



**Memorandum of understanding
between
Paliwal Diagnostics Pvt. Ltd., Kanpur
&**



Chhatrapati Shahu Ji Maharaj University, Kanpur

Representatives of Paliwal Diagnostics Pvt. Ltd., Kanpur and Chhatrapati Shahu Ji Maharaj University, Kanpur have discussed the desirability and feasibility of an interactive relationship designed to strengthen the bonds between the two institutions. This Memorandum of Understanding (MOU) is intended to facilitate the inter-institutional visits for exchange of knowledge to research as described in the objectives listed below. Both Paliwal Diagnostics Pvt. Ltd., Kanpur and Chhatrapati Shahu Ji Maharaj University, Kanpur are also referred to herein as “Institution” or, Collectively, Institutions.

I.

Objectives:

1. To promote the visits of students and faculty in programs for the mutual benefits of both institutions.
2. To utilize the research facilities of one institution by the research scholar, students, and faculty of other institution for innovative research work.
3. By joint efforts of students, research scholar and faculty from both institutions may apply for collaborative projects jointly to national and international funding agencies.
4. To facilitate working together on various research methodologies and techniques [such as *In-silico* (Bioinformatics approach), *In-vitro*, *In-vivo* (Animal & Human)] for development of newer treatment modalities in various diseases.
5. To support the visits of students and faculty for purposes of academics, research, and publications.
6. To facilitate the cultural and intellectual enrichment opportunities for the faculty and students of both institutions.
7. To facilitate the collaborative faculty development program and to organize symposia, conferences, workshop & seminars by the joint efforts of both institutions.
8. The scientists/faculty members of both the institutions may be included as resource persons for delivering lectures/talk on specialized topics in different academic/scientific programmes.

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II.

Operation:

1. Prior to actual visits of collaboration, the institutions will negotiate and sign a program Agreement setting forth the specific obligations and responsibilities to carry out any of the following:
 - I. Faculty Visits
 - II. Collaborative research
 - III. Students Exchange Program
 - IV. Academic Exchange Program
 - V. Research Program Collaboration
 - VI. Visit of facilities for the student welfare, and
 - VII. Joint Educational programs
2. The institutions will explore ways and means to finance joint projects through special government and other funding sources. This MOU is not intended, and shall not be interpreted, to offer any kind or form of financial support or consideration.

III.

Term:

This MOU shall be effective for a period of six (06) years from the last date of approval by the appropriate authorities of both institutions. This MOU may be extended for an additional three (3) years with written consent of both institutions.

IV.

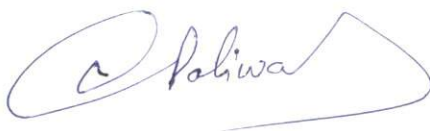
Termination:

Either institution may terminate this MOU at any time without any explanation of the cause by giving three (3) months written notice to the other. Upon termination the provisions of this MOU and corresponding program agreements shall continue to apply to ongoing activities until each is complete, up to a maximum of one (1) year from the effective date of termination.

V.

Language:

This MOU is prepared in English and may also be prepared in a language as requested by Paliwal Diagnostics Pvt. Ltd., Kanpur and Chhatrapati Shahu Ji Maharaj University, Kanpur. In the event of an inconsistency the English version shall apply and be binding on Chhatrapati Shahu Ji Maharaj University, Kanpur and Paliwal Diagnostics Pvt. Ltd., Kanpur.



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VI.

Intellectual Property, Ownership & Protection

All right and title to Sole Intellectual Property (such as patent/copyright/trademark etc.) shall belong to the Party whose Faculties invented, developed, created or discovered such Sole Intellectual Property. Both University shall promptly and fully disclose any Joint or Sole Intellectual Property developed by that University's employees, such disclosures to be maintained as confidential.

The lead institution for a particular research/project shall initiate in preparing and filing the joint intellectual property rights. At the time of designation of a lead University, the owning University shall enter into an inter-institutional agreement that specifies the rights and obligations of the Universities in protecting and commercializing such Joint Intellectual Property.

VII.

Arbitration:

Any controversy or claim arising out of or the breach thereof, shall be settled by arbitration administered by Paliwal Diagnostics Pvt. Ltd., Kanpur. The place of arbitration shall be Kanpur, Uttar Pradesh law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction Kanpur thereof.

VIII.

Warranty Authority:

The person(s) executing this agreement on behalf of the institutions represent and warrant that each has been duly authorized to execute this MOU on behalf of the institution and to validity and legally bind the institution to all of its terms, performance, and provisions.

Neither Institution shall have the authority to represent or otherwise bind the other institution, nor shall any of their respective agents, employees or representatives be construed to be the agent, employee or representative of the other.

Dr. Sudhanshu Pandiya
IQAC Coordinator,
Chhatrapati Shahu Ji Maharaj University
Kalyanpur, Kanpur

Dr. Umesh Paliwal
Managing Director
Paliwal Diagnostics Pvt. Ltd.
Shop No. 117, H 1/12, Main Street
Opposite J.K. Mandir, Model Town
Pandu Nagar, Kanpur

Witness:

Witness:

02 December 2019