



## MEMORANDUM OF UNDERSTANDING (MoU)

Between  
Srimanta Sankaradeva University of Health Sciences, Guwahati  
And  
Indian Institute of Technology Guwahati, Guwahati

*This MoU is made and executed on this 24<sup>th</sup> day of June Two Thousand Sixteen at Guwahati by and between*

**Indian Institute of Technology Guwahati** an autonomous institute incorporated under the **Institute of Technology (Amendment) Act, 1994** having its registered address at the Indian Institute of Technology Guwahati, Guwahati 781039, Assam, India (hereinafter called "IITG" which expression shall where the context so admits include its successors and permitted assignees) party of the one part,

AND

**Srimanta Sankaradeva University of Health Sciences, Guwahati** a health university established in **2009** as per act "**The Srimanta Sankaradeva University of Health Sciences, Act, 2007**" located in Gauhati Medical College Building (2<sup>nd</sup> Floor) at Narakasur Hill Top, Bhangagarh, Guwahati-32 (hereinafter referred to as "SSUHS" which expression shall where the context admits, include its successors or assignees) party of the second part,

WHEREAS "SSUHS is the only health university in the North-eastern region of India with its jurisdiction to the whole of Assam which includes several medical colleges in this region. SSUHS aspires for developing collaboration with other research and academic centres for fostering research in health science."

WHEREAS "IITG has eleven departments and five inter-disciplinary academic centres covering all the major engineering, science and humanities disciplines, offering BTech, BDes, MA, MSc, MDes, MTech, MS(R), PhD, Dual (MTech + PhD) and Dual [MS(Eng.) + PhD] programmes. IIT Guwahati has world class infrastructure for carrying out advanced research and has been equipped with a variety of state-of-the-art scientific and engineering instruments".

AND WHEREAS, both parties have come forward to work together in the area of common interest. Now therefore the parties have decided to sign this MoU to define the scope, roles and responsibilities to implement the project.

1. OBJECTIVE OF THE MOU

In order to promote academic, scientific and cultural co-operation between Srimanta Sankaradeva University of Health Sciences" and Indian Institute of Technology Guwahati, the following general forms of cooperation will be pursued:

- Fostering collaborative research opportunities through academic visits, meetings, lectures, workshops etc.
- Joint research activities, collaborative research projects and publications in areas mutually agreed upon.
- Short-term (possibly one semester) exchange of UG/PG students with the objective of enrolling students in courses appropriate to their year and area of study
  - The students will be accommodated in the hostels of the host institute.
  - In case of any course/project undertaken by a student at the host institute, the credits will be transferred for the corresponding course in the home institute. The courses/project undertaken by a student at the host institute will be accepted as meeting the course requirements of the home institute.
- Joint academic activities in areas mutually agreed upon.
- Exchange of academic materials and information of common interest including scientific data, study reports, books, publications, course information etc., within the ambits of the rules and regulations of the concerned institutions.

Details of the implementation of any particular collaborative agreement shall be negotiated between the two Institutions as and when such a specific case arises. Such an agreement will be legitimized by the completion of a specific Memorandum of agreement.

2. JOINT RESPONSIBILITIES

- To ensure that cooperation as stated under this MoU are accomplished within stipulated time.
- Each Institute shall designate a coordinator to develop and implement specific activities and programs

3. FINANCIAL ASPECTS

**Student exchange:** Travelling expenses will be borne by the visitor's own institute/university as per their rules. However, academic fees (like tuition fees, lab. deposit, examination fees, etc.) need not be paid for students attending any course/lab. etc. in the host institute. The students need to pay the respective fees in the home institute as per the regulations of their home institute. The students availing hostel facility in the host institute need to pay the lodging and food expenses as per the rules of the host institute.

**Faculty exchange:** Expenses like traveling, stay, food, etc. will be borne by the visitor's own institute/university as per their rules.



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**4. CONFIDENTIALITY AND NON-DISCLOSURE**

Any software/hardware material, product specifications, designs, financial, technical information, documents etc. shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.

**5. INTELLECTUAL PROPERTY RIGHTS SHARING**

- 5.1 Pre-existing IP shall be owned by respective owner.
- 5.2 All existing IP of SSUHS shall be owned by SSUHS and existing IP of IITG will be owned by IITG.
- 5.3 For new IP generation, a separate agreement will be initiated with mutual consent by both the parties.

**6. ENTIRE MOU AND AMMENDMENTS**

- 6.1 This MoU represents the entire understanding between IITG and SSUHS and supersede any and all understanding either oral or written hitherto with respect to the subject matter of the MoU.
- 6.2 No amendments or modification of the MoU shall be valid unless same is made in writing and signed by the parties. The modifications/changes shall become part of the MOU from the date on which they are made / executed, unless otherwise agreed to.
- 6.3 The terms of cooperation under this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.

**7. FORCE MAJEURE**

Neither the party shall be responsible or liable for any failure to perform any of the terms and conditions of the present agreement, due to unforeseen circumstances or causes beyond the reasonable control of either party, including but not limited to acts of God, war, riot, embargoes, acts of civil or military actions, fires, floods, accidents, terrorist activities, strike, quarantine, civil commotion, action of government in its sovereign capacity or shortage of transportation, facilities, fuel, energy, labour or materials. In the event of any such delays, delivery date for a period equal of the time of such delay may be decided on mutual understandable basis. If force majeure continues beyond six months the parties will then decide the future course of action.

**8. EFFECTIVE DATE AND DURATION OF THE MOU**

- 8.1. This MoU shall be effective from the date of signing and remain valid for a period of five years.
- 8.2. The validity of the MoU may be extended by an agreement in writing and signed by both the parties.

9. **ARBITRATION**

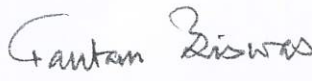
9.1. In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such dispute or difference is not resolved then such difference shall be referred to an Arbitrator as the proceedings shall be as per the Arbitration and Conciliation Act 1996. The decision of the Arbitrators shall be final and binding upon parties to the dispute. The arbitration proceeding shall be held at Guwahati. This MoU shall be governed and interpreted in accordance with the Indian Laws.


*In witness whereof, the parties hereto have signed this MOU on the day, month and year mentioned herein before.*

PARTIES:


For and on behalf of  
IIT Guwahati, Guwahati


For and on behalf of  
SSUHS, Guwahati

  
Prof. Gautam Biswas  
Director  
IIT Guwahati, Guwahati

  
Prof. Prof. Umesh Ch. Sarma  
Vice-Chancellor  
SSUHS, Guwahati

WITNESSES:

  
U. C. Das  
Registrar  
IIT Guwahati, Guwahati

  
Dr. Manoj Kumar Choudhury  
Registrar  
SSUHS, Guwahati