

**MEMORANDUM of UNDERSTANDING** FW 969395  
This MoU is made and executed on this Second day of June, Two Thousand and Twenty-Three ("Effective Date").

**BY AND BETWEEN**

Chhatrapati Shahu Ji Maharaj University, Kalyanpur, Kanpur, Uttar Pradesh, India (hereinafter called as CSJMU), a state University of U.P. established in 1966, which expression shall where the context so admits, include its successors and permitted assigns of the other part.

**PARTY OF THE FIRST PART,**

**And**

Indian Council of Medical Research (ICMR), A government organization serving as the Apex body for Biomedical research in India, having its office at V. Ramalingaswami Bhawan, Ansari Nagar, New Delhi – 110029, India (hereinafter referred to as "ICMR" which expression shall where the context so admits, include its successors and permitted assigns) through its ICMR-National JALMA Institute for Leprosy and Other Mycobacterial Diseases having its premises at Dr. M. Miyazaki Marg, Tajganj Agra-282004 (hereinafter called ICMR-NJIL&OMD) which expression shall where the context so admits, include its successors and permitted assigns of the other part

**...PARTY OF THE SECOND PART**

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Both the CSJMU, KANPUR and the ICMR-NJIL&OMD, Agra hereinafter shall jointly be referred to as "the Parties" and individually be referred to as "the Party".

**1. Preamble:**

**National JALMA Institute for Leprosy & Other Mycobacterial Diseases, Agra**

WHEREAS ICMR-NJIL&OMD, has the state of the art facilities like BSL-3 labs, DNA chip lab, Proteomics Lab, all well-equipped laboratories. The Institute has a major thrust on leprosy (40%), relevant areas of tuberculosis and other mycobacteriosis. The Institute is participating in and co-coordinating several multi-centric studies on Leprosy and Tuberculosis.

**Chhatrapati Shahu Ji Maharaj University (CSJMU)**

WHEREAS CSJMU was established in 1966 with 952 affiliated colleges. It offers undergraduate and post graduate courses. The University has contributed much to the growth and economic development of the country.

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.

**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**

CSJMU and ICMR-NJIL&OMD will jointly identify specific fields to conduct collaborative research programs of mutual interest and benefit to both parties.

**ii) Trainee Programs**

Trainee-ship programs for students shall be explored and conducted at ICMR-NJIL&OMD in areas of mutual interest on mutually acceptable terms and conditions.

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### iii) Faculty Exchange Programs

Exchange programs for faculty shall be explored and conducted to mutually benefit both the parties.

### iv) Sharing of Instrumentation Facility

The instrumentation facilities shall be used as per the prevailing guidelines and procedures of the Institutes.

### v) 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 as per funding agency norms.

### vi) Development of Academic Links

CSJMU, Kanpur and ICMR-NJIL&OMD, Agra agree to develop their academic links under the principle of mutual understanding, common interests and mutually complementary activities as outlined hereunder:

1. To provide opportunities for both staffs and students to use the expertise and facilities available in both the organizations through training of students/staff and through exchange of thoughts by brain storming sessions/seminar/workshops and meetings.
2. To work jointly for the common research interests at national and international levels. This includes preparation of joint/Co-supervision of post-graduate (PG) and Doctoral (Ph.D.) students of CSJMU and ICMR-NJIL&OMD and submission of joint proposals for funding from national and international agencies and their implementation.
3. Research Students/Scientists/staffs working in ICMR-NJIL&OMD may apply for Ph.D. programmes in CSJMU (departments) as per their eligibility and as the CSJMU's admission rules and regulations and guidelines and as per the availability of the seats in such courses. The Scientists/Researchers working at ICMR-NJIL&OMD may be recognized as Joint/Co-supervisors/Internal & External guides as applicable for Ph.D. and Post-graduate (PG) thesis. The recognition as Joint/Co-supervisors will be as per the CSJMU norms in this regard and approval by CSJMU. Bye-laws governing Ph.D. programme of CSJMU shall apply to all the supervisors and candidates.

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4. Ph.D. and PG students working at CSJMU, if necessary may be allowed to carry out a part of their research work in ICMR-NJIL&OMD and vice-versa depending upon specific requirements.

Both the parties shall extend all the necessary co-operation, facilities & expertise to the students as and when required as per ICMR/CSJMU norms.

5. CSJMU and ICMR-NJIL&OMD will independently cover the cost of chemicals and other expenditure incurred in connection with research collaboration.

6. Any IPR resulting from this collaboration if originates from the joint work of the PhD and PG students, it shall be the joint property of CSJMU, KANPUR and ICMR-NJIL&OMD, Agra.

### 3. General Provisions

- i. The MoU shall remain valid for a period of five (5) 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 Animal and Human Ethics Committee of CSJMU and NJIL&OMD respectively along with National Biodiversity Authority (NBA) and/or State Biodiversity Boards (SSB) as applicable.
- iii. The progress of implementation of the program shall be reviewed by ICMR-NJIL&OMD and CSJMU 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 objectives of the program under Para 1 on case to case basis.
- v. Both Parties and their students can visit the collaborating institutes as per requirements of the Project without any financial liability on each other and shall have also 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 CSJMU and ICMR-NJIL&OMD. 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 shall 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

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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 CSJMU and ICMR-NJIL&OMD.

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. Any IP arising out of the Joint Intellectual input under the MoU shall be jointly owned by Parties (CSJMU and ICMR-NJIL&OMD) in the ratio of 50:50.

xii. All the costs related to the drafting, filing, prosecution, maintenance and infringement of the IPRs including but not limited to patent applications/patents shall be shared equally between the Parties. Parties agree to share the drafting, filing, maintenance and prosecution cost of the aforesaid joint Patent equally for all territories till the validity of the Patent.

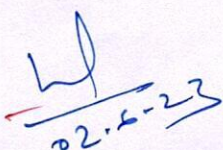
xiii. In case the joint patent is to be filed outside India then the charges w.r.t. Patent search, drafting, filing, Prosecution, etc. w.r.t. aforesaid Joint Patents shall be shared equally between the Parties (CSJMU and ICMR-NJIL&OMD).

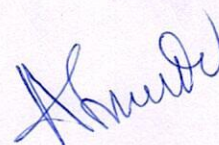
xiv. If either of the "Parties" does not intend to file/pursue an application for an IPR in any jurisdiction, then they shall permit the other "Party" to obtain the IPR and shall execute the necessary documents as and when required. However, the IPR shall continue to remain in the names of both the "Parties". Further, if one of the institutes decides not to share the expenses for protecting IPR, then in that case it shall assign its rights to the other institute to enable it to file for IPR protection.

xv. In case the collaborative research under this agreement is based on any "Biological Resource" obtained from/ occurring in India, then the necessary permission for filing any IPR must be taken from the National Biodiversity Authority, Chennai under the provisions of section 6 of the Biological Diversity Act of India, 2002.

xvi. The exchange of biological materials, if any, shall be governed by the applicable provisions of the Biological Diversity Act of India, 2002.

xvii. 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

  
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of both the Parties to commercialize the technology jointly on mutually acceptable terms and conditions. Commercialization in any other country shall also be done jointly through a separate agreement.

xviii. Any product generated under the program shall be licensed to any industry jointly by CSJMU and ICMR-NJIL&OMD under a separate agreement after mutual consultation between CSJMU and ICMR-NJIL&OMD towards the fulfillment of point (xiii) stated above.

xix. The annual maintenance of the facility including all the instruments shall be the responsibility of each Party without any financial liability on each other.

xx. 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.

xxi. 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.

xxii. Both Parties shall do their utmost to ensure the smooth and efficient implementation of the program.

xxiii. 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 Vice Chancellor, CSJMU, KANPUR and Director, ICMR-NJIL&OMD.

xxiv. 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.

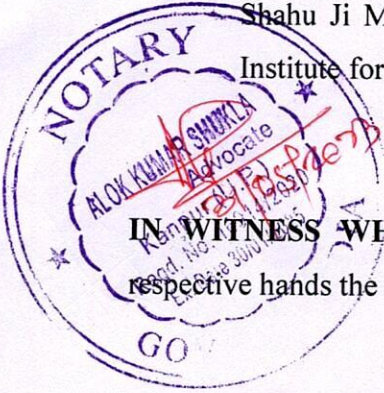
xxv. Abide by the prevailing policies w.r.t. the classified information/data. During the tenure of this MoU and thereafter, Parties undertake on their behalf and on behalf of their students and subcontractors or employees, representatives or associates to maintain strict confidentiality and to prevent disclosure thereof to any third party, all the information and data exchanged or generated during the operation of the MoU.

xxvi. 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.

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xxvii. This MoU has been executed in two originals; one of these to be retained by Chhatrapati Shahu Ji Maharaj University, Kanpur, and the other by the ICMR-National JALMA Institute for Leprosy & Other Mycobacterial Diseases, Agra.



IN WITNESS WHEREOF, the Parties hereto, have hereunder set and subscribed their respective hands the day, month and year first hereinabove written.

*[Signature]*  
02.6.2023

For and behalf of the Chhatrapati Shahu Ji Maharaj University,  
KANPUR

*[Signature]*  
02/06/23

For and behalf of ICMR-National JALMA Institute for Leprosy & Other Mycobacterial Diseases, Agra

Name: Prof. Sudhir K. Awasthi

Designation: ProVC

Witness: *[Signature]*

*[Signature]*  
2/06/23  
Name: Dr. Sandeep Sharma

Designation Scientist 'C' (medical)

Witness:

*[Signature]*  
02.06.2023  
Name: Prof. Alok Sharma

Address: CSJM University,  
Kanpur

Name:

Address: Certified that this documents presented affidavit sworn before me on .....  
by shri ..... C.S.J.M. University, Kanpur  
The Contents have been read over and explained to him who is identified by Shri .....  
*[Signature]*  
Alok Kumar Shukla Advocate  
Notary Govt. of India Kanpur (U.P.)