

MOU

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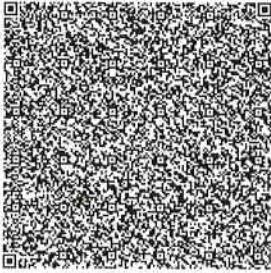


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

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Certificate No. : IN-KA95115354694271Q
Certificate Issued Date : 15-Feb-2018 11:50 AM
Account Reference : SHCIL (FI)/ ka-shcil/ MALLESHWARAM1/ KA-BA
Unique Doc. Reference : SUBIN-KAKA-SHCIL39808340970302Q
Purchased by : CENTRE FOR BRAIN RESEARCH BANGALORE
Description of Document : Article 12 Bond
Description : TRIPARTITE AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : CENTRE FOR BRAIN RESEARCH BANGALORE
Second Party : NIMHANS BANGALORE AND SDUMC KOLAR
Stamp Duty Paid By : CENTRE FOR BRAIN RESEARCH BANGALORE
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Authorized Signatory
for Stock Holding Corporation of India Ltd.

-----Please write or type below this line-----

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made and executed on 15th day of February in Two thousand eighteen (19/02/2018) (herein after called as effective date)

BY AND AMONGST

Centre for Brain Research, a society registered under the Karnataka Societies Registration Act, 1960 and an autonomous Centre at the Indian Institute of Science, Bangalore having its registered office at Sir C.V Raman Road, Malleswaram, Bangalore - 560 012 (hereinafter

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referred to as the 'CBR', an expression unless repugnant to the context or meaning thereof, shall mean and include successors-in-interest and permitted assign) of the FIRST PART

AND

National Institute of Mental Health and Neurosciences, having its registered office at Hosur Road / Dr M H Marigowda Road, Bengaluru, Karnataka 560029,India (hereinafter referred to as **NIMHANS**, an expression unless repugnant to the context or meaning thereof, shall mean and include its successors -in-interest and permitted assigns) of the SECOND PART

AND

Sri Devaraj Urs Academy of Hgher Educational and Research, a Deemed to be University under the aegis of Sri Devaraj Urs Educational Trust for Backward Classes, Kolar having its registered office in Tamaka, Kolar-563101 (herein after referred as **SDUAHER**, an expression unless repugnant to the context or meaning thereof, shall mean and include its successors -in-interest and permitted assigns) of the THIRD PART

Each of the parties mentioned above, are hereinafter collectively referred to as the "Parties" and individually as a "Party":

WHEREAS:

CBR and NIMHANS have entered into an MOU on 19th February 2018.

As per the scope given in that MOU, NIMHANS and CBR will collaborate to engage in interdisciplinary research for studying the factors associated with aging brain and cognitive changes in an Indian population, named Srinivaspura Aging NeuroSenescence and COGNition study (SANSCOG). And both parties shall expand the above mentioned activities as deemed necessary by CBR and NIMHANS to meet the research and public health requirements of the country.

Now CBR and NIMHANS have resolved to enter into a fresh MOU with SDUAHER, to take forward the activities under the SANCOG. SDUAHER also has expressed interest in colloborating with CBR and NIMHANS in SANSCOG project and the parties are convinced that such a collaboration will be beneficial collectively for the project and individually the institutions concerned.

Towards this end CBR,NIMHANS and SDUAHER are enetering into this MOU.

1 FINANCIAL ARRANGEMENT

1.1 Implementation of the SANSCOG project shall be subject to the availability of the required funds. CBR will provide financial support for conducting the activity carried out as mentioned under scope. There will be no direct financial obligation on NIMHANS and SDUAHER towards CBR.

1.2 SDUAHER shall extend the necessary facilities required for the project. CBR,NIMHANS and SDUAHER would identify the facilities and also arrive at the charges to be paid.CBR will make the payment to SDUAHER, accordingly:

1.3 CBR may also procure any equipment required for the project and place them at the custody of SDUAHER with the mutual consent. Such equipment will be returned to CBR, on the completion of the project or on the expiry of MOU, whichever is earlier.

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2. GOVERNANCE

2.1. In order to support the development of this collaboration, all the parties agree to review the progress of their collaboration every twelve months;

2.2. The authorized representatives for the purposes of this MOU are Prof. Vijayalakshmi Ravindranath from CBR, Prof. B.N. Gangadhar, Director from NIMHANS and Prof. A.V.M. Kutty, Registrar, Sri Devaraj Urs Academy of Higher Education and Research.

3. CONFIDENTIALITY

3.1. Participants are under obligation to refrain from disclosure of any confidential information which they have received from other participant. The term "Confidential Information" with respect to a Party shall mean any written, electronic, visual, verbal or other form of technical or business information and data received from and pertaining to such Party other than information that:

- (a) is already in the recipient Party's possession at the time of disclosure thereof;
- (b) is or later becomes part of the public domain through no fault of the recipient Party;
- (c) is received from a third party having no obligations of confidentiality to the disclosing Party;
- (d) is independently developed by the recipient Party as evidenced by contemporaneous written records; or
- (e) is required by law or regulation, or any governmental agency, court or administrative body to be disclosed.

3.2. All the parties agree that this article shall continue to be binding between the parties notwithstanding the termination or expiration of this MoU.

4. PUBLICATION AND INTELLECTUAL PROPERTY

4.1 The parties acknowledge that the results of the research under this project executed in collaboration shall be published with authors from the parties who have contributed. The publishing Institution will use all reasonable endeavors to acknowledge the other parties in accordance of their contribution in the proposed published work. In order to avoid loss of patent rights as a result of premature public disclosure of patentable information, each Party will submit any prepublication materials disclosing the results of the Research Program to the other for review and comment at least thirty (30) days prior to planned submission for publication. The authorship will be based on the International Committee of Medical Journal editor guidelines or similar guidelines at the time of publication.

4.2 Data Access – All the parties acknowledge that investigators from all the institutes will have full access to the data. Data will also be accessible to the ethics committees of the institutes for inspection to the extent permitted by law.

4.3 Any intellectual property arising out of the project will belong to all the parties in accordance with the contribution and due credits will be given to investigators from all sides

5. FORCE MAJEURE

5.1. If at any time during the continuance of this MoU, the performance in whole or in part by any of the parties of any objectives under this MoU is prevented or delayed by reason of governmental decision, war, hostilities, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including but not limited to electricity, water, fuel and the like), strike and lockout or other event beyond the reasonable control of the Party concerned (hereinafter

referred to as "Eventuality"), then notice of such Eventuality shall be given by any of the parties to the others within fifteen (15) days from the date of occurrence thereof;

5.2. In the event of any of the parties not being able to by reason of an Eventuality, meet any of its objectives under this M o U, such objectives shall be suspended for as long as the inability continues or any date mutually agreed among the Parties. None of the Parties shall be liable to the other Parties for any loss or damage sustained by the other Parties arising from the occurrence of any such events.

6. LIABILITY

6.1. All the parties further agree that no employment relationship or partnership, express or implied, is created among them.

7. ARBITRATION

7.1. In the event of any dispute relating to the interpretation or performance of this M o U arising amongst the Parties, the Parties will first do their utmost to settle their dispute amicably. Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to Arbitration i.e. within 30 days of attempts of parties to resolve the same mutually and amicably.

7.2 . The place of arbitration shall be Bangalore. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim referred to arbitration shall be decided in accordance with the laws of India and courts in Bangalore City alone shall have jurisdiction.

8. DURATION OF MOU

The MOU would be effective for a period of 10 (ten) years from the date of signing it. The Parties shall have the option to negotiate an extension of the Term under the terms which are agreeable to all parties. Such option may be exercised by the agreement of the Parties and on such terms and conditions as may be agreed upon.

9. CONFLICT OF INTEREST

All the Parties warrant that this M o U is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this M o U. All the parties also agree that this M o U will not be treated as a deterrent to allow similar activities or collaboration with other organizations.

10. AMENDMENTS

10.1 Any of the parties may request in writing for a revision, amendment or modification of all or any part of this M o U.

10.2. Any revision, amendment or modification agreed to amongst the Parties shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this M o U.

11. ASSIGNMENT

This M o U shall not be assigned by any of the parties without the prior written consent of the other parties.

12. TERMINATION

12.1. Any of the parties may terminate this M o U at any time by means of at least 90 calendar days' written notice to the other Parties;


12.2. The early termination of this M o U will not affect the completion of any co-operation measures that were agreed under the annual work programmes whilst it was in force;


12.3. In case of early termination of M o U any on-going work which may have been agreed upon prior to the date of the termination of the M o U, shall continue unless mutually agreed upon by all the Parties.


13. Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of NIMHANS, CBR. or SDUAHER


IN WITNESS WHEREOF, the parties have executed this Agreement on the date mentioned hereinabove.


Witness


1. 
(A. Mohan Das)


1. For CENTRE FOR BRAIN RESEARCH
(Professor Vijayalakshmi Ravindranath)

2. 
Dr. Naren Rao.


2. For NATIONAL INSTITUTE OF MENTAL
HEALTH AND NEURO SCIENCES
(Professor B.N. Gangadhar)
Director, NIMHANS

3. 
Dr. Prasanna K. Koller
Prof. Com. Med
SDUHER Koller.

3. For SRI DEVRAJ URS ACADEMY OF
HIGHER EDUCATION AND RESEARCH

(Professor A.V.M. Kutty)
Registrar, SDUAHER



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