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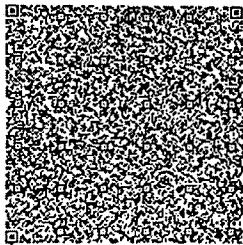
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 Purchased by : PROF JITENDRA KUMAR SRIVASTAVA REG ADMN IGNOU
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : PROF JITENDRA KUMAR SRIVASTAVA REG ADMN IGNOU
 Second Party : DR CHHAVI PANT JOSHI DADG EH DGHS MOHFW GOI
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MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MoU) is made at New Delhi on this 10th April, 2018.

By & Between

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.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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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

Directorate General of Health Services (hereafter referred to as "DGHS"), Ministry of Health and Family Welfare having its office at Nirman Bhawan, New Delhi through its authorized signatory Dr. Chhavi Pant Joshi, Deputy Assistant Director General (EH) DGHS, MOHFW, GOI, which expression unless repugnant to the context or the meaning there of shall include its permitted successors, assigns and administrators.

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 Directorate General of Health Services (DGHS), Ministry of Health and Family Welfare implements the health policy of Government of India in providing health care to the people.

Recognizing the capacity, capability and expertise of IGNOU in designing and developing the programme for capacity building by novel techniques using modern technology through distance mode of education and in light of it's programme of Certificate in Health Care Waste Management, DGHS desires IGNOU to collaborate for training of health functionaries on bio-medical waste management health facilities of all states and union territories of India .

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:

The Project/ Programme Objective

Training of health functionaries in Bio-Medical Waste Management

Obligation of parties

a. IGNOU

With a view to achieving the objective set forth, IGNOU shall carry out the following activities:

- i) Nominate a coordinator/s for the Programme (Hereinafter referred to as the Programme Coordinator/s)
- i) Review of training material of revised CHCWM programme, duly vetted by core group including experts from CPCB and DGHS/MoHFW.
- ii) Identify facilitators (academic counsellors), master trainers and trainers (Students of CHCWM programme) in consultation with DGHS, MoHFW.
- iii) Identify and approve Programme Study Centre(s) (Hereinafter referred to as PSCs) Programme In-charges and Academic Counselors, for the training of master trainers (Students of CHCWM programme)
- iv) Utilize its Regional Centres for facilitating the implementation of the Project, in association with DGHS, MoHFW as per IGNOU guidelines.
- v) Organise a 3 days workshop for the sponsored candidates.
- vi) Enroll Government sponsored in-service candidates for the Programme.
- vii) Provide costing for implementation and training, UC & Audited Statement of Expenditure.

b. Obligations of DGHS, MOHFW

- i) Nominate a nodal person for the project.
- ii) Assist in identification of facilitators(academic counsellors), master trainers and trainers (Students of CHCWM programme) for the programme
- iii) Nominate and sponsor the eligible candidates as master trainers (Students of CHCWM programme) for the training.
- iv) Pursue the states to nominate relevant health functionaries for training in BMWM.
- v) Monitor and supervise the implementation and evaluation of the programme

1. JOINT MONITORING & COORDINATION COMMITTEE (JMCC) :

The parties shall jointly set up a "Joint Monitoring & Co-ordination Committee", which would be responsible for the overall administration and implementation of the Project under this MoU. For effective implementation and monitoring of the activity and for the purpose of

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removing the difficulties which arrive in the implementation of the scheme, the JMC will meet once a year and as and when required for reviewing the implementation and monitoring of the activity. The Committee shall function in consonance with the laid down provisions of the IGNOU Act, 1985, its Statutes and Ordinances. Project Guidelines of IGNOU the constitution of the Committee has also been outlined in this clause as under:

- a. Will have the Vice Chancellor of IGNOU or his/her nominee as Chairman/Chairperson.
- b. Will include two members each from IGNOU and MOHFW.
- c. Will setup a core group which may meet from time to time for smooth functioning of various activities of this MOU.
- d. Will review periodically the activities undertaken under this MOU.
- e. Will have the Programme Coordinator as the Convener of the Meeting.

2. COPYRIGHT AND INTELLECTUAL PROPERTY

Copyright of the course material (Print, Audio/Video) used under this MOU shall remain exclusively with IGNOU. However, on the recommendation of the MoHFW, the IGNOU shall grant license to any State Governments and central government hospitals for adoption/adaptation/translation, etc, of study material (Print/Audio/Video) developed under this MoU for use of their health functionaries on mutually agreeable terms and conditions. This adapted/translated material can also be utilized by IGNOU for its students.

3. FINANCE

DGHS/MoHFW will provide funds for

- a) Admission fee of the master trainers (Students of CHCWM programme) identified by DGHS,(to be admitted as students of CHCWM programme) for deposition into the receipt account of finance division IGNOU.
- b) Funds for the refreshments of these master trainers (enrolled students) during the three days workshop to be submitted to concerned regional centre(s) in Delhi. Regional Centre(s) IGNOU will provide Utilisation Certificate and Statement of Expenditure after the trainings. (Costing enclosed at Appendix 1)

4. FEE STRUCTURE

IGNOU shall design and decide the fee structure, including admission fee, examination fee, etc, as per IGNOU norms to be paid by the DGHS/MoHFW s to enable the students to enroll for the programme.

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There will be no fee share of any kind.

5. ELIGIBILITY

All the master trainers and trainers (Students of CHCWM programme) joining the IGNOU programme for training will have to abide by the eligibility criteria, admission modalities like entrance exam and/or interview, etc for programme.

6. VALIDITY

The MOU shall come into force with effect from 10th April, 2018 and will be for a period of 5 years. The term of this MoU may be renewed on terms and conditions to be mutually agreed and recorded in writing between the Parties.

7. TERMINATION

Either party may terminate this MoU at any time by serving a notice in writing on the other party of not less than three months. IGNOU will not enroll any new students subsequent to the date of termination. However, both the parties shall continue to stand committed, with regard to students who are already, enrolled under the programmes, till the date of notice served, in order to complete the programmes for such students till the completion of their entire program till their certification..

8. CONFIDENTIALITY

Each party undertake to the others 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.

9. FORCE MAJEURE

(i). Neither of the parties shall be liable to each other or to their students for failing or delay in the performance of any of its obligations under this MOU or the time over to the extent such failure or delay is caused by riots, civil commotion, war, hostilities between nations, government laws, orders or regulations, embargoes, actions by the government or any agency thereof, acts of God, storms, fires accidents, strikes, sabotages, explosions, or other similar or different contingencies beyond the reasonable control of the respective Parties.

(ii). 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

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of this MOU for any cause set forth, such party shall give written notice to the other party by the most expeditious means as soon as possible after and 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.

(iii). On resumption of good relations/normal conditions (If any), the Parties to this MOU shall consult each other and evolve a new MOU for future relations between them if further mutually agreed upon.

10. INDEMNITY CLAUSE

The parties to this Collaboration shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (Including all Costs, Expenses, Damages/ Losses) arising out of or in connection with this Collaboration due to breach of any provision of this Collaboration by such party or as a result of any act of negligence/ omission or commission on part of such party and/or its employees, agents etc.

vi) DGHS/MoHFW will facilitate and ensure legal and regulatory requirements for the Programme.

11. DISPUTE RESOLUTION

In case of any dispute between the parties, the dispute shall be amicably resolved in a meeting of the two organizations. 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.

12. AMENDMENT

The obligations of the parties have been outlined in this MOU. However, during the operation of this MOU, circumstances may arise which may call for alterations or modifications of this MOU. These modifications / alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective authorized representatives of each of the parties hereto.

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13. WAIVER

Any law restraining the validity and enforceability of any provision of this Collaboration shall not affect the validity or enforceability of the remaining provisions hereof and this Collaboration shall be deemed as not containing the invalid provisions. The remaining provisions of this Collaboration 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 Collaboration. In such a case, the parties to this Collaboration shall attempt to agree on a provision, which is valid and enforceable and similar to the original provision.

14. MATTERS NOT PROVIDED IN :

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

15. REPRESENTATION & WARRANTIES

Both the parties hereby represent and warrant to each other:

- 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 obligations 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, judgement, 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.

16. GOVERNING LAW (S) & JURISDICTION:

This 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

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MOU shall be subject to the jurisdiction of Courts of Delhi / New Delhi.

17. INTERPRETATION :

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

18. NO PARTNERSHIP

Nothing in this MOU shall be deemed to 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.

19. NOTICES :

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:

i) **For IGNOU:**

Registrar (Admn.)
Indira Gandhi National Open University
Main Campus, Maidan Garhi,
(New Delhi – 110 068).

ii) **For DGHS (MoHFW):**

Dr. Chhavi Pant Joshi,
Deputy Assistant
Director General (EH)
DGHS, MOHFW, GOI

19. MISCELLANEOUS

Notwithstanding anything contained herein above, the Parties agree that the decisions of the Board of Management or Academic Council or any other statutory body of IGNOU and Ministry of Health and Family Welfare, Government of India, New Delhi, shall prevail over and above the clauses mentioned in this MOU.

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

For and on behalf
of DGHS, MOHFW

<p>Date : 10th April, 2018 Place : New Delhi</p> <p>(Representatives from IGNOU, New Delhi) Prof. Jitendra Kumar Srivastava कुलसचिव (प्रशासन) का.स. / Registrar (Admin.) IC इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय Indira Gandhi National Open University नई दिल्ली - 110068 / Maidan Garhi, New Delhi-68</p> <p>In the presence of: Ruchita Kataria</p> <p>(1). Name <u>DR. Ruchita Kataria</u> 10/4/18</p>	<p>Date : 10th April, 2018 Place : New Delhi</p> <p>(Representatives from MOHFW, New Delhi) डॉ. चिखान्त जोशी / Dr. Chhavi Pant Joshi उप निदेशक (सी.एच.) / Deputy Director (PH) स्वास्थ्य एवं परिवार कल्याण मंत्रालय / M/o Health & Family Welfare संघीय स्वास्थ्य विभाग / Dte. General of Health Services नई दिल्ली - 110108 / Nirman Bhawan, New Delhi-110108</p> <p>In the presence of:</p> <p>(1). Name <u>[Signature]</u></p>
<p>Address <u>Professor SOHA, IGNOU,</u></p> <p>(2).Name <u>DR. BIPLAB JAMATHIA</u> 10/04/2018</p>	<p>Address <u>(आर. एस. नौटिकल) (R. S. NAUTICAL) अनुभाग अधिकारी / Section Officer स्वास्थ्य एवं परिवार कल्याण मंत्रालय Ministry of Health & Family Welfare भारत सरकार / Govt. of India नई दिल्ली / New Delhi</u></p> <p>(2).Name <u>[Signature] H. B. Singh</u></p>
<p>Address <u>Assistant Professor School of Health Sciences.</u></p>	<p>Address <u>Consultant, Environmental Cell Dte GHS, MOHFW Nirman Bhawan New Delhi</u></p>

Appendix 1

Costing for implementation and training

S.No	Activity	Rate	calculation	Amount
1.	Master trainers (sponsored IGNOU students)	@ Rs.3,000/- per Student for 150 Students	3000x150	Rs.4,50,000/-
2.	Refreshments (tea and lunch)	@Rs.120 per Student for 3 days for 150 Students and @Rs 120 per facilitator for 3 days. There will be 5 facilitators for one batch of 30 Students (there will be 5 batches in which the 150 Students will be trained. Hence total number of facilitators will be 25)	120x3x150 + 120x3x25	Rs. 63,000
Total				Rs.5,13,000/-

- Students are the master trainers identified by DGHS for enrolling in the CHCWM programme

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