



Simplified workflow for research-related MOUs/ MOAs in JIPMER

Purpose of this document

This document details the workflow for approving **Research-Related MOUs/MOAs (Memorandum of Understanding/Agreement)**. The aim is to simplify the approval process of these MOUs in JIPMER and to differentiate these from other MOUs (related to hospital administration, teaching, patient care and other services).

Definition of Research-Related MOUs

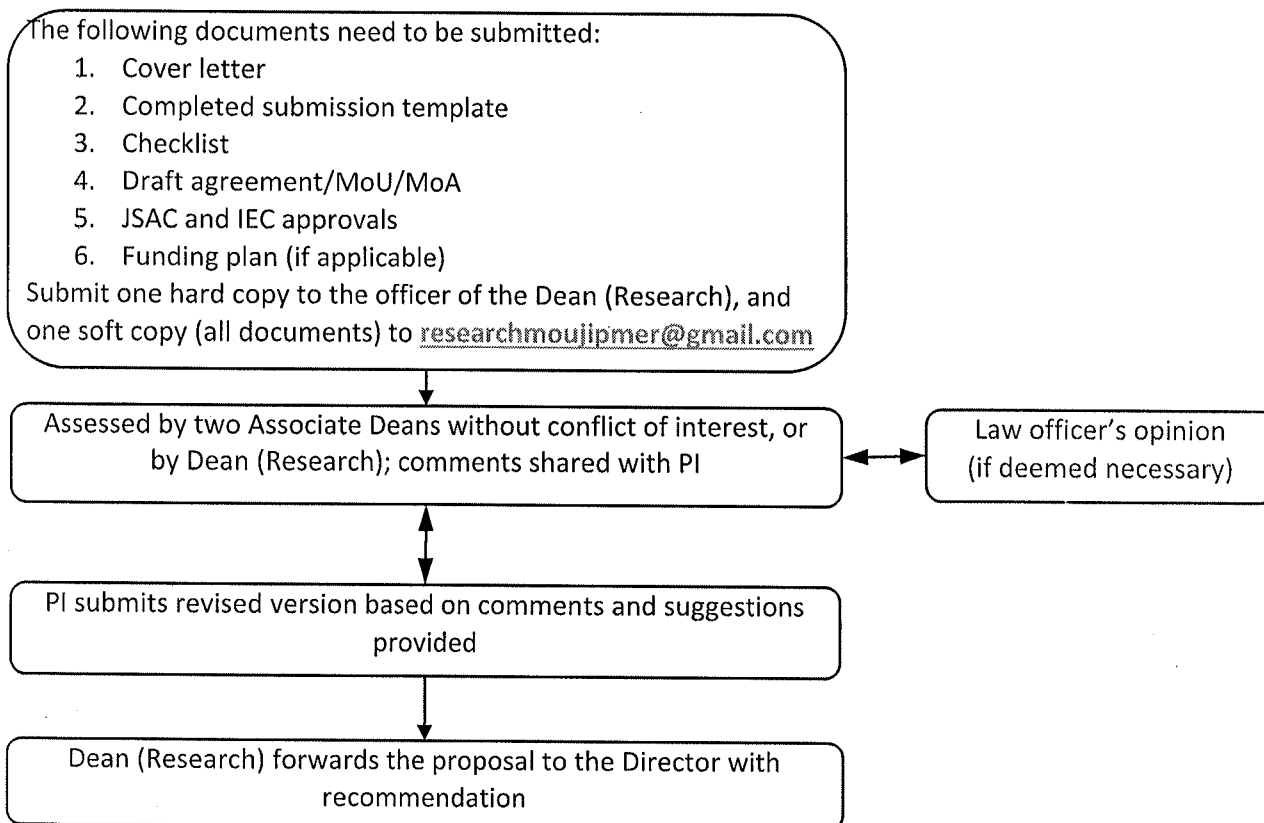
MOUs related to multi-centre research studies approved by the Scientific Advisory Committee (JSAC) and Institutional Ethics Committees (IEC). These include retrospective/ prospective observational studies as well as interventional trials (the studies are investigator-initiated/ academic trials/ studies).

- Both funded and non-funded projects may come under the purview of these MOUs
- MOUs initiated by JIPMER and those initiated by other institutions can be considered

What kind of MOUs will not be considered as research-related MOUs?

1. MOUs related to hospital/patient care activities (including but not limited to MOUs with NGOs and other organizations to support patient care activities) that are not directly related to research (these are to be submitted to the JIPMER International and National Collaboration Cell (JINCC) (previously known as the "MOU Committee"). (Submit in the prescribed format to the Dean Research Office).
2. Agreements related to pharmaceutical industry funded (regulatory) clinical trials/ studies (these are to be submitted to the Sponsored Clinical Trial Research Committee (SCTRC) in the prescribed format per Sponsored Trial SOPs. (Available at this link: [SCRTC](#))

Process workflow for research-related MOUs





JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH (JIPMER)

Dhanwantri Nagar, Puducherry-6

www.jipmer.edu.in

Phone: 0413-2296019-20

Fax: 0413-2272067

Submission Template for Research-Related MOU/MOA approval in JIPMER:

(Submit the research-related MOUs for Director approval along with this template, checklist and supporting documents. Submit one hard copy to the Dean (Research) Office and one soft copy of the entire set (template, MOU draft, supporting documents) to researchmoujipmer@gmail.com)

1. Title of the project:

ID number issued by the Research Division:

2. Is this a new submission Yes/No (if yes, please proceed with items 3 to 12, if no, please proceed to item number 13)

3. Name of the coordinating organisation: JIPMER/ Other

- If not JIPMER, details of the coordinating organisation:

4. Is funding involved? Yes/ No

- If yes, source of funding:
- Approved yes/ no:
- Received funds yes/ no:

5. JSAC approval details

- JSAC Number:
- Approval Date:

6. JIPMER IEC approval details: observational/ interventional

- IEC Number:
- Approval Date:

7. Details of the organization (s) with which MOU is planned:

- Organization Name
- Address
- Contact Person Name
- Address, Email, Phone of contact person

8. Contact person from JIPMER who is involved with the MOU:

- Contact number and email id of the contact person from JIPMER:

9. Timeline of activities planned:

- Proposed date of start
- Proposed date of completion

10. Roles and responsibilities of the centres (if required, can be a separate attachment)

- JIPMER:
- Organisation with whom MOU is planned"

11. Total Budget (planned for the current year)

- Source of funding for the planned activities:
- Whether the MOU involves any specific / continuing financial commitment from JIPMER; if "Yes", give details:

12. Is insurance coverage applicable for this project?

- If yes, provide details
- Proposed insurance cover

13. For amendments/ renewals: (please attach a copy of the initial MOU)

- Date of the initial MOU
- Summary of work one so far in the research study
- Reason for amendment/ renewal and - details of the amendments (can attach as a separate document if needed)

CHANGE IN THE MOU	LOCATION IN DOCUMENT (SECTION, PAGE NUMBER)	REASON FOR THE CHANGE

Checklist for submission of research-related MOU/MOA



JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH (JIPMER)

Dhanwantri Nagar, Puducherry-6

www.jipmer.edu.in

Phone: 0413-2296019-20

Fax: 0413-2272067

The MOU document has to be checked by the PI for statements about the following areas, and this checklist has to be submitted along with supporting documents.

	Clauses	Present/ Absent/NA Remarks if applicable	Section/ page
1	Place of jurisdiction (Suggested: Chennai/ Puducherry but may be other with proper justification)		
2 a	Confidentiality of data		
2 b	Plans for data sharing and access		
3	Sample transfer (If biological samples are being sent to a laboratory other than JIPMER, statement regarding their use and disposal)		
4	Duration of the study		
5	Publication rights, plan, authorship		
6	Adherence to laws and guidelines for the conduct of clinical trials in India		
7	Termination clause (Option of either party terminating the agreement with suitable notice)		
8	Data Sharing		
9	Intellectual property rights (if applicable to the project)		
1 0	Dispute resolution (arbitration, jurisdiction)		
		Yes/No	Remarks
	ATTACHMENTS		
1	Cover letter		
2	Protocol document approved by IEC		
3	JSAC and IEC approval certificates		
4	Insurance document (if applicable)		
5	Funding approval (if applicable)		
6	Draft MOU (also original MOU if this is amendment/ renewal)		
6	Any other		

Signature

Name of the PI

Date:



JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH (JIPMER)

Dhanwantri Nagar, Puducherry-6

www.jipmer.edu.in

Phone: 0413-2296019-20

Fax: 0413-2272067

SAMPLE MOU FORMAT

(this MOU format is a suggestion to help Pls to formulate the MOUs and also to check MOUs received from other centers prior to submission)

Study TITLE:

DRAFT
Memorandum of Understanding (MOU)

This MOU is made on this _____ day of _____, 20....(Effective Date)

BY and BETWEEN

JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH, Puducherry (An autonomous body under the Ministry of Health & Family Welfare, Government of India), having its registered office at **Dhanvantari Nagar, Puducherry, 605006,** hereinafter referred to as "**JIPMER**" (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees) of the **First Part**

AND

[**Name of the organisation with whom MOU is entered into**], is an institution having its registered office at
hereinafter referred to as "....." (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees) of the **Second Part**.

WHEREAS all the parts are hereinafter referred to as "**Parties**";

AND WHEREAS the Parties have conceived a **Research Project** titled "**NAME OF THE PROJECT**"

AND WHEREAS, the Parties to this MOU desire to establish
[BRIEFLY DESCRIBE THE PURPOSE OR OBJECTIVES OF THE PROJECT]

1. Subject Matter of Cooperation

Aspects related to the Project titled " _____ "as stated hereunder:

- a....
- b....

2. Definitions

- a) Project intellectual property (IP) shall mean all inventions, innovations, processes, technologies and end products that are outcomes of the Project.
- b) Publication shall mean any disclosure of the results obtained under the project to any third party on a non-confidential basis, including, but not limited to meeting abstracts, seminar notifications, announcements, conference proceedings, trade press articles and manuscripts for submission to refereed journals.
- c).....

3. Work programmes of the parties

That the Parties together will constitute collaborators to above Project, primarily due to mutual interest, and the desire to share their expertise, and agree to share the responsibilities as follows:

[DESCRIBE THE RESPONSIBILITY OF THE PARTIES INDIVIDUALLY AND COLLECTIVELY]

A) JIPMER shall be responsible for

- a)
- b)
- c)

B) Collaborating institution will be responsible for....



JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH (JIPMER)

Dhanwantri Nagar, Puducherry-6

www.jipmer.edu.in

Phone: 0413-2296019-20

Fax: 0413-2272067

- a)
- b)
- c)

C) Both parties will be responsible for

- a)
- b)
- c)

4. Implementation sites

The above Project components shall be carried out at different implementations sites as below:-

(MAY BE DELETED IF NOT NECESSARY)

S.No.	Name of Organization/institute	Implementation Site in the institute	Designated Project Investigator Name and contact details
1.	JIPMER, PUDUCHERRY	Dept
2.			

5. Right of use

- a. The Background IP needed for the Project is available to be used freely by the parties for execution of the Project in terms of this MOU.
- b. Each Party shall promptly make written disclosure to discuss and coordinate with one another the aspects of Project IP including the ownership, cost of protection/maintenance, publication needs, and commercial exploitation of Project results and can enter into separate agreement if required.

6. Confidentiality

- a. During the tenure of the Project, all the Parties agree to maintain strict confidentiality and refrain from disclosure of all or any part of the information and data exchanged/generated from the Project for any purpose other than in accordance with this MOU. It shall be the responsibility of all the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in the Project
- b. The Parties shall not have any obligation of confidentiality with respect to any information that: is in the public domain by use and/or publication at the time of its disclosure by the disclosing party; or was already in possession of the recipient prior to receipt from the disclosing party; or is properly obtained by the recipient from a third party with a valid right to disclose such information and such third party is not under confidentiality obligation to the disclosing party; or was disclosed to any third party on a non-confidential basis prior to commencement of the Project; or is required by public authority, by law or decree.

7. Publications

- a. The parties can jointly publish the work results.
- b. The parties agree that initiating investigator of a project who conceives the idea and creates the proposal and protocol document will be the first author and other major contributor will be the last author and the sequence of the other authors will be as per the number of participants contributed to the paper. Authorship will be assigned in keeping with the International Guidelines (ICMJE). For each individual project, the authorship rules will be mutually agreed upon by participating centers prior to commencement.
- c. All publications arising from this collaboration shall give due credit to the Parties involved. Each Party will use all reasonable endeavors to submit material intended for publication to the other Parties in writing not less than thirty (30) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in any other Party's opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a requirement made by the other Party shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed three (3) months from the date of receipt of the material by such Party, although the publishing Party will not unreasonably refuse a request from the other Party for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the



JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH (JIPMER)

Dhanwantri Nagar, Puducherry-6

www.jipmer.edu.in

Phone: 0413-2296019-20

Fax: 0413-2272067

publishing Party within thirty (30) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication.

- d. Individual Centers can publish or present their own centre's data independently of the group data
- e. ...
- f. ...

8. Data Ownership

Each of the data contributor shall own the data to the extent of the contribution. Joint exploitation among the parties including joint publication shall be in accordance with the mutually agreed terms.

9. Force Majeure

The Parties shall not be held responsible for non-fulfilment of their respective obligations in successful completion of the Project under this Agreement due to the exigency of one or more of the *force majeure* events such as but not limited to acts of God, war, flood, earthquakes, strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming *force majeure*, epidemics, riots, civil commotion etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the Party affected has given a notice in writing to the other Parties within one month of such occurrence or cessation.

10. Responsibilities of the Principal investigator and Collaborators

The parties agree that [LEAD SITE] institute will be the coordinator and have the following responsibilities and rights to decide following activities.

- Access to central data
- Monitoring
- ...

11. Alterations

Any alteration or amendment to this MOU shall be made in writing by the parties after due notice and discussion.

12. Validity and Termination

- a. The MOU shall be effective from the date of its signing by all the Parties. The MOU shall be valid for 3 years or till the completion of the project implementation by all the parties whichever is later.
- b. The Parties may renew/terminate this MOU by mutual consent.

13. Severability

In case any one or more of the provisions or parts of a provision contained in this MOU shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this MOU; such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

14. Assignment of Rights and Duties

Rights and Duties in this MOU cannot be assigned to third party either in whole or in part, without the prior written consent of the other Parties.

15. Dispute Resolution Committee

In the event a claim, difference or dispute that arises out of or in relation to or in connection with the interpretation, validity or implementation or alleged breach of this MOU (the "Dispute"), the Parties shall attempt in the first instance to resolve the Dispute through amicable consultations. If such resolution is not possible, then the unresolved dispute or difference whatsoever arising between the parties shall be referred for arbitration in accordance with the Arbitration Act, 1996. The MoU shall be considered, interpreted and governed by the laws of India and Courts at Puducherry shall have exclusive jurisdiction in all such matters.

16. Intellectual property

The following policy will be followed for any intellectual property arising out of this collaborative project:.....

17. Notices



JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH (JIPMER)

Dhanwantri Nagar, Puducherry-6

www.jipmer.edu.in

Phone: 0413-2296019-20

Fax: 0413-2272067

Notices shall be sent to the contact person at the address as set forth herein. The Parties shall duly notify each other in the event of any change.

IN WITNESS WHEREOF, the foregoing has been agreed to and accepted by the authorized representatives of each Party whose signatures appear below.

	For <Ins name>	For JIPMER
Principal Investigator -1	PI Name Designation Date	PI Name Designation Date :
Co-PI (DELETE IF NOT REQUIRED)	Co-PI Name Designation Date	Co-PI Name Designation Date
Institution Head/ Representative	Name Designation: Date :	Name Designation: Director Date :