

# MEMORANDUM OF AGREEMENT

Between

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and

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This Memorandum of Agreement (MoA) entered into on the \_\_\_\_\_ day of this month of \_\_\_\_\_ in the year .

Between

Anna University, having its official address at \_\_\_\_\_, (hereinafter referred to as “Anna University”, represented by \_\_\_\_\_, which expression shall include its representatives, successors and assignees of the OTHER PART.

And

----- having its head office at ----- India (hereinafter called ----- ), ‘represented by ----- which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

Anna University and ----- herein be referred to independently as ‘Party’, and collectively referred to as ‘Parties’.

----- act as Principal Investigator (PI), and ----- and ----- as Principal Co-Investigators (Co-PI) for the proposed collaborative joint project.

The PI recognize the benefits to be derived from the joint collaboration and interaction for the future promotion and understanding in the field of -----

This Agreement shall be the sole instrument of the terms and conditions agreed to among the Investigators. PI's hereby bind themselves to undertake a Memorandum of Agreement for the purpose of Collaborative Project under the following conditions:

**1) Objectives of the MoA**

The MoA defines the areas of academic research in which the Parties desire to work together in the Joint Project for their mutual benefit to develop a collaborative research between the Parties in the field of ----- with a view to benefiting from each other's initiatives and working procedures and to support cooperation with both Parties. Working procedures must be documented.

**2) Patents**

MoA provides mutual access to facilities for the Joint research project. Both parties may be allowed to use collaboration results for publications, and other research purposes. However, if any patent is filed as the outcome of this joint research, it should be routed through Anna University.

**3) Responsibility of Anna University**

Funds received for the project as per this MoA will be allocated only to the PI who shall be from the University Departments of Anna University, Chennai.

The Instruments and Equipment's quoted in the project will be installed in the Institution of PI i.e. University Departments of Anna University, Chennai.

**4) Disagreements**

Any dispute arising about any aspect of the MoA shall be settled through mutual consultation and agreement, by the PI's to this MoA. In case a settlement is not arrived at, the dispute/s will come under the purview of the Arbitration and Conciliation Act, 1996 of India and the area of jurisdiction will be Chennai.

**5) Arbitration**

In the event of any dispute or difference between the Parties hereto, the courts in Chennai alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Chennai as mutually decided at that time for this purpose.

**6) Confidentiality**

Confidentiality disclosure agreement by the investigators shall entered into, if necessary.

**7) Duration**

This MoA shall be effective for the duration of the project period.

**8) Force Majeure**

The Anna University is not liable for any legal obligations to any third parties.

This MoA is prepared as two originals (one for ----- and one for "Anna University" and comes into force on the day written in the doc and when both Parties have signed it.

**Anna University**

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Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

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

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

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

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**Witness**

Signature \_\_\_\_\_

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

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