

Memorandum of Understand

Between



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

Vishvigyan Bhawan, 31, Mahatma Gandhi Marg, Lucknow-226001

And



श्री रामस्वरूप मेमोरियल यूनिवर्सिटी, लखनऊ
Shri Ramswaroop Memorial University, Lucknow

Lucknow Deva Road, Barabanki, Uttar Pradesh 225003

On

July 25, 2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into on the 25th day of July, 2018
between

CSIR-Indian Institute of Toxicology Research, a constituent laboratory of Council of Scientific and Industrial Research, New Delhi, situated at Vishvigyan Bhawan, 31, Mahatma Gandhi Marg, Lucknow, India; hereinafter called "CSIR-IITR"

AND

Shri Ramswaroop Memorial University having its premises located at Village Hadauri, Post Tindola, Lucknow - Deva Road, Barabanki, Uttar Pradesh 225003, India; hereinafter referred to as "INSTITUTE"

(A) PREAMBLE

CSIR-IITR, a leader in toxicology research, endeavours to mitigate problems of human health and environment. The institute aims to accomplish its goals through the following objectives:

- Safety evaluation of chemicals used in industry, agriculture and everyday life.
- To study the mode of action of toxic chemicals/ pollutants.
- Remedial/preventive measures to safeguard health and environment from pollutants.
- To study the occupational health hazards due to exposure to chemicals in industries, mines, agricultural fields and environment.
- To devise simple/rapid diagnostic tests for disorders caused by industrial and environmental chemicals.
- To collect, store and disseminate information on toxic chemicals.
- To develop human resource for dealing with industrial and environmental problems.
- To provide a platform to the public and entrepreneurs to address queries and concerns regarding safety/toxicity of chemicals, additives and products.

And INSTITUTE having the following objectives:

- Education
- Research
- Training

Both the Institutes are desirous of long term collaboration in the areas of mutual interest and wish to enter into a Memorandum of Understanding for this purpose.

(B) Objectives

The objectives of this Memorandum of Understanding between CSIR-IITR, Lucknow and INSTITUTE, is to foster collaborative research programmes to provide advancement in scientific and technological knowledge for benefit of society at large.

(C) Responsibilities

1. Joint Collaboration:

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(To a) Whereas: Faculty members/Scientists of CSIR-IITR and INSTITUTE desire to undertake collaborative research in the disciplines of science, technology and related areas.)

b) Whereas: Faculty members/Scientists of CSIR-IITR and INSTITUTE agree for joint organization of conference/ workshop/ seminar/ symposia/ summer school/ training/ lectures etc. to improve the exchange of knowledge and experience.

c) Whereas: Faculty members/Scientists of CSIR-IITR and INSTITUTE agree to work for the exchange of faculty depending on the requirement and experience for the benefit of the students and the research scholars.

d) Whereas: ^{Training support} students of INSTITUTE will be invited to CSIR-IITR during various events celebrated at CSIR-IITR including the Annual events.

e) Whereas: Faculty members/Scientists of CSIR-IITR and INSTITUTE agree to jointly submit research projects to national and international funding agencies for extramural funding.

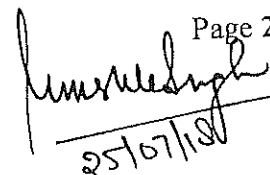
f) Whereas: Faculty members/Scientists of CSIR-IITR and INSTITUTE agree to obtain approval from the institutional ethics committee as required by their respective institutions before commencement of the actual work using laboratory animals on research projects.

g) Whereas: Periodical meeting of faculty members/scientists of CSIR-IITR and INSTITUTE will be held either at the premises of CSIR-IITR or INSTITUTE for regular reviews.

h) INSTITUTE hereby assigns all rights, title and interest in any INTELLECTUAL PROPERTY created under above program to CSIR-IITR. CSIR-IITR Affiliates means any individual or entity that controls, is controlled by, or is under common control (i) a controlling entity that is a state or a political subdivision or governmental authority of a sovereign state (a "Sovereign Entity"), or (ii) any entity that would be an Affiliate only due to being under common control of a Sovereign Entity. CONFIDENTIAL INFORMATION received from a PARTY's Affiliates shall be treated the same as CONFIDENTIAL INFORMATION received from that PARTY for all purposes.

"Intellectual Property" means all forms of legal rights and protection relating to the above programme and otherwise based on CONFIDENTIAL INFORMATION, in any country of the world, including and not limited to (i) inventions and improvements thereof (whether or not patentable), trade secrets, technical data, databases, customer lists, designs, tools, methods, processes, technology, ideas, know-how, source code, product road maps and other proprietary information and materials ("Proprietary Information") all letters patent, patent applications, provisional patent applications, design patents, PCT filings, invention disclosures and other rights to inventions or designs ("Patents"), all registered and unregistered copyrights in both published and unpublished works ("Copyrights"), and all applications, registrations, issuances, divisional, continuations, renewals, reissuances and extensions of the foregoing.


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INSTITUTE Mentor hereby assigns and will assign to CSIR-IITR all rights, title and interest in Proprietary Information, Patents, and Copyrights.

INSTITUTE Scientist/faculty agrees to disclose promptly and fully to CSIR-IITR and its attorneys Proprietary Information created by INSTITUTE Mentor from its use of CSIR-IITR CONFIDENTIAL INFORMATION. Unless otherwise indicated, each PARTY agrees to compensate any of its own inventors listed on any patent filed by CSIR-IITR to the extent a PARTY 's laws and practices requires the PARTY to compensate the inventor.

2. INSTITUTE will facilitate the following:

- a) INSTITUTE shall recognize CSIR-IITR, Lucknow and specific discipline/ divisions/ department as centers for conducting research work.
- b) The research students at CSIR-IITR may get themselves registered for Ph.D. with the INSTITUTE and their supervisor from CSIR-IITR will be the sole GUIDE for all purposes to fulfil the requirements for the grant of Ph.D. degree from the INSTITUTE.
- c) INSTITUTE shall provide facilities (laboratories, library etc) for conducting research work under the joint research projects, without any cost involvement or implications.

3. CSIR-IITR, Lucknow will facilitate the following:

- a) CSIR-IITR shall make available the existing facilities like laboratories, library for research/ project work on the sponsorship basis.
- b) CSIR-IITR shall provide facilities for research projects on mutual areas of interest.

(D) Modalities of co-operation

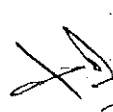
A co-ordination committee comprising Director, CSIR-IITR, Lucknow and Vice-Chancellor of the INSTITUTE or their nominee and a programme co-ordinator of both parties who could be a faculty or scientist, will be responsible for setting up and implementing the envisaged research activities. The manner of collaboration will be on a work sharing research basis, in which each party carries out a specific complementary components of larger project and in turn obtain access to the total research output project. The committee shall meet at least once every year and review the progress on all activities carried out under this Memorandum of Understanding (MoU).

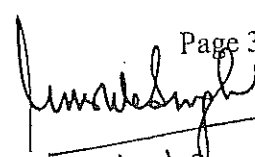
(E) Funding and Financial Liabilities

The activities carried out under MoU will be financially supported by the respective institutions separately and as approved by the funding agencies permitting joint research. No party will be financially liable for any claim or interest towards the other party for any activity undertaken under this MoU. If required, a joint proposal may be sent to the funding agencies in India or abroad.

(F) Amendment and Financial Liabilities

The MoU can be amended only by written consent duly signed by signatories or their nominees. The MoU between the said CSIR-IITR, Lucknow and INSTITUTE will come into


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force after getting approval of the authorities or their nominees. The parties acknowledge and agree to fulfil requirement and to undertake all activities identified under this MoU. This MoU becomes effective from the date when signed by both the parties and will be valid for five years which may be extended for a period suited by both the parties and will be valid for both the parties. The confidentiality maintaining period will be of three years from the date of expiry of MoU.

(G) Arbitration Clause:

This MoU is a statement of intent of the parties to cooperate and it is not legally binding upon the parties under any circumstances whatsoever. This MoU will not create legally enforceable write, claim, interest, duty and obligation in favour of either party as against the other party.

(H) Confidentiality

The parties will enter into case-specific non-disclosure agreement to honour confidentiality of any sensitive/ proprietary information which may be shared.

(I) Termination of Agreement

Any party may terminate the agreement under this MoU by providing six month written notice.

(J) This AGREEMENT is hereby accepted and agreed to by each PARTY's authorized representative as indicated below:

On behalf of CSIR-IITR, Lucknow

Signatures:

Name:

Designation:

Contact No:

Email:

Seal

[Handwritten Signature]
25/7/2018
Dr. KC Khulbe
Head - RPBD
9453309900
kckhulbe@iitr.res.in

डॉ० के० सी० खुल्बे / Dr. KC Khulbe
प्रमुख, अनुसंधान योजना एवं व्यापार विकास विभाग
Head, Research Planning & Business Development Division
सी.एस.आर.आर. - राष्ट्रीय विषविज्ञान अनुसंधान संस्थान
CSIR-Indian Institute of Toxicology Research
विषविज्ञान भवन 31, महात्मा गांधी मार्ग, लखनऊ-226001 भारत
310 Bhawan 31, Mahatma Gandhi Marg, Lucknow-226001, India

On behalf of the INSTITUTE

Signature:

Name:

Designation:

Contact No:

Email:

Seal

[Handwritten Signature]
25/07/18
Prof. UK Singh
Registrar
Registrar 9161535333
Shri Ramswaroop Memorial University
VII- Hadauri, Post-Tindola, Lucknow-Deva Road
Barabanki (U.P.)- 225003

register@Srmu.ac.in

Witnesses:

[Handwritten Signature]
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Dr. B.M. Dixit
Director INSH.

[Handwritten Signature]
Dr. Saiju Kumar Maheshwari

