

# MEMORANDUM OF UNDERSTANDING (MoU)

*By & Between*



University of Kashmir  
Hazratbal, Srinagar, Jammu & Kashmir

&



Sher-i-Kashmir Institute of Medical Sciences  
Soura, Srinagar, J&K

Date: August 24, 2021

Place: Srinagar

- b) The manpower required to run the collaborative programs will be financed entirely by the sponsoring/funding agency.

#### **Article-X: FACILITATION OF THE COLLABORATIVE USE OF AVAILABLE INFRASTRUCTURE**

This Memorandum of Understanding is signed to provide a platform for the two institutions to share equipments and facilitate collaborative use of their respective infrastructure that will in turn act as a catalyst in developing infrastructure through fully or partially funded projects.

#### **Article-XI: EFFECTIVE DATE AND DURATION OF MoU**

- ❖ This MoU shall be effective from the date of its approval by competent authorities at both the ends.
- ❖ The duration of the MoU shall be for a period of 5 years from the effective date.
- ❖ Any clause or article of the MoU may be modified or amended by mutual agreement between **SKIMS** and **University of Kashmir**.
- ❖ During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner jeopardize the interests of the students/faculty/scientists who have been admitted/allowed to pursue a programme under the MoU.

#### **Article-XII: NOTICES**

notice, approval, consent or any other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by air mail (With postage prepaid) to the address specified below or to such other address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided:

For **University of Kashmir**  
Office of the Dean Academic Affairs  
**University of Kashmir**, Srinagar  
Jammu & Kashmir, India- 190006

Whereas **SKIMS, Srinagar J&K** implements the health policy of Government of India and the Govt. of J&K in the UT of Jammu and Kashmir for providing quality health care to the people, **University of Kashmir** stands committed to create and disseminate knowledge for human development and welfare; to create intellectually stimulating environment; promote excellence in teaching, research and extension activities and thereby facilitate academic freedom, diversity and harmony. It also envisages to cause an overall intellectual and academic upgradation of the society and implement National Education Policy of 2020 that seeks to promote multidisciplinary education, foster collaborations, sharing of resources and transfer of credits between institutions engaged in academics and research.

Owing to the capacity, capability and expertise available at **University of Kashmir** in conducting the collaborative programmes and disseminating knowledge through innovative techniques using modern technology, **SKIMS Srinagar** desires to join hands with **University of Kashmir** for promoting mutual collaboration, research and academics in various medical and allied fields (referred hereunder as the collaborative programmes).

### **COLLABORATIVE PROGRAMMES**

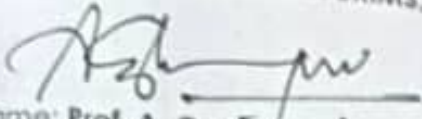
Herein a **Collaborative Programme** refers to state of affairs where **SKIMS** and **University of Kashmir** collaborate on a joint research and/or academic programme; share the academic responsibility for the contents of the study programme and leads to certification by one of the partnering institutions.

The institutions shall sign a Memorandum of Understanding (MoU), which affirms the institutional cooperation and intention to develop a collaborative programme that must be regulated by an agreement;

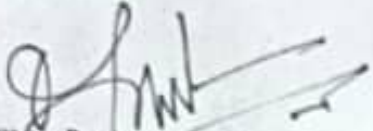
1. Collaborative programs should be in accordance with the academic and research policies and priorities of the respective partnering institution.
2. Both the institutions may devise guidelines for the approval, modification, and review of each Collaborative Programme in accordance with their own statutes.
3. One of the partnering institutions shall bear full responsibility towards developing course curriculum, design, conduct, implementation, evaluation and certification of the collaborative programme.



IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be made in English and executed by their duly authorized representatives, Signed at SKIMS, Soura, Srinagar on August 24, 2021



Name: Prof. A. G. Afhangar  
Director & EOSG  
SKIMS  
Srinagar, J&K



Name: Prof. Omar Javed Shah  
Dean Medical Faculty,  
SKIMS  
Srinagar, J&K



Name: Prof. M. Ashraf Ganie  
Sub-Dean Research  
SKIMS  
Srinagar, J&K

Witness 1

Name: Prof. Altaf Umar Ramzan  
Head, Dept. of Neurosurgery, SKIMS

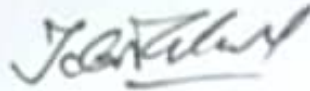
Signature 

Witness 2

Name: Prof. Tariq Ahmad Gojwari  
Head, Dept. of Radio-imaging, SKIMS

Signature \_\_\_\_\_

Date: August 24, 2021



Name: Prof. Talat Ahmad  
Vice-Chancellor  
University of Kashmir  
Srinagar, J&K



Name: Prof. Farooq A. Masoodi  
Dean Academic Affairs  
University of Kashmir  
Srinagar, J&K



Name: Prof. Farooq A. Masoodi  
Dean Research  
University of Kashmir  
Srinagar, J&K

Witness 3

Name: Dr. Nisar Ahmad Mir  
Registrar, University of Kashmir

Signature 

Witness 4

Name: Prof. M. Ishaq Geer  
Director, CCPC, UoK

Signature 

Date: August 24, 2021

- v. That no representation or warranty made herein contains any untrue statement.

#### **Article-XXI: GOVERNING LAW(S) & JURISDICTION**

This MOU shall be governed and interpreted by, and construed in accordance with the substantive laws as applicable within Jammu and Kashmir. All disputes, differences, claims and demands arising under or pursuant to or touching upon this MOU shall be subject to the exclusive jurisdiction of the Courts of Jammu & Kashmir.

#### **Article-XXII: INTERPRETATION**

This Collaboration has been executed in English Language and that shall be the controlling language for interpretation thereof. No other translation, if any, of this Collaboration into other languages shall be of any force or effect in the interpretation of this Collaboration or in determination of the intent of either of the parties hereto.

#### **Article-XXIII: NO PARTNERSHIP**

Nothing in this MOU shall be deemed to constitute or create an Association, Trust, Partnership or a Joint Venture between the parties nor constitute any Party the agent of any other Party for any purpose.

#### **Article-XXIV: MISCELLANEOUS**

Notwithstanding anything contained herein above, the Parties agree that the decisions of the Board of Management in case of **SKIMS** or Academic/University Council in case of **University of Kashmir** or any other statutory body of the **University of Kashmir** or **SKIMS** Srinagar, shall prevail over and above the clauses mentioned in this MOU.

- (ii) For **SKIMS** Srinagar, J&K  
Office of the Dean Medical Faculty,  
Sher-i-Kashmir Institute of Medical Sciences  
Soura, Srinagar-190011

### **Article-XIII: CONFIDENTIALITY**

Each party shall undertake that it will treat as confidential this collaboration and its terms together with all information/research data and findings whether of a technical nature or otherwise relating to any manner to the business or affairs of the other parties as may be communicated to it hereunder or otherwise in connection with this collaboration, save as required to be disclosed by any law. Both organizations will maintain and strictly prevent disclosure of all the information and data exchanged under the scope of this MoU, for any purpose other than in accordance with this MoU.

### **Article-XIV: FORCE MAJEURE**

- i. Neither of the parties shall be liable to each other or to a third party including student(s) for failing or delay in the performance of any of its obligations under this MoU or the time over to the extent such failure or delay is caused by riots, civil commotion or unrest, war, hostilities between nations, government laws, orders or regulations, embargoes actions by the government or any agency thereof, natural calamities, storms, fires accidents, strikes, sabotages, explosions, or other similar or different contingencies beyond the reasonable control of the respective Parties.
- ii. In the event that either party is, wholly or in part, prevented from or hindered or obstructed in carrying out or observing any of the terms or conditions of this MoU for any cause set forth, such party shall give written notice to the other party by the most expeditious means as soon possible after and occurrence of the cause relied on, giving full particulars of the reason for such prevention, or hindrance, and the Parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.



4. Respective partnering institution offering the collaborative programme shall be wholly responsible for making admissions as well as for academic/administrative management of the collaborative programme.
5. The institution issuing the course completion certificate shall also be responsible for academic approval of the course and for the overall quality of the program.
6. Course curriculum of the collaborative program shall be devised and got approved from statutory bodies by the respective participating institution.

#### **Article-I: SCOPE OF AGREEMENT**

Both the parties have deliberated, negotiated and agreed upon the terms and conditions governing their relationship for their mutual co-operation to respond to the needs of training and professional development of graduates, post-graduates and doctoral students belonging to the streams of Medicine, Life Sciences, Pharmaceutical Sciences, Nursing, Biotechnology, Biochemistry and Clinical Biochemistry, Dietetics and Nutrition, Physiotherapy, Indian Systems of Medicine (AYUSH), Social Work, Management etc., pursuing their studies and/or research at either of the two institutions and are not already engaged in a full-time job elsewhere, by introducing Certificate Courses and facilitating their practical training/research/internship programmes.

#### **Article-II: EXCHANGE PROGRAMS**

Both **SKIMS** and **University of Kashmir** shall encourage interactions between the faculty members, scientists, research scholars and students of both the institutions through the following arrangements:

- ❖ Exchange of personnel (scientists, scholars, students etc) as per the rules and regulations of the respective institute, for limited periods of time as mutually agreed upon;
- ❖ Organization of joint conferences, seminars, workshops, panel discussions and other brainstorming sessions;
- ❖ Practical training, internship and research programmes for students of both the organizations at departments, centres, laboratories, wards and

- b. Two members each from **University of Kashmir** and **SKIMS** Srinagar, J&K from amongst the faculty members not below the rank of a Professor;
- c. The committee would meet annually to review the progress of the collaborative programmes coming the purview of this MoU.

#### **Article-VII: FINANCE**

- a) This MoU envisages/invites no legal and/or financial obligations whatsoever. This MoU is designed solely to facilitate mutually beneficial collaborative initiatives between the two institutions.
- b) Activities contemplated under this MoU are subject to the availability of funds and other necessary resources at the two collaborating institutions.
- c) Fee structure including registration fee, examination fee, if any as required and approved by the respective institutions per candidate will be deposited in the account of Dean Research, **University of Kashmir** or Director Finance **SKIMS**, Srinagar as the case may be. Director Finance, **SKIMS**/Dean Research of the **University of Kashmir** Shall be the drawing & distributing authority to operate these funds;
- d) **University of Kashmir/ SKIMS** Srinagar will explore possibilities and avenues to facilitate the sponsorship of the deserving and meritorious candidates.

#### **Article-VIII: ACADEMIC UPLIFTMENT**

- a) The general purpose of this MOU is to promote collaboration, interaction and cooperation between the two institutes to foster research and academics.
- b) The Memorandum also seeks joint research projects, instrument sharing and publications by researchers/faculty members of the institutions. This MoU provides vast opportunities to both the parties to work together to excel and enrich the research and academic environment.

#### **Article-IX: MANPOWER**

- a) Following this agreement both parties will conduct various exchange programs to promote collaboration and interaction.



- iii. On resumption of good relations/normal conditions (if any), the Parties to this MoU shall consult each other and evolve a future course of action for smooth conduct of the business under this MoU.

#### **Article-XV: INDEMNITY CLAUSE**

The parties to this MoU shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all Costs, Expenses, Damages/Losses) arising out of or in connection with this Collaboration due to breach of any provision of this Collaboration by such party or as a result of any act of negligence/omission or commission on part of such party and/or its employees, agents etc.

#### **Article-XVI: DISPUTE RESOLUTION**

In case of any dispute between the parties, the dispute shall be amicably resolved in a meeting of the authorized representatives of the two organizations. However, if such an effort fails, and in event any dispute, difference, question or this MoU arises between the parties hereto or their respective representative or assignees at any time, in connection with construction, meaning, operation, effect, interpretation arising out of the MOU or breach thereof, effort (s) shall be made initially to settle the dispute amicably through mutual discussion within a period of three months, failing which the Courts of Jammu & Kashmir will have jurisdiction to adjudicate upon the matter.

Any dispute arising between either of the two parties and a third party as a result of this MoU shall be subject to the exclusive jurisdiction of the High Court of Jammu, Kashmir and Ladakh or courts at Srinagar.

#### **Article-XVII: AMENDMENT**

Respective obligations of the two parties have been outlined in this MoU. However, there is a possibility that during the operation of this MoU circumstances may arise which may call for alterations or modifications of this MoU. These modifications/alterations will be mutually discussed and agreed

members of faculty, scientists, and students as per the prevailing rules and norms in the respective institutes.

#### **Article-IV: RESEARCH PROJECTS**

- ❖ Interested faculty of **SKIMS** and **University of Kashmir** may initiate joint research projects with/without funding by state or central agencies like UGC/ICMR/DST/DBT/ICSR/Govt. of J&K etc.
- ❖ Both the institutions will encourage research centers/departments of their respective institutions to initiate and conduct collaborative projects and programmes consistent with the other terms and conditions of this agreement.
- ❖ The financial arrangement relating to each collaborative research project will be in accordance with the specific agreement covering each project.

#### **Article-V: ROLE AND RESPONSIBILITIES OF PARTIES**

##### **(a) ROLE & RESPONSIBILITIES OF UNIVERSITY OF KASHMIR**

With a view to achieve the aim and objectives of this MoU, **University of Kashmir** shall carry out the following activities:

- I. Nominate Coordinator for the Program implementation (Referred to as the Programme-in-Charge) who shall be available at the **University of Kashmir**;
- II. Implementation of the collaborative programmes approved by **SKIMS** Srinagar, J&K;
- III. **University of Kashmir** will facilitate the implementation of the Programme in association with **SKIMS** Srinagar, J&K as per this MOU ;
- IV. Monitor and supervise the implementation and evaluation of the programme in association with **SKIMS** Srinagar, J&K as per mutual agreement and convenience;
- V. Issuance of Enrolment Numbers to the students;

upon in writing and shall be effective only if executed by the authorized representatives of each of the two institutions mentioned hereto.

#### **Article-XVIII: WAIVER**

Any law restraining the validity and enforceability of any provision of this Collaboration shall not affect the validity or enforceability of the remaining provisions hereof and this Collaboration shall be deemed as not containing the invalid provisions. The remaining provisions of this Collaboration shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Collaboration. In such as case, the parties to this Collaboration shall attempt to agree on a provision, which is valid and enforceable and similar to the original provision.

#### **Article-XIX: MATTERS NOT PROVIDED IN**

If any doubt or concern arises as to the interpretation of the provisions of this Collaboration or as to matters not provided therein, parties to this Collaboration shall consult each other on each such instance and resolve such doubts/concerns in good faith.

#### **Article-XX: REPRESENTATION & WARRANTIES**

Both the parties hereby represent and warrant to each other that:

- i. They have the power and authority to sign this MoU, perform and comply with its duties and obligations under this MoU.
- ii. This MoU constitutes a set of legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- iii. The execution, delivery and performance of this MoU has been duly authorized by all requisite actions and will not constitute a violation of:
  - a) Any Statue, judgment, order decree or regulation of any court governmental instrumentality or arbitration tribunal applicable relating to itself, its assets or its functions; or
  - b) Any other documents or to the best of its knowledge any indenture contract or MoU to which it is a party or by which it may be bound.
- iv. There are no lawsuits or proceedings pending to the best of knowledge threatened against it before any court, government instrumentality, arbitration tribunal that restrain from performing its duties or obligations under this MoU.



clinics as per feasibility and availability for limited periods as mutually agreed upon:

- ❖ Research Scholars will be allotted a Research Supervisor (Guide) from the parent institute and one or more Co-Supervisor (Co-Guide) from the partnering institute from amongst the permanent faculty members as per the rules of the respective institute for students registered for PG/M.Pharm./M.Phil./Ph.D. programmes at **SKIMS** and/or **University of Kashmir**.
- ❖ The students/scholars can carry out part of their PG/M.Phil./Ph.D. research/project work at **SKIMS** and **University of Kashmir** depending on the nature of their work and other facilities and requirements.
- ❖ Research supervisors and co-supervisors from both the institutions will be the co-authors in any publication or patent resulting from the collaborative work. All the efforts put forth by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication.
- ❖ None of the supervisors/co-supervisors will share the data, register patents or publish the research work carried out under this MoU without the knowledge and prior consent of all the co-authors.

### **Article-III: SHARING OF FACILITIES**

- ❖ Both **SKIMS** and **University of Kashmir** shall allow and make provisions for sharing their respective laboratory and research facilities including software, equipments, databases and other online resources, under the direct supervision of their in-charge faculty, in order to promote academic and research interaction in the respective areas of collaboration.
- ❖ Responsibility for safety of facilities during the exchange will rest on the end-user besides respective head of academic department/section/centre.
- ❖ Both **SKIMS** and **University of Kashmir** shall provide access to the library facilities, including e-resources and other available information services, to

## MEMORANDUM OF UNDERSTANDING (MoU)

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This Memorandum of Understanding (MoU) is signed at **SKIMS**, Soura, Srinagar on **24th day of August, 2021**.

### **By & Between**

**University of Kashmir**, a University created under Kashmir & Jammu University Act 1969 having its principal office at Hazratbal, Srinagar through its authorized signatories, which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors.

### **And**

Sheri-Kashmir Institute of Medical Sciences (hereinafter **SKIMS**, Srinagar), a deemed University and premier medical center that was established in the year 1982. Since then it has developed adequately to cater to almost all medical needs of the people and is located at Soura, Srinagar. It is the largest medical institute under State Legislature Act in Indian Union Territory of Jammu and Kashmir.

**University of Kashmir** and **SKIMS**, Srinagar are hereby referred individually as "**Party**" and jointly as "**Parties**".

In the spirit of collaboration and with mutual interest in cooperation, **SKIMS** and **University of Kashmir** enter into this Memorandum of Understanding (MoU) to promote joint educational and research activities. The Parties have common scientific and research interests and will therefore cooperate in undertaking the activities stated below. The scope of collaboration on academic and research activities to be pursued through this MoU shall *inter alia* include the following:

1. Collaborative programmes in the areas of mutual interest.
2. Mutual sharing of facilities including equipments, library, database etc that are made available for this purpose by both the parties.
3. Exchange of visiting faculty, research scholars and students.
4. Jointly organized symposia, seminars, workshops and conferences.