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# MEMORANDUM OF UNDERSTANDING (MoU)

#### BETWEEN

BANGABANDHU SHEIKH MUJIB MEDICAL UNIVERSITY (BSMMU)

AND

JAGANNATH UNIVERSITY (JnU)

In the spirit of friendship and with mutual interest in cooperation, **Jagannath University (JnU)** and **Bangabandhu Sheikh Mujib Medical University (BSMMU)** enter into this Memorandum of Understanding (MoU) to promote joint research program.

Date: 09/03/2023



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## MEMORANDUM OF UNDERSTANDING (MoU)

The goal is to foster collaboration, provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions.

Both institutes have long history in academia in Bangladesh. Bangabandhu Sheikh Mujib Medical University (BSMMU) is the premier Postgraduate Medical Institution of the country. It bears the heritage to Institute of Postgraduate Medical Research (IPGMR) which was established in December 1965. In the year 1998 the Government converted IPGMR into a Medical University for expanding the facilities for higher medical education and research in the country. It has an enviable reputation for providing high quality postgraduate education in different specialties. The university has strong link with other professional bodies at home and abroad. The university is expanding rapidly and at present, the university has many departments equipped with modern technology for service, teaching and research. Besides education, the university plays the vital role of promoting research activities in various discipline of medicine. Since its inception, the university has also been delivering general and specialized clinical service as a tertiary level healthcare center.

**JAGANNATH UNIVERSITY** as a govt. financed full pledged public university of Bangladesh has a history of about 156 years which started in 1858 when Dhaka Brahma School was founded in 1858. It was transformed into the Jagannath University in 2005 [under the Jagannath University Act. 2005).

Innovation in the field of Science and Technology is one of the prime requirements for achieving the Sustainable Development Goals (SDG) of Bangladesh. Exchange of knowledge and ideas through mutual collaboration is important for the development of indigenous Knowledge and Technology. In order to accomplish excellence in Science and Technology, Jagannath University (JnU) is seeking to improve understanding between their respective academic & research institutions and to establish mutually beneficial collaborations for benefiting their faculties and students, have agreed to sign this Memorandum of Understanding [hereinafter referred to as the "MoU") as a first step toward achieving these shared goals.

**BSMMU** and **JnU** therefore agree to establish a programme for academic cooperation in the areas of mutual interest, and in accordance with terms and conditions set forth in this memorandum of understanding (MoU).



# 1. Scope and Fields of Cooperation's

- (i) The parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources, the following programmes and activities, which may include, but not limited to:
  - (a) Academic and scientific staff exchanges;
  - (b) Exchange of publications, reports, technical, scientific and other academic materials and information;
  - (c) Joint research activities and research publications;
  - (d) Capacity building and laboratory establishment;
  - (e) Joint organization of scientific and technical seminars, symposia, conferences or workshops on topics of mutual interest;
  - (f) Allowing academic personnel, scientists and students of JnU to use the laboratory and training facilities, biological sample at BSMMU under mutual understanding of both the parties to achieving excellence and outstanding results in the relevant research fields;
  - (g) Sharing of other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both parties;
  - (h) Joint supervision of postgraduate, M.Phil and PhD students on advanced research areas;
- (ii) Any other kind of co-operation that will be useful to achieve the joint objectives.
- (iii) It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each party.
- (iv) Waiver of 30% of all tests.

### 2. Publications

- (i) Both parties will cooperate with each other regarding provided scientific documents and manuscripts resulting from joint research.
- (ii) Both parties will give the effort to utilize the scope of joint publications base on mutual agreement and focusing the subject matter.
- (iii) The credit of publication will be equal distribution within both parties of MoU by discussing whenever come out any credential outcome.



## 3. Financial Arrangements

This MoU does not place any financial obligation on either institution. Both parties will be responsible for their respective costs and expenses in establishing and conducting collaborative activities envisaged under good understanding. Neither party shall make a claim against the other party for any expenditure unless such expenditure has been agreed upon in writing between the parties.

## 4. Joint Property

- (i) The Parties agree that any intellectual property rights arising from or in connection with any programme or activity under this MoU, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon in writing.
- (ii) Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this MoU, unless otherwise mutually agreed upon in writing by the parties.
- (iii) Unless otherwise agreed, the parties will jointly own the technological and scientific results obtained from joint research. They undertake to protect and exploit them according to the laws and regulations in both the institutions. In order to permit an easier negotiability of the results obtained, each party undertakes to prevent any claim of right by its personnel or by persons in contact with the institution.
- (iv) There are no rights to publish or hand over any kind of information of resulted through this MoU to the third party without discussion between both parties.
- (v) The benefits from cooperation will be enjoyed by both parties regarding the principle of morality, fairness and trustworthy.

## 5. Confidentiality

The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoU.

#### 6. Management

BSMMU assigns Research Coordinator, and JnU nominates Director, Research, will monitor and execution of MoU. Aforementioned scientists will be responsible for organizing programs and deal with experts to executive co-operational activities of above 1, 2, 3, 4, 5 and evaluation of the progress of the ongoing projects.



### 7. Effectiveness, Duration and Termination

- (i) The implementation of this MoU will be commenced upon signature by respective representatives of the contracting Parties and this arrangement shall continue to be effective for a period of five (5) years.
- (ii) The representatives of the two Parties may discuss the possibility and the terms of renewal of this MoU not less than six (6) months prior to the natural termination of the current MoU. Otherwise, this MoU will be automatically renewed for the next five (5) years and so on.
- (iii) Either Party on the other may terminate this MoU at any time by mutual agreement between the two Parties or by six (6) months prior notice in writing.
- (iv) The provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

#### 8. Notice

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English and delivered personally or sent by registered or certified post via surface mail or by courier or facsimile (which shall be acknowledged by the other Party) to the signatories of this MoU.

#### 9. Miscellaneous

- (i) This MoU may be modified, varied or amended at any time after due consultation and with the written agreement of both parties.
- (ii) This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- (iii) The parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.



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IN WITNESS THEREOF the parties have caused this MoU to be executed by their duly authorized representatives on the date indicated below.

For and on behalf of

Bangabandhu Sheikh Mujib Medical University (BSMMU)

Dr. Swapan Kumar Tapader

Registrar (In- Charge) Bangabandhu Sheikh Mujib Medical University Dhaka-1000, Bangladesh.

Date: 09/03/2023

In the presences of

Bangabandhu Sheikh Mujib Medical University (BSMMU)

Professor Dr. Saif Uddin Ahmed Pro-Vice Chancellor (Administration) Bangabandhu Sheikh Mujib Medical University

**Professor Dr. Md Moniruzzaman Khan** Pro-Vice Chancellor (Research & Development) Bangabandhu Sheikh Mujib Medical University

Date: 09/03/2023

For and on behalf of

Jagannath University (JnU)

Engineer Md. Ohiduzzaman

Registrar Janannath University Dhaka-1100, Bangladesh

Date: 09/03 /2023

In the presences of

Jagannath University (Jnu)

Professor Dr. Parimal Bala

Director (Research)
Janannath University

Ranzan Kumar Das

Advocate

Deputy Registrar (Law) Jagannath University