

**MEMORANDUM OF UNDERSTANDING FOR RESEARCH COLLABORATION**

**BETWEEN**

**PRINCIPAL SHRI LAL BAHADUR SHASTRI GOVERNMENT MEDICAL COLLEGE  
AND HOSPITAL MANDI AT NERCHOWK DISTT. MANDI (H.P)**

**AND**

**INDIAN INSTITUTE OF TECHNOLOGY (IIT), MANDI, HIMACHAL PRADESH,  
INDIA**

This Memorandum of Understanding ("MoU") is effective as of the 13-5-25 ("Effective Date") by and between **PRINCIPAL SHRI LAL BAHADUR SHASTRI GOVERNMENT MEDICAL COLLEGE AND HOSPITAL MANDI AT NERCHOWK DISTT. MANDI (H.P) -175008** herein referred to as **SLBSGMCH** which term shall unless is repugnant to the context include its successors, representatives, administrators and permitted assigns of the **FIRST PART**,

And

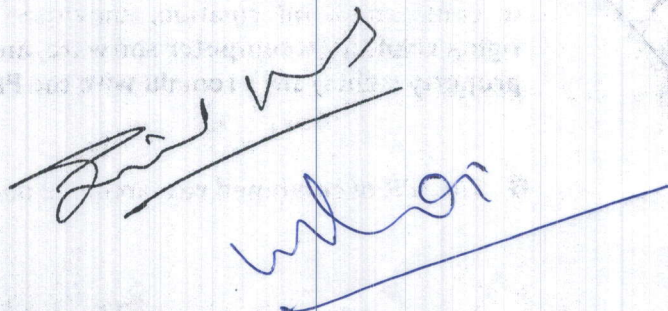
**Indian Institute of Technology Mandi**, is a body corporate incorporated under the Institutes of Technology Act, 1961 and having its office at **VPO Kamand, District Mandi - 175005, INDIA**, is a research and educational institution of national importance, hereinafter referred to as "**IITMandi**" which term shall unless is repugnant to the context include its successors, representatives, administrators and permitted assigns of the **SECOND PART**,

The aforesaid institutions are hereinafter referred to individually as the Party and collectively as the Parties.

**Introduction:**

IITMandi is one of the premier institutes to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country. IITMandi imparts and undertakes cutting-edge research in various areas of science, engineering, and humanities.

**PRINCIPAL SHRI LAL BAHADUR SHASTRI GOVERNMENT MEDICAL COLLEGE AND HOSPITAL MANDI AT NERCHOWK DISTT. MANDI (H.P). (SLBSGMCH).** The SLBSGMCH has start its functioning during the year 2016. This institution is working under the Director Medical Education & Research Himachal Pradesh. This institution is providing health facilities to the general public and providing education to MBBS students. Nursing College is also functioning under this institution and providing education to the students of B.Sc. Nursing, Post Basic Nursing and M.Sc. Nursing. SLBSGMCH Mandi at Nerchowk is affiliated with the Atal Medical and Research University.

Handwritten signatures and lines, likely representing the authorized representatives of the Principal of SLBSGMCH and the Indian Institute of Technology Mandi.

The faculty member(s) of IIT Mandi involved in this MoU or in any project specific agreement will receive/disclose Confidential Information on behalf of IIT Mandi. He/She/They will execute the obligations of non-disclosure of Confidential Information received from SLBSGMCH.

The Parties wish to work towards promoting academic cooperation. The degree of mutual interest is so great that considerable advantage may be gained from their pursuit on a collaborative basis.

**NOW THEREFORE IN CONSIDERTION OF THE MUTUAL COVENANTS, CONTAINED HEREIN, THE PARTIES HERE TO AGREE AS FOLLOWS:**

**1. Object:**

Both the Parties agree to collaborate towards promoting academic cooperation. The purpose of this Agreement is to develop scientific, academic, and educational cooperation based on equality and reciprocity and to promote relations between Faculty, SLBSGMCH and IITMandi under the mutual understanding of the Parties (hereinafter referred to as the "Academic Cooperation").

The Parties undertake to promote and develop the Academic Cooperation as follows:

- (1) Exchange of academic staff, administrative staff, and students;
- (2) Joint co-supervision for graduate research students registered at IIT Mandi;
- (3) Joint data collection and sharing;
- (4) Academic and research collaboration in the areas of mutual interest;
- (5) Exchange of academic information, scholarly information, materials, and publications;
- (6) Conducting cooperative seminars, workshops, and other academic meetings in physical or virtual formats for students and faculty from both institutions; and,
- (7) Adjunct faculty appointments from one institution in the other institution.

The Parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangements for collaboration. The terms and conditions for such activity such as deliverables, funding, developers, intellectual property will be specified in a separate project specific arrangement.

**2. Intellectual Property Rights:**

Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it.

- The IPR of combined research will bear the logo of both institutes.

- In case of IPR research of patent and commercialization are with one party, the other party may be given the benefit of combined research free of cost for institution and benefit of patients.

However, Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

**3. JWC (Joint Working Committee) shall be created from 4 to 5 members from each institute.**

- The JWC shall be responsible for:

1. Identification of common topic of interest of particular strategic importance to the research & cooperation between both the parties and shall proposed/prioritize topics for joint funding.
2. Development and running of academic courses on topic of mutual interest.
3. Providing and overview and overall direction to the program.
4. Review of the progress and recommending oversight and support mechanism to the both parties for smooth operations of the program.
5. The JWC shall also work as dispute resolving body.

The committee shall meet every 3 monthly to monitor the progress & suggest further directions

**4. ETHICAL ISSUES/ TRANSFER OF BIOLOGICAL MATERIAL/DATA SHARING**

- Both the Parties mutually agree on the importance of the protection of human and animal subjects in any health program/research. In recognition of this, both Parties shall adopt laws and regulations on the protection of human and animal subjects, including the transfer of biological material and intend to follow the same in accordance with the applicable laws, regulations, and policy of each party.
- Matters related to the transfer to biological material and research projects shall receive with the prior approval on each side as per the existing rules and regulations of each Party.
- Both Parties agree with each other that the investigations in pursuant of the work under this MOU can share their published findings with the relevant institutions articulating how the work informs policy and practice in both the institutes.

*[Handwritten signatures and initials in blue ink]*

- Patient compensation for any adverse event related to research (if any) shall be borne by the parties according to share in the profit earned through commercialization/patent rights.

**5. Effective date, duration, termination of the MoU:**

The MoU shall be effective from the effective date and shall remain in force for a period of five (5) years. The Party may extend the term in writing. The MoU may be terminated by either Party by giving a written notice of six (6) months to the other Party, mentioning sufficient cause for such termination. However, both the Parties will ensure that the provisions of this MoU shall continue to apply to all activities in progress until their completion. Clauses 3, 5, 6, 7, 8, 9, 10, and 11 shall survive the termination or expiration of this MoU.

**6. Confidentiality:**

- a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- b. Confidential information includes information:
  1. Disclosed by or on behalf of the Disclosing Party to the Receiving Party.
  2. Otherwise learnt or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or,
  3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree or care to maintain the information confidential as Receiving Party uses in maintaining as confidential its own confidential information, but always at least a reasonable degree of care; due diligence will be taken by both the Parties in maintenance of confidential information.
- d. The Receiving Party will use the confidential information only for the above mentioned purpose.
- e. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent or affiliated companies of Receiving Party having a need to know such information in order to accomplish the purpose stated above.
- f. This MoU imposes no obligations on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
  1. was known to Receiving Party prior to disclosure by Disclosing Party,
  2. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
  3. is or becomes generally known or publicly available other than by unauthorized disclosure,
  4. is independently developed by Receiving Party,

5. is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party.
6. is required by law or decree.
- g. The confidential information shall remain the sole property of the Disclosing Party.
- h. The obligation of non-disclosure of confidential information shall survive for 3 years after expiry/termination of this MoU.

**7. No Liability:**

Neither Party, nor any of their affiliates nor their or their affiliates respective directors, officers, employees, subcontractor or agents shall be liable to the other Party for any special, incidental, indirect or consequential damages (including, but not limited to, contract, negligence and tort liability) in connection with or arising out of this MoU.

**8. Independent Contractors:**

For the purpose of this MoU, the Parties hereto are independent contractors and nothing contained in this MoU shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures.

**9. Assignment:**

This MoU shall not be assigned by either Party without the prior written consent of the other, to any third party. In case of any such assignment, the party taking up the assignment shall succeed to the rights, benefits, titles, duties, interest and obligations and liabilities of the Party making such an assignment under the MoU.

**10. Amendment:**

Any amendment or variation to this MoU shall be made by a written MoU between the Parties.

**11. Arbitration and Governing Law:**

This MoU shall be constructed, governed, interpreted and applied in accordance with the laws of India and the courts of Mandi shall have the execution jurisdiction.

The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this MoU by negotiation. If the matter cannot be resolved in the normal course of business, within ten (10) days after the dispute arises, any interested Party shall give the other Party written notice of any such dispute not resolved, after which the dispute shall be referred to the Director, IIT Mandi and **Principal, SLBSGMCH** who will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. In case an amicable settlement of any disputes arising out of or relating to this MoU is not achieved within thirty (30) days after written notice is received, such dispute shall be referred to arbitration under the Rules of Arbitration and Conciliation Act, 1996 (as amended from time to time), by one (1) sole arbitrator appointed in accordance with said Rules. The seat of the arbitration shall be Mandi. The arbitration shall be conducted in English language and the

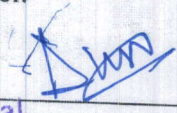
award shall be final and binding upon the Parties. Each Party shall bear its own costs of the arbitration unless the arbitrator otherwise directs.

12. This Agreement is not intended to be legally binding. Nothing, therefore, shall diminish the full autonomy of either Party, nor shall any constraints be imposed by either Party upon the other Party in carrying out this Agreement.

IN WITNESS THEREOF, the Parties hereto have signed this MoU on the Effective Date mentioned hereinbefore.

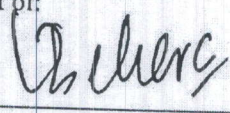
For and on behalf of:  
SLBSGMCH

Date:

  
Principal,  
SLBSGMC & H Mandi  
at Nerchowk

For and on behalf of:  
IITM

Date:

  
Director  
IIT Mandi (H.P.)  
Pin - 175075

