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Memorandum of understanding

National Institute of Technology, Calicut
&
Malabar Medical College Hospital and Research Centre

The National Institute of Technology, Calicut (hereafter mentioned as NITC, referred to as the "First Party") is a prestigious technical institution of national importance set up by an Act of Parliament (Act 29 of 2007) engaged in providing meaningful and quality education in engineering and sciences while conducting original research of the highest standards.

Malabar Medical College Hospital and Research Centre (hereafter mentioned as MMCH, referred to as the "Second Party"), run by Sree Anjaneya Medical Trust and established in 2008 by Mr. V Anil Kumar, is registered under the Kerala University of Health Sciences, providing quality education and world-class healthcare to patients with an 890-bed super specialty hospital attached to it while conducting original research of the highest standards.

NITC and MMCH would like to enter into a MoU in academic and research areas of mutual interest

The first party and second party shall hereinafter individually be referred to as "party" and collectively as "parties". Any person who is not a signatory to this Agreement shall be referred to as a "third party."



Dr. NARAYANAN P.V.
BSc, M.B.S, MD, DHA
Principal
Malabar Medical College Hospital
Research Centre, Ulliyeri, Kozhikode

No: 21533 Date: 21 12 2023

Sri. V Anilkumar chairmans malabar medical college
Hospital & Research centre ulliyeri
Balussery, T.V. Nisha MMCH



1. Scope of MoU:

This MoU deals with the areas of mutual interest or collaboration, terms and conditions, financial arrangements, modalities of mutual interest or collaboration, responsibilities, and obligations of parties about any activity to be undertaken as part of this MoU.

2. Objectives:

NITC and MMCH wish to work jointly to promote education, research, technology development, and its translation. The objective of this collaboration, as defined in the MoU, is to stimulate quality education and training, conduct joint collaborative research, develop an ecosystem of shared infrastructure for research, undertake multi-centric trials of various research projects, and promote inter-institutional cooperation. The two parties will develop and foster education, training, research and professional activities involving projects among students and faculties of the institutions thereby creating a research ecosystem with the sharing of knowledge resources and infrastructure.

3. Collaborative activities and implementation of projects/programs:

Both the parties agree to develop the following collaborative activities in areas of mutual interest.

3.1 Collaborative electives:

To offer institute UG and PG and staff electives in collaboration with scientists and faculty of either institution in their area of expertise.

3.2 Internship UG and PG:

To grant permission to the undergraduate /postgraduate students of both parties to visit facilities and other parties to carry out their internship programs.

3.3 Project UG and PG:

To grant permission to the undergraduate /postgraduate students of both parties to visit other party's R &D facilities to carry out their project works.

3.4 External Ph.D. with the first party staff:

To encourage scientist/project scientist/ research fellows of second party to seek admission with first party for M. tech. /M.S./Ph.D. and other programs as per first party's admission norms and procedures.

3.5 Joint Ph.D. Guidance:

To encourage PhD students of either party to have a joint supervisor from the other party and to carry out their research/experiments at the facilities of both parties. The facilities at MMCH are primarily for the diagnosis and treatment of patients therefore research use of these facilities will be subject to free time available on the instruments.

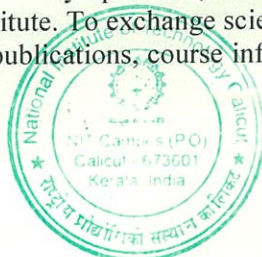
3.6 Joint research projects:

To carry out joint research with internal resources or jointly approach funding agencies. Both parties will explore opportunities for undertaking joint research projects and may seek research funding from external funding agencies. Each research proposal shall require approval of the respective institution and applicable regulatory bodies.

Joint development of biomedical products and evaluating their characteristics by sharing in vitro and in vivo testing facilities and expertise of each party in mutually identified areas for research collaborations.

3.7. Sharing of research facilities and resources:

Sharing the available infrastructure and laboratory facilities for research and academic proposes in accordance and compliant with the institutional policies of either party. To exchange faculty members for lectures, talk conferences, seminars, symposiums, and sharing ideas for enrichment of academic and research programs offering either institute. To exchange scientific materials and information of common interest including data study reports books publications, course information, etc. among the parties.



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3.8. Others:

To jointly organize/conduct national and international level symposium/conference/workshop/webinars and training programs. Exchange of advice, information, and assistance correlating to the areas of mutual interest. To mutually host training programs / technical training sessions for project staff students and faculties in specific areas requiring experimental and technical expertise.

4.0 Coordination

Both parties to establish a "Joint Working Group" for coordination. Both parties shall ensure that the joint work group comprises appropriate personnel to discuss and implement the measures mentioned in the MoU.

The first party shall be represented by the Chairperson, Central for Industry Institute Relations (CIIR), Dean (*Academic), Dean (R&C) along with other designated members from the institute nominated as per project/programs requirements.

The second party shall be represented by the principal, MMCH

Further, each shall be appointed a research coordinator and a Single Point of Contact (SPOC) to coordinate the activities on its behalf. The research coordinator will periodically review the activities and identify ways to strengthen cooperation between the two parties to meet the objectives of this MoU. Whenever required, they will seek approvals in their respective organizations and individual MoUs will be signed by the authorized signatories of both parties, if needed, to get approval from funding agencies /ethics committees' clearance.

All activities covered under this MoU will be carried out in such a manner so as not to digress from the established traditions and regulations of each party.

5.0 Other General Conditions: Monitoring & progress evaluation

Progress evaluation and monitoring regarding the outcome of the MoU shall be done regularly (Annually/biannually/quarterly) Shortcomings, if any, shall be addressed and amendments have to be done accordingly to ensure smooth running of the activities targeted in the MoU.

5.1 Scope for amendments/modification:

The areas of cooperation may be revised by mutual consent.

However, specific programs may require separate agreements detailed out and documented as annexures to this MoU. No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modification/ changes shall be effective from the date on which they are made/executed unless otherwise agreed to.

5.2 Financial obligations:

Research student/project staff exchange: Unless otherwise agreed upon in writing for some particular case, traveling expenses shall be borne by the visitor's own institute/university as per their rules.

Faculty exchange: Unless otherwise agreed upon in writing for some particular case, expenses for travel, stay, food, etc. shall be borne by the visitor's institute/university as per their rules.

Neither party has any financial obligation to their party under this MoU. Specific financial agreement shall be executed between both parties on the finalization of activities covered under this MoU and on case-to-case basis as and when required.

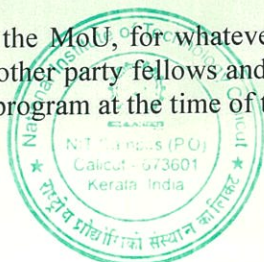
5.3 Validity & Termination:

This MoU is valid for an initial period of **five years** and becomes effective from the date it is signed by the parties. The partnership may be extended by mutual consent. This MoU may be terminated:

a. On either party giving the other party 6 months/1-year prior written notice.

b. On written notice by one of the parties if the other party has committed a breach of his MoU.

In the event of termination of the MoU, for whatever reasons, both parties agree to fulfill their respective commitments in respect of the other party fellows and candidates taken on external registration category who are undergoing their academic program at the time of termination.



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Further specific commitments made before such intimation shall be honored by both the partners including ensuring that any student/staff from both sides at that time participating in the programme is able to complete the term of the assignment and be assessed for it.

Once terminated, neither party shall be responsible for any losses, financial or otherwise, which the other party may suffer.

5.4 Dispute resolution:

In case, there is a dispute relating to any aspect of academic cooperation shall be addressed amicably by the joint working group abiding by the rules and regulations of both the institutes. If it cannot be resolved at this level, the director, first-party Dean, second-party, or their nominated representatives shall jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

5.5 Intellectual property:

Rights regarding publications, patents, royalty, and ownership of software/design/product developed, etc. under the scope of this MoU shall be decided by the two parties by mutual consent on a case-to-case basis.

5.6 Non-discrimination:

Both parties agree not to discriminate against any person because of age, gender, nationality, race, ancestry, color, religion, creed, disability, or handicap and sexual orientation. Neither institution shall impose criteria for the exchange of faculty, staff, and students that would violate the principles of non-discrimination.

5.7 Code of conduct:

Visiting students, staff, and faculty will abide by the codes of conduct of the host institution.

5.8. Legal status and arbitration:

This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both parties. Any disputes shall be resolved through mutual discussion.

In the event of a dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such dispute or difference is not resolved then such difference shall be referred to an Arbitrator as the proceedings shall be as per the Arbitration and Conciliation Act 1996. The decision of the Arbitrators shall be final and binding upon the parties to the dispute. The arbitration proceeding shall be held at Calicut. This MoU shall be governed and interpreted by Indian Laws.

6.0 Exclusivity & Confidentiality:

This agreement is personal to both parties and neither party can assign this agreement nor the rights and privileges herein to anyone without the written permission of the other party.

Both parties shall not disclose, share, or transfer any intellectual property, confidential information, Research data& and information, Financial, and technical information, or any other documents exchanged between them for research and collaborative activities covered under the framework of this agreement to a third party without written consent from the other party.


7.0 Conflict of interest:

Both parties warrant that this MoU is not likely to have any conflict of interest with any of their organizational, Financial, Contractual, or other interests relating to the activities under this MoU.

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IN WITNESS WHEREOF the parties hereto have signed this MoU on this day 26th February 2024.

For NIT Calicut:


Dr. Jose Melbaw




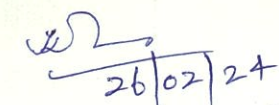
Chairperson, Centre for Industry Institutional Relations (CIIR)
National Institute of Technology Calicut
Calicut, Kerala- 673601, India

Witnesses (Name and address):

Dr. RAVINDRA KUMAR
Assistant Professor,
Ravindra Kumar
26/2/2024

For MMCH:


Dr. NARAYANAN P.V
BSc, MBBS, MD, DHA
Principal
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26/02/24
KRISHNAN P.
Administrative officer
MMCH