

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AL 130371

## Memorandum of Understanding (MOU)

This agreement made and entered on 10<sup>th</sup> day of May two thousand and twenty two between National Institute of Technology Sikkim, at Barfung Block Ravangla Sub-Division South Sikkim - 737 139 and National Institute of Pharmaceutical Education & Research, Kolkata (NIPER-Kolkata), at Chunilal Bhawan, 168, Manicktala Main Road, Kolkata – 700 054, hereinafter referred to as NIPER-Kolkata.

### PREAMBLE

National Institute of Pharmaceutical Education and Research (NIPER)-KOLKATA (hereinafter will be known as NIPER-KOLKATA), having office at 168, Chunilal Bhawan, Manicktala Main Road, Kolkata-700054, India is an institute of national importance under Ministry of Chemicals and Fertilizers, Govt of India. NIPER-Kolkata has expertise in the following areas

- NIPER-Kolkata is engaged in teaching and research which includes award of degrees in Post Graduate, Doctoral and Post Doctoral programmes in the areas of Medicinal Chemistry, Pharmacology, Natural Products, Pharmacoinformatics and Pharmaceutics.

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*[Signature]*





- NIPER-Kolkata has animal house, central instrumentation facility with instruments like 400MHz NMR, LC-Mass, Circular Dichroism Spectrophotometer, Animal Imager, Confocal Microscope, PCR etc.

Whereas **National Institute of Technology Sikkim** (hereinafter will be known as **NIT Sikkim**) was established in the year 2010 as an autonomous Institute of National Importance under Ministry of Education (formerly M.H.R.D.), Govt. of India.

- NIT Sikkim is engaged in teaching and research which includes award of degrees in Graduate, Post Graduate and Doctoral programmes in the areas of Engineering, Sciences and Humanities. NIT Sikkim has expertise and various required facilities in Engineering disciplines and Sciences.
- Department of Chemistry, NIT Sikkim started a two year M.Sc. programme in Chemistry in the year 2017. The department has expertise in the field of Synthetic Organic Chemistry, Catalysis, Computation Chemistry, etc. It has facilities like UV-visible spectrophotometer, FT-IR spectrophotometers, Gas Chromatograph, Cyclic Voltameter, Spectroanalytical CV, etc.

Whereas, both NIPER-KOLKATA and NIT Sikkim now

- Recognizing the importance of research and development.
- Appreciating the need for development of new drug candidates and drug products for several therapeutic challenges.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to collaborate to work in the fields of synthetic organic chemistry, natural products chemistry, drug discovery, drug delivery, biotechnology, biological sciences and allied areas.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both NIPER-KOLKATA and NIT Sikkim hereby agree to sign a memorandum of understanding (MOU).

#### **SCOPE OF MOU**

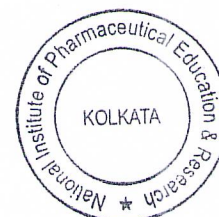
#### **ACADEMIC INTERACTION**

Both NIPER-KOLKATA and NIT Sikkim, shall encourage interactions between the faculty members and students of both the organizations through the following arrangements:

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- a) Exchange of personnel through deputation as per the rules of the respective institutes, for limited periods as mutually agreed upon;
- b) Collaboration on joint projects funded by external funding agencies / industry or by the Institutes (NIPER-Kolkata and NIT Sikkim)
- c) Organization of joint conferences and seminars;
- d) Expert lectures from NIT Sikkim and vice-versa;
- e) Guidance of student projects/thesis, internships of students in academic programs of mutual interest at NIPER-KOLKATA and NIT Sikkim

#### **SHARING OF FACILITIES**

- a) NIPER-KOLKATA and NIT Sikkim shall make provisions to share their respective R&D facilities in order to promote academic and research interaction.
- b) Both the institutes shall provide access to their library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

#### **EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of signature by the competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than one month by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a program or are involved in any joint project or internships under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of NIPER-KOLKATA and NIT, Sikkim.

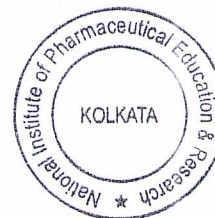
#### **COORDINATORS**

Dr. Sharada Prasanna Swain from NIPER-Kolkata and Dr. Taraknath Kundu from NIT Sikkim shall act as coordinators for successful implementation of the programmes under the MoU.

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*Taraknath Kundu*



## IPR AND PUBLICATION RIGHTS

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

## CONFIDENTIALITY

During the tenure of the MOU both NIPER-KOLKATA and NIT Sikkim will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

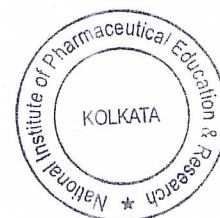
Both NIPER-KOLKATA and NIT Sikkim shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both NIPER-KOLKATA and NIT Sikkim shall put in place adequate and reasonable measures to keep and store, and secure confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or individually, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbally, or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party

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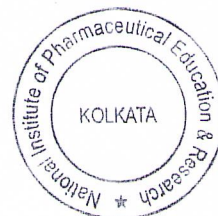
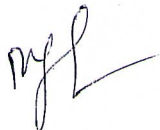
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **AMENDMENTS**

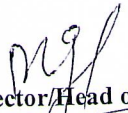
Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **RESOLUTION OF DISPUTES**

The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be resolved subject to jurisdiction of civil courts at Kolkata or Sikkim.



IN WITNESS WHERE OF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR MENTIONED BELOW.

  
Director/Head of Institute,  
NIT Sikkim

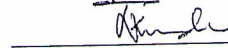
Ravangla, South Sikkim 737139

निदेशक / Director  
राष्ट्रीय प्रौद्योगिकी संस्थान सिक्किम  
National Institute of Technology Sikkim

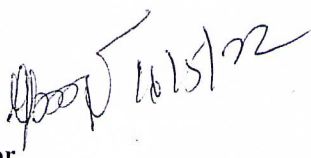
Witness



Coordinators



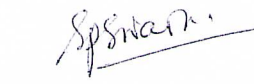
Date: 12/06/2022

  
Director

NIPER-KOLKATA

168, Chunilal Bhawan, Kolkata-700054, India

 डा. रविचंद्रिन वि. / DR. RAVICHANDIRAN V.  
निदेशक / DIRECTOR  
राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान, कोलकाता (पश्चिम बंगाल)  
औषधीय विभाग, रसायन एवं उर्वरक मंत्रालय, भारत सरकार  
National Institute of Pharmaceutical Education & Research, Kolkata (W.B.)  
Dept. of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India



Date: 10/05/2022