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 Second Party : IIHMR UNIVERSITY JAIPUR
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National Institute of Health & Family Welfare Campus, Baba Gang Nath Marg, Block F,
 Munirka, New Delhi, Delhi 110067.

Brig Sanjay Bhatnagar (Retd.)

Principal Administrative Officer

National Health Systems Resource Centre

NE-1, Munirka, New Delhi-110067

IIHMR UNIVERSITY, JAIPUR

1 Prabhu Dayal Marg, Near Sanganer Airport, Jaipur - 302029, Rajasthan

PRESIDENT

THE IIHMR UNIVERSITY
 1, PRABHU DAYAL MARG

NEAR SANGANER AIRPORT, JAIPUR 302029

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NATIONAL HEALTH SYSTEMS RESOURCE CENTRE DELHI NATIONAL HEALTH SYSTEMS RESOURCE CENTRE DELHI NATIONAL HEALTH SYSTEMS RESOURCE CENTRE DELHI

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL HEALTH SYSTEMS RESOURCE CENTRE
AND
IIHMR UNIVERSITY, JAIPUR**

This Memorandum of Understanding (MoU) is made and entered into on 1st December, 2021 by and between the following parties having their locations and address as mentioned against each as follows:

The National Health Systems Resource Centre (hereinafter referred to as '**NHSRC**'), an autonomous body registered under Societies Act 1860 having its registered office at National Institute of Health & Family Welfare Campus, Baba Gang Nath Marg, Block F, Munirka, New Delhi, Delhi 110067.

AND

IIHMR University, Jaipur, 1 Prabhu Dayal Marg, Near Sanganer Airport, Jaipur - 302029 (hereinafter referred to as '**IIHMR University, Jaipur**')

1. PARTNER BACKGROUND

NHSRC, established in 2006 is an apex body for technical support under the National Health Mission (NHM), Government of India registered under societies act 1860 as an autonomous body. The Centre provides policy, implementation support as well as monitoring and evaluation to the Ministry of Health and Family Welfare.

IIHMR University, Jaipur has been established and incorporated as a postgraduate research University by Government of Rajasthan vide the IIHMR University Act, 2014. The University offers MBA, MPH (in collaboration with John Hopkins University), doctoral programs, executive education, research, and consultancy in the field of hospital and health management, pharmaceutical management, and development sector.

2. SCOPE OF MOU

The MoU outlines the broad framework of understanding between IIHMR University, Jaipur and NHSRC to formally establish continuing collaboration by identifying and developing areas of cooperation.

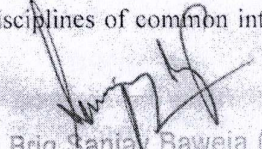
3. COMMON OBJECTIVES

The areas of initial collaboration identified under this MoU are:

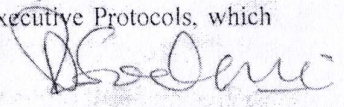
1. General purpose

The present MoU defines the beginning of cooperation between the two parties in all fields and disciplines of common interests. It will be articulated in written Executive Protocols, which

Page 1 of 4


Brig Sanjay Baweja (Retd.)
Principal Administrative Officer

NATIONAL HEALTH SYSTEMS RESOURCE CENTRE
BABA GANG NATH MARG, MUNIRKA, NEW DELHI-110067


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will establish educational and/or scientific cooperation programs and define the expected results.

2. Types of cooperation

The parties indicate their willingness to cooperate in the promotion of both educational and research activities. Under this MoU, the types of cooperation may include:

- a) Collaborative academic activities and other programs.
- b) Collaborative research projects and common scientific initiatives, such as seminars, lectures, knowledge partners etc.;
- c) Exchange of publications, reports and other academic information.
- d) Exchange of faculty & students for joint collaborative research work and academic activities;
- e) Collaboration may also occur in any other areas of mutual interest by and between the two parties.

4. BUDGET

Both parties agree that this MoU does not commit them to provide any financial or personnel support to each other or to provide specific laboratory or office space for programs pursuant to signing of this MoU. Both parties will provide support based on the availability of resources and in accordance with its applicable rules and policies. The parties agree to use reasonable efforts to obtain funds and other resources to support the objectives.

5. INTELLECTUAL PROPERTY RIGHTS

All the information generated will be available in public domain on approval of first and second party, after completion of the research study. Till such time each party will not disclose the information to any other than both parties

6. CONFIDENTIALITY

6.1 Each Party shall undertake to observe confidentiality and secrecy of documents and information received from the other Party during the term of the MoU or any other agreements executed pursuant to this MoU. This obligation shall survive even after the termination of the agreement.

6.2 This is exclusive of those cases in which disclosure of such confidential documents or information is mandatory under prevailing laws. NHSRC may also inform Ministry of Health and Family welfare on explicit instruction.

7. FORCE MAJEURE

Both parties shall not be responsible for any failure to perform to unforeseen circumstances or to causes beyond their reasonable control, including but not limited to act of nature, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, terrorist activities, strikes

or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such aspect being beyond the control of participating agencies, appropriate strategies would be worked out to compensate the project activities/ schedules accordingly.

8. LIABILITY

Both IIHMR University, Jaipur and NHSRC shall be solely liable for any damages/claims against it in connection with the exercise of the objectives of this MoU hereunder, unless agreed upon otherwise by both the parties. Liability for specific activities jointly undertaken by parties shall be referred to in the specific agreements executed.

9. DURATION

The MoU would be effective for a period of two years, from the date of its execution (i.e., signing by both parties), subject to extension of NHM/ NHSRC after 31st March, 2022. It may be further extended after expiry of two years and on such terms and conditions as may be mutually agreed upon. This Agreement will remain valid and in force until the date that is two years after the date of execution, unless either parties provide the other with written notice of non-renewal at least thirty (30) days prior to the completion of validity of MoU.

10. TERMINATION:

Either party may terminate this MoU, without prejudice to any other remedy for any breach of MoU, by written notice for a period of 30 days.

11. AMENDMENTS

11.1. Either Party may request in writing for a revision, amendment or modification of all or any part of this MoU.

11.2. Any revision, amendment or modification agreed to between the Parties shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this MoU.

12. CONFLICT OF INTEREST

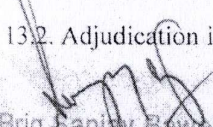
Both Parties warrant that this MoU is not likely to have any conflict of interest with any of their organizational, financial, contractual, or other interests relating to the activities under this MoU. Both parties also agree that this MoU will not be treated as a deterrent to allow similar activities or collaboration with other organizations.

13. RESOLUTION OF DISPUTES

13.1. In case of any dispute same will be attempted to be first resolved by a mutual dialogue between representation nominated by both parties. If these negotiations fail same will be put forward before an Arbitrator who will be appointed post approval of both parties. The Arbitrator is to be located in NCT Delhi.

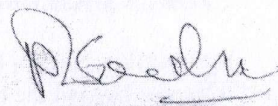
13.2. Adjudication if any, and unavoidable will be of courts in NCT Delhi.

Page 3 of 4


Brig Sanjay Baweja (Retd.)

Principal Administrative Officer

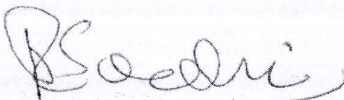
National Health Systems Resource Centre
NIHPW Campus, Munirka, New Delhi-110067


PRESIDENT
THE IIHMR UNIVERSITY
1, PRABHU DAYAL MARG
NEAR SANGANER AIRPORT, JAIPUR 302029

In witness thereof, the duly authorized representatives of the collaborating parties sign this Memorandum of Understanding.

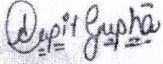
Agreed and accepted:

For IIHMR University, Jaipur


Dr. P. R. Sodani
President, IIHMR University, Jaipur

PRESIDENT
THE IIHMR UNIVERSITY
Date: PRABHU DAYAL MARG
NEAR SANGANER AIRPORT, JAIPUR 302029

Witness 1: 
Dr. (Col) Mahender Kumar
Dean, IIHMR 30/11/2021

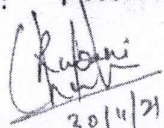
Witness 2: 
M. S. Gupta
Officer - Registrar Office.
30/11/2021

Agreed and accepted:

For National Health Systems Resource
Centre (NHSRC)


Brig. Sanjay Baweja (Retd.)
Principal Administrative Officer
National Health Systems Resource Centre
NIHFW Campus, Munirka, New Delhi-110067

30/11/21
Date:

Witness 1: 
Roopani
30/11/21

Witness 2: 
Thakur Sen Negi
Admin Consultant (B)