

Memorandum of Understanding

This Memorandum of Understanding Agreement is made on the 01st January, 2021 between:

Department of Economics, Vivekananda College, Tiruvedakam West, Madurai District, Tamilnadu - 625 234, an Autonomous College affiliated to Madurai Kamaraj University, Madurai, represented by Principal (Name), hereafter called the 'Vivekananda College' which term wherever the context so requires or admits shall mean and include its successors in office, assigns and authorized persons, of the one part

AND

ICMR-National Institute for Research in Tuberculosis (NIRT) [Formerly Tuberculosis Research Centre (TRC)], is a permanent institute under the Indian Council of Medical Research (ICMR) which is an autonomous body under the Department of Health Research, Government of India, Ministry of Health and Family Welfare. ICMR-NIRT is constituted as society having its registered office at No 1 Mayor Sathyamoorthy Road, Chetpet Chennai – 600 031 Tamil Nadu represented by Dr. C. Padmapriyadarsini, Director, ICMR-NIRT hereafter called the 'ICMR-NIRT' which term wherever the context so requires or admits shall mean and include its successors in office, assigns and authorized persons, of the other part

Chennal-31. Cell: 9382895090

Preamble:

- A) WHEREAS Vivekananda College was started by Founder-President Swamiji Chidhbhavanandhaji Maharaj of Sri Ramakrishna Tapovanam, Tirupparaitturai, Trichy in the year 1971. Vivekananda College is a residential college functioning under Gurukula pattern. It is Man-making education that is imparted in this institution. Culture, character and curriculum are the three facets of ideal education that make man a better man. The Gurukula system of Training is a humble and systematic attempt in reviving the age old GURUGRIHAVASA for wholesome education. Attention to physical culture, devotion to duty, obedience to teachers, hospitality to guests, zest for life, love for the nation, and above all, humility and faith in the presence of God etc. are the values sought to be inculcated. All steps are taken to ensure the required atmosphere for the ideal life training. Vivekananda College is an aided college and affiliated to the Madurai Kamaraj University, Madurai. The college was recognized as College with Potential for Excellence by UGC. The Department of Economics was established in the year 1973-74 under the Vivekananda College. It is one of the oldest Departments at our college. The Department offers B.A. Economics, Certificate Course in Salesmanship and Certificate Course in International Business. As a part of the curriculum of the B.A. Economics Programme. The department is carrying out research and training in all aspects of economics and offers doctoral research courses for the post graduate students.
- B) WHEREAS ICMR-National Institute for Research in Tuberculosis (NIRT) [Formerly Tuberculosis Research Centre (TRC)], is a permanent institute under the Indian Council of Medical Research (ICMR) which is an autonomous body under the Department of Health Research, Government of India, Ministry of Health and Family Welfare. ICMR-NIRT is a Supranational Reference Laboratory and a WHO Collaborating Centre for TB Research and Training. Recently, an International Centre for Excellence in Research (ICER) in collaboration with NIH was established at the Centre. ICMR-NIRT functions from three campuses at Chennai, Thiruvallur and Madurai. ICMR-NIRT conducts health research with specific focus on Tuberculosis disease and also pursues research in health care issues of national priorities including HIV/AIDS and SARS-CoV-2. ICMR-NIRT's key research activities divisions include clinical research, microbiological research, basic science research, epidemiological research, health economics, Health Technology Assessment and socio behavioral research. ICMR-NIRT conducts program evaluations, economic evaluations, operational research in broad interdisciplinary areas related to Tuberculosis and other diseases of priorities.
- C) WHEREAS both the Parties to this MoU are guided by a common vision and research approaches covering similar thematic areas like Health Economics and Sustainable Development Goals. Both the institutes share common interests towards achieving public health goals of the country, achieve health equity and community development and empowerment goals; implement research intended to achieve sustainable development goals of ending the TB

epidemic and the adverse socio economic consequences of the disease at national and subnational levels. Both the parties have therefore entered into this Memorandum of understanding agreement. This agreement will be based on mutual trust, transparency and cooperation between the parties.

- D) WHEREAS the broad purpose of this MoU is a step towards enabling both the parties to the MoU to work together effectively to enhance the impact of economic, social, operational, and health system research and interventions for addressing the major public health issues of the country, with emphasis on tuberculosis other diseases of national priority. To enhance and sustain the impact of economic research driven health interventions across communities and geographies, to establish the mutual support to enhance the capacity building in health research and related socio-economic research.
- E) WHEREAS both the parties to this MoU agreed to enter in to this agreement and both the parties conveyed their willingness to act as such; and after due deliberations, discussions and negotiations, the parties have agreed to work together and have agreed to reduce the agreement in writing now therefore, this agreement witnesses as under: -

1. SCOPE OF WORK:

- 1.1 Both parties agree to contribute relevant resources and strengths pursuant to its commitment and in furtherance of objectives of this MOU.
- 1.2 Both the parties after considering their objectives and strengths have agreed:
 - To have an understanding for collaboration to undertake research with specific focus on health economics, socio-economic research and operational research aspects of tuberculosis and other health and related developmental issues of national priority.
 - Extending health economics and socio-economic research knowledge and expertise mutually for both researchers, academics and students in both the organizations to carry out the said research with specific focus on health economics, socio-economic research in a mutually beneficial way.
 - Building research capacity for the students in the disciplines of health economics research, Health Technology Assessment, socio-economic research behavioral economics research, operational and implementation research.
 - Practical exposure, guest lecture, internship programme, workshop, conferences for the students of Vivekananda College in the disciplines of health economics

research, Health Technology Assessment, Behavioral Economics research, socioeconomic research operational and implementation research.

- > Publish papers and generate Intellectual Property Rights (IPR) benefitting both the Institutions.
- Specific terms, conditions and procedural aspects of collaboration, there will not be any financial commitment on the part of either institution on account of this MoU 1.3

TERM/PERIOD:

- This Memorandum of Understanding Agreement is effective from 1st Januay, 2021 to 31st December, 2026 and shall be automatically terminated on expiry of the term, unless 2.1 otherwise modified or further extended subject to such other terms and conditions as may be mutually agreed upon. There will not be any financial commitment on the part of either institution on account of this MoU
- This MoU may be terminated by either party by giving three months notice in writing to the other party. Either of the parties shall honor within a mutually agreed period, the 2.2 outstanding commitments, if any, as on the date of termination.

TERMS & CONDITIONS: 3

- Words importing the singular only also include the plural and vice versa without in either 3.1 case altering the meaning of the context.
- Both parties hereunder agree that any information disclosed by one party to the other 3.2 shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization that has a need to know for purposes authorized by the relevant agreement. All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on need to know the basis for the execution of the work.
- The obligations that are created under this MoU on either party as well as through 3.3 subsequent relevant agreements on either party shall be duly discharged during the term of the MoU and agreement and after their expiry/termination.
- Both parties can seek intellectual property rights on joint names of the parties as mutually 3.4 agreed on case to case basis.

- 3.5 Intellectual property generated during the activities under the MoU shall be shared jointly. The extent of ownership shall be shared by the parties proportionally to their respective intellectual, material and financial contributions.
- 3.6 The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by the Steering Committee.

4 PUBLICATION & PATENT

4.1 Publications, if any, in respect of the activity under this MoU shall be in the names of involved personnel from both the parties. The authorship order should be given according to preference of the work done and its importance to that outcome. In all publications (papers, reports, etc.,) it will be duly acknowledged that the work has been carried out by/in ICMR- NIRT and Vivekananda College under this MoU between the parties.

5 NOTICIES:

- 5.1 All notices and other communications required to be served on ICMR-NIRT under the terms and this MoU shall be considered to be duly served, if the same is delivered at or posted by email or registered mail to the ICMR-NIRT. Similarly, any notice to be given to the Vivekananda College shall be considered as duly served, if the same is delivered at or posted by email or registered mail to the Vivekananda College.
- 5.2 Notices and communications concerning this agreement shall be addressed to the respective people as follows:

For Vivekananda College	For ICMR-NIRT
Dr. P. Pattinathar	Dr. M. Muniyandi
Head of the Dept. of Economics	Scientist-D & Head, Dept. of Health
Vivekananda College,	Economics
Tiruvedakam West,	ICMR-National Institute for Research in
Madurai, Tamil Nadu - 625 234	Tuberculosis (ICMR-NIRT)
Tel: 4543-258234, 260257	No.1, Mayor Sathyamoorthy Road, Chetpet
Mob: +91 9786907211	Chennai - 600031
economics@vivekanandacollege.ac.in	Tel: + 919840137837
	muniyandi.m@nirt.res.in

6 ARBITRATION:

6.1 In the event of any dispute or difference between the parties hereto, such differences shall be resolved amicably by mutual consultation. Where it could not be resolved so, then it shall be referred to arbitration of two Arbitrators, one to be appointed by each party to the dispute and in case of difference of opinion between the said two Arbitrators, then to an umpire appointed by the said two Arbitrators. The decision of the said Arbitrators or Umpire as the case may be shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by the arbitrators or umpire and the arbitration proceeding shall be as provided under the Arbitration and Conciliation Act, 1996

7 **JURISDICTION**:

7.1 All legal disputes shall be subjected to the jurisdiction of the courts in Chennai, State of Tamil Nadu only.

8 Modification

8.1 No modification to this MoU shall be binding unless made in writing and signed by both parties.

9 FORCE MAJEURE:

9.1 Any of the parties here to shall not be released from its obligations for any reason except for force majeure such as war, strike, fire, acts of God or other causes beyond control of the parties. IN WITNESS WHEREOF, the parties hereto have executed this MoU as of the date first above written.

For and on behalf of Vivekananda College WITNESS Dr. P. Pattinathar Head of the Department of Economics M. Church M. ARULMARAN
Assistant Professor J. Emmi
Vive Komander College,
Tinvedakom West-625234 Dr. T. Venkatesan Principal Vivekananda College Tiruvedakam West Madurai-625 234 For and on behalf of ICMR-National Institute for Research in Tuberculosis By: M. Muiy 30/12/22 (SIGNATURE) Dr. M. Muniyandi Scientist-D & Head of the Dept. of Health Economics Dr. C. Padmapriyadarsini Director ICMR-National Institute for Research in Tuberculosis Chetpet, Chennai डॉ.सी. पद्मप्रियदीलनी / Dr. C. Padmepriyadarsini निदेशक / Director आई सी एम आर - राष्ट्रीय यक्ष्मा अनुसंधान संस्थान ICMR-National Institute for Research in Tuberculosis नं:1, सत्यमूर्ती रोड / 1, Sathyamoorthy Read, चे:रपेट,चेन्ने 600 031 / Chetpet, Chennal-000 031.