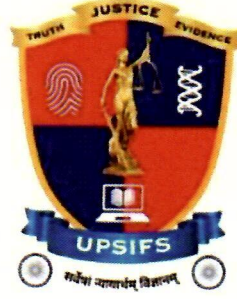


Memorandum of Understanding (MoU)



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

Piparsand, Sarojini Nagar, Lucknow-226 008



INDIAN INSTITUTE OF INFORMATION TECHNOLOGY (IIIT), LUCKNOW

Chak Ganjaria, C.G. City, Lucknow

Uttar Pradesh-226002

On

25 April, 2024

MEMORANDUM OF UNDERSTANDING

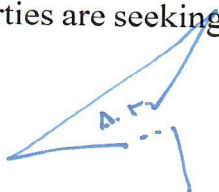
PREAMBLE


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 with its Headquarter at Lucknow. UPSIFS, Lucknow is mandated to offer courses at Graduation and PG Level in Forensic Science, Cybersecurity, Emerging Technologies, Legal studies and Associated Research Activities involved therein. The institute further aims to provide quality education and training to various professionals such as Judicial Officers, Prosecutors, Police Officers, Forensic Experts, Public Spirited Identities, Mass Media etc.

Indian Institute of Information Technology, IIIT Lucknow.

Indian Institute of Information Technology, Lucknow (IIIT Lucknow) is one of the 20 IIITs being set up by the Central Government on Public Private Partnership (PPP) mode. IIIT Lucknow admitted its first batch of B. Tech. in Information Technology with an intake of 50 students from the academic session 2015-16. It currently offers all the amenities, academic as well as non-academic to its students that can help them flourish and serve the nation with all their apprehension in the various fields of technologies. The admission is made through central counselling of candidates, who qualify in JEE (Mains). The Institute is being set up with the active financial collaboration of MHRD, Govt. of India, Govt. of Uttar Pradesh, and U. P. Electronics Corporation Ltd. To wors as its industry partners. The mission of the IIIT Lucknow is to be a unique and world class nucleating “Apex Center of Excellence” in the area of Information Technology so as to enhance India’s Technological strength in Information Technology. IIIT seeks to derive its strength from strong traditions since time in memorial and sets out to create knowledge-based resources in regional languages.

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 jurisdiction and IIIT, Lucknow, is one among the most recognized institutions. Therefore, both the parties are seeking institutional collaboration for academic, research and




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publications and faculty exchange through this Memorandum of Understanding (MoU).

1. SCOPE OF AGREEMENT:

This Memorandum of Understanding is signed between the **UTTAR PRADESH STATE INSTITUTE OF FORENSIC SCIENCE (UPSIFS), LUCKNOW** as **First Party** and **INDIAN INSTITUTE OF INFORMATION TECHNOLOGY, IIIT LUCKNOW**, as **Second Party** for following purposes:

- (i) Educational Activities.
- (ii) Collaboration in research activities.
- (iii) Training of Professionals from different organizations.
- (iv) Exchange of faculties and Students of both institutions.
- (v) 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 a close linkage and functional coordination between the UPSIFS and IIIT Lucknow, for mutual cooperation towards the advancement of knowledge of the faculties, scholars and students.
2. UPSIFS and IIIT Lucknow, will provide intellectual and infrastructure support for carrying out academic research in 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 in the outcomes 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. The said, jointly developed IPR can be used by both the Institutions for non-commercial purposes.
3. UPSIFS, Lucknow and IIIT Lucknow, shall collaborate in mutually agreeable academic events, teaching, training, faculty exchange and

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research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed in writing for each of collaborative efforts.

4. UPSIFS, Lucknow and IIIT Lucknow, shall offer full time regular as well as optional or credit courses to the Under-graduate and Post-graduate degree courses offered at these institutions from time to time on mutually agreeable terms and conditions in writing.
5. UPSIFS and IIIT Lucknow, will encourage and provide facilities to faculty members, scientists or experts of both institutions to explore and prepare joint proposals on thrust areas for funding. The technical activities and grant sharing between UPSIFS and IIIT Lucknow, 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, computer science, law and other allied disciplines from the UPSIFS, Lucknow may work under the supervision of the faculty members of IIIT Lucknow or if agreed on case-to-case basis, jointly supervised by the faculty members from the two parties.
7. Faculty members from each of these institutions shall be invited for important seminars, conferences and for teaching at different levels. The financial implications shall be worked out on a case-to-case basis with mutual agreement in writing and after observing due process.
8. Those modalities for a similar exchange of Researchers and Faculty Members shall be laid down through mutual discussion that would be made operational initially for a period of three years, which may be extended subsequently for two years at a time, up to a maximum of seven years with mutual consent.
9. Ph.D. Scholars of both the parties may be allowed to make use of the library and other resources of each other and to have academic interactions with the faculties.

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10. Research Scholars and Teaching Faculties of both UPSIFS, Lucknow and IIT Lucknow, will explore possibility of taking up collaborative research work and it may 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. The UGC guidelines may be followed on these points based on mutual consent.

3. AREAS OF CO – OPERATIONS:

This Memorandum of Understanding expresses a mutual desire by UPSIFS and IIT Lucknow, 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.

4. RESOLUTION OF DISPUTES:

If any issues, differences or disputes arises 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 the 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 and as per the law of the land.

5. TERMINATION, REVIEW AND TENURE:

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

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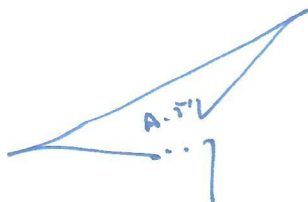
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the termination of this Memorandum.

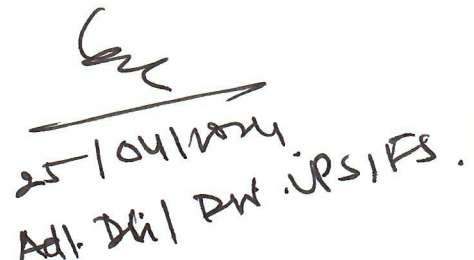
- This memorandum shall come into force immediately on being jointly signed by both the parties.
- The validity of this Memorandum of Understanding is initially for a period of three years from the date of its execution and the same may be further extended on mutual agreement for a further period of two years for 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 email and without jeopardizing the coursework or registration of any of the students of either institution.

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY:

- (i) In respect of each project and program of co-operation, the parties shall negotiate and mutually agreed upon in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto).
- (ii) 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 the parties in writing.
- (iii) 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.



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7. FUNDING AND FINANCIAL LIABILITIES:

The activities carried out under MoU will be financially supported by the respective institutions 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:

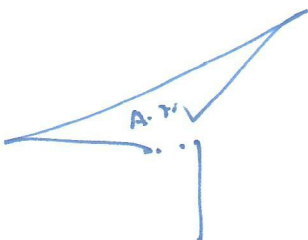
In case of failure to perform any part of this MoU due to force majeure, the failing party may be exempted from performing its liability under this MoU to the extent of impact of such force majeure on giving prompt notice to other party elaborating said force majeure events. If agreed, both the parties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



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IN WITNESS WHERE OF, the authorized signatory of both the Institutions have put their respective signatures to this Memorandum of Understanding on the date mentioned hereinabove.

For and on behalf of UPSIFS



25/04/2024.

Uttar Pradesh State Institute of
Forensic Science (UPSIFS),
Piparsand, Sarojini Nagar,
Lucknow-226008
Dr. G. K. Goswami
(C.L.M, Ph.D., D.S.)
Uttar Pradesh State Institute of Forensic Sciences
Lucknow (U.P.) - 226008

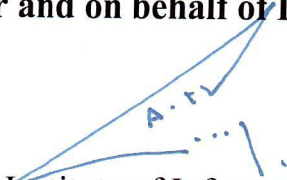
Witness 1:


(Admin. Off. UPSIFS)

Witness 2:


(PRO. UPSIFS)

For and on behalf of IIT


Indian Institute of Information
Technology, Lucknow (IIITL),
Chak Ganjaria, C.G City,
Lucknow-226002
Director
Indian Institute of information Technology
Lucknow

Witness 1:



Witness 2:

