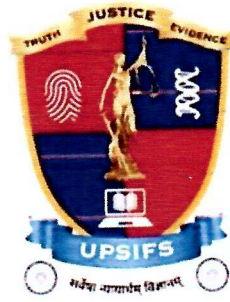


Memorandum of Understanding (MoU)



UTTAR PRADESH STATE INSTITUTE OF FORENSIC SCIENCE (UPSIFS), LUCKNOW

Piparsand, Sarojini Nagar, Lucknow-226 008



FXB INDIA SURAKSHA

Kalkaji, New Delhi-110019

On

9th MAY, 2024

MEMORANDUM OF UNDERSTANDING

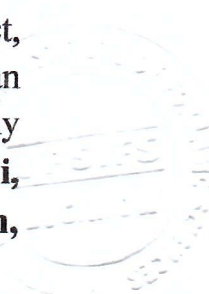
PREAMBLE

Uttar Pradesh State Institute of Forensic Science (UPSIFS), Lucknow has been established in 2022 by the Government of Uttar Pradesh vide UP State Institute of Forensic Science, Lucknow Regulations and Bylaws-2022 and registered under the Society Act, 1860 (Registration Number: LUC/07717/2021-2022 Dated 28.09.2021). UPSIFS, Lucknow is mandated to offer courses at Graduation and Post-graduation levels in Forensic Science, Cybersecurity, various Emerging Technologies, Legal studies and Research Activities involved therein. The institute is further aimed to provide quality education and training to various professionals such as Judicial Officers, Prosecutors, Police Officers, Forensic Experts, Public Spirited Identities, Mass Media etc. It is setting standards of pedagogy and laboratory procedures by adopting global protocols and high-ended instrumentation.

FXB India Suraksha (FXBIS), Kalkaji, New Delhi.

FXB India Suraksha (FXBIS) is an Indian non-governmental, non-profit organization providing development assistance to marginalized children, women, and communities in rural and urban India. FXBIS follows an '*integrated development*' approach model, wherein it designs programmes on livelihood, health and education for the community as a whole, so that the vulnerable, especially women and children are provided a safe, healthy and sustainable environment to thrive in. Our four domains of interventions, namely, Livelihood Promotion, Access to Quality Education, Improved Health Status, and Protection & Safety together exert to create a net of protection and welfare in the community we intervene.

FXBIS began its operations in 2007, as a registered Indian entity under Section 25 of the Companies Act 1956, modified under section 8 of the Companies Act, 2013 having registration number: U85100DL2007NPL162563 with an objective of assisting people to lead a life of dignity by creating safe, healthy and productive environment. It is currently working in the states of **Delhi, Uttar Pradesh, Madhya Pradesh, Assam, Meghalaya, Andhra Pradesh, Tamil Nadu, West Bengal**, and Union Territory namely **Puducherry**.



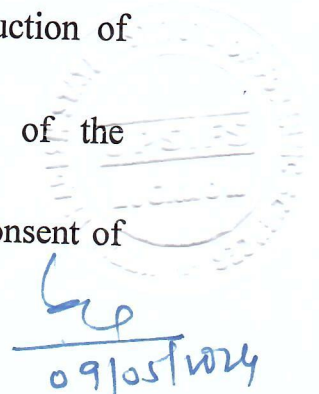
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UPSIFS, Lucknow is exploring avenues of establishing academic collaboration with Institutions of excellence in various domains such as Forensics, Law, Social Sciences, Cyber Security and other disciplines in India and other jurisdictions and FXB India Suraksha, an Indian NGO providing integrated developmental assistance to marginalized families and communities in rural and urban India. **Therefore, both the parties are seeking collaboration for academic, training, research and publications, also conducting, and implementing the various research projects of national and international importance in the areas of Child Protection, Women Security and Gender Based Violence on time to time through this Memorandum of Understanding (MoU).**

1. SCOPE OF MOU:

This Memorandum of Understanding is signed between the **UTTAR PRADESH STATE INSTITUTE OF FORENSIC SCIENCE (UPSIFS), LUCKNOW** as First Party and **FXB India Suraksha (FXBIS), KALKAJI, NEW DELHI**, as Second Party for following purposes:

- (i) Strengthen the ties between **UPSIFS** and **FXB India Suraksha (FXBIS)** to make collaborative efforts in the field of Child Protection, Women Security and Gender Based Violence on research, training and publication.
- (ii) Engage students and scholars in internships programs and to jointly develop online courses for academia and professionals.
- (iii) Conduct joint research activities and publications. The topics and conditions for utilizing the results and other forms of co-operation will be determined on a case-by-case basis by the researchers and administrators of each party.
- (iv) Organizing educational programs, seminars, workshops for training and capacity building.
- (v) Exchange of Educational and Research skills for conduction of teaching, training, and participation in programs/projects;
- (vi) Facilitating internships/programs for the upgradation of the knowledge of students and experts/faculties.
- (vii) Any other field to fulfill above objectives with mutual consent of both parties.



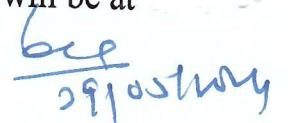
2. DELIVERABLES OF CO- OPERATION:

1. The major objective is to establish close linkages and functional coordination between UPSIFS and **FXB India Suraksha (FXBIS)**, for mutual cooperation towards the advancement of knowledge of the faculties, scholars and students and other targets.
2. UPSIFS and **FXB India Suraksha (FXBIS)**, will provide intellectual and infrastructure support for carrying out academic research & collaboration in the areas of mutual interests. A prior approval of each research activity under such collaboration is required from the competent authorities of both the organizations. Mutually approved research projects will be executed without any financial liabilities on each other for recurring expenses. The Intellectual Property Rights as a result of the studies i.e. research papers, patents, products, etc. shall be jointly shared/owned by the contributing individuals or institutions from both the parties. Both the Institutions can use the said jointly developed IPR for non- commercial purposes.
3. UPSIFS, Lucknow and **FXB India Suraksha (FXBIS)**, shall collaborate in mutually agreeable academic events, teaching, training, skills exchange and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed in writing for each of collaborative efforts, without monetary consequences.
4. UPSIFS, Lucknow and **FXB India Suraksha (FXBIS)**, will allow seminars or workshops for the promotion and creating awareness among students about the initiatives taken by either from time to time on mutually agreeable terms and conditions in writing.
5. UPSIFS and **FXB India Suraksha (FXBIS)**, will encourage and provide facilities to faculty members, scientists or experts or professionals of both institutions to explore and prepare joint proposals on thrust areas for funding from other agencies/institutions. The technical activities and grant sharing between UPSIFS and **FXB India Suraksha (FXBIS)**, shall be mutually agreed while submitting such proposals to funding agencies. The outcomes of the joint research in terms of research papers, patents, products, etc. will be jointly shared/owned by both the organizations and will be their sole property.

6. The Ph.D. candidates in interdisciplinary areas of research involving Forensic Sciences, law and other sciences from the UPSIFS, Lucknow may work under the joint supervision of the Research Unit at FXB India Suraksha, if agreed by both parties.
7. To collaborate on mutual agreed terms to work on Research Projects, Action Research sponsored by various national and international agencies as per rule.
8. Those modalities for a similar exchange of Researchers and Faculty Members shall be laid down through mutual discussion that would be made operational for initially for a period of three years, to be extended subsequently two years at a time, up to a maximum of seven years.
9. Research Scholars of both the parties may be allowed to make use of the research resources of each other and to have academic interactions with the faculties.
10. Research Scholars and Teaching Faculties of both UPSIFS, Lucknow and **FXB India Suraksha (FXBIS)** will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, government and other funding agencies;
11. Any financial implication emerging out of such collaborations (other than the fee of the students etc.) shall be worked out and decisions will be taken with mutual agreement/consent in writing.

3. RESOLUTION OF DISPUTES:

If any issues, differences or disputes arise with respect to this MoU, the same shall be discussed and resolved through negotiation in good faith. In case of failure of same, it will be referred bilaterally for resolution to the Arbitration Committee consisting of a member nominated by each of the parties and a third member jointly nominated by two parties. The third member nominated will be an eminent person in the field of Forensic Science/Technology/Education. The decision so arrived by these Arbitral Tribunal shall be reduced in writing and the same shall be final and binding on the parties to this MoU. The place of sitting of said Arbitral Tribunal will be at



Lucknow. The Arbitral proceedings shall be conducted in English.

4. AREAS OF CO-OPERATIONS:

This Memorandum of Understanding expresses a mutual desire by UPSIFS and **FXB India Suraksha (FXBIS)** to cooperate in building intellectual and research capacity and scholarship. Additional areas of co-operation may be added by written consent in writing of both the parties. Both the parties will act in good faith to ensure that the objectives in this Memorandum are realized.

5. TERMINATION, REVIEW AND TENURE:

Progress in realizing the terms and conditions referred herein will be reviewed periodically as mutually agreed and this MoU may be amended in writing at any time by mutual consent. The implementation and/or continuance of programs or projects established pursuant to this Memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

- This memorandum shall come into force immediately on being signed by both the parties.
- The validity of his Memorandum of Understanding is initially for a period of three years from the date of its execution and the same may be further extended on mutual agreement for a further period of two years at a time up to a maximum of seven years;
- This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of six months to the other party in writing/by mail and without jeopardizing the coursework or registration of any of the students of either institution;

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY:

1. In respect of each project and program of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including



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without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto); and

2. Neither party shall, at any point of time, disclose any confidential information of the other party to any third party, which is acquired in the course of activities under this Memorandum, a collaborative project or a program, without the prior mutual consent of both parties in writing.

3. The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

7. FUNDING AND FINANCIAL LIABILITIES:

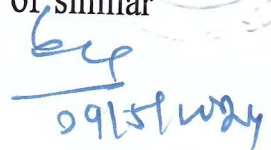
The activities carried out under MoU will be financially supported by the respective institution separately and as approved by the funding agencies permitting joint research. No party will be financially liable for any claim or interest towards the other party for any activity undertaken under this MoU. If required, a joint proposal may be sent to the funding agencies in India or abroad, after following due procedures.

8. FORCE MAJEURE:

In case of failure to perform any part of this MoU due to force majeure, the failing party may be exempted from performing its liability under this MoU to the extent of impact of such force majeure on giving prompt notice to other party elaborating said force majeure events. If agreed, both the parties may mutually agree to extend the duration of this MoU for the period for which the MoU could not be performed due to Force majeure. Force majeure here means occurrence of acts, events or circumstances beyond the reasonable control of the parties.

9. MODIFICATION/ADDITION:

Any addition or modification of this MoU, including any extension of scope of work, deliverable, respective duties of parties or any other matter of similar



nature shall be made in writing signed by both the parties and the same shall be treated as part and parcel of this MoU for all purposes.

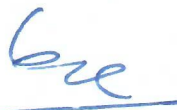
10. NON-BINDING NATURE OF MOU:


Nothing in this Memorandum of Understanding shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration in the fields of education, research and scholarship.

IN WITNESS WHEREOF, the authorized signatory of both the Institutions have put their respective signatures to this Memorandum of Understanding on the date mentioned herein above.

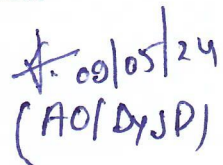

For and on behalf of UPSIFS

**For and on behalf of
FXB India Suraksha**

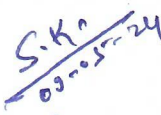


Dr. G. K. Goswami, IAS 09/05/2024
(L.L.M, Ph.D., D.Sc.)
Director (Dr. G. K. Goswami, IPS)
Director & Addl. Director General of Police
Uttar Pradesh State Institute of Forensic Science
Piparsand, Sarojni Nagar,
Lucknow-226008, Uttar Pradesh


(Mr. Satya Prakash)
CEO
FXB India Suraksha
Kalkaji
New Delhi- 110019

Witness:

1. 
(AO/DySP)
2. 
21/5/2024

Witness:

1. 
09-05-24
2. 
21/5/24

Date: 9th May, 2024
Place: Lucknow.

