



**MEMORANDUM OF UNDERSTANDING (MOU)**

**AMONG**

**IMS University Courses Ghaziabad,**

National Capital Region, NH 9 Adhyatmik Nagar Ghaziabad, Uttar Pradesh 201009

**AND**

**INSIGHT BIOSOLUTIONS**

6 Rue Pierre Joseph Colin, 35000 Rennes, France

This Memorandum of Understanding (MOU) is executed on the 31.01.2022 (signed by both parties), between the following parties:

**INSTITUTE OF MANAGEMENT STUDIES UNIVERSITY COURSES GHAZIABAD** (established in 1990 under ISO CERTIFIED laws of government of India passed by the Legislative Assembly and is recognized as per Section 2 of the UGC Act), situated at NH-9 Adhyatmik Nagar through its Director duly authorised to enter and sign the MOU on behalf of **IMS Ghaziabad** (hereinafter called as 'IMSUC') of the ONE PART

**AND**

**INSIGHT BIOSOLUTIONS (IBS)**, a company incorporated under the laws of FRANCE (Registration No. 89461583000011) having its registered office at BIOPOLE, 6 Rue Pierre Joseph Colin, 35000 Rennes (hereinafter referred to as 'IBS') of the ANOTHER PART.





## AREAS OF COLLABORATION

Subject to the availability of funds and resources the parties under the MoU can work on the following areas:

1. IBS will support IMS in technical collaboration for research and for organizing Seminars and Guest Lectures on the latest technology trends, Management courses for Biotech students and in-house requirements whereas all parties involved in the MoU will mention such seminars/training programs on their respective websites.
2. Placement of students: IBS will actively engage to help the delivery of the training and placement of UG/PG/Ph.D. students into internships in its projects or projects of partner Industries or Laboratories.
3. Industry support for organizing Skill Development program for students: IBS will train the students of IMS on the emerging technologies to bridge the skill gap towards industry readiness whereas IMS will give full access of students for an arrangement of such skill development programs.
4. Industry support for organizing Faculty Development Programs (FDP): IBS will train the faculty members of the IMS for imparting training as per the Industrial requirement whereas IMS will give full access of teachers for an arrangement of such FDPs.
5. Short Term Courses: IBS in industrial collaboration with its partners will launch various short term training courses for the greater scientific community as per its mandate on development of skilled manpower for the generation of employability whereas IMS will endorse such short term courses after due approval from the concerned body, for further generation and sharing of revenues for participating parties.
6. Collaborative research activities and research supervision:





- a) Identifying research areas/domains for collaborative research
- b) Internship for students
- c) Collaborative research projects
- d) Joint supervision of Ph.D scholars
- e) Intellectual assistance/guidance of IMS faculty member/s in product/process modification, modernization, troubleshooting, etc of Industry

The scope of this agreement may be modified in the future based on mutual interest and agreement.

#### Principles of Collaboration

IMS and IBS jointly agree to develop their research links under the principles of mutual understanding, common interest, and mutually complementary activities.

1. To **work** in the areas benefiting the **community** at large.
2. To identify common thrust areas of research keeping in focus the **Sustainable Development Goals (SDGs)** and **priorities** in the field of Management of **science and technology** especially with **biotechnological** interventions.
3. To promote individual contacts among **Research scholars, Students,** and **Faculty/Staff** of both the institutions.
4. To provide **opportunities** for the **faculty/staff** members, **research scholars,** and **students** to use the **expertise** and **facilities** available in both organizations including.



5. To work jointly for the **common research interests**, including the preparation and submission of **research proposals/protocols** and their implementation by making use of the material/facilities.
6. To consider **IMS and IBS** as **Research and Development partners of IMS** for carrying out research studies in the mutual interest of both.
7. To **mutually acknowledge** and share the experience, expertise, and capabilities of **IMS and IBS** with due importance in **collaboration, resource sharing, and partnership**.
8. The IBS will act as a commercial partner of the developed technology and reserve the right to market, sell, license, and to gain profit by other commercial activities. However, IMS will act as an academic partner and can utilize the collaborative research for workshops, national and international conferences, seminars, research publications, citations along with IBS.
9. IBS reserves rights to **publish** reports of **sponsored projects/papers**, file **patents**, and disseminate results on mutually agreeable terms but may do jointly with IMS on the mutual agreement.
10. To **encourage** any other activities that both the institutions agreed to be of **mutual benefit, Specific terms, conditions, and procedural aspects** of collaboration including **financial obligations** of either party shall be finalized on **mutual terms** and conditions of each specific project and sharing of outcomes (papers and intellectual property rights) under this MoU separately.





11. IBS will invoice the IMS as service fees with **70% of total fees** obtained from each course or development program organized by IBS and IMS will keep **30% share** on the total fees.

The terms and budget for each program or activity implemented under this agreement shall be mutually agreed upon in writing before its initiation. Such programs and activities shall be approved by authorized individuals from each party.

Designated official(s) at each institution shall oversee and facilitate the implementation of this agreement in cooperation with other appropriate administrators at the respective institutions. All notices shall be in writing and shall be directed to these officials as follows:

**IMSUC Ghaziabad,**

National Capital Region, NH 9 Adhyatmik Nagar Ghaziabad, Uttar Pradesh 201009

Telephone: Prof. Ajay Kumar (+91 9711260678)

Email: director@imsuc.ac.in

**Insight Biosolutions, France**

Telephone: Mr. Jean Bernard Idoipe (+33982466037)

Email: contact@insight-biosolutions.fr

The present agreement shall enter into force when signed by both parties and will remain effective for two years in the first instance. Either party may bring the agreement to an end by two months' written notice to the other. Any modification of the present text during the tenure of this agreement shall be agreed upon between the parties and submitted for approval to the relevant authorities in both institutions.





For this **Memorandum of Association** and all addenda hereto encompassing specific programs between 'IMS', and 'IBS', it is understood and agreed that neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law. This memorandum of agreement and all addenda shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or a third party.

#### **Patents and Publication**

Patents and publications, if any, in respect of the activity under this MoU shall be in the names of involved personnel from both the parties and the sequence of Authors mutually agreed upon based on contribution. In all patents and publications (papers, reports, etc.,) it will be duly acknowledged that the work has been carried out by 'IMS' and 'IBS' under this MoU between the parties. All ethical guidelines of research publication existent at both the organizations will be followed, strictly.

#### **RENEWAL, TERMINATION, AND AMENDMENT**

This agreement shall remain in force for 2 (two) years from the date of the last signature, with the understanding that it may be terminated by either party giving two months' written notice to the partner institution.

This MoU may be terminated by either party by the provision of written notice of termination not less than six months before the desired termination date. However, both parties agree that all continuing obligations to students, staff, funding bodies or other entities are met in full after the notice of termination.

Any dispute arising out of this Memorandum of Understanding or in its enforcement the concerned parties to this MoU will resolve the same amicably. However, in case if the dispute remains unresolved it shall be referred to an arbitrator to be appointed by mutual consent of both parties. The venue of arbitration shall be at such place as may be fixed by





the arbitrators and the arbitration proceeding shall be as provided under the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon both parties. All legal disputes shall be subjected to the jurisdiction of the courts in Delhi, India.

No modification to this MoU shall be binding unless made in writing and signed by both parties. This agreement may be amended with the consent of the company and the institution through a written addendum executed by authorized individuals of both. Such agenda, once approved by both of them, will become part of this memorandum of agreement.





This agreement shall be binding upon signing by authorized individuals of the 'IMSUC', and 'IBS' shall be effective as of the date last written below.

IN WITNESS WHEREOF, the parties hereto have offered their signatures:

For and behalf of <b>IMS</b>	For and behalf of <b>IBS</b>
Signature ( Date: 31.01.2022)   <b>Institute of Management Studies Adhyatmik Nagar Campus, Ghaziabad</b>	Signature ( Date:31.01.2022)   <b>SAS INSIGHT BIOSOLUTIONS</b> Papinière biopôle Rue Joseph COLIN - 35000 RENNES FRANCE contact@insight-biosolutions.fr N° SIRET : 894 619 830 0011
Name: Dr. Ajay Kumar Director IMSUC Ghaziabad  Email:director@imsuc.ac.in	Name: Mr. Jean Bernard Idoipe President  contact@insight-biosolutions.fr