

MEMORANDUM OF UNDERSTANDING
BETWEEN
AMITY UNIVERSITY, MAHARASHTRA, INDIA
AND

ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA, USA

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into force on the date of the last authorized signature below (the "Effective Date") between **AMITY UNIVERSITY MAHARASHTRA ("AUM")** situated at Mumbai-Pune Expressway, Panvel, Mumbai, 410206, India, represented by the Vice Chancellor; AND **ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA ("UNIVERSITY")**, situated at 888 N. Euclid Ave., Rm 515, Tucson, Arizona 85719-4824, USA, represented by the Director, Office of Research Contracts; individually, a "Party" and collectively, the "Parties."

Preamble:

WHEREAS, AUM is involved in conducting basic and applied research having impact on human health and cutting edge translational research in diversified fields.

Specific goals of AUM in the following areas are:

- **Bioprospecting:** Developing in-house microbial consortium through exploring natural resources such as microbes, bacteria, plants, and marine organisms from rare ecosystems for New Chemical Entities (NCES).
- **Bioactivity:** Screening extracts and purified compounds from selected resources for antimicrobial activities, however not limited to such individual screenings.
- **Medicinal Chemistry:** Purification, characterization, and elucidation of the structure and novelty of the active compounds, to study the metabolites profile of natural extract libraries for dereplication and to synthesize their derivatives.
- **Proteomics and Genomics:** Exploration of microbial genomes and proteomic analysis to determine the taxonomic diversity by molecular analysis of their genomes.
- **Astrobiology** - with special reference to research on life - Plant and cellular activity in space.
- **Plant Biotechnology.**
- **Molecular data science & System Biology.**

AUM has the expertise and facilities, including the sophisticated Common Instrumentation Facility ("CIF") and fully functional animal house that facilitates advanced stages of research in applied and medical science.

WHEREAS, the UNIVERSITY, specifically through Dr. Sadhana Ravishankar's laboratory in the School of Animal and Comparative Biomedical Sciences, focuses on researching practical solutions towards a significant reduction in human foodborne illnesses by improving food safety. Emphasis is on the use of natural products and processes for the food industry in order to provide safe and wholesome foods for the consumer, including microbiology testing services, molecular and biochemical testing, shelf-life testing, product evaluation and process validation. The two major research areas are - understanding the survival of foodborne pathogens in production environments; and controlling them using natural ways.

NOW THEREFORE, in consideration of the mutual covenants set forth above and other good and valuable consideration, AUM and UNIVERSITY hereby enter into this MOU to develop and expand a framework of cooperation to develop mutually beneficial programs, projects and activities (the "Cooperation").

Scope:

Both Parties agree to develop Cooperation activities in furtherance of this MOU. The two Parties, after considering their objectives and strengths, have agreed to cooperate in the following areas of mutual interest:

- Astrobiology research with relevance to natural products, plant & cell biology, plant biotechnology, drug discovery, etc.
- Prepare and submit collaborative proposals of mutual interest for funding.
- Technical consultancy activities in areas mutual interest.
- Mutual access to the other Party's instrumentation and testing facilities. Each Party is responsible for the cost of using the other Party's instrumentation and testing facilities.
- Organizing and participating in Joint Symposia / Conferences / Workshops/ Short-term Refresher courses conducted by both Parties.
- Exchange faculty for guest lectures and other research related activities.

Financial Support

It is understood that each Party shall be fiscally responsible for its own activities under this MOU. The pursuit of any of the Cooperation listed above shall depend upon the availability of resources and financial support of each Party.

Separate Agreements

This MOU is neither a fiscal nor a funds obligation document. Any endeavour or transfer of anything of value involving reimbursement or contribution of funds between the Parties to this MOU will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by authorized representatives of each Party. This MOU does not provide such authority.

Intellectual Property

No rights to any intellectual property owned or developed by either Party are transferred to the other Party under this MOU.

Participation in Similar Activities

This MOU in no way restricts University or AUM from participating in similar activities with other public or private agencies, organizations, and individuals.

Duration

This MOU shall be valid for a period of three (3) years from the Effective Date, unless terminated by either Party in accordance with the Termination provision of this MOU. This MOU may be renewed for additional periods as may be mutually agreed upon in writing by both Parties.

Termination

This MOU may be terminated by either Party by giving three (3) months' notice in writing to the other Party. Either of the Parties shall honour, within a mutually agreed period, the outstanding commitments, if any, as on the date of termination. This MOU may be terminated by UNIVERSITY for lack of funding appropriated by the State of Arizona legislature. This MOU is also subject to cancelation for conflicts of interest on the part of

individuals negotiating agreements on behalf of the State of Arizona, in accordance with A.R.S. § 38-511.

Notices

All notices and other communications required to be served on AUM under the terms of this MOU, shall be considered to be duly served, if the same is delivered to AUM at its Office of the Vice-Chancellor, Amity University Maharashtra, Mumbai-410206 or sent by e-mail to provc@mum.amity.edu. Similarly, any notice to be given to the UNIVERSITY shall be considered as duly served, if the same is delivered to the UNIVERSITY OF ARIZONA, Office of Research Contracts, 888 N. Euclid Ave., Rm. 515, Tucson, AZ 85719-4824, USA or sent by e-mail to contracting@email.arizona.edu.

Arbitration

In the event of a dispute or difference between the Parties hereto, such differences will be resolved amicably by mutual consultation.

Modification

No modification to this MOU shall be binding unless made in writing and signed by both Parties.

Compliance

Each party agrees to be bound by their applicable rules governing equal employment opportunity, non-discrimination, and immigration.

Force Majeure

Any of the Parties hereto shall not be released from its obligations for any reason except for force majeure such as war, strike, fire, pandemic/endemic, acts of God or other causes beyond control of a Party or the Parties.



Disclaimer of Warranties and Limitation of Liability

NEITHER PARTY MAKES WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, REGARDING THE ACTIVITIES PURSUANT TO THIS MOU.

Public Statements; Use of Names and Logos

Neither Party is permitted to use the names, logos or other identifiers associated with the other Party without such Party's express prior written consent in each instance. Except as required by law, neither Party will issue any press release or other public statements in connection with this MOU without the other Party's prior written consent.

IN WITNESS WHEREOF, the Parties hereto have signed this, the Memorandum of Understanding the date of the last signature below.

<u>For and on behalf of</u> Amity University Maharashtra (AUM), India	<u>For and on behalf of</u> Arizona Board of Regents on behalf of the University of Arizona
	
Name: Dr. A. W. Santhosh Kumar	Name: Dr. Betsy Cantwell
Title: Pro Vice Chancellor	Title: Sr. VP for Research and Innovation
Date: 27 th October, 2021	Date: 27 th October, 2021