

MEMORANDUM OF UNDERSTANDING

Between

**Jhpiego Corporation, India Country Office
and
IIHMR University, Jaipur**

This Memorandum of Understanding (hereinafter "MoU") is established between the Jhpiego Corporation, a non-profit organization an affiliate of Johns Hopkins University, (hereinafter "Jhpiego") has been registered under company act 1956 for business in India by registrar of companies, New Delhi, having it's India Country Office at 29, Okhla Phase III, New Delhi-110020,

AND

IIHMR University, Jaipur, having its campus at 1, Prabhu Dayal Marg, Sanganer Airport, Jaipur – 302029 (hereinafter referred to as **IIHMR U, Jaipur** which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

Together, Jhpiego and IIHMR U, Jaipur (hereinafter jointly the "Parties" and individually a "Party") acknowledge that:

Jhpiego is an international, non-profit health organization affiliated with the Johns Hopkins University (JHU), Jhpiego is incorporated under the laws of the State of Maryland, United States of America (USA). Jhpiego has been working in **India** since the 1980s and is implementing USAID supported NISHTHA project with the aim of strengthening comprehensive primary healthcare in India, in collaboration with national and state governments across 12 states Viz Madhya Pradesh, Chhattisgarh, Jharkhand, Orissa, Assam, Manipur, Meghalaya, Tripura, Mizoram, Arunachal Pradesh, Nagaland and Sikkim.

AND

IIHMR University is a leading knowledge institution of the country engaged in teaching, research and training in the domains of public health, health management, hospital management, pharmaceutical management and Rural/Development Management.

The parties agree that this MoU describes the intention of the parties in relation to the programs described herein below (here in after "the Project") and does not in any way legally or financially obligate either Party.

ARTICLE 1: PURPOSE /SCOPE AND OBJECTIVES

The purpose of this MoU is to describe the general terms under which the Parties will collaborate in order to be learning partners, share learnings, collaborate for research, disseminate learnings, This MoU delineates the roles and responsibilities of the Parties with regard to the collaboration and coordination of program efforts to be learning partner.



ARTICLE 2: PERIOD OF UNDERSTANDING

The period of this MOU will be effective from the period off 1 December, 2020 to 1 November, 2024

ARTICLE 3: BACKGROUND OF ACTIVITIES

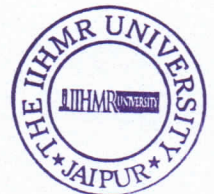
Jhpiego and IIHMR U, Jaipur, propose to be learning partners and be part of learning partner network envisaged under NISHTHA project. The objectives of the activity would be:

- To partner, collaborate, share the learnings from each other's experience in the areas of comprehensive primary health care.
- Advocate the learnings in the field of CPHC with different stakeholders
- Disseminate the lessons learned from the experiences in CPHC through the work of respective partners
- Collaborate to design, implement any operational research in the context of CPHC

ARTICLE 4: INTENTION OF THE PARTIES

In order to establish a clear understanding of the relationship between the Parties, subject to their respective rules, regulations, practices, procedures and availability of funds, the Parties intend to collaborate as follows

- To partner, collaborate, share the learnings from each other's experience in the areas of comprehensive primary health care.
 - Partners would share the learnings from their work in the areas of comprehensive primary health care for technical support, inputs, suggestions for strengthening the work
 - Partners would duly acknowledge the contribution of another partner
 - Partners may explore feasibilities of collaborations in the work being done as part of CPHC
- Advocate the learnings in the field of CPHC with different stakeholders
 - Partners may collaborate for advocating the lessons learnt from work in CPHC with different stakeholders including Governments at national and state level
 - Partners may explore the advocacy for scaling up work in CPHC and lessons learnt from the CPHC work to different geographies basis the presence of partners in those geographies.
- Disseminate the lessons learned from the experiences in CPHC through the work of respective partners
 - Partners may explore collaborations to disseminate the work to wider stakeholders, audiences, nationally and internationally.
 - Partners may jointly organize dissemination events through various online and offline platforms, or may explore to disseminate their work through their existing platforms.



- Collaborate to design, implement any operational research in the context of CPHC
 - Partners may collaborate to design, provide inputs in research activities in the context of CPHC,
 - Due acknowledgment of partners to be provided for the inputs provided
 - Partners may collaborate to implement the research activities, if such collaboration is decided for specific research activities the separate agreement/contract can be done for those specific research activities

Miscellaneous

- NISHTHA-Jhpiego will explore offering internship to students of IIHMR university as per the need and requirement under the project.
- It is agreed that data, analytics and publication rights in respect of the program will remain with both the parties.
- Each Party will designate within 7 days after signing of this MOU, a primary Point of Contact (POP) who will be responsible for facilitating communication.
- The collaboration under this MOU described herein above are
 - not for the purpose of promoting any product or services for commercial purpose
 - not intended for personal benefit or use; and
 - intended towards enhanced citizen wellbeing / community care / patient care and/ or benefiting public health.

ARTICLE 5: FINANCIAL UNDERSTANDING

This MoU in no way obligates either Party to any financial commitment. The parties may jointly support the work as defined in MoU: INTENTION OF THE PARTIES.

ARTICLE 6: MATERIALS AND PUBLICATIONS

The parties agree to share both responsibility and credit for the material and publications produced under this MoU. The Parties will mutually agree on and assign responsibility for developing and producing specific materials (hereinafter referred to as "Products"). The Parties will have equal access to the Products and may reproduce them for nonprofit purposes in any form (e.g., Print, electronic, Internet, video).

ARTICLE 7: INFORMATION DISSEMINATION

The Parties agree that the Products produced from activities described in this MoU are intended for distribution to the public subject to article 6 above. The products will carry the endorsement (names and logos) of both parties, and both parties must agree to any revision of the technical content of the Products. Each party reserves the right to disallow the use of its name and logo on products revised by the other. Each Party agrees to acknowledge the other for its contribution of work under this MOU in any advertising, publicity, publications or other information dissemination.



ARTICLE 8: PROPRIETARY INFORMATION

The Parties agree that any information shared with one another under this MoU will be information, that is currently available within the public domain or which the Parties intend to become used within the public domain unless otherwise exempt from such disclosure under applicable statutes or regulations.

ARTICLE 9: INTELLECTUAL PROPERTY

An intellectual property created prior to the date of this MoU shall remain the exclusive property of the party which created the same, including, but not by way of limitation, any and all variations, adaptations and derivations thereof (hereinafter "background IP"). All intellectual property created or developed in connection with this MOU that is not Background IP may be used in any manner by either party with the concurrence of the other party, provided that neither party shall seek to obtain or perfect exclusive rights in or to any such intellectual property.

ARTICLE 10: NOTICES

Any notice given by either Party shall be sufficient only if in writing and delivered to the respective representatives of each Party listed below:

For Jhpigo

For IIHMR University, Jaipur

Country Director

Jhpigo

29, Okhla, First Floor, Phase-III

New Delhi-110020, India

Email: Bulbul.Sood@jhpigo.org

President (officiating)

IIHMR University

1, Prabhu Dayal Marg

Near Sanganeer Airport, Jaipur – 302029

Email: sodani@iihmr.edu.in

ARTICLE 12: FORCE MAJEURE

Any delays in or failure of performance of either Party shall not constitute default or give rise to any claim for damages if and to the extent caused by or resulting from acts of God, earthquake, fire, explosion, flood, the elements, strikes, lockouts, boycotts, picketing, labor disturbances or differences with workmen, acts of the public enemy, war, rebellion, riots, acts of the government (federal, state, municipal or other unit), or any cause whatsoever beyond the control of the Party in default, but performance hereunder may be resumed with all dispatch as soon as the cause preventing performance has been removed.

ARTICLE 13: AMICABLE SETTLEMENT

The Parties shall use their best efforts to settle amicably all disputes arising out of, or in connection with this MOU.



ARTICLE 14: ARBITRATION

- a) If any dispute arises between the Parties in connection with or arise out of the contract, which is not resolved amicably within the period of 30 days, thereafter matter shall be referred to the Arbitration within 2 weeks by either of the Parties under the provision of Arbitration and Conciliation Act, 1996.
- b) The place of Arbitration shall be in Delhi.

ARTICLE 15: MODIFICATION

This MoU may be amended only in a writing signed by a duly authorized officer or representative of each of the Parties hereto.

ARTICLE 16: TERMINATION

Either party may terminate this MoU for convenience at any time upon sixty (60) day advance written notice of termination to the other Party. The Parties agree that in the event of such termination, the Parties may discuss the necessity to comply with their respective responsibilities hereunder in effect at the time of such termination, and, if possible, make efforts to complete such activities or projects.

ARTICLE 17: ENGLISH VERSION

The English language is the only official version of this MoU and shall govern any interpretation of the clauses contained herein in the event that this MoU is translated into any other language.

ARTICLE 18: ENTIRETY OF UNDERSTANDING

This MoU contains the final and entire understanding between the Parties concerning the Project, and all future projects and/or agreements shall be in a separate writing based upon mutual agreement of the Parties, and neither the Parties nor their agents shall be bound by any terms, conditions, statements, warranties or representations, either oral or written, not herein contained.

For
Jhpigo India

Bulbul Sood
Bulbul Sood (Nov 17, 2020 11:30 GMT+5.5)

Dr. Bulbul Sood
Country Director

Witness

Swati Mahajan
Swati Mahajan (Nov 17, 2020 11:12 GMT+5.5)

For
IIHMR University, Jaipur

P. R. Sodani 6/11/2020
Dr. P.R. Sodani
President (Officiating)

Witness

Krishnan Singh 6/11/20

OSD
IIHMR University

