

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**SRI RAMACHANDRA INSTITUTE OF HIGHER EDUCATION AND RESEARCH,
CHENNAI, INDIA**

AND

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, TIRUPATI

THIS MEMORANDUM OF UNDERSTANDING (MoU) is executed at Chennai on this 3rd day of December, 2018 **by and between Sri Ramachandra Institute of Higher Education and Research**, a Deemed to be University, declared by the Govt. of India under Section 3 of the UGC Act, 1956, having its registered office at Porur, Chennai – 600 116, India and represented by its Professor of Eminence & Dean (Research) Dr. S. P. THYAGARAJAN, hereinafter referred to as '**SRIHER**' (which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns) of the One Part; **and INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, TIRUPATI**, an Institute/University established and registered under Andhra Pradesh division Act, having its registered office at Tirupati and represented by its Director, Prof K.N. Ganesh, hereinafter referred to as '**IISER**' (which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns) of the Other Part (hereinafter collectively referred to as "the Parties" and individually as "the Party") WITNESSETH AS FOLLOWS:-

WHEREAS, 'SRIHER' being a premier teaching and research institution in medical, dental, pharmacy, basic medical sciences and allied health sciences, has well qualified and professional faculty members, visiting faculty drawn from Industries, Universities and R & D Institutions and whereas **SRIHER** with its high teacher student ratio facilitates higher education for under graduates and post-graduates, health care and research leading to publications, R & D activities and public health services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories, workshops and computerized library etc.



AND WHEREAS 'IISER' which was established in 2015 and recognized by the Govt of India, MHRD as a national institute for Science Education and Research of international standards.

AND WHEREAS both the Institutions work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large and whereas both **SRIHER** and **IISER** are convinced about the mutual benefit of forging formal linkage to develop collaborative teaching and research programmes in the areas of their core competence with special focus on Biology and Biomedical research in relation to human diseases;

NOW, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1.0. Objectives of collaboration

- 1.1. To collaborate and co-operate with each other in order to enhance the quality of teaching, training and research activities.
- 1.2. To provide for exchange of students and other researchers of one institution with the other institution.
- 1.3. To provide opportunities for both faculty members and students to use the expertise and facilities available in both institutions through training of students/staff and through exchange of thoughts by brain storming sessions/seminars/workshops and conferences.
- 1.4. To share clinical samples and know-how and related clinical expertise available at **SRIHER** with **IISER** under mutually agreed framework.
- 1.5. To share research infrastructure and expertise available at **IISER** with **SRIHER** under mutually agreed framework.
- 1.6. To jointly publish research papers in reputed international journals and leverage the same for developing additional collaborative linkages via procuring Biocluster-facilities through extramural funding schemes.
- 1.7. To work jointly for the common research interest at national and international level. This includes preparation of research proposals and their implementation as per the national health priorities.



1.8. To support the exchange of academic and training material including access to library and other digital resources of each other.

1.9. To encourage any other activities that both the institutions agree to be of mutual benefit.

2.0. Areas of collaboration

The Institutions herein have, after considering their objectives and strengths, agreed to work together and collaborate in the following areas of interest: cancer biology, neurodegenerative diseases, metabolic diseases, microbiomes associated with infectious organisms, genome disorders associated with human genetic diseases.

2.1.0. Twinning Academic Programmes

2.1.1. To facilitate to run programmes in a twinning mode by exchanging faculties and students between **SRIHER** and **IISER**.

2.2.0. Joint research programmes

2.2.1. **SRIHER** and **IISER** may submit joint research proposals to national and international funding agencies in the areas of scientific research. For this purpose, roles and responsibilities of participating faculty members will be finalized on mutual discussion between the parties hereto in advance and confirmed by exchange of communications.

2.2.2. The procedural aspects of collaboration including financial obligations of each of the parties hereto shall be finalized on mutual discussion in respect of each specific project under this MoU and a separate agreement containing specific terms and conditions therefore will be executed between the parties hereto.

2.3.0. Joint study programmes

2.3.1. Ph.D scholars working at **SRIHER** will be allowed to carry out a part of their research work (if required) at a selected Department in **IISER**, vice-versa depending upon specific requirements.



2.3.2. Mobility of Professors/Faculty of **SRIHER** and **IISER** and vice-versa for Ph.D. will be _ encouraged.

2.3.3. Besides Ph.D. programme, arrangement of joint study programme may also be considered at Post-graduate level including credit sharing, subject to conditions as may be framed from time to time by statutory bodies.

3.0. Confidentiality

3.1. Both parties hereunder agree that any information disclosed by one party to the other while carrying out collaborative activities under this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.

3.2. All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.

4.0. Intellectual property rights (IPR) protection

4.1. IPR generated during the activities under the MOU shall be shared jointly. The extent of ownership shall be decided mutually depending upon the relative level of intellectual inputs made by the parties.

4.2. The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by authorized authorities of **SRIHER** and **IISER** mutually.

4.3. Both parties shall not file any application for seeking IPR/patent in its own name or in the name of its associates or any other person(s) on any matter relating to the information developed under this MOU. However, they can seek intellectual property rights on joint names of the parties as may be mutually agreed, on case to case basis.

4.4. The above principles will apply to all the activities of IPR such as patenting, technology transfer and commercialisation of invention developed out of the activities covered under this MOU.



5.0. Publication

5.1. Publications, if any, in respect of the activities covered under this MOU shall be in the names of involved personnel from both parties. In all publications (papers, reports etc.,) it will be duly acknowledged that the work has been carried out by **SRIHER** and **IISER** Tirupati under this MOU between the parties.

5.2. All ethical guidelines of research publication existent at both the Institutions will be followed strictly.

6.0. Financial Commitment

6.1. This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, except as may be provided in activity-specific agreement(s) that may be entered into subsequently.

7.0. Implementation and monitoring

7.1. The Steering Committee will monitor the progress of collaborative activities under the MoU on a quarterly basis and compliance of the terms and conditions specified therefor and furnish a progress report to the top Management of each Institution twice in a year.

8.0. Term and termination

8.1. This Memorandum of Understanding will be in force for a period of five years from the date of signing of the same and thereafter may be renewed for further period of five years subject to such other terms and conditions as may be mutually agreed upon.

8.2. Notwithstanding sub-clause 7.1., this MoU may be terminated by either party by issuing a two months notice in writing to the other party prior to the desired termination date. However, both parties agree that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of termination.



9.0. Notices

9.1. All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail addressed to the Vice Chancellor, **SRIHER** at its office in Porur, Chennai 600 116 and delivered at or posted by registered mail addressed to **IISER** Tirupati , at its transit campus at Sree Rama engineering college, Karakambadi Road, Tirupati, 517507.

10.0. Force Majeure

10.1. Any of the parties hereto shall not be released from its obligations for any reason except for force majeure such as war, strike, fire, act of God or other causes beyond the control of the parties.

11.0. Miscellaneous

11.1. No modification to this MOU shall be binding unless it is made in writing and signed by both parties.

11.2. If any provision of this MoU is held by any Court or other competent authority to be illegal, void or unenforceable in whole or in part, this MoU shall continue to be valid in respect of the other provisions thereof.

11.3. Nothing in this MoU shall constitute, or be construed, a party as the partner, agent, employee or representative of the other party. Either of the Parties hereto must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligation on behalf of the other Party without the prior written approval of the other Party.

11.4. Each of the parties hereto agrees to comply with all laws applicable to the party concerned in respect of the activities undertaken in pursuance of this MoU.

12.0. Arbitration and Jurisdiction

12.1. Any dispute arising out of or in connection with this Memorandum of Understanding or relating to its enforcement will be resolved by the parties hereto amicably. However, if the dispute remains unresolved, it shall be referred to an Arbitrator to be appointed by mutual consent of both the parties.

12.2. The place of arbitration shall be at **IISER** Tirupati or **SRIHER**, Chennai and the arbitration proceedings shall be as provided under the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding upon both the parties.

12.3. All legal disputes shall be subjected to the jurisdiction of the Courts in Chennai

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MoU ON THE DATE SET FORTH ABOVE.

**(i) For and on behalf of Sri
Ramachandra Institute of Higher
Education and Research (DU)**


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**Name: Dr. S. P. Thyagarajan
Position: Professor of Eminence &
Dean (Research), SRIHER
Porur, Chennai – 600 116**

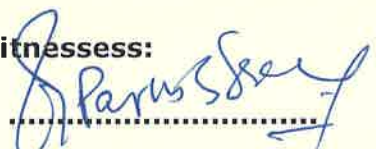
**(ii) For and on behalf of
IISER Tirupati**


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**Name: Dr. K. N. Ganesh
Position: Director, IISER
TIRUPATI – 517 507**

Witnesses:

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Witnesses:

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