

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**HERITAGE INSTITUTE OF TECHNOLOGY
KOLKATA**

AND

**STAR CEMENT LIMITED
KOLKATA**

This **Memorandum of Understanding** (hereinafter called as the '**MOU**') is entered into on this Wednesday 7th day of October Two Thousand Twenty (2020)

BETWEEN

Heritage Institute of Technology, 994, Madurdaha, Chowbaga Road Anandapur, P.O.-East Kolkata Township, Kolkata-700107, West Bengal, the First Party represented herein by its **Principal, Prof. (Dr.) Pranay Chaudhuri** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Star Cement Limited, having its registered office at Lumshnong, P.O.: Khaliéhriat, Dist. East Jaintia Hills , Meghalaya , 793210, the Second Party, and represented herein by its **Chief Executive Officer, Mr. Sanjay Gupta**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

for

Establishment of a Biomedical Research Centre under the name and style "**Swami Vivekananda Center for Advanced Biomedical Research**" at the Heritage Institute of Technology, Kolkata

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS **MOU**, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 INTRODUCTION

Heritage Institute of Technology, Kolkata, (referred to as **HIT-K** henceforth) and Star Cement Limited (referred to **SCL** henceforth) are linked by common interests and seek to develop collaborations and exchanges in

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fields of some shared interest in the field of Biomedical Research particularly Genomic Research. The activities undertaken pursuant to this Memorandum of Understanding (**MOU**) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to both parties.

To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, or intellectual property, a supplementary agreement must be negotiated and approved by the two parties before work on any of the projects can commence.

2.0 PURPOSE

2.1 This Memorandum of Understanding (**MOU**) serves as a written understanding of agreed upon principles between **Heritage Institute of Technology, Kolkata** and **Star Cement Limited** concerning a set of general objectives on commencement of research unit at **HIT-K** initially for Genomic Research. This is a nonbinding agreement and is intended to clarify and to formalize the nature and extent of the complementary activities between key service delivery partners, defines roles and responsibilities and fosters a strong partnership that might be undertaken for the mutual benefit of the two parties.

2.2 Commitments of specific institutional resources, personnel, space, facilities, or any other academic or intellectual activities may be contemplated hereunder but are beyond the scope of this **MOU**.

2.3 Due to some unique abnormal genetic pattern associated with diseases, unraveling the abnormal genomic make-up in patients suffering from various diseases and selecting treatment module could provide unparalleled benefits for international community and, foremost, for the advancement of translational science, healthcare and economy. Furthermore, genome-wide association studies will provide information on how simple or complex genetic variability impacts on the risk for the development and pharmaco-genomics of various common and rare diseases with genetic components.

2.4 For the purpose of achieving the objective of such Biomedical Research Centre by **HIT-K**, the Institute may enter into similar **MOU** with any other entities who would like to support such research initiatives by **HIT-K**. **SCL** will not have any objection in any manner whatsoever.

3.0 Objectives, Scope, and Mainstream Activities

Both the parties agree to encourage the development of the following types of activities:

3.1 Explore the possibilities for developing joint translational research programs and collaborations in fields of shared interest and expertise,

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such as genetic and genomic studies in different diseases in association with treatment schedules, specialty international reference laboratory services and training, and personalized medical care studies.

- 3.2** Exchange of academic information and materials, researchers, specialized resources and expertise in specific areas of disease oriented genetics, and clinical medicine and other potential fields of mutual interest.
- 3.3** Visits and informal exchanges of researchers in specific areas of education, research, and outreach.
- 3.4** Hold Joint video conferences, symposia or other scientific meetings on subjects of mutual interest.
- 3.5** Further **SCL** agreed to provide financial support amounting to Rs 2,00,00,000/- (Rupees Two Crore Only) to be released in phases based on the progress of such Research Project and any other research activities which will be carried on hereafter.

4.0 Exchange and cooperation programs to which both parties agree

The accomplishment of this collaborative agreement will enhance the development of advanced clinical practices and genomics research in India, and participation of other researchers in internationally recognized human genome projects.

5.0 Responsibilities of the Parties

- 5.1** Both the parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources. SCL will provide the financial support to run the research activities.
- 5.2** Accordingly, the implementation of any exchange and cooperative program based on this MOU shall be separately negotiated and determined between the two Institutions as and when necessary.
- 5.3** It is further expected that both parties will be compliant with all applicable national, and State laws and regulations, as well as organization/Institutional policies.

6.0 Joint Undertakings

The Parties agree to undertake the following activities:

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- 6.1 Arrange regular senior operational meetings to discuss organization and developments, future research directions and expectations, and feedback.
- 6.2 Arrange regular briefings to discuss main concerns in the most efficient and effective way.
- 6.3 Arrange single points of contact at each organization through whom information can be shared.
- 6.4 Share information that might lead to a better understanding of the way information is distributed and received by the public and media.
- 6.5 Identify opportunities to maximize the efficiency of information exchange between the Parties.

7.0 Privacy

The Parties will cooperate to ensure they do not cause the other to breach any privacy obligations that another Party has at law. The outcome of the research work in any case should not be shared by either party to any other agency or individual without mutual consent.

8.0 Meetings and Reporting


To accomplish the purpose and objectives set forth in the **MOU, HIT-K & SCL** will exchange progress reports and will meet at least twice a year for the purposes of program planning and monitoring and evaluating outcomes. All decisions at the meeting will be decided by consensus only.

9.0 Duration and Option to Amend, Extend or Terminate

- 9.1 This MOU will become effective when signed by both parties.
- 9.2 The agreement will remain valid for a period of **five years** from the date of **MOU** and may be renewed or amended by mutual agreement of the parties.
- 9.3 The parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this **MOU**.
- 9.4 Either party may terminate this **MOU** at any time by providing written notice of such termination to the other party.

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9.5 This **MOU** may be amended on the initiative of either party by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment.



7.10.2020

Prof. (Dr.) Pranay Chaudhuri
Principal
Heritage Institute of Technology



Sanjay Gupta
Chief Executive Officer
Star Cement Limited