

Memorandum of Understanding

Between

Maternity India Foundation (MIF)

1108, 11th Floor I thum Tower
Sector 62 , Gautam Budha Nagar
Noida ,Uttar Pradesh, India
'MIF'

&

IIHMR University

1, Prabhu Dayal Marg
Near Sanganer Airport
Jaipur-302029

'Partner'

individually referred as 'Party' and collectively as 'Parties'.

This Memorandum of Understanding 'MoU' describes the terms and conditions under which **MIF** and **IIHMR University, Jaipur** intend to establish a strategic partnership to work in health and related areas.

Introduction: MIF is an India development NGO, registered as section 8 company having the Safe Delivery App 'SDA' - a digital health tool, that provides skilled birth attendants with direct and instant access to evidence-based and up-to-date clinical guidelines on Basic Emergency Obstetric and Neonatal Care.

About IIHMR University, Jaipur

The genesis of the IIHMR University, Jaipur (First Party) dates to October 5, 1984, when the Indian Institute of Health Management Research (IIHMR) was established. The IIHMR University has been established and incorporated as a postgraduate research University by the Government of Rajasthan vide the IIHMR University, Jaipur Act, 2014 (Act No. 3, of 2014). IIHMR University is dedicated to the improvement in standards of health through better management of health care and related programmes. It seeks to accomplish this through management research, education, training, consultation, and networking in a national and global perspective. IIHMR University offers MBA (Hospital and Health Management), MBA (Pharmaceutical Management), MBA (Development Management), MBA (Healthcare Analytics), Master of Public Health (Offered by Johns Hopkins Bloomberg School of Public Health, Baltimore, MD, USA in cooperation with IIHMR University, Jaipur, India), Master

of Public Health (Implementation Science) programme under the WHO-TDR postgraduate training scheme, Executive Education Programmes, Online Certificate Courses and PhD programmes. IIHMR University has strong collaboration with Johns Hopkins University, USA; University of Manchester; University of Montreal, Canada; Management and Science University (MSU) Malaysia; MENDEL University, Brno, Czech; Duquesne University, Pennsylvania, USA; Curtin University Malaysia, and Rajasthan University of Health Sciences for academic advancement, student exchange, faculty exchange, and joint research programmes.

- **Purposes:** IIHMR University, Jaipur, and MIF aim to establish a collaborative partnership focused on joint research, specialized training programs, student internships, placement opportunities, and knowledge exchange in public health and allied domains. This synergy seeks to drive impactful initiatives and foster innovation in addressing global health challenges. The Parties may identify and engage in further areas of cooperation as mutually agreed upon over time.
- **Duration:** This MoU is effective starting from **November 2024 to November 2027**, with possibilities of extension upon written approval of both parties.
- **Under this MoU both parties will collaborate for**

3.1. Research and Academic Collaboration

- IIHMR University and MIF aims to jointly develop research proposals, co-author research papers,

3.2. Training Programs:

- Develop and deliver customized training modules for relevant stakeholders, addressing emerging trends and challenges in public health.
- Host capacity-building workshops and seminars leveraging IIHMR University's academic expertise.

3.3 Knowledge Exchange:

- Organize joint conferences, symposiums, and knowledge-sharing sessions to disseminate research findings and innovative practices.

3.4. Student Engagement and Development

- IIHMR University will send postgraduate students and research scholars to MIF for internships, dissertations, and practicums, contributing to the improvement of the organization's efficiency and operations.
- MIF and MF HQ will send Interns, postgraduate students and research scholars to IIHMR University for internships, dissertations, and practicums, contributing to the improvement of the organization's efficiency and operations.

- Opportunities for research scholars to utilize project-based data from MIF for doctoral work will be explored.
- Exposure visits will be organized for postgraduate students and training participants to enhance their understanding of the healthcare environment.

3.5. Adherence to Standards

- All internships, dissertations, and practicums will be conducted in line with the standard operating procedures (SOPs) of MIF.
- Any data or reports generated will be reviewed by MIF and donors before submission to IIHMR University.

3.6. Placement Opportunities

- IIHMR University students may explore potential placement opportunities at MIF, if available.

3.7. Additional Areas of Cooperation

- The Parties may identify and engage in further areas of cooperation as mutually agreed upon over time.

4 Financial Arrangements

- This MoU will not give rise to any financial obligation by one Party to the other. Each Party will bear its own cost and expenses in the implementation of this MoU.
- For activities requiring technical and financial support, a separate MoU will be executed to define the specific terms and conditions for each aspect.

Representatives from MF and Partner managing this collaboration are:

From MF:

Dr. Arunabh Ray

Country Director

MIF India

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From

IIHMR University

Dr. P.R. Sodani

President

IIHMR University, Jaipur

9829120956

sodani@iihmr.edu.in

- 5 Privacy:** MF is committed to the security and privacy of its users. MF does not monitor, share or otherwise manipulate individual data generated from usage of the SDA. All data generated from usage of the SDA is anonymized and aggregated to protect the privacy of users.

Data generated by the Safe Delivery App includes location of users (if a user has their location services on), user profiles, and tracks the content users are viewing. Data points collected include information on the type of user; facility type, number of deliveries per month, profession, and years of experience, as well as the features viewed, MyLearning progression, and engagement within the app.

- 6 Confidentiality:** The Parties agree to hold and maintain in confidence, during this MoU, however they can share the type of work done under the MoU with relevant stakeholder. The terms of this MoU and any other information disclosed during the term of this agreement which is designated confidential (orally or in writing).

The Parties shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the data generated from the SDA, ensuring in each case that access is strictly limited to those individuals who need to access the relevant data for the Purposes. Such individuals are subject to confidentiality.

The Parties shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and potential consequences of data breach, especially personal data.

- 7 Intellectual Property:** All Intellectual Property Rights and/or Intellectual Property existing or created, in any form or format, 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.

The term Intellectual Property Rights, as used herein, shall include, but not be limited to, the right to publish, authorise the use of by others, create derivative works and otherwise to use all work conceived or produced in connection with this MoU.

All rights to the SDA belong to MIF and associated developers (University of Copenhagen, University of Southern Denmark). Partner may not claim ownership of versions of the SDA created under this MoU.

The SDA is free for download in Google Play and the App Store. This also accounts for versions of the SDA developed under this MoU.

MF warrants that should it cease to exist in its current or any future form, or in the event of MIF or SDA associated developers cease to be involved in the SDA, the

source code of the SDA will be trusted to another entity with the covenant that the SDA remains available to Partner and users at no cost.

The SDA has been developed as a standardized tool that has been quality assured and validated by international health experts with the purpose to scale the tool and get into the hands of as many health workers as possible. The App is free for everyone to use in its full aggregated form. Any adjustments and adaptations must follow the following terms to ensure quality control and a certain level of standardization:

- 8** The content of the SDA is primarily based on Indian guidelines. However, the guidelines of the SDA may be adjusted in cases where the content differs from national guidelines, but in all cases must be approved and validated by MF's clinical team, and will never be changed to guidelines that can in any way be perceived as harmful or life-threatening
- 9** The content of the SDA must not be copied for use in any new Apps, web-based platforms or for commercial purposes beyond the LMS created for this purpose under the MoU and as per the concept note developed.
- 10** Any translations, clinical adjustments or visual changes must be approved by and with MF's clinical team, who will facilitate the process with the SDA developers to ensure quality control and standardization.
- 11 Personnel:** Personnel employed by the Parties shall remain subject to the rules and regulations of their respective institutions in all matters of employment, medical and life insurance, and all other employee rights and benefits. Nothing contained in this MoU shall be deemed to constitute or create any employer/employee, principal/agent relationship between MF and Partner.
- 12 Amendment and Termination:** This MoU may be amended only in writing and signed by a duly authorised representative of each of the Parties hereto.

Either Party may terminate this MoU upon thirty (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 at the time of such termination, and, if possible, make reasonable efforts to complete such ongoing activities or projects.

- 13 Conflict Resolution:** Any dispute arising in connection with this MoU, which the Parties are not able to resolve amicably, in this event either party may

terminate their participation through means of a due notice in this MoU as described in article 9.

14 Information Dissemination: Each party agrees to acknowledge the other for its contribution of the work under this MoU in any advertising, publicity, publications or other information dissemination relating to activities pursuant to this MoU

15 IN WITNESS WHEREOF, the Parties hereto have executed this MoU.

Arunabh Ray

Date: 27.11.2024

On behalf of MIF

Dr. Arunabh Ray)

P.R. Sodani

Date: 27/11/2024

On behalf of IIHMR University, Jaipur

Dr. P.R. Sodani