

**MEMORANDUM OF UNDERSTANDING FOR INSTITUTIONAL COLLABORATION
BETWEEN
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IIT KGP),
AND
SRI VENKATESWARA VETERINARY UNIVERSITY, TIRUPATI**

Preamble

The Indian Institute of Technology Kharagpur (herein after referred to, as IIT KGP and the expression shall include all its present and future units) is an autonomous public engineering institute of national importance established by the Minister of Human Resource Development (MHRD), Government of India through the *Institutes of Technology Act, 1961*. School of Medical Science and Technology (SMST) has started at IIT KGP to provide a platform of teaching and research in diverse areas of medical sciences and technology. It has a number of well-equipped state-of-the-art laboratories and supported by excellent faculty members, in addition to many other faculty members from different departments of the IIT KGP. SMST has aim to provide a platform of interdisciplinary teaching and research in the field of medical science & technology, which can lead to a better-integrated healthcare delivery system. The School runs physician-scientist courses and training programs, which aims to bridge the gap that has historically separated biological sciences from engineering and physical sciences. The School has collaboration with some of the best medical research institutes and medical industries from all over the world.

Sri Venkateswara Veterinary University, Tirupati (SVVU) established vide Govt. of Andhra Pradesh Act No. 18 of 2005 and recognized by University Grants Commission is involved in veterinary, Dairy and Fisheries Sciences Research.

IIT KGP and SVVU have agreed for institutional collaboration in education and research. The primary objective is to promote interaction and collaboration between faculty, staff and students of the two institutions through visits and to enter into long-term collaboration for promotion of collaborative research in areas of mutual interest including biomaterials on a reciprocal basis. The relationship also aims at enhancing the technological, social and cultural relations of both countries/states/regions. 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. Makkena Sreenu shall be the Coordinator from SVVU, and Professor Santanu Dhara shall be the Coordinator from IIT KGP. 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 regarding the Large Animal Trials for the Biomaterials being developed and may seek research funding from external funding agencies. Each such research proposal shall require approval of Committee for the Purpose of Control and Supervision of Experiments on Animals (CPCSEA).

- (ii) Joint academic activities and events: IIT KGP and SVVU may formulate joint academic activities such as short course, seminars, workshops or conferences based on mutual interests and available expertise in both the institutions.

The areas of cooperation may be revised by mutual consent. However, specific programs may require separate agreements detailed out and documented as annexures to this MoU.

Non-discrimination

IIT KGP and SVVU 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.

Code of Conduct

Visiting student and faculty will abide by the codes of conduct of the host Institution.

Management

Dean, Post Graduate Studies and Research of the IIT KGP and the Dean, Faculty of Veterinary Sciercer of SVVU will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.

Exchange of Information

- 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.
- 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.

Intellectual Property

Each institution will adhere to the intellectual laws of its nation. 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 programs. 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.

The IIT KGP will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the research work. The IIT as the first applicant (for its institute) and the Second party shall be the joint applicants for IPRs and involved scientific staff shall be included as the inventor/breeder/author.

Financing

Both institutes will consider tuition fee waivers to the visiting students. The host institute will make arrangements for local living including accommodation, food, insurance etc. at reasonable costs to visiting students and faculty. 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 and Termination

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:

- on either party giving the other party 6 months' prior written notice;
- 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 honored by both the partners including ensuring that any student at that time participating in the Program is able to complete the term of the assignment and be assessed for it.

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 is applicable to all constituent institutions of SVVU including NTR College of Veterinary Science, Gannavaram.

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.


Dr. D. SRINIVASA RAO
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University Tirupati
Andhra Pradesh-517502
Tel. No.: 0877-2249112 48894

Date: REGISTRAR
S. V. VETERINARY UNIVERSITY
TIRUPATI-517 502

Signature with seal

Prof. P K Das
Dean, Post Graduate Studies and Research
Indian Institute of Technology Kharagpur
Kharagpur, India
Tel. No.:03222-282036

Date:  प्रो. पी. के. दास/Prof. P. K. Das
संकायाध्यक्ष, स्नातकोत्तर अध्ययन एवं शोध
Dean, Postgraduate Studies & Research
भा.प्रौ.सं., खड़गपुर/IIT Kharagpur

Signature with seal

Witness 1-----

Witness 1-----

Witness 2-----

Witness 2-----