

MEMORANDUM OF UNDERSTANDING FOR RESEARCH COLLABORATION

BETWEEN

**CHILDREN'S HOSPITAL MEDICAL CENTER (CHMC), USA
AND**

**INDIAN INSTITUTE OF TECHNOLOGY (IIT), MANDI, HIMACHAL PRADESH,
INDIA**

This Memorandum of Understanding ("MoU") is effective as of the date of the last signature below ("Effective Date") by and between **Children's Hospital Medical Center** having its office at **3333 Burnet Ave, Cincinnati, OH 45229 USA**, herein referred to as **CHMC** which term shall unless is repugnant to the context include its successors, representatives, administrators and permitted assigns of the FIRST PART,

And

Indian Institute of Technology Mandi, is a body corporate incorporated under the Institutes of Technology Act, 1961 and having its office at **VPO Kamand, District Mandi - 175005, INDIA**, is a research and educational institution of national importance, hereinafter referred to as "**IIT Mandi**" which term shall unless is repugnant to the context include its successors, representatives, administrators and permitted assigns of the SECOND PART,

The aforesaid institutions are hereinafter referred to individually as the Party and collectively as the Parties.

Introduction:

IIT Mandi is one of the premier institutes to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country. IIT Mandi imparts and undertakes cutting-edge research in various areas of science, engineering, and humanities.

Children's Hospital Medical Center (CHMC) is an academic pediatric acute care children's hospital and research center located in Cincinnati, Ohio, USA. The hospital has 634 pediatric beds and is affiliated with the University of Cincinnati Academic Health Center.

The faculty member(s) of IIT Mandi involved in this MoU or in any project specific agreement will receive/disclose Confidential Information on behalf of IIT Mandi. He/She/They will execute the obligations of non-disclosure of Confidential Information received from **CHMC**.

The Parties wish to work towards promoting academic cooperation. The degree of mutual interest is so great that considerable advantage may be gained from their pursuit on a collaborative basis.

NOW THEREFORE IN CONSIDERTION OF THE MUTUAL COVENANTS, CONTAINED HEREIN, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. Object:

Both the Parties agree to collaborate towards promoting academic cooperation. The purpose of this Agreement is to develop scientific, academic, and educational cooperation based on equality and reciprocity and to promote relations between Faculty, **CHMC** and **IIT Mandi** under the mutual understanding of the Parties (hereinafter referred to as the "Academic Cooperation").

The Parties undertake to promote and develop the Academic Cooperation as follows:

- (1) Exchange of academic staff, administrative staff, and students;
- (2) Joint co-supervision for graduate research students registered at IIT Mandi and CHMC;
- (3) Joint data collection and sharing;
- (4) Academic and research collaboration in the areas of mutual interest;
- (5) Exchange of academic information, scholarly information, materials, and publications;
- (6) Conducting cooperative seminars, workshops, and other academic meetings in physical or virtual formats for students and faculty from both institutions.

The Parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangements for collaboration. The terms and conditions for such activity such as deliverables, funding, developers, intellectual property will be specified in a separate project specific arrangement.

Research:

Children's receives the third-most NIH funds of any pediatric institution in the United States and the pediatric residency training program at Cincinnati Children's is among the largest in the USA, training approximately 200 graduate physicians each year (<https://www.cincinnatichildrens.org/education/research>). The hospital has **271 million USD** in External Funding and **26.6 million USD** of Philanthropic Support to cater **1,035 Faculty Members**. The world class shared research facilities include:

- Center for Stem Cell & Organoid Medicine (CuSTOM)
<https://www.cincinnatichildrens.org/research/divisions/c/CuSTOM>)
- Humanized Mouse Resource Core
(<https://www.cincinnatichildrens.org/research/cores/humanized-mouse>)
- AAALAC accredited large animal facility

(<https://www.cincinnatichildrens.org/research/support/orcra/programs/animal-research>)

2. Intellectual Property Rights:

Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

3. Effective date, duration, termination of the MoU:

The MoU shall be effective from the effective date and shall remain in force for a period of five (5) years. The Parties may extend the term in writing. The MoU may be terminated by either Party by giving a written notice of six (6) months to the other Party, mentioning sufficient cause for such termination. However, both the Parties will ensure that the provisions of this MoU shall continue to apply to all activities in progress until their completion. Clauses 3, 5, 6, 7, 8, 9, 10, and 11 shall survive the termination or expiration of this MoU.

4. Confidentiality:

- a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- b. Confidential information includes information:
 1. Disclosed by or on behalf of the Disclosing Party to the Receiving Party.
 2. Otherwise learnt or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or,
 3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree or care to maintain the information confidential as Receiving Party uses in maintaining as confidential its own confidential information, but always at least a reasonable degree of care; due diligence will be taken by both the Parties in maintenance of confidential information.
- d. The Receiving Party will use the confidential information only for the above mentioned purpose.
- e. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent or affiliated companies of Receiving Party having a need to know such information in order to accomplish the purpose stated above.

- f. This MoU imposes no obligations on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
 - 1. was known to Receiving Party prior to disclosure by Disclosing Party,
 - 2. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - 3. is or becomes generally known or publicly available other than by unauthorized disclosure,
 - 4. is independently developed by Receiving Party,
 - 5. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
 - 6. is required by law or decree.
- g. The confidential information shall remain the sole property of the Disclosing Party.
- h. The obligation of non-disclosure of confidential information shall survive for 3 years after expiry/termination of this MoU.

5. No Liability:

Neither Party, nor any of their affiliates nor their or their affiliates respective directors, officers, employees, subcontractor or agents shall be liable to the other Party for any special, incidental, indirect or consequential damages (including, but not limited to, contract, negligence and tort liability) in connection with or arising out of this MoU.

6. Publicity:

Neither Party shall use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this MoU without prior written approval of the other Party, except for necessary governmental disclosures.

7. Independent Contractors:

For the purpose of this MoU, the Parties hereto are independent contractors and nothing contained in this MoU shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures.

8. Assignment:

This MoU shall not be assigned by either Party without the prior written consent of the other, to any third party. In case of any such assignment, the party taking up the assignment shall succeed to the rights, benefits, titles, duties, interest and obligations and liabilities of the Party making such an assignment under the MoU.

9. Amendment:

Any amendment or variation to this MoU shall be made by a written MoU between the Parties.

10. Arbitration and Governing Law:

This MoU shall not be constructed, governed, interpreted and applied in accordance with the laws of India and the courts of Mandi shall have the execution jurisdiction.

The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this MoU by negotiation. If the matter cannot be resolved in the normal course of business, within ten (10) days after the dispute arises, any interested Party shall give the other Party written notice of any such dispute not resolved, after which the dispute shall be referred to the Director, IIT Mandi and **Chairperson CCRF/ CEO, CHMC** who will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. In case an amicable settlement of any disputes arising out of or relating to this MoU is not achieved within thirty (30) days after written notice is received, such dispute shall be referred to arbitration under the Rules of Arbitration and Conciliation Act, 1996 (as amended from time to time), by one (1) sole arbitrator appointed in accordance with said Rules. The seat of the arbitration shall be Mandi. The arbitration shall be conducted in English language and the award shall be final and binding upon the Parties. Each Party shall bear its own costs of the arbitration unless the arbitrator otherwise directs.

11. This Agreement is not intended to be legally binding. Nothing, therefore, shall diminish the full autonomy of either Party, nor shall any constraints be imposed by either Party upon the other Party in carrying out this Agreement.

IN WITNESS THEREOF, the Parties hereto have signed this MoU on the Effective Date mentioned hereinbefore.

For and on behalf of:
CHMC

Date: 09/27/2022 | 9:08 AM PDT

DocuSigned by:
Sarah May

Sarah May
Interim VP-Dept of Pediatrics/CCRF
CHMC
Children's Hospital Medical Center (CHMC),
USA
3333 Burnet Ave., MLC 7030,
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USA

For and on behalf of:
IIT Mandi

Date: *L. Behera*
21/10/22

Prof. Laxmidhar Behera
Director
Indian Institute of Technology Mandi
VPO Kamand, District Mandi, HP,
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