MEMORANDUM OF UNDERSTANDING

BETWEEN



ICMR-REGIONAL MEDICAL RESEARCH CENTRE, GORAKHPUR

(ICMR-RMRCGKP)



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, GORAKHPUR

(AIIMS Gorakhpur)

2022

This Memorandum of Understanding (hereinafter referred to as MOU) is made on the 8th day of July 2022.

Between

Raghav Das (BRD) Medical College Campus, Gorakhpur, Uttar Pradesh PIN-273013 India (hereinafter referred to as "ICMR-RMRCGKP"). ICMR-RMRCGKP is newest one of the 26 Institutes of the Indian Council of Medical Research (ICMR), under Department of Health Research (DHR), Ministry of Health & Family Welfare of Government of India. Since, health indicators of Northeast region of Uttar Pradesh are prominently poor in comparison to average health indicators of Uttar Pradesh and much lower than all India figures. ICMR-RMRCGKP from its inception striving to reduce the total burden of disease and to promote health and wellbeing of the population through research and collaboration.

And

All India Institute of Medical Sciences, Gorakhpur, whose address is Kunraghat, Gorakhpur, Uttar Pradesh PIN-273008, India (hereinafter referred to as "AIIMSGKP"). AIIMSGKP is one of the new AIIMS established as a part of the initiative under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) by the Ministry of Health and family welfare, Govt. of India. This was established with the aim of correcting regional imbalances in quality tertiary level healthcare in the country and attaining self-sufficiency in graduate and postgraduate medical education and training.

Whereas

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A. ICMR-RMRCGKP and AHMSGKP wish to establish a formal partnership and develop academic exchanges and cooperation in teaching and research in furtherance of the advancement and dissemination of learning.

B. ICMR-RMRCGKP and AIIMSGKP to co-operate to promote, facilitate and implement co-operation in the following programs and activities.

SCOPE OF MOU

The MOU details the terms and conditions, financial arrangements, modalities of collaboration, intellectual property rights, responsibilities and obligations of ICMR-RMRCGKP and AIIMSGKP pertaining the projects undertaken under the cooperation. This MOU is not intended to be of legal force and effect in any manner whatsoever and shall not create a legal relationship between the parties.

FINANCIAL ARRANGEMENTS

ICMR-RMRCGKP and AIIMSGKP decided to execute the projects together, each party contributing their knowledge and expertise to the project. Each party shall invest its own resources to apply for joint funding from external sources as required by the work envisaged as, its own cost and risk. When ICMR-RMRCGKP utilizes the facilities of AIIMSGKP, the recurring costs incurring for the usage will be borne by ICMR-RMRCGKP. When AIIMSGKP utilizes the facilities of ICMR-RMRCGKP, the recurring costs incurring for the usage will be borne by AIIMSGKP.

AREAS FOR THE CO-OPERATION

ICMR-RMRCGKP & AIIMSGKP will coordinate in the following areas:

Collaborative research and development with a focus on a diverse area of mutual interest.

ICMR-RMRCGKP and AIIMSGKP have agreed to

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- · Jointly submit research proposals to national and international organizations to obtain support for the common research objectives.
- Jointly organize workshops, seminars, conferences in the areas of mutual interest. Facilitate the undertaking of the project works by DM/M. Ch, MD/MS, M.Sc., Ph.D., Post-Doc students from either of the institutions under various joint projects agreed upon.
- ICMR-RMRCGKP and AIIMSGKP agreed to constitute a monitoring cell to look after the progress and review periodically.

RESPONSIBILITIES OF ICMR-RMRCGKP AND AHMSGKP

- 1. ICMR-RMRCGKP and AIIMSGKP will share medical practitioners & researchers' information.
- 2. Both the parties shall undertake and complete the work on the project(s)as per schedule of the work separately prepared for each one.
- 3. ICMR-RMRCGKP and AIIMSGKP shall submit a midterm progress report separately or jointly.
- 4. ICMR-RMRCGKP should help in the research, teaching, capacity building of AIIMSGKP.
- 5. AIIMSGKP help in health care of the staffs of ICMR-RMRCGKP on priority including medical consultations, hospitalization and treatments if needed.

CONFIDENTIALITY

During the tenure of the MOU both ICMR-RMRCGKP and AIIMSGKP undertake on behalf of their employees/representatives/associates to maintain strict confidentiality and prevent disclosure thereof, of all information and data exchanged/generated pertaining to the work under this MOU for any purposes other than that in in accordance with the MOU. Both ICMR-RMRCGKP and AIIMSGKP, however, retain the rights to use the R&D results generated during the collaboration for its own R&D programs without any obligation to other.

ACADEMIC AND DEVELOPMENT PROGRAMMES

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- For the mutual benefits of the two institutions i.e., ICMR-RMRCGKP and AIIMSGKP there will be exchange of scientists of ICMR-RMRCGKP and faculty members of AIIMSGKP.
- ICMR-RMRCGKP and AIIMSGKP scientists/faculty members will help each other in preparing common research programmes.
- ICMR-RMRCGKP scientists may visit to AIIMSGKP and may get involve in clinical practices in consultation with respective faculty/departments.
- AIIMSGKP faculty may visit any research laboratory of ICMR-RMRCGKP and do research work in consultation with concern scientists/department/Director of the institute.
- ICMR-RMRCGKP and AIIMSGKP will work closely to generate appropriately trained manpower in the related areas through organization of formal academic curricula, symposia and other capacity building programmes.
- Authorship of the papers will be decided by the respective guide/co-guide of the ICMR-RMRCGKP and concerned departments of the AIIMSGKP after mutual understanding.
- 7. Fellowship monitoring will be decided by the competent authority on the basis of activation of the fellowship (if candidates activate their fellowship from ICMR-RMRCGKP then it is maintained by ICMR-RMRCGKP and if activated in above mentioned departments of AIIMSGKP then AIIMSGKP will maintain the fellowship).
- ICMR-RMRCGKP scientists and faculty members of AIIMSGKP will work towards
 joint projects thereby mutually using leading research facilities developed and to be
 developed at ICMR-RMRCGKP and AIIMSGKP.
- 9. The faculty and students of the above-mentioned departments of AIIMSGKP shall be allowed to use library of ICMR-RMRCGKP subject to prior permission of the Director. Scientists and Ph.D. students of ICMR-RMRCGKP shall likewise be given the library facilities at AIIMSGKP with prior permission of competent authority.
- 10. Any issue of IPR or patent originating as a result of mutual collaborative research work between AIIMSGKP and ICMR-RMRCGKP, will be shared by both the parties after mutual understanding.

EFFECTIVE DATE, DURATION AND TERMINATION OF MOU

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- This MOU shall be remained in force for a period of 60 months from the date of signing.
 The duration may be extended with the consent of both the parties under mutually agreed terms and conditions.
- 2. It is further agreed that the Executive-Director, AIIMSGKP, Gorakhpur and Director-ICMR-RMRCGKP through periodic meetings will monitor the progress of this MOU. Any change or modification/termination as introduced/suggested by the review committee (comprising of Executive-Director, AIIMSGKP and Director ICMR-RMRCGKP) will be binding to both the organizations.
- The MOU shall terminate on the expiry of the said period, unless extended by both of the parties.
- In the event of any disputes/differences between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation.

5. Mov can be discontinued of any time with one month notice period from either party. It

- The work envisaged to be done by ICMR-RMRCGKP/AIIMSGKP as assigned in their responsibility as detailed in the project in the assigned time line.
- The project shall be deemed to have been successfully completed on satisfactory fulfilment of criteria fixed by the joint monitoring group of ICMR-RMRCGKP and AIIMSGKP.

GOVERNING LAW, SIGNATURES AND SEAL OF PARTIES

The MOU shall be governed by the law of India. IN WITNESS WHEREOF, the parties hereto have signed this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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For and on behalf of ICMR-RMRCGKP	For and on behalf of AIIMSGKP
Signature $8 \times 7 \times 2022$	Signature durat Date
Seal DIRECTOR आईसीएनआर-आरएमआरसी, गोरखदुर ACMR-RMRC,GORAKHPUR	Seal प्रो० सुरेखा किशोर Prof. Surekha Kishore निदेशक (Director) अखिल मारतीय अपार्थियन संस्थान गोरखपुर-२७३००८ All India Insulue of Mean al Sciences, Gerakhpur-273008
Name - Dr. Rajnikant	Name Prat. Surekha Kishore
Designation - Director, ICMR-RMRC Gorallhour	Designation Director ALIMS, Coralehpur
Witness	Witness
1. Web: //wmar. 8.7.22 Sr. Accounts officer ICMX-RMRC-6118	1. Mahendra Britap Suyh
2. Dr. Gaurar Raj Dwire scientist 'D' ICMR-RMRC Gorakhpur	2. Shubhom Shukka