

MEMORANDUM OF UNDERSTANDING

This MOU is made and entered into on this 13th of January 2020
BETWEEN

GSFC University, Vadodara, Gujarat

AND

Gujarat Biotechnology Research Centre

GSFC University is recognized under the Gujarat Private University (Second Amendment) Act, 2014 and is established by the GSFC Education Society - an initiative of Gujarat State Fertilizers and Chemicals Ltd. GSFCU strives to be the best compact boutique institution with a futuristic approach, encouraging student centric culture and sharpened focus on developing industry ready & employable students, having its Headquarters at Vigyan Bhavan, P. O. Fertilizernagar, Vadodara-391750, Gujarat, INDIA. The Gujarat State Fertilizer and Chemicals Ltd. University (hereinafter referred to as GSFCU, and the expression shall include all its present and future Units) - GSFCU has as experts and teaching staff having technical knowledge, experience and expertise in various fields of basic science and applied sciences such as biotechnology. GSFCU has well equipped laboratories having most modern scientific instruments/facilities. Apart from Engineering & Fire & EHS, GSFCU promote, support and facilitate education and research in the field of Bio-technology and Chemistry.

Gujarat Biotechnology Research Centre (GBRC), Gandhinagar, Gujarat (hereinafter referred to as GBRC, and the expression shall include all its present and future Units) established under the aegis of Department of Science and technology, Govt. of Gujarat vide GR No. BTM -102016-299-BT dated 11th August, 2017. GBRC has its well-equipped lab at MS Building, Sector 11, Gandhinagar. GBRC, DST, GoG has a mandate to conduct innovative research leading to product/prototype/process development with application in healthcare, agriculture, environment and marine sectors. GBRC has a well-established state-of-the art facility in Molecular Biology, Microbiology, Genomics, and Proteomics.

The GSFCU and GBRC shall hereinafter, where the context so permits, be collectively referred to as the "Parties" and individually as "Party".

It is now duly communicated and hereby agreed by and between the parties as follows:

1. NATURE AND SCOPE OF THIS MOU

The Parties shall work towards collaborative research, education & training in the fields of biotechnology, biomedical technology and related inter-disciplinary areas. For this purpose, Parties shall identify mutually agreeable specific research, education, training and awareness programs after due consideration of respective financial means and practical feasibility.

2. OBJECTIVES

- 2.1 Undertake collaborative Research, Education, Training and Awareness programs for the students, faculty, officers, scientific & other staff of both the parties as well as external stakeholders.
- 2.2 Jointly conceptualize collaborative research proposals for funding and publications. Financial arrangements for each specific collaboration will be decided on a case to case basis.
- 2.3 Collaborate in supervision of students and undertaking joint research in disciplines of mutual interest and for pursuing higher degrees like M.Sc and Ph.D.
- 2.4 Extend the laboratories and other infrastructure facilities for specified collaborative Research, Education, Training and Awareness Programs.

3. INSTITUTIONAL ARRANGEMENT

- 3.1 Each of the above areas of interaction will be initiated by entering into a separate agreement between the two parties with the details of implementation including financial considerations. Nothing contained herein shall be construed to obligate either Party to enter into any further agreements with each other.
- 3.2 Parties shall appoint one member of its senior scientific staff/faculty as a coordinator to jointly identify, plan, coordinate implementation collaborative programs and activities. The Coordinators shall interact on regular basis.
- 3.3 Programs and activities shall be planned through mutual consultations with the consent of appropriate authorities of both the parties.

4. CONFIDENTIALITY

GSFCU and GBRC shall enter into a non-disclosure agreement if and when dealing with confidential information.

5. NON-EXCLUSIVITY

The relationship of the Parties under this MOU shall be non-exclusive and both Parties, including their affiliates, subsidiaries and divisions, are free to pursue other MOUs or agreements or collaborations of any kind.

6. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement between the parties.

7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the Parties, shall expire 5 (five) years after the Effective Date. This MOU may be amended or terminated earlier by mutual written agreement of the Parties at any time. Either party shall have the right to unilaterally terminate this MOU without stating any reasons, upon 30 days prior written notice to the other party. In the event of termination, the parties will take steps to bring the activities under the MOU to a prompt and orderly conclusion. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, or any other agreement entered into pursuant to this MOU, which obligations shall be independent of any such termination.

8. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose. Nothing contained herein shall be construed to obligate either Party to enter into any further MOU/agreements or any Research Agreement with each other. This MOU does not create any other business arrangement, including but not limited to any partnership, agency or joint venture, between the Parties. A Party shall not quote the other Party's name or reproduce its logo in any form or medium without prior written consent of the other party.

9. ASSIGNMENT

It is understood by the Parties herein that this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this MOU, or rights or obligations arising hereunder, either wholly or in part, to any third party.

10. SIGNED IN DUPLICATE


This MOU is executed in duplicate with each copy being an original version of the MOU and having equal legal validity.

11. GOVERNING LAW & DISPUTE RESOLUTION

This MOU shall be governed by the laws of India. Any dispute arising out of or in connection with this MOU shall be mutually resolved. In case such resolution is not possible, the dispute shall be finally settled through arbitration by a sole arbitrator mutually appointed by the Parties as per the provisions of the Arbitration and Conciliation Act (India), 1996, as amended from time to time. The arbitration proceedings shall be conducted in English language and held at Ahmedabad and shall be considered binding and final on the Parties.

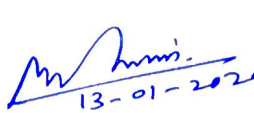
BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

For and on behalf of
Gujarat Biotechnology Research Centre


Prof. C. C. Joshi
Director
GBRC, Gandhinagar



For and on behalf of
GSFC University


13-01-2020
Dr Nikhil Zaveri
Provost
GSFC University, Vadodara



In presence of
Dr Madhvi Joshi

Scientist-D & Joint Director
Gujarat Biotechnology Research Centre


13/1/2020

In presence of

Mr. Aditya Puranik
Assistant Professor
GSFC University


13/01/2020