



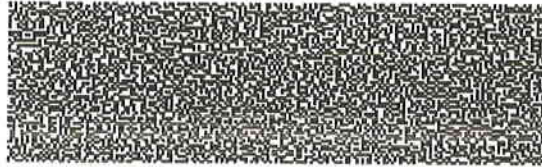
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Government of Karnataka

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered on

01/04/2024

Between

**NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES (NIMHANS)
BENGALURU, KARNATAKA.**

National Institute of Mental Health and Neurosciences (NIMHANS) declared as an Institution of National importance by Act of Parliament "The National Institute of Mental Health and Neurosciences, Bangalore Act, 2012" by Government of India vide the Gazette of India notification dated 14th September 2012. It is an Institute of national importance functioning under the Ministry of Health and Family Welfare, Government of India. The institute is duly represented by The Director, NIMHANS.

And

MS

Statutory Alert:

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2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Signature

Sri Devaraj Urs Academy of Higher Education and Research

INDIA NON JUDICIAL Government of Karnataka e-Stamp Certificate No. IN-KA51395487985167W Issued on 07-Mar-2024 01:09 PM Account Reference: NONACC (FI)/ kagcsi08/ JAYANAGAR/ KA-JY Unique Doc. Reference: SUBIN-KAKAGCSL0864460634194150W Purchased by: THE DIRECTOR NIMHANS BENGALURU Description of Document: Article 5(J) Agreement (in any other cases) Property Description: MEMORANDUM OF UNDERSTANDING Consideration Price (Rs.): 0 (Zero) First Party: THE DIRECTOR NIMHANS BENGALURU Second Party: THE REGISTRAR SDUAHER KOLARA Stamp Duty Paid By: THE DIRECTOR NIMHANS BENGALURU Stamp Duty Amount(Rs.): 500 (Five Hundred only)

**SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH
(SDUAHER)
KOLAR, KARNATAKA**


Sri Devaraj Urs Academy of Higher Education and Research, Tamaka, Kolar is a Deemed to be University declared Under section 3 of UGC Act, 1956, vide Notification No.F.9-36/2006-U.3(A) Dt. 25th May 2007, MHRD, Government of India. The Deemed to be University is sponsored by the Sri Devaraj Urs Educational Trust for Backward Classes, Kolar – a Trust, which has set up educational institutions in rural areas of Karnataka, with a focus on Medical Education and Social Service. Through the colleges/Hospitals and other institutions set up by it, the trust has sought to make significant contribution to Medical Education, Research and Health Care to Rural population. The trust is duly represented by The Registrar, SDUAHER, Kolar.

Each of the parties mentioned above are individually referred to as 'Party' and collectively referred to as 'Parties'.

The terms and conditions under which SDUAHER, will serve as a project implementation site, for the NIMHANS-NH-SKAN COHORT PROJECT, titled "*Population based cohorts across stroke life course and development of a comprehensive stroke care model at district level - A demonstration project in India - NIMHANS-NH-SKAN Cohort project*" conducted by the Dept. of Epidemiology, Centre for Public Health, NIMHANS. The Government of Karnataka through its Directorate of Health and Family Welfare and Health Officer, is supporting this project vide letter DD/NCD/21/2020-21 (A) (E-1030135) dated 08th May 2023 and Mu.Aa.A(Sa.A)/Pi R/L-1816/2022-23 dated 06th March 2023. The terms of the MoU are applicable to the project identified below conducted by the Dept. of Epidemiology, Centre for Public Health, NIMHANS.

Principal Investigator: Dr. Pradeep B S, Professor and Head of Epidemiology, Centre for Public Health, National Institute of Mental Health and Neuro Sciences (NIMHANS) shall be the principal investigator.

Duration: Five Years – 01/04/2024 - 31/03/2029


Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
Tamaka, Kolar - 563 103.


DIRECTOR
National Institute of Mental
Health and Neuro Sciences, Bangalore - 560 029

1. Background

NIMHANS-NH-SKAN is a large cohort study aimed at understanding the natural history of stroke employing a mixed cohort study design. This will be conducted in talukas of Kolara district and in two urban wards namely Pattabhiramanagar/Shakambari Nagara and Byrasandra in Bengaluru city. The estimated sample size of ~2 lakh people aged 30 years and above will be followed up for a period of 4 years as 'Stroke-free cohort' stratified based on a set of risk factors (obesity, stress, substance use, and diet physical activity, other NCD cohorts) amongst the eligible population of 4 lakh. Subsequent to the first-ever incidence of stroke among participants, a new cohort named 'Stroke cohort' will be formed utilizing a prospective cohort study design consisting an expected case load of 750 cases over 3 years to accomplish the objectives defined below. The study also adopts a Quasi Experimental Pre-Post intervention study design to a sample of 255 stroke cases in each arm to study the effectiveness of a **Comprehensive Acute Stroke CARE moDEL (CASCADE model) developed to improve preparedness, management of stroke, ensuring improved survival, reduced disability and enhanced quality of life of stroke patients.**

2. Responsibilities of SDUAHER, Kolar.

- 2.1 Facilitate all activities of the project including data/sample collection, analysis of biological samples and reporting
- 2.2 Test all samples as per the approved laboratory testing algorithm
- 2.3 SDUAHER faculty will communicate the clinical details and findings, laboratory results and the completed and accurate line list to Principal Investigator, Dept. of Epidemiology, NIMHANS, as and when required/requested
- 2.4 Nominate personnel for workshop/training/review meetings when requested
- 2.5 Take part in the quality assurance program conducted by NIMHANS
- 2.6 Recruit field data collectors as required upon approval from NIMHANS for the project.
- 2.7 Assist the project team/staff appointed by NIMHANS/SDUMC for the project in implementation of the project.
- 2.8 Maintain an inventory of all supplies and/or equipment provided for the project work.
- 2.9 Ensure that updated project progress reports for the preceding calendar month are sent to NIMHANS by the 10th of every month.

3. Responsibilities of Dept. of Epidemiology, NIMHANS

- 3.1 Will function as the overall Project Coordinators.
- 3.2 Will liaison with SDUAHER faculty and State/ district programme officers and for the smooth functioning of the project.
- 3.3 Shall give due credit (Authorship) to all the designated and participating members of SDUAHER in publications/presentations that arise out of the work carried out in the project as per mutually agreed publication policies.
- 3.4 Will conduct External Quality Assurance program to ensure quality in Laboratory testing periodically.


DIRECTOR
National Institute of Mental
Health and Neuro Sciences, Bengaluru - 560 029


Registrar
Sri Devaraj Urs Academy of Higher
Education and Research

- 3.5 Provide training for personnel nominated by NIMHANS and SDUAHER for the project.
- 3.6 Assess and review of the progress of the project along with SDUAHER staff as and when required.
- 3.7 Conduct training/ review meetings/ workshops.
- 3.8 Shall provide required technical and other assistance to SDUAHER for the complete implementation of the project
- 3.9 Will assist and coordinate the team visit to the project sites every three months and monitor all activities and processes.
- 3.10 An IEC plan will be developed to inform study team about the cases (stroke cases).
- 3.11 Review and monitoring will be done by expert advisory group every 6 months, by independent monitoring team every 3 months and quality checks by project team.

4. Financial responsibilities:

- 4.1 The financial assistance received by NIMHANS for NIMHANS-NH-SKAN Project will be disbursed to SDUAHER, Kolar to meet the following expenses
- a) Salaries for field data collectors recruited under the project as per agreed numbers (not exceeding ₹15,000 per data collector). The number of data collectors will be around 40. The exact numbers shall be decided before the study begins.
- b) Travel expenses for site visits by project staff (not exceeding ₹5,000/month)
- c) Consumables and other contingency expenses connected with the testing of samples
- d) Sample transportation costs (on actuals)

A budget plan for the first year is provided below

Line item	Particulars	Unit cost	No. of Units	Months	Total cost
1	Salaries – Field data collectors including Lab sample collectors-~40 in number	15000	40	9	54,00,000
2	Travel for field data collectors	4400	40	9	15,84,000
3	Travel for investigators from SDUAHER (on actuals)	3000	5	12	1,80,000
4	Consumables and other contingencies including sample transportation	5000	1	12	60000
5	Total				72,24,000/-

4.2 This amount shall be disbursed in three instalments. The first instalment of 40% shall be disbursed to SDUAHER. Second instalment of 40% and final instalment of 20% shall be disbursed following provision of Utilization certificates and Statement of Expenditures as appropriate. If required, NIMHANS may request SDUAHER to provide bills and receipts for the same. SDUAHER needs to maintain the accounts which is open to Audit by NIMHANS.

4.3 This amount will be fixed yearly depending upon the actual expenses incurred during the previous year and the projection for the coming year. Any other requirements, if any, will be considered on mutual discussion. The continuation of the project is consequent to the continuation of funding from SKAN Research Trust. In case of discontinuation of the project, advance notice shall be provided as per item 6 below.

5. Record keeping and access

5.1 All data collected will be uploaded into a password protected (3-layers) server with access only to specific authorized individuals within the study team. Every access and activity within the server will be logged as per pertinent policies, rules and guidelines.

5.2 The core team within NIMHANS shall check for completeness, quality and accuracy of data collected utilizing specifically developed quality check formats. Any discrepancy/clarifications shall be sought with the field team and rectified/ modified within the server on a weekly basis.

5.3 Only specific core team members within NIMHANS, authorized by the Principal Investigator, shall have the access and rights to modify data as per protocol.

5.4 Both parties shall maintain data confidentiality.

6. Term and Termination

6.1 The initial term of this agreement will commence on the 1st Day of April 2024 and shall continue for five years from the date of commencement, unless otherwise terminated in writing by either party as provided herein.

- a) Either party may terminate the agreement upon 90 days' written notice to the other party.
- b) In the event of a material breach of any terms of this agreement, any party may terminate the agreement upon filing written notice of any material breach of its terms with the other party, and affording the breaching party 15 working days to rectify the breach to the noticing party's satisfaction.

7. Amendments


This agreement may be modified, cancelled, or renegotiated upon mutual consent, at any time, through an amendment signed by authorized representatives of the organizations.

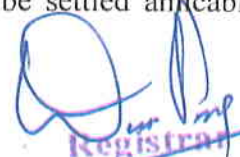
8. Governing Law and jurisdiction of court

This MoU and all issues arising out of the same shall be construed with the laws of India.

9. Dispute resolution laws

9.1 Any dispute(s) arising out of this MoU shall, as far as possible, be settled amicably between the Parties here to failing which the following shall apply.


DIRECTOR
National Institute of Mental
Health and Neuro Sciences, Bengaluru - 560 029


Registrar
Sri Devalaya Academy of Higher
Education and Research

Any dispute under this MoU shall be referred to arbitration by a sole arbitrator to be appointed jointly by the Parties. The arbitration proceedings shall be held in Bangalore, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force. The Parties agree that the arbitration award shall be final and may be enforced as a decree. The Parties further agree that subject to the above only the competent courts at Bangalore, India shall have jurisdiction in all matters arising hereunder.

10. Force majeure

If and to the extent that a Party's performance of any of its obligations under this MoU hindered or delayed by fire, flood, earthquake elements of nature or acts of God, pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this MoU by giving the other Parties notice of termination in writing.

11. Limitation of liability

Neither Party will be liable for, nor will the measure of damages include, any punitive or consequential or indirect losses or damages, including lost profits or third party claims arising out of or relating to its performance or failure to perform under this MoU. Liability for all punitive or consequential or indirect losses or damages is hereby expressly excluded.

12. Data and Confidentiality

(a) The Parties each hereby acknowledge and agree that in connection with the Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("Confidential Information")

(b) The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party in relation to some other Confidential Information ("Disclosing Party") and that the terms of this

Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides

(c) In relation to any Confidential Information

(I) the Receiving Party shall keep the Confidential Information confidential and secret.

(II) the Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum.

(III) the Receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.

(d) If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information

(e) Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project

(f) Each party agrees not to reveal the identity of the individuals who have produced the art work or any other product, without his/her or his/her legally authorized representative's explicit written consent, to any third party or media, including in their reports, articles or presentations

13. Signatures:

a.) Authorized Signatories:

Signature:

Date:

Name: Dr. Pratima Murthy 22/3/24

Designation: Director

Address: NIMHANS

Phone: 91-80-26995001/5002

email: dirstaff@nimhans.ac.in

Dr. Pratima Murthy
Director
National Institute of
Mental Health & Neuro Sciences
Bengaluru - 560 029



Signature:

Date:

Name: Dr. D.V.L.N. Prasad


Designation: Registrar

Address: SDUAHER, Kolar

Phone: Registrar

Sri Kolaraj Urs Academy of Higher
Education and Research
Tamaka, Kolar - 563 103.

b.) Witnesses

Signature: 
Date: 22/3/2024
Name: Dr BS Shankaranarayana Rao
Designation: Registrar
Address: NIMHANS
Phone: 91-80-26995005
email: regt@nimhans.ac.in

कुलसचिव / REGISTRAR
राष्ट्रीय मानसिक स्वास्थ्य और
तंत्रिका विज्ञान संस्थान, बेंगलूरु
National Institute of Mental Health
& Neuro Sciences, Bengaluru-560 029

Signature:

Date:


Name:

Designation:

Address:

Phone:

email:


21.3.24

Dr. Krishnaiah

M.S and

professor of

pediatrics
SDMC
Kolar