

### MEMORANDUM OF UNDERSTANDING

**THIS Memorandum of Understanding ("MoU") is made at (Lucknow), Uttar Pradesh on \_\_\_\_\_; by and between: -**

**The National Health Mission (NHM), Uttar Pradesh**, having its office at Vishal Complex, 19 A, Vidhan Sabha Marg, Lucknow, Uttar Pradesh, (herein after referred to as "**NHM-UP**", which expression shall, unless repugnant to the context of subject shall mean and include its successors and assignee) through its Mission Director, NHM, Government of Uttar Pradesh of the **First Party**).

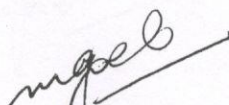
**And**

**The State Institute of Health and Family Welfare, Uttar Pradesh**, including its Regional Health and Family Welfare Training Centers (RHFWTC) having its office at **C - BLOCK, Indira Nagar Colony, Lucknow, Uttar Pradesh**, (herein after referred to as "**SIHFW**" and "**RHFWTC**" which expression shall, unless repugnant to the context of subject shall mean and include its successors and assignee), through its **Director, SIHFW**, Government of Uttar Pradesh of the **Second Party**.

**And**

**King George Medical University UP, Lucknow**, having its registered office at Shahmina Road, Chowk, Lucknow, Uttar Pradesh (hereinafter referred to as "**KGMU**" which expression shall, unless it be repugnant to the context of subject shall mean and include its successors and assignee) through Dean, Faculty of Nursing, KGMU, Lucknow of the **Third Party**."

**NHM-UP, SIHFW-UP and KGMU-UP** are hereinafter singularly referred to as "**Party**" collectively referred to as the "**Parties**".



## INTRODUCTION

National Health Policy 2017 envisages provision of comprehensive Primary Health Care at the peripheral level by integrating components of preventive and promotive health care along with basic curative services. Under the Ayushman Bharat initiative, Govt. of Uttar Pradesh is planning to upgrade 20573 Sub Centres to Health and Wellness Centres (HWC) in a phased manner by December, 2022. Operationalization of HWCs will be done through incremental addition of human resource in the form of Mid Level Health Care Providers (MLHP), who have successfully completed 6 months Certificate Course in Community Health, developed by Indira Gandhi National Open University (IGNOU). The assigned training work load of UP for developing MLHP in the defined timeline is very high and can only be achieved through State specific strategy by utilizing State Health institution.

This MOU establishes KGMU as the primary partner of NHM-UP and SIHFW for providing certification of 6 months certificate course in community health for nurses and SIHFW along with identified RHFWTCS addressing the incremental requirement of community health providers under the jurisdiction of Health Department of UP.

The Parties there by agree as follows under this MOU:-

### 1. GOAL AND OBJECTIVES

The 6 months certificate course in community health for nurses is being undertaken as a partnership among NHM-UP, SIHFW and KGMU with the goal to increase the output of community health workers in Uttar Pradesh.

The objectives of the project are as follows:-

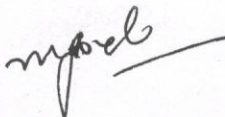
- a) Demonstrate effective partnership with KGMU and State Institute of Health and Family Welfare (SIHFW and RHFWTC) for developing a State led certification course for community health for nurses to increase CHO output in Uttar Pradesh.
- b) Establish a network of virtual classroom setup at SIHFW led RHFWTCS under the jurisdiction of NHM-UP, to expand access to certification course. At the end of 1<sup>st</sup> year, at least five RHFWTCS will be operational.
- c) Ensure sustainability in the program with the proper technical, managerial, and logistical support needed to run a large-scale public health initiative.
- d) Documentation and dissemination of learnings and effectiveness of the program

### 2. OBLIGATIONS OF THE PARTIES

#### 2.1 Obligations of NHM-UP

In furtherance of the objectives of this MOU, NHM-UP will be responsible for the following obligations under this MOU:-

- a) Propose and Allocate budget for the activity
- b) Provide overall program implementation guidance and monitoring



- c) The recruitment and posting of candidates for the training
- d) Obtain necessary administrative clearance from government of UP (GoUP), Government of India (GoI) and keep them informed on the progress.
- e) Ensure SIHFW (including RHFWTCS) and KGMU teams under the jurisdiction of NHM-UP are appropriately trained to establish the program structure to facilitate effective and efficient implementation of the program.
- f) Conduct periodic review of the program and inform the parties accordingly for future implementation approach

## 2.2 Obligations of SIHFW (including RHFWTCS)

In furtherance of the objectives of this MOU, SIHFW (including RHFWTCS) will be responsible for the following obligations under this MOU:-

- a) Identify well-equipped / established RFWTCs to begin with, out of existing 10 RFWTCs in consensus NHM-UP, so that parties can ensure operational support.
- c) Ensure availability of functional virtual classroom setup at identified RHFWTCS and SIHFW.
- c) Enroll all the selected candidates, who have given their joining at RFWTCs.
- d) Identify academic counsellors' specialty wise and create pool of trainers.
- e) Ensure appropriate training of the identified counsellors on proposed course structure, Learning Resource Package (LRP) and program implementation approach.
- f) Organize a 3 days TOT of identified counsellors for their orientation etc in coordination with NHM-UP and nominated technical assistance partner.
- g) Ensure scheduling and organization of theory sessions at SIHFW for through virtual teaching method as per recommended program implementation approach.
- h) Provide study material to the enrolled candidates through RFWTCs.
- i) Conduct periodic internal examinations/assignments and submit summary of marks to KGMU from time to time.
- j) Designate selected RFWTCs as Program Study Center (PSC) and appoint principal RFWTC as program incharge for this course or any office bearer nominated by principal RFWTCs who is working under him/her.
- k) Ensure identification and coordination through RHFWTCS for practical training at concerned DH, CHC, PHC, Urban Health centre & Sub-Centre according to the approved course curriculum endorsed by NHM-UP and KGMU.
- l) Ensure availability of a pool of trainers from all desired specialties for theory and practical teaching at their end for resolving queries of students at respective RHFWTCS.
- m) Ensure organization need based extra academic sessions as per the requirement of student at identified RFWTCs.
- n) Commit to NHM-UP, KGMU and identified technical partners for participation in development/implementation of quality improvement plans as needed.

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- o) Contribute actively in annual planning for programmatic activities based on previous year's performance.
- p) Advise program on strategy for choosing and opening new sites.
- q) Provide office space in SIHFW and RHFWTCS for effective program implementation and coordination.
- r) Deploy/hire recommended manpower as suggested by NHM-UP.
- s) Ensure availability of required resources at training sites.
- t) Take up field review visits with partners.

### 2.3 Obligations of KGMU

In furtherance of the objectives of this MOU, KGMU will be responsible for the following obligations under this MOU:-

- a) Provide necessary guidance regarding the curriculum development to ensure Quality of training as per role of CHOs
- b) Secondary enrollment of candidates based on the list provided by the SIHFW
- c) Maintain record of enrolled candidates PSCs wise for conducting examinations and certification
- d) Conduct examination for the course as per the protocol of KGMU
- e) Evaluate the candidates through term-end examination for theory as well as practical subjects as per the session plan
- f) Provide certification of completion to the successful candidates based on internal and term end evaluation through written and practical examination.
- g) Establish a course coordination cell within the Faculty of Nursing headed by Dean Faculty of Nursing to coordinate day to day operations.
- h) Hire, train and manage recommended manpower by NHM-UP who are responsible for effective program implementation.
- i) Ensure procurement of recommended articles for the program support structures within KGMU.
- j) Work with NHM-UP and SIHFW to expand number of PSCs in Uttar Pradesh as per programmatic requirements
- k) Prepare and share periodic progress reports to share with NHM-UP, containing relevant data and metrics on implementation experience.
- l) Undertake field visit to the designated PSCs for review and problem solving

**Jhpiego, A Johns Hopkins university affiliate** will be technical support partner in the initiative and provide technical guidance to parties on implementation approach and methodology. They will also support in mentoring, documentation and dissemination of implementation experience.

*Signature*

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## **FINANCIAL ARRANGEMENT/ UNDERSTANDING:-**

- Neither party is obligated to pay the other for any services performed under this MOU. However, NHM-UP shall be obligated to provide the funding for its obligations.
- The following cost will be borne by **NHM-UP**:-
  - **To KGMU**
    - Operational cost for establishing Management Cell-Infrastructure and Human Resource.
    - Recurring cost for office management, contingency/miscellaneous.
    - Cost of conducting Examinations.
    - Mentoring and Support visits for quality assurance (MQAs).
  - **To SIHFW and RHFWTCS**
    - Operational cost for establishing Management Cell-Infrastructure and Human Resource.
    - Recurring cost for office management, contingency/miscellaneous.
    - Cost of Theory sessions (Counsellors Payment).
    - Mentoring and Support visits for quality assurance (MQAs).
    - Printing of Study Material.
    - ToT of course coordinators and counsellors.
    - Payment to counsellors for organizing practical sessions at clinical sites (DH/DWH/CHC/PHC/SC/UPHC).
    - Additional sessions for theory at PSC (RHFWTCS) level.
    - POL/Travel support for conducting practical sessions at various health facilities.

### **2.4 Records**

In order to perform its obligations of monitoring & evaluating the program, parties and recommended technical assistance partner will collect data on program aspects. The data will be collected and stored in a secure system that meets the highest standards of confidentiality.

#### **2.4.1 Visitation**

In order to adequately supervise the certification program and sustain operations, parties and recommended technical assistance partner will require access to visit program sites and document activities based on program needs. UP-NHM will issue necessary directives on this regard from time to time

### **3. DURATION OF MOU:-**

- 3.1** This MOU will be in effect for 03 years from the date of execution, and may be extended beyond this period as mutually agreed by the parties.

### **4. MISCELLANEOUS**

#### **4.1 Address for Notice**

Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing to a Party hereto at its address and contact number specified below, or at such other address and contact number as is designated by such Party in a written notice to the other Party hereto.

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For First Party, NHM UP shall be:

<b>Mission Director, NHM</b>	
Address:	Vishal Complex, 19 A Vidhan Sabha Marg, Lucknow.
Tel Number:	0522-2237496
E-mail:	mdupnrhm@gmail.com

For Second Party, SIHFW-UP shall be:

<b>Director, SIHFW</b>	
Address:	C - BLOCK, Indira Nagar Colony, Lucknow, Uttar Pradesh
Tel Number:	522-2310679 / 2340597
E-mail:	directorsihfw@gmail.com

For Third Party KGMU shall be:

<b>Vice Chancellor, KGMU</b>	
Address:	Shahmina Road, Chowk, Lucknow, Uttar Pradesh
Te Number:	0522 225 7540
E-mail:	vc@kgmcindia.edu

#### 4.2 Termination

Each Party shall have the right, at its discretion, to terminate this MOU by serving a 30 (thirty) days prior written notice to the other Party or the First Party (NHM) may terminate the MoU by giving Notice. This MOU may also be terminated by the Parties by mutual consent, which shall be deduced in writing and signed by both Parties.

#### 4.3 Disputes

The parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the MOU. This MoU shall be governed by and construed in accordance with the laws of India.

#### 4.4 Place of Performance

The place of performance will be multiple districts in Uttar Pradesh at Lucknow, Meerut, Prayagraj, Varanasi, Kanpur Nagar, Bareilly and other districts of Uttar Pradesh as per the need arises and mutually consented by all parties.

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#### 4.5 Force Majeure

If an event of Force Majeure occurs, the performance of the material obligations under this Agreement of the Party affected by such Force Majeure will, to the extent and for the duration that they are affected by such event of Force Majeure, be suspended and will be automatically extended, without penalty, for a period equal to such suspension.

A Party claiming Force Majeure will promptly give notice to the other Party and will furnish reasonably substantial proof of the occurrence and duration of the adverse consequences of such Force Majeure. A Party claiming Force Majeure will also use all reasonable efforts to mitigate or terminate the effects of Force Majeure on its obligations hereunder. The non-performance or failure by the Party claiming Force Majeure shall be deemed not to be a breach of this MoU.

If an event of Force Majeure occurs, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable efforts to minimize the consequences of such event of Force Majeure. If they are unable to find a solution after 2 (two) months from the date of occurrence of the event of Force Majeure, the aforesaid event of Force Majeure shall be deemed to be a ground for early termination of this MoU.

#### 4.6 Amendment

No modification, variation or amendment to MoU shall have any force unless it is in writing and has been signed by the Parties.

#### 4.7 Entire MoU

The terms and conditions contained in this MoU constitute the entire MoU among the Parties in connection with the subject matter here of and shall supersede all previous negotiations, communications, MoUs or arrangements, either oral or written, among the Parties pertaining to such subject matter(s).

#### 4.8 Invalidity

If any of the provisions of this MoU is or becomes invalid, illegal or unenforceable, due to operation of Law or otherwise the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.

#### 4.9 Supersession

This MoU sets forth the entire intent and understanding of and between the Parties and merges and replaces all prior discussions, negotiations, understandings, arrangements and MoUs between the Parties relating in any way to the subject matter hereof and therefore, may not be supplemented or interpreted by oral or written statements.

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**4.10 Exclusivity**

This MoU shall not be assigned in whole or in part by either party without the prior written consent of the other party.

This MoU is executed at Lucknow, Uttar Pradesh, India.

Date: .....

Place: Lucknow

**SIGNED AND DELIVERED** by the within named

**Witnesses:-**

**On behalf of NHM-UP**

1. \_\_\_\_\_

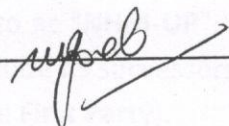
**Mission Director NHM/Nominated officer**

2. \_\_\_\_\_

**On behalf of SIHFW**

3. \_\_\_\_\_

**Director, SIHFW/Nominated officer**

4.  \_\_\_\_\_

**On behalf of KGMU-UP**

**Vice Chancellor, KGMU/Finance officer**