

MEMORANDUM OF UNDERSTANDING

BETWEEN



NATIONAL ACCREDITATION BOARD FOR HOSPITALS AND HEALTHCARE PROVIDERS
(NABH), QUALITY COUNCIL OF INDIA

AND



IIHMR UNIVERSITY, JAIPUR

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This Memorandum of Understanding (hereinafter called "MOU") is made and entered into on this day of November 10, 2025 by and between:

National Accreditation Board for Hospitals and Healthcare Providers (NABH)/Quality Council of India (QCI), having its headquarters at Tower K-100, First Floor, World Trade Centre, Safdarjung Enclave, Nauroji Nagar, New Delhi – 110029 (Hereafter referred to as "First Party" or "NABH-QCI" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assigns)

AND

IIHMR University (hereinafter referred to as "**IIHMR University**"), an autonomous research university established under the IIHMR University Ordinance, 2014 and subsequently the IIHMR University Act, 2014, having its office at 1, Prabhu Dayal Marg, Near Sanganer Airport, Jaipur – 302029 which expressions shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and permitted assigns)

[Both "NABH-QCI" and IIHMR University are referred to individually herein as a "Party" and collectively as the "Parties".]

PREAMBLE

WHEREAS,

- a) Quality Council of India has been set up by the DPIIT, Ministry of Commerce and Industry, Government of India jointly with the Indian industry to establish and operate as a national accreditation body in India with the objective of promoting nation-wide quality movement across various sectors in the country. It is an autonomous organization registered as a society under the Societies Registration Act, 1860.;
- b) QCI has within its fold constituent boards such as National Accreditation Board for Certification Bodies (NABCB), National Accreditation Board for Testing and Calibration Laboratories (NABL), National Accreditation Board for Hospitals and Healthcare Providers (NABH), National Accreditation Board for Education and Training (NABET) and the National Board for Quality Promotion (NBQP), which functions independently within their core area of expertise, and maintain high standards at par to the international standards having expertise and mechanism to grant accreditation through rigour process of third-party assessment. The accreditation schemes and services offered by these Boards allow for international acceptability of outcomes, owing to membership and mutual recognition arrangements with international forums and counterparts.
- c) QCI has also established several Divisions under its Special Projects Group which cater to quality assurance related scheme development, programme planning and implementation, policy formulation, and training and capacity development for helping its stakeholders leverage the strength and competence of the quality ecosystem created by QCI.



- d) IIHMR University is a premier university, setup in 1984, that has a multi-disciplinary faculty team that is extensively engaged in academics, research, training, consultancy, partnerships, and collaborations. IIHMR University is dedicated to health management research, education, and training, committed to developing skilled professionals for the healthcare sector offers the various postgraduate programs like MBA (Hospital and Health Management), MBA (Pharmaceutical Management), MBA (Healthcare Analytics), MBA (Development Management), MPH program in cooperation with The Johns Hopkins Bloomberg School of Public Health, USA.
- e) Parties wish to enter into an understanding to work together in promoting healthcare quality through various initiatives, including research projects, case studies, and the dissemination of industry best practices.
- f) Parties are desirous to enter into a MOU between them, setting out the working arrangements that each of the two agree are necessary to complete the Project.
- g) NOW, THEREFORE, it was decided that the parties would execute a comprehensive MOU for the above purpose. In recognition of their common interests and objectives, the parties confirm their mutual understanding on the following:

ARTICLE 1. PURPOSE

The purpose of this MoU is to establish a framework for cooperation between NABH and IIHMR University, Jaipur, to:

1. Develop and launch a comprehensive course on Healthcare Quality.
2. Design and deliver Management Development Programs (MDPs) for healthcare professionals focusing on quality management.
3. Provide internship and placement opportunities for students of IIHMR University at NABH, QCI.
4. Sensitize all students of IIHMR University to undergo Programme on Implementation (POI) of NABH standards, to have practical exposure and hands-on experience.

ARTICLE 2. SCOPE OF COOPERATION

Within the context of the purpose, the scope of this MOU will cover activities related to but not limited to areas mentioned below:

1. Development of Course on Healthcare Quality:

- a) The Parties shall jointly develop the curriculum, course content and pedagogical approach for a course on Healthcare Quality Management.
- b) NABH shall provide inputs on contemporary quality standards, accreditation requirements, patient safety initiatives and industry best practices.
- c) IIHMR University shall contribute its academic expertise in healthcare quality, curriculum design, learning methodologies and program delivery.



- d) The course may be offered as a standalone certificate program, a specialization within an existing program, or integrated into a master's program, as mutually agreed upon.
- e) Both Parties will collaborate on faculty training and resource material development.

2. Management Development Courses (MDPs) for Healthcare Professionals on Quality Management:

- a) The Parties shall jointly identify the training needs of healthcare professionals in various aspects of quality management, including but not limited to, NABH standards, patient safety, risk management, quality improvement tools, and accreditation processes.
- b) NABH will contribute its expertise in practical application of quality standards and real-world case studies.
- c) IIHMR University will provide its expertise in designing effective MDPs, including content structuring, delivery mechanisms (online, offline, blended), and participant engagement strategies.
- d) Joint certification may be explored for successful completion of these MDPs.

3. Internship and placement for Students of IIHMR University:

- a) NABH will facilitate and support the internship of 2 IIHMR University students at NABH, QCI head office, subject to availability and the policies of the organization.
- b) IIHMR University shall be responsible for selecting suitable students, preparing them for the internships, and ensuring adherence to the internship guidelines.
- c) The internships will aim to provide students with practical exposure to quality management systems, accreditation processes, patient safety initiatives, and operational aspects of quality accreditation processes.
- d) NABH will endeavour to provide placement to IIHMR University students, subject to availability and the policies of NABH, QCI.

4. Programme on Implementation for IIHMR Students:

- a) NABH will conduct programme on implementation of NABH standards in healthcare settings for IIHMR University students.
- b) These programs may include workshops, simulation exercises, case studies, and field visits to NABH-accredited facilities (subject to prior approval and availability).
- c) IIHMR University will integrate these practical implementation programs into its academic curriculum or offer them as value-added courses for its students.
- d) IIHMR University will arrange for logistics for conducting such programme on implementation for IIHMR University students.



ADMINISTRATION OF THE MOU

- 2.1** For purposes of coordination and administration of this MOU, the parties shall designate their respective Single Point of Contact (SPOC) for the engagement.
- 2.2** A Joint committee shall be established consisting of representatives from the Parties, presided by a chairperson nominated on a rotation basis by the members of the parties for a period of one year. The committee shall be consisting of 3 members from each side. Each party shall appoint equal number of members in the Joint committee and shall operate on the basis of consensus. The Chairman will have the casting vote, whenever needed.
- 2.3** The purpose of the Joint committee is to identify the mutually agreed areas of collaboration to undertake various projects /studies in addition to as mentioned under the Scope of Cooperation above.
- 2.4** In addition to the Joint Committee, the parties agree to:
- 2.4.1 Hold monthly video conference calls between the SPOCs to discuss progress and address any issues.
 - 2.4.2 Establish a shared digital workspace for collaborative work and document sharing.
 - 2.4.3 Form working groups for each major project or objective, with members from both organisations.
 - 2.4.4 Conduct quarterly review meetings with senior leadership from both organisations.

ARTICLE 3. MONITORING AND EVALUATION

- 3.1** Bi-monthly meetings shall be held by the Joint Committee to review progress, resolve issues, and coordinate efforts.
- 3.2** Adjustment Mechanisms: Any adjustments to the MOU shall be made through mutual agreement by all parties involved. A formal amendment process shall be followed to document any changes.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1** Parties agree that all rights, title, and interest including intellectual property rights, in any original work product created or produced under this MOU shall jointly vest with both the parties, subject to the following conditions:
- 4.1.1 Both parties may access data of the other party in the context of specific work products only. Both parties agree to destroy or return any data of the other party promptly after the work products are created, and under no circumstances will retain data of the other party beyond the scope and time.
 - 4.1.2 All work products which have been created or produced jointly using or based on the knowledge or service offerings under this MOU, shall be considered joint intellectual property. Neither party shall publish, disseminate, commercialize or otherwise use such joint intellectual property without providing prior written intimation to the other party.



4.1.3 Either party will be able to use intellectual property developed under this MOU in any way they deem appropriate without seeking approval of the other party, provided the party gives recognition to the other party for development of the intellectual property. Any deviation from this understanding will be discussed and agreed in writing between both parties in advance of developing the intellectual property.

4.2 Any pre-existing intellectual property used in the course of this collaboration shall remain the property of the original owner.

4.3 Both parties shall ensure that any use or publication of data or joint work products complies with applicable laws, confidentiality obligations and ethical standards, particularly in relation to healthcare and personal data.

ARTICLE 5. FINANCIAL ARRANGEMENTS:

5.1 This MoU is a non-financial agreement between the parties.

5.2 In specific cases, and in accordance with the nature of further cooperation to be carried on, other financial measures can be implemented, subject to separate agreement of the Parties.

5.3 The Parties may, if needed for specific situations, mutually agree on financial arrangements based on the nature of the project or collaboration under this MoU.

ARTICLE 6. DATA PROTECTION & PRIVACY RIGHTS

6.1 Parties agree to comply with all applicable data protection laws and regulations in India, including but not limited to the provisions of the Digital Data Protection act, 2023, as may be amended from time to time, in relation to the collection, storage, processing, and sharing of any personal data under this MOU, shall vest with both the parties subject to the following conditions:

6.1.1 Parties shall collect and use personal data solely for the purposes outlined in this MOU, obtaining necessary consents and informing individuals of the specific purposes for data use. QCI/NABH shall retain the right to review, restrict or withhold the use or sharing of any personal data originating from its systems or stakeholders unless express consent has been obtained and QCI/NABH has granted written approval for such use.

6.1.2 Parties shall implement appropriate technical and organizational measures to protect personal data against unauthorized access, accidental loss, destruction, or damage. This includes ensuring that data is stored securely and access is restricted to authorized personnel only.

6.1.3 Parties shall retain personal data only for as long as necessary to fulfil the purposes outlined in this MOU or as required by law. Once the data is no longer needed, the Parties shall ensure that it is securely disposed of in accordance with applicable data protection laws and regulations.

6.1.4 In the event of a data breach involving personal data, the Parties shall notify the affected data subjects and relevant authorities as required under applicable data protection laws.



The notification shall include details of the breach, the potential impact, and the measures taken to mitigate the breach.

- 6.1.5 Nothing shall be construed to limit QCI/NABH' right to withhold or revoke access to any data at its discretion, especially where continued access may pose a risk to data privacy and confidentiality.

ARTICLE 7. CONFIDENTIALITY

7.1 Parties agree to maintain confidentiality of all documents, data, communications and information exchanged during the MOU's implementation including those created or accessed at joint initiatives or collaborations under this MOU.

7.2 IIHMR University hereby acknowledges that the institute including its employees, may be exposed to confidential and proprietary information belonging to NABH-QCI or relating to its affairs, operations, methodologies, data assessments, systems and other proprietary information. "Confidential information" shall mean any information provided to which has been communicated to it expressly, verbally or in writing to be so treated with confidentiality. Confidential Information does not include (i) information already known or independently developed by; (ii) information in the public domain through no wrongful act of, or (iii) information received from a third party who was free to disclose it without restriction.

7.3 IIHMR University hereby agrees that during the term of this MOU and at all times thereafter that IIHMR University shall not: (i) use, disclose, reproduce or commercialise NABH-QCI's Confidential Information except in the performance of its duties and responsibilities hereunder; or (ii) disclose NABH-QCI's Confidential Information to any person or entity without prior consent from NABH/QCI,, except such disclosure is required by law, in which case IIHMR University shall promptly notify NABH/QCI to enable it to seek appropriate protective measures.

7.4 Upon the termination or expiry of this MOU or upon request by NABH/QCI at any time, IIHMR University shall promptly return or securely destroy all confidential information received from NABH/QCI, including all copies and derivatives thereof and shall certify such return or destruction in writing.

ARTICLE 8. INDEMNITY

Parties agree to defend, indemnify, and hold the other party and its employees, directors, and officers harmless for any claims, losses, due to breach of contract on account of any negligent act or omission, any breach of its obligations provided in this Agreement or any violation of applicable law, rule, or regulation by either party or its agents during and after the term of the MOU.

ARTICLE 9. FORCE MAJEURE

Neither party shall be responsible to each other for failing or delay in the performance of any of its obligations under this MOU to the extent such failure or delay is caused by Force Majeure or other similar of different contingencies beyond the reasonable control of the respective parties. Performance of any obligations affected by Force Majeure event shall be resumed as soon as reasonably possible after the termination of such force majeure event and its effect.



Article 10. TERM OF MOU

This MOU shall be valid for two year(s) from the date of the signing, unless earlier terminated as hereinafter provided, or unless extended beyond its term based on the mutual decision of the parties. The MoU may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other. However, agreements concluded under this MOU shall be valid till the end of contracting obligations and responsibilities of the concerned parties.

Article 11. AMENDMENT

This MOU may be amended at any time by mutual written agreement of the parties. Either party may propose an extension of this MOU by providing written notice at least 90 days before the expiration date. Any extension shall be mutually agreed upon in writing and may include revisions to the terms of this MOU.

ARTICLE 12. FURTHER COOPERATION

This MOU is signed in good faith as an indication of the sincere intention of the parties to build upon mutual respect and confidence they have for each other. Specific understanding with regard to this MOU would be arrived at the stage of separate agreement between the parties which shall contain finer details qua the implementation of obligations under this MOU.

ARTICLE 13. SEVERABILITY

If any provision of this MOU is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired

ARTICLE 14. DISPUTE RESOLUTION

The MOU is based on mutual trust, understanding and confidence. Both the parties agree to carry out the activities under the MOU in good faith. Any dispute, controversy or claim arising out of or in relation to this MOU, or the breach, termination, or invalidity thereof, shall be settled amicably by negotiation between the Parties. If such negotiations do not result in a mutually acceptable resolution within thirty (30) days from the date either Party notifies the other of the existence of a dispute, the matter shall be referred to arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The arbitration proceeding shall be conducted by a sole arbitrator to be appointed by mutual consent of the Parties. In the event of failure to mutually appoint an arbitrator, the arbitrator shall be appointed in accordance with the provisions of the said Act. The seat and venue of arbitration shall be New Delhi, India. The language of the arbitration shall be English. Each Party shall bear its own costs of arbitration unless otherwise directed by the arbitral award.

ARTICLE 15. GOVERNING LAW

This MOU shall be governed by, and construed, in accordance with the prevailing laws of India, subject to the exclusive jurisdiction of courts in New Delhi.



ARTICLE 16. MISCELLANEOUS

- 16.1** This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 16.2** The parties agree that a party will not make any public disclosure of this MOU or any information pertaining hereto without the prior written consent of the other party.
- 16.3** Any notice or other communication by one party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid or e-mailed.
- 16.4** With the signature of the MOU neither party will be obliged to reimburse any cost or expenses incurred by the other party without its prior written agreement.
- 16.5** This MOU shall not be valid until approved and executed by authorized representatives of both Parties. Further signatory to this MOU represents and warrants that they have all the necessary authority and power to enter into this MOU and perform its obligations hereunder.

IN WITNESS WHEREOF, the undersigned duly appointed representatives of the Parties have signed the present MOU on the day and year first above written.

FOR AND ON BEHALF OF National Accreditation Board for Hospitals and Healthcare Providers	FOR AND ON BEHALF OF IIHMR University
 Name: Dr. Atul Mohan Kochhar Designation: Chief Executive Officer - NABH, QCI मुख्य कार्यकारी अधिकारी - एन.ए.बी.एच.	 Name: Dr. P. R. Sodani Designation: President, IIHMR University 
Witnessed By:  Deepthi Mohan, Director - NABH 	Witnessed By: 