



सत्यमेव जयते

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Rajiv Bell

Dinesh Singh

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## MEMORANDUM OF UNDERSTANDING (MOU)

2023-24

BETWEEN

The National Institute of Health and Family Welfare (NIHFW)

AND

Indian Council of Medical Research (ICMR)

2024

Rajiv Ball

Dr. Anil Kumar

## Memorandum of Understanding

This document constitutes the Agreement between The National Institute of Health and Family Welfare, with its principal place of business at Baba Gang Nath Marg, Block A, Munirka, New Delhi, Delhi- 110067 (hereinafter referred to as the “NIHFW”), and Indian Council of Medical Research (ICMR), with its principal place of business at V. Ramalingaswami Bhawan, P.O. Box No. 4911, Ansari Nagar, New Delhi- 110029, India (herein after referred to as the “ICMR”)

WHEREAS hereinafter ICMR and NIHFW may individually be called as “party” and collectively called as “parties”.

WHEREAS ICMR and NIHFW have intentions to collaborate for scientific research and development.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1 Background

**ICMR:** The Indian Council of Medical Research, hereinafter referred to as the ICMR, New Delhi, the apex body in India for the formulation, coordination and promotion of biomedical research, is one of the oldest medical research bodies in the world.

The ICMR has always attempted to address itself to the growing demands of scientific advances in biomedical research on the one hand, and to the need of finding practical solutions to the health problems of the country, on the other.

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**NIHFW:** The National Institute of Health and Family Welfare, hereinafter referred to as the NIHFW, New Delhi, is an autonomous Institute under Ministry of Health and Family Welfare, engaged in the promotion of Health and Family Welfare Programme through teaching, training, research, advisory and consultancy services.

## **2 PURPOSE**

Purpose of this MoU is to provide support in academic, research, training and other mutually agreed activities of both the organizations.

## **3 TYPES OF COLLABORATIVE ACTIVITIES**

- a) Dissemination of STWs through SAKSHAM: LMIS, a digital learning platform of NIHFW.
  - Creation of interactive content with assessment and certification of all STWs.
  - Feedback about STW guidelines and its implementation.
- b) Dissemination of STWs through physical mode.
  - Research for Training of Trainers (TOT).
  - Feedback and acceptability of STWs.
  - Impact evaluation.
- c) Webinar: ICMR & NIHFW will conduct webinar of STWs
- d) Collaboration for systemic review/ guidelines/ resource centre.
- e) Collaboration for training, capacity building, monitoring and evaluation or any other academic activities as mutually agreed.

*Rajiv Bhatt*

*Dheeraj Ahluwalia*

#### 4 FORMAL AGREEMENT

The Parties' intentions expressed in this MOU will be the subject of a future definitive agreement, which will contain detailed provisions stating the Parties' rights and obligations including:

- a) Detailed statement of work
- b) Milestones and schedule for deliverables
- c) Intellectual property arrangements
- d) Exchange of materials, data, and software
- e) Disclosure of confidential information
- f) Compliance with laws and regulations, including those applicable to human and animal subjects in research, disclosures of conflicts of interest, and export controls.
- g) Roles and responsibility in administering and managing the project.

#### 5 NON-BINDING NATURE

This MoU is not binding to either of the two parties legally or financially. Its aim is to promote cooperation that will mutually benefit each Institution, this being the primary aim of academic collaboration. Nothing in this MOU is intended to create a legal partnership or joint venture or is intended to create any new academic programs.

All activities within this cooperation framework will be carried out depending on the availability of financial and human resources. Nothing in this MOU will be construed to constitute an obligation or commitment of funds from either party. Any obligation or commitment of funding or execution of Projects or as otherwise contemplated by this MOU will be affected through separate agreements between the two parties or with involvement of any third party (ies) mutually agreed upon.

*Rajiv Bhatt*

*Dheeraj Singh*

## 6 PUBLICITY AND USE OF NAME

- 6.1.1 Neither Party shall use directly or by implication the names of the other Party, nor any of the other Party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other party in connection with any products, publicity, financing, promotion, advertising, or other public disclosure without the prior written permission of the other Party, except for the Purpose and Program.
- 6.1.2 ICMR and NIHFW are collaborating for the Program on a mutual consent. NIHFW and ICMR shall not make any statement or otherwise imply to donors, investors, media or the general public that they are a direct grantee of the other Party.
- 6.1.3 Neither party shall use the name and logo of the other in any form meant for purely commercial publicity.

## 7 INTELLECTUAL PROPERTY

All intellectual properties that are generated, and shall be generated outside the Purpose of this MoU shall be held by the respective Party.

- 7.1 Parties shall have joint and undivided ownership on all intellectual properties including, but not limited to, copyrights (including, but not limited to, curriculum, contents, reading materials, reports, presentations, posters, videos, electronic recordings of lectures, talks, presentations, demonstrations) and patents (including, but not limited to, invention disclosures, patent drafts, patent applications, and granted patents on know-how and inventions and their improvements, national entries, divisional applications, and continuations made thereof) that shall be generated by

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contributions of both Parties under this MoU and/or Program (hereinafter referred to as “**Joint IPRs**”).

- 7.2 The parties will have undivided ownership but will promote development and dissemination of material.
- 7.3 Parties hereby grants to each other unrestrictive, royalty-free, worldwide, irrevocable, perpetual, non-exclusive rights and license to use Joint IPRs for academic, research and non-commercial purposes.

## **8 NON-DISCLOSURE AND CONFIDENTIALITY**

- 8.1 In order for the Parties to realize the full potential of the spirit of this MOU, it may be necessary for the Parties to disclose to each other their respective proprietary and confidential information including their confidential and proprietary technical know-how and intellectual property and any information which the Receiving Party reasonably ought to know is proprietary to the Disclosing Party (hereinafter referred to as “Confidential Information”). Parties agree that Confidential Information provided by the Disclosing Party will be used by the Receiving Party only as provided for in this MOU, and the Receiving Party will:
- 8.1.1 To allow both the parties to do tie up with third parties for work and assignments for which either ICMR or NIHFV does not have sufficient expertise as well as resources.
- 8.1.2 Hold any and all Confidential Information received pursuant to this MOU in confidence, and not disclose such information to third parties without the written consent of the Disclosing Party.

*Rajiv Bull*

*Dheeraj Shah*

- 8.1.3 Limit the disclosure of Confidential Information to those scientists, employees and officers of the Receiving Party who need such access for purposes of this cooperative effort and the Program and who have executed necessary non-disclosure agreements in line with the confidentiality obligations herein to the satisfaction of the Disclosing Party, and
- 8.1.4 Not duplicate unnecessarily or use Confidential Information in any manner other than for the benefit of the Program envisaged under this MOU and with the prior consent of the Disclosing Party, except where mutually decided otherwise.
- 8.2 Neither ICMR nor NIHFW shall be subject to the restrictive obligations herein as to the use or disclosure of any information which can be shown by the Receiving Party by documentary evidence:
- 8.2.1 To have been in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party,
- 8.2.2 To be or to have become, through no lapse on the part of the Receiving Party, part of the public knowledge or literature,
- 8.2.3 To have lawfully become available without limitation as to its disclosure from an outside source, or
- 8.2.4 To have been developed by personnel of the Receiving Party independently of any Confidential Information received from the Disclosing Party and the Receiving Party is able to prove this in writing to the satisfaction of the Disclosing Party.

Rajiv Bhat

Dhruv Shah



8.3 The obligations of confidentiality set forth above shall terminate five (05) years after the expiry of the Term or earlier termination of this MOU.

## 9 TERM AND TERMINATION

9.1 This MoU will become effective on Effective date, and shall automatically terminate five years thereafter, unless terminated sooner in accordance with the provisions of this MoU. Either Party may terminate this MOU by providing the other Party written notice of not less than ninety (90) days.

9.2 Termination or expiration of this MoU shall not affect the provisions of Clauses 7 and 8 of this MoU, which will survive and continue to bind the Parties beyond the termination or expiry of this MoU.

## 10 INDEMNIFICATION

Both the Parties hereby indemnifies and agrees to keep each other and their officers and employees indemnified from and against: (i) all actions, claims, proceedings or demands which may be brought against any of them, whether on their own or jointly, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising out of the use of the Intellectual Property, or technology, on or after the date of this MOU; and/or (ii) any breach of any provisions of this MOU, including of the representations and warranties contained herein, any and all misrepresentation, liabilities, obligations, commitment to make any payment, covenants contained in this MOU; and/or (iii) any violation of the applicable laws. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this MOU, the non-breaching party is entitled to seek specific performance or injunctive relief

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(as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

## **11 FORCE MAJEURE**

- 11.1 Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, fires or any other causes, circumstances or contingencies beyond the control of such party.
- 11.2 The party affected by such Force Majeure condition shall forthwith notify the other party, of the nature and extent thereof, in writing, within 14 (fourteen) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch.
- 11.3 If the Force Majeure condition in question prevails for a continuous period of 1 (one) month, the party affected by such condition shall enter into bona fide discussion with the other party with a view to alleviating its effect on this MOU by agreeing to such alternative MOU as shall be fair and reasonable.

## **12 DISPUTE RESOLUTION**

In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this MOU, such dispute or difference, shall be resolved amicably and in good faith by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference whatsoever arising between the Parties out of or in relation to the

*Lajin Ball*

*David Shih*

construction, meaning, scope, operation or effect of this MOU or the validity the breach thereof or in respect of any defined legal relationship associated therewith order derived there from dispute shall be resolved as per the OM No. 334774/DoLA/AMRD/2019 dated 31st March, 2020 issued by the Department of Legal Affairs, Ministry of Law & Justice, Govt. of India.

### 13 NODAL OFFICER AND NOTICES

#### 13.1 Nodal Officers

Every new research proposal to be undertaken to be sent to

**For**

**ICMR**

Name of contact Dr. Ashoo Grover, Scientist F & Head  
Mr. Pulkit Verma, Scientist D

Email ID [Grovera.hq@icmr.gov.in](mailto:Grovera.hq@icmr.gov.in), [pulkit.verma@icmr.gov.in](mailto:pulkit.verma@icmr.gov.in)  
Contact Number +91-11-26588942

**For**

**NIHFW**

Name of contact Dr. Dharmendra Kumar Yadav, Assistant Professor,  
Dept. of Statistics & Demography  
Dr. Rajesh Ranjan, Reader, Dept. of MCHA

Email ID [drdkyadav@nihfw.org](mailto:drdkyadav@nihfw.org), [dr.rajeshranjan@nihfw.org](mailto:dr.rajeshranjan@nihfw.org)  
Contact Number +91-9559974339, 9899004990

*Rajiv Bhatt*

*Dharmendra Kumar Yadav*

### 13.2 Notices:

Each Party must provide all required notices under this MOU in writing to the addresses set forth below or such other addresses designated by the receiving Party:

**For**

**ICMR**

Name of contact Dr. Ashoo Grover, Scientist F & Head  
Mr. Pulkit Verma, Scientist D

Email ID [Grovera.hq@icmr.gov.in](mailto:Grovera.hq@icmr.gov.in), [pulkit.verma@icmr.gov.in](mailto:pulkit.verma@icmr.gov.in)

Contact Number +91-11-26588942

**For**

**NIHFW**

Name of contact Dr. Dharmendra Kumar Yadav, Assistant Professor,  
Dept. of Statistics & Demography  
Dr. Rajesh Ranjan, Reader, Dept. of MCHA

Email ID [drdkyadav@nihfw.org](mailto:drdkyadav@nihfw.org), [dr.rajeshranjan@nihfw.org](mailto:dr.rajeshranjan@nihfw.org)

Contact Number +91-9559974339, 9899004990

### 14. MISCELLANEOUS

14.1. Neither Party may assign this MoU or any interest therein, in part or full, without the written consent of the other Party. Any attempt to so assign shall be deemed null and void

14.2. Nothing in the MoU is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties. No Party has the authority

*Rajni Ball*

*Dharmendra Kumar Yadav*

to bind the other Party in contract or to incur any debts or obligations on behalf of any other party, and no Party (including any employee or other representative of a Party with responsibility for program matters) shall take any action that attempts or purports to bind the other Party in contract or to incur any debts or obligations on behalf of any other Party, without the affected Party's prior written approval.

- 14.3. The clause headings appearing in this MoU have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope of intent of the clauses to which they appertain.
- 14.4. If any provision of this MoU or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this MoU, which can be given effect without the invalid provision, and to this end the provisions of this MoU are declared to be severable.
- 14.5. No waiver of any term or provision of this MoU whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this MoU.
- 14.6. This MoU contains the entire agreement between the Parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written MoU shall be valid or binding; and this MoU may not be enlarged, modified, or altered except in writing signed by the Parties.

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14.7. Parties certify that neither Party nor any of its employees or agents performing any service under this MoU are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction, under investigation for a crime or otherwise engaged in conduct for which a person can be debarred by any federal agency, and Parties will immediately notify each other upon any inquiry concerning commencement of any such proceeding.

**15 AUTHORITY:**

Each individual signing this MoU directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the MoU on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and as stated herein.

**16 COUNTERPARTS:**

This MoU is executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, or in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

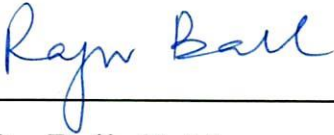


**AGREED AND ACCEPTED BY**

IN WITNESS WHERE OF the parties hereto have signed, sealed and delivered this MoU on the day, month and year first above written.

For and on behalf of **ICMR**

Witness-1 (Name and Signature)





**Dr. Rajiv Bahl**

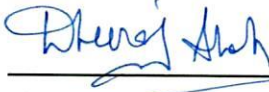
Director General, ICMR

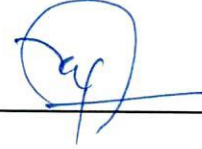
महा-निदेशक / Director General  
भारतीय आयुर्विज्ञान अनुसंधान परिषद  
Indian Council of Medical Research  
स्वास्थ्य अनुसंधान विभाग (स्वास्थ्य एवं परिवार कल्याण मंत्रालय)  
Department of Health Research (Min. of Health & F.W.)  
वी. रामलिंगस्वामी भवन / V. Ramalingaswami Bhawan  
संखुली नगर, नई दिल्ली-110067 / Munirka, New Delhi-110067

Name: DR. ASHWINI GROVER.

For and on behalf of **NIHFW**

Witness-2 (Name and Signature)





**Dr. Dheeraj Shah**

Title: Director

Name: Prof V.K. Tiwari  
Dean, NIHFW

प्रो. (डॉ.) धीरज शाह  
PROF. (Dr.) DHEERAJ SHAH  
निदेशक / Director  
राष्ट्रीय स्वास्थ्य एवं परिवार कल्याण संस्थान  
The National Institute of Health & Family Welfare  
मुनीरका, नई दिल्ली-110067 / Munirka, New Delhi-110067

**For the NIHFW, New Delhi**

**Director:**

**For ICMR, New Delhi**

**Director General:**