



झारखंड केन्द्रीय विश्वविद्यालय (सी. यू. जे)
Central University of Jharkhand (CUJ),
Cherry-Manatu, Kanke, Ranchi
(Established as an act of the Parliament of
India in 2009)



राजेन्द्र आयुर्विज्ञान संस्थान, राँची
Rajendra Institute of Medical Sciences
(RIMS), Bariatu, Ranchi
(An Autonomous Institute under the Govt. of
Jharkhand)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL UNIVERSITY OF JHARKHAND, CHERRY-MANATU, RANCHI**
(Established as an act of the Parliament of India in 2009)
**AND
RAJENDRA INSTITUTE OF MEDICAL SCIENCES, BARIATU, RANCHI**
(An Autonomous Institute under the Govt. of Jharkhand)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made by and between the Central University of Jharkhand, Ranchi, India (hereafter “CUJ”), and Rajendra Institute of Medical Sciences, Ranchi, India (hereafter “RIMS”). CUJ and RIMS shall also be collectively called the “Parties” or the “Institutions.”

RECITALS

WHEREAS, CUJ and RIMS have health science-related programs holistically working for the welfare of the citizens of India and Humanity. CUJ at the Department of Life Sciences and many other departments are involved in biomedical/health science research and clinical education. Many of the CUJ faculties are involved in the cancer awareness program of the local Jharkhand community WHEREAS, RIMS has also been involved in the local outreach program detecting/counselling the most vulnerable cancer (oral, breast, cervical, & lung) and metabolic disorders (diabetes, kidney, heart) patients in the local Jharkhand population. CUJ and RIMS desire to establish certain programs beneficial to the educational/ research/ awareness programs. Clinical trials of Cancer patients at RIMS and medical biotechnology Research on Cancer (oral and cervical) at CUJ are of mutual interest. Together the learned community/ Professors (CUJ) and the super-specialized Professors/ Doctors/ Pharmacologists (RIMS) can promote the whole-hearted development of the tribal-dominated Jharkhand and humanity.

NOW THEREFORE, in contemplation of the mutually beneficial relationships to be established and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby agreed to and accepted, the Parties agree as follows:

TERMS

1. Definition and Purpose of the MOU:

1.1 The primary objective of this MOU is to create a means for cooperative efforts between CUJ and RIMS to boost academic research, by sharing knowledge between Faculties, Doctors, Pharmacists, PhD scholars, and Post-Doctoral Researchers. This will be purely academic without involving any financial benefit to both parties.

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1.2 The PhD scholars, Post-Doctoral Researchers, and MSc students of CUJ will be allowed to collect surgically removed tissue biopsy samples, tissue sections, and cancer patient's body fluids (saliva, serum, urine etc.) for academic research with proper consent (as per the Institutional Human Ethical Committee, CUJ approved, IHEC hereafter, format). The CUJ researchers will share time-to-time research outcomes with the concerned Doctors/ Pharmacists of RIMS.

1.3 The Parties can send its faculty member(s) and Doctors to the other Institution for Seminars/ Lectures study to educate students/ professors/ doctors to discuss the latest development in the area and exchange ideas to foster research.

1.4 The Parties agree that this MOU will provide the foundation and framework for later particular projects developed by clinical, academic and administrative units from the two Institutions, to be agreed upon in other separate written agreements.

2. MOU's Validation Period:

As stated in Sections 1.1 to 1.3 above, this Memorandum of Understanding will mainly promote clinical and laboratory research. It will be valid for the next ten years from the date of signing by the Parties.

This MOU is only to provide a framework. A separate and more formal and detailed written agreement by and between the Parties regarding the Extramural project/s application and treatment of the CUJ staff and their family members in future.

In this context, this MOU shall remain in place until superseded by such a separate formal written agreement(s); Terminated by either Party upon written notice of not less than thirty (30) days; or, At the latest, three years from the execution of same, unless the Parties mutually agree in writing to extend same.

3. Coordination Committee:

To facilitate this MOU, a CUJ-RIMS Coordination Committee (CC) will be formed. The CC will be composed of one member from both Institutions. The CC is responsible for carrying out collaboration-related duties and reporting to the Head of the Organizations of both Institutions. The CC members will be Dr Rajakishore Mishra from CUJ and Dr Dewesh Kumar from RIMS. Dr R Mishra from the CUJ and Dr D Kumar from RIMS will report to the Hon'ble Vice-Chancellor of CUJ and the Hon'ble Director of RIMS, respectively.

4. Areas of Collaboration: As mentioned (1.1 and 1.2), the CUJ researchers will be allowed to collect surgically removed tissue samples and share time-to-time research progress with the concerned Doctors/ Pharmacists of RIMS. Besides this, upon approval (by the competent authority of both the institutions), the Coordination committee members will identify/add the new areas of potential collaboration between the Parties in the fields of teaching/ education, research and innovation, but not be limited to Medical Education/ MSc PhD degrees.

These students/ research scholars will bear or arrange their costs. The CUJ and RIMS will only provide technical support/ places.

The Receiving Institution will make the final decision on the student's acceptance, according to its policies and standards, and will convey the acceptance or rejection. The Receiving Institution will have the right to remove any student from the Program.

The masters' students and research scholars who will participate in a medical survey at RIMS will comply with all the policies and procedures of the clinical site and the by-laws and regulations of the student dissertation program, as applicable, including but not limited to CUJ guidelines and requirements. Failure to comply may result in immediate student dismissal from research activities.

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Students undertaking a short-term research program (MSc-Life Sciences) may find their research supervisors from both institutions. The trainee's research supervisors shall advise the student on topic selection. This will be purely academic, and the student/trainee will bear the expenses.

5 Research Collaborations:

5.1 CUJ and RIMS will encourage biomedical research collaborations in areas of mutual interest. While it is expected that such collaboration would include research in general cancer biology, cancer stem cell research, therapy resistance in cancer, population genetics linked with cancer incidence in Jharkhand and cancer screening/awareness/outreach programs. CUJ, though relatively new is the leading organization contributing to general cancer biology, cancer stem-cell research, therapy resistance in cancer, and population genetics linked with cancer incidence in Jharkhand WHEREAS, RIMS, serving since decades to the local community and contributes to saving human life through treatment, patient care, screening/ awareness/ outreach program.

5.2 If either Institution proposes a joint research project, both Parties will carefully scrutinize such research efforts to evaluate the value of the proposed joint effort, the qualifications of the proposed participating faculty members, and the location of the research activity. Suppose a decision is made by both Parties to approve the proposed project as a possible joint effort. In that case, both Institutions can seek outside funding for the proposed joint research project (from National Funding Agencies like DBT, ICMR, SERB, DST, and CSIR). Approval of the Institution (competent authority) is needed before applying the project for funding.

5.3 In such joint projects between the two Institutions, care will be taken to conduct the research for the benefit of humankind. Any resulting publications shall include the name of the contributors of both institutions. The research supervisor/s will be the lead/corresponding author/s, the research scholar who mainly did the work will be the first author and all other contributors' names will be duly acknowledged.

6. Research Collaboration Agreements and Intellectual Property:

6.1 All publications resulting from the educational, research, or clinical collaboration between the two Institutions shall acknowledge the existence of the collaboration formed under this MOU. The PhD and BSc/ MSc dissertation Thesis shall also acknowledge the existence of the collaboration.

6.2 Each research project conducted jointly by the Parties shall be made under a formal written research collaboration agreement containing whatever terms the Parties mutually agree are necessary to address the intellectual property, research information and property interests that could result from the joint activity of the Parties.

6.3 All research and other activities under this MOU must follow the laws, rules, and regulations applicable to each Institution.

6.4. The Parties agree that educational institutions' clinical and academic requirements will be respected. Both Parties will cherish all their current policies, rules, regulations, or guidelines covering matters applicable to a program.

6.5 If a researcher gets exposed to infectious or environmental hazards or other occupational injuries due to the clinical or research assignment, s/he will seek immediate medical attention at their own cost.

6.6 The IPR will be honored and retained by the organization (CUJ or RIMS) where the invention/discovery occurred.

7. Relationship of the Parties:

This MOU shall not be construed to create a relationship of a joint venture, partnership, brokers, employees, servants or agents between the Parties. This Memorandum of Understanding is not binding



or enforceable on either Party by the other and creates no legal responsibilities or obligations. In no event shall either Party be liable to the other for any direct, indirect, consequential, special (including multiple or punitive), or incidental damages arising from or related to this MOU.

8. Use of Institutions' Name: Neither Institution will use the other Institution's name or any name that is likely to suggest that it is related to the other Institution in any advertising, promotion or sales literature without first obtaining the express written consent of the other Institution.

9. Confidentiality: The parties anticipate that within the context of this MOU, it may be necessary or helpful to transfer information/data of a proprietary/ sensitive or confidential nature ("Confidential Information" or 'CI' hereafter). All such information exchanged between the Parties shall be considered 'CI' and shall not be used by the Parties except to maintain the aims of this MOU. Further, without the other Party's express written consent, neither Party shall disclose any such 'CI' to any third party.

The 'CI' means any patient's name (undergone treatment at RIMS), disease status, and technical or business information furnished by one Party to the other according to this MOU that is specifically designated as confidential. The disclosing Party shall mark the same with a written 'CI' legend indicating its confidential status. The receiving Party shall maintain 'CI' in confidence, except that the receiving Party may disclose or permit the disclosure of 'CI' to its trustees, directors, officers, employees, consultants, and advisors, who are obligated to maintain its confidential nature and who need to know the 'CI' for purposes of this MOU.

The obligations of the section do not apply to the extent the receiving Party can demonstrate that the 'CI' was publicly known before the time of its disclosure under this MOU or became publicly known after its disclosure under this MOU through means other than an unauthorized disclosure by the receiving Party, or it was previously known/ discovered, the receiving Party without the use of the 'CI'; or it was disclosed to the receiving Party by a third party having no obligation of confidentiality concerning the 'CI'; or it must be disclosed to comply with applicable laws/regulations; or with a court/ administrative order, as long as the disclosing Party receives prior written notice of the pending compelled disclosure. Neither Party grants an option, license, or conveyance of any intellectual property rights to the Receiving Party under this MOU.

10. Dispute Resolving Clause: Any dispute will be sloved amicably by the discussion of both the Parties.

11. Notices: This MOU is the first MOU between CUJ and RIMS. Any notice to either Institution hereunder must be in writing, signed by the competent authorities of the Institution, and will be deemed delivered by e-mail or postal services to both Parties.

REGISTRAR,
Central University of Jharkhand (CUJ),
Cherry-Manatu, Kanke, Ranchi.

REGISTRAR
झारखण्ड केन्द्रीय विश्वविद्यालय, राँची
Central University of Jharkhand, Ranchi

HEAD OF THE INSTITUTE,
Rajendra Institute of Medical Sciences (RIMS),
Bariatu, Ranchi.

Dean (Research)
Rajendra Institute of
Medical Sciences
Ranchi

Witness:

1. Manj Kumar 2. Dr. Dewesh Kumar
Professor & Head-Dean
3. Akash Kumar 4. Prof. Ashish Saha
28/8/24
5. Dr. R. Mishra, DLS, CUJ 28.08.2024.