

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:

2. 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.

3. STRATEGIES

- To assist in the development of infrastructure in the **SMC** by establishing **MRU**
- 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 **SMC** 19.23 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**.

7. 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: