parties.

### 9. HEADINGS

Headings contained in this MoU are included for convenience and reference only and shall not affect in any way the interpretation thereof.

### 10. EFFECTIVE DAY OF MoU

This Memorandum of Understanding (MOU) will be effective from 13<sup>th</sup> July 2021 to 12<sup>th</sup> July 2026.

**For and on behalf of  
University of Ladakh**

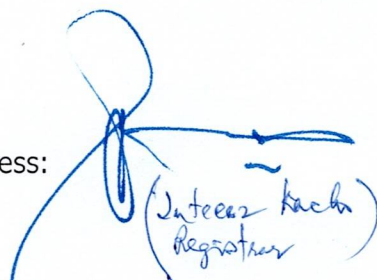
  
Signature


Name: C. Phunsog, Padam Shri  
Designation: Vice Chancellor  
Date: 13 July 2021

**For and on behalf of  
NIHE**

  
Signature

Name: Kireet Kumar  
Designation: Director  
Date: 13 July 2021

Witness:   
(Jitendra Kachh)  
Registrar

Witness:   
(Subrat Sharma)