



MEMORANDUM OF UNDERSTANDING

(MoU)

Between

**KHWAJA MOINUDDIN CHISHTI LANGUAGE
UNIVERSITY, LUCKNOW**

AND

**SAMADHAAN LIFE SCIENCES,
LUCKNOW**

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MEMORANDUM OF UNIVERSITY

Between

Khwaja Moinuddin Chishti Language University, Lucknow

And

Samadhaan Life Sciences, Lucknow

Khwaja Moinuddin Chishti Language University, Lucknow (hereafter referred to as KMCLU) and SAMADHAAN LIFE SCIENCES, Lucknow herewith sign a memorandum of understanding on 31 May 2023 (Friday) which reads as follows:

PREAMBLE:

The Primary objective of this Memorandum of Understanding between Khwaja Moinuddin Chishti Language University, Lucknow and Samadhaan Life Sciences, Lucknow is to create a means of cooperation between the two entities, subject to the terms of this MoU and the laws, regulations, rules and national policies as may be applicable in the duration of the agreement. It shall endeavour to strengthen, promote and develop academic, cultural and research co-operation between the Parties on the basis of equality, mutual benefit and public good.

INTRODUCTION OF PARTICIPANTS

Khwaja Moinuddin Chishti Language University, Lucknow

WHEREAS **KMCLU** is a State University established under the Uttar Pradesh Arabi Farsi Universities Act 2009 (U.P. Act No. 12 of 2009). The University aims to achieve excellence in language, research and innovation that supports the students in becoming productive, responsible, ethical, creative and compassionate members of the society.

Samadhaan Life Sciences

WHEREAS **Samadhaan Life Sciences** is established in Lucknow in 2021. The company offers support build the competencies, necessary skills, values and sensitivity necessary to serve the society with high priority to research and development in the field of Life Sciences, Biotechnology and Bioinformatics. We are also providing training in different field of agriculture and also provide training to the student for different competitive exam in Life Sciences and biotechnology.

ARTICLE 1: AREAS OF COOPERATION

1.1 Both parties agree to encourage the following activities, in particular, to promote national and global academic cooperation in the following areas:

- Institutional exchanges between faculty and staff from each partner institution;
- Acceptance of undergraduate/ graduate and Research Scholars of partner institution for finding job opportunities;



- c) Organization of symposia, conferences, training programme, faculty and staff development programme, short-term courses and meetings on research issues;
- d) Exchange of information pertaining to developments in teaching, student development and research institutions;
- e) Mutually promote information and activities of the other Party within the scope of the Memorandum of Understanding on their respective websites (subject to prior written approval for the use of any logos or trademarks).
- f) Jointly start & run teaching programs in emerging areas and organize, conducts seminars/workshops/training courses, and submit collaborative research projects for funding to national and international agencies on relevant subjects, themes or topics on agreed terms and conditions.
- g) Promote and support student and faculty training programs.
- h) Provide infrastructure, academic and technical support, subject to availability. Media lab access will be provided when it will be free.
- i) Creation and promotion of joint credit and non-credit based MOOC programs.
- j) Submit collaborative research projects for funding to national and international agencies on relevant subjects, themes or topics on mutually agreed terms and conditions
- k) Consultancy projects may be undertaken by both parties to support specific areas of functioning. These projects will be guided by consultancy policy of the concerned University.
- l) Support Research Scholars of partner institutions as Co-Guides, as per rules and regulations of the concerned university and regulatory bodies.
- m) Co-operation in any other areas or specific areas and details will be implemented upon mutual agreement and will be outlined in separate agreement and cooperation and addendum to this memorandum upon its signature by the authorised representative as agreed to by the Parties from time to time.

1.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1.1 the Parties shall enter into legally binding agreements subject terms and conditions as mutually agreed upon by the parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of disputes".

ARTICLE 2: Financial Arrangements

- 2.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.



- 2.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.
- 2.3 If any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE 3: Effect of Memorandum of Understanding

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, any legally binding or enforceable obligations, *express* or implied, under domestic or international law.

ARTICLE 4: Entry into Effect

This Memorandum of Understanding shall become effective on the date of signatures of both parties, or if the dates vary, then on the date of the later signature.

ARTICLE 5: IPR

- 5.1 Both Parties undertake that they shall not infringe upon any copyright or intellectual property in exclusive possession of the respective Parties. Both parties shall obtain permission in writing for the usage of any logo, motif, emblem, or any other intellectual property right vested in the respective Parties to be used in connection with the implementation of the present MOU from the respective Party. Each Party is the sole owner of such intellectual property.
- 5.2 Neither Party may use the other party's intellectual property rights without the prior consent of that Party. Nothing contained in this MOU is intended to, or shall be construed to grant to either Party any license or right regarding the other Party's Intellectual Property Rights.

ARTICLE 6: Publications

Both the parties should retain its right to publish research conducted within their laboratories (excluding confidential information) without consent/ written permission from the other party.

ARTICLE 7: Force Majeure

Both the parties shall have no liability in respect of any delay in carrying of the activities of failure to carry out the activities under this MoU caused due to any acts of the government, or any circumstances outside the reasonable control of the parties hereto.

ARTICLE 8: Indemnification

Each party shall indemnify or keep indemnified the other party for any loss, cost and expenses caused to the other party due to the negligence, mishandling, application of less technical support or for any other reason what so ever.

ARTICLE 9: Dispute Resolution

All disputes and differences concerning the validity, scope, meaning construction or effect of this MoU or any dispute or disagreement between the parties hereto as to any matter relating to this memorandum which



cannot be settled by mutual discussion shall be settled by arbitration by an arbitrator, appointed by consent of both parties.

ARTICLE 10: Duration

The MoU shall be effective from date of signing and shall remain in force for a period of five years.

ARTICLE 11: TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of Sixty (60) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 12: COORDINATORS

All activities conducted under this MoU must have the endorsement of the coordinators. At KMCLU, the coordinator will be Dr. Mamta Shukla, Department of Biotechnology, Foet Khwaja Moinuddin Chisti Language University, Lucknow and at Samadhaan Life Sciences, Lucknow the coordinator will be Dr. Neelabh, FOUNDER of Samadhaan Life Sciences, Lucknow. Coordinators shall notify their counterparts in case a new person is named to their position.

Date:

Place:

Date: 31.05.2023

Place: Lucknow

(Signature & Stamp)

Shri Ajay Krishna Yadav

Registrar,

Khwaja Moinuddin Chishti Language

University, Lucknow.

Witnesses:

1.

(Signature & Stamp)

(Dr. Neelabh)

Director,

Samadhaan Life Sciences, Lucknow

Witnesses:

1.