

Memorandum of Understanding (MoU)

This MoU is made on this 1st day of July, 2020 at **The LNM Institute of Information Technology Jaipur**
BY and BETWEEN

The LNM Institute of Information Technology Jaipur a deemed to be university having its office at **Rupa Ki Nangal, Post- Sumel, Jaipur 302031**, the lead organization hereinafter referred to as “**the Deemed to be University**” (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees) of the **First Part**

AND

National Institute of Pharmaceutical Education and Research (NIPER)-Hyderabad an Institute having its office at **NH 9, Kukatpally Industrial Estate, Balanagar, Hyderabad, Telangana 500037**, hereinafter referred to as “**the Institute**” (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees) of the **Second Part**

WHEREAS all the parts are hereinafter referred to as “**Parties**”;

AND WHEREAS “the Deemed to be University and the Institute” have conceived a Project entitled “**Formulation, optimization and antiviral activity analysis of Neem extract based silver/titanium dioxide nanoparticles as disinfectant film forming spray solution**” and is submitting a proposal (hereinafter called “the Project”) - for funding assistance as per **Annexure 1**;

AND WHEREAS, the parties by this MoU desire to establish common framework to facilitate in terms of exchange of information, material, to carry out research and to execute such other agreements as may be necessary for the Project.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. Subject Matter of Cooperation

Aspects related to the Project entitled “**Formulation, optimization and antiviral activity analysis of Neem extract based silver/titanium dioxide nanoparticles as disinfectant film forming spray solution**” as stated hereunder.

2. Definitions

- i. Know-how= All pre-existing know-how of the parties concerning the subject matter of cooperation
- ii. Project IP= All inventions, innovations, processes, technologies and end products that are outcomes of the Project excluding the pre-existing Know-how.
- iii. Publication” to publish = disclosure of work results including lecture and papers at workshops or conferences.

3. Work programmes of the parties

- i. That the Parties together will constitute the collaborators to above Project, primarily due to the (pre-existing research collaboration/ mutual interests/ desire to share their expertise/ any other – the reasonable consideration to be specified)
- ii. **The Deemed to be University** will primarily carry out **Design and development and testing of Machinery for the herbal spray system** (Specify cardinal objectives) under the Project.
- iii. **The Institute** will primarily carry out **Design, development and evaluation of Novel herbal based surface disinfectant solution** (Specify cardinal objectives) under the Project
- iv. The Parties agreed to comply with all applicable International and National Laws that applies to any process or service undertaken during the execution of the Project.

4. Sharing of resources

- i. The Parties shall share the required resources to further the Project objectives in terms of this MoU.
- ii. The above Project components shall be carried out at
 - a. **The LNM Institute of Information Technology, Jaipur, Rajasthan and**
 - b. **National Institute of Pharmaceutical Education and Research (NIPER)-Hyderabad.**

5. Right of use

- i. The background Know-how/ IP of the Project belongs to **The LNM Institute of Information Technology, Jaipur, Rajasthan and National Institute of Pharmaceutical Education and Research (NIPER)-Hyderabad** and can be used freely by the parties for execution of the Project within the scope of their own objectives.
- ii. Each party shall promptly make written disclosure to discuss and coordinating with one another the aspects of Project IP, Publication needs, commercial exploitation of Project IP etc.

6. Confidentiality

- i. During the tenure of the MoU, all the Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Project for any purpose other than in accordance with this MoU. It shall be the responsibility of all the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in the Project.
- ii. The Parties shall not have any obligation of confidentiality with respect to any information that:
 - a. is in the public domain by use and/or publication at the time of its disclosure by the disclosing party; or
 - b. was already in possession of the recipient prior to receipt from the disclosing party; or

- c. is properly obtained by the recipient from a third party with a valid right to disclose such information and such third party is not under confidentiality obligation to the disclosing party; or
- d. was disclosed to any third party on a non-confidential basis prior to commencement of the Project; or
- e. is required by public authority, by law or decree.

7. IP governance framework

The parties will jointly decide in connection to background IP, Project IP, Profit sharing, global access etc. based on the following principles:

- i. It is the responsibility of the Lead Organisation and the Co-recipient(s) to protect the New Intellectual Property (New IP). For the purpose of this Project, New IP means intellectual property generated during the conduct of the Project by the Lead Organisation and the Co-recipient(s), but excluding the intellectual property generated by the Lead Organisation and the Co-recipient(s) before execution of this Project and any IP generated outside the scope of this Project even during the term of this Contract.
- ii. New IP shall be governed in accordance with the GCI guidelines and such specific IP governance framework agreed to as part of Project Sanction. The Lead Organisation and the Co-recipient(s) shall execute the IP governance framework on mutually accepted conditions that will include the principles of Global Access provided below as a precondition for release of Project cost. The New IP shall not be assigned or transferred to any third party directly or indirectly without prior written consent from BIRAC.
- iii. The Lead Organisation and the Co-recipient(s) agree to conduct and manage the Project and the resulting products, services, processes, technologies, materials, software, data or other innovations (collectively, “Project Developments”) and any IP that arises (New IP) in the manner that ensures “Global Access.” Global Access requires that;
 - i. The knowledge and information gained from the Project be promptly and broadly disseminated
 - ii. The Funded Development is made available and accessible at an affordable price to people most in need within developing country.

In this regard, ensuring Global Access in all present and future research and development agreements in a suitable form will be a condition of Project cost release.

The provisions of IP governance will be specifically stated as, legally binding on all the parties.

8. Publications

- i. The parties can jointly publish the work results
- ii. In as much as the parties do not jointly publish, the party communicating the work result shall require the prior consent of others.

9. Force Majeure

The Parties shall not be held responsible for non-fulfilment of their respective obligations in successful completion of the Project under this MoU due to the exigency of one or more of the *force majeure* events such as but not limited to acts of God, war, flood, earthquakes, strikes not confined to the premises of the Party, lockouts beyond the control of the Party

claiming *force majeure*, epidemics, riots, civil commotion etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the Party affected has given a notice in writing to the other Parties within one month of such occurrence or cessation.

10. Validity and Termination

- i. The MoU shall be effective from the date of its signing by all the Parties. The MoU shall be valid for valid for 5 years.
- ii. The Parties may renew/terminate this MoU by mutual agreement.

11. Alterations

Any alteration and amendment to this MoU shall be made in writing by all the parties involved

12. Transferability of Rights and Duties

Rights and Duties in this MoU cannot be transferred to third party either in whole or in part, without the prior written consent of the other parties.

13. A separate 'Coordinating Committee' for project monitoring in between principal applicant and collaborator(s) may be constituted.

14. Dispute Resolution and Governance

The parties agree to use reasonable endeavours to amicably settle any dispute arising among them in relation to the execution of the Project. (Arbitration provisions may be added).

The MoU shall be governed by the Laws of India.

15. Notices

Notices shall be sent to the contact person at the address as set forth below or such address as any party shall have furnished to the parties.

IN WITNESS WHEREOF the Parties hereto through its duly authorized representatives have signed this MoU on the day, month and year mentioned hereinbefore.

Parties - Authorised Signatory



For and on behalf of **The LNM Institute of Information Technology Jaipur** "the Deemed to be University"

S. Ganapathy

Chairman
Tehsil member

Dr. Dharmendra Khatri

For and on behalf of **National Institute of Pharmaceutical Education and Research**

(NIPER)-Hyderabad "the Institute"

राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान (नाईपार)

National Institute of Pharmaceutical (NIPER)

Education and Research

(Legal Disclaimer: This is a general template for guidance. Any additional and Project specific provisions should be included by the Parties. This does not qualify as a legal advice)