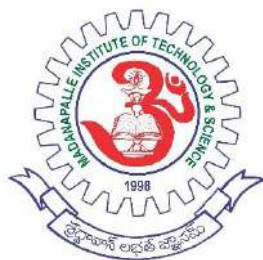


MADANAPALLE INSTITUTE OF TECHNOLOGY AND SCIENCE, MADANAPALLE
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MEMORENDUM OF UNDERSTANDING (MoU) POLICY

2021-22

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Policy for Memorandum of Understanding (MOU) Framework at MITS, Madanapalle

- A. Policy Statement:** This policy is framed to provide guidance and instructions to various departments/ units/ individuals at MITS, Madanapalle concerning the preparation, review, institutional mechanism of approval, etc. of Memoranda of Understanding (MOU) done at MITS, Madanapalle
- B. 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 MITS Madanapalle 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 MITS Madanapalle.
- C. 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.

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-I of the institute to the Research cell for information.

3. **Memorandum of Agreement (MOA):** 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 MOA is to have a written formal understanding of the agreement between parties. An MOA 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 MOA 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 MITS Madanapalle MOU & Innovation committee in a manner analogous to the MOUs.
4. **Memorandum of Cooperation (MOC) or Association:** A less formal agreement, usually of an administrative or technical nature of limited duration. MOCs could be concluded under the umbrella of a certain framework agreement. It is synonymous of MOU.
5. **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.
6. **Party:** The parties to the MOU shall be defined under this clause between whom the MOU/MOA shall be executed. Whereby it is specified that the first party will be the initiator of the MOU/MOA and the second or more party/parties shall be the party with whom the MOU/MOA shall be executed.

D. Parameters of MOU: Every MOU/MOA that MITS Madanapalle 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/MOA. The preamble should broadly describe the mandate and work undertaken by

the Institutes/ parties. As a reference, the description of MITS Madanapalle in the preamble can be:

MITS Madanapalle is an autonomous Institute of National Importance (INI) functioning under the PMSSY Division of the Ministry of Health and Family Welfare (MoHFW) with the objectives of a) correcting regional imbalances in the availability of affordable and reliable tertiary healthcare services b) augmenting facilities for quality medical education to create a critical mass of healthcare professionals, and c) conducting research in the country relevant to the area. The institute is expected to absorb talent, provide highly trained medical professionals for the country and conduct research on national and regional health problems.

WHEREAS

Description of Other PARTY: It will vary as per the Other Party

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 honoured 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 utilising 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 or through-arbitration. 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 MOAs, 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 Bhopal (M.P.) and is subjected to the territorial jurisdiction of District Court Bhopal. If

any other place of arbitration is mentioned in the MOA, 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, 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 Memorandum of Agreement (MOA) and are usually signed by the individual faculty members in the capacity of PI/Co-PI/CO-I, as may be applicable. These MOAs 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 an 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. If the NGO is empanelled with the Niti Aayog, then Unique ID allotted to the NGO by Niti Ayog or details of empanelment with any Ministry of Government of India or State Government
 - iv. Work Experience of last 5 years in the field with government department/Organisation.
 - v. Details of the annual financial statements of the last 5 years maintained by the Private entity/NGO.
 - vi. Details regarding the source of funding.
 - vii. 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, MITS Madanapalle

17. MOUs with Foreign Agencies/Organizations/Institutes:

- a. International collaboration can include all or any of the following elements:
 - i. funding by international agencies, such as UN Agencies, NIH, WHO, Wellcome Trust, World Bank and others;
 - ii. academic collaborations with foreign institutions, universities, organizations, foundations with or without external funding; and
 - iii. formal government inter-country bilateral/multilateral collaborative arrangements between Indian research bodies/institutions and similar bodies/institutions of other countries.
- b. The other Party should agree to understand and follow the relevant ethical guidelines and regulatory requirements which govern foreign funding in India.
- c. The International Party must understand and agree that MITS Madanapalle will function as partners with the collaborator(s) and sponsor(s) in terms of ownership of samples and data, analysis, dissemination, publication and IPR related to research in India, as may be considered appropriate.
- d. Any research specific MOUs in whom such research is proposed, which cannot be conducted in the country of origin shall not be honoured. Hence, ethical approval of the proposed research in the Institute of the Collaborating international Party is essential for research specific MOUs with international collaboration.

- e. It is highly desirable in the International MOUs seeking research collaboration that such collaborating researchers should be trained to understand and recognize ethical perspectives that reflect India's best interests.
- f. The proposer of the MOU shall ensure protection against imposition of moral or ethical standards of the sponsoring country (ethical imperialism) which may not be in agreement with India's ethical, ethical and regulatory requirements.
- g. All biomedical and health research proposals involving foreign assistance and/or collaboration should be submitted to the Health Ministry's Screening Committee (HMSC), ICMR Headquarters, New Delhi, for consideration and approval before initiation.

E. Institutional Mechanism for Approval of MOU:

1. The Standard Operating Procedure (SOP) for processing of MOU Files is provided in the Research cell SOP NO.: RC/14. 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 MITS Madanapalle, 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, MITS Madanapalle 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. Parallelly, 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: iiic@mits.ac.in.
4. The initially marked entity shall forward it to the Chairperson, MITS Madanapalle 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 Chairman, IIIC for Final approval.

7. The IIIC 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 IIIC, the file will be marked to the MITS Madanapalle 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 100/- Non-judicial Stamp. It will be the responsibility of the proposer to get the MOU/MOA 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/MOA 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 recordkeeping and database management.

F. Institutional Mechanism for Approval of MOA:

1. Individual research project specific proposals involving funding will be considered as memorandum of agreement (MOA)
2. The MOA can be initiated by a proposer/Principal Investigator with a covering note sheet along with a draft MOA and mark it to the Chairperson, MITS Madanapalle 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 MOA shall be as described in Clause D “Parameters of MOU) of this Policy however, the obligations on each party of the MOA 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 MOA to the MITS Madanapalle MOU & Innovation Committee for its recordkeeping and database management.

G. Financial mechanism for execution of MOA (Without Foreign Funding):

The Standard Operating Procedure (SOP) for processing of MOU Files is provided in the Research cell SOP NO.: RC/4. 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 MOAs will be in a manner analogous to that for extramural research projects.

H. 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 MITS Madanapalle 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.

I. Digital Dashboard:

1. It will be the duty of the MITS Madanapalle, MOU & Innovation Committee to apprise the faculty members and other officers of MITS Madanapalle regarding the existing MOUs of the Institute with other Universities/Institutes/Entities.
2. A digital dashboard will be created for this purpose on the website of MITS Madanapalle, which will also be updated periodically by the MOU & Innovation Committee, at a frequency not less than every 6 months.
3. The digital dashboard shall contain the information related to the following:
 - i. Name of Other Party(ies)
 - ii. Scope of Cooperation
 - iii. MOU Governing individual(s)/ group
 - iv. Date of execution
 - v. Duration of Validity of the MOU
 - vi. Any amendments and their version
 - vii. List of activities with regard to the scope and objectives of the MOU.

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

S. 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/MOA 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 and/or 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 programmes/ research/academic activities with any other Institution/organisation			
15	Obligations on each Party have been worked out and stated in the MOU/MOA			
16	Duration of validity is mentioned			
17	Policy of amendment is mentioned			
18	Conditions of termination are mentioned			
19	MOU recognises the authorised signatories			

Annexure II: Template for Model MOU/MOA

First Party Logo

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
<<Institute Name>>
AND
<<Industry Name>>

Second Party Logo

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this theday of Month 2024 by and between.

Madanapalle Institute of Technology & Science (MITS) the First Party represented herein by its Principal **Madanapalle Institute of Technology & Science**, And

GS Co. Ltd. the Second party, and represented herein by its _____.

WHEREAS:

A) First Party is a Higher Educational Institution named: **Madanapalle Institute of Technology & Science**,

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **GS Co. Ltd.** the Second Party is engaged in << related fields >>.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2

SCOPE OF THE MoU

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 Internship of Students: The second party agrees to offer internships to the interested students of the first party as needed.

2.4 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.5 Project Collaboration: The second party expresses eagerness to collaborate with both students and faculty of the first party on research and project endeavors. Additionally, the second party is open to receiving expert input from the first party for their ongoing projects.

2.6 Research Collaboration: The second party will actively participate and provide support for the research activities of first party within their expertise and capabilities.

2.7 There is no financial commitment on the part of the **Madanapalle Institute of Technology & Science**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3

VALIDITY

3.1 This Agreement will be valid for ____ or until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4**RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

First Party**Second Party****Name****Designation****Madanapalle Institute of Technology & Science**

Annexure III: List of Documents to be submitted with the proposal for Memorandum of Understanding/Agreement (MOU/MOA) with a Private Entity/ Non-Governmental Organization (NGO)

S. NO.	DOCUMENT	YES/ NO	ANNEXURE
1	Company/NGO Registration Certificate		
2	Memorandum Of Association And Bye-Laws		
3	Whether NGO is empanelled with NITI AAYOG or any other Ministry of Central/State Government		
4	Unique ID Number allotted by NITI AAYOG		
5	Work Experience of Last 5 years		
6	Work Experience of last 5 years with any Government organization/department		
7	Details of Annual Financial Statements of the last 5 years		
8	Details regarding the source of funding		
9	Approval letter of Health Ministry's Screening Committee (HMSC), ICMR Headquarters, New Delhi for all biomedical and health research proposals involving foreign assistance and/or collaboration		

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