

20-21

MEMORANDUM OF UNDERSTANDING

For

“Translational Research, Innovation and Education”

BETWEEN

**INSTITUTE OF ADVANCED MATERIALS, IAAM,
SWEDEN**



AND

**INVERTIS UNIVERSITY, BAREILLY,
INDIA**



Signed on: 24th May 2021

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This Memorandum of Understanding (“Memorandum”) is made on this 24th May, Monday of 2021:

BETWEEN

Institute of Advanced Materials, IAAM, (Organisation number 559167-3883, www.iaam.se), a body of the Translational Research and Innovation of International Association of Advanced Materials (IAAM, www.iaamonline.org) established under law of Sweden and located at Gammalkilsvägen 18, Ulrika 59053, Sweden (hereinafter referred to as ‘IAM’). The IAM, Sweden has diverse team members for innovation, translational research and technology transfer, www.iaam.se/the-team. The IAM, Sweden delivers services and expertise in translational research for health, energy and environment, <https://www.iaam.se/translational-research>.

AND

Invertis University, Bareilly (hereinafter referred to as “IU, India”). Invertis University is a private university located in Bareilly, Uttar Pradesh, India. In 2010 it was established as a university. It is situated on Bareilly-Lucknow NH-24, equidistant 250 km from the national capital Delhi and state capital Lucknow. The Chancellor of the university is Dr. Umesh Gautam who is also currently the Mayor of Bareilly (U. P.). The IU, Bareilly have many faculties for different departments, www.invertisuniversity.ac.in/about-us/faculty. The IU, Bareilly is running educational degree courses (graduation, post-graduation and PhD programs) many science subject area, www.invertisuniversity.ac.in/courses/graduate-programmes.

IAM, Sweden and IU, India shall hereinafter individually be referred to as a “Party” and collectively as “Parties”.

WHEREAS:

IAM, Sweden has partnerships and offers services like Translational Research & Innovation, Global Consultancy, Materials Innovation, Sustainable Technology, etc. and help clients enhance their processes and achieve their goals from research and innovation. IAM offers proficiency, community, connections, and expertise to enhance the opportunities of clients with new technologies. IAM has partnerships and also sustainable routes to commercialize new technology to bring innovation into the markets. IAM priority areas are in the sectors of Energy, Environment, Healthcare, and Materials Science.

Invertis University, Bareilly is an educational- academic centre in north India that has a vision to generate knowledge and added value in the field of Science and Technology. Invertis University has its roots with the following constituent faculties:

- Faculty of Science.
- Faculty of Bio-Science & Bio-Technology.

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- Faculty of Management.
- Faculty of Engineering & Technology.
- Faculty of Computer Applications.
- Faculty of Pharmaceutical Sciences.
- Faculty of Legal Studies.
- Faculty of Architecture.
- Faculty of Journalism & Mass Communication.
- Faculty of Agriculture.
- Faculty of Education.

IU, India intends to synergies long term strategic partnerships with stakeholders while contributing to the training of high calibre students.

The Parties hereby agree that this Memorandum is entered into to set out the mutual understandings with regard to their respective obligations under this Memorandum.

THIS MEMORANDUM HEREBY WITNESSETH AS FOLLOWS:

1. THE CO-OPERATION

The collaboration is expected to bring mutual benefits to the Parties through the intended objectives (“Intended Objectives”) of this MOU.

IAM, Sweden and IU, India are desirous to discuss and collaborate within the scope of knowledge, education and technology exchange in translational research.

2. SCOPE OF THE CO-OPERATION

2.1 The areas, in which the Parties may collaborate on, may include and is not limited to:

- I. **support and facilitate the introduction of science and innovation** in their respective regions and beyond, in the field of translation research.
- II. **explore the opportunities with research centres, institutes of higher learning, research institutions, individual institutions, companies and/or corporations, public or private registered**, either locally or abroad, through joint developments and/or joint investments, without limitation to certification and commercialisation of nanotechnology innovation products;
- III. **assistance and joint collaboration** shall be carried out, subject to availability of funds and approval by the parties through activities by establishing a “**High end Research, Technology and Education**” on the Translational Research and Innovations in the IAM, Sweden and IU, India.
- IV. **specific activities or projects under joint research lab and programmes** related to technology development, joint supervision, and exchange of expert researchers.
- V. **joint oorganization and participation** in training programs, conferences, symposia and meetings related to academia, industry and technology

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- development scheme.
- VI. **assist (wherever possible) in all technology and innovation funding applications** through each Party's available government funding schemes, as well as through government linked companies, potential technology partners (hereinafter referred to as "Commercial Partners") for the purpose of joint developments, certification and/or commercialising of background technology and/or technology know-how of Collaborators.
- VII. **share and exchange information and know-how relevant for achieving collaborative objectives** such as joint developments, certification and/or commercialising of background technology and/or technology know-how of Collaborators in the areas of nanotechnology, biomedical innovation products, subsequent to specifically drawn NDA's.
- VIII. **Offer of the MoU for mutual benefit.** IAM, Sweden offers discount fees for international knowledge program, innovation services, symposium, congress, training and workshops. IU, India discount in educational fees of science and technology degree, diploma and PhD program. These offers should be effective amount (20 % to 30%) discussed on case-to-case basis with higher authority. For translational research and multiorganizational PhD program and PDFs, higher authorities can discuss separately on case-to-case basis.
- IX. **Academic and research exchange training program** based on mutual consent for 1 to 3 month each year for senior faculties.
- X. **Academic and research training exchange program (dissertation, internship, summer training)** based on mutual consent for 1 to 3 month each year for students.

3. EXECUTION OF THE DEFINITIVE AGREEMENT(S)

3.1 During the Term (as defined in Clause 5.2 hereinafter) of the Memorandum, the Parties will negotiate in good faith and use their reasonable efforts to agree and execute mutually acceptable agreement(s) in relation to the opportunities (hereinafter referred to as "Definitive Agreement(s)").

3.2 Before any activities or projects are or may be implemented, the parties shall discuss the relevant issues to the satisfaction of each party and enter into specific activity agreements based on the mutually agreed objectives and outcomes of the activity. Activity agreements will include such terms as the following:

- I. Elaboration of the responsibilities of each institution for the agreed upon activity
- II. Specific schedules for the activity
- III. Budgets and sources of finances for the activity
- IV. Detailed management of intellectual property rights and publications.
- V. Any other items deemed necessary for the efficient management of the activity.
- VI. The terms of co-operation and the necessary budget for each programme and activity implemented under the terms of this MOU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of any specific

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- activity or project.
- VII. Financial aspects shall be negotiated on an annual basis.

3.3 Communication between the institutions

- I. Both parties shall communicate with each other on a need's basis, through their co-ordinators.

From IAM below experts responsible for all communications:

- *Dr. Mikael Syvajarvi, Coordinator, Research and Innovation (official)*
- *Dr. Anshuman Mishra, Group Leader*

From IU-India below experts responsible for all communications:

- *Mr. Santosh Kumar, Registrar (official)*
- *Prof. P. P. Singh, Dean, Faculty of Science*

- II. Co-ordinators shall notify their counterparts should a new person be named in the position.

4. CONFIDENTIALITY

4.1 For the purposes of this Memorandum, confidential information means any visual, verbal, digital, or written information and any and all records containing or disclosing such information which relate to either Party or of any of its shareholders, subsidiaries or associated or affiliated companies or businesses, including but not limited to, administrative, financial, technical, legal, commercial, marketing, economic or operational information (hereinafter referred to as "Confidential Information").

4.2 Confidential Information received by a Party (hereinafter referred to as "Receiving Party") from the disclosing Party (hereinafter referred to as "Disclosing Party") shall be disclosed only to its personnel and its professional advisers involved in this collaboration on a need-to-know basis and shall only be used in respect of the matters contemplated in this Memorandum and the Receiving Party shall use reasonable efforts to keep it confidential, with the same care it uses for its own confidential or proprietary information.

4.3 Any and all copyright, trademarks, patents, trade secrets and other intellectual property rights existing with regard to either Party's Confidential Information disclosed to the Receiving Party shall continue to belong to the Disclosing Party. No licenses or rights are granted hereby to the Receiving Party regarding any Confidential Information disclosed by the Disclosing Party.

4.4 The Parties shall consult with each other regarding the timing and contents of all public

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announcements in relation to this Memorandum and the Project. Neither Party shall release any information relating to the Project to the media, analysts or general public without the consent of the other Party.

- 4.5 The restrictions on the use and disclosure of the Confidential Information herein shall not apply to any Confidential Information which:
- I. is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to furnish the Confidential Information;
 - II. has become generally available to the public without breach of this Memorandum by the Receiving Party;
 - III. that, at the time of disclosure to the Receiving Party, was known to the Receiving Party free of restriction as evidenced by documentation in Recipient's possession;
 - IV. the Disclosing Party agrees in writing is free of such restrictions; or is required by law, by any court of competent jurisdiction or any regulatory body, and the Receiving Party shall use reasonable efforts to give the Disclosing Party prior notice and an opportunity to contest or limit such disclosure.

4.6 The Parties' confidentiality obligations under this Memorandum shall be in addition to the terms of the Non-Disclosure Agreement that has been or is to be executed between the Parties.

4.7 Relationship and assignment defined that this MOU shall not be constructed to create a partnership, joint venture, principal and agent or employer or employee relationship.

- I. The parties cannot assign any of its rights and duties in terms of this MOU without prior written consent from the other party.
- II. Neither party can act for or on behalf of the other party.
- III. Each party shall indemnify the other against any loss or damage suffered as a result of any breach of this MOU.

5. TERM AND TERMINATION

5.1 Notwithstanding the signing date of this Memorandum or the date written above, the Parties agree that this Memorandum shall become effective on *24th May 2021* (hereinafter referred to as "Effective Date").

5.2 This Memorandum is valid from the Effective Date and shall remain in effect for three (3) years or until the execution of the Definitive Agreement(s), whichever is earlier (hereinafter referred to as "Term").

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- 5.3 Either Party may terminate this Memorandum at any time during the Term by giving at least thirty (30) days' written notice to the other Party.
- 5.4 The termination of this Memorandum shall neither affect the rights and obligations of either Party regarding any binding offer or firm obligation approved and agreed to by either Party prior to the termination date nor any antecedent breach of either Party.
- 5.5 This Memorandum is not an exclusive Agreement and shall in no way prohibit the "Parties" to enter into similar collaborations with third parties.
- 5.6 The agreement may be renewed for an additional period of three years on agreement by both parties through an official exchange of letters. Once such renewal is approved by both parties, such letters shall become part of this MOU.

6. MISCELLANEOUS

6.1 Binding Effect

The provisions under Clauses 4, Clause 5, Clause 6 and Clause 7 hereinafter shall be binding on the Parties and shall survive the termination or lapse (whichever comes first) of this Memorandum. Upon termination or lapse of time (whichever comes first), the other provisions of this Memorandum herein shall not be binding on the Parties and shall not form any legal partnership or joint venture between the Parties and neither Party shall have the right to pledge or bind the other in any commitment or contractual relationship whatsoever.

6.2 Costs

Each Party shall bear its own costs and expenses incurred and associated with the entering into this Memorandum and all performance in connection with this Memorandum. The stamp duty of this Memorandum shall be borne equally by the Parties.

In case of unforeseen financial costs, the Parties agree to discuss the financial costs and further execute a separate agreement defining the terms, conditions and the financial arrangements related thereto before the commencement of such part of the collaboration.

6.3 Mutual Intention

The Parties hereby declare their intentions that this Memorandum shall operate between them with good faith, good will and fairness and the Parties covenant and agree with each other that they shall use their best endeavours to ensure that full effect is given to the terms of this Memorandum in the spirit in which it was agreed.

6.5 Severability

In the event any provision of this Memorandum is held to be a violation of any applicable law, statute of regulation, such provision shall be deemed deleted from this Memorandum and shall be of no force and effect and this Memorandum shall remain

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in full force and effect as if such provision had not originally been contained in this Memorandum.

7. Notices and Domicilium

- 7.1 The parties choose as their domicilium citandi et executandi (place of summons and execution) for purposes of this MOU their respective addresses as set out in the above
- 7.2 Any notice to be given under this MOU shall be in writing and shall be deemed to be given when it has been delivered by hand, e-mail or facsimile at the above domicilium.
- 7.3 Any notice to be given pursuant to this Memorandum shall be to take effect five (5) days from the notice being received), and shall be either delivered personally or by commercial courier; provided, however, if the notice is to be served outside the country from which it is sent, it shall be sent by a reputable international express courier or sent by fax, email or other electronic transmission (with confirmation of transmission).

8. DISPUTE RESOLUTION AND GOVERNING LAWS

- 8.1 If any provision of this Agreement is held by any court or other competent authority to be illegal, void and unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 8.2 In the event that a dispute or difference arises between the parties relating to the rights and obligations of the Parties under this Agreement and cannot be resolved within thirty (30) days from the time it arose, the parties shall refer the matter to arbitration to be conducted by an independent party in INDIA and SWEDEN.
- 8.3 Any disputes arising out of, or in connection with the present contract shall be finally settled through arbitration under the New Delhi, India Arbitration Rules.

The following provisions may be added to the model arbitration clause:

The Emergency Arbitrator Rules shall not apply. The place of the arbitration shall be New Delhi, India. The language of the arbitration shall be English. The number of the arbitrators shall be three. The law applicable to the merits of the dispute shall be Indian law and Swedish Law. The Indian law will be governing.

9. COUNTERPARTS AND DIGITAL SIGNATURE

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. The Parties acknowledge and agree that this Agreement may be executed by digital signature or through exchange of softcopies bearing the signature of either party, of which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.


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IN WITNESS WHEREOF, the Parties have executed this Memorandum on the date (24th May 2021) first written above.



Signed for and on behalf of Institute of Advanced Materials, IAAM, Sweden	in the presence of: Witness-1
	<i>Mikael Syväjärvi</i> Dr. Mikael Syväjärvi, <i>Coordinator Research and Innovation</i>
<i>Ashutosh Tiwari</i> Prof. Ashutosh Tiwari Director Date: _____	Witness-2
	<i>Anshuman Mishra</i> Dr. Anshuman Mishra, <i>Group Leader</i>



Signed for and on behalf of INVERTIS UNIVERSITY, India	in the presence of: Witness-1
	<i>Santosh Kumar</i> <i>24/05/2021</i> Registrar Invertis University Bareilly
<i>Y. D. S. Arya</i> Prof. Y. D. S. Arya Vice Chancellor Date: _____ VICE CHANCELLOR INVERTIS UNIVERSITY BAREILLY	Witness-2
	<i>P.P. Singh</i> <i>24/05/2021</i> (Prof. P.P. Singh) Dean, Faculty of Science

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