

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR
FOR THE ESTABLISHMENT OF AN INTERNATIONAL COLLABORATION
IN MEDICAL EDUCATION, RESEARCH & CLINICAL SERVICES

This Memorandum of Understanding ("MOU") is entered into this Eighteenth day of August, 2009, ("Effective Date") by and between The Regents of the University of California, a State of California constitutional corporation, on behalf of the University of California, San Diego Health Sciences and its School of Medicine and Skaggs School of Pharmacy & Pharmaceutical Sciences, located in La Jolla, California, USA ("UCSD"), and the Indian Institute of Technology Kharagpur, located in Kharagpur, India ("IIT") with respect to the following:

Whereas, Indian Institute of Technology Kharagpur, the first, the largest and the most diversified amongst the chain of IITs and proud torch bearer of global IIT brand, besides strong education and research focus in engineering and sciences, the Institute has education and research interest in Medical Science & Technology, Medical Biotechnology, Medical Imaging, Drug Design Development, Micro and Nano Fluidics, Non-Invasive Testing Devices, Contraceptive Development and Reproductive Medicines.

Whereas, The University of California, San Diego has one of the five medical school campuses of the University of California University system. The UCSD School of Medicine is one of the most well respected medical training institutes in the USA. Much of UCSD's success is due to its incredible infrastructure under UCSD Health Sciences and its quality of education and research.

Whereas, University of California, San Diego and Indian Institute of Technology Kharagpur ("Institutes") jointly agree to collaborate in developing an International Medical Centre (IMC) at IIT Kharagpur. The IMC will be the first and only academic medical centre in India with a School of Medicine, a 300 bed state of the art hospital upgradable to 750 beds, a Research & Development Centre with strong linkages to Science and Engineering education and research system of a leading IIT, and a supporting

infrastructure for training of paramedical staff. The IMC will have its own housing and campus. The International Medical Centre will provide :

- Undergraduate and Postgraduate education in medicine with accreditation of both MCI (Medical Council of India) and ACGME (Accreditation Council for Graduate Medical Education, USA)).
- Facilities to carry out research in areas such as Medical Science & Technology, Medical Imaging, Non-Invasive Testing Devices, Medical Biotechnology, Drug Design and Development, Contraceptive Development, Micro and Nano Fluidics and Clinical Research jointly with the faculty and students of IIT Kharagpur.
- State of the art health care services to IIT Kharagpur community at reasonable cost.
- Service to referral patients from nearby industries, Government organizations, Defence, Railways and patients from nearby areas of the States of West Bengal, Jharkhand and Orissa.
- Low cost health care for medically underserved populations and economically disadvantaged groups, including tribal groups of the region.
- Opportunity for the generation of Intellectual Property Rights and their commercialization. The parties will enter into specific written agreements hereunder to clarify and define the nature, extent and terms for the collaborations and cooperation between them, including intellectual property ownership, funding and the requirements of each institution for participation. These agreements will require the approval of appropriate officers of each party. For agreed upon activities, both institutions will make available their facilities and staffs as further defined in such agreements.

- An environment that makes IMC an economically viable proposition and running the same with surplus / profit, if any, out of IMC will not be repatriated or shared by either parties and will be utilized to make it better.

RESPONSIBILITIES OF IIT KHARAGPUR

- IIT Kharagpur shall provide land for the International Medical Centre (IMC) on lease terms with no cost.
- IIT Kharagpur shall provide utilities such as water, electricity, telephone and data services at cost.
- The International Medical Centre will be an academic unit of IIT Kharagpur. Thus the students will qualify to earn Bachelors, Masters, Ph.D and Postdoctoral degrees of the Institute in their chosen field of study including Bachelor of Medicine and Bachelor of Surgery and Master of Medicine and Master of Surgery, consistent with the norms of the MCI.
- The doctors of International Medical Centre, if qualified, will have the status of the faculty of IIT Kharagpur for academic and research purposes.
- IIT Kharagpur will accord visiting faculty status to the faculty from UCSD when they visit IMC and permit their joint supervision of research work with the faculty of IIT Kharagpur.
- IIT Kharagpur will jointly work out curriculum and syllabus for undergraduate and postgraduate programmes in medical education with University of California, San Diego in an effort to enable the graduates to have an education programme accredited by both MCI and ACGME.
- IIT Kharagpur will work towards award of joint undergraduate, postgraduate and Ph.D degrees with UCSD, subject to prevailing rules, regulations and norms.

- IIT Kharagpur shall jointly bid for projects with UCSD from such sources as DST, DBT, ICMR, Indian Pharmaceutical and Medical Instrumentation Companies.

RESPONSIBILITIES OF UNIVERSITY OF CALIFORNIA, SAN DIEGO, Health Sciences

- UCSD shall help to develop IMC at the state of art hospital with best practices as available in the United States and comparable with its own hospital.
- UCSD shall help IIT Kharagpur to develop curriculum and syllabus for both undergraduate and postgraduate education in medicine, while aiming to meet the accreditation requirements of both Medical Council of India and ACGME.
- UCSD shall consider assigning some of their faculty for a period of three months per year to facilitate education in the IMC and participate in joint research collaborations with IIT Kharagpur.
- UCSD shall accept faculty from IMC and IIT Kharagpur as Visiting Faculty to their campus and facilities for a period of three months in a year to make sure the standard of education and research in the two participating institutions match and the outcome is advantageous to both. The Visiting Faculty from either of the Institutes will draw their salary from their parent organization. During the period, the Visiting Faculty shall fully participate in the activities of both the Institutes.
- UCSD shall encourage joint supervision of research at Masters and Ph.D levels and support effort to awarding joint degrees at undergraduate, postgraduate and Ph.D. levels.
- UCSD shall attempt to bid for sponsored research projects jointly with the IMC and IIT Kharagpur from international agencies.

JOINT RESPONSIBILITIES

An exchange will be developed in which students, residents and faculty from each institution will be able to participate in research and educational programs as outlined in subsequent documents. Any specific program will be subject to mutual consent,

availability of funds and approval of both parties.

Subject to such conditions UCSD and IIT Kharagpur shall be jointly responsible for:

- The creation and running of the IMC.
- Facilitating through exchange of faculty, students and ideas that help in creation of state of art education and research facilities in Health Sciences.
- Resolving any dispute through mutual consultation and final arbitration by the designated respective leadership of each organization, UCSD and IIT Kharagpur.
- The two Institutes, IIT Kharagpur and UCSD, will work out a management structure for smooth functioning of the International Medical Centre.
- UCSD and IIT shall help in establishment of the IMC through seeking funds from government and non-government sources along with individual sources and charitable foundations.

General Provisions

1. The Parties agree that this MOU is not a formal legal agreement giving rise to any legal relationship, rights, duties or consequences, but it is only a definite expression and record of the purpose of the parties to which the parties are bound in honor only.
2. This MOU will be effective when both parties have signed it and shall remain in force for the period from the Effective Date until August 17, 2012, subject to renewal or until terminated earlier by either party by giving the other party thirty (30) days notice in writing, however, no termination should adversely interrupt or impair a program or course of study or its participants, commenced prior to such termination.
3. Language. Should this MOU be issued in different languages, the terms of the English version shall control and shall indicate the agreement of the parties.
4. Currency. All references to currency expressed under this MOU and all payments made pursuant to the terms of this MOU and subsequent agreements between the parties shall be in United States Dollars.
5. Counterparts. This agreement may be executed and may be transmitted by facsimile in two or more counterparts each of which shall be deemed an original and all of which shall together be deemed to constitute one fully executed agreement.

This Memorandum of Understanding is signed today, the 18th August 2009, at IIT Kharagpur in the august presence of the distinguished member of the Ministry of Human Resource Development and diplomats.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates set forth below.

For and on behalf of

For and on behalf of IIT Kharagpur

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA on behalf of the
University of California, San Diego
Health Sciences

By: 

8/13/09
Date

Shawn Sheffield.
Assistant Vice Chancellor Resource
Strategy & Planning


By: 

18-8-09
Date

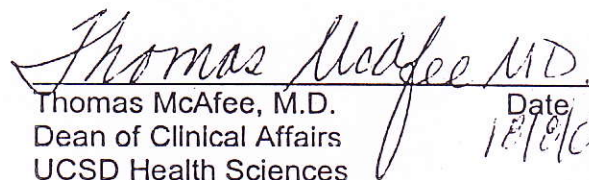
Name: D ACHARYA

Title: Director

Acknowledged by:

 8-18-09

Mounir Soliman, M.D., M.B.A. Date
Executive Director of UCSD International
UCSD Health Sciences

 18/8/09

Thomas McAfee, M.D.
Dean of Clinical Affairs
UCSD Health Sciences