

Government of Jharkhand

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Receipt Date: 22-Feb-2023 01:47:34 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

District Name: Ranchi

Stamp Duty Paid By: DOLLY KRISHNAN

Purpose of stamp duty paid: Memorandum of Understanding

First Party Name: BRAINOLOGY SCIENTIFIC ACADEMY OF

JHARKHAND RANCHI

Second Party Name: SARDAR VALLABH BHAI PATEL COLLEGE

BHABUA BIHAR

GRN Number: 2315905724

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This Receipt is to he used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक श्रुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक श्रुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

MEMORANDUM OF UNDERSTANDING

BETWEEN

BRAINOLOGY SCIENTIFIC ACADEMY OF JHARKHAND, RANCHI-834002

AND

SARDAR VALLABH BHAI PATEL COLLEGE, BHABUA ,KAIMUR, BIHAR -821101

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on 94th February, 2023 by and between the BRAINOLOGY SCIENTIFIC ACADEMY OF JHARKHAND, RANCHI, INDIA -834002 (hereinafte "BSAJ") and SARDAR VALLABH BHAI PATEL COLLEGE, BHABUA ,KAIMUR, HAR, INDIA

SARDAR VALLABH BHAI PATEL COLLEGE, BHABUA ,KAIMUR, IHAR, INDIA
-821101 (hereinafter "SVP College"). Both SVP College and BSAJ shall also be collectively referred to as the "Parties" or the "Institutions."

1.0 OBJECTIVE OF COOPERATION

The primary objective of this MOU is to create a means for cooperative efforts between SVP and BSAJ to affect clinical, academic and research ,conducting certificate courses and will also jointly organize symposia, seminars, conferences, workshops and other programs as mutually acreed. programs as mutually agreed.

2.0 SCOPE OF COOPERATION

The Parties agree to implement cooperation programs including but not limited to:

2.1 To collaborate and cooperate with each other in order to enhance the quality of teaching, training and research activities.

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- 2.2 To jointly organize symposia, seminars, conferences, workshops, certificate courses and other programs as mutually agreed.
- 2.3 To provide for exchange of students and other researchers of one institution with the other institution.
- 2.4 To provide opportunities for both faculty members and students to use the expertise and facilities available in both institutions through training of exchange brainstorming through of thoughts by students/staff and sessions/seminars/workshops and conferences.
- 2.5 To share research infrastructure and expertise available under a mutually agreed framework.
- 2.6 To jointly publish research papers in reputed journals.
- 2.7 To work jointly for the common research interest at national and international level
- 2.8 To support the exchange of academic and training material including access to library and other digital resources of each other.
- 2.9 To encourage any other activities that both the institutions agree to be of mutual benefit.

3.0. Areas of collaboration

The Institutions herein have, after considering their objectives and strengths, agreed to work together and collaborate in the following areas of interest: cancer biology, Neurobiology, metabolic diseases, Environmental issues, Bioinformatics, and any other domains encompassing in the field of life Sciences.

Joint Research Programmes

3.1.1. Parties may submit joint research proposals to national and international funding agencies in the areas of scientific research. For this purpose, roles and responsibilities of participating faculty members will be finalized on mutual

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discussion between the parties hereto in advance and confirmed by exchange of communications.

3.1.2. The procedural aspects of collaboration including financial obligations of each of the parties hereto shall be finalized on mutual discussion in respect of each specific project under this MoU and a separate agreement containing specific terms and conditions therefore will be executed between the parties hereto.

3.2 Joint Study Programmes

- **3.2.1**. Students and researchers will be allowed to carry out a part of their research work (if required) at a selected Department in SVP College, vice-versa depending upon specific requirements.
- 3.2.2. Mobility of Professors/Faculty will be encouraged.
- **3.2.3**.Arrangement of joint study programme may also be considered at Post-graduate/graduate/others level including credit sharing, subject to conditions as may be framed from time to time by parties.

4.0. Confidentiality

- **4.1.** Both parties here under agree that any information disclosed by one party to the other while carrying out collaborative activities under this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a need to know' basis only.
- **4.2.** All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or

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persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.

5.0. Intellectual property rights (IPR) protection

- **5.1**. IPR generated during the activities under the MOU shall be shared jointly. The extent of ownership shall be decided mutually depending upon the relative level of intellectual inputs made by the parties.
- **5.2.** The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by authorized authorities of **parties** mutually.
- **5.3.** Both parties shall not file any application for seeking IPR/patent in its own name or in the name of its associates or any other person(s) on any matter relating to the information developed under this MOU. However, they can seek intellectual property rights on joint names of the parties as may be mutually agreed, on a case to case basis.
- **5.4.** The above principles will apply to all the activities of IPR such as patenting, technology transfer and commercialisation of inventions developed out of the activities covered under this MOU.

6.0. Publication

- **6.1**. Publications, if any, in respect of the activities covered under this MOU shall be in the names of involved personnel from both parties. In all publications (papers, reports etc.,) it will be duly acknowledged that the work has been carried out by parties under this MOU between the parties.
- **6.2.** All ethical guidelines of research publication existent at both the Institutions will be followed strictly.

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Secretary

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7.0. Financial Commitment

7.1. This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, except as may be provided in activity-specific agreement(s) that may be entered into subsequently.

8.0 ENTRY INTO FORCE, DURATION AND TERMINATION

- **8.1.** This Memorandum of Understanding will be in force for a period of five years from the date of signing of the same and thereafter may be renewed for a further period of five years subject to such other terms and conditions as may be mutually agreed upon.
- **8.2.** This MoU may be terminated by either party by issuing a 6 (six) months notice in writing to the other party prior to the desired termination date. However, both parties agree that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of termination.

9.0. Force Majeure

9.1. Any of the parties hereto shall not be released from its obligations for any reason except for force majeure such as war, strike, fire, act of God or other causes beyond the control of the parties.

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Secretary

10.0 Amendment

10.1. This MOU may be amended or revised at any time by mutual written consent of The Parties, and such amendment shall form an integral part of this MOU.Such amendment or revision shall come into force on the date as may be determined by the Parties.

11.0 Miscellaneous:

- 11.1. If any provision of this MoU is held by any Court or othe authority to be illegal, void or unenforceable in whole or in part, the MoU shall continue to be valid in respect of the other provisions thereof.
- 11.2. Nothing in this MoU shall constitute, or be construed, a party as the partner, agent, employee or representative of the other party. Either of the Parties hereto must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligation on behalf of the other Party without the prior written approval of the other Party.
- 11.3. Each of the parties hereto agrees to comply with all laws applicable to the party concerned in respect of the activities undertaken in pursuance of this MoU.
- 11.4 All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or addressed registered mail by posted the

and

email delivered at or posted by registered mail addressed to Brainology Scientific Academy of Jharkhand, MIG B112, Harmu Chowk, Ranchi - 834002.

email- brainologyscientificacademy@gmail.com

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12.0. Arbitration and Jurisdiction

- 12.1. Any dispute arising out of or in connection with this Memorandum of Understanding or relating to its enforcement will be resolved by the parties hereto amicably. However, if the dispute remains unresolved, it shall be referred to an Arbitrator to be appointed by mutual consent of both the parties.
- 12.2. The place of arbitration shall be either at BSAJ, Ranchi or SVP college or as mutually agreed upon and the arbitration proceedings shal be as provided under the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding upon both the parties.
- 12.3. All legal disputes shall be subjected to the jurisdiction of the Courts in Ranchi or Patna.

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Thinkle Knishmen Treasurer

Bhabua, Kaimur

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MOU ON THE DATE SET FORTH ABOVE.

(i) For and on behalf of BRAINOLOGY SCIENTIFIC ACADEMY OF JHARKHAND, RANCHI, INDIA -834002

Name: Brainology Scientific Academy of Jharkhand

July Vermannia President

Mr Mohit Verma President Brainology Scientific Academy of Jharkhand Brainology Scientific Academy of Jharkman

Name:

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Miss Twinkle Kumari Krishnan Treasurer Brainology Scientific Academy of Jharkhand

Name: Brainology Scientific Academy of Jharkhano

Secretary

Miss Dolly Krishnan Secretary Brainology Scientific Academy of Jharkhand

(ii) For and on behalf of SARDAR VALLABH BHAI PATEL COLLEGE, BHABUA, KAIMUR, BIHAR, INDIA =821101

Name:

Principal

3. V. P. College

Shabus Kaimur

Dr. Shankar Prasad Sharma Principal SVP College, Bhabua, Bihar Name:

JEPARIMENT OF ZOOLOGY
S. V. Patel College, Bhabus

Dr. Anand Prakash Head, Department of Zoology SVP college Bhabua, Bihar