MEMORANDUM OF AGREEMENT (MOA)

Whereas the Government of India, Ministry of Health & Family Welfare, Department of Health Research has formulated a scheme for establishment of Model Rural Health Research Units (herein referred to as MRHRU) for transfer of modern technologies and research to the rural settings for providing better health care to the population, under the initiative of development of infrastructure for health research, during the 12th Plan period;

Whereas the details of the scheme have been already communicated to State Health Departments and they have expressed their willingness to establish MRHRU in their State with the financial assistance of Department of Health research, Ministry of Health and family welfare Govt. of India

Now therefore,

This Agreement is made at _________ this _________ Day of _____ 2013

BETWEEN

The Government of __________, Department of ___________(name of the State Government & the Department) (herein referred to as the SG) and the Indian Council of Medical Research______________________________(hereinafter referred to as ICMR) through their authorized signatories ______ which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors.

AND

Department of Health Research, Ministry of Health & Family Welfare, Govt. of India with office at Nirman Bhawan, New Delhi (hereinafter referred to as DHR) through its authorized signatory ______ which expression unless repugnant to the context or the meaning hereof shall include its permitted assigns and successors.

Whereas the above mentioned parties having signed the Memorandum of Agreement (hereinafter referred to as MOA), which will lay the foundation for cooperation and joint action for Establishing the Model Rural Health Research Units (MRHRUs) in the States, and agreed as under:

1. COMMON OBJECTIVES

   i. To develop State/area specific models depending upon the disease profile, topography, morbidity patterns and local conditions for transfer of the
technology for providing better health care services to the rural masses by supporting and undertaking relevant research on local health issues as per the priorities identified by the State Govt. in close coordination with State health authorities. Special focus will be given to tribal areas, hilly terrain, and remote areas.

ii. To create a state-wide research capability within the context of building the National Research Infrastructure, including training the health professionals of State Health System to enable them to carry out health research in the use of modern technologies and to replicate the models at local level.

iii. To facilitate the transfer of appropriate technologies, existing and new, to make them available and accessible to target populations.

iv. To undertake various research projects in close coordination with the State Government Institutions and other research institutes/centres that are relevant and beneficial to the rural population.

2. OBLIGATIONS OF THE DEPARTMENT OF HEALTH RESEARCH

a) To provide requisite funds for the establishment of MRHRUs in respect of approved projects

b) To exercise overall managerial role for release of funds and overall monitoring of the project.

3. Obligations of the Indian Council of Medical Research (ICMR)

(i) To execute the scheme on behalf of the Department of Health Research (DHR), including the following-

(ii) Inviting applications/proposals for setting up of MRHRUs in the States.

(iii) Screening/ Evaluation & Recommendation of the proposals

(iv) Site visits by the Committee or its sub-committee, wherever required.

(v) Seeking Expert Review wherever required.

(vi) Devising suitable internal mechanism as per GFRs and other relevant rules/regulations of the Government of India for speedy execution of the civil works, procurement & installation of equipments, selection & posting of requisite core staff with the active involvement of the State Health Department and the ICMR Institute/Centre with whom the MRHRU would be attached, which would inter alia include-

(vii) Identification of land in consultation with the State Government, as per requisite specifications

(viii) Signing of the MOU with the State Govts (Format at Appendix -III)

(ix) Finalization of layouts/maps for establishing the MRHRUs.
(x) Tendering and hiring the agencies, as per the GFRs, for construction of unit/renovation of space provided by the State Govt.
(xi) Tendering and procuring the equipments, as per GFRs.
(xii) Hiring the contractual staff and other office equipments to run the unit and management of staff cadre at the MRHRUs after following all GFR provisions.
(xiii) Designing and preparing the appropriate/relevant research project proposals to be undertaken by the MRHRU
(xiv) Linking of each MRHRU to the nearest ICMR institute to mentor and guide the research activities of MRHRU relevant to local needs.
(xv) To obtain quarterly progress report from each MRHRU and submit the same to the Department of Health Research for information/necessary action, along with their expert comments,
(xvi) Obtaining Utilization Certifications and other relevant information in accordance with the GFRs.

4. OBLIGATIONS OF THE STATE GOVERNMENT

1) Identification and handing over requisite land / building for providing a covered area of about 620 sqmtr minimum for establishment of the MRHU.
2) Deploying personnel from State Medical Colleges and Health Functionaries
3) To provide hospital infra-structure (equipment and personnel's) for the field / hospital work.
4) To facilitate the DHR/ICMR in activities for successful functioning of the MRHRUs

5. AMENDMENT TO THE AGREEMENT

- The obligations of DHR, ICMR and State Government have been outlined in this MOA. However, during the operation of the MOA circumstances may arise which may call for alternations or modifications of this agreement. These alterations will be mutually discussed and agreed upon in writing.
- No amendment or change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set forth in writing and executed by the respective duly authorized representatives of each of the parties hereto.

6. VALIDITY & TERMINATION

This MOA shall come into effect upon signature of both the parties on the date set forth below and will in force for five years. It may be extended further in its present form or with modifications as may be agreed upon through mutual consent. This MOA can be terminated at any time after the initial project period of five years through mutual consent on three months' notice in writing from either side.

7. INTERPRETATION/MATTERS NOT PROVIDED HEREIN
If any doubt arises as to the interpretation of the provisions of this agreement or as to matters not provided therein, parties to this agreement shall consult with each other for each instance and resolve such doubts in good faith.

Signed on this day........of .................

1. For and on behalf of the State Government
   Authorized Signatory
   Place
   Dated
   Witness:..........  

2. For and on behalf of the ICMR
   Authorized Signatory
   Place
   Dated:
   Witness:...........

3. For & on behalf of the Government of India,
   Ministry of Health & Family Welfare, Department of Health Research
   New Delhi
   Authorized Signatory,
   Place
   Dated:
   Witness:...........