MEMORANDUM OF UNDERSTANDING
BETWEEN
GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY
(GGSIPU)
AND
INTERNATIONAL INSTITUTE OF HEALTH MANAGEMENT RESEARCH, NEW DELHI (IIHMR)

This Memorandum of Understanding (MoU) is made and executed by and between:

Guru Gobind Singh Indraprastha University, situated in Sector 16-C, Dwarka, New Delhi, hereinafter referred to as "**GGSIPU,**" is represented by its Registrar, Dr. Kamal Pathak, who is duly authorised.

And

INTERNATIONAL INSTITUTE OF HEALTH MANAGEMENT AND RESEARCH, hereinafter referred to as "**IIHMR,**" with its principal office situated at Plot No. 3, Sector 18 A, Dwarka, New Delhi- 110075, is represented by its Director, Dr. Sutapa B. Neogi, who is duly authorised.

Collectively, both parties are referred to herein as "**Parties**" and individually as "**Party**"

WHEREAS

A. The Government of the National Capital Territory of Delhi (GNCTD) has designated Guru Gobind Singh Indraprastha University (GGSIPU) as the Lead Knowledge Institution (LKI) under the State Support Mission of Niti Aayog. The following eight core priority areas are suggested by GNCTD:

1. Economy and Finance
2. Environment and Ecology
3. Health
4. Social sectors like Women and Child Development, Social Welfare, and Minorities Welfare

5. Education (General Education, Higher Education, Technical Education)
6. Urban Development & Infra sector- (Urban Development, Water, Transport, Housing)
7. SDG (Sustainable Development Goals)
8. IT & Data Analytics

B. The collaboration with IIHMR, Delhi, focuses on the 'Health' priority area of NITI Aayog's State Support Mission (SSM).

C. The Parties are interested in working together in connection with the Purpose, which is described in this Memorandum.

D. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.

E. Each Party is expected to act in good faith in accordance with this Memorandum.

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Purpose**

This MoU sets out the agreed-upon principles between GGSIPU and IIHMR.

This is a non-binding agreement intended to clarify the nature and extent of complementary activities that may be undertaken for the mutual benefit of the two Parties. Each institution will be responsible for managing its own costs. Commitments of specific institutional resources, personnel, space, facilities, or any other academic or intellectual activities may be contemplated here under, but are beyond the scope of this MoU.

To the extent that the implementation of any agreed upon activities requires a commitment of resources, personnel, credit-bearing course work, or intellectual property, a supplementary agreement must be negotiated and

approved by the two Parties before work on any of the projects can commence.

2. Objectives, Scope and Major Activities

Both institutions agree to explore the development of the following types of activities:

1. Conduct activities as decided by both parties for the State Health Mission of GNCTD/ Niti Aayog.
2. Visits and informal exchanges of faculty, scholars and administrators in specific areas of education, research and outreach with a focus on improving the health care eco system.
3. Organisation of joint conferences, symposia, or other scientific meetings on subjects of mutual interest.
4. Exchange of academic information and materials.
5. Exploration of possibilities for developing joint research programs and collaborations.
6. Other exchange and cooperative programs to which both Parties agree.
7. If any research paper or outcome originates from this MoU, authorship and recognition will be given to the involved faculty member(s).
8. If any external meeting is held in this regard to discuss about the activities covered under the scope of the work, the core team members shall be formally recognised and acknowledged in writing.
9. If students are involved, they shall be provided with a certificate bearing the names and signatures of both parties.

3. Responsibilities of the Parties

For the purpose of this MoU, each Party is an independent contractor and not the joint venture, agent, or employee of the other Party. Neither Party shall make any statements, representations, or commitments of any kind, or take any action that shall be binding on the other Party, except as expressly authorized in writing by the other Party. This MoU is not intended to create any legal or financial obligations or enforceable rights on any party.

The two Parties recognize that the implementation of any agreed-upon

activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources. Accordingly, the implementation of any exchange and collaborative program based on this MoU shall be separately negotiated and determined between the two institutions. It is further expected that the Parties will be compliant with all applicable laws, regulations and relevant policies.

Parties will appoint coordinator to facilitate the collaborative activity at the respective institutions, if necessary.

4. Duration and Option to Amend, Extender Terminate

This MoU will become effective when signed by the Parties. The MoU will remain in effect for three (3) years from the latest date the MoU was signed, as indicated below and may be renewed or amended by mutual agreement of the Parties. The Parties agree to periodically review the activities undertaken and the progress made, and to consult concerning amendments, renewal or termination of this MoU. Either Party may terminate this MoU by providing written notice of such termination to the other Party atleast one (1) month prior to the date of termination. In the case of such termination, any activities currently underway shall be allowed to continue until their conclusion.

5. General Terms

This MoU is not intended to, and does not, create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, by either Party, its officers, employees, or agents against the other Party, its officers, employees, or agents.

Nothing in this MoU obligates either Party to commit or transfer any funds, assets, or other resources to support projects or activities between the two Parties.

Neither Party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the express written approval of the other Party to this MoU. This MoU may be written in the English language.

Notwithstanding the nature of this Memorandum, the Parties will act in good faith and use their best endeavors to achieve the Purpose and give effect to the terms of this Memorandum.

The Parties hereby acknowledge and agree that each will perform all acts and execute all documents as reasonably required to give effect to the terms of this Memorandum.

This is a non-financial agreement. For specific activities, funds and logistics shall be supported by GGSIPU for the operationalization of activities under the scope of the work, based on mutual agreement.

Each Party agrees to cooperate in the spirit of mutual understanding and goodwill to develop the Parties' relationships with one another and to pursue the Purpose.

6. **Confidentiality**

1. The Parties hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties.

2. The Parties hereby acknowledge and agree that each may be the receiving party in relation to some Confidential Information ("Receiving Party") and the disclosing party in relation to some other Confidential Information ("Disclosing Party"), and that the terms of this Memorandum may apply to a Party as both a Receiving Party and a Disclosing Party, as the context so provides.

3. For the purpose of this Memorandum, Confidential Information may include, but is not limited to:

    a. Information of whatever nature relating to the Project or to another Party (whether relating to the Project or otherwise);

    b. Any information derived from any other information which falls

within this definition of Confidential Information; and

c. Any copy of any Confidential Information.

But does not include information which:

I. was known to or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known to or in the possession of the Receiving Party through legal means and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation);

II. is, or becomes, publicly available through no fault of the Receiving Party;

III. is provided to the Receiving Party without restriction or disclosure by a third party who did not breach any confidentiality obligations by making such a disclosure.

a. is provided to the Receiving Party by the Disclosing Party and marked "Non-confidential"; or

b. is required by law or regulation to be disclosed, but in that event, this exception applies only to the absolute minimum necessary, provided that the Disclosing Party is first consulted to determine whether and, if so, how far it is possible to prevent or restrict such enforced disclosure.

7. **Intellectual Property**

1. In connection with each Party's participation in the Project, each Party may generate, create, contribute to, write or produce intellectual property.

2. For the purposes of this Memorandum, "Intellectual Property" includes but is not limited to:

   a. information, ideas, innovations, developments, improvements, inventions, discoveries, plans, reports, drawings, specifications, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property; and

   b. intellectual property that results in any way from work performed for or on behalf of the Project (whether performed by the Party or by somebody else); and

   c. intellectual property, whether the Party generates, creates, contributes to, writes or produces the intellectual property:

      i. directly, indirectly, independently or in cooperation or conjunction with another person or persons; and

      ii. during the Party's ordinary working hours, or outside of the Party's ordinary working hours; and

      iii. at the location where the Party ordinarily participates in the Project, or at some other location. Intellectual property that results in any way from the use of resources or assets in connection with the Project, including reference or other materials, personnel, facilities, or other resources, and Intellectual property that relates in any other way to the Project or any business which is developed in connection with the Project, shall be owned jointly.

8. **Force majeure**

1. if and to the extent that a party's performance of any of its obligations under this MoU, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, Pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar

cause beyond the reasonable control such Party (each, a "Force Majeure Event'), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure event for as long as such Force Majeure event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, work around plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event.

2. If the Force Majeure event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure event continues for a period of 90 (ninety) days, either Party shall have the right to terminate this MoU by giving the other Party written notice of termination.

9. **Indemnify**

Each Party ("Indemnifying Party") here by agrees to indemnify and hold the other Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to:

a. Breach of this MoU by the Indemnifying Party;

b. breach of any representation or warranty by the Indemnifying Party.

10. **Severability**

If any provision of this MoU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MoU shall be construed

as if such invalid, illegal or unenforceable provision had never been contained herein.

Any in valid or unenforceable provision of this MoU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

11. Entire Agreement

This MoU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to the subject matter hereof.

12. No Other Rights Granted

Nothing in this MoU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this MoU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MoU.

13. Dispute Resolution

a. Any dispute(s) arising out of this MoU shall, as far as possible, be settled amicably between the Parties hereto, failing which the following shall apply:

b. In case of non-resolution, the matter shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (with amendments).

c. The courts in New Delhi shall have exclusive jurisdiction over any dispute, differences or claims arising out of this MoU.

14. Governing Law

This MoU and all issues arising out of the same shall be construed in accordance with the laws of India.

Signed by the Parties.

For and on behalf of GGSIPU

Signed By
Dr. Kamal Pathak
Registrar, GGSIPU, New Delhi
Date:

For and on behalf of IIHMR

Signed By
Dr. Sutapa B. Neogi
Director, IIHMR
Date:

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals hereto on the day and date first mentioned

Witness 1:

Name: Prof AK Saini
Signature

Witness 2:

Name: Dr. Nishikant Bele.
Signature