



YENEPOYA

(DEEMED TO BE UNIVERSITY)

Recognized under Sec 3(A) of the UGC Act 1956

Accredited by NAAC with 'W' Grade

Details of the Collaborative Activities under Functional MoUs/Linkages

Collaborating Institute: Central Coalfields Limited, Public Sector Undertaking under the aegis of Ministry of Coal, Ranchi, Jharkhand

Year of MoU:2020

Activities:

1. Joint Research Projects ongoing (ICMR)

The following research studies/projects of Center for Nutrition Studies, YDU have been supported by Central Coalfields Ltd.:

- a) **Immune project:** To evaluate selected aspects of cellular immunity in patients with active TB, before and after treatment using the lymphocyte subsets (CD4 and CD8) and kinetics of interferon γ responses (by CD4 and CD8 cells) in a 4th generation-Interferon Gamma Release Assay (IGRA) (QuantiFERON-TB Gold Plus or QFT-Plus) in undernourished HH contacts of patients with microbiologically confirmed pulmonary tuberculosis in both the arms
- b) **Project on diet:** To evaluate the difference in dietary intake of calories, proteins at baseline, 2 months, and at end of treatment in as subsample of the patients.
- c) **Project for micronutrients:** Vitamin A (serum retinol) Vitamin D [25(OH)D] levels in a subsample in index patient and HHCs.
- d) **Project on body composition:** To evaluate the difference in body composition (fat-free mass and fat mass) between patients in the 2 arms at baseline, 2 months and 6 months (12 months in a patient with MDR-TB) by a multifrequency bioelectric impedance analyzer (Bodystat Quadscan 4000).
- e) **Project on muscle function and grip strength** in a subsample of index cases at baseline, 2 months and end of treatment using hydraulic hand-held dynamometer

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Registrar


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Mangalore 575 018, Karnataka.

2. **Purchase of Equipment:** Three equipments which are required for the study were procured for the joint research funded by ICMR

- Flow Cytometer
- ELISA Reader
- X-Ray Digitizer

3. **Training in Basic Flow Cytometry:** Ms Alice Lakra, Dr Anurag Bhargava, Dr Madhavi Bhargava have attended the 10hrs online course on “Introduction to basic theory of Flow Cytometry, data acquisition and analysis, quality control, compensation, and common research assays” as a part of the joint study in collaboration with Central Coal Fields.

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CERTIFICATE OF PARTICIPATION

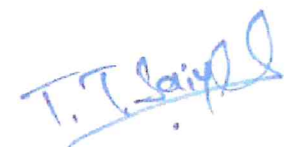
This is to certify that Dr Anurag Bhargava

has attended the online course in

'Basic Flow Cytometry'


Organized by Centre for Cellular and Molecular Platforms (C-CAMP) held during 1 to 3 July, 2020

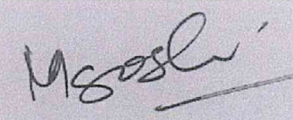
This 10hrs online course included introduction to basic theory of Flow Cytometry, data acquisition and analysis, quality control, compensation, and common research assays. Technical and applications discussions provide essential knowledge about the use of Flow Cytometry as a tool for probing various research problems.



Dr. Taslimarif Saiyed
CEO & Director
C-CAMP

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Mr Mukund Joshi
Field Marketing Manager
Beckman Coulter Life Sciences
India/South Asia region

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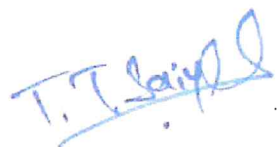
Dr Madhavi Anurag Bhargava

has attended the online course in

'Basic Flow Cytometry'


Organized by Centre for Cellular and Molecular Platforms (C-CAMP) held during 1 to 3 July, 2020

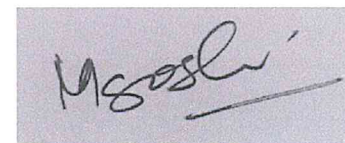
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India/South Asia region

RATIONS
24/8/2020



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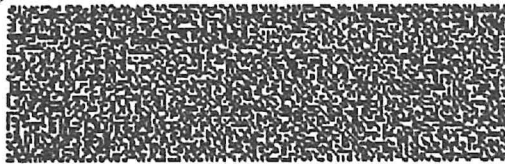
Government of Karnataka

e-Stamp

Certificate No. : IN-KA05717921371426S
Certificate Issued Date : 24-Aug-2020 11:35 AM
Account Reference : NONACC (FI)/ kacrs1108/ ULLAL1/ KA-DK
Unique Doc. Reference : SUBIN-KAKACRSFL0811700219620412S
Purchased by : CENTRAL COALFIELDS LIMITED
Description of Document : Article 12 Bond
Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
(Zero)
First Party : CENTRAL COALFIELDS LIMITED
Second Party : YENENOYA DEEMED TO BE UNIVERSITY
Stamp Duty Paid By : CENTRAL COALFIELDS LIMITED
Stamp Duty Amount(Rs.) : 100
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for Athmashakthi Multipurpose
Co-operative Society Ltd.

Authorized Signatory



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

Activities of RATIONS (Reducing Activation of Tuberculosis through Improvement of Nutritional Status) studies in Jharkhand for decreasing TB death and reducing TB incidence under CSR Scheme of Central Coalfields Limited.

This MoU is made on the 24th day of the August, 2020 between Central Coalfields Limited, (CIN: U10200JH1956GOI000581) a Public Sector

महाप्रबंधक (एसडी & सीएसआर)
General Manager (SD & CSR)
NGL Ranchi

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Head, Center for Nutrition Studies
Yenepoya (Deemed to be University)
University Road, Deralakatte, Mangalore-575018

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at www.pgdigitalstamp.com. Any discrepancy in the details available on the website reported immediately.
2. The onus of checking the legitimacy of the users of the certificate.
3. In case of any discrepancy, the user should report to Computer Authority

Undertaking, under the aegis of Ministry of Coal, with its registered office at Darbhanga House, Kutcheri Road, Ranchi-834029 (Jharkhand), (hereinafter referred to as 'CCL/ 'FIRST PARTY'), the First Party, which expression shall, unless excluded by or repugnant to the context, include its successors-in-office, administrators and assigns of the FIRST PARTY.

AND

Yenepoya (Deemed to be University), University Road, Deralakatte, Mangalore-575018, Karnataka, (Recognised under Section 3(A) of UGC Act 1956), hereinafter referred to as University /the **SECOND PARTY**, which expression shall, unless excluded by or repugnant to the context, include its successors, administrators and assigns of the **SECOND PARTY**.

RATIONS is an Indian Council of Medical Research (ICMR) approved project under implementation by Yenepoya University (one of the implementing bodies). The ICMR project has scope to provide nutrition supplement to TB patients and their contacts in places falling in Districts of East Singhbhum, West Singhbhum, Saraikela Kharsawan and Ranchi and study reduction in TB cases/recovery rates.


The Govt. of Jharkhand facilitating the study in state have requested CCL for CSR funding of Rs. 96,45,000/- mainly to meet funding gaps in ICMR project towards - Ration Transport Delivery and storage, Procurement of Flow Cytometre and other incidentals. [Refn. Letter no. 35/HS dated 21.01.2020. received from Principal Secretary, Dept. Of Health, medical Education and Family Welfare, Govt. Of Jharkhand. [Annexure A]

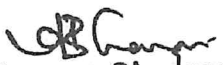
AND WHEREAS CCL is a Subsidiary of Coal India Limited, a Government of India Enterprise, and is in the business of Coal Production in Jharkhand.

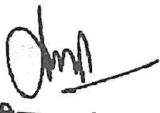
AND WHEREAS FIRST PARTY, in furtherance of its Corporate Social Responsibility (CSR), has agreed to provide financial assistance for the Project for an amount of **Rs. 53,70,000/- (Rupees fifty three lakh seventy thousand only) (inclusive of all applicable taxes) on account of additional equipments (Flow Cytometre etc.) and related honorarium as support to ongoing RATIONS study as further detailed in Schedule-I, hereinafter referred to as the Project, to the SECOND PARTY**

AND WHEREAS, both the parties have mutually agreed to enter into this MoU on the terms and conditions appearing hereinafter.

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महाप्रबंधक (एसडी & सीएसआर)
General Manager (SD & CSR)
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NOW, THEREFORE, THIS MoU WITNESSETH AS FOLLOWS:

5.0 Rs.

1.0 Duration:

This MoU shall remain in force for a period commencing on the date of signing MoU till completion of the design life of equipments under scope. However, duration for purchase of equipment under scope by second party shall be 01 year.

2.0 Scope:

2.1. Procurement of the following:

1. Field Travel for supportive supervisor and field activities: Rs.7,80,000/-
2. Equipment Purchase: Rs. 45,90,000/- Total :Rs.53,70,000/-

[In reference to related details with request letter of GoJ vide no. 35/HS dated 21.01.2020 at Annexure A]

2.2. It shall be the responsibility of THE SECOND PARTY to ensure that the projects as envisaged in Schedule-I are implemented for public use.

2.3. The agreed estimated cost of the project is **INR 53,70,000/- (Rs. fifty three lakh seventy thousand) only (inclusive of all applicable taxes) as mentioned.**

3.0 Alteration in Scope of work:

3.1. No substantial alteration in scope is permitted. Minor change in scope of the projects, if required, due to any reason, may be taken up under information to CCL by the SECOND PARTY.


3.2. The Scope of the assistance by CCL may vary depending upon the Specific requirement/ conditions prevailing during implementation. However, assistance from CCL shall be limited to agreed amount of **INR 53,70,000/- (Rs. fifty three lakh seventy thousand) only/- (inclusive of all applicable taxes).**

4.0 Roles and Responsibilities of the FIRST PARTY/ CCL:

4.1. The FIRST PARTY shall extend financial assistance to the SECOND PARTY for implementation of the projects, as mentioned in clause 2.0 of this MoU. The SECOND PARTY shall be solely responsible for executing the project and related acts/omissions. The role of FIRST Party shall be limited to providing financial assistance only.

4.2. Project Coordinators of both parties is mentioned in Schedule I of this MoU, who shall be deemed as respective nodal officers of the parties to this MoU.

If required, the FIRST PARTY shall appoint a nodal officer for coordinating and reporting the progress of the project in the areas of operation. The SECOND PARTY shall contact the nodal officer for facilitating project related activities.


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5.0 Role and Responsibility of the SECOND PARTY:

5.1. Procurement of equipments and manpower:

The second party shall arrange procurement (including its process) of equipments and related manpower under scope as per standard procedure and issue letter of Award/Purchase Order/letter of appointment as applicable.

CCL shall have no role in the process of finalization of execution agency/ supplier/manpower. No cost shall be borne by CCL, occurring out of process of finalising agency/ contractor.

Details such as—specifications, terms and conditions required for supply by the execution agency/ vendor shall be provided by the SECOND PARTY. They should conform to applicable Standards. The projects will be implemented by the SECOND PARTY in accordance with the scope of work as set out above within geographical area specified(Refer Schedule I) therein and with due diligence an deficiency having due regard to the judicious utilization of funds.

5.2. Second party has confirmed that equipment, honorarium for supervision of immune sub study and Travel funds for phlebotomist, 2 Project Consultants, Research assistant etc. included under scope of CSR funding by CCL through this MoU is not covered in ongoing ICMR project. The same shall be ensured to be utilized as per actuals.

5.3. The equipment procured from CSR fund of CCL shall be used by Second party in Research/ non- commercial use and University shall duly acknowledge the contribution of CCL in resultant publications, websites and other suitable forums.

5.4. The second party shall submit Utilisation Certificate along with expenditure details duly certified by Chartered Accountant mentioning/enclosing details of equipment procured under scope of MOU.

5.5. Second party shall ensure that the scope covered and procurement done through CSR support of first party is not funded from any other source.

5.6. The equipment under scope shall be maintained by second party at their own cost. First party shall not be responsible for any recurring expenditure whatsoever in nature.

5.7. **Materials, labour and equipments:** Notwithstanding anything to the contrary in the MoU, documents express or implied, CCL shall have no responsibility in providing any resources required for completion of the projects.

The SECOND PARTY shall ensure that the project is implemented for welfare of the public without any commercial gain.

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Deralakatte, Mangalore

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The Second Party shall be responsible for implementation of the project as covered in scope of MoU. All statutory permissions/ clearances required, if any, for implementation shall be obtained by the SECOND PARTY.

5.8. Performance of work: Any clarifications required by the execution agency/ vendor in respect of any orders or instructions for the project execution, shall be provided by second party. The completion time for the project for execution agency shall be decided by the SECOND PARTY within the framework of this MoU. The SECOND PARTY shall be responsible for safekeeping of all records/ information pertaining to the Project and shall provide access to all records/ information pertaining to the Project to First party or any designated third party by First Party, for inspection at all times.

For the purpose of execution of the Project, the SECOND PARTY shall select and employ their competent personnel consistent with the job requirement according to the accepted standard norms. The SECOND PARTY shall be responsible for all dues, claims, statutory and other compliances pertaining to personnel who shall be engaged in the implementation of the project.

The SECOND PARTY shall utilize the funds released by FIRST PARTY only for implementation of the Scheme as envisaged in this MoU. The SECOND PARTY shall not divert any part of assistance received for any other purpose/activity than those mentioned in this MoU.


5.9. Inspection, testing and quality assurance and monitoring: It shall be the responsibility of the SECOND PARTY to ensure that all the equipment/material being used in the projects conform to standard specifications. SECOND PARTY shall be responsible to arrange test of materials required, if any.

After satisfactory completion of the projects, a completion certificate for the work undertaken at that site shall be submitted to nodal officer of CCL by the SECOND PARTY.

The FIRST PARTY will in no way be liable for the quality of products used in the project or the quality of the projected centers.


It shall be the responsibility of the SECOND PARTY to undertake the maintenance of the equipments covered under the work post implementation phase. The FIRST PARTY will not incur any expenditure for any repair/ maintenance of the equipments and the SECOND PARTY shall take due responsibility for the same.

5.10. Coordination, Implementation and Monitoring: THE SECOND PARTY shall implement the Projects through its own employees / functionaries / contract persons; such employees/ functionaries/ contract persons employed/hired by the SECOND PARTY, shall have no relation with FIRST PARTY and shall have no right or redress or claims whatsoever on or against FIRST PARTY for any claims,


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grievances or loss (including loss of employment) that they may have or claim against the SECOND PARTY.

The SECOND PARTY shall nominate a coordinator to coordinate various activities under this CSR Project and shall provide the names and telephone numbers of the contact persons, who would be responsible for implementation and coordination of the projected scope of MOU with CCL. The SECOND PARTY shall conduct periodical survey/evaluation including Impact Assessment of the Project for its success and fulfillment of FIRST PARTY's CSR/Corporate Objectives.

5.11. Measurement and payment of work: Subject to the terms and conditions of this MoU the FIRST PARTY shall extend a total financial assistance equal to cost of the project which will be inclusive of all applicable taxes, duties and centage charges, etc. However, the final payment shall be regulated based on certification of completion value by the SECOND PARTY.

The total cost of the projects shall be fixed and no variation in the projects shall be allowed to the SECOND PARTY and the entire work shall be completed by the SECOND PARTY within ceiling of the amount specified herein above unless otherwise agreed to in writing by the FIRST PARTY by way of an amendment.


The payment to execution agency/personnel employed for the project and payment of escalation, extension and penalties shall be sole responsibility of the SECOND PARTY. All the claims of the execution agency/ contractor shall be settled by the SECOND PARTY only.

5.12. Return of un-utilized funds: Funds un-utilized, if any, after the projects are completed, shall be returned back by the SECOND PARTY to the FIRST PARTY along with the Fund Utilization Certificate (UC) with due consideration of interest earned if any on the amount transferred by FIRST PARTY. In case interest earned on transfer as above is not accounted, UC shall mention reason thereof for appraisal of Government auditors of the FIRST PARTY.

6.0 Payment Plan/schedule:


6.1. The amount of INR 53,70,000/- (Rs. fifty three lakh seventy thousand) only (inclusive of all applicable taxes) shall be released after signing of this MoU and transferred through e-banking/ ECS transfer/DD to the SECOND PARTY in the Account Details as mentioned at Schedule-II.

6.2. The SECOND PARTY will submit Fund Utilization Certificate as per attached format to FIRST PARTY for the projects executed (including part thereof). SECOND PARTY shall provide video graphic footage on CD/pen drive & photographs related to implementation thereof to the FIRST PARTY.


General Manager (SD & CSR)
CCL, Ranchi

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6.3. Funds requisition shall be presented to the first party by the SECOND PARTY and shall contain the amount of expenditure to be incurred by the SECOND PARTY during the period in accordance with the schedule of amount disbursements. The representatives that shall be authorized by the SECOND PARTY shall sign the fund requisition. Any fund requisition if not presented in accordance with the above shall be liable to be rejected (clause applicable only in the event of transfer of fund in installments).

6.4. Details of the Bank account of SECOND PARTY is furnished at Schedule II. In the event of change required, the SECOND PARTY shall submit fresh details of bank account for the release of funds through e-banking/ ECS transfer duly authenticated by representative of SECOND PARTY having signed the MoU; failing which a new representative of SECOND PARTY duly authorized by Vice Chancellor/Head of Yenepoya University.

Utilization Certificate shall be given by the SECOND Party to the FIRST PARTY after incurring expenditure and its audit.

6.5. The payment for escalations, extensions and penalties thereof will be as per UNDERSTANDING between the SECOND PARTY and the execution agency/ personnel of the work. CCL shall not bear any cost occurring out of such issue.

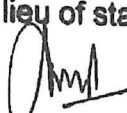
7.0 Termination:

7.1. If CCL has reason to believe that the assistance being provided to the SECOND PARTY is not being utilized for the approved purpose and as per agreed norms, the assistance may be stopped immediately and the assistance provided earlier shall be recovered. It is hereby expressly agreed that this MoU shall be valid for the duration mentioned at Clause 1.0 unless extended by the Parties by written mutual consent, with such additions and modified terms and conditions as may be mutually agreed between both the parties.


7.2. It is agreed that this MoU may be terminated due to breach of the terms of MoU by either of the two parties provided a due notice of breach has been given by the aggrieved party to the other party and if the other party fails to remedy the breach within ninety (90) days of the notice. Upon expiry/termination of the MoU, the SECOND PARTY shall transfer the unutilized funds released to the FIRST PARTY including interest earned, if any, on the amount transferred by FIRST PARTY.

8.0 Miscellaneous:

8.1. The SECOND PARTY shall be exclusively liable for payment of any and all taxes now in force or hereafter imposed, increased or modified in respect of any work done and/or materials supplied for the project and for payment of all contributions and taxes in lieu of staff/ employee deployed by the SECOND PARTY


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and the execution agency/ contractor now and hereinafter imposed by any governmental authority and doth hereby indemnify and keep indemnified CCL from and against the same and all such claims, actions, risks, losses, demands and payments whatsoever against CCL howsoever arising therefrom or in connection therewith.

8.2. The SECOND PARTY shall comply with and ensure strict compliance by his/its agents of all applicable Central, State, Municipal and local laws and regulations and undertake to indemnify the CCL from and against all levies, damages, penalties, any payments in any form whatsoever as may be imposed by reason of act/omission or breach of any law, rule or regulation and against all actions, proceedings, claims and demands arising there from and/or relative thereto.

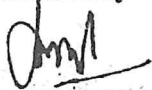
8.3. The SECOND PARTY shall be responsible for and shall ensure strict compliance by its employees, staff and agents of all laws, rules or regulations having the force of law affecting the relationship of employer and employee between the SECOND PARTY and their respective employees and/or otherwise concerning labour, social welfare and provident fund, pension, bonus, gratuity and other benefits to employees. The SECOND PARTY shall be responsible for compliance of safety measures as applicable at their own cost.


8.4. The SECOND PARTY will be fully responsible for ensuring that the project should be implemented in accordance with relevant norms. FIRST PARTY will not be responsible, either directly or indirectly, in any manner for any damage or negligence in the project. The liability of FIRST PARTY shall be strictly restricted to what is stated in this MoU.

8.5. The SECOND PARTY shall keep in confidence proprietary information received from FIRST PARTY along with the MoU and its various annexures as well as all the data/information generated, records collected/generated during the course of implementation of the Project and shall not disclose it to any third party, excepting their authorized agents or representatives unless such disclosure of use is specifically authorized in writing. The SECOND PARTY shall not use proprietary information received from the FIRST PARTY for any purpose other than the objective and task agreed between the Parties.

8.6. Any change in official address / or e-mail address shall be intimated by both the Parties. The SECOND PARTY shall facilitate the visits of First Party's management or its representative/s to review implementation of the Project with prior information and keep the records in well maintained conditions.

8.7. In the event of any one or more of the provisions contained in this MoU being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this MoU become invalid,


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illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

9.0 Co- branding and Publicity:

9.1. The SECOND PARTY and FIRST PARTY will share the right to use, discuss and publicize the project data and each will acknowledge the role of another or part played by other in the books, documents, and/ or other publicity measures in relation to projects.

9.2. That in consideration of gesture by the FIRST PARTY, the SECOND PARTY will display the support provided by Central Coalfields Limited on billboards, at all locations where the project will be undertaken. The concerned authorities may ensure that due publicity is done and credit is given to CCL, for its contribution towards the project as covered in scope of this MOU.

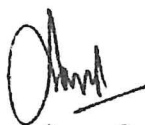
Financial Assistance by:
Central Coalfields Limited
CSR Action Plan(2020-21)
'Together,we can defeat TB' or 'TB se jung me
CCL apkesang'




CCL

10.0 Amendment:

10.1. In case any amendment is required in any part of the MoU, both the parties through mutual consent shall agree to incorporate such amendment(s) and the BOTHPARTYIES shall implement/ perform accordingly. The MoU shall be amended by written mutual consent of the parties to the MoU. The amendment shall be documented and allotted a distinctive number <Amendment> ;< Date> subject to clause 3.0.


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Mangalore 575 018, Karnataka.
Head, Center for International Studies
Yenepoya (Deemed to be University)
Deralakatte, Mangalore-575018

11.0 GENERAL PROVISIONS:

11.1. **Notice:** Any notice required or permitted by this MoU shall be in writing and properly addressed to each party at the addresses stated herein or to any other address as may be provided in writing by either party from time to time, shall be sent by any recognized commercial overnight courier, or certified mail, postage prepaid, return receipt requested, and shall be concurrently sent by facsimile/email. Notice will be deemed effective when actually received by the other party.

11.2. **Assignment.** THE SECOND PARTY shall not transfer, assign, subcontract or delegate in whole or in part any of its rights or obligations under this MoU without the prior written consent of First Party.

11.3. **Sole MoU:** This MoU including recitals sets forth the entire UNDERSTANDING and understanding of the parties relating to the scope of work mentioned in this MoU and supersedes all prior and contemporaneous UNDERSTANDINGS, negotiations and understandings between the parties, both oral and written. No party shall be bound by any oral UNDERSTANDING or representation irrespective of by whom or when made. No change or modification to this UNDERSTANDING will be binding unless it is in writing and signed by an authorized representative of both parties.

11.4. **Severability.** In the event that any provision of the MoU is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable under the applicable laws and/or regulations, either such provision shall be deemed amended to conform to such laws and/or regulations without materially altering the intention of the parties or shall be deleted and the parties agree to negotiate in good faith to replace such provision while the remainder of this MoU shall continue in full force and effect.

11.5. **Waiver:** Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any other occasion. Any party may elect to continue to perform notwithstanding such breach by any other party, but such performance shall not constitute a waiver of such breach nor otherwise limit the non-breaching party's remedies. No waiver of any provision of this MoU shall be effective unless in writing and signed by the party against whom it is sought to be forced.

11.6. **Indemnity:** THE SECOND PARTY agrees to indemnify and keep indemnified and hold harmless, CCL and its directors, trustee, employees and representatives against all liabilities, demands and/or claims whatsoever, including claims for not being in compliance with the provisions of applicable laws, rules, regulations and guidelines, and also against any losses, damages or expenses suffered or incurred or that may be suffered or incurred by CCL for any reason whatsoever in relation to the CSR Project and post commissioning of its operation and maintenance, including legal cases. THE SECOND PARTY shall also indemnify CCL and its employees from any eventualities including but not limited to compensation out of

महाप्रबंधक (एसडी & सीएसआर)
General Manager (SD & CSR)
सीसीएल, रॉंची
C C L, Ranchi

ATTESTED
Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore, Karnataka.

Dr. Anurag Bhargava
Head, Center for Nutrition Studies
Yenepoya (Deemed to be University)
Deralakatte, Mangalore-575018

loss, damage or unforeseen circumstances, etc. THE SECOND PARTY shall indemnify and keep indemnified CCL from any liability, financial or otherwise, that may arise from third party as a result of the services covered under the scope.

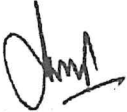
Staff for implementation of the CSR Project and for all activities related to operation or for any other activity shall be employed / engaged by THE SECOND PARTY and THE SECOND PARTY shall be solely responsible for any matter concerning their employment/engagement. THE SECOND PARTY shall keep CCL indemnified against any claims and legal expenses arising out of any employment dispute raised by those engaged in relation to the CSR Project.

12.0 Force Majeure: Neither Party shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided written notice of occurrence of any Force Majeure event is given by the affected Party to the other Party within a period of 72 hours of such occurrence and such notice includes reasonably satisfactory evidence of the Force Majeure event. For the purposes of this UNDERSTANDING, a Force Majeure event shall mean an event that is not within the reasonable control of the Party whose performance under this UNDERSTANDING is affected thereby and without prejudice to the generality of the foregoing, shall include the following events; i) Civil disturbance, ii) Breach of peace, iii) Declared or undeclared war, iv) Act of interference or action by military authorities, v) Terrorist acts, vi) Sabotage, vii) damage by the elements, viii) Riot or disorder, ix) Act of God (i.e. fire, frost, flood, earthquake, storm, lightning or epidemic); x) Quarantine, and xii) Change in law rendering the performance of a Party's obligations impossible (excluding any change in taxation laws). Xiii) Revocation of applicable government licenses acts or omissions of competent government authorities or its authorized security operatives.

12.1. SETTLEMENT OF DISPUTES: In the event of any dispute or difference relating to the interpretation and application of the provisions of this MoU, the matter shall be subject to law in force in India. The Courts of Ranchi (Jharkhand) shall have the sole jurisdiction.


13.0 CSR Project Sustainability:

The SECOND PARTY shall ensure that it shall utilize the funds provided by first party under the CSR Project, for the specific purpose it is intended for and its rightful use, for which it has been established, will be continued after the same has been handed over to them. It shall be the responsibility of the second party to ensure that the equipments are maintained during its lifetime.


महाप्रबंधक (एसडी & सीएसआर)
General Manager (SD & CSR)
सीसीएल, राँची
C C L, Ranchi


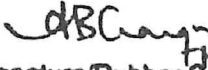
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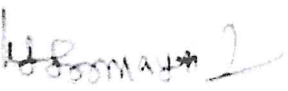
Dr. Gangadhara Somayajhi
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.



Dr. Anurag Bhargava
Head, Center for Nutrition Studies
Yenepoya (Deemed to be University)
Deralakatte, Mangalore-575018

shall
not

In witness thereof, the parties hereto have caused this MoU to be signed in their respective names:

For and behalf of first party	For and behalf of second party
<p>Name: Sri. Anil Kumar Singh</p> <p>Designation: General Manager (SD&CSR), CCL, Ranchi</p> <p></p> <p>महाप्रबंधक (एसडी & सीएसआर) General Manager (SD & CSR) सी सी एल, राँची C C L, Ranchi</p> <p>Signature/Rubber Seal: Date: 24.08.2020</p>	<p>Name: Prof. Anurag Bhargava</p> <p>Designation: Prof./Head, Centre for Nutrition Studies, Yenepoya (Deemed to be University), Mangalore cum principal Investigator, RATIONS Study.</p> <p></p> <p>Dr. Anurag Bhargava Head, Center for Nutrition Studies Yenepoya (Deemed to be University) Deralakatte, Mangalore-575018</p> <p>Signature/Rubber Seal: Date: 24/08/2020</p>

Witness	
For and behalf of first party	For and behalf of second party
<p>Name: Siddhartha Shankar Lal</p> <p>Designation: Chief manager(C), CSR Dept., CCL Ranchi</p> <p></p> <p>Signature Date: 24.08.2020</p>	<p>Name: Dr. K S GANGADHARA SOMAYAJI</p> <p>Designation: Registrar, Yenepoya (Deemed to be University), University Road, Deralakatte, Mangalore - 575 011</p> <p></p> <p>Signature Date: 24/08/2020</p>


महाप्रबंधक (एसडी & सीएसआर)
General Manager (SD & CSR)
सी सी एल, राँची
C C L, Ranchi

Page 12

ATTESTED

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

Schedule-I

Project:

Activities of RATIONS (Reducing Activation of Tuberculosis Through Improvement of Nutritional Status) studies in Jharkhand for decreasing TB death and reducing TB incidence under CSR Scheme of Central Coalfields Limited.

- Total Amount Allocated: INR 53,70,000/- (Rs. Fiftythree lakh seventy thousand) only /- (inclusive of all applicable taxes).

- Objectives of the Project:

Broad objectives of the project is Formulation of future strategy for elimination of TB in Jharkhand and from India by 2025

The ongoing project under aegis of ICMR is to provide nutrition supplement to selected subjects and their contacts and correlate Reduction in Activation of Tuberculosis by improvement in nutrition Status by conducting necessary tests.

Objectives of the CSR project of CCL under scope of this MOU is procurement of flow cytometer machine and other equipments, related honorarium and travel with financial support of CCL amounting to Rs.53.70 lakh for enabling sub study of the ICMR funded project. The study with the help of CCL funded components will further improve the objectives of the ICMR project and sub study.

- Scope of Work:

Procurement of the following:

1. Field Travel for supportive supervisor and field activities: Rs.7,80,000/-
2. Equipment Purchase : Rs.45,90,000/-
- Total :Rs.53,70,000/-

- Implementation Schedule:

(i) Components of Project:

(ii) Areas of Operation & Implementation of CSR Project: Project site of ongoing ICMR project and subsequently any such research project dedicated to public interest in command area of CCL, failing which such project in Jharkhand failing which such project in India.

(iii) Time Frame: Till life of equipment procured. However, procurement of equipment and manpower be done at earliest within 1 year (One year) since execution of MOU.

महाप्रबंधक (एसडी & सीएसआर)
General Manager (SD & CSR)
सी सी एल, राँची
C C L, Ranchi

ATTESTED


Dr. Gangadhara Somayaji R.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte,
Mangalore 575 018, Karnataka.

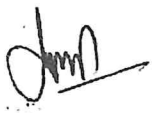
Dr. Anurag Bhargava
Head, Center for Nutrition Studies
Yenepoya (Deemed to be University)
Deralakatte, Mangalore-575018

- **Monitoring & Evaluation:** Monitoring shall be done by Second party and quarterly report regarding utilization of equipment shall be submitted by the Second party to the first party. A report on evaluation of impact of the CSR support by CCL shall also be submitted by the second party to the first party at the end of one year and thereafter along with quarterly utilization report.
- **Project Coordinator of FIRST PARTY: General Manager (SD&CSR),CCL**
- **Project Coordinator of SECOND PARTY: Prof. Anurag Bhargava, Head, Centre for Nutrition Studies, Yenepoya (Deemed to be University), Mangalore/ Principal Investigator, RATIONSStudy.**

ATTESTED


 Dr. Gangadhara Somayaji K S
 Registrar
 Yenepoya (Deemed to be University)
 University Road, Deralakatte
 Mangalore 575 018, Karnataka


 Dr. Anurag Bhargava
 Head, Center for Nutrition Studies
 Yenepoya (Deemed to be University)
 Deralakatte, Mangalore-575018


 महाप्रबन्धक (एसडी & सीएसआर)
 General Manager (SD & CSR)
 सी सी एल, रांची
 CCL, Ranchi

Page 14

Schedule-II

The total amount of INR 53,70,000/- (Rs. fifty three lakh seventy thousand) only /- shall be released to the SECOND PARTY, in the Bank Account as mentioned below:


Name of the Bank : Vijaya Bank, Now Bank of Baroda.
Name of the Branch : FOUNDERSBRANCH, Mangalore.
Name of the A/C Holder : Yenepoya University. Account No.113201621000001
IFSC Code : VIJB0001132 (New IFSC code BARBOVJFOUN)


Payment stages from FIRST PARTY to SECOND PARTY


S I N O	Stage of Project	Payment
1	After Signing of MoU	100% of the estimated Project Value as per MoU.

Funds un- utilised, if any, after the project is completed, shall be returned back by the SECOND PARTY to the FIRST PARTY on its own without any demand by the FIRST PARTY duly accounting for interest earned if any on the amount transferred by FIRSTPARTY.

ATTESTED


Dr. Gangadhara Somayaji KS
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte,
Mangalore 575 018, Karnataka.


Dr. Anurag Bhargava
Head, Center for Nutrition Studies
Yenepoya (Deemed to be University)
Deralakatte, Mangalore-575018


महाप्रबंधक (एसडी & सीएसआर)
General Manager (SD & CSR)
सीसीएल, रांची
CCL, Ranchi

GFR 19 - A
(See Rule 212 (1))
Form of Utilization Certificate

S.No.	Letter No. and Date	Amount (Rs.)
	Total	

Certified that out of Rs. _____ of Grants-in-aid sanctioned during the years _____ in favour of _____ under this Ministry/ Department letter No. given in the margin and Rs. _____ on account of unspent balance of the previous year, a sum of Rs. _____ has been utilized for the purpose of _____ for which it was sanctioned and that the balance of Rs. _____ remaining unutilized at the end of the year has been surrendered to Government (vide No. _____ dated _____) will be adjusted towards the grants-in-aid payable during the next year _____.

1. Certified that I have satisfied myself that the conditions on which the grants-in-aid was sanctioned have been duly fulfilled/are being fulfilled and that I have exercised the following checks to see that the money was actually utilized for the purpose for which it was sanctioned.

Kinds of checks exercised.

- 1.
- 2.
- 3.
- 4.
- 5.

Signature _____

Designation _____

Date _____

महाप्रबंधक (मिशनरी) (क) (क)
 General Manager (Missionary) (K) (K)
 सी सी एल, रांची
 C C L, Ranchi

ATTESTED

Dr. Gangadhara Somayaji K S
 Registrar
 Yenepoya (Deemed to be University)
 University Road, Deralakatte
 Mangalore 575 018, Karnataka

Dr. Anurag Bhargava
 Head, Center for Nutrition Studies
 Yenepoya (Deemed to be University)
 Deralakatte, Mangalore-575018

Annexure A
[Reference letters]

Dr. Nitin Kulkarni
Principal Secretary



Department of Health, Medical
Education and Family Welfare
Govt. of Jharkhand, Ranchi - 834002

Ranchi, Date: 21.01.2020

D.O. No.- 35/119

Sub.: Request for grant of CSR fund from CCL for facilitation of RATIONS study - a study of national importance in Jharkhand.

Dear Sri Gopal Singh Ji,

Kindly refer to our earlier communication letter No. 947[HS] dated 29.11.19 on the captioned subject. The RATIONS study being done in 4 districts of Jharkhand by a group of national institutions, in collaboration with the State TB Cell, under the aegis of ICMR is crucial for the formulation of future strategy towards elimination of Tuberculosis in the State of Jharkhand as well as India by 2025, as desired by the Hon'ble Prime Minister of India.

Malnutrition is the major contributory cause of new cases of TB and of deaths related to TB in India. An important part of the study is to generate evidence on the effect of nutritional support on immunity against Tuberculosis in patients with tuberculosis as well as their contacts. The team of investigators in this study is led by Dr Anurag Bhargava, of Yenepoya University, Mangalore, and includes representatives of National Institute & Research of Tuberculosis and National Institute of Nutrition, Hyderabad, and the State TB Cell. The ICMR has supported the majority of components of this study but some of the components of this study require support which could not be addressed by ICMR. A detail budget of the requirement and justification is attached with the total amount Rs.96.45 Lakh. We request the CCL to address these funding gaps.

A major component of the requirement is a research-grade flow cytometer machine. This is a project of national importance and is following the strict timelines suggested by the ICMR. The machine may be purchased by the Yenepoya University (a DSIR recognized research institution) in accordance with standard procedures to avoid delays in the project. After the completion of this research study, I have been assured that it shall be utilized for research purposes only by this institution.

This study is already contributing vital information to the Department of Health and Family Welfare, Government of Jharkhand which is contributing to our collective efforts to reduce the number of new cases and of TB related deaths. We are looking forward to more evidence from this study, which is the first study of its kind in India and globally.

I hope that Board of CCL will review this proposal effectively and provide necessary support at the earliest. This request may be considered on high priority.

Thanking you.

With regards,

Yours sincerely,

Encls: As stated above.

To,
Shri Gopal Singh,
Chairman-cum-Managing Director,
Central Coalfields Limited,
Darbhanga House, Kutchery Road,
Ranchi-834029, Jharkhand.

(Signature)
(Dr. Nitin Kulkarni)
प्रधान सचिव
स्वास्थ्य शिक्षा एवं पत्रिका विभाग,
झारखण्ड, राँची

ATTESTED

(Signature)
Dr. Gangadhara Somayaji I
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka

(Signature)
Dr. Anurag Bhargava
Head, Center for Nutrition Studies
Yenepoya (Deemed to be University)
Deralakatte, Mangalore-575018

Postal Head Office Ph. : +91 651-2491833, Fax : +91 651-2490314, RCH OIL Ph. : +91 651-2201800, 2251001, Fax : +91 651-2201800
E-mail: htddept56@gmail.com


महाप्रबंधक (एसडी & सीएसआर)
General Manager (SD & CSR)
सीसीएल, राँची
CCL, Ranchi


BUDGET/FINANCIAL SUPPORT FROM CCL

Item No.	Requirement	Justification	Cost per unit	Months	INR
Field travel for supportive supervision and field activities					
1.	Honorarium for supervision of Immune sub-study	We shall require a medical professional to supervise the Immune sub-study. Not covered in ICMR budget	25,000	12	300,000
2.	Travel funds for phlebotomist, 2 Project Consultant, Research assistant	Travel to field areas for 4 districts for collection of blood samples, dietary recall studies. Not covered in ICMR budget	10,000 per person/month x 4 persons	12	4,80,000
Total					7,80,000
Ration transport, delivery and storage					
			Costs per unit (INR)	Months	INR
3.	Transport cost of Rations from main supplier to sub-depot in TUs	Transport of rations at Sub-Depots, not covered in ICMR budget	35,000 per monthly trip from Ranchi to 4 districts	9 months	3,15,000
4.	Labour for loading and unloading of Rations in 28 TUs for 9 months	Delivery of Rations for 28 TUs, not covered in ICMR budget	500 per TU x 28 TUs	9 months	1,26,000
5.	Delivery of rations by tempo to patients of TUs in four districts	Door to door delivery to patients on motorable roads, not covered in ICMR budget	50,000 per month in all 4 districts combined	9 months	4,50,000
6.	Ration Supply to 800 Index cases of TB with household contacts in Hard to Reach area inclusive of Pol. for transport for 6 months (peak of enrolment)	Hard to Reach area ration supply to index and contact cases, not covered in ICMR budget.	500 per delivery to patient x 800	6 months	24,00,000

ATTESTED

Dr. Gangadhara Somayaji KS
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.


General Manager (SD & CSR)
 (एन सी ई आर)
 डी. ए. सी. रीजी
 येनेपोया


Dr. Anurag
 Head, Centre for Studies
 Yenepoya (Deemed to be University)
 Deralakatte, Mangalore-575018

W. Anurag

			patients for 6 months		
7.	Sub-depot rentcost 22 points for 9 months @Rs. 1500/month	Delivery of rations, not covered in ICMR budget	33,000	9 months	2,97,000
8.	Pest control expenses	23 storage points (Depot in Ranchi +22 sub-depots). Expenses not covered in ICMR budget	1000 @unit for 9 months	9 months	207,000
Total					37,95,000
Equipment purchase					
9.	Flow Cytometer-consumables (start up kits)for flow cytometer.(BD Accuri C6)	Immune sub-study not covered in ICMR budget	34,00,000	1	34,00,000
10.	Panel of cytokines/cells for immune sub-study (CD3/CD4/CD8/CD16/CD56/CD19/TNF-alpha/IL-17)	Immune sub-study not covered in ICMR budget	800 per test	900 samples	720,000
10.	ELISA reader	Immune sub-study not covered in ICMR budget. We shall need a separate ELISA reader for the Interferon gamma release assays	150,000	1	150,000
11.	Hand grip Dynamometer(Jamar)	To assess muscle function of patients with TB.	40,000	1	40,000
12.	Digitizer for transmitting X-ray images for interpretation, and their long term storage	We are doing X-rays in all patients. These need to be transmitted in DIACOM file format for interpretation, and also stored in soft form for research purpose.	280,000	1	280,000
					45,90,000
Incidental and others					
13.	Travel of Project Director for monitoring and meeting visits	Meeting with state and district officials. Not covered in ICMR budget	10,000	12	1,20,000
14.	Contingencies		30,000	12	3,60,000
					4,80,000
Grand Total					96,45,000

Dr. Anurag Sharma

Dr. Anurag Sharma
Head, Center for Nutrition Studies
Yenepoya (Deemed to be University)
Deralakatte, Mangalore-575018

महाप्रबंधक (एसडी & सीएसआर)
General Manager (SD & CSR)
सीसीएल, रांची
CCL, Ranchi

[Signature]

[Signature]

ATTSTED

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.



Government of India
 Ministry of Health & Family Welfare
 National Director, New Delhi 110150

Dr. K S SACHDEVA
 Dy. Director General
 Head, Central TB Division
 Project Director, RNTCP

D.O. No. 28015/771/2018TB
 January 30, 2020

Sub: Recommendation for facilitation of the RATIONS study.

Dear Mr Singh,

The RATIONS study is a trial of nutritional support to 2800 TB affected households in 4 districts of Jharkhand which aims to prevent TB in household contacts of TB patients. This study aims to improve patient outcomes, by improvement in their nutritional status.

The said trial is being conducted in collaboration with the State TB cell and its results are likely to be favorable and relevant in terms of improved patient treatment outcome and thereby fulfilling Government of India's (GoI) End TB strategy.

We understand that the Principal Investigator of the trial, Professor Anurag Bhargava, has approached your good selves (under its CSR initiatives) for (1) equipment support of (including flow cytometer) needed for a sub study and (2) support for storage, transport and distribution expenses of the ration to be used for the nutrition support .

These expenses are currently not covered in the budget of the trial.

This sub-study shall generate valuable evidence on whether nutritional support can increase immunity of the patient to eliminate the TB bacteria and thereby render long term effective cure.

The India TB Research Consortium, Indian Council of Medical Research under Department of Health Research, GoI has strongly recommended this proposal. Central TB Division also recommends said proposal and request you to consider the same.

(Signature)
 (Dr. KS Sachdeva)

To,
 Mr Gopal Singh
 The Chairman and Managing Director
 Central Coal Fields, Ranchi

ATTESTED

(Signature)
Dr. Gangadhara Somayaji K S
 Registrar
 Yenepoya (Deemed to be University)
 University Road, Deralakatte
 Mangalore 575 018, Karnataka

(Signature)
Dr. Anurag Bhargava
 Head, Center for Nutrition Studies
 Yenepoya (Deemed to be University)
 Deralakatte, Mangalore-575018

(Signature)
 (एसडी & सीएसआर)
 Manager (SD & CSF)
 C.C.F. Ranchi



YENEPOYA
(DEEMED TO BE UNIVERSITY)
Recognised under Sec. 3(A) of the UGC Act 1956
Accredited by NAAC with 'A' Grade

August 20, 2020

To:
General Manager, (SD and CSR)
Central Coalfields Limited
Darbhanga House, Ranchi - 834 029.

Sub: Signing of Memorandum of Understanding with Central Coalfields Ltd for financial support to RATIONS study in Jharkhand.

Dear Sir,

We are in receipt of your letter ref no. CCL/SD & CSR/20-21/497 dated 6.8.2020, regarding financial support under CSR activities of CCL to activities of the RATIONS study. This is an ICMR approved research project of national relevance being implemented by Yenepoya (Deemed to be University) as one of the implementing bodies in Jharkhand. We thank the CCL and its Board for approving the sum of Rs. 53, 70,000 to meet the funding gaps in this project.

We have also received the proposed Memorandum of Understanding whose contents are agreeable to us. This needs to be signed by one Project Coordinator representing CCL and another Project Coordinator representing Yenepoya (Deemed to be University) in the presence of witnesses. With regard to this MoU, I wish to state the following.

1. Prof. Anurag Bhargava, Head, Center for Nutrition Studies, Yenepoya (Deemed to be University) who is the Principal Investigator for the RATIONS study will be the Project Coordinator for this project on behalf of Yenepoya (Deemed to be University)
2. Prof. Anurag Bhargava is being authorized to sign on behalf of Yenepoya (Deemed to be University), in his capacity as the Project Coordinator and Head, Center for Nutrition Studies.
3. We shall deposit the funds in the Yenepoya University and their accounting and utilization will be strict accordance to established norms and procedures of our University.

Our University account details are as under;

Name of the beneficiary: Yenepoya University
Bank Account Number: 113201621000001
Name of Bank: Vijaya Bank Now Bank of Baroda
Founders Branch, VIJAYA TOWER, L H H ROAD, MANGALURU, DAKSHINA
KANNADA, KARNATAKA, PIN Code: 575003
IFSC Code: VIJB 0001132 (New IFSC Code BARBOVIFOUN)

Thanking you

Yours sincerely

Dr. K.S. Gangadhara Somayaji
Registrar

Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore - 575 018

University Road, Deralakatte, Mangaluru - 575 018.
T : +91 824 220 6000 E : reachus@yenepoya.edu.in www.yenepoya.edu.in

महाप्रबंधक (एसडी & सीएसआर)
General Manager (SD & CSR)
सीसीएल, राँची
C C L, Ranchi

ATTESTED

Dr. Gangadhara Somayaji
Page 2 Registrar
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Mangalore - 575 018, Karnataka.

Dr. Anurag Bhargava
Head, Center for Nutrition Studies
Yenepoya (Deemed to be University)
Deralakatte, Mangalore-575018