

# MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding,(hereinafter called MOU)between Sanjay Gandhi Postgraduate Institute of Medical Sciences, Lucknow, India(herein After called SGPGI) and (the second party)\_\_\_\_\_

(herein after called)\_\_\_\_\_  
entered into on this \_\_\_\_\_(day)\_\_\_\_\_(month)\_\_\_\_\_(year).

## **Preamble:**

Whereas SGPGI is a superspeciality hospital, established by Govt. of Uttar Pradesh , as a centre of excellence for providing medical care, education and research of high order and is chartered to function as a university under this State Act.

Whereas (the Second Party)\_\_\_\_\_

where as (SGPGI) and (the second party)\_\_\_\_\_

are willing to jointly participate in the development of \_\_\_\_\_

The coordinator of the project will be \_\_\_\_\_

(Name, Designation of the faculty member responsible from SGPGI, Lucknow). The other coordinator of the project will be \_\_\_\_\_

(Name, Designation of the person responsible for second party).

## **Scope of MOU**

This MOU will cover the joint efforts of Sanjay Gandhi Postgraduate Institute of Medical Sciences, Lucknow, India ,and \_\_\_\_\_  
(Second party) in the area of \_\_\_\_\_

(Specify the area of work jointly to be done)

Furnish full details of the work to be done:

- 1.
- 2.
- 3.
- 4.
- 5.

**Responsibilities of SGPGI**

- 1.
- 2.
- 3.
- 4.
- 5.

**Responsibilities of second party**

- 1.
- 2.
- 3.
- 4.
- 5.

**Administration:**

Overall responsibilities of the project will rest with Sanjay Gandhi Postgraduate Institute of Medical Sciences, Lucknow, India &

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(identify the Institution/ Organization and name of the persons)

**Financial Arrangements:**

Funds for the projects will be from \_\_\_\_\_

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(name of the funding agency) and the proportion of funds to be released to SGPGI will be Rs. \_\_\_\_\_ (specify the amount).

The following equipment/consumables/supplies will be provided to SGPGI

By (second party) \_\_\_\_\_

(This is for MOUs Involving grant of equipment/consumables/supplies)

- 1.
- 2.
- 3.
- 4.
- 5.

**Intellectual Property Rights:**

- 1.The R&D information generated shall be shared by both the collaborating parties.
- 2.Any publication shall be by mutual consent of the coordinators.
- 3.Patants and other benefits, arising out of the project if any, shall be shared between the collaborating parties.
- 4.For projects identified as having a distinct potential generating know how leading to commercial applications \*NRDC(National Research Development Corporation of India)Guidelines will be followed.

**NRDC Guidelines:**

- 1.To bring to notice of the investigator, prospective user of the technology being developed.
- 2.To do market research about the product and bring out a comprehensive study about the market potential for attending entrepreneur.
- 3.For effective coordination between the laboratory generating the know how and the entrepreneur.
- 4.To take such other steps as may facilitate the communication of know how.
- 5.NRDC will retain 40%of the royalty/premia and the remaining 60%will be sent to the institution generating the know how. The institute may decide the sharing of 40% between the institute and the project investigator team.

**Duration of MOU:**

This MOU will be in force for a period of \_\_\_\_\_(years from the date of its signing).

**Amendments to the MOU:**

Amendments if any, before the authorized representative of SGPGI and \_ shall make the expiry of this MOU in writing (Second party) after mutual agreement.

**Resolution of Dispute:**

Any dispute or difference between the collaboration parties shall be amicably resolved by either through mutual consultation or arbitration.

**Seal of parties:**

In witness thereof parties hereto have signed this MOU on the day ,month and year mentioned herein before.

**Parties:**

Signed and delivered for and behalf of SGPGI

Signed and delivered for and behalf of second party

**Signature**

**Signature**

Name:

Name:

Designation:

Designation:

Seal:

Seal:

# **INDEMNITY AGREEMENT**

The indemnity agreement is between Sanjay Gandhi Postgraduate Institute of Medical Sciences, Lucknow, India (herein After called SGPGI) and \_\_\_\_\_

\_\_\_\_\_  
(Name of the second party/sponsor) hereinafter Sponsor  
whereas SGPGI engages in medical research that involves experimental and investigational products ,drugs, devices or therapy and .....  
.....

Whereas SPONSER owns or has the right to such experimental or investigational products, drugs, devices specifically as it relates to this agreement, products devices, drugs shall mean the following-

- 1.
- 2.
- 3.
- 4.
- 5.

whereas SGPGI and SPONSER have agreed that SGPGI will use Sponsor's experimental and investigational products, devices, drugs, for research purposes.

Now therefore, the parties agree as follows:

1. Undesirable side effects, injuries, illness or reactions. The  
Sponsor Agrees to indemnify, protect, defend and hold harmless SGPGI, it's officers , employees against cost or expenses associated with the diagnosis and treatment of undesirable side effects, injuries, illness or reactions that arise specifically from Sponsor's products, devices, drugs.
2. Loss, Damage or Liability  
The Sponsor agrees to indemnify, protect, defend and hold harmless SGPGI, it's officers, employees from any loss, damage or liability they may suffer or incur as a result of claims or demands made against them that arise specifically from research involving Sponsor's products, drugs, devices.
3. Insurance.  
The sponsor agrees to maintain in force at its sole cost and expense with reputable insurance companies, insurance of a type and in amounts equal to at least .....per  
(specify the amount of money) of (specify the amount of money) annual  
occurrence combined single limit and .....annual  
(specify the amount of money) aggregate. SGPGI shall have the right to request the appropriate certificates of insurance from Sponsor for purpose of ascertaining the sufficiency of coverage.
4. Attorneys & Legal Coverage. The Sponsor  
agrees to provide, at its own expense, attorneys to defend against any claims made or actions filed against SGPGI, its officers, employees. The Sponsor also agrees to pay any settlement amounts or judgments levied against SGPGI or any losses or expenses incurred by SGPGI resulting from such claims or action.

5. Cooperation of parties.

SGPGI agrees to notify promptly, Sponsor in writing when any undesirable side effect, injury, illness, or reaction arises from research involving Sponsor's products, devices, drugs. SGPGI agrees to cooperate with Sponsor in defending any claim or action covered by this agreement. The Sponsor agrees to consult on a regular basis with SGPGI regarding the defense or settlement of any claim or action. Neither party will compromise or settle any claim or action without prior written consent of the other party.

6. Other.

This indemnity agreement does not displace, supercede or in any way limit any other agreements between the parties.

SGPGI

Name.....

Signature.....

Seal.....

Date.....

SPONSOR

Name.....

Signature.....

Seal.....

Date .....