



दिल्ली DELHI

MEMORANDUM OF UNDERSTANDING

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BETWEEN

JAMIA HAMDARD (HAMDARD UNIVERSITY)  
NEW DELHI

AND

DEPARTMENT OF BIOTECHNOLOGY, MINISTRY OF SCIENCE AND  
TECHNOLOGY (GOVT. OF INDIA)  
NEW DELHI

This Memorandum of Understanding (MoU) entered into and executed on this 05<sup>th</sup> day of September 2011, between JAMIA HAMDARD (A Deemed to be University), having its office at HAMDARD NAGAR, NEW DELHI – 110062 (Hereinafter referred to as 'JH' as the context permits)

AND

The Department of Biotechnology (DBT), Block – 2, 6-8<sup>th</sup> Floor, CGO Complex, Lodi Road, New Delhi – 110003, established in 1989 under the Ministry of Science and Technology (hereinafter referred to as 'DBT' as the context permits).

Whereas, Jamia Hamdard was conferred the status of a Deemed to be University in 1989 vide a notification of the Ministry of Human Resource Development, under Section 3 of UGC Act, 1956. Jamia Hamdard has become the first University of

Delhi to be adjudged in a category 'A' by the National Assessment and Accreditation Council (NAAC) of India. Jamia Hamdard has emerged as an outstanding institution of higher learning with distinct and focused academic programmes. Jamia Hamdard has faculty of Science, Pharmacy, Medicine (Unani), Nursing, Management Studies, and Allied Health Science etc. The University has its own hospital and is in the process of establishing a Medical College. Jamia Hamdard offers higher education in Biotechnology leading to M.Sc. and Ph.D. Degrees in the Faculty of Science and M. Pharm and Ph.D. programme in Pharmaceutical Biotechnology in faculty of Pharmacy. Jamia Hamdard also envisages to launch interdisciplinary science including translational research.

**And whereas,** DBT is an apex body in India for the formulation, coordination and promotion of biotechnological research. DBT is engaged in conducting and promoting research in various areas of biotechnology. It has 9 autonomous research institutions and 2 public sector undertakings (PSUs) under its ambit. These institutions are of national importance with their distinct areas of research. Research areas of DBT include a wide range of fields such as those pertaining to biotechnological applications in animal and plant research. It also supports research in healthcare sector including translational research. DBT also supports entrepreneurship development in biotechnology in India.

**And whereas,** both parties viz., 'JH' and 'DBT' realize that in the current context, working together is desirable to promote biotechnological research using facilities and expertise at JH departments and institutions under that ambit of DBT. Therefore, both parties are agreeable to enter into an MoU for working and cooperating with one another and using their respective expertise, knowledge and resources.

#### **Article I: Principle of Cooperation:**

JH and DBT, New Delhi, agree to develop their academic links under the principles of mutual understanding, common interest and mutually complementary activities.

1. To promote individual contacts among scholars, students and personnel of both the institutions.
2. To provide opportunities for both staff and students to use the maximum expertise and facilities available in both the organizations through training of students / staff and through exchange of thoughts by brain storming sessions / seminars / workshops and meetings.



3. To work jointly for the common research interest at national and international levels. This includes preparation of proposals and their implementation as per the national health priorities.
4. To support the exchange of academic and training material.
5. To share experiences and expertise concerning institute administration and management.
6. To encourage any other activities that both the institutions agree to be on mutual benefit.

**Article II: Areas of Cooperation:**

1. Research Students / Scientists / Staff working in DBT institutions may be enrolled for Ph.D. programme of JH in any discipline (department) as per the University guidelines. The Scientists / Researchers working at DBT institutions will be recognized as Supervisors / Co-supervisors for such a candidate subject to following conditions:
  - a) Scientists with Ph.D. degree, at level E1 or higher will be considered for recognition.
  - b) Recognition will be subject to approval by the Board of Research Studies (BRS) and Standing Committee of the Academic Council of JH.

Bye-laws governing Ph.D. programme of JH, will apply to all the supervisors and candidates.

2. This MoU would cover all the DBT institutions desirous of having collaboration with JH for advanced research and joint Ph.D. programme. For this, DBT institution may individually submit proposal for collaborative research to Joint Committee as envisaged in Article IV (1) of this MoU.
3. Rules of JH in force from time to time will applicable to all applications of DBT institutions for the Ph.D. admissions.
4. Ph.D. students working at JH will be allowed to carry out a part of their research work in DBT institutions and vice-versa depending upon specific requirements.
5. JH and DBT will independently cover the cost of research chemicals and other expenditure incurred in connection with research collaboration, if it is absolutely required for success of the joint research work.

6. JH and DBT may apply for collaborative projects jointly to national and international funding agencies.
7. Each DBT institution covered under this MoU will provide regular short term project training to 3-4 students of JH each year in their areas of specialization without charging any fee.
8. Mobility of Professors / Faculties of JH and Scientists of DBT institutions between JH and DBT institutions and vice-versa will be encouraged.
9. JH will not claim any part of the IPR resulting from this collaboration if the invention originates from the work done at DBT institute(s). However, if the invention originates from a JH laboratory, the university will have full rights on IPR.
10. Scientists of DBT institutions may deliver lectures in areas of their specialization to students of JH as Visiting Faculty on days and timings pre-arranged on mutual consent by concerned.
11. Upon recommendations of the Secretary, DBT, JH may consider appointing Scientists working at DBT institutions as 'Adjunct Faculty' (Adjunct Associate Professor or Adjunct Professor) for a specific duration in any identified Department of the University.

### **Article III: Duration and Termination of the MoU:**

1. This MoU is effective as of the date of signatures by the Authorities of JH and DBT.
2. This MoU is valid from the Date of execution by the Parties and shall remain in effect for FIVE (5) years. The tenure of MoU may be extended with mutual agreement of the parties.
3. This MoU may be amended at any time by written mutual consent of both the parties.
4. This MoU may be terminated by either party by the provision of written notice of termination not less than six months prior to the desired termination date. However, both parties agree that all continuing obligations to students, staff funding bodies or other entities are met in full subsequent to the notice of termination.



5. The termination of this MoU shall not affect the rights or obligations of either party regarding any binding offer or firm obligations approved and agreed to either party prior to the termination date.

**Article IV – Miscellaneous:**

1. JH and DBT will constitute a joint 'Monitoring Committee' which will periodically monitor the progress of the MoU. Different proposals for collaboration may also be considered by the joint committee. Meeting of the Committee may be held at JH or any of the collaborating institutions of DBT.

The Joint Monitoring Committee will be as follows:

**From JH:**

- i. Dean, Faculty of Science
- ii. Advisor (Research) – Convener at JH


**On behalf of DBT:**

- i. Dr. S. Bhatnagar
- ii. Dr. Sudhanshu Vрати – Convener on behalf of DBT

2. If any provision of this Memorandum is held by any court or other competent authority to be illegal, void or the enforceable in whole or in part, this Memorandum shall continue to be valid as to the other provisions therefore and the remainder of the effected provision.
3. Nothing in this MoU constitutes or to be construed a party as the partner, agent, employee, or representative of the other party. A party must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligation on behalf of or pledge the credit of the other Party without the prior written approval of the other Party.
4. The parties agree to comply with all laws applicable within the jurisdiction of the signatories below.
5. Any dispute arising out of this Memorandum of Understanding or in its enforcement the concerned parties to this MoU will resolve the same amicably. However, in case if the dispute remains unresolved it shall be referred to an arbitrator to be appointed by mutual consent of both the

parties subject to Delhi jurisdiction. The decision of the arbitrator shall be final and binding upon the party concerned.

IN WITNESS WHEREOF, the parties hereto have executed this MoU or caused it to be executed in their names and on their behalf by their duly authorized representatives the date set forth.


 22/9/11  
(On Behalf of the Secretary, DBT)  
Department of Biotechnology  
Block - 2, 6-8<sup>th</sup> Floor, CGO Complex  
Lodi Road, New Delhi - 110003


डॉ. टी. एस. राव Dr. T. S. RAO  
सलाहकार / Adviser


विज्ञान एवं प्रौद्योगिकी विभाग  
Ministry of Science & Technology  
राष्ट्रीय-संशोधन विभाग

Department of Biotechnology  
New Delhi, India


Witnesses:


  
1/ (Dr. Jyoti M Logan)  
SCIENTIST C, DBT.  
22.9.11

2.   
Dr. Richa Grover  
Scientist C, DBT  
22.09.2011

  
(Dr. Firdaus Ahmad Wani)  
Registrar  
Jamia Hamdard  
Hamdard Nagar  
New Delhi - 110062

Witnesses:

  
1. (S. RAKUDDIN)  
Adviser (Research), JH

2.   
Law officer Jamia Hamdard