



தமிழ்நாடு தமில்நாடு TAMILNADU

Trichy SRM Medical College Hospital  
10 DEC 2022 & Research Centre,  
Irungalur.

CU 699897

S. ராக் குமார்  
மு.தா. வி  
L.No: 6/2000  
மலிசி, தமிழ்நாடு

### MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding executed and entered into at Trichy on 12<sup>th</sup> December 2022.

#### **BETWEEN**

M/s. National College (Autonomous), having office at Dindigul Road, Tiruchirappalli, Represented by the **Principal, Dean of Research, Dr. K. Kumar** which expression shall unless repugnant to the context means and include its successors and assigns of the **ONE PART**.

#### **AND**

M/s. Trichy SRM Medical College Hospital & Research Centre, having office at Irungalur Village & Post, Manacahanallur Taluk, Tiruchirappalli, a unit of M/s.SRM Institute of Science & Technology Educational Trust, Represented by the **Dean (Academics & Administration) Dr.S.Revwathy, M.D.,DGO.,DNB** which expression shall unless repugnant to the context means and include its successors and assigns of the **OTHER PART**.

  
**Principal**  
National College (Autonomous)  
Tiruchirappalli - 620 001

  
**DEAN**  
TRICHY SRM MEDICAL  
COLLEGE HOSPITAL AND  
RESEARCH CENTRE  
Irungalur, Trichy-621 105



THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made by and between National College (Autonomous), Tiruchirappalli (hereinafter "NCT"), and Trichy SRM Medical College Hospital & Research Centre, Tiruchirappalli hereinafter "TSRMMCH&RC". Both NCT and TSRMMCH&RC shall also be collectively referred to as the "Parties" or the "Institutions."

This memorandum of understanding between the **Department of Biotechnology & Microbiology, National College (Autonomous), Tiruchirappalli, and Trichy SRM Medical College Hospital & Research Centre, Tiruchirappalli**, is intended to facilitate a collaborative research and training, institutional development, information dissemination exchange of faculty and students. The linkage hereby formed shall henceforth be 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. Purpose of the MoU: Definition.

1.1. The primary objective of this MoU is to create a means for cooperative efforts between NCT and TSRMMCH&RC to promote the academic and research information between the two Institutions.

1.2. The Parties agree that this MoU will provide the foundation and framework for later particular projects, developed by academic and administrative units from the two Institutions.

1.3. Both parties agree to contribute relevant resources and strengths pursuant to their commitment and in furtherance of objectives of this MoU, and collaborate in the broad areas of medical research.

### 2. Validation Period of this MoU.

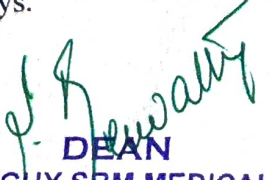
As stated in Section 1.2 above, this Memorandum of Understanding is intended only to provide a framework for separate and more formal and detailed written agreements by and between the Parties with regard to particular exchange endeavors. In this context, this MoU shall remain in place until:

2.1. Superseded by such a separate formal written agreement(s);

2.2. At the latest, three (3) years from the execution of same, unless the Parties mutually agree in writing to extend the same;

2.3. Terminated by either Party upon written notice of not less than ninety (90) days.

  
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### 3. Coordination Committee.

To facilitate this MoU, a NCT-TSRMMCH&RC Collaboration Coordination Committee will be formed. The committee will be composed of members from both Institutions with the Principal I/C Dr. K.Kumar, NCT as the chair, and Dr.S.Revwathy, M.D.,DGO.,DNB Dean (Academics & Administration) from TSRMMCH&RC.

#### The NCT Members are as follows:

1. Dr. M.A. Akbarsha Ph.D,  
Professor and Research Coordinator, Department of Biotechnology, NCT
2. Dr. Mohamed Jaabir Ph.D,  
Associate Professor and Head, NCT
3. Dr.Rohini Gomathinayagam Ph.D,  
Associate Professor, Department of Biotechnology, NCT

#### The SRM Members are as follows:

1. Dr. Revwathy, M.D.,DGO.,DNB  
Dean (Academics & Administration),  
TSRMMCH&RC, Tiruchirappalli
2. Dr. Chithra Rajalakshmi, M.D.,  
Prof. & HOD – Dept. of Microbiology  
TSRMMCH&RC, Tiruchirappalli.
3. Dr. Yuvaraj Jeyaraman, M.D.,  
Dean Research,  
TSRMMCH&RC, Tiruchirappalli.

### 3. Areas of Collaborations.

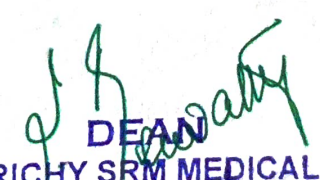
Pending approval by the Chief Executives of both Institutions, the areas of potential collaboration between the Parties in the fields of education, teaching, research and innovation shall include, but not be limited to:

#### 3.1 Education

3.1.1 Both Institutions may send delegations to visit the other Institution to learn about the other's educational system and curriculum design.

3.1.2 Both Institutions may also invite staff and/or faculty members from the other Institution to visit and be involved in short-term teaching and/or consultation. Details will be delineated in specific written agreements prior to any such visit.

  
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### 3.2 Student Training

3.2.1 Students (primarily undergraduate, post graduate students) of either Institution who wish to engage in research studies at the other Institution must meet the criteria established by the Receiving Institution for participation in that Program. A Program can be developed that will identify the specific requirements, rationale, goals and objectives, technical procedural skills, and personal skills necessary for successful completion.

### 3.3 Research Collaborations

3.3.1 Both Institutions will encourage biomedical research collaborations in areas of mutual interest. While it is expected that such collaboration would include medical diagnostics, translation research, other areas are also encouraged. Details shall be specified in the particular written agreement for each collaboration.

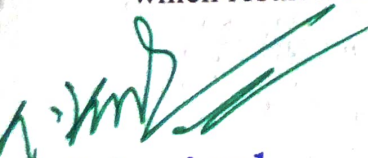
3.3.2 In the event a joint research project is proposed by either Institution, such research efforts will be carefully scrutinized by both Parties to evaluate the value for the proposed joint effort, the qualifications of the proposed participating faculty members, and the location of the research activity. If a decision is made by both Parties to approve the proposed project as a possible joint effort, both Institutions will actively seek outside funding for the proposed joint research project. Final approval of the project will be subject, in part, to securing funding deemed sufficient by each Institution.

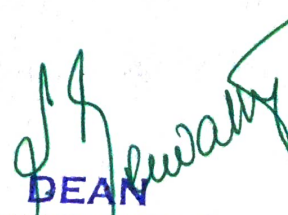
3.3.3 In such joint projects between the two Institutions, care will be taken to assure that there will be parity in the numbers and institutional ranks of the personnel involved. Any resulting publications shall include an acknowledgement of the contributions of each Institution in accordance with customary scientific practices.

3.3.4 The Institutions agree to comply with all applicable laws, including but not limited to the regulations from research funding bodies such as, ICMR, DST, DBT and other agencies; regulatory bodies such DCGI and other relevant authorities.

### 4. Intellectual Property and Research Collaboration Agreements

4.1 All publications resulting from the collaborative educational and research between the two Institutions shall acknowledge the existence of the collaboration formed under this MoU. Likewise, the relationship between the Parties shall be mentioned in all formal presentations which result from any collaboration formed under this MoU.

  
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4.2 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. All such discussions of the Parties regarding these matters will at all times strive to preserve a harmonious and continuing relationship between the Parties.

4.3 All research and other activities conducted under this MoU must be conducted in accordance with the laws, rules, and regulations applicable to each Institution.

### **5. Non-Discrimination.**

Both institutions subscribe to the policy of equal opportunity and will not discriminate on the basis of gender, age, caste, disability, race, color, religion, marital status, veteran's status, national or ethnic origin or sexual orientation.

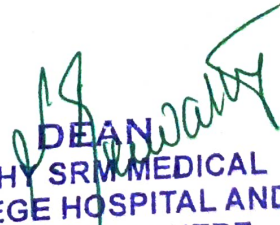
### **6. Applicable Rules; Emergencies.**

The Parties agree that the academic and research requirements of both educational Institutions will be respected and that all current policies, rules, regulations, and/or guidelines covering matters applicable to a Program will be shared with, and carefully followed by, the faculty members and students participating in the Program. In the event of a faculty member or student exposure to infectious or environmental hazards or other occupational injuries as a result of the clinical or research assignment, the faculty member or student will seek immediate medical attention consistent with the site's occupational exposure procedures. Such emergency care will be provided at the usual and customary charges.

### **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. The Parties to this MoU are acting as independent contractors representing their own respective independent Institution. This Memorandum of Understanding is a **non-contractual, non-binding statement of the Parties'** desire to engage in the exchange programs and activities outlined herein. 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 of any kind arising from, and/or related to this MoU.**

  
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### **8. Use of Institutions' Name: Advertising and Publicity.**

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 or otherwise sensitive or data-confidential nature ("Confidential Information"). All such information exchanged between the Parties shall be considered Confidential Information and shall not be used by the Parties except in the furtherance of the aims of this MoU, and further, neither Party, without the other Party's express written consent, shall disclose to any third party any such Confidential Information.

### **10. Data Sharing.**

All the source documents and results available with relevant investigations on biological material shared between institutions shall be made without any changes, or alterations thereof. The Source documents shall be stored for a period of 15 years or for the duration following guidelines issued by ICMR or any other regulatory body. Any data shared shall be anonymized by respective parties and no data shall be shared to any other third party.

### **11. Storage of Biological Samples**

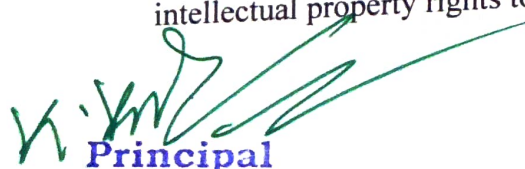
No biological shared between institutions shall be stored unauthorisedly. The biological samples shared shall be destroyed immediately on closure of the study.

### **12. Good Data Management practice**

The Good Data Management Practice shall be followed by both parties as per the ICMR Guidelines or WHO Guidelines on the same.

### **13. Ownership; No License.**

The receiving party acknowledges that the disclosing party (or a third party entrusting Confidential Information to the disclosing party) owns the Confidential Information and all patent, copyright, trademark, trade secret, and other intellectual property rights associated with the Confidential Information. Neither party grants an option, license, nor conveyance of any intellectual property rights to the receiving party under this MoU.



**Principal**

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13.1 Return of Confidential Information; Obligations.

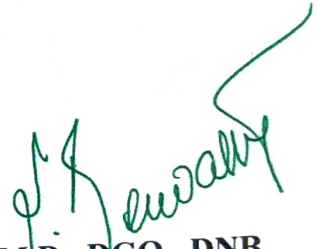
Upon termination of this MoU, or earlier at the request of the disclosing party, the receiving party shall return all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in its possession, custody, or control. However, the receiving party may retain one copy of the Confidential Information in the possession of its legal counsel solely to monitor its understandings under this MoU. The obligation of the receiving party to return Confidential Information to the disclosing party survives until fulfilled.

13.2 Survivorship. This section 13 survives the expiration or other termination of this MoU for any reason whatsoever.

This Memorandum of Understanding will become effective from the date of signing, and shall continue in effect for a period of 3 years from the date of signing and may be extended by mutual agreement.

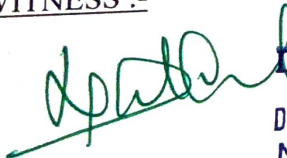
**IN WITNESSES WHEREOF** the parties hereto have executed the MEMORANDUM OF UNDERSTANDING as on the date first written above.

  
**Dr. K. KUMAR**  
PRINCIPAL I/C  
Principal I/C  
Dean of Research,  
National College (Autonomous).  
Tiruchirappalli.

  
**Dr. S. Revwathy, M.D., DGO., DNB**  
Dean (Academics & Administration),  
Trichy SRM Medical College Hospital  
& Research Centre, Tiruchirappalli

**DEAN**  
**TRICHY SRM MEDICAL**  
**COLLEGE HOSPITAL AND**  
**RESEARCH CENTRE**  
Irungalur, Trichy-621 105

WITNESS :-

1.   
**Dr. M.S. MOHAMED JAABIR**  
Head  
Department of Biotechnology and Microbiology  
National College (Autonomous)  
Tiruchirappalli - 620 001.

2. 

**Dr. ROHINI GOMATHINAYAGAM PhD**  
Associate Professor  
Dept. of Biotechnology and Microbiology  
National College (Autonomous)  
Tiruchirappalli-620 001.