



Policy for Memorandum of Understanding (MOU) Framework

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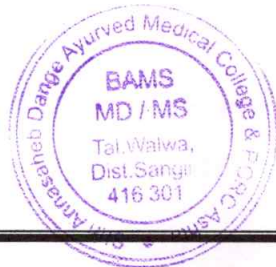
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MOU & INNOVATION COMMITTEE

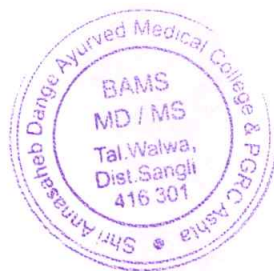
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POLICY FOR MEMORANDUM OF UNDERSTANDING (MOU) FRAMEWORK AT ADAMC

Policy Statement: This policy is framed to provide guidance and instructions to various departments/units/individuals at Institute concerning the preparation, review, institutional mechanism of approval, etc. of Memoranda of Understanding (MOU) done at institute.

Background & Justification: MOUs are formal, written agreement between two or more parties that establishes a partnership. Each active MOU serves a specific purpose, ranging from academic cooperation, research collaboration, service delivery or resource sharing. This policy sets basic standards for the various MOU that Institute will enter into with other institutes/parties. The policy will also describe the institutional mechanism of approval, mechanism of electronic storage and disbursal of information to individuals at institute.

DEFINITIONS:

1. Joint Statements:

A Joint statement is a common statement agreed upon by the parties regarding the object, statement and purpose to be achieved through the execution of the MOU. It shall be issued jointly by the authorized signatory of the parties involved mentioning the details of the MOU.

2. Letter/Expression of Intent (LOI/EOI):

A letter/expression of intent is a non-binding document that acknowledges the parties' intent to explore the possibility of collaboration and cooperation in the relevant areas contained therein. Letters of intent are appropriate when a new project/undertaking is being initiated, and the specific areas of formal cooperation between parties are yet to be identified and negotiated.

3. In the context of research, sometimes it simply helps the funding agency/sponsor determine how many applications can be expected as a result of the solicitation or announcement of research proposals. They merely serve as an expression of interest as a pre-proposal and mere submission of the same doesn't in itself lead to research funding. They need not be routed through the administrative mechanism unless the funding agency/sponsor specifically asks for approval. An intimation regarding the submission of the same shall be forwarded by the PI or Co-PI/Co-1 of the institute to the Research cell for information.



4. Memorandum of linkage :

It is a formal and legally binding document written between parties to cooperatively work together on an agreed-upon project or meet pre-defined objectives. The purpose of an LINKAGE is to have a written formal understanding of the agreement between parties. A linkage details the obligations and commitments of the parties and allocates and minimizes each party's risks. It can also be referred to as a contract and is legally binding. Individual project-specific agreements or pertaining to service delivery, shall be treated as linkage and they should be signed by the respective collaborating Principal Investigator (PI) or Head of the Department (HOD). However, such agreements will be reviewed by the ADAMC, Ashta MOU & Innovation committee in a manner analogous to the MOUS.

MEMORANDUM OF UNDERSTANDING (MOU):

It is a document of mutual consensus describing a bilateral or multilateral agreement between parties which expresses a convergence of will between the parties, indicating an intended common line of action. It is more formal than a verbal or "hand-shake" agreement but generally lacks the binding power of a contract. MOUs do not require any party to commit funds or other resources. It does not create duties or legally enforceable liabilities or obligations for any party nor does it establish a standard of care attributable to the activities associated with the subject of the agreement.

Party: The parties to the MOU shall be defined under this clause between whom the MOU/LINKAGE shall be executed. Whereby it is specified that the first party will be the initiator of the MOU/LINKAGE and the second or more party/parties shall be the party with whom the MOU/LINKAGE shall be executed.

Parameters of MOU: Every MOU/LINKAGE that ADAMC ASHTA will enter into shall mandatorily have the following parameters as listed below. A checklist for draft MOU and a template for model MOU is provided as Annexure I & II respectively. The contents are as follows

- 1. Preamble:** The preamble should clearly name the institutes/ parties entering into the MOU/LINKAGE. The preamble should broadly describe the mandate and work undertaken by the Institutes/parties.
- 2. Purpose/Objective of MOU:** It should be explicitly stated mentioning the broad area(s) of co-operation
- 3. Scope of Co-operation:** The scope of cooperation should be explicitly stated and should be more objective in nature. There can be multiple areas for the scope of cooperation.



- 4. Modalities of Cooperation/Funding arrangements:** The MOU should clearly mention the modalities and mechanisms for the mutual topics for collaboration. This section should also state the funding arrangements for various objectives and the mechanism for arranging the funds, if applicable.
- 5. Governance and management:** This section should mention the modalities for governing or managing the scope of cooperation which may be either through individuals or through the formulation of a joint working group (JWG). This section should also mention the frequency of reviewing or supervising the progress or work done with respect to the objectives of the MoU. It is highly desirable to state the modalities of meeting and/or the bearing party for the expenses occurring for such meetings. The expenses may be related to travel, accommodation, local transportation, boarding etc. of such personnel if any need arises. It is also desirable to objectively state the terms of references (TOR) of such individuals or JWG.
- 6. Intellectual property rights (IPR), commercialization and Publications including authorship (if any):** Ownership issues and responsibilities need to be carefully worked out well before data are collected and researchers should ensure clarity about data ownership, publication rights and obligations following data collection. They should also be explicitly mentioned in the MOU. In MOUs seeking research collaboration, the parties entering into an agreement shall ensure the appropriate IPR protection of each other on IPRs generated through activities arising out of mutual cooperation. Both parties should apply as Co-applicants for the protection of IPRs of each other. The grant of IPRs will be sought and jointly owned by both parties in case research results are obtained through joint activities. This section should also explicitly mention that the parties will not assign any rights or obligations to any third party without the consent of the other Party. If any Party doesn't agree to this, it should also be clearly stated in the MOU.

The MOU shall also state any policy about the research publications/ documents and/or any other paper arising out of the joint activities. The use of the name, logo and/or any official emblem of the Parties on any publication/document and/or paper shall require prior permission of both the Parties and they should not be used/misused for any commercial activity or marketing of any kind.

- 7. Confidentiality:** The MOU should explicitly state that the confidentiality of each Party shall be honored and no Party, their employees or affiliates should disclose the confidential information of the other Party. It should be stated that no Party shall make any public announcement related to the scientific research outcome, or commercialization for work which has arisen out of the joint activities, without the other Party's prior consent. Additionally, such information should not be transmitted or shared with any Third Party, unless agreed by both or all Parties.



- 8. Ethical issues/transfer of biological material/data sharing (if any):** Both Parties should mutually agree on the ethical issues related to the protection of human and animal subjects. For this, the agreement must be by each country's applicable laws, regulations and policies, in case of Parties belonging to different nations. Both Parties should agree to obtain necessary approvals from the local Ethics Committee before initiating the work on jointly agreed research proposals. Parties may also mention any policy of utilizing the relevant Ethics Committee of the other Party to expedite the work on research proposals. The Parties should also mention about any Material transfer agreement (MTA) done about the transfer of biological materials, including but not limited to human and animal subjects by any applicable local or national laws. Similarly, the Parties should state and agree with each other on the data-sharing policy, by any applicable local or national laws.
- 9. Disputes resolution mechanism:** The MOU shall mention the modalities related to the settlement of any disputes which may arise. It may be done through mutual consultations/ negotiations by the governing individuals/ JWG. In MOUs, the settlement of disputes shall be done by mutual consultations. In case they fail, the MOUs can be terminated with the consent of both parties. In case of LINKAGEs, both parties shall mutually decide the procedure for the appointment of an arbitrator for dispute resolution and the same shall be binding to all the parties. The place of arbitration preferably shall be Ashta Maharashtra and is subjected to the territorial jurisdiction of District Court Sangli. If any other place of arbitration is mentioned in the LINKAGE, only the PI shall bear the cost of any travel or related legal expense.
- 10. Exclusivity:** The MOU shall state that this relationship is not exclusive and will not prevent either Party or its members from associating/collaborating with any other Party to conduct/undertake similar programmes/research/academic activities.
- 11. Obligations on each party:** The MOU shall explicitly state the obligations of each party on another and shall modify other clauses in light of these obligations.
- 12. Duration of validity of MOU:** The MOU shall mention the duration of the scope of cooperation.
- 13. Policy of amendment:** The MOU should clearly state any terms and conditions for the MOU's amendments, revisions or modifications. The amendments shall be effective from the date of the written agreement signed by both parties.
- 14. Conditions of termination:** They should be well defined in the MOU including mention of any notice period. The termination conditions shall not be unilateral and shall not affect the implementation of initiated or ongoing activities and projects.



15. Authorised Signatories: The MOU, in duplicate or multiple copies depending on the number of Parties, should be signed by the duly authorised representatives of either Party. The language of the MOU can be either English or Hindi / Marathi, as agreed upon by the Parties and should mention the date of execution of the MOU, The validity of the MOU shall be counted from the date of execution of the MOU. It is proposed that the authorised signatory for MOUs which have academic or research cooperation shall be signed by the Executive Director and for MOUs that target service delivery shall be signed by the Medical Superintendent

16. Other General Conditions:

- a. All MOUs shall mandatorily have the above listed 15 clauses except for Clause no. 6 and 8. These should be listed in the MOU but shall be explicitly mentioned as "Not Applicable" if they are not applicable per the MOU's nature.
- b. Individual research project-specific MOUs with the funding agencies other research collaborators shall be categorized as LINKAGE and are usually signed by the individual faculty members in the capacity of PI/Co-PI/CO-1, as may be applicable. These LINKAGES will be scrutinized by the MOU & Innovation Committee in a manner analogous to that of the MOUs.
- c. A joint Letter/Expression of intent involving other or multiple institutes/universities/ entities need not be forwarded to the MOU & Innovation Committee unless approved by the funding agency, at which time, a full proposal may be submitted to the Research cell for consideration.
- d. If the MOU is to be executed with a Private entity or Non-Governmental Organisation (NGO), the following details (Checklist in Annexure III) are required at the time of submission of the proposal:
 - i. Company registration certificate under the Company Registration Act for Private entities and Society Registration certificate under Society Registration act of the NGO mentioning the date and place of registration.
 - ii. Memorandum of association and bye-laws.
 - iii. Work Experience of last 5 years in the field with government department/Organisation.
 - iv. Details of the annual financial statements of the last 5 years maintained by the Private entity/NGO.
 - v. Details regarding the source of funding
 - vi. Any other document as the Competent Authority may deem fit.



e. The decision regarding the execution of the MOU with a Private entity/ NGO shall be finalized by the Competent Authority, ADAMC ASHTA

INSTITUTIONAL MECHANISM FOR APPROVAL OF MOU:

1. The Standard Operating Procedure (SOP) for processing of MOU Files is provided in the Research cell. This SOP is designed to outline the administrative procedure for processing proposals of various types of MOUs with external universities/ institutions/ companies.
2. The MOU can be initiated only by any regular faculty member or independent scientist holding an independent research position at ADAMC, Ashta, who will be the Proposer of the MOU.
3. The MOU can be initiated by a proposer with a covering note sheet along with a draft MOU, self-assessment checklist(s) (Annexure I is mandatory, Annexure III, if applicable) and mark it to the Chairperson, ADAMC ASHTA MOU & Innovation Committee, through its respective administrative Head except when initiated by the Executive Director or in the capacity of Dean (Academics) or Dean (Research), Deputy Director (Administration), Medical Superintendent or Head of the Department. Parallels, a soft copy of the editable version of the draft MOU and a scanned copy of the accompanying note sheet along with any annexures should be sent to the email id: info@adamc.ac.in
4. The initially marked entity shall forward it to the Chairperson, ADAMC ASHTA MOU & Innovation Committee for technical review, and legal and financial vetting of the draft MOU if members of the legal cell and finance section are part of the MOU & Innovation Committee. The Committee shall also have Deputy Director (Administration) or their nominee as part of the Committee.
5. This committee shall review the proposed MOU every fortnightly and shall communicate any modifications/ incorporations to the proposer within a month of receiving the file.
6. After getting the modifications by the proposer, the Committee shall vet the proposal and subsequently, the file shall be marked to the Executive Director (ED) for Final approval.
7. The ED shall nominate the a) individual(s)/ joint working group (JWG) who shall govern the MOU and b) the witnesses of the MOU (if applicable) and c) authorised signatories on MOU. The names of such individuals shall be incorporated in the final version of the MOU.



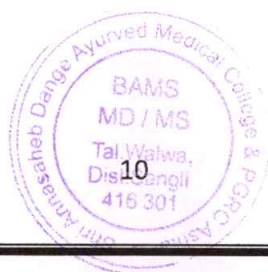
8. After final approval by the ED, the file will be marked to the ADAMC ASHTA MOU & Innovation Committee, which will notify the proposer regarding the modifications and incorporation of the names of the individuals.
9. The MOU shall be printed on Rupee 500/- Non-judicial Stamp. It will be the responsibility of the proposer to get the MOU/LINKAGE printed on the appropriate paper and communicate a mutually agreeable date to the MOU Committee for the signature of the MOU by all Parties and the witnesses. The proposer shall provide a copy of the MOU/LINKAGE to the MOU & Innovation committee after it is signed by all Parties.
10. The MOU Committee shall maintain a copy of the final signed document for its record keeping and database management.

INSTITUTIONAL MECHANISM FOR APPROVAL OF LINKAGE:

1. Individual research project specific proposals involving funding will be considered as LINKAGE
2. The LINKAGE can be initiated by a proposer/Principal Investigator with a covering note sheet along with a draft LINKAGE and mark it to the Chairperson, ADAMC ASHTA MOU & Innovation Committee, through its respective administrative Head except in case of Head of the Department (HOD).
3. The format for the contents of the LINKAGE shall be as described in Clause D "Parameters of MOU of this Policy however, the obligations on each party of the LINKAGE should be explicitly stated.
4. The remaining steps will be as per the clause E Institutional mechanism for approval of MOUS.
5. It is the responsibility of the Proposer/ Principal Investigator to provide a copy of the final signed LINKAGE to the ADAMC ASHTA MOU & Innovation Committee for its record keeping and database management.

FINANCIAL MECHANISM FOR EXECUTION OF LINKAGE (WITHOUT FOREIGN FUNDING):

The Standard Operating Procedure (SOP) for processing of MOU Files is provided in the Research cell, The SOP pertains to the mechanism for opening of project- specific bank accounts for extramural research projects and fund transfer to such accounts. The dealing of such LINKAGES will be in a manner analogous to that for extramural research projects.



MOU EVALUATION:

1. The proposer or the Joint Working Group, as mandated by the Competent Authority, shall submit an annual report in the prescribed format to the ADAMC ASHTA MOU & Innovation Committee regarding the progress made or work done in the context of the scope, aims and objectives of the MOU.
2. The MOU & Innovation Committee shall review the progress report and maintain the database of the activities done with regard to the MOU.
3. The Committee shall submit its recommendations to the Competent Authority regarding the progression or amendment of the MOU if deemed suitable by the Competent Authority.



Annexure I:Self-Assessment Checklist for contents of MOU/LINKAGE

| Sr. No. | CONTENT | YES/ NO | CLAUSE/ ARTICLE | PAGE No. |
|----------------|---|----------------|------------------------|-----------------|
| 1 | The official Logo/emblem of all Parties | | | |
| 2 | Preamble of all Parties is stated | | | |
| 3 | Purpose/Objective of the MOU/LINKAGE is explicitly stated | | | |
| 4 | Scope of Co-operation is mentioned | | | |
| 5 | Modalities of Cooperation are stated | | | |
| 6 | Funding arrangements if applicable are mentioned | | | |
| 7 | Mutual topics of collaboration if any are identified and stated | | | |
| 8 | Modalities for governing or managing the scope of cooperation are stated | | | |
| 9 | Ownership/authorship issues related to Intellectual property rights (IPR), commercialization and Publications are carefully worked out and stated | | | |
| 10 | Conditions to use the name/logo/official emblem of the other Party | | | |
| 11 | Maintenance of Confidentiality of the Other Party | | | |
| 12 | Terms and conditions related to the Ethical issues/ transfer of biological material/data sharing, if applicable, have been worked out between the Parties And stated in the MOU | | | |
| 13 | Mechanism of dispute resolution is stated | | | |
| 14 | The MOU is not prohibitive on any Party with respect to undertaking/conducting similar programs/ research/academic activities with any other Institution/ organization | | | |
| 15 | Obligations on each Party have been worked out and Stated in the MOU/LINKAGE | | | |
| 16 | Duration of validity is mentioned | | | |
| 17 | Policy of amcndment is mcntioncd | | | |
| 18 | Conditions of termination are mentioned | | | |
| 19 | MOU recognizes the authorized signatories | | | |

Kindly note that this list of documents is tentative and any other document ,as the Competent Authority may deem fit, may be asked for.




PRINCIPAL
 Shri Annasaheb Dange Ayurved Medical
 College, Ashta, Tal. Walwa, Dist. Sangli