

डॉ. अरुण कुमार भादुरी
प्रतिष्ठित वैज्ञानिक एवं निदेशक



भारत सरकार
परमाणु ऊर्जा विभाग
इन्दिरा गाँधी परमाणु अनुसंधान केन्द्र
कल्पाक्कम 603 102, तमिलनाडु, भारत

Dr. Arun Kumar Bhaduri
Distinguished Scientist & DIRECTOR

GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
INDIRA GANDHI CENTRE FOR ATOMIC RESEARCH
KALPAKKAM 603 102, TAMIL NADU, INDIA

No. IGC/MSG/CMPD/SAS/KG/008/70

15-07-2021

Subject: **Research Collaboration agreement between IGCAR and JIPMER.**

Dear Sir,

Pursuant to various rounds of discussions between the Officers of Indira Gandhi Centre for Atomic Research, Department of Atomic Energy, Kalpakkam, and Jawaharlal Institute of Postgraduate Medical education and Research (JIPMER), Pondicherry, a copy of the agreement proposed to be entered between IGCAR and JIPMER is enclosed.

In case the terms & conditions of the agreement is acceptable to you, you are kindly requested to sign and return one copy of the document for our records.

Yours faithfully,

[Arun Kumar Bhaduri]
Director

For and on behalf of the President of India

The Director,
Jawaharlal Institute of Postgraduate
Medical Education and Research (JIPMER)
Pondicherry 605 006



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This RESEARCH COLLABORATION AGREEMENT

is made on the 30th day of July 2021



BETWEEN

Jawaharlal Institute of Postgraduate Medical Education and Research [JIPMER]
Pondicherry 605006

AND

Indira Gandhi Centre for Atomic Research
Department of Atomic Energy
Kalpakkam, Tamilnadu 603102

In pursuance of

letter No. IGC/MSG/CMPD/SAS/KG/008/70. Dated 15/07/2021 from Director IGCAR.

RECITALS

A. **Jawaharlal Institute of Postgraduate Medical Education & Research**, henceforth abbreviated as **JIPMER**, located in Puducherry, is an Institution of National Importance in the field of medical education, and has been established by an act of Parliament. It imparts undergraduate and postgraduate medical training, conducts biomedical research and has a tertiary-care hospital that provides advanced medical care to a large number of patients.

Indira Gandhi Centre for Atomic Research, henceforth abbreviated as **IGCAR**, the second largest establishment of the Department of Atomic Energy located at Kalpakkam, has been established with the main objective of conducting broad-based multidisciplinary program of scientific research and advanced engineering, directed towards the development of sodium-cooled Fast Breeder Reactor [FBR] technology, and preparing the country for using its Thorium reserves to meet the demands of electrical energy.

B. The parties are interested in exploring the possibility of establishing a cooperative relationship, including carrying out Projects relevant to their respective interests.

C. Whilst the JIPMER and IGCAR have acknowledged that this Research Collaboration Agreement (RCA) is not intended to set out contractual terms governing the conduct of any Project, it is expected to result in:

- sharing of relevant information on a confidential basis with the aim of identifying the needs and capabilities of both the parties;
- establishment of a working relationship between the parties which is targeted to the parties' specific needs;
- establishment of Projects of interest to both the parties;

- determination of details of such Projects, including work plan, funding, and the rights to outcomes.

For the purposes of this RCA, “**Project**” shall mean a specific collaboration relating to an endeavor towards research, education, healthcare delivery or training.

1. SCOPE OF THE PROJECT

1.1 The parties will co-operate to:

- a) identify Projects of mutual interest to the parties;
- b) facilitate development of proposals for Projects between the two organizations, including exploring possibilities for joint grant applications and other forms of funding;
- c) determine terms and conditions of the agreement under which each Project will be conducted and the intellectual property arising from the Project will be owned and licensed (“Project Agreements”);
- d) establish the Projects identified and for which Project Agreements have been signed; and
- e) conduct an annual review of current and future projects, approximately one (1) month prior to the anniversary of the execution of this RCA.

1.2 Subject to the terms of any *Project Agreement* agreed to, each party will have the right, in any field related to the Project or otherwise, to:

- a) conduct business or research independently, whether or not with any third parties.
- b) continue existing commitments, or make new ones; and
- c) exploit or otherwise take advantage of its intellectual property.

1.3 The bonafide students, faculty and scientists of either party, whose names are officially communicated to the other party will be eligible to undertake research/ training at facilities under the supervision of the faculty/scientists/officers of the latter party as detailed in the Project Agreement, and these facilities will be recognized as approved research laboratory by both the parties and they will be governed by the following:

- a) Need not pay additional fees (other than that already paid to the parent institution or party) to the other party, for visiting, training, studying, undertaking collaborative Projects in the respective institutions, as per the Project Agreement.
- b) Boarding and lodging in Guest House/ Hostel belonging to the host party may be provided on complimentary basis to visiting faculty/scientists/students subject to availability and prior permission, for work related to Project Agreement.
- c) Faculty/Scientists of either party, if they are eligible as per the rules and regulations of their parent institution, can be guides and co-guides for projects/dissertations and PhD programmes of the other party/institution, after due permission from both the parties.
- d) Both the parties shall use their own resources for the proposed research work at their respective places. However, if such research work calls for additional expenses that cannot be managed by the project cost or entities on their own, either party can consider covering the additional costs, subject to availability of funds and its own administrative rules and processes.

2. PROJECT AGREEMENTS

2.1 The parties confirm their intention to negotiate and settle the terms of a Project Agreement in respect of each project that may taken up on the basis of this RCA.

2.2 Each Project Agreement will include provisions dealing with, amongst other things:

- (a) A Project plan pursuant to which the Project will be carried out, which will include information pertaining to technical objectives, statement of work, deliverables, schedule, decision gates, resource requirements and costs.
- (b) Funding arrangements for the Project.
- (c) A provision for the parties to hold periodic review meetings to assess the management and the progress of the Project, and the status of any expenditure.
- (d) Provisions dealing with intellectual property, including ownership and exploitation; and
- (e) Relevant commercial arrangements between the parties (JIPMER and IGCAR) for any Intellectual Property

2.3 The parties acknowledge that for any agreement to be binding on them, it must be in writing and signed by the Directors of JIPMER and IGCAR.

3. REPRESENTATIVE

3.1 For the purpose and term of this RCA, each party may appoint one of its employees to act as its representative in relation (each such employee being a "Representative"),

3.2 The Representative of an appointing party will be responsible for:

- (a) Managing, overseeing or coordinating that party's relationship with the other party;
- (b) Identifying any commercial issues that arise between the parties and referring those issues to the appropriate person within the Representative's organization.
- (c) Discussing issues arising out of this RCA or a Project Agreement with the Representative of the other party; and
- (d) Coordinating the exchange of information, students, scientists, and faculty between the parties.

3.3 The initial Representatives that have been chosen by the parties are:

- a) for JIPMER : **Dr Santhosh Satheesh**, Professor of Cardiology, JIPMER
- b) for IGCAR : **Dr Shaju K Albert**, Group Director, Materials Science Group, IGCAR

4. CONFIDENTIALITY, INTELLECTUAL PROPERTY

4.1 For the purposes of this RCA, "**Confidential Information**" means information that:

- a) is by its nature confidential.
- b) is designated by the parties as confidential; or

- c) the parties know or ought to know is confidential and includes, without limitation, the terms of this agreement and all information about the parties, their employees, agents, policies and operations which is made available, or which becomes known during the term of this agreement or as a result of executing this agreement; but does not include information which:
 - i. is or becomes public knowledge other than by breach of this agreement; or
 - ii. has been independently developed or acquired by either party.

4.2 The parties may exchange Confidential Information relevant to proposed Projects.

4.3 Each party undertakes to treat as confidential all Confidential Information obtained from the other party and undertakes not to divulge any Confidential Information to any person without first obtaining the consent of the other party in writing.

4.4 Each Party will take such reasonable steps to provide for the safe custody of all Confidential Information in its possession and to prevent unauthorized access thereto or use thereof.

4.5 At any time, upon the written request of a party, the other party must return any documents which embody Confidential Information and must not keep any copies in any form.

4.6 The confidentiality obligation will be applicable and remain valid for the entire duration of this Research Collaboration Agreement and thereafter for five years from the date of its expiry, even when one of the parties withdraw from this agreement or the agreement is terminated before the expiry of the agreement period.

4.7 The collaborating partners have an obligation to disclose to each other all patentable discoveries and publications arising from the collaborative projects, regardless of whether they are made at either institution. Any intellectual property generated out of this collaboration will be equally shared between IGCAR & JIPMER.

5. INITIATION, TERMINATION AND AMENDMENT

5.1 The term of this RCA is a period of five (5) years from the date of execution. At the end of 5 years, the MOU can be extended with mutual agreement by the parties for any duration that may be specified.

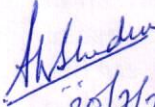
5.2 This RCA may be terminated by mutual consent of the parties, or by either party upon one (1) month written notice to the other party.

5.3 Any Project Agreement made pursuant to clause 2 of this RCA will survive termination or expiration of this RCA.

5.4 This RCA may be amended only by agreement in writing between the two parties, and not otherwise.

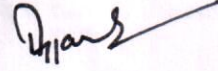
6. GENERAL

- 6.1 JIPMER and IGCAR acknowledge that each party is free to undertake projects on their own or in conjunction with third persons, and that the parties will co-operate only in circumstances where each of them agrees that a co-operation is for their mutual benefit and each is satisfied that the specific provisions covering that co-operation as laid down in the Project Agreement are appropriate.
- 6.2 Nothing in this RCA will oblige a party to or will constitute a representation by either party that it will enter into a Project Agreement with the other party or will conduct any Project.
- 6.3 Any and all disputes arising out of this RCA shall be referred to a committee comprising of the directors, legal advisors and named Representatives of both the parties. If the dispute is not solved, it shall be referred for arbitration and settled under the Indian Arbitration and Conciliation Act, 1996 by a single arbitrator, mutually appointed by both the parties, whose decision the Parties shall recognize and respect as final and binding. This RCA will be governed by and construed in accordance with the law in force in India, and the High Court of Chennai will have jurisdiction in respect of all matters arising under the terms of this agreement.


30/7/2024

Dr Arun Kumar Bhaduri
Director
IGCAR, Kalpakkam


डॉ. अरुण कुमार भडुड़ा
Dr. ARUN KUMAR BHADURI
निदेशक / Director
इंदिरा गांधी परमाणु अनुसंधान केंद्र
Indira Gandhi Centre for Atomic Research
कल्पाक्कम / Kalpakkam - 603 102.



Dr Rakesh Aggarwal
Director
JIPMER, Puducherry

निदेशक / DIRECTOR
जवाहरलाल स्नातकोत्तर आयुर्विज्ञान
शिक्षा एवं अनुसंधान संस्थान
**JAWAHARLAL INSTITUTE OF POST-GRADUATE
MEDICAL EDUCATION RESEARCH**
पुदुच्चेरी / Puducherry-6.

Witness:


30/7/2024

Dr. SHAJU K. ALBERT
Outstanding Scientist
Director, Materials Science Group
Indira Gandhi Centre for Atomic Research
Kalpakkam - 603 102.



Dr. SANTHOSH SATHEESH, MD.,DM.,
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