



## Memorandum of Understanding



### **Memorandum of Understanding between ICMR- National Institute for Research in Environmental Health, Bhopal and Barkatullah University, Bhopal (As per Ordinance 15)**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is made and entered into on this 28 of December, 2019 between the ICMR- National Institute for Research in Environmental Health, having its Head Office at Bhauri Bypass, Bhopal-462030 [hereinafter called NIREH/First Party] a constituent Research Institution of the Indian Council of Medical Research, V. Ramalingaswami Bhawan, P.O. Box No. 4911, Ansari Nagar, New Delhi - 110029 on the ONE PART and the Barkatullah University having its Head Office at Hoshangabad Raod, Bhopal 462026, MP (hereinafter BU/Second Party) on the OTHER PART (who for the purpose of this MoU are hereinafter individually referred to as 'PARTIES')

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued vide Letter No. 2/8/2012- HRD dated 30 April 2014 or as revised from time to time.

WHEREAS the "First Party" is involved in research on different aspects of environmental health that includes research in epidemiology and public health, clinical, therapeutic and biomedical research, AND WHEREAS the "Second Party", established by Govt. of Madhya Pradesh (Name of the Agency) vide Act No. Madhya Pradesh Vishwavidyalaya Adhiniyam, 1973 of Madhya Pradesh and recognized by University Grants Commission is involved in higher education and research in the field of arts, science and technology.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

#### Article 1. Scope

The Second party will recognize the First party as an Institute for conducting research in accordance with the ordinance 11 related to the thesis requirement of the research students for MSc/PhD degree in the area of environmental health that may include microbiology, biochemistry, biotechnology, immunology, pathology, molecular biology, chemistry, environmental sciences including air, water and soil studies, diagnostics, epidemiology, bioinformatics and biostatistics, computer sciences and limnology and other relevant environmental health specialities. The Second party will recognize Scientists of the NIREH Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.

Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions. Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.



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There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

Provision of this MoU is not applicable to other PG colleges which are affiliated to BU, Bhopal.

### Article 2. Management

2.1 Director of the First party and the Vice-Chancellor/Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.

2.2 The Advisory Committee of both parties will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

### Article 3. Exchange of Information

3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.

3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

### Article 4. General Provisions

4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination

4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.

4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.

4.4 Any research publications arising will be jointly published

4.5 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.



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4.6 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.

4.7 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.

4.8 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.

### Article 5. Intellectual Property Rights

5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The NIREH as the first applicant (for its institute) and the Second party shall be the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICMR Guidelines for Intellectual Property Rights and Technology Transfer' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

### Article 6. Admission and Fees

6.1 All those who wish to register as trainees or for Master/Doctoral programme under this MoU must apply for admission at the Second party.

6.1.1 (i) The criterion of allocation of Major Guide/Advisor will primarily be governed by the intellectual input and time duration devoted for carrying out the research work at a particular institution. It may be decided by mutual consent, keeping in view the MOU signed between partnering institutions. If the major guide is from NIREH institutes, the co-guide will be from partnering university and vice-versa.

(ii) The objectives(s) for research work for a student coming from such as institution should be exclusively different as far as possible.

6.2 Admission of the students and the award of degrees for different programmes will be the responsibility of the Second party as per the rules and regulations.

6.3 Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-Chancellor/Head of the Institution of the Second party.

6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.



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6.5 The Academic Cell/Scientific Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.

6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.

6.7 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.

6.8 Fees will be charged from the students by the First party as per Guidelines for the students to conduct research. A student registered with a Second party, will deposit fee of Rs. 4,000/- for training duration of 1 month (not leading to a degree/dissertation) and Rs. 12,000/- per semester (six months) for training, research, dissertation exceeding three months. If the main supervisor of a scholar is NIREH scientist, NIREH will not charge any laboratory fees for pursuing PhD programme. If the co-supervisor of a scholar is NIREH scientist and doing research programme with fellowship, NIREH will charge Rs. 15,000/- year for using any laboratory facilities available at NIREH. If the co-supervisor of a scholar is NIREH scientist and doing research programme without fellowship, NIREH will charge Rs. 10,000/- year for using any laboratory facilities available at NIREH. Further, the chemicals needed for the project work will be mainly provided by the main supervisor. In some cases, sharing of chemicals relies on mutual understanding between the supervisors. Any change in the fee structure by ICMR-NIREH will be applicable from the date of revision and shall be charged by the First party.

6.9 Student should pay the fees etc. as per the rules and regulation of both the institution i.e. NIREH, Bhopal and BU, Bhopal

### Article 7. Entry into effect, modification and termination

7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for five years extendable up to ten years by mutual consent. Both parties shall review the status of the MoU at the end of each five/tenm year period to determine any modification, whenever necessary. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.

7.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.





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7.3 No amendment or modification of the 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 amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

**For BARKATULLAH UNIVERSITY, BHOPAL**

Signature.....

**PROF. R.J. RAO**

**Vice Chancellor**

Place: Bhopal

Date: 28/12/2019

Witness 1: 28.12.19.

Witness 2: 28/12/2019

**For ICMR- NATIONAL INSTITUTE FOR RESEARCH IN ENVIRONMENTAL HEALTH (NIREH), BHOPAL**

Signature.....

**Dr. R R Tiwari**

**Director**

Place: Bhopal

Date: 28.12.2019

Witness 1: 28.12.2019

Witness 2: Surya Singh  
28.12.2019