Memorandum of Agreement (MOA)

Whereas the Government of India, Ministry of Health &Family Welfare, Department of Health Research has formulated a scheme for strengthening the Government Medical Colleges/Research Institutions by providing one time grant for the establishment of Multi-Disciplinary Research Units (herein referred to as MRU for promoting medical/health research in the country under the initiative of development of infrastructure for health research. during the 12th Plan period;

Whereas the details of the of the scheme have been already communicated to State Health Departments and they have expressed their willingness to establish MRUs in selected medical colleges with the financial assistance of Department of Health research, Ministry of Health and family welfare Govt. of India

Now therefore,

This Agreement is made at \_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_\_\_\_ Day of \_\_\_\_\_ 2013

BETWEEN

The Government of \_\_\_\_\_\_\_\_\_, Department of \_\_\_\_\_\_\_\_\_\_\_(name of the State Government & the Department) (herein referred to as the SG) and the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of State Medical College/Institute) \_\_\_\_\_\_ having its premises at \_\_\_\_\_\_\_\_\_\_ in the State of \_\_\_\_\_\_\_\_, (hereinafter referred to as SMC) through their authorized signatories \_\_\_\_\_\_\_ which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors.

AND

Department of Health Research, Ministry of Health & Family Welfare, Govt. of India with office at Nirman Bhawan, New Delhi-110011 (hereinafter referred to as DHR) through its authorized signatory \_\_\_\_\_\_ which expression unless repugnant to the context or the meaning hereof shall include its permitted assigns and successors, which will lay the foundation for cooperation and joint action to support the development of Medical Research and training in such areas as may be identified and agreed to mutually from time to time and act as precursor towards that goal of convergence between institutions of higher learning in the country and agree as under:

1. COMMON OBJECTIVES & GOALS
	* Encourage and strengthen an environment of research in medical colleges.
	* Bridge the gap in the infrastructure which is inhibiting health research in the Medical Colleges by assisting them to establish multidisciplinary research facilities with a view to improving the health research and health services.
	* To ensure the geographical spread of health research infrastructure, in order to cover un-served and under-served Medical Colleges and other institutions.

* + To improve the overall health status of the population by creating evidence based application of diagnostic procedures/processes/methods.
1. STRATEGIES
2. To assist in the development of infrastructure in the SMC by establishing MRU
3. To assist the SMC in the running of the MRU for an initial period of five years.

4. OBLIGATION OF SG/SMC

With a view to achieving the objectives set forth in the preceding para, the SG/SMC agrees to discharge the following responsibilities:

To provide space of mutually agreed dimensions ranging between 2500-4000 Sq. Ft.,(approx 300 sq. mtr) free of cost, in the premises of the SMC for the establishment of the MRU.

To implement the scheme as per the guidelines provided by the DHR..

To constitute Local Research Committee,which would identify the research priorities and projects in consultation with the DHR.

To run the MRU after the expiry of a period of 5 years from the date of commencement of this MOA with all the associated responsibilities with respect of all financial, scientific and management of staff.

To maintain separate account for the funds received from the DHR under the scheme. To submit the Utilization Certificate in the prescribed format as per the General Financial Rules for the funds received under the scheme, including the interest

earned thereon.

To have the accounts for the funds provided under the scheme audited as per the provisions of the statutory audit applicable to the concerned Medical College under the State Government policy.

Constitute Committees and regularly monitor the project implementation.

4. OBLIGATION OF DHR

With a view to achieving the objectives set forth in the preceding para, the DHR agrees to discharge the following responsibilities:

 To provide a onetime grant not exceeding Rs 5.25 crores to the SMC comprising Rs.25 lakhs for civil works for modification/renovation and Rs.5.00 crores for the procurement and installation of the equipment as described in Appendix -1 to this MOA needed for the establishment of the MRU in the SMC.

To provide financial assistance to the SMC19.23 lakhs per annum to meet the cost on engaging the services of technical manpower on contractual basis (on consolidated remuneration) and Rs.15 lakhs per annum towards consumables/training/contingencies for the running of the MRU for a period of 5 years from the commencement of this MOA, as per details described in Appendix- II to this MOA.

To have the scheme implemented with the technical support of Indian Council of Medical Research (ICMR) through appropriate expert committees for regular review and monitoring of the scheme.

Constitute committees for screening, evaluation, approval and monitoring of schemes.

5. QUALITY ASSURANCE

DHR in collaboration with the SMC shall regularly monitor the implementation of the activities undertaken and the output under this MOA.

6. FURTHER ACTS & ASSURANCE

All the parties agree to execute and deliver all such instruments and to perform all such further acts as shall be necessary and required to carry out the provisions of this MOA and to consummate the transactions contemplated hereby including, but not limited to

The administrative control of the MRU and the ownership of its scientific output

The rules applicable to the personnel belonging to SMC and other technical personnel working in the MRU.

1. AMENDMENTS TO THE AGREEMENT

The obligations of DHR and SMC have been outlined in this MOA. However, during the operation of the MOA circumstances may arise which may call for alternations or modifications of this agreement. These alterations shall be mutually discussed and agreed upon in writing

No amendment or change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set forth in writing and executed by the respective duly authorized representatives of each of the parties hereto.

8. VALIDITY & TERMINATION

This MOA shall come into effect upon signature of both the parties on the date set forth below and shall be in force for five years. It may be extended further in its present form or with modifications as may be agreed upon through mutual consent. This MOA can be terminated at any time during or after the period of five years through mutual consent on three months’ notice in writing from either side.

9. INTERPRETATION/MATTERS NOT PROVIDED HEREIN

If any doubt arises as to the interpretation of the provisions of this agreement or as to matters not provided therein, parties to this agreement shall consult with each other for each instance and resolve such doubts in good faith.

**For & on behalf of the Government of India, Ministry of Health & Family Welfare, Department of Health Research New Delhi**

**Authorized Signatory,**

**DHR, New Delhi**

**Date:**

**Place: New Delhi, India**

**For and on behalf of the State Government**

**Authorized Signatory**

**Place**

**Dated:**

**For and on behalf of the State Medical College\_\_\_\_\_\_\_**

**Authorized Signatory,**

**Place:**

**Date:**