

MEMORANDUM OF UNDERSTANDING (MoU)

between

CSIR-Institute of Genomics and Integrative Biology, Delhi

and

University of Allahabad Prayagraj, Uttar Pradesh

THIS MEMORANDUM OF UNDERSTANDING (MoU) is executed at on
this 22 day of August, 2024

Between

CSIR-Institute of Genomics and Integrative Biology, Delhi, a constituent laboratory of Council of Scientific and Industrial Research (CSIR, Societies Registration Act XXI of 1860, No. X of 1941-1942) hereinafter referred to as '**CSIRIGIB**' (which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns) all referred to as the **One Part**;

And

University of Allahabad, a central university, will be hereinafter referred to as **UoA** with its office at Senate House, University Road, Old Katra, Prayagraj, Uttar Pradesh 211002 (Established on 1887 and reestablished by The University of Allahabad Act 2005, 26 of 2005) **Other Part**, hereinafter collectively referred to as "the Parties" and individually as "the Party", WITNESSETH AS FOLLOWS:

WHEREAS, CSIR-Institute of Genomics & Integrative Biology (IGIB) is a premier Institute of Council of Scientific and Industrial Research (CSIR), engaged in research of national importance in the areas of genomics, molecular medicine, bioinformatics and proteomics.

AND WHEREAS, UoA a teaching, research and residential University in the state of Uttar Pradesh, re-established through the University of Allahabad Act 2005 by the Parliament of India is currently offering academic programmes through 33 departments and specialized centers under the Schools of Engineering, Humanities & Social Sciences, Management, and Sciences.

NOW, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1.0. AREAS OF COLLABORATION

This collaboration will serve as a platform for cross-learning and sharing knowledge, among students and faculty/scientists. Both the parties herein have, after considering their objectives and strengths, agreed to work together and collaborate in the following areas of common interest:

- 1. Exchange of teachers and mentors** – Both parties agree to contribute to teaching partly or fully in areas of their respective expertise as required by the other party. Both parties agree to provide mentorship in research, PhD applications or career discussions to students of the other party as per their expertise. Both parties will work out terms and conditions for each visit or assignment including teaching or mentoring, travel, stay and name of the concerned faculty member on case-to-case basis.
- 2. Collaborative Research activities and publications** – Both parties agree to collaborate and co-operate with each other in order to enhance the quality of teaching, training and research activities through joint collaboration as well as in publications..
- 3. Participation in seminars, workshops and training programs** - Both parties agree to provide opportunities for both faculty members/staff and students/researches to use the expertise and facilities available in both institutions through training of students/staff and through exchange of thoughts by brainstorming sessions, seminars, workshops, conferences etc. The terms and conditions for such participation will be worked out by a mutual consent between both parties.
- 4. Mentoring program** – CSIR-IGIB agrees to provide mentorship for Masters and Bachelors students in areas such as choosing a research problem, interpreting scientific papers, writing scientific papers and other areas to improve the exposure of students of UoA. The program can be conducted in online/offline mode as may be mutually agreed.

5. **Internship** – CSIR-IGIB agrees to provide internship opportunities for the top five students from UoA every year during summer or as part of Masters research projects as appropriate.

CSIR-IGIB and UoA, further agree that the detailed terms and conditions that guide each activity identified above will be separately determined, wherever required. These terms shall include a technical description of the proposed activity, financial arrangements, and person(s) to be the Coordinator for its implementation, etc.

2.0 TERM

Subject to the terms of this MoU, the duration of this MoU shall be initially for a period of Three Years commencing from the date of signature by both parties. The term of this MoU may be extended for a definite period by mutual agreement between the Parties, depending upon the requirement.

3.0 CONFIDENTIALITY

- 3.1 Each Party agrees that it shall protect the confidentiality of and shall prevent any unauthorized disclosure and/or unauthorized use of the Confidential Information. The confidentiality obligations shall survive even after the termination or expiration of this MoU.
- 3.2 Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions, (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, potential customer or partner information, customer data.
- 3.3 Without limiting to the foregoing, each party shall take at least those measures to protect Confidential Information received or developed under this MoU that it takes to protect its own most highly confidential information.
- 3.4 Neither Party is authorized to use the name(s) and/or logo(s) of the other Party for publicity and marketing without the written consent of such Party.
- 3.5 The outcome of the collaboration to be suitably acknowledged by either parties.

4.0 INTELLECTUAL PROPERTY RIGHTS (IPR)

- a) Important research findings arising out of the activities covered under this **MoU** may be published in/présented at national and international Journals/Conferences jointly with the mutual consent of the collaborators.
- b) Knowledge developed, which can result in commercial exploitation would be IPR protected and filed jointly by both the institutes. The expenses involved in protecting the IPR shall be shared equally. However, if one of the institute decides not to share the expenses for protecting IPR, then it should assign its rights to the other institute to enable the other institute to file for IPR protection
- c) Neither party shall reveal intellectual property belonging to the other to any third party without the prior written concurrence of the other party.
- d) Any returns arising of commercialization of the Intellectual Property generated out of the programmes undertaken under this MoU, will be shared in proportion to be decided mutually by both the parties, on case-to-case basis and through exchange of letters
- e) Any commercialization of jointly owned IPRs under this MoU will be dealt with by separate agreement(s) between the parties.
- f) Both parties shall abide by the Government Rules as applicable time-to-time.

5.0 NON-EXCLUSIVITY OF THE MOU

Notwithstanding anything contained in the provisions excepting Article - 4 of the **MoU**, either party or both parties together have the unrestricted right to seek additional funds for and/or to cooperate with any agency/institute for any of the projects covered by the **MoU**.

6.0 PUBLICATIONS

6.1 Publications, if any, in respect of the activities covered under this MoU shall be in the names of involved personnel from both parties. In all publications (papers, reports etc.), it will be duly acknowledged that the work has been carried out by CSIR-IGIB and UoA under this MoU between the parties.

6.2 All ethical guidelines of research publication existent at both the Institutions will be followed strictly.

7.0 LEGAL AND FINANCIAL COMMITMENT

This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of culture of entrepreneurship among students, shall not create any legal and / or financial commitment whatsoever on either of the parties

hereto, except as may be provided in activity-specific agreement(s) that may be entered into subsequently.

8.0 FORCE MAJEURE

Neither parties shall be liable for failure to perform their respective obligations, if such failure is as a result of Acts of God (including but not limited to fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, terrorist activities, embargo and no party will be entitled to terminate this MoU under Termination Clause in such circumstances. If the force majeure conditions continued beyond three (3) months, the Parties shall jointly decide about the future course of action.

9.0 INDEMNITY CLAUSE

Each Party (in such capacity, referred to as "Indemnitor") shall indemnify and hold the other Party and its respective shareholders, directors, officers, employees, representatives, agents, servants, successors.

The liability, if any, for CSIR-IGIB arising out of or in connection with subject matter of this MoU research/ IP and/or knowledgebase licensing shall be subject to a ceiling of the amount received by CSIR from the client under this MoU."

10.0 MODIFICATION AND TERMINATION

This MoU may be amended by mutual written agreement and may be terminated by either Party by giving the other Party a written notice of at least two (02) months. However, both parties will ensure that all activities in progress on the day of termination are allowed to complete successfully with the agreed terms and conditions.

No amendment or modification of the MoU shall be valid unless the same is made in writing by both the Parties and explicitly stating the same to be an amendment of the MoU. The modification/changes shall become part of the MoU and shall be effective from the date on which they are made/executed.

11.0 Nodal Persons from both the sides:

Name: Dr. Deepak Kumar
Designation: Assistant Professor
University of Allahabad, Prayagraj.

Name: Dr. Mohammed. Faruq
Designation: Principal Scientist
Institute of Genomics & Integrative,
Biology, Mall Road- Delhi.

Name: Dr. K.P. Singh
Designation: Professor
University of Allahabad, Prayagraj

Name: Dr. Anita Pal
Designation: Assistant Professor
University of Allahabad, Prayagraj

12.0 NOTICE

Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned below and the reply should be received within 30 days of the receipt of request:

CSIR-Institute of Genomics and Integrative Biology (CSIR-IGIB)

Director,
CSIR-Institute of Genomics and Integrative Biology (CSIR-IGIB)
Mall Road, Delhi-110007

University of Allahabad Prayagraj, Uttar Pradesh

Registrar,
University of Allahabad Prayagraj,
Uttar Pradesh 211002

13.0 DISPUTE RESOLUTION

13.1 In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.

13.2 The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.


13.3 Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

14.0 GOVERNING LAW AND JURISDICTION:

This MoU between **CSIR-IGIB** and **UoA** shall be governed by the Laws of India for the time being in force.

IN WITNESS, whereof the parties hereto have executed this MoU or caused it to be executed in their names and on their behalf by their duly authorized representatives on the date set forth.

For CSIR-IGIB

SIGNATURE 
(AUTHORIZED SIGNATORY OF CSIR-IGIB)

Date:

प्रमुख पीएमई / Head P.M.E.
सीएसआईआर-जीएनआई और एकीकृत जीवविज्ञान संस्थान
CSIR-Institute of Genomics & Integrative Biology
मल रोड, दिल्ली-110007 / Mal Road, Delhi-110007

WITNESS 1:


Name:

Signature:

WITNESS 2:

Name:

Signature:


Manish Patidar

For UOA

SIGNATURE 
(AUTHORIZED SIGNATORY OF UoA)

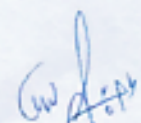
Date:

REGISTRAR
UNIVERSITY OF ALLAHABAD
PRAYAGRAJ

WITNESS 1:

Name:

Signature:


Prof. K. P. Singh
Head
Department of Zoology
University of Allahabad
Allahabad-211002

WITNESS 2:

Name:

Signature:


Dr. Deepak Kumar
Assistant Professor
Department of Zoology
University of Allahabad
Prayagraj (U.P.) 211002