

**MEMORANDUM OF UNDERSTANDING
(MoU)**

between

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA,
BIHAR, INDIA**



and

**INDIAN INSTITUTE OF INFORMATION TECHNOLOGY
BHAGALPUR, BIHAR, INDIA**



भारतीय सूचना प्रौद्योगिकी संस्थान भागलपुर
Indian Institute of Information Technology
Bhagalpur

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MoU) is for cooperation in health education, teaching, training, research outreach programmes, medical services fields and other agreed activities for developing a collaborative arrangement.

This MoU is entered between:

All India Institute of Medical Sciences Patna situated at Aurangabad Rd, Phulwari Sharif, Patna, Bihar 801507, India (herein after referred as “**AIIMS Patna**”), an autonomous Institution constituted as an Institute of National Importance through an Act of Parliament under Ministry of Health & Family Welfare, Govt. of India. The Institute was established in September 2012. It is acting through **Director**, which expression shall, unless repugnant to the context, include its successor, administrators, assigns or legal representatives.

and

Indian Institute of Information Technology, Bhagalpur, Bihar-813210, India (herein after referred as “**IITBGP**”), is among the Institutes of National Importance through an Act of Parliament under Ministry of Education, Govt. of India in higher technological education and in engineering, basic and applied research. The Institute has also been the hub of interdisciplinary and transactional research with a potential for technology transfer and commercialization of the innovative research products. Apart from excellence in undergraduate, postgraduate programmes and research, IITBGP is regularly involved in cutting edge research, innovation and development. The Institute was established in August 2017. It is acting through **Director**, which expression shall, unless repugnant to the context, include its successor, administrators, assigns or legal representatives.

The **primary objective** is to promote interaction and collaboration amongst faculty members, scientists and students of the two institutions to carry out joint academic and research programmes, joint supervision of masters and doctoral students as well as, collaborative research projects. This document presents a general framework for such a relationship. It also includes some specifically identified areas of cooperation, which may be updated from time to time.

A. Scope of Cooperation

The following broad areas of cooperation are identified under this MoU. All programs will require approval of appropriate bodies/authorities on both sides before being started. Further, no program will be exclusive unless clearly stated.

- (i) **Academic Programmes:** Joint academic programs (degrees/certificates) or custom-built courses can be explored.



- (ii) **Coordinated Internship Programme:** Internship programmes for students from AIIMS Patna and IITBGP.
- (iii) **Joint research projects:** Explore opportunities of undertaking joint research projects and may seek research funding from external funding agencies. To develop academic projects such as collaborative research, teaching, technical cooperative, evaluation and publication. The human and technical resources which will contribute in designing and operating the program shall be specified from each institution. Also, the mechanism and action to evaluate, supervise and utilize the products of the aforementioned programs, shall be jointly established.
- (iv) **Micro-Specialization and Micro-Credit Courses:** Short modular courses designed for the undergraduate and postgraduate students of the two Institutions on a collaborative basis, with a vision of apprising them about some recent developments in advanced topics relevant to their respective domains and beyond.
- (v) **Exchange of Faculty/ Medical Professionals/Scientists/ Researchers/ Students/ Fellows:** Explore opportunities for interaction among the scientists, faculty members, as well as creating Adjunct and Visiting Faculty/Visiting Scientist positions. Similar exchange visits will be explored for students and Fellows.
- (vi) **Use of laboratory facilities and sharing of data:** The two institutions will explore the use of each other's facilities exchange and analysis of data, for education and research purpose on mutually agreeable terms and conditions. Each party agrees to respond appropriately for ensuring protection and privacy of the data shared in the process. Necessary approval will be taken, wherever required.
- (vii) **To promote bilateral co-operation in scientific research and education involving:**
- a. Teaching and exchange of scientific researchers
 - b. Organizing lecture, seminars and scientific meetings
 - c. Development of projects or common interest
 - d. Visits of faculty and students for the mutual benefits of both institutions
 - e. Co-operation in conduct of research (except finances).

B. Confidentiality

- i. Areas of cooperation may be added / deleted by mutual consent of the two parties. However, specific programmes may require separate agreements detailed out and documented to this MoU.
- ii. In all cases, the exchange of faculty members and visiting scholars will occur within the regulation of each institution and will take place on an individual basis.
- iii. The parties agree and acknowledge that the terms of this MoU and the discussions relating to the proposed collaborative activities are confidential including any information disclosed (whether in writing, verbally or by any other means) in relation



to the purpose of this MoU and neither party will disclose them without the prior written consent of the other party.

- iv. The confidentiality obligations under this MoU shall survive the termination or expiry of this MoU.

C. Intellectual Property

Each institution will adhere to the intellectual laws of India. Intellectual property (IP) developed during the visit of an exchange student/researcher/faculty will be governed by the rules of the host institute unless otherwise specified. The two institutions shall jointly own results of clearly defined collaborative projects and exchange programmes. Necessary approvals will be taken.

However, transfer of jointly developed technology and associated sharing of revenue shall be governed by a separate agreement. Both the institutions shall share the IP filing, maintenance and protection costs.

Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of this agreement. Furthermore, if one institution receives any BGIP from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

D. Brand and Logo

- i. This clause is intended to be legally binding.
- ii. Neither party to this MoU shall use or refer to the name, logo or any other designation of the other party without the prior written consent of that other party (such consent not to be unreasonably withheld or delayed). The parties shall immediately cease to use in any manner whatsoever such materials and the logos, trademarks or other intellectual property rights of the other party upon termination or expiry of this MoU for any reason.

E. Financing

The two institutions shall bear the costs of their respective parts of any programme when mutually agreed upon. For the joint endeavours, they will try to raise funding from various International and National funding agencies, Government and other bodies, as approved by competent authority. The host institute will make arrangements for local living including accommodation, food etc. at reasonable costs to visiting Faculty/Medical Professionals/ Scientists/Researchers/Students/Fellows.



F. Legal Conditions

- i. This MoU is a statement of intent and in no way intended to create legal or binding obligation on either Institution and serves only as a record of the institutions' current intention to enhance the relationship of the Institution going forward. This MoU does not create legally enforceable rights claim, interest, duty, or obligation in favour or either of the party as against other party.
- ii. All co-operation is on self-finance basis and none of the institutions is obliged to support each other financially for the purpose of this MoU.
- iii. The following designated nodal officer will manage and monitor the activities relating to the MoU on behalf of each party.

For AIIMS Patna Prof. Prem Kumar Professor & Head Dept. of Radio diagnosis Email: drpremk@aiimspatna.org Ph. No.: +91-9430212777	For IITBGP Dr. Sandeep Raj Assistant Professor, Dept. of Electronics & Comm. Engineering Email: sraj.ece@iiitbh.ac.in Ph. No.: +91-9386199102
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- iv. All students and faculty exchanges will be approved at the departmental and faculty level through the appropriate mechanisms as per defined procedures.
- v. For (the purpose of coordinating visits, correspondence and projects, exchange visitors will communicate with a counterpart in the institutions where cooperative research or teaching occurs.
- vi. All risk procedures within the policy structure as defined by concerned institution will be carried out and reported on before any exchanges take place.
- vii. Before any particular cooperative project or program is initiated, all financial detail shall be negotiated specially allocation to effect by administration authorities. Notwithstanding anything contained in this MoU, each institution will remain responsible for their own initiative in level of finance.
- viii. Cooperative projects requiring financial support shall not be initialed in the expectation or support by either institution before such funding has been explicitly agreed to and counted by written consent and a further agreement would be required.
- ix. In case of any dispute or difference relating to this MoU, both parties agree to resolve the same through mediation before going to arbitration or litigation.
- x. Either party may terminate this MoU with six months advance written notice to the other party. Competent courts in Patna shall have exclusive jurisdiction.



- xi. Both parties of this MoU agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate achievement of goals set under this MoU.
- xii. AIIMS Patna would give preference to IITBGP faculty, students & staffs for providing medical facilities for patients care.

G. General

- i. The parties agree that they will comply with the relevant rules, regulations, policies and procedures of the other organization to the extent necessary for the purposes of the implementation and operation of this MoU.
- ii. The visiting Faculty/ Medical Professionals/Scientists/ Researchers/ Students/ Fellows will abide by the codes of conduct of the host Institution.
- iii. Nothing in this MoU shall be deemed to constitute a partnership between the parties or constitute any party the agent of any other party for any purpose or entitle any party to commit or bind any other party in any manner or give rise to fiduciary duties by one party in favour of any other.
- iv. The terms of this MoU can be amended by mutual agreement in writing by the parties.
- v. The terms and provisions of this MoU are intended solely for the benefit of the parties hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.
- vi. Neither party shall be entitled to assign or transfer or purport to assign or transfer any of its rights or obligations under this MoU except with the prior written consent of the other party concerned.
- vii. This MoU may be entered into in 2 (Two) counterparts each of which, when executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.
- viii. The two institutions agree not to discriminate against any person because of age, sex, national origin, race, ancestry, color, religious creed disability or handicap, and sexual orientation. Neither institution shall impose criteria for the exchange of faculty, medical professionals, scientists, researchers, fellows and students that would violate the principles of nondiscrimination.






H. Validity

This MoU signed on July 14, 2021 is valid for an initial period of five years and becomes effective from the date it is signed by the parties. The MoU period may be extended by



mutual consent. In case one partner wishes to terminate the MoU, intimation will have to be sent at least six months in advance. However, specific commitments made prior to such intimation or natural expiry of this MoU shall be honored by both the parties.

In witness thereof, the parties herein have appended their respective signatures the day and the year above stated:

<p>Signed For and on behalf of All India Institute of Medical Sciences (AIIMS), Patna, (Bihar), INDIA-801507.</p> <p>Authorized Representative:</p> <p>Signature: </p> <p>Seal: </p> <p>Name: Prof. Prabhat Kumar Singh Designation: Director Date: 15.07.2021</p> <p>Witness:</p> <p>Signature: </p> <p>Name: Dr. Prem Kumar Designation: Nodal Officer</p>	<p>Signed For and on behalf of Indian Institute of Information Technology Bhagalpur (IIIT), Bhagalpur, (Bihar), INDIA-813210.</p> <p>Authorized Representative:</p> <p>Signature: </p> <p>Seal: </p> <p>Name: Prof. Arvind Choubey Designation: Director Date: 15.07.2021</p> <p>Witness:</p> <p>Signature: </p> <p>Name: Dr. Sandeep Raj Designation: Nodal Officer</p>
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