



MEMORANDUM OF UNDERSTANDING

For research collaboration

BETWEEN

Department of Zoology, and
Dr. Giri Lal Gupta Institute of Public Health & Public Affairs
OF
University of Lucknow, Lucknow

Department of Zoology was established in 1921 and is involved in teaching and research in biological sciences located in the main campus and Dr. Giri Lal Gupta Institute of Public Health & Public Affairs, established in 2007 and located in the second campus, are part of the University of Lucknow, with University of Lucknow as its parent body (University of Lucknow was established under the Lucknow University Act, No V of 1920 having its office at "Lucknow - 226007"), hereinafter referred to as "UoL".

AND

King George's Medical University, Lucknow

A state university established under the King George's University Uttar Pradesh Act, 2002 (UP Act No. 8 of 2002) having its office at Chowk, "Lucknow - 226003" (hereinafter referred to as "KGMU").

This Memorandum of Understanding ("MoU") is effective as of the September 23, 2020 ("Effective Date") by and between UoL and KGMU to share a common desire to extend and strengthen functional relationship between UoL, Lucknow and KGMU, Lucknow. Both the parties hereinafter are also referred to herein as "the Institution" or, collectively, "the Institutions".

We the undersigned, mutually agree to share existing facilities and available expertise at our respective institutions, viz. UoL and KGMU, by signing a MoU and wish to initiate collaboration in different disciplines.

UoL recognizes its strength for its unique ideas of research in basic and applied disciplines of life sciences. In the same way, KGMU recognizes its strength in areas of medical education, clinical research, and patient care. Hence, both the institutions have their mutual interest in engaging themselves in research and academic collaboration in the larger interest of humanity.

Introduction

The primary goal of this MoU is to foster collaboration in study and research carried at both the Institutions.

The students visiting KGMU/UoL and faculty involved will be entitled to receive all information pertaining to research on behalf of KGMU/UoL. However, both Institutions have agreed upon non-disclosure of the Confidential Information if any, received from KGMU/UoL.

The collaboration will be established within the principles set out in the following headings:

1.01 Objectives:

Both the Institutions agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.

- (i) To promote the visit of students, faculty members, staff of both the Institutions to witness the clinical practice conducted in KGMU,
- (ii) To promote the visit of students and faculty members in programmes for the mutual benefits of both the institutions,
- (iii) To utilize the research facilities of one institution by the post-doctoral fellows, research scholars, students, and faculty members of other institution for innovative research work,
- (iv) Joint organization of seminars, conferences, workshop, and short-term continuing education programmes on topics of mutual interest with extending invitations to each other's faculty to participate therein,
- (v) Joint proposal and engagement in research or training programmes sponsored by funding agencies, while extending invitations to each other's faculty to participate therein,
- (vi) To support the visits of students and faculty members for purposes of academics, research, training, and publications etc.,
- (vii) To facilitate the research and intellectual enrichment opportunities for the faculty and students of both institutions,
- (viii) To develop Public Health manpower by providing post-graduate training facilities,
- (ix) To conduct researches relating to various Public health problems in the community,
- (x) To develop and facilitate the collaborative research projects,
- (xi) The scientist/faculty members of both the institutions may be included as resource persons for delivering lectures/talk on specialized topics in different academic/scientific programmes,
- (xii) Exchange on a reciprocal basis of students for purposes of education and/or research, and
- (xiii) Other objectives as may be necessary from time to time and mutually agreed upon.

UoL and KGMU agree that following technical description will guide each proposed activity identified and agreed upon by two institutions.

A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration. The terms and conditions for each visit, including purpose, travel funding, accommodation etc. will be worked out between the Institutions. An appendix will be signed for any such activity which will be annexed to this MoU and will be deemed to be a part and parcel of this MoU.

Terms of any financial arrangements will be subject to separate agreements made on a case by case basis, such as further agreements will include name of those persons responsible for managing implementation etc. of collaborative activity.

A. Research Collaboration:

UoL and KGMU will encourage collaboration in research projects wherein they find any areas of mutual interest and activity. UoL and KGMU will provide facilities to faculty members of each other's institution to explore and prepare joint proposals on thrust areas for funding. Technical activities and grant sharing between UoL and KGMU shall be mutually agreed upon while submitting such proposal to funding agencies.

B. Academic Activities:

UoL and KGMU agree to seek means of identifying and inviting faculty members from each other's institutions to participate in internship program, conferences, workshops, and short courses. Terms and conditions for such participation would be worked out by mutual agreement between invited faculty member(s) and institution extending such an invitation.

Exchange of Faculty and Students

UoL and KGMU agree to explore ways of encouraging collaboration between faculties from both the institutions. Specifically, the two institutions would encourage members of their faculty to undertake short visits or take up fixed-term assignments as visiting faculty.

Guest Lectures and Workshops:

UoL and KGMU can conduct guest lectures and workshops on various subjects of relevance from their curriculum and on issues like – Biological Timing and Health Issues, Health and Disease, Genetic Basis of Human Diseases, Novel Ideas for the Management of Parasitic Diseases, Ethical issues, Scientific Writing, Research Methodology, etc.

Internship:

KGMU can provide a meaningful learning environment and excellent opportunity to the interns of UoL across a diverse array of categories, including epidemiology, occupational health, global health, environmental health and more. Also, the interns can familiarize themselves with the process of formulation of health policy and its implementation by the Government of India. The conditions of the internship will be decided and approved by two institutions.

Exchange of Scientific/Technical Material and Data:

UoL and KGMU will examine ways of exchanging information on research (data, sampling, etc.) and education programmes and teaching/learning material and other literature relevant to their education and research programmes.

1.02 Intellectual Property (IP) Rights:

UoL, Lucknow and KGMU, Lucknow agree to respect each other's rights to Intellectual Property (IP). All background IP used in connection with this MoU shall remain property of the party that introduces it. No license is granted to any party to use another party's background IP unless specifically agreed to in writing. Intellectual Property rights that arise as a result of any collaborative research or joint activity under this MoU would be subject to separate written agreements on ownership and management of such IP and each party agrees to respect ownership of IP of other parties in all dealings, consistent with officially laid down Intellectual Property Right (IPR) policies of partner institutions. No party to this memorandum shall use name, logo or any other designation of any of other parties without prior written consent.

1.03 Term:

This MoU shall be effective for a period of six (06) years from the date of execution of this MoU. This MoU may be extended for any additional period with mutual consent of both the institutions.

1.04 Termination:

Either institution may terminate this MoU at any time without any explanation of the cause by giving three (03) months written notice to the other. Upon termination, the provisions of this MoU and corresponding programme agreements shall continue to apply to ongoing activities until each is complete, up to a maximum of one (01) year from the effective date of termination.

2.01 Language:

This MoU is prepared in English and may also be prepared in any other language as required by any of the party. In the event of an inconsistency, the English version shall apply and be binding on the parties.

2.02 Confidentiality:

(a) Confidential Information includes all communication of information/ideas disclosed/derived in documentary or tangible form between the Institutions, including oral, written and machine-readable form, pertaining to the purpose of the visit/exchange of the students. In the case of such information disclosed orally or visually, the Disclosing Institution shall confirm in writing the fact and general nature of each disclosure within thirty (30) days after it is made. The Institution disclosing the Confidential Information shall be referred to as the Disclosing Institution. The Institution receiving the Confidential Information shall be referred to as the Receiving Institution.

(b) Confidential Information includes the information:

- (i) Disclosed by or on behalf of the Disclosing Institution to the Receiving Institution,
 - (ii) Otherwise learned or ascertained by the Receiving Institution from inspection and/or evaluation of sample/s identified by the Disclosing Institution as confidential and provided to the Receiving Institution by or on behalf of the Disclosing Institution (sample/s) and/or, otherwise learned or ascertained by the Receiving Institution from the Disclosing Institution.
- (c) The Receiving Institution will not disclose Confidential Information of the Disclosing Institution to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Institution uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the Institutions in maintenance of confidential information.
- (d) The Receiving Institution will use the confidential information only for the above-mentioned purposes.
- (e) The Receiving Institution will restrict disclosure of the confidential information of the Disclosing Institution solely to those employees, subsidiaries, parent, and affiliated companies of Receiving Institution having a need to know such Information to accomplish the purpose stated above. The Parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.
- (f) The obligation of non-disclosure of confidential information shall survive for three (03) years after expiry/termination of this MoU.

2.03 Indemnification:

Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. All the dispute in regard to this MoU will be settled mutually or can be addressed in the Lucknow Court.

2.04 Arbitration:

In case there be a dispute relating to any aspect of academic or research collaboration, the Vice Chancellors of KGMU and UoL will jointly resolve dispute in a spirit of independence, mutual respect, and shared responsibility.

2.05 Warranty Authority:

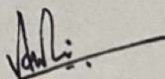
The person(s) executing this agreement on behalf of the Institutions represent and warrant that each has been duly authorized to execute this MoU on behalf of the

institution and will 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.

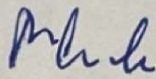
IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the parties, have on behalf of the parties signed the present Memorandum of Understanding, in two (02) originals at Lucknow, on this day September 23, 2020.

For and on behalf of UoL



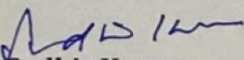
Prof. Alok Rai
Vice Chancellor
University of Lucknow
Lucknow

For and on behalf of KGMU



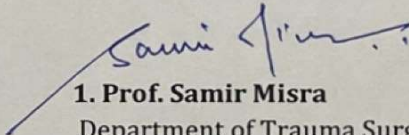
Lt. Gen. (Dr.) Bipin Puri
Vice Chancellor
King George's Medical University
Lucknow

Witness and Coordinator:

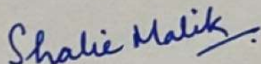


1. Prof. Sudhir Kumar
Head, Department of Zoology
University of Lucknow
Lucknow

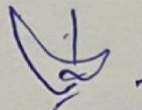
Witness and Coordinator:



1. Prof. Samir Misra
Department of Trauma Surgery
King George's Medical University
Lucknow



2. Dr. Shalie Malik
Associate Professor
Department of Zoology
University of Lucknow
Lucknow



2. Dr. Anurag Rai
Associate Professor
Thoracic Surgery and Vascular Surgery
King George's Medical University
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