



MEMORANDUM OF UNDERSTANDING

Between

INDIAN COUNCIL OF MEDICAL RESEARCH NEW DELHI

And

AMITY UNIVERSITIES & INSTITUTIONS

This Memorandum of Understanding (MoU) entered into and executed on 22nd Nov., 2019 between Indian Council of Medical Research (ICMR), a society registered under the Societies Registration Act 1860, having its registered office at, V. Ramalingaswami Bhawan, Ansari Nagar, New Delhi 110029 (hereinafter referred to as 'ICMR' as the context permits).

and

Amity Universities and Institutions (AU) a UGC recognized University, having its office at Sector 125, Noida 201303, Uttar Pradesh (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 26 permanent Institutes/Centers and through Headquarters using task force approach as well as providing financial assistance to ad-hoc 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, **Amity University** is the leading education group with 12 universities in India and 17 Campuses abroad with over 1,50,000 students studying across 2000 acres of hi-tech campus. Amity University has It is recognized by University Grants Commission (UGC) and is accredited by NAAC (National Accreditation and Assessment Council) with grade A+. Amity Universities are one among the many reputed Educational & Research Institutions sponsored by Ritnand Balved Education Foundation (RBEF) and established under UP State Act No. 11 of 2005 and recognized by UGC under Section 2F of UGC Act of 1956.

Whereas, both parties viz. ICMR and AU realize that in the current context, working together is important to promote biomedical sciences using facilities and expertise at both the organisations. Therefore, both parties are agreeable to enter into a MoU for working and cooperating with each other and using their respective expertise, knowledge and resources for mutual benefit.

Article I: Principle of Cooperation

ICMR and AU agree to develop their academic links especially in the fields of, Medical Sciences, Health Care, Nutrition, Life Sciences and Social Sciences under the principles of mutual understanding, common interest and mutually complementary other activities:

1. To promote institutional and individual contacts among scholars, students and personnel of both the institutions.
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 faculty/students/staff and through exchange of thoughts and ideas by brainstorming sessions/seminars/workshops and meetings etc.
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. Students working in ICMR or using ICMR facilities may be enrolled for Ph.D programmes to be awarded by Amity University on the concession of 90% on their total fee.
2. The thesis supervisor will be from Amity University where as Co-Supervisor will be from Institutes/Centers of ICMR at the level of Scientist-E or above,. Other Co-Supervisor(s) may be taken from any other ICMR Institutes/Centers or Amity University or any other institute of the country or abroad depending upon requirements but not exceeding a total of 3 supervisors and co-supervisors.
3. Ph.D. students working at Amity University may carry out a part of their research work in ICMR Institutes/Centers and vice-versa depending upon requirements.
4. Students of M. Sc. from Amity University may undertake their thesis work in ICMR Institutes/Centers. Advisor will be from Amity University and Co-advisor from ICMR Institutes/Centers or Vice-Versa. (Scientist-C and above).
5. The final copies of the Ph.D 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 & Amity University.
6. Award of Academic/Research degree will be governed by UGC norms and regulations and AU Act.
7. Scientists of ICMR may deliver lectures in areas of their specialization to students of Amity University as Visiting Faculty on days and timings pre- arranged on mutual consent.
8. ICMR Institutions/Centers will provide regular short term project training to the students of Amity University 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 Amity University.
2. This MoU is valid from the Date of execution by the Parties and shall remain in effect initially for THREE 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 of 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 amicably 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 Arbitration shall be English. The Award of the Tribunal shall be final and binding on 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 unenforceable 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.

Balram Bhargava

**Prof.(Dr.) Balram Bhargava,
Secretary, DHR
Director General, Indian Council of Medical
Research**

W. Selvamurthy

**Dr. W Selvamurthy
President, Amity Science, Technology & Innovation
Foundation
Amity University**

Date: 22nd November, 2019

Place: New Delhi

Witness-1: *[Signature]*

(Dr. S. T. K. J.)
Addl. Dir., ICMR

Witness-2: *[Signature]*

(Dr. N. C. JAIN)
Sr. Secy. Genl., HRD
ICMR Hqs New Delhi

Witness-1: *[Signature]*

(DR LALIT M. BHARADWAJ)
V.P. ASTIF

Witness-2: *[Signature]*

(DR NUTAN KAUSHIK)
D.G. FOOD & AGRICULTURE FOUNDATION