

**Office of Dean (AA&IR)  
IIT Kharagpur**

Dt: 05<sup>th</sup> May, 2010

This is for your kind information that the MOU Agreement between All India Institute of Medical Sciences (AIIMS) and Indian Institute of Technology Kharagpur has duly been signed by the Competent Authority of AIIMS and IITKGP, a copy of which is enclosed herewith.

Encl: As stated

  
(Amit Patra)  
Dean (AA&IR)

To:

- i) Deputy Director & Chairman, MOU Sub-Committee
- ii) Prof. Partha P. Chakrabarti, Dean (SRIC)
- iii) Prof. S. K. Som, Dean (UGS)
- iv) Prof. Pratap K. J. Mohapatra, Dean (PGS&R)



1. File.  
2. Report to Board For information and record P.  
3. Not to be sent to Prof. A. Patra  
3. Not to be sent to Prof. A. Patra  
3. Not to be sent to Prof. A. Patra  
Dean (AA&JR)

7000  
30-4-18

**DEPARTMENT OF PATHOLOGY  
ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
Ansari Nagar, New Delhi-110029 (INDIA)**

**S.K. Panda M.D., F.A.Sc**  
*Prof & Head*

Phone : 91-11-2659 4924 (off.)  
: 91-11-2659 3493  
91-11-26588915 (res.)  
: 91-11-26588916  
Mob: : 9968173829  
: 9810477853  
: 9868397190  
Fax : 91-11-26588663 / 26588641  
E-mail : subrat@gmail.com

Dt: 28<sup>st</sup> April, 2010

Prof. Partho P. Chakrabarti,  
Dean,  
Sponsored Research & Industrial Consultancy,  
IIT Kharagpur-721302

Dear Prof. Chakrabarti,

Please find enclosed the MOU Agreement duly signed by Professor Incharge Research at All India Institute of Medical Sciences, New Delhi. A copy has been kept by AIIMS.

Thanking you,

Yours sincerely,

  
(Dr. S.K. Panda)

Encl: As above

## Agreement

This agreement is signed with an objective carry out a joint project to develop a microfluidic auto-analyzer as a platform technology for rural use, between, All India Institute of Medical Sciences, New Delhi hereinafter called as "AIIMS" AND Indian Institute of Technology, Kharagpur, hereinafter called as "IITKGP".

### **2. Activities under Memorandum of Understanding:**

To carry out joint projects to develop microfluidic auto-analyzer and its corresponding reader which may be useful for rural healthcare delivery system in developing countries.

### **3. RESEARCH & DELIVERABLES UNDER THIS PROJECT:**

- a. Development of a microfluidic auto-analyzer chip platform
- b. A portable equipment for analysis and display of the results from the chip described as above

### **4. FUNDING:**

Both the parties will jointly approach various funding agencies for funds for projects in due course.

### **5. DURATION AND TERMINATION**

This agreement is valid for a period of three years from the date of its signing unless terminated or extended in writing by both parties on such terms and conditions as mutually agreed upon.

Either party may terminate this agreement by giving the other thirty days (30 days) prior written notice of termination.

In the event of pre-mature termination, if any party desires, it may continue on its own with the project work with the funds available with it and/or enter into collaboration with any other organization (s) as deemed fit.

### **6. CONTACT DETAILS:**

All administrative and financial matters related to the PROJECT will be administered by Dean (SRIC) on behalf of IITKGP.

IITKGP hereby designates Prof. Suman Chakraborty, Professor, Department of Mechanical Engineering, IIT Kharagpur as the point of contact for all correspondences regarding technical issues pertaining to the PROJECT. The contact details of Prof. Suman Chakraborty are hereunder: -

"Professor, Department of Mechanical Engineering, IIT Kharagpur, Kharagpur-721302", Email: [suman@mech.iitkgp.ernet.in](mailto:suman@mech.iitkgp.ernet.in), Telephone: 03222-282990, FAX: 03222-282278"

Prof. Suman Chakraborty will also be the Principal Investigator of the item 3 a. above and Prof. P. K. Dutta, Head, School of Medical Science and Technology, will be the PI of the project under 3 b. above.

All administrative and financial matters at AIIMS shall be dealt by the Professor In-charge, research section, All India Institute of Medical Sciences New Delhi-110029

AIIMS hereby designates Prof. S. K. Panda as the Principal investigator from AIIMS and focal point of contact on its behalf. The contact details of Prof SK Panda are as under: -

Professor Subrat Kumar Panda,  
Prof and Head , Department of Pathology,  
AIIMS, New Delhi-110029  
Email : [subrat@gmail.com](mailto:subrat@gmail.com)  
Phone : 011-26589936,09810477853,  
09968397190, 09868397190  
FAX : 011-26588663, 26588641.

## 7. INTELLECTUAL PROPERTY/COPY RIGHTS, PATENTS AND COMMERCIAL RIGHTS

- 7.1 Any Intellectual Property owned by either party pertaining to the subject matters (s) of the PROJECT (s) prior to the signing of this Agreement shall remain its sole property. This Agreement in no manner implies any licensing, assignment of such Intellectual Property to either party.
- 7.2 The result/data/intellectual property developed under the project shall be jointly owned by both the parties.
- 7.3 Both parties hereby agree that no party shall assign or license to a third party any Intellectual Property mentioned in 7.2 without the written consent of the other party.
- 7.4 Both parties hereby agree that jointly or as decided through consultation they may provide license or assign any IP as at 7.2 to a third party and proceedings of such Licensing and/or technology and know-how transfer shall be shared equally by the both the parties (IITKGP and AIIMS).
- 7.5 In the event of any premature termination of this agreement and the parties deciding to work on their own, the Intellectual Property developed by each party shall be its exclusive and sole property and the other party shall thereafter have no claim on it.

## DISPUTE SETTLEMENT

Any dispute arising with regard to any aspect of this agreement shall be settled through mutual consultations between the parties without any intervention of a third party. In all cases jurisdiction will be with respect to the laws of India.

## 12. AMENDMENT TO THE AGREEMENT:

No amendment/modification to the AGREEMENT can be made unless it is in writing and signed by both the Parties. The amendment shall be effective from the date on which they are made/ executed unless otherwise agreed to.

IN WITNESS WHEREOF both the parties hereto set their hands and signed the agreement on the day, month and year mentioned above.

For and on behalf of

Indian Institute of Technology  
PO: Kharagpur Technology  
Kharagpur, PIN-721 302

By:

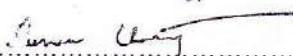
Title: DEAN

Sponsored Research & Industrial Consultancy  
प्रो. पायथ पर्सनल चक्रवर्ती  
Indian Institute of Technology Kharagpur  
राबर्टी बाबरी डीन  
संकायाध्यक्ष  
अनुदानित शोध एवं अंदीगीक सलाहकारिता  
Sponsored Research & Industrial Consultancy  
आ.प्रो.सं. खड़गपुर-७२१३०२/I.I.T. Kharagpur-721302

### WITNESS:

1. 

Prof. P. K. Dutta  
Professor, Deptt. of Electrical Engg.  
Head, SMST  
IIT Kharagpur

2. 

Prof. Surjya Chakrabarty  
Professor, Deptt. of Mechanical Engg.  
IIT Kharagpur

For and on behalf of

All India Institute of Medical Sciences,  
Ansari Nagar, New Delhi  
PIN – 110 029

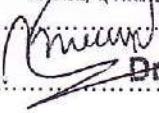
By:

Title: Prof In charge

Research Section

All India Institute of Medical Sciences (AIIMS),  
New Delhi- 110029

Date: ..... डॉ. ए० बी० डै० Dr. A. B. Dey  
आचार्य, कायचिकित्सा विभाग एवं  
Professor, Department of Medicine &  
आचार्य प्रभारी, अनुसंधान विभाग  
Professor-in-charge, Research Section  
असामाजिक, नई दिल्ली-२९, भारत/AIIMS, New Delhi-110029, INDIA

  
Dr. Manoj K. Singh  
Professor  
Department of Pathology  
AIIMS, Ansari Nagar,  
New Delhi-110029

2. Vaishali Suri

Assist. Prof.

Dept. of Pathology  
AIIMS

Office of Dean (AA&IR)  
IIT Kharagpur

Dt: 13<sup>th</sup> April, 2010

A draft Agreement with the All India Institute of Medical Sciences (AIIMS), New Delhi, is enclosed, the objective of which is to carry out joint research projects to develop microfluidic auto-analyzer and its corresponding reader which may be useful for rural healthcare delivery system in developing countries. Deliverables under this project are :

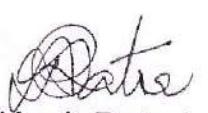
- a. Development of a microfluidic auto-analyzer chip platform
- b. A portable equipment for analysis and display of the results from the chip described as above.

Prof. Subrat K Panda, Professor and Head, Department of Pathology, AIIMS, New Delhi will be the Principal Investigator from AIIMS and Prof. Suman Chakraborty and Prof. P. K. Dutta will be the Principal Investigators from IIT Kharagpur.

Both parties will jointly develop a prototype for a proof of concept and will seek projects from external funding agencies for support after the developed IPR is protected.

The Director is requested to kindly approve the attached agreement and permit the projects to be carried out through SRIC.

Submitted.

  
(Amit Patra)  
Dean (AA&IR)

Dean (SRIC)  14/4/10

DIRECTOR

# Agreement

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IITKGP hereby designates Prof. Suman Chakraborty, Professor, Department of Mechanical Engineering, IIT Kharagpur as the point of contact for all correspondences regarding technical issues pertaining to the PROJECT. The contact details of Prof. Suman Chakraborty are hereunder: -

"Professor, Department of Mechanical Engineering, IIT Kharagpur, Kharagpur-721302", Email: [suman@mech.iitkgp.ernet.in](mailto:suman@mech.iitkgp.ernet.in), Telephone: 03222-282990, FAX: 03222-282278"

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AIIMS hereby designates Prof. S. K. Panda as the Principal investigator from AIIMS and focal point of contact on its behalf. The contact details of Prof SK Panda are as under: -

Professor Subrat Kumar Panda,  
Prof and Head , Department of Pathology,  
AIIMS, New Delhi-110029  
Email : [subrat@gmail.com](mailto:subrat@gmail.com)  
Phone : 011-26589936,09810477853,  
09968397190, 09868397190  
FAX : 011-26588663, 26588641.

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- 7.3 Both parties hereby agree that no party shall assign or license to a third party any Intellectual Property mentioned in 7.2 without the written consent of the other party.
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- 7.5 In the event of any premature termination of this agreement and the parties deciding to work on their own, the Intellectual Property developed by each party shall be its exclusive and sole property and the other party shall thereafter have no claim on it.

7.6 7.7. If any party requires/ requests any of Intellectual Property developed as at 7.2, the other party may consider providing a nonexclusive and non transferrable license, the details of which shall be worked out at that time and shall have no bearing on this Agreement.

7.7 7.8 If any party develops any Intellectual Property, after the expiry of this agreement and without the involvement of the other ,while continuing the research and development work using the IP generated during this Agreement; such Intellectual Property shall be its sole property and the other party shall not have any claim whatsoever on that.

7.8 Both parties hereby agree that no publication of any data and research carried out under this AGREEMENT shall be made by either party without the consent of the other party in writing. Each party shall notify the other in writing about such publication and in turn the other party shall respond within 45 days of such notice, either agreeing toor refusing to provide such consent,.In absence of any communication , it shall be deemed that consent has been given.

## **8. CONFIDENTIALITY**

During the tenure of this Agreement and three years thereafter both teams of IITKGP and AIIMS working in this project undertake on their behalf and on behalf of their subcontractors / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof, of all the confidential information and data exchanged/ generated pertaining to the project under this Agreement for any purposes other than in accordance with this Agreement. During the tenure of this Agreement all information considered confidential shall be explicitly stated as confidential.

Both IITKGP and AIIMS shall take sufficient care that there is no wrongful publication and / or use of the study and its outcome by either or any of its employees, associates or persons connected with the project, during the pendency of research under this Agreement.

## **9. NON DISCLOSURE**

Both the Parties shall not publicly announce or disclose the existence of agreement, terms or conditions, or advertise or release any publicity regarding this agreement without the prior written consent of the other party. This provision shall survive the expiration of this agreement by a period of five years.

## **10. DAMAGES**

No party shall be liable to each other for direct, indirect or consequential damages, if any, involving the project work.

## 11. DISPUTE SETTLEMENT

Any dispute arising with regard to any aspect of this agreement shall be settled through mutual consultations between the parties without any intervention of a third party. In all cases jurisdiction will be with respect to the laws of India.

## 12. AMENDMENT TO THE AGREEMENT:

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IN WITNESS WHEREOF both the parties hereto set their hands and signed the agreement on the day, month and year mentioned above.

For and on behalf of  
Indian Institute of Technology  
PO: Kharagpur Technology  
Kharagpur, PIN-721 302

For and on behalf of  
All India Institute of Medical Sciences,  
Ansari Nagar, New Delhi  
PIN- 110 029

By:  
Title: Dean  
Sponsored Research & Industrial Consultancy  
Indian Institute of Technology  
Date: .....

By:  
Title: Prof In charge  
Research Section,  
All India Institute Of Medical Sciences (AIIMS),  
New Delhi- 110029  
Date: .....

## WITNESS:

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