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भारतीय आयुर्विज्ञान अनुसंधान परिषद INDIAN COUNCIL OF MEDICAL RESEARCH

वी. रामलिंगस्वामी भवन, अन्सारी नगर, पोस्ट बॉक्स 4911, नई दिल्ली - 110 029 V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, POST BOX 4911, NEW DEL.HI - 110 029

No.16/58/2015-Admn.H

Dated: 11.5.2015

To

The Directors/Officers-in-Charge, of all permanent Institutes/Centres of the Council.

Subject:

Memorandum of Understanding between Indian Council of Medical

Research, New Delhi and Bundhelkhand University, Uttar Pradesh.

Sir/Madam,

I am directed to send herewith a copy of Memorandum of Understanding between Indian Council of Medical Research, New Delhi and Bundhelkhand University, Uttar Pradesh signed on 20th March, 2015 at ICMR Hgrs. Office, New Delhi for your information and necessary action.

This issues with the approval of Competent Authority.

Yours faithfully,

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(Bharat Bhushan) Administrative Officer for Director-General

Encl: As above

Copy to:-

- 1. PS to DG, ICMR.
- 2. PS to Sr. DDG (A), ICMR and acting Sr. FA, ICMR.
- 3. All Divisional Heads.
- 4. ADG (AX), (JP), ICMR.
- 5. All Sr. A.O.s/Sr. ACOs/AOs/ACOs.
- 6. All Technical Divisions.
- 7. Accounts-V & VI.
- 8. DDO/Admn.IV.
- BIC Section: for uploading the circular on ICMR website.





MEMORANDUM OF UNDERSTANDING

between

INDIAN COUNCIL OF MEDICAL RESEARCH NEW DELHI

and

BUNDHELKHAND UNIVERSITY, UTTAR PRADESH

MEMORANDUM OF UNDERSTANDING

between

INDIAN COUNCIL OF MEDICAL RESEARCH

NEW DELHI

and

BUNDHELKHAND UNIVERSITY, UTTAR PRADESH

This Memorandum of Understanding (MoU) entered into and executed on March 2015, between

Indian Council of Medical Research, a society registered under the Societies Registration Act 1860, having its registered office at, V Ramalingaswami Bhawan, Ansari Nagar, New Delhi 110029 (here in after referred to as 'ICMR' as the context permits).

and

BU, Uttar Pradesh is an UGC recognized University, having its office at Bundhelkhand University, at NH-25 Jhansi – Kanpur Road, Jhansi PIN 284128 (UP)

Indian Council of Medical Research (ICMR) established in 1911, is an apex body in India for the formulation, coordination and promotion of biomedical research. The council is engaged in conducting and promoting research in various areas of biomedical science through its 32 permanent institutes/centers and through Headquarters using task force approach as well as providing financial assistance to adhoc research studies submitted by individual scientists from different parts of the country. The Council's priorities coincide with National Health Priorities such as control and management of communicable diseases, fertility control, maternal and child health, nutrition and research on major non-communicable diseases like cancer, cardiovascular diseases, diabetes and other metabolic and hematological disorders, mental health research and drug research (including traditional remedies).

Whereas, Bundhelkhand University, Jhansi Uttar Pradesh, India having its office at NH-25 Jhansi - Kanpur Road, Jhansi PIN 284128 (UP) here in after referred to as BU, it came into

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existence on August 26, 1975 vide Govt, of Uttar Pradesh notification no. 10/15-60/74 under the provision of the Uttar Pradesh University act.

BU rated as the best University by the UP State Govt. for the consecutive years 2008-09 to 10-11. Ministry of higher education, Uttar Pradesh Govt. awarded Central of excellence for their 03 Institutes in the field of Earth Science, food Technology and Tourism and hotel management. The BU has fast transformed into a University of excellence offering opportunities to the inspiring youths to pursue higher education, applied research and professional training according to aptitude professional.

The BU is imparting education through its various Professional and Technical courses at graduation and post-graduation.

BU recognized by University Grant Commission under section 12-B act of 1956 Over 100,000 students are in 162 affiliated colleges and 26 Institute of higher learning. Over 55 colleges are in process of NAAC accreditation.

Whereas, both parties which ICMR and BU realize that in the current context working together is important to promote collaborative Research in the discipline of science, Medicine, biomedical, Biotechnology and related areas.

Therefore both parties are agreeable to enter into a MoU for working and cooperating which each other and using their respective expertise, knowledge and resources.

Article: I Principal of Cooperation

ICMR, New Delhi and BU, Jhansi, Uttar Pradesh agree to develop their academic links especially in the fields of research works for the award of post graduate/ doctoral degree common interest and mutually complementary other activities.

- 1. To promote institutional and individual contacts among scholars, students and personnel of both the institutes.
- 2. To provide opportunities for both faculty, scientists, staff and students to make optimal

 —use of the expertise and facilities available in both the organizations through training of

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- 3. To work jointly for the common research interest at national and international levels. This includes preparation of proposals and their implementation as per the National Health Priorities.
- 4. To support the exchange of academic, research and training material.
- 5. To share experiences, expertise and best practices concerning institutional administration and management.
- 6. To encourage any other activities that both the institutions agreed upon for mutual benefits.

Article II: Areas of Cooperation

- 1. Scientists/ Staff working in ICMR or using ICMR facilities may be enrolled as full time Scholars for PhD Programmes to be awarded by BU. The thesis supervisor will be from Institutes/centers of ICMR fulfilling the eligibility criteria as per BU PhD Ordinance.
- 2. PhD students working in BU may carry out a part of their research work in ICMR Institute/centers and vice-versa depending upon requirements, or as per BU PhD Ordinance.
- 3. Students of M.Sc. from BU may undertake their thesis work in ICMR Institute/Centers. Advisor will be from BU and Co-advisor from ICMR Institutes/ Centers (Scientists C and above).
- 4. The scientists/staff intending to enroll at BU for PhD programme from ICMR Institutes/Centers shall appear only for a personal discussion and a presentation to Research Degree Committee (RDC) at BU, Uttar Pradesh.

The constitution of RDC shall be as given in BU PhD Ordinance:

5. BU will grant interdisciplinary PhD registration under the broad area of biomedical Sciences. For example, M.Sc. (Nutrition) may be allowed to register for PhD in Biotechnology and likewise.

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- 6. The final copies of the PhD thesis must contain the following copyright certificate in the Beginning of the thesis, on the left side of cover page @Indian Council of Medical Research &BU.
- 7. Award of Academic/Research degree will be governed by UGC norms and regulations, PhD, Ordinance of BU, and UP State University Act.
- 8. ICMR students/staff will be charged a fee decided for students/staff covered upon MoU with BU and also given in PhD, Ordinance of B.U.
- 9. Scientists of ICMR may deliver lectures in areas of their specialization to students of BU as Visiting Faculty on days and timings prearranged on mutual consent.
- 10. ICMR Institutes/Centers will provide regular short term project training to the students of BU in their areas of specialization and vice versa.

Article III. Duration and Termination of the MoU

- 1. This MoU is effective as of the date of signatures by the Authorities of ICMR and BU.
- 2. This MoU is valid from the Date of execution by the Parties and shall remain in effect initially for FIVE YEARS, and thereafter can be renewed.
- 3. This MoU may be amended at any time by written mutual consent.
- 4. This MoU may be terminated by either party by the provision of written notice of termination not less than six months prior to the desired termination date. However, both parties agree that all continuing obligations to students, staff funding bodies or other entities are met in full subsequent to the notice of termination.
- 5. The termination of this MoU shall not affect the rights or obligations or either party regarding any binding offer or firm obligation approved and agreed to either party prior to the termination date.
- 6. In event of any dispute/s arising between the parties hereto, it shall be Endeavour of both the parties to first make an attempt to resolve the dispute amicable by mutual discussion and deliberation, failing which the dispute shall be referred to Arbitration. The Arbitration shall be conducted as per the provisions of Arbitration and Conciliation Act.

 1996 The Arbitral Tribunal shall consist of a Sole Arbitrator, to be appointed mutually by both the parties. The Jurisdiction of Arbitration shall be Delhi. The language of

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Arbitration shall be English. The Award of the Tribunal shall be final and binding of the both parties.

Article IV - Miscellaneous

- 1. If any provision of this Memorandum is held by any court or other competent authority to be illegal, void or enforceable in whole or in part, this Memorandum shall continue to be valid as to the other provisions therefore and the remainder of the effected provision.
- 2. Nothing in this MoU constitutes or to be construed a party as the partner, agent employee or representative of the other party. A Party must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligation on behalf of or pledge the credit of the other Party without the prior written approval of the other Party.
- 3. The parties agree to comply with all laws applicable within the jurisdiction of the signatories below.
- 4. Data generated through such collaborative research will be published in scientific journals jointly.
- 5. Any IPR generated by collaborative research will be shared jointly.

IN WITNESS Whereof the parties hereto have executed this MoU or caused it to be executed in their names and on their behalf by their duly authorized representatives on the date set forth.

(Shri T. S. Jawahar, IAS)

Senior Deputy Director General (Admin)

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Indian Council of Medical Research

Ansari Nagar, New Delhi

Prof Avinash Chandra Pandey

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Vice Chancellor

Bundelkhand University

Jhansi, U.P.

Date: 20th March-2015

Place: New Delhi