

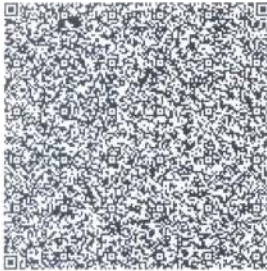


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

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| Description               | : M O U                                     |
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For Sri Poornananda Vividhadesa  
Souharda Sahakari Ni.



Authorised Signatory

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### MEMORANDUM OF UNDERSTANDING

BETWEEN

MANGALORE UNIVERSITY, MANGALORE

AND

A. J. HOSPITAL & RESEARCH CENTRE, MANGALORE



#### Statutory Alert:

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This memorandum of understanding made on the 28<sup>th</sup> day of March, 2016 between **Mangalore University, Mangalagangothri, Karnataka** (hereinafter referred to as **Mangalore University**) and **A. J. Hospital & Research Centre, Mangalore, Karnataka** (hereinafter referred to as **AJHRC**) witnesseth as follows:

## **Preamble**

Mangalore University is a public institution established by the Government of Karnataka to promote higher education and research activities. At present, Mangalore University is offering many post-graduate courses in science, commerce and arts and is also conducting research programmes in all these areas. A. J. Hospital & Research Centre was established in the year 2001 to provide health care services through its hospitals and to take up research programmes in the field of medical sciences. In addition to the on-going courses, Mangalore University is planning to start a new post-graduate course in Medical Physics (M. Sc. in Medical Physics). This proposed course needs infrastructural facilities and professional expertise available in A. J. Hospital & Research Centre for conducting internship and training programme of M. Sc. and research students. A. J. Hospital & Research Centre is also interested in initiating research programmes in collaboration with Mangalore University using the facilities established in Centre for Application of Radioisotopes and Radiation Technology (CARRT). Therefore, to establish a mutually beneficial relationship built on academic and scientific cooperation, Mangalore University and A. J. Hospital & Research Centre wish to promote co-operation between the two institutions in education, training and research.

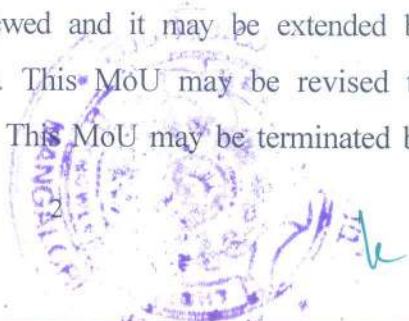
## **The Memorandum of Understanding (MoU) establishes the following**

### **I. Scope of MoU**

To establish a mutually beneficial relationship built on academic and scientific cooperation between **Mangalore University** and **A. J. Hospital & Research Centre**.

### **II. Period of MoU and its extension**

This MoU becomes effective from the day the authorised representatives of both the institutions affix their signatures below, and will continue for an initial period of five years, whereupon it shall be reviewed and it may be extended by a mutual written agreement of both the institutions. This MoU may be revised through the mutual agreement of both the institutions. This MoU may be terminated by either party upon



*[Handwritten signature]*

giving six months written notice with reasons for termination and signed by the Head of the Institution of the notifying party. In case of termination, the on-going internship/training program of the students shall not be affected and allowed to continue and complete the internship/training for the specified time.

### **III. Field of co-operation**

Co-operation between the two institutions may be established within any field related to science and technology of mutual interest and in particular:

- i. Mutual co-operation and participation in teaching and training programmes conducted by both the institutes.
- ii. Using facilities available with both institutions for each other's students training and conducting practical classes.
- iii. Providing internship placement for M. Sc. Medical Physics students of Mangalore University at A.J. Hospital & Research Centre.
- iv. Training of doctoral student and extension of each other's facilities for research
- v. Development of joint research activities.
- vi. Exchange of information, including the results of teaching and research collaboration.
- vii. Extension to other areas will be considered and made through appropriate amendments to the present MoU.

### **IV. Exchange of scientists/experts/faculty**

- i. Mangalore University and A.J. Hospital & Research Centre will participate in each other's teaching and training programmes.
- ii. Remuneration for taking theory and practical classes for students will be paid to experts/faculty by respective institutions as per their institutional norms.
- iii. Mangalore University will extend its research facilities to scientists of A. J. Hospital & Research centre.
- iv. Reciprocally, A. J. Hospital & Research Centre will extend laboratory facilities to faculty and research students from Mangalore University for scientific research.
- v. Both the institutions agree to seek financial support for collaborative research programmes from appropriate funding agencies.



## **V. Intellectual property rights**

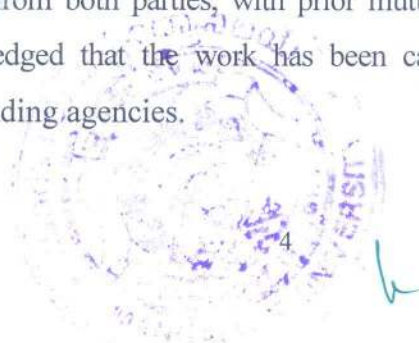
Information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by Mangalore University during the course of this agreement shall be owned by Mangalore University. All intellectual property solely conceived and/or developed by A. J. Hospital & Research Centre during the course of this agreement shall be owned by A. J. Hospital & Research Centre. Intellectual property jointly conceived and/or developed by Mangalore University and A. J. Hospital & Research Centre will be jointly owned by Mangalore University and A. J. Hospital & Research Centre. Each party may use such property for research and scholarly purposes with prior information to other party and with their consent. Mangalore University and A. J. Hospital & Research Centre agree to collaborate towards the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

## **VI. Confidentiality**

During the tenure of the MoU both Mangalore University and A. J. Hospital & Research Centre will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU. Both Mangalore University and A. J. Hospital & Research Centre shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement. Further both Mangalore University and A. J. Hospital & Research Centre shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

## **VII. Research Publications**

Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the aegis of corresponding funding agencies.



#### VIII. MolJ and its amendments

This MoU shall be the sole repository of terms and conditions agreed between the parties and no amendments thereof shall take effect or be binding on Mangalore University and A. J. Hospital & Research Centre unless such amendment is mutually agreed by both the parties and is recorded in writing and signed by the authorized representatives of both the parties.

#### IX. Resolution of disputes

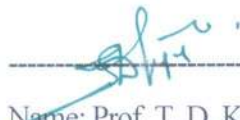
Any dispute or difference arising between the parties shall be resolved bilaterally by the Vice Chancellor of Mangalore University and Medical Director of A. J. Hospital & Research Centre and the decision so arrived shall be final and binding on both parties of this MoU.

This MoU is made in three originals (Mangalore University keeps two originals and A. J. Hospital & Research Centre will keep one original).

In witness whereof the parties hereto have executed this MoU through their authorized representatives.

for and on behalf of  
Mangalore University

for and on behalf of  
A. J. Hospital & Research Centre

  
Name: Prof. T. D. Kemparaju

Designation: Registrar

**Registrar**  
**MANGALORE UNIVERSITY**  
**MANGALAGANGOTRI - 574 199**



  
Name: Dr. Prashanth Marla  
Designation: Medical Director

