

Sri Devaraj Urs Academy of Higher Education and Research, Kolar will be here in after referred to as **SDUAHER** and **Sri Jayadeva Institute of Cardiovascular Sciences and Research, Bangalore** referred to as **SJICR**.

This **Memorandum of Understanding (MOU)** sets down the mutually agreed broad frame work for joint research and academic activities in various fields of interest. It also incorporates the modalities for collaboration.

1. PREAMBLE:

1.1, SDUAHER is a premier Deemed to be University, In the year 1984, a group of dedicated and like-minded visionaries headed by Shri R L Jalappa, a champion of Co-operative movement in the state of Karnataka established Sri Devaraj Urs Educational Trust for Backward Classes with the focus on provisioning of Medical Education and Social Services.

The trust in its stride for attainment of quality in education and Health Care Services has obtained accreditation for its Medical College by National Assessment and Accreditation Council (NAAC, India) and Certification by ISO 9001-2000 in the year 2006. Sri Devaraj Urs Medical College is one of the few medical colleges in India to have achieved these remarkable dual feats of accreditation as early as in 2006.

Sri Devaraj Urs Medical College was conferred the Institution Deemed to be University status on the advice of the University Grant Commission, by the Ministry of Human Resource Development, Government of India on 25th May 2007 in the name and style of 'Sri Devaraj Urs Academy of Higher Education and Research', Comprising Sri Devaraj Urs Medical College, Tamaka, Kolar.

After the conferment of Institution Deemed to be University status, the university has shown rapid growth and progress in enhancing the quality of curriculum design and development, evaluation, research, infrastructural facilities and patient care services. The university comprises of two Faculties namely Faculty of Medicine and Faculty of Allied Health and Basic Sciences.

The University has initiated several steps for the improvement of quality in research activities and has established linkages with institutions of repute towards achieving this, Junior Research Fellowship and Seed Grant Schemes have been in place. The department of clinical nutrition inculcate passion for scientific research and nurture skills to carry out research in the field of Clinical Nutrition and Dietetics. The Genomic and Central Research Facilities created by the University promote diagnostics and research activities in the area of genetic disorders. The centre has a number of sophisticated equipment for cytogenetic and molecular diagnosis. The University department of Cell Biology and Molecular Genetics has done commendable research work on congenital anomalies and the department has been recognized by ICMR as a training centre in genetics for the faculty.

1.2, SJICR, Bangalore is a Government run Autonomous Institute with 1150 Beds exclusively for Cardiac care and is one of the largest single centre for heart care destination in

South East Asia. This is purely a Non-Profit Organization with State of Art Cardiac Care, providing quality cardiac care at an affordable cost to all sections of the society and free of cost in deserving poor. We have effectively implemented "Treatment First – Payment Next" Concept where in the cardiac patient requiring emergency admission, shall be done without insisting for any advance payment. Institute has recorded 400% growth in last 10years.

Sri Jayadeva Institute of Cardiovascular Sciences and Research has got the State of art equipment's in the form of 7 Cathlabs, 7 Operation Theatres, Non-Invasive Laboratories and 24 hours ICU facilities. Sri Jayadeva Institute of Cardiovascular Sciences and Research has got **NABH Accreditation by Quality Council of India** in the month of September 2015 **and this is the first Public Heart Institution in the Country** to get the **NABH Accreditation**. Medical Council of India has accorded approval for **21 Post Graduation Seats in D.M. Cardiology which is the biggest Post Graduate Teaching Programme in the Country** and **12 seats in MCh and 8 seats in DM cardiac Anaesthesia**.

Presently on an average 1200-1400 patients are visiting this hospital every day and annually 40000 In-patients are treated. About 3000 Open Heart Surgeries, 30000 Cathlab procedures including - Coronary Angiograms, Angioplasties, Valvuloplasties, Pacemaker, Device closures and other Procedures are done in this hospital. Annually nearly 1,500 Open Heart operations and Angioplasties are done free of cost for poor patients. **75% of the patients who come to hospital are well below the poverty line.**

We have got qualified, skilled full-time faculty – **60 Cardiologists, 25 cardiothoracic surgeons** with supporting ancillary staff and department. The slogan of the Institute is **Quality, Charity, Subsidy and Humanitarian approach**

1.3, The activities of **SDUAHER and SJICR, Bangalore** are in several ways complementary with an extensive array of sophisticated equipment and highly qualified staff, carrying out advanced clinical research. It is therefore felt that initiating collaborative research programmes would be of considerable mutual benefit.

1.PURPOSE:

SDUAHER and SJICR, Bangalore desire to implement in the areas of mutual interest, co-operative and collaborative activities, which would address multidisciplinary scientific, technological and educational problems of relevance to the country. This is facilitated by the instrument of this MOU as follows:

ARTICLE-1

Consistent with the goals and purpose of the collaboration, **SDUAHER and SJICR, Bangalore** propose to initiate joint multidisciplinary research and academic activities, to begin within the area given below as mentioned under the **SDUAHER, Kolar**

1. Department of Clinical Nutrition & Dietetics, SDUAHER, Kolar

2. Department of General Medicine, SDUAHER, Kolar
3. Department of Paediatrics, SDUAHER, Kolar
4. Department of Physiology, SDUAHER
5. Department of Nutrition, SJICR, Bangalore

Other projects would be taken up to include other areas as mutually agreed upon involving faculty, research scholars and students from different departments/ divisions of both the Institutes.

ARTICLE-2

1. The faculty and staff of **SDUAHER, KOLAR** and **SJICR, BANGALORE** will hold regular meetings on problems of mutual interest.
2. The faculty and research scholars of **SDUAHER, KOLAR** and **SJICR, BANGALORE** will have access to the facilities of both Institutes, subject to the irrespective rules and regulations.
3. The faculty and staff of **SDUAHER, KOLAR** and **SJICR, BANGALORE** will jointly apply to the funding agencies for financial support for the collaborative research and academic programmes undertaken under this MoU.
4. The faculty and staff will jointly report progress and accomplishment annually.

ARTICLE-3

Provision is hereby made for:

1. The exchange of Faculty, research scholars, staff and students between the two institutes.
2. The joint organization of Symposia, Seminars, Workshops and Lectures; and mutual sharing of data on collaborative projects.
3. No formal day-to-day permission will be necessary for the faculty, research scholars, staff and students of the two institutes to work in the laboratories and to use the facilities of other institute in connection with the research work/projects approved jointly by the heads of the respective departments of **SDUAHER, KOLAR** and **SJICR, BANGALORE**.

ARTICLE-4

INTELLECTUALPROPERTY:

1. Importance of research findings arising out of the activities covered under this MOU may be published in / presented at national and international Journals/ Conferences jointly with the mutual consent of collaborators.

2. Knowledge developed, which can result in commercial exploitation would be IPR protected and filed jointly by both the institutes. The expenses involved in protecting the IPR shall be shared equally. However, if one of the institutes decides not to share the expenses for protecting IPR, then it should assign its rights to the other institute to enable the other institute to file for IPR protection.
3. Neither party shall reveal intellectual property belonging to the other to any third party without the prior written concurrence of the other party.
4. Any returns arising of commercialization of the Intellectual Property generated out of the programmes undertaken under this MOU, will be shared in proportion to be decided mutually by both the parties, on case-to- case basis and through exchange of letters.
5. Both parties shall abide by the Government Rule as applicable time-to-time.

ARTICLE-5

NON-EXCLUSIVITY OF THE MOU

Notwithstanding anything contained in the provisions excepting Article-4 of the MOU, either party or both parties together have the unrestricted right to seek additional funds for and/or to co-operate with any agency/institute for any of the projects covered by the MOU.

ARTICLE-6

Any article of the MOU may be modified or changed by mutual agreement of the parties here to in writing. The modifications/changes shall be effective from the date on which they are modified/ extended unless otherwise agreed to.

ARTICLE-7

All disagreements /differences of opinion/disputes regarding the interpretation of the provisions of this MOU shall be resolved by mutual consultation by the signatories. However, in case the dispute persists, the matter shall be referred to and finally resolved by arbitration to be conducted by the sole arbitrator to be nominated by either of the institutions such that the nominated arbitrator is mutually acceptable to both parties. The award of the arbitrator shall be final and binding on the parties. The arbitration proceedings will be conducted in accordance with the Indian Arbitration & Conciliation Act, 1996. The place of arbitration shall be Bengaluru. This MoU shall be governed by and construed in accordance with Indian laws.

ARTICLE-8

GOVERNING LAW:

All research activities undertaken jointly by **SDUAHER, KOLAR** and **SJICR, BANGALORE** under this **MOU** will be governed by the Laws of the Republic of India.

ARTICLE-9

The tenure of the **MOU** shall be for five years from the date of signing the **MOU**.

In witness where of the undersigned, duly authorized there to, have signed this **MOU** on this day, 8th February 2021.

1. Vice chancellor
SDUAHER, Kolar
Vice Chancellor
Sri Devaraj Urs Academy of
Higher Education and Research,
Tamaka, Kolar-563101.

2. Registrar
SDUAHER, Kolar
Registrar
Sri Devaraj Urs Academy of
Higher Education & Research
Tamaka, Kolar-563101, Karnataka

Witness 8.2.21

Dean,
Faculty of Medicine
SDUAHER
Dean Faculty of Medicine
Sri Devaraj Urs Academy of Higher
Education & Research, Tamaka, Kolar.

1. Director
SJICR, Bangalore
Dr. C.N. MANJUNATH, M.D., D.M.
Professor of Cardiology &
DIRECTOR
Sri Jayadeva Institute of
Cardiovascular Sciences & Research
Govt. of Karnataka Regd. Autonomous Institute
9th Block, Jayanagar, Bannerghatta Road,
Bangalore - 560 069

2. Financial Advisor
SJICR, Bangalore
FINANCIAL ADVISER
SRI JAYADEVA INSTITUTE OF CARDIOLOGY
JAYANAGAR 9th BLOCK,
BANNERGHATTA ROAD,
BANGALORE-560 069

Witness

Chief Administrative Officer
SJICR, Bangalore
ಶ್ರೀ ಜಯದೇವ ಹೃದಯ ವಿಜ್ಞಾನ ಮತ್ತು ಸಂಶೋಧನಾ ಸಂಸ್ಥೆ
(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ನಿಯಂತ್ರಣದಲ್ಲಿ ಸ್ಥಾಪಿಸಿದ ಸಂಸ್ಥೆ)
ಬನ್ನೇರುಘಟ್ಟ ರಸ್ತೆ, ಬಾಣರ್‌ಘಟ್ಟ - 560 069