

# MAHARSHI DAYANAND UNIVERSITY ROHTAK

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

### **NOTIFICATION**

In is notified for information of all concerned that on the recommendations of the Committee meeting held on 09.09.2022 and the consent of the Forensic Science Laboratory, New Delhi vide letter dated 22.03.2023, the MoU between M.D.University, Rohtak and Forensic Science Laboratory, New Delhi has been renewed for one more term for a period of 3 years w.e.f. 22.03.2023 on the existing terms and conditions mentioned in the MoU signed on 24.04.2019 (copy enclosed).

REGISTRAR

Endst.No.AC-VI/MoU/23/ 0729 - 108 19 Dated 19 6 2023

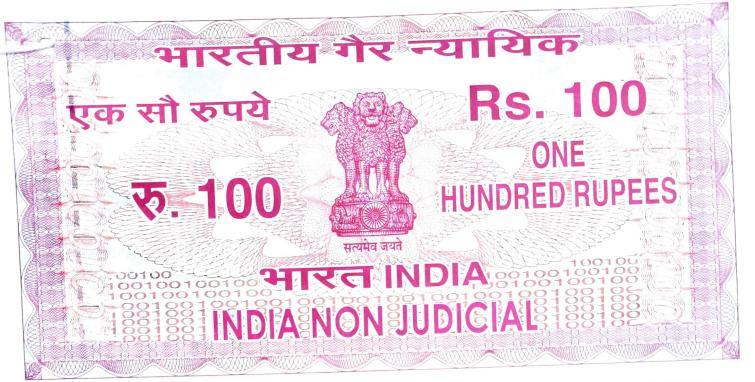
Copy of the above alongwith a copy of the MoU is forwarded to the following for information and necessary action:-

- 1. All the Deans/Directors/Heads of the Faculties/ Departments/ Institutes/ Centres,
- 2. The Training Manager, Forensic Science Laboratory, New Delhi.
- 3. Director (Research), M.D.University, Rohtak.
- 4. Director (IQAC), M.D.University, Rohtak.
- 5. Finance Officer, M.D.University, Rohtak.
- 6. Director, University Computer Centre, M.D.University, Rohtak with the request to upload the same on the University website.
- 7. All the Branch Officers/Controlling Officers, M.D.University, Rohtak.
- 8. The Director, Public Relations, M.D.University, Rohtak.
- 9. P.A. to Vice-Chancellor/Dean Academic Affair/Registrar, M.D.University, Rohtak.

Encl: As above.

Superintendent (Academic)

for Registrar



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# **MEMORANDUM OF UNDERSTANDING**

#### **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 – in-office, administrators and assigns).

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

#### **WHEREAS**

A) First Party is a Higher Educational Institution named: Maharshi Dayanand University Rohtak

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

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- C) 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.
- E) 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**

- 1.1 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.
- 1.2 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**

- 2.1 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 Guidance 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.

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- 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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#### **CLAUSE 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 equally shareable.
- 3.2 The journal publication charges (if any) be borne equally by the authors belonging to both the parties.

#### **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 institutions:
  - a. Vice-Chancellor, Maharshi Dayanand University, Rohtak or his/her nominee.
  - 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.
- f. 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**

- 5.1 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.
- 5.2 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**

6.1 It is expressly agreed that **First Party** and Second **Party** are acting 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

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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, 6.2 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**

For - Maharshi Dayanand University Rohtak

For -Forensic Science Laboratory, Delhi

Authorized Signatory

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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: (Psof. J.P. Yadau)

Dept of Grendice

M. D. Univ., Rovide

Witness 2: 24/4/19

DR. DAGDEET SINGH

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