

To,  
The Assistant Registrar  
IOAC team  
Sonu.

Dt : 16/9/2021.

Sub: Submission of MoU: University of Malaya, Malaysia.

Dear Sir,

This is for your kind information that I am submitting a copy of MoU with University of Malaya, Malaysia under the TOMA Pai Grant (Major-2020-21) for the study on the aspects related with LTBI among the ethnic races of Sikkim, India: an alter study (focusing on the contact group).

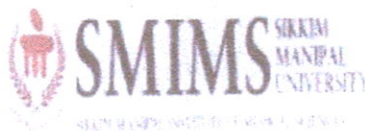
Thanking You.

Yours Sincerely



Dr. Karma G. Dolma  
(PI)

**Dr. Karma G. Dolma, PhD**  
Associate Professor  
Microbiology Department  
SMIMS



## MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is made on ..... by and between **Sikkim Manipal University**, acting through Department of Microbiology, Sikkim Manipal Institute of Medical Sciences, Sikkim, India, herein referred to as the "**SMU/ SMIMS**" (which expression unless included by or repugnant to the subject shall mean and include its successor-in-office and assigns) of the ONE PART

### AND

**Universiti Malaya**, a university established under the laws of Malaysia and having an address at Lembah Pantai, 50603 Kuala Lumpur, Malaysia, hereinafter referred to as "**UM**" (which expression shall where the context so admits include its successor and permitted assigns) of the OTHER PART; whereas SMU decided to support a project submitted by Department of Microbiology, SMIMS for the attainment of the objectives, hereinafter described in Annexure I annexed hereto; This Memorandum of Agreement (MoA) defines the role and responsibility of the participating agencies, monitoring and other matters related to the fulfilling of the objectives.

NOW THE SMIMS, SMU AND UM HERETO AGREE AS FOLLOWS: -

#### 1.0 ROLE OF SIKKIM MANIPAL UNIVERSITY, SIKKIM, INDIA

To provide funds to the extent of 10 Lakhs over a period of two (2) years from the date of sanction of the project, to Department of Microbiology, Sikkim Manipal Institute of Medical Sciences (SMIMS) for undertaking the activity as detailed in the Annexure I including travel and training for Department of Microbiology, SMIMS, Sikkim, India. Details of the funds to be provided are given in Annexure II

#### 2.0 ROLE OF SIKKIM MANIPAL INSTITUTE OF MEDICAL SCIENCES, SIKKIM

- 2.1 To be responsible for accomplishing objectives identified and activities listed.
- 2.2 To provide their contribution of scientific and administrative support for two (2) years from the date of sanction of project.
- 2.3 To prepare and submit all periodical reports and other documents that would be required by SMU.

- 2.4 To submit an annual audited statement of expenditures incurred under the project.
- 2.5 To ensure effective utilization of the grant given by SMU for the purpose of which it was granted and to ensure timely progress of project work.

### **3.0 ROLE OF UNIVERSITI MALAYA (UM)**

- 3.1 To provide their contribution of scientific and administrative support for two (2) years from the date of sanction of project.
- 3.2 To ensure effective utilization of the grant given by SMU for the purpose of which it was granted and to ensure timely progress of project work.
- 3.3 To provide academic collaboration in terms of supervised trainings (if required), expert reviews on papers/projects, exchange student policy (PhD). Enhancing knowledge sharing and research collaboration among academics for a fruitful result.

### **4.0 DURATION OF PROJECT**

Duration of the project shall be two (2) years from the date of sanctioned by SMU.

### **5.0 SELECTION OF STAFF**

No extra staff is required for the project.

### **6.0 RIGHTS OF OWNERSHIP/TECHNOLOGY TRANSFER AND UTILIZATION**

- 6.1 "Background Intellectual Property" means any Intellectual Property owned by the Parties prior to the commencement of this Agreement and which is made available by a party or Parties to carry out the collaboration program or achieve the Intended Project Outcomes.
- 6.2 For the avoidance of doubt all Background Intellectual Property used in connection with the Project shall remain the property of the Party introducing the same. No Party will make any representation or do any act of that Party's Background Intellectual may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other parties except under the terms of this Agreement. Each Party acknowledge and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Agreement. The Parties agree that any improvements or modifications to a Party's Background Intellectual Property arising from the Project which are not severable from that Background Intellectual Property will be deemed to form part of that Party's Background Intellectual Property.
- 6.3 Each Party grants the other a royalty-free, non-exclusive licence for the duration of the Project to use its Background Intellectual Property for the sole purpose of carrying out the Project. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.



- 6.4 Where any Project Intellectual Property is created or generated by two or more Parties jointly and it is impossible to segregate each Party's intellectual contribution to the creation of the Project Intellectual Property, the Project Intellectual Property will be jointly owned by those Parties in equal shares. The owners may take such steps as they may decide from time to time, to register and maintain any protection for that Project Intellectual Property, including filing and prosecuting patent applications for any Project Intellectual Property, and taking any action in respect of any alleged or actual infringement of that Project Intellectual Property. If one or more of the owners does not wish to take any such step or action, the other owner(s) may do so at their expense, and the owner not wishing to take such steps or action will provide, at the expense of the owner making the request, any assistance that is reasonably requested of it.
- 6.5 Each Party shall promptly disclose to the other(s) all Intellectual Property generated by it and each Party shall co-operate where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Project Intellectual Property.
- 6.6 Each Party shall inform the other Parties promptly if it becomes aware of any infringement or potential infringement of the Background IP and/or Project Intellectual Property, and the Parties shall consult with each other to decide the best way to respond to such infringement.
- 6.7 If the Parties agree to jointly commence any infringement proceedings in respect of the Project Intellectual Property, all costs, charges and expenses of or incidental to or consequent upon such proceedings, shall be borne and paid by the Parties in proportion to their Intellectual Property share in the Project Intellectual Property, and all damages or other sums recovered in such proceedings shall also be divided among the Parties in proportion to their Intellectual Property share in the Project Intellectual Property after payment of all expenses in connection with arising out of the proceedings.
- 6.8 If any Party is unwilling to jointly participate in such infringement proceedings, such unwilling Party shall first obtain the consent of the remaining Parties ("Proceeding Parties") in the infringement proceedings, in which the said consent shall not be unreasonably withheld or delayed.
- 6.9 If such consent is given, the Proceeding Parties shall be allowed to use Party's name as co-claimant, and the Proceeding Party may at its own expense in all respects take proceedings and shall be solely entitled to all damages or other sums recovered, and to the full benefit of any judgement, but shall indemnify the other Party for any damages, costs, or penalty as may be awarded against the other Party or against the co-claimant, either jointly or severally.
- 6.10 Each Party is hereby granted an irrevocable, non-transferable, royalty-free right to use all Project Intellectual Property generated in the course of the Project for academic and research purposes.

## 7.0 CONFIDENTIALITY

7.1 "Confidentiality Information" means all information passing from the disclosing Party to the other Party relating to the Project including without limitation:

- (i) Financial information, business plans, reports or findings, investigative studies, consultations, methodologies, proposals, systems, programs, course content, techniques, trade secrets, drawings, know how, source and object code, arrangements and agreements with third parties, formulae, concepts not reduced to material form, designs plans and models whether given orally or in writing;
- (ii) Any derivations of any information or data which embodies, contains or describes the Confidential Information; and
- (iii) Any other data or information designated by the disclosing Party to be confidential or relating to current or prospective activities or business of the disclosing Party.

7.2 Where the data and information of this Project have been designated as Confidential Information by any of the Parties, neither Party shall not inform, announce or disclose to any third party other than its respective authorities, any data and information obtained through the implementation of this Agreement or any result of it, unless written approval is obtained from the other Party.

7.3 Where result of this Project have been designated as Confidential Information by any of the Parties, neither Party will inform, announce or disclose to any third party other than its respective authorities, any result obtained through the implementation of this Agreement, unless written approval is obtained from the other Party.

7.4 Notwithstanding the generality of the foregoing, the receiving Party shall not disclose all or any part of such Confidential Information to any third party or make any use of the same (except for the purpose of performing its obligations under this Agreement) without the prior written consent of the disclosing Party.

7.5 The receiving Party agrees to restrict access to all Confidential Information within its organization to only such information in connection with the receiving Party's obligations or otherwise obligated to keep such information confidential and are instructed to neither use nor disclose such information in a manner other than as permitted herein.

7.6 The obligations of confidentiality contained in this Agreement shall not apply to any Confidential Information which:

- (a) Has been made public by the Disclosing Party or by others with the permission of the Disclosing Party;
- (b) Is independently received from a third party who is free to disclose it,
- (c) Is in the public domain or is a compilation of material in the public domain; or



- (d) Is required to be disclosed by order of court or any applicable government authority or under any applicable law.

7.7 Upon termination of this Agreement, the Receiving Party shall, upon the request of the Disclosing Party, return all Confidential Information (including all copies thereof) to the Disclosing Party or destroy the same on Disclosing Party's instructions, within thirty (30) days after the termination or expiration of the term of this Agreement, whichever is earlier.

7.8 The obligation of confidentiality under this Agreement shall survive the expiry or earlier termination of this Agreement for a period five (5) years.

## 8.0 MONITORING

8.1 The progress of implementation of the project and proper utilization of grant shall be reviewed by the Monitoring Committee set up by Sikkim Manipal University (SMU).

8.2 The periodic progress of physical achievement and utilization of funds, statement of expenditure shall be evaluated by the Monitoring Committee.

8.3 The Sikkim Manipal University (SMU) may terminate the grant at any stage if it is convinced that the grant has not been properly utilized or appropriate progress has not been made. In the event, Sikkim Manipal University (SMU) terminates the grant, Department of Microbiology, Sikkim Manipal Institute of Medical Sciences (SMIMS) shall hand over all documents including technical details and equipment purchased related to the project.

## 9.0 TERM AND TERMINATION

9.1 This Agreement shall, shall be effective on and after the date of its signing by the authorized representatives of both Parties and remain in force for a period of five (5) years., unless sooner terminated in accordance with the provisions of this Clause ("Term"). The Parties hereto may, however, extend the Term of this Agreement for additional periods as desired under mutually agreeable terms and conditions, which the Parties shall reduce to writing and sign.

9.2 This Agreement may be terminated at any time by by serving a written notice to the other Party at least three (3) months before the date of such termination.

9.3 If due to circumstances beyond its control UM is unable to fulfill its obligations under this Agreement, UM shall notify SMU immediately.

9.4 If either Party commits a breach be remedied. If the Party committing the breach does not remedy it within 30 days then the other Party may terminate this Agreement immediately without further notice.

9.5 The Parties agree that any Party may immediately terminate this Agreement by notice in writing to the other Party in the following circumstances:

- (a) The making or filing of any application to liquidate or wind up of a Party (other than for the purpose of reconstruction or amalgamation) under any law or government regulation relating to bankruptcy or insolvency whether by third party or by the Party itself.
- (b) The appointment of a receiver or administrator over all or substantially all of the property of the Party; or
- (c) The making by the Party of assignment or attempted assignment for the benefit of its creditors.

9.6 Any termination of this Agreement pursuant to Clauses 9.4 or 9.5 shall be without prejudice to the rights of the Party terminating to seek and obtain damages for any breach of this Agreement by the other Party.

## 10.0 DISPUTE SETTLEMENT

If there is a dispute between the Parties then:

- (a) The Parties must discuss the dispute initially with a view to settling the dispute amicably;
- (b) If the parties fail to settle the dispute within 14 days of the dispute arising, then
- (c) The Parties must refer the dispute for meditation to a person appointed by agreement between the Parties who has at least two years' experience as a mediator;
- (d) The parties must co-operate to the extent necessary to enable the mediator to mediate the dispute within 30 days of his or her appointment;
- (e) The fees of the mediator shall be paid by the Parties in the proportion determined by the mediator;
- (f) Referral of a dispute for mediation under Clause 10 does not prevent a party from taking proceedings in court in relation to this agreement after the referral and participation under Clauses 10 (b) and (c).

## 11.0 GENERAL

- 11.1 No party shall assign all or any of its rights hereunder without the prior written consent of the other Party.
- 11.2 No Party shall mortgage, pledge, charge, assign by way of security or otherwise encumber any of its rights hereunder without the prior written consent of the other Party.
- 11.3 This Agreement shall be read and construed according to the laws for the time being in force in the Malaysia, and subject to Clause 11 the Parties agree to submit any dispute which may arise in relation to this Agreement to the jurisdiction of the Courts of Malaysia.



- 11.4 This Agreement may not be varied except in writing signed by the Parties.
- 11.5 Should any provision of this Agreement be held by a Court to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation, the validity and enforceability of the remaining provisions shall not be thereby affected.
- 11.6 Any notice under this Agreement shall be served by hand delivery or by being forwarded by A.R. Registered post to the address of the Party shown Annexure III to such other address as may be notified in writing by the Party from time to time and in the case of service by post shall be deemed to have been received within seven (7) days after posting. Such notices may be served by facsimile provided that confirmation is served by hand or post as described in this clause.
- 11.7 No servant or agents of any Party shall by virtue of this Agreement be deemed to be employees of the other Party.
- 11.8 Each Party shall execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as shall be necessary to give effect to this Agreement.
- 11.9 In this Agreement except to the extent that the context otherwise requires:
- (a) words denoting the singular include the plural and vice versa;
  - (b) words denoting individuals or persons include bodies corporate and trusts and vice versa;
  - (c) heading are for convenience only and shall not affect interpretation;
  - (d) reference to any document or agreement includes reference to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
  - (e) words denoting any gender include all gender; and
  - (f) where any word or phrase is given a defined meaning in this Agreement any part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning.
- 11.10 Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it has been unable to overcome by the exercise of due diligence. If any force majeure delays or prevents the performance of the obligations of either Party for a continuous period in excess of ninety (90) days the Party not so affected may give notice to the affected Party to terminate this Agreement specifying the date on which termination will take effect.
- 11.11 Time wherever mentioned in this Agreement shall be of the essence.



11.12 No Party shall use the name of the other Party in any advertising or other promotional material without the written permission of the other Party.

11.13 This Agreement shall be binding upon the Parties and their permitted legal assigns and successors-in-title by operation of law or otherwise.

11.14 This Agreement constitutes the entire agreement between the Parties. Any prior arrangements, agreements, representations or undertakings are hereby superseded.

## **12.0 COUNTERPARTS, EXECUTION**

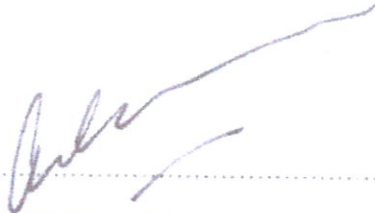
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

IN WITNESS THEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives.

For and on behalf of

**UNIVERSITI MALAYA**



**PROF. DR. APRIL CAMILLA ROSLANI**

Dean, Faculty of Medicine

Date: 9 SEPTEMBER 2024

For and on behalf of

**SIKKIM MANIPAL UNIVERSITY**



**DR. KARMA SONAM SHERPA**

Registrar

**REGISTRAR**  
**SIKKIM MANIPAL UNIVERSITY**  
**5TH MILE TADONG**  
**SIKKIM 737102**

Date: 16 SEPTEMBER 2021





## Annexure I

- To diagnose for Latent Tuberculosis Infection (LTBI) among the contacts of tuberculosis cases (Pulmonary and Extra -Pulmonary Tuberculosis) in Sikkim using Tuberculin Skin Test (TST), Interferon Gamma Release Assay (IGRA) and RT-PCR.
- To further, evaluate for factors associated with the high-risk groups of tuberculosis patients.
- To identify the co-morbidities associated with LTBI in these cases

**Project Duration:** The duration of the project is two (2) years from the date of issue of sanction order.

**Annexure-II**

**BUDGET:** Consolidated Budget (Rupees Lakhs)

**Budget requirements (with detailed break-up and full justification):**

S.No.	Item	1 <sup>st</sup> Year	Total
1.	ELISA Reader	250000	250000

S.No.	Item	1 <sup>st</sup> Year	Total
1.	IGRA Kits	250000	250000
2.	RT-PCR Kits	300000	300000
3.	HBA1C, AntiCCP test, Nutritional Assessment, tuberculin syringe, etc.	100000	100000
4.	Travel, conference, Publications	100000	100000
	Total	700000	700000