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MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE
RESEARCH WORK

1. THE MoU

1.1 This MoU made and entered into on this 16th day of June two thousand twenty one between Sambalpur university (established by Odisha Legislature vide Act No: 22 of 1966), Jyoti Vihar – 768019, Sambalpur, Odisha,

And

1.2 The G.C.R.L. A Unit of S.S.N. AYURVED COLLEGE & R.I., NRUSINGHNATH, Bargarh, Odisha which expression shall where the context so admits include its successors and permitted assigns of the other part.

2. PREAMBLE

Whereas Sambalpur University is working and has developed expertise and facilities in Drug Development (natural and synthetic products) for therapeutic application.

And whereas the G.C.R.L. A Unit of, S.S.N. AYURVED COLLEGE & R.I., NRUSINGHNATH is working at Paikmal, Bargarh and has developed facilities and expertise in clinical evaluation (human subjective) of natural and synthetic compounds.

And whereas SAMBALPUR UNIVERSITY is interested to collaborate with G.C.R.L. NRUSINGHNATH, BARGARH, ODISHA for getting support and guidance for (a)

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Clinical evaluation (Human subjective) of their compounds (natural and *ayurvedic*) which are biologically promising, (b) to undertake research proposals in collaboration and (c) to supervise M.Sc, M.Phil and Ph.D students jointly for their dissertation works.

And whereas G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA is interested to collaborate with SAMBALPUR UNIVERSITY for getting supports and guidance for (a) drug development for therapeutic application, (b) to undertake research proposals in collaboration, (c) to supervise P.G and Ph.D students jointly for their dissertation works and (d) to provide technical supports and monitoring of research proposals under the Multi Disciplinary Research Unit (MRU).

And whereas both SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA therefore, willing to provide a platform for broad based collaboration between the institutes for being mutually supportive to each other.

And now, therefore SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH enter into a MoU with the following terms and conditions.

3. Purpose and Objectives

- 3.1 To form a nucleus for promoting excellent quality of research and development works in the areas of novel drug development for therapeutic application and in related fields by sharing the capacities of each other.
- 3.2 To club the expertise, resources and facilities available at both institutes in accomplishing the assigned work as well as enduring new research field of common interest.
- 3.3 To conceptualize and submit new projects independently or jointly with cooperating each other with clear-cut spell out of financial implication as required for the project.

4. FINANCIAL ASPECTS

- 4.1 In case, both the parties submit joint project proposal(s) and get funding from outside agency, then the expenditure shall be met as per guidelines of the project.
- 4.2 The expenditure for the works carried out at respective places shall be met by the corresponding party from their own sources. However, if the expenditure/work involves payment to a third party, then the expenditure shall be shared equally.
- 4.3 In case of visit of team members from either side to other side, the travel expenditure shall be met by the respective travelling party and the local hospitality shall be provided by the receiving institutes, SAMBALPUR UNIVERSITY or G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA.

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Third Party Based projects*

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Nrusinghnath P.O., Pakhna
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4.4 The Intellectual Property Right (IPR) generated through the collaborative research programme shall be jointly owned by SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA.

5. MODALITIES OF COLLABORATION

5.1 A joint monitoring group shall be constituted under the platform of Multi Disciplinary Research Unit (MRU) which shall consist of at least two persons each from the SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA. The monitoring group shall identify the work to be done by SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA the targets, milestones and criteria for completion of work etc. It shall also review progress of works under the MoU.

5.2 The students particularly enrolled under M.Sc, M.Phil, Ph.D & Post Doctorate in the SAMBALPUR UNIVERSITY as well as the students enrolled under BAMS, P.G and Ph.D in S.S.N. AYURVED COLLEGE & R.I., NRUSINGHNATH, BARGARH, ODISHA will be allowed to carry out their project works using the instruments and infrastructures available at both the Institutes.

5.3 Undertake research proposals in collaboration by the SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA under the platform of Multi Disciplinary Research Unit (MRU) in G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA.

5.4 Clinical evaluation (Human subjective) of the compounds (natural and synthetic) developed by SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA which are promising using the available facilities and resources at both the Institutes.

5.5 If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal or otherwise.

5.6 If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.

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- 5.7 Researchers from both the organizations will share the authorship in any publication resulting from the collaborative work. Neither of the researchers will publish the work carried out under this MoU without knowledge of the other.
- 5.8 In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.
- 5.9 SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA shall make provisions to share their respective important R&D facilities in order to promote research interaction in the areas of cooperation.
- 5.10 SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA shall permit the sharing of software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two organizations. However, responsibility for safety of software and other materials during the exchange will rest on respective organizations.
- 5.11 SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective organizations.
6. **EFFECTIVE DATE AND DURATION OF MoU**
- 6.1 This MoU shall be effective from the date of its approval by competent authorities at both ends.
- 6.2 The duration of the MoU shall be for a period of 5 years from the effective date.
- 6.3 During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the Scientists/Researchers/Students who have been admitted to pursue a program under the MoU.
- 6.4 Any clause or article of the MoU may be modified or amended by mutual agreement of SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA.

7. **CONFIDENTIALITY**

During the tenure of the MoU both SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this

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MOU for any purpose other than in accordance with this MoU. Both SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or projects. Further both SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However, confidential information shall not include any data or information which:

- i. is or becomes publicly available through no fault of the receiving party
- ii. is already in the rightful possession of the receiving party prior to its receipt of such data or information
- iii. is independently developed by the receiving party without reference to the confidential information of the disclosing party
- iv. is rightfully obtained by the receiving party from a third party or is in the public domain
- v. is disclosed with the written consent of the party whose information it is or
- vi. is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

8. AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

9. RESOLUTION OF DISPUTES

9.1 This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Sambalpur.

9.2 The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the

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Shri Ve. Prasad

dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Bhubaneswar and Language of arbitration shall be English.

10. MISCELLANEOUS

10.1 The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

10.2 Both SAMBALPUR UNIVERSITY and G.C.R.L., NRUSINGHNATH, BARGARH, ODISHA shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.


10.3 No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

10.4 After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Registrar,
Sambalpur University,
Jyoti Vihar, Sambalpur, Odisha

Witness:

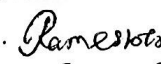
1. 
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2. 
16/6/2021

Date: 16/06/2021.

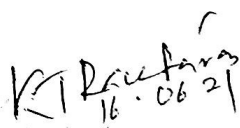
Principal
S.S.N. Ayurved College & R.I.,
Nrusinghnath, Paikmal,
Bargarh, Odisha

Witness:

1. 
(Sr. Clerk)
16.06.2021

2. 
DR Shiva Prasad Mohanty, sp- Umed
ASSO. PROFESSOR, Dravyasana Chandra

Date: 16/06/2021.


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Principal
S.S.N. Ay. College & R.I.
Nrusinghnath P.O. Paikmal
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