

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Indian Centre for Social Transformation  
Bengaluru- Karnataka**

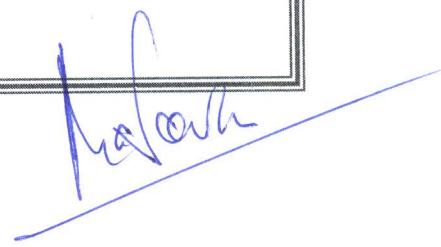
**AND**

**CSIR's Ayurgenomics Unit-TRISUTRA  
IGIB, DELHI**

**REGARDING**

**COLLABORATIVE RESEARCH**

**October 2012**



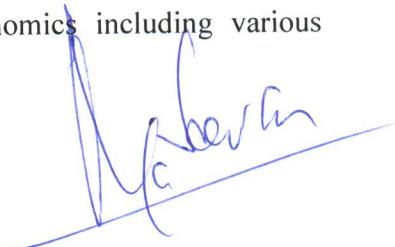
**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
INDIAN CENTRE FOR SOCIAL TRANSFORMATION,  
BENGALURU  
AND  
CSIR -TRISUTRA, DELHI  
FOR  
COLLABORATIVE RESEARCH**

**Indian Centre for Social Transformation** will be hereinafter referred to as **Indian CST** and the CSIR's Ayurgenomics unit TRISUTRA at Institute of Genomics and Integrative Biology, Delhi, a unit of Council of Scientific and Industrial Research as **CSIR-TRISUTRA**.

This **MOU** sets down the mutually agreed broad framework for joint research and academic activities in various fields of interest. It also incorporates the modalities for collaboration.

1. PREAMBLE:

- 1.1 Indian CST is a registered public charitable trust and is forum for citizens' collective actions to implement sub clause (j) of Article 51 A of Constitution of India. The goal of Indian CST is to promote a number of projects that will deliver cost effective computing, best practices, knowledge management systems and critical applications at affordable costs to masses across India through one stop portal. Indian CST has a high quality data centre located at ITI Data Centre, Bangalore. Indian CST is already involved in the project management of various government agencies like Central Vigilance Commission (CVC), National Productivity Council (NPC) etc.
- 1.2 CSIR-IGIB is one of the premier research laboratories of the CSIR, with an extensive array of sophisticated equipment and highly qualified staff, carrying out advanced research in biochemical technology and genomics including various



aspects of molecular medicine. Scientists at CSIR- IGIB have been pursuing research integrating Ayurveda with Modern Genomics and have established a new field of research called Ayurgenomics. This has led to the set up of a new unit CSIR-TRISUTRA dedicated for the research in the field of Ayurgenomics. This unit would aim to develop affordable health care solutions based on traditional knowledge of Ayurveda and modern genomic knowledge and medicine. This interdisciplinary networked unit would enable cross talk between Ayurveda, modern medicine and genomic science.

1.2.1 The Indian CST and CSIR-TRISUTRA have come together in a spirit of mutual interest to synergize their individual strengths in the field of database development and project management./ monitoring and analysis. It is therefore felt that initiating collaborative programmes would be of considerable mutual benefit.

2. PURPOSE:

Indian CST and CSIR-TRISUTRA desire to implement, in the areas of mutual interest, cooperative and collaborative activities, which would address multidisciplinary scientific, technological and educational problems of relevance to the country. This is facilitated by the instrument of this **MOU** as follows:

ARTICLE - 1

Consistent with the goals and purpose of the collaboration, Indian CST and CSIR-TRISUTRA propose to initiate joint multidisciplinary research and development, to begin with in the area given below:

1. Collection/integration of data bases from existing sources
2. Survey and collect fresh data
3. Validation of data
4. Analysis of data from the modern genomic knowledge and medicine
5. Integration of CSIR Software tools for research and Development
6. Creation of GIS based data modeling of Ayurvedic raw materials availability
7. Overall administration of the project online through a portal



8. Setting up, customizing and operating GPMS for the project
9. Report generation for automatic statistical analysis
10. Setting up & operating call centre to provide field support
11. Data backup and recovery
12. GPMS website setup, customization and maintenance
13. Various Databases Integration into GPMS
14. Providing end-to-end solution for the survey system
15. The mobile survey software
16. Backend software for mobile data processing, field database update
17. Mobile system tech support
18. Data backup & recovery for mobile data
19. Use of cloud computing to analyze next gen sequence data
20. Using Crowd sourcing/outsourcing as a tool for any of the above mentioned activities and any other activity/ies as permitted in the charter of Indian CST.

Other projects would be taken up to include other areas as mutually agreed upon involving faculty, research scholars and students from different departments/ divisions of both the collaborators.

#### ARTICLE - 2

- a) The faculty and staff of Indian CST and CSIR-TRISUTRA will hold regular meetings on problems of mutual interest.
- b) The faculty and research scholars of Indian CST and CSIR-TRISUTRA will have access to the facilities of both Institutes, subject to their respective rules and regulations.
- c) The faculty and staff of Indian CST and CSIR-TRISUTRA will jointly apply to the funding agencies for financial support for the collaborative research and academic programmes undertaken under this MoU.
- d) The faculty and staff will jointly report progress and accomplishment annually.

#### ARTICLE - 3

A handwritten signature in blue ink, likely belonging to a representative of Indian CST, is placed here.

Provision is hereby made for:

- a) The exchange of Faculty, research scholars, staff and students between the two organizations.
- b) The joint organization of Symposia, Seminars, Workshops and Lectures; and mutual sharing of data on collaborative projects.
- c) No formal day-to-day permission will be necessary for the faculty, research scholars, staff and students of the two institutes to work in the laboratories of other institute in connection with the research work/ projects approved jointly by the heads of the respective departments of Indian CST and CSIR-TRISUTRA.

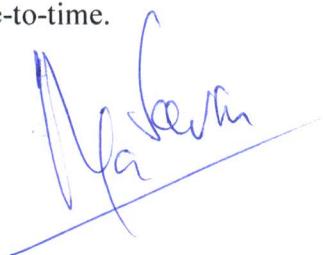
#### ARTICLE - 4

#### INTELLECTUAL PROPERTY:

- a) Important research findings arising out of the activities covered under this **MOU** may be published in/presented at national and international Journals/Conferences jointly with the mutual consent of collaborators.
- b) Knowledge developed, which can result in commercial exploitation would be IPR protected and filed jointly by both the institutes. The expenses involved in protecting the IPR shall be shared equally. However, if one of the institute decides not to share the expenses for protecting IPR, then it should assign its rights to the other institute to enable the other institute to file for IPR protection
- c) Neither party shall reveal intellectual property (like primary data) belonging to the other to any third party without the prior written concurrence of the other party.
- d) Any returns arising of commercialization of the Intellectual Property generated out of the programmes undertaken under this MoU, will be shared in proportion to be decided mutually by both the parties, on case-to-case basis and through exchange of letters.
- e) Both parties shall abide by the Government Rules as applicable time-to-time.

#### ARTICLE - 5

#### NON-EXCLUSIVITY OF THE MOU

A handwritten signature in blue ink, appearing to read 'M. A. Senthil', is placed here.

Notwithstanding anything contained in the provisions excepting Article - 4 of the **MOU**, either party or both parties together have the unrestricted right to seek additional funds for and/or to cooperate with any agency/institute for any of the projects covered by the **MOU**.

#### ARTICLE - 6

Any article of the **MOU** may be modified or changed by mutual agreement of the parties hereto in writing. The modifications/changes shall be effective from the date on which they are modified/extended unless otherwise agreed to.

#### ARTICLE - 7

All disagreements/differences of opinion/disputes regarding the interpretation of the provisions of this **MOU** shall be resolved by mutual consultation by the signatories. However, in case the dispute persists, the matter shall be referred to and finally resolved by arbitration to be conducted by the sole arbitrator to be nominated by DG/CSIR such that the nominated arbitrator is mutually acceptable to both parties. The award of the arbitrator shall be final and binding on the parties. The arbitration proceedings will be conducted in accordance with the Indian Arbitration & Conciliation Act, 1996. The place of arbitration shall be New Delhi. This MoU shall be governed by and construed in accordance with Indian laws.

#### ARTICLE -8

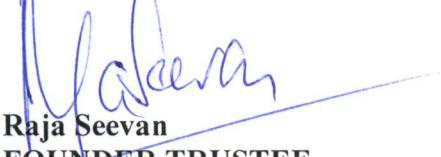
#### GOVERNING LAW:

All research activities undertaken jointly by ICST and CSIR-TRISUTRA under this **MOU** will be governed by the Laws of the Republic of India.

#### ARTICLE -9

The tenure of the **MOU** shall be for five years from the date of signing the **MOU**. Unless opted otherwise by either of the signatory parties to this **MOU**, the tenure shall be renewed automatically for another three years from the date of expiry of the first tenure.

In witness whereof the undersigned, duly authorized thereto, have signed this **MOU** on this day, 26<sup>th</sup> October 2012.

  
Raja Seevan  
FOUNDER TRUSTEE  
Indian CST  
Address:  
#13/A, Shrungar Shopping Complex  
80 Feet Road, M.G.Road  
Bengaluru-560001

Attn.

Witnesses: (Name & Address)

1.   
R. KARTHIKEYAN  
Indian C. S. T, Bangalore

2. \_\_\_\_\_

Date: \_\_\_\_\_

  
डॉ. ज्योति यादव/Dr. JYOTI YADAV  
वैज्ञानिक एवं प्रमुख पी० एम० ई०  
Scientist & Head P. M. E.  
जीनोमिकी और समवेत जीवविज्ञान संस्थान  
Institute of Genomics & Integrative Biology  
मातृ रोड, दिल्ली-110007/Mall Road, Delhi-110007

Address:  
CSIR-Institute of Genomics  
& Integrative Biology  
Near Jubilee Hall Mall Road  
Delhi-110007

Attn. Dr. Mitali Mukerji/Dr. Debasis  
Dash

Witnesses: (Name & Address)

1.   
GIRIJA N. NAIR  
SENIOR PRINCIPAL  
SCIENTIST

2.   
(Raveen Kalyan)  
STO, IITB.

Date : 19/11/12