

# **The Chancellor Master and Scholars of the University of Oxford, Oxford, United Kingdom**

Date of signing the MoU -12/2/2020

## **Objectives of MoU**

- **The Parties agree to comply with the World Medical Association Declaration of Helsinki, titled “Ethical Principles for Medical Research Involving Human Subjects” and the UK Policy Framework for Health and Social Care Research.**
- **The collaborator each agrees to comply with the Head Terms in so far as they relate apply to the collaborator’s involvement in the project.**
- **Authorship of any publications of the conclusion of the project will be decided in accordance with the normal academic practice.**



**COLLABORATION AGREEMENT**

between

**THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**

**AND**

**INTEGRAL UNIVERSITY, LUCKNOW, INDIA**

## COLLABORATION AGREEMENT

between

The Chancellor Masters and Scholars of the University of Oxford, whose administrative office is at University Offices, Wellington Square, Oxford, OX1 2JD (the "Lead")

and



Integral University, Integral University, a seat of educational excellence, is a premier university in Lucknow, the capital city of the state of Uttar Pradesh, India. It was established under the Act Number 9 of 2004 by the State Government. The University is duly approved by the University Grants Commission (UGC) under sections 2(f) and 12B of the UGC Act, 1956. Integral University is accredited by NAAC and recognised as a Scientific & Industrial Research Organisation (SIRO) by the Department of Scientific & Industrial Research, Ministry of Science & Technology, Government of India. The University teaching and administrative offices are located at Kursi Road, Lucknow, Uttar Pradesh 226026. (the "Collaborator")

hereinafter referred to as the "Parties" and each of them being a "Party"

### BACKGROUND

- A. The Lead has been awarded a grant from BMA Foundation for Medical Research (the "Funder") in respect of a project titled *"Defining the role of the human leukocyte antigen locus in susceptibility to rheumatic heart disease in Oceania and South Asia"*, (the "Project"), the terms of which are attached as Schedule 1 to this Agreement (the "Head Terms").

Dr Tom Parks of the Lead is designated the Project Leader and shall have overall responsibility for management of the Project. The Co-Investigators are Prof. Balraj Mittal, Professor Emeritus, Department of Biotechnology, Babasaheb Bhimrao Ambedkar University (A Central University), Lucknow; and Prof. Masood Sadiqat The Children's Hospital & The Institute of Child Health, Lahore, Pakistan. Prof. Mohammed Haris Siddiqui, Head, Department of Bioengineering, Integral University, Lucknow will act as Associate Investigator,

- B. This agreement sets out the terms and conditions under which the Lead will pass on the funds allocated to the Collaborator under the Head Terms and under which the Parties will collaborate on the work to be conducted on the Project.

### TERMS AND CONDITIONS

It is hereby agreed as follows:

1. The Project shall commence on 1<sup>st</sup> March 2020 and shall continue for 18 months unless terminated earlier in accordance with this Agreement. The Parties will co-operate to perform the Project. The tasks to be undertaken by each Party for the Project are those allocated to them in the proposal made to Funder for the Project attached as Schedule 2 to this Agreement (the "Proposal"). The Parties agree to perform such tasks with reasonable skill and care within the scope of their funding. The Parties agree to comply with the World Medical Association Declaration of Helsinki, titled "Ethical Principles for Medical Research Involving Human Subjects" and the UK Policy Framework for Health and Social Care Research.

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Lead Ref R59109/CN001

Dr. Mohammed Haris Siddiqui  
Professor & Head  
Department of Bioengineering  
Faculty of Engineering  
Integral University, Lucknow

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2. The Collaborator shall ensure that before the Project commences and during the full period of the Project, all the necessary legal and regulatory requirements in order to conduct the Project are met, and all the necessary licences and approvals have been obtained. The Collaborator shall ensure the Project is conducted locally according to Good Clinical Practice, all relevant legislation, and the Project plan as set out as set out in Schedule 2.



3. The Collaborator each agrees to comply with the Head Terms in so far as they relate and apply to the Collaborator's involvement in the Project. Additionally the Collaborator agrees not to conduct itself (whether by act or omission) in such a manner that would cause the Lead to be in breach of the Lead's obligations under the Head Terms. On termination or expiry of the Head Terms, this Agreement will automatically immediately terminate.

4. The Collaborator agrees to provide to the Lead promptly on request (and where it is legally able to do so) any information, documentary evidence and records in respect of the Project that the Lead may reasonably require from time to time in order to fulfil its reporting obligations under the Head Terms.

5. The funding to be provided to the Collaborator by the Lead in respect of the Project is detailed in the payment schedule contained in Schedule 3 to this Agreement. The Lead shall only pass on funds received under the Head Terms. If the Funder requires the reimbursement by the Lead of any sums paid under the Head Terms, then to the extent that such requirement arises from the acts or omissions of the Collaborator, Collaborator agrees to reimburse the Lead together with any interest charged thereon by the Funder.

6. Subject to the conditions of the Head Terms, any intellectual property, know-how and results created in the course of the Project ("Results") shall be owned by the Party that generates them. Nothing in this agreement shall effect the ownership of any background intellectual property (being any intellectual property owned or controlled by a Party prior to the commencement of the Project or generated by a Party outside the scope of the Project) used in the implementation of the Project. Each Party grants the other Parties (i) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its background intellectual property used in the implementation of the Project solely to enable the other Parties to carry out their respective part of the Project, and (ii) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use its results for academic and non-commercial research purposes, including research projects funded by third parties (including commercial entities) provided that those parties gain or claim no rights to such Results.

7. Authorship of any publications of the conclusions of the Project will be decided in accordance with normal academic practice.

8. In the event that any information or materials being shared by a transferring Party ("Transferor") to a receiving Party ("Transferee") under this Agreement is subject to any additional regulations due to its level of sensitivity including, without limitation, data protection, human tissue or export control legislation, the Parties agree to handle such information or materials in an appropriate and legally compliant manner. The Transferor shall notify the receiving Transferee of any such sensitivity prior to transfer. The Transferee shall procure that it obtains and shall comply with and maintain any necessary consent, approvals or licences in advance of taking receipt of such information or materials. For the avoidance of doubt, nothing in this Agreement purports to permit either Party to reverse engineer or otherwise analyse any of the materials provided to it under this Agreement except in accordance with the provisions of this Agreement and to the extent applicable by law.

9. Each Party shall procure that in carrying out the Project, it will comply with all applicable laws, regulations and statutes, including those relating to anti-bribery and modern slavery

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Dr. (Mrs.) Mohammad Haris Siddiqui  
Dentist, B. Ward

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Non-compliance with this clause by a Party shall not be sufficient justification for another Party to not comply with its obligations under this Agreement.

10. The Collaborator shall maintain all proper insurance or equivalent indemnity arrangements to cover liabilities arising from its participation in the Project, in respect of any claims brought by or on behalf of any person who consents (where consent is necessary) and is enrolled to take part in the Project (a "Participant"). The Collaborator shall indemnify the Lead, against any reasonable claims, proceedings and related costs, expenses, losses, damages and demands to the extent they arise or result from the negligent acts or omissions of the Collaborator, or its Agents, in its performance of this Agreement or in connection with the Project and against any liability incurred by it howsoever arising from the breach by the Collaborator of Clause 2.

11. Subject to clause 10, the maximum liability of a Party under this Agreement shall not exceed the value of the grant and shall not, in any case extend to indirect or consequential losses. Nothing in this Agreement limits or excludes any Party's liability for (a) death or personal injury resulting from negligence; or (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

12. This Agreement shall be regarded as though it were a complementary agreement to the Head Terms. Nothing contained in this Agreement shall be so construed or interpreted in any way as to diminish or alter the rights of the Funder as set out in the Head Terms which shall take precedence.

13. Either Party may terminate this Agreement upon written notice on the occurrence of any of the following events: (i) the other Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or (ii) the other Party is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or (iii) the other Party is in material breach of any of its obligations hereunder and such breach is capable of remedy but the other Party remains in breach on the expiry of twenty eight calendar days after receipt by it of written notice specifying the breach and the action reasonably required to remedy the same. The Lead may terminate this Agreement upon written notice in the event that the Head Terms are terminated.

14. Neither Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party(s).


15. Neither Party will assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, denied or delayed.

16. This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English Courts.

17. This Agreement and its Schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by either Party have been relied upon by the other in entering into this Agreement.

18. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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Dr. (Mrs.) Mohanlata Haris Siddiqui  
Professor & Head  
Department of Bioengineering  
INTEGRAL UNIVERSITY  
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IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of The Chancellor  
Masters and Scholars of the University  
of Oxford



Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

*Philip S. Le...*

Dr Philip Lecane

Research Contracts Manager

Corporate Partnerships)

Research Services, Medical Sciences

University of Oxford

12th Feb 2020

for and on behalf of Integral University  
Lucknow.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

*Prof. (Dr.) Irfan Ali Khan*

Prof. (Dr.) Irfan Ali Khan

Registrar

07/02/2020

REGISTRAR  
INTEGRAL UNIVERSITY  
LUCKNOW

*Dr. (Er.) Mohammad Haris Siddiqui*

Dr. (Er.) Mohammad Haris Siddiqui

Professor & Head

Department of Bioengineering

Faculty of Engineering

Integral University, Lucknow.

Sworn and Verified  
Before me

*13.12.2022*  
R.C. VERMA

Adv. & NOTARY  
LUCKNOW U.P.  
F agri 31/84/2000

*Know and identify the deponent  
who has signed/but his TI before me.*