

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) describes the understanding between Society for Education, Action and Research in Community Health (SEARCH) located at P.O. Chatgaon, Gadchiroli, Maharashtra, India- 442605 and the IIHMR University (IIHMRU), located at 1, Prabhu Dayal Marg, Near Sanganer Airport, Jaipur - 302029, in a planned collaboration on public health research along with exchange of expertise and producing research outputs regarding public health issues related to rural and tribal population covering national, regional and global perspectives.

IIHMR University and SEARCH are herein after collectively referred to as "the Parties" and individually as "the Party."

1. Duration and Validity

This MOU will be effective upon signature and shall be valid until **31st December 2025** and may be extended by agreement in writing, exchanged between the Parties. Either Party may terminate this MOU early, at any time, upon thirty (30) days' written notice to the other Party.

2. Areas of Collaboration

This MOU provides a framework to facilitate and guide collaborative research and capacity building activities between SEARCH and IIHMRU.

The primary areas of collaboration of this MOU are:

- i. IIHMR University students get internship opportunities and field exposure in SEARCH, the local community as well as hospital based program and research to better understand and contribute to field-based program implementation
- ii. Involvement of IIHMRU faculty in SEARCH's existing research projects, data analysis and writing joint research papers for publication.
- iii. Involvement of IIHMRU faculty in exploring new research studies with SEARCH.
- iv. Writing joint research proposals and grants in public health areas
- v. Develop, design and organise joint training and capacity building programs in public health areas

New research studies may be identified and presented as joint proposals before collaborative projects are initiated. Projects to which this MOU may lead will be the subject of separate MOUs or agreements between the Parties.

3. Roles and Responsibilities of Parties

The Parties will be jointly responsible for:

- 3.1 Ensuring the spirit of a joint collaboration in the overall conduct and coordination of the Project;
- 3.2 Facilitating exchange of resources and scientists between both institutes and share ideas for transformational learning and collaborative research

4. Performance Standards

Both Parties undertake to perform their respective roles and responsibilities with the highest standards of professional and ethical competence and integrity.

5. Study Subject Confidentiality

All individual health records and data on Study Subjects shall remain confidential. Any disclosure of publishable findings by scientists or physicians at SEARCH or IIHMRU will remain confidential regarding any individual patient's or study subject's identity and personally identifiable information. Disclosure requirements shall be consistent with those governing the relevant research and ethical review committees at SEARCH and IIHMRU.

6. Confidential Information

- 6.1 Each party acknowledges that all information concerning the health records, survey data, MIS data, trade secrets, operations, processes, organization, business, finances, transactions, dealings or affairs of the other party or any of its subsidiaries or associated companies, suppliers or customers, which comes to the attention of the receiving party hereunder, is the proprietary information of the other party. Each receiving party shall treat the other party's Information as confidential and shall not at any time for any reason disclose the Information or allow it to be disclosed to any third party nor shall use it or allow it to be used other than in relation to the purpose of this MOU.
- 6.2 "Confidential Information" means all non-public information including health records, survey data, vital statistics, MIS data which is shared in oral, electronic, written, graphic, photographic, recorded, or any other manner by one Party to the other Party in the course of the performance of this MOU. Such Confidential Information shall be received and maintained by Receiving Party in confidence during the performance of this MOU and for a maximum period of three (3) years thereafter. Recipient agrees that it will make no use of any of the Confidential Information except in the performance of this MOU, and will prevent disclosure of Confidential Information to third parties. Recipient shall be responsible for any breach of this MOU by its Representatives, which shall be considered a breach by Recipient. Recipient shall use the same care to avoid disclosure, publication or dissemination of confidential information as it uses with its similar confidential information and in no case less than a reasonable amount of care.
- 6.3 Confidential information shall not include any information disclosed that Recipient can demonstrate (i) was known to, or was previously in its possession, as shown by written records; (ii) was received from a third party who was entitled to disclose it without breaching any confidentiality obligation; (iii) was generally available to the public at the time of disclosure; (iv) becomes available to the public after disclosure, through no action or inaction of the recipient; (v) was developed by recipient independently of any Confidential Information disclosed under this MOU; or (vi) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, but only to the extent disclosure is required by such order and provided Receiving Party furnishes prompt notice (in no event less than 3 days) to the Disclosing Party to enable it to oppose such disclosure.

7. Dispute

Prior to early termination of this MOU, every effort shall be made to resolve any dispute arising in connection with this MOU in an amicable and informal manner. Any dispute that cannot be so settled shall be referred to and finally settled by arbitration in accordance with the then current local Arbitration Rules.

8. Force Majeure

This MOU is subject to Force Majeure, which shall mean any unforeseeable circumstance or circumstances beyond the Parties' control, such as accidents, natural disasters, weather conditions, armed conflicts, strikes, inability to secure labor, restrictions imposed by a government or government agency, or any other delays beyond the control of the Parties. If performance is prevented by any cause of Force Majeure, this MOU shall be void without penalty to either Party for any such performance not delivered.

9. Partnership or Agency

Nothing in this MOU shall create any partnership, joint venture, or relationship of principal and agent between the Parties.

10. Use of Names

Neither Party shall make use of this MOU, or use the name of the other Party, nor that of any member of the other's staff, in any publicity, advertising, or news release without the prior written approval of the other Party. This shall not include internal documents available to the public that identify the existence of this MOU.

11. Key Personnel

For SEARCH:

Dr. Abhay Bang
Director, SEARCH

For IIHMRU:

Dr. P.R. Sodani
President (Officiating), IIHMRU

12. Notices and Approvals

All notices and requests for approvals required under this MOU shall be submitted to:

For SEARCH:

Name: Dr. Abhay Bang
Title: Director, SEARCH
Address: SEARCH, Shodhgram, P.O. Chatgaon, Teh-
Dhanora, Dist- Gadchiroli -442606, Maharashtra, India
Email: search.qad@gmail.com

For IIHMRU:

Name: Dr. P.R. Sodani
Title: President (Officiating)
Address: 1, Prabhu Dayal Marg, Near Sanaganer Airport,
Jaipur 302029, Rajasthan, India
Email: president@iihmr.edu.in

13. Financial Arrangements:

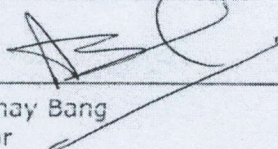
This MoU is a Non-Financial document. If in future funding is required, parties will individually or jointly explore such funding opportunities to undertake the common objectives and separate financial agreements will be signed by the parties for the same.

14. Data sharing, publications and Intellectual Property:

- A) The past data collected/generated by one party and shared with other party will remain the intellectual property of the first party. The other party will use it only for the limited purpose agreed up on for that project by the two parties.
- B) The parties agree that new data obtained during projects which are carried out jointly, is shared between parties. Sharing of project data with 3rd parties who are not part of the Institutions represented in the MOU, requires written approval from the project partners.
- C) Intellectual property developed during this collaboration and during joint projects will be shared in equal parts between the institutions.
- D) The institutions in this MOU agree to collaborate on data analysis, manuscript preparation and publication using data obtained by SEARCH in the past and on new data collected during joint program efforts. Each partner will review and approve the content of publication and authorship. Approval of the same can be obtained in writing at the start of a project. The number of authors and their order will be based on the relative contribution to the idea, study design, project implementation, data collection, analysis and manuscript writing. Any scientific publication requires review and approval of both project partners. This clause of IP shall remain valid even after the termination or expiry of this MoU.

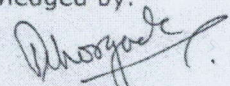
By signing below, the duly authorized representatives of each Party do hereby agree to the terms and conditions of this MOU on the date indicated.

ACCEPTED FOR SEARCH:


Dr. Abhay Bang
Director

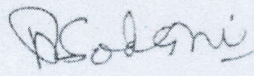
Date: 12/11/2020

Acknowledged by:


Name: Mr. Tushar Khorgade
Title: Deputy Director, SEARCH

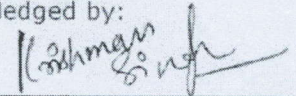
Date: 12/11/2020

ACCEPTED FOR IIHMRU:


Dr. P.R. Sodani
President (Officiating)

Date: 12/11/2020

Acknowledged by:


Name: Ms. Krishman Singh
Title: OSD, IIHMRU

Date: 12/11/2020