

MEMORANDUM OF AGREEMENT (MOA)

Whereas the Government of India, Ministry of Health & Family Welfare, Department of Health Research has formulated a scheme regarding “**Establishment of a network of Laboratories for Managing Epidemics and Natural Calamities**” for implementation during the 12th Plan period; and

whereas under the aforesaid scheme, it has been decided to set up 3-tier labs namely the Regional Labs, State level labs and Medical College labs for research cum action for timely identification of viruses and other agents causing significant morbidity at public health level and specifically agents causing epidemics and/or potential agents for bioterrorism; research for their better management and prevention and

whereas the details of the scheme have been already communicated to State Health Departments and they have expressed their willingness to establish State level/Medical College level labs 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) through its authorized signatory _____

AND

Department of Health Research, Ministry of Health & Family Welfare, Govt. of India (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.

Whereas the above mentioned parties having signed the Memorandum of Agreement (hereinafter referred to a **MoA**), which will lay the foundation for cooperation and joint action as follows:

1. COMMON OBJECTIVES

- Create infrastructure for timely identification of viruses and other agents causing significant morbidity at public health level and specifically agents causing epidemics and/or potential agents for bioterrorism.
- Develop capacity for the identification of novel and unknown viruses and other organisms & emerging-reemerging viral strains and develop diagnostic kits
- Provide training to health professionals.

- Undertake research for the identification of emerging and newer genetically active/ modified agents.

2. STRATEGIES

- i. Establish a network of Viral Research & Diagnostic Laboratories (VRDLs) during the 12th Plan, with associated research program for generating important evidence for quick and effective interventions for various viral infections endemic to the country.
- ii. Supplement the activities of the Integrated Disease Surveillance Project (IDSP), coordinated by NCDC, Delhi by carrying out research and development on important viruses.
- iii. Develop infrastructure and expertise for diagnosis of viruses with potential to cause outbreaks and/or which are responsible for significant disease burden.
- iv. To develop expertise for diagnosis of specific viruses circulating in their geographic area.

3. OBLIGATIONS OF THE DEPARTMENT OF HEALTH RESEARCH (DHR)

- a) Provide requisite funds in accordance with the approved parameters of the scheme for the establishment of VRDLs.
- b) Exercise overall managerial role for monitoring the project.

4. OBLIGATION OF THE STATE GOVT (SG)

The **SG** agrees to discharge the following responsibilities:

- Allocate a building/space of about. 250-300 sqmt for State Level Lab and approx.. 200-300 sqmtr for Medical College Level Lab), free of cost, in its existing premises for the establishment of the VRDL in consultation with the ICMR.
- Depute a mutually agreed number of its personnel to work in the **VRDL**.
- Depute personnel (including those belonging to the State Health Service) to undergo training/attend workshops at the **VRDL**.
- Share expenditure on the establishment of labs at the State level and at the Medical Colleges between the Central Government and State Governments in the ratio of 75:25 (90:10 in respect of North-Eastern, Hilly States, including Sikkim and J&K).
- Follow the provisions of General Financial Rules for procurement of equipment, audit, review etc in respect of the funds provided under the scheme.
- Furnish the Utilization Certificate to the ICMR as per the provisions of GFRs for the funds provided under the scheme.
- The concerned State Governments will take over the recurring expenditure liability after the period of five years.

5. FURTHER ACTS & ASSURANCE

The above parties agree to execute and deliver all acts as shall be necessary and required to carry out the provisions of this **MoA**.

6. AMENDMENT TO THE AGREEMENT

- The obligations of DHR and State Government 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 will 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 representative of each of the parties hereto.

7. VALIDITY & TERMINATION

This MOA shall come into effect upon signature of all the parties on the date set forth below and will 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 after the initial project period of five years through mutual consent on three months’ notice in writing from either side.

8. 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.

Signed on this day.....of

<p>1. For and on behalf of the State Government</p> <p>Authorized Signatory Place Dated: Witness:.....</p>	<p>1. For & on behalf of the Government of India, Ministry of Health & Family Welfare, Department of Health Research, New Delhi</p> <p>Authorized Signatory, Place Dated:</p>
---	--