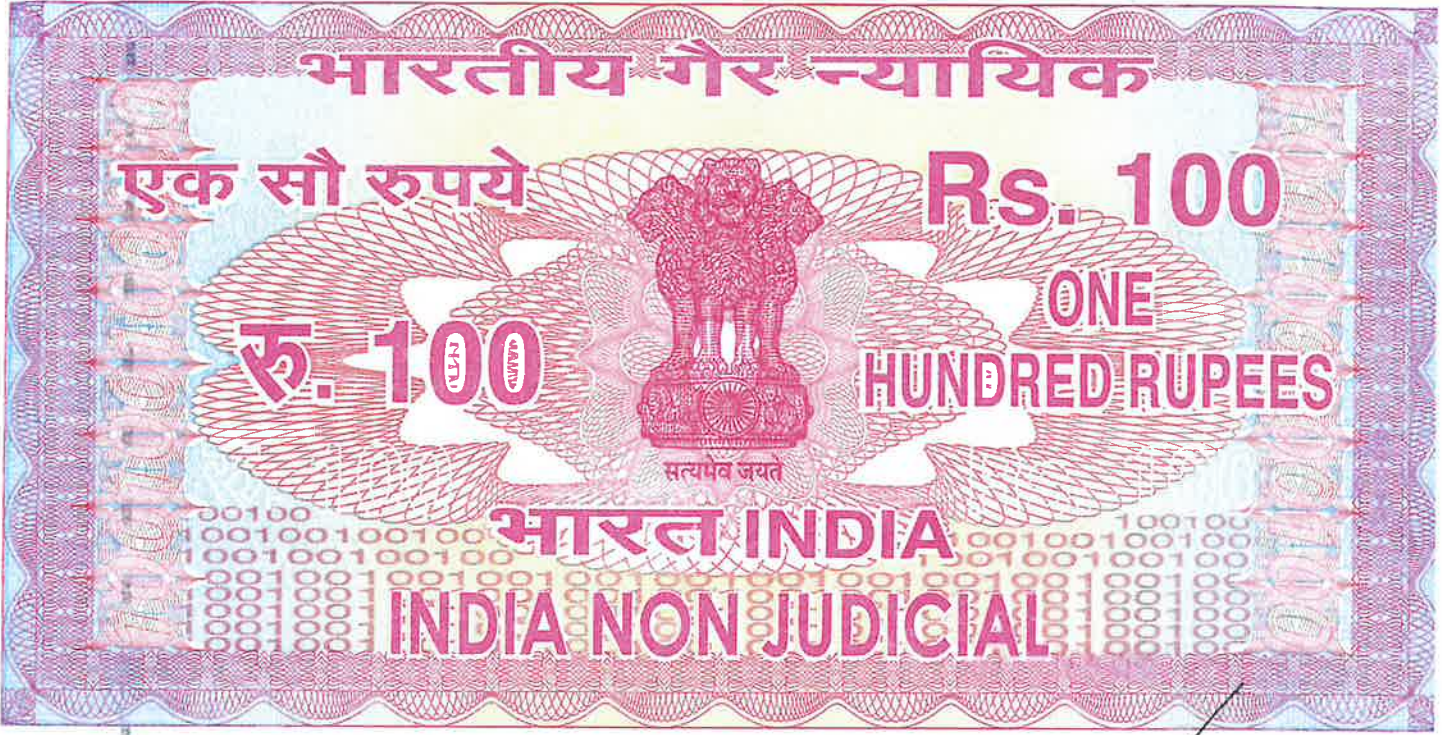


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SRI MUTHUKUMARAN MEDICAL COLLEGE  
Hospital AND RESEARCH INSTITUTE  
CHENNAI-69

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SRI MUTHUKUMARAN MEDICAL COLLEGE HOSPITAL &  
RESEARCH INSTITUTE ( SMMCHRI),  
CHENNAI-600069  
&  
LIFIC, RANGAPURAM, VELLORE - 632009

In accordance with the mutual desire to promote cooperation between Sri Muthukumaran Medical College Hospital & Research Institute, Chikkarayapuram, Near Mangadu, Chennai – 600069 (henceforth referred to as “SMMCHRI”) represented by its Dean, Dr.B.Kasinathan and LIFIC, No.25, Thiru V Ka Street, Pullavar Nagar, Rangapuram, Vellore - 632009, Tamilnadu represented by its CEO & Director, Mrs. Theboral Jeyabalam, (henceforth referred to as “LIFIC”)., both LIFIC and SMMCHRI are entering into a formal collaboration, in the form of Memorandum of Understanding (MOU), for the purposes of academic interactions.

*[Signature]*  
DEAN  
SRI MUTHUKUMARAN MEDICAL COLLEGE  
HOSPITAL & RESEARCH INSTITUTE  
Chikkarayapuram Near Mangadu  
Chennai-600069

Both SMMCHRI and LIFIC may be referred to jointly as "Parties" and individually as "Party"

### **I. Purpose:**

The Scope of collaboration on academic and research activities in this Memorandum of Understanding includes the following categories:

1. Developing research projects jointly and avail funding
2. Exchange of academic information, materials and facilities
3. Students Exchange
4. Faculty and Staff Exchange
5. Research aid to Faculty members by both parties
6. Intellectual property rights of the collaboration work belonging to both parties
7. Organising/ participation in Joint symposia, seminars, conferences, workshops etc.
8. Developing articulations for twinning/joint programs and allowing students to undertake part of the programme / course of study at each organization; and
9. Promoting such other activities/programs as mutually agreed from time to time.

### **II. Objectives:**

- Promote collaborative research activities between scientific personnel in LIFIC and the students, Ph.D scholars and the faculty members of SMMCHRI (hereinafter referred to as "Students"). The students would be registered in SMMCHRI, and would be working under a recognized guide. Based on mutual consent, the students may utilize the facilities available at LIFIC. This will be decided upon a case-by-case basis and should be mutually agreeable and can culminate in a joint publication in an impact factor journal.
- SMMCHRI can coordinate with LIFIC for the joint organization of conferences, workshops, refresher courses, Faculty Development Programmes and related events in the areas of mutual interest in SMMCHRI and/or at any common venue. This will also apply for the submission of joint applications for funding for the organization of such events.
- SMMCHRI and LIFIC may undertake joint collaborative research project work, for the benefit of relevant biomedical under and post graduate/PhD students and the scientists of both the Parties, in the areas of mutual interest. This will also apply for the submission of joint applications for funding from various research grant/funding institutions.
- LIFIC can partner with SMMCHRI to facilitate designing, execution and analysis of PhD program relevant to translational research areas and LIFIC competent staff can be a co-guide for such program.
- The collaborating scientists at LIFIC and SMMCHRI will formulate research projects and related plans, for the joint work, with due approval of both the participating institutions.

  
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Chennai-600 059

- Joint Sponsored and Consultancy projects could be undertaken with both long-term and short-term goals keeping in view the interests and financial concerns and philosophies of the respective institutions.
- Internships for relevant under and post graduate biomedical students and staff at LIFIC as well as industrial visits to LIFIC may be arranged based on mutual consent and the rules and regulations of both organizations.

### III. Sharing of the facilities:

By SMMCHRI, Chennai,

- SMMCHRI agrees to extend the laboratory & equipment facilities for academic and research-oriented projects subject to its convenience and board approvals (agreed upon by mutual consent and as per the norms prescribed by SMMCHRI).

By LIFIC

- LIFIC agrees to allow for reasonable use of its facilities, subject to its convenience and board approvals, to SMMCHRI for all collaborative work, as per the norms prescribed by LIFIC, for effective implementation of the time-bound projects/student research; such use will be discussed on a case-to-case basis.

Both the Parties may choose to collaborate in specific disciplines/divisions/departments as Centres for conducting research work.

### IV. Project work / Publications and Patents

- Research funding arising as a result of collaborative work between the Parties may be published in/presented at national and international Journals/Conferences jointly with the mutual consent of collaborating Faculty, in the interest of the public. However, if it involves any proprietary designs or patents of LIFIC /SMMCHRI, the findings will be published and/or presented and further made public only with the prior consent of the authorized personnel representing SMMCHRI and LIFIC. In cases where the studies are fully sponsored either by SMMCHRI or LIFIC, the sole proprietary owner of the findings will be the organization funding the study. Under these circumstances, the Parties hereby acknowledge and agree that the ownership and title in any/all research publications and inventions developed, prepared, first reduced to practice, and/or created as part of the arrangement under this MOU and the proprietary rights therein, at all times, shall vest with the sponsor. In case of partial sponsorship by both parties, credit sharing will be decided upon a case-by-case basis.
- Research findings published by either Party will give credit to the other Party's contribution, but the Party publishing them will be entirely responsible for conclusions and interpretations reported.
- Each Party owns, and will continue to own all right, title and interest in and to any intellectual property that it owned prior to this MOU, or that it created or acquired independently of its obligations pursuant to this MOU.

  
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- Further, all the inputs by LIFIC or any of its staff/employee, under this MOU which is shared by LIFIC with SMMCHRI under this MOU shall always be identified as property of LIFIC and LIFIC shall be the owner of the any proprietary rights therein. Similarly, all the inputs by SMMCHRI or any of its staff/employee, under this MOU which is shared by SMMCHRI with LIFIC under this MOU shall always be identified as property of SMMCHRI and SMMCHRI shall be the owner of the any proprietary rights therein. Any exchange of material for research purposes by personnel in SMMCHRI and LIFIC will be done based on mutual consent and decided upon on a case-by-case basis.

#### V. Co-ordination Committee

- A two member steering committee will be constituted to monitor and review the collaborative programs between the two institutions. The members of the steering committee may be changed for operational reasons from time to time by the concerned organization independently

On behalf of SMMCHRI : **Dr.B.Kasinathan**

On behalf of LIFIC : **Mrs. Theboral Jeyabalam**

#### VI. Validity period

- This MOU shall be in effect initially for a period of 5 years from the date of signing by both the Parties, renewed further for 5 years if mutually agreed upon.
- This MOU may be terminated by either Party, immediately: (a) upon continuing breach of any material term of this MOU, if the other Party fails to remedy such breach within 30 (thirty) days of receipt of notice of such breach; (b) if either of the Parties are declared bankrupt or insolvent, becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business or function in the normal course.
- Any article of the MOU may be modified or changed by mutual agreement of the Parties hereto in writing. Any modifications/changes, which are mutually agreed between both the Parties, shall be effective from the date on which they are modified/ extended, unless otherwise agreed to.

#### VII. Confidentiality

- Each Party ("**Disclosing Party**") may from time to time during the term of this MOU disclose to the other Party ("**Receiving Party**") certain confidential information. The research and other related activities will be confidential and both parties will maintain the confidentiality of the same for their interests. Information shall not be considered confidential information to the extent, but only to the extent, that such information: (a) is already in the possession of the Receiving Party, and the same can be provided by a documentary evidence at the time of this MOU; (b) was already known to the Receiving Party or subsequently learned from an independent third party, free of any restrictions and without breach of this MOU; (c) is or

  
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becomes generally available to the public through no fault of the Receiving Party and without breaching the terms of this MOU; or (d) is independently developed by the Receiving Party without reference to any confidential information disclosed by the Disclosing Party.

- All confidential information disclosed under this MOU shall at all times remain the exclusive property of the Disclosing Party and the Receiving Party shall not have any right, title, claim etc. whatsoever over the same and shall not have any right to transfer, encumber, alienate, sell, share, assign, license or sub-let the same to any third party. Furthermore, neither the disclosure of any confidential information hereunder nor the execution of this MOU shall be construed as a grant, express or implied, of transfer, assignment or license of any right or interest in or to the confidential information of the Disclosing Party.

### VIII. Jurisdiction

In witness whereof, the parties hereto caused this instrument to be executed as of the day, month and the year indicated below: **6<sup>th</sup> August 2021**

For SMMCHRI, Chennai 600069

For LIFIC, Rangapuram, Vellore - 632009.

**Dr.B.Kasinathan**

**DEAN**

**Sri Muthukumaran Medical College**

**Hospital and Research Institute , Chennai**

**DEAN**

**SRI MUTHUKUMARAN MEDICAL COLLEGE  
HOSPITAL & RESEARCH INSTITUTE**

Chikkarayapuram, Near Mangalapuram,  
Chennai-600069

Signed in the presence of Witnesses

1.

2.

**Mrs. Theboral Jeyabalam**

**CEO & DIRECTOR**

**LIFIC,**

**Vellore**

Signed in the presence of Witnesses

1.

2.

**DEAN**

**SRI MUTHUKUMARAN MEDICAL COLLEGE  
HOSPITAL & RESEARCH INSTITUTE**  
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