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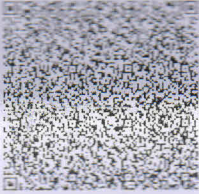


Government of Uttar Pradesh

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Certificate No. : IN-UP05450463617020W
Certificate Issued Date : 01-Oct-2024 11:33 AM
Account Reference : NEWIMPACC (SV)/ up14342704/ CHHATA/ UP-MTH
Unique Doc. Reference : SUBIN-UPUP1434270407762130597864W
Purchased by : REGISTRAR GLA UNIVERSITY MATHURA
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : REGISTRAR GLA UNIVERSITY MATHURA
Second Party : ICMR NATIONAL INSTITUTE OF VIROLOGY PUNE
Stamp Duty Paid By : REGISTRAR GLA UNIVERSITY MATHURA
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

DR. NAVEEN KUMAR
DIRECTOR
ICMR-NATIONAL INSTITUTE OF VIROLOGY,
20-A, DR. AMBEDKAR ROAD,
PUNE-411001.

Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chamuhan, Mathura (U.P.) INDIA

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MEMORANDUM OF UNDERSTANDING

BETWEEN

GLA University, Mathura, India

AND

ICMR-National Institute of Virology, Pune, India


The memorandum of understanding (MoU) is signed on the 11/11/..... year 2024
(effective
date) between

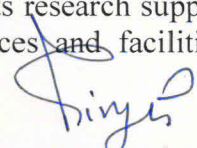
The GLA University, established under U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and ranked among the top Universities of Uttar Pradesh and India and has been accredited by the National Assessment and Accreditation Council (NAAC) with 'A+' Grade and recognized by University Grants Commission (UGC) under section 12B of UGC Act of 1956, having its campus at NH-2, Mathura- Delhi Road P.O. Chaumuhan, Mathura, Uttar Pradesh 281406. (Hereinafter referred to as & "GLAU"). The university is approved by the All-India Council for Technical Education, Ministry of Human Resource Development, Government of India, New Delhi. GLA University is recognized by the Government of Uttar Pradesh, BAR Council of INDIA, University Grant Commission (UGC), National Council for Teacher Education (NCTE), Association of Indian Universities and Pharmacy Council of India (PCI).

And

The ICMR-National Institute of Virology, Pune

The ICMR-National Institute of Virology (ICMR-NIV) is one of the major Institutes of the Indian Council of Medical Research (ICMR). It is an apex institute in the area of virology and has shown commitment during crises and emergencies such as those seen during COVID-19. It was established at Pune, Maharashtra, India in 1952 as Virus Research Centre (VRC) under the auspices of the ICMR and the Rockefeller Foundation (RF), USA. It was an outcome of the global programme of the RF for investigating the Arthropod Borne viruses. Since the studies on arboviruses and their arthropod vectors involve most of the basic principles and techniques of general virology, entomology and zoology, these viruses were also considered to be an ideal group, to begin with, for intensive training and research in virology. The RF withdrew its support in 1967 and since then the institute has been funded by the ICMR. The ICMR-NIV is extending its research support to neighboring countries in terms of capacity building, sharing diagnostic resources and facilities,


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surveillance, and outbreak investigations, as and when required. The ICMR-NIV, Pune also conducts academic programs like - Master of Science in Virology (M.Sc. Virology), Master of Philosophy (M. Phil.) and Doctor of Philosophy (Ph.D.). The ICMR-NIV is affiliated to the Savitribai Phule Pune University, Pune (SPPU, formerly Pune University/University of Poona) and to Academy of Scientific & Innovative Research (AcSIR) for the above mentioned academic programs.

Both Parties agree to cooperate in education and research in areas of mutual interest, as follows:

1. OBJECTIVES

This MoU aims to develop healthy and stable arrangements between both the Parties. Any collaborative programs, projects or activities proposed under the auspices of this MoU shall be subject to negotiation, agreement and approval by, and between, the Parties. The forms of these collaborative programs, projects or activities may include but are not limited to:

- **Provide/receive handholding/mentoring support exclusively for joint research and training**
- Jointly organizing Conferences, Seminars, Workshops, Webinars
- Exchange of faculty, and research scholars;
- Exchange of students
- Joint research activities and lectures;
- Participation in seminars and academic meetings;
- Exchange of published academic materials and other information;
- Networking and Connectivity;
- Special short-term academic programs.

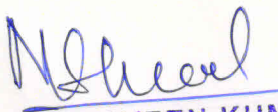
The parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangement for collaboration. The terms and conditions for such activities as deliverables, funding, developers, intellectual property will have to be specified in a separate work specific agreement.

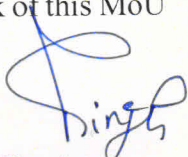
1. ROLES & RESPONSIBILITIES OF EACH PARTY

- 1) **GLAU** and **ICMR-NIV** shall make provisions to share their respective important infrastructure facilities with prior permission from competent authority in order to promote academic and research interaction in the areas of cooperation.
- 2) **GLAU** and **ICMR-NIV** will be sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section of both the Universities/ Institutes.
- 3) Depending on the willingness of the respective faculty of GLAU and ICMR-NIV, the master's and PhD students can be exchanged.

2. FINANCIAL ARRANGEMENT

The financial arrangement for the co-operative activities undertaken within the framework of this MoU


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shall be mutually agreed upon by both the Parties on a case-to-case basis, subject to the availability of funds and resources.

3. REPRESENTATION AND WARRANTY

Each Party to this MoU represents that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.

4. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/ OWNERSHIP

The **GLAU and ICMR-NIV** are expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the research work. The **GLAU and ICMR-NIV** shall be the joint applicants for IPRs and the involved scientific staff shall be included as the inventor/ author. The 'ICMR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case

5. CONFIDENTIALITY

Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.

a. Confidential information includes information:


1. Disclosed by, or on behalf of, the Disclosing Party to the Receiving Party,
2. Otherwise learned or ascertained by the Receiving party from inspection and/or evaluation of sample(s) identified by the Disclosing party as confidential and provided to the Receiving party by or on behalf of the Disclosing Party (sample(s)) and/or,
3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.

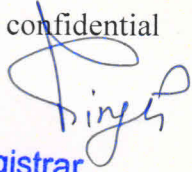
b. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as receiving party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the parties in maintenance of confidential information.

c. The Receiving Party will use the confidential information only for the above mentioned purpose.

d. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.

e. This MoU imposes no obligation on Receiving Party with respect to any portion of the confidential


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information received from Disclosing Party which:

- i. Was known to Receiving Party prior to disclosure by Disclosing Party,
- ii. Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
- iii. Is, or becomes, generally known or publicly available other than by unauthorized disclosure, is independently developed by Receiving Party,
- iv. Is disclosed by disclosing Party to a third party without a duty of confidentiality on the third party.

Is required by law or decree.

- f. The confidential information shall remain the sole property of the Disclosing Party.
- g. The obligation of non-disclosure of confidential information shall survive for 5 years after expiry/termination of this MoU.

6. SUSPENSION

Each party reserves the rights for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification has been given to the other party through diplomatic channels.

7. REVISION, MODIFICATION AND AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by parties.

8. SETTLEMENT OF DISPUTES


The MoU is not intended to create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and / or negotiation between the Parties, without reference to any third party or international tribunal.

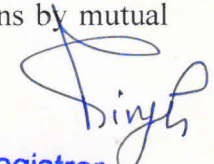
Both parties also acknowledge the existence of certain legal constraints and policy directives of the Government of _____ as well as those of the Government of India.

In the event of any dispute or difference between the parties hereto, such dispute or differences shall be resolved amicably by mutual consultation within 30 days. If such resolution is not possible, then the unresolved dispute or difference shall be resolved as per The New Delhi International Arbitration Centre Act, 2019 and Office Memorandum No. 334774/DoLA/AMRD/2019 dated 31st March, 2020 under the instructions of the Department of Legal Affairs, Ministry of Law & Justice D.O. No. A-60011/50/2023-ADR dated 5th April, 2024 (copies enclosed).".

9. EFFECTIVE DATE, DURATION AND TERMINATION

The MoU shall commence from the Effective Date and shall continue for a period of Five (5) years from the Effective Date (hereafter referred to as "Term") and is subject to extensions by mutual


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consent of the parties in writing. Thereafter, both parties shall review the status of this co-operation and may extend the Term on such conditions as mutually agreed upon. Either party may terminate this MoU by notifying the other Party in writing at least Six (6) months in advance of such termination. Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of the on-going activities and/or programmes, which have been agreed upon before the date of the termination of the MoU.

10. SINGLE POINT OF CONTACT (SPOC)

Each party shall designate a person or office to serve as liaison for implementing this MoU. The liaison/ SPOC may change from time to time upon notice given to the other party in writing pursuant to this MoU.

For The GLA University, India:

Name: Dr. Shoor Vir Singh

Designation: Professor & HoD, Department of Biotechnology

Email ID: shoovir.singh@gla.ac.in

Contact Number: 9719072856

For ICMR-NIV, Pune:

Name: Dr. Kavita S. Lole

Designation: Scientist-G & Head, Academic Cell

Email ID: lolekavita37@yahoo.com

Contact Number: 9890976856

11. INDEMNIFICATION

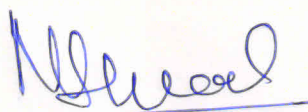
Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this agreement Memorandum of Understanding by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents etc.

12. FORCE MAJEURE

12.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

12.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

- (a) The occurrence of any such event of force majeure; and
- (b) Resume its responsibilities on the cessation of such force majeure event.



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13. MISCELLANEOUS

13.1 Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.

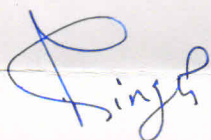
13.2 If any doubt arises as to the interpretation of the provisions of this MoU or as to matters not provided therein, the parties to this MoU shall consult with each other for each instance and resolve such doubts in good faith.

13.3 In case of dispute or difference arising out of, or in connection with, this MoU; the same shall be settled through mutual discussions between GLAU and ICMR-NIV.

IN WITNESS WHEREOF the parties hereto have signed & executed this memorandum in presence of each other and in presence of attesting witnesses.

For and on behalf of
GLA University, Mathura

Mr. Ashok Kumar
Registrar

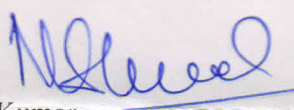


Registrar
GLA University

Date: - 17 Km. Stone, NH-2, Mathura-Delhi Road
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For and on behalf of
ICMR-National Institute of Virology, Pune

Dr. Naveen Kumar
Director


DR. NAVEEN KUMAR
DIRECTOR
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20-A, DR. AMBEDKAR ROAD,
PUNE-411001.

Date: - 11/11/2024

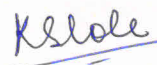


Witness 1:



Prof. Shoor Vir Singh,
HoD, Department of Biotechnology

Witness 1:


12/11/2024

Dr. Kavita S. Lole,
Scientist-G & Head, Academic Cell