



**MEMORANDUM OF UNDERSTANDING**

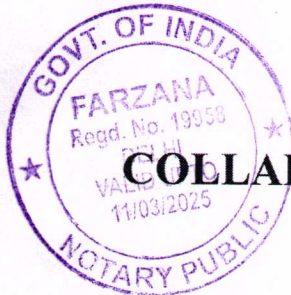
**BETWEEN**

**Rajiv Gandhi Cancer Institute and Research  
Center**

**AND**

**National Institute of Technology Delhi  
(NITD)**

**REGARDING**



**COLLABORATIVE RESEARCH**

**2022**

*Admission to Mahavir  
26/01/2023*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**Rajiv Gandhi Cancer Institute and Research Center**

**AND**

**National Institute of Technology Delhi (NITD)**

**FOR  
COLLABORATIVE RESEARCH**

June 06<sup>th</sup>

This memorandum of understanding is made on this ~~May 2020~~, 2022 between Rajiv Gandhi Cancer Institute and Research Center, located at Sir Chotu Ram Marg, Sector – 5, Rohini Institutional Area, Rohini, New Delhi, Delhi – 110085, India and National Institute of Technology Delhi located at Plot No. FA7, Zone P1, GT Karnal Road, Delhi-110036, India

**Rajiv Gandhi Cancer Institute and Research Center, a unit of Indraprastha Cancer Society & Research Centre, will be hereinafter referred to as RGCI&RC and the National Institute of Technology Delhi, an autonomous Institute functions under the aegis of Ministry of Education, Government of India, will be hereinafter referred to as NITD**

This 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 Rajiv Gandhi Cancer Institute & Research Centre (RGCI&RC) is a comprehensive clinical set up with all facilities for basic & translational research, diagnosis and treatment of all types of cancers, available under one roof. The state-of-the-art diagnostic equipment with highly qualified and experienced faculty is the hallmark of the organization.

1.2 National Institute of Technology Delhi, an autonomous Institute functions under the aegis of Ministry of Education, Government of India, is one of leading centrally funded institutions of higher and technical education with an extensive array of sophisticated equipment and highly qualified staff, carrying out advanced research in applied sciences.

- 1.3 The activities of RGCI&RC and NITD are in several ways complementary. To promote academic and research cooperation and the development of these two institutions as Centre's of Excellence of higher and technical education and scientific research, It is therefore felt that initiating collaborative research programmes would be of considerable mutual benefit. The two institutions agree to the following broad terms of cooperation:

2. PURPOSE:

**RGCI&RC** and **NITD** desire to implement, in the areas of mutual interest, cooperative and collaborative activities, which would address multidisciplinary scientific, technological and educational problems to advance cancer research through inventions, improvements and discoveries on problems of relevance to the country .This is facilitated by the instrument of this **MOU** as follows:

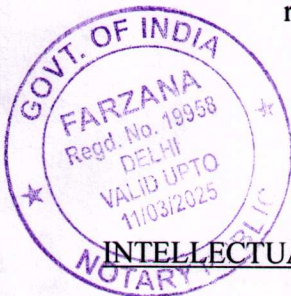
ARTICLE - 1

1. Both the institutions will support each other's endeavours in delivery of academic programmes and research activities through the following but not limited to:



- (i) Exchange of scientific and technical information
- (ii) Joint supervision of Postgraduate and Ph.D. students
- (iii) Undertaking collaborative research activities through participation in the internationally funded projects.
- (iv) Jointly organize events such as seminars, workshops, conferences and training programs
- (v) Training of students of both institutions as per the facilities and resources available
- (vi) Any other objective as agreed upon in writing by both the institutions
- vii) The faculty and staff of **RGCI&RC** and **NITD** will hold regular meetings on problems of mutual interest.
- viii) The faculty and research scholars of **RGCI&RC** and **NITD** will have access to the facilities of both the Institutes, subject to their respective rules and regulations.
- ix) The faculty and staff of **RGCI&RC** and **NITD** may jointly apply to the funding agencies for financial support for the collaborative research and academic programmes undertaken under this MoU.
- x) The faculty and staff will jointly report progress and accomplishment annually.

2. Both parties acknowledge and understand that all financial arrangements, if any, will be subjected to prior written agreement and availability of funds for each activity/project undertaken.
3. The MoU remains in place for a period of five years from the date of signing of the agreement and may be renewed for a further period of five years or such time period as agreed by both the parties in writing.
4. No party shall have the right to use the name or logo of another party without the prior approval of that party in writing.
5. The terms of this MoU may be modified/amended at any time subject to mutual written agreement. Such modifications/changes shall be effective from the date on which both the parties execute them in writing.
6. The MoU may be terminated by either party by giving 3 months written notice. In the event of termination, both parties shall ensure that the interests of students working /projects under this MoU are safe guarded to the extent possible.
7. 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 of other institute in connection with the research work/ projects approved jointly by the heads of the respective departments of RGCI&RC and NITD.



#### ARTICLE - 2

##### 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/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 - 3

#### NON-EXCLUSIVITY OF THE MOU

Notwithstanding anything contained in the provisions excepting Article - 2 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 - 4

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 - 5

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 appointed by the mutual consultation of both the 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 New Delhi. This MoU shall be governed by and construed in accordance with Indian laws.

### ARTICLE -6

#### GOVERNING LAW:

All research activities undertaken jointly by RGCI&RC and **NITD** under this **MOU** will be governed by the Laws of the Republic of India.


ARTICLE -7

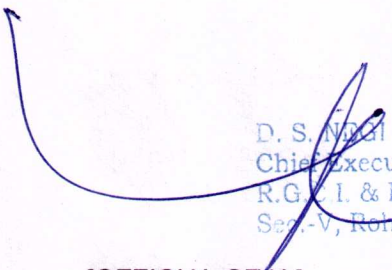
The tenure of the MOU shall be for three years from the date of signing the MOU. Unless opted otherwise by either of the signatory parties to this MOU, the tenure shall be renewed automatically for another three years from the date of expiry of the first tenure.

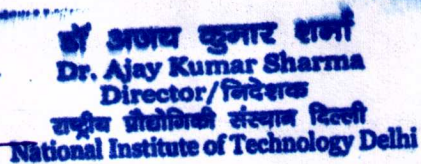
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed by duly authorized officers or representatives as of the Effective Date.

In witness whereof the undersigned, duly authorized thereto, have signed this MOU on this day, \_\_\_\_\_.

CHIEF EXECUTIVE OFFICER  
RGC&RC, DELHI

  
DIRECTOR  
National Institute of  
Technology, Delhi

  
D. S. NEGI  
Chief Executive Officer  
R.G. C. I. & R.C.  
Sec.-V, Rohini, Delhi-85

  
डॉ अजय कुमार शर्मा  
Dr. Ajay Kumar Sharma  
Director/निदेशक  
राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली  
National Institute of Technology Delhi


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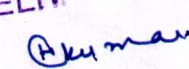
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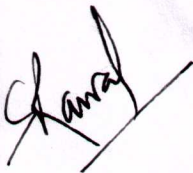
Witness



ATTESTED Witness :

  
NOTARY PUBLIC, DELHI

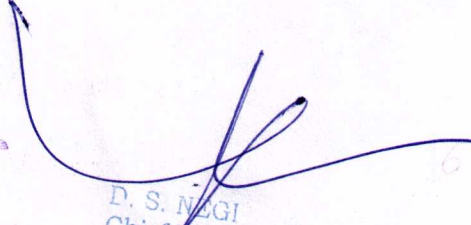
1.   
DR. V.S. Pandey
2.   
(Dr. HARISH KUMAR)



DR. SUDHIR RAWAL  
MS, Mch., DNB (UROLOGY)  
MEDICAL DIRECTOR  
R. G. C. I. & R. C., SEC.-5  
ROHINI DELHI-11008

Notary Entry No. 163  
Dated 06 JUN 2022

06 JUN 2022

  
D. S. NEGI  
Chief Executive Officer  
R.G.C.I. & R.C.  
Sec.-V, Rohini, Delhi-85