



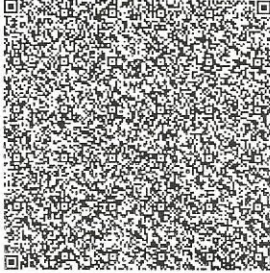
सत्यमेव जयते

INDIA NON JUDICIAL

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Second Party : DR B S MURTHY DIRECTOR H AND FW MOHFW GOI
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MEMORANDUM OF UNDERSTANDING

This "Memorandum of Understanding" (Here-in-after referred to as the "MOU") is made and entered into this the 25th day of JUNE, 2018 (Here-in-after referred to as the "EFFECTIVE DATE"), at New Delhi / Delhi,

By

&

Between

प्रो. जितेन्द्र कुमार श्रीवास्तव
 Prof. Jitendra Kumar Srivastava
 कुलसचिव (प्रशासन) को.वि. / Registrar (Admn.) I/c
 इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 कानून, नई दिल्ली-110068

(बी. श्री. मधुसूदन मूर्ती)
 (B. S. MURTHY)
 निदेशक / Director
 स्वास्थ्य एवं परिवार कल्याण मंत्रालय
 Ministry of Health & F.W.
 भारत सरकार / Govt. of India
 नई दिल्ली / New Delhi

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1. The authenticity of this Stamp Certificate should be verified by scanning the QR code available on the website renders it invalid.
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INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU), a National University established by an Act of Parliament i. e., Indira Gandhi National Open University Act, 1985 (Act No. 50 of 1985) having its Headquarters at Maidan Garhi (New Delhi – 110068) {Here-in-after for the sake of brevity referred to as "**IGNOU**" or the "**UNIVERSITY**", which expression unless excluded by or repugnant to the context or meaning hereof, shall deem to include its Successor (s), Administrator (s) or Permitted Assignee (s)}, and being represented through its Authorized Signatory, **PROF. (DR.) JITENDRA KUMAR SRIVASTAVA**, Registrar (Administration) (In-charge) of the **FIRST PART**,

AND

MINISTRY OF HEALTH AND FAMILY WELFARE (MOHFW), GOVERNMENT OF INDIA, having its Head Office at "A" Wing, Nirman Bhawan, Maulana Azad Road (New Delhi – 110011) {Here-in-after for the sake of brevity referred to as "**MOHFW**", which expression unless excluded by or repugnant to the context or meaning hereof, shall deemed to include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, **DR. BUDARAJU SRIRAMACHANDRA MURTHY**, Director, MOHFW, GOI, of the **SECOND PART**.

HERE-IN-AFTER, individually referred to as the "**Party**" and collectively referred to as the "**Parties**"

WHEREAS, the IGNOU, a National University created by an Act of Parliament with objectives to disseminate education to a large section of the society through Open & Distance Learning Mode (ODL Mode). For this purpose the IGNOU has been empowered by IGNOU Act to co-operate with other institutions and organizations.

AND WHEREAS, the Ministry of Health and Family Welfare (MOHFW) implements the health policies of Government of India in providing health care to the people.

THAT, recognizing the capacity, capability and expertise of IGNOU in designing and developing the programme and disseminating knowledge through novel techniques using modern technology through Open & Distance Learning Mode (ODL Mode), MOHFW desires IGNOU to collaborate for developing a series of programmes and also deliver the same for the public at large.

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प्रो. जितेंद्र कुमार श्रीवास्तव
Prof. Jitendra Kumar Srivastava
कुलसचिव (प्रशासन) चा.भा. / Registrar (Admn.) I/c
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गार्ही, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

(डी. बी. श्रीवास्तव मुर्ती)
(B. B. MURTHY)
निदेशक / Director
स्वास्थ्य एवं परिवार कल्याण विभाग
Ministry of Health & F.W.
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

NOW THEREFORE, 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.

NOW THEREFORE, IN VIEW OF THE FOREGOING PROMISES AND IN FURTHER CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS GIVEN UNDER :

(1). COMMON OBJECTIVE :

- (i). To develop and launch skill based Health Programmes to create trained healthcare personnel for improving health care delivery across the Country ;
- (ii). To create an umbrella Organization / Cell for developing, implementing and certifying the skill based health programmes in the Country.

(2). OBLIGATIONS OF PARTIES :

(A). OBLIGATIONS OF IGNOU :

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

- (i). Establish a Skill Training Cell (STC) at IGNOU and nominate a medical faculty from the School of Health Sciences as Project director for the entire period of MOU who shall implement the programmes stated in the **Annexure – III**;
- (ii). Design and develop the programme packages aligning with the standards set by MOHFW for skill based programmes in consultation with the MOHFW and NSQF aligned courses under MSDE ;
- (iii). Implement the Programmes nation-wide through the support services frame-work in collaboration with MOHFW to achieve the targets mentioned in the **Annexure – III**;

- (iv). Create a supervision and monitoring network at State and District level in collaboration with MOHFW, IGNOU and other institutions as identified by MOHFW ;
- (v). Hold examination, declare results and issue certificates as per IGNOU guidelines and norms ;
- (vi). Provide its technological infrastructure to support and deliver the programmes ;
- (vii). Identify and establish Study Centre (s) as per Norms / Guidelines mutually agreed by IGNOU and MOHFW ;
- (viii). Undertake advocacy to create awareness about the new programmes for adequate enrollment ;

(B). OBLIGATIONS OF MOHFW :

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

- (i). Help IGNOU in developing a mutually agreeable Norm / Guideline in identifying Learner Support Centres (LSC) / Skill Development Centres(SDC) across the nation for training of the students in the MOU linked programmes ;
- (ii). Facilitate cooperation of State Governments enabling IGNOU to establish LSC / SDC in government health institutions and develop a nation-wide monitoring system at State and District level ;
- (iii). Identify experts jointly with IGNOU for design and development of program packages in accordance with the curriculum as designed and adopted by MoHFW and alignment of the standards as set by the said Ministry for all programs under this MoU;
- (iv). Help in advocacy by displaying admission related information in its official website, communicating the State Governments to extend

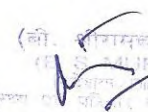
their support and allowing IGNOU to mention about the collaboration in its advertisement, study material and the certificates to be issued to students ;

- (v). Provide financial support for establishment of 'Skill Training Cell' and its operational cost as reflected in the **Annexure – II** ;
- (vi). Provide adequate grants as per terms of payment contained in the MOU after signing this MOU and IGNOU shall proceed for design, development, implementation and other related expenditure thereafter ;
- (vii). Facilitate and ensure legal and regulatory requirements for the programme.

(3). JOINT MONITORING AND COORDINATION COMMITTEE (JMCC) :

- (i). The parties shall jointly set up a "Joint Monitoring & Co-ordination Committee", which would be responsible for the overall administration and implementation of this MOU. This committee shall have the power to take any decisions related to the program and its implementation and will review periodically the activities undertaken within the MOU. The Committee shall function in consonance with the laid down provisions of the IGNOU Act, 1985, its Statutes and Ordinances. It shall be chaired by Vice Chancellor, IGNOU and co-chaired by Joint Secretary (ME/HRH), MOHFW ;
- (ii). Membership will include three (3) members each, to be nominated by each party. The Project Director shall be the Convenor of this committee. The Committee shall meet at least twice a year. The quorum of the meeting will be of at least two representatives from each of the parties including the chairs ;
- (iii). MOHFW 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. Either of the Coordinators could ask for convening the committee meeting ;


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मैदान गढ़ी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

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(जी. जितेन्द्र कुमार श्रीवास्तव)
Joint Secretary (ME/HRH), MOHFW
विभाग, स्वास्थ्य एवं परिवार कल्याण
Ministry of Health & F.W.
Govt. of India

(4). COPYRIGHT AND INTELLECTUAL PROPERTY :

- (i). Copyright in the course material (Print Audio / Video) developed under this MOU shall be exclusively with IGNOU. However, on recommendation of the MOHFW, IGNOU shall grant permission to any other public University for adoption / adaptation of study material (Print, Audio and Video) developed under this MOU for use of their students, on mutually agreeable terms and conditions and subject to the policies of IGNOU ;
- (ii). None of the parties shall use, register or attempt to register any of the intellectual property rights which vests in the other Party, without the prior written permission of such Party ;
- (iii). Any use of the intellectual property right of one Party in course of achieving the objectives shall not be deemed to vest the ownership of intellectual property rights in the other Party. Any unauthorized attempt to use, register or attempt to register any of the intellectual property rights of a Party without express permission of the other Party shall constitute an act of infringement of the intellectual property rights of the said Party ;

(5). SKILL TRAINING CELL :

- (i). IGNOU will establish a 'Skill Training Cell' to coordinate the skills training across the country through appropriate liaisoning with the Study Centres as mentioned in **Annexure – I** which shall remain flexible as per the need of the hour ;
- (ii). The financial requirement for the skill training cell will be met from the grants provided by MOHFW whereas IGNOU will provide space and basic facilities for functioning of the Cell ;
- (iii). The Skill Training Cell will be operated by the Project Director as per guidelines of MOU and input provided by the JMCC from time to time ;

- (iv). The Skill Training Cell will prepare an Annual Report of the Programme.

(6). FINANCE :

- (i). MOHFW will provide funds after signing of the MOU as per detail given in **Annexure – II**, which is a part and parcel of this MOU. Skill Training Cell (STC) shall have flexibility to re-appropriate the utilization of grants within the sub-heads of the Main Heads 1, 2, 3 as mentioned in the **Annexure – II**. Grants will be kept in a separate account of IGNOU ;.
- (ii). MOHFW will be provided Utilization Certificate duly certified by competent authority of IGNOU at the end of the every Financial Year ;
- (iii). **Budget :** The budget will include entire expenses towards planning, development, implementation of the programmes that are part of this MOU including the cost of monitoring for quality assurance. It will also include cost of establishment of a Skill Training Cell as per Clause 5 of this MOU. The student-linked expenditure will be borne by IGNOU which will be earned from the admission fees of the students. The admission fee excludes examination fee as the students are required to pay on line examination fee as and when they intend to write the examination.
- (a). Payment for the activities involving the first four programmes, preferably, at serial number 1-4 in the **Annexure – III** will be released as mentioned below:
- 30% of the agreed amount shall be paid within 30 days of signing of the MOU ;
 - 50% of the agreed amount will be paid upon finalization of Curriculum and implementation strategy and within 6 months of MOU signing ;


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Indira Gandhi National Open University
मैदान गढ़ी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

(को प्रमाणित किया गया)

संस्थापक निदेशक (प्रशासन) / Director (Admn.)
मैदान गढ़ी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

- 20% of the agreed amount will be paid after launching of the programme ;
- (b). 10 programmes as mentioned in the Appendix – 4 are proposed to be developed and launched as a part of this MOU. Payment for the six programmes, other than those coming under (a) above, the payment will be released as mentioned below:
- 20% of the agreed amount shall be paid for development of the package ;
 - 30% of the agreed amount will be paid upon launching of the programme ;
 - 50% of the agreed amount will be paid after 6 months of launching of the programme ;
- (iv). At the end of the roll out of the first four programs,as mentioned in Point 6 (iii) (a) above, the Ministry of Health and Family Welfare will review the progress of the implementation of such courses and may also suggest additional skill based courses other than the ten mentioned in the MoU based on the requirement of the country or even specific State/UT, as appropriate, for which additional funds may also be provided.
- (v). If any additional programmes, other than the ten mentioned in the MOU, are added during the course of the MOU, the same may be decided in the Joint Monitoring and Coordination Committee and funds for development and implementation of such programmes may be provided appropriately ;
- (vi). It is understood that neither this MOU nor the implementation of activities under this MOU will create any employer / employee relationship between IGNOU and MOHFW, 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.
- (vii). **Fee Structure:** Skill Training Cell shall design and decide the fee

structure, including admission fee, examination fee, etc. to be directly paid by the Student / Institution / State Government to enable the students to enroll for the programme ;

- (viii). **Certification:** IGNOU shall issue Certificate to all successful students. The grade cards will incorporate a line mentioning about IGNOU – MOHFW collaboration. Incorporation about the collaboration and logo of both IGNOU and MOHFW in the certificates would be subject to building up such a provision into software and the Certificate ;

(7). VALIDITY & RENEWAL :

This MOU shall come into force with effect from the date of Signing / Execution of this MOU (Here-in-after referred to as the "**EFFECTIVE DATE**") and shall remain valid for a period of five years from the date of signing of the MOU. The term of this MOU may be further renewed on terms and conditions mutually agreed upon and recorded in writing between the Parties. The processes of renewal of MOU must be necessarily started six months before the termination date.

(8). TERMINATION :

- (i). Either party may terminate this MOU by providing the other party with Six Calendar Month advance notice. Such termination shall take effect at the end of the six – month period ;
- (ii). However, either party shall be entitled to terminate this MOU immediately and without further notice in the event of the other party committing a material breach of the terms and conditions of this MOU, and failing to remedy such breach within 60 (Sixty) days after the receipt of written notice calling upon such party to remedy the breach complained of ;
- (iii). The termination of this MOU, for whatever reason, will not affect the rights of a party, which might have accrued at the date of termination and will further not affect any rights, which specifically or by their nature survive the termination of this MOU ;

- (iv). In any case, the students already admitted to the programmes shall be given the opportunity to avail the maximum prescribed duration for completion of the programmes ;

(9). FORCE MAJEURE :

- (i). Neither Party will be liable for the delay or failure in performing obligations if the failure results from circumstances beyond its reasonable control (Such circumstances here-in-after referred to as "**Force Majeure**"), including but not limited to Acts of God, War / Hostilities, Riot or Civil Commotion, Fire, Flood or Earthquake, Tempest, Lightening or other Natural Physical Disaster ; Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the MOU, then the Party so affected shall promptly notify the other Party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MOU. From the date of the notification, regarding Force Majeure the MOU may be closed with the mutual consent of the Parties on "As is where is basis" or suspend the performance of the MOU for a period not exceeding 2 months ;
- (ii). If at the expiry of the period of suspension, the reasons for suspension still remain / stand valid, MOHFW and IGNOU shall treat this MOU as terminated ;
- (iii). On resumption of good relations / normal conditions, the Parties to this MOU shall consult each other and evolve a new MOU for MOHFW and IGNOU for future relations between them ;

(10). AMENDMENT OF THE MOU :

- (i). The obligations of IGNOU and MOHFW have been outlined in this MOU. However during the operation of the MOU, circumstances may arise which may call for alterations or modifications of this MOU. These modifications / alterations will be mutually discussed and endorsed in the form of an "Appendix or Addendum to the MOU". These modifications / alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective duly authorized representatives of each of the Parties

hereto ;

- (ii). 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 ;

(11). INDEMNITY CLAUSE :

- (i). IGNOU & MOHFW both have agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against each other, arising out of and as a result of any callous, negligent, deficient action or omission by any employee of IGNOU or MOHFW, and has undertaken to keep each other (i. e., IGNOU or MOHFW) indemnified against all losses and damages suffered including expenses incurred by them while defending the claim (Inclusive of Legal Expenses) in City, or any other Court as a result of any such claim, demands, proceedings, prosecutions or actions. The Parties have agreed that this provision shall survive termination of the MOU ;
- (ii). IGNOU & MOHFW shall indemnify, protect and save each other against all claims, losses, costs, damages, expenses, legal suits and other proceedings, resulting from failure or mal-functioning of the delivery of academic programmes resulting from infringement of any patent, trademarks, copyrights, etc. or other statutory infringement ;

(12). NO PARTNERSHIP :

- (i). Nothing in this MOU shall be deemed to neither constitute or create an Association, Trust, Partnership or a Joint Venture between the parties nor constitute any Party the agent of any other Party for any purpose. Neither this MOU, nor any activities described herein, shall be construed as creating a Partnership, Joint Venture, Franchise, Agency or other such relationship. Neither Party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party ;
- (ii). The Parties shall ensure compliance with all statutory provisions

applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of either party, represent as or be construed as employees / agents of the other party to this MOU. Neither party shall enter into any independent arrangements with the other party's employees ;

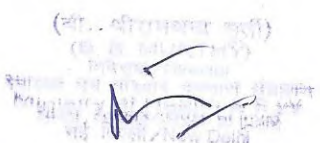
(13). DISPUTE RESOLUTION :

- (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 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 One month in a meeting of the Heads of the two organizations i.e., the Vice Chancellor, IGNOU, New Delhi (Or His Duly appointed Representative) & the Secretary, MOHFW, GOI, New Delhi (Or His Duly appointed Representative), 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)/2014-Judl. 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 ;
- (iii). It has further been agreed between the Parties that only the Court (s) at Delhi / New Delhi will have jurisdiction to adjudicate upon the matter / dispute. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Delhi / New Delhi, for any action or proceeding regarding this MOU ;

(14). PUBLICITY :

Any publicity by either Party, in which the name of other Party is to be used


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Indira Gandhi National Open University
भैरव नगरी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68


(सचिव, अधिकांशकतः कार्य)
(वि. वि. विभाग)
इंदिरा गाँधी राष्ट्रीय मुक्त विश्वविद्यालय
भैरव नगरी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

shall be done only with the explicit written permission of the other Party and after the contents of the same are vetted / approved by the other Party. If either Party, to do so, it shall be considered a breach of the MOU.

(15). PROFESSIONAL PRACTICE :

MOHFW & IGNOU shall always act in respect of any matter relating to this MOU, as faithful advisors to each other and shall, at all times, support and safeguard the legitimate interests of each other in any dealings with the third Party.

(16). RESIDUAL CLAUSE :

If any doubt arises as to the interpretation of the provisions of this MOU or as to the matters not provided therein, the Parties to this MOU shall consult with each other for each instance and resolve such doubt in good faith failing which it shall be submitted to arbitration. This MOU is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument ;

(17). GOVERNING LAW (S) AND JURISDICTION :

The MOU shall be governed and interpreted by, and construed in accordance with the substantive laws of India. All disputes, differences, claims and demands arising under or pursuant to or touching upon this MOU shall be subject to the jurisdiction of Courts of Delhi / New Delhi.

(18). INTERPRETATION :

This MOU has been executed in English and the English Language, that be the controlling language for interpretation thereof. No other translation, if any, of this MOU into other languages shall be of any force or effect in the interpretation of this MOU or in determination of the intent of either of the Parties hereto.

(19). REPRESENTATION AND WARRENTIES :

IGNOU and MOHFW hereby represent and warrant to each other :



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Prof. Jitendra Kumar Srivastava
कुलसचिव (प्रशासन) व.प्र. / Registrar (Admn.) /c
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गढ़ा, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

(नि. श्रीवास्तव द्वारा)
(नि. श्रीवास्तव द्वारा)
सचिव, मंत्रालय, स्वास्थ्य, नई दिल्ली
Minister of Health, New Delhi
नई दिल्ली / New Delhi

- (i). It has the power and authority to sign this MOU, perform and comply with its duties and obligations under this MOU;
- (ii). This MOU constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (iii). The execution, delivery and performance of this MOU have been duly authorized by all requisite actions and will not constitute a violation of ;
- (a). Any statute, judgment, order decree or regulation of any court, governmental instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions ; or
- (b). Any other documents or to the best of its knowledge any indenture, contract or MOU to which it is a Party or by which it may be bound;
- (iv). There are no suits or proceedings pending to the best of knowledge threatened against it before any court, government instrumentality or arbitration tribunal that restrain it from performing its duties and obligations under this MOU ; and
- (v). That no representation or warranty made herein contains any untrue statement ;

(20). SEVERABILITY :

Any law restraining the validity and enforceability of any provision of this MOU shall not affect the validity or enforceability of the remaining provisions hereof and this MOU shall be deemed as not containing the invalid provisions. The remaining provisions of this MOU shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining MOU. In such a case, the Parties to this MOU shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.



प्रो. जितेन्द्र कुमार श्रीवास्तव
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(वि. श्रीवास्तव पदवी)
(वि. श्रीवास्तव पदवी)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Ministry of Education, Government of India
New Delhi

(21). FURTHER ACTS AND ASSURANCES :

Each of the Parties agrees to execute and deliver all such further instruments to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this MOU and to consummate the transactions contemplated hereby.

(22). NOTICES :

(i). 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 full paid, or transmitted by facsimile (With postage prepaid) to the address specified below or to such 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:

(a). Registrar (Administration) (In-charge),
Indira Gandhi National Open University (IGNOU),
Block – 4, Old Administrative Block,
Main Campus, MaidanGarhi,
(New Delhi – 110068).

(b). Director(H & FW),
Ministry of Health & Family Welfare (MOHFW),
Government of India,
Head Office :“A” Wing, Nirman Bhwan,
Maulana Azad Road,
(New Delhi – 110011).

Or to such other address, fax number or e-mail address as either Party may from time to time notify the other in relation to this section. Any notice or communication made by personal delivery or by courier will be conclusively deemed to have been given on the day of actual delivery or, if made or given by fax or e-mail on the first business day following the transmittal of ;

(ii). 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.

(23). RESIDUAL CLAUSE :

If any doubt arises as to the interpretation of the provisions of this MOU or as to the matters not provided therein, the Parties to this MOU shall consult with each other for each instance and resolve such doubt in good faith failing which it shall be submitted to arbitration. This MOU is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument.

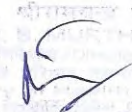
(24). CONFIDENTIALITY :

- (i). Each party shall undertake to the other that it will treat as confidential this collaboration and its terms together with all information whether of a technical nature or otherwise relating to any manner to the business or affairs of the other parties, as may be communicated to it hereunder or otherwise in connection with this collaboration, save as required to be disclosed by any law.
- (ii). Each party shall not disclose to any Third Party any information related to strategies, methodologies, operational information and other confidential information related to each other's plans, Programmes, etc. to any Third Party under any circumstances whatsoever, except with prior written approval of the other Party. Should such information be required to be disclosed by the disclosing party under any laws, rules or regulations or pursuant to the order or direction, of any Court, authority, tribunal or forum, government or regulatory body to whose supervisory authority the receiving Party is subject ; provided that, in any such event, the disclosing Party shall give to the other Party notice in writing as soon as practicable of any disclosure, and the receiving Party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment ;



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(सी. सी. श्रीवास्तव द्वारा)
(Dr. S. S. Srivastava by)



मिनिस्टर ऑफ़ हायर एजुकेशन
GOVERNMENT OF DELHI

- (ii). The Parties shall keep confidential and shall not use for any other purpose, each other's information save and except such as is required by the law to be disclosed / divulged. The Parties shall take all reasonable steps to minimize the risk of disclosure of confidential information, by ensuring that only their employees and agents and those whose duties will require them to possess any off such information shall have access thereto, and that Parties shall ensure that such employees and agents and other personnel shall treat the same as confidential.

(25). LIMITATION OF LIABILITY:

Neither Party shall be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party or any third party in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory, even if the Party has been advised of the possibility of such damages.

(26). ASSIGNMENT:


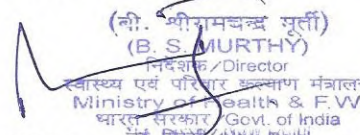
It is understood by the Parties herein this MOU is based on the professional competence and expertise of each Party and hence neither Party shall transfer or assign this MOU, or rights or obligations arising hereunder, either wholly or in part, to any third party without the prior written consent of the other.


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(जी. श्रीवास्तव का.)
(स. श्रीवास्तव का.)
कुलसचिव (प्रशासन) का.पा. / Registrar (Admn.) /c
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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be made in English and executed by their respective duly authorized signatories on this the day and year first above written.

SIGNED, SEALED AND DELIVERED BY :

<p>For and on behalf of IGNOU :</p> <p style="text-align: center;"></p> <p>PROF. (DR.) JITENDRA KUMAR SRIVASTAVA, Registrar (Administration) (I/C), IGNOU, New Delhi.</p> <p><small>प्रो. जितेन्द्र कुमार श्रीवास्तव Prof. Jitendra Kumar Srivastava कुलपति (प्रशासन) / Registrar (Admin.) इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय Indira Gandhi National Open University आर.पी. 2, 201-002 / Maidan Garhi, New Delhi-68</small></p> <p>Dated : 25.6.2018</p> <p>Place : New Delhi</p> <p>In the presence of : (Representatives from IGNOU, New Delhi).</p> <p>(1). Name <u>Prof. T. K. Jena</u> Address : <u>SONS, 19 NOV</u> <u>Maidan Garhi</u> <u>New Delhi</u></p> <p>(2). Name <u>Dr. P. Toipathi</u> Address : <u>DD, VCO, IGNOU</u> <u>maidan Garhi</u> <u>New Delhi</u></p>	<p>For and on behalf of MOHFW :</p> <p style="text-align: center;"></p> <p>Dr. B S MURTHY, Director (H & FW), MOHFW., GOI, New Delhi.</p> <p><small>(डॉ. श्रीरामचन्द्र मूर्ती) (B. S. MURTHY) निदेशक / Director स्वास्थ्य एवं परिवार कल्याण मंत्रालय Ministry of Health & F.W. भारत सरकार / Govt. of India नई दिल्ली / New Delhi</small></p> <p>Dated : 25.6.2018</p> <p>Place : New Delhi</p> <p>In the presence of : (Representatives from MOHFW., GOI, New Delhi)</p> <p>(1). Name <u>Sunil Kumar Gupta</u> Address : <u>R-5, 5th A, US (MOHFW)</u> <u>Nirman Bhawan, New Delhi</u></p> <p>(2). Name <u>Dr. Kamlesh Kr.</u> Address : <u>60, Mohan</u> <u>Nirman Bhawan, New</u> <u>Delhi</u></p>
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{Annexure –I}

Skill Training Cell

Skill Training Cell (STC) will be developing a series of programmes to create skill based health personnel in collaboration with the Ministry of Health and Family Welfare, Govt. of India by executing an MOU between IGNOU and MOHFW. The programmes developed through the MoU be housed in the School of Health Sciences.(SOHS) for the academic purposes.


The Skill-training Cell will be the liaison platform between IGNOU and MOHFW to ensure development and nation-wide implementation of skill based health programmes. It will function as per MOU guidelines. The 'Skill-training Cell' shall perform the following roles:


Responsibilities of the STC :

- (i). To develop and launch Skill based health programmes in collaboration with MOHFW ;
- (ii). To create supervision and monitoring network at State and District level in collaboration with MOHFW ;
- (iii). To act as a one-window facilitator for admission, student support, evaluation and certification related issues for the programmes under the MOU ;
- (iv). To ensure timely execution of decisions of the Joint Monitoring and Coordination Committee (JCMC) formed under this MOU.

Infrastructure :

Skill Training Cell will have its independent infrastructure and staff. It will be operated by the Project director who will also be the nodal person for liaison with MOHFW.


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(डॉ. श्रीरामचंद्र शर्मा)
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IGNOU will provide space and basic facilities for functioning of the Cell. MoHFW will provide funds towards furniture and equipment for its functioning.

Staff :

The STC will be operational by the JMCC having Vice Chancellor as the Chair person. The Project Director will be responsible for day-to-day functioning having full financial power and will be reporting to Vice Chancellor.

An officer at the level of AR / SO may be appointed to look after the financial and administrative function of the STC with the required supporting staff. Necessary financial delegation may be made by the Project director to the A & F officer.

Programme Officers / Academic Consultants preferably with a medical background will be appointed for development and implementation of the programmes mentioned under the MOU.

Finance :

The financial requirement for the Skill Training Cell will be met from the grants mentioned in the MOU which will be released after the signing of MOU.


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(डि. ऑ. प्रशासनिक कार्य)
सहायक कुलसचिव (प्रशासन) / Deputy Registrar (Admn.)
इंदिरा गाँधी राष्ट्रीय मुक्त विश्वविद्यालय
Maidan Garhi, New Delhi-68

{Annexure – II}

Budgetary Requirement Under the MOU

(I). Grant For each Certificate Programme of 6 months Duration * :

(1). Planning and Development of a Six Month Certificate Programme:

Sl. No.	Item Head	Amount Proposed
A)	Meetings	6,70,000/-
B)	Material Development	12,50,000/-
C)	Audio-Video	9,00,000/-
D)	Miscellaneous Expenses	1,00,000/-
TOTAL		29,20,000/-

(2). Skill-Training Cell (One year for one Programme) :

Sl. No.	Item Head	Amount Proposed
A)	Manpower Cost	20,00,000/-
B)	Infrastructure	3,50,000/-
C)	Miscellaneous	2,00,000/-
TOTAL		25,50,000/-

(3) Implementation Related Cost (1st year) :

Sl. No.	Item Head	Amount Proposed
A)	Orientation of Counsellors	20,00,000/-
B)	Monitoring by Expert panel	10,00,000/-
C)	Honorarium to regional consultant	60,00,000/-
D)	Advocacy	4,00,000/-
TOTAL		94,00,000/-

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(4). Institutional Fee @ 5% of total.

(5). Total Grant of each Certificate Programme:

Sl. No.	Item Head	Cost	TOTAL
1	Planning and development	Rs.29,20,000/-	Rs.1,56,13,500/-
2	Skill-training Cell	Rs.25,50,000/-	
3	Implementation Related cost	Rs.94,00,000/-	
TOTAL		Rs. 1,48,70,000/-	
4	Institutional Fee @5% of total cost	Rs.7,43,500/-	

* Skill Training Cell (STC) shall have flexibility to re-appropriate the utilization of grants within the sub-heads of the Main Heads 1, 2, 3.

(II). Cost For Four Certificate Programmes Planned in Phase-I:

Rs.1,56, 13,500/- x 4 = Rs. 6,24,54,000/-


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SKILLING TARGET

Establishment of a Study centre for Skill training will necessitate some fixed cost which includes honorarium to a study centre coordinator and supporting staff. The cost is about a lakh per annum. So, 500 study centre will need an annual expense of about 5 crore. It will not be prudent to establish 500 study centre if demand for admission is not ensured. So, the number of study centres to be established will be demand driven. Initially 200 study centres will be opened across the country. It will be scaled up gradually. So, 14 lakh target could be easily achieved as follows:

Session	Study Centre (No.)	Intake in each Course/ Centre	Programmes Offered (New+Old)	Intake in a Session	Session Intake*	Annual intake	Cumulative provision for training
Jan 2019	200	25(20-30)	4	4 x 25 x 200	20,000	80,000	20,000
Jul 2019	400	25(20-30)	2+4 (6)	6 x 25 x 400	60,000		80,000
Jan 2020	600	25(20-30)	2+6 (8)	8 x 25 x 600	1,20,000	3,20,000	2,00,000
Jul 2020	800	25(20-30)	2+8 (10)	10 x 25 x 800	2,00,000		4,00,000
Jan 2021	1000	25(20-30)	10	10x 25 x 1000	2,50,000	5,50,000	6,50,000
Jul 2021	1200	25(20-30)	10	10 x 25 x 1200	3,00,000		9,50,000
Jan 2022	1500	25(20-30)	10	10x 25 x 1500	3,75,000	7,50,000	13,25,000
Jul 2022	1500	25(20-30)	10	10x 25 x 1500	3,75,000		17,00,000

* Programmes of one year duration can have admission in 2 sessions also depending upon availability of infrastructure.

The above approach will ensure stability in the system and quality assurance as the weak areas could be identified early and remedial measures can be taken in time. The Joint Monitoring and coordination Committee(JMC) could identify the programme that needs to be developed on priority basis. New programmes in addition to the ten identified, can be easily added at any session without affecting the target of the programmes mentioned in the MOU.

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(बी. श्रीरामचन्द्र मूर्ती)
(B. S. MURTHY)
निदेशक / Director
स्वास्थ्य एवं परिवार कल्याण विभाग
Ministry of Health & F.W.
नई दिल्ली / New Delhi

List of the Programmes and Target to be Achieved:

Sl. No.	Programme Name	Duration	Launch Target	Target	Cumulative target
1.	General Duty Assistant	One semester (6 months)	Jan 1 2019	180000	
2.	Geriatric Care Assistant	One semester (6 months)	Jan 1 2019	180000	360000
3.	Phlebotomist	One semester (6 months)	Jan 1 2019	180000	540000
4.	Home Health Aide	One semester (6 months)	Jan 1 2019	180000	720000
5.	Diabetes Educator	One semester (6 months)	July 1 2019	160000	880000
6.	Dietetic Aide	One semester (6 months)	July 1 2019	160000	1040000
7.	EMT-Basic	One semester (6 months)	Jan 1 2020	140000	1180000
8.	Dispensing Optician/VT	One semester (6 months)	Jan 1 2020	140000	1320000
9.	Medical Equipment Tech.	Two semester (12 months)	July 1 2020	60000	1380000
10.	Sanitary Health Inspector	Two semester (12 months)	July 1 2020	60000	1440000


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