



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

*K. Someswara Rao*  
CC 558095

S. No. 22422 Date 03-11-2018, Rs 100

Sold to: Dr. Jitendar Sharma S/o Shyam Sunder Sharma

For whom: Kalam Institute of Health Technology, Visakhapatnam

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## MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Kalam Institute of Health Technology (KIHT)** having its office at

AMTZ Campus, Pragati Maidan, VM Steel Project S.O,

Visakhapatnam – 530031, Andhra Pradesh, India,

(first party, hereinafter referred to as KIHT), Represented by

Executive Director, KIHT

And

**Rajiv Gandhi University of Knowledge Technologies**

located at Basar (Village and Mandal), Nirmal – 504107, Telangana State, India,

(second party, hereinafter referred to as RGUKT, Basar) Represented by

The Vice Chancellor, RGUKT, Basar



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on this 9th day of February 2019.

### Between

**Kalam Institute of Health Technology (KIHT)**, a registered Society having its office at AMTZ Campus, Pragati Maidan, VM Steel Project S.O, Visakhapatnam – 530031, Andhra Pradesh, India, supported by the Department of Biotechnology, Government of India (hereinafter referred to as “KIHT” which expression shall, where the context so admits, include its successors and permitted assigns), of the One Part;

### And

**Rajiv Gandhi University of Knowledge Technologies, Basar**, a University established by a special act of legislation by the erstwhile state Government of united Andhra Pradesh and subsequently adopted by the State Government of Telangana, having its campus at Basar, Nirmal District, Telangana, hereinafter referred to as “RGUKT, Basar” (which expression shall, where the context so admits, includes its successors and assigns) of the Second Part.

KIHT and RGUKT, Basar are hereinafter individually referred to as “Party” and collectively referred to as “Parties”.

## 2. BACKGROUND

2.1 KIHT’s mandate is to facilitate focused research on critical components pertaining to medical devices by supporting stakeholder institutions engaged in development and promotion of healthcare technologies.

2.2 KIHT facilitates transfer of technologies through a unique e-Auction platform and assists entities with the arduous process of testing and standardization of medical devices, product testing, Health Technology Assessment (HTA), thereafter issue of NIPUN certificate.



2.3 RGUKT, Basar has the primary objective of providing high quality educational opportunities to the talented rural youth of Telangana through extensive use of ICT and by exposing the students to innovative emerging technologies like Internet of Things (IoT), Biotechnology, Chemical Engineering, Material and Metallurgical Engineering including Nanotechnology and in IT domain like Cloud Computing, Data Analytics, Block Chain Technology etc. To this end, the University has been selected by the Government of Telangana to initiate a program for developing Innovation, Incubation and Entrepreneurship among its students and faculty.

2.4 The Parties hereby express their willingness to combine their resources for research and development in health technologies and enable knowledge transfer.

### 3. SCOPE OF MoU

The Parties hereby express their willingness to enter into a Memorandum of Understanding to facilitate innovation in healthcare technology and commercialization thereof, and work towards promoting the growth of the sector by creating necessary eco-system for the said purpose. The Parties desire to engage and collaborate for increased access to affordable healthcare through technology intervention.

### 4. RESPONSIBILITY OF THE PARTIES

#### 4.1 Responsibilities of KIHT:

4.1.1 Facilitate industrial participation and investment in new technology domain existing at RGUKT, Basar.

4.1.2 Invite RGUKT, Basar Faculty, researchers and students to engage with the medical device companies, innovators, incubatee(s), other R&D institutions, and technical service providers.



- 4.1.3 Facilitate access to the Common Scientific Facilities (CSFs) of its affiliate company, AMTZ and such other facilities to RGUKT, Basar, for accelerating medical product development and commercialization.
- 4.1.4 Extend support to RGUKT, Basar, viz. Market Access, and Technology Transfer domains, including prototype testing and certification.
- 4.1.5 Encourage and facilitate industries, innovators, biomedical and related R&D institutions for exchange of information in relation to healthcare technology.
- 4.1.6 Invite RGUKT, Basar, Faculty, researchers and students whose product is in prototype stage and beyond technology transfer stage, to transfer/ license their innovation through the e-auction platform provided by KIHT.
- 4.1.7 Facilitate faculty exchange, incubation support and student internship from RGUKT, Basar, at KIHT or its facilities as may be mutually agreed upon from time to time.

#### 4.2 Responsibilities of RGUKT, Basar:

- 4.2.1 Promote and encourage scientists, researchers, students to coordinate for facilitating/ transferring technology through the e-Auction portal of KIHT.
- 4.2.2 Coordinate for facilitating/ transferring technology through e-Auction portal of KIHT.
- 4.2.3 Provide all necessary support for facilitating financial transaction relating to the technology transfer.
- 4.2.4 Work with KIHT to promote government policies and support for medical device innovation and commercialization activities.
- 4.2.5 Work with KIHT for all regulatory/ non-regulatory processes for market access.



### **4.3 Joint responsibilities of the Parties:**

- 4.3.1 The Parties would provide technical support as mutually agreed upon from time to time.
- 4.3.2 The Parties would undertake and execute the mutually agreed tasks within a stipulated time frame as mutually agreed from time to time.
- 4.3.3 The Parties may also enter into a separate arrangement/ agreement on a project-to-project basis, as the case may be, on such terms and conditions as may be mutually agreed by the Parties.
- 4.3.4 The Parties would nominate one nodal person from respective organization for coordinating the activities mentioned above and inform the same to the other party.

### **5. DURATION OF & EFFECTIVE DATE OF MoU**

The total time frame for the engagement would be for a period of five (5) years effective from the date of signing of the MoU. The term of this MoU may be extended as may be mutually decided by the Parties.

### **6. FINANCIAL ARRANGEMENT**

No financial commitment from any party will be assumed unless a formal approval / acceptance to that effect has been accorded through a signed arrangement between both the Parties. Each Party shall bear its expenses in discharge of its responsibilities mentioned in this MoU.

### **7. AMENDMENTS TO MoU**

This MoU may be amended with mutual consent of both the Parties through an exchange of correspondence. No amendment or addendum shall be effective unless it is in writing and signed by authorized representatives of both Parties hereto:



## 8. TERMINATION OF MoU

Either Party may terminate this MoU at any time by providing a written notice of 30 day's if it reasonably believes that the other Party's performance, or any aspect of it, results, or might breach any legal, regulatory, ethical or audit independence requirement in the jurisdiction, or any other reason, by registered post, courier service, personal delivery, fax or through electronic mail to the Party at its last known address of business. In the event of termination/expiry of this MoU, Parties shall return the materials/documents of other party on request.

## 9. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotions, etc., provided on the occurrence and cessation of any such event, the affected party thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the parties shall jointly decide about the future course of action.

## 10. ASSIGNMENT OF MoU

The rights and/or liabilities arising to any Party of this MoU shall not be assigned except with the written consent of the other Party and subject to such terms and conditions as may be mutually agreed upon.

## 11. CONFIDENTIALITY AND NON-DISCLOSURE

Except as otherwise contemplated by this MoU, each Party (the "receiving party") undertakes that, in order to protect the proprietary interest of the other Party (the "disclosing party") in the disclosing Party's confidential information, it will not, during the term of this MoU nor at any time thereafter, either use or exploit in any



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A handwritten signature in blue ink is written over a blue circular stamp. The stamp contains the text "Kam" and "akhapatnam" around a central emblem. The text "Page 6 of 9" is visible at the bottom right of the stamp.

manner, or directly or indirectly divulge or disclose to others any of the disclosing party's confidential information. The receiving party shall treat all confidential information disclosed to it as strictly confidential and only use such confidential information for the purposes of this MoU. Each Party shall ensure that its directors, officers, employees, agents, representatives, students, faculty, Affiliates and attorneys comply at all times with this confidentiality undertaking. This clause does not apply to (i) information that is public other than because of a breach of this clause; (ii) disclosure required by law; or (iii) disclosure to a Party's related companies, auditor, banker or advisors.

Specific confidentiality and non-disclosure agreement will be a part of specific MoUs agreed by the Parties for each project.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1 Ownership of any intellectual property created / developed through collaborations under this MoU will be determined between the Parties through mutual consultation and recorded in writing as an addendum/amendment/agreement separately on a case-to-case basis prior to starting of work.

12.2 The report, material or data including analytical evidence, on conclusions arrived at, associated with any study shall not be used for any commercial purpose by either Party without the knowledge and written consent of the other Party.

12.3 In all publications arising out of any joint project, role of either Party would be acknowledged.

## 13. DISPUTE RESOLUTION AND ARBITRATION

13.1 In the event of any dispute arising between Parties with regard to any terms/conditions or this MoU, the Parties would refer the dispute to a two-member committee consisting of a representative of each of the Parties. The committee would make all efforts to resolve the dispute and interpret the clauses for furthering the purpose of the MoU and cause of the Organizations.

13.2 If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator appointed jointly by the Parties. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The place of arbitration shall be Visakhapatnam. The cost of the arbitration proceedings shall initially be borne jointly by the Parties and finally by the Party against whom the award is passed.

#### 14. COMMUNICATION/NOTICE

14.1 **Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, or (ii) a nationally-recognized courier service, or (iii) registered postal services, or (iv) fax or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section addressing to:

Parting First Part (the "KIHT")

*The Assistant Director,*

*CTT Division,*

*Kalam Institute of Health Technology*

Parting Second Part (the "RGUKT,  
Basar")

*The Dean,*

*IIED and T&P,*

*Rajiv Gandhi University of Knowledge  
Technologies*

14.2 **Receipt of Notice.** A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, shall be deemed to have been duly if actually delivered, or after 15 [fifteen] days after mailing, if mailed by registered post or by courier. In case of an electronic mail, the notice shall be considered as delivered on the date of receipt of such mail.

15. Any additions or deletions to this MoU can be carried out on mutually agreed terms and appended to this MoU to form an integral part of this MoU.






IN WITNESS WHEREOF the Parties hereto have signed this MoU on the day, month and year mentioned hereinbefore

**For and on behalf of KIHT**

  
**Dr. Jitendar Kumar Sharma**  
**Executive Director**


**Kalam Institute of Health Technology  
(KIHT)**  
Nadupuru, Visakhapatnam - 530031

  
Witness: Krishna Murthy  
Date: 09/02/2019

**For and on behalf of RGUKT, Basar**

  
**Dr. A. Ashok, IAS**  
**Vice Chancellor**

**Rajiv Gandhi University of Knowledge  
Technologies (RGUKT)**  
Basar – 504107, Nirmal District, Telangana

  
Witness: M. Scireth  
Date: 09/02/2019