

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this ..... day of ..... Year 20....

By and between ...ABC....., a research institute/ hospital/ laboratory, etc. formed and registered having their place of work at .....

AND .....XYZ....., a research institute/ hospital/ laboratory, etc. formed and registered having their place of work at .....

RECITALS:

- 1. The ABC hospital/ research .... is desirous to conduct research in the area of ..... and execute a project titled “.....”
- 2. The XYZ hospital/ research..... is also desirous to conduct a similar research project and would be involved in the same to the extent laid down in this MOU.
- 3. The purpose of the project is to develop .....
- 4. The outcome measures of the project shall be conducted through analytical tools, preliminary information, and the findings will be helpful for .....

NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:-

- 1. PURPOSE AND OBJECTIVE OF THE RESEARCH/ PROJECT
  - 1.1 To examine the feasibility/ develop and validate analytical methods .....
  - 1.2 To do all things necessary to complete the project or feasibility study.... To the extent necessary, and to collect and analyse the data for the expected outcome measures.....
- 2. ARRANGEMENT
  - 2.1 It is agreed and understood that ABC shall do .....
  - 2.2 It is agreed and understood that XYZ shall do .....
  - 2.3 It is agreed that the parties associate exclusively for the purpose of this project within the region specified

2.4 Each party agrees and undertakes that they party will not enter into or in any way seek an award of any contract for the project or any part thereof other than in accordance with this MOU without the written consent of the other party hereto.

2.5 The parties hereto ABC and XYZ shall have no objection to the use of the data collected under the project for research purposes as is required under the project.

### 3. RESPONSIBILITIES

3.1 The ABC will act as the ..... for the feasibility of the study and will control and manage the day to day activities necessary for the study

3.2 ABC shall also recruit the participants for the study and the persons responsible for the same are .....

3.3 The persons responsible for recruiting will also be responsible for taking informed consent and for taking samples/ drawing blood for testing purposes for the study

3.4 The XYZ shall be responsible for co-ordination of the study and conducting the laboratory experimental work in the project/ study.

3.5 The persons responsible in XYZ are .....

3.6 The persons responsible for the laboratory work shall also be responsible for the proper handling of the human samples, clinical materials, etc.

### 4. CONFIDENTIALITY

4.1 The parties and the persons responsible and working on the project shall keep confidential all information relating to the project that is confidential in nature, including the participants' details, test reports, etc. Confidentiality of participants shall be maintained in all publications of the study too.

4.2 No confidential information shall be revealed to any third person without the express written consent of the party or participant whose information is confidential in nature.

4.3 Use of confidential information for any purpose other than the said purpose of the project shall not be allowed, unless all parties agree and give written consent for the same.

4.4 No public announcement, press release, public statement, etc. shall be made about the study/ project till its final completion and without the consent of all parties involved in the project.

4.5 Parties shall conform to the guidelines for research, good clinical practice and medical ethics and shall not breach the same.

## 5. CONSIDERATION

5.1 There is no financial consideration to be paid by either of the parties to this MOU. The funding received for this project from ..... Shall be utilized for that purpose only and accounts for the same shall be submitted to the funding agency after due audit.

5.2 ABC shall bear the expenses for the ..... And XYZ shall bear the expenses for the ..... Work in the project

5.3 If any compensation needs to be provided to the participants, it shall be borne by the ABC/ or by XYZ /or by both parties jointly and equally.

## 6. OWNERSHIP OR CREDIT OF THE STUDY/ RESEARCH/ PROJECT

6.1 It is agreed that the ownership and credit for the research project shall be shared by all the parties involved in the project handling, execution and analysis of the same.

6.2 Ethical review of the research project shall be done and all rules and regulations shall be followed strictly by all parties.

7. The governing law shall be the law applicable in India for the time being in force. If there is a dispute or difference on the ownership or credentials of the project, or any other aspect of the project or as to the rights and responsibilities and obligations of the parties hereto, the same shall be referred to the common Arbitrator/ Ethics Committee, as agreed upon by both parties, for resolving the dispute and the decision of the said arbitrator shall be final and binding on all parties. The agreement of the arbitrator shall be governed under the Indian Arbitration and Conciliation Act, 1996 for the time being in force. The venue for such arbitration shall be Mumbai, India.

8. Any notice under this MOU or change of persons in charge or responsible for the projects, shall be sent to the other party in writing by either post, email, facsimile or

delivered by hand. The notice to the party should be sent at the address mentioned in this MOU.

9. The MOU shall be terminated at the completion of the project. In case for some reason it is stopped or terminated prior to completion by either party, reasons for the same would have to be given in writing and approval from the Ethics Committee and any other concerned authority for the same would have to be taken. Decision on the impact of such termination on the participants would also have to be assessed and appropriate compensation would have to be paid by the party terminating the project prior to its completion.
10. The entire MOU constitutes the final and concluded agreement between the parties. It replaces all other, if any, MOUs or agreements signed for the above said project, whether in oral or in writing.

The parties have set their hands to this MOU voluntarily on the day and year first mentioned herein.

Signed and executed by

1 Investigator .....

2 Institute head of KEMH .....

3 Head of collaborator .....

Witnesses

1. ....

2. ....