

MEMORANDUM OF UNDERSTANDING

BETWEEN



icmr
INDIAN COUNCIL OF
MEDICAL RESEARCH

RMRCGKP
REGIONAL MEDICAL RESEARCH
CENTRE, GORAKHPUR

ICMR-REGIONAL MEDICAL RESEARCH CENTRE, GORAKHPUR

(ICMR-RMRCGKP)



BABA RAGHAV DAS MEDICAL COLLEGE, GORAKHPUR

(BRDMCGKP)

2022

2/1/22

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

Between

ICMR- REGIONAL MEDICAL RESEARCH CENTRE, GORAKHPUR, whose address is Baba 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

BABA RAGHAV DAS MEDICAL COLLEGE, GORAKHPUR, Gorakhpur, whose address is Baba Raghav Das (BRD) Medical College Campus, Gorakhpur, Uttar Pradesh PIN-273013 India (hereinafter referred to as "BRDMCGKP"). After the inception, this medical college is continuing as the apex referral medical college of the Purvanchal with several facilities.

Whereas

- A. ICMR-RMRCGKP and BRDMCGKP 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.

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B. ICMR-RMRCGKP and BRDMCGKP 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 BRDMCGKP pertaining to 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 BRDMCGKP 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 source. ICMR-RMRCGKP and BRDMCGKP, can utilize each other facilities for research and other projects, subject to a prior consensus about the financial implications on a case to case basis.

AREAS FOR THE CO-OPERATION

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

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

ICMR-RMRCGKP and BRDMCGKP have agreed to

- 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.

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- ICMR-RMRCGKP and BRDMCGKP agreed to constitute a monitoring cell to look after the progress and review periodically.

RESPONSIBILITIES OF ICMR-RMRCGKP AND BRDMCGKP

1. ICMR-RMRCGKP and BRDMCGKP 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 BRDMCGKP shall submit a midterm progress report separately or jointly.
4. ICMR-RMRCGKP should help in the research, teaching, capacity building of BRDMCGKP.
5. BRDMCGKP 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 BRDMCGKP 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 accordance with the MOU. Both ICMR-RMRCGKP and BRDMCGKP, 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.

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ACADEMIC AND DEVELOPMENT PROGRAMMES

1. For the mutual benefits of the two institutions i.e., ICMR-RMRCGKP and BRDMCGKP there will be exchange of scientists of ICMR-RMRCGKP and faculty members of BRDMCGKP.
2. ICMR-RMRCGKP and BRDMCGKP scientists/faculty members will help each other in preparing common research programs.
3. ICMR-RMRCGKP scientists may visit to BRDMCGKP and may get involve in clinical practices in consultation with respective faculty/departments.
4. BRDMCGKP faculty may visit any research laboratory of ICMR-RMRCGKP and do research work in consultation with concern scientists/department/Director of the institute.
5. ICMR-RMRCGKP and BRDMCGKP will work closely to generate appropriately trained manpower in the related areas through organization of formal academic curricula, symposia and other capacity building programs.
6. Authorship of the papers will be decided by the respective guide/co-guide of the ICMR-RMRCGKP and concerned departments of the BRDMCGKP 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 BRDMCGKP then BRDMCGKP will maintain the fellowship).
8. ICMR-RMRCGKP scientists and faculty members of BRDMCGKP will work towards joint projects thereby mutually using leading research facilities developed and to be developed at ICMR-RMRCGKP and BRDMCGKP.
9. The faculty and students of the above-mentioned departments of BRDMCGKP 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 BRDMCGKP with prior permission of competent authority.
10. Any issue of IPR or patent originating as a result of mutual collaborative research work between BRDMCGKP and ICMR-RMRCGKP, will be shared by both the parties after mutual understanding.

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EFFECTIVE DATE, DURATION AND TERMINATION OF MOU

1. 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 Principal, BRDMCGKP, 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 Principal, BRDMCGKP and Director ICMR-RMRCGKP) will be binding to both the organizations.
3. The MOU shall terminate on the expiry of the said period, unless extended by both of the parties.
4. In the event of any disputes/differences between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation.

COMPLETION

1. The work envisaged to be done by ICMR-RMRCGKP/BRDMCGKP as assigned in their responsibility as detailed in the project in the assigned time line.
2. 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 BRDMCGKP.

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 BRDMCGKP
<p>Signature </p> <p>Date 01/7/2022</p> <p>Seal  DIRECTOR आईसीएमआर-आरएमआरसी, गोरखपुर ICMR-RMRC, GORAKHPUR</p> <p>Name - Dr. Rajnikant Designation Director</p>	<p>Signature </p> <p>Date</p> <p>Seal  PRINCIPAL B.R.D. MEDICAL COLLEGE GORAKHPUR</p> <p>Name Dr. Ganesh Kumar Designation Principal,</p>
<p>Witness</p> <p>1.  08.07.2022 Sr. Accounts officer ICMR-RMRC-GKP</p> <p>2.  08.07.2022 Dr. Gaurav Raj Dwivedi scientist - D</p>	<p>Witness</p> <p>1.  DR. AMRESH ICR. SINGH ASST. PROF & HEAD DEPT. OF MICROBIOLOGY BRD Medical College Gorakhpur</p> <p>2.  DR. JAMEEL HAIDER Associate Professor Dept of Pharmacology, BRD Medical College, Gorakhpur.</p>