

MEMORANDUM OF UNDERSTANDING BETWEEN

PATNA UNIVERSITY, PATNA

AND

**INTERNATIONAL CENTRE FOR GENETIC ENGINEERING AND
BIOTECHNOLOGY, NEW DELHI**

This Memorandum of Understanding (MOU) is made and entered into on 15th May 2019.

BY AND BETWEEN

The Patna University, Patna, 800 005, Bihar (hereinafter "PU" including its successors and assignees) acting through Registrar, (which expression shall where the context so admits include its successors and permitted assigns);

AND

International Centre for Genetic Engineering and Biotechnology, having its New Delhi Component at Aruna Asaf Ali Marg, 110067 New Delhi, India and its Headquarters at Area Science Park, Padriciano 99, 34012 Trieste, Italy (hereinafter "ICGEB" including its successors and assignees) acting through Director, (which expression shall where the context so admits include its successors and permitted assigns); of the SECOND PART.

Each of the parties mentioned above, are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

PU is engaged in research in frontier areas of basic biology and isolation bioactive compound from natural sources.



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The primary objective of ICGEB, pursuant to its Statutes, is the research, development and training in the field of genetic engineering and biotechnology with a view to strengthen developing countries in these technologies and utilize results of research to create products which will be commercially available at reasonable prices to the benefit of the citizens of member countries wherever possible. ICGEB has been established as an international organization comprising three components located in Trieste (Italy), New Delhi (India) and Cape-town (South Africa) respectively

PU has few bioactive compounds and ICGEB has expertise in structure determination, functional assays and drug discovery.

PU approached to ICGEB for a collaborative research (hereinafter "Project") for characterization and structure determination of bioactive compounds

ICGEB agreed to collaborate with PU for the Project on following terms and conditions.

NOW THEREFORE, in consideration of the premises and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. SCOPE OF MOU

The PU and ICGEB agree to collaborate in following areas: To establish joint research platforms using each other's expertise where the focus will be on the isolation, purification and characterization of bioactive compounds isolated from microbial sources and their suitability as inhibitors against protein targets.

- 1.1. To design specialized training programs within the scope of the Project and exchange of faculties/scientists through collaboration between PU and ICGEB
- 1.2. Both parties shall expand the above-mentioned activities as deemed necessary mutually by PU and ICGEB to meet the project requirements.



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2. FINANCIAL ARRANGEMENT

2.2 Each party will contribute with its own resources to the realization of the Project. The parties agree that they may apply for External Funding to support the Project and/or training program. The parties may decide to submit joint applications for External Funding with mutual consent.

3. GOVERNANCE

- 3.1. In order to support the development of this collaboration, both parties agree to review the progress of their collaboration every twelve months;
- 3.2. The authorized representatives for the purposes of this MOU are Prof. Birendra Prasad, from PU and Dr. Neel Sarovar Bhavesh, from ICGEB.

4. CONFIDENTIALITY

4.1 Parties are under obligation to refrain from disclosure of any confidential information, which they have received from other party. The term "Confidential Information" with respect to a Party shall mean any written, electronic, visual, verbal or other form of technical or business information and data received from and pertaining to such Party other than information that:


- (a) is already in the recipient Party's possession at the time of disclosure thereof;
- (b) is or later becomes part of the public domain through no fault of the recipient Party;
- (c) is received from a third party having no obligations of confidentiality to the disclosing Party;
- (d) is independently developed by the recipient Party as evidenced by contemporaneous written records; or
- (e) is required by law or regulation, or any governmental agency, court or administrative body to be disclosed.

4.2 Both parties agree that this article shall continue to be binding between the parties notwithstanding the termination or expiration of this MoU.

5 PUBLICATION

The parties acknowledge that the results of the research under this Project shall be published




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with authors from both sides who have contributed. The publishing Institution will use all reasonable endeavors to acknowledge the other party in accordance of its contribution in the proposed published work. In order to avoid loss of patent rights as a result of premature public disclosure of patentable information, each Party will submit any prepublication materials disclosing the results of the Project to the other for review and comment at least Thirty (30) days prior to planned submission for publication. During this period, the interested Party will have to inform other Party in case it intends to legally protect the results.

6 INTELLECTUAL PROPERTY RIGHTS AND COMMERCIALIZATION

The Parties will negotiate an ad hoc agreement on a case-by-case basis defining the percentages of ownership in any IPR generated through the Project, modalities of commercialization and sharing of costs for patent protection and any income generated through commercialization of the generated IPR etc. Neither Party will use results of the Project without prior written consent of the other Party for commercial purpose.

7 FORCE MAJEURE

7.1 If at any time during the continuance of this MoU, the performance in whole or in part by either Party of any objectives under this MoU is prevented or delayed by reason of governmental decision, war, hostilities, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including but not limited to electricity, water, fuel and the like), strike and lockout or other event beyond the reasonable control of the Party concerned (hereinafter referred to as "the Eventuality"), then notice of such Eventuality shall be given by either Party to the other within fifteen (15) days from the date of occurrence thereof;

7.2 In the event of either Party not being able to by reason of an Eventuality, meet any of its objectives under this MoU, such objectives shall be suspended for as long as the inability continues or any date mutually agreed between the Parties. Neither Party shall be liable to the other Party for any loss or damage sustained by the other Party arising from the occurrence of any such event.



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8 LIABILITY

8.1 Both parties further agree that no employment relationship or partnership, express or implied, is created between them.

9 ARBITRATION

In the event of any dispute relating to the interpretation or performance of this MoU arising between the Parties, both Parties will first do their utmost to settle their dispute amicably; Any dispute, controversy or claim arising under, out of or relating to this Agreement which is not amicably settled between the Parties and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be New Delhi. The language to be used in the mediation shall be English.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be New Delhi. The language to be used in the arbitral proceedings shall be English.

10 DURATION OF MOU

The MOU would be effective for a period of 5 (five) years from the date of signing it. The Parties shall have the option to negotiate an extension of the Term under mutually agreeable terms. Such option may be exercised by mutual agreement of the Parties and on such terms and conditions as may be mutually agreed upon.



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11 CONFLICT OF INTEREST

Both Parties warrant that this MoU is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this MoU. Both parties also agree that this MoU will not be treated as a deterrent to allow similar activities or collaboration with other organizations.

12 AMENDMENTS

- 12.1 Either Party may request in writing for a revision, amendment or modification of all or any part of this MoU.
- 12.2 Any revision, amendment or modification agreed to between the Parties shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this MoU.

13 ASSIGNMENT

Either party shall not assign this MOU to a third Party without the prior written consent of the other party.


14 TERMINATION

- 14.1 Either party may terminate this MoU at any time by means of at least 90 calendar days' advance written notice to the other Party;
- 14.2 The early termination of this MoU will not affect the completion of any co-operation measures that were agreed under the annual work programs whilst it was in force;

15 Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of ICGEB


IN WITNESS WHEREOF, the parties have executed this Agreement on the date mentioned hereinabove.

Agreed and accepted by


15/05/2019
Col Manoj Mishra Registrar
Patna University, Patna

*Registrar
Patna University*

Agreed and accepted by


17/5/19
Dr. Dinakar M. Salunke
Director
ICGEB, New Delhi

