

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL INSTITUTE OF OCCUPATIONAL HEALTH
AND
RAKSHA SHAKTI UNIVERSITY**

This Memorandum of Understanding (MoU) entered into and executed on 26th September, 2014 between

National Institute of Occupational Health, Indian Council of Medical Research, Meghani Nagar, Ahmedabad-380 016 (herein after referred to as “**NIOH**”, as the context permits)

And

Raksha Shakti University, New Mental Corner, Meghaninagar, Ahmedabad-380016, (herein after referred to as “**RSU**”, as the context permits)

NIOH comes into existence in the year 1966, under the aegis of the Indian Council of Medical Research, New Delhi and its two Regional occupational Health centers (ROHC's) at Bangalore (1977) and Kolkata (1980). The NIOH is a specialized research organization, has been engaged in intensive research.

- To promote the physical and mental health, and safety at work;
- To conduct intensive research in the field of Occupational and environmental health;
- To apply basic research data towards devising new technique(s) to improve worker's health and safety.

The "Raksha Shakti University (RSU) (approved by UGC) is established by the Government of Gujarat in 2009 to prepare the youth for becoming effective and efficient security personnel in forensic science, police science and internal security. The RSU is a unique and first of its kind in India for conducting

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certificate, diploma, graduate, post graduate and PhD level courses in the field of Police science and internal security.

Whereas, both parties viz. NIOH/ROHCs and RSU realize in the current context the necessity of mutual benefit on collaborative research, teaching, training, conducting seminar-workshop and other academic & research activities. Working together is desirable to promote and develop highly trained, professionals and to develop expertise at both the places. Therefore, both the parties are agreeable to enter into an MOU for working and cooperating with one another and using their respective expertise, knowledge and resources.

Article I: Principle of Cooperation

NIOH/ROHCs and RSU agree to develop their academic links especially in the jointly associated fields on academic and research activities under the principles of mutual understanding, common interest and mutually complimentary activities.

1. To promote individual contacts among scholars, students and personnel of both the Institutions, towards developing academic curriculum as per the national priority and needs.
2. To provide opportunities for both staff & students to utilize the expertise and facilities available in both the organizations on academic research activities.
3. To support the exchange of academic, research and training material with the approval of the Director of respective institutes.
4. To encourage any other academic research activities that both the Institutions agreed to be on mutual benefit.

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Article II: Area of Cooperation

1. Once MoU is signed, joint research proposal may be formulated by the faculties, scientists of both the Institutions and executed in collaborative manner.
2. Scientists may be recognized for PhD guide ships and research students may be enrolled for PhD programme. The thesis supervisors will be from NIOH/ROHC's, whereas Co-supervisor may be from RSU or vice-versa. Other Co-supervisor(s) may be taken from any other Institute of the country depending on the requirements.
3. Seminars/workshops/conferences/training programmes on relevant fields may be organized jointly.
4. Students of RSU may work for their thesis/dissertation etc. under the guidance/co-guidance of the scientists at NIOH/ ROHC's and vice-versa.
5. Scientists of NIOH/ROHC's may deliver lectures in areas of their specialization to students of RSU as visiting faculty and vice-versa on days and timings pre arranged on mutual consent.
6. NIOH/ROHC's may provide short term training in the relevant field to the students of RSU in areas of specialization and vice-versa.

Article III: Duration and Termination

1. This MOU is effective as the date of signatures by the Authorities of NIOH and RSU.
2. This MOU is valid from the date of execution by the parties and shall remain in effect for five years, and thereafter can be reviewed and renewed.
3. This MOU may be amended at any time by written mutual consent
4. Either party may terminate this MOU by the provision of written notice of termination not less than 6 months prior to the desired termination date. However, both parties agree that all continuing obligations to students,

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staff, funding bodies or other entities are met in full subsequent to the notice of termination.

5. The termination of MOU shall not affect the right or obligations of either party regarding any binding offer or firm obligation approved and agreed to either party prior to the termination date.
6. In event of any dispute/s arising between the parties hereto, it shall be endeavour of both the parties to first make an attempt to resolve the dispute amicably and mutual discussion and deliberation, failing which the dispute shall be referred to Arbitration. The Arbitration shall be conducted as per provisions of Arbitration and Conciliation Act 1996. The Arbitral Tribunal shall consist of a Sole Arbitrator, to be appointed mutually by both the parties. The venue of Arbitration shall be Ahmedabad. The language of Arbitration shall be in English. The Award of the Tribunal shall be final and binding on both the parties.

Article IV: Duration and Termination of the MoU

1. If any provision of this Memorandum is held by any court or other competent authority to be illegal, void or enforceable in whole or in part, this Memorandum shall continued to be valid as to the other provisions thereof and the remainder of the effected provision.
2. Nothing of this MOU constitutes or to be construed a party as the partner, agent, employee or representative of the other party. A party must not act independently of the other party and does not have the right or power to commit the other party on any matter or incur any obligation on behalf of or pledge the credit of the other party without the prior written approval of the other party.
3. The parties agreed to comply with all laws applicable with the jurisdiction of the signatories below:
4. Data generated through such collaborative research will be published in scientific journals jointly.



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IN WITNESS Whereof the parties hereto have executed this MOU or caused it to be executed in their names and on their behalf by their duly authorized representatives on the date set forth.



Dr. Sunil Kumar
Director-in-Charge
National Institute of
Occupational Health (ICMR),
Meghani Nagar, Ahmedabad

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O.P. Mathur
Director General,
Raksha Shakti University,
Meghani Nagar,
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