



MEMORANDUM OF UNDERSTANDING (MOU)

between

Jamia Millia Islamia, New Delhi

and

CSIR – Institute of Genomics & Integrative Biology, New Delhi

Jamia Millia Islamia, will be herein after referred to as **JMI** and the **CSIR Institute of Genomics & Integrative Biology**, Delhi, a laboratory of Council of Scientific and Industrial Research as **CSIR-IGIB**.

This **MOU** sets down the mutually agreed broad framework for joint research and academic activities in various fields of interest. It also incorporates the modalities for collaboration.

1. PREAMBLE

- 1.1 **JMI** is a central university under the University Grant commission, Govt of India having extraordinary infrastructure, specialized research activities, teaching and training programmes. JMI conducts research on a wide range of topics of public health concern. The clinical research and education activities of JMI encompass a wide spectrum of basic and translational research domains and are acclaimed internationally.
- 1.2 **CSIR-IGIB** is one of the premier research laboratories of the CSIR, with an extensive array of sophisticated equipment and highly qualified staff, carrying out advanced research in biochemical technology and genomic including various aspects of molecular medicine.
- 1.3 The activities of **JMI** and **CSIR-IGIB** are in several ways complementary. These research activities will be fulfilled by jointly working on the areas of interest and utilizing the research facilities from the respective Institutes. The facilities at **JMI** covering the broader areas in biotechnology, structural biology, nanotechnology, chemical science and physical sciences will be utilized. Facilities at **CSIR-IGIB** like animal house, molecular biology, computational biology, high-throughput genome sequencing and stem cell biology will be desirable. It is therefore felt that initiating collaborative research programmes would be of considerable mutual benefit.

2. PURPOSE:

JMI and **CSIR-IGIB** desire to implement, in the areas of mutual interest, cooperative and collaborative activities, which would address multidisciplinary scientific, technological and educational problems of relevance to the country.



This is facilitated by the instrument of this **MOU** as follows:

ARTICLE - 1

Consistent with the goals and purpose of the collaboration, **JMI** and **CSIR-IGIB** propose to initiate joint multidisciplinary research. The parties anticipate that the collaborative platform contemplated by this agreement will lead to the development of specific projects, each of which may have academic, clinical and commercial implications. Each specific project proposal will set out in detail the complete responsibilities and commitments of each party for the specific project. The parties acknowledge and agree, however, that this agreement does not obligate them to enter into any further agreement. For each specific project, both parties will obtain concerned Institutional Committees clearances from their respective Institutions and all guidelines with respect to laboratory / animal / clinical studies will be adhered to.

Other projects would be taken up to include other areas as mutually agreed upon involving faculty, research scholars and students from different departments/divisions of both the Institutes.

ARTICLE - 2

- a) The faculty and staff of **JMI** and **CSIR-IGIB** will hold regular meetings on problems of mutual interest.
- b) The faculty and research scholars of **JMI** and **CSIR-IGIB** will have access to the facilities of both Institutes, subject to their respective rules and regulations.
- c) The faculty and staff of **JMI** and **CSIR-IGIB** will jointly apply to the funding agencies for financial support for the collaborative research and academic programmes undertaken under this MoU.
- d) The faculty and staff will jointly report progress and accomplishment annually.
- e) For the research project envisaged under this agreement both parties shall seek funding separately or together from external or internal funding agencies. Except as expressly set forth in this agreement, neither party will have any financial or other contractual obligations to the other unless and until they enter into a separate written agreement.

ARTICLE - 3

Provision is hereby made for:

- a) The exchange of Faculty, research scholars, staff and students between the two institutes.
- b) The joint organization of Symposia, Seminars, Workshops and Lectures; and mutual sharing of data on collaborative projects.
- c) No formal day-to-day permission will be necessary for the faculty, research scholars, staff and students of the two institutes to work in the laboratories of other institute in connection with the research work/ projects approved jointly by the heads of the respective departments of **JMI** and **CSIR-IGIB**.



ARTICLE - 4

INTELLECTUAL PROPERTY:

- a) Important research findings arising out of the activities covered under this **MOU** may be published in/presented at national and international Journals / Conferences jointly with the mutual consent of collaborators. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.
- b) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party the Party concerned alone will apply for grant of IPR and once granted the IPR will be solely owned by the concerned Party.
- c) Knowledge developed, which can result in commercial exploitation would be IPR protected and filed jointly by both the institutes. The expenses involved in protecting the IPR shall be shared equally. However, if one of the institutes decides not to share the expenses for protecting IPR, then it should assign its rights to the other institute to enable the other institute to file for IPR protection.
- d) Neither party shall reveal intellectual property belonging to the other to any third party without the prior written concurrence of the other party.
- e) Any returns arising of commercialization of the Intellectual Property generated out of the programmes undertaken under this MoU, will be shared in proportion to be decided mutually by both the parties, on case-to-case basis and through exchange of letters.
- f) Nothing contained herein shall constitute this a partnership or joint venture agreement or constitute either party as the partner, principal or agent of the other, this being a MoU between independent contracting entities.
- g) Both parties shall abide by the Government Rules as applicable time-to-time.

ARTICLE - 5

NON-EXCLUSIVITY OF THE MOU

Notwithstanding anything contained in the provisions excepting Article - 4 of the **MOU**, either party or both parties together have the unrestricted right to seek additional funds for and/or to cooperate with any agency/institute for any of the projects covered by the **MOU**.

ARTICLE - 6

Any article of the **MOU** may be modified or changed by mutual agreement of the parties hereto in writing. The modifications/changes shall be effective from the date on which they are modified/extended unless otherwise agreed to.



ARTICLE - 7

All disagreements/differences of opinion/disputes regarding the interpretation of the provisions of this **MOU** shall be resolved by mutual consultation by the signatories. However, in case the dispute persists, the matter shall be referred to and finally resolved by arbitration to be conducted by the sole arbitrator to be nominated by DG-CSIR in consultation with Vice Chancellor, JMI such that the nominated arbitrator is mutually acceptable to both parties. The award of the arbitrator shall be final and binding on the parties. The arbitration proceedings will be conducted in accordance with the Indian Arbitration & Conciliation Act, 1996. The place of arbitration shall be New Delhi. This MoU shall be governed by and construed in accordance with Indian laws.

ARTICLE - 8

GOVERNING LAW:

All research activities undertaken jointly by **JMI** and **CSIR-IGIB** under this **MOU** will be governed by the Laws of the Republic of India.

Termination of MoU: The MoU can be terminated by either of the parties by giving 30 days notice in writing to the other party

ARTICLE - 9

The tenure of the **MOU** shall be for three years from the date of signing the **MOU**. Unless opted otherwise by either of the signatory parties to this **MOU**, the tenure shall be renewed automatically for another three years from the date of expiry of the first tenure.

In witness whereof the undersigned, duly authorized thereto, have signed this **MOU** on this day, 23rd Sept 2020.

A.P. Siddiqui, IPS
Registrar
Jamia Millia Islamia
New Delhi
जामिया मिल्लिया इस्लामिया / Jamia Millia Islamia
केन्द्रीय विश्वविद्यालय / Central University
नई दिल्ली / New Delhi - 110025

Witnesses:

- 1)
(M. ZAHID ASHRAF)
- 2)

Dr. Anurag Agrawal
Director
CSIR-Institute of Genomics & Integrative Biology, New Delhi
जीनोमिक्स और सम्वेद जीव विज्ञान संस्थान
CSIR-Institute of Genomics & Integrative Biology
माल रोड, दिल्ली-110007 / Mall Road, Delhi-110007

- 1)
Dr. JYOTI YADAV
Head PME DW

- 2)
Dr. Neha Fane