

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The Mahatma Gandhi Institute of Medical Sciences**

**AND  
ICMR-National Institute of Malaria Research**

This Memorandum of Understanding (MoU) is made between the Mahatma Gandhi Institute of Medical Sciences (hereinafter called "MGIMS"), having its office at Sevagram, Wardha 442102, Maharashtra, INDIA of one part, and Indian Council of Medical Research-National Institute of Malaria Research having its office in Sector 8 Dwarka, Dwarka, New Delhi, Delhi 110077 (hereinafter called "ICMR-NIMR") of the other part;

WHEREAS MGIMS and ICMR-NIMR wish to Establish a Partnership to Enhance Collaboration in Infectious Diseases Research and Training Related Activities in India, and

HAVE decided to enter into MoU and agree as herein contained:

**ARTICLE – I  
Objectives**

1. The Parties hereby agree to promote cooperation in the field of infectious diseases by  
Conducting collaborative scientific research and training on malaria in understanding transmission dynamics, spill over, molecular epidemiology, develop capacity and diagnostic tools, and formulate community-based interventions that will benefit India and address broader global health challenges due to infectious diseases
2. Such cooperation shall be implemented by the following means:
  - (i) Development of joint research initiatives
  - (ii) Development and pursuit of joint proposals and submission to international sponsor agencies and or foundations
  - (iii) Faculty visits and exchange
  - (iv) Placement and exchange of post-doctoral candidates
  - (v) Hosting of joint conferences and symposia

**ARTICLE – II**  
**Implementation**

3. The MGIMS and ICMR-NIMR may name any member of their staff to work out the practical details of cooperation between the two organizations and in general to ensure proper and effective implementation of this MoU.

**ARTICLE – III**  
**Work Plans**

4. This MoU will be implemented with mutual agreement between MGIMS and ICMR-NIMR in development of joint research initiatives and pursuit of joint proposals and submission to national and international sponsor agencies and or foundations.

**ARTICLE – IV**  
**Publication & Intellectual Property Rights**

5. Both Parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations. The protection and exploitation of any intellectual property generated by an exchange or project, jointly developed, use of any background intellectual property, will be determined on a case by case basis by mutual agreement of the parties and the terms of any funding agreement.

**Publication:**

6. Any publication, document and/or paper arising out of the joint work conducted by the parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both Parties. It may however be ensured that the official emblem and logo is not misused.

**Confidential Information:**

Each party agrees not to disclose the other party's Confidential Information, to any person other than employees or students who have a need to know the information in order to carry out their responsibilities under the Agreement. Confidential Information means written (in any media), graphic or pictorial non-public information that a party designates as being confidential to the extent practical, Confidential Information shall be disclosed in documentary or tangible form marked "Proprietary" or "Confidential." In the event Confidential Information is orally or visually disclosed, recipient shall not be bound by the obligations set forth herein unless same is reduced to writing, marked as "Confidential" or "Proprietary" and forwarded to recipient within thirty (30) days of such oral or visual disclosure, referencing the place and date of disclosure and the names of employees of recipient to whom such disclosure was made, and including therein a description of the information disclosed. It is agreed by the parties that the above obligations of confidentiality shall not attach to information that:

- (a) Is publicly available prior to the date of the Agreement or becomes publicly available thereafter through no wrongful act of the other party;

- (b) Was known to the other party prior to the date of disclosure or becomes known to the other party thereafter from a third party having an apparent bona fide right to disclose the information;
  - (c) Is independently developed by the other party; or
  - (d) The other party is obligated to produce pursuant to an order of the court of competent jurisdiction or a valid administrative or congressional subpoena, provided that the receiving party; (1) promptly notifies the other party; and (2) cooperates reasonably with the other party's efforts to contest or limit the scope of such order.
7. All Confidential Information shall remain the exclusive property of the disclosing Party. The parties agree that the disclosure of the Confidential Information do not grant or imply and license, interest or right to the Recipient in respect to any intellectual property right of the other Party. The non-use and non-disclosure obligations of this Agreement shall expire five (5) years from the Date of Disclosure. The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

#### **ARTICLE – V**

##### **Disclosure of Information**

8. MGIMS and ICMR-NIMR agree that except for a Court Order requiring disclosure, neither shall disclose Confidential Information to any third party without the written consent of the other.
9. The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

#### **ARTICLE – VI**

##### **Amendments**

10. The Parties to this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.

#### **ARTICLE – VII**

##### **Institutional Links**

11. Both Parties will establish inter-institutional links between their respective similar scientific research institutes and centres.

#### **ARTICLE – VIII**

##### **Export Control**

12. The Parties hereby acknowledge that performance and obligations hereunder may be subject to applicable export laws, and, to the extent such controls are applicable, performance of some desired activities under this Agreement may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances to perform any function, activity, effort, proposal or program which is deemed by such Party to be restricted by any applicable export law, and any refusal to perform such function, activity,

effort, proposal or program as a result of a decision not to obtain necessary clearances shall not constitute a breach of this Agreement.

**ARTICLE IX**

**Validity / Termination**

13. The MoU shall be effective from the date of its signing by both the Parties. It shall be valid for a period of five years. Either party may terminate this agreement with thirty (30) day notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programs already being undertaken thereunder, unless decided otherwise by the Parties by mutual consent.

14. IN WITNESS, whereof, the two Parties hereunto have signed on this 27<sup>th</sup> Day of August, 2020, in two originals in English.



Dean

FOR AND ON BEHALF OF THE

[MGIMS]



Director

FOR AND ON BEHALF OF THE

[ICMR-NIMR]  
Dr. Amit Sharma  
Director

ICMR-National Institute of Malaria Research  
Ministry of Health & Family Welfare  
Sector-8, Dwarka, New Delhi-110077

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN [NCD CELL, PUBLIC HEALTH DEPARTMENT, AND GOVT OF**  
**MAHARASHTRA]**  
**AND [NAME OF HOSPITAL MGIMS Sewagram]**

**For STEMI (ST Elevation in Myocardial Infarction) Project**  
**Under (NPCDCS) National Program for Prevention and Control of Cancer, Diabetes,**  
**Cardiovascular Diseases and Stroke)**

**1. Parties.**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between

the **District Hospital, Wardha (NCD Cell)** \_\_\_\_\_,  
whose address is **Subhash Chandra Bose Chowk, Wardha** will be referred as  
NCD Cell, Govt of Maharashtra  
and

the **Mahatma Gandhi institute of medical sciences**, whose address is  
**Sewagram, Wardha**. Will be referred to HUB

**2. Purpose.**

The purpose of this MOU is

- a) To establish the terms and conditions under which the STEMI (ST Elevation in Myocardial Infarction) project at district level will meet and function. [Include a general description of the geographical boundaries of the territory covered by the MOU.]
- b) Provide affordable, timely and accessible emergency services to general population with Acute Myocardial infarction at private cardiology specialized center
- c) Express willingness of both Parties engaged in an effort to effectively and timely manage Acute Coronary Syndrome patient diagnosed with Myocardial Infarction with highest quality of commitment thereby achieving the objective of STEMI project

The objectives of STEMI project are as follows

**Primary Objective**

- Reduce mortality in-patient with Acute Myocardial Infarction by catering to unmet needs of in the treatment of AMI

**Secondary Objective**

- Raise awareness among community regarding recognition of warning signs of acute myocardial infarction and availing emergency services in such episodes
- Develop replicable STEMI Management model for implementation in Maharashtra State.

**The NCD Cell** is the nodal implementing subunit for Public Health department, Govt of Maharashtra for implementing various national Health programs covering non-communicable diseases including National Program for Prevention and Control of Cancer, Diabetes, Cardiovascular Diseases and Stroke (NPCDCS).

**The HUB** will be tertiary health care facility in private and government sector who are willing to participate in STEMI Project and have capacity to treat patient with complication of Acute Coronary Syndrome. The HUB is required to have 24/7 facilities such as Catheterisation Laboratory with functional Cardiology Unit PCI (Percutaneous Coronary Intervention or Coronary Balloon Angioplasty) and /or CABG (Coronary Artery Bypass Graft). These facilities must be registered with MPJAY (Mahatma Jyotoba Phule Arogyadayi Yojana)

### 3. Term of MOU.

**3.1 Duration of MOU** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than **1 years** Thereafter MOU will be renewed on mutual agreement and performance of the Private Hospital. This MOU may be terminated, without cause, by either party upon **1 Month** written notice, which notice shall be delivered by hand or by certified mail to the address listed above

**3.2 Coordination:** In order to carry out and fulfill the aims of this agreement, each party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities. The NCD Cell and The Hospital (HUB) will meet regularly (preferably with two days' notice) to discuss progress and plan activities.

**3.3 Confidentiality:** Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.

**3.4 Termination of MOU:** The partnership covered by this MOU shall terminate upon completion of the agreed upon period. The agreement may also be terminated with a written one month notice from either side. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect

**3.5 Extension of Agreement:** The MOU may be extended provided the parties agree upon, and can provide the necessary resources.

**3.6 Communications:** All notice, demands and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address, email, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

**3.7 Addendum:** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU

**3.8 Insurance:** The patient who are eligible under State/ Central Government health Scheme, Ayushman Bharat Scheme, Mahatma Jyotibaphle ArogyaDayi Yojna ( MJPJAY) , etc will be provided treatments as per the terms and conditions laid down under the schemes. It will be discretion of the both parties regarding treatment cost covered of patient who don't fall under any schemes.

**4. Responsibilities of [NCD Cell].** [Delineate all obligations of the first party listed above. Include the agency's responsibilities related to the STEMI project, while acting pursuant to this MOU.]

- The NCD cell will coordinate with the third party agency engaged for ECG interpretation in providing information to HUB regarding the STEMI project patient identified at the SPOKE and those who will be referred to HUB. The details will be shared with the HUB on real-time basis through an mobile android application developed by third party agency for ECG interpretation. The overall responsibility will be with the third party agency for ensuring the prompt reply to HUB
- The capacity building of Staff at the HUB and SPOKE including Medical officer and Staff Nurse will be enhanced to upgrade the knowledge and understand the process involved in STEMI project.
- **Monthly reporting and feedback** – Data collection and reporting of feedback as well as outcome
- Participate in internal data collection, quality improvement efforts and feedback to ensure that optimal STEMI patient care is delivered this will be done through regular supervisory visit to HUB to assess the care delivery and patient management.

**5. Responsibilities of Private Hospital [HUB].**

[Delineate all obligations of the other agencies listed above. Identify the agency covered by this MOU, and include the agency's responsibilities for costs and expenses related to the STEMI ,while acting pursuant to this MOU.]

- Accept patient identified and referred from Spoke
- Enrol patient eligible under MJPAY or any other Government insurance scheme based on eligibility.
- Assist in training and Capacity building of Medical Officers and staff at referral centres/ spoke and ambulance staff in handling ACS emergency at the peripheral level
- Provide details of patient treated at HUB under STEMI project in the prescribed format on regular basis
- The MPJAY/ any other govt. health insurance scheme eligible patient will be admitted in the hospital for treatment based on the rules and regulation laid down under insurance scheme. The patient will not be charged for the conditions treated under STEMI project. For other conditions and complication other than as mentioned in STEMI Project will be explained to the patient and dealt accordingly
- For patient who are not eligible for MPJAY/ any other govt. health insurance scheme benefits will be explained in detail regarding their status. Such patient on written consent will be charged for treatment of conditions under STEMI project as per the rate laid down under MPJAY

#### 6. General Provisions.

- A. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of **Maharashtra**. The courts of the State of **Maharashtra** shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the **Wardha India , Maharashtra**
- B. Entirety of Agreement.** This MOU, consisting of **Five (5)** pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- C. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and party may renegotiate the terms affected by the severance.
- D. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to



this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

### Resolution of Disputes

- A. All partners shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under;
- B. Any dispute or controversy which cannot be resolved by mutual agreement within 60 days or any claim arising out of or relating to this MOU, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with Laws;
- C. If within 30 days after their appointment the four arbitrators have not agreed on the choice of the presiding arbitrator, the matter shall be referred to Law to be handled in accordance to the Rules Governing Arbitration in India.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[Civil Surgeon Wardha GH Wardha, Govt of Maharashtra]

*[Signature]*  
Dr. S. V. TADAS  
Civil Surgeon  
Hospital, Wardha  
Reg. No. 8504B

D.S. KALPANA SUHATKAR (AO)  
[Name and Title] Date 14/11/20  
Dr. S. V. TADAS  
[Name and Title] Date 14 Dec-2020

[Name of the Hospital (HUB)..... *[Signature]* ]

DEAN  
Mahatma Gandhi Institute of  
Medical Sciences, SEVAGRAM  
[Name and Title] Date

MRS. SANGEETA NARANG  
Admin OFFICER  
[Name and Title] Date 18/12/20  
Admin. Officer,  
Mahatma Gandhi Institute of  
Medical Sciences, SEVAGRAM.

*Ravindra Patel*



*[Signature]*

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MAHATMA GANDHI ANTARRASHTRIYA  
HINDI VISHWAVIDYALAYA, WARDHA  
(MGAHV)**

**AND**

**MAHATMA GANDHI INSTITUTE OF  
MEDICAL SCIENCES (MGIMS),  
SEVAGRAM, WARDHA**

## MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (hereinafter referred to as the "MOU") executed on 25<sup>th</sup> June 2020 between the Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya (MGAHV) herein refer to as MGAHV having its office at Gandhi Hills, Wardha, Maharashtra - 442001 and Mahatma Gandhi Institute of Medical Sciences, Sevagram herein refer to as **MGIMS**, Sevagram having its administrative office, Post- Sevagram, Disst-Wardha-442102.

**WHEREAS** the **Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya** has objects to promote and develop Hindi language and literature in general and, for that purpose, to provide for instrumental and research facilities in the relevant branches of learning: to provide for active pursuit of comparative studies and research in Hindi and other Indian Languages to create facilities for development and dissemination of relevant information in the country and abroad; to offer programmes of Research, education and training in areas like translation, interpretation and linguistics for improving the functional effectiveness of Hindi, to reach out to Hindi scholars and groups interested in Hindi abroad and associate them in teaching and research and to popularize Hindi through distance education system.

In order to achieve the objectives of this university and to generate employability and self employability in the society in general through Hindi language, the university is developing paramedical courses such as Advanced DMLT, in collaboration with Mahatma Gandhi Institute of Medical Sciences, Sevagram.

**WHEREAS** the Mahatma Gandhi Institute of Medical Sciences (**MGIMS**), Sevagram is committed to pursuit of exemplary standards of professional excellence in medical education, research and clinical care by evolving a pattern

*[Handwritten Signature]*

कादर चौधरी  
25/06/2020

of integrating value-based medical education with accessible and affordable health care, especially to underprivileged rural communities

The vision of the institute is to develop a replicable model of community oriented medical education which is responsive to the changing needs of our country and is rooted in an ethos of professional excellence.

The mission and vision translate into following objectives:

#### Medical Education

To evolve an integrated pattern of medical education

To provide value-based and cost-effective medical education with a community oriented approach

To teach and train doctors with a focus on rural orientation

#### Health Service

To provide state-of-the-art health care facilities at affordable cost

To evolve a comprehensive health care delivery system consonant to the needs of the communities

To empower the community by involving them in their own health care

To provide accessible and affordable health care, primarily to underprivileged rural communities

#### Research

To conduct appropriate and community-based research on priority health issues

**WHEREAS** both institutions desire to establish relations in the area of Para-medical health assistance and joint study/field programme (training/teaching/outreach/placement). The objective of the partnership is to fulfil a common vision of collaborative academic activities in Para-medical health assistance.

In addition to the above objectives, both the parties are desirous of establishing a working relationship to provide guidance and research for building resilient

*[Handwritten signature]*

25/06/2020

rural India. The first and second parties will collaboratively conduct the workshops with shared faculty and materials resources as mutually agreed upon.

**NOW** therefore the two parties have agreed to cooperate as follows:-

### **1. AREAS OF COLLABORATION**

- i) To conduct Field Work research, publications
- ii) Training of Student, Staff and faculty
- iii) Field Action programme.
- iv) Placement, etc

### **OPERATIONAL GUIDELINES**

Both academic and budgetary provisions for each activity under the MOU shall be set down in a specific letter of agreement.

### **MUTUAL OBLIGATIONS**

1. The two parties here by undertake to jointly solicit for funds including donor funds, research grants, contributions, subscriptions and such related funds for the purpose of realizing any or all the objectives of the collaboration.
2. The overall Memorandum does not entail any obligation for the two parties to fund any travels for researchers from the other institution. Provided that funds are available from elsewhere (e.g. concrete collaborative projects), both parties will facilitate practical arrangements related to study visits from the collaborating institution including office accommodation and necessary administrative functions to enable them to carry out programme objectives.
3. Both institutions shall seek waiver of duty and value added tax applicable on any equipment and materials for use by students and

*ifun*

कारक तदीय  
25/06/20

staff participating in this collaboration. As a general rule, the title and custody of any equipment acquired in the course of the collaboration shall remain with the host institution upon the expiry of that particular project as specified in individual 'agreements of collaboration'.

4. Both institutions shall abide by current international guidelines on good research practice and ethics available in relation to all research activities.
5. Both institutions further agree to bear the cost of administering the programme on such terms as shall be mutually agreed upon from time to time.
6. Both parties shall make rules governing the use of their respective facilities including laboratories, library and workshops where such facilities are used to conduct any of the functions of this collaboration as specified in 'agreements of collaboration' regarding each individual project.
7. Both parties jointly and independently agree to make available suitable facilities and personnel as and when required and on such terms as to fees, remuneration, insurance, and any other incidents thereto as specified in 'agreements of collaboration' regarding each individual project.
8. The parties shall share both in gains and losses of the collaboration including skills, inventions/patents, profits and liabilities whether pecuniary or otherwise **however** Intellectual Property rights shall always be shared equally.
9. The parties shall keep each other indemnified against all damages to or losses resulting from the fault of their respective agents and/or servants.

*Signature*

25/05/2012

### **MANAGEMENT OF THE COLLABORATION**

Each Institution shall designate a coordinator to develop and coordinate the program activities.

The initial coordinators are Dr. Ravindra T. Borkar, Regional Director/ Associate Professor, MGAHV, Wardha for the Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya and Dr. Nitin Gangane, Dean, MGIMS, Sevagram for **MGIMS, Sevagram**. Notification of change or successor shall be in writing to the other party.

### **INTELLECTUAL PROPERTY RIGHTS**

All rights created by patent as a result of joint activity shall be shared by the MGAHV and **MGIMS, Wardha**. Unless all the parties agree, no party shall individually, and without prior notice and consent of the others, file or obtain whether in MGAHV or MGIMS, Wardha or elsewhere and anywhere any Intellectual Property Rights over any research materials or information under this Memorandum including properties, derivatives or processes including those that may utilize the knowledge of local communities regarding any product or process even such process has been modified to a more sophisticated level by synthetic or any other method. Such Intellectual Property shall be in any event jointly owned by both parties. Regarding authors' rights, only co-investigators and other scientific staff that have contributed significantly to the study planning, fieldwork, data analysis and write-up, will be included as co-authors.

### **MATERIAL TRANSFER AGREEMENT**

Any and all materials transferred between the parties shall be subject to an acceptable 'material transfer agreement' signed by the parties and appended to the agreement of collaboration regarding the individual projects.

*ahm*

कारर विज्ञ  
25/06/2020

### **DURATION OF THE MEMORANDUM**

This Memorandum of Understanding shall come into effect from the date of execution and shall remain in force for a period of five years.

### **IMPLEMENTATION**

All laws, rules and regulations issued by all parties shall be strictly observed at all times.

### **SETTLEMENT OF DISPUTES**

The parties shall first use reasonable endeavours to amicably settle disputes arising out of or in connection with this Collaboration Agreement. Where a dispute has not been amicably resolved the parties shall enter into structured negotiation with the assistance of a mediator acceptable to both sides.

Where mediation fails the parties shall settle the dispute through arbitration, such arbitration shall be conducted under the rules of UGC by one or more arbitrators appointed in accordance with the said rules. The award of the arbitration shall be final and binding upon the parties.

### **FORCE MAJEURE**

Either party shall promptly notify the other party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or part of the parties obligations under this contract impossible. Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure and

*abun*

कारर विम  
25/06/20



reasonable period not exceeding one (1) week thereafter shall be allowed for remobilisation to continue the performance of the contract.

### REVIEW AND AMENDMENTS

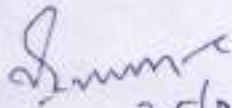
The Memorandum may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature. Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.

### TERMINATION OF MEMORANDUM

The memorandum of Understanding may be terminated with immediate effect by mutual agreement between the parties or by either party giving the other not less than six (6) months notice in writing.

**IN WITNESS WHERE OF**, the Parties hereto have executed this Memorandum of Understanding this 25<sup>th</sup> Day of June 2020.

For the **MGIMS, Sevagram**

  
25/06/2020  
(Dean, **MGIMS, Sevagram**)

DEAN  
Mahatma Gandhi Institute of  
Medical Sciences, SEVAGRAM

For **MGAHV**

कादर नवान  
25/06/2020  
Registrar, **MGAHV**

कुलसचिव/Registrar  
महात्मा गांधी अंतरराष्ट्रीय विश्वविद्यालय  
Mahatma Gandhi Antar-rashtriya  
Vishwavidyalaya  
Hindal Vishwavidyalaya  
Hindal / WARDHA - 442 001 (M.R./M.S.)

# Gynuity

HEALTH PROJECTS

Beverly Winikoff, MD, MPH  
President

November 13, 2020

Dr. Poonam Verma Shivkumar  
Professor and Head  
Department of Obstetrics and Gynecology  
Mahatma Gandhi Institute of Medical Sciences  
Sevagram, Wardha 442102  
Maharashtra, India

Dear Dr. Poonam,

We are pleased to inform you that Gynuity Health Projects, Inc (Gynuity) has approved a contract of up to US\$78,047.20 to the Mahatma Gandhi Institute of Medical Sciences (MGIMS) to conduct the research project entitled "A randomized trial comparing oral misoprostol alone with oral misoprostol followed by oxytocin in women induced for hypertension of pregnancy (MOLI)" as described in the proposal (the Proposal) and the approved budget (the Budget). This contract is for a period of 24 months, beginning on November 1, 2020 and ending on October 31, 2022.

MGIMS agrees to use the contract funds solely for the specific purposes stated in the Proposal and to modify these purposes only with Gynuity's prior written approval. MGIMS further agrees not to issue or make any subsidiary contracts except as approved in this contract. If there are any changes in key personnel who are working on the project during the contract period, MGIMS will notify Gynuity promptly.

**Financial Terms & Recordkeeping.** Contract funds must be used in accordance with the Budget, and any proposed change to a budget line item of more than 10% must be approved in writing by Gynuity in advance. Salaries in the Budget are calculated based on the time needed to complete the cases in the study. If, for any reason, the full number of cases stipulated in this contract is not achieved, salaries and other expenditures related to enrollment should be charged proportionately to the percent of stipulated cases actually completed. The fixed value of the contract is the U.S. dollar amount shown and cannot be exceeded. Actual expenditures overseas should be reported in U.S. dollars. To report in U.S. dollars, use the exchange rate at the time of the receipt of the latest contract payment.

MGIMS agrees to maintain the following accounting and record-keeping procedures relevant to this contract: contract funds will be shown separately on MGIMS's books. Expenditures made in furtherance of the contract purposes will be charged against the Budget, and records of such expenditures will be kept in such a manner as to readily enable checking of the use of such funds. The records of expenditures as well as copies of the

fax 212.448.1260

220 East 42<sup>nd</sup> Street, Suite 710, New York, NY 10017 tel 212.448.1230

www.gynuity.org

records submitted to Gynuity will be kept for at least four years after completion of the use of contract funds and will be made available to Gynuity for auditing purposes at reasonable times upon request. Gynuity, at its discretion and expense, may arrange for an audit to be conducted by an accountant of its choosing.

Any interest or other income generated by the contract funds, including currency conversion gains, must be used for the charitable purposes of the project, and the amount of such income must be reported to Gynuity.

Any contract funds, or any income earned on the contract funds, not spent or committed for the purposes of the project must be returned to Gynuity within 30 days after the contract period has ended unless Gynuity has authorized an extension of the contract period or agreed to other financial arrangements in writing.

**Payments & Reports.** The payment schedule is as follows:

- 30% of the total amount will be sent within 30 days after Gynuity's receipt of the countersigned contract, proof of approval by all necessary ethical review committees, and government approval of study enrollment;
- 20% of the total amount will be sent within 30 days after Gynuity receives notification that the first patient has been enrolled;
- up to 40% of the total amount will be sent within 30 days after Gynuity's acceptance of interim narrative and financial reports;
- up to 10% of the total amount will be sent within 30 days after completion of the contract to Gynuity's reasonable satisfaction and Gynuity's receipt and acceptance of comprehensive final narrative and financial reports.

These payments are contingent upon the continued availability of funds from the donor to this project for the duration of the contract period.

The reporting schedule is as follows:

- Notification to Gynuity when the first patient has been enrolled;
- Notification to Gynuity upon recruitment of 50% of patients;
- Interim narrative and financial reports upon recruitment of 50% of patients, or by October 31, 2021, whichever occurs first;
- Final narrative and financial reports covering the entire contract period are due upon recruitment of 100% of patients and completion of 100% of data collection forms and study database, or by November 30, 2022, whichever occurs first.

Narrative reports should describe the progress made toward achieving the purposes of the project and should include a statement that MGIMS fully complied with this contract during the reporting period in English. Financial reports should detail all expenditures made from the contract funds in U.S. dollars, itemized in the various categories of expenditures indicated in and compared to the Budget approved for the contract. Please use the spreadsheet for the Budget to report on actual expenditures for each line item. Please insert Contract between Gynuity and MGIMS

"A randomized trial comparing oral misoprostol alone with oral misoprostol followed by oxytocin in women induced for hypertension of pregnancy (MOLI)"

November 13, 2020

Gynuity Protocol No. 4006

a column for actual expenditures, variance, percentage, and unexpended funds. For variances that exceed 10% in either direction or if there are unexpended funds, please provide an explanation.

**Commitment.** Each Gynuity contract is made with the understanding that Gynuity has no obligation to provide other or additional support for the administering institution, unless otherwise stated in the contract. MGIMS agrees not to participate in simultaneous clinical studies that would compete for patient enrollment with the study to be undertaken under this contract.

**Confidentiality.** Gynuity and MGIMS agree to use reasonable care to avoid the unauthorized disclosure of information which one or both parties consider to be confidential. Unless otherwise stated, all correspondence from Gynuity and information and documents supplied by Gynuity should be considered "Confidential Information." Confidential Information shall not include information which (a) was in the receiving party's possession prior to receipt of the disclosed information; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is received from a third party without a duty of confidentiality; (d) is independently developed by the receiving party; (e) is disclosed under operation of law, provided that the disclosing party is provided reasonable notice and opportunity to contest the need for such disclosure, or to seek a protective order therefore.

**Intellectual Property.** Gynuity and MGIMS shall each retain the right to use any and all intellectual property produced and developed during the course of the work performed under this contract for the purposes of internal research and development and/or education. Neither MGIMS nor Gynuity shall obtain any rights, title or license, either express or implied, to the other party's pre-existing intellectual property by virtue of their performance under this contract. Neither party gains rights to the other party's intellectual property developed outside the scope of work for this project, nor does either party have any obligation to grant rights to intellectual property created or developed in the course of work performed under this contract beyond those rights outlined in this section.

**Publication.** Any publication of the research results will be done in collaboration with Gynuity, and the authorship of the publication will reflect this collaboration. Both parties agree to inform one another of submission of abstracts and any presentation of research results at professional conferences prior to such presentations being made. Any presentation of research results in any form will acknowledge the contributions of all collaborators.

**Indemnification.** Gynuity and MGIMS shall indemnify, defend, and hold harmless the other party, their respective directors, employees, agents, and subcontractors ("Indemnitees") from any liability, damage, loss, or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands, or judgments arising out of the negligent acts, omissions, or willful misconduct of the indemnifying party, connected with this contract or the research done under this contract.

Contract between Gynuity and MGIMS

"A randomized trial comparing oral misoprostol alone with oral misoprostol followed by oxytocin in women induced for hypertension of pregnancy (MOLI)"

November 13, 2020

Gynuity Protocol No. 4006

**Announcements.** After Gynuity has issued formal notification of the contract to MGIMS, both parties are free to announce the contract publicly. MGIMS will obtain prior written permission from Gynuity before using Gynuity's name or logo in any form of publicity. This shall not include legally required disclosure that identifies the existence of the contract.

**Amendments & Termination.** Gynuity reserves the right to amend or terminate this contract if the pace of enrollment does not meet expected/estimated rates (at least 100 patients by October 31, 2021). Recruitment rates will be assessed at regular intervals throughout the course of the study. Gynuity will provide at least 30 days' notice for such termination of the contract. Gynuity reserves the right to modify the study with notice to MGIMS. Gynuity also reserves the right to reduce enrollment at MGIMS if Gynuity deems it in the best interest of the study.

Either Gynuity or MGIMS may terminate this contract with 30 days' written notice provided to the other party. Within 30 days after the effective termination date, MGIMS should submit final narrative and financial reports to Gynuity. Upon Gynuity's receipt and acceptance of these reports, Gynuity will make payment to MGIMS for all services properly rendered and monies properly expended through the effective termination not yet paid for and for reasonable non-cancelable obligations properly incurred prior to the effective termination date. MGIMS will return to Gynuity any funds not expended or obligated in connection with the contract, including the cash equivalent of any unused gift cards purchased with contract funds, prior to the effective termination date within 30 days of Gynuity's request for such funds.

Notwithstanding the above, if Gynuity, in its sole discretion, determines that the contract funds are not being used by MGIMS in an effective and efficient manner to further the purposes of the contract or that MGIMS has otherwise failed to comply with the terms of this contract or if it is found that MGIMS has provided false information in writing to Gynuity at any point, Gynuity may (i) terminate this contract effective immediately; (ii) discontinue any further payments to MGIMS; and (iii) direct MGIMS to repay to Gynuity any funds not used in accordance with this contract. In addition, MGIMS will repay all unexpended contract funds to Gynuity within 30 days after the effective date of project termination.

The Confidentiality, Intellectual Property, Publication, Indemnification, and Announcements terms above shall survive the termination or expiration of this contract.

This contract, along with any contract amendments, constitutes the entire agreement between Gynuity and MGIMS and supersedes any prior oral or written agreements or communications regarding the contract's subject matter. Amendments to this contract must be in writing and be signed by authorized representatives of each party.

Contract between Gynuity and MGIMS

"A randomized trial comparing oral misoprostol alone with oral misoprostol followed by oxytocin in women induced for hypertension of pregnancy (MOLI)"

November 13, 2020

Gynuity Protocol No. 4006

Further correspondence concerning substantive matters related to this project should be addressed to Hillary Bracken, Senior Director ([hbracken@gynuity.org](mailto:hbracken@gynuity.org)). If you would like clarification or have questions regarding this contract, please contact Danielle Larsen, Contracts and Finance Assistant ([dlarsne@gynuity.org](mailto:dlarsne@gynuity.org)). If any condition arises during the contract period that seriously interferes with the successful completion of the activities supported by this contract, please advise us promptly.

Please sign this contract and the Budget and return one copy of each document to Gynuity at your earliest convenience.

Sincerely,




Beverly Winikoff

MGIMS, by its authorized representative, agrees to the terms and conditions of this contract:

Signature  Title Prof & Head OBGY

Name: Dr Poonam Verma Shivkumar

Date 24/11/20

Signature 

Title \_\_\_\_\_

Name: Dr Nitin Gangane

Date \_\_\_\_\_

Contract between Gynuity and MGIMS

"A randomized trial comparing oral misoprostol alone with oral misoprostol followed by oxytocin in women induced for hypertension of pregnancy (MOLI)"

November 13, 2020

Gynuity Protocol No. 4006

## Attachment 1

Enrollment: 200 patients

Period: 24 months

## Budget

Personnel	Number/Rate	Total INR	Total USD
Study Supervisor/Manager (PI, 5% of their time, 2 hours per week)	35,000 INR per month	840,000.00	\$11,760.00
Research Assistants (4 RA)	35,000 INR per person per month	3,360,000.00	\$47,040.00
Site coordinator, data entry and management	30,000 INR per month	720,000.00	\$10,080.00
<b>Subtotal Personnel</b>		<b>4,920,000.00</b>	<b>\$68,880.00</b>
<b>Other</b>			
Training	20,000 INR per month	20,000.00	\$280.00
Office supplies (i.e. folders, stationery, computer accessories, etc. printing, photocopy)	2,000 INR per month	48,000.00	\$672.00
Communications (phone, internet, courier)	2,500 INR per month	60,000.00	\$840.00
Ethics Committee fees		20,000.00	\$280.00
<b>Subtotal Other</b>		<b>148,000.00</b>	<b>\$2,072.00</b>
<b>SUBTOTAL</b>		<b>5,068,000.00</b>	<b>\$70,952.00</b>
Indirect costs(10% of total)		506,800.00	\$7,095.20
<b>GRAND TOTAL</b>		<b>5,574,800.00</b>	<b>\$78,047.20</b>

1 INR=0.014 USD

Contract between Gynuity and MGIMS

"A randomized trial comparing oral misoprostol alone with oral misoprostol followed by oxytocin in women induced for hypertension of pregnancy (MOLI)"

November 13, 2020

Gynuity Protocol No. 4006

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The Mahatma Gandhi Institute of Medical Sciences**

**AND  
The Pennsylvania State University  
Applied Biological and Biosecurity Research Laboratory**

This Memorandum of Understanding (MoU) is made between the Mahatma Gandhi Institute of Medical Sciences (hereinafter called "MGIMS"), having its office at Sevagram, Wardha 442102, Maharashtra, INDIA of one part, and The Pennsylvania State University (hereinafter called "PSU") of the other part;

WHEREAS MGIMS and PSU wish to Establish a Partnership to Enhance Collaboration in Infectious Diseases Research and Training Related Activities in India, and

HAVE decided to enter into MoU and agree as herein contained:

**ARTICLE – I  
Objectives**

1. The Parties hereby agree to promote cooperation in the field of infectious diseases by

Conducting collaborative scientific research and training on tuberculosis and zoonotic diseases in understanding transmission dynamics, spill over, molecular epidemiology, develop capacity and diagnostic tools, and formulate community-based interventions that will benefit India and address broader global health challenges due to infectious diseases

2. Such cooperation shall be implemented by the following means:

- (i) Development of joint research initiatives
- (ii) Development and pursuit of joint proposals and submission to international sponsor agencies and or foundations
- (iii) Faculty visits and exchange
- (iv) Placement and exchange of post-doctoral candidates
- (v) Hosting of joint conferences and symposia



**ARTICLE – II**  
**Implementation**

3. The MGIMS and PSU may name any member of their staff to work out the practical details of cooperation between the two organizations and in general to ensure proper and effective implementation of this MoU.

**ARTICLE – III**  
**Work Plans**

4. This MoU will be implemented with mutual agreement between MGIMS and PSU in development of joint research initiatives and pursuit of joint proposals and submission to international sponsor agencies and or foundations. Personnel in support of research (e.g. Post-Doctoral Scholars, Research Assistants, Program Managers, etc.) will be funded via separate sponsor funded project(s) obtained jointly via this partnership.

**ARTICLE – IV**  
**Publication & Intellectual Property Rights**

5. Both Parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations. The protection and exploitation of any intellectual property generated by an exchange or project, jointly developed, use of any background intellectual property, will be determined on a case by case basis by mutual agreement of the parties and the terms of any funding agreement.

**Publication:**

6. Any publication, document and/or paper arising out of the joint work conducted by the parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both Parties. It may however be ensured that the official emblem and logo is not misused.

**Confidential Information:**

Each party agrees not to disclose the other party's Confidential Information, to any person other than employees or students who have a need to know the information in order to carry out their responsibilities under the Agreement. Confidential Information means written (in any media), graphic or pictorial non-public information that a party designates as being confidential to the extent practical, Confidential Information shall be disclosed in documentary or tangible form marked "Proprietary" or "Confidential." In the event Confidential Information is orally or visually disclosed, recipient shall not be bound by the obligations set forth herein unless same is reduced to writing, marked as "Confidential" or "Proprietary" and forwarded to recipient within thirty (30) days of such oral or visual disclosure, referencing the place and date of disclosure and the names of employees of recipient to whom such disclosure was made, and including therein a description of the information disclosed. It is agreed by the parties that the above obligations of confidentiality shall not attach to information that: (a) is publicly available prior to the date

of the Agreement or becomes publicly available thereafter through no wrongful act of the other party;

(b) Was known to the other party prior to the date of disclosure or becomes known to the other party thereafter from a third party having an apparent bona fide right to disclose the information;

(c) Is independently developed by the other party; or

(d) The other party is obligated to produce pursuant to an order of the court of competent jurisdiction or a valid administrative or congressional subpoena, provided that the receiving party; (1) promptly notifies the other party; and (2) cooperates reasonably with the other party's efforts to contest or limit the scope of such order.

7. All Confidential Information shall remain the exclusive property of the disclosing Party. The parties agree that the disclosure of the Confidential Information do not grant or imply and license, interest or right to the Recipient in respect to any intellectual property right of the other Party. The non-use and non-disclosure obligations of this Agreement shall expire five (5) years from the Date of Disclosure. The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

#### ARTICLE – V

##### Disclosure of Information

8. MGIMS and PSU agree that except for a Court Order requiring disclosure, neither shall disclose Confidential Information to any third party without the written consent of the other.
9. The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

#### ARTICLE – VI

##### Amendments

10. The Parties to this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.

#### ARTICLE – VII

##### Institutional Links

11. Both Parties will establish inter-institutional links between their respective similar scientific research institutes and centres.

#### ARTICLE – VIII

##### Joint Working Group

12. A Joint Working Group [complete if applicable].

#### ARTICLE – IX

##### Export Control

13. The Parties hereby acknowledge that performance and obligations hereunder may be subject to applicable export laws, and, to the extent such controls are applicable,

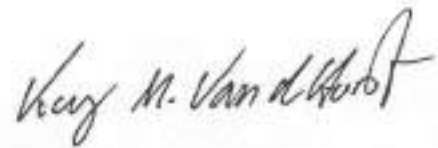
performance of some desired activities under this Agreement may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances to perform any function, activity, effort, proposal or program which is deemed by such Party to be restricted by any applicable export law, and any refusal to perform such function, activity, effort, proposal or program as a result of a decision not to obtain necessary clearances shall not constitute a breach of this Agreement.

ARTICLE XI

Validity / Termination

14. The MoU shall be effective from the date of its signing by both the Parties. It shall be valid for a period of five years. Either party may terminate this agreement with thirty (30) day notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programs already being undertaken thereunder, unless decided otherwise by the Parties by mutual consent.

15. IN WITNESS, whereof, the two Parties hereunto have signed on this 1st Day of July, 20  20  , in two originals in English and [Other Language, if applicable], both text being equally authentic but, in the event of any doubt, the English text shall prevail.



( Kay van der Host)

Designation, Director

FOR AND ON BEHALF OF THE

Applied Biological and  
Biosecurity Research  
Laboratory, The Pennsylvania  
State University, USA

( \_\_\_\_\_ )

Designation

FOR AND ON BEHALF OF THE

The Mahatma Gandhi Institute  
of Medical Sciences, Sevagram,  
India

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The Mahatma Gandhi Institute of Medical Sciences  
  
AND  
  
The Pennsylvania State University  
Applied Biological and Biosecurity Research Laboratory**

This Memorandum of Understanding (MoU) is made between the Mahatma Gandhi Institute of Medical Sciences (hereinafter called "MGIMS"), having its office at Sevagram, Wardha 442102, Maharashtra, INDIA of one part, and The Pennsylvania State University (hereinafter called "PSU") of the other part;

WHEREAS MGIMS and PSU wish to Establish a Partnership to Enhance Collaboration in Infectious Diseases Research and Training Related Activities in India, and

HAVE decided to enter into MoU and agree as herein contained:

**ARTICLE – I  
Objectives**

1. The Parties hereby agree to promote cooperation in the field of infectious diseases by  
Conducting collaborative scientific research and training on tuberculosis and zoonotic diseases in understanding transmission dynamics, spill over, molecular epidemiology, develop capacity and diagnostic tools, and formulate community-based interventions that will benefit India and address broader global health challenges due to infectious diseases
2. Such cooperation shall be implemented by the following means:
  - (i) Development of joint research initiatives
  - (ii) Development and pursuit of joint proposals and submission to international sponsor agencies and or foundations
  - (iii) Faculty visits and exchange
  - (iv) Placement and exchange of post-doctoral candidates
  - (v) Hosting of joint conferences and symposia



#### **ARTICLE – II**

##### **Implementation**

3. The MGIMS and PSU may name any member of their staff to work out the practical details of cooperation between the two organizations and in general to ensure proper and effective implementation of this MoU.

#### **ARTICLE – III**

##### **Work Plans**

4. This MoU will be implemented with mutual agreement between MGIMS and PSU in development of joint research initiatives and pursuit of joint proposals and submission to international sponsor agencies and or foundations. Personnel in support of research (e.g. Post-Doctoral Scholars, Research Assistants, Program Managers, etc.) will be funded via separate sponsor funded project(s) obtained jointly via this partnership.

#### **ARTICLE – IV**

##### **Publication & Intellectual Property Rights**

5. Both Parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations. The protection and exploitation of any intellectual property generated by an exchange or project, jointly developed, use of any background intellectual property, will be determined on a case by case basis by mutual agreement of the parties and the terms of any funding agreement.

##### **Publication:**

6. Any publication, document and/or paper arising out of the joint work conducted by the parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both Parties. It may however be ensured that the official emblem and logo is not misused.

##### **Confidential Information:**

Each party agrees not to disclose the other party's Confidential Information, to any person other than employees or students who have a need to know the information in order to carry out their responsibilities under the Agreement. Confidential Information means written (in any media), graphic or pictorial non-public information that a party designates as being confidential to the extent practical. Confidential Information shall be disclosed in documentary or tangible form marked "Proprietary" or "Confidential." In the event Confidential Information is orally or visually disclosed, recipient shall not be bound by the obligations set forth herein unless same is reduced to writing, marked as "Confidential" or "Proprietary" and forwarded to recipient within thirty (30) days of such oral or visual disclosure, referencing the place and date of disclosure and the names of employees of recipient to whom such disclosure was made, and including therein a description of the information disclosed. It is agreed by the parties that the above obligations of confidentiality shall not attach to information that:(a) is publicly available prior to the date



- of the Agreement or becomes publicly available thereafter through no wrongful act of the other party;
- (b) Was known to the other party prior to the date of disclosure or becomes known to the other party thereafter from a third party having an apparent bona fide right to disclose the information;
- (c) Is independently developed by the other party; or
- (d) The other party is obligated to produce pursuant to an order of the court of competent jurisdiction or a valid administrative or congressional subpoena, provided that the receiving party; (1) promptly notifies the other party; and (2) cooperates reasonably with the other party's efforts to contest or limit the scope of such order.
7. All Confidential Information shall remain the exclusive property of the disclosing Party. The parties agree that the disclosure of the Confidential Information do not grant or imply and license, interest or right to the Recipient in respect to any intellectual property right of the other Party. The non-use and non-disclosure obligations of this Agreement shall expire five (5) years from the Date of Disclosure. The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

#### **ARTICLE – V**

##### **Disclosure of Information**

8. MGIMS and PSU agree that except for a Court Order requiring disclosure, neither shall disclose Confidential Information to any third party without the written consent of the other.
9. The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

#### **ARTICLE – VI**

##### **Amendments**

10. The Parties to this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.

#### **ARTICLE – VII**

##### **Institutional Links**

11. Both Parties will establish inter-institutional links between their respective similar scientific research institutes and centres.

#### **ARTICLE – VIII**

##### **Joint Working Group**

12. A Joint Working Group [complete if applicable].

#### **ARTICLE – IX**

##### **Export Control**

13. The Parties hereby acknowledge that performance and obligations hereunder may be subject to applicable export laws, and, to the extent such controls are applicable,



performance of some desired activities under this Agreement may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances to perform any function, activity, effort, proposal or program which is deemed by such Party to be restricted by any applicable export law, and any refusal to perform such function, activity, effort, proposal or program as a result of a decision not to obtain necessary clearances shall not constitute a breach of this Agreement.

**ARTICLE XI**  
**Validity / Termination**

14. The MoU shall be effective from the date of its signing by both the Parties. It shall be valid for a period of five years. Either party may terminate this agreement with thirty (30) day notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programs already being undertaken thereunder, unless decided otherwise by the Parties by mutual consent.
15. IN WITNESS, whereof, the two Parties hereunto have signed on this 3<sup>rd</sup> Day of July, 2020, in one original in English.



Designation

FOR AND ON BEHALF OF THE  
The Mahatma Gandhi Institute  
of Medical Sciences, Sevagram,  
India  
DEAN  
Mahatma Gandhi Institute of  
Medical Sciences, SEVAGRAM



Timothy M. Stodart  
Digitally signed by  
Timothy M. Stodart  
Date: 2020.07.03  
11:27:14 -0400

Designation

Timothy M. Stodart  
Associate Director  
FOR AND ON BEHALF OF THE  
The Pennsylvania State University  
Office of Sponsored Programs  
110 Technology Center Building  
University Park, PA 16802



Dr. Nitin M. Gangane  
Dean

# MAHATMA GANDHI INSTITUTE OF MEDICAL SCIENCES

Sevagram : Wardha (Dist.) - 442 102 MAHARASHTRA STATE

Phone : (07152) 284341 to 284355 Ext.-210 Fax No. (07152) - 284333

Mobile No : 9422144856, 9652810655

Email : dean@mgims.ac.in Website : www.mgims.ac.in

## MEMORANDUM OF UNDERSTANDING ON UNDERTAKING (MOU) COLLABORATIVE RESEARCH PROJECT

ON

"WHOLE GENOME SEQUENCING OF SARS-COV-2"

BETWEEN THE

MAHATMA GANDHI INSTITUTE OF MEDICAL SCIENCES HAVING ITS REGISTERED OFFICE AT SEVAGRAM, DIST. WARDHA, MAHARASHTRA, INDIA, PIN 442 102, HEREIN REFERRED TO AS "MGIMS"

AND

NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS HAVING ITS REGISTERED OFFICE AT PO: NSS, KALYANI, DISTRICT NADIA, WEST BENGAL INDIA PIN 741251, HEREIN REFERRED TO AS "NIBMG".

ON AND FROM 15 MAY 2020

### 1. Statement of Purpose

1.1 The purpose of this MOU is to establish a framework for research collaboration between MGIMS and NIBMG on generation of whole genome sequences of SARS-COV-2 from clinical samples of patients positive for SARS-CoV-2 during the ongoing COVID-19 outbreak in India.

### 2. Statement of Work

- 2.1 Whereas MGIMS and NIBMG are desirous of undertaking whole genome sequencing of SARS-COV-2 and have the necessary expertise for the overall conduct of the study
- 2.2 Whereas MGIMS has the necessary biospecimens (nasopharyngeal swabs/oropharyngeal swabs/BAL/ENA) from patients positive for SARS-CoV-2 by confirmatory diagnostic tests (RT PCR) approved by the Indian Council of Medical Research and expertise to process these samples
- 2.3 Whereas NIBMG has the necessary scientific expertise and sequencing technology platforms required for the WGS of SARS-CoV-2
- 2.4 Whereas MGIMS and NIBMG are desirous of carrying out the experiments in a collaborative manner so that the results, data and inferences are shared jointly between XXXX and NIBMG.
- 2.5 MGIMS will provide NIBMG with required quality and quantity of RNA as required and specified by NIBMG.
- 2.6 NIBMG will collaboratively with MGIMS, carry out the necessary laboratory experiments at NIBMG.
- 2.7 The results of the experiments and data will be shared jointly between MGIMS and NIBMG. Reports based on these results will be communicated jointly by MGIMS and NIBMG after due approval of MHPW and DBT.



- 2.8 The know-how generated from the project by MGIMS and NIBMG will be the joint property of MGIMS and NIBMG. It shall be the responsibility of both MGIMS and NIBMG to take necessary action for protection of the intellectual property arising out of the project through proper instruments, such as, patents, copyrights, etc.
- 2.9 Both MGIMS and NIBMG will maintain complete confidentiality of the work as well as the data and the scientific conclusions drawn therein. Neither MGIMS nor NIBMG will share, distribute or present this work as well as the data and the scientific conclusions drawn therein outside MGIMS and NIBMG without prior mutual consent of MGIMS and NIBMG.
- 2.10 Cost of all reagents and consumables for undertaking the sequencing will be borne by NIBMG. Cost of sample collection, RNA extraction and diagnostic assays will be borne by MGIMS. MGIMS will undertake all institutional regulatory approvals for the study.

3. General Provisions

- 3.1 This MOU will be effective upon signature of both MGIMS and NIBMG.
- 3.2 This MOU may be amended by mutual consent of both MGIMS and NIBMG.
- 3.3 This MOU may be reviewed and terminated by either MGIMS or NIBMG by providing a notice to the other party at least 90 days in advance of the termination date.
- 3.4 Any dispute arising out of the collaborative work between MGIMS and NIBMG may be settled jointly by Dean of MGIMS and Director of NIBMG.

In witness whereof MGIMS and NIBMG hereto have signed this MOU on the day, month and year mentioned herein,

For and on behalf of MGIMS:

*[Handwritten Signature]*

Signature

Name: Dr Nitin Gangane

Designation: Dean

Seal:

Date: 08.06.2020

Place: Sevagram



Witness:

*[Handwritten Signature]*

अरिंदम मेषा पेंडवरी / Arindam Maltra Ph.D.  
सह-प्रोफेसर / Associate Professor  
राष्ट्रीय जीव-वैज्ञानिकी संशोधन संस्थान  
NATIONAL INSTITUTE OF BIOMEDICAL RESEARCH

For and on behalf of NIBMG:

*[Handwritten Signature]*

Signature

Name: Professor Saumitra Das

Designation: Director

Seal:

Date: 12.06.2020

Place: Kalyani

सौमित्र दास / Saumitra Das  
निदेशक / DIRECTOR  
राष्ट्रीय जीव-वैज्ञानिकी संशोधन संस्थान  
NATIONAL INSTITUTE OF BIOMEDICAL RESEARCH  
प्लॉट नं. 15/1, एच.एम. 193/151, 13<sup>वां</sup> मील (10<sup>वां</sup>)  
पु.स. 75, कल्याण-701201, जिल्हा: नांदेड (MS)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The Mahatma Gandhi Institute of Medical Sciences  
AND  
ICMR-National Institute of Malaria Research**

This Memorandum of Understanding (MoU) is made between the Mahatma Gandhi Institute of Medical Sciences (hereinafter called "MGIMS"), having its office at Sevagram, Wardha 442102, Maharashtra. MGIMS is India's first rural medical college founded by Dr. Sushila Nayar in 1969. The college is recognized by Medical Council of India and is affiliated to Maharashtra University of Health Sciences, Nasik (MUHS). MGIMS is a research center for ongoing national and international projects with the objective to conduct appropriate and community-based research on priority health issues and promote research in Indian systems of medicine. The institute has been accredited with an "A" grade by NAAC in recognition of its academic, research and health care activities. MGIMS is attached to 972 bedded Kasturba hospital. The institute has highly equipped laboratories for diagnostic purposes. MGIMS expression shall, unless repugnant to the context thereof, mean and include its successors and assigns.

**AND**

**ICMR- National Institute of Malaria Research, New Delhi** (hereinafter called "ICMR-NIMR"), situated at Dwarka, Sector-8, New Delhi-110077, a premier Institute of Indian Council of Medical Research under Dept. of Health Research, Ministry of Family Welfare, Govt. of India. The primary mandate of this Institute is to provide an effective solution for Malaria using advanced tools in basic, applied and operational research. NIMR, New Delhi, functions as a headquarter with a strong network of well-developed laboratories carrying out research on most aspects of malaria along with 10 field units in malaria areas, which serve as a testing ground for new technologies. NIMR expression shall, unless repugnant to the context thereof, mean and include its successors and assigns; of the **SECOND PART.**

WHEREAS MGIMS and ICMR-NIMR wish to Establish a Partnership to Enhance Collaboration in Infectious Diseases Research and Training Related Activities in India, and

Each of the parties mentioned above, are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

HAVE decided to enter into MoU and agree as herein contained:

#### **ARTICLE – I Objectives**

1. The Parties hereby agree to promote cooperation in the field of infectious diseases by Conducting collaborative scientific research and training on malaria in understanding transmission dynamics, spill over, molecular epidemiology, develop capacity and diagnostic tools, and formulate community-based interventions that will benefit India and address broader global health challenges due to infectious diseases
2. Such cooperation shall be implemented by the following means:
  - (i) Development of joint research initiatives
  - (ii) Development and pursuit of joint proposals and submission to international sponsor agencies and or foundations
  - (iii) Faculty visits and exchange
  - (iv) Placement and exchange of post-doctoral candidates
  - (v) Hosting of joint conferences and symposia

#### **ARTICLE – II Implementation**

3. The MGIMS and ICMR-NIMR may name any member of their staff to work out the practical details of cooperation between the two organizations and in general to ensure proper and effective implementation of this MoU.
4. In order to support the development of this collaboration, both parties agree to review the progress of their collaboration every twelve months;
5. The authorized representatives for the purposes of this Agreement are Dean, MGIMS and Director, NIMR.

#### **ARTICLE – III Work Plans**

6. This MoU will be implemented with mutual agreement between MGIMS and ICMR-NIMR in development of joint research initiatives and pursuit of joint proposals and submission to national and international sponsor agencies and or foundations.

(d) The other party is obligated to produce pursuant to an order of the court of competent jurisdiction or a valid administrative or congressional subpoena, provided that the receiving party; (1) promptly notifies the other party; and (2) cooperates reasonably with the other party's efforts to contest or limit the scope of such order.

9. All Confidential Information shall remain the exclusive property of the disclosing Party. The parties agree that the disclosure of the Confidential Information do not grant or imply and license, interest or right to the Recipient in respect to any intellectual property right of the other Party. The non-use and non-disclosure obligations of this Agreement shall expire five (5) years from the Date of Disclosure. The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

#### **ARTICLE – V**

##### **Disclosure of Information**

10. MGIMS and ICMR-NIMR agree that except for a Court Order requiring disclosure, neither shall disclose Confidential Information to any third party without the written consent of the other.
11. The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

#### **ARTICLE – VI**

##### **Amendments**

1. Either Party may request in writing for any revision, amendment or modification of all or any part of this Agreement. Any revision, amendment or modification, agreed to between the Parties by mutual consent of both parties, shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this Agreement.

#### **ARTICLE – VII**

##### **Institutional Links**

2. Both Parties will establish inter-institutional links between their respective similar scientific research institutes and centres.

**ARTICLE – VIII**  
**Export Control**

3. The Parties hereby acknowledge that performance and obligations hereunder may be subject to applicable export laws, and, to the extent such controls are applicable, performance of some desired activities under this Agreement may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances to perform any function, activity, effort, proposal or program which is deemed by such Party to be restricted by any applicable export law, and any refusal to perform such function, activity, effort, proposal or program as a result of a decision not to obtain necessary clearances shall not constitute a breach of this Agreement.
4. **LIABILITY.** Both parties further agree that no employment relationship or partnership, express or implied, is created between them.
5. **WAIVER.** No waiver of any breach of any provision of this Agreement by any party shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the Party. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.
6. **GOVERNING LAW AND JURISDICTION.** **GOVERNING LAWS-** The Agreement is governed by and shall be construed in accordance with the laws of India.
7. **JURISDICTION.** The parties submit their disputes arising out of or in connection with this Agreement to the courts falling in the jurisdiction of the Courts of Delhi.
8. **CONFLICT OF INTEREST.** Both Parties warrant that this Agreement is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this Agreement. Both parties also agree that this Agreement will not be treated as a deterrent to allow similar activities or collaboration with other organizations.
9. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other party.



**ARTICLE – VIII**  
**Export Control**

3. The Parties hereby acknowledge that performance and obligations hereunder may be subject to applicable export laws, and, to the extent such controls are applicable, performance of some desired activities under this Agreement may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances to perform any function, activity, effort, proposal or program which is deemed by such Party to be restricted by any applicable export law, and any refusal to perform such function, activity, effort, proposal or program as a result of a decision not to obtain necessary clearances shall not constitute a breach of this Agreement.
4. **LIABILITY.** Both parties further agree that no employment relationship or partnership, express or implied, is created between them.
5. **WAIVER.** No waiver of any breach of any provision of this Agreement by any party shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the Party. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.
6. **GOVERNING LAW AND JURISDICTION. GOVERNING LAWS-** The Agreement is governed by and shall be construed in accordance with the laws of India.
7. **JURISDICTION.** The parties submit their disputes arising out of or in connection with this Agreement to the courts falling in the jurisdiction of the Courts of Delhi.
8. **CONFLICT OF INTEREST.** Both Parties warrant that this Agreement is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this Agreement. Both parties also agree that this Agreement will not be treated as a deterrent to allow similar activities or collaboration with other organizations.
9. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other party.



**ARTICLE IX**  
**Validity / Termination**

10. The MoU shall be effective from the date of its signing by both the Parties. It shall be valid for a period of five years. Either party may terminate this agreement with thirty (30) day notice.
11. The early termination of this Agreement will not affect the completion of any co-operation measures that were agreed under the annual work programs whilst it was in force;
12. In case of early termination of Agreement, any ongoing work which may have been agreed upon prior to the date of the termination of the Agreement, shall continue unless mutually agreed upon by both the Parties.
15. **ARBITRATION.** In the event of any dispute relating to the interpretation or performance of this Agreement, arising between the Parties, both Parties will first do their utmost to settle their dispute amicably;

In case of failure to resolve the dispute, the same shall be referred to the Arbitration of two Arbitrators: one to be appointed by Director, MGIMS and the other by the Director, ICMR-NIMR, and two such arbitrators shall appoint the third arbitrator as Presiding Arbitrator and that the three Arbitrators shall constitute the Arbitral Tribunal. Any award or decision of the Arbitral Tribunal shall be final and binding on both the parties and the arbitration proceedings shall take place under the Arbitration & Conciliation Act, 1996 or any statutory modification thereof. The cost of the arbitration proceedings shall be equally shared between the parties.

IN WITNESS, whereof, the two Parties hereunto have signed on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, in two originals in English.

For  
Mahatma Gandhi Institute of Medical  
Sciences

For  
ICMR-National Institute of Malaria  
Research (ICMR-NIMR), Dept of Health  
Research, Ministry of Health & Family  
Welfare, Govt. of India

Dean  
MGIMS  
Sevagram, Wardha  
Maharashtra - 442102

Director,  
ICMR-National Institute of Malaria Research  
(ICMR-NIMR), Dept of Health Research,  
Ministry of Health & Family Welfare, Govt. of  
India, Sector-8, Dwarka, New Delhi-75

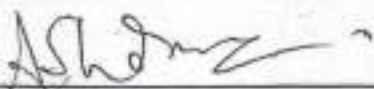
IN WITNESS WHEREOF, the parties have executed this Agreement on the date mentioned herein above at New Delhi.

Agreed and accepted by

Agreed and accepted by

ICMR-NIMR

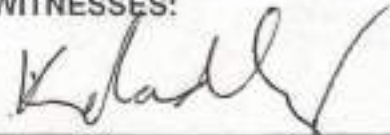
MGIMS



Authorized Signatory

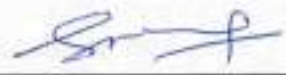

Authorized Signatory

WITNESSES:



Name  
Designation

Name Vishwas Ranade  
Designation Senior Assistant



Name  
Designation

Name SANGEEA NARANG  
Designation ADMIN. OFFICER





महाराष्ट्र MAHARASHTRA



25 JAN 2018

महाराष्ट्र लिपिक / उप-लेखापाल  
कोषागार कार्यालय, उर्बी.

© 2017 ©

SW 064400

### Memorandum of Understanding

Made at Wardha, on this 14 Day of March 2018

Between

Party No.1 : Kasturba Health Society, Sevagram henceforth called as Party No.1 or  
KHS, Sevagram

Party No.2 : The Office of Chief Officer, Municipal Council, Wardha through  
Distinct Health Authority, Wardha, henceforth called as Party No.2 or  
District Authority, Wardha

२२६८ / २९११८

विषय प्रकाश

कृषि मंडळी करणार आहेत का? होय/नाही

मिळविल्याचे योजनेचात वर्णन

मुद्रांक दिवस घेणाऱ्याची नांव व सही

हस्तो अंतल्यात त्यांचे नांव व पत्ता

दुसऱ्या पक्षधराचे नांव

मुद्रांक शुल्क रक्कम

मुद्रांक विक्रीत मापदूत सेतू केंद्र तर्फे व्हि. आर. पाठले,

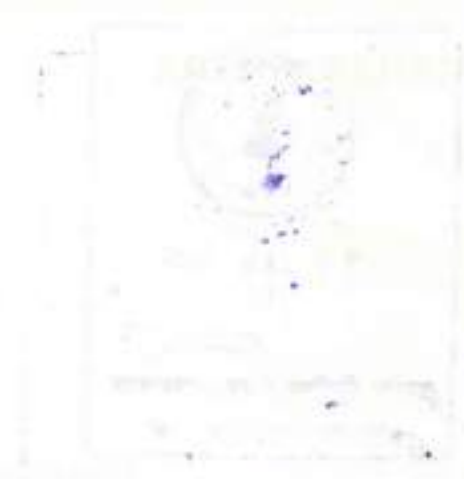
परवाना क्र. जुना १/२००४ नविन ४५०१००९.

विनिष्ठा कार्यालय, वरुडी.

या कारणासाठी ज्योती मुद्रांक जरेदी केला त्याची त्याच धारणासाठी

Secretary,  
Kasturba Health Society  
P. O. Sevagram, Wardha.  
Pin 442 102

स्वातंत्र्य पत्रे  
GKite



**MOU for the Strengthening and Effective Management of Urban Health Facilities in Wardha City under PPP Model to Kasturba Health Society Wardha**

- 1) The Kasturba Health Society (KHS) through Mahatma Gandhi Institute of Medical Sciences will have the control of Urban Health posts at Sanewadi and Pul Fail.
- 2) Kasturba Health Society already has a Urban Health Center at GMLF, Wardha (which already run OPD, a multispecialty OPD, Laboratory investigation facility and a licensed pharmacy) which will continue to look after the area around Hind Nagar, Sanewadi and Bapatwadi as envisaged for Urban Health Post in the area.
- 3) As far as the Pul Fail facilities is concerned, Kasturba Health Society is willing to take over it once the issue of encroachment is taken care of.
- 4) KHS through MGIMS will run OPD facility at Pul Fail. Based on the experience, the further extension of the activities will be decided after a review after one year.
- 5) The implementation of various programmes & maintenance of records as well the reporting system will be as per existing system and as per DHS instructions from time to time.
- 6) The KHS will have full freedom in technical supervision in the health posts area including introducing new techniques & innovations without hampering the National Health Programmes implementation.
- 7) The Programme performance reports of the will be evaluated by HOD Community medicine & will be forwarded to C.O. Municipal Council /DHO for further action and the same will be for regular monitoring & various programme activities.
- 8) The KHS will ensure to impart basic training & ensure CME in health care to all health functionaries of the health posts in order to improve their knowledge & skill.
- 9) The KHS will implement action oriented drives for various National Health Programmes activities.
- 10) A faculty member of the Community Medicine department will be posted at health posts to coordinate & supervise the day-to-day activities on behalf of HOD Community Medicine.
- 11) The KHS will also initiate Health System & Policy Research in the health posts area.

- 12) The HOD community medicine, MGIMS, or his representative will attend the monthly meeting of health posts at district level.
- 13) KHS will participate in day to day activities of both the health centres and will effectively monitor and supervise all activities of both the Health Centers however administrative and financial control will remain with CEO Municipal Council, Wardha. Further, mechanism will be developed to effectively implement the MOU. A Coordination Committee will be constituted of the following to look after this arrangement :
- i. Secretary, Kasturba Health Society
  - ii. Dean, Mahatma Gandhi Institute of Medical Sciences
  - iii. CO Municipal Council, Wardha
  - iv. DHO, Wardha
  - v. C S , Wardha
  - vi. HOD Department of Community Medicine, MGIMS
  - vii. Medical Officers of Health Posts, Wardha

It is expected that the Coordination Committee will be initially have monthly meetings and later on will meet on quarterly basis to ensure review of the progress and to decide strategy to implement PPP model.

The Professor & Head, department of community medicine, MGIMS, will be responsible to exercise technical control

14. The above MOU will be implemented initially for three year and will be reviewed based on the performance of both the Health posts for further continuation.

This MOU is signed on 14 Day of March 2018, in the witness of following personnel / parties.

**Party No.1**

  
Secretary,  
Kasturba Health Society, Sevagram

  
Witness 1) Dr.K.R.Patond, Dean,  
Mahatma Gandhi Inst. Of  
Medical, Sciences, Sevagram

**Party No.2**

  
Chief Officer,  
Municipal Council , Wardha

Witness 2)

**Date : \_\_\_ March 2018**



महाराष्ट्र MAHARASHTRA



25 JAN 2018

पुणे जिल्हा / जव-सेवग्राम  
महाराष्ट्र शासक, पुणे.

© 2017 ©

SW 064399

### Memorandum of Understanding

Made at Wardha, on this 1<sup>st</sup> Day of March 2018

Between

Party No.1 : Kasturba Health Society, Sevagram henceforth called as Party No.1 or KHS, Sevagram

Party No.2 : The Office of Chief Executive Officer, Zilla Parishad, Wardha through Distict Health Authority, Wardha, henceforth called as Party No.2 or District Authority, Wardha

**MOU for the Strengthening and Effective Management of two Primary Health Centres – Talegaon (Talatule) and Anji to Kasturba Health Society, Sevagram under PPP Model**

1. The Kasturba Health Society (KHS) through Mahatma Gandhi Institute of Medical Sciences will have <sup>overall technical</sup> ~~the~~ control of Primary Health Centres at Talegaon and Anji. ~~The MGIMS will have only Technical Control.~~ The Administrative & Financial Control will remain with CEO, Zilla Parishad & DHO.
2. The implementation of various programmes & maintenance of records as well the reporting system will be as per existing system and as per DHS instructions from time to time.
3. The KHS will have full freedom in technical supervision in the PHCs area including introducing new techniques & innovations without hampering the National Health Programmes implementation.
4. The Programme performance reports of the PHC will be evaluated by HOD Community medicine, MGIMS Sevagram & will be forwarded to DHO for further action and the same will be for regular monitoring & various programme activities.
5. The KHS will extend specialists visits to both the PHCs.
6. The KHS will ensure to impart basic training & ensure CME in health care to all health functionaries of the PHCs in order to improve their knowledge & skill.
7. The KHS will implement action oriented drives for various National Health Programmes activities.
8. A faculty member of the Community Medicine department will be posted at PHC to coordinate & supervise the day-to-day activities on behalf of HOD Community Medicine.
9. The KHS will also initiate Health System & Policy Research in the PHCs area.
10. The HOD community medicine, MGIMS, or his representative will attend the monthly meeting of PHC at district level.
11. KHS will participate in day to day activities of both the health centres and will effectively monitor and supervise all activities of both the Primary Health Centers. Further, mechanism will be developed to effectively implement the

MOU. A Coordination Committee will be constituted of the following to look after this arrangement :

- i. Secretary, Kasturba Health Society
- ii. Dean, Mahatma Gandhi Institute of Medical Sciences
- iii. DHO, Wardha
- iv. HOD Department of Community Medicine, MGIMS
- v. Taluka Medical Officer, Wardha

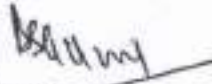
It is expected that the Coordination Committee will be initially have monthly meetings and later on will meet on quarterly basis to ensure review of the progress and to decide strategy to implement PPP model.


The Professor & Head, department of community medicine, MGIMS, will be responsible to exercise technical control

12. The above MOU will be implemented initially for three year and will be reviewed based on the performance of both the Primary Health Centres for further continuation.

This MOU is signed on 1<sup>st</sup> Day of March 2018, in the witness of following personnel / parties.


Party No.1

  
Secretary,  
Kasturba Health Society, Sevagram  
**Secretary.**  
Kasturba Health Society  
F. O. Sevagram, Wardha.  
Pin 442 184

  
Witness 1) Dr.K.R.Patond, Dean,  
Mahatma Gandhi Inst. Of  
Medical, Sciences, Sevagram  
**DEAN**  
Mahatma Gandhi Institute of  
Medical Sciences, SEVAGRAM.

Party No.2

  
Chief Executive Officer,  
Zilla Parishad , Wardha

Witness 2)   
Dr. Ajay Dairale  
DHO Wardha.

Date : 01.03.2018

82680 29/18

नाम वधवा वाच धर्मा धनु. क्रमांक..... / दिनांक...../.....

वस्तुवाचा प्रकार .....

वस्तु नोंदणी करणार जाहेत का ? होय/नाही

मिलकतीचे घोडक्यात वर्णन .....

मुद्रांक विकत घेणाऱ्याची नांव व सही .....

हस्तो असल्यास त्याचे नांव व पत्ता .....

दुसऱ्या पक्षकाराचे नांव .....

मुद्रांक शुल्क रक्कम .....

मुद्रांक विक्रेता ग्रामदूत सेतू केंद्र तर्फे वि. अर. घाटले, .....

परवाना क्र. जुना १/२००४ नविन ४५०२००६

विविधा कार्यालय, वरुडी.

व्या. कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच पक्षकाराचे

Secretary,  
Kasturba Health Society  
P. O, Sevagram, Wardha  
Pin 442 102

खरीदारी करत आहे  
Bkite







**Faculty of Health Sciences**  
**Medical School for International Health**  
in collaboration with Columbia Univ. Medical Center

הפקולטה למדעי הבריאות  
בית הספר לרפואה בינלאומית  
בשיתוף המרכז הרפואי האוניברסיטאי קולמביה

Department of Community Medicine  
M. G. I. M. S; SEWAGRAM.

Despatch No. :- 2166

Date :- 13/7/06

29.06.06

Prof. B. S. Garg  
Head, Department of Community Medicine  
Phone: 0091-7152-284341/ Ext 253  
Fax: 0091-7152-28731 or 0091-7152-284333

Dear Prof. Garg,

Enclosed please find the "Letter of Agreement" between Mahatma Gandhi Institute of Medical Sciences and the Medical School for International Health, Faculty of Health Sciences, Ben-Gurion University of the Negev signed by the Dean of MGIMS and the Dean of the Faculty of Health Sciences, Ben-Gurion University.

Also enclosed is a Manual for the Clerkship in International Health and Medicine, 2007 at MGIMS.

We look forward to a successful IHM Clerkship and future cooperation.

Sincerely,

*Miki Karplus*

Prof. Miki Karplus  
Coordinator  
International Health and Medicine Track

*Forwarded to Dean  
BSG  
13/7/06*

*ms. Malak K  
file.  
Praj*

*14/7*

## Memorandum of Understanding

This Memorandum of Understanding regarding the dictum of understanding reached between the medical institutions named below at Sewagram, India on this 27<sup>th</sup> day of December 2005 –

1. Medical School for International Health,  
Faculty of Health Sciences  
Ben-Gurion University of the Negev  
through Dean,  
Faculty located at Beer Sheva, Israel

Hereinafter referred to as MSIH

2. Mahatma Gandhi Institute of Medical Sciences  
through Dean having its establishment at Sewagram,  
District Wardha, Maharashtra, India

Hereinafter referred to as MGIMS

The understanding for imparting the training to the students for better health delivery to community with the limited sources as a collaboration project has been reached between the two institutions named above which are devoted for promoting community health. The salient features and major guidelines laid down for carrying out the project are described in brief hereunder:-

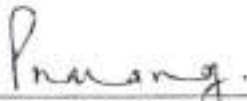
1. **Objectives** - To impart the training to the students for delivery of better community health services in the context of socio – cultural – economic related health issues and management thereof.
2. **Training Programme** – The training programme will cover the major community health problems and the availability of health services with reference to socio-economic issues related to health in the context of living conditions and

life style and to promote the of research for improving the access to health care. Such programmes shall be carried out under supervision of staff of MGIMS, Sewagram and the academic coordinator of IHM Clerkship. It will consist of community health and clinical rotations and will also include a project on relevant public health problems.

3. **Training** - Training will be known as International Health & Medicine (IHM) Clerkship and shall consist of community health and clinical rotation and understanding the public health project.
4. **Terms** - No specific terms for carrying out this project is fixed. The programme will be planned each year as per the mutual convenience to both the institutions.
5. **Duration of IHM Clerkship** – The curriculum discussed and demonstrated by the objective paper shall be for 7 weeks.
6. **Beneficiaries** – The students notified by MSIH well in advance shall only be entitled to participate under this project. The students so deputed shall bear the cost of their to and fro Sewagram journey, stay, food, study material etc. The students so deputed shall have to observe the Code of Conduct stipulated by the MGIMS from time to time for its students and before resuming training programme shall execute the understanding accepting -
  - a) The Code of Conduct specified by MGIMS for the foreign students like observing vegetarian and eschewing from alcohol and smoking on the campus.
  - b) Punctuality in entrusted assignments
  - c) Submission of report of their IHM Clerkship
  - d) Adherence to the discipline specified by MGIMS and the Head of the Department of concerned departments.

7. **Consideration** – MSHI shall pay a tuition fee for each student and assistant so deputed to MGIMS. MSHI also shall assist the MGIMS in faculty development.
8. **Principle of Mutuality** - MGIMS shall equally be competent to depute the students, staff for academic purpose to MSHI on such terms and conditions as may be mutually agreed from time to time.

Accepted

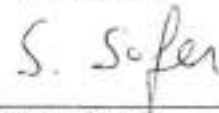


Dr. (Mrs. P. Narang),  
Dean,  
Mahatma Gandhi Institute of  
Medical Sciences, Sewagram,  
Dist. Wardha, Maharashtra,  
India

**DEAN,**  
**Mahatma Gandhi Institute of**  
**Medical Sciences, SEWAGRAM.**



Accepted



Prof. Shaul Sofer,  
Dean,  
Faculty of Health Sciences,  
Ben-Gurion University  
of the Negev,  
Beer Sheva, Israel





**AGREEMENT  
regarding placement of students**

between the parties

**Mahatma Gandhi Institute of Medical Sciences**

and

**Maastricht University**

**Mahatma Gandhi Institute of Medical Sciences (MGIMS)**, having its principal office at **P.O.Sevagram, District Wardha, State Maharashtra-442102 India** legally represented by **Dr.(Prof) N.M.Gangane, Dean, MGIMS**, hereinafter referred to as **MGIMS**

and

**Maastricht University**, more in particular the Faculty of Health, Medicine and Life Sciences (FHML), having its principal office at **Minderbroedersberg 4-6, 6211 LK Maastricht, the Netherlands**, legally represented on behalf of the President of the Executive Board by the dean FHML, hereinafter referred to as 'UM'.

**MGIMS** and UM shall also individually be referred to as 'University' and collectively as 'Universities'.

Whereas:

- UM is an international university which stands out for its innovative approach to learning (problem based learning concept) and international outlook;
- **MGIMS is a leading medical institution in India having national and international appreciations for excellence in guiding to students.**
- UM has explored the possibilities for the placement of student at MGIMS;
- The Universities agree to implement this Agreement under the terms and conditions hereinafter set forth.

Therefore, the Universities agree as follows:

**Article I DEFINITIONS**

'Agreement' refers to this Agreement including its Annex;

'Student' refers to the student who will follow a programme at the MGIMS

**Article II PURPOSE**

1. UM is willing to offer the Students the opportunity to gain educational and research experience abroad and MGIMS is willing to provide various programmes in several fields of education and research for these Students.
2. The programmes the MGIMS will provide under this Agreement and their specific arrangements, rules and regulations are described in the Annex to this Agreement.



### **Article III                    CONDITIONS PLACEMENT**

1. During the term of this Agreement UM may send Students to MGIMS for the term as defined in the Annex. The number of Students will be agreed to in advance on an annual basis.
2. The Universities agree that the Students must enrol full-time and must satisfy the normal admission requirements and language pre-requisites of each programme in which they wish to enrol, as determined by the MGIMS. All subjects or programmes undertaken are to be approved by the UM of each Student prior to the exchange commencing.
3. The academic performance records of each Student will be sent directly to the UM, provided that the MGIMS has obtained the Student's written consent to do so. If a Student refuses to provide that consent, the MGIMS can refuse to accept that Student. It will be the responsibility of the UM to determine the amount of credits each Student may receive on the basis of programmes undertaken during the placement.
4. The UM agrees that all Students will be subject to the rules, regulations and procedures as specified in the MGIMS handbooks or at the MGIMS website ([www.mgims.ac.in](http://www.mgims.ac.in)) for the academic year they enrol. UM will notify the Students of this requirement. They will also have the rights and privileges enjoyed by other visiting students at the MGIMS.

### **Article IV                    ACCOMMODATION**

MGIMS will assume responsibility for assisting Students to find appropriate accommodation, either on or off campus, providing applications are received by the due date, MGIMS agrees to notify Students that:

- A. those who are living in on-campus residences at a MGIMS abide by the MGIMS rules, procedures and accepted standards of behaviour of such residences;
- B. all accommodations expenses shall normally be paid by the Student;
- C. all costs associated with exchanges shall be the responsibility of the Students involved,
- D. all necessary visa documents, payment of passport and other travel arrangements and associated expenses, domestic and foreign, shall be the responsibility of the participating Student.

### **Article V                    STUDY FACILITIES**

Depending upon the facilities available or at par with the local students, the Students will have free access to relevant and up-to-date study and reference books provided in department or university libraries and to a computer with internet connection.

### **Article VI                    CONFIDENTIALITY**

1. The Student and/or the UM will not, except as expressly authorized by the MGIMS or required by law, disclose to any third Party any Confidential Information disclosed during a programme.



2. The MGIMS will comply, and use all reasonable endeavours to ensure that the Students and the UM's respective coordinators comply with the MGIMS privacy policy and all applicable laws (i.e. laws which apply to Medical Records).
3. Where necessary, the MGIMS will facilitate in a timely manner the execution of any document (including a deed of privacy and confidentiality) required by the MGIMS to enable a Student to undertake a programme.

## **Article VII INSURANCE**

### *For the student:*

- A. **Liability insurance:** The MGIMS will not provide visiting students with liability nor with personal property insurances. Visiting students are held responsible to timely arrange these insurances themselves.
- B. **Malpractice insurance (if applicable):** if visiting students need individual malpractice insurance, the MGIMS will arrange for such insurance. Any payment for insurance premium will be settled by the respective Universities; the MGIMS is requested to get in contact with UM about this.
- C. If necessary, the MGIMS will assist visiting students to obtain any local insurance, but such assistance shall not include financial assistance.
- D. **Health insurance:** visiting students are held responsible to timely arrange a health insurance
- E. **Travel insurance:** visiting students are held responsible to timely arrange travel insurance.

### *For the University:*

- A. **General/Public Liability Insurance:** The University will maintain a public liability insurance of €10,000,000 per case and €20,000,000 on an annual basis with a worldwide cover.
- B. **Professional Indemnity Insurance (if applicable)** of at least €10,000,000 per year.
- C. **Malpractice Insurance (if applicable):** The University will maintain a Malpractice Insurance of €1,000,000 per case and €3,000,000 per aggregate case and €5,000,000 on an annual basis with a worldwide cover.

Whether the MGIMS insurance policies extend to include the visiting student, will depend on nature and scope of that insurance from time to time, and should be confirmed by the Universities prior to placement.

## **Article VIII SUPPORT OF THE AGREEMENT**

1. It is understood that both Universities shall support and promote the spirit of this Agreement and facilitate as much as possible the academic progress, physical relocation and cultural orientation of all relevant students.
2. It is further understood that the absence of placements during any or one academic year is possible and does not nullify this agreement.
3. The obligations of the Universities under this agreement are only for the participant students and do not include spouses or dependants of those students.
4. Any placement of a Student may be summarily terminated by the MGIMS where the MGIMS forms the view, based on careful research, that the Student has committed an act of serious and willful misconduct or fails to meet any obligations set down in this agreement. Before termination the MGIMS will seek contact with the UM to discuss the matter.



## **Article IX PERSONAL DATA PROTECTION**

Each University shall comply with the applicable laws and regulations, the General Data Protection Regulation (EU, 2016/679) with regard to the processing of personal data in relation to all personal data that one University receives from the other University.

The University who receives the personal data (the "Receiving University") is only obliged to comply with foreign and unknown (applicable) laws and regulations if and after the University who discloses the personal data (the "Disclosing University") has provided written instructions and compliance is reasonably possible.

1. The purposes of the processing of the personal data will be to, among other things:
  - (a) Enrol, and administer the students;
  - (b) Provide students with tuition and supervision;
  - (c) Monitor the performance of the students.
  
2. Each University guarantees that the personal data is only processed where necessary for and proportionate in relation to the specific purposes above, pursuant to the operation of the Agreement. Each University guarantees that the personal data processed is correct, up to date, relevant and accurate.
  
3. The data subjects whose data are being processed in the administration of Universities in relation to this Agreement will be limited to students who participate in this placement programme.
  
4. The data subject must have a right of access to all data relating to him/her that are processed and, as appropriate, the right to the rectification, erasure or blocking of data the processing of which does not comply with this article, in particular because the data are incomplete or inaccurate. He/she should also be able to object to the processing of the data relating to him/her on compelling legitimate grounds relating to his particular situation.
  
5. Student data will include but is not necessarily limited to:
  - (a) Full name;
  - (b) Date and place of birth;
  - (c) Gender;
  - (d) Home address;
  - (e) Email address;
  - (f) Telephone number;
  - (g) Nationality.
  
6. Each University (the "Receiving University") guarantees, when processing – in its widest sense – personal data received from the other University, that it shall:





- (a) only process personal data in accordance with the purposes for which the University disclosed the personal data (the "Disclosing University") and in accordance with the instructions of the Disclosing University or as is necessary for the Disclosing University to fulfil its obligations under the applicable law;
  - (b) take any and all appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected, having regard to the standards set by applicable laws and regulations, the state of the art and the cost of implementation;
  - (c) give the Disclosing University notice in writing as soon as reasonably possible should it be aware of, or reasonably suspect, that any of the events referred to in this Article 6 sub (b) has occurred and shall promptly take all steps necessary to remedy the event and prevent its re-occurrence;
  - (d) not retain personal data for any longer than is necessary for the purposes for which the Disclosing University disclosed the personal data;
  - (e) limit disclosure of such personal data to its employees on a need to know basis and only for the purposes of processing for which such personal data was disclosed by the Disclosing University;
  - (f) not to disclose or transfer any personal data received from the Disclosing University to any third party without the prior written approval of the Disclosing University, and upon such additional terms and conditions which the Disclosing University may impose on it for such disclosure or transfer; and
  - (g) where the personal data is to be transferred to another country, to not do so unless the written and informed consent of the data subject whose personal data is to be transferred to another country has been obtained except where an exception to such consent under the applicable law applies. Where the personal data is to be transferred to another country, to take any and such additional measures as are necessary to secure that personal data is transferred in accordance with the requirements of the applicable law.
7. Notwithstanding anything to the contrary, the Receiving University undertakes to indemnify and at all times hereafter to keep the Disclosing University indemnified against any and all losses, damages, costs, claims, demands, liabilities (including full legal costs of a solicitor) which may be suffered or incurred by the Disclosing University or asserted against the Disclosing University by any person, party or entity whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of any breach of any of the provisions in this article, unless, and to the extent, a Receiving University has proven losses, damages, costs, claims, demands, liabilities was the result of wilful misconduct or



gross negligence on the part of the Disclosing University. Indemnification is contingent upon the party being indemnified promptly notifying the other party of a claim, the indemnifying party having sole control of the defence and settlement of such claim and the indemnified party providing reasonable cooperation and assistance to the indemnifying party in defence of such claim.

8. Termination of this Agreement at any time, in any circumstances and for whatever reason does not exempt parties from the obligations and/or conditions under this article as regards the processing of the data transferred

#### **Article X INDEMNIFY**

The UM agrees to indemnify and keeps indemnified the MGIMS, their officers, employees, contractors, teaching staff and agents (those indemnified) against all liability, claims, demands, actions, damages, costs (including but not limited to legal costs on a solicitor/client basis) taxes, charges and expenses or other liabilities that may be made, brought against, suffered, sustained or incurred by those indemnified directly or indirectly arising out of, in relation to, or in connection with:

- A. the Students in relation to a negligent or unlawful act or omission or willful default or breach of duty of the UM, its employees, contractors, agents or Students;
  - B. a breach by the UM, its employees, Students or agents of this Agreement;
  - C. a breach by Students of the Deed Poll of Confidentiality (if applicable);
- The indemnity under this clause is reduced to the extent the liability is caused or contributed to by the negligent act or omission of the Host University.

The indemnity in this clause 9 is a continuing indemnity and survives the termination of this Agreement.

The MGIMS agrees to indemnify and keeps indemnified the UM, their officers, employees, contractors, teaching staff and agents (those indemnified) against all liability, claims, demands, actions, damages, costs (including but not limited to legal costs on a solicitor/client basis) taxes, charges and expenses or other liabilities that may be made, brought against, suffered, sustained or incurred by those indemnified directly or indirectly arising out of, in relation to, or in connection with a breach by the MGIMS, its employees or agents of this Agreement;:

#### **Article XI DURATION OF THE AGREEMENT**

1. This Agreement shall become effective upon signing by both Universities and its implementation will begin as soon as UM has selected qualified and appropriate individuals ready to participate in a placement.
2. This Agreement will be valid for five years and will be renewed subject to mutual agreement by both Universities. Either University can terminate this Agreement:
  - a. by proving at least 12 months' notice to the other University;
  - b. after careful consultation, in case a University is in breach of any obligation or undertaking hereunder if such breach has not been remedied within three (3) months of a notice given in writing by the other University, without prejudice to any other remedy at law;
  - c. immediately in case a University becomes bankrupt or insolvent or ceases to conduct business in the normal course;





3. The event of termination will not affect Students already engaged in this Agreement from completing their activities at the MGIMS.
4. Revisions or modifications may be proposed at any time but are only binding if agreed in writing and signed by the authorized delegate of each University in writing.
5. This Agreement will be evaluated six (6) months before ending. Based upon this evaluation, the Universities decide to renew or continue their cooperation by mutual agreement.

#### Article XII APPLICABLE LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed by and construed in accordance with the law of the Netherlands.
2. In case of a problem experienced during the placement, the Student will, in first instance consult the MGIMS.
3. Any dispute arising between the Student and the MGIMS will be presented to the UM for amicable settlement.
4. Any dispute arising out of or in connection with the execution or the interpretation of this Agreement
  - a. In the first instance representatives of the Universities shall meet to endeavor to settle such dispute amicably by negotiation in good faith.
  - b. If the Universities are unable to settle such dispute by negotiation then the Universities will attempt to settle such dispute by non-binding mediation, using Skype or other video-conferences options.
  - c. If the Universities are unable to settle such dispute by mediation then the dispute will be settled by arbitrage under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration proceedings will be held in English. The place of arbitration will be Maastricht.

Thus agreed and signed in duplicate

MAHATMA GANDHI INSTITUTE OF MEDICAL SCIENCES	MAASTRICHT UNIVERSITY*
	
Name: Dr. (Prof) N.M. Gangane Title: Dean, MGIMS Date: 12/08/2018	Name: Prof. dr. A.J.J.A. Scherpoeter Title: Dean FHM Date: 31-08-2018

\*Signatures to this Agreement transmitted by fax or by electronic mail in 'portable document format' (pdf) will have the same effect as physical delivery of the paper document bearing the original signatures.



## **ANNEX – CLINICAL ELECTIVE**

### **Specific arrangements with regard to clinical electives in master programme Medicine FHML**

#### **NUMBER OF STUDENTS**

**Mahatma Gandhi Institute of Medical Sciences** hereafter mentioned as **MGIMS** and **Maastricht University, Faculty of Health, Medicine and Life Sciences (UM/FHML)** have agreed to receive max. 8 students per discipline per academic year.

#### **CLINICAL ELECTIVE DISCIPLINE(S)**

- Gynaecology/Obstetrics
- Paediatrics

#### **DURATION OF THE CLINICAL ELECTIVE**

- Each individual elective lasts 8 or 10 weeks

#### **PROGRAMME AND EVALUATION CLINICAL ELECTIVE**

- The programme should at least include:
  - Encounters with patients in the outpatient department;
  - Encounters with patients in the hospital wards;
  - Participation in Grand Rounds; case presentations and discussions;
  - Supervision and feedback by a limited number of clinicians for at least 3.5 hours per week. One of these clinicians should act as the student's personal preceptor.
- The student should be assessed by his/her preceptor in the host institution as well as by the mentor at UM.
- Both UM/FHML and MGIMS agree to keep in contact through their respective international offices on a regular basis and to report experiences or provide specific information as requested.
- The host institution agrees to a possible visit of a Maastricht elective coordinator.

#### **FINANCIAL ISSUES**

Maastricht medical students will not be charged tuition fees by the host institute. Students may be required to pay certain ancillary fees (for example, for on-campus health and sports facilities, transportation and room-rent) or fees as listed in the calendars of the host institute.

- The host institution will receive €60 per week per student per offered elective.



- B. Payment will be settled by bank transfer in accordance with the number of students received for electives. Each year in September the host institution will be informed about the payment.
- C. Each year in September the host institute will be informed about the payment.

## **HEALTH**

The universities will inform their students if PEP (HIV Post Exposure Prophylaxis) is detected. In that case the universities will inform each other as soon as possible.

