



## MEMORANDUM OF UNDERSTANDING

Between

ICMR CENTRE FOR INNOVATION AND BIO-DESIGN (CIBIOD), PGIMER, CHANDIGARH

AND

POST GRADUATE GOVERNMENT COLLEGE FOR GIRLS, SECTOR-11 CHANDIGARH

This Memorandum of Understanding is made on 8<sup>th</sup> Feb, 2020 Between the ICMR CENTRE FOR INNOVATION AND BIO-DESIGN (CIBIOD), PGIMER, CHANDIGARH, hereinafter referred to as CIBIOD, which expression shall mean and include its successor-in office and assigns and represented by its representatives.

AND

Post Graduate Govt. College for Girls, Sector-11, Chandigarh hereinafter referred to as PGGCG-11, CHANDIGARH.

### BACKGROUND

ICMR Centre of Innovation and Bio Design (CIBIOD) aims to promote innovation in medical devices and instruments by creating a conducive ecosystem with the involvement of multiple premier technology institutes in the region in collaboration with Post Graduate Institute of Medical Education and Research (PGIMER), Chandigarh with following sub-goals like innovation centre for devising indigenous technologies, instruments and devices for affordable health care, Manpower training for researchers, clinicians and faculty working in area of medical sciences etc.

AND WHEREAS, Post graduate Government college for Girls, Chandigarh

Established in 1956, the Post Graduate Govt. College for Girls, Sector-11, Chandigarh is one of the oldest educational institutions in Chandigarh being only few years younger than the city itself. Starting small, it has grown over the years to become a large entity. With a long history of nearly 60 years behind it the college has accumulated many layers of richness and recall. From this vantage of age, we can look back with pride at the many generations that entered the portals of this institution, filled its classrooms, performed in its auditorium, played on its fields and then left to take their place of pride in the world. They are our strength and also the validation of our existence.

A college campus is a young and exciting place to be in. And we educationists are invigorated by the sheen energy that surrounds us. We watch young girls coming to us from different parts of the country and it is indeed a very fulfilling experience to be a part of their journey of growth, both intellectual and emotional. We are with them when they arrive, hesitant and groping. And we then bid them adieu when they leave us as confident young women. It is a role we perform over and over again but it never palls on us and we all, in this institution, look forward to a future filled with many more generations of bright, young girls stepping out into the world and doing us proud.

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### **OBJECTIVES**

Both CIBioD and **Post graduate Government college for Girls, Chandigarh** are, now

- \* Recognizing the importance of research & development, innovation and training in the areas related to medical devices, instruments, affordable healthcare, bio-design and other allied areas, and facilitate innovation and deployment of solutions.
- \* Appreciating the need for integrating the reservoir of highly qualified manpower in the fields of expertise available at both places and foster relationship between academia, students and practitioners.
- \* Desiring to amalgamate their efforts by pooling their expertise and resources and to form a nucleus for promoting Research & Development and training by exploiting the unique expertise, intellectual and infrastructural capabilities of both the parties.

### **FINANCIAL TERMS**

There is no direct financial obligation on either institution unless specifically agreed to. The financial requirement of individual institutions for joint project proposals will be separately mentioned in joint projects while submitting to funding agencies. Before start of any activity, financial terms will be decided pertaining to that particular activity in advance.

### **DURATION**

This agreement shall come into effect on the day of the approval by both institutions with an initial duration of three years.

### **TERMINATION**

Either institution may terminate this agreement provided that a written notice to this intent is given to the other at least three months prior to the termination.

### **INTELLECTUAL PROPERTY RIGHT (IPR)**

Rights regarding publications, patents, royalty, ownership of software, design, product developed, etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.



Intellectual Properties, which are in possession of prior to this agreement or to be acquired outside the collaborative project with Post graduate Government college for Girls, will remain the exclusive property of Post graduate Government college for Girls. Intellectual Properties which are in possession of CIBioD prior to this agreement or to be acquired outside the collaborative project with Post graduate Government college for Girls will remain the exclusive property of CIBioD.

Intellectual Property/ies that may come about in the course of execution of collaborative project(s) between CIBioD and Post graduate Government college for Girls will be the joint property unless otherwise mentioned clearly in project proposals or project specific agreements.

## **CONFIDENTIALITY**

- \* During the Term of MOU, either party may provide to the other proprietary and confidential information that it considers essential for the conduct of any PROJECT at their sole discretion.
- \* PROPRIETARY INFORMATION for the purposes of this AGREEMENT shall include all data, samples discoveries, inventions, technical information, reports, known-how and other information related to and disclosed by either party to the other in any form of written material and it shall be the duty of the receiving party to maintain its confidentiality.
- \* The Post graduate Government College for Girls and CIBioD agree to hold PROPRIETARY INFORMATION in confidence and to protect it against disclosure to the public and third parties. Accordingly, both Post graduate Government college for Girls and CIBioD shall employ protective measures fully commensurate with those used by them to protect their own trade secrets and other confidential information from disclosure to the public and to third parties, but in no event less than ordinary degree of care required by law to preserve the secrecy of information that under such law is deemed confidential. By way of example, such efforts will include the act of obtaining the execution of suitable confidentiality agreements from other parties and from other persons to whom such information is disclosed in the course of execution of the PROJECT and to retrieve the connected documents on completion of the project where given for the same.
- \* The Post graduate Government college for Girls and CIBioD agree to use PROPRIETARY INFORMATION only for the specific project during the term of such project.
- \* The Post graduate Government college for Girls and CIBioD agree not to copy, reproduce or otherwise reduce to writing any Part of PROPRIETARY INFORMATION except and only as may be reasonably necessary for the PROJECT.
- \* INFORMATION disclosed by either party to the other in the form of result of the study/ research originating from the projects under the agreement shall be treated as confidential and should not be shared with any third party, including and country, without the expressed permission of giving party.
- \* Both Post graduate Government college for Girls and CIBioD will be free to publish research results out of projects under this agreement that does not contain proprietary information. In case it contains proprietary information decision to publish will be on a mutual consent basis so as to ensure protection of the related intellectual property.
- \* The non-disclosure clause will survive five years from the date of expiry of this MOU.

## **CO-ORDINATION COMMITTEE**

The following will constitute the Coordination Committee to monitor and review the collaborative program (s) between the two institutions:

- a) Principal, PGGCG-11, Chandigarh or her nominee(s)
- b) ICMR Centre For Innovation & Bio-Design, PGIMER, Chandigarh or his nominee(s)
- c) Coordinators both from CIBioD and PGGCG-11, Chandigarh.

The Coordination Committee shall:

- a) Review the progress of the identified programs (at least twice a year)
- b) Consider new R&D and training proposals for the collaboration and implementation on case to case basis including IPR and financial arrangements
- c) Consider the addition/deletion of areas of co-operation between the two entities during review.
- d) Consider the continuance of the MoU

Any difference of opinion arising on any matters under the preview of the MoU will be referred to the Representative of Post graduate Government college for Girls and Representative of CIBioD for resolution through mutual consent.

Both the parties hereto set their hands and signed the agreement on the day, month and year mentioned above. It has been executed in two originals; one has been retained by CIBioD and the other by Post graduate Government college for Girls.

Anaushal

8.2.2020

Representative of  
Post graduate Government college for Girls  
Chandigarh -160011

gy 08/2/20  
(Dr. Vainder Singh)

Representative of CIBioD  
PGIMER, Chandigarh





**COURAGE TO KNOW**

**Post Graduate  
Government for  
Girls, Sector-  
11, Chandigarh**

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CHANDIGARH**

**AND**

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**AND**

Post Graduate Government College for Girls, Sector-11, Chandigarh hereafter referred to as PGGCG-11, Chandigarh

### **BACKGROUND**

ICMR Centre of Innovation and Bio Design (CIBioD) aims to promote innovation in medical devices and instruments by creating a conducive ecosystem with the involvement of multiple premier technology institutes in the region in collaboration with Post Graduate Institute of Medical Education and Research (PGIMER), Chandigarh with following sub-goals like innovation center for devising indigenous technologies, instruments and devices for affordable health care, Manpower training for researchers, clinicians and faculty working in the area of medical sciences, etc.

**AND WHEREAS, Post Graduate Government College for Girls, Sector-11, Chandigarh**

Established in 1956, the Post Graduate Government College for girls, Sector 11 Chandigarh is one of the oldest educational institutions in Chandigarh being only a few years younger than the city itself. Starting small, it has grown over the years to become a large entity. With a long history of nearly 60 years behind it the college has accumulated many layers of richness and recall. From this vantage of age, we can look back with pride at the many generations that entered the portals of this institution, filled its classroom, performed in its auditorium, played on its fields and then left to take their place of pride in the world. They are our strength and also the validation of our existence.

A college campus is a young and exciting place to be in. And we educationists are invigorated by the sheen energy that surrounds us. We watch young girls coming to us from different parts of the country and it is indeed a very fulfilling experience to be part of their journey of growth both intellectual and emotional. We are with them when they arrive, hesitant and groping. And we then bid them adieu when they leave us as confident young women. It is a role we perform over and over again but it never palls on us and we all, in this institution, look forward to a future filled with many more generations of bright, young girls stepping out into the world and doing us proud.

## **OBJECTIVES**

Both CIBioD and Post Graduate Government College for Girls, Sector-11, Chandigarh are, now

- Recognizing the importance of research & development, innovation and training in the areas related to medical devices, instruments, affordable healthcare, bio-design and other allied areas, and facilitating innovation and deployment of solutions.
- Appreciating the need for integrating the reservoir of highly qualified manpower in the fields of expertise available at both places and the foster relationship between academia and practitioners.
- Desiring to amalgamate their efforts by pooling their expertise and resources and to form a nucleus for promoting Research & Development and training by exploiting the unique expertise, intellectual and infrastructural capabilities of both the parties.

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## **DURATION**

This agreement shall come into effect on the day of the approval by both institutions with an initial duration of one year.

## **TERMINATION**

Either institution may terminate this agreement provided that written notice to this intent is given to the other at least three months prior to the termination.

## **INTELLECTUAL PROPERTY RIGHT (IPR)**

Rights regarding publications, patents, royalty, ownership of software, design, a product developed, etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

Intellectual Properties, which are in possession of Post Graduate Government College for Girls, Sector-11, Chandigarh prior to this agreement or to be acquired outside the collaborative project with Post Graduate Government College for Girls, Sector-11, Chandigarh will remain the exclusive property of Post Graduate Government College for Girls, Sector-11, Chandigarh. Intellectual Properties which are in possession of CIBioD prior to this agreement or to be acquired outside the collaborative project with Post Graduate Government College for Girls, Sector-11, Chandigarh will remain the exclusive property of CIBioD.

Intellectual Property/ies that may come about in the course of execution of the collaborative project(s)



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- f) INFORMATION disclosed by either party to the other in the form of a result of the study/ research originating from the projects under the agreement shall be treated as confidential and should not be shared with any third party, including and country, without the expressed permission of the giving party. Both Post Graduate Government College for Girls, Sector-11, Chandigarh and CIBioD will be free to publish research results out of projects under this agreement that do not contain proprietary information. In case it contains proprietary information, the decision to publish will be on a mutual consent basis so as to ensure protection of the related intellectual property.
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(Dr. Anita Kaushal)

Principal  
Post Graduate Govt. College for Girls  
Sector-11, Chandigarh



(Dr. Varinder Garg)

Principal investigator  
PGIMER, Chandigarh-160012, India

Dr. Varinder Garg  
Principal Investigator  
ICMR Centre for Innovation  
and Bio-Design (CIBioD)