



Office of Alumni Affairs & International Relations
Indian Institute of Technology Kharagpur
Kharagpur – 721 302

Ref: 2055 /2023/OIR


Date: 13.11.2023


NOTE


The draft MoU with Fortis Hospitals Limited was placed at the MoU Committee meeting on 19th January, 2023. The MoU was approved for signatures.

The Draft is being placed to the Legal Cell for their feedback before it is placed for the Director's approval.

The renewal draft along with the Minutes of the Meeting is being shared for your review and comments.

 13/11/23
IR Executive

 13/11.
AR (AA&IR)

for  14/11/23
Associate Dean (AA&IR)

Sr. Law officer -

Ayush Ray
15.11.23



Office of International Relations
Indian Institute of Technology Kharagpur
Kharagpur – 721 302

Ref: 2018/2023/OIR

Date: 20.10.2023

Subj: Request for MoU Approval with Fortis Hospitals Limited

IIT Kharagpur and Fortis Hospitals Limited wish to sign an MoU to foster collaboration in institutional collaboration in education, research and outreach programmes.

The primary objective is to promote interaction and collaboration between faculty, medical professionals and students of the two institutions to carry out joint academic and research programmes, joint supervision of undergraduate, masters and doctoral students on a reciprocal basis, and collaborative research projects.

To this end the MoU was placed at the MoU Committee meeting on 19th January, 2023 (Flag 1). The MoU Committee had recommended that the section on financing be modified. The recommended modifications were made to the draft and draft MoU was shared with Fortis on July 29th By Prof. Suman Chakraborty. (Flag 2). Subsequently 02 original copies of the partially signed MoU was received from Fortis after 30th August, 2023 (Flag 3). The partially signed MoUs were placed for Dean R&D's review by Prof. Suman Chakraborty in September (Flag 4). It is understood that the MoU is approved by Dean R&D for further processing.

02 original copies of the partially signed MoU, Minutes of Meeting, and supporting emails are enclosed. It is recommended that Dean R & D be the signatory of the MoU.

Submitted for kind consideration and subsequent approval.

Enclosed:


Flag 1: Minutes of MoU Committee Meeting

Flag 2: Email correspondence of Prof. Chakraborty to Fortis Hospitals Ltd.

Flag 3: 02 original copies of the partially signed MoU

Flag 4: Email correspondence of Prof. Chakraborty to Dean R&D


20/10/23
IR Executive


AA (AA&IR) 20/10/23.


AR (AA&IR) 20/10.

Associate Dean/AA&IR

Dean OR & AA

Deputy Director

Director

Please update about the
status of legal vetting of this MoU.
03/11/2023.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and executed on this 30th day of August 2023 by and between:

Indian Institute of Technology Kharagpur, Kharagpur, India – 721302, an autonomous institution under Ministry of Education, Government of India (hereinafter referred to as "IITKGP" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First Part;

And

Fortis Hospitals Limited, a company incorporated under the laws of India and having its registered office at Escorts Heart Institute and Research Centre, Okhla Road, New Delhi -110025 (hereinafter referred to as "FHSL" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second Part

(Hereinafter IITKGP and FHSL shall collectively be referred to as "Parties" and individually as "Party")

- A. IITKGP founded in 1951, is the first of the IITs to be established and is an institute of national importance as recognized by the Government of India. Apart from excellence in undergraduate and postgraduate programmes, IITKGP has a long history in cutting edge research and development. Considerable amount of interdisciplinary research is currently underway involving various Departments, Centers and Schools in IITKGP.
- B. FHSL is a leading integrated healthcare services provider in India and is one of the largest healthcare organization in the country with healthcare facilities across India. It runs and operates a hospital namely "Fortis Hospital" at Anandapur, Off E M Bypass, Kolkata ("Hospital").
- C. IITKGP and FHSL have agreed for institutional collaboration in education, research and outreach programmes. The primary objective is to promote interaction and collaboration between faculty, medical professionals and students of the two institutions to carry out joint academic and research programmes, joint supervision



of undergraduate, masters and doctoral students on a reciprocal basis, and collaborative research projects. This MOU 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.

- D. Based on mutual discussions and relying on the representations, FHSL has agreed to enter into this MoU with IITKGP.

COORDINATION

Dr. Shuvanan Ray, Director Cardiology, shall be the Coordinator from FHSL and Prof. Suman Chakraborty, 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 Co-operation

The following areas of co-operation have been identified under this MOU.

1. Joint research projects: Both the 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 and any other approval as may be required under applicable laws.
2. Exchange of Faculty/ Scientists/ Researchers/ Students/ Fellows: Both Parties will explore opportunities for interaction among the scientists, members of the faculty, as well as creating Visiting Faculty/ Visiting Scientist positions. The total duration of visits from each side is expected to be comparable. Similar exchange visits will be explored for students and Fellows. Each such visit shall require approval of the respective institutions.
3. Use of laboratory facilities and sharing of data: Both Parties will explore the use of each other's' laboratory facilities and exchange of data, for education and research purpose, on mutually agreeable terms and conditions. Each Party agrees to take appropriate measures for ensuring protection and privacy of the data shared in the process. The areas of co-operation may be revised by mutual consent.



Intellectual Property

Each Party will adhere to the intellectual Property Laws of India. Intellectual property (IP) developed during the visit of an exchange student/researcher/faculty will be governed by the rules of the host institute unless otherwise specified. Parties shall jointly own results of clearly defined collaborative projects and exchange programmes. This joint ownership also entitles the Parties to explore commercialization. However, transfer of jointly developed technology and associated sharing of revenue shall be governed by a separate agreement. The IP filing, maintenance and protection costs shall be shared by both the Parties. Furthermore, if one Party receives any information from the other Party under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received as per terms of the non-disclosure agreement. To the extent permitted by applicable law, the Parties shall maintain all information concerning this MOU and any pending or subsequent negotiations between the Parties as confidential, disclosing information only to those individuals and representatives as designated by the other Party, provided that such individuals acknowledge and agree to maintain the confidentiality of such information.

Financing

Both Parties shall bear the costs of their respective parts of this programme and may consider allocating seed money to initiate this MoU. For the joint endeavours, they will try to raise funding from various sources including but not limited to fees, Trusts and Foundations, Government and other bodies. Special attention will be given to obtain funded projects from public and private bodies as well as from alumni to support such collaborations.

Legal Status

This MOU shall, in all respects be governed by and construed in accordance with the laws of India and the courts at Kolkata shall have sole and exclusive jurisdiction to entertain any disputes that may arise hereunder.

This MOU is a statement of intent to foster genuine and mutually beneficial co-operation and is not legally binding on both the parties. Any disputes shall first be resolved through mutual discussion. If within a reasonable time the Parties fail to resolve their difference(s) then the Parties may approach to courts at Kolkata who shall have sole and exclusive jurisdiction to entertain any disputes that may arise hereunder



Fortis Hospital

730 Anandapur, EM Bypass Road,
Kolkata - 700 107, West Bengal

Tel : +91 33 6628 4444

Fax : +91 33 6628 4242

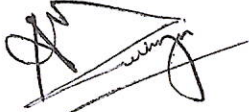
Emergency : 105711

E-mail : enquiries@fortishealthcare.com

Website : www.fortishealthcare.com

Validity

This MoU is valid for an initial period of (5) five years and becomes effective from the date of execution. The MoU period may be extended by mutual consent. In case one Party wishes to terminate the MoU, intimation will have to be sent at least one month in advance to other Party. However, specific commitments made prior to such intimation or natural expiry of this MoU shall be honored by both the parties.

INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR	FORTIS HOSPITALS LIMITED
Authorized Signatory	 Authorized Signatory (Ashish Mukherjee)



**Office of the Dean, International Relations
Indian Institute of Technology Kharagpur**

DEPUTY DIRECTOR'S OFFICE
No. 296
IN 14/01/2023
OUT
IIT KHARAGPUR

Date: 19.01.2023

Subject: Minutes of the MoU Committee Meeting Dated 19th January, 2023.

The MoU Committee comprising the undersigned members met on 22nd Sept, 2022 in the Dean's Conference Room. The minutes and resolutions of the meeting are as under.

Prof. Amit Patra	Chairman, MoU Committee
Prof. Jayanta Mukhopadhyay	Dean, OR&AA
Prof. M. Ramgopal	Dean, FoEA
Prof. Krishna Kumar	Dean, FoS
Prof. Saswat Chakraborty	Dean, FoBTBS
Prof. Chandan Chakraborty	Dean, R&D
Prof. Debashish Chakravarty	Associate Dean, AA & Branding
Prof. Goutam Chakraborty	Associate Dean, IR & Ranking (Secretary & Convener)

It was decided unanimously that in the next HoD meeting it would be announced that MoUs related to R&D projects will be directly handled by Dean R&D. Academic MoUs would be placed in the Institute MoU committee. A top cover, containing initial activities would have to be filled-up by the proposer of the MoU.

Action Items:

1. New MoU with **Fortis Hospitals Limited**: Prof. Suman Chakraborty, ME

Resolution: The committee recommended that the section on Financing be modified, by omitting second paragraph, The MoU is approved for signatures. Dean R&D will sign on behalf of IITKGP.

2. New MoU with **TATA Hitachi**: Prof. Suman Chakraborty, ME

Resolution: The committee recommended that the part 'Medical Treatment' be omitted from the objectives of the present MoU. A separate MoU may be drafted between Tata Hitachi and Shyama Prasad Mukherjee Hospital to facilitate medical treatments to the staff members of Tata Hitachi.

With regard to the CSR, the committee approved the proposal and recommended that an MoA may be drafted between Tata Hitachi, IITKGP and Shyama Prasad Mukherjee Hospital.

3. New MoU with **National Hydro Power Corporation (NHPC)**: Prof. Ashok Pradhan, EE

Resolution:

The committee observed the following:

- The document is an MoU not an MoA
- A Preamble to NHPC was required
- Standard text of the IPR was to be included
- The scope of service CSR portion of the MoU needs to be clarified.

13. New MoU with National Highway & Infrastructure Devpt. Corp. (NHIDCL)

Resolution: It was brought to the notice of the MoU committee by Prof. D.K Baidya that the MoU has already been signed. The committee requested Prof. Baidya to share the signed document with OIR.


14. New MoU with **Head Quarters Maintenance Command, IAF (Nagpur):** Prof. Manoranjan Sinha, Aerospace

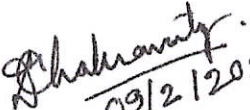
Resolution: The committee noted the following:

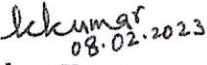
- Editorial modifications to be done for e.g. Replacing Chennai with IITKGP
- Dean R&D will be the Point of Contact of this MoU
- The draft may be forwarded to Dean R&D for further review
- Dean R&D will handle the MoU and it will remain outside the purview of the MoU committee.

15. New MoU with Central Sanskrit University: Dr. Dipesh Vinod Katira/Dr. Jayashree A. Gajjam

Resolution: Due to lack of time the MoU could not be discussed. The committee recommended that the draft MoU be circulated via email for committee's comments.

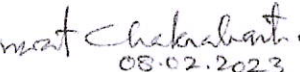

Goutam Chakraborty
Associate Dean, IR (Secretary & Convener)


09/2/2023.
Debashish Chakravarty
Associate Dean, AA & Branding


08.02.2023
Krishna Kumar
Dean, FoS


Chandan Chakraborty
Dean, R&D


08/2/23
M. Ramgopal
Dean, FoEA


08.02.2023
Saswat Chakraborty
Dean, FoBTBS


Jayanta Mukhopadhyay
Dean, OR


09/2/23
Amit Patra
Chairman, MoU Committee