

**MEMORANDUM OF UNDERSTANDING BETWEEN
EMORY UNIVERSITY
AND
UNIVERSITY OF CALCUTTA**

This Memorandum of Understanding ("MOU") is entered into between Emory University, through its School of Medicine on behalf of its Department of Human Genetics, a Georgia non-profit corporation with offices at 100 Woodruff Circle N.E., Atlanta, GA 30322 ("Emory"), and University of Calcutta, 86 College Street, College Square, Kolkata. West Bengal, India. Pincode: 700073.

The purpose of the MOU is to promote academic linkages between University of Calcutta and Emory University by promoting ongoing mutual cooperation in educational and research activities; establishing a framework for programs of exchange and collaboration in areas of interest and benefit to both parties and enhancing the understanding of the economic, cultural and social issues and environment of the respective institutions.

Within fields that are mutually acceptable and subject to available funds, the following general forms of cooperation will be pursued:

- Collaborative research: Joint research efforts will begin in the area of human genetics and genomics and may extend to other disciplines.
- b. Exchange of materials and information: Sharing data, expertise and materials are at the core of this endeavor.
Faculty and student mobility: Exchange of, and assistance to, visiting faculty members, research scholars and undergraduate / graduate students.
- d. Graduate program cooperation: Co-supervision of graduate students. This formal agreement will increase the ability to identify mentors committed to enhancing training and experiences of graduate students.

The implementation of each part will be addressed in a subsequent agreements as and where needed ("Program Agreement").

INTELLECTUAL PROPERTY

Each party will retain ownership of any proprietary materials that it had invented, created, developed, or otherwise generated or acquired before commencement of the relationship governed by this MOU ("Pre-existing Materials"). No license or other permission to use any Pre-existing Materials is granted or implied by this MOU or any activities conducted hereunder, even if Pre-existing Materials are incorporated into or used in connection with any activities or projects conducted pursuant to this MOU.

The parties acknowledge that proprietary materials may be invented, created, developed, or otherwise generated or acquired in connection with the relationship and activities contemplated by this MOU. The parties agree that ownership of any such proprietary materials shall be governed and determined by applicable law. To the extent that applicable law would grant sole ownership of any such proprietary materials to a party to this agreement or to any individual employee or other representative of a party, all such rights are expressly reserved, and this MOU and any activities conducted hereunder shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any other party. To the extent that

applicable law would grant joint ownership of any such proprietary materials to two or more parties to this agreement or any of their individual employees or representatives, all such rights are expressly reserved, and this MOU and any activities conducted hereunder shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any party that is not a joint owner and shall not waive or alter the rights of any joint owner.

3. The parties acknowledge that the activities of any other individual employees or other representatives shall be subject to the intellectual property policies of their respective institutions.
4. Proprietary materials may include but are not limited to inventions, trade secrets, techniques, research, data, data compilations, or copyrightable expression.
5. Any manuscripts or other potential publications or distributions resulting from joint research carried out in the framework of the MOU must be reviewed and approved by Emory University and the University of Calcutta before they are submitted to an outside party.
6. Projects of co-edited works or any other project will be addressed in agreements which specify the obligations and the rights of the parties.

GENERAL

1. The MOU shall be referenced in any Program Agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party.
2. The parties agree that they shall refrain from disclosing any student's educational records except with the student's consent or as permitted under the Family Educational Rights and Privacy Act and all regulations thereunder.
3. This MOU is non-binding; rather, it is meant to describe the nature and cooperative intentions of the parties and to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either party, nor may any constraints be imposed by either upon the other.
4. The MOU shall have a term of five years from the date of execution and may be terminated by either party at any time and for any reason by serving written notice to the other party at least sixty days prior to the termination. The ongoing activities covered by the Program Agreement will terminate according to the Program Agreement. It is understood that this MOU may be subject from time to time to revision or modification by mutual agreement.
5. Each party agrees not to discriminate in administering this MOU and the programs provided for hereby on the basis of race, sex, age, national origin, color, religion, disability, or sexual orientation.
6. The parties represent, warrant, and agree that they have not taken, and will not take, any action related to or arising out of this Agreement, which in any way violates, or aids or abets any violation of, the United Kingdom Bribery Act, the United States Foreign Corrupt Practices Act, or the applicable anti-corruption laws of any country. Specifically, and not in limitation of the foregoing, the parties represent, warrant, and agree that they have not, and will not, in connection with this Agreement, directly or indirectly request, give, offer or promise to give, or authorize another party to give any money or anything of value to any person (whether or not such person is a government official) for the purpose of inducing such person to improperly take or improperly omit to take any action in order to secure a business advantage.

7. Neither party may use any identifying marks of the other without the express written permission of the other party.
8. Nothing herein shall be construed to create an agency relationship between the parties. The parties are independent contractors and no legal relationship is intended by this Agreement.
9. Activities at Emory will be governed and interpreted by the laws of the State of Georgia, U.S.A., while activities at Calcutta will be governed and interpreted by the laws of India.
10. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The MOU is the sole agreement between the parties concerning the subject matter hereof and shall not be altered or amended except in writing duly executed by all parties.
11. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.

[Signatures on the Following Page.]

IN WITNESS WHEREOF, the undersigned hereby execute this MOU as of the dates written below.

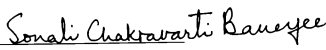
EMORY UNIVERSITY

By: 

Name: **Prof. Stephanie Sherman.**
Professor
Department of Human Genetics
Emory University School of Medicine.
Atlanta, USA.

Date: Date: 13th February, 2020

UNIVERSITY OF CALCUTTA

By: 

Name: **Prof. Sonali Chakravarti Banerjee**
Vice Chancellor.
University of Calcutta, Kolkata.
WB, India

Date: 13th February, 2020