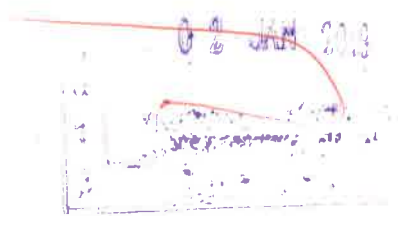




उत्तर प्रदेश UTTAR PRADESH

ET 176814



MEMORANDUM OF UNDERSTANDING

1. This MoU made on this.....^{9th}.....day of ^{May}..... Two Thousand Nineteen between Council of Scientific and Industrial Research, a Society registered under the Societies Registration Act XXI of 1860 having its registered office at Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110 001 (hereinafter called CSIR which expression shall where the context so admits, include its successors and permitted assigns) through its CSIR-Central Drug Research Institute having its office at Sector 10, Jankipuram Extension, Sitapur Road, Lucknow-226031, India, (hereinafter called CSIR-CDRI) of the one part.

Harcourt Butler Technical University, Nawabganj, Kanpur (U.P.) – 208 002, India (hereinafter called HBTU which expression shall where the context so admits, include its successors and permitted assigns) of the second part.

Each CSIR-CDRI and HBTU here under are also referred to separately as the ("Party"), or together as the ("Parties")

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2. Preamble

- 2.1 WHEREAS CSIR-CDRI is a Pioneer Drug Research Institute having all the infrastructure facilities for and development of new drug from conceptual to commercialization stage.
- 2.2 WHEREAS HBTU is a leading Residential University to become a Centre of Excellence with focus on Research and Development and Incubation in the field of Engineering, Technology, Basic & Applied Sciences, Humanities, Social Science & Management Architecture and other professional courses. HBTU aims to promote studies, research & innovation in engineering areas of higher education, to enhance skill development through continuing education programme and knowledge and to achieve excellence in higher Technical education.

3. Objective of the Program

The objectives of the Program are to promote institutional linkage between CSIR-CDRI and HBTU and to explore other avenues for possible collaboration where expertise exists and can be mentored by either or both of them and also to provide higher education opportunities for faculty, support staff and students of CSIR-CDRI and HBTU at either place.

4. Scope of the Program

The Program is established to provide collaborative cooperation through:

- i) **Collaborative Research Programs in specific fields of interest** - CSIR-CDRI and HBTU will jointly identify specific fields to conduct collaborative research programs of mutual interest and benefit to both parties.
- ii) **Submission of Joint projects**- Project proposals may be jointly submitted to DBT, CSIR, DST, ICMR, or any other funding agencies for extramural funding for carrying out further studies of selected project/molecules.
- iii) **Faculty/Student Exchange Programs**- Exchange programs for faculty/Student shall be explored and conducted accordingly which shall be mutually beneficial for both the parties. The research students/ Scientists of CSIR-CDRI shall also be eligible to register themselves for the award of M.Tech./ Ph.D at HBTU and eligible Scientists of CSIR-CDRI shall be recognized as the Guide/Co-Guide in areas of mutual interest subject to the fulfilment of norms as permissible in HBTU M.Tech./ PhD ordinance, as applicable, and also as per the norms of CSIR-CDRI.
- iv) **Joint Programs**: Organizing joint scientific conferences, workshops symposia, meetings in the areas of mutual interest. Societal Health awareness programs, etc.

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vi) **Sharing of Instrumentation Facility:** Sharing of Instrumentation facility as per institute norms.

vii) Any other areas/programs of mutual interest.

5. General Provisions

- (i) The MoU shall remain valid for a period of three (3) years from the last date of signing of the MoU.
- (ii) The collaborators shall initiate the work after obtaining necessary approval of the research project from Institutional management Committee of CSIR-CDRI and HBTU, respectively.
- (iii) The collaborators shall initiate the work after obtaining necessary approval of the research project from Institutional Animal/Human Ethics Committee of CSIR-CDRI and appropriate committee of HBTU, respectively.
- (iv) The progress of implementation of the program shall be reviewed by HBTU and CSIR-CDRI, as mutually decided and the benefits of the collaboration shall be shared mutually.
- (v) Both parties shall take necessary financial approvals from the competent authority for fulfilling the objectives of the program under clause 4 on case to case basis.
- (vi) Both parties and their faculty/student can visit the collaborating institutes as per requirements of the project and shall have adequate insurance coverage without any financial liability on each other.
- (vii) During the tenure of the MoU and thereafter parties undertake on its behalf and on behalf of its affiliates, employees, associates, consultants, professional advisors (collectively referred to as "Permitted Users") to whom information under the scope of the MoU is disclosed shall maintain its confidentiality and shall also prevent any disclosure of the information to any third party. PARTY shall allow access to the information to only Permitted Users who are evaluating the data and information and they shall maintain the confidentiality of the same as their own data.
- (viii) The parties shall consult each other for any publication in respect of research work. These publications (papers, reports etc.) shall be in the names of actual research workers, wherein it will be duly acknowledged that the work has been carried out under the collaborative research program of CSIR-CDRI and HBTU. As a part of collaboration, the outcomes of the research under this Agreement shall develop joint publication.
- (ix) Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require


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prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.

- (x) Applications for joint Patents will be filed in the name of institutions namely CSIR-CDRI, Lucknow and HBTU, Kanpur.
- (xi) Both parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations.
- (xii) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party the Party concerned alone will apply for grant of IPR and once granted the IPR will be solely owned by the concerned Party.
- (xiii) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly owned by the parties on mutually acceptable terms and conditions.
- (xiv) In case of research results obtained through joint activities under this MoU both parties will apply as co-applicants for the protection of intellectual property rights.
- (xv) Any expenditure towards filing, maintaining and securing of IPR, development of the product and revenue towards license fee and royalty shall be shared on case to case basis in mutual consultation between CSIR-CDRI and HBTU under a separate agreement.
- (xvi) Any product generated under the program shall be licensed to any industry by CSIR-CDRI and/or HBTU under a separate agreement after mutual consultation between, CSIR-CDRI and HBTU.
- (xvii) The annual maintenance of the facility including all the instruments shall be the responsibility of each party without any financial liability on each other.
- (xviii) Nothing contained herein shall constitute this a partnership or joint venture agreement or constitute either party as the partner, principal or agent of the other, this being a MoU between independent contracting entities.
- (xix) No amendment or modification of this MoU shall be valid unless the same is made in writing by all the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications shall be effective from the date on which they are made, unless otherwise agreed upon to.
- (xx) Both parties shall do their utmost to ensure the smooth and efficient implementation of the program.
- (xxi) This MoU can be terminated by either party by providing thirty (30) days notice of termination however; no termination should adversely interrupt or impair a program or course of study or its participants, commenced prior to such termination.

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(xxii) The parties will use their best efforts to settle all matters in dispute amicably. All disputes and differences of any kind related to this MoU shall be jointly settled between CSIR-CDRI and HBTU.

For & on behalf of CSIR-CDRI

For & on behalf of HBTU

Signature Naseem Ahmed Siddiqui
नसीम अहमद सिद्दीकी/Naseem Ahmed Siddiqui
वरिष्ठ वैज्ञानिक/Senior Scientist
Name प्रमुख, व्यापार विकास/Head, Business Development
सीएसआईआर-केंद्रीय औषधि अनुसंधान संस्थान
CSIR-Central Drug Research Institute
Designation सेक्टर-10, जानकीपुरम विस्तार, सीतापुर रोड
Sector-10, Jankipuram Extn., Sitapur Road
लखनऊ-226031 उ०प्र०, भारत/Lucknow-226031, UP, India
Seal

Signature mb
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हरकोट बटलर प्राविधिक विश्वविद्यालय
कानपुर-2
Name
Designation
Seal

Witnesses

- 1- Kunal
(KUNAL)
COMPUTER DIVISION, CDRI.
- 2- Neelima
(Neelima Srivastava)
BDIP Unit, CDRI

Witnesses

- 1- S.K. Mishra
(S.K. Mishra)
- 2- S.A.
(Dr. S.K. Sharma)
(Dr. Reshmi)