



दिल्ली DELHI

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## MEMORANDUM OF UNDERSTANDING

The Memorandum of understanding (MOU) is made at New Delhi on this...11<sup>th</sup> day of February, 2010.

By & Between

**Indira Gandhi National Open University**, as University validly created under the Indira Gandhi National Open University Act, 1985 (hereinafter referred to as "IGNOU" having its principal office at Maidan Garhi, New Delhi, through its authorized signatory Registrar which expression unless repugnant to the context or the meaning there of shall include its permitted assigns and successors.

AND

**National AIDS Control Organisation** with its headquarters at 6th floor, Chandralok Building, 36-Janpath, New Delhi-110001, a Statutory Body under the ministry of Health and Family Welfare, Govt. of India, (hereafter referred to as 'NACO') represented by its authorized signatory Secretary (AC) & DG, NACO which expression unless repugnant to the context or the meaning thereof shall include its successors n office or assigns of the other part.

*[Handwritten signatures]*

Collectively referred to as the 'PARTIES'

Whereas the IGNOU an autonomous body created by an Act of Parliament with objectives to disseminate education to a large section of the society through Mode of Distance Education. For this purpose the IGNOU has been empowered by IGNOU Act to co-operate with other institutions and organizations.

Whereas NACO, Ministry of Health and Family Welfare (MOHFW) implements the health policy of Government of India on HIV/AIDs in providing health care to the people.

Recognising the capacity, capability and expertise of IGNOU in designing and developing the programme and disseminating knowledge through novel techniques using modern technology through distance mode of education, NACO of Health and Family Welfare have **desired IGNOU to collaborate to develop the 'Post Graduate Diploma in HIV Medicine'** programme and also deliver the same for the public at large.

Hence, both the parties have deliberated, negotiated and agreed upon the terms and conditions governing their relationship for their co-operation to respond to the need of professional development as under:

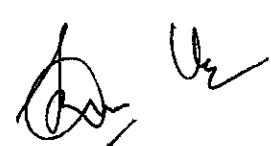
#### Common Objectives

1. To develop and launch the **Post Graduate Diploma in HIV Medicine for Doctors with minimum MBBS qualification.**
2. To act as an umbrella organization for training of HIV medicine throughout the country.

#### 1. Joint Coordination Committee

There shall be a Joint Coordination Committee to monitor and implement the project under this MOU which shall be chaired by Vice Chancellor, IGNOU and Secretary (AC) & DG, NACO will be co-chair person. In the absence of the Vice chancellor, the Secretary (AC) & DG, NACO will chair the meeting. Not more than 5 members will be nominated by each party. Programme Coordinator shall be the convenor of this committee.

The committee will meet at least twice a year. The quorum of the meeting will be of at least two representatives from each of the parties.



NACO and IGNOU shall nominate a representative from both the parties respectively as Coordinators who will keep their respective authorities informed of all activities from time to time (Presently Dr. D. Bachani, DDG, NACO and Prof. T.K. Jena, IGNOU). Either of the coordinators could ask for convention of the committee meeting.

## 2. **Obligation of Parties**

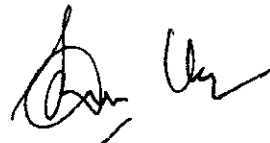
### (a) **Obligations of IGNOU**

With a view to achieve the objective set forth in the preceding para, IGNOU shall:

- a) Design the curriculum and identify experts in consultation with NACO
- b) Develop the print materials and audio-video programmes.
- c) **Identify Programme Study Centre (s) in association with NACO.**
- d) Implement the Programme.
- e) Monitor and supervise the implementation of the programme.
- f) Use its technological infrastructure such as teleconferencing, interactive radio, Gyan Darshan, Gyan Vani etc to support professional training.
- g) Hold term-end examination, declare results and issues certificates.
- h) Establish a HIV Medicine Cell at IGNOU

### (b) **Obligations of NACO**

- a) Assist IGNOU in identifying institutions well equipped with required infrastructure for Programme under this MOU that will function as the Programme Study Centres (PSC)/ Skill Development Centre (SDC).
- b) Facilitate in identification of experts/course writers for programme design and development of self-instructional material(SIM)
- c) Provide adequate funds as per terms of payment contained in the MOU after signing this MOU and IGNOU shall proceed for preparation, development, printing of self-instructional material, development of audio/video programmes and other related expenditure thereafter.



- d) Sponsor candidates ( 50% of total seats or as decided in the Joint Coordination committee for an academic year) for undertaking training under this programme
- e) Provide financial support for establishment of 'HIV Medicine' Cell and its maintenance.

### 3. **Copyright and intellectual property**

Copyright in the course material (print Audio/Video) developed under this MOU shall remain exclusively with IGNOU. NACO shall be free to use the material for academic purpose.

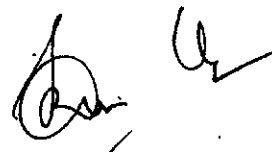
### 4. **HIV Medicine Cell**

IGNOU will establish an 'HIV Medicine' Cell to coordinate the HIV Medicine training throughout the country as per plan in annexure I which shall remain flexible as per the need of hour.

- a) The financial requirement for the HIV Cell will be met from the funds provided by NACO, where as IGNOU will provide space and basic facilities for functioning of the Cell.
- b) It will be attached to the school from where other medical programmes of IGNOU are being launched (presently the School of Health Sciences).
- c) The HIV Medicine cell will be operated under the supervision of a medical faculty who will also be the Programme Coordinator for the HIV Medicine programme.
- d) The Cell will provide a quarterly report (physical and financial) to NACO on regular basis. In addition, NACO will have access to reports on activities undertaken by the NACO project under this MOU.

### 5. **Finance**

NACO shall provide funds after signing of the MOU as per detail given in annexure II, which is a part and parcel of this MOU. Funds will be kept separately and proper account of the project shall be maintained by IGNOU.



NACO will be provided utilization certificate duly certified by competent authority at the end of the 1st year and subsequently at every 6 months.

### **Budget**

The budget will include entire expenses towards planning, development and delivery of the PG Diploma in HIV Medicine including its monitoring for quality assurance. It will also include cost of establishment of a HIV Medicine Cell as per clause 4.

IGNOU Payment norms will be followed for payment towards Programme planning, development and implementation. Payments for staff of HIV Medicine Cell will be as per annexure-II..

### **Payment**

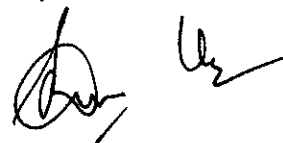
(a) Payment for the 1st year of activity will be released as mentioned below:

- 30% of the agreed amount shall be paid within 7 days of signing of the MOU.
- 50% of the agreed amount will be paid upon finalization of Curriculum and implementation strategy.
- 20% of the agreed amount will be paid after launching of the programme.

(b) The admission fee for sponsored students for an academic year to be released before the last date for submission of application forms. The numbers to be sponsored will be decided in the Joint Coordination committee from time to time.

(c) Recurring cost after the 1st year (excluding the admission fee of sponsored students) will be released in two installments- one in January and the other in July.

It is understood that neither this MOU nor the implementation of activities under this MOU will create any employer / employee relationship between IGNOU and NACO, nor with any of the employees, or experts. Both MOU partners shall be individually responsible for the manner in which the work is carried out.



**6. Validity**

This MOU will come into effect w.e.f. the date of signing and also from the date of providing fund by NACO to IGNOU as per clause 5 and shall remain valid unless terminated by either party.

**7. Termination**

This MOU may be terminated by either party on six months notice to the other party unless extended or terminated earlier. Notwithstanding the provision of above clause, either party shall be entitled to terminate this Agreement immediately and without further notice in the event of the other party committing a material breach of the terms and condition of this Agreement, and failing to remedy such breach within 60 (sixty) days after receipt of written notice calling upon such party to remedy the breach complaint of.

~~The termination of this Agreement~~ for whatever reason, will not effect the rights of the party, which may have accrued at the date of the termination and will further not affect any rights, which specifically or by their nature survive the termination of this agreement.

**8. Amendment**

The obligations of IGNOU and NACO have been outlined in the MOU. However, during operation of MOU circumstances may arise which call for alteration or modifications of this MOU. These alterations will be mutually discussed and agreed upon in writing.

No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

**9. Matters not provided in the MOU**

If any doubt arises as to the interpretation of the provisions of this MOU or as to matters not provided therein, the Parties to this MOU shall consult with each other for each instance and resolve such doubts in good faith.

## 10. Further Acts and Assurances

Each of the parties agree to execute and deliver all such further instruments and to be performed all such further acts as shall be necessary and required to carry out the provisions of this MOU and to consummate the transactions contemplated hereby.

## 11. Force Majeure

(a) The parties to this MOU shall not be liable to each other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government laws, orders or regulations, embargoes, actions by the government or any agency thereof, act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different contingencies beyond the reasonable control of the respective parties to this MOU.

(b) In the event that either party is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this MOU or any cause set forth in (a) above, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrance, and the parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

## 12. Notices

(a) Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage fully paid, or transmitted by facsimile(with confirmation) to the address specified below or to such other address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided:

- i) The Registrar  
IGNOU : Indira Gandhi National Open University  
Maidan Garhi, New Delhi – 110068
- ii) The Secretary (AC) and DG (NACO)  
6th floor, Chandralok Building,  
36-Janpath, New Delhi-110001



(b) Any notice, approval, consent and other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven(7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back, when transmitted by facsimile.

### 13. Dispute Resolution

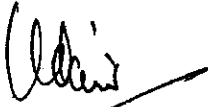
If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or out of the break, termination or invalidity of the Agreement hereof, the Parties shall resolve them by resort to the following in the order so mentioned:

(i) Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a Dispute to settle such Dispute in the first instance by mutual discussions between the Parties.

(ii) If the dispute cannot be settled by mutual discussions within 30 days period provided, only the Court of Delhi will have Jurisdiction to adjudicate upon the matter.


IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be made in English and executed by their duly authorized representatives on the day and the year first above written.

For and on behalf  
of IGNOU


  
यू.एस. टोलिया / U.S. TOLIA  
कुलसचिव (प्रशासन) / Registrar (Admn.)  
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय  
Indira Gandhi National Open University  
मैदान गार्ह, नई दिल्ली-68  
Maidan Garhi, New Delhi-68

Witness

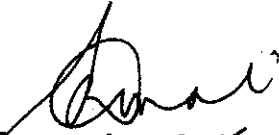
1.

  
11/2/10  
(Dr. T.K. JENA  
SOHR, IGNOU, ND-68)

2.

  
Dr. D. BACHAN  
DDG, NACO

For and on behalf  
of NACO

  
11/2/10  
K. Chandramouli  
Secretary & Director General  
Department of AIDS Control & NACO  
Ministry of Health & Family Welfare  
Government of India  
New Delhi-110001



## HIV Medicine Cell

School of Health Sciences is developing a programme on 'HIV Medicine' for MBBS doctors in collaboration with National AIDS Control Organisation (NACO), Ministry of Health and Family Welfare, Govt. of India. An MOU is also being worked out to be signed between IGNOU and in this regard.

In a meeting held between NACO and SOHS on 12-11-09, it was agreed to create a 'HIV Medicine' Cell so as to expedite the programme development and subsequently coordinate HIV Medicine training throughout the country. The proposal for creation of 'HIV Medicine Cell' was approved by Vice chancellor. The detailed frame work of HIV Medicine cell is mentioned below:

### Objectives

1. To develop and launch a Post Graduate Diploma in HIV Medicine through for Doctors with minimum MBBS qualification.
2. To act as an umbrella organization for training of HIV medicine throughout the country.

### Infrastructure

IGNIOU will provide space and basic facilities for functioning of the Cell. NACO will provide furnitures and equipments for its use.

### Staff

There will be one Programme Officer (MBBS background) and one Computer Operator cum Office assistant. They will be provided lump sum salary as per provision in the project.

### Finance

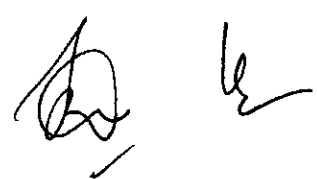
The financial requirement for the HIV Cell will be met from the funds provided by NACO. It will be released after the signing of MOU.

### Functioning

HIV Medicine Cell will have its independent infrastructure and staff and will be attached to the school from where other medical programmes of IGNOU are being launched (presently the School of Health Sciences)

It will be operated under the supervision of a medical faculty who will also be the Programme Coordinator for the HIV Medicine programme.

The Cell will provide a quarterly report (physical and financial) to NACO on regular basis. In addition, NACO will have access to reports on activities undertaken by the NACO project as per provision in the MOU.



## Budget Proposal for PG Diploma in HIV Medicine

Annexure II

### I) Budget for 1<sup>st</sup> Year

Sl. No.	Item Head	Activity	Details of Item	Amount Proposed
<b>A) Course Planning and Development</b>				
1.	Advisory Group Meeting	To frame Broad programme guidelines	1 day meeting (5-7 persons including Coordinators)	32,40,000/- 20,000/-
	Expert meeting	To out line programme design and syllabus	1 day meeting (About 10-15 experts)	1,50,000/-
	Course writer's meeting	Develop Self Instructional Material	1 day meeting x 2 (about 30-40 experts)	3,00,000/-
	Core group Meeting	Consultation with identified experts	5 meeting	50,000/-
	Course Writing	Payment to Unit Writer and Editor	About 100 Unit involving about 25-30 Blocks @6,000/Unit	6,00,000/-
	Accessory Material	Prog. Guide. Counsellor Manual. Brochure. Prospectus . Assignments etc.		1,00,000/-
	Word Processing, art work etc.			1,00,000/-
2.	Printing of Material	CRC and Printing		9,00,000/-
3.	Assignment Workshop	Develop Question Bank	About 30,000 x 30 blocks 1 day for 5-7 experts	20,000/-
4.	Video development	About 4-6 video		
5.	Administrative Expenses	stationary, telephone, postage, Travel by staff/coordinators contingency	About 1,50,000 x 6	9,00,000/- 1,00,000/-
<b>B) HIV Medicine Cell</b>				
6.	Programme Officer	Monitoring activities & development	50,000-60,000/month	12,00,000/- 7,00,000/-
7.	Computer Operator	Office Assistance and typing		
8.	Equipment	Computers-2 Printers-2 Xerox Machine-1 Fax-1 Scanner-1	10,000-15,000/month	1,50,000/- 2,00,000/-
9.	Furniture	Almirah-2 Table-2 Chairs-4 Computer tables-2		50,000/-
10.	Administrative Expenses	stationary, telephone, postage, Travel by staff/coordinators contingency		50,000/-
<b>C) Implementation Cost</b>				
11.	Orientation of Counsellors	Standardize Counselling Process through DE	1-2 day trg for all counsellors at all PSC's	28,00,000/- 4,00,000/-
12.	Monitoring by Expert panel	Ensure quality trg.	TA/DA of expert panel and honorarium	3,00,000/-
13.	Admission Fee of sponsored students*	About 70 students in 1 <sup>st</sup> year	@30,000/ year	21,00,000/-

\* To be calculated on basis of implementation strategy before admission

<b>D) Institutional Cost @ 10 % of total</b>	7,24,000/-
<b>TOTAL</b>	<b>79,64,000/-</b>

## II) Recurring Expenses after 1<sup>st</sup> Year

A) HIV Medicine Cell				
14.	Programme Officer	Monitoring activities of development	50,000-60,000/month	12,60,000/- 7,00,000/-
15.	Computer Operator	Office Assistance and typing	10,000-15,000/month	1,50,000/- 10,000/-
16.	Annual Maintenance of Equipment and Furniture			
17.	Meetings			
18.	Material	Reprints, assignment, Programme Guide, advertisement and promotional activities, etc.		1,00,000/- 2,00,000/-
19.	Administrative Expenses	stationary, telephone, postage, Travel by staff/coordinators contingency		1,00,000/-

B) Implementation Cost				
20.	Orientation of Counsellors for new PSC	Standardize Counselling Process through DE	1-2 day trg for all new counsellors and new PSC	26,00,000/- 2,00,000/-
21.	Monitoring by Expert panel	Ensure quality trg.	TA/DA of expert panel and honorarium	3,00,000/-
22.	Admission Fee of sponsored students*	About 70 students in 1 <sup>st</sup> year	@30,000/ year	21,00,000/-

\* To be calculated on basis of implementation strategy before admission

C) Institutional Cost @ 10 % of total				3,86,000/-
<b>TOTAL</b>				<b>42,46,000/-</b>