

**MEMORANDUM OF UNDERSTANDING FOR INSTITUTIONAL
COLLABORATION
BETWEEN
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IITKGP),
AND
JBC HEALTHCARE & RESEARCH PRIVATE LIMITED (JBCHRPL)**

Preamble

Indian Institute of Technology Kharagpur (IITKGP) is a reputed institution of higher learning situated at Kharagpur, India, 721302

Joint & Bone Care Hospital (a project of JBC Healthcare & Research Private Limited) (JBCH) is located at DD-35, Sector 1, Salt Lake, Kolkata – 700064, West Bengal has been promoted by a leading orthopedic surgeon of the country and other professionals with the objective of creating a Centre of Excellence in field of orthopedic practice and innovative research.

IITKGP and JBCHRPL have agreed for institutional collaboration in education and research. The primary objective is to promote interaction and collaboration between faculty and staff of the two institutions through visits and exchange of knowledge, carry out joint research programme on a reciprocal basis. This document presents a general framework for such a relationship. It also includes some specifically identified areas of cooperation, which may be updated from time to time.

Coordination

Dr. Joydeep Banerjee Choudhury shall be the Coordinator from JBCHRPL and Professor Sanjay Gupta of Department of Mechanical Engineering shall be the Coordinator from IITKGP. The participants and Coordinators may change from time to time as decided by appropriate authority of the respective institutions.

Scope of Cooperation

The following areas of cooperation have been identified under this agreement.

- (i) Joint research projects: The two parties will explore opportunities of undertaking joint research projects, and may seek research funding from external funding agencies. Each such research proposal shall require approval of the respective institutions.
- (ii) Joint academic activities and events: IITKGP and JBCHRPL may formulate joint academic activities such as short course, seminars, workshops or conferences based on mutual interests and available expertise in both the institutions. They may also share and carry out joint research in technology for distance and computer-based learning.

- (iii) Data sharing: Sharing and analysis of clinical and radiographic data including on site presence of researchers of IITKGP at the Hospitals administered by JBCHRPL

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.

Non-discrimination

IITKGP and JBCHRPL agree not to discriminate against any person because of age, sex, national origin, race, ancestry, color, religious 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.

Intellectual Property

Each institution will adhere to the intellectual laws of the country. Intellectual property developed during the visit of an exchange student/researcher/faculty/staff will be governed by the rules of the host institute unless otherwise specified.

Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of this agreement. If one Party receives any BGIP from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

The two institutions shall jointly own results and Intellectual Property generated thereof for clearly defined collaborative projects and exchange programmes. This joint ownership of Jointly Developed Intellectual Property (JDIP) also entitles each party to explore commercialization. However, transfer or sale of JDIP and associated sharing of revenue shall be governed by a separate agreement.

Financing

IITKGP and JBCHRPL will give special attention to obtain funded projects from industry and other funding agencies to support their research collaborations. The host institute will make arrangements for local living including accommodation, food, i etc. at reasonable costs to visiting researchers, professionals and faculty and ensure proper working environment. All travel costs shall be borne by the visitors or their home institution. Additional support, if any, will be governed by separate agreements that may be drawn up for specific activities.

Legal Status

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.


Validity

This agreement 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 agreement may be terminated:

- a. on either party giving the other party 6 months' prior written notice;
- b. on written notice by one of the Parties if the other Party has committed a breach of this agreement.

However, specific commitments made prior to such intimation shall be honoured by both the partners.



Dr. Joydeep Banerjee Choudhury
Director
JBCHRPL
Kolkata, India

Date: 16.11.18.



Prof. S.K. Bhattacharyya
Deputy Director
Indian Institute of Technology Kharagpur
Kharagpur, India

Date: 16.11.2018