

தமிழ்நாடு தமில்நாடு TAMILNADU

22.1.2021

Director NIRT

CC 507747

Ph: 8056107370, 99405

V. RAJENDRAN,

L.No. 44/B3/97

No.54/420, PANTHEON R

EGMORE, CHENNAI-60

## Memorandum of Understanding

This Memorandum of Understanding Agreement is made on the 10<sup>th</sup> March, 2021 between:

Department of Economics, The Madura College, Madurai, Tamil Nadu - 625 011, an Autonomous College affiliated to Madurai Kamaraj University, Madurai, represented by Principal Dr. J. Suresh, Head of the Department of Economics and Centre for Research in Economics Dr. S. Theenathayalan hereafter called the 'The Madura College (Autonomous)' which term wherever the context so requires or admits shall mean and include its successors in office, assigns and authorized persons, of the one part

AND

ICMR-National Institute for Research in Tuberculosis (NIRT) [Formerly Tuberculosis Research Centre (TRC)], is a permanent institute under the Indian Council of Medical Research (ICMR) which is an autonomous body under the Department of Health Research, Government of India, Ministry of Health and Family Welfare. ICMR-NIRT is constituted as society having its registered office at No 1 Mayor Sathyamoorthy Road, Chetpet Chennai - 600 031 Tamil Nadu represented by Dr. C. Padmapriyadarsini, Director, ICMR-NIRT hereafter called the 'ICMR-NIRT' which term wherever the context so requires or admits shall mean and include its successors in office, assigns and authorized persons, of the other part

## Preamble:

A) The Madura College (Autonomous), is an academic institution which stands like a towering titan between centuries. It has a hoary past spanning a century and a quarter. It has served the cause of higher education with dedication all these decades. The College offers **16 Under-Graduate Programmes, 11 Post-Graduate Programmes, 8 M.Phil Programmes and 9 Ph.D Programmes**. The history of the college reads like a romantic tale. The Government had started a Zilla School in 1856 as an outcome of Macaulay's Dispatch of 1854 on Education. In 1880, a College Department was added to it and it was functioning on the premises where the Madura College Higher Secondary School now stands. An organization called the Madura Native High School Committee was then managing two schools in Madurai, the Native High School in Annakkuzhi Mandapam in West Chitrai Street and a branch of this School in the Velli Ambalam Manadapam in South Chitrai Street. The Government lent the Zilla School building to the Madura Native School Committee in 1888. The Committee saw potentialities in the situation. It offered to take over the Zilla School.

The Department of Economics is in its 74th year of functioning. It is a full-fledged Research Department, with Full time M.Phil Programme and Full time and Part-time Ph.D. Programmes. The Department currently offers B.A., M.A., M.Phil. and Ph.D. Programmes in Economics. UG course in Economics was started during 1946-47 with the medium of instruction in English. A section with medium of instruction in Tamil was opened during 1960-61. The PG course was introduced in 1988. The M.Phil. Programme in Economics has been introduced in the year 2010. The Department has also been recognised as one of the Research Centres leading to Ph.D. Programme in Economics (Full time and Part time) of Madurai Kamaraj University in the year 2010. The Department of Economics is one of the oldest departments in The Madura College.

B) WHEREAS ICMR-National Institute for Research in Tuberculosis (NIRT) [Formerly Tuberculosis Research Centre (TRC)], is a permanent institute under the Indian Council of Medical Research (ICMR) which is an autonomous body under the Department of Health Research, Government of India, Ministry of Health and Family Welfare. ICMR-NIRT is a Supranational Reference Laboratory and a WHO Collaborating Centre for TB Research and Training. Recently, an International Centre for Excellence in Research (ICER) in collaboration with NIH was established at the Centre. ICMR-NIRT functions from three campuses at Chennai, Thiruvallur and Madurai. ICMR-NIRT conducts health research with specific focus on Tuberculosis disease and also pursues research in health care issues of national priorities including HIV/AIDS and SARS-CoV-2. ICMR-NIRT's key research activities divisions include clinical research, microbiological research, basic science research, epidemiological research, health economics, Health Technology Assessment and socio behavioral research. ICMR-NIRT conducts program evaluations, economic evaluations, operational research in broad interdisciplinary areas related to Tuberculosis and other diseases of priorities.



C) **WHEREAS** both the Parties to this MoU are guided by a common vision and research approaches covering similar thematic areas like Health Economics and Sustainable Development Goals. Both the institutes share common interests towards achieving public health goals of the country, achieve health equity and community development and empowerment goals; implement research intended to achieve sustainable development goals of ending the TB epidemic and the adverse socio economic consequences of the disease at national and sub-national levels. Both the parties have therefore entered into this Memorandum of understanding agreement. This agreement will be based on mutual trust, transparency and co-operation between the parties.

D) **WHEREAS** the broad purpose of this MoU is a step towards enabling both the parties to the MoU to work together effectively to enhance the impact of economic, social, operational, and health system research and interventions for addressing the major public health issues of the country, with emphasis on tuberculosis other diseases of national priority. To enhance and sustain the impact of economic research driven health interventions across communities and geographies, to establish the mutual support to enhance the capacity building in health research and related socio-economic research.

E) **WHEREAS** both the parties to this MoU agreed to enter in to this agreement and both the parties conveyed their willingness to act as such; and after due deliberations, discussions and negotiations, the parties have agreed to work together and have agreed to reduce the agreement in writing - now therefore, this agreement witnesses as under: -

### **1. SCOPE OF WORK:**

1.1 Both parties agree to contribute relevant resources and strengths pursuant to its commitment and in furtherance of objectives of this MOU.

1.2 Both the parties after considering their objectives and strengths have agreed:

- To have an understanding for collaboration to undertake research with specific focus on health economics, socio-economic research and operational research aspects of tuberculosis, COVID-19 and other health and related developmental issues of national priority.
- Extending health economics and socio-economic research knowledge and expertise mutually for both researchers, academics and students in both the organizations to carry out the said research with specific focus on health economics, socio-economic research in a mutually beneficial way.

- Building research capacity for the students in the disciplines of health economics research, Health Technology Assessment, socio-economic research behavioral economics research, operational and implementation research.
- Practical exposure, guest lecture, internship programme, workshop, conferences for the students of The Madura College in the disciplines of health economics research, Health Technology Assessment, Behavioral Economics research, socio-economic research operational and implementation research.
- Publish papers and generate Intellectual Property Rights (IPR) benefitting both the Institutions.

### 1.3 Specific terms, conditions and procedural aspects of collaboration:

It is specifically agreed that there will not be any financial commitment on the part of either institution on account of this MoU.

## 2 TERM/PERIOD:

- 2.1 This Memorandum of Understanding agreement is effective from 10<sup>th</sup> March, 2021 and shall be valid for a period of five years and shall be automatically terminated on expiry of the term, unless otherwise modified or further extended subject to such other terms and conditions as may be mutually agreed upon.
- 2.2 This MoU may be terminated by either party by giving three months notice in writing to the other party. Either of the parties shall honor within a mutually agreed period, the outstanding commitments, if any, as on the date of termination.

## 3 TERMS & CONDITIONS:

- 3.1 Words importing the singular only also include the plural and vice versa without in either case altering the meaning of the context.
- 3.2 Both parties hereunder agree that any information disclosed by one party to the other shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization that has a need to know for purposes authorized by the relevant agreement. All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or

persons except to the organization authorized by either of the parties hereunder on need to know the basis for the execution of the work.

- 3.3 The obligations that are created under this MoU on either party as well as through subsequent relevant agreements on either party shall be duly discharged during the term of the MoU and agreement and after their expiry/termination.
- 3.4 Both parties can seek intellectual property rights on joint names of the parties as mutually agreed on case to case basis.
- 3.5 Intellectual property generated during the activities under the MoU shall be shared jointly. The extent of ownership shall be shared by the parties proportionally to their respective intellectual, material and financial contributions.
- 3.6 The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by the Steering Committee.

#### **4 PUBLICATION & PATENT**

- 4.1 Publications, if any, in respect of the activity under this MoU shall be in the names of involved personnel from both the parties. The authorship order should be given according to preference of the work done and its importance to that outcome. In all publications (papers, reports, etc.,) it will be duly acknowledged that the work has been carried out by/in ICMR- NIRT and The Madura College under this MoU between the parties.

#### **5 NOTICES:**

- 5.1 All notices and other communications required to be served on ICMR-NIRT under the terms and this MoU shall be considered to be duly served, if the same is delivered at or posted by email or registered mail to the ICMR-NIRT. Similarly, any notice to be given to The Madura College shall be considered as duly served, if the same is delivered at or posted by email or registered mail to The Madura College.

5.2 Notices and communications concerning this agreement shall be addressed to the respective people as follows:

<b><u>For The Madura College</u></b> <b><u>Dr. S. Theenathayalan</u></b> Head of the Dept. of Economics and Centre for Research in Economics The Madura College (Autonomous), Madurai, Tamil Nadu - 625 011 Tel: 452-2673354 Mob: +91 9443725362 (O) <a href="mailto:theenathayalan@maduracollege.edu.in">theenathayalan@maduracollege.edu.in</a> (P) <a href="mailto:theenarasee@gmail.com">theenarasee@gmail.com</a>	<b><u>For ICMR-NIRT</u></b> <b><u>Dr. M. Muniyandi</u></b> Scientist-D & Head, Dept. of Health Economics ICMR-National Institute for Research in Tuberculosis (ICMR-NIRT) No.1, Mayor Sathyamoorthy Road, Chetpet Chennai - 600031 Tel: + 919840137837 <a href="mailto:muniyandi.m@nirt.res.in">muniyandi.m@nirt.res.in</a>
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## 6 **ARBITRATION:**

6.1 In the event of any dispute or difference between the parties hereto, such differences shall be resolved amicably by mutual consultation. Where it could not be resolved so, then it shall be referred to arbitration of two Arbitrators, one to be appointed by each party to the dispute and in case of difference of opinion between the said two Arbitrators, then to an umpire appointed by the said two Arbitrators. The decision of the said Arbitrators or Umpire as the case may be shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by the arbitrators or umpire and the arbitration proceeding shall be as provided under the Arbitration and Conciliation Act, 1996

## 7 **JURISDICTION:**

7.1 All legal disputes shall be subjected to the jurisdiction of the courts in Chennai, State of Tamil Nadu only.

## 8 **Modification**

8.1 No modification to this MoU shall be binding unless made in writing and signed by both parties.

## 9 **FORCE MAJEURE:**

9.1 Any of the parties here to shall not be released from its obligations for any reason except for force majeure such as war, strike, fire, acts of God or other causes beyond control of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this MoU as of the date first above written.

For and on behalf of **The Madura College**

By:   
(SIGNATURE)


S. Natanagopal, FCA  
Secretary, MCB

By:   
(SIGNATURE)

Dr. S. Theenathayalan  
Head of the Department of Economics.

WITNESS

**Dr. S. THEENATHAYALAN**  
Head, PG Department of Economics,  
Centre for Research in Economics,  
The Madura College (Autonomous),  
Madurai-625 011.

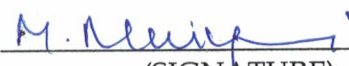
By:   
(SIGNATURE)  
Dr. J. Suresh  
Principal  
The Madura College (Autonomous)  
Madurai - 625 011



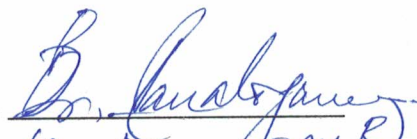
1. P. Kannan

2. K. Jothi

For and on behalf of **ICMR-National Institute for Research in Tuberculosis**

By:   
(SIGNATURE)

Dr. M. Muniyandi  
Scientist-D & Head of the Dept. of Health Economics

1.   
(Dr. K. RAMESH)

By:   
(SIGNATURE)

2.   
Dr. K. RASEENDRAN

**Dr. C. Padmapriyadarsini**

Director

ICMR-National Institute for Research in Tuberculosis

Chetpet, Chennai

डॉ. सी. पद्मप्रियदर्शिनी / Dr. C. Padmapriyadarsini  
निदेशक / Director

आई सी एम आर - राष्ट्रीय यक्ष्मा अनुसंधान संस्थान  
ICMR-National Institute for Research in Tuberculosis  
नं: 1, सत्यमूर्ती रोड / 1, Sathyamoorthy Road,  
चेटपेट, चेन्नै 600 031 / Chetpet, Chennai-600 031.