

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**NATIONAL INNOVATION FOUNDATION (NIF), GANDHINAGAR**  
**AND**  
**UNIVERSITY OF KASHMIR (KU), HAZRATBAL, SRINAGAR**

This memorandum of understanding (hereinafter referred as "MOU") entered into and executed on 6th day of October 2021 between

**1. PARTIES**

**NATIONAL INNOVATION FOUNDATION-INDIA (NIF)**, a society registered in the year 2000 under the Societies Registrations Act, 1860 and a trust registered in the year 2000, under the Bombay Public Trusts Act, 1950 and an autonomous body under the Department of Science and Technology, having its office at Amrapur, Gandhinagar-Mahudi Road, Gandhinagar-382650, Gujarat, India (hereinafter called as the "NIF" which expression shall, unless repugnant to the subject or context thereof, include its successors and assigns of the FIRST PART. It is India's national initiative to strengthen the grassroots technological innovations and outstanding traditional knowledge. Its mission is to help India become a creative and knowledge-based society by expanding policy and institutional space for grassroots technological innovators.

**AND**

The University of Kashmir, established in 1969 by an Act of the Jammu & Kashmir State Legislature, and situated at the banks of World famous Dal Lake, Hazratbal in Srinagar, offers academic and professional programmes in all the major disciplines of



Science/Engineering/Social Science/Arts, and is also engaged in Research and Development activities, hereinafter called as the "KU" of the second part.

## **2. BACKGROUND**

NIF is a registered society with the mission to make India innovative and a global leader in sustainable technologies by building upon the genius of grassroots technological innovators and outstanding traditional knowledge holders. NIF experience has sufficiently proved that there are large numbers of people in the country who have capacity not only to identify a technological problem at local level but also to solve it. Around this indigenous knowledge system, NIF adds value to the grassroots innovation and outstanding traditional knowledge, helping in the process to generate new models of poverty alleviation, rural development, employment generation and conservation of natural resources. This is achieved by generation of higher incomes for the innovators/communities, improving efficiency of production in farm and non-farm sectors without impairing the ecological balance and environment quality.

The University of Kashmir (KU) is committed to provide an intellectually stimulating environment for productive learning to enhance the educational, economic, scientific, business and cultural environment of the region. The University offers programmes in all the major faculties; Arts, Business & Management Studies, Education, Law, Applied Sciences & Technology, Biological Sciences, Physical & Material Sciences, Social Sciences, Medicine, Dentistry, Engineering, Oriental Learning and Music & Fine Arts. It has been constantly introducing innovative/ new programmes to cater to the needs and demands of the students and the society.

Whereas, with an objective of providing institutional support in scouting, spawning, sustaining and scaling up grassroots green innovations as well as outstanding traditional knowledge and helping their transition to self-supporting activities, NIF is setting up NIF Cell in various parts of countries in association with like-minded institutions and network people. NIF is working with University of Kashmir since 2008-09 and carried out result oriented activities in the area of scouting, validating, value adding and promoting grassroots innovation in Jammu and Kashmir region.

In consideration of aforesaid premises, in order to expand the activities manifold and also to provide a platform through formal understanding in the Union Territories of J&K and Ladakh, both the parties agree to sign this MoU to facilitate the functioning of a NIF Cell (J&K) at the University of Kashmir, Hazratbal. The areas of understanding and the terms and conditions are as follow.



### 3. OBJECTIVE:

- 3.1 To extend technical and financial assistance to innovative farmers, mechanics, school students and others at the grassroots level for their ideas about new and untried or closely held technology, innovative products based on traditional knowledge or contemporary innovations, processes and services.
- 3.2 To provide technical, financial and infrastructure support during the research, development and prototyping and patenting stage of the innovations.
- 3.3 To workout programmes and modalities for engaging students of the University and elsewhere in scouting and documentation, and value addition activities on both short and long term basis.
- 3.4 To provide guidance and support regarding procurements, costing, accounting and legal, financial and other related expert advice to the grassroots innovators.
- 3.5 To link innovators with technological, scientific and managerial experts through jointly defined research programmes, exhibitions, training and lateral learning workshops etc. for augmenting innovations.
- 3.6 To assist in the protection of IPRs of innovators and traditional knowledge holder, jointly with collaborative researchers and others, or alone in the name of innovator with the help of NIF
- 3.6 To mobilise financial, technological or other resources for augmenting innovation at grassroots from various agencies within and outside the country in public and private sector.
- 3.7 To collaborate, associate with and/or to secure participation from other institutions, investors, entrepreneurs and social movements and their members, organisations, bodies or individuals for pursuing activities of





NIF Cell (J & K) thus developing a Knowledge Network for augmenting grassroots innovations, in consultation with NIF.

- 3.8 To collaborate and further efforts in the areas of intersection of STI (Science, Technology and Innovation), public policy and, creative communities and individual innovators from informal sectors and traditional knowledge holders.

#### **4. AREAS OF CO-OPERATION AND ACTIVITIES**

- 4.1 Scouting of grassroots innovations (as per the mandate and criteria of NIF) and outstanding traditional knowledge practices and provide handholding support to grassroots innovators in converting their innovations into viable products and feasible enterprises.
- 4.2 Building linkages between excellence in formal scientific systems and informal knowledge systems and create a knowledge network to link various stakeholders through application of information technology and other means.
- 4.3 Facilitating the interaction of grassroots innovators with the students, faculty, researchers or trainees at KU to give them a view of creativity and innovation from grassroots perspective and involve them in the activities of scouting and promoting green grassroots innovations and traditional knowledge practices.
- 4.4 NIF Cell (J&K) will encourage students and faculty members of the University of Kashmir and those of other local institutions to take practical interest in the activities of NIF Cell (J&K) by exposing them to the innovations taking place at the grassroots level in the informal sector. Interested students will take up and contribute effectively to select grassroots innovations as per their classroom projects or in term breaks through voluntary projects or through post-graduate thesis.
- 4.5 It is desirable that innovators are kept informed about the progress of their work periodically.



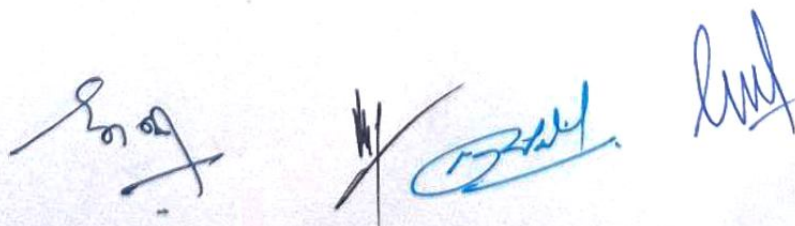
- 4.6 Implementation of various programmes/schemes of NIF and any other activities assigned by NIF time to time and guided by Steering Committee as defined in clause 5.2"

**5. GOVERNANCE STRUCTURE OF NIF CELL ( J & K ) :**

- 5.1 The NIF Cell (J&K) will be located at Institute of Technology, Zakura Campus, University of Kashmir, Srinagar.
- 5.2 The activities of NIF Cell (J&K) shall be guided by a Steering Committee headed by Prof. Gowher Bashir Vakil ,In-charge NIF cell J&k and consisting of not less than five members. The Steering committee shall have the right to co-opt additional members and will consist of:

Sr.	Name	Designation
1	Prof. Gowher Bashir Vakil, Director, Institute of Technology, Kashmir University (NIF – Kashmir University)	Convener - Steering Committee
2	Dr. Aijaz Ahmed Deptt. of Chemistry, KU	Member
3	Dr. Shazia Manzoor Deptt. Of MSW ,KU	Member
4	Prof. Tasleema Jan, HOD Department of Education, KU	Member
5	Shri Mahesh Patel, National Innovation Coordinator, NIF	Member
6	Innovator's representative	Member

- 5.3 Any individual(s) or expert(s), who can contribute to the growth of the grassroots innovation movement in the state, may be invited as special invitee(s), if required.



- 5.4 The Steering Committee will guide and supervise the overall activities of NIF Cell (J&K)), appoint the convener and provide the policy framework support. It will also constitute a panel of experts from different relevant areas wherever required. The Steering Committee shall have and exercise, mainly through delegation to the In-Charge, NIF Cell (J&K) and Steering Committee Convener and/ or any other office bearer, all the powers necessary to carry out the management of NIF Cell (J&K).
- 5.5 The Steering Committee shall meet at least once in six months to review the progress of various activities undertaken by NIF Cell (J & K). NIF members or their nominees may participate either in person or through tele/ video conference. The committee shall transact such business as they deem fit and also such business that the person in charge of activities of NIF Cell (J&K) may place before the committee. The chairperson, or in his absence, NIF Nominee, or in the event of absence of two of them, the member as decided to chair the meeting(s) shall convene all meetings of the committee at such time and place as he/she may deem fit.
- 5.6 Each activity pursued through NIF Cell (J&K) shall be as per the mandate, and rules of NIF. Activities pertaining to an innovation and traditional knowledge practices will be governed by PIC (Prior Informed Consent) of the innovator or the traditional knowledge holder (of which all the legal responsibility will rest on NIF. KU will have no liability on this account, if it does not violate the terms and conditions mentioned in the PIC.)

#### **6. RESPONSIBILITIES OF NIF:**

- 6.1 NIF has provided and will continue to fulfil the necessary requirements of staffing at J&K Cell and financial requirements related to fieldwork, approved projects, etc. NIF will continue to own all the assets provided to its deputed staff at the NIF Cell J&K, similar to what is practiced in all other offices too.
- 6.2 NIF will provide project-based support to the NIF Cell (J&K). The cell will submit the project proposals to NIF, which will be processed as per the rules of NIF and sanction, if any, will be intimated.

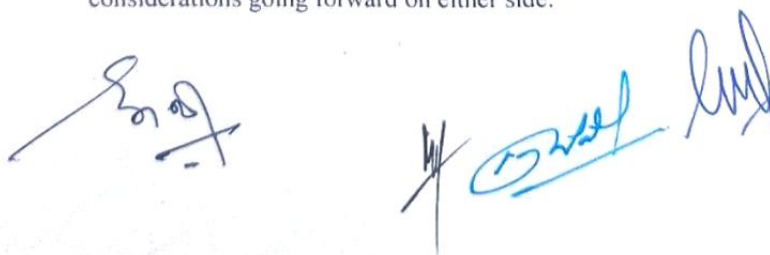
 Page 6 of 11



- 6.3 Wherever financial transactions are involved, NIF Cell (J&K) will follow same rules and regulations being practiced (travel, procurement, etc.) at NIF including General Financial Rules (GFR) 2017.
- 6.4 To meet the basic office expense, office staff can draw advance in his/her name for general office expenses and settle it on a monthly basis
- 6.5 Any major purchase, if required, shall be done from the NIF headquarters only. For the purchases for items of regular office use, the staff at NIF Cell (J&K) shall follow the processes as followed in NIF with prior permission.

## 7. RESPONSIBILITIES OF KU:

- 7.1 To facilitate the objectives of the NIF Cell (J&K), KU will provide a permanent office at IOT, Zakura Campus with access to common facilities, necessary infrastructure support, access to internet facilities, workshops with necessary fixtures and equipment, and other resources at no cost to NIF Cell (J&K) to carry out the activities of Cell.
- 7.2 It will be the responsibility of the NIF Cell J&K staff to take care of all assets and optimally utilize the support extended by the IoT as well as NIF. IoT may also extend its equipment facility to innovators / technical staff at J&K cell to serve genuine purposes like prototyping or refining innovations. This may be considered purely on merit and on a case to case basis. An effort shall be made to support innovations from J & K and useful for J&K.
- 7.3 KU will contribute towards the resources, management, and administration of the NIF Cell. IoT/KU's field research, laboratories, workshop facilities, its technical expertise as well as its resource centre etc., will be made available for innovators referred by NIF or others working on the project from time to time after proper authorization of In-charge, NIF Cell (J&K)
- 7.4 A synergy between NIF and Centre for Innovation, Incubation and Enterprise (CIIE) at the Institute of Technology at Zakura Campus of Kashmir University CIIE seems very natural, is very evident and possibilities may be explored further to undertake activities of mutual interest. However, so as to avoid a possible duplication of efforts, and build a robust relationship, we shall envisage a judicious use of resources at all times, and below may be important considerations going forward on either side.



7.4.1 Mandate of NIF is to support grassroots innovators and it can collaborate with CIIE-KU to undertake joint activities like organizing workshops and capacity building programs, innovation-centric skill development programs involving grassroots innovations.

7.4.2 Individual proposals for such programs may be developed clearly mentioning the obligation of each party, particularly those involving financial commitments (if any), further to be discussed and finalised on merit of the case. Innovators may be invited to other programs of CIIE as resource persons.

7.4.3 For post product development incubation related activities like trials / test marketing, market research and further business development activities, NIF and CIIE-KU may consider a joint incubation model. In a project mode, on a case to case basis, a formal understanding based on the proposal (having details of activities with a business plan and benefit-sharing arrangement of all the stakeholders) shall be worked out on a case to case basis for taking the innovation forward).

7.4.4 CIIE-KU may communicate to NIF about its decision to support / incubate any innovator scouted by NIF retrospectively (for cases already done) and also those who may wish to obtain support from CIIE or CIIE may desire to support it in future. This will keep engagements transparent and act as a confidence building measure between both the institutes and thereby strengthening the partnerships.

7.4.5 NIF and CIIE-KU shall duly acknowledge the support of each other in all cases of joint incubation or activities undertaken together.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 In general, the protection of IPRs of the innovators will be facilitated by NIF and will be protected in the name of the innovator or traditional knowledge providers.

8.2 However, in cases of substantial value addition and improvement to the innovations made by KU students and faculty, while converting it into a



commercially viable product, the IPR may be shared jointly with the concerned KU students and faculty, after written consent of NIF, provided that the costs for adding value are shared.

## **9. PUBLICATIONS**

The parties will consult each other for any publication in respect of the innovations and the work thereon. No results out of the activities of NIF Cell (J & K) will be published without written consent of NIF in view of the IPR issues involved in the matter. In all publications (papers, reports etc.), it will be duly acknowledged that the work has been carried out by Innovator (as a first author) and student, faculties of KU and partnership with the NIF. Due recognition, credit and mention will be given to the innovator as first author. In the findings of any research pursued as a technology will be shared periodically with the innovators, say in every three months, in local language and in an easily understandable manner directly or through the existing network publication.

## **10. AMENDMENTS**

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

## **11. SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall first be settled amicably through mutual consultation and/or negotiations between the Parties.

## **12. NOTICES**

Every notice, request or any other communication required or permitted to be given pursuant to this MOU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address.



### 13. ENTRY INTO FORCE, DURATION AND TERMINATION

- 13.1 This MOU shall come into force on the date of its signature.
- 13.2 This MOU shall remain in effect for Five years from the date of its signing or until terminated by either party with six months' written notice. This agreement may be extended for a further period as may be agreed in writing by both Parties.
- 13.3 This MOU shall be governed and construed in accordance with the laws of India and disputes if any shall be subject to the jurisdiction of the Courts of Ahmedabad, India.
- 13.4 This MOU shall be governed in accordance with the substantive laws of India.

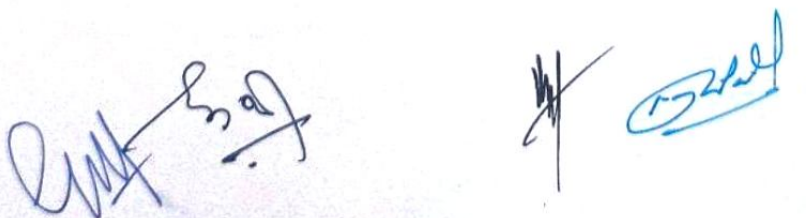
### 14. SEVERABILITY

- 14.1 The parties agree that if any part, term, or provision of this MOU shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.
- 14.2 In the event the legality of any provision of this MOU is brought into question because of a decision by a court of competent jurisdiction first part, by written notice to second part and vice versa, may revise the provision in question or delete it entirely so as to comply with the decision of said court.

### 15. CONFIDENTIALITY

Both the parties will maintain the confidentiality of all the information shared with each other and results and outcome of the joint projects. Researchers and Faculties will be bound with Non-Disclosure Agreement (NDA).

### 16. GOVERNING LAW AND JURISDICTION

The block contains three handwritten signatures in blue ink. The first signature on the left is a stylized cursive script. The second signature in the middle is a more vertical, angular script. The third signature on the right is a cursive script with a prominent loop at the end.

Subject to the provision, the courts having jurisdiction under the provisions of the arbitrations and conciliation act, 1996 to determine all matters which the court is entitled to determine under the act, including without limitation, provision of interim relief under the provisions of section 9 of the arbitration and conciliation act, 1996 shall exclusively be the courts at Ahmedabad, India. The laws of India shall govern this agreement.

## 17. ARBITRATION

If any dispute arises between the parties in connection with the interpretation or implementation of this agreement, or any clause of this agreement, the parties shall endeavour to settle such dispute amicably. In case of failure by the parties to resolve the dispute in the manner set out above within 60 (Sixty) days from the date when the dispute arose, the dispute shall be referred to arbitration of a sole arbitrator. The place of arbitration shall be at Ahmadabad. The arbitration proceeding shall be governed by the Arbitration And Conciliation Act, 1996 as may be amended and modified from time to time.

**In witness whereof**, the undersigned, being duly authorised by their respective organisations, sign this agreement on the date as above-written.

### **Parties**

(For and on behalf of NIF)

Signature

Name: Dr. Vipin Kumar

Designation: Director  
National Innovation Foundation- India

Witnesses:

Signature

Name: Mahesh Patel

Designation: Scientist - G, NIF

(For and on behalf of KU)

Signature

Dr. Nisar Ahmad Mir

Designation: Registrar  
University of Kashmir, Srinagar

Witnesses:

Signature

Name: Prof Gowher Bashir Vakil

Designation: Director, IOT, Zakura, KU

Page 11 of 11