



लखनऊ विश्वविद्यालय
University of Lucknow
(Accredited A++ by NAAC)



Memorandum of Understanding
between
University of Lucknow, Lucknow, Uttar Pradesh
and
Lifeactivus Private Limited, Hyderabad

This MoU made on this Seventeenth Day of February, Two Thousand Twenty-Four i.e. 17/02/2024 between **Lifeactivus Private Limited, a company incorporated in India** (with CIN U24233TG2019PTC134854) having its registered office at Plot no 110, Prestige Park. Pochampally, Kompally Medchal, Hyderabad-500100 and its sister firm located at M 492, Sector M, LDA Colony, Aashiana, Lucknow, Lucknow-226012, INDIA (hereinafter referred to as LIPL which expression shall where the context so admits, include its successors and permitted assigns) of the one part.

And

The **University of Lucknow, Lucknow 226007, INDIA, Uttar Pradesh, India** (hereinafter called LU which expression shall where the context so admits, include its successors and permitted assigns) of the other part.

Each LIPL and LU here under are also referred to separately as the (“Party”), or together as the (“Parties”)

PREAMBLE: The National Education Policy 2020 has clearly advocated the need for a close linkage between the Universities and industries regarding research and academic activities. In compliance with this idea, LU and LIPL, have decided to sign a Memorandum of Understanding (MoU) as per the following terms and conditions:

1.0 Scope of the MoU

This MoU will continue for a period of seven (7) years from the effective date unless terminated earlier by Disclosing Party by giving written notice to the Receiving Party of its intent to terminate this Agreement. Notwithstanding any termination hereof, all the



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rights and obligations of the Parties set forth herein will continue for a period of ten (10) years following any termination or expiration of this Agreement.

I. Industry Academic and Developmental Programmes:

- i. LU will recognize the LIPL as a research center of excellence and will provide laboratory space for LIPL research and techno-commercial business activities with the mutually agreed terms and conditions set by the LIPL and LU from time to time. Such research training /techno-commercial activities of LIPL will be obligations on LIPL for any financial, administrative or any other related issues on the part of both (LIPL and LU) the institutions.
- ii. LIPL will provide chemicals/glassware/instruments for the research and techno-commercial business projects of LIPL
- iii. The LIPL will upgrade the laboratory equipments if required. Those additional equipments procured by LIPL and belong to LIPL in future.

II. Joint PhD Program

- i. Research/Project students working at LIPL shall be eligible to apply for Ph.D. programs of LU as per Ph.D. ordinance of LU.
- ii. The candidate of LIPL shall have to fulfill all the conditions laid down in the ordinance for Ph.D. of LU, including course work, research work and publications as applicable to any other candidate.
- iii. In case of any change in the provisions of ordinance of Ph.D., the same shall be applicable to the candidates registered for Ph.D. at LU and working at LIPL.
- iv. The staff of LIPL may join the part time Ph.D. as per the Ph.D. ordinance of LU. They will have to participate in the admission procedure as decided by LU.
- v. The candidates of LIPL shall work in the laboratory of LIPL and LU, as desired mutually by the supervisors.



III. Internship and Dissertation Programme

- i. Internship and dissertation programme for students shall be explored and conducted at LIPL in areas of mutual interest on mutually acceptable terms and conditions.
- ii. LU and LIPL will work closely to generate appropriately trained manpower in the related areas by organizing formal academic curricula, symposia, short-term training courses, and undergraduate students can visit each other's institute on mutual consent.

IV. Scientist/Faculty Exchange Programs

- i. Exploration and implementation of faculty exchange programs will be pursued to ensure mutual benefits for both parties in accordance with the respective institute's rules and regulations.
- ii. Scientist and faculties of both the institutions can visit each other's institute on mutual consultation without any financial obligation on each other.
- iii. Faculty members of LU may be inducted into the advisory committee of LIPS

V. Sharing of Instrumentation Facility

Scientists, Faculties, research and project staff, students, and trainees from both entities shall have access to each other's instrumentation and laboratory facilities in accordance with the prevailing guidelines and procedures of their respective organizations.

VI. Submission of Joint projects

Project proposals may be jointly submitted to funding agencies for extramural funding for carrying out further studies of selected projects.

2.0 General Provisions



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- i. The progress of implementation of the program shall be reviewed by LU and LIPL as mutually decided and the benefits of the collaboration shall be shared mutually.
- ii. The parties shall consult each other for any publication in respect of research work. These publications (papers, reports etc.) shall be in the names of actual research workers wherein it will be duly acknowledged that the work has been carried out under the collaborative research program of LIPL and LU. As a part of collaboration, the outcomes of the research under this MoU shall develop joint publication.
- iii. The Vice Chancellor, LU, Lucknow and Chairman and Managing Director, LIPL, through periodic meetings, will monitor the progress of this MoU. Any change/Modification/termination as introduced/suggested by the Review Committee (Comprising of the Vice-Chancellor, LU, and Chairman and Managing Director, LIPL and other members as may be mutually decided by them) shall be acceptable to both institutions.
- iv. Publications and IPR coming out from this MoU will be owned by LIPL and no publication/IPR will be filed by LU without the consent of the LIPL. The product techno-commercial activities will be done by LIPL. The LIPL will pay 4 % royalty to LU on the profit generated from techno-commercial activities of LIPL.
- v. In case research is carried out solely and separately by a Party or the research results are obtained through the sole and separate effort of a Party, the Party concerned alone will apply for grant of IPR and once granted the IPR will be solely owned by the concerned Party.
- vi. If either of the "Parties" does not intend to file/pursue an application for an IPR in any jurisdiction, then they shall permit the other "Party" to obtain the IPR and shall execute the necessary documents as and when required. However, the IPR shall continue to remain in the names of both the "Parties". Further, if one of the institutes decides not to share the expenses for protecting IPR, then in that case it shall assign its rights to the other institute to enable it to file for IPR protection.



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- vii. The annual maintenance of the facilities including all the instruments shall be the responsibility of each Party without any financial liability on each other.
- viii. Nothing contained herein shall constitute this a partnership or joint venture agreement or constitute either party as the partner, principal or agent of the other, this being a MoU between independent contracting entities.
- ix. No amendment or modification of this MoU shall be valid unless the same is made in writing by all the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications shall be effective from the date on which they are made, unless otherwise agreed to.
- x. Both Parties shall do their utmost to ensure the smooth and efficient implementation of the program.
- xi. The Parties will use their best efforts to settle all matters in dispute amicably. All disputes and differences of any kind related to this MoU shall be jointly settled between Managing Director, LIPL and Vice Chancellor, LU

For the
University of Lucknow, Lucknow

For the
Lifeactivus Private Limited

Amrit K

Seal



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7 M S Chauhan

Dated: February 17, 2024

Witness signature

Roageti Kushwaha
(Dr. Roageti Kushwaha)

Dated February 17, 2024

Witness signature