

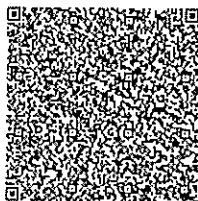
सत्यमेव जयते

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called MOU) between Sanjay Gandhi Post Graduate Institute of Medical sciences, Lucknow, India (herein after called SGPGI) and Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur whose address is Civil Lines, Gorakhpur (U.P.) - 273009 India (herein after called "DDUGU") entered into on this(day)(month)..... (year).

Preamble:

Whereas SGPGI is a superspeciality hospital, established by Govt. of Uttar Pradesh, as a centre of excellence for providing medical care, education and research of high order and is chartered to function as a university under this state act.

Whereas Deen Dayal Upadhyaya Gorakhpur University (DDUGU) is a residential-cum-affiliating State University established in 1957 by the Uttar Pradesh State Universities Act. It is first to be established in Uttar Pradesh after Independence, playing a significant role in imparting holistic education and research to contribute meaningfully to regional and national development for the people of the Eastern region since its inception.

Whereas (SGPGI) and (DDUGU) are willing to jointly participate in the development of collaborative research, academic exchanges and to explore other avenues for possible collaboration where expertise exists and can be mentored by either or both of them and also to provide higher education opportunities for faculty, support staff and students of SGPGIMS and DDUGU. A coordinator shall be appointed on each side to monitor and ensure progress during the MOU.

Scope of MOU

This MOU will cover the joint efforts of Sanjay Gandhi Postgraduate Institute of Medical Sciences, Lucknow, India and Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur in the area of communicable and non-communicable diseases, social health awareness programs, animal model development and collaborate to promote, facilitate and implement cooperation in the following programs and activities.

Furnish full details of the work to be done:

1. **Collaborative Research Programs in specific fields of interest** - SGPGI and DDUGU will jointly identify specific fields to conduct collaborative research programs of mutual interest and benefit to both parties. It should also include technical inputs for development of protocols for collaborative projects.

2. **Submission of Joint projects-** Project proposals may be jointly submitted to UGC, SERB, ICMR, DBT, UPDST or any other funding agencies for extramural funding for carrying out further studies of selected project/fields.
3. **Faculty Exchange Programs-** SGPGI and DDUGU wish to develop academic exchanges and cooperation in teaching and research in furtherance of the advancement and dissemination of learning.
4. **Student Exchange Programs-** Exchange programs for students will be explored and conducted accordingly which will be mutually beneficial for both parties.
5. **Sharing of instrumentation facilities and Joint Programs:** Sharing of Instrumentation facility for research in various human diseases and organizing jointly symposia, workshops, scientific conference, and societal health awareness programs in the areas of mutual interest.

Responsibilities of SGPGI

1. SGPGI faculty and scientists will work towards joint projects with faculty members of Departments of Zoology, Biotechnology, Microbiology and Environmental science etc. of DDUGU, on request and subject to mutual using leading research facilities developed and to be developed at SGPGI, Lucknow and DDUGU.
2. The collaborators shall initiate the work after obtaining necessary approval of the research project from Institutional Human Ethics Committee and Institutional Animal Ethics Committee of SGPGI and DDUGU respectively.
3. A student working at SGPGI, Lucknow can be registered for Ph.D. degree at DDU Gorakhpur University provided he qualifies RET and is eligible for Ph.D. registration as per the Ph.D. ordinance of the university. In that case, a faculty member of the department, in which the student is registered, will be the supervisor and the concerned faculty/scientist from SGPGI will be the co-supervisor. In all cases, Ph.D. ordinance of the university will be applicable as and when required.
4. Research students of DDUGU working overlapping areas can do relevant Pre-PhD Course at SGPGI, Lucknow and their credit shall be counted.
5. The faculty and research students of the above-mentioned departments of DDUGU shall be allowed to use library of SGPGI subject to prior permission of the Director. Faculty and Ph.D.

students of SGPGI shall likewise be given the library facilities at DDUGU with prior permission of competent authority.

Responsibilities of DDUGU

1. DDUGU will register the research students for PhD with work place in SGPGI, While registering SGPGI students for PhD degree in DDUGU, the ordinance related to PhD degree of DDUGU will be applicable.
2. DDUGU will provide the place and existing instruments for the work of collaborative projects.
3. Both parties acknowledge the importance of protection of human and animal subjects in any research activity. Matters related to the transfer of biological material should receive prior approval on each side by the competent authority according to the existing rules and regulations of each party.
4. DDUGU will agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations and other international agreements to which both parties are signatories.

Administration:

Overall responsibilities of the project will rest with Sanjay Gandhi Postgraduate Institute of Medical Sciences, Lucknow, India & Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur.

Financial Arrangements:

Funds for the projects will be distributed according to the mentioned in the applied funding agency-

1. Both parties shall take necessary financial approvals from the competent authority for fulfilling the objectives of the projects and applied for financial support from the funding agency as per utilization.
2. Both parties and their student can visit the collaborating institutes as per requirements of the project, and shall have adequate insurance coverage without any financial liability on each other.
4. Honorarium, TA/DA (if applicable) will be provided to the faculty members/scientists/technical staff of SGPGI, Lucknow and DDUGU, Gorakhpur.
5. Fellowship monitoring will be decided by the competent authority on the basis of activation of the fellowship (if candidates activate their fellowship from SGPGI, Lucknow then it is

maintained by SGPGI and if activated in above mentioned departments of DDUGU then University will maintain the fellowship).

Intellectual Property rights:

1. The R & D information generated shall be shared by both the collaborating parties.
2. Any publication shall be by mutual consent of the coordinators.
3. Patents and other benefits, arising out of the project if any, shall be shared between the collaborating parties.
4. For projects identified as having a distinct potential generating know how leading to commercial applications *NRDC (National Research Development Corporation of India) guideline will be followed.

NRDC Guidelines:

1. To bring to notice of the investigator, prospective user of the technology being developed.
2. To do market research about the product and bring out a comprehensive study about the market potential for attending entrepreneur.
3. For effective coordination between the laboratory generating the know how and the entrepreneur.
4. To take such other steps as may facilitate the communication to know how.
5. NRDC will retain 40% of the royalty/permia and the remaining 60% will be sent to the institution generating the know how. The institute may decide the sharing of 40% between the institute and the project investigator team.

Duration of MOU:

This MOU will be force for the period of 05 (years from the date of its signing)
It is further agreed that the Director-SGPGI, Lucknow and Vice-Chancellor, DDUGU, Gorakhpur through periodic meetings will monitor the progress of this MOU. Any change or modification /termination as introduced/suggested by the review committee (Comprising of Director, SGPGI and Vice – Chancellor, DDUGU) will be binding to both the organizations.

Amendments to the MOU:

Amendments if any, before the authorized representative of SGPGI and DDUGU shall make the expiry of this MOU in writing after mutual agreement.

Resolution of Dispute:

Any dispute or difference between the collaboration parties shall be amicably resolved by either through mutual consultation or arbitration.

Seal of parties:

In witness thereof parties hereto have signed this MOU on the day, month and year mentioned herein before.

Parties:

Signed and delivered for
and behalf of SGPGI

Signature

Date 18.10.21

Name Prof. R. K. Dhiman

Designation Director; SGPGI

Seal

Witness

1. U C Ghosh
(Prof. Uday C. Ghoshal)
(Faculty In-charge Research)
2.
(Dr. C. P. Chaturvedi)
(Asst. Faculty In-charge Research)

Signed and delivered for
and behalf of DDUGU

Signature

Date 05.10.2021

Name Prof. Ajay Singh

Designation Finance Officer

Seal

Witness

1.
(Yogesh Kumar Mishra)
Estate Officer, DDUGRP
University GRR.
2. R. K. Singh
5-10-2021
Dept of Political Science
D.D.U Gorakhpur University
3.
(Dr. Sushil K.)