

MEMORANDUM OF UNDERSTANDING
BETWEEN
BHOPAL MEMORIAL HOSPITAL AND RESEARCH CENTRE (BMHRC)
INDIAN COUNCIL OF MEDICAL RESEARCH
DEPARTMENT OF HEALTH RESEARCH (MH&FW)
AND
KING GEORGE MEDICAL UNIVERSITY, LUCKNOW
FOR FACILITATING
COLLOBORATIVE TRAINING AND RESEARCH

Rani Kant



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KING GEORGE MEDICAL UNIVERSITY, LUCKNOW- 226003, India

**FOR FACILITATING
COLLOBORATIVE TRAINING AND RESEARCH**

MEMORANDUM OF UNDERSTANDING

This MoU agreed and entered into on this 28th..day of..June, Two Thousand and Fourteen between **Bhopal Memorial Hospital and Research Centre**, Raisen Bypass Road (**BMHRC**), Karond , Bhopal , M.P. , India -462038, *Indian Council of Medical Research, Department of Health Research, Ministry of Health and Family Welfare, Government of India* (hereinafter called **BMHRC** 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

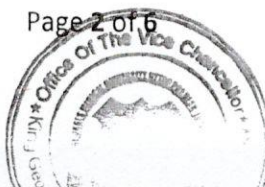
(herein after called **KGMU** which expression shall where the context so admits, mean and include its successors administrators and permitted assigns) of the second part.

A. Preamble

1. Whereas the **BMHRC** has the following mandate:

- i. To provide state-of-the-art super-specialty medical facilities to all registered gas victims and their entitled dependents and public by enlarge.
- ii. To carry out basic, clinical and epidemiological research.
- iii. To determine long-term effects of Methyl Isocyanate (MIC) on human tissue and to plan treatment modalities based on the findings.
- iv. Capacity building for increasing trained professionals in the field of health care.

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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 **BMHRC** 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 **BMHRC** and **KGMU** to work together synergistically based on the complementarities of our objectives and of our strengths to facilitate collaborative training and research. **BMHRC** 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 **BMHRC** 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 **BMHRC** desire to undertake collaborative research in the disciplines of science, medicine, biomedical, biotechnology and related areas.
- b) Whereas: Faculty members/scientist of **BMHRC** 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 **BMHRC** and **KGMU** agree to jointly submit research project to national and international funding agencies for extra mural funding.
- d) Whereas: Faculty members Scientists of **BMHRC** 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 **BMHRC** 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.

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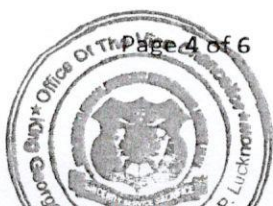
2. BMHRC will facilitate the following:

- a. Whereas; Post graduate, and superspeciality and Ph.D students registering with the **KGMU** will be allowed to carry out their research work in **BMHRC** 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.

2. The KGMU will facilitate the following:

- a. Whereas: The University shall recognize **BMHRC** and specific disciplines/divisions/ departments as centres for conducting research work for the award of Post Graduate/Doctoral degrees.
- b. Whereas: The faculty /Scientists/Officers/of **BMHRC** 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 **BMHRC** 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 **BMHRC** 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 **BMHRC** 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 **BMHRC** stating that necessary facilities for undertaking proposed research work are available and shall be made available to the candidate. Candidate employed at **BMHRC** or elsewhere shall also submit a no objection certificate from the employer.
- h. Whereas: The **KGMU** shall charge prescribed annual fee from each candidate registered with **KGMU** until the time of submission of their thesis. The Annual

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Fee to the university shall be payable in advance for each commencing year failing which his/her registration may be cancelled.

D. Modalities of cooperation and coordination

A coordination committee comprising of director of BMHRC or his 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 **BMHRC** and **KGMU** agree to explore the ways to share teaching / learning materials and other relevant literature subject to institutional policy.

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 MSc/MS/MD/DM/MCh/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.

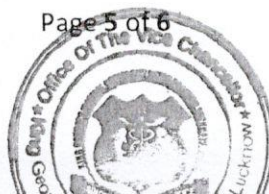
G. Amendment , Tenure and Termination

This MoU can be amended only by a written consent duly signed by the signatories or their successors. The MoU between the said BHOPAL MEMORIAL HOSPITAL AND RESEARCH CENTRE, BHOPAL 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

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enforceable rights, claim, interest, duty, or obligation in favour of either of the party as against the other party.

Manoj
Prof Manoj Pandey
Director BMHRC, Bhopal

PROF. MANOJ PANDEY
DIRECTOR
BHOPAL MEMORIAL HOSPITAL
& RESEARCH CENTRE, BHOPAL



Ravi Kant
Prof. Ravi Kant
Vice Chancellor,
KGMU, Lucknow

VICE CHANCELLOR
King George's Medical University, Uttar Pradesh
Lucknow

