

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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**MEMORANDUM OF UNDERSTANDING (MoU)  
BETWEEN  
LUCKNOW UNIVERSITY  
AND  
TCG LIFESCIENCES PVT. LTD., KOLKATA  
FOR  
COLLABORATIVE RESEARCH AND JOINT PH.D.  
PROGRAMME**

**THE MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MoU) made and entered in duplication on this 4<sup>th</sup> day of March in the year 2023 between **Lucknow University, Uttar Pradesh** of the one part

AND

**TCG Lifesciences Limited** having its registered office at Block BN, Plot-7, Sector-V, Salt Lake, Kolkata -700091, West Bengal (herein called TCGLS which shall include its subsidiary companies as well as affiliates companies in lifesciences, incorporated by promoters of TCGLS) on the other part.

Page 1 of 5



## PREAMBLE

Whereas the LUCKNOW UNIVERSITY has the objective to provide facilities and promote studies in emerging areas of higher education on the frontiers of science, technology, and management education. In pursuance of the objective, the Institute has been endeavoring to develop closer relationship with the corporate world so that the synergy between academics and business world can be reaped to the fullest extent.

Whereas TCGLS, a leading company engaged in contract research services and informatics providing services to global pharmaceutical and biotechnology companies in the area of drug discovery & development as well as involved in basic research. The company presently has more than 900 scientists (including approx.250 PhDs), operating from Kolkata, Hyderabad, USA and Europe.

NOW, THEREFORE, IT IS HEAREBY AGREED TO BY AND BETWEEN LUCKNOW UNIVERSITY AND TCGLS AS FOLLOWS:

### 1. PERIOD OF MoU

This MoU comes into effect from the date of its signing and will remain in force for a period of 10 years on renewal basis.

### 2. SCOPE OF THE WORK

The details of the agreements are as given below:

#### i. Collaborative Research Program

- a) The LUCKNOW UNIVERSITY and TCGLS would work together in writing the research proposals in the area of chemical and biological sciences primarily aligned to pharmaceutical industry needs for funding from various national and international funding agencies.
- b) The terms and conditions regarding sharing of work, facilities, data, Intellectual Properties and others related issues in case of joint research work shall be decided in advance for each proposal/project individually in writing by both the parties.

#### ii. Joint Ph.D. Program

- a) The regular Masters staff of the TCGLS, as nominated by them, shall be eligible to apply for Ph.D. programs of the LUCKNOW UNIVERSITY as per Ph.D. ordinance of Lucknow University.
- b) The staff of TCGLS shall have to fulfill all the conditions laid down in the ordinance for Ph.D. of the University, including, course work, research work and publications as applicable to any other candidates.





- c) In the case of any change in the provisions of the ordinance for Ph.D., the same shall be applicable to the candidates registered for Ph.D. with Lucknow University and working in TCGLS.
- d) The candidates working in TCGLS can join the part time Ph.D. program as per the Ph.D. ordinances of the University of Lucknow. They will have to participate in the admission procedure as decided by the University.
- e) The candidates working in TCGLS who are admitted to the part time Ph.D. program shall work under supervision of the regular faculty of the University. However, for day-to-day supervision of the Ph.D. work, TCGLS shall nominate a senior Ph.D. staff member as a co-guide who has a minimum of five years' regular experience in conducting/supervising research work and fulfilling the eligibility of co-guide as laid down in the Ph.D. ordinances of the University of Lucknow. In the event the co-guide leaves the employment of TCGLS, the company shall submit the name of another eligible staff member in place of the earlier co-guide, which would be subject to approval by the Board of studies of Department of Chemistry, University of Lucknow.
- f) The candidates of the TCGLS shall work in the laboratory of TCGLS and LUCKNOW UNIVERSITY, as desired mutually by the supervisor.
- g) For effective supervision of the candidates, supervisors both from LUCKNOW UNIVERSITY and from TCGLS shall undertake video conferencing, mutual visits, as and when required.
- h) TCGLS shall bear the travel expenses of mutual visit.
- i) In the event the TCGLS sponsored PhD candidate during his PhD program resigns from TCGLS or gets terminated from the employment with TCGLS, the said candidate will not be allowed to carry on with his PhD under this MoU and the said candidate shall be liable to refund back TCGLS the financial loss incurred by them.

iii. **Management of this MoU**

For the smooth implementation and operation of this MoU, an 'alliance management team (AMT)' shall be formed which would constitute of 6 members with 3 members nominated by each party. The AMT shall look into various operational aspects and lay down 'specific operating procedures (SOPs)' from the time to time. The SOPs formed and signed by AMT would be binding on both parties till they are not revised or rescinded by AMT. Both parties will have liberty to change its nominated members under intimation to the other party.

iv. **Communication between LUCKNOW UNIVERSITY and TCGLS**

Both parties shall maintain regular communication and exchange data and other information in such manner and frequency as mutually decided on case-to-case basis. All information exchanged shall be confidential in nature unless the same is in public domain or the recipient has been allowed to treat the same as non-confidential by the other party. The disclosure of the same shall be governed by the Secrecy Clause of the MoU. The mode of communication will include personal



meetings, teleconferences, video conferences, emails, postal communications, use of electronic media, etc.

**v. Other Measures to promote closer Ties**

The LUCKNOW UNIVERSITY and TCGLS shall work together to promote closer interaction between scientists of TCGLS and faculty of the LUCKNOW UNIVERSITY through various measures such as organizing joint seminars, workshops, talent hunt competitions etc.

**3. Right of the Ownership/Technology Transfer and Utilization**

The know-how generated from joint efforts will be the joint property of LUCKNOW UNIVERSITY and TCGLS. It shall be the responsibility of both parties jointly with equal share to take necessary action for protection of intellectual property arising out of joint efforts through proper instruments, such as, patents, copy right and publications and commercialization etc.

**4. Secrecy**

It is hereby agreed that the participating agencies shall keep information including but not limited to data, document, structure, formulae, know-how collected completely secret and disclosure shall be made on the terms and conditions mutually agreed upon.

**5. Termination**

In case of any default by either party, the aggrieved party shall intimate the other party of its grievance and give the defaulting party a reasonable opportunity to make good the default, failing which, the matter will be put up for arbitration as defined below. In the event the arbitration bench fails to reach a consensus for dispute resolution, the aggrieved party will be at liberty to issue a termination notice to the other party. The notice period will be 6 months.

It has also been understood by both the parties that in case of termination of this MoU, the rights and responsibilities of both the parties will continue in terms of the TCGLS candidates enrolled for PhD program till they complete their PhD and in terms of collaborative research projects till the projects are completed.

**6. Funding**

- 1) The specific proposal of research shall be made jointly by the concerned supervisor from LUCKNOW UNIVERSITY and TCGLS.
- 2) TCGLS shall make the funding for the project outlay.
- 3) The release of fund may be made by TCGLS, annually as per the progress of the project.

**7. Arbitration**





In the event of any question, dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning scope, operation or effect of this Agreement or the validity of the branch thereof shall be referred to Arbitration wherein **Prof. Alok Kumar Rai, Vice-Chancellor, LUCKNOW UNIVERSITY** and **Mr. Anirban Mitra, AVP and Head- HR & Admin, TCGLS** will constitute the arbitration bench. In the event they fail to resolve the dispute within a period of 3 months from the notification by one party to other of the existence of such dispute, then the provisions of Indian Arbitration and Conciliation Act, shall apply.

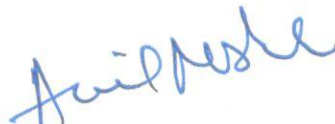
#### 8. Governing Law

The law of India shall govern this Contract for the time being in force. IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this Agreement on the day, month and year first above written in presence of:


On behalf of University of Lucknow


By:   
Name: Prof. Alok Kumar Rai  
Title: Vice Chancellor  
University of Lucknow  
Date:

By:   
Name: Prof. Poonam Tandon  
Title: Dean, Academics  
University of Lucknow  
Date:

By:   
Name: Prof. Anil Mishra  
Title: Head, Department of Chemistry  
University of Lucknow  
Date:

On behalf of TCGLS, Kolkata

By:   
Name: Mr. Anirban Mitra  
Title: AVP and Head - HR & Admin  
TCG Lifesciences Limited  
Date:

By:   
Name: Ms. Ipsita Chakraborty  
Title: Associate Director-HR  
TCG Lifesciences Pvt. Ltd.  
Date:

