

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM
AND
TCG LIFESCIENCES PRIVATE LIMITED, KOLKATA
FOR**

**COLLABORATIVE RESEARCH AND JOINT PH.D.
PROGRAMME**

THE MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) made and entered in duplication on this 2nd day of DEC in the year 2022 between National Institute of Technology Sikkim, Ravangla, South Sikkim 737139, Sikkim, herein after referred as "NIT Sikkim" of the one part

AND

TCG Lifesciences Private Limited having its registered office at Block BN, Plot-7, Sector-V, Salt Lake, Kolkata - 700091, West Bengal (herein called "TCGLS" which shall include its subsidiary companies as well as affiliates companies in life sciences, incorporated by promoters of TCGLS) on the other part.



PREAMBLE

Whereas NIT Sikkim is an Institute of National Importance, established in 2010 by the Ministry of Human Resource Development (presently Ministry of Education), Government of India and governed by the provisions of The National Institute of Technology Act 2007. The Institute is created as a center for imparting high quality education and conducting research in engineering, basic sciences and humanities.

Whereas TCGLS, a leading company engaged in contract research services and informatics providing services to global pharmaceutical and biotechnology companies in the area of drug discovery & development as well as involved in basic research. The company presently has more than 1000 scientists (including approx. 250 PhDs), operating from Kolkata, Pune, Hyderabad, USA.

NOW, THEREFORE, IT IS HEAREBY AGREED TO BY AND BETWEEN NIT SIKKIM AND TCGLS AS FOLLOWS:

1. PERIOD OF MOU

This MOU comes into effect from the date of its signing and will remain in force for a period of 10 years on renewal basis.

2. SCOPE OF THE WORK

The details of the agreements are as given below:

i. Collaborative Research Program

- a) The NIT SIKKIM and TCGLS would work together in writing the research proposals in the area of chemical and biological sciences primarily aligned to pharmaceutical industry needs for funding from various national and international funding agencies.
- b) The terms and conditions regarding sharing of work, facilities, data, Intellectual Properties and others related issues in case of joint research work shall be decided in advance for each proposal/project individually in writing by both the parties.

ii. Joint Ph.D. Program

- a) The regular Masters staff of the TCGLS, as nominated by them, shall be registered for regular Ph.D. programs of the NIT SIKKIM through entrance test/any other admission criteria applicable to any other candidate.
- b) The staff of TCGLS shall have to fulfill all the conditions laid down in the rules and regulations for Ph.D. of the Institute, including, course work, research work and publications as applicable to any other candidates.
- c) In the case of any change in the provisions of the rule and regulations for Ph.D., the same shall be applicable to the candidates sponsored by the TCGLS.
- d) The candidates of the TCGLS shall work under supervision of the regular faculty of the Institute as per the Ph.D. rules and regulations of the NIT SIKKIM. However, for day to day supervision of the Ph.D. work, TCGLS shall nominate a senior Ph.D. staff member as a co-guide who has a minimum of five years' regular experience in conducting/supervising research work. In the event the co-guide leaves the employment of TCGLS, the company shall immediately nominate another eligible staff member in place of the earlier co-guide in



consultation with the Institute. PhD registration should be made as per the relevant ordinance of the Institute (NIT SIKKIM).

- e) The candidates of the TCGLS shall work in the laboratory of TCGLS and NIT SIKKIM, as desired mutually by the supervisors.
- f) For effective supervision of the candidates, supervisors both from NIT SIKKIM and TCGLS shall undertake video conferencing, mutual visits, as and when required.
- g) TCGLS shall bear the travel expenses of mutual visit.
- h) In the event the TCGLS sponsored PhD candidate during his PhD program resigns from TCGLS or gets terminated from the employment with TCGLS, the said candidate will not be allowed to carry on with his PhD under this MOU and the said candidate shall be liable to refund back TCGLS the financial loss incurred by them.

3. Management of this MOU

For the smooth implementation and operation of this MOU, an 'alliance management team (AMT)' shall be formed which would constitute of 6 members with 3 members nominated by each party. The AMT shall look into various operational aspects and lay down 'specific operating procedures (SOPs)' from the time to time. The SOPs formed and signed by AMT would be binding on both parties till they are not revised or rescinded by AMT. Both parties will have liberty to change its nominated members under intimation to the other party.

4. Communication between NIT SIKKIM and TCGLS

Both parties shall maintain regular communication and exchange data and other information in such manner and frequency as mutually decided on case to case basis. All information exchanged shall be confidential in nature unless the same is in public domain or the recipient has been allowed to treat the same as non-confidential by the other party. The disclosure of the same shall be governed by the Secrecy Clause of the MOU. The mode of communication will include personal meetings, teleconferences, video conferences, emails, postal communications, use of electronic media, etc.

5. Other Measures to promote closer Ties

The NIT SIKKIM and TCGLS shall work together to promote closer interaction between scientists of TCGLS and faculty of the NIT SIKKIM through various measures such as organizing joint seminars, workshops, talent hunt competitions etc.

6. Right of the Ownership/Technology Transfer and Utilization

The know-how generated from joint efforts will be the joint property of NIT SIKKIM and TCGLS. It shall be the responsibility of both party jointly with equal share to take necessary action for protection of intellectual property arising out of joint efforts through proper instruments, such as, patents, copy right and publications and commercialization etc.

7. Secrecy

It is hereby agreed that the participating agencies shall keep information including but not limited to data, document, structure, formulae, know-how collected completely secret and disclosure shall be made on the terms and conditions mutually agreed upon.



8. Termination

In case of any default by either party, the aggrieved party shall intimate the other party of its grievance and give the defaulting party a reasonable opportunity to make good the default, failing which, the matter will be put up for arbitration as defined below. In the event the arbitration bench fails to reach a consensus for dispute resolution, the aggrieved party will be at liberty to issue a termination notice to the other party. The notice period will be 6 months.

It has also been understood by both the parties that in case of termination of this MOU, the rights and responsibilities of both the parties will continue in terms of the TCGLS candidates enrolled for PhD program till they complete their PhD and in terms of collaborative research projects till the projects are completed.

9. Funding


- 1) The specific proposal of research shall be made jointly by the concerned supervisor from NIT SIKKIM and TCGLS.
- 2) TCGLS shall make the funding for the project outlay.
- 3) The release of fund may be made by TCGLS, annually as per the progress of the project.

10. Arbitration

In the event of any question, dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning scope, operation or effect of this Agreement or the validity of the branch thereof shall be referred to Arbitration wherein **Prof. Mahesh Chandra Govil, Director, NIT SIKKIM and Anirban Mitra, AVP and Head - HR & Admin, TCGLS** will constitute the arbitration bench. In the event they fail to resolve the dispute within a period of 3 months from the notification by one party to other of the existence of such dispute, then the provisions of Indian Arbitration and Conciliation Act, shall apply.

11. Governing Law

The law of India shall govern this Contract for the time being in force. IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this Agreement on the day, month and year first above written in presence of:


02/12/22

Prof. Mahesh Chandra Govil
Director
(For NIT SIKKIM)



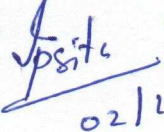


Anirban Mitra
AVP and Head - HR & Admin
(For TCGLS)



Witness:

1. 
02/12/22

2. 
02/12/22