

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

1. PREAMBLE:

- 1.1 In the year 1984, a group of dedicated and like-minded visionaries headed by Sri.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, it 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 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 and Dietetics 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 **NH, Bangalore**, a registered company existing under the Companies Act, 2013, having its registered office at 258/A, Bommasandra Industrial Area, Hosur Road, Bangalore, Karnataka- 560099 India, through its Unit **Narayana Multi Speciality Hospital, Whitefield** situated at Plot No. 3&4, ITPL Main Road Opp to ITPL Main Gate, Sadaramangala Industrial Area, Whitefield, Bengaluru, Karnataka 560066, **Narayana Institute of Cardiac Sciences** situated at 258/A, Bommasandra Industrial Area, Hosur Road, Bangalore, Karnataka- 560099 India and RL Jalappa Narayana Health Cardiac care center situated at Sri Devaraj Urs Academy of Higher Education and Research Tamaka, kolar, hereinafter called "Narayana Health", which expression shall, when the context so admits, include its successors and permitted assigns of one part.
- 1.3 The activities of **SDUAHER** and **NH, Bangalore** are in several ways complementary with an extensive array of sophisticated equipment and highly qualified staff, carrying out advanced research in biochemical techniques, molecular research, and functional foods including various aspects of phytomedicine. It is therefore felt that initiating collaborative research programmes would be of considerable mutual benefit.

2. PURPOSE:

SDUAHER and **NH, Bangalore** desire to implement, in the areas of mutual interest, cooperative 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 **NH, Bangalore** propose to initiate joint multidisciplinary research, to begin with in the area given below as mentioned under the

SDUAHER, Kolar

1. Department of Clinical Nutrition and Dietetics, SDUAHER
2. Department of Allied Health & Basic Sciences, SDUAHER
3. Central Diagnostic Laboratory Services, RLJH & RC
4. Department of Cell Biology and Molecular Genetics, SDUAHER
5. Department of Physiotherapy, SDUAHER
6. Department of Speech Pathology and Audiology, SDUAHER
7. Department of Integrative Medicine, SDUAHER
8. Department of Research and Innovation, SDUAHER
9. Sri Devaraj Urs Medical College, SDUMC

Narayana Health, Bangalore (NH, Bangalore)

1. Department of Clinical Research
2. Department of Clinical Nutrition
3. Department of Physiotherapy
4. Department of Laboratory Medicine and Blood Bank

Other projects would be taken up to include other areas as mutually agreed upon involving faculty, research scholars (includes Ph.D. students) and students (includes Undergraduate and Post-Graduate students) from different departments/ divisions of both the Institutes.

ARTICLE - 2

- a) The faculty and staff of **SDUAHER** and **NH, BANGALORE** will hold regular meetings on problems of mutual interest.
- b) The faculty and research scholars of **SDUAHER** and **NH, BANGALORE** will have access to the facilities of both Institutes, subject to their respective rules and regulations.
- c) The faculty and staff of **SDUAHER** and **NH, BANGALORE** will jointly apply to the funding agencies for financial support for the collaborative research and academic programmes undertaken under this MoU.
- d) The faculty and staff will jointly report progress and accomplishment annually.

ARTICLE - 3

Provision is hereby made for:

- a) The exchange of Faculty, research scholars, staff and students between the two institutes.
- b) The joint organization of Symposia, Seminars, Workshops and Lectures; and mutual sharing of data on collaborative projects.
- c) 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** and **NH, BANGALORE**.

ARTICLE – 4

INTELLECTUAL PROPERTY:

- a) Important research findings arising out of the activities covered under this **MOU** may be published in/presented at National and International Journals of repute Conferences jointly with the mutual consent of collaborators.
- b) 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 institute 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.
- c) Neither party shall reveal intellectual property belonging to the other to any third party without the prior written concurrence of the other party.
- d) 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.
- e) Both parties shall abide by the Government Rules 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 cooperate 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 hereto 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 and NH, 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 Six years from the date of signing the MOU. Unless opted otherwise by either of the signatory parties to this MOU, the tenure shall be renewed automatically for another three years from the date of expiry of the first tenure.

In witness whereof the undersigned, duly authorized thereto, have signed this MOU on this day, Tuesday, 12th October 2021

1. Dean,

Faculty of Allied Health and Basic Sciences
SDUAHER, Kolar. - Dean -

Faculty of Allied Health Sciences
Sri Devaraj Urs Academy of
Higher Education & Research
Tamaka, Kolar-563 101

Witness

1. Prof. & HoD,

Department of, Clinical Nutrition and Dietetics,
SDUAHER, Kolar.

2. Director Academics,
SDUAHER, Kolar.

For Dr. Pradeep Narayan -
Dhokegga

1. Chief Scientific Officer
NH, Bangalore



Signature

1. Madhu³

12/10/2021

Prof. & HOD

Department of
Clinical Nutrition and Dietetics
Sri Devaraj Urs Academy of
Higher Education and Research
Tamaka, Kolar-563103

2. Sarala

12/10/2021

- Director Academics
Sri Devaraj Urs Academy of Higher Education & Research
Tamaka, Kolar-563 101.