



The Future of Healthcare is here!



COURAGE TO KNOW

## MEMORANDUM OF UNDERSTANDING

Between

**AROGAYA CIBIOD AFFORDABLE HEALTHCARE FOUNDATION**

**AND**

**POST GRADUATE GOVERNMENT COLLEGE FOR GIRLS, SECTOR-11, CHANDIGARH**

This MoU is entered into on 28<sup>th</sup> Nov, 2024 between AROGAYA CIBioD AFFORDABLE HEALTHCARE FOUNDATION hereafter referred to as A-CIBioD, which expression shall mean and include its successor-in office and assigns and represented by its representatives, a non-profit Section 8 Company.

AND

Post Graduate Government College for Girls, Sector-11, Chandigarh hereafter referred to as PGGCG - 11, which expression shall mean and include its successor-in office and assigns and represented by its representatives.

A-CIBioD and PGGCG-11 individually referred to as "party" and collectively referred to as "parties".

### **BACKGROUND**

AROGAYA CIBioD AFFORDABLE HEALTHCARE FOUNDATION (A-CIBioD) aims to promote innovation in medical devices and instruments by creating a conducive ecosystem with the collaboration of multiple premier academic and research institutes with following sub-goals like innovation Centre for devising Indigenous technologies, instruments, and devices for affordable healthcare, Manpower training for researcher, clinicians, and faculty working in area of medical sciences etc.

### **AND WHEREAS**

Post Graduate Government College for Girls, Sector-11, Chandigarh was established in 1956 and is one of the oldest educational institutes 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. From this vantage of age, the premiere institute can look back with pride at 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 existing place to be in. And we educationists are invigorated by the sheer 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, and we then bid them adieu when they leave us as confident young women. It is a role we perform over and over again. 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 A- CIBioD and PGGCG -11 are, now

- Recognizing the importance of research and development, innovation and training in the areas related to medical devices, instruments, affordable healthcare, bio-designing 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 relationships between academia and practitioners.
- Desiring to synergize 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 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 the start of any activity, financial terms will be decided to pertain to that particular activity in advance.

## **DURATION**

This agreement shall come into effect on the day of the approval by both Parties and continue to be valid and in force until terminated by either Party.

## **TERMINATION**

Either institution may terminate this agreement provided that a written notice of this intent is given to the other at least Three (03) 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 PGGCG -11 prior to this agreement or to be acquired outside the collaborative project with A-CIBioD will remain the exclusive property of Post Graduate Government College for Girls, Sector 11, Chandigarh. Intellectual Properties which are in possession of A-CIBioD prior to this agreement or to be acquired outside the collaborative project with PGGCG -11 will remain the exclusive property of A-CIBioD.

Intellectual Properties that may come about in the course of execution of the collaborative project(s) between A-CIBioD and PGGCG -11 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 for 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.
- PGGCG-11 and A-CIBioD agree to hold PROPRIETARY INFORMATION in confidence and to protect it against disclosure to the public and third parties. Accordingly, both PGGCG -11 and A-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 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 were given for the same.
- PGGCG-11 and A-CIBioD agree to use PROPRIETARY INFORMATION only for the specific project during the term of such project.
- PGGCG-11 and A-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 will not be shared with any third party, without the expressed permission of giving party.
- Both PGGCG-11 and A-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 mutual consent basis so as to ensure protection of the related intellectual property.

## **COORDINATION COMMITTEE**

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

- a) Principal, Post Graduate Government College for Girls, Sector 11, Chandigarh or his/her nominee(s).
- b) A representative of A-CIBioD.

The Coordination Committee shall:

- a) Review the progress of the identified programs (at least twice a year).
- b) Consider any 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 the 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 Principal, PGGCG -11 and Director, A-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 Post Graduate Government College for Girls, Sector 11, Chandigarh and the other by A-CIBioD.

Initial  
*Prof. Dr. Anita Kaushal*

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**(Principal)**

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

DocuSigned by:  
*Dr. Varinder Garg*  
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**(Director)**

**Arogaya- CIBioD Affordable Healthcare  
Foundation**