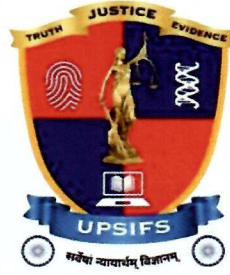


# Memorandum of Understanding (MoU)



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

Piparsand, Sarojini Nagar, Lucknow, Uttar Pradesh - 226008



## TATA INSTITUTE OF SOCIAL SCIENCES (TISS)

MUMBAI

V.N. Purav Marg, Deonar, Chembur, Mumbai, Maharashtra - 400088

05<sup>TH</sup> day of January, 2024

# MEMORANDUM OF UNDERSTANDING

The articles of this Memorandum of Understanding is made and entered into at Mumbai on this      day of January, 2024.

## **Between**

Uttar Pradesh State Institute of Forensic Science (UPSIFS), affiliated to the National Forensic Sciences University, Gandhinagar, established by the Government of Uttar Pradesh vide U.P. State Institute of Forensic Science, Lucknow Regulations and Bye laws, 2022, having its head office at Piparsand, Sarojini Nagar, Lucknow – 226008, State of Uttar Pradesh, through its Director. Hereinafter referred to as UPSIFS (Which expression includes their authorised officers, representative and permitted assigns) - Party of One Part.

## AND

Tata Institute of Social Sciences, a deemed to be University registered under section 3 of the University Grants Commission Act, 1956, having its principal administrative and registered office at V.N. Purav Marg, Deonar, Chembur (East), Mumbai – 400088, State of Maharashtra through its Vice Chancellor. Herein after referred to as “TISS” (Which expression includes their authorised officers, representative and permitted assigns) - Party of Second Part.

## **PREAMBLE**

**WHEREAS Uttar Pradesh State Institute of Forensic Science (UPSIFS)** is mandated to create a pool of trained man power in the field of forensic to be recruited in various forensic laboratories across India. It will also facilitate creation and dissemination of knowledge in the fields of Science & Technology, Law, Social Sciences, and allied disciplines. The Institute is offering courses at Graduation and Post Graduation Level in Forensic Science, Cybersecurity, various emerging technologies, legal studies and research activities involved therein. The institute is further aiming to provide quality education and training to various professionals such as judicial officers, prosecutors, police officers, forensic experts, public spirited identities, mass media etc. Thus, this institute will endeavor to bridge the existing gaps in theory and practice to make teaching, training and research relevant in policing, forensic science, technologies and legal domains.





WHEREAS **The Tata Institute of Social Sciences (TISS), Mumbai** was established in 1936 as the Sir Dorabji Tata Graduate School of Social Work. In 1944, it was renamed as the Tata Institute of Social Sciences. The year 1964 was an important landmark in the history of the Institute, when it was declared Deemed to be a University under Section 3 of the University Grants Commission Act (UGC), 1956. Since its inception, the vision of the TISS has been to be an institution of excellence in higher education that continually responds to changing social realities through the development and application of knowledge, towards creating a people-centered, ecologically sustainable and just society that promotes dignity, equality, social justice and human rights for all.

AND WHEREAS 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 TISS, Mumbai is one among the most recognized institutions. Therefore, both the parties are seeking institutional collaborations for academic, research and publications and faculty exchange through this Memorandum of Understanding (MoU).

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:-**

**1. SCOPE OF AGREEMENT:**

This Memorandum of Understanding is signed between the Uttar Pradesh State Institute of Forensic Science, Lucknow as **First Party** and **TATA INSTITUTE OF SOCIAL SCIENCES (TISS), MUMBAI** 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 UPSIFS and TISS for mutual cooperation towards the advancement of knowledge of the faculties, scholars and students.

2. UPSIFS and TISS 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 TISS, Mumbai shall collaborate in mutually agreeable academic events, teaching, training, faculty 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.
4. UPSIFS, Lucknow and TISS, Mumbai 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 TISS will encourage and provide facilities to faculty members, scientists or experts to explore and prepare joint proposals on thrust areas for funding. The technical activities and grant sharing between UPSIFS and TISS 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 supervision of the faculty members of TISS or if agreed, jointly supervised by the faculty members of other institution or 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.



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. Ph.D. Scholars of both the parties may be allowed to make use of the library resources of each other and to have academic interactions with the faculties.
10. Research Scholars and Teaching Faculties of both UPSIFS, Lucknow and TISS, Mumbai 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. AREAS OF CO – OPERATIONS:**

This Memorandum of Understanding expresses a mutual desire by UPSIFS and TISS 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. LEAD COORDINATOR/POINT OF CONTACT:**

The Lead Coordinator/Point of Contact for this MoU shall be:

From TISS:

Prof. Arvind Tiwari, Dean School of Law, Rights and Constitutional Governance, TISS, Mumbai.

E – mail: tiwari\_a@tiss.edu

Contact: 8369841772

From UPSIFS:

Asst. Prof. Saurabh Kumar Yadav, Department of Forensic Science, UPSIFS, Lucknow.

E – mail: saurabhguwawa@gmail.com

Contact: 7014340291



The Lead Coordinator mentioned above, if changed, shall be intimated to other party in writing. The Lead Coordinator from each party will mutually draw up in writing the list of activities to be undertaken, detailed work plan, timeline, financial implications etc. to achieve the objectives of this MoU.

## **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 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 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 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 email 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 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 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. 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/ 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 either at Mumbai and/or Lucknow. The Arbitral proceedings shall be conducted in English.

#### 11. 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 authorised 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**



(Dr. G.K. Goswami, IPS)  
Addl. DGP & Director,  
Uttar Pradesh State Institute of Forensic  
Science (UPSIFS)  
Piparsand, Sarojni Nagar  
Lucknow-226 008


**For and on behalf of TISS**



(Prof. Manoj Kumar Tiwari)  
Vice- Chancellor,  
Tata Institute of Social  
Sciences (TISS),  
VN Purav Marg, Deonar, Chembur,  
Mumbai, Maharashtra 400088

Witness:

1.  (Name of witness)

2.  Lt Cdr Nishu Singh (Retd)

Witness:

1.  (Prof. Anand Tiwari)

2.  (Prof. Ashwini Kumar)

Date: 05 January, 2024

Place: Mumbai