

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**Shri Mathuradas Mohota College of Science,  
Nagpur, Maharashtra**

**AND**

**CSIR-Institute of Genomics & Integrative Biology**

**CSIR, DELHI**

**REGARDING**

**COLLABORATIVE RESEARCH**

**MEMORANDUM OF UNDERSTANDING  
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**Shri Mathuradas Mohota College of Science, NAGPUR  
AND  
CSIR -Institute of Genomics & Integrative Biology, DELHI  
FOR  
COLLABORATIVE RESEARCH**

Shri Mathuradas Mohota College of Science, Nagpur will be hereinafter referred to as **SMMCS** 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 **SMMCS** is one of the leading educational institutions in Nagpur run by Nagpur Shikshan Mandal, Nagpur. SMMCS is affiliated to Rashtrasant Tukadoji Maharaj Nagpur University, Nagpur since 1967-68 offering courses at under-graduate, post-graduate level and is also a recognized centre for PhD programmes in Chemistry and Physics. SMMCS has sufficient infrastructure, experienced faculty with different specializations, supportive management and facilities for conducting research, training programmes, etc.
- 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 **SMMCS** and **CSIR-IGIB** are in several ways complementary. It is therefore felt that initiating collaborative research programmes would be of considerable mutual benefit.

2. **PURPOSE:**

**SMMCS** desires 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, **SMMCS** and **CSIR-IGIB** propose to initiate joint multidisciplinary research, to begin with in the area given below:

- i. Collaborative research in area of application of genomics in various aspects basic and applied research in the biological and allied sciences like genetic diseases and genetic traits.
- ii. To build collaborative programmes in genomics and other applied sciences for training of faculty members and students to the most advanced levels.
- iii. To have collaborations with aim of addressing various genetic diseases and traits prevalent in and around Nagpur and other parts of Vidarbha regions using applications of genomics and other allied sciences.

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 **SMMCS** and **CSIR-IGIB** will hold regular meetings on problems of mutual interest.
- b) The faculty and research scholars of **SMMCS** 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 **SMMCS** 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.

## 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 faculty members of the respective departments of **SMMCS** 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.
- b) 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 institute 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.
- c) Neither party shall reveal intellectual property belonging to the other to any third party without the prior written concurrence of the other party.
- d) 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.
- e) 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 Director General, CSIR 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 **SMMCS** and **CSIR-IGIB** under this **MOU** will be governed by the Laws of the Republic of India.

#### 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, 19-06-2019


Dr. S. G. Charalwar  
Principal,  
Shri Mathuradas Mohota  
College of Science,  
Nagpur, Maharashtra,  
India

**Principal**  
**S.M.M. College of Science, Nagpur**




Witness :


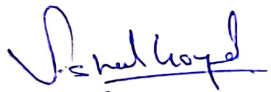
1.  **Mrs. R. S. Saha**  
Coordinator  
IQAC  
S. M. Mohota Sci. College Nagpur

2.  **Dr. Nikhil V. Palande**  
Assistant Professor  
Department of Zoology  
**S. M. Mohota College of Science**  
**Nagpur.**

**DIRECTOR**  
**CSIR-IGIB, Delhi**

  
निदेशक / Director  
सी.एस.आई.आर.-जीनोमिक्स और समवेत जीव विज्ञान संस्थान  
C.S.I.R.-Institute of Genomics & Integrative Biology  
[OFFICIAL SEAL] माल रोड, दिल्ली-110007 / Mall Road, Delhi-110007

Witness :

1.  **Rakesh Kapoor**  
2.  **Dr. Nehal Koyal**  
(CSIR-IGIB)