



# TEERTHANKER MAHAVEER UNIVERSITY

(Established under Govt. of. U.P. Act. No. 30, 2008)

Delhi Road, Moradabad-244001 (U.P.) India

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## MEMORANDUM OF UNDERSTANDING (MOU)

This MEMORANDUM OF UNDERSTANDING FOR RESEARCH AND DEVELOPMENT

(Here in after referred to as the "MOU") is made and entered into on this 29 day of  
November, 2021

Apollo Hospitals Education and Research Foundation (ADSIR Recognized organization), AHERF having its Registered Office at 19. Bishop Gardens, Raja Annamalaipuram, Chennai (hereinafter referred to as AHERF which expression shall mean and include its successors and permitted assigns) represented by its duly authorized representative (as applicable), of the FIRST PART;

AND

Teerthanker Mahaveer University, a full-fledged State Private University established by Act No. 30 of 2008 of the Government of Uttar Pradesh and has been approved by University Grants Commission under Section 2 of UGC Act, 1956 situated at Delhi Road, NH 24, Bagadpur, Uttar Pradesh 244001 (Hereinafter referred to as "TMU"; which expression shall, unless repugnant to the subject, context of meaning thereof, be deemed to mean and include its representative, administrators, successors and assigns) of the Second Party.

AHERF and TMU Moradabad are referred to as the "Party" individually or "Parties" collectively, as the context may demand.





## RECITALS

### WHEREAS

- A. AHERF and TMU Moradabad have agreed to cooperate & collaborate and pursue clinical/ application oriented RESEARCH PROGRAMMES promoting education, clinical research, innovation etc through AHERF funding by supporting research programs / fellowships.
- B. To pursue this co-operation and collaboration, AHERF and TMU Moradabad have arrived at the following general understanding on terms and conditions which would be further detailed in the project specific Memorandum of Agreement ("MoA").

NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

### 1. DEFINITIONS:

Unless repugnant to the subject or context thereof, the following expressions with their grammatical variations herein used shall have the meanings ascribed hereunder:

**"Intellectual Property Rights"** means the rights to patent(s), copyright(s), design(s) and other intellectual property whatsoever (whether qualifying for registrations or not) with respect to the research work.

**"Back ground Intellectual Property"** refers to intellectual property already created by AHERF and TMU Moradabad prior to entering into this MoU.

**"New Developmental Intellectual Property"** refers to intellectual property developed during the research activities under this MoU.

**"Technical Information"** means any and all information, confidential or otherwise, such as designs, drawings, data, process, know-how, software, algorithms and other information in whatsoever form, tangible or intangible, generated prior to and during the execution of this MoU.

**"Research Project"** shall mean each specific research project undertaken in collaboration by AHERF and TMU Moradabad

**MoA"** shall mean Memorandum of Agreement to be executed for each Research Project by AHERF and TMU Moradabad





**"Project Coordinator"** shall mean representative appointed by AHERF/TMU Moradabad to coordinate and monitor each Research Project and perform other functions as described in this MoU and or respective MoA.

**"Project Investigator"** shall mean representative appointed by AHERF/TMU Moradabad to undertake Research Project activities at AHERF/ TMU Moradabad and perform other functions as described in the respective MoAs.

**"Project cost and charges"** shall have the meaning as described in para 3.1.1 herein below.

**"Project grant"** shall mean external funding for the Research Project from GOV/ Govt agencies/ Foreign Govts and agencies/ Indian or Foreign Corporates or Not-for Profit organizations. In case of Contract research as per para 2.1 (i) Project grants shall mean funding for the Research Project provided by AHERF.

**Project Review Committee** shall consist of representatives from both the Parties to review the progress of the areas covered under this MoU and respective MoA's.

**"Research areas"** means list of mutually agreed areas of research for the Research Projects to be proposed by AHERF in consultation with TMU Moradabad during the tenure of this MoU.

## 2. OBJECTIVES OF THE MOU

The Parties agree to strive to achieve the following objectives:

- 2.1 The mode of collaboration could be in the form of (i) contract research wherein research work is assigned to TMU by AHERF. (ii) Joint development involving both the parties and/or (iii) undertaking "Research Projects" along with mutually agreed other chosen partners which could include academia /research institutes/ industry in consortium approach or any other special arrangement.
- 2.2 To jointly initiate Research and Development (R&D) relevant to Energy, Transportation, Transmission and Industry Sectors and other areas with involvement of both academia and industry,
- 2.3 To collaborate for promotion of research, innovation and education and provide a model for industry-academia partnership,
- 2.4 Collaborate to identify key R&D areas (knowledge generation, know-how update, technology exploration, systems development, novel or new technology resources, applied research etc.) for the immediate and future requirements of AHERF.
- 2.5 Enhancement of capabilities of available AHERF staff and quality of research work at AHERFR&D Centers.





- 2.6 AHERF to provide practical research topics and facilities to TMU Moradabad students/ researchers to enable them to take up studies/Research Projects in the areas of AHERF's interest. TMU Moradabad and AHERF to extend their technological and infrastructural facilities to each other according to mutually agreeable terms.
- 2.7 To facilitate exchange between technical experts of AHERF and faculty from TMU Moradabad giving each other an opportunity to learn and contribute leading to knowledge enrichment for mutual benefit.
- 2.8 Any other objective promoting these causes as mutually agreed between the Parties.

### 3. SCOPE OF MOA:

- 3.1 For each Research Project, a Memorandum of Agreement shall be entered into between the Parties covering specific and detailed objectives of the Research Project, respective scopes of TMU Moradabad and AHERF (deliverables from both the parties), details of equipment, instruments, software and Background Intellectual Property that may be required for the research work (purchased / leased from open market), details and extents of specific man-power to be deployed, sequence of activities (e.g., literature survey, discussions of state-of-art of any technology, experimentation, simulation, modeling, analysis, data interpretations, validation, discussions on results, conclusion, etc).

AHERF Endowment Chair:

- 3.2 AHERF may consider establishing an Endowment Chair at Teerthanker Mahaveer University, Moradabad and there will not be any financial transaction between AHERF and TMU Moradabad.

### 4. FORCE MAJEURE

If either of the Parties suffer delay in the due execution of their contractual obligations due to the operation of the one or more of the force majeure events such as but not limited to, acts of Nature, war, floods, earthquakes, lock-outs, epidemics, riots, etc. the agreed time of completion of the respective obligations shall be then extended by a period of time equal to the period of delay occasioned by such events provided on the occurrence and cessation of any such contingency the party affected hereby shall within **ten (10) days** thereof give to the other party a notice in writing of such occurrence and cessation. In case, Force Majeure conditions prevail beyond 3 months, AHERF reserves the right to review the Research Project activities being carried out at TMU Moradabad and will be free to terminate this MoU or/and the respective MoA/s.





## 5. NON-EXCLUSIVITY

The relationship of the Parties under this MoU shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind. However, when entering into a particular MoA, the Parties may mutually agree to limit TMU's right to collaborate with others on that subject.

## 6. INDEMNITY

Both Parties agree to fully and completely indemnify, defend and hold harmless, the other Party, its officers, employees, directors, consultants, agents, affiliates, successors, legal representatives and permitted assigns from and against all claims, losses, costs, liabilities, damages or deficiencies including legal fees and expenses (hereinafter collectively referred to as 'Losses') suffered, incurred or paid, directly or indirectly, by the other Party, as a result of, in connection with or arising out of any claims by any person with respect to breach of any of the provisions of this MoU or breach of any Applicable Laws, regulations, typical good laboratory practices, accepted quality control and quality assurance practices, globally accepted ethical norms and informed consenting practices.

## CONFIDENTIALITY

Both Parties agree and covenant that Confidential Information originated from the other Party under the terms of this MoU shall be held and used in strict confidence by that Party. The recipient of the Confidential Information will not disclose, duplicate, publish, release, transfer or otherwise make available Confidential Information in any form to, or for the use or benefit of, any unauthorized person or entity or for self-use. Each Party shall take all reasonable steps and precautions to ensure that the confidentiality of materials and Confidential Information is preserved and also agrees that it shall not make any disclosure to any third party including public announcement or media disclosure on the execution and existence of this MoU and/or arrangement agreed between the Parties or any matter pertaining to this MoU, without prior written approval of the other Party. The confidentiality obligations under this MoU shall survive the expiration or earlier termination of this MoU for a period of **five (5) years** from the date of termination of this MoU.

## 7. REPRESENTATIONS& WARRANTIES

Each Party warrants and represents that:

- 7.1 It has all necessary statutory and regulatory registrations, permissions, approvals and permits for carrying out its obligations as envisaged in this MoU.





- 7.2 It is duly incorporated, has full legal power and authority to carry on its business and to enter into this MoU and perform all of its obligations hereunder.
- 7.3 It is in compliance with, and shall continue to comply with all Applicable Laws, rules, and regulations.
- 7.4 Neither the execution nor delivery of this MoU, nor the fulfillment of or compliance with the terms and provisions hereof; (a) will conflict with or result in a breach of terms, conditions or provisions of or constitute a default under or result in any violation of its articles of association, charter or byelaws, if any, or any agreement, restrictions, instruments, order, judgment, decree, statute, law, rule or regulation to which it is subject, or (b) require any consent, approval or other action by any government authority. Each Party shall promptly notify the other, in writing, if it is in breach, or likely to be in breach of any of its obligations, covenants, duties, representations or warranties under this MoU.

## **8. INTELLECTUAL PROPERTY**

- 8.1 Subject to third party rights, if any, each Party shall continue to own its intellectual property such as any inventions however embodied, know how, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this MoU or developed outside the scope of this MoU that are proprietary to it, including all intellectual property rights therein.
- 8.2 This MoU does not grant either Party any license grant or assignment, whether expressed or implied, with regard to such intellectual property that belongs to each Party. This MoU also does not grant, transfer or assign to the Party any legal right or beneficial ownership in any intellectual property rights of the other Party.
- 8.3 **Use of Name:** Each of the Parties agree that they shall not, without the other Party's prior written consent, use the other Party's name or any of its affiliates, or any of its or their respective directors, trustees, officers, appointees, employees, staff, representatives or agents, its logo or any of the other Party's marks or intellectual property rights in connection with its business or in any advertising or promotional materials or activities, in a website, in a press release or in any other communications, or services, materials or products provided to third parties, or sponsor the same. Parties agree that they will not take any actions which will in any manner compromise the other Party's, its logo or its marks or intellectual property rights.





## 8 TERM & TERMINATION

### 8.1 TERM

8.1.1 MoU shall continue to remain in force for a period of 5 years from the Effective Date unless terminated earlier in accordance with terms of this MOU.

8.1.2 The Parties further agree that if any MoA is in effect at the time of the expiration or termination of this MoU, The term of this MoU will be automatically extended until the expiration or termination of such MoA and all the terms and conditions of this MoU shall continue to apply to such MoAs during the subsistence of the respective MoA. On expiry of the MoA, this MOU shall stand terminated.

### 8.2 TERMINATION

8.2.1 Subject to Clause 10.1.2, above this MOU may be terminated by any Party on the occurrence of any of the following events by giving 30 (thirty) days' notice in writing to the other Party:

- i. Upon the commencement of winding up (voluntary or otherwise) of the other party or on the appointment of a receiver or manager (by court or under any instrument) of any of the assets of the other Party.
- ii. A Party seeks reorganization or any other relief or arrangement under any laws relating to insolvency or industrial sickness.
- iii. Any assignment of this MoU or any part thereof contrary to the provisions of this MoU by a Party.
- iv. A Party is in breach of any provisions of this MoU including but not limited to the obligations of the Parties and the non-defaulting Party issues a notice to the defaulting Party for curing the breach within 30 days of receipt of the notice in spite of which the defaulting Party fails to do so and such 30-day period expires.

8.2.2 Upon termination, both Parties shall return on request or destroy all Confidential Information of the other Party that it possesses and shall confirm such return in writing within ten (10) business days of termination of this MoU. Termination of this MoU shall not prejudice any of the Parties' rights and remedies which have accrued as at termination.

## 9 GOVERNING LAW&JURISDICTION

The execution, validity and interpretation of this MoU and the settlement of any disputes arising under this MoU shall be governed by and in accordance with the law of India. The Parties expressly waive any





objections or defences based upon lack of personal jurisdiction or venue and conflicts of laws. The Parties agree that courts at New Delhi shall have exclusive jurisdiction under this MoU.

## 10 DISPUTE RESOLUTION

10.1 In the event of disputes arising from this MoU or in connection with its execution, the Parties undertake to endeavour to settle these amicably. However, if the Parties fail to resolve the disputes amicably, all disputes arising out of or in connection with this MoU shall be finally settled under the Arbitration and Conciliation Act, 1996 or amendments thereof by a sole arbitrator appointed by Unit head of AHERF. The Arbitrators shall be fluent and well conversant with the English language. The Arbitration proceedings shall be conducted in English language. Documents shall be submitted in English. The Arbitrators shall give a reasoned award. The decision of the arbitrators shall be final and binding upon the Parties. The seat of arbitration shall be Chennai, India.

10.2 Work under this MoU shall be continued by TMU Moradabad during the arbitration proceeding unless otherwise directed in writing by AHERF, or unless the matter is such that the work cannot be continued until the decision of the arbitrator/s is obtained and save as those which are otherwise expressly provided in the MoU.

## 11 NOTICES

11.1 All notices and other communications required or permitted under this MoU shall be deemed to be properly given when given in writing and sent by registered post, by facsimile and confirmed by mail postage prepaid, to the designated Party at the addresses set below, or at such other address as the addressee-PARTY may in writing designate from time to time for these purposes.

AHERF

Sarita Vihar, Delhi- Mathua Road, New Delhi 110076

Attention:

E-mail:

Teerthankar Mahaveer University

Delhi Road, NH 24, Bagadpur, Uttar Pradesh 244001

Attention: Dr. Aditya Sharma

E-mail: [registrar@tmu.ac.in](mailto:registrar@tmu.ac.in)

11.2 Communications by AHERF involving financial and administrative matters are to be sent to Registrar/ Director, those relating to technical communication of Research Project activities sent to TMU Moradabad Project Coordinator. Information of a scientific and technical nature may be exchanged directly with and among scientists of the Parties.





## 12 MISCELLANEOUS


- 12.1 **Amendments and Waiver:** No modification or amendment to this MoU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. Any waiver or acquiescence by any Party of any breach of any of the provisions of this MoU shall not be construed as a waiver or acquiescence of any right under or arising out of this MoU or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this MoU. No waiver of any breach of any provision of this MoU shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
- 12.2 **Assignment:** This MoU is personal to the Parties hereto and the rights and obligations arising hereunder shall not be assignable by them except to the extent expressly permitted under this MoU or with the prior written consent of the other Parties hereto. The grant of permission in such cases will not absolve or affect the obligation of the Parties under this MoU.
- 12.3 **Entire Agreement:** This MoU along with Annexures constitutes the entire arrangement of the Parties relating to the subject matter hereof and supersedes any and all prior agreements, including letters of intent and term sheets, either oral or in writing, between the Parties hereto with respect to the subject matter herein.
- 12.4 **Partial Invalidity:** If any provision of this MoU or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any Applicable Laws, the remainder of this MoU and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this MoU shall be valid and enforceable to the fullest extent permitted by Applicable Law. Any invalid or unenforceable provision of this MoU shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.
- 12.5 **Relationship of The Parties:**  
The relationship of the Parties of the MoU is on principal-to-principal basis. Nothing herein shall be construed either expressly or by implication to make either Party an/a agent, partner, representative, employee or joint venture of the other Party.
- 12.6 **Counterpart:** This MoU may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this MoU by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature(s) is as effective as signing and delivering the counterpart in person.





- 12.7 **Survivability:** The termination of this MoU shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this MoU attributable to events or circumstances occurring prior to such termination; (b) any provision which by its nature is intended to survive termination, including the provisions of *Indemnity, Confidentiality, Intellectual Property Rights, Governing Law and Jurisdiction and Survivability*.

Signed on this 29 day of November, 2021 by the Parties to this MOU.

Apollo Hospitals Education and Research Foundation	Teerthanker Mahaveer University, Moradabad
<p>.....</p> <p>Name: Prof. N. K. Ganguly</p> <p>Designation: President, AHERF</p> <p>Date:</p>	<p></p> <p>Name: Dr. Aditya Sharma</p> <p>Designation: Registrar, TMU</p> <p>Date: 29 November, 2021</p>