

MEMORANDUM OF UNDERSTANDING

between

Indian Institute of Health Management Research

and

The Centre for Autism, Neurodevelopmental Disorders and Intellectual Disabilities of Cheshire and Wirral Partnership NHS Foundation Trust

This Memorandum of Understanding (MoU) is made on 25th March 2022 between:

The Centre for Autism, Neurodevelopmental Disorders and Intellectual Disabilities of Cheshire and Wirral Partnership NHS Foundation Trust, situated at Trust Headquarters, Redesmere Building, Bowmere Hospital, Countess of Chester Health Park, Liverpool Road, Chester, Cheshire CH2 1BQ
(hereinafter referred to as CANDDID/CWP)

and

The Indian Institute of Health Management Research (IIHMR), whose administrative address is 1, Prabhu Dayal Marg, Near Sanganer Airport, Jaipur – 302029 (hereinafter referred to as the "IIHMR")

Hereinafter also collectively and individually referred to as "Parties" and "Party", respectively.

1. **Contractual documentation**

1.1 The following documents form part of and are incorporated into this MOU (the "**MOU**"):

- Part A – Particulars
- Part B – Terms and Conditions

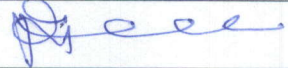
1.2 Both Parties agree that they are bound by the terms detailed above and all the attached documents, to the extent they are stated to be legally binding. In the event of inconsistency or conflict between any of the terms of this MOU, **the Particulars (Part A) shall take precedence over the Terms and Conditions (Part B).**

Signature Page

Signed on behalf of CANDDID:

Signature	
Name	Madeleine Lowry
Job Title	Associate Director of Operations - LD, NDD and ABI Care Group, CWP
Date	25 th March 2022

Signed on behalf of IIHMR:

Signature	
Name	Shiv Dutt Gupta
Job Title	Trustee Secretary
Date	6 th APRIL 2022

PART A – PARTICULARS

1. Whereas the Parties have a mutual interest in establishing closer working relationships in respect of improving health care delivery, the Parties have agreed to work together to improve the mental health assessment skills and interview skills of professionals being trained through IIMR.
2. The cooperation will be to deliver a particular training project, as well to work together to deliver wider research activity, and other areas as may be agreed between the Parties from time to time.
3. The Parties have agreed to collaborate on a specific project to support clinical uptake of the Global Mental Health Assessment Tool (hereinafter referred to as the "GMHAT"), together with increasing the interview skills of professionals so that they can better assess individuals with mental health issues.

Name of Project	Detail
Project description	Training professionals to use the GMHAT in assessment of people presenting with mental health issues
Project Objectives and Outcomes	The objective of the project is to organize and impart training to individuals in the use of GMHAT through a short course via remote learning. The training in GMHAT will comprise a 4 week short course programme of 4 hours per week (16 hours training), with a follow-up 2 hr session at 6 weeks. The total training time delivered will be 18 hours. The course will be open to a minimum of 8 and maximum of 16 participants at a time. The ambition is to run 6-8 short courses over 12 months.
CANDDID's obligations in relation to the Project	Course Accreditation To pursue World Psychiatric Association accreditation Course Content and Delivery Work with local partners to develop and deliver content that is relevant, culturally sensitive, and informative to the practicing environment. Ensure that course content is to a quality standard and reflects the scope of GMHAT. To provide the key individuals (who will develop a wider GMHAT Resource Team) to resource and deliver training on the project. The team will be led by Dr Vimal Sharma. Course Evaluation To undertake evaluation of the training in terms of content quality, uptake and feedback.

IIHMR's obligations in relation to the Project	Ensure participation from the following groups Nurses, Psychologists, Researchers, Other health and social care professionals (mental health and non mental health) Participants must have basic English literacy and phone/ ICT skills Infrastructure Provide the infrastructure for the online training (i.e., platform, certificate of attendance), local network
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Finance

CANDDID	For the first 12 months of the training programme, it is agreed that CANDDID will deliver its elements of the project with no financial support from project income. Staff are being made available on a philanthropic basis for this period.
IIHMR	From the start of the project, IIHMR will receive income from candidates taking part in the course through fees. The expenses of the course will be met through the fees from the candidates. Income from this project will be held and accounted for (to meet the running expenses of the course) clearly within IIHMR and information about this will be provided to both parties. The aim of income is to ensure the long-term sustainability of the course within IIHMR.
Both Parties	In case of extension/ renewal of this MoU, by the parties, may revise the terms of Finance as specified above for any further collaborative work and the same shall be entered in to writing through a separate addendum at the time of renewal/ extension of MoU. The financial position will be reviewed after 12 months as part of a review of effectiveness and any further collaborative work. At this point, there will be a discussion about remuneration for significant course contributors from CANDDID.
Subject to	Early termination in accordance with the terms of the MOU (in particular Part B – Terms and Conditions).

Duration

The Start Date for this MOU is	Monday 1 st November 2021
The End Date for this MOU is	31 st October 2024 (renewal date)

Subject to

Further extension/ renewal of the MoU, with/ without any revision in the terms of this MoU.
Early termination in accordance with the terms of the MOU (in particular Part B – Terms and Conditions).

PART B – TERMS AND CONDITIONS

1. Legal Effect

2. Where expressly stated in this agreement, provisions of this MOU are legally binding. In all other cases, this MOU is non-legally binding (meaning it does not create legally binding obligations or contractual commitments) and is intended to provide the general principles for cooperation. Where this MOU is stated to be legally binding, those provisions are legally binding on the Parties and create a contractual commitment.

3. Definitions and Interpretation

- 3.1 These Terms and Conditions (which constitute part of the MOU) shall be interpreted in accordance with the definitions set out in The Particulars

- 3.2 In these Terms and Conditions the following terms shall have the following meanings:

“Business Day”

The parties may decide upon which days they will count as business days in the calendar

“Data Protection Legislation”

means all applicable data protection and privacy legislation in the respective countries of both the parties, i.e. -

United Kingdom- including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party, all as amended, extended, re-enacted or replaced from time to time

India—the Information Technology Act, 2002 and the Information Technology (Reasonable Security Practices & Procedures and Sensitive Personal Data or Information Rules, 2011 Rules, the Mental Healthcare Act, 2017, and along with other allied rules, regulations, circulars, notifications etc. made thereunder.

It also includes any other legislation in the UK and India that may be brought into force during the subsistence of this MoU that may become applicable on the subject matter of this MoU between the parties.

“Discloser”

a Party to this MOU when it discloses its Confidential Information, directly or indirectly, to the other Party;

“End Date”

has the meaning given in clause 0 of the Particulars (Part A to this MOU);

“Group”

in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group;

“Group Company”	in relation to a company, any member of its Group;
“Intellectual Property Rights”	means all patents, copyrights, database rights, trade marks and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions;
“Know-How”	means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;
“MOU”	means the agreement between the Parties, as defined in clause 4 of the Particulars (Part A to this MOU);
“Objectives”	means the objectives for the Project described in the Particulars (Part A to this MOU);
“Project”	means the project described in the Particulars (Part A to this MOU);
“Recipient”	a Party to this MOU when it receives Confidential Information, directly or indirectly, from the other Party;
“Representative(s)”	means in relation to each Party and any member of its Group (a) its officers and employees that need to know the Confidential Information for the Project; (b) its professional advisers or consultants who are engaged to advise that Party and/or any member of its Group in connection with the Project; (c) its contractors and sub-contractors engaged by that Party and/or any member of its Group in connection with the Project; and (d) any other person to whom the other Party agrees in writing that Confidential Information may be disclosed in connection with the Project;
“Resulting IP”	means any Intellectual Property Rights arising from or developed by any Party wholly or mainly in connection with the Project; and
“Start Date”	has the meaning given in clause 0 of the Particulars (Part A to this MOU).

4. **Obligations of the Parties**

The Parties agree that this clause 4 is legally binding

4.1 Each Party agrees:

- 4.1.1 to work with the other Party as set out in this MOU to deliver the Project and to perform its obligations to deliver the Project as specified in Part A of this MoU
- 4.1.2 to use its reasonable endeavours to deliver the Project Objectives;
- 4.1.3 to cooperate with the other Party in all matters relating to the Project, and comply with reasonable instructions of the other Party in relation to the Project;

- 4.1.4 to share such information, experience, materials and skills as are reasonably required to deliver the Project, subject to clause 6 of these Terms and Conditions;
- 4.1.5 to comply with best practice and all applicable laws, statutes, regulations and standards from time to time in force that are relevant to the Project; and
- 4.1.6 to ensure sufficient and appropriately qualified employees and other necessary resources are available and (in the case of employees) authorised to fulfil the responsibilities of that Party set out in this MOU.
- 4.2 The Parties agree to hold meetings regularly (which may be held virtually) to discuss the progress of the Project and other matters relating to the Project which the Parties wish to discuss.
- 4.3 The Parties agree to keep accurate and up to date records in such form as the Parties may agree in writing to monitor the progress and success of the Project. Both Parties agree to provide any information or documents that are reasonably requested by the other Party in relation to the Project and/or the Objectives for the purpose of monitoring the success of the Project.
- 4.4 Each Party agrees to promptly notify the other Party if it has any material concerns about the Project and/or its success and/or the conduct of any individuals involved in the Project and/or the reputation or goodwill of either Party as a result of the Project.
- 4.5 Each Party agrees it will do nothing, nor act in a manner, that will or is reasonably likely to bring the other Party into disrepute.

5. **Intellectual Property**

The Parties agree that this clause 5 is legally binding.

- 5.1 The Parties agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Party prior to the Start Date shall remain the property of that Party.
- 5.2 The Parties agree that any Resulting IP developed by either Party during the term of this MOU shall remain the property of the Party that developed such Resulting IP.
- 5.3 Where either Party has provided the other Party ("the **IP Recipient**") with any of its Intellectual Property Rights for use in connection with the Project during the term of this MOU, the IP Recipient shall, upon the expiry or earlier termination of this MOU, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the other Party.

6. **Data Protection**

The Parties agree that this clause 6 is legally binding.

- 6.1 The Parties shall comply with the Data Protection Legislation laws in their respective countries and will not perform their obligations under this MOU in such a way as to cause the other Party to breach any of its obligations under the Data Protection Legislation in force in its country. The Parties agree to co-operate with each other to ensure that each Party is able to perform its obligations under its government's Data Protection Legislation and in doing so, the Parties agree to harmoniously interpret and apply the data protection legislation of their respective countries..
- 6.2 In fulfilling its reporting obligations to the other Party under this MOU, the Parties shall ensure that all information about individuals is appropriately anonymised so as to not constitute personal data. Should it come to the attention of either Party that any data which constitutes personal data has or

needs to be shared, it shall inform the other Party as soon as reasonably practicable and the Parties shall work together in good faith to ensure such sharing is legally compliant.

6.3 In the event that either Party will be a processor of any personal data for which the other Party is either the controller or a processor on behalf of a third party, the recipient party shall enter in to any additional data sharing or data processing agreement as are reasonably required by the other party and ensure the protection of such personal data to ensure the compliance of the data protection obligations that may be applicable on either Party .

6.4 For the avoidance of doubt the terms "personal data", "controller", "processor", and "processing" used in this clause 6 shall have the meanings given to them in the Data Protection Legislation.

7. Confidentiality

The Parties agree that this clause 7 is legally binding.

7.1 **Confidential Information** means all confidential information relating to the Project which the Discloser or its Representatives or any of its Group Companies, or their Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives or any of its Group Companies, or their Representatives, before, on or after the date of this MOU. This includes:

7.1.1 the fact that the Parties are collaborating together on the Project and the content and status of any discussions and negotiations in relation to the Project;

7.1.2 the terms of this MOU;

7.1.3 all confidential or proprietary information relating to:

(a) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Discloser or of any of the Discloser's Group Companies; and

(b) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser, or of any of the Discloser's Group Companies;

7.1.4 any information, findings, data or analysis derived from Confidential Information;

any other information that has been defined in this Clause as not being confidential but excludes any information referred to in clause 7.2 of these Terms and Conditions.

7.2 Information is not Confidential Information if:

(a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any of the Recipient's Group Companies or their Representatives in breach of this clause 7 (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);

(b) it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;

(c) it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;

- (d) it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;
- (e) it is developed by or for the Recipient independently of the information disclosed by the Discloser; or
- (f) the Parties agree in writing that the information is not confidential.

7.3 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted under the clause 8.

7.4 Each Party may disclose the other Party's Confidential Information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of the Project. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with the confidentiality obligations as set out in this clause 8; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.5 No Party shall use the other Party's Confidential Information for any purpose other than for the purpose of fulfilling its objectives as per the terms & conditions of this MoU OR executing the Project as envisaged under this MoU..

8. VAT

8.1 Neither Party shall charge the other Party for any fees or other payments under this MOU. In the event that VAT becomes due from one Party to the other Party, the Party owing the VAT shall pay such VAT on receipt of a valid VAT only invoice.

9. Limitation of Liability

The Parties agree that this clause 9 is legally binding.

9.1 Nothing in this MOU shall limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

9.2 Subject to clause of these Terms and Conditions, save for in respect of any liability arising as a result of any breach by either Party of clause 7 of these Terms and Conditions (Confidentiality), neither Party to this MOU shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this MOU.]

10. Insurance

10.1 Each Party shall:

10.2 maintain in force for the duration of this MOU a full and comprehensive insurance policy of an appropriate level in respect of its activities in delivering the Project;

- 10.3 ensure that such an insurance policy is with reputable insurers; and
- 10.4 (on request) supply to the other Party a copy of such an insurance policy and evidence that the relevant premiums have been paid.

11. Termination

The Parties agree that this clause 11 is legally binding

- 11.1 This MOU shall terminate automatically on the End Date unless it is terminated earlier in accordance with the provisions of this clause **Error! Reference source not found.**
- 11.2 Either Party may terminate this MOU upon giving the other Party 1 month written notice.
- 11.3 Either Party may terminate this MOU immediately upon written notice to the other Party if any of the following conditions apply:
- (a) the other Party fails to comply with any of the provisions of this MOU that are expressed to be binding on the Parties in a way which is material or repeated, and fails to rectify any such failure within 15 days of receiving written notice from the other Party detailing the failure;
 - (b) the other Party ceases to operate for any reason, or it passes or intends to pass a resolution (or any Court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation); or
 - (c) the other Party becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.

12. Consequences of termination

- 12.1 On termination of this agreement, the Parties shall cease all work on the Project.
- 12.2 Upon the expiry or earlier termination of this MOU in accordance with this clause, the rights and obligations of the Parties under this MOU shall terminate and be of no future effect, except that clauses 9, 13 and 14 of these Terms and Conditions shall remain in full force and effect.
- 12.3 Termination or expiry of this MOU shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13. Dispute Resolution

- 13.1 In the event of any complaint or dispute arising between the Parties to this MOU in relation to this MOU the matter should first be referred for resolution to:
- Mr Neeraj Shrivastava, for the IIHMR and
 - Madeleine Lowry, Associate Director of Operations for CANDDID
- or any other individual nominated by the Parties from time to time.

13.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the individuals in clause 13.1 or other nominated individual, as the case may be, either Party may refer the matter to the Chief Executive of the Party (or such other person within the Partner's organisation as is authorised to deal with the complaint or dispute, as notified from the Partner to the College in writing from time to time) with an instruction to attempt to resolve the dispute by agreement within 21 days, or such other period as may be mutually agreed by the College and the Partner.

13.3 In the absence of agreement under clause 13.2, the Parties shall seek to resolve the matter through mediation under the Centre for Effective Dispute Resolution Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both Parties). The process would be undertaken by telephone or online and is summarised below. Relevant information is shared by each party and the mediator beforehand. This can be in person or, if this is not practicable, via phone.

- All sides will meet for confidential discussions, both separately with the mediator and, by agreement, face-to-face with each other. The meeting can be achieved online.
- Information shared with the mediator by each party is confidential and only disclosed to the other party by prior agreement.
- The mediator's role is to help find agreement. They may help a party test the strength of a case in private and may suggest how a proposed solution might be received by the other party. However, they will never take sides.
- Once a way forward has been reached, a written, binding agreement is drawn up immediately and its implementation planned.

13.4 Unless otherwise agreed the Parties shall bear the costs and expenses of the mediation equally. Fixed fee mediation from the Centre for Dispute Resolution costs between £600 - £1,500 total for up to 7 hours time (incl of VAT), dependent on the claim value. Additional hours cost between £120 - £168 depending on the claim value. Please see the [CEDR website](#) for details.

14. GENERAL

Clause 14 is intended to be legally binding.

14.1 **Notices:** Any notice to be given under this MOU must be in writing, must be delivered to the other Party by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

Method of service (to the registered office of the other Party)	Deemed day of receipt
By email	at the time of sending, unless an out of office or undelivered message is received (in which case notice is not deemed received)
By hand or courier	the day of delivery
By pre-paid first class post	the second Business Day after posting
By recorded delivery post	the next Business Day after posting

- 14.2 **Counterparts:** This MOU may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.
- 14.3 **Assignment:** Neither Party may assign or transfer this MOU as a whole or any of its rights or obligations under it, without first obtaining the written consent of the other Party. Neither Party will unreasonably withhold or delay its consent.
- 14.4 **Waiver of rights:** If a Party fails to enforce, or delays in enforcing, a legally binding obligation of the other Party, or fails to exercise, or delays in exercising, a right under this MOU, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any legally binding provision of this MOU will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 14.5 **No agency:** Nothing in this MOU creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
- 14.6 **Entire agreement:** This MOU constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this MOU on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this MOU. Each Party waives any claim for breach of this MOU, or any right to rescind this MOU in respect of any representation which is not an express provision of this MOU. However, this clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this MOU) in respect of any fraudulent misrepresentation or fraudulent concealment before the signing of this MOU.
- 14.7 **Amendments:** No variation or amendment of this MOU will be effective unless agreed by the Parties in writing and signed by each Party.
- 14.8 **Third parties:** No one except a Party has any right to prevent the amendment of this MOU or its termination, and no one except a Party may enforce any benefit conferred by this MOU, unless this MOU expressly provides otherwise.
- 14.9 **Governing law:**
- 14.10 This MOU and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by, and this MOU is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute (including any non-contractual claim or dispute) which has arisen or may arise out of, or in connection with, this MOU.