

Memorandum of Understanding
Between
Nursing Research Society of India (NRSI)
And
INSTITUTE/ UNIVERSITY/ORGANIZATION NAME

This Memorandum of Understanding (hereinafter referred to as “Memorandum”) is made this (hereinafter referred to as “Effective date”) between Nursing Research Society of India, choitram college of nursing, Manik Bagh road, Indore-452014 hereinafter referred to us “NRSI” and **INSTITUTE/ UNIVERSITY/ORGANIZATION NAME with Address**”.

ARTICLE 1: PURPOSE

The NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) hereby establish a formal affiliation for the purpose of enhancing the relationship between NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) through the promotion and development of collaborative research and other cooperative activities and assistances in areas of mutual interest and benefit. The NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) anticipate that such activities may include **any or all** or the following:

1. Exchange of researches;
2. Collaborative research;
3. Exchange of documentation, research material, publication and information on field of mutual interest;
4. Development, organization and hosting of joint Research symposia, conferences, workshops and meetings;
5. Exchange of information, advice and assistance relating to areas of mutual interest;
6. Other activities of mutual benefit for NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME).

ARTICLE 2: TERMS AND CONDITION OF PROGRAMS AND ACTIVITIES TO BE EVIDANCED IN FUTURE WRITTEN AGREEMENTS

All future programs and activities shall be subject to the approval of both NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME), the availability of appropriate financial and administrative support and compliance with all applicable laws and regulations and policies of NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME). Each program and activity meeting these criteria shall be evidenced in a separate written agreement, executed by duly authorized representative of NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) and shall describe all of the terms and conditions relating to the program or activity and its implementations, including all financial obligations.

ARTICLE 3: EFFECT OF THIS MUSTER AGREEMENT

This memorandum is a master agreement and describes the arena for future projects and relationship between the NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME). It is not intended to contain any specific information regarding the terms and conditions of any intended or anticipated programs and activities between the NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) and specifically excludes the grant of any benefit to, or the imposition of any obligation on both NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME)

ARTICLE 4: TERMS AND EARLY TERMINATION

This Memorandum shall become effective as of the Effective Date and shall continue for a term of five (5) years. Thereafter, it may be renewed for additional terms upon the written consent of both NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) and upon such terms and conditions as agreed to by NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) at the time of renewal.

Either NRSI or (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) may terminate this Memorandum at any time upon giving at least ninety (90) days prior written notice to the other Party. There shall be no penalty payment due upon the early termination of this Memorandum.

ARTICLE 5: EFFECT OF EXPIRATION OR EARLY TERMINATION

If, at the expiration of the initial or any subsequent renewal terms, either NRSI or (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) do not agree to renew this Memorandum, or upon the early termination of this Memorandum, all of the current programs and activities shall be terminated as soon as reasonably practicable and upon terms agreed to between the NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME). All separate agreements evidencing such programs and activities shall continue in full force and effect until the cessation of the program or activity in accordance with the terms and conditions agreed to between the NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME).

ARTICLE 6: TERMS OF FUTURE AGREEMENTS

Each agreement which is subsequently entered into NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) to evidence a future activity shall contain sufficient information to fully describe the specific relationship between NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) in connection with that specific activity and shall fully describe the benefits and obligation of both NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME). In particular, each such agreement shall address at least the following issues:

1. Each agreement shall specify the term of the activity but shall also reference that activity shall cease as soon as reasonably practicable and as agreed to between NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) in the event this Memorandum expires or is terminated early.
2. Every year at least one event (Seminar/Conference/Workshop) has to plan by (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) in consultation with NRSI.
3. (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) physical infrastructure can be shared for Post Doctoral Fellowship awardees of NRSI.

4. Each agreement shall contain provisions substantially similar to those contained in Article 7 of this Memorandum. In addition, each agreement shall contain an appropriated force majeure clause.
5. Both NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) shall appoint its own representative with respect to each activity who shall be directly responsible for overseeing the implementation and operation of the activity and who shall act as the main point of contact with respect to that activity.
6. INTELLECTUAL PROPERTY The parties agree that any copyrightable subject matter except privately published journal articles, created either jointly or separately by the parties from the activities conducted under this MOU. Privately published journal articles created separately by The (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) or NRSI or jointly by the parties from the activities conducted under the MOU, may be copyrighted by The (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) or NRSI. The parties agree that all journal articles, presentations and other communications created jointly by the parties from the activities conducted under the MOU need to be reviewed and approved in accordance with the policies of both parties prior to publication or presentation. The parties agree that any patented invention created by (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) or NRSI pursuant to the terms of this MOU will be jointly owned by the parties, unless an alternative agreement indicates otherwise.
7. NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) shall review the activities proposed to be undertaken and shall include appropriate provision addressing the following issues: risk of loss, responsibility for the acts and omissions of its employee, officers, directors, faculty and students with respect to the activities proposed to be undertaken , determining the necessity for and amount of insurance coverage with respect to the activities the proposed to be undertaken, notification of the occurrence of events or incidents, related to the activities proposed to be performed that could give rise to a claim against the other party, and provision that address applicable governing law, jurisdiction and venue in the event claims arise from the activities proposed to be undertaken.
8. NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) acknowledge that (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) is a (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) established through (WHICH ACT) and will be subject to the provision therein. Thus, primarily it will be subject to the laws or legal process of jurisdiction of the (Institute State).

ARTICLE 7: MISCELLANEOUS

1. This Memorandum does not restrict either NRSI or (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) from engaging in the same or similar activities with any third party.
2. This Memorandum benefits only the NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) and their permitted assigns.
3. This Memorandum may only be amended in writing upon approval of both NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME).
4. This Memorandum may not be assigned (by operation of law or otherwise) or otherwise transferred by NRSI or (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME), in whole or in part, without the prior written consent of the other party.
5. The relationship created between NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) pursuant to this Memorandum is that independent contractor. Neither NRSI nor (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) has the authority or right to act on behalf of the other Party or to bind the other Party.
6. Neither NRSI nor (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) shall use the name of the Party or any of its officers, employee or agents in connection with any press release, advertising, promotional literature or any other publicity matters, without the prior written consent of the other party. Notwithstanding this restriction, both NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) may use the name of the other Party in general and information listing and as otherwise required by applicable law.
7. Any notice required or permitted under this Memorandum shall be delivered by hand, by overnight courier or by each Party's (NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME)) national postal service and address may be amended from time in accordance with this Memorandum. Delivery shall be deemed effective upon receipt, if delivered by hand or by overnight courier and within fifteen (15) business day if mailed.
8. This Memorandum shall continue in full force and effect, exclusive of any provision deemed to violate applicable law.
10. This Memorandum may be executed in counterparts, all of which together shall constitute one agreement.

The NRSI and (INSTITUTE/ UNIVERSITY/ORGANIZATION NAME) have executed this Memorandum by their respective duly

Authorized representatives

NRSI: Nursing Research

(INSTITUTE/

Society of India

UNIVERSITY/ORGANIZATION NAME):

Signature : **Signature** :

Name : **Name** :

Title : **Title** :

Date : **Date** :

Address for Notices:

Nursing Research Society of India
Choitram College of Nursing,
Manik Bagh Road,
Indore-452014

Address for Notices:

(INSTITUTE/ UNIVERSITY/ORGANIZATION
NAME)