

MEMORANDUM OF AGREEMENT (MoA)

BETWEEN



Gandhi Hospital– HYDERABAD, INDIA

And



**UNIVERSITY COLLEGE OF ENGINEERING
(AUTONOMOUS)**

OSMAHIA UNIVERSITY, HYDERABAD, TELANGANA STATE, INDIA

A University Accredited by NAAC with A* Grade
Category -I Graded Autonomy by UGC



In the field of Teaching, Internship and Research Collaboration


PRINCIPAL
University College of Engineering
Osmania University, Hyderabad
TELANGANA STATE - 500007.


13/3/24
Superintendent / Addl., DME
Gandhi Hospital, Secunderabad.



తెలంగాణ తేలంగానా TELANGANA

BC 495226

Tran Id: 240227152610874876
Date: 27 FEB 2024, 03:31 PM
Purchased By:
S. SATYANARAYANA
S/o S. MALLAIAH
R/o HYDERABAD
For Whom
DEPARTMENT OF BME,UCE (A), O.U.

SUNKARI ARUNA
LICENSED STAMP VENDOR
Lic. No. 85
Ren.No. 44
2-2-647/182/A/15, AZAM
COMPLEX, BAGH
AMBERPET, HYDERABAD
Ph 6302542247

This Memorandum of Agreement is executed
Between

GANDHI HOSPITAL, SECUNDERABAD, the 2nd Oldest in the Telangana having an operational bed strength of 2200 and a premier institution of Post-doctoral medical education and training which is fulfilling the medical and health requirements of not only Telangana state but also the neighboring states of Andhra Pradesh, Karnataka, Maharashtra and Chhattisgarh (hereinafter referred to as "GANDHI HOSPITAL" which expression shall include its representatives, successors and permitted assigns) having its principal address at Musheerabad, Secunderabad, Telangana State, India and represented by its Medical Superintendent & Additional Director of Medical Education

And

DEPARTMENT OF BIOMEDICAL ENGINEERING, UNIVERISTY COLLEGE OF ENGINEERING(A), OSMANIA UNIVERSITY established in the year 1982, by the Osmania University as the first undergraduate level program in Biomedical Engineering in the country represented by its


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Principal, UCE, OU (hereinafter referred to as "BME-OU" which expression shall include its representatives, successors and permitted assigns) having its principal address at Osmania University, Hyderabad, India and

GANDHI HOSPITAL, SECUNDERABAD (GANDHI HOSPITAL) and DEPARTMENT OF BIOMEDICAL ENGINEERING, UNIVERSITY COLLEGE OF ENGINEERING(A), OSMANIA UNIVERSITY(BME-OU), hereinafter collectively referred to as 'the Parties' and individually as 'the Party'.

Purpose:

Desiring to promote co-operation in academic education and research, PARTIES HAVE REACHED the following understanding:

Article 1: Forms of Cooperation

The Parties envisage the following cooperation within the scope of this Memorandum of Agreement (MoA):

1.1: Teaching and Training

Organization of class work, study visits and training, participation in Bachelors', , recognition of academic credits, guidance and supervision of student's theses and project works.

1.2: Exchange in Research

Joint programs in research and developments including exchange of publication and reports.

1.3: Twin Programs

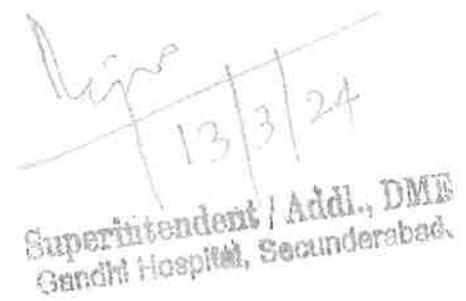
Explore possibilities of joint twining programs interdisciplinary areas of specialization of high relevance to both Parties.

1.4: Centre of Excellence

Creation of Centre of Excellence in specialized fields of mutual interest in science, engineering, technology, medical and healthcare technologies.



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1.5: Others

To jointly organize short-term continuing education programs, to organize seminars, conferences, or workshops on topics of mutual interest, and invite faculty members from both the institutions to participate therein.

Article 2: Specific Co-Operation Projects

Specific co-operation projects shall be negotiated separately between the Parties and in each specific case shall be established as separate written agreements, stating the respective rights and obligations of the Parties. Such an agreement for collaboration or exchange programmes will be legitimised by the completion of a specific MoA. In case of any ambiguity or disagreement between the terms and conditions of this MoA and those of the separate agreement as mentioned above, the terms and conditions of such separate agreement shall prevail over the terms of this MOA.

Article 3: Financial Obligations

There will be no financial obligations on both the Parties under this agreement.

Article 4: General Coordinators

Each Party shall designate an administrative office to oversee and facilitate the implementation of any agreements arising out of this MoA. National regulations and customs shall be mutually respected.

Article 5: Intellectual Property Rights

- (i) Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoA, consistent with the respective laws, rules and regulations of India.
- (ii) In case research is carried out solely and separately by one Party or the research results are obtained through the sole and separate effort of one Party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the party concerned.
- (iii) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by the parties jointly and once granted these rights will



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jointly owned by the parties and the maintenance/any cost incurred will be equally shared.

- (iv) The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoA to any third Party without consent of the other party in writing.

Article 6: Publication

Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoA will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.

Article 7: Commercialization

In case of research results obtained through joint activities under this MoA both Parties will apply as co-applicant for the protection of intellectual property rights in India. Commercialization in any other country shall be done jointly through a separate MoA.

Article 8: Confidentiality

All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purposes other than that specified, without the prior written consent of the other Party.

Article 9: Dispute Settlement

Any dispute, controversy, or claim arising out of or in relation to this MoA, including the validity, invalidity, breach, or termination thereof, shall be settled by the parties amicably through mutual consultations and negotiations. If not settled, the agreement is deemed to be cancelled

Article 10: Liability

Except for loss or damages caused through gross negligence or intent, the Parties shall



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have no liability to each other hereunder.

Article 11: Legal Relationship

This MoA shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoA shall be constructed to create any legal relationship between the Parties.

Article 12: Coming into Force, Amendment and Termination

12.1: This MoA shall come into force from the date of its signatures and shall remain valid for a period of 3 years. This MoA may be modified, renewed, or extended with the mutual written consent of the Parties. Either party may terminate this MoA by giving six (6) months' notice in writing to the other Party.

12.2: This agreement may be executed in two counter parts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

Signed on this.....11th of March, 2024



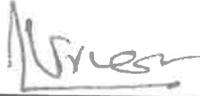
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Gandhi Hospital, Secunderabad.

IN WITNESS WHEREOF, both the parties have caused this MoA to be signed by their duly authorized representatives.

Signed on behalf of BME-OU:



Prof. P.Chandra Sekhar
Principal
University College of Engineering(A),
Osmania University,
Hyderabad, India
Osmania University, Hyderabad
Telangana State - 500007.

Date: _____

Place: _____

Witnessed by:

[Prof.M.Malini]
Head, Department of BME
Univeristy College of Engineering (A)
Osmania Univeristy, Hyderabad
India, Telangana State-500007

Signed: M. Malini

Date: 13/3/2024

Signed on behalf of Gandhi Hospital:



13/3/24
Superintendent / Addl. DME
Gandhi Hospital, Secunderabad.

Prof. M. Raja Rao
Medical Superintendent & Additional
Director of Medical Education,
Gandhi Hospital,
Secunderabad, India,
Telangana State-500003

Date: _____

Place: _____

Witnessed by:

[Mr.Y.Venkat Santosh Ramana]
General Manager HA
Gandhi Hospital,
Secunderabad,
India, Telangana State- 500003

Signed: Y. Venkat Santosh Ramana

Date: 13/03/2024