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M 465091

MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE RESEARCH WORK

1. THE MoU

1.1 This MoU made and entered into on this ^{1st}..... day of ^{July}..... 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 VSS Institute of Medical Sciences & Research, Burla-768017, Sambalpur, Odisha here-in-after called the **VIMSAR** which expression shall where the context so admits include its successors and permitted assigns of the other part.

2. PREAMBLE

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

2.2 Whereas the VIMSAR is working at Burla and has developed facilities and expertise in experimental evaluation (*in vitro*, *in vivo* animal testing and Human subjective) of natural and synthetic compounds.

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2.3 Whereas SAMBALPUR UNIVERSITY is interested to collaborate with VIMSAR for getting support and guidance for (a) experimental evaluation (*in vitro*, *in vivo* animal testing and Human subjective) of their compounds (natural and synthetic) 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.

2.4 Whereas VIMSAR 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.

2.5 Whereas both SAMBALPUR UNIVERSITY and VIMSAR therefore, willing to provide a platform for broad based collaboration between the institutes for being mutually supportive to each other.

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 VIMSAR.


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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 VIMSAR.

5. MODALITIES OF COLLABORATION

5.1 The students particularly enrolled under M.Sc, M.Phil, Ph.D & Post Doctorate in the SAMBALPUR UNIVERSITY as well as the students enrolled under MBBS, P.G and Ph.D in VIMSAR, 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 VIMSAR.

5.4 Experimental evaluation (*in vitro*, *in vivo* animal testing and Human subjective) of the compounds (natural and synthetic) developed by SAMBALPUR UNIVERSITY and VIMSAR, 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.

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 VIMSAR shall make provisions to share their respective important R&D facilities in order to promote research interaction in the areas of cooperation.


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5.10 SAMBALPUR UNIVERSITY and VIMSAR 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 VIMSAR 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. ETHICS ON HUMAN PARTICIPANTS FOR RESEARCH

(As per clause 4.2.2 of the book "National Ethical Guidelines for Biomedical and Health Research involving Human Participants" published by ICMR 2017)

6.1 The host, VIMSAR allows its Ethics Committee to review the research proposals of Sambalpur University.

6.2 The MoU is signed between VIMSAR as host institution and Sambalpur University as user institution for the purpose.

6.3 The user institution has provided a "No Objection Certificate" for this and agrees to be overseen by the Ethics Committee of the host institution.

6.4 The Ethics Committee of the host institution will have access to all research records including the source documents and research participants for continuing review of the implemented project including site visits.

6.5 The Ethics Committee of the host institution will undertake site monitoring and will have all the rights and responsibilities related to ethical review of the projects submitted by the user institution.

7. ETHICS INVOLVING ANIMALS FOR RESEARCH

7.1 The host, VIMSAR allows its Animal Ethics Committee to review the research proposals of Sambalpur University.

7.2 The MoU is signed between VIMSAR as host institution and Sambalpur University as user institution for the purpose.

7.3 The user institution has provided a "No Objection Certificate" for this and agrees to be overseen by the Ethics Committee of the host institution.

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7.4 The Ethics Committee of the host institution will have access to all research records including the source documents and research participants for continuing review of the implemented project including site visits.

7.5 The Ethics Committee of the host institution will undertake site monitoring and will have all the rights and responsibilities related to ethical review of the projects submitted by the user institution.

8. EFFECTIVE DATE AND DURATION OF MoU

8.1 This MOU shall be effective from the date of its approval by competent authorities at both ends.

8.2 The duration of the MoU shall be for a period of 5 years from the effective date.

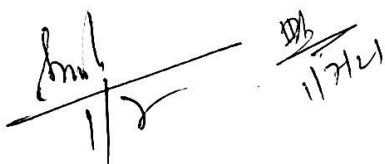
8.3 During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the Scientists/Researchers/Students who have been admitted to pursue a program under the MoU.

8.4 Any clause or article of the MoU may be modified or amended by mutual agreement of SAMBALPUR UNIVERSITY and VIMSAR.

9. CONFIDENTIALITY

During the tenure of the MoU both SAMBALPUR UNIVERSITY and VIMSAR will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU. Both SAMBALPUR UNIVERSITY and VIMSAR 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 VIMSAR 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,

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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.

10. 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.

11. RESOLUTION OF DISPUTES


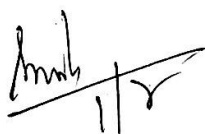
11.1 This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Bhubaneswar.

11.2 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 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 Reconciliation ACT, 1996. The venue of arbitration shall be Bhubaneswar and Language of arbitration shall be English.

12. MISCELLANEOUS

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

12.2 Both SAMBALPUR UNIVERSITY and VIMSAR 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.



12.3 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.

12.4 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

Registrar
VSS Institute of Medical Sciences & Research
Burla, Sambalpur, Odisha

Witness:

1. H. Nayak
01/07/2021

2. S. K. Nayak
1/7/2021

Date: 01/07/2021

Witness:

1. S. K. Nayak
1.7.2021

2. S. K. Nayak
01/07/2021

Date: 01/07/2021