



महाराष्ट्र MAHARASHTRA

2019

AV 315077

प्रधान मुद्रांक कार्यालय, मुंबई  
प.म.दि.क. १००००९  
26 NOV 2019  
संक्षेप अधिकारी

श्री. दि. क. जल

### MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (MoU) made and entered into on this <sup>30<sup>th</sup></sup> day of December, Two Thousand Nineteen.

#### Between

**Haffkine Institute for Training, Research and Testing**, one of the oldest biomedical research institute in the country having its registered office at Acharya Donde Marg, Parel, Mumbai- 400012, Maharashtra, India (hereinafter called HAFFKINE, which expression shall where the context so admits, include its successors and permitted assigns) of the first part.



*meu*



*Apurva Patel*



And

**Sophia College for Women**, having its registered office at Bhulabhai Desai Road, Mumbai 400 026, Maharashtra, India is registered under the Societies Registration Act XXI of 1860 (Registration No. 1053 of 1940 -1941) (hereinafter called SOPHIA which expression shall where the context so admits, include its successors and permitted assigns) of the second part.

Each HAFFKINE and SOPHIA hereunder are separately referred to as the ("Party") and together as the ("Parties")

## 1. PREAMBLE

**1.1 WHEREAS HAFFKINE** has emerged as a multi-disciplinary full-fledged bio-medical research Institute engaged in training, research and testing of various diseases. The current research areas include studies on cancer, snake venom, malaria, tuberculosis, infections occurring in AIDS patients, surveillance and microbiological analysis of brucellosis, leptospira; prevalence of drug resistance in bacteria and continuous development of newer chemotherapeutic agents to combat microbial and zoonotic infections. The Institute is also involved in the testing of various bio-molecules against HIV. The bio-molecules range from disinfectants and detergents to specialized/purified extracts. Herbal medicines and plants products etc.

**1.2 WHEREAS SOPHIA** is a premier Educational Institution, affiliated to University of Mumbai providing education to women undergraduate and postgraduate students. The Institute has been re- accredited in May 2016 by NAAC with an 'A' grade with GPA of 3.7 on a scale of 4. The Mission of the college is to provide a holistic education for all-round development leading to empowerment of women. All the PG students of the college conduct projects towards fulfillment of their degree. The college is also recognized for Ph.D. in Applied Biology and Microbiology.

### 1.3 LICENSES AND REGULATIONS

In the performance of this MOU both parties agree that they shall comply and shall cause their personnel to comply with all local laws and regulation, which affect the undertakings to be executed by the parties under this MOU. Both parties shall have all relevant approvals in place necessary for the proper execution of the MOU.

## 2. OBJECTIVE OF THE PROGRAM

The objectives of the Program are to promote institutional linkage between HAFFKINE and SOPHIA and to explore other avenues for possible collaboration where expertise exists and can be mentored by either or both Parties and also to provide higher education opportunities for faculty, support staff and students of both parties.





### 3. SCOPE OF THE PROGRAM

The Program is established to provide collaborative cooperation through:

- i) **Collaborative Research Program in specific fields of interest-** SOPHIA and HAFFKINE will jointly identify specific fields to conduct collaborative research programs of mutual interest and benefit to both parties. It should also include technical inputs for development of protocols for collaborative projects.
- ii) **Submission of Joints projects-** Project proposals may be jointly submitted to DBT, CSIR, DST, ICMR or any other funding agencies for extramural funding for carrying out further studies of selected projects/molecules.
- iii) **Faculty Exchange Programs-** Exchange programs for faculty will be explored and conducted accordingly which will be mutually beneficial for both parties.
- iv) **Student Exchange Programs-** Exchange programs for students will be explored and conducted accordingly which will be mutually beneficial for both parties.
- v) **Joint Programs:** Organizing joint scientific conferences, workshops symposia, meeting in the areas of mutual interest, societal health awareness programs etc.
- vi) **Sharing of Instrumentation Facility-** Sharing of Instrumentation facility for discovery of new biomarkers in various human diseases as per the institute guidelines.
- vii) **Training & skill Development Program-** The exchange program for training & skill development shall also be explored.
- viii) Any other areas/programs of mutual interest.

### 4. GENERAL PROVISIONS

- i) The collaborators shall initiate the work after obtaining necessary approval of the research project from Institutional Animal Ethics Committees (IAEC) of SOPHIA and HAFFKINE, respectively.
- ii) The collaborators shall initiate the work after obtaining necessary approval of research project from Institutional Human Ethics committee of SOPHIA and HAFFKINE, respectively.
- iii) Both parties acknowledge the importance of protection of human and animal subjects in any research activity. Matters related to the transfer of biological material should receive prior approval on each side by the





competent authority according to the existing rules and regulation of each party.

- iv) The progress of implementation of the program shall be reviewed by HAFFKINE and SOPHIA as mutually decided and the benefits of the collaboration shall be shared mutually.
- v) Both parties shall take necessary financial approvals from the competent authority for fulfilling the objectives of the program under clause 3 on case to case basis. The objective under clause 3 shall be implemented at SOPHIA and/or HAFFKINE in accordance with the respective institutions' guidelines.
- vi) Both parties and their students can visit the collaborating institutes as per requirements of the project, and shall have adequate insurance coverage without any financial liability on each other.
- vii) During the tenure of the MOU and thereafter parties undertake on its behalf and on behalf of its affiliates, employees, associates, consultants, professional advisors (collectively referred to as "permitted Users") to whom information under the scope of the MOU is disclosed shall maintain its confidentiality and shall also prevent any disclosure of the information to any third party. PARTY shall allow access to the information to only Permitted Users who are evaluating the data and information and they shall maintain the confidentiality of the same as their own data.
- viii) The parties shall consult each other for any publication in respect of research work. These publications (papers, report etc.) shall be in the names of actual research workers, wherein it will be duly acknowledged that the work has been carried out under the collaborative research program of SOPHIA and HAFFKINE. As a part of collaboration, the outcomes of the research under this MOU shall develop joint publication.
- ix) Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MOU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.
- x) Applications for joint Patents will be filed in the name of institutions namely SOPHIA, Mumbai and HAFFKINE, Mumbai.
- xi) Both parties agree to ensure appropriate protection of intellectual property rights generated from such cooperation consistent with their respective laws, rules and regulations.
- xii) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the





Party the Party concerned alone will apply for grant of IPR and once granted the IPR will be solely owned by the concerned party.

- xiii) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will be jointly owned by the parties on mutually acceptable terms and conditions.
- xiv) In case of research results obtained through joint activities under this MOU both parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the parties to commercialize the technology jointly on mutually acceptable terms and conditions.
- xv) Any expenditure towards filing, maintaining and securing of IPR, development of the product and revenue towards license fee and royalty shall be shared on case to case basic in mutual consultation between Principal, SOPHIA and Director, HAFFKINE under a separate MOU.
- xvi) Any product generated under the program shall be licensed to any industry by SOPHIA and HAFFKINE under a separate MOU after mutual consultation between Principal, SOPHIA and Director, HAFFKINE.
- xvii) The annual maintenance of the facility including all the instruments shall be the responsibility of each party without any financial liability on each other.
- xviii) Nothing contained herein shall constitute this a partnership or joint venture MOU or constitute either party as the partner, principal or agent of the other, this being a MOU between independent contracting entities.
- xix) No amendment or modification of this MOU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MOU. The modifications shall be effective from the date on which they are made, unless otherwise agreed to.
- xx) Both parties shall do their utmost to ensure the smooth and efficient implementation of the program.
- xxi) This MOU can be terminated by either party by providing thirty (30) days' notice of termination however, no termination should adversely interrupt or impair a program or course of study or its participants commenced prior to such termination.
- xxii) The parties will use their best efforts to settle all matters in dispute amicably. All disputes and differences of any kind related to this MOU shall be jointly settled between Principal, SOPHIA and Director, HAFFKINE.





xxiii) 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.

## 5. EFFECTIVE DATE

5.1 The Parties hereby agree that the Effective date of this MOU shall be the date on which the MOU is signed.

5.2 The MOU will be valid for a period of 5(Five) years from the effective date of MOU.

## 6. TERMINATION

SOPHIA and Haffkine shall reserve the right to terminate this MOU if-

6.1 SOPHIA and HAFFKINE, either violates any of the terms and conditions of this MOU or

6.2 SOPHIA and HAFFKINE either comes to know of wrong and fraudulent practices; or

6.3 Either Party can terminate this MOU after giving 90 days' notice.

6.4 Either party reserves the right to the MOU by the method which they deem fit.

## 7. DAMAGES

In the event if the present MOU is terminated for any reasons stated in Clause 6, then either party can claim damages against the other party who has defaulted by violating any of the terms and conditions of this MOU and/ or has committed wrong and fraudulent practices

## 8. ARBITRATION

In the event of any dispute or difference between the parties in relation to or on in connection with this agreement, both the parties shall try to resolve such disputes or differences amicably between themselves or by mutual consultation, failing which the matter shall referred to and settled through arbitration . The arbitration proceedings shall be held in accordance with the provision of THE ARBITRATION AND CONCILIATION ACT, 1996. The venue of arbitration shall be Mumbai and Language of arbitration shall be English. The award of the Arbitrator shall be binding upon parties to the dispute.





**9. PRIOR MOU/AGREEMENT/ARRANGEMENT**

This MOU constitutes the complete expression of both Parties' and understanding with respect to the subject matter herein and supersedes all other prior agreements, undertakings, obligations, promises, arrangements, communications, negotiations and understandings whether oral or written, by the Parties with respect to the subject matter hereof.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

For & behalf of HAFFKINE

For & on behalf of SOPHIA

Signature



Signature



Name

**Nishigandha Naik, Ph.D.**  
**Director**

Name

**DR. (SR) ANANDA ARETMAHAL**

Designation

Haffkine Institute for  
Training, Research & Testing  
Parel, Mumbai - 400 012.

Designation

**PRINCIPAL SOPHIA COLLEGE  
(AUTONOMOUS)**

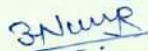
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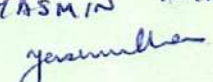
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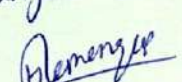


Witness

1 Dr. Anuya Rege  


Witness

1 DR. YASMIN KHAN  


2 Hemangree Khanolkar  


2 MS Juliana D'Costa  
