



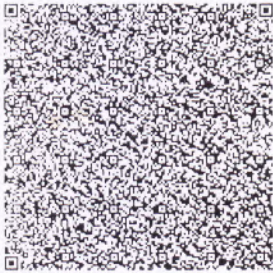
सत्यमेव जयते

INDIA NATIONAL OFFICIAL

Government of National Capital Territory of Delhi

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Purchased by	: PROF JITENDRA KUMAR SRIVASTAVA REG ADMIN IGNOU
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PROF JITENDRA KUMAR SRIVASTAVA REG ADMIN IGNOU
Second Party	: MS LIMATULAYADEN DIRECTOR NHM MOHFW
Stamp Duty Paid By	: PROF JITENDRA KUMAR SRIVASTAVA REG ADMIN IGNOU
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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**AMENDMENT TO MOU**

This Amendment to MoU (hereinafter referred to as "MoU") is made at New Delhi on this 24<sup>th</sup> day of July 2018.

**BETWEEN**

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shoiestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.  
 2. The onus of checking the legitimacy is on the users of the certificate.  
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(Signature)  
LIMATULAYADEN

*(Handwritten signature)*



**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 (Admn.) which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors.

**AND**

**MINISTRY OF HEALTH AND FAMILY WELFARE, GOVT. OF INDIA** (hereinafter referred to as "MOHFW"), having its office at Nirman Bhawan, New Delhi through its authorized signatory....., which expression unless repugnant to the context or the menaing thereof shall include its permitted successors, assigns and administrators.

**(Hereinafter collectively referred to as the "Parties")**

**WHEREAS**, the Parties has entered into an MoU (the 'Original MoU') dated 16<sup>th</sup> March,2016 at New Delhi to collaborate for developing distance learning Programme related to Bridge Course on " Certificate in Community Health" for Nurses (Registered Nurse & Registered Midwife) and also to deliver the same.

**WHEREAS**, the parties to the aforesaid MOU now intends to amend certain part of the Original MoU dated 16<sup>th</sup> March,2016.

**WHEREAS** Clause 14, page no. 8 of Original MoU provides that the MoU may be amended/ modified/ altered in writing jointly by both Parties;

**NOW, THEREFORE**, the Parties hereby agree and amend the Original MoU as follows:

- 1) The section of the Original MoU which originally reads as " Recognizing 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. Ministry of Health and Family Welfare desires IGNOU to collaborate for developing distance learning Programme related to Bridge Course on "Certificate in Community Health" for Nurses (Registered Nurse & Registered Midwife) (Hereinafter referred to as the Programe) and also deliver the same", is deleted in the entirety and is replaced with the following :



"Recognizing 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. Ministry of Health and Family Welfare desires IGNOU to collaborate for developing distance learning Programme related to "Certificate in Community Health" for Registered Nurse & Registered Midwife and Registered Ayurveda Graduates preferably having two years of post qualification experience. (Hereinafter referred to as the Programme) and also deliver the same."

Section 1 i.e. Obligation of parties should read as follows

(i) Nominate a coordinator/s for the programme (Hereinafter referred to as the programme coordinator/s)

(i-a) Set-up a Programme Cell at IGNOU Head Quarters with the support of Ministry of Health and Family Welfare (MoHFW) to coordinate the activities related with the Certificate Programme in Community Health. The cell may be headed by the Programme Coordinator'

- 2) The Project/Programme Objective of the Original MoU which originally reads as: "To design and develop the Programme on Bridge Course in Community Health for Nurses" is deleted in entirety and is replaced with "To design and develop Certificate in Community Health for Registered Nurses & Registered Midwives and Registered Ayurveda Practitioners".
- 3) Clause 1 (a) (xii) of Original MoU which reads as: "Enroll government sponsored in-service candidates for the programme." is deleted in entirety and is replaced with: "Enroll government sponsored in-service candidates for the programme initially (RNRM/BAMS, Ayurveda Graduates preferably having two years post qualification experience)."
- 4) Clause 4 (a) of Original MoU which reads as: "MOHFW shall bear the expenditure for development of the Programme and shall pay presently estimated amount of Rs. 64.24 lakhs to IGNOU for the development cost of the Programme under this MoU." is deleted in entirety and is replaced with: "MOHFW shall bear the expenditure for development of the Programme and shall pay presently estimated amount of Rs. 68.74 lakhs to IGNOU for the development cost of the Programme under this MoU."



- 5) Clause 6.2 of Original MoU which reads as : " IGNOU will be free to amend eligibility condition to offer the programme to all eligible candidates i.e. Registered Nurse Registered Midwife (RNRM) is deleted in entirety and replaced with : "IGNOU will be free to amend eligibility condition to offer the programme to all eligible candidates in consultation with MoHFW i.e. Registered Nurse and Registered Midwife, Registered Ayurveda Graduate preferably having two years post qualification experience."
- 6) Clause 13 of Original MoU which originally reads as: "In case of any dispute between the parties, the dispute shall be amicably resolved in a meeting of the two parties. However, if such an effort fails, and in the event any dispute, difference, Question or this MoU arises between the parties hereto or their respective representative or assignees at any time, in connection with construction, meaning, operation, effect, interpretation or arising out of the MoU or breach thereof, effort (s) shall be made initially to settle the dispute amicably through mutual discussion within a period of three months, failing which only the Courts at Delhi/New Delhi will have jurisdiction to adjudicate upon the matter." , is deleted in entirety and is replaced with the following:

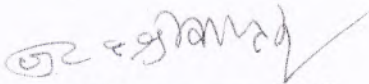
**Dispute Resolution Clause:**

- (i) In the event if any dispute, difference or question on this MOU arises between the parties hereto or their respective representative or assignees at any time, in connection with construction, meaning, operation, effect, interpretation or arising out of the MOU or breach thereof, effort (s) shall be made initially to settle the dispute amicably through mutual discussion within a period of three months in a meeting of the Heads of two parties. e., the Vice Chancellor (Or His Duly appointed Representative), IGNOU &.....(Or His Duly appointed Representative), MOHFW, who shall meet & mutually decide on the issues involved ;
- (ii) It is further agreed between the parties that in the event the efforts to resolve the dispute as per Sub-Clause (i) above fail then recourse to mechanism / instructions as suggested by the Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India, vide D. O. No. 29 (9)12014-Jud1. Dated 07.08.2014 to desist from initiating Inter-ministerial / Departmental Litigation in the Court of Law and to

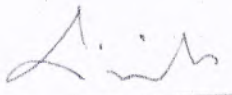
- reduce the litigations between various Ministries / Departments / PSUs / Boards / Authorities, etc. would be adhered to by both the parties ;
- (iii) However, even if the above mechanism fall to resolve the dispute eventuality only the court (s), at New Delhi will have jurisdiction to adjudicate upon the matter / dispute

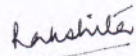
Except as modified by this Amendment MoU, the understandings and commitment in the original MoU among the parties as stated in the original MoU shall remain the same.

IN WITNESS WHEREOF, the parties execute this Amendment MoU as of the Effective dates.

  
**PARTY-1** जितेन्द्र कुमार श्रीवास्तव  
Prof. Jitendra Kumar Srivastava  
प्रमुख निदेश (प्रशासन) अध.स. / Registrar (Admn) / IC  
द्वारा केंद्रीय राष्ट्रीय प्रोक्त विश्वविद्यालय / IGNOU

**Witness for Party-1**

  
**PARTY-2** (LAWYER/ADVN)  
निदेशक / Director  
आरोग्य एवं परिवार कल्याण मंत्रालय  
Ministry of Health & F. W.  
भारत सरकार / Govt. of India  
नई दिल्ली / New Delhi

  
**Witness for Party-1**  
Consultant, MoHPW,  
Nirman Bhawan  
New Delhi