



**Mission Directorate
National Health Mission, Odisha
Department of Health & Family Welfare,
Government of Odisha**

Letter No: OSH & FWS/18486

Date: 28.11.21

From

38/21
Shalini Pandit, IAS
Mission Director
NHM, Odisha

To

Dr. P. R. Sodani, President, IIHMR University,
1, Prabhu Dayal Marg, Sanganer Airport
Jaipur-302029, Rajasthan.

Sub: Signing of MoU between NHM-Odisha & IIHMR University, Jaipur.

Ref: Letter no. OSH&FWS/6519, 31st May'21

Sir,

With reference to the subject cited above, this is to inform that the Department of Health & Family Welfare, Govt. of Odisha has been pleased to approve for organising the following courses by IIHMR University, Jaipur, Rajasthan:

- 2 years Executive Masters in Public Health Management (Exe. MPH) with online and offline classes.
- 1 year Post Graduate Diploma in Public Health Financial Management (PGDPHF) with online and offline classes.

The above executive courses will be organised as per the terms and conditions mentioned in the MoU. Copy of the MoU in non judicial stamp paper is enclosed herewith for necessary action at your end. As discussed & decided, virtual inaugural session may be organized on 1st Dec'21 and virtual orientation for above mentioned executive courses may be organised on 3rd & 4th Dec'21. You are also requested to communicate the schedule for Cohort – I of both the courses as soon as possible. Dr. B. Modak (9439994820), STC, NHM, Odisha (Mobile No- 9439994820) shall be the coordinating official of the above courses on behalf of NHM who may be contacted for further information.

Encl: 2 sets of MoU

Yours faithfully,

26/11
Mission Director
NHM, Odisha.

Memo No 13487

Date 28.11.21

Copy submitted to the P.S. to Additional Chief Secretary, Health & F.W. Department, Govt. of Odisha for favour of kind information of Additional Chief Secretary.

Joint Director (Admn.)
NHM, Odisha

Memo No 13488

Date 28.11.21

Copy forwarded to DHS(O), DFW(O), DPH(O), Director of S.I.H. & F.W., Odisha for information.

Joint Director (Admn.)
NHM, Odisha

Memo No 13489

Date 28.11.21

Copy forwarded to Dr. Sutapa B. Neogi, Director, International Institute of Health Management Research, Plot - 3, Sector - 18A, Dwarka, New Delhi for information and necessary action.

Joint Director (Admn.)
NHM, Odisha



ଓଡ଼ିଶା ओडिशा ODISHA

M 074568

**Memorandum of Understanding (MOU) between
Odisha State Health & Family Welfare Society (OSH&FWS),
Deptt. of H&FW, Govt. of Odisha
And
IIHMR University, Jaipur, Rajasthan**

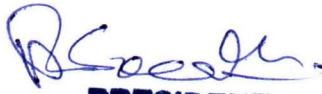
This Memorandum of Understanding ("MoU") is made on 1st December, 2021 between Odisha State Health & Family Welfare Society (OSH&FWS), Deptt. of H&FW, Govt. of Odisha having its registered office at SIH & FW Annex Building Nayapalli, Bhubaneswar - 751 012 Odisha, represented by the Mission Director, National Health Mission, Odisha, hereinafter referred to as the "First Party", which term unless repugnant to the context thereof shall mean and include its legal heirs, successors, nominees and permitted assigns, etc.

AND

IIHMR University, Jaipur, Rajasthan, India, having its registered office at 1, Prabhu Dayal Marg, Sanganer Airport, Jaipur, Rajasthan 302 029, represented by the President, IIHMR University, Jaipur, hereinafter referred to as the "Second Party", which term unless repugnant to the context thereof shall mean and include its successors and permitted assigns.

1. Duration of MoU:

This MoU shall be valid for a period of five years subject to renewal on yearly basis as per the provision in PIP. The MOU duration may be extended as may be mutually agreed between the Parties in writing.


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

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03 OCT 1971
MURDA, BRITISH
09 OCT 1971

B.D. MISHRA
STAMP VENDER
DSR OFFICE
BHUBANESWAR

NEAR SANGHAR AIRPORT JALPAIGURI DISTRICT
1. PRAHARILAL MUKHERJEE
THE HONORARY SECRETARY
PRESIDENT

2. Purpose of MoU:

The MOU is signed between NHM Odisha (First Party) and IIHMR University (Second Party) for the purpose to conduct the following executive courses for NHM Odisha personnel sponsored by NHM-Odisha on yearly basis as per approved PIP.

- **Executive Masters in Public Health Management (EMPHM), two-years programme.**
- **Executive Post-Graduate Diploma in Public Health Financial Management (EPGDPHFM), one-year programme.**

3. Responsibilities:

3. A. Responsibilities of IIHMR University:

- Signing of MoU with OSH&FWS, Deptt. of H&FW, Govt. of Odisha for both the courses**
- Development and conduct of Executive Masters in Public Health Management (EMPHM) course as per the course structure mentioned in approved proposal with support from faculty of IIHMR University, Jaipur & IIHMR Delhi (Approved proposal: page 8-11).**
- Development and conduct of Executive Post Graduate Diploma in Public Health Financial Management (EPGDPHFM) course as per the course structure mentioned in approved proposal with support from the faculty of IIHMR University, Jaipur and IIHMR Delhi (Approved proposal: page 14-15).**
- Assessments and examinations of the enrolled candidates under both the courses (EMPHM and EPGDPHFMM) will be conducted by IIHMR University as per the University guidelines (Approved proposal: page 19-20).**
- The printed study material for both the courses shall be provided to the participants of EMPHM and EPGDPHFMM courses, soft copies of PPTs and reference material shall be provided to the sponsored candidates.**
- The participants of the courses will be awarded with the degree/diploma on completion of all the requirements of the course. On successful completion, the University will award degree/diploma during Annual Convocation.**
- In the event of delay to award or handover the degree to the participants for any reason whatsoever, IIHMR agrees to arrange provisional degree for the participants.**
- If in any event IIHMR fails to carry out its functions under this MOU or provide the executive courses to the participants for any administrative reasons or any other reasons whatsoever, IIHMR agrees to refund the entire amount or amount as determined mutually by both parties to NHM.**
- To deliver a high-quality course, IIHMR University will constitute a Programme Advisory Committee (PAC). The PAC will have representatives of IIHMR University, Jaipur, IIHMR Delhi and NHM Odisha. (Approved proposal: page 20-21)**
- Approved recommendations of the 'HR Capacity Building Committee', NHM-Odisha shall be discussed in PAC for accommodating such recommendations by IIHMR University, Jaipur as and when required.**
- A Programme Management Committee (PMC) will be constituted to manage the course delivery in terms of course module preparedness, examination, assessment, and students' performance. The PMC will be constituted by the representatives from IIHMR University, Jaipur and IIHMR Delhi.**
- Organize class room contact session at IIHMR University, Jaipur & Delhi as per the approved proposal (Page: 11&15)**
- Provide mentor for each sponsored candidate for the both the courses**
- Report the progress of the courses on semester basis to NHM- Odisha**
- Organize Mid-term examination, end-term examination and internal assessment.**

3. B. Responsibilities of NHM,Odisha:

- MoU may be signed with IIHMR University, Jaipur**
- NHM Odisha will sponsor 100 – 120 NHM personnel working at state/district/block level for the 'Executive Masters in Public Health Management (EMPHM)' course, every year, as per the eligibility criteria and cohort mentioned in approved proposal. (Approved proposal: page 12 & 23).**
- NHM Odisha will sponsor 100- 120 NHM personnel working at state/district/block level for Executive Post-Graduate Diploma in Public Health Financial Management course every year, as per the eligibility criteria mentioned in approved proposal (Approved proposal : page 16 & 23).**
- NHM Odisha will depute the enrolled candidates for undergoing the Residencies as per the course structure for both the courses (EMPHM and EPGDPHFMM), as per the approved proposal (Approved proposal: page 11 & 15).**

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

- e. NHM Odisha will make the payment of approved course fee for all the nominated personnel for both the courses (EMPHM and EPGDPHFM) as per the timeline to IIHMR University and as per the approved proposal (Approved proposal: page 24-25). The course fee may be reviewed annually by the 'Programme Advisory Committee (PAC)' for every new cohort of each executive course.
- f. Select potential candidates as per the eligibility criteria following the procedure approved by the Mission Director, NHM, vide letter no. OSH&FWS/10966, dated 20th Sept'21.
- g. Depute the selected candidates as approved by the Mission Director, NHM.
- h. HR Capacity Building Committee, NHM, Odisha may recommend required modifications in eligibility criteria for both the courses from time to time as shall be felt required, which shall have to be approved by the Mission Director, NHM. The approved recommendation of such modifications on eligibility criteria shall be communicated to the Second party i.e IIHMR, University, Jaipur for taking appropriate action to accommodate such modifications.
- i. Ensure deputation of sponsored candidates to attend contact class as per the schedule.
- j. Ensure that all sponsored candidates are obeying rules and regulation of IIHMR University, Jaipur and completing the course as per the schedule.
- k. Attend half yearly programme management committee review meeting organized by IIHMR University, Jaipur and provided required inputs to ensure the quality of course.
- l. Attend the 'Advisory committee' meeting of IIHMRU, Jaipur for necessary modification as per the situational need during the course.
- m. Organize joint meeting to take context specific decision in case of exceptional situation arises as mentioned under point No. 6 of this MoU.

4. Amendment:

This MOU shall not be amended, changed, altered or modified except by a written consent duly executed by each party.

5. Terms of Memorandum:

This Memorandum will take effect from the date of signing of this MOU. This Memorandum is a statement of ongoing commitment by both the parties (First Party and Second Party) and will continue for 5 years from the date of signing of the MoU, with the understanding that it may be amended by negotiation between the two parties on yearly basis as per the approved provision in Programme Implementation Plan (PIP).

6. Exceptional Situation:

- In case of dropout due to health reasons or family urgency, the candidate may be allowed to complete the same during next year of the course without any extra cost.
- In case of discontinuation of the course by a sponsored candidate, due to some unprecedented event, cost implication may be decided jointly by NHM-Odisha and IIHMR-U, Jaipur on case-to-case basis.
- In case of continuation of COVID-19 pandemic, alternative of residency and budget implication may be decided as per the situation, jointly by NHM-Odisha and IIHMR University, Jaipur, Rajasthan.

7. Limitation of Liability:

Both the Parties agree that NHM-Odisha shall not be liable in any manner whatsoever for any loss or damage that may be occasioned to the participants or any other person, arising due to the negligence of IIHMR University.

8. Dispute Resolution:

- Any and all disputes or differences between the Parties arising out of or in connection with this MOU or its performance will, so far as it is possible, be settled amicably through consultation between President, IIHMR University, Jaipur, Rajasthan and Mission Director, NHM, Odisha,
- If after 30 days of consultation, the Parties have failed to reach an amicable settlement, on any or all disputes or differences arising out of or in connection with this MOU or its performance, such disputes or differences will be submitted for arbitration at the request of either of the Parties upon written notice to that effect to the other.



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

- Such arbitration will be under and in terms of the Arbitration & Conciliation Act, 1996 and amendments thereto and will be held in Bhubaneswar, Odisha, India. All proceedings of such arbitration will be in the English language. Arbitration shall be by a Single Arbitrator jointly appointed by the Mission Director, NHM & President, IIHMR University.
- Arbitration awards rendered will be final and binding on the Parties and will not be subject to any form of appeal. Both the parties agree to equally share all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing Party, as determined by the arbitrators, in connection with any dispute unless the arbitrators direct otherwise.
- Nothing will preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from any court under Arbitration and Conciliation Act 1996 having jurisdiction to grant the same. The pursuit of equitable or injunctive relief will not be a waiver of the duty of the Parties to pursue any remedy for monetary damages through the arbitration described in this clause.

9. Supersession:

This MOU sets forth the entire intent and understanding of and between the Parties and merges and replaces all prior discussions, negotiations, understandings, arrangements and MOUs between the Parties relating in any way to the subject matter hereof and therefore, may not be supplemented or interpreted by oral or written statements.

10. Entire MOU:

The terms and conditions contained in this MOU constitute the entire MOU among the Parties in connection with the subject matter hereof and shall supersede all previous negotiations, communications, Agreements or arrangements, either oral or written, among the Parties pertaining to such subject matter(s).

11. Invalidity:

If any of the provisions of this MOU is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.

12. Signatories of the MOU:

As acceptance of these arrangements, the following authorities on behalf of NHM, Odisha and IIHMR University, Jaipur:

Signed by:

Smt. Shalini Pandit

MD, NHM, Odisha



Dr. P.R. Sodani

PRESIDENT

THE IIHMR UNIVERSITY

President, IIHMR University, Jaipur
1, PRASHU DAYAL MARG
NEAR SANGANER AIRPORT, JAIPUR 302029

Witness No.1

Witness no.1


Dr (Col) Mahender Kumar
Dean, IIHMR

Witness No.2

Witness No.2


M. Dipit Gupta
Officer-Registrar Office.



ଓଡ଼ିଶା ओडिशा ODISHA

M 074569

**Memorandum of Understanding (MOU) between
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And
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PRESIDENT
THE IIHMR UNIVERSITY
1, PRABHU DAYAL MARG
NEAR SANGANER AIRPORT, JAIPUR 302029

Q S A O F W
D O P O O P W
Q O N T O G O L A S S O

DISTRICT TREASURER
KHURDA, BHUBANESWAR
09 NOV 2021

[Signature]

[Signature]

B.D. MISHRA
STAMP VENDER
DSR OFFICE
BHUBANESWAR

NEAR SANGHER AIRPORT JALPUR 302013
PRABHU DAYAL MARG
THE JHAR UNIVERSITY
PRESIDENT

2. Purpose of MoU:

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PRESIDENT

THE IIHMR UNIVERSITY
1, PRABHU DAYAL MARG

NEAR SANGANER AIRPORT, JAIPUR 302029

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8. Dispute Resolution:

- Any and all disputes or differences between the Parties arising out of or in connection with this MOU or its performance will, so far as it is possible, be settled amicably through consultation between President, IIHMR University, Jaipur, Rajasthan and Mission Director, NHM, Odisha,
- If after 30 days of consultation, the Parties have failed to reach an amicable settlement, on any or all disputes or differences arising out of or in connection with this MOU or its performance, such disputes or differences will be submitted for arbitration at the request of either of the Parties upon written notice to that effect to the other.



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

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12. Signatories of the MOU:

As acceptance of these arrangements, the following authorities on behalf of NHM, Odisha and IIHMR University, Jaipur:

Signed by:

Smt. Shalini Pandit

MD, NHM, Odisha



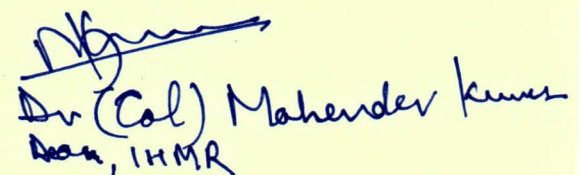
Dr. P.R. Sodani

PRESIDENT

President, IIHMR UNIVERSITY
PRASHU DAYA SINGH
NEAR SANGANER AIRPORT, JAIPUR 302029

Witness No.1

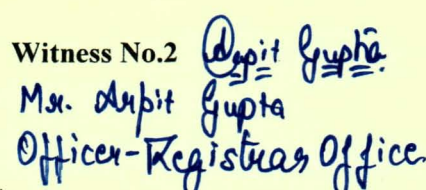
Witness no.1



Dr. (Col) Mahender Kumar
Dean, IIHMR

Witness No.2

Witness No.2



Mr. Ankit Gupta
Officer-Registrar Office