

MEMORANDUM OF UNDERSTANDING

Between



GSFC
UNIVERSITY
EDUCATION RE-ENVISIONED

GSFC University, Vadodara

And



विद्या विमुक्तिदायिनी
Bhaikaka
University

Bhaikaka University, Karamsad

MEMORANDUM OF UNDERSTANDING (MoU)

THIS MEMORANDUM OF UNDERSTANDING is made between GSFCU and Bhaikaka University:

GSFC University, Vadodara here in after referred to as party "GSFCU" which expression shall unless the context otherwise admits, include its successors and assignees as part of the First Part.

AND

The Bhaikaka University is located at Gokal Nagar, Karamsad- 388325 here in after referred to as party "BU" which expression shall unless the context otherwise admits, include it's successors and assignees as the party of the First Part.

GSFCU and BU, herein after individually referred to as 'party' and collectively as the 'parties'.

The present MOU is for the project sanctioned and managed for AMR studies for the state of Gujarat, funded by GSBTM solely, to both the parties where, Dr. Devjani Banerjee is PI from GSFC University and Dr. Himanshu Pandya is PI from Bhaikaka University.

The objectives of MOU are:

1. To execute the project funded by Gujarat State Biotechnology Mission (GSBTM), Gandhinagar, Gujarat of amount Rs. 91,68,712. The amount has been divided equally to both the parties.
2. To decide the role of entire execution and responsibilities of the procedures and other modalities.

RECITALS:

The State Government of Gujarat, in its resolve and continued endeavors for the socio-economic upliftment of the society, has identified Biotechnology as the most potential discipline for development. The State intends to promote the biotechnology sector by building an appropriate image, encouraging entrepreneurship, strengthening organizational collaboration and fostering business partnerships. For facilitating the development of biotechnology in the State, the Government of Gujarat has constituted Gujarat State Biotechnology Mission (GSBTM), under the aegis of the Department of Science and Technology.

As part of its vision and mission GSFCU, Department of Biotechnology, School of Sciences, at GSFCU would like to conduct a study under the project "To develop a strategy for drug repurposing studies to combat Anti-Microbial Resistance (AMR) using bioinformatics tools for alternative lead molecules focusing on Inhibitor Resistant TEM (IRT) β -lactamase" in collaboration with BU. The period of the project is three years.

The GSBTM shall provide necessary funds to the GSFCU and BU as per the approved proposal for the project.

Whereas Bhaikaka University is a private university incorporated under the Gujarat Private University Act, 2009 in the field of health care, medical education and research.

Shree Krishna Hospital (SKH), Karamsad, one of the units of the BU with 1000 beds capacity, is equipped with state-of-the-art diagnostic and therapeutic facilities, making it one of the best equipped tertiary care hospitals in Gujarat. SKH is supported by NABL accredited Central Diagnostic Laboratory (CDL).

During the study of the aforesaid project, GSFCU will require laboratory services and support. The CDL of SKH is having all the facilities and support. The BU through this MoU comes into agreement with the GSFCU for extending the required support.

The designated officers responsible for communication of documents for the said Project are Dr. Devjani Banerjee (PI-GSFCU) and Dr. Rupal Patel (Co-PI BU).



NOW, THEREFORE, in consideration of the mutual promises set for therein, both the parties here by agree as follows:

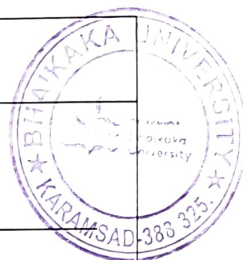
1. The BU will provide laboratory facilities during the tenure of the project along with necessary administrative support to the investigator(s) and the coordinator(s).
2. The BU will provide bacterial isolates DNA having "Inhibitor Resistant TEM (IRT) β -Lactamase" to GSFCU for further processing.
3. The chemical moieties synthesized against drug resistant bacteria will be tested for further validation of MIC.
4. The parties herein have mutually agreed that project is collaborative effort between GSFCU and BU.
5. The DATA generated and new inventions arising out of the project shall be controlled in proper way.

6. The parties shall not have the right to assign any or all of the rights and obligations here under in favour of any other party, without the prior written consent of the parties, and which shall not be un-reasonably withheld. Exception is GSBTM and GBRC as they are the funding agencies.
7. The term of this MoU is three years from the date of signing of this MoU and on the expiry of the term, this MoU shall come to an end unless it is renewed with the mutual consent of the Parties here to and put into writing.
8. The parties shall not disclose and/or divulge to any person(s) and/or companies and/or in any other way disclose:
 - (1) Any Secrets, affairs, confidential information about parties, its testing methods and marketing strategies etc, and any such other information that has come to their knowledge during the course of this MoU and/or dealings with either party.
 - (2) The GSFCU and BU shall not, even after termination of this MoU, disclose any secret knowledge or confidential information, to any person or persons, whether engaged in a similar business or not except to the funding agency.
 - (3) As the entire proposal was framed, presented, and executed by Dr. Devjani from GSFCU to GSBTM so any changes needed to be taken for further execution of the project will need to have her prior permission.
9. The obligations of confidentiality shall not apply to any information that:
 - Is developed independently by the Party;
 - Was known to the Party prior to its disclosure by the disclosing Party;
 - Is available to the public domain.
 - Is submitted to any governmental or regulatory body; or may be required to comply with any law, order, regulation, or ruling applicable to any Party here to.
10. This MoU may be terminated by either party with advance written notice of 30 days or by mutual understanding between the two parties.

CORRESPONDENCE


The written correspondence address of the Parties will be as follows. The communication should be through Registered Post with A D or through a reputed courier service. However, all regular day-to-day communication will be through email by its designated officers.

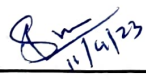
GSFC University	Bhaikaka University
Registrar: 	Registrar: 
Address: GSFC University Vigyan Bhavan, P. O. Fertilizernagar, Vadodara-391750, Gujarat, INDIA	Address: Gokalnagar, Karamsad - 388325, Gujarat, INDIA
Email: registrar@gafcuniversity.ac.in	Email: registrar@charutarhealth.org




In witness where of the parties here to have executed this Agreement and affixed their seal on the day and year first here in above written.

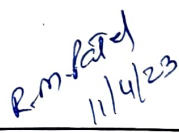
FOR GSFC University

(1) 
Witness: Dr. Devjani Banerjee (PI)

(2) 
Witness: Ms. Purvi Trivedi

FOR Bhaikaka University

(1) 
Witness: Dr. Himanshu Pandya

(2) 
Witness: Dr. Rupal Patel (CO-PI)