

Affidavit



Indian-Non Judicial Stamp Haryana Government



Date : 17/11/2021

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(Rs. Only)

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Deponent

Name : Registrar Uhs Rohtak
H.No/Floor : X Sector/Ward : X Landmark : X
City/Village : Rohtak District : Rohtak State : Haryana
Phone : 82*****78



Purpose : M O U to be submitted at Any office

MADHO PARSAD SETHI
STAMP VENDOR, ROHTAK

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MEMORANDUM OF UNDERSTANDING

Between

Pt. B.D. SHARMA UNIVERSITY OF HEALTH SCIENCES

AND

ASHOKA UNIVERSITY

This Memorandum of Understanding ("MOU") is entered into on this 23rd day of November 2021 by and between:

Pt. B.D. Sharma University of Health Sciences ("UHS") having its place of business at UHS2, Dariyao Nagar, Rohtak, Haryana, 124001, India, represented by and through its Post Graduate Institute of Medical Sciences (PGIMS) and

Ashoka University ("ASHOKA"), a private, non-profit University offering multidisciplinary courses in liberal arts and sciences, having its Campus at Rajiv Gandhi Education City, Sonapat, Haryana 131029, India, represented by and through its Trivedi School of Biosciences by its Registrar, Sachin Sharma.

Here in after referred to individually as a "Party" and collectively as the "Parties".

WHEREAS UHS is a leading research university where researchers and students are making contributions in biomedical science, medical education and clinical care and UHS has the mission to provide excellent knowledge as well as rigorous training that prepares students to meet scientific and clinical challenges. With the highest caliber faculty, standards of education, state-of-the-art facilities for medicine, research and patient care, UHS is home to PGIMS - one the best medical institutions in India.

WHEREAS ASHOKA is a pioneer in its focus on providing education that has strong emphasis on foundational knowledge with an inter-disciplinary approach, supported through academic research and hands-on experience with real world challenges. Biological science and its applications for addressing societal problems is a key area of academic focus. This is proposed to be furthered by the Trivedi School of Biosciences (TSB), which will focus on emerging and frontier areas of biosciences through three interconnected and interdisciplinary

research centers—Center for Disease Biology, Center for Inflammation Biology, and Center for Synthetic Biology. These centers will carry out cutting edge research and support the training of future leaders to enable better understanding of diseases and catalyze the development of novel solutions that address health challenges in India.

WHEREAS the Parties recognize the mutual interest in:

Promoting and conducting high-quality research to strengthen and accelerate the development of lifesaving prevention, treatment and management tools and solutions against the diseases that are of public health priority in India, through joint research activities and academic interchanges on the basis of complementarity, synergies, reciprocity, and mutual benefit.

SECTION 1

GENERA LSCOPE

1. This MOU establishes the general framework of intended collaboration for promoting and conducting research **on human immunology, vaccines, infectious, chronic, and non-communicable diseases**.
2. The Parties intend to strengthen their collaboration, in conformity with the mission and objectives of each Party, to cover, inter-alia, the following:
 - a. Build joint collaborative research project/program that integrates leading edge basic, translational and clinical research around decoding the human immune system, of host-pathogen interactions and the generation of effective immunity to accelerate the development of new diagnostics, vaccines and immune therapies – with special interest in hard-to-treat and emerging infectious diseases, autoimmune diseases, cancers and other chronic metabolic disorders.
 - b. Advancing interdisciplinary research in basic and applied immunology, and also in allied areas of modern biotechnology, biological sciences, computational biology, and molecular medicine.
 - c. Exchange of materials and information based on mutual capabilities and synergies for development of tools and solutions that prevent and cure diseases.
 - d. Joint training, fellowships, exchange visits, knowledge and technology transfer for cross-learning, capacity building for recruiting and developing a diverse group of students, researchers and innovative leaders in biomedical science, public health, medical education, and clinical care.
 - e. Organize symposia, conferences, meetings, including, but not limited to education, advocacy and creating an enabling environment around the conduct of human immunology research studies.
 - f. Facilitate knowledge sharing and communication among scientists, epidemiologists, clinicians, public health professionals and industry in research areas of mutual interest.
 - g. Explore joint funding and resource mobilization efforts.
 - h. Any other area as mutually decided between the Parties if and to the extent consistent with applicable statutes, regulations and policies.

The implementation of each part will be addressed in a subsequent agreement as and where needed.

3. The Parties may collaborate in any other manner as by mutual arrangement (or as determined jointly). All activities described in and/or pursued by the Parties under this MOU are subject to the availability of personnel, resources, and funds. The MOU imposes no obligations on the Parties, including funding obligations.



SECTION 2

RESPONISIBILITIES OF THE PARTIES

1. UHS will provide:
 - a. PGIMS's expertise in conducting clinical research in human subjects including subject recruitment, acquiring consent, sample collection, and related activities within the scope of research involving human subjects.
 - b. PGIMS will serve as the clinical center for sample collection from individuals who have volunteered to participate in research studies. The human samples collected by PGIMS will be used for further processing and analysis; each to be done on-site at UHS or after transport to ASHOKA.
 - c. Facilitation of collaborative research by sharing of data, resources, and knowledge arising from it.
 - d. Access to clinical research samples within the applicable scope of the rules governing ethical research in human subjects.
 - e. Facilitation of visits of ASHOKA personnel to UHS within the applicable scope of the rules.

REGISTRAR, UHS is responsible for the conduct of the above-mentioned research, in adherence with ethical guidelines and approval from the Institutional Ethics Committees of ASHOKA and participating hospitals/clinical centers.

2. ASHOKA will provide:
 - a. Facilitation of collaborative research by sharing of data, resources, and knowledge arising from it.
 - b. Formulation of standardized experimental, analysis and data storage protocols.
 - c. Facilitation of visits of UHS personnel to ASHOKA within the applicable scope of the rules.
 - d. Access to network of scientists, clinicians, samples, clinical data, equipment, technology platforms, and core facilities.
 - e. Engagement with industry, start-ups, innovation centers and other relevant Indian institutions for accelerating joint research initiatives.
 - f. Arrangement for series of structured joint workshops, mentoring programs and academia-industry interactions for capacity building.
 - g. Formulation and conduct of research and publications using the technology and information gathered from joint projects.

Ashoka University is responsible for the conduct of the above-mentioned research, in adherence with ethical guidelines and approval from the Institutional Ethics Committees of ASHOKA and participating hospitals/clinical centers.

SECTION 3

INTELLECTUAL PROPERTY

1. Each party will retain ownership of any proprietary materials that it had invented, created, developed, or otherwise generated or acquired before commencement of the relationship governed by this MOU ("Pre-existing Materials"). No license or other permission to use any Pre-existing Materials is granted or implied by this MOU or any activities conducted hereunder, even if Pre-existing Materials are incorporated into or used in connection with any activities or projects conducted pursuant to this MOU.
2. The parties acknowledge that proprietary materials may be invented, created, developed, or otherwise generated or acquired in connection with the relationship and activities contemplated by this MOU. The parties agree that ownership of any such proprietary



materials shall be governed and determined by applicable law. To the extent that applicable law would grant sole ownership of any such proprietary materials to a party to this agreement or to any individual employee or other representative of a Party, all such rights are expressly reserved, and this MOU and any activities conducted hereunder shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any other party. To the extent that applicable law would grant joint ownership of any such proprietary materials to two or more parties to this agreement or any of their individual employees or representatives, all such rights are expressly reserved, and this MOU and any activities conducted here under shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any party that is not a joint owner and shall not waive or alter the rights of any joint owner.

3. The parties acknowledge that the activities of any other individual employees or other representatives shall be subject to the intellectual property policies of their respective institutions.
4. Proprietary materials may include but are not limited to inventions, trade secrets, techniques, research, data, data compilations, or copyrightable expression.
5. Any manuscripts or other potential publications or distributions resulting from joint research carried out in the framework of the MOU must be reviewed and approved by UHS and ASHOKA before they are submitted to an outside party.
6. Projects of co-edited works or any other project will be addressed in agreements which specify the obligations and the rights of the parties.
7. Neither Party may use any identifying marks of the other without the express written permission of the other Party.

SECTION 4

MONITORING AND EVALUATION

1. The Parties intend to establish a Joint Steering Committee (JSC) to further elaborate the details of cooperation and to oversee the implementation of this MOU. The JSC is intended to be used for outlining the development of strategic plans for collaboration, recommending areas and topics for joint activities, developing collaborative research project solicitations, facilitating the expedited review and clearance of collaborative proposals, fostering other joint activities to advance research on human immunology and disease, monitoring of specific programs or projects, defining the financial, operational and administrative terms of cooperation and arranging any required supplementary agreements.
2. The members of the JSC shall be identified by the Parties, and a co-chair may be chosen by each side. The Parties shall decide on the number of members, which shall be no less than four (two selected by each Party). The JSC may meet regularly via videoconference, teleconference, web-assisted conference, or in face-to-face meetings when both Parties agree. Notwithstanding the foregoing, the Parties intend the JSC to meet at least once a year, or at any time agreed upon by the Parties, to review the implementation of the MOU. In certain circumstances if a meeting cannot be held, the Parties intend that JSC members shall exchange documents in lieu of such meeting. The composition of the JSC and venue for its meeting may be mutually decided upon by the Parties.



SECTION 5
COMPLIANCE

1. The Parties recognize that the ethical and proper conduct and administration of joint research programs, projects, and activities must be compliant with all pertinent rules, regulations, policies, procedures, and laws of the Government of India, state government and other funding sources. These policies include, without limitation, institutional, as well as national and international policies, and standards that apply to effort certification, cost accounting standards, regulations, and laws on the protection of human and animal subjects as well as transfer of biological material in any research, conflict of interest in research, institutional and individual relationships with vendors, academic misconduct, and nepotism.
2. The Parties agree that, in fulfilling their respective obligations and duties under this MOU, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.
3. The Parties represent, warrant, and agree that they have not, and will not, take any action related to or arising out of this MOU, which action in any way violates, or aids or abets any violation of the anti-corruption laws of any country. Specifically, and not in limitation of the foregoing, the Parties represent, warrant, and agree that they have not, and will not, in connection with this Agreement, request or make any offer, payment, gift, promise of payment or gift, or any authorization of an offer, payment or giving of money or anything of value to any government official, political party or official thereof, or to any candidate for political office, or to any other person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any government official, political party or official thereof, or candidate for political office, for the purpose of influencing any act or decision of such entity or person or inducing such entity or person to do or omit to do any act in order to obtain or retain business or otherwise secure any improper advantage.

SECTION 6
SETTLEMENT OF DISPUTES

The Parties intend to resolve any disputes or differences arising under this MOU amicably through mutual consultations and negotiations. Where a conflict in policies or law exists, the JSC will employ experts from UHS and ASHOKA to resolve the conflict. All disputes relating to this MoU shall be subject to the jurisdiction of the **District Courts, Rohtak**. Efforts shall be made to settle disputes, if any, through Arbitrator. The Arbitrators shall be suggested by the interested party, out of which one may be approved by the other party within a period of two weeks of receipt of panel. In case there could not be the mutual consent on the Arbitrator, then the Arbitrator at Rohtak shall be appointed as per the Arbitration & Conciliation Act of India. Each party shall be liable for non-performance or indemnity for causing loss to patents and not abiding by the responsibilities and liabilities.

SECTION 7
APPLICABLE LAWS

The Parties intend to perform all activities conducted pursuant to this MOU in accordance with the respective laws and regulations of India.



SECTION 8

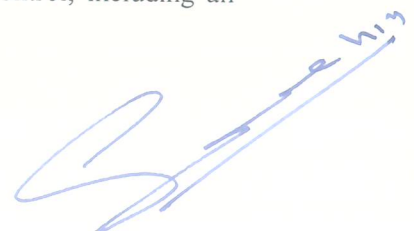
TERM and TERMINATION

1. The MOU shall have a term of five (05) years from the date of execution. It is understood that this MOU may be subject from time to time to revision or modification by mutual agreement. Furthermore, any Party may terminate the MOU unilaterally with sixty (60) days prior written notice to the other Party [ies] in whole or in part as deemed prudent by any Party in its sole discretion. If the MOU is terminated neither Party shall be liable to the other for any monetary or other losses that may result.
2. This MOU is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of the institutions involved and to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either institution, nor may any constraints be imposed by either upon the other.

SECTION 9

CONFIDENTIALITY

1. "Confidential Information" means all non-public information that is marked as "confidential" or is otherwise designated by one party to the other party as confidential and which is disclosed by one party ("Disclosing Party") to the other party ("Recipient Party"), including but not limited to personally-identifiable information. The Recipient Party agrees to employ reasonable efforts to maintain the confidentiality of the Confidential Information, such efforts to be no less than the degree of care employed by the Recipient Party to preserve and safeguard its own confidential information, provided that the Recipient Party shall use at least reasonable care. The Confidential Information shall not be disclosed or revealed to anyone except to employees, agents, students and affiliates of the Recipient Party who have a need to know the Confidential Information and who have been informed of the confidential nature of the information.
2. The Recipient Party shall use the same level of care in protecting and securing Confidential Information as it uses for its own information of like kind and quality, but in no case shall the Recipient Party use less than a reasonable standard of care in protecting and securing Confidential Information. The Recipient Party acknowledges and agrees that said reasonable standard of care shall include, at a minimum, (a) restrictions on physical access to hard copies of Confidential Information of the Disclosing Party and to computers, storage media, or other devices that contain Confidential Information; and (b) industry standard technological safeguards to authenticate users and prevent unauthorized access and other intrusions. Additional security requirements may apply if Recipient Party is receiving any patient or student information.
3. For purposes of the MOU, Confidential Information shall not include information that (i) Is or becomes publicly and generally known through no fault of Recipient Party; or (ii) can be established by Recipient Party to have been known to Recipient Party at the time of receipt; or (iii) is received by Recipient Party from a third party who is not bound by any obligation of non-disclosure. Recipient Party may disclose Confidential Information to the extent required by a court order or other legally obligatory request or demand, provided, however, that: (A) Recipient Party shall promptly notify the Disclosing Party of any such order, request, or demand; (B) Recipient Party shall refrain from disclosing any Confidential Information during the pendency of any motion or other legal request by disclosing party to prevent or narrow the scope of any order, request, or demand; (C) Disclosing Party shall disclose only as much Confidential Information as is legally required; and (D) Disclosing Party shall designate any Confidential Information disclosed as "confidential" pursuant to any applicable protective order or other equivalent mechanism for restricting disclosure of information.
4. Upon request from the Disclosing Party, the Recipient Party shall, at the Disclosing Party's election, either return to the Disclosing Party or permanently or securely destroy all Confidential Information in Recipient Party's possession or control, including all print, electronically-stored, or other copies thereof.

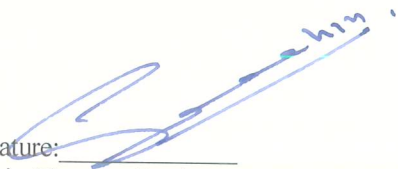


SECTION 10
MISCELLANEOUS


1. The MOU shall be referenced in any program agreement executed between the Parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each Party.
2. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The MOU is the sole agreement between the Parties concerning the subject matter here of and shall not be altered or amended except in writing duly executed by all Parties. Should any part or provision of this MOU, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this MOU had been executed with the invalid or illegal portions thereof eliminated.
3. The Parties shall pursue the objectives of this MOU on the basis of non-exclusivity.
Neither the Parties, nor their affiliates, employees nor agents shall be restricted from making any arrangement or agreement with any third party relating to immunology research.
4. Neither Party may issue a press release or otherwise disclose the existence or terms of this MOU without the prior written consent of the other Party; provided, however, that once the existence or any terms or conditions of this MOU has been publicly disclosed in a manner mutually and reasonable agreed-to by the Parties, either Party may republish the facts previously disclosed without the prior consent of the other Party.

IN WITNESS WHERE OF, the undersigned hereby execute this Memorandum of Understanding as of the dates written below.

For: ASHOKA UNIVERSITY

Signature: 
Sachin Sharma, Registrar
Ashoka University, Sonipat


Witness:

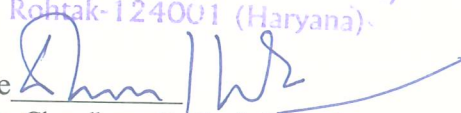
Signature: 
Rama Akondy, PhD Faculty
Ashoka University, Trivedi School
of Biosciences, Sonipat

Place: **ROHTAK**

Date: **23-11-2021**

**For: Pt. B.D. SHARMA UNIVERSITY
OF HEALTH SCIENCES**

Signature: 
Prof. (Dr.) H.K. Aggarwal, Registrar
Pt. B.D. Sharma University of Health Sciences,
Rohtak
**Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)**

Signature: 
Dr. Dhruva Chaudhary, Sr. Prof. & Head,
PCCM Deptt. & Nodal Officer, Pt. B.D. Sharma
University of Health Sciences, Rohtak