

MEMORANDUM OF UNDERSTANDING

between

International Centre for Diarrhoeal Disease Research, Bangladesh

and

Institute of Statistical Research and Training (ISRT), University of Dhaka, Bangladesh

This Memorandum of Understanding (MOU) describes the understanding between International Centre for Diarrhoeal Disease Research, Bangladesh (icddr,b), located at 68, Shaheed Tajuddin Ahmed Sarani, Mohakhali, Dhaka-1212, Bangladesh, and Institute of Statistical Research and Training (ISRT), University of Dhaka, Bangladesh with regard to a planned collaboration on public health research along with capacity development, exchange of expertise and production of research outputs relating to health system issues with special focus on sustainable development goals (SDG) to promote universal health coverage (UHC) at national, regional and global levels. icddr,b and ISRT are hereinafter collectively referred to as "the Parties" and individually as "the Party."

1. Duration and Validity

This MOU will be effective upon signature and shall be valid until 31 December 2022 (the Project Period) and may be extended by agreement in writing, exchanged between the Parties. Either Party may terminate this MOU early, at any time, upon thirty (30) days' written notice to the other Party.

2. Areas of Collaboration

This MOU provides a framework to facilitate and guide collaborative research and research capacity development activities between icddr,b and ISRT.

The primary issues that serve as the focus of this MOU are:

- (i) To develop partnership for research activities aimed at addressing the public and environmental health issues as well as population issues both at national and international levels in an effort to improve national and global health as well as achieving relevant SDGs.
- (ii) To write academic & non-academic collaborative research proposals for submitting to donors & government in the area of UHC for identification of gaps in services and population coverage of quality health care and for developing innovative solutions to address these gaps.
- (iii) To facilitate exchange of researchers and academics of both the institutions and share innovative ideas for transformational learning between ISRT and icddr,b so as to achieve the goals of common interest in the areas of global health, environmental health, UHC and monitoring of SDGs.
- (iv) To design research studies piloting the innovative concepts as well as advocacy program for addressing national health and development issues in the areas of UHC and develop analytical frameworks for monitoring SDGs by utilization of icddr,b platform and ISRT networks in Bangladesh.
- (v) To facilitate capacity development of the students of ISRT and the young researchers at icddr,b on research and issues related to implementation of UHC and monitoring of SDGs on health through exchange of resources and expertise.
- (vi) New areas of research may be identified and presented as proposals before collaborative projects are initiated. In such a case, these projects will be the subject of separate MOUs or agreements between the Parties.

3. Roles and Responsibilities of Parties

- 3.1 The Parties will be jointly responsible for:
 - 3.1.1 Ensuring the spirit of a joint collaboration in writing project proposals in the area of public health with special focus on UHC and SDGs and giving efforts in raising competitive research grants internationally. Such joint research projects are to be the subject of definitive project agreements specific to each project and separate from this MOU and must be approved by the director of ISRT. The financial arrangement relating to each joint research project will be in accordance with the specific agreement covering each project;
 - 3.1.2 Jointly mentoring/supervising M.Sc./M.Phil/PhD students by the Faculty with PhD at ISRT and Senior Scientists at icddr,b. Any initiative for joint supervision must be in accordance with the rules set by the University of Dhaka.
 - 3.1.3 Organization of workshops on paper writing and other topics of mutual interest such as Statistics for Public Health Research, Research methodology, STATA, SPSS, etc.
 - 3.1.4 Publishing papers through collaborative efforts
 - 3.1.5 Organizing seminars on topics of mutual interest such as dissemination of research findings.
- 3.2 icddr,b will be responsible for:
 - 3.2.1 Providing access to the secondary data sources of the completed studies subject to the prior approval from icddr,b's proper authority for M.Sc., M.Phil and PhD theses of the students of the ISRT; and
 - 3.2.2 Delivering lectures in seminars and workshops and, if requested by ISRT, in the classrooms of undergraduate and post-graduate students as guest lecturers .
- 3.3 ISRT will be responsible for:
 - 3.3.1 Time to time organization of seminars and/or workshops on applied statistics, public health, UHC and SDG issues
 - 3.3.2 Inviting icddr,b researchers to deliver lectures at the seminars and workshops organized by the Institute on topics of mutual interest

4. Performance Standards

Both Parties undertake to perform their respective roles and responsibilities with the highest standards of professional and ethical competence and integrity.

5. Study Subject Confidentiality

All individual health records and data on Study Subjects shall remain confidential. Any disclosure of publishable findings by scientists or physicians at icddr,b or ISRT will remain confidential regarding any individual patient's or study subject's identity and personally identifiable information. Disclosure requirements shall be consistent with those governing the relevant research and ethical review committees at icddr,b and ISRT.

6. Confidential Information

- 6.1 Each party acknowledges that all information concerning the trade secrets, operations, processes, organization, business, finances, transactions, dealings or affairs of the other

party or any of its subsidiaries or associated companies, suppliers or customers, which comes to the attention of the receiving party hereunder, is the proprietary information of the other party. Each receiving party shall treat the other party's Information as confidential and shall not at any time for any reason disclose the Information or allow it to be disclosed to any third party nor shall use it or allow it to be used other than in relation to the purpose of this MOU.

6.2 "Confidential Information" means all non-public information that is marked as "Confidential Information" and which is disclosed in oral, electronic, written, graphic, photographic, recorded, or any other manner by one Party to the other Party in the course of the performance of this MOU. Such Confidential Information shall be received and maintained by Receiving Party in confidence during the performance of this MOU and for a period of three (3) years thereafter. Recipient agrees that it will make no use of any of the Confidential Information except in the performance of this MOU, and will prevent disclosure of Confidential Information to third parties. Recipient shall be responsible for any breach of this MOU by its Representatives, which shall be considered a breach by Recipient. Recipient shall use the same care to avoid disclosure, publication or dissemination of confidential information as it uses with its similar confidential information and in no case less than a reasonable amount of care.

6.3 Confidential information shall not include any information disclosed that Recipient can demonstrate (i) was known to, or was previously in its possession, as shown by written records; (ii) was received from a third party who was entitled to disclose it without breaching any confidentiality obligation; (iii) was generally available to the public at the time of disclosure; (iv) becomes available to the public after disclosure, through no action or inaction of the recipient; (v) was developed by recipient independently of any Confidential Information disclosed under this MOU; or (vi) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, but only to the extent disclosure is required by such order and provided Receiving Party furnishes prompt notice (in no event less than 3 days) to the Disclosing Party to enable it to oppose such disclosure.

7. Liability and Insurance

Each Party shall be acting as independent contractors in the performance of their work relating to this MOU and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its employees, officers, directors or agents in connection with performance of this MOU, for which they may be held liable under applicable law. Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its activities under this MOU.

8. Intellectual Property Rights

Should the collaborative research activities under the MOU result in any potential for intellectual property, both institutions shall seek equitable and fair understanding as to ownership and other property interests that may arise.

9. Dispute

Prior to early termination of this MOU, every effort shall be made to resolve any dispute arising in connection with this MOU in an amicable and informal manner. Any dispute that cannot be so settled shall be referred to and finally settled by arbitration in accordance with the provisions of Arbitration Act, 2001.

10. Force Majeure

This MOU is subject to Force Majeure, which shall mean any unforeseeable circumstance or circumstances beyond the Parties' control, such as accidents, natural disasters, weather conditions, armed conflicts, strikes, inability to secure labor, restrictions imposed by a government or government agency, or any other delays beyond the control of the Parties. If performance is prevented by any cause of Force Majeure, this MOU shall be void without penalty to either Party for any such performance not delivered.

11. Partnership or Agency

Nothing in this MOU shall create any partnership, joint venture, or relationship of principal and agent between the Parties.

12. Use of Names

Neither Party shall make use of this MOU, or use the name of the other Party, nor that of any member of the other's staff, in any publicity, advertising, or news release without the prior written approval of the other Party. This shall not include internal documents available to the public that identify the existence of this MOU.

13. Key Personnel/ Contact persons

For ISRT:

Director
Institute of Statistical Research and Training (ISRT)
University of Dhaka
Bangladesh

Dr. M. Ataharul Islam
QMH Professor
Institute of Statistical Research and Training (ISRT)
University of Dhaka
Bangladesh

For icddr,b:
Dr. Mahbub Elahi Chowdhury
Scientist &
Head (Acting), Universal Health Coverage
Health Systems and Population Studies Division
icddr,b
Mohakhali, Dhaka 1212, Bangladesh

14. Notices and Approvals

All notices and requests for approvals required under this MOU shall be submitted to:

For icddr,b: Mr. Md. Sakhawat Hossain
Contracts Manager, Research Administration
68 Shaheed Tajuddin Ahmed Sarani
Mohakhali, Dhaka 1212
Bangladesh
Email: sakhawat@icddr.org

For ISRT: Name: Director
Title: Institute of Statistical Research and Training (ISRT)
Address: University of Dhaka, Dhaka 1000
Email: isrt@isrt.ac.bd

15. Financial Arrangements:

The parties agree that this MOU does not commit them to make specific levels of financial or personnel support, for discharging their roles & responsibilities as mentioned above. A party will provide support based on the availability of resources and in accordance with its rules and policies. Notwithstanding the foregoing, the parties agree to use reasonable efforts to obtain funds and other resources to support the goals. Neither party shall incur any expenses or make any commitments until funding is allocated by an authorized representative of each party.

16. Governing Law

This MOU shall be governed by and construed in accordance with the laws of Bangladesh.

By signing below, the duly authorized representatives of each Party do hereby agree to the terms and conditions of this MOU on the date indicated.

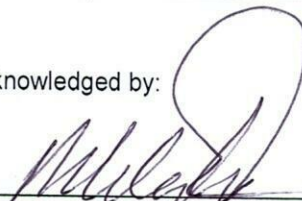
ACCEPTED FOR
icddr,b:



Dr. John Clemens
Executive Director

Date: 04.03.2018

Acknowledged by:



Dr. Mahbub Elahi Chowdhury
Scientist and Head (Acting)
Universal Health Coverage Program
Principal Investigator

Date: 4/3/2018

ACCEPTED FOR
ISRT, DU:



Prof. Dr. Md. Kamal Uddin

Treasurer

University of Dhaka

Date: 04.03.18

Prof. Dr. Md. Kamal Uddin

Treasurer

University of Dhaka

Bangladesh

Acknowledged by:



Prof. Dr. Md. Israt Rayhan

Director

ISRT, University of Dhaka

Date: 04.03.18

Md. Israt Rayhan, PhD
Professor and Director
Institute of Statistical Research
and Training (ISRT)
University of Dhaka
Dhaka-1000, Bangladesh