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Memorandum of Understanding (MOU) FOR FACILITATING COLLOBORATIVE TRAINING, EDUCATION AND RESEARCH

All India Institute of Medical Sciences (AIIMS), Gorakhpur, (Uttar Pradesh)

And

MMMUT
GORAKHPUR U.P. INDIA
NAAC Grade 'A' University

Madan Mohan Malaviya University of Technology Gorakhpur (Uttar Pradesh)

MEMORANDUM OF UNDERSTANDING (MOU)

This memorandum of understanding (MOU) is for cooperation in health education, research and service fields for developing a collaborative arrangement, whereby the institutions may participate in collaborative teaching, training, research and other agreed activities lo ffurther enhance relationship between two institutions.

This MOU is entered between:

All India Institute of Medical Sciences, Gorakhpur, located at P.O. Kunraghat, Gorakhpur - 273008, (U. P.) India (herein aner referred to as "AIIMS Gorakhpur"), (An autonomous organization under the Ministry of Health & Family Welfare, Govt. of India) acting through **Executive Director & CEO,** which expression shall, unless repugnant to the context, include its successor, administrators, assigns or legal representatives.

And

Madan Mohan Malaviya University of Technology, Gorakhpur, located at Deoria Road, Singhariya, Kunraghat, Gorakhpur - 273 010 (U. P.) India (herein after referred to as "MMMUT, Gorakhpur"), is among the foremost of Institutes in higher technological education and in engineering, basic and applied research and acting through **Vice Chancellor,** which expression shall, unless repugnant lo the context, include its successor, administrators, assigns or legal representatives.

Both institutions slate that they:

Recognize the value or academic interchange and lively engagement in an international scholarly community by members of academic and research institutions.
Discern the significance and importance of collaboration in the pursuit of international cooperation and awareness' by each institute's interest in and need for establishing and sustaining such cooperative ties.

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Confirm the significance of the furthering or knowledge and the creative role of the international scholarly communication and collaboration in the development and dissemination of learning and research.

Hence, in the spirit of promoting exchanges between them in all pertinent area of health education, research, and service, both the institutions **agree as follows:**

A. General Objectives

I. To exchange information, articles, reports and teaching materials in order to support the educational programs or each institution in the field or the Professional Competencies (particularly the areas of Communication Skills. Ethics, Professionalism. Self-Care and Self-Awareness)

II. To strengthen and encourage communication and collaboration in education and research between members or the two institutions, particularly with respect to the Professional Competencies program.

III. To stimulate contacts between investigators in health science from the two institutions.

IV. To develop academic projects such as collaborative research, teaching, technical cooperative, evaluation and publication. The human and technical resources which will contribute in designing and operating the program shall be specified from each institution. Also, the mechanism and action to evaluate, supervise and utilize the products of the aforementioned programs, shall be jointly established.

To promote bilateral co-operation in scientific research and education in different faculties involving:

a. Teaching and exchange of scientific researchers
b. Organizing lecture, seminars and scientific meetings
c. Organizing joint seminars, conferences and symposia in the area of Mutual

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interest.

d. Development of projects of common interest.
e. Visits of faculty and students for the mutual benefits of both institutions
f. Co-operation in conduct of research (except finances) including joint supervision of these and dissertations, joint publication and joint research projects.
g. Taking up joint community awareness programs and services.
h. Collaborative learning and exchange of resources in the area artificial intelligence and machine learning, environmental engineering and public health, epidemiology, drone technology and other areas of mutual interest.
i. Sharing of learning resources, tools and kits including library resources for academic and research cooperation.

B. Scholar Exchange and Education Collaboration

I. To develop learning opportunities through courses, seminars, workshops, and other means from both institutions to pursue activities related to scholars' academic program, particularly with respect to the development of Professional Competencies curriculum adapted for use at respective institution.

II. To facilitate visit by medical and engineering students bet ween institutions vice versa who will assist with the roll- out of the Professional Competencies curriculum, as well as participating in clinical and open electives. In addition, to facilitate visits by students from other related disciplines (such as Global Health or Nursing), as required for the implementation and evaluation of the Professional Competencies program.

III. To facilitate the exchange or health science faculty members and visiting scholars dedicated to participating in teaching and research.

IV. In all cases, the exchange or faculty members and visiting scholars will occur within the regulation or each institutions and will take place on an individual basis.

J. INTENDED ROLES

a. Pursue collaborative academic and research cooperation between AIIMS, Gorakhpur and Madan Mohan Malaviya University of Technology, Gorakhpur in terms of
   i. development of diagnostic devices and their clinical evaluation and validation
   ii. Low-cost treatment modalities
   iii. Robotic and other advanced surgical treatment devices and their clinical evaluation and validation

b. Develop and expand health science, research training, education programs between AIIMS, Gorakhpur and Madan Mohan Malaviya University of Technology, Gorakhpur

c. Provide support and engage in collaborative academic programs, conferences, seminars and/or lectures between AIIMS, Gorakhpur and Madan Mohan Malaviya University of Technology, Gorakhpur.

d. To take up any other joint collaborative program and activities for benefit of society and mankind and mutually agreeable basis.

D. **Legal Conditions**

I. This MOU captures the mutual understanding of AIIMS, Gorakhpur and Madan Mohan Malaviya University of Technology, Gorakhpur, at the time of signing, both Parties recognize that this MOU is not a legally binding agreement. This MOU does not create legally enforceable rights claim, interest, duty, or obligation in favour or either of the party as against other party.

II. All co-operation is on self-finance basis and none of the institutions is obliged to support each other financially for the purpose of this MOU.

III. All students and faculty exchanges will be approved al the departmental and faculty level through the appropriate mechanisms as per defined procedures.

IV. For the purpose of coordinating visits, correspondence and projects, exchange visitors will communicate with a counterpart in the institutions where cooperative

research or teaching occurs.

V. All risk procedures within the policy structure as defined by concerned institution will be carried out and reported on before any exchanges take place.

VI. Before any particular cooperative project or program is initiated, all financial detail shall be negotiated specially allocation to effect by administration authorities. Notwithstanding anything contained in this MOU, each institution will remain responsible for their own initiative in level of finance.

VII. Cooperative projects requiring financial support shall not be initiated in the expectation of support by either institution before such funding has been explicitly agreed to and committed by written consent and a further agreement would be required.

VIII. This MOU shall come into effect for a period or ten (I0) years upon the signature or both parties and shall be renewed with their mutual consent and signature. It may be extended by written agreement of both partners.

IX. In case or any dispute or difference relating to this MOU, both parties agree to resolve the same trough mediation before going to arbitration or litigation.

X. Either party may terminate this MOU with six months advance written notice to the other party. Competent courts in Uttar Pradesh shall have exclusive jurisdiction.

XI. Both parties of this MOU agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate achievement of goals set under this MOU.

XII. AIIMS Gorakhpur would give preference to MMMUT Gorakhpur faculty, students & staff for providing medical facilities for patients care.

XIII. Extra of the parties may resort to dissolve or dissociate from the Memorandum of the Understanding (MoU) by serving a one month prior notice on the other party. In case of any dispute Executive Director AIIMS, Gorakhpur and Vice

Chancellor MMMUT, Gorakhpur will deliberative on and settle the issues with mutual consent.

E. Validity

I. The Memorandum of Understanding (MoU) will remain valid for a period of Five (5) year from the date of signing. The Memorandum of Understanding (MoU) may extended for another term of Five (5) year with mutual consent of both the parties.

F. CONFIDENTIALITY

All information disclosed by either Party (the "Disclosing Party"') in connection with this MOU, which is marked as "Confidential " or which should reasonably be understood as confidential based on the circumstances of its disclosure, shall be deemed "Confidential Information.' Confidential information of the Disclosing Party may not be used by the other Party (the "Receiving Party"), or any agent or representative of the Receiving Party, for any purposes other than in furtherance of this MOU and the activities described herein, and may not be disclosed under any circumstances, in whole or in part, by the Receiving Party, or any agent or representative of the Receiving Party, to any third party, except (i) at the written direction of the Disclosing Party, or (ii) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, in which event the Receiving Party must notify the Disclosing Party prior to making any such disclosure (and shall seek confidential treatment of such information). Any disclosure of Confidential Information shall be restricted to those individuals necessary to perform the Receiving Party's obligations under this MOU. In all cases, the Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care. The Receiving Party shall advise the Disclosing Party in writing of any misappropriation or misuse of the Disclosing Party's Confidential Information of which the Receiving Party becomes aware. Confidential Information does not include that which:

a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, other than under an obligation of confidentiality;
b) is or becomes publicly known other than as result of any action or inaction of the Receiving Party;

c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality: or

d) is independently developed by the Receiving Party without use of or reference to Confidential information.

In witness thereof, the parties herein have appended their respective signatures on this 22nd Day of May, 2023.

Signed for and on behalf of: All India Institute of Medical Sciences, Gorakhpur

(Prof. Hari Shanker Joshi)
Dean Academic

Date:

Witness :

1.

2.

Signed for and on behalf of: Madan Mohan Malaviya University of Technology, Gorakhpur

Govind Pandey
22.V.23

(Prof. Govind Pandey)
Dean of Planning, Resource Generation and Alumni Relations

Date:

Witness :

1.

2.