



सत्यमेव जयते

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INDIA NON JUDICIAL

Government of Karnataka

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MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is made on June 17, 2022

Between

The University of Mysore, Mysuru having its registered office at Mysuru represented herein by its Registrar (here in after referred to as the *University of Mysore*) of the one part:

and

The NIPER- National Institute of Pharmaceutical Education and Research having its registered office at Kolkata now being represented by its Director (here in after referred to as the *NIPER*) of the two part:

The University of Mysore, Mysuru and The NIPER- National Institute of Pharmaceutical Education and Research, Kolkata (here in after referred to singularly as *the Participant* and collectively as *the Participants*)

Statutory Alert:

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1. Preamble:

The University of Mysore, Mysuru

WHEREAS the University of Mysore was established on July 27, 1916, it is the sixth oldest in the country and the first in the state of Karnataka. Also, in a sense it is the first university of the country to be established outside the limits of the British India. It was the first University to be accredited by NAAC in 2000.

Now therefore, the Parties have agreed to come together and have decided to work jointly on the following terms and conditions in identified areas of mutual interest, in accordance with the prevailing, regulations and norms of either or both the Parties & Government of India, as may be applicable.

NIPER- National Institute of Pharmaceutical Education and Research, Kolkata

Whereas National Institute of Pharmaceutical Education and Research, Kolkata (NIPER-K) was created in 2007 under the aegis of Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers as a centre of excellence for higher education, research and development in Pharmaceutical Sciences.

2. Scope of the MoU

This MoU which is for five (5) years is established to provide collaborative cooperation through:

- i) **Collaborative Research Programs in specific fields of interest**
NIPER, Kolkata and UOM will jointly identify specific fields to conduct collaborative research programs of mutual interest and benefit to both parties.
- ii) **Student Training Programs**
Training programs for students will be explored and organized as per institute guidelines.
- iii) **Faculty Exchange Programs**
Exchange programs for faculty will be explored and conducted accordingly which will be beneficial mutually for both the parties.
- iv) **Sharing of Instrumentation Facility**
The facilities shall be used as per the prevailing guidelines of the institutes.
- v) **Submission of Joint projects-**
Project proposals may be jointly submitted to DBT,DST, ICMR or any other funding agencies for extramural funding for carrying out further studies of selected project/molecules.
- vi) **Any other areas of mutual interests.**



3. General Provisions

The Parties agree to cooperate and support each other for implementing this MoU effectively through the following:

- i. The MoU shall remain valid for a period of five (5) years from the date of signing of the MoU.
- ii. The collaborators shall initiate the work after obtaining necessary approval of the research project from Institutional Animal and Human Ethics Committee of NIPER, Kolkata and UOM respectively along with National Biodiversity Authority (NBA) and/or State Biodiversity Boards (SSB) as applicable, if in case of any material transfer w.r.t. any endangered plant or animal species.
- iii. The progress of implementation of the program shall be reviewed by UOM and NIPER, Kolkata as mutually decided and the benefits of the collaboration shall be shared mutually.
- iv. Both parties shall take necessary financial approvals from the competent authority for fulfilling the scope of the program under clause 2 on case-to-case basis.
- v. Both parties and their 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.
- vi. 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 NIPER, Kolkata and UOM. As a part of collaboration, the outcomes of the research under this MoU shall develop joint publication.
- vii. 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 prior permission of both the participants. It may however be ensured that the official emblem and logo are not misused.
- viii. Applications for joint Patents will be filed in the name of institutions namely NIPER, Kolkata and UOM, Mysore.
- ix. Both parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations.
- x. In case research is carried out solely and separately by a Party or the research results are obtained through the sole and separate effort of a Party, the Party concerned alone will apply for grant of IPR and once granted the IPR will be solely owned by the concerned Party.
- xi. 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 agreed terms and conditions.



- xii. 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 subject to exclusive rights of both the Parties to commercialize the technology jointly on mutually acceptable terms and conditions.
- xiii. 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 Director, NIPER, Kolkata and Vice Chancellor, UOM under a separate agreement or letter.
- xiv. Any product generated under the program shall be licensed to any industry by NIPER, Kolkata and UOM jointly under a separate agreement after mutual consultation between NIPER, Kolkata and UOM towards the fulfillment of point (xiii) stated above.
- xv. Once the product generated under the PROJECT is licensed to any industry(ies), NIPER, Kolkata & UOM shall ensure that the licensed company shall affix in a conspicuous manner upon every Finished Product and/or mode of packaging containing the Finished Product a label or plate bearing the inscription "A joint product by NIPER, Kolkata & UOM" in letters of size not less than half the nominal size of the largest size of letters giving either the name of the company or its brand name or trademark for the Finished Product along with the logo of NIPER, Kolkata & UOM. The licensed company(ies) shall not sell Finished Product and/or any box or package containing the Finished Product without such label or plate being affixed thereon and shall also abide by the guidelines of other countries for the appropriate visibility of NIPER, Kolkata & UOM. Similarly, every advertisement, hoarding, technical literature, publicity and like material in respect of or relative to the Finished Product issued by the company shall include the same inscription as aforesaid in a prominent manner.
- xvi. The annual maintenance of the facility including all the instruments shall be the responsibility of each Party without any financial liability on each other.
- xvii. 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.
- xviii. 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 to.
- xix. Both parties shall do their utmost to ensure the smooth and efficient implementation of the program.
- xx. 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 Director, NIPER, Kolkata and Vice Chancellor, UOM.
- xxi. Both the parties are at liberty to terminate this agreement by giving a prior notice of 3 (Three) months to the other party. After termination of the MoU, neither of the Parties will be responsible for any losses, financials or otherwise which the other Party may suffer. Upon termination or expiry of the MoU, Parties are obliged to keep the shared information confidential.



- xxii. Abide by the prevailing policies w.r.t. the classified information/data. During the tenure of this MoU and thereafter, Parties undertake on their behalf and on behalf of their students and subcontractors or employees, representatives or associates to maintain strict confidentiality and to prevent disclosure thereof to any third party, all the information and data exchanged or generated during the operation of the MoU.
- xxiii. Both Parties agrees that except for court order requiring disclosure, neither shall disclose to any third Party(ies) without the written consent of the other, any information made available to the Parties, in the performance of work and/or generated under the performance of the work, under this MoU, except information which at the date hereof was in the public domain or known to either prior to the date hereof as evidenced by written documents subsequently.

IN WITNESS THERE OFF, the parties represented by their authorized representatives, set forth their hands on this day, month and year first stated above, agreed and accepted this MoU to be signed (in two original copies) in the presence of following witnesses

For
University of Mysore
Mysuru.


Signature 17/06/2022

For
NIPER, Kolkata


Signature 17/6/22


Witness


(K S Ranganath)

(TAPAS K KUNDU)


B. Gopalam
17/6/2022

Witness


17/6/22
(ARUN BANDYOPADHYAY)