MEMORANDUM OF UNDERSTANDING BETWEEN

All India Institute of Medical Sciences, Patna

AND

KING GEORGE MEDICAL UNIVERSITY, LUCKNOW- 226003, India

FOR FACILITATING

COLLOBORATIVE TRAINING, EDUCATION AND RESEARCH
MEMORANDUM OF UNDERSTANDING

This MoU agreed and entered into on this <u>February 2, 2015</u> between **All India Institute of Medical Sciences, Patna** (hereinafter called **AIIMS Patna** which expression shall where the
context so admits mean and include its successors administrator and permitted assigns) of the
first part.

And

King George Medical University (KGMU), Lucknow-226003, India (herein after called KGMU which expression shall where the context so admits, mean and include its successors administrators and permitted assigns) of the second part.

A. Preamble

- 1- Whereas the AIIMS Patna has the following mandate:
 - i. To provide state-of-the-art super-specialty medical facilities to all.
 - ii. To carry out basic, clinical and epidemiological research.
 - iii. Capacity building for increasing trained professionals in the field of health care.
- **2-** Whereas the **KGMU** is one of the oldest Medical College started in 1911 and became a medical university in 2002. It has state of art dental and medical facilities.

The AIIMS Patna and KGMU recognize their strengths in research and education in the discipline of science and education and mutual interest in engaging in academic and research works. This is therefore an opportunity for AIIMS Patna and KGMU to work together synergistically based on the complementarities of our objectives and of our strengths to facilitate collaborative training and research. AIIMS Patna and KGMU, both parties agree to establish a programme for collaborative training and research in areas of mutual interest and in accordance with terms and conditions set for in this memorandum of understanding.

B. Objectives

The goal of this Memorandum of Understanding between **AIIMS Patna** and **KGMU** is to foster collaborative training and research programme to provide advancement in scientific knowledge for the benefit of society by en-large.

C. Responsibilities

1. Joint collaboration

a) Whereas: Faculty members/Scientist of Members and **AIIMS Patna** desire to undertake collaborative research in the disciplines of science, medicine, biomedical, biotechnology and related areas.

- b) Whereas: Faculty members/scientist of **AIIMS Patna** and **KGMU** agree to jointly provide expertise and facilities in identifying and pursuing opportunities for formulation and submission of mutually agreed research projects and training programs.
 - c) Whereas: Faculty members Scientists of **AIIMS Patna** and **KGMU** agree to jointly submit research project to national and international funding agencies for extra mural funding.
 - d) Whereas: Faculty members Scientists of **AIIMS Patna** and **KGMU** agree to obtain approval from the institutional ethics committee as required by their respective institution before commencement of the actual work on research projects.
 - e) Whereas: Periodical meeting of the student's supervisors either at the premises of **AIIMS**Patna or KGMU will be held for regular reviews.
 - f) Both Parties and their designated and willing member or constituent, shall have joint ownership of Intellectual property right resulting from activities carried out under this collaboration subject to the conditions of the sources of funding if any, where applicable.

2. AIIMS Patna will facilitate the following:

- a) Whereas; Post graduate, and super specialty and Ph.D students registering with the **KGMU** will be allowed to carry out their research work in **AIIMS Patna** as per the requirement and approved plan of work.
- b) Whereas: Make available the existing facilities like laboratory, library, and others at the **KGMU** to the student for the approved project work.

3. The KGMU will facilitate the following:

- a) Whereas: The University shall recognize **AIIMS Patna** and specific disciplines/divisions/ departments as centers for conducting research work for the award of Post Graduate/Doctoral degrees.
- b) Whereas: The faculty /Scientists/Officers/of **AIIMS Patna** on their individual merits and in accordance with the University rules and regulation shall be appointed as supervisors for guiding research.
- c) Whereas: The University shall provide facilities (laboratories, library etc.) for conducting research work by the students without any cost involvement or implication.
- d) Whereas: Faculty/Scientist and the research fellows at **AIIMS Patna** may be allowed to register for doctoral programme for the award of postgraduate and Doctoral degree by the University, with the principal investigator or senior scientist from the **AIIMS Patna** or the University in the subject/field as the first choice as the supervisor.
- e) Whereas: **KGMU** shall undertake the entire work in respect of **AIIMS Patna** candidates including approval of synopsis, acknowledging submission of the thesis, deciding two

examiners from Indian Institution in the area of the work embodied in the thesis from the list of five experts submitted by the supervisors, dispatch of thesis to examiners and timely receipt of reports, issue of provisional certificate and any other work related to proper submission and award of the final degree.

- f) Whereas: No change of Supervisor or no co supervisors shall ordinarily be allowed. Change of supervisor and/or co supervisor may be allowed in special cases where research work of the candidate is likely to suffer on account of supervisor and /or co supervisor leaving the Institution or an account of his/her death or being unapproachable or when he/she is unwilling to continue to supervise the candidate or any other circumstances necessitating such a change.
- g) Whereas: Candidate seeking registration for the award of MSc/MS/MD/DM/MCh/ Ph.D degree of **KGMU** shall apply on the prescribed application form along with a Synopsis outlining proposed research and a Certificate from **AIIMS Patna** stating that necessary facilities for undertaking proposed research work are available and shall be made available to the candidate.

D. Modalities of cooperation and coordination

A coordination committee comprising of director of AIIMS Patna or his/her nominee, Vice chancellor of KGMU or his nominee who could be a faculty or scientist, will be responsible for setting up and implementing the envisaged academic and research activities. The manner of collaboration in research project is to be on a work sharing research basis, in which each party carries out a specific complimentary component of the larger project, and in turn obtains access to the total research output of that project. The committee shall meet at least once every year and review the progress on all activities carried out under this Memorandum of Understanding.

E. Exchange of Research, Scientific and Technical material

Research as imposed on exchange of material or in relation to other concerned areas imposed by the Indian govt. (as well as) rights of patients shall be enforceable along with all other statutory requirements. Both **AIIMS Patna** and **KGMU** agree to explore the ways to share teaching/learning materials and other relevant literature subject to institutional policy in subjects lie Oncology, Cardiology, Nephrology, Neurology, Nursing, Technicians, Laboratories, Paramedical and Research, and others.

F. Funding and Financial Liabilities

The activities carried out under this MoU will be financially supported by their respective institutions separately, and as mentioned from funding agencies permitting joint research. Student training and M.Sc./MS/MD/DM/M.Ch./Ph.D fees will be applicable as agreed above between both the parties. No Party will be financially liable for any claim or interested towards other party for any activity under taken under this MoU. Both parties will be keen to explore and finalize Public Private Academic Partnership model for building a strong eco and academic system.

G. Amendment, Tenure and Termination

This MoU can be amended only by a written consent duly signed by the signatories or their successors. The MoU between the said AIIMS Patna and King George Medical University, Lucknow, will come into force after getting approval from the competent authorities including signatories or their successors. The parties acknowledge and agree to fulfill requirements and to undertake all activities identified under this MoU. This MoU becomes effective from the date when signed by both the parties and will be valid for ten years, which may be extended for a period, suited by both the parties and will be valid for the parties. The confidentiality-maintaining period will be of three years from the date of expiry of MoU. Any party may cease its cooperation under this MoU by providing six month written notice to other party.

H. Arbitration clause

This MoU is a statement of intent of the parties to cooperate and is not legally binding upon the parties under any circumstances whatsoever. This MoU does not create legally enforceable rights, claim, interest, duty, or obligation in favour of either of the party as against the other party.

Prof. Ravi Kant Vice Chancellor,

KGMU, Lucknow

VICE CHANCELLOR

Pan Lant

King George's Medicar as wersity, Uttar Prades:

Lucknow

Cruish Kumar Single Prof. G. K. Singh

Prof. G. K. Singh Director, AIIMS Patna

निदेशक / Director अखिल भारतीय आयुर्विज्ञान संस्थान / A.I.I.M.S. पटना / Patna, बिहार / Bihar-801505.



