



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NEW DELHI**

**AND**

**TRANSLATIONAL HEALTH SCIENCE AND**

**TECHNOLOGY INSTITUTE, FARIDABAD**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NEW DELHI  
AND  
TRANSLATIONAL HEALTH SCIENCE AND TECHNOLOGY  
INSTITUTE, FARIDABAD**

This memorandum of understanding (MoU) entered into and executed on Monday, 3<sup>rd</sup> December 2018 between **ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NEW DELHI**, a medical college and medical research public university based in New Delhi, India having its office at Ansari Nagar, New Delhi-110029, India (herein after called as AIIMS), established in 1956 and operating autonomously under the Ministry of Health and Family Welfare, Government of India

**AND**

**TRANSLATIONAL HEALTH SCIENCE AND TECHNOLOGY INSTITUTE**, an autonomous institute of Dept of Biotechnology, Ministry of Science and Technology, Govt. of India, (herein after called as THSTI) established in 2009, having its office at Faridabad – 121001 (Haryana).

Each one individually called a “party” and collectively “parties.”

**Whereas, All India Institutes of Medical Sciences, New Delhi (AIIMS)** was established by an Act of Parliament as an institution of national importance with the objects to develop patterns of teaching in undergraduate and postgraduate medical education in all its branches and to conduct high quality medical research for identifying new and improved diagnostics and therapeutics for diseases of national interest. The Institute has comprehensive facilities for teaching, research and patient-care. AIIMS has pre-clinical, para-clinical and clinical departments as well as several super specialty centers, which manage practically all types of disease conditions.

**Whereas, Translational Health Science and Technology Institute (THSTI)**, an autonomous institute of Department of Biotechnology, Ministry of Science and Technology, Govt. of India was set up in 2009 and is the country’s premier organisation working on translational aspects under special themes in vaccines, infectious diseases, maternal and child health, diagnostics, metabolic diseases and clinical research.

By integrating the fields of medicine, science, engineering and technology into translational knowledge, THSTI aims to make the resulting biomedical innovations accessible to public health, to improve the health of the most disadvantaged people in India and throughout the world.

**1. Scope of Collaboration:** AIIMS and THSTI agree to collaborate for developing the “AIIMS-THSTI Collaborative Platform”

AIIMS and THSTI wish to collaborate by signing a Memorandum of Understanding [MoU] to establish the “AIIMS-THSTI Collaborative Platform” for initiating wide ranging collaborations involving academic, research, product, process and human resource development which will have a profound social and economic impact for our country.

Presently, the MoU envisages but is not restricted to the following thrust areas in collaboration with THSTI-

- i) Vaccines and Infectious Diseases
- ii) Maternal and Child Health
- iii) Point-of-care and *in vitro* Diagnostics
- iv) Metabolic Diseases and Nutrition
- v) Training in Clinical and Product Development

Considering the growing population burden there is an urgent need for self-sufficiency in indigenous technology and product development for health service sector. The mission of collaborative platform is to promote a systematic organized approach to solve the unmet challenges in medical practice and health services by engaging experts from multiple disciplines both within and outside the scope of a problem. This collaborative platform may help in critical identification of the problems faced by the practicing doctors in diverse situations ranging from primary health center to tertiary care super-specialty hospitals and initiate the work for sustainable solution which can be commercialized following the regulatory guidelines. Developing specialized human resources in interdisciplinary domains will be an important goal of the collaborative platform.

**2. The Work Plan & Agenda of the Collaborative Platform (CP):**

Considering the large number of experts with their excellence in respective fields in these two institutes located in close geographic proximity, there is immense collaborative potential encompassing academic, research and human resource development with a high translational impact. To initiate the collaboration the following agenda may be considered:

- 2.1. AIIMS-THSTI colloquium series may be started with at least one presentation organized per semester in each Institution. This will help to know the complementary knowledge domain and research capability of different faculties/groups of both the institutions. These meetings will help to identify specific problems in biomedical and health care area which will propel the collaborative research for finding the solutions.
- 2.2. Intramural funding for collaborative projects between AIIMS and THSTI may be provided in order to initiate interdisciplinary research.
- 2.3. A joint summer school/workshop for students commencing summer of 2019 will be planned as an annual event. This workshop will be well structured and planned for four weeks. For this purpose, a separate joint committee will be constituted by the Steering Committee to look into the structure, logistics, topics and organization of the workshop. The selection of students also will be made by this committee. The primary objective of these workshops will be to provide exposure in a structured fashion to techniques, research tools and methods to students across disciplines. This will help the young students to develop innovative ideas as well as research skills in interdisciplinary domains.



2.4. Allowing PhD students registered at one institution to attend lectures and courses relevant to their area of research in the other institution. The participation of faculties from both the institutes may be encouraged as co-guides in the PhD thesis for interdisciplinary fields within the prevailing guidelines in both Institutes. Further, discussion may be initiated to explore the possibility and modalities to award joint PhD degrees by AIIMS and THSTI.

2.5. Faculty of both Institutions may avail adjunct appointment from the other Institution following the applicable process of the respective Institutions

### 3. Committees

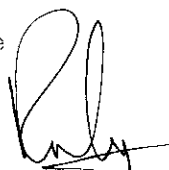
The activities of the Collaborative Platform (CP) will be guided and monitored by the following committees:

3.1. **Steering Committee:** It will be the highest level committee mentoring the activities of the collaborative platform including initiation/continuation/discontinuation of work, approval of joint collaborative projects for submission to funding agencies and to suggest mechanisms to achieve objectives of MOU, monitor the activities under the MOU, to expand the scope of MOU, to review the overall progress and ensure self-sustainability over a period of time. The Director AIIMS and Director THSTI will jointly Chair this committee. One person from each institution will be authorized by the Chairpersons to coordinate the activities of the Collaborative Platform in their respective Institution [Dean (Research) will be the AIIMS nominee and Dean (Clinical Research) will be the THSTI Nominee]. They will also be members of the steering committee and will be designated as the two Coordinators. There will be three additional senior faculty members from AIIMS, which would include two nominated by Director, AIIMS and Dean (Academic), AIIMS. Similarly, there would be three additional senior faculty members from THSTI that would include two nominated by Director, THSTI and Dean (Academics), THSTI. The Chairs will serve in Ex-Officio capacity. Dean (Research), AIIMS and Dean (Academic), AIIMS will also serve as ex-officio member of the steering committee and their tenure will be co-terminus with their occupancy of their respective posts. Similarly, Dean (Clinical Research), THSTI will also serve as ex-officio member of the steering committee and his/her tenure will be co-terminus with their occupancy of their respective posts. All other members will have a three-year term. The Steering Committee will meet at least once in a year.

3.2. **Technical committee:** The technical committees will guide and monitor the day to day activities and functioning of the collaborative platform according to the work plan/agenda mentioned earlier. The technical committee will be chaired jointly by Dean (Research) and Dean (Academics) AIIMS and by Dean (Clinical Research) and Dean (Academics) of THSTI. There will be three additional faculty members from each institution nominated by Chairs of the Steering Committee to each committee. The Chairs of the Technical committees will be expected to actively monitor the recommendations of the Technical committee and submit recommendations for major decisions to the Steering Committee as and when needed. The Technical Committees will meet at least once in three months. The committee can constitute subcommittees for a specific purpose and duration as and when needed to facilitate the work of the Collaborative Platform.

### 4. Implementation

4.1. **Roles and Responsibilities of "the Parties":** The collaborative platform will connect the faculties, students and researchers across the different disciplines in AIIMS and THSTI who can develop specialized groups for academic and research interaction



leading to exploration of different ideas for fruitful translation as well as creating learning tools. A page link on each institution's website can be developed under the guidance of the Technical Committee which will enhance the interaction among different groups.

- 4.2 Data and IPR sharing and access:** The Steering Committee will develop a "AIIMS-THSTI Frame work for Data Sharing and IPR" which will govern the projects implemented under this MOU. Based on the project specific requirement the Steering Committee is empowered to make variations to the general governance framework which is otherwise applicable of all projects.

Both parties agreeing that any other implementation frame works including, Collaborative Research Agreement (CRA), Material Transfer Agreement (MTA), Data and IP sharing and access frame works shall be in line with the broad understanding of this MOU. In case of any ambiguity the frame works recommended by the steering committee stated above shall be binding for all the research projects initiated and implemented under the umbrella MOU.

The parties concur that there can be more agreements related to the implementation of the research projects under this MOU based on the specific requirements including research plan, licensing, tech-transfer, publications and commercialization of the resultant projects with the approval of Intellectual property rights and Technical Transfer Division of both the institutions. Products shall mean any technology know-how, intellectual property or material that results from the collaborative endeavor between the parties.

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 MOU. Furthermore, if one Party receives any BGIP from the other party under a clearly defined non-disclosure agreement/CRA, necessary and reasonable care will be taken while using the same for the implementation of the research components. Accordingly, the parties agree to grant research-use license to the other party for the BGIP if any.

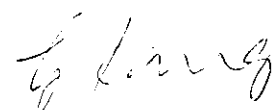
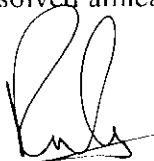
The two institutions shall jointly and equally co-own the know-how, technology or IPR and publications that is being generated during the implementation of the collaborative projects and resulting from them under this umbrella MOU to be termed as Project-IP (PIP).

Both the Parties shall share cost towards the know-how/ IP including filing, maintenance, prosecution, infringement action and scouting of industrial partner where ever applicable on equal basis. Hence, unless specifically agreed otherwise through a separate Agreement, proceeds from the exploitation of the results including sharing of revenues and benefits due to transfer of PIP & jointly developed technology or their commercialization shall be on equal basis.

This clause on data, IP sharing and access is binding on both parties.

## Dispute resolution

The parties agree to use reasonable endeavors to amicably settle any dispute arising among them in relation to the execution of the Project. In the event of any dispute or differences between "the parties" hereto, such disputes or differences shall be resolved amicably by mutual consultation or through the good offices of the Director,



AIIMS and Director, THSTI and through discussions in the Steering Committee.

If such resolution by mutual consultation is not possible, then the unresolved dispute or difference whatsoever arising between the Parties out of or relation to the construction, meaning, scope, operation or effect of this MOU or the validity the breach thereof or in respect of any defined legal relationship associated therewith or derived therefrom dispute shall be submitted for arbitration to International Center for Alternate Dispute Resolution (ICADR), an Autonomous Agreements organization working under the aegis of the Ministry of Law & Justice, Department of Legal Affairs, Government of India. The Authority to appoint the sole arbitrator shall be the ICADR. The Arbitration under this Clause and provision of administrative services by ICADR shall be in accordance with the ICADR Arbitration Rules, 1996 as amended on the date of reference of the Dispute. The award made in pursuance thereof shall be binding on the Parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in English Language. The provision of this Clause shall not become inoperative notwithstanding the MOU expiring or ceasing to exist or being terminated or foreclosed.

In the event of termination of the agreement, the rights and obligations of the parties thereto shall be settled by mutual discussions. The financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.

All expenses relating to any dispute resolution shall be equally shared between the parties.

This MOU shall be governed by the Laws of India and is subject to the jurisdiction of the Courts of Delhi.

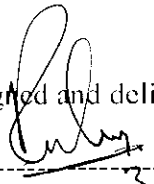
**5. Period of MoU:** This MoU shall be valid for a period of five years from the date of signing the agreement, with a further extension for 5 years unless otherwise decided after review of performance. Decisions about its extension, continuation or otherwise shall be jointly decided by AIIMS and THSTI six months prior to end of the above-mentioned period. Specific commitments made prior to such intimation or natural expiry of this MoU, shall be honored by both the parties. However, the rights/ obligations arising from the implementation of the MoU shall survive the termination of the MoU.

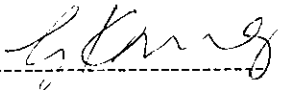
5.1. The MoU may be terminated by either party after giving a notice of 90 clear days provided that this clause will be operative only if either party violates the terms of MoU or if the parties feel that no useful purpose would be served by further continuing it either due to change in circumstances or change in constituting parties.

5.2. Considering the importance of longevity of such large projects, "the Parties" will ensure high level of performance and productivity of the Collaborative Platform and uninterrupted long-term collaboration.

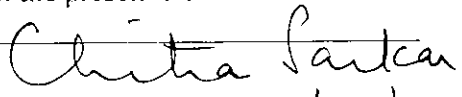


IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MOU  
ON THE DAY MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

Signed and delivered by  
  
-----  
3/12/18  
Director, AIIMS  
For AIIMS, Delhi

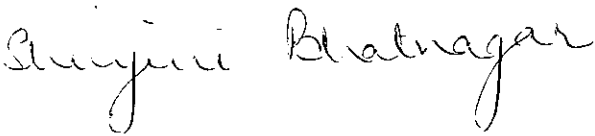
  
-----  
Executive Director, THSTI,  
For THSTI, Faridabad

In the presence of

  
Place: 3/12/2018

Date: 3<sup>rd</sup> Dec 2018

New Delhi.

  
03/12/18