



**COLLEGE OF PHARMACY AND  
PHARMACEUTICAL SCIENCES**

**THE UNIVERSITY OF TOLEDO**

## **COOPERATIVE MEMORANDUM OF UNDERSTANDING**

**The University of Toledo, USA  
College of Pharmacy and Pharmaceutical Sciences  
And**

**Telangana Social Welfare Residential Educational Institutions  
Society (TSWREIS),**

**Hyderabad, India**

Through this Cooperative Memorandum of Understanding ("CMOU"), Telangana Social Welfare Residential Educational Institutions Society (hereinafter "TSWREIS"), Hyderabad, (India) and University of Toledo, OH, (United States of America) wish to establish cooperative relations between the institutions, and especially to develop an academic and cultural interchange between them through mutual assistance in the area of education; and that the signatories recognize that a collaborative effort would be of mutual benefit and health care services would serve to establish enduring ties of cooperation;

**RESOLVE THAT: TSWREIS and The University of Toledo agree:**

1. That the signatories, through mutual trust and reciprocity, will cooperate to reap favorable scientific, social and economic benefits while also promoting the institutions herein;
2. That the signatories plan to cooperate in the following major field(s) of study: pharmacy, pharmaceutical and health education. The parties will work to develop cooperation in [this/these] areas;

3. That the signatures will negotiate a Memorandum of Agreement that will describe the cooperative relationship in detail;
4. That this CMOU will become effective upon signing and will continue in effect until the separate agreement has been executed but it no event greater than five years;
5. All institutions are individually responsible for their own expenditures resulting from the above activities; and
6. That this agreement may be terminated by any of the parties by means of 30 days' written notice.

#### **Article I. Purpose of this CMOU and future Memorandum of Agreement(s)**

1.1 The Parties desire to initiate a series of discussions to further explore collaboration and exchange in the following areas: exchange of faculty and staff.

- a. By signing below, each party acknowledges its agreement with the terms for experiences involving health sciences, advanced studies and collaborating in areas of research;
- b. Each signatory represents and warrants that he/she is authorized to sign on behalf of pharmacy facilities and programs; and
- c. Promote and support – One-Month Summer Undergraduate Research Fellowship (SURF) Internship Program for TSWRDC students at UT. See details in Section 1.4
- d. Promote – Students with highest caliber to join the competitive graduate programs in the areas of health sciences at University of Toledo. It is expected that the students will adhere to admission policies of UT and will meet all the requirements. TSWREIS will assist in providing tuition and stipend support to the selected candidates through Ambedkar Overseas Vidyaniidhi, sponsored by Government of Telangana, India.
- e. Exchange of teaching materials and scientific literature and for conducting joint workshops, symposia and engaging in discussions on topics of mutual interest.

1.2 The Parties agree that the purpose of this CMOU is only to engage in discussions regarding cooperative activities listed above, and the exchange of faculty, staff and students, the development of facilities or programs or any type of financial arrangements between the Parties must be negotiated and memorialized in a Memorandum of Agreement (the "MOA"). The Parties acknowledge that the execution of this CMOU does not create a binding obligation on any party to consummate the activities described above until a fully executed Memorandum of Agreement is in place.

1.3 Topics to be considered in the Memorandum of Agreement(s) include but are not limited to: Student and faculty acceptance and length of stay in the academic exchange program; Designation of exchange program coordinators, (also referred to as relationship managers or liaison officer) and for each Party to be responsible for communications between the Parties and coordinating responsibilities; Student and faculty affair issues such as general insurance, personal health insurance, accommodations, vaccinations, visa applications, disciplinary rules, scholarships, financial aid, academic credit and grades and other issues with respect to foreign travel and journeys.

1.4 The parties desire to promote one-month summer (May-June) SURF Internship Program



at UT. UT and TSWREIS will be jointly involved in selection process of top students. A total of six (6) undergraduate students from the departments of Mathematics, Physics, Statistics, Chemistry, Plant Sciences, Animal Sciences, Biotechnology, Microbiology at TSWREIS will be selected to do internship at College of Pharmacy and Pharmaceutical Sciences at UT for a period of one month under SURF. TSWREIS agrees to financially support the SURF interns (4000 US\$) for one month to cover transportation, travel and insurance. UT will assist in providing the internship opportunities through wet-lab experience, resources in designated laboratories. In addition, UT will facilitate accommodation to the students during internships as per the subsidized rates being applied to resident students of the University of Toledo.

## **Article II. Term**

This CMOU will take effect from the date of the last signature hereto and will be in effect for a period of five (5) years. This CMOU may be terminated by either Party by giving thirty (30) days' advance written notice.

## **Article III: Confidentiality**

3.1 Confidential Information may include, for example and without limitation, scientific knowledge, know-how, processes, inventions, techniques, formulae, products, business operations, customer requirements, designs, sketches, photographs, drawings, specifications, reports, studies, findings, data, plans or other records, biological materials, and/or software.

3.2 The Parties intend to maintain the confidential status of their Confidential Information. The Parties are aware that each may have pursued independent research of its own in the area to which the Confidential Information relates and may have independent knowledge of some of the information the other may disclose.

3.3 Each party agrees to use reasonable efforts to hold confidential all Information identified as confidential at the time of disclosure and, if orally disclosed, then to confirm the information in writing or other tangible medium within thirty (30) days, except for Information that: (a) is now or will enter the public domain as the result of its disclosure in a publication, the issuance of a patent, or otherwise without the legal fault of the receiving party; (b) the receiving party can prove by written documentation was in its possession before or at the time of the disclosure by the other party other than by prior disclosure by Provider, (c) the receiving party can prove by written documentation was developed by recipient alone or in collaboration with a third party without knowledge of the Confidential Information; (d) comes into the hands of the receiving party by means of a third party who is entitled to make such disclosure and who has no obligation of confidentiality toward the disclosing party; or (e) must be disclosed pursuant to a court order or as otherwise required by law. Obligations of non-disclosure of Information shall terminate five (5) years from the Effective Date of this Agreement.

## **Article IV: Intellectual Property and Applicable Law**

4.1 If there is collaborative work between the Parties and their respective faculty or students that is not required to be formalized into a Memorandum of Agreement, each Party reserves the right to publish the results of the collaboration. Before submission for publication, however, each Party will notify the other of its intention to publish, and will submit the manuscript to the other Party for review and comment. The reviewing Party will have thirty (30) days from receipt of the manuscript to present any written comments to the other Party. The reviewing Party's comments



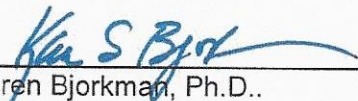
will be given due consideration by the submitting Party. The publication of the results may be delayed at the reviewing Party's written request for a period not to exceed ninety (90) days if it contains a disclosure of an invention(s) on which either Party desires to file a United States or foreign patent. Inventorship shall be determined in accordance with United States patent law (if patentable) or by mutual agreement between the parties (if not patentable) taking into account the role and contributions of individuals involved in the development of the Invention. If either Provider or Recipient If either Party is the sole inventor of any invention, that party shall be free to dispose of such invention as it sees fit. Each Party, shall have the right to use for its internal research purposes inventions developed under this Agreement without payment of license or royalty fees.

4.2 The Parties will ensure that their faculty, staff and students involved comply with all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. International Institution acknowledges the University, in the performance of collaboration under this Agreement, may utilize the personal services of University employees, visiting professionals and students who may not be U.S. citizens or permanent resident aliens. International Institution assumes all responsibility for compliance with the provisions of the International Traffic In Arms Regulations ("ITAR") under 22 CFR §§ 120-130 and Export Administration Regulations (15 C.F.R. 768 et. seq.) ("EAR"). Further, International Institution shall not disclose or provide to the University or any employee or agent of University any information subject to the licensing provisions of ITAR and/or EAR without the prior written notice to and advance approval by the University. The transfer of certain technical information or items may require a license from the U.S. government.

4.3 All questions relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed and construed in accordance with the laws of the State of Ohio, without regard to the principles of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the federal or state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts

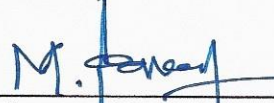
**INTENDING TO BE LEGALLY BOUND**, by signing below, each party acknowledges its agreement with the terms and conditions of this CMOU and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her institution to all of the terms and conditions of this CMOU as of the date last written below.

**The University of Toledo**

  
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Karen Bjorkman, Ph.D..  
Interim Provost and Executive Vice President  
for Academic Affairs

3-18-19  
Date

**Telangana Social Welfare Residential  
Educational Institutions Society  
(TSWREIS)**

  
\_\_\_\_\_  
Dr. Praveen Mamidala  
Joint Secretary, TSEREIS


03-22-2019  
Date



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Amanda Bryant-Friedrich,  
Interim Dean and Professor  
College of Pharmacy and Pharmaceutical  
Sciences

02-27-2019  
Date



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**Dr. R.S. Praveen Kumar, IPS**  
Secretary  
Telangana Social Welfare Residential  
Educational Institutions Society  
DSS Bhavan, Masab Tank, Hyderabad  
03-22-2019