

## MAHARSHI DAYANAND UNIVERSITY ROHTAK

(A State University established Haryana Act No. XXV of 1975) 'A+' Grade University Accredited by NAAC

### ACADEMIC BRANCH

Endst.No.AC-VI/23/MoU/17519 - 83

Dated: 17 08 12623

A copy of the Executive Council's Resolution No. 53 (22) made in its meeting held on 20.07.2023 alongwith the signed MoU with Forensic Science Laboratory, New Delhi is forwarded to the following for information and necessary action:

2. All the Heads/Directors of the University Teaching Departments/Institutes, M.D.University,

3. The Incharge (MDU-CPAS), Gurugram.

4. The Controller of Examination, M.D.University, Rohtak.

- 5. The Director (UCC), M.D.University, Rohtak for uploading the same on the University Website.
- 6. The Director, Public Relations, M.D.University, Rohtak.

7. The Finance Officer, M.D.University, Rohtak. 8. The Dy. Registrar/Assistant Registrar/Incharge (R&S/Colleges/Result-I/II/III/IV/Conduct/

9. The O.S.D/P.A. to Vice-Chancellor/DAA/Registrar for information of the Vice-Chancellor/DAA / Registrar, M.D.Univeristy, Rohtak.

Superintendent (Academic)

# MAHARSHI DAYANAND UNIVERSITY ROHTAK

Copy of extract of Reso. No. <u>\$3(22)</u> of Executive Council's meeting held on <u>\$6/7/73</u>

(22) To note the renewal of Memorandum of Understanding (MoU) signed between Forensic Science Laboratory, New Delhi and M.D.University, Rohtak for a period of three years w.e.f. 22.03.2023.

An MoU was signed with Forensic Science Laboratory, New Delhi on 24.04.2019 for a period of three years for academic collaboration between both the parties. With the consent of both the parties, the MoU between M.D.University, Rohak and Forensic Science Laboratory, New Delhi was renewed on 22.03.2023 for a period of 3 years.

The Vice-Chancellor ordered to apprise the Academic Council about the same.

The Academic Council vide Reso. No. 54 in its meeting held on 15.07.2023considered the above and passed the following resolution:

RESOLVED TO NOTE THE ACTION TAKEN BY THE VICE-CHANCELLOR IN APPROVING RENEWAL OF THE MoU AND RECOMMENDED FOR PLACING BEFORE THE EXECUTIVE COUNCIL FOR CONSIDERATION AND APPROVAL.

The Executive Council considered the recommendations of the Academic Council and approved the same by passing the following resolution:

RESOLVED THAT THE RECOMMENDATIONS OF THE ACADEMIC COUNCIL AS ABOVE BE APPROVED.

[ACTION BY AR(ACAD.)]

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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 34th day of April Two Thousand Nineteen (24/<u>04</u>/2019),

**BETWEEN** 

Maharshi Dayanand University Rohtak, the First Party represented herein by its Registrar (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

#### **AND**

Forensic Science Laboratory, Govt. of NCT of Delhi, Delhi, the Second Party, and represented herein by it's the Director, Forensic Science Laboratory, Delhi, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - inoffice, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

#### **WHEREAS**

First Party is a Higher Educational Institution named: Maharshi Dayanand <sup>!</sup> A) **University Rohtak** 

First Party & Second Party believe that collaboration and co-operation (B) between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

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- The Parties intent to cooperate and focus their efforts on cooperation within area of Scientific Training and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- Forensic Science Laboratory, Delhi, the Second Party is engaged in Forensic case work and Research & Development work in various fields of Forensic Science.
- F) Forensic Science Laboratory, Delhi, the Second Party is a Government scientific laboratory incorporated under the provisions of Home Department of Govt. of NCT, Delhi.
- G) This laboratory is located at Madhuban Chok, Near Rohini Court, Bhagawan Mahavir Marg, Sector 14, Rohini, Delhi, 110085.

## NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS

#### **CLAUSE 1: CO-OPERATION**

- Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

### CLAUSE 2: SCOPE OF THE MOU

- Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge enabling them to play a key role in technological up-gradation, innovation and competitiveness in Forensic Science. The scopes of the collaboration in the MOU include Teaching & Training, Research collaboration, Exchange of Research Materials, Publications, Library, Scientific equipments, Softwares and Guldance and co-guidance facility for research students.
- 2.1.2 The scientists of Forensic Science Laboratory, Home Department, Govt. of NCT of Delhi will provide short-term attachment/ training to the teachers and students of Maharshi Dayanand University, Rohtak, Haryana, in their areas of specialization on request from the M.D. University. Rohtak.

and students or Manarshi Dayandria Chief Students of North Students of Specialization on request from the M.D. University Rohtak.

- 2.1.3 When needed, the students entering into 4<sup>th</sup> semester of the course be attached to Forensic Science Laboratory, Home Department, Govt. of NCT of Delhi for dissertation/ Project work under the co-supervision of eligible scientific officials.
- 2.1.4 One day Visit and Attachments of M.Sc. students of M.D. University, Rohtak be allowed at Forensic Science Laboratory, Home Department, Govt. of NCT of Delhi.
- 2.1.5 University may appoint the co-supervisor/s from amongst the scientists of FSL, if they are otherwise deemed eligible in the academic as per PhD ordinances of MDU.

Further such PhD co-supervisor have to be permanent scientist of FSL Delhi, who is not below the rank of Senior Scientific Officer having Ph.D. degree and at least three (3) years of analytical/research experience in the relevant/related field of expertise.

2.1.6 Both parties agree to enter into the joint research activities; however, the expenditure recurring for consumption of chemicals has to be borne by the research scholar of either party.

2.1.7 Eligible scientists of FSL may also be associated in the Department Research Committee (DRC) and other academic activities of the department as special invitee/s as per university rules.

#### 2.2 Exchange/ Deputation of Staff:

2.2.1 Both Institutions shall encourage lectures from scientists and teachers of other institution in the areas of cooperation. Invited/visiting scientists and teachers from either Institution shall be paid honorarium by the host institutions for the lecture/s delivered as per rules/at mutually agreed rates by the host institution with free accommodation.

**Note:** It should be appropriate enough if the services of expert/s of Forensic Science Laboratory, Home Department, Govt. of NCT of Delhi, may be utilized only on Saturday /Holiday due to their nature of work and responsibilities towards assigned duties.

2.2.2 The local travel and local hospitality expenditures shall be born by the inviting party.

### 2.3 Joint Conference/ Workshop/Seminar and other courses:

2.3.1 Both Institutes agree to hold/ conduct, whenever, feasible, joint workshops/ conferences/seminars and other training courses within the Areas of Cooperation.

2.3.2 The host Institution shall provide free accommodation to the participating members for such visits, wherever feasible.

2.4 Ph.D. Registration:

2.4.1 Forensic Science Laboratory, Home Department, Govt. of NCT of Delhi scientist having their Master Degree in relevant/related subject with five (5) years working experience of FSL in relevant/related field will be considered eligible for Ph.D. registration as per university norms.

2.4.2 One supernumerary seat for Ph.D. registration would be created by the MDU and be kept reserved for the eligible officer/officials of FSL, Delhi.

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## AUSE 3: INTELLECTUAL PROPERTY RIGHTS:

3.1 Any joint research undertaken as a part of this agreement, if found patentable, the same may be patented with equal share between both the parties. The benefits of commercial use of IPR generated shall also be

3.2 The journal publication charges (if any) be borne equally by the authors

## CLAUSE 4: CO-ORDINATION & MONITORING COMMITTEE

- 4.1 Following will constitute the coordination & monitoring committee to coordinate and monitor the collaborative programme between the two
  - a. Vice-Chancellor, Maharshi Dayanand University, Rohtak or his/her
  - b. Director, Forensic Science Laboratory, Home Department, Govt. of NCT of Delhi or his/her nominee.
  - c. Head, Department of Genetics/Forensic Science, Maharshi Dayanand University, Rohtak or his/her nominee.

d. Director Research, Maharshi Dayanand University, Rohtak.

- e. Deputy Director, Forensic Science Laboratory, Home Department, Govt. of NCT of Delhi,
- Training Manager, Forensic Science Laboratory, Home Department, Govt. of NCT of Delhi.
- 4.2 The Co-ordination & Monitoring Committee shall:

a. Review the progress of the identified programmes at least once in a year.

b. Consider the new R&D proposals for joint collaboration and implementation on case to case basis including IPR and financial arrangement.

c. Consider the continuance of the MOU

#### **CLAUSE 5: MOU VALIDITY**

This MOU will initially be valid for a period of three (3) years extendable further for another term with mutual consent. However, it will be reviewed on yearly basis.

The MOU may be terminated with three (3) months notice from either side. Provided the ongoing projects will be allowed to be completed by

both the parties despite termination of the MOU.

### CLAUSE 6: RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party and Second Party are acting 6.1 under this MOU as independent entities. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority

under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

In the event of any dispute or difference in opinion between the parties, the parties shall attempt for an amicable solution, based on good faith and good-will criteria. In case the Parties fail to arrive at amicable solution, all disputes arising out of or in connection with the present MOU shall be finally settled through arbitration of sole arbitrator in terms of the Arbitration and Conciliation Act, 1996. The place of the arbitration shall be at Rohtak. This undertaking is to be construed in accordance with all applicable Indian Laws with exclusive jurisdiction in the Courts of Rohtak.

In witness where the two parties have signed this Memorandum of Understanding by the hand of Registrar on behalf of M.D. University, Rohtak and by the hand of Director on behalf of Forensic Science Laboratory, Govt. of NCT of Delhi in the esteemed presence of Hon'ble Vice-Chancellor, M.D. University Rohtak on date, month and year referred to above.

**AGREED** 

6.2

For - Maharshi Dayanand University Rohtak

For -Forensic Science Laboratory, Delhi

**Authorized Signatory** 

Maharshi Dayanand University Rohtak

Delhi Road, Rohtak-124001, Haryana

01262-274640 (Tele Fax) registrar@mdurohtak.ac.in

www.mdu.ac.in

Forensic Science Laboratory, Delhi

Madhuban Chok, Near Rohini Court, Bhagawan Mahavir Marg, Sector 14. Rohini, Delhi, 110085 011-27555811 & FAX-011-27555890

> forensicdelhi@gmail.com sfldelhi@gov.in www.delhi.gov.in

Witness 2: (PEOP. JP yadau)

DR. DAGDEET SINGH SSOCDOLD, FSL GNCT OF DELMI ROMINI

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- Convener

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MINUTES OF THE MEETING OF THE COMMITTEE CONSTITUTED BY THE VICE-CHANCELLOR HELD ON 09.09.2022 AT 11.00 AM IN THE COMMITTEE ROOM, ADJACENT TO REGISTRAR'S OFFICE, M.D.UNIVERSITY, ROHTAK TO REVIEW THE MOU BETWEEN MDU, ROHTAK AND FORENSIC SCIENCE LABORATORY, NEW DELHI.

Following were present:-

- 1. Dean Academic Affairs
- 2. Dean, Faculty of Life Sciences
- 3.1.00, Genetics
- 4. HoD, Forensic Science
- 5. Director, Research
- 6. Director, IQAC

The Committee considered the recommendations received from the Dean, Faculty of Inter-disciplinary, Head Dept. of Forensic Science and the minutes of the meeting of the Committee held on 19.07.2022 in the o/o Head, Department of Genetics for extension of MoU between M.D.U, Rohtak and Forensic Science Laboratory, New Delhi. The Committee noted that the existing MoU with Forensic Science Laboratory, New Delhi has expired on 24.04.2022 as per Clause (5) MoU, which provides as under:-

- (i) This MoU will initially be valid for a period of three (3) years extendable further for another term with mutual consent. However, it will be reviewed on yearly basis.
- (ii) The MoU may be terminated with three (3) months notice from either side. Provided the ongoing projects will be allowed to be completed be both the parties despite termination of the MoU.

In view of the above the Committee recommends as under:-

#### RECOMMENDATIONS:

The Committee recommends that MoU with Forensic Science Laboratory, New Delhi may be renewed for one more term for a period of 3 years. The consent of the 2<sup>nd</sup> party i.e. Forensic Science Laboratory, New Delhi may be obtained in the matter.

(Nov Rattan Sharma)

(Meenakshi Vashisht)

(Rajvinder Singh)

(Narasirahan B:)

(Rajesh Dhankhar)

(Anil Chhillar)

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#### FORENSIC SCIENCE LABORATORY

GOVT. OF NCT OF DELHI MADHUBAN CHOWK, SECTOR-14, ROHINI, DELHI-110085 Tel: 011-27555811, Fax: 011-27555890

HRD/QC DIVISION

No.F.10(27)/FSL/NABL/107/92/QM/FSL

Dated: 22 93 2023

To

Head, Department of Forensic Science, Maharshi Dayanand University, Rohtak.

#### Regarding Extention of MoU between M.D.University Rohtak and FSL Delhi. Sub:

It is well known that the forensic fraternity of M.D. University, Rohtak and FSL Delhi has benefitted through the Memorandum of Understanding (MoU) for the past three years.

In this regard, a meeting was held on 19.07.2022 in the Office of Head, Department of Genetics, M.D. University, Rohtak to discuss the Functionality and Extension of MoU. A need was felt to extend the MoU for the benefit of both parties.

It is matter of pleasure that the competent authority has recommended the extension of Memorandum of Understanding (MoU) between M.D. University Rohtak (1<sup>st</sup> Party) and FSL Delhí (2<sup>nd</sup> Party) as per prevailing conditions mentioned in the MoU document, in this regard, FSL Delhi acknowledge the same.

This issues with prior approval of the competent authority.

FSL:DELHI

Copy to:

- 1. PS to Director(For Information Please)
- 2. DD/QM