

Memorandum of understanding

Between

All India Institute of Medical Science, Bhopal

and

Barkatullah University, Bhopal

This memorandum of Understanding (herein after MOU) is made entered in to on this *1st March*...of 2018 between All India Institute of Medical Science (herein after AIIMS), Saket Nagar, Bhopal 462020, through its headquarter, All India Institute of Medical Science, on the ONE PART and Barkatullah University (herein after BU), Bhopal 462026 MP, on the OTHER PART (who for the purpose of this MOU are hereinafter individually referred to as 'PARTY' and collectively referred to as the PARTIES).

The PARTIES, have discussed fields of common research interests and allied activities between the two institutions, have decided to enter into collaboration in the areas of education, training and research.

And whereas, it has been considered expedient to agree in writing to participate jointly in undertaking students' research projects as per the expertise and logistics available with the PARTIES.

Article 1. Scope

- 1.1 Medical research discipline that covers mutual interests and objectives
- 1.2 Providing research guidance to M.sc. and PhD students

Article 2. Implementation

- 2.1 The allocation of major guide or co- guide may be decided by mutual consent. If major guide is from AIIMS, the co guide will be from BU and vice versa.

2.2 The objectives for research work for a student should be exclusively different from the ongoing research activities of AIIMS.

2.3 Based on the education, training and research requirements of students the advisory committee shall in consultation with faculty and scientist decide on topic and mode of cooperation for each of the academic years during the tenure of this cooperation.

Article 3. Exchange of information and research samples

3.1 The term information includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged or arising under the objectives indentified under Article 1.1 .The PARTIES SHALL take all measures to protect the secrecy of and avoid disclosure and unauthorized use of information which is confidential and outside the public domain .

Article 4. Publication and Intellectual Property Rights

4.1 Any research publication and intellectual property rights arising out of the students and joint research projects shall be jointly published and, when patented, will be jointly and equally owned by AIIMS, BU and Student

4.2 The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of AIIMS and the expenditure incurred there of shall be borne jointly and equally by AIIMS, BU and student.

4.3 The upfront fee and royalty accrued from licensing of any intellectual property arising from collaboration to the other party (ies) shall be shared between the PARTIES, the terms and conditions of which shall be subjects agreement between the PARTIES .

4.4 The PARTIES shall not assign any rights and obligations to any other party (ies) without consent of the other party.

Article 5. Academic Recognition

5.1 BU will record AIIMS the status of a recognized research centre for its PhD. Programme in science. The recognition of AIIMS scientists and research scholars as research guides and doctoral candidates respectively shall be governed by BU ordinance number 14. A doctoral candidate shall be registered under the supervision of a main guide from Barkatullah University and a co-guide from AIIMS. Candidate may work either in AIIMS or BU but he/she has to put in 200 attendances with the main supervisor or co supervisor from BU and has to fulfill all the requirements as per the ordinance 14 of BU.

Article 6. Finance

6.1 Student should pay the fees etc. as per the rules and regulation of both the institution ie AIIMS, Bhopal and BU, Bhopal

Article 7. General Provision

7.1 Research instrumentation – and library facilities available at the PARTIES work (s) shall be made available to the scientists, faculty, and research scholars and students of the PARTIES.

7.2 The parties shall not be use any of the confidential information, which is required to be held in confidence for any purpose other than performance of their obligation under this understanding.

7.3 The implementation of areas- and forms of cooperation identified under Article 1 shall be subject to the availability and convenience of scientists, faculties and infrastructure facilities available at the PARTIES work places.

7.4 AIIMS offers to permit up to eight students per year/guide depending on availability of seats under guide, ranging one and half year to four year, to work on their thesis based programmes under the supervision of BU and AIIMS staff. BU shall arrange to send the applications of short listed candidate, not exceeding two students per faculty, through the chairman, Advisory committee, Bhopal University, to the chairman, Academic Cell of

AIIMS for research work placement under the guidance and supervision of AIIMS scientists. All the AIIMS procedures governing such students' placement shall also be applicable to BU students.

7.5 All questions related to this understanding arising during its term shall be settled by the PARTIES by mutual agreement. The disagreements at the operating level shall be forwarded to the respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified.

7.6 Nothing in this understanding is intended to affect other cooperation or collaboration between the PARTIES.

7.7 All the collaboration activities pursuant to this agreement shall be conducted in accordance with the laws and regulations governing AIIMS and BU.

Article 8. Entry into Effect and Termination

8.1 This MOU shall become effective on the date it is signed by parties and shall be valid for five years. This understanding may be amended by mutual written agreement and may be terminated at any time by either party upon one month's written notice to the party.

8.2 All joint activities not completed at the expiration or termination of this agreement may be continued until their completion under the terms of understanding.

Article 9. Amendments

9.1 This MOU represents the entire understanding between the PARTIES and supersedes any and all understanding either oral or written hitherto with respect to the subject of this understanding.

9.2 No amendments or modification of the MOU shall be valid unless the same is made in the writing by both the PARTIES and specifically stating the same to be an amendment of the MOU. The modification / changes shall become part of the MOU and shall be effective from the date on which they are made / executed unless otherwise agreed to.

Article 10. Assignment

10.1 This MOU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.

Article 11 Non- exclusivity

11.1 The relationship of the PARTIES under this understanding shall be non- exclusive and both PARTIES are free to pursue other agreements or collaborations of any kind. However, when entering into a particular education, training and research agreement, the participants may agree to limit each party's right collaborate with others on that subject.

This MOU has been executed in two originals, one of which has been retained by AIIMS and other by BU.

IN WITNESS WHEREOF, the PARTIES have executed this MOU and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of AIIMS, through,

For and behalf of

All India Institute of Medical Sciences
Bhopal

Barkatullah University, Bhopal

.....

.....
Pranod K. Verma

Name: Prof (Dr) Nitin M Nagarkar

Name: Prof. Pramod K. Verma

Title: Director

Title: Vice Chancellor

Seal: Prof. (Dr.) Nitin M Nagarkar
Director
All India Institute of Medical Sciences
Saket Nagar, Bhopal-462020 (M.P.)

Seal: VICE CHANCELLOR
BARKATULLAH UNIVERSITY
BHOPAL

In the presence of

Name: BENNY ABRAHAM

Title: Registrar

Address: AIIMS Bhopal

Name: Yeshwant Singh Patel

Title: Deputy Registrar

Address: Barkatullah
University
Bhopal