

## Memorandum of Understanding

Title of the study.....

### 1.0 THE AGREEMENT

**1.1 THIS AGREEMENT** made and entered into on - day of -, --, between Central Council Research in Unani Medicine, a Society registered under the Societies Registration Act (XXI of 1860), having its registred office at Jawahar Lal Nehru Bhartiya Chikitsa Avum Unani Medicine, 61-65 Institutional Area opposite D-Block, Janakpuri, New Delhi- 110058 (herein after called CCRUM which expression shall where the context so admits include its successors and permitted assigns) of the one part.

and

**1.2** ..... {hereinafter called the.....which expression shall where the context so admits include its successors and permitted assigns} of the other part.

### 2.0 PREAMBLE

**2.1 WHEREAS** CCRUM under its research activities conductsvarious research schemes that include Clinical Verification research, clinical research, Drug Proving, etc.

**2.2 WHEREAS** the CCRUM is desirous of collaborating with the..... on the project entitled "....." {Hereinafter called the PROJECT} to be carried out at.....

The period of project shall be for a duration of ..... months, commencing w.e.f. ....

It will be a collaborative study between the CCRUM and the ....., the Co-ordination team, and the Investigators in the PROJECT shall be as given below:



## STUDY TEAM

- A. Principal Investigators
- B. Investigators
- C. Coordination:

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

### 3.0 SCOPE OF THE AGREEMENT

The agreement details the terms and conditions, financial arrangements, modalities of collaboration, intellectual property right, responsibilities and obligations of both the parties.

3.1 The second party viz ..... shall specify its share in contribution in the project in detail. It shall truthfully disclose the details of manpower, machinery, equipments and laboratories and its facilities available with them, which shall be utilized as its contribution towards the project.

### 4.0 FINANCIAL AGREEMENTS

4.1 CCRUM and Collaborating Institution shall bear the financial inputs under its Collaborative Research Study for the Study entitled "....." as agreed on the basis of project approved.

4.2 **Financial Support:** CCRUM will provide financial support for staff and contingencies-recurring and non-recurring as approved for the project and duration of study according to terms of release. (4.7).

4.3 **Expenditure on monitoring** of the project to be carried out by independent experts/institutions selected by the CCRUM would be met by the CCRUM and expenditure for

monitoring the project by experts selected/nominated by .....shall be borne by them.

#### **4.4 Contingencies**

**4.4.1 Non-recurring:** Essential scientific equipments may be permitted as non-recurring expenditure. However, the quantum of such expenditure will not be more the 25% of the total budget of the project. The equipment though shall be property of the CCRUM, but these will be used for research for future studies too and shall be accessible to CCRUM, whenever required and on completion of the study, all equipment should be transferred to any nearby Institute/unit of CCRUM for its utilization.

**4.4.2 Recurring:** The expenditure of recurring nature such as financial support for staff's salary, medicine, chemicals and glassware's Investigations, animals, printing and stationary, postage, photo copying may be allowed to be purchased as a part of the recurring contingencies.

**4.5 Travelling Allowance:** Travelling Allowance/Daily Allowance (TA/DA) of the Investigators will be permitted for attending the meetings for monitoring and field-work within the sanctioned fund. Foreign tour will not be allowed. TA/DA will be allowed only as per TA rules of Govt. of India.

#### **4.6 Certificate of Non receipt of parallel grants**

The grantee Institution/individual shall furnish a certificate to the effect that the said Institution/individual has not been sanctioned grant for the same purpose from any other Deptt. of Central/State Govt. or agency during the period for which the grant has been sanctioned by CCRUM.

#### **4.7 Release of Funds**

The head-wise grant-in-aid will be released to the Head of the Institution in installments as yearly/half-yearly as per the study proposal. The first installment will

be released along with the sanction letter. It would include the grant for non-recurring and recurring expenditure for a period of one year/six months. The next installment would be released after receiving the following documentation in the prescribed Performa.

- Technical Progress Report
- Utilization Certificate & Expenditure Statement
- Mid-term appraisal by monitoring committee or expert(s) after presentation by the Principal Investigator/site visit report.

#### **4.8 Maintenance of Accounts**

The Institution/Individual shall open new A/c and maintain separate account exclusively with the bank in the name of the Institution/Individual and the same should be operated jointly at least by two office bearers. The accounts of the grant shall be maintained properly and separately from the normal activities of the Institution/Individual.

The project becomes operative with effect from the date on which the Draft/Cheque is received by the implementing institution. This date should be intimated by the institution authorities/principal Investigators to the CCRUM within one month.

A set of audited statement of these accounts duly signed by responsible officers as mentioned in para 4.10 shall be furnished to CCRUM after utilization of the financial support from CCRUM. Further, these accounts shall be open to inspection by the sanctioning authority and internal audit by the Accounts Officer of the CCRUM, whenever the grantee Institution is called upon to do so.

#### **4.9 Re-appropriation**

Expenditure incurred should not exceed the sanctioned budget against one or more sub-heads of expenditure such as staff salary, TA/DA, contingency etc. within the

overall sanctioned ceiling of that study. Any excess expenditure shall be borne by the second party viz. ....

Re-appropriation of funds from one primary head to another primary head is permissible upto 15% to cover excess of expenditure over authorized limits provided total expenditure does not exceed the total sanctioned budget, only after specific return approval of first party i.e. CCRUM, New Delhi.

No expenditure shall, however, be incurred by re-appropriation of savings on items not sanctioned by the CCRUM, i.e. non-consumable equipment, store etc. savings shall also not be re-appropriated for meeting or incurring expenditure on staff that has not been sanctioned by the CCRUM.

The institute should ensure that while submitting the final UC & expenditure statement, the above norms shall be strictly followed. Excess expenditure, if any, shall be borne by Institute.

#### **4.10 Utilization Certificate & Expenditure Statement**

Utilization Certificate in Form GFR 19A (Annexure-V) & Head-wise Expenditure Statement is required to be submitted to the CCRUM immediately after utilization of amount released duly certified and signed by the following responsible officers:

- i) UC & ES should be duly certified by the Head of the Finance/Accounts Deptt. i.e. Finance Officer/Account Officer, if it is a Govt. Organization/Institution whose Accounts are being audited by Controller and Auditor General of India (CAG) as per rule 211 (1) (2) of GFR and duly counter signed by the Principal Investigator & Head of the Institution; followed by an audit of the accounts by the Accounts Officer, CCRUM, New Delhi.

- ii) UC & ES should be duly **certified** by Chartered Accountants (CA) for all others organization/institution as per rule 211 (3) of GFR and duly **signed** by the Principal Investigator & Head of the Institution; followed by an audit of the accounts by the Accounts Officer, CCRUM, New Delhi.

#### **4.11 Refund of funds**

Unspent Balance, if any, must be refunded to the CCRUM through Demand Draft in favour of Director General, CCRUM, New Delhi on completion/termination of the study, within a period of three months of the date of completion of project, failing which the second party shall be liable to pay interest at 9% per annum from due date till actual date of refund.

The grant released by the CCRUM shall be refunded in full by the institution along with 18% interest per annum when the Investigator discontinues the Study midway or does not follow the detailed technical programs as approved.

The interest earned on financial support from CCRUM in Bank A/c should be reported to the CCRUM and reflected in the Expenditure Statement. The interest earned shall be refunded to CCRUM, New Delhi or will be adjusted towards further installment of grant.

**4.12** The second party viz..... shall execute an indemnity bond in the prescribed Performa in favor of CCRUM, New Delhi.

#### **4.13 General Financial Conditions**

The entire grant should be exclusively utilized only for the research activities for which it has been sanctioned within the specified period. The grant will not be regarded as a subvention towards the normal work of the Institution.

Expenditure should not exceed the sanctioned financial support for the study.

All items (other than sanctioned by CCRUM, for the study) i.e. basic equipment and ordinary laboratory chemicals, glassware, furniture and other assistance, shall be provided by the institute for the smooth working of the research study.

Ten percent (10%) of total sanctioned budget of the study will be retained by CCRUM, New Delhi till satisfactory conclusion of the study and submission of the peer-reviewed report of study for publication in the journal(s). The second party shall strictly comply with all codal formalities as provided in GFR in purchase of equipments, consumables and other items for use in the project.

**The CCRUM, New Delhi reserves the right to terminate the project at any stage, if it is convinced that the grant has not been properly utilized or appropriate progress is not being made.**

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## 5.0 MODALITIES OF COLLABORATION

5.1 The responsibilities of the -----and schedule of fulfillment thereof shall be as per the guidelines of CCRUM. CCRUM will provide the financial assistance based on the project proposal submitted by -----.

5.2 The execution of the project will be monitored by a committee chaired by the Director General, CCRUM or his nominee, every six months. The Investigator(s) will make a presentation before the experts or a site visit may be arranged. The final outcome of the Project will be evaluated by the expert group who will give their recommendation to the CCRUM.

5.3 There will be a Data Monitoring Committee (DMC) for the PROJECT. The DMC shall consist of Scientists nominated by CCRUM. The DMC shall review (every six months) the progress of the PROJECT.

## 6.0 RESPONSIBILITIES OF THE -----

6.1 Necessary Institutional facilities will be provided if the research project is approved for financial assistance

6.2 All records and reports related to the project shall be shown and furnished to the authorized representatives of the CCRUM or Department of AYUSH.

6.3 Project shall be open for evaluation of the physical progress and utilization of funds to the discretion of the competent authority. A periodical report of the progress of the project shall be given by the Investigator every month.

6.4 The grantee organization/Individual agrees to submit within one month from the date of termination of the project, final report and a list of articles, both expendable and nonexpendable left on the closure of the project.

6.5 No portion of the grant will be utilized for furtherance of a political movement, prejudicial to the security of the Nation



**6.6 The grantee will not indulge in corrupt practices.**

**6.7 Maintenance of Stores**

**6.7.1 The items purchased out of the grant of the CCRUM shall be entered in the separate stock register maintained for the purpose and the same shall be properly kept in the store and presented to auditors for check and endorsement, as and when desired. The usual forms prescribed for this purpose by the grantee institution should be used for these registers and all purchases made in accordance with the procedure in vogue in the institution. Only such equipment for which provision has been made in the budget shall be purchased. All the non-expendable articles purchased out of the funds of the CCRUM will be the property of the CCRUM. However, the equipment/instruments/machines, etc. purchased out of the grant can be retained, on submission on a term and condition laid down under 4.4.1 of this MoU.**

**General terms and conditions of appointment**

Appointment will be of temporary and contractual nature for a maximum period of the duration of the period; The staff employed for the term of the study will be subject to the rules and administrative control of the institute and will be appointed in accordance with the normal recruitment rules and procedures of the concerned institute. The scales of pay allowances etc. applicable to the staff of the scheme shall not in any circumstance exceed the limit as mentioned in the proposal of the study. The CCRUM will not be liable to bear any expenditure on pension/ provident fund contribution and leave salary contribution incurred or committed by the grantee for persons appointed on deputation from any other organization. Allowance (CCA), Bonus, Leave Travel Concession (LTC) and medical benefits are not admissible to any category of project staff. If the PI to whom a grant for a project has been sanctioned wishes to leave the Institution where the project is based, the Institute/ PI will inform the same to the CCRUM and in consultation with CCRUM, evolve steps to ensure successful completion of the project, before relieving the PI.

## 7.0 COMPLETION

7.1 The work envisaged to be done by the -----shall be deemed to have been successfully completed by the ----- (on submission of the Final Report/fulfillment of its/their responsibilities as detailed in their project proposal)

7.2 The PROJECT shall be deemed to have been successfully completed on satisfaction of criteria fixed by the DMC or any other criteria mutually agreed by the parties hereto.

## 8.0 RESULTS OF PROJECT

8.1 The intellectual property that is copyrights, generated in the collaborative PROJECT shall be jointly owned by the CCRUM and the ----- . The CCRUM will bear all the expenditure involved in patent procedure. However, the technology developed out of the Project is the sole property of CCRUM and it has full rights to transfer the technology to any Industry of its choice. If the results of research are to be legally protected, the results should not be published without action being taken to secure legal protection for the research results.

8.2 The procedural formalities for securing and maintaining the intellectual property rights (copyright) if any shall be the joint responsibility of the CCRUM and the -----

8.3 **Publication:** The parties shall consult each other for any publication in respect of the PROJECT and it will be joint publication. These publications (papers, reports etc.) shall be in the names of Principal Investigator and research workers of both CCRUM and -----, wherein it will be duly acknowledged that the work has been carried out under the collaborative programme between the parties.

## 8.4 Patents

The CCRUM shall have the right to file patents in respect of inventions/discoveries made under a scheme/project financed by the CCRUM. The Officer-in-Charge or the staff employed in this project shall not apply or obtain patents for any

invention/discovery made by them without prior written approval of the CCRUM. All patents will be registered with NRDC in the name of the Central Council for Research in Unani Medicine, New Delhi, India.

### **8.5 Source Documents**

**8.5.1:** Photocopy of completed case records should be sent to CCRUM Headquarters on monthly basis.

**8.5.2:** At the end of the study, the original source documents should be submitted to the CCRUM. However, a photocopy of these documents may be kept by the PI/-----

### **9.0 CONFIDENTIALITY**

#### **9.1 During the tenure of the agreement**

Both CCRUM and the ----- undertake on their behalf and on behalf of their sub-contractors / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/ generated pertaining to work under this agreement for purposes other than in accordance with this agreement. Both parties, however, retain the rights to use the R &D results generated during the PROJECT for its own R &D programmes without any obligation to the other.

### **10.0 UTILIZATION OF INTELLECTUAL PROPERTY DEVELOPED**

**10.1** The CCRUM shall have the full rights for commercially exploiting the intellectual property generated in the allotted PROJECT

### **11.0 FORCE MAJEURE**

#### **11.1 Neither party**

shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force major events such as but not



limited to acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-major conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

**12.0 EFFECTIVE DATE, DURATION & TERMINATION OF THE AGREEMENT**

**12.1** These terms and conditions will be valid for a period of one year and its extension/continuation or otherwise shall be jointly decided by CCRUM and ----- two months prior to the end of above period. However, the rights/obligations arising from the implementation of this agreement shall survive the termination of the agreement.

**12.2** The agreement shall be effective from ..... and shall remain in force for a period of one year from the said date. The agreement shall terminate on the expiry of the period, unless extended by both the parties.

**12.3** During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving three month notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.

**12.4** In the event of termination on the agreement vide Clause 12.3, the right and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.

**12.5** The agreement arrived at between the parties for the utilization of the intellectual property shall survive the termination of the agreement.



**12.6 That the second party shall** ensure completion of the research work within the specified period and budget indicated in the proposal.

**12.7 Any extension of the time period** of the project shall be at the sole discretion of the Director General, CCRUM, in case the second party for reason beyond its control, is unable to complete the project, within the stipulated period.

### **13 NOTICES**

**13.1 All notices and other communications** required to be served on the -----, under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the other party. Similarly, any notice to be given to the CCRUM shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the CCRUM at its registered address in New Delhi.

### **14 AMENDMENTS TO THE AGREEMENT**

**14.1 No amendment or modification** of this agreement shall be valid unless the same is made in writing by either the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

### **15 ASSIGNMENT OF THE AGREEMENT**

**15.1 The rights or/and liabilities** arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

### **16. ARBITRATION**

In the event of any dispute or differences between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultations.

**16.1 If such a resolution is not possible,** then the unresolved disputes or differences shall be referred for attribution, as per the Indian Arbitration and Conciliation Act, 1996. In which, DG, CCRUM or his nominee shall be the arbitrator, whose decision shall be final & binding.

**17. Jurisdiction**

The courts at New Delhi shall have the exclusive jurisdiction in case of any dispute between the parties

*Handwritten signature*

SEAL OF PARTIES

In witness whereof parties hereto have signed this agreement on the day, month and year, mentioned hereinbefore.

For and on behalf of .....

For and on behalf of CCRUM

.....

.....

**Signature with Seal**

**Signature with Seal**

**Name:**

**Name:**

**Designation:**

**Designation: Director General**

**Signature Witness**

**Signature Witness**

**(Name & address)**

**(Name & address)**

1.

1.

2.

2.

