**“Annexure 5”**

**Memorandum of Agreement**

This **Memorandum of Agreement** (The “MoA”) is entered into as of this day of (the “Effective date”), by **All India Institute of Medical Sciences**, Jodhpur, with office located at

**Marudhar Industrial Area, 2nd Phase, M.I.A. 1st Phase, Basni, Basni, Jodhpur, Rajasthan 342005**

AND

The institution of ……………………………………………………… is not for profit organization and engaged in academic, patient care and/ or research in……………………………………fields.

Whereas both the above parties after discussions having signed the Memorandum of Agreement (MoA), which will lay the foundation for cooperation and joint action related to matters of mutual interest and decided to deduce their respective roles jointly here under:

1. **OBJECTIVES AND CONDITIONS OF MoA:**

A) Both the parties decided to work closely on the proposed research project entitled “……………………………………………………………………………………………………………………………………………”

This study will be an attempt to enhance the knowledge in the fields of……………………………………………………………. with reference to the project.

(area of work)

B) The department of…………………., AIIMS Jodhpur and………………………………….. (PI/CoPI) from The Institute of……………………………..will supervise the above-mentioned research project.

C)The department of…………………………….., AIIMS, Jodhpur will provide……………………………………………………………………………………………….and

samples/test/procedures relevant to the proposed project. The clinical samples/ infectious materials shall be sent outside the country (if necessary) only after approval of the competent authority and the number of samples to be decided by the competent authority. The confidentiality of the samples will be protected.

D) The Institute……………………………………. (Collaborating institute), (address) will be providing ………………………………………………relevant for the project.

(Activities/Regents/Tests)

E) Both parties will have academic/commercial interest in this project.

F) The important research findings from the activities covered under this MoA may be published in peer-reviewed national and International journals. All the participants from the collaboration institutes will be co-authors of research papers that emanate from the proposed project work.

G) This study will/will not involve animal models or radioactive material. Clearance from the respective committees will be obtained as needed.

H) This study will/will not deal with treatment issues.

I) This study will/will not deal with Innovation/Medical device development.

**J)** **Any transfer technology/generation of prototypes should be combined property of the AIIMS Jodhpur and the ………………………………………. (Collaborating Institute).**

**K)** **If any IPR develops from the proposed collaborative project between AIIMS Jodhpur and…………………………………………………………………. (Collaborating Institute), the benefits shall be shared between both the institutes in ……………ratio.**

**H)** **Any outcomes of the patient data used in the form of publication as well as IPR generation directly or indirectly in the interest of AIIMS Jodhpur should be taken care of with prior agreement**.

**2. AMENDMENT TO THE AGREEMENT**

Any alternations or modifications of this Agreement shall be operational during the project work situations following mutual discussion and agreement in writing.

**3. INTERPRETATION/ MATTERS NOT PROVIDED HEREIN**

In case of difficulty/ doubts, the interpretation of the provisions of this Agreement of those matters is not provided herein, the collaborating institutions/parties shall resolve such issues in good faith after consulting with each other.

1. For Signature: (PI/Co-PI) For Signature (witness)

AIIMS, Jodhpur AIIMS, Jodhpur

Date: Place: Date: Place:

1. For Signature: (PI/Co-PI) For Signature (witness)

(Name of collaborating institution) (Name of collaborating institution)

Date: Place: Date: Place: