



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

25AA 960587

**UMBRELLA MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TEZPUR UNIVERSITY**

**NAPAAM, TEZPUR, ASSAM 784028**

**AND**

**TRIPURA UNIVERSITY**

**SURYAMANINAGAR, AGARTALA, TRIPURA, 799022**

**AND**

**THE UNIVERSITY OF BURDWAN, BURDWAN-713 104, WEST BENGAL**

This Agreement made and entered into on this 21<sup>st</sup> day of October 2020, between THE UNIVERSITY OF BURDWAN, RAJBATI, BURDWAN, WEST BENGAL 713104, INDIA (hereinafter called "BU" which expression shall where the context so admits include its successors and permitted assignees) with its having administrative office at Rajbati, Burdwan 713 104, West Bengal of the one part. AND TEZPUR UNIVERSITY, NAPAAM, TEZPUR, ASSAM 784028, INDIA (hereinafter called "TEZU" which expression shall where the context so admits include its successors and permitted assignees) and the other part. AND TRIPURA UNIVERSITY, SURYAMANINAGAR, AGARTALA, TRIPURA, 799022, INDIA (hereinafter called "TU" which expression shall where the context so admits include its successors and permitted assignees) and the other part.

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*(Dr. Deepak Sharma)*  
Registrar  
Tripura University

*Facilitating  
Research under STRIDE, UGC Project*

*The parties will discuss in the fields of common research interests and allied activities between the three institutions for long-term collaboration for promotion of students' interests development of competencies and quality research in cutting edge areas in accordance with the provisions contained in the Guidelines of STRIDE Project. UGC.*

*AND WHEREAS the "BU", established on 15th June 1960 by Govt. of West Bengal vide Act No. XXIX of 1959 and recognized by University Grants Commission (under Section 12B of the UGC Act, 1956) at its Department of Commerce is involved in studies on various disciplines of AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the partnering parties.*

### 1.0 PREAMBLE

Whereas, "THE UNIVERSITY OF BURDWAN (BU)" is one part and "TEZPUR UNIVERSITY (TEZU)" and "TRIPURA UNIVERSITY (TU)" are the other, all are parties to this MoU:

Whereas, "TEZPUR UNIVERSITY (TEZU)" is a leading University in Assam engaged in teaching and research in different fields of knowledge and learning and has brief competencies on the area. And has competencies and expertise on the proposed area of collaboration


Whereas, "TRIPURA UNIVERSITY (TU)" is a leading University in Tripura engaged in teaching and research in different fields of knowledge and learning and has brief competencies on the area. And has competencies and expertise on the proposed area of collaboration

Whereas, "THE UNIVERSITY OF BURDWAN (BU)" is a leading University in West Bengal engaged in teaching and research in different fields of knowledge and learning and has brief competencies on the area and has competencies and expertise on the proposed area of collaboration

All the parties are entering into this MoU for Research and Academic Collaboration in respect of taking part jointly in a research project under "STRIDE" of the University Grants Commission, India. The parties have discussed about their common research interest and submitted a project proposal to the University Grants Commission under the scheme named "STRIDE"

### 2.0 OBJECTIVES OF THE MOU

- a) Joint collaboration in Research and Academic fields under "STRIDE-III" of the University Grants Commission, India.
- b) Development of competencies and expertise on the proposed area of collaboration
- c) Improvement in the areas of common research of interest.

  
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(Dr. Deepak Sharma)  
Registrar  
Tripura University

### 3.0 PROPOSED MODES OF COLLABORATION

(a) As per understanding among them following steps have been (or will be) initiated for common interest:

(i) **The name of the project is entitled as: Socially Responsible Business Practices: Analysis of the Indian Scene.**

(ii) The said project, if accepted by the University Grants Commission, will be lead (Principal Investigator, herein after called as PI) by Professor Santanu Kumar Ghosh of the Department of Commerce of the University of Burdwan.

(iii) Co-investigators are:

Sl No	Name of Co-investigators
1	Prof. Arindam Das of the Department of Commerce of the University of Burdwan
2	Dr. Arindam Laha of the Department of Commerce of the University of Burdwan
3	Dr. Som Sankar Sen of the Department of Commerce of the University of Burdwan
4	Dr. Sumit Kumar Maji of the Department of Commerce of the University of Burdwan
5	Dr. Manidipa Das Gupta of the Department of Commerce of the University of Burdwan and
6	Dr. Santi Gopal Maji of the Department of Commerce of Tezpur University, Assam (On lien from NEHU as Assistant Professor w.e.f. 12.12.2019 to 11.12.2021) and
7	Dr. Subir Kumar Sen of the Department of Commerce of Tripura University, Tripura

(b) Steps of Collaboration:

(i) The Department of Commerce of the University of Burdwan will be the Nodal Centre. Tezpur University and Tripura University will be two Research Station associated with the Nodal Centre in respect of the concerned project.

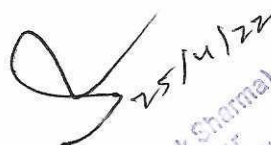
(ii) The financial expenses to run the activities of the Nodal Centre at The University of Burdwan will be borne by all three participating institutions. The common costs and the proportion of responsibility to be shared by each institution will be identified by the PI and the Co-PIs. Here, the expenses and costs mentioned above will be borne out of the funds received or to be received from the UGC for the purpose of the STRIDE-III Project as mentioned in 3.0(a) (i) above.

(iii) The financial responsibility of all the researchers will be personal and the institutions will in no way become liable except for the duties which they are required to perform as per the existing rules of the University Grants Commission and the university concerned.

(iv) All researchers will be jointly liable to conduct the research study as mentioned in 3.0 (a) (i) above.

(v) Researchers will make decisions jointly under the leadership of the PI, as mentioned in 3.0 (a) (ii) above.

(vi) All researchers will follow the requirements laid down in the submitted project to the University Grants Commission, India and the associated scheme.

  
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(Dr. Dheeraj Sharma)  
Registrar  
Tripura University

(vii) All academic as well as administrative matters relating to the functioning of the Research Stations (at Tezpur University and Tripura University) concerning this project, will be settled by the respective university in consultation with the PI of the project.

(viii) All researchers will be liable to complete the duties relating to the execution of the research project mentioned in 3.0 (a) (i) above as per the sanctioned terms and conditions of the University Grants Commission, India.

(ix) For conducting joint activities relating to the Project as mentioned in 3.0 (a) (i) above, the expenditure/cost of data collection, T.A, D.A and other relevant expenditure of the research team will be borne by the fund allocated to the respective Research Station as mentioned in the Project.

(xi) The Research Station located at Tripura University will be responsible to conduct survey in Tripura and Lower Assam and all expenses relating thereto will be borne from the fund allocated to this research station.

**And**

Accordingly the survey related expenditure of Meghalaya and Upper Assam will be borne by the Research Station located at the Tezpur University from the fund allocated to this Research Station.

**And**

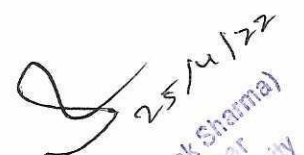
It is also agreed that all the activities (including financial matters) related to this research Project as mentioned in 3.0 (a) (i) above, will be closely monitored by the Nodal centre located at the Burdwan University.

(xi) Hereinafter, it is also stated that, for any visit of the Researchers, Experts, Enumerators and any other staff related to the Project as mentioned in 3.0 (a) (i) above, to any Research Station, associated expenditures will be borne by the host Research Station from their allocated funds. All visits to the Research Stations from the Nodal Centre will be funded by the respective Research Station situated at Tezpur and Tripura.

(c) When the collaboration matures, possibility of similar research and or academic collaborations in other fields of studies may be explored with mutual consent and discussion.

#### 4.0 CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that, this information:

  
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Dr. Deepak Sharma  
Registrar  
Tripura University

- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
- is already known or become known to the receiving party,
- is received from a third party having no obligations of confidentiality to the disclosing party.
- is independently developed by the receiving party, or
- is required to be disclosed by law or court order.

## 5.0 NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular business, partnership, or dealership agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## 6.0 TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph and can be renewed through mutual interest. 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 upon 90 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Business Agreement, Confidentiality clause as referenced in clause 4 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

## 7.0 RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose. Now onwards, till the validity of this agreement, both the parties may mention the name and LOGO of the other in their documents as "COLLABORATOR" for purposes as may be required to carry out the research under the scheme for which this MOU is made. But such an instance should be communicated by the user to the other party in writing beforehand.

## 8.0 INTELLECTUAL PROPERTY RIGHTS (IP)

Intellectual property rights of both the parties will continue to be maintained as is and no party will have rights to any IP already existing with each party. In case of any IP developed jointly, both parties would sign a separate agreement on a mutually agreed basis for such an instance and terms of the same would NOT be guided through this MOU.

## 9.0 ASSIGNMENT AND SCOPES

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

  
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Dr. Doenak Sharma)  
Registrar  
Tribhuvan University

## 10.0 AMENDMENTS

Amendments or changes to this agreement or MoU shall be made in writing and signed by the duly authorized Representatives of the parties.

## 11.0 FUNDING

The initial stage of this agreement would not be funded by any of the parties; however, each party would be responsible for the cost of their travel and living expenses.

After the inception, when the collaboration matures, the funding may be realized on application to University Grant Commission (UGC). The Parties can submit joint project proposals to relevant funding agencies and the funding applications should be made by the participating parties with their mutual consent and discussions regarding the scope and extent of such funded program and its goals.

## 12.0 COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU

## 13.0 POINT OF CONTACTS

Each Party will nominate its own representatives who would be responsible for all measures to be undertaken under this agreement and they would be called point of contact (PoC). The point of contact for each of the parties is mentioned below:

### FOR TEZPUR UNIVERSITY

Dr. Santi Gopal Maji, Associate Professor, Department of Commerce, Tezpur University, Napaam, Tezpur, Assam 784028, India

Email: [sgmaji2010@gmail.com](mailto:sgmaji2010@gmail.com); Phone No. +91-9434030244

(On lien from NEHU as Assistant Professor w.e.f. 12.12.2019 to 11.12.2021)

### FOR TRIPURA UNIVERSITY

Dr. Subir Kumar Sen, Assistant Professor, Department of Commerce, Tripura University, Suryamaninagar, Agartala-799022, Tripura, India

Email: [subirkumarsen@gmail.com](mailto:subirkumarsen@gmail.com); Phone No. +91-9089880888

### FOR THE UNIVERSITY OF BURDWAN


Prof Santanu Kumar Ghosh, Department of Commerce, The University of Burdwan, Golapbag, P.O.-Rajbati, Dist- East Burdwan, West Bengal-713104, India

Email: [shantanu.kaizen@gmail.com](mailto:shantanu.kaizen@gmail.com), Phone: +919434360561

## 14.0 MODIFICATIONS TO MOU

Any amendment or modifications of this MOU shall be in writing by both parties.

The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

  
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(Dr. Deepak Sharma)  
Registrar  
Tripura University

**15.0 FORCE MAJEURE**


Neither party shall be held responsible for non-fulfillment of their respective obligation under this MoU due to circumstances beyond their control but not limited to war, flood, cyclones, riots, strikes etc. If such condition continues beyond six months, the parties shall then mutually decide about the future course of action. Either party shall intimate each other of any such event.

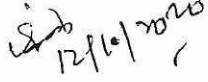
In witness whereof, the parties hereto have signed this MOU on the 9th Day of October 2020


**a) SIGNED IN DUPLICATE**

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

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.

On behalf of  
Tezpur University, Assam  
By : 

On behalf of  
Tripura University,  
Tripura  
By :  12/10/2020


On behalf of  
The University of Burdwan,  
West Bengal  
By : 

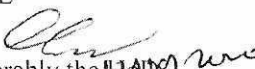
Name : Dr. Bireen Das  
Title : The Registrar,  
Tezpur University  
Registrar  
Date : Tezpur University  
Napaam, Tezpur


Name : DR. K. B. JAMATIA  
Title : The Registrar,  
Tripura University  
( Dr. K.B. Jamatia )  
Registrar (i/c)  
Date : Tripura University  
SEAL

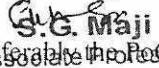
Name : PROF. ABHIJIT MAZUMDAR  
Title : The Registrar,  
The University of Burdwan  
Date : 09.10.2020  
SEAL


THE UNIVERSITY OF BURDWAN  
713104

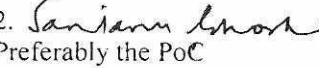
Witness:  
1.  20/10/2020  
Preferably the HoD  
Department of Commerce  
Tezpur University


SEAL  
1.   
Preferably the HoD  
(Dr. Chinmoy Roy)  
Professor & Head  
Department of Commerce  
Tripura University

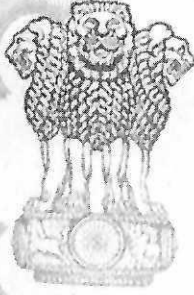
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1.   
Preferably the HoD  
HEAD  
DEPARTMENT OF COMMERCE  
THE UNIVERSITY OF BURDWAN

2.   
Preferably the Registrar  
Department of Commerce  
Tezpur University  
Napaam, Assam - 784028  
Co-PI

2.   
Preferably the PoC  
Co - PI and  
Assistant Professor  
Department of Commerce  
Tripura University

2.   
Preferably the PoC  
PI  
UGC STRIDE-III

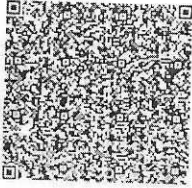
  
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Dr. Deepak Sharma  
Registrar  
Tripura University



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**INDIA NON JUDICIAL**  
**Government of Tripura**  
**e-Stamp**

Certificate No. : IN-TR03444188761560S  
Certificate Issued Date : 06-Aug-2020 11:27 AM  
Account Reference : NONACC (SV)/ tr12000504/ AGARTALA/ TR-WTR  
Unique Doc. Reference : SUBIN-TRTR1200050406515021976748S  
Purchased by : TRIPURA UNIVERSITY  
Description of Document : Article IA-5(1) Memorandum of an Agreement  
Property Description : MOU  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : TRIPURA UNIVERSITY  
Second Party : KIIT TBI  
Stamp Duty Paid By : TRIPURA UNIVERSITY  
Stamp Duty Amount(Rs.) : 20  
(Twenty only)



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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**TRIPURA UNIVERSITY, AGARTALA, TRIPURA**  
**AND**  
**KIIT TECHNOLOGY BUSINESS INCUBATOR (KIIT-TBI)**  
**KALINGA INSTITUTE OF INDUSTRIAL TECHNOLOGY (KIIT),**  
*Deemed to be University*  
**BHUBANESWAR, ODISHA**

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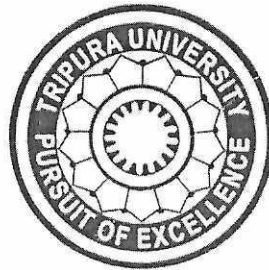
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Tripura University  
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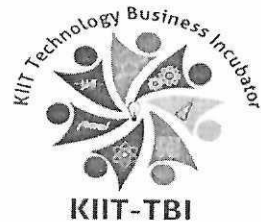
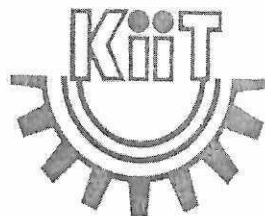
MEMORANDUM OF UNDERSTANDING

BETWEEN


TRIPURA UNIVERSITY, AGARTALA, TRIPURA



AND



**KIIT TECHNOLOGY BUSINESS INCUBATOR (KIIT-TBI)**  
**KALINGA INSTITUTE OF INDUSTRIAL TECHNOLOGY (KIIT),**  
*Deemed to be University*  
**BHUBANESWAR, ODISHA**

  
25/4/22  
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Registrar  
Tripura University  
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MEMORANDUM OF UNDERSTANDING

BETWEEN

TRIPURA UNIVERSITY, AGARTALA, TRIPURA

AND

KIIT TECHNOLOGY BUSINESS INCUBATOR (KIIT-TBI)  
KALINGA INSTITUTE OF INDUSTRIAL TECHNOLOGY (KIIT),  
BHUBANESWAR, ODISHA

This Memorandum of Understanding (MoU) is made on this 7<sup>th</sup> day of August 2020.

BETWEEN

**Tripura University, Agartala** 799022, Tripura (hereinafter called Tripura University, Agartala which expression shall where the context so admits includes its successors and permitted assigns), was established in 1987 through the Tripura University Act, on the grounds of CUPGC. The Tripura University Act envisages that the objective of the University shall not only be “to disseminate and advance knowledge by providing instructional and research facilities” in the state in areas of contemporary relevance to the society and the country (with the motto “pursuit of excellence”) but to make special provisions for studies in tribal life and culture and to introduce vocational subjects with a view to provide employment opportunities to the students. The Act specifically enjoins the University to organise specialized diploma, degree and post-graduate courses in certain subjects.

AND

**KIIT Technology Business Incubator (KIIT-TBI)**, is a section 25 Non-Profit Organizations having CIN U80302OR2009NPL011211 (hereinafter referred as “KIIT-TBI” which expression shall include its successors in interest/business and permitted assigns) of the other part. Established in 2009 with support from Department of Science and Technology (DST), Government of India, KIIT-TBI has been playing a leading role in promoting innovation and building enterprises across pan India. The registered address of KIIT-TBI is Campus XI, KIIT University, Patia, Bhubaneswar 751024, Odisha, INDIA and Email: [biotbi@kiitincubator.in](mailto:biotbi@kiitincubator.in).

**Preamble:**

WHEREAS **Tripura University, Agartala** is a premier institute for higher education and research. The number of affiliated Colleges at present is 52 among which there are 27 General Degree Colleges, 19 Professional Degree Colleges, 2 Technical Colleges and 4 Polytechnic Institutes. The University is running various courses under Science and Arts & Commerce Faculty. A total number of 44 courses run under the University, which includes Certificate Courses, Undergraduate, Post Graduate Diploma and Post Graduate Studies. In addition to these, PhD programmes are also offered in 34 subjects. Tripura University has been converted to a Central University w.e.f 2nd July, 2007 under the Tripura University Act, 2006 as enacted by the Parliament.

  
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Page (3)  
(Dr. Deepak Saha)  
Registrar  
Tripura University

WHEREAS **KIIT-TBI** is one of the leading incubators for its phenomenal work in supporting and nurturing innovative technologies and startups, specifically in the biotech arena.

AND **Tripura University, Agartala** is willing to collaborate with **KIIT-TBI** in promoting bioentrepreneurship and building a strong innovation ecosystem in the North East Region.

Here under and hereinafter **Tripura University, Agartala** and **KIIT-TBI** shall be collectively referred to as "Parties" and individually as "Party".


NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

### **Purpose & Objectives:**

The purpose of this MoU is to create a framework for collaboration between **Tripura University, Agartala** and **KIIT-TBI** with the objectives as given below:

### **1. AREAS OF CO – OPERATION**

- 1.1. Engage in enhancing the academic interactions for translational activities between various institutions and universities in and around North East, which are already in physical proximity to strengthen innovation ecosystem of the region.
- 1.2. Assist in institutionalization of new incubators by public and private organizations while capacity building of existing Technology Business Incubators in North East.
- 1.3. Mining of techno-commercial resource pool of North East region to gain fair understanding of market dynamics and create linkages between innovation and potential consumer markets for start-ups.
- 1.4. Providing support in creating partnership framework between complementary institutes and incubators to strengthen and harness each other's techno-commercial expertise.
- 1.5. Develop joint capacity building workshops to create awareness of different funding start up schemes and also develop specialized training programs in bio-entrepreneurship for first generation technopreneurs.
- 1.6. Develop joint translational research projects of common interest and collaborate & work together in mutually agreed areas.
- 1.7. Facilitate and encourage complementary exchange/ seeding of startups from local region and mature ecosystem.
- 1.8. Provide physical and virtual incubation services for entrepreneurship development.
- 1.9. Exchanges of scientists, technologists, research personnel between the two institutes for knowledge sharing purpose.
- 1.10. Other activities mutually agreed upon by the Parties.

  
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Dr. Dasgupta Shantanu  
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- 1.11. Map & document the innovation & technologies available in the region linked to Biotechnology and allied areas.


## 2. JOINT UNDERTAKING

### 2.1. Tripura University, Agartala and KIIT-TBI agree

- 2.1.1. To pool their resources, expertise and facilities and complement each other, to their best effort, in the implementation of the activities under this MoU.
- 2.1.2. To share knowledge and information for promotion of bioentrepreneurship as mentioned under this MoU.
- 2.1.3. To extend assistance and cooperation to one another in the achievement of their common goals during the programme.
- 2.1.4. Authorship of international presentations and technical papers as a result of non-outsourced, collaborative activities carried out under the MoU shall be decided by all parties in accord with principles of equality, reciprocity, and mutual benefit keeping in mind the scientific ethics of authorship.
- 2.1.5. Any background intellectual property owned by either party prior to the signing of the MoU and which will be used for activities under the MoU shall remain the property of the said party and the other party shall not claim ownership on such intellectual property. The use of background knowledge/intellectual property for the activities under the MoU shall be solely for that purpose.

## 3. CONFIDENTIALITY

- 3.1. Each Party agrees to use any confidential information (as defined below) of the other party disclosed under this MoU solely for the purposes of this MoU. "Confidential Information" means any information in any form that is marked at the time of disclosure as being "Confidential" or words of similar meaning.
- 3.2. Neither of the parties shall, without the prior written consent of the other party, disclose any confidential information relating to this MoU to any third party.
- 3.3. Each Party agrees to make confidential information available only to those employees and students who require access to it in the performance of this MoU, and to inform them of the confidential nature of such information and their obligation to project such confidentially. Each Party shall exert reasonable efforts, no less than the protection given to its own confidential information, to maintain such information in confidence.
- 3.4. Each Party agrees that the obligations of confidentiality contained herein shall not attach to information that is required to be disclosed by court rule or government law or regulation, provided that the Receiving Party gives the

  
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(Dr. Deepak Sharma)  
Registrar  
Tripura University

Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure.

3.5. The obligation of confidentiality hereunder shall carry on in force for a period of Five (5) years from the termination or expiry of this MoU.

3.6. Nothing in this MoU constitutes or implies any representation, warranty or undertaking by the disclosing party of the accuracy or completeness of the information or materials provided as part of its involvement hereunder.

#### **4. TERM AND TERMINATION**

4.1. This MoU shall commence from the effective date of signing for a period of five (5) years (Initial Term). The MOU will automatically lapse after five years, unless renewed.

4.2. This MoU will be renewed based on mutual consent. If the MoU remains dormant for three (3) consecutive years, it will be deemed to have lapsed.

4.3. Either party shall be entitled at any time at its absolute discretion to terminate this MoU by giving at least three (3) months prior written notice to the other party. Such termination shall not affect the implementation of the activities established under this MoU prior to the effective date of the termination.

4.4. Each Party shall ensure that adequate arrangements have been made to complete all commitments before this MoU is terminated.

#### **5. VARIATION AND MODIFICATION**


5.1. This MoU may be varied or modified by agreement in writing and signed by both Parties.

#### **6. DISPUTE RESOLUTION**

The parties agree that mutual goodwill and understanding forms the basis of this MoU. Nothing mentioned in this MoU shall deem to constitute partnership between the signing Institutions appointing one party as an agent of the other. This MoU will be effective upon signature by the authorized signatories of the Institutions.

Any dispute arising out of or in relation to this MoU shall be settled by the parties amicably through mutual consultations and negotiations. Except as herein before provided, all disputes arising out of or in connection with this agreement shall be referred the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The decision of the arbitrator shall be final and binding on both the parties. The venue of arbitration shall be in New Delhi and the arbitration proceedings shall take place under the Indian Arbitration and Conciliation Act 1996 (as amended from time to time). Each party shall bear and pay its own cost of arbitration proceedings. The provision of this clause shall not become inoperative notwithstanding this agreement expires or ceases to exist or is terminated or revoked.

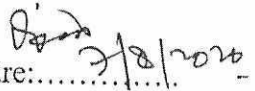
The language of arbitration proceedings will be English only

  
25/4/22  
(Dr. Deepak Sharma)  
Registrar  
Tripura University

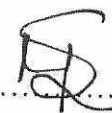
- a. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award
- b. The provisions of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

**IN WITNESS WHEREOF** the Parties have caused this MoU of Understanding to be executed on the date first above written.

For and on behalf of  
**Tripura University, Agartala**

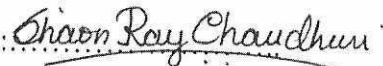
Signature:   
Name: **Dr. K. B. Jamatia**  
Designation: Registrar,  
Tripura University, Agartala  
( Dr. K.B. Jamatia )  
Registrar (i/c)  
Seal: **Tripura University**

For and on behalf of  
**KIIT-TBI, Odisha**

Signature:   
Name: **Dr Mrutyunjay Suar**  
Designation: CEO  
KIIT Technology Business Incubator  
(**KIIT-TBI**), KIIT University, Odisha  
Seal:

WITNESSES

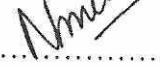
For and on behalf of  
**Tripura University, Agartala**

Signature:   
Name: **Dr Shaon Ray Chaudhuri** 7/8/2020  
Designation: Associate Professor,  
Department of Microbiology,  
**Tripura University, Agartala**

Seal: 

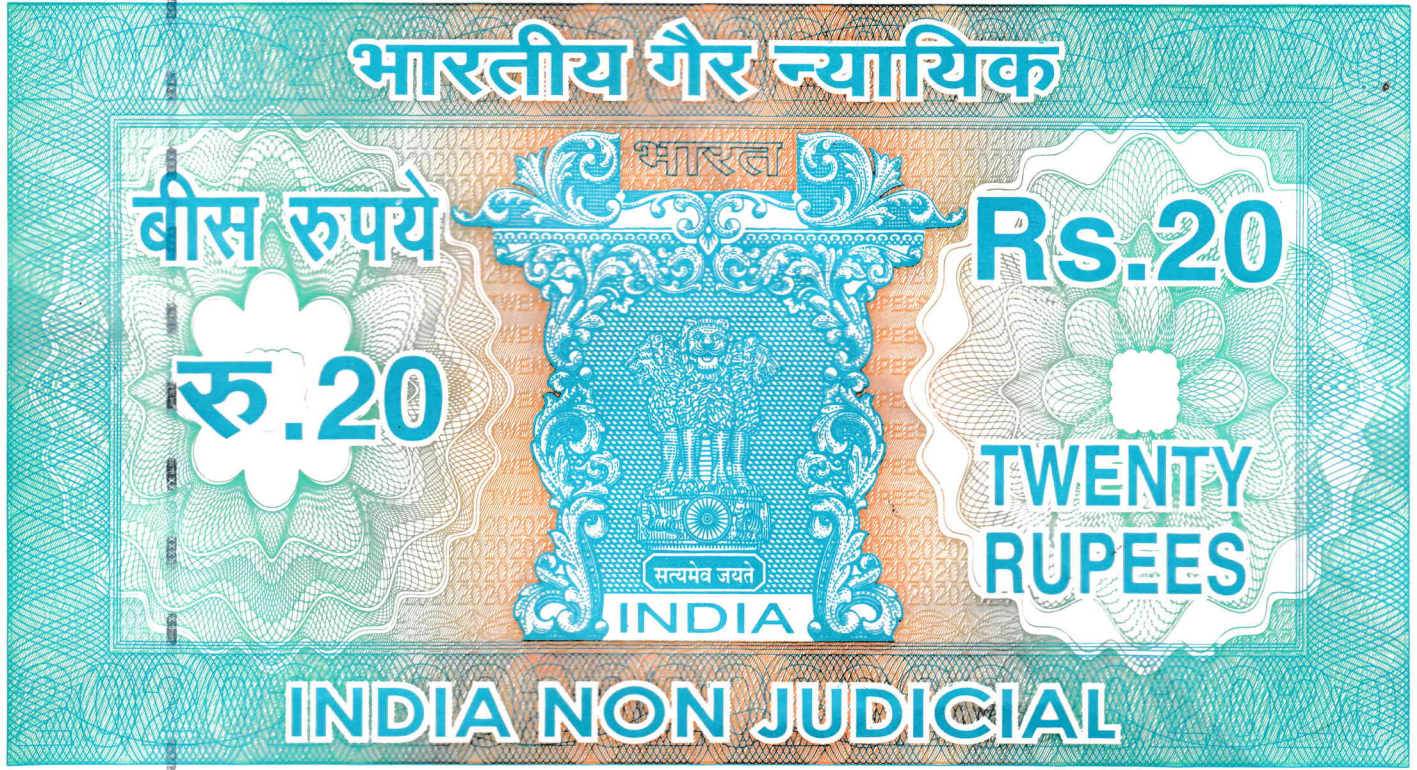
<b>Dr. Shaon Ray Chaudhuri</b> Associate Professor Department of Microbiology TRIPURA UNIVERSITY Suryamaninagar, Tripura - 799 022
--

For and on behalf of  
**KIIT-TBI, Odisha**

Signature:   
Name: **Dr Namrata Misra**  
Designation: Head-Bioinnovations  
**KIIT-TBI**

Seal:

  
25/4/22  
(**Dr. Deepak Sharma**)  
Registrar  
Tripura University



पश्चिम बंगाल WEST BENGAL

25AA 960587

**UMBRELLA MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TEZPUR UNIVERSITY  
NAPAAM, TEZPUR, ASSAM 784028**

**AND**

**TRIPURA UNIVERSITY  
SURYAMANINAGAR, AGARTALA, TRIPURA, 799022  
AND**

**THE UNIVERSITY OF BURDWAN, BURDWAN-713 104, WEST BENGAL**

This Agreement made and entered into on this 21<sup>st</sup> day of October 2020, between THE UNIVERSITY OF BURDWAN, RAJBATI, BURDWAN, WEST BENGAL 713104, INDIA (hereinafter called "BU" which expression shall where the context so admits include its successors and permitted assignees) with its having administrative office at Rajbati, Burdwan 713 104, West Bengal of the one part, AND TEZPUR UNIVERSITY, NAPAAM, TEZPUR, ASSAM 784028, INDIA (hereinafter called "TEZU" which expression shall where the context so admits include its successors and permitted assignees) and the other part, AND TRIPURA UNIVERSITY, SURYAMANINAGAR, AGARTALA, TRIPURA, 799022, INDIA (hereinafter called "TU" which expression shall where the context so admits include its successors and permitted assignees) and the other part.

*For facilitating  
Research under STRIDE, UGC Project*

*The parties will discuss in the fields of common research interests and allied activities between the three institutions. for long-term collaboration for promotion of students' interests development of competencies and quality research in cutting edge areas in accordance with the provisions contained in the Guidelines of STRIDE Project, UGC.*

**AND WHEREAS** the "BU", established on 15th June 1960 by Govt. of West Bengal vide Act No. XXIX of 1959 and recognized by University Grants Commission (under Section 12B of the UGC Act, 1956) at its Department of Commerce is involved in studies on various disciplines of AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the partnering parties.

### **1.0 PREAMBLE**

Whereas, "THE UNIVERSITY OF BURDWAN (BU)" is one part and "TEZPUR UNIVERSITY (TEZU)" and "TRIPURA UNIVERSITY (TU)" are the other, all are parties to this MoU:

Whereas, "TEZPUR UNIVERSITY (TEZU)" is a leading University in Assam engaged in teaching and research in different fields of knowledge and learning and has brief competencies on the area. And has competencies and expertise on the proposed area of collaboration

Whereas, "TRIPURA UNIVERSITY (TU)" is a leading University in Tripura engaged in teaching and research in different fields of knowledge and learning and has brief competencies on the area. And has competencies and expertise on the proposed area of collaboration

Whereas, "THE UNIVERSITY OF BURDWAN (BU)" is a leading University in West Bengal engaged in teaching and research in different fields of knowledge and learning and has brief competencies on the area and has competencies and expertise on the proposed area of collaboration

All the parties are entering into this MoU for Research and Academic Collaboration in respect of taking part jointly in a research project under "STRIDE" of the University Grants Commission, India. The parties have discussed about their common research interest and submitted a project proposal to the University Grants Commission under the scheme named "STRIDE"

### **2.0 OBJECTIVES OF THE MOU**

- a) Joint collaboration in Research and Academic fields under "STRIDE-III" of the University Grants Commission, India.
- b) Development of competencies and expertise on the proposed area of collaboration
- c) Improvement in the areas of common research of interest.



### 3.0 PROPOSED MODES OF COLLABORATION

(a) As per understanding among them following steps have been (or will be) initiated for common interest:

(i) **The name of the project is entitled as: Socially Responsible Business Practices: Analysis of the Indian Scene.**

(ii) The said project, if accepted by the University Grants Commission, will be lead (Principal Investigator, herein after called as PI) by Professor Santanu Kumar Ghosh of the Department of Commerce of the University of Burdwan.

(iii) Co-investigators are:

SI No	Name of Co-investigators
1	Prof. Arindam Das of the Department of Commerce of the University of Burdwan
2	Dr. Arindam Laha of the Department of Commerce of the University of Burdwan
3	Dr. Som Sankar Sen of the Department of Commerce of the University of Burdwan
4	Dr. Sumit Kumar Maji of the Department of Commerce of the University of Burdwan
5	Dr. Manidipa Das Gupta of the Department of Commerce of the University of Burdwan and
6	Dr Santi Gopal Maji of the Department of Commerce of Tezpur University, Assam (On lien from NEHU as Assistant Professor w.e.f. 12.12.2019 to 11.12.2021) and
7	Dr. Subir Kumar Sen of the Department of Commerce of Tripura University, Tripura

(b) **Steps of Collaboration:**

(i) The Department of Commerce of the University of Burdwan will be the Nodal Centre. Tezpur University and Tripura University will be two Research Station associated with the Nodal Centre in respect of the concerned project.

(ii) The financial expenses to run the activities of the Nodal Centre at The University of Burdwan will be borne by all three participating institutions. The common costs and the proportion of responsibility to be shared by each institution will be identified by the PI and the Co-PIs. Here, the expenses and costs mentioned above will be borne out of the funds received or to be received from the UGC for the purpose of the STRIDE-III Project as mentioned in 3.0(a) (i) above.

(iii) **The financial responsibility of all the researchers will be personal and the institutions will in no way become liable except for the duties which they are required to perform as per the existing rules of the University Grants Commission and the university concerned.**

(iv) All researchers will be jointly liable to conduct the research study as mentioned in 3.0 (a) (i) above.

(v) Researchers will make decisions jointly under the leadership of the PI, as mentioned in 3.0 (a) (ii) above.

(vi) All researchers will follow the requirements laid down in the submitted project to the University Grants Commission, India and the associated scheme.

(vii) All **academic as well as administrative** matters relating to the functioning of the Research Stations (at Tezpur University and Tripura University) concerning this project, will be settled by the respective university in consultation with the PI of the project.

(viii) All researchers will be liable to complete the duties relating to the execution of the research project mentioned in 3.0 (a) (i) above as per the sanctioned terms and conditions of the University Grants Commission, India.

(ix) For conducting **joint activities** relating to the Project as mentioned in 3.0 (a) (i) above, the expenditure/cost of data collection, T.A, D.A and other relevant expenditure of the research team will be borne by the fund allocated to the respective Research Station as mentioned in the Project.

(xi) The Research Station located at Tripura University will be responsible to conduct **survey** in Tripura and Lower Assam and all expenses relating thereto will be borne from the fund allocated to this research station.

**And**

Accordingly the **survey** related expenditure of Meghalaya and Upper Assam will be borne by the Research Station located at the Tezpur University from the fund allocated to this Research Station.

**And**

It is also agreed that all the activities (including financial matters) related to this research Project as mentioned in 3.0 (a) (i) above, will be closely monitored by the Nodal centre located at the Burdwan University.

(xi) Hereinafter, it is also stated that, **for any visit** of the Researchers, Experts, Enumerators and any other staff related to the Project as mentioned in 3.0 (a) (i) above, to any Research Station, associated expenditures will be borne by the host Research Station from their allocated funds. All visits to the Research Stations from the Nodal Centre will be funded by the respective Research Station situated at Tezpur and Tripura.

(c) When the collaboration matures, possibility of similar research and/or academic collaborations in other fields of studies may be explored with mutual consent and discussion.

#### **4.0 CONFIDENTIALITY**

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that, this information:

- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
- is already known or become known to the receiving party,
- is received from a third party having no obligations of confidentiality to the disclosing party.
- is independently developed by the receiving party, or
- is required to be disclosed by law or court order.

## 5.0 NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular business, partnership, or dealership agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## 6.0 TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph and can be renewed through mutual interest. 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 upon 90 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Business Agreement, Confidentiality clause as referenced in clause 4 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

## 7.0 RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose. Now onwards, till the validity of this agreement, both the parties may mention the name and LOGO of the other in their documents as "COLLABORATOR" for purposes as may be required to carry out the research under the scheme for which this MOU is made. But such an instance should be communicated by the user to the other party in writing beforehand.

## 8.0 INTELLECTUAL PROPERTY RIGHTS (IP)

Intellectual property rights of both the parties will continue to be maintained as is and no party will have rights to any IP already existing with each party. In case of any IP developed jointly, both parties would sign a separate agreement on a mutually agreed basis for such an instance and terms of the same would NOT be guided through this MOU.

## 9.0 ASSIGNMENT AND SCOPES

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

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## 10.0 AMENDMENTS

Amendments or changes to this agreement or MoU shall be made in writing and signed by the duly authorized Representatives of the parties.

## 11.0 FUNDING

The initial stage of this agreement would not be funded by any of the parties; however, each party would be responsible for the cost of their travel and living expenses.

After the inception, when the collaboration matures, the funding may be realized on application to University Grant Commission (UGC). The Parties can submit joint project proposals to relevant funding agencies and the funding applications should be made by the participating parties with their mutual consent and discussions regarding the scope and extent of such funded program and its goals.

## 12.0 COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU

## 13.0 POINT OF CONTACTS

Each Party will nominate its own representatives who would be responsible for all measures to be undertaken under this agreement and they would be called point of contact (PoC). The point of contact for each of the parties is mentioned below:

### FOR TEZPUR UNIVERSITY

Dr. Santi Gopal Maji, Associate Professor, Department of Commerce, Tezpur University, Napaam, Tezpur, Assam 784028, India  
Email: [sgmaji2010@gmail.com](mailto:sgmaji2010@gmail.com); Phone No. +91-9434030244  
(On lien from NEHU as Assistant Professor w.e.f. 12.12.2019 to 11.12.2021)

### FOR TRIPURA UNIVERSITY

Dr. Subir Kumar Sen, Assistant Professor, Department of Commerce, Tripura University, Suryamaninagar, Agartala-799022, Tripura, India  
Email: [subirkumarsen@gmail.com](mailto:subirkumarsen@gmail.com); Phone No. +91-9089880888

### FOR THE UNIVERSITY OF BURDWAN

Prof Santanu Kumar Ghosh, Department of Commerce, The University of Burdwan, Golapbag, P.O.-Rajbati, Dist- East Burdwan. West Bengal-713104, India  
Email: [shantanu.kaizen@gmail.com](mailto:shantanu.kaizen@gmail.com), Phone: +919434360561

## 14.0 MODIFICATIONS TO MOU

Any amendment or modifications of this MOU shall be in writing by both parties. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

**15.0 FORCE MAJEURE**


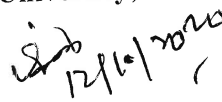

Neither party shall be held responsible for non-fulfillment of their respective obligation under this MoU due to circumstances beyond their control but not limited to war, flood, cyclones, riots, strikes etc. If such condition continues beyond six months, the parties shall then mutually decide about the future course of action. Either party shall intimate each other of any such event.

In witness whereof, the parties hereto have signed this MOU on the 9th Day of October 2020


**a) SIGNED IN DUPLICATE**

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

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.


On behalf of	On behalf of	On behalf of
Tezpur University, Assam	Tripura University, Tripura	The University of Burdwan, West Bengal
By : 	By :  12/10/2020	By : 
Name : <u>Dr. Bireen Das</u>	Name : <u>DR. K.B. JAMATIA</u>	Name : <u>PROF. ABHIJIT MAZUMDAR</u>
Title : The Registrar, Tezpur University	Title : The Registrar, Tripura University (Dr. K.B. Jamatia) Registrar (i/c) Tripura University	Title : The Registrar, The University of Burdwan
Date : <u>Tezpur University Napaam, Tezpur</u>	Date : <u>Tripura University</u>	Date : <u>09.10.2020</u>

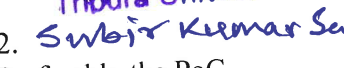
Witness:

1.  09/10/2020  
Preferably the HoD  
Department of Commerce  
Tezpur University

2.   
Preferably the PoC  
Department of Commerce  
Tezpur University  
Napaam, Assam- 784028  
Co-PI

SEAL

1.   
Preferably the HoD  
(Dr. Chinmoy Roy)  
Professor & Head  
Department of Commerce  
Tripura University

2.   
Preferably the PoC  
Co-PI and  
Assistant Professor  
Department of Commerce  
Tripura University

SEAL

1.   
Preferably the HoD  
HEAD  
DEPARTMENT OF COMMERCE  
THE UNIVERSITY OF BURDWAN

2.   
Preferably the PoC



**PI**  
**UGC STRIDE-III**

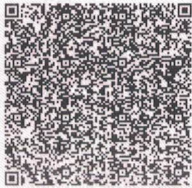


सत्यमेव जयते

**INDIA NON JUDICIAL  
Government of Tripura**

**e-Stamp**

**Certificate No.** : IN-TR03444188761560S  
**Certificate Issued Date** : 06-Aug-2020 11:27 AM  
**Account Reference** : NONACC (SV)/ tr12000504/ AGARTALA/ TR-WTR  
**Unique Doc. Reference** : SUBIN-TRTR1200050406515021976748S  
**Purchased by** : TRIPURA UNIVERSITY  
**Description of Document** : Article IA-5(1) Memorandum of an Agreement  
**Property Description** : MOU  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : TRIPURA UNIVERSITY  
**Second Party** : KIIT TBI  
**Stamp Duty Paid By** : TRIPURA UNIVERSITY  
**Stamp Duty Amount(Rs.)** : 20  
(Twenty only)



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TRIPURA UNIVERSITY, AGARTALA, TRIPURA  
AND  
KIIT TECHNOLOGY BUSINESS INCUBATOR (KIIT-TBI)  
KALINGA INSTITUTE OF INDUSTRIAL TECHNOLOGY (KIIT),  
Deemed to be University  
BHUBANESWAR, ODISHA**

**LB 0007607168**

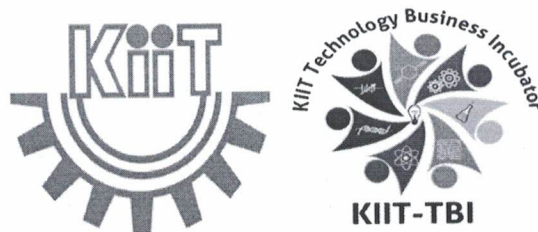
**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TRIPURA UNIVERSITY, AGARTALA, TRIPURA**



**AND**



**KIIT TECHNOLOGY BUSINESS INCUBATOR (KIIT-TBI)**  
**KALINGA INSTITUTE OF INDUSTRIAL TECHNOLOGY (KIIT),**  
*Deemed to be University*  
**BHUBANESWAR, ODISHA**

## MEMORANDUM OF UNDERSTANDING

BETWEEN

TRIPURA UNIVERSITY, AGARTALA, TRIPURA

AND

**KIIT TECHNOLOGY BUSINESS INCUBATOR (KIIT-TBI)  
KALINGA INSTITUTE OF INDUSTRIAL TECHNOLOGY (KIIT),  
BHUBANESWAR, ODISHA**

This Memorandum of Understanding (MoU) is made on this 7<sup>th</sup> day of August 2020.

BETWEEN

**Tripura University, Agartala** 799022, Tripura (hereinafter called Tripura University, Agartala which expression shall where the context so admits includes its successors and permitted assigns), was established in 1987 through the Tripura University Act, on the grounds of CUPGC. The Tripura University Act envisages that the objective of the University shall not only be “to disseminate and advance knowledge by providing instructional and research facilities” in the state in areas of contemporary relevance to the society and the country (with the motto “pursuit of excellence”) but to make special provisions for studies in tribal life and culture and to introduce vocational subjects with a view to provide employment opportunities to the students. The Act specifically enjoins the University to organise specialized diploma, degree and post-graduate courses in certain subjects.

AND

**KIIT Technology Business Incubator (KIIT-TBI)**, is a section 25 Non-Profit Organizations having CIN U80302OR2009NPL011211 (hereinafter referred as “KIITTBI” which expression shall include its successors in interest/business and permitted assigns) of the other part. Established in 2009 with support from Department of Science and Technology (DST), Government of India, KIIT-TBI has been playing a leading role in promoting innovation and building enterprises across pan India. The registered address of KIIT-TBI is Campus XI, KIIT University, Patia, Bhubaneswar 751024. Odisha, INDIA and Email: [biotbi@kiitincubator.in](mailto:biotbi@kiitincubator.in) .

### **Preamble:**

WHEREAS **Tripura University, Agartala** is a premier institute for higher education and research. The number of affiliated Colleges at present is 52 among which there are 27 General Degree Colleges, 19 Professional Degree Colleges, 2 Technical Colleges and 4 Polytechnic Institutes. The University is running various courses under Science and Arts & Commerce Faculty. A total number of 44 courses run under the University, which includes Certificate Courses, Undergraduate, Post Graduate Diploma and Post Graduate Studies. In addition to these, PhD programmes are also offered in 34 subjects. Tripura University has been converted to a Central University w.e.f 2nd July, 2007 under the Tripura University Act, 2006 as enacted by the Parliament.



WHEREAS **KIIT-TBI** is one of the leading incubators for its phenomenal work in supporting and nurturing innovative technologies and startups, specifically in the biotech arena.

AND **Tripura University, Agartala** is willing to collaborate with **KIIT-TBI** in promoting bioentrepreneurship and building a strong innovation ecosystem in the North East Region.

Here under and hereinafter **Tripura University, Agartala** and **KIIT-TBI** shall be collectively referred to as “Parties” and individually as “Party”.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**Purpose & Objectives:**

The purpose of this MoU is to create a framework for collaboration between **Tripura University, Agartala** and **KIIT-TBI** with the objectives as given below:

**1. AREAS OF CO – OPERATION**

- 1.1. Engage in enhancing the academic interactions for translational activities between various institutions and universities in and around North East, which are already in physical proximity to strengthen innovation ecosystem of the region.
- 1.2. Assist in institutionalization of new incubators by public and private organizations while capacity building of existing Technology Business Incubators in North East.
- 1.3. Mining of techno-commercial resource pool of North East region to gain fair understanding of market dynamics and create linkages between innovation and potential consumer markets for start-ups.
- 1.4. Providing support in creating partnership framework between complementary institutes and incubators to strengthen and harness each other’s techno-commercial expertise.
- 1.5. Develop joint capacity building workshops to create awareness of different funding start up schemes and also develop specialized training programs in bio-entrepreneurship for first generation technopreneurs.
- 1.6. Develop joint translational research projects of common interest and collaborate & work together in mutually agreed areas.
- 1.7. Facilitate and encourage complementary exchange/ seeding of startups from local region and mature ecosystem.
- 1.8. Provide physical and virtual incubation services for entrepreneurship development.
- 1.9. Exchanges of scientists, technologists, research personnel between the two institutes for knowledge sharing purpose.
- 1.10. Other activities mutually agreed upon by the Parties.

- 1.11. Map & document the innovation & technologies available in the region linked to Biotechnology and allied areas.

## **2. JOINT UNDERTAKING**

### **2.1. Tripura University, Agartala and KIIT-TBI agree**

- 2.1.1. To pool their resources, expertise and facilities and complement each other, to their best effort, in the implementation of the activities under this MoU.
- 2.1.2. To share knowledge and information for promotion of bioentrepreneurship as mentioned under this MoU.
- 2.1.3. To extend assistance and cooperation to one another in the achievement of their common goals during the programme.
- 2.1.4. Authorship of international presentations and technical papers as a result of non-outsourced, collaborative activities carried out under the MoU shall be decided by all parties in accord with principles of equality, reciprocity, and mutual benefit keeping in mind the scientific ethics of authorship.
- 2.1.5. Any background intellectual property owned by either party prior to the signing of the MoU and which will be used for activities under the MoU shall remain the property of the said party and the other party shall not claim ownership on such intellectual property. The use of background knowledge/intellectual property for the activities under the MoU shall be solely for that purpose.

## **3. CONFIDENTIALITY**

- 3.1. Each Party agrees to use any confidential information (as defined below) of the other party disclosed under this MoU solely for the purposes of this MoU. "Confidential Information" means any information in any form that is marked at the time of disclosure as being "Confidential" or words of similar meaning.
- 3.2. Neither of the parties shall, without the prior written consent of the other party, disclose any confidential information relating to this MoU to any third party.
- 3.3. Each Party agrees to make confidential information available only to those employees and students who require access to it in the performance of this MoU, and to inform them of the confidential nature of such information and their obligation to project such confidentially. Each Party shall exert reasonable efforts, no less than the protection given to its own confidential information, to maintain such information in confidence.
- 3.4. Each Party agrees that the obligations of confidentiality contained herein shall not attach to information that is required to be disclosed by court rule or government law or regulation, provided that the Receiving Party gives the

Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure.

- 3.5. The obligation of confidentiality hereunder shall carry on in force for a period of Five (5) years from the termination or expiry of this MoU.
- 3.6. Nothing in this MoU constitutes or implies any representation, warranty or undertaking by the disclosing party of the accuracy or completeness of the information or materials provided as part of its involvement hereunder.

#### **4. TERM AND TERMINATION**

- 4.1. This MoU shall commence from the effective date of signing for a period of five (5) years (Initial Term). The MOU will automatically lapse after five years, unless renewed.
- 4.2. This MoU will be renewed based on mutual consent. If the MoU remains dormant for three (3) consecutive years, it will be deemed to have lapsed.
- 4.3. Either party shall be entitled at any time at its absolute discretion to terminate this MoU by giving at least three (3) months prior written notice to the other party. Such termination shall not affect the implementation of the activities established under this MoU prior to the effective date of the termination.
- 4.4. Each Party shall ensure that adequate arrangements have been made to complete all commitments before this MoU is terminated.

#### **5. VARIATION AND MODIFICATION**

- 5.1. This MoU may be varied or modified by agreement in writing and signed by both Parties.

#### **6. DISPUTE RESOLUTION**

The parties agree that mutual goodwill and understanding forms the basis of this MoU. Nothing mentioned in this MoU shall deem to constitute partnership between the signing Institutions appointing one party as an agent of the other. This MoU will be effective upon signature by the authorized signatories of the Institutions.

Any dispute arising out of or in relation to this MoU shall be settled by the parties amicably through mutual consultations and negotiations. Except as herein before provided, all disputes arising out of or in connection with this agreement shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The decision of the arbitrator shall be final and binding on both the parties. The venue of arbitration shall be in New Delhi and the arbitration proceedings shall take place under the Indian Arbitration and Conciliation Act 1996 (as amended from time to time). Each party shall bear and pay its own cost of arbitration proceedings. The provision of this clause shall not become inoperative notwithstanding this agreement expires or ceases to exist or is terminated or revoked.

The language of arbitration proceedings will be English only

- a. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award
- b. The provisions of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

**IN WITNESS WHEREOF** the Parties have caused this MoU of Understanding to be executed on the date first above written.

For and on behalf of  
**Tripura University, Agartala**

Signature: *[Handwritten Signature]*  
Name: **Dr. K. B. Jamatia**  
Designation: Registrar,  
Tripura University, Agartala  
**( Dr. K.B. Jamatia )**  
**Registrar (i/c)**  
Seal: **Tripura University**

For and on behalf of  
**KIIT-TBI, Odisha**

Signature: *[Handwritten Signature]*  
Name: **Dr Mrutyunjay Suar**  
Designation: CEO  
KIIT Technology Business Incubator  
**(KIIT-TBI), KIIT University, Odisha**  
Seal:

WITNESSES

For and on behalf of  
**Tripura University, Agartala**

Signature: *[Handwritten Signature]*  
Name: **Dr Shaon Ray Chaudhuri** 7/8/2020  
Designation: Associate Professor,  
Department of Microbiology,  
**Tripura University, Agartala**

Seal: 

<b>Dr. Shaon Ray Chaudhuri</b> Associate Professor Department of Microbiology TRIPURA UNIVERSITY Suryamaninagar, Tripura – 799 022
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For and on behalf of  
**KIIT-TBI, Odisha**

Signature: *[Handwritten Signature]*  
Name: **Dr Namrata Misra**  
Designation: Head-Bioinnovations  
**KIIT-TBI**

Seal: