

தமிழ்நாடு தமிழ்நாடு TAMILNADU

தமிழ்நாடு
தேதி: 6/4/2023
மதிப்பு: 100/-

C7 208513

A. பஞ்சவர்ணம்
முத்திரைத்தாள் விற்பனையாளர்
L.No : 02/KPD/2021
தாராபடவேடு, காட்பாடி, வே.மா.

Memorandum of Understanding
Vellore Institute of Technology, Vellore
(Estd. u/s of UGC Act 1956)
and

KMCT Medical College

PREAMBLE

Vellore Institute of Technology, Vellore (hereafter VIT, referred to as "First Party") is a Centre of Excellence for Higher Technical Education in the country located at Vellore in Tamil Nadu, engaged in providing meaningful and quality education in engineering and science while conducting original research of highest standard.

KMCT Medical College, an initiative of Kunhitharuvai Memorial Charitable Trust, established in 1997 by Dr.K.Moidu, is registered under Kerala University of Health Sciences providing quality education and world class healthcare to patients with a 1200 bedded super speciality hospital attached to it while conducting original research of highest standards.

VIT and KMCT Medical College would like to enter into a MoU in academic and research areas of mutual interest.

The First Party and the Second Party shall hereinafter individually be referred to as a "Party" and collectively as the "Parties". Any person that is not a signatory to this Agreement shall be referred to as a "Third Party".

T. Jayath
REGISTRAR
Vellore Institute of Technology (VIT)
(Deemed to be University under section 3 of UGC Act, 1956)
Vellore-632 014, Tamil Nadu, India

[Signature]



1.0 Scope of MoU

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

2.0 Objectives

VIT and KMCT Medical College 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 to 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 & professional activities involving projects among students and faculty of the institutions thereby creating a research ecosystem with the sharing of knowledge, resource and infrastructure.

3.0 Collaborative activities & Implementation of the Project /Program

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

3.1 Collaborative electives

To offer institute level UG & PG elective's in collaboration with scientists and faculty of either institutions in their areas of expertise.

To promote individual contacts among scholars, students and researchers from both the institutions.

3.2 Internship for UG and PG students

To grant permission to the undergraduate and post graduate students of both parties to visit facilities at other party to carry out their internship programmes.

3.3 Project works for UG and PG students

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

3.4 Joint research projects

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

VIT and KMCT may apply for collaborative projects jointly to National and International funding agencies. This includes preparation of proposals and their implementation as per the National priorities. 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 area for research collaboration.


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Ph.D. students working at VIT will be allowed to use KMCT facilities for their research work and vice versa depending upon specific requirements. The work includes the medical data collection in various categories/units, related product testing and validation of research outcomes. VIT and KMCT will independently cover the expenditure incurred in connection with the research collaboration, if it is required for success of the joint research work.

Any inventive outcomes of collaborative research under this MoU shall be registered for IPR jointly by both parties. In such joint projects between the two Institutions, any resulting publications shall include authorship of the respective personnel of each institution in accordance with customary scientific practices.

3.5 Sharing of Research Facilities & Resources

- Sharing the available infrastructure and laboratory facilities for research & academic purposes in accordance and compliant to the institutional policies of either parties
- Faculty exchange program for lectures, talks, conferences, seminars, symposia and sharing ideas for enrichment of academic & research program offering of either institutes
- Exchange scientific materials and information of common interest including data, study reports, books, publications, course information etc. among the parties
- Providing opportunities for both staff and students to use to the maximum, the expertise and facilities available in both the organizations through training of students/staff and through exchange of thoughts by brain-storming sessions/ seminars/ workshops and meetings
- Sharing experiences and expertise concerning institute administration and management
- Encourage any other activities such as short term training programs that both the institutions have agreed to be on mutual benefit.

3.6 Others:

- To jointly organise/conduct national/international symposium / conference/ workshop / training programmes
- Exchange of advice, information and assistance relating to areas of mutual interest
- To mutually host training programs / technical training sessions for project staff, students and faculty in specific areas requiring experimental and technical expertise

3.7 Joint Ph.D. guidance

Students of either party can have a joint supervisor from the other party to carry out their research/experiments at the facilities of both parties. The facilities at KMCT Medical College are primarily for diagnosis and treatment of patients, therefore research use of these facilities will be subject to free time available on the instruments.


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4.0 Coordination

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

First party shall be represented by the Chairperson, Registrar, VIT, Dean (School of Electrical Engineering) along with other designated members from the Institute nominated as per Project / Program requirements.

Second party shall be represented by the Principal, KMCT Medical College.

Further, each party shall appoint the Research Coordinators and a Single Point of Contact (SPOC) to coordinate the activities on its behalf. Research Coordinator will periodically review the activities and identify ways to strengthen cooperation between the two Parties for meeting the objectives of this MoU. Whenever required, they will seek approvals in their respective organisations and individual MoUs will be signed by the authorised signatories of both parties, if needed to get approval from funding agencies/ethics committee clearance.

Single Point of Contact (SPOC):

Dr Monica Subashini M (Professor, School of Electrical Engineering, VIT, Vellore)
Dr. Rupesh Raman (Operations head, Central Innovation & Research Board)

Research Coordinators:

- Dr Monica Subashini M and Dr Albert Alexander S (Machine Learning for Neurosciences)
- Dr. I. Jacob Raglend and Dr Belwin Edward J (Artificial Intelligence)
- Dr. Geetha M and Dr. T. Yuvapriya (Sensor Design & Internet of Things)
- Dr. A. Sharmila (Bio Signal Processing and Analysis)
- Dr. Vijish Venugopal, Professor in Department of Anaesthesia.
- Dr. Ummer P, Professor in Department of Orthopaedics
- Dr. Anupama Raj, Associate Professor in Department of Pathology
- Dr. Sreekala K N, Associate Professor in Department of Physiology.

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:

5.1 Monitoring & Progress evaluation

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


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5.2 Scope for Amendments/Modification:

The areas of cooperation may be revised by mutual consent. However, specific programmes 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 authorised 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.

5.3 Financial Obligations:

Research student/Project staff exchange: Unless otherwise agreed upon in writing for some particular case, travelling 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 travelling, stay, food etc., shall be borne by the visitor's own institute/University as per their rules.

Neither party has any financial obligation to other party under this MoU. Specific financial agreements shall be executed between both parties on 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 partners. The partnership period 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 this MoU.

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

Further, specific commitments made prior to such intimation shall be honoured by both the partners including ensuring that any student/staff from both the 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 parties shall be responsible for any losses, financial or otherwise, which the other party may suffer.

5.4 Dispute Resolution

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


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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 the parties agree not to discriminate against any person because of age, gender, national origin, race, ancestry, colour, 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 student, staff and faculty will abide by the codes of conduct of the host Institution.

5.8 Legal status & Arbitration:

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

In the event of any 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 parties to the dispute. The arbitration proceeding shall be held at Chennai. This MoU shall be governed and interpreted in accordance with the 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 & Information, Financial & Technical information and 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.


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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.


IN WITNESS WHEREOF the Parties hereto have signed this MoU on this Friday, 23rd day of June 2023 at Kozhikode.


For VIT Vellore:


Dr T. Jayabarathi
Registrar
Vellore Institute of Technology (VIT)
Vellore (Deemed to be University under section 3 of UGC Act, 1956)
Vellore-632 014, Tamil Nadu, India


Dr Mathew M Noel
Professor and Dean
School of Electrical Engineering
Vellore Institute of Technology, Vellore



Dr Monica Subashini M
Professor and Assistant Director (Ranking and Accreditation)
School of Electrical Engineering
Vellore Institute of Technology, Vellore



Dr Jacob Raglend I
Professor
School of Electrical Engineering
Vellore Institute of Technology, Vellore



Dr Albert Alexander S
Associate Professor
School of Electrical Engineering
Vellore Institute of Technology, Vellore

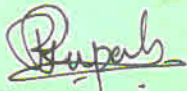
For KMCT Medical College:




Dr. Lathi Nair
Principal
KMCT Medical College
Kozhicode.


Dr Vijish Venugopal
Professor
Department of Anaesthesia


Dr Ummer
Professor
Department of Orthopaedics


Dr Rupesh Raman
Operations Head
Central Research and Innovation Board