Memorandum of Understanding
between
Regional Occupational Health Centre (Southern), Bangalore
National Institute of Occupational Health, Ahmedabad
And
SDS Tuberculosis Research Centre and Rajiv Gandhi Institute of Chest Diseases, Bangalore

This Memorandum of Understanding (hereinafter referred to as MOU) entered into and executed on 30th November of 2016 (hereinafter referred as “Execution Date”) Regional Occupational Health Centre (Southern), located at Poonanahalli Road, Kannamangala Post, Devanahalli TK, Bangalore 562110 (hereinafter referred to as ROHC(S) as the context permits). ROHC (S) established in the year 1977 as the permanent centre, with its head office, National Institute of Occupational Health, Meghaninagar, Ahmedabad under the aegis of the Indian Council of Medical Research, New Delhi. The ROHC (S)-NIOH, has been engaged as dedicated research centre in Bangalore, Karnataka for catering the needs of southern states;

- To promote the physical and mental health, and safety at work;
- To conduct intensive research in the field of occupational and environmental health;
- To apply basic research data towards devising of new technique(s) to improve workers health and safety

and

SDS Tuberculosis Research Centre and Rajiv Gandhi Institute of Chest Diseases at Someshwaranagara, I Main Road, Dharmaram College Post (Near
NIMHANS), Bangalore – 560 029 established in the year 1948 to improve the facilities for Chest Diseases including Chest Trauma cases. Further to improve the facilities and impart teaching and training programme and Research activities Government of Karnataka has accorded autonomous status vide GO.No. HFW 70 MSF 2008, Bangalore, Dated 18-05-2009. This Institute is a 470 bedded teaching Government run Autonomous Institute consisting of two departments viz., Department of Pulmonary Medicine and Department of Thoracic Surgery. This is a state referral centre for Pulmonary Medicine and Thoracic Surgery.

ROHCS-NIOH is engaged in conducting and promoting research in various areas of biomedical sciences through using Task Force approach as well as providing assistance to ad-hoc research studies and building a highly skilled pool of biomedical researchers, factory medical officers and industrial hygienists in the region. The ROHCS-NIOH priorities coincide with Occupational Health and its connected areas of research. All these efforts are undertaken with a view to reduce the burden of disease and to promote occupational health and wellbeing of population living in the southern states of India.

Both parties realize that working together is desirable to promote occupational health research. Both parties agreed to enter into a MOU for working and cooperating with each other, using their respective expertise, knowledge and resources, to strengthen the occupational diseases monitoring system through innovations in biomedical technologies and enhance capacity for reducing the burden of disease.
Article I: Principle of cooperation

ROHCS-NIOH and SDS TRC & RGICD agree to develop their research and academic links in the areas of occupational/chest disease burden estimation, implementation of clinical investigations and capacity building under the principles of mutual understanding, common interests and mutually complementary activities. This would include:

1. Facilitation of collaborative research in areas mutually agreed upon by the two partner organizations that are related to occupational health problem in the Karnataka state.

2. To set up jointly “Rural Health Occupational Outreach Services” in Sadahalli and adjacent Villages of ROHCS for the benefit of community.

3. To start an Occupational Health Clinic at SDS TRC & RGICD initially for half day by posting suitable scientists / Medical officers / specialists in a week and further extendable depending on need and requirement.

4. To promote institutional and individual contacts among research scholars, students and personnel of both the institutes.

5. To provide opportunities for both faculty, scientists, staff and students to make optimal use of the expertise and facilities available in both the organizations through training of faculty/students/staff and to start Diploma, Post graduate, Phd programme and to conduct sessions/seminars/workshops/conferences and meetings etc for collaboration among researchers and technical staff of the two partner organizations.

6. To work jointly for the common research interest at national and international levels.
7. To support the exchange of academic, research and training material to be generated with this MOU.

8. To encourage any other activities that both the institutions agreed upon for mutual benefits.

**Article II: Areas of Cooperation**

1. Scientists at ROHCS-NIOH and SDS TRC & RGICD may undertake joint research on occupational health and other areas of relevance to local problems and concerns from their respective budgets through mutual consent.

2. Scientists/staff working at ROHCS-NIOH may be enrolled for the academic and training programmes conducted by SDS TRC & RGICD and its institutes on a preferential basis, vice versa.

3. Masters and Post-Graduate Diploma students enrolled at these institutes may carry out part of their thesis, dissertation or research work at ROHCS-NIOH / SDS TRC & RGICD as mutually agreed.

4. Scientists/Specialists at ROHCS-NIOH / SDS TRC & RGICD may deliver lectures in areas of their specialization in the training / academic programmes conducted by these institutes as visiting faculty on mutually agreed days and timings.

5. To build up a registry on chest diseases focusing attention on occupational diseases.

**Article III: Duration and termination of the MOU**

1. This MOU is valid and effective from the date of execution by the parties and shall remain in effect initially for three years, and thereafter can be renewed by mutual consent.
2. This MOU may be amended at any time by written mutual consent of the parties.

3. This MOU may be terminated by either party by the provision of written notice of termination, not less than 6 (six) months prior to desired termination date. However, both parties agree that previously agreed continuing obligations to funding bodies or other entities are met in full subsequent to the notice of termination.

4. The termination of this MOU will not affect validity or duration of any legally binding obligations of confidentiality, ownership of Intellectual Patent rights or any implementing arrangements made under this MOU.

5. In the event of any dispute(s) arising between the parties hereto, it shall be the endeavor of both the parties to first make an attempt to resolve the dispute amicably by mutual discussion and deliberations, failing which the dispute shall be referred to Arbitration as per the provisions of the Arbitration and Conciliation Act 1996.

6. This MOU is a non-financial MOU, wherein no transfer of funds from one party to the other party will take place for the activities mentioned herein. Each party shall be responsible to manage its own finances for the completion of activities mentioned herein, unless a separate agreement for fund transfer from one party to the other party is entered into for a defined specific purpose.

7. The Officer in Charge, ROHC (S) will represent for all matters related to the MOU signed on behalf of Institute / Council for monitoring and implementation.
Article IV – Miscellaneous

1. A suitable mechanism will be developed between the two organizations for monitoring the joint collaboration.
2. A Suitable working space will be provided to ROHCS by SDS TRC & RGICD in their premises for carrying out the research and Vice Versa.
3. During the period of MOU if circumstances arise for alterations or modifications then these alterations will be mutually discussed and agreed upon in writing.
4. The parties agree to comply with all laws applicable within the Bangalore City jurisdiction.
5. Data generated through such collaborative research will be published in scientific journals jointly.
6. Any IPR generated by collaborative research under this MOU will be shared jointly.

IN WITNESS WHEREOF, both the parties have set and subscribed their respective hands to this Memorandum of Understanding on the date and place first mentioned above, in the presence of following witnesses:

Dr. Sunil Kumar M.Sc Ph.D  
Director-in-Charge, NIOH

Dr. Shashidhar Buggi, MBBS, MS, M.Ch  
Director SDS Tuberculosis Research Centre & Rajiv Gandhi Institute of Chest Diseases

Dr. B. Ravichandran M.Sc Ph.D  
Officer- in- Charge, ROHC (S)

Witnesses: 1) 2)