



महाराष्ट्र MAHARASHTRA

2024

28AB 504477

दस्तावेज प्रकार

दस्त नोंदणी करणार आहत का ?

MOU

100x5

नोंदणी होणार असल्यास दु. निबंधक कार्यालयाचे नाव

पिळकतीचे वर्णन

मोबदला रक्कम

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता

Director

ICMR

Delhi

दुसऱ्या पक्षकाराचे नाव व पत्ता

NIV

हस्त लेखणीचे नाव व पत्ता

Rahul

Jyotirup

मुद्रांक शुल्क रक्कम

मुद्रांक विक्री नोंदणी अनुक्रमांक

30349

दिनांक

14/11/24

मुद्रांक विकत घेणाऱ्याची सही

परवानाधारक / मुद्रांक विक्रेत्याची सही

श्री. रामकुमार वैद्यनाथ आसवरी

पत्रांक क्र. 2201200

ऑफ लेट, लखनौ, एच-20

MEMORANDUM OF UNDERSTANDING



CL.1 THE MOU

CL.1.1 This MEMORANDUM OF UNDERSTANDING (MoU) is entered into on this ____ day of September in the year 2024 at Dehradun, by and between the following parties:

CL.1.2 ICMR-National Institute of Virology (ICMR-NIV), Pune, Maharashtra, India through Director, ICMR-NIV North Zone, Jammu which expression shall mean and include its successors in interest and assigns of the first part (hereinafter referred to as ICMR-NIV) AND Himalayan Institute of Medical Sciences (HIMS), a constituent college of Swami Rama Himalayan University (SRHU), Swami Ram Nagar, P.O. Jolly Grant, Dehradun (hereinafter referred to as HIMS).

NSheer

AICD-ecm

CL.2 PREAMBLE

CL.2.1 General:

The Government of India's Department of Health Research, through the Indian Council of Medical Research, New Delhi, as the parent organization of the ICMR-NIV, has decided to establish four zonal ICMR-NIVs, under the PM-ABHIM scheme. The World Bank is supporting through an implementation plan, operational manual and appraisal documents as per the Transforming India's Public Health Systems for Pandemic Preparedness (PHSPP) for achieving the disbursement linked indicators (DLIs); of which one is designated for North Zone, India and will be established in the Jagti, Nagrota - 181221 in Jammu.

The HIMs, a constituent college of SRHU Dehradun is a premier private university located in the state of Uttarakhand. There is a need for a close linkage between the two organizations, especially between the ICMR-NIV North Zone, Jammu and HIMs Dehradun, who share the common interests of disseminating the services of scientific/academic activities like collaborative research, training and extending facilities to the benefit of public health and society in general, herewith sign this MoU on the following broad understanding. This MoU will help both partners in building their capacities in different aspects of virology such as diagnosis, research, outbreak investigations, developing collaborative research proposals and participating in trainings and workshops, etc.

CL.2.2 ICMR-NIV, Pune

The ICMR-NIV has a cadre of scientists who have enough capabilities to conduct applied and field-oriented operational research in virology and also other pathogens of Public Health importance with a focus on developing new diagnostic and prevention tools, conducting epidemiological research, biosafety biosecurity, bioinformatics etc. It has all the necessary setup at ICMR-NIV Pune, whereas the institute "ICMR-NIV, North Zone" at Jammu is in the process of establishing a well-equipped unit. The Institute possesses the expertise and long experience in basic and applied research in virology and public health.

CL.2.3 HIMs is a premiere institute which provides quality education and deliver healthcare services to the people of this region. This institution is located 25 km southeast of Dehradun city near Jolly Grant Airport in Uttarakhand.

It is the first medical college in the state of Uttarakhand, and the first to introduce Ph.D. program in medical sciences in the state. HIMs has a 1200-bedded Himalayan Hospital – the largest super-specialty postgraduate teaching hospital in the state covering all specialties and super-specialties, which gives the students ample opportunities to learn clinical medicine. All its departments are equipped with the latest state-of-the-art equipment/ machines and all our labs are NABL accredited.

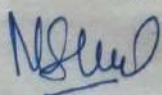
Apart from MBBS, HIMs runs Postgraduate (M.D., M.S., Diploma and Certificate) programs duly recognized by MCI/NMC in all clinical, pre-clinical and para-clinical branches in addition to Postdoctoral/ Ph.D. and fellowship programs.

CL.3 Purpose/Objective

The objective of this MoU is technical collaboration to inculcate and nurture common areas of interest including supporting and improving outbreak investigation and response, diagnosis and testing support, disease and outbreak surveillance, research collaborations, other public health activities and also academic activities between the ICMR-NIV North Zone, Jammu governed by the ICMR-NIV, Pune and HIMs Dehradun to benefit both organizations.

CL.4 Principle of Cooperation

ICMR-NIV, Pune through ICR-NIV North Zone-Jammu and HIMs Dehradun agree to develop local capacities for outbreak response and research linkages, especially in the fields of virology, microbiology, medical science, health care, basic life sciences, public



health and social sciences under the principles of mutual understanding, common interest and mutual complementary other activities:

CL.4.1 Jointly collaborate for the public health emergency of infectious diseases such as outbreaks, epidemics and pandemics for diagnostic and surveillance as per the needs of the zone.

CL.4.2 Jointly collaborate for the implementation of the One Health-related action and research.

CL.4.3 Promote institutional contacts among scholars and personnel of both institutions.

CL.4.4 Provide opportunities to faculty, staff and students to make optimal use of the expertise and facilities available in both organizations through training of faculty/students/staff and exchange of thought and ideas by brainstorming sessions/seminars/workshops and meetings etc.

CL.4.5 Work jointly for common research interests at sub-national, and national levels by preparation of proposals and implementation as per agreed-upon health and research priorities.

CL.4.6 Support exchange of collaborative research, diagnostic and training material.

CL.4.7 Share experiences, expertise and best practices concerning research administration and management.

CL.4.8 Encourage any other activities that both institutions agree upon for mutual benefit.

CL.5 Scope of Cooperation

Within the framework of the fields of common interest, both institutions will abide by the following general principles of consideration:

CL.5.1 Joint outbreak investigation: ICMR-NIV, Pune through the ICMR-NIV North Zone at Jammu and the HIMS Dehradun will work together in providing diagnosis and testing support, conducting outbreak investigations for human and zoonotic diseases, and collecting, shipping and testing samples for further processing and storage. HIMS Dehradun will monitor and track the local disease situation and inform the ICMR-NIV about any possible outbreaks suspected of viral origin. The SOPs for joint investigation will be developed to investigate the outbreaks and publish the findings in a way agreeable to both parties.

CL.5.2 Joint research projects: The two parties will explore opportunities for undertaking joint research projects, which may be funded by any of the national funding agencies like CSIR, ICMR, DBT, DST, and also external funding agencies. Both parties will work in areas of mutual interest, thereby mutually using leading research facilities developed in ICMR-NIV, and Himalayan Institute of Medical Sciences, Swami Rama Himalayan University, Dehradun (HIMS-Dehradun). Data generated through collaborative research will be reported to stakeholders and experts required to review, take action and guide on research needs and priorities, published in peer-reviewed journals jointly by the scientists/research scholars/students of both institutions following guidelines for publications of both the institutions.

CL.5.3 The scientists of ICMR-NIV, and HIMS Dehradun may participate in the teaching/training program of each other's institution in areas of health care, especially about **diagnosis, clinical, epidemiology, surveillance, investigation, biosafety, biosecurity, bioinformatics, biomedical, environmental, Public health sciences** and other areas of mutual interest and subject.

CL.5.4 ICMR-NIV and HIMS Dehradun will conduct lectures, conferences, symposia, workshops and training on various aspects of virology and the faculty/research scholars/students nominated by the appropriate authority will participate in the training.

CL.5.5 Joint academic activities:

NSU

- 3 -

AU-ICMR

CL.5.5.2 Student exchange programs: Two parties agree to participate in the student exchange program at their respective institution regarding relevant research areas for prioritized health conditions. Visits under such a program may be for a short duration. A detailed proposal document on this needs to be approved by both parties including the financial implications.

CL.6 Modalities of Cooperation/Funding Arrangements: The institutes will collaborate for the disease and/or outbreak surveillance, control, prevention and management of infectious diseases of public health concern. Both parties will approach the government at state and divisional levels including its health departments. They will also work closely with other funding agencies and industries to fund the various initiatives envisaged under this MoU.

A 'Nodal Officer' may be designated by either side to coordinate and function as per the modalities of the MoU. It is further agreed that the Principal HIMS Dehradun and the Director, ICMR-NIV or through their delegation to the officer in charge of Zonal NIV. This will be done through periodic meetings to monitor the progress of this MOU. Any change/modification/termination as introduced/suggested by the Review Committee (comprising of directors/Principal of both institutes) will be binding on both organizations.

Ownership issues and responsibilities will be carefully drafted during each research project design. In research collaboration, the parties agreeing shall ensure the appropriate IPR protection of each other on IPRs generated through activities arising out of cooperation. The concerned parties should apply as Co-applicants for the protection of IPRs of each other. The grant of IPRs will be sought and jointly owned by both parties in case research results are obtained through joint activities. Concerned parties will not assign any rights or obligations to any third party without the consent of the other Party.

Commercialization, if any, out of the MoU shall be as per the ICMR's revenue-sharing guidelines.

Both parties will honor the confidentiality of each other and no party, their employees or affiliates will disclose the confidential information to a third party. No party shall make

Adeom

any public announcement related to the scientific research outcome, or commercialization for work which has arisen out of the joint activities, without the other party's prior consent. Additionally, such information will not be transmitted or shared with any third party, unless agreed by both or all Parties. However, the agencies involved in monitoring the PM-ABHIM scheme supported by the World Bank may visit the collaborating institute to interact with the investigators & authorities.

CL.10 Ethical issues, Biosafety, transfer of biological material and data sharing

Both Parties should mutually agree on the ethical issues related to the protection of human and animal subjects, according to applicable laws, regulations and policies of GOI. Both Parties should agree to obtain necessary approvals from the Institutional Ethics Committee before initiating the work on jointly agreed research proposals. Parties may also mention any policy of utilizing the relevant Ethics Committee of the other Party to expedite the work on research proposals. The transfer of biological materials will be done according to ICMR guidelines. Both parties should state and agree with each other on the data-sharing policy applicable to ICMR. The parties agree to abide by the biosafety guidelines by the National agency i.e. DBT guidelines in use currently along with any future changes.

CL.11 GOVERNING LAW AND DISPUTE RESOLUTION

This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on the parties. Any disputes shall be resolved through mutual consultations/negotiations by the governing individuals or through ICMR. In case they fail, the MoUs can be terminated with the consent of both parties.

In the event of any dispute or difference between the parties hereto upon or in relation to or in connection with this Agreement, such dispute or difference, shall be resolved amicably and in good faith by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference whatsoever arising between the Parties out of or in relation to the construction, meaning, scope, operation or effect of this MoU or the validity the breach thereof or in respect of any defined legal relationship associated therewith order derived there from dispute shall be resolved as per the OM No. 334774/DoLA/AMRD/2019 dated 31.03.2020 issued by Department of Legal Affairs, Ministry of Law & Justice, Government of India for dispute resolution.

CL.12 INDEMNIFICATION

Both the Parties hereby indemnify and agree to keep each other and their officers and employees indemnified from and against: (i) all actions, claims, proceedings or demands which may be brought against any of them, whether on their own or jointly, in respect of any loss, death, injury, illness or damage arising out of the execution of the MoU. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this MoU, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

CL.13 Force Majeure

CL.13.1. Neither party shall be liable for any delay or failure in performing any of its obligations hereunder if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of the governmental body or public enemy, wars, riots, embargoes, epidemics, fires or any other causes, circumstances or contingencies beyond the control of such party.

CL.13.2. The party affected by such Force Majeure condition shall forth with notify the other party, of the nature and extent thereof, in writing, within 14 (fourteen) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch.

CL.13.3. If the Force Majeure condition in question prevails for a continuous period of 1(one) month, the party affected by such condition shall enter into bona fide

N. S. S.

discussion with the other party to alleviate its effect on this MoU by agreeing to such alternative MoU as shall be fair and reasonable.

CL.14 Exclusivity

The MoU shall state that this relationship is not exclusive and will not prevent either party or its members from associating/collaborating with any other Party to conduct/undertake similar program/ research/academic activities.

CL.15 Obligations on each party

The MoU shall explicitly state the obligations of each party to another and shall modify other clauses in light of these obligations. It is expected that both parties would follow fair practices with the need to have objectivity and accountability.

CL.16 Duration of validity of MoU

The MoU is valid for an initial period of five years and becomes effective from the date it is signed by partners.

The duration may be extended with the consent of both parties under mutually agreed terms and conditions. In case, one partner wishes to terminate in writing the MoU, the intimation will have to be sent at least one month in advance. However, specific commitments made before such intimation shall be honored by both partners.

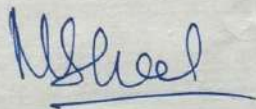
CL.17 AMENDMENTS AND ASSIGNMENT:

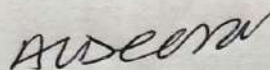
A Memorandum of Understanding reflects the respective Institution's commitments to the terms and conditions mentioned in the MoU. This Memorandum of Understanding may be terminated at any time by either party if notice of termination is given by the notifying party to the other party before thirty (30) days of the date on which the termination is intended to become effective. The commitments made before the date of termination of the MOU will continue to be operative. Research project-specific MoUs may be considered separately stating the purpose, roles and responsibilities and implementation policies along with outcome sharing.

No amendment or modification of this Agreement shall be valid unless the same is made in writing by the Parties or their authorized representatives specifically stating the same to be an amendment of this Agreement. The modifications shall be effective from the date on which they are executed unless otherwise agreed to. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

CL.18 Conditions of termination

If dispute resolution fails, a notice of termination will be given by the notifying party to the other party before thirty (30) days of the date on which the termination is intended to become effective. The termination conditions shall not be unilateral and shall not affect the implementation of initiated or ongoing activities and projects.





CL.19 Authorized Signatories

The MoU, in duplicate, will be signed by the duly authorized representatives of either party.

The language of the MoU can be either English or Hindi, as agreed upon by the Parties and should mention the date of execution of the MoU.

The validity of the MoU shall be counted from the date of execution of the MoU. It is proposed that the authorized signatory for the MoUs will be the Principal HIMS, Dehradun and the Director, ICMR-NIV, Pune.

On the behalf of

ICMR- National Institute of Virology,
Pune

On the behalf of

Himalayan Institute of Medical
Sciences, Swami Rama Himalayan
University
Jolly Grant, Dehradun

Signature:

Name: Dr. Naveen Kumar

Designation: Director

Place: Pune

Date:

Signature:

Name: Dr. Ashok Kumar Deorari

Designation: Principal, HIMS

Place: Dehradun

Date:

25/11/24

Witness 1

Witness 1

Signature

Name: Dr. Babasaheb Tandale

Designation: Scientist- G, Group lead-
Epidemiology, ICMR- NIV, Pune

Date:

Signature

Name: Dr. Barnali Kakati

Designation: Professor & Head
Department of Microbiology,
HIMS, Swami Ram Nagar

Date: 25/11/24

Dehradun-248140

Witness 2

Witness 2

Signature:

Name: Dr. Abhijeet Jadhav

Designation: Scientist- E, OIC, ICMR-NIV,
Jammu

Date:

Signature:

Name: Dr. Rajender Singh

Designation: Associate Professor,
Deptt. of Microbiology, HIMS

Date: 25/11/24