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Second Party	:	ICMR NATIONAL JALMA INSTITUTE FOR LEPROSY AND OTHE
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Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA

डा. अब्दुल माबूद खाँ
Dr. Abdul Mabood Khan
वैज्ञानिक 'जी' एवं प्रभारी निदेशक
Scientist 'G' & Director-in Charge
आईसीएमआर-एनजेआईएल एवं ओएमडी, आगरा
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GLA UNIVERSITY
Accredited with A+ Grade by NAAC
12-B Status from UGC

ICMR National JALMA Institute for Leprosy & Other Mycobacterial Diseases
भारतीय आयुर्विज्ञान अनुसंधान परिषद राष्ट्रीय जालमा कुष्ठ एवं अन्य माइकोबैक्टीरियल रोग संस्थान

MEMORANDUM of UNDERSTANDING

This MoU is made and executed on this 2nd day of April, 2024.

BY AND BETWEEN

GLA full name, Mathura, Uttar Pradesh, India (hereinafter called as GLA, a state University of U.P. established in 2010, which expression shall where the context so admits, include its successors and permitted assigns of the other part.

...PARTY OF THE FIRST PART,

And

Indian Council of Medical Research (ICMR), an organization under DHR Govt. of India serving as the Apex body for Biomedical research in India, having its office at V. Ramalingaswami Bhawan, Ansari Nagar, New Delhi – 110 029, India (hereinafter referred to as **"ICMR"** which expression shall where the context so admits, include its successors and permitted assigns) through its ICMR-National JALMA Institute for Leprosy and Other Mycobacterial Diseases having its premises at Dr. M. Miyazaki Marg, Tajganj Agra – **282 001** (hereinafter called ICMR-NJIL & OMD) which expression shall where the context so admits, include its successors and permitted assigns of the other part.

...PARTY OF THE SECOND PART

Both the GLA, Mathura and the ICMR-NJIL&OMD, Agra hereinafter shall jointly be referred to as "the Parties" and individually be referred to as "the Party".

1. Preamble:

ICMR-National JALMA Institute for Leprosy & Other Mycobacterial Diseases, Agra

WHEREAS ICMR-NJIL & OMD, has state-of-the-art facilities like BSL-3 labs, Molecular diagnosis laboratory, Proteomics Lab, other all well-equipped laboratories. The Institute has a major thrust on leprosy (40%), relevant areas of tuberculosis and other mycobacteria and

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pathogens of biomedical importance. The Institute is participating in and co-coordinating several multi-centric studies on Leprosy and Tuberculosis and other diseases.

GLA full name of the University Mathura

WHEREAS GLA was established in 2010. It offers undergraduate and post graduate courses. The University has contributed much to the growth and economic development of the country.

Now therefore, the Parties have agreed to come together and have decided to work jointly on the following terms and conditions in identified areas of mutual interest, in accordance with the prevailing, regulations and norms of either or both the Parties & Government of India, as may be applicable.

2. Scope of the MoU

This MoU, which is for **three (3) years**, is established to provide collaborative cooperation through:

i) **Collaborative Research Programs in specific fields of interest**

GLA and ICMR-NJIL&OMD will jointly identify specific fields to conduct collaborative research programs of mutual interest and benefit to both parties.

ii) **Trainee Programs**

Trainee-ship programs for students shall be explored and conducted at ICMR-NJIL&OMD in areas of mutual interest on mutually acceptable terms and conditions.

iii) **Faculty Exchange Programs**

Exchange programs for faculty shall be explored and conducted to mutually benefit both the parties.

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iv) **Sharing of Instrumentation Facility**

The instrumentation facilities shall be used as per the prevailing guidelines and procedures of the institutes.

v) **Submission of Joint projects-**

Project proposals may be jointly submitted to DBT, CSIR, DST, ICMR or any other funding agencies for extramural funding for carrying out further studies of selected project/molecules as per funding agency norms.

vi) Development of Academic Links

GLA Mathura and ICMR-NJIL&OMD, Agra agree to develop their academic links under the principle of mutual understanding, common interests and mutually complementary activities as outlined hereunder:

1. To provide opportunities for both staff and students to use the expertise and facilities available in both the organizations through training of students/staff and through exchange of thoughts by brainstorming sessions/seminar/workshops and meetings.
2. To work jointly for common research interests at national and international levels. This includes preparation of joint supervision of post-graduate (PG) and Doctoral (Ph.D.) students of GLA Mathura and ICMR-NJIL&OMD and submission of joint proposals for funding from national and international agencies and their implementation.
3. Research Students/Scientists/staff working in ICMR-NJIL&OMD may apply for Ph.D. programs in GLA (departments) as per their eligibility and as the GLA admission rules and regulations and guidelines and as per the availability of the seats in such courses. The Scientists/Researchers working at ICMR-NJIL&OMD will be recognized as Main Supervisor or Supervisor I as applicable for Ph.D. and Post-graduate (PG) thesis. This will be as per the byelaws of the GLA governing bodies for Ph.D. programme and ICMR-NJIL&OMD Agra.
4. Ph.D. and PG students working at GLA, if necessary, may be allowed to carry out full or a part of their research work in ICMR-NJIL&OMD and vice versa depending upon specific requirements.

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Both the parties shall extend all the necessary co-operation, facilities & expertise to the students as and when required as per ICMR/GLA norms.

5. GLA and ICMR-NJIL&OMD will independently cover the cost of chemicals and other expenditure incurred in connection with research collaboration.
6. Any IPR resulting from this collaboration originates from the joint work of the PhD and PG students, it shall be the joint property of GLA Mathura and ICMR-NJIL&OMD, Agra.

3. General Provisions

i. The MoU shall remain valid for a period of three (3) years from the last date of signing of the MoU.

ii. The collaborators shall initiate the work after obtaining necessary approval of the research project from Institutional Animal and Human Ethics Committee of GLA and ICMR-NJIL&OMD respectively along with National Biodiversity Authority (NBA) and/or State Biodiversity Boards (SSB) as applicable.

iii. The progress of implementation of the program shall be reviewed by ICMR-NJIL&OMD and GLA as mutually decided, and the benefits of the collaboration shall be shared mutually.

iv. Both Parties shall take necessary financial approvals from the competent authority for fulfilling the objectives of the program under Para 1 on a case-to-case basis.

v. Both Parties and their students can visit the collaborating institutes as per the requirements of the Project without any financial liability on each other and shall have also adequate insurance coverage without any financial liability on each other.

vi. The parties shall consult each other for any publication in respect of research work. These publications (papers, reports etc.) shall be in the names of actual research workers wherein it will be duly acknowledged that the work has been carried out under the collaborative research program of GLA and ICMR-NJIL&OMD. As a part of collaboration, the outcomes of the research under this MoU shall develop joint publication.

vii. Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU shall be jointly owned. The use of the name, logo and/or official emblem of the participants in 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 are not misused.

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viii. Applications for joint Patents will be filed in the name of institutions namely GLA and ICMR-NJIL&OMD.

ix. Both parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules, and regulations.

x. In case research is carried out solely and separately by a Party or the research results are obtained through the sole and separate effort of a Party, the Party concerned alone will apply for grant of IPR and once granted the IPR will be solely owned by the concerned Party.

xi. Any IP arising out of the Joint Intellectual input under the MoU shall be jointly owned by Parties (GLA and ICMR-NJIL&OMD) in the ratio of 50:50.

xii. All the costs related to the drafting, filing, prosecution, maintenance, and infringement of the IPRs including but not limited to patent applications/patents shall be shared equally between the Parties. Parties agree to share the drafting, filing, maintenance and prosecution cost of the aforesaid joint Patent equally for all territories till the validity of the Patent.

xiii. In case the joint patent is to be filed outside India then the charges for Patent search, drafting, filing, Prosecution, etc. with respect to aforesaid Joint Patents shall be shared equally between the Parties (GLA and ICMR-NJIL&OMD).

xiv. If either of the "Parties" does not intend to file/pursue an application for an IPR in any jurisdiction, then they shall permit the other "Party" to obtain the IPR and shall execute the necessary documents as and when required. However, the IPR shall continue to remain in the names of both the "Parties". Further, if one of the institutes decides not to share the expenses for protecting IPR, then in that case it shall assign its rights to the other institute to enable it to file for IPR protection.

xv. In case the collaborative research under this agreement is based on any "Biological Resource" obtained from/ occurring in India, then the necessary permission for filing any IPR must be taken from the National Biodiversity Authority, Chennai under the provisions of section 6 of the Biological Diversity Act of India, 2002.

xvi. The exchange of biological materials, if any, shall be governed by the applicable provisions of the Biological Diversity Act of India, 2002.

xvii. In case of research results obtained through joint activities under this MoU both Parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both

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the Parties to commercialize the technology jointly on mutually acceptable terms and conditions. Commercialization in any other country shall also be done jointly through a separate agreement.

xviii. Any product generated under the program shall be licensed to any industry jointly by GLA and ICMR-NJIL&OMD under a separate agreement after mutual consultation between GLA and ICMR-NJIL&OMD towards the fulfillment of point (xiii) stated above.

xix. The annual maintenance of the facility, including all the instruments, shall be the responsibility of each Party without any financial liability on each other.

xx. 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.

xxi. No amendment or modification of this MoU shall be valid unless the same is made in writing by all the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications shall be effective from the date on which they are made, unless otherwise agreed to.

xxii. Both Parties shall do their utmost to ensure the smooth and efficient implementation of the program.

xxiii. The Parties will use their best efforts to settle all matters in dispute amicably. All disputes and differences of any kind related to this MoU shall be jointly settled between Vice Chancellor, GLA Mathura and Director, ICMR-NJIL&OMD Agra.

xxiv. After termination of the MoU, neither of the Parties will be responsible for any losses, financial or otherwise, which the other Party may suffer. Upon termination or expiry of the MoU, Parties are obliged to keep the shared information confidential.

xxv. Abide by the prevailing policies with respect to the classified information/data. During the tenure of this MoU and thereafter, Parties undertake on their behalf and on behalf of their students and subcontractors or employees, representatives, or associates to maintain strict confidentiality and to prevent disclosure thereof to any third party, all the information and data exchanged or generated during the operation of the MoU.

xxvi. Both Parties agrees that except for court order requiring disclosure, neither shall disclose to any third Party without the written consent of the other, any information made available to the Parties, in the performance of work and/or generated under the performance of the work, under this MoU,

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except information which at the date hereof was in the public domain or known to either prior to the date hereof as evidenced by written documents subsequently.

xxvii. **This MoU has been executed in two originals (in a hardbound folder; one of these to be retained by GLA Mathura, and the other by the ICMR-National JALMA Institute for Leprosy & Other Mycobacterial Diseases, Agra.**

[Signature page follows]

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IN WITNESS WHEREOF, the Parties hereto, have hereunder set and subscribed their respective hands on the 2nd **day of April 2024**.

For and on behalf of the GLA University, Mathura

Signature with seal

Name: Mr. Ashok Singh

Designation: Registrar

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GLA University
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Witness:

1) **Dr Dilip Kumar Sharma**
   Dean, International Relations & Academic Collaborations

2) **Dr Shoor Vir Singh**
   HOD, Dept. of Biotechnology

For and on behalf of ICMR-National JALMA Institute for Leprosy & Other Mycobacterial Diseases, Agra

Signature with seal

Name: Dr Abdul Mabood Khan, 01/04/2024

Designation Scientist G & Director

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Witness:

KK Mohanty 02.04.2024

1) **Dr KK Mohanty Scientist G**

02/04/2024

2) **Dr Deepa Bisht, Scientist F**