

**Guidelines for Partnership with  
Resource Organisations for Augmenting Capacity  
for the National Health Protection Mission**

***Guidelines include:***

*Areas of capacity building and research*  
*Process of partnership with leading resource organisations*  
*Institutional arrangements*  
*Proposal submission, review and approval*

**National Health Agency**  
**Ayushman Bharat - National Health Protection Mission**  
Ministry of Health & Family Welfare  
Government of India

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## **Guidelines for *Samvardhan* under the Ayushman Bharat – National Health Protection Mission**

### **CONTEXT**

#### *National Health Protection Mission:*

Ayushman Bharat - National Health Protection Mission (AB-NHPM or the NHPM) is a national program to be launch by the Government of India with the objective of reducing out-of-pocket healthcare expenditures and improving access of identified families to quality inpatient care and day care surgeries for treatment of identified diseases and medical conditions through a network of Empanelled Health Care Providers.

Administered through the National Health Agency (NHA) set up by the Ministry of Health and Family Welfare (MoHFW), Government of India, the NHPM provides a framework for converging hitherto fragmented national and State / UT health financing schemes into a bigger, more comprehensive, better converged targeted provision of secondary and tertiary levels of hospital-based care. This approach will not only increase the efficiency and reach of hospital-based services but will also provide financial health protection against most of the hospitalization costs, thereby reducing out-of-pocket expenditure on health significantly. Salient features of NHPM are:

- a. Targeting over 10 crore poor and vulnerable beneficiary families.
- b. Eligible beneficiary families entitled for cashless treatment benefits up to Rs 5 lakh per family per year on a family floater basis at any (public or private) empanelled hospital across India (national portability).
- c. No cap on family size to ensure all members of eligible beneficiary families, including girl child and senior citizens, get coverage.
- d. Benefit package includes secondary and tertiary levels of identified surgical, medical and day care procedures, which include most of the lifesaving and emergency procedures that catastrophic health expenditure.

#### *Institutional Arrangements for NHPM:*

To design, coordinate and provide stewardship to the NHPM at the central level, a dedicated National Health Agency (NHA), headed by a full time Chief Executive Officer (CEO), has been set up as a Society

States/ UTs are advised to implement the scheme through a dedicated entity called the State Health Agency (SHA). If States / UTs so desire, an existing Trust/ Society/ Not for Profit Company/ State Nodal Agency (SNA) may assume the role of the SHA or States may wish to set up a new entity for this purpose.

### Capacity for NHPM:

The proposed program is very ambitious in nature and will have far-reaching impacts on Universal Health Coverage goals of the country. Implementing a health protection schemes of the scope and scale described above demands unprecedented capacity at different levels.

Considering the comprehensiveness of NHPM, it would be critical to build and enhance capacity of key stakeholders and also bring new knowledge to shape up the policy direction under NHPM. NHA sees capacity building as a continuous improvement strategy towards the creation of sustainable and effective institutional mechanisms at all levels.

Whereas over the last 10 years, MoHFW and some of the States have developed extensive capacities to design, administer and implement health financing schemes, there is a need to further enhance this capacity to respond to the needs of the AB-NHPM. For this the NHA has conceptualised an initiative titled *Samvardhan*<sup>1</sup> (this guideline follows NITI Aayog's *Samavesh initiative on similar areas*).

## ABOUT SAMVARDHAN

The NHA will play a very critical role in building capacity of States, providing policy direction, monitoring of the scheme across different States and also evaluate the success/failure of implementation. The NHA may need to further augment its capacity to address this need. *Samvardhan* has been planned to address this need.

### **Objectives:**

*Samvardhan* initiative is aimed to support NHPM in:

- a. improving capacity of key stakeholders in Central as well as State government
- b. generating evidence for informing NHPM policy and programmatic priorities through research and evaluation, and support in monitoring and implementation of NHPM in the country.
- c. knowledge management and exchange

## AREAS OF FOCUS

*Samvardhan* initiative will focus on the five areas:

- a. Operations and management
- b. Service delivery and quality assurance

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<sup>1</sup> *Samvardhan* is a Sanskrit word which means augmentation

- c. Research, data mining and analytics
- d. Economic analysis and costing of services
- e. Payment and contract management including fraud management

The scope for each of the five areas are presented below. These are indicative and will evolve based on the emerging needs of the NHPM.

*Focus area 1: Operations and management*

- Scope
- To include but not be limited to:
- capacity building and research related to different aspects of processes under the NHPM including beneficiary verification, pre-authorisation, claims management, strengthening demand and other critical aspects of operations and management of the NHPM.
  - Stewardship to States / UTs, mentoring and handholding, supportive supervision.

*Focus area 2: Service delivery and quality assurance*

- Scope
- To include but not be limited to:
- Service providers and their empanelment
  - Provider activity regulation and control
  - Continuous quality improvement (CQI) of service providers
  - Grading of providers leading to quality services and accreditation, wherever possible,
  - Clinical protocols, standard treatment guidelines, quality of care
  - Strategies for incentivising CQI.
  - Patient (beneficiary) satisfaction.

*Focus area 3: Technology resource including data mining and analysis*

- Scope
- To include but not be limited to:
- Strategy for optimal use of Information Technology (IT) and Mobile technology (Apps) for seamless transactions and management of NHPM (to include pre-authorisations, claims, finances, grievances and all other relevant processes and aspects of NHPM including development of dashboards).
  - Guidance on IT infrastructure specifications.

- Integration of NHPM IT interface with well-functioning State level IT platforms for existing State-run schemes.
- Data mining and high-end data analysis including social network analysis for providing strategic insights into NHPM and aspects like service utilisation, provider behaviour,
- Fraud data analytics for early detection and management of fraud including techniques like social network analysis and predictive analysis techniques.
- Management information system for the NHPM.

*Focus area 4: Research including economic evaluations and costing*

- Scope                      To include but not be limited to:
- Identifying research needs and developing the research agenda for NHPM.
  - Design, commissioning and implementation of economic evaluation studies (allocative efficiency, technical efficiency, cost benefit, cost effectiveness, etc.).
  - Design, commissioning and implementation of social and demographic research exploring impact of NHPM on aspects related to coverage, equity and access.
  - Bring international best practices in further analytics in the area of packages, rates and costing

*Focus area 5: Payments and contracts management*

- Scope                      To include but not be limited to:
- Provider payment practices and process re-engineering
  - Co-payment processes
  - Contracts management and compliance
  - Performance metrics – design, management

In addition to the five focus areas outlined above, the NHA may, based on the emerging needs of the NHPM and as it deems appropriate, modify the existing focus areas, amend the scope of the focus areas as required or add new focus areas.

## STRATEGY

The strategy of *Samvardhan* initiative will revolve around partnerships. Under this initiative it is proposed that the NHA may enter into two types partnerships: (a) Institutional partnerships and (b) Consulting partnerships.

**Institutional partnership:** Institutional partnerships refer to partnerships with government, semi-government academic institutions (colleges, universities), institutions of national repute and centers of excellence recognized by the central or a State / IT government. Institutions with whom the NHA will enter into institutional partnership shall be called Institutional Partner(s).

**Consulting partnerships:** Consulting partnerships refer to arrangements for sourcing in or outsourcing management and technical capacities with any reputed private for profit or not-for-profit organisations that have the capacity to provide advice or services within the required time frame. Such partnerships will be of short term in nature and critical for some crucial decisions. Agencies with whom the NHA will enter into consulting partnership shall be called Consulting Partner(s).

Broad elements of the strategy are as follows:

- a. NHA may enter into either of the two partnership types referred to above for any of the needs across different focus areas and needs emerging under the NHPM.
- b. Choice of partnership type shall be at the sole discretion of the NHA and may be determined based on different parameters including but not limited to core competencies, available spare capacities and existing procurement rules and guidelines.
- c. For institutional partnerships the NHA may provide admissible grants-in-aid for carrying out the aforesaid activities on topics/ subjects of interest to NHA as decided by the competent committee(s) set up under this initiative.
- d. For consulting partnerships, the NHA shall pay consultancy fees determined through bidding process as per existing procurement guidelines.

## ELIGIBILITY OF PARTNERS

### **For institutional partnership:**

Grants-in-aid for entities can be given only to the eligible person or a public body or an institution / organization having a distinct legal entity after being sanctioned by the competent authority. The eligibility criteria for grants-in-aid under *Samvardhan* are:

- a. An Institution or Organisation set up as (i) an autonomous organisation under a specific statute/Act of Government, or (ii) academic institutions accredited / affiliated to or recognized as a University or Deemed University by UGC Act (iii) a Society registered under Societies Registration Act, 1860 or Indian Trusts Act, 1882, Co-operatives Act, or other statutes, (iv) Voluntary organizations or Non-Government Organisations carrying out activities which promote the welfare schemes and programmes of the Government, selected on the basis of well-defined criteria regarding financial and other resources, credibility and type of activities. The Not-for-Profit organisations should have credible evidence of research (for grants-in-aid for research) and minimum three years of experience after registration.
- b. For any Institution other than those covered in para (a) above, the Institution: (i) must qualify to receive annual recurring grants by specific establishments of the Government like UGC, ICSSR, etc., or (ii) must have successfully executed projects for certain institutions of Central Government which have been established for financing research, like ICSSR, ICMR, CSIR, ICMR, ICAR or similar Central Government Organization set up primarily for the purpose of funding research work, or (iii) Must have successfully executed a research project/study entrusted by any Ministry/Department of the Govt. of India or State Government. As regards the eligibility of an institution/organization under this para, the two Secretariats would take a decision in consultation with the concerned verticals.

*Note: For the purposes of grants-in-aid, the institution /organization shall be “not-for-profit” to be eligible for assistance under this initiative.*

### **For consulting partnership:**

The following types of organisation shall be eligible to apply for consulting partnerships:

1. Institutions eligible for grant-in-aid will also be eligible for consultancy assignments.
2. In addition, any legally registered national or international agency with relevant experience and capacity as meeting the minimum eligibility criteria prescribed by the NHA in its TOR for such assignments.

### **General note:**

1. Any institution, which has been or is currently black-listed or debarred (the list is to be provided by NHA) from receiving any grant from the Government for any specific period, will not be considered for funding under *Samvardhan*.



2. As regards the decision on whether or not a particular institution/individual is eligible to be considered for funding under this scheme, the two secretariats would make relevant enquiries and analysis. Then the proposal would be forwarded to the NSC, for their vetting on the eligibility of the Institution concerned. In case the NSC differs from the two secretariats, the matter would be put up to CEO, NHA, for the final decision.

## FINANCIAL ARRANGEMENTS

1. **For Institutional Partners:** The NHA shall provide financial support to Institutional partners in form of grant-in-aid. The quantum of grant-in-aid shall be determined based on the proposals submitted by such institutions and negotiations held between the NHA and such institutions thereafter; however, upper limit of grants-in-aid is Rs. 20.00 lakhs for each institution. Nevertheless, NAC will have would be empowered to relax the ceiling in exceptional cases depending upon the specific requirements of some studies.

In addition, the NHA may also, based on its need, provide grants for organising standalone international and national seminars/conferences/workshops to Institutional Partners if such events are not already a part of the proposals submitted by them.

2. **Consulting Partners:** The NHA shall provide either fees in lieu of consulting services which will either be lumpsum or on a reimbursement mode which may vary from one assignment to the other depending on the scope and nature of services.

## INSTITUTIONAL ARRANGEMENTS

The NHA has defined institutional arrangements for implementing the *Samvardhan* initiative.

- A. *National Advisory Committee (NAC):* The NAC will approve guidelines and framework for partnership with leading educational and research institutions and also provide technical and financial approval for proposals submitted by such institutions. Chief Executive Officer, NHA, will be the Chairman of this committee; other members will include – Deputy Chief Executive Officer, NHA, Executive Director of different verticals and Executive Director, Finance, NHA. Chairman NAC can also nominate other members to this group as and when required.
- B. *National Steering Committee (NSC):* NSC will be first level of clearance for proposals received under the *Samvardhan* initiative. This committee shall be chaired by Deputy Chief Executive Officer, NHA and heads of two verticals will be Member Secretaries.

Other members of NSC may include Executive Directors and General Managers of relevant verticals, Heads/Directors of few selected Institutions (nominated by NAC) and relevant technical experts. NSC's primary functions are listed below:

- Periodically develop and finalize key priority areas for capacity building and research and evaluation and any other emerging need.
- Develop guidelines and frameworks for these identified key priority areas
- Publish call-for-proposals – the NSC will also develop TOR for each key priority areas of engagements
- Evaluate proposals and submit to the NAC for approval and clearance.
- Facilitate signing of MoUs/contracts between the NHA and identified partners.
- Oversee the overall implementation of the partnership across groups and regions.
- Review progress of ongoing capacity building and research activities through different institutions – a quarterly meeting will be organized in this regard and report will be submitted to NAC

C. *Secretariat*: The *Samvardhan* initiative is linked to capacity building as well as research and evaluation, therefore, there would be two different secretariats managing this initiative:

- *Secretariat-Capacity Building*: General Manager and Deputy General Manager “Hospital Administration and Capacity Building” vertical and their team will function as Secretariat for Capacity Building programs.
- *Secretariat-Research and Evaluation*: General Manager and Deputy General Manager, Research and Evaluation and their team will function as Secretariat for Research and Evaluation Programs.

*Note: NAC, on the recommendations of NSC, will have authority to create various sub-groups related to specific technical areas; also, learning and sharing groups will be created. Depending on the area of work, one of the two Secretariats will coordinate with these sub-groups.*

## EXPECTED RESULTS

Capacity for achieving the objectives of the NHPM shall be developed and nurtured under the *Samvardhan* initiative through the focus areas and the resource groups outlined above. It is expected that partnership with these institutions under *Samvardhan* will result into following outputs (list not exhaustive)

1. Availability of pool of technical resources for different areas under NHPM. An Expert Advisory Group may be established under NHA with representation from these institutions.
2. Capacity building:
  - a. Technical content / training modules and curriculum developed in different areas and used for capacity building
  - b. Pool of master trainers developed and deployed in States for capacity building
  - c. Improved capacity of stakeholders through capacity building programs.
3. Mentoring and handholding of States and supportive supervision.
4. Increased knowledge-base through research studies for evidence-based policy decisions and strategic reprioritisation within the NHPM.
5. Systems and capacity for knowledge sharing across States: learning and sharing of key positives, issues and challenges through evaluation
6. Establishment of a national repository of knowledge in the area of health financing in particular and health financing in general.

## OPERATIONALISING SAMVARDHAN

1. **Set up of *Samvardhan* initiative team and constituting relevant Committees:** The NHA shall approve and issue guidelines for the *Samvardhan* initiative including designating and assigning officials, staff (if required). In addition, the NHA shall constitute the committees referred to in the section on 'Institutional Arrangements' of this document, develop, approved and issue terms of references of such committees, identify members for the committees, and finalise the working modalities.
2. **Develop annual plans and budgets for the *Samvardhan* initiative:** The NHA shall ensure the development of need based annual plans and budgets for the *Samvardhan* initiative. Necessary approvals shall be taken from the competent authorities and budget allocations made.
3. **Identify potential partners for Institutional Partnerships and enter into Memorandum of Understanding (MOU):** Based on the focus areas, the NHA shall shortlist reputed institutions that fit the Institutional Partnership criteria. With all such institutions that agree to the intent of the *Samvardhan* initiative and have in-principle agreed to partner with the NHA for technical support under the NHPM, the NHA shall enter into MOU as set forth in Annex 1 of this Guidelines.
4. **Call for proposals for partners based on identified need and annual plans:** The NHA shall call for expressions of interest, proposals (as deemed appropriate) for interested partners based on the needs identified in its annual approved plan. Any request, in addition to those notified by the NHA, would be entertained for consideration, subject

to the condition that they meet the objectives and are so decided by the competent authority as required under the guidelines. For capacity building, NHA will define standard content as well as methodology and invite institutions to conduct training programs in agreed areas.

5. **Enter into task specific agreement(s) with empanelled institutions based on identified needs:** Based on specific needs, the NHA may send specific terms of references to the relevant empanelled institutions and request for budgeted proposals from interested institutions. The relevant committees under the *Samvardhan* initiative will screen, evaluate and approve the proposals and enter into task-specific agreements; a draft template for such agreement will be developed subsequently, a draft template of the same is provided in Annex 2.
6. **Develop partnership management guidelines:** The success of *Samvardhan* initiative hinges on partnerships. To ensure standardized partnership management practices and adequate partner management capacity within the NHPM, the NHA will develop Standard Operating Practice (SOP) for partnership management which may include but not be limited to partnership identification, contracting, developing TORs, managing scope of work, managing finances under partnerships and compliance management. The SOP will include specific procedures for the two types of partnerships envisaged under the NHPM.

**General Note:**

- a. Areas for capacity building as well as research and evaluation will be selected from one of the above focus areas.
- b. In case of capacity building, institutions may be provided geographic responsibilities, while in the case of research and evaluation, it will remain group specific.
- c. Identified institutions will be responsible to implement research projects, building capacity of stakeholders and also supporting NHA in effective monitoring of NHPM.
- d. These institutions will conduct research, evaluations, develop policy notes, develop technical content (in consultation with NHA) and roll-out capacity building programs.

## Annex 1 Draft MOU with Institutional Partners

### MEMORANDUM OF UNDERSTANDING (MOU)

#### *Samvardhan*

This Memorandum of Understanding (MoU) is entered on this \_\_\_ day of \_\_\_\_\_, two thousand and eighteen (2018) by and between:

**National Health Agency (NHA)** acting on behalf of the Ministry of Health and Family Welfare, Government of India, having its office at \_\_\_\_\_ (hereinafter referred to as the “NHA”), which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns;

AND

..... [insert *name of the institution*], an ....., registered as ..... and having its office at \_\_\_\_\_ (hereinafter referred to as the “Institutional Partner”);

The NHA and the Institutional Partner shall hereafter be collectively referred to as “the Parties” and individually as “a Party”.

#### **WHEREAS:**

- A. The Ministry of the Ministry of Health and Family Welfare, Government of India (MoHFW) has launched the Ayushman Bharat – National Health Protection Mission (hereinafter referred to as the “**AB-NHPM**”), a health financing scheme for the identified poor and vulnerable families across the States and Union Territories of the country.
- B. The MoHFW has delegated the responsibility of coordinating and managing the implementation of AB-NHPM to the NHA.
- C. To support the implementation of the AB-NHPM, the NHA has conceptualized an initiative titled ‘*Samvardhan*’ as a strategy towards augmenting its resources and capacities for implementing the AB-NHPM. *Samvardhan* aims to (i) promote knowledge sharing; (ii) improve capacity of key stakeholders in Central as well as State governments; and (iii) conduct research and evaluation to support monitoring and implementation of AB-NHPM in the country.
- D. As a part of *Samvardhan*, the NHA is keen to enter into partnerships with institutions to fulfil the aims set forth in Recital C above.
- E. The Institutional Partner is engaged in undertaking activities in the field of \_\_\_\_\_ **[Group]**.
- F. The NHA and the Institutional Partner have mutually agreed to collaborate for furthering the objectives of the AB-NHPM and as per the needs expressed by the

NHA from time to time and jointly undertake specific tasks related to.....(*insert name of the Group/Focus area*);

In pursuance of the aforesaid, the Parties hereto wish to record under this Memorandum of Understanding (MoU), the terms of their mutual understanding and their commitment to take forward this partnership for AB-NHPM in the area of \_\_\_\_\_ .....(*insert name of the Group/Focus area*) per the Terms & Conditions (T&C), set out hereunder.

**NOW, THEREFORE, the Parties hereto agree to the following:**

#### **ARTICLE 1: SCOPE OF THE MoU**

**1.1** This MOU lays down the in-principle understanding between the NHA and the Institutional Partner wherein the Institutional Partner shall provide technical / advisory / research / capacity building / management (*delete whatever is not appropriate*) expertise in the area of ..... (*insert name of the Group/Focus area*) to the NHA pursuant to the need-specific tasks and agreements entered into by and between the parties pursuant to this MOU from time to time.

**1.2** The NHA shall identify thrust areas of the MoHFW and link the Institutional Partner with other Samvardhan partners and other policy think tanks, and academic and research institutions as appropriate. It shall additionally introduce the Institutional Partner to the concerned Central Ministries, State Governments and Institutions, and will provide necessary information, materials, expertise and guidance related to the thematic areas set forth in Clause 1.1 above.

**1.3** The Institutional Partner shall:

- a) Bring in domain expertise in \_\_\_\_\_ (*insert name of the Group/Focus area*) for training and capacity building/ policy analysis and development/ research and evaluation / technical support (*delete whatever is not appropriate*).
- b) Undertake tasks that may include but not be limited to aspects set forth in Schedule 1 of this MOU.
- c) Enable virtual linking or networking of technical resources in the specific thematic area, synthesizing of best practices and research updates in the specified theme.
- d) Collaborate with Ministry of Health and Family Welfare, Government of India and States in policy development initiatives related to thematic priority.
- e) Networking with other institution(s) in their respective thematic areas so as to develop a knowledge ecosphere in the country.

**1.4** The possible activities of cooperation related to **[Group]** may include:

- a) Exchange of information and data sharing
- b) Undertaking capacity building and research projects aligned to the AB-NHPM.
- c) Exchange of visits of suitable personnel for participation in agreed joint activities

- d) Other forms of cooperation which may be mutually agreed upon falling within the scope of this MoU.

## **ARTICLE 2: MODE OF COOPERATION**

2.1 The specific activities to be undertaken under this MoU will be mutually agreed upon between the Parties from time to time for which the Parties shall enter into task-specific agreements. as and when needed. Such task specific agreements shall include financial commitment by the NHA, if required, for delivering the specific tasks.

2.2 Actions that may lead to task-specific agreement shall be as follows:

- a. As and when needed the NHA shall issue specific call for proposals with detailed descriptions of support needed and tasks thereof.
- b. The Institutional Partner shall respond to the call for proposals by submitting budgeted proposals as per the prescribed guidelines and formats.
- c. The NHA shall review the proposal and the budget and hold discussions and negotiations on the budgeted proposal.
- d. Subject to mutual agreement between the Parties on the proposal and the budget, the Parties shall enter into a task-specific agreement.

2.3 The working relationship and mode of cooperation and collaboration between the Parties for such specific tasks shall be guided by the terms and conditions set forth in such task-specific agreements.

2.4 **Data Sharing Policy and Publication Rights:** The Institutional Partner undertakes to perform the assignments/ activities under this MoU with highest standards of professional, ethical competence and integrity. Any public dissemination of content of any report, data and information collected during any activity implemented within this MOU or under any specific task agreements pursuant to this MOU, could be carried out by the Institutional Partner only after seeking prior approval from NHA.

2.5 The Institutional Partner hereby acknowledges and agrees that it shall not withhold any results, research findings (positive or negative) from the NHA. Besides, the Parties shall observe and maintain confidentiality of data as follows:

- a) The Institutional Partner shall not share designated Confidential Information with any other third party or in the public domain without the prior written consent of the NHA. However, such information may be disclosed or divulged to those affiliates, officers, employees or consultants who are working on the objectives of the MoU and have reasonable need to know the information for the purposes of the specific assignment.
- b) The partner Institutions would be permitted to use the data provided by NHA or collated for the purposes of the specific assignments. However, the findings and/ or

recommendations brought out in the reports of Partner Institutions would be deemed to be the views of the Institution and not those of the NHA and / or the MoHFW or any other government instrumentality, unless specific prior approval of the same is given by NHA in writing.

- c) Data/information can be shared among partner institutions with prior approval of NHA. No Institution/ organisation will claim ownership of data/information received from its partners under *Samvardhan*. They will merely be permitted to use the data for purposes of *Samvardhan*, and making summaries and reports.

### **ARTICLE 3: DURATION**

3.1 This MoU shall come into force on the date of signing this MOU between the Parties and shall remain in force for a period of ..... year(s) i.e. up to.....20xx or until the expiry of any specific task agreement entered into the Parties pursuant to this MOU, whichever is later.

3.2 The Parties may further extend the MoU on mutual written agreement.

### **ARTICLE 4: NO FINANCIAL COMMITMENT AND LIABILITY**

4.1 Institutional Partner hereby agrees that under this MOU it shall have no right to any financial commitment from the NHA and the NHA shall have no financial obligations.

4.2 Parties hereby agree that all financial commitments shall be specific to agreed tasks based on specific Terms of Reference that shall be mutually agreed upon in task-specific agreement entered by and between both the Parties pursuant to this MOU.

4.3 The Institutional Partner hereby acknowledges that this MOU is an expression of interest among the Parties to work together on mutually agreed upon areas and does not bind and oblige the NHA to issue task-specific agreements to the Institutional Partner.

### **ARTICLE 5: TERMINATION**

5.1 This Memorandum of Understanding can be terminated by either party by giving a notice of one month, provided there are no task-specific agreements between the Parties that remains valid and in force.

5.2 On termination or expiry of this MOU, the partnering Institution shall return the prescribed documents, data, other material and/ or unspent grants, if any to NHA.



## ARTICLE 6: DISPUTE SETTLEMENT

- 6.1. Any dispute, difference or controversy of whatever nature arising between the Parties in any way connected with this MoU or in regard to the interpretation of the context hereof shall be resolved through mutual consultations and negotiations between the Parties.
- 6.2. Any grievance, Dispute or Difference, if not settled amicably between the Parties shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the Arbitration & Conciliation Act (Amendment) Act, 2015, as further amended from time to time.
- 6.3. The dispute shall be referred at the option of either party to the arbitration of any arbitrator mutually agreed upon and in default of such mutual agreement to an arbitrator nominated by the NHA.
- 6.4. The place of arbitration shall be New Delhi only.
- 6.5. Either Party shall have the right to seek legal recourse in the event that the arbitration proceeding fails.

Made at \_\_\_\_\_ on this day of \_\_\_\_\_ 2018, in two originals in English language.

IN WITNESS WHEREOF the authorized representatives of the Parties hereto have signed this MoU.

Witness (1)

1) Authorised signatory, NHA

Name:

Designation:

Witness (2)

(2) Authorised signatory, [Name of party]

Name:

Designation:

### **Schedule 1 to the MOU:**

*Insert Scope of the Focus Area for which this MOU is being signed.*

## Annex 2 Task specific agreement with Institutional partners

**THIS AGREEMENT** is made and entered into at [●]<sup>2</sup> on this [●]<sup>3</sup> day of [●]<sup>4</sup>, [●]<sup>5</sup> by and between:

**National Health Agency (NHA)** acting on behalf of the Ministry of Health and Family Welfare, Government of India, having its office at [●]<sup>6</sup> (hereinafter referred to as the “NHA”), which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns;

AND

[●]<sup>7</sup>, registered as [●]<sup>8</sup> having registration number and **having** its office at [●]<sup>9</sup> (hereinafter referred to as the “Institutional Partner”);

The NHA and the Institutional Partner shall hereafter be collectively referred to as “the Parties” and individually as “a Party”.

### WHEREAS:

- A. The Ministry of the Ministry of Health and Family Welfare, Government of India (MoHFW) has launched the Ayushman Bharat – National Health Protection Mission (hereinafter referred to as the “**AB-NHPM**”), a health financing scheme for the identified poor and vulnerable families across the States and Union Territories of the country.
- B. The MoHFW has delegated the responsibility of coordinating and managing the implementation of AB-NHPM to the NHA.
- C. To support the implementation of the AB-NHPM, the NHA has conceptualized an initiative titled ‘**Samvardhan**’ as a strategy towards augmenting its resources and capacities for implementing the AB-NHPM. *Samvardhan* aims to (i) promote knowledge sharing; (ii) improve capacity of key stakeholders in Central as well as State governments; and (iii) conduct research and evaluation to support monitoring and implementation of AB-NHPM in the country.
- D. Under the *Samvardhan*, the Parties has entered into a Memorandum of Understanding (MOU) dated [●]<sup>10</sup> for collaboration in the area of [●]<sup>11</sup> and pursuant to the MOU the NHA

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<sup>2</sup> Insert name of the capital city of the State for which this Agreement will be signed.

<sup>3</sup> Insert the calendar date on which this Agreement will be signed.

<sup>4</sup> Insert the name of the month in which this Agreement will be signed.

<sup>5</sup> Insert the calendar year in which this Agreement will be signed.

<sup>6</sup> Insert full address of the NHA.

<sup>7</sup> Insert name of the Institutional Partner.

<sup>8</sup> Insert registration type: society / trust / company / etc.

<sup>9</sup> Insert registered address of the Institutional Partner.

<sup>10</sup> Insert date of signing the MOU between the Parties.

<sup>11</sup> Insert the focus area of collaboration as stated in the MOU.

had invited the Institutional Partner to submit a budgeted proposal titled [●]<sup>12</sup> as per the Terms of Reference (TOR).

- E. In response to the TOR and request for proposal from the NHA, the Institutional Partner submitted its proposal expressing its willingness and capacity to deliver the tasks set forth in the TOR.
- F. After evaluation of Institutional Partner's proposal, the NHA has accepted the said proposal.

**NOW THEREFORE** in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy whereof is hereby acknowledged, and intending to be legally bound hereby, the Parties agree on the following terms and conditions as set out below:

### **ARTICLE 1: DEFINITION AND INTERPRETATIONS**

**1.1** The following words and expressions used in this Agreement and beginning with capital letters shall, unless the context otherwise requires, have the meaning ascribed to them below.

- a. **Agreement** shall mean this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.
- b. **Applicable Laws** shall mean all laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws which are in force and effect, or may be amended from time to time, as on the date hereof and which may be promulgated or brought into force in the territory of India, including judgments, decrees, injunctions, writs or orders of any court, as may be in force and effect, during the subsistence of this Agreement and applicable to the Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect on the date of this Agreement and during the subsistence thereof.
- c. **Applicable Permits** shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Construction, operation and maintenance of the Project during the subsistence of this Agreement.
- d. **Cure Period** shall mean the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall: (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice; (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement.
- e. **Defaulted Party** shall have the meaning as set forth in Clause 13.1.

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<sup>12</sup> Insert title of the proposal / TOR.

- f. **Financial Year** shall mean the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year; or any duration specified by a Government of India notification which amends the period of accounting year or the financial year;
- g. **Government Confidential Information** shall have the meaning as set forth in Clause 8.1.
- h. **Grant year** refers to a period of 12 calendar months from the date of signing this Agreement and start of the grant duration.
- i. **Grant-in-aid** shall mean the financial assistance provided by the NHA to the Institutional Partner for delivering the services set forth in Schedule 1.
- j. **Material Adverse Effect** shall mean the circumstances that may have an effect on (a) the ability of the Institutional Partner to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement, and / or (b) frustrate the legality, validity, binding nature or enforceability of this Agreement.
- k. **Material Breach** shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the delivery of services under the Project, implementation of the Project or on any part of the Project Facilities, and which such Party shall have failed to cure.
- l. **Proposal** refers to the documents submitted by the Institutional Partner to the NHA in response to the call for proposals which has been accepted by the NHA and led to this Agreement between the NHA and the Institutional Partner.
- m. **Rectification Period** shall have the meaning as set forth in Clause 10.6.
- n. **Samvardhan** shall have the meaning as set forth in Recital C.

**1.2** In this Agreement, unless the context otherwise requires:

- a. References to Applicable Laws, shall include all the laws, acts, ordinances, rules, regulations, bye laws, notifications, guidelines, which have the force of law in the territory of India and as, from time to time, may be amended, modified, supplemented, extended or re- enacted.
- b. The words importing singular shall include plural and vice versa.
- c. References to a 'person' shall be construed as reference to a natural person, partnerships, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity) and shall include successors and assigns.
- d. The headings and sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.
- e. The words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases.

- f. Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively as per the Gregorian calendar and all references to any period of time shall mean a reference to that according to the Indian Standard Time.
- g. All references to a "business day" shall be construed as a reference to a day (other than a Sunday) on which nationalized banks in the State of [●]<sup>13</sup> are generally open for business.
- h. The Schedules to this Agreement form an integral part of this Agreement.
- i. References to recitals, articles, sub-articles, sections, clauses, sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, articles, sub-articles, sections, clauses and Schedules of this Agreement.
- j. Any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement, from or by any Party, shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party and not otherwise.
- k. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates, provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day.

## **ARTICLE 2: SCOPE OF WORK UNDER THIS AGREEMENT**

- 2.1 Under this Agreement the Institutional Partner shall undertake all tasks and deliver all services as set forth in **Schedule 1** of this Agreement "Detailed Terms of Reference".
- 2.2 The Institutional Partner shall perform such other obligations which are incidental to or necessary for the performance of any or all the obligations of the Institutional Partner as per Schedule 1 and the terms and conditions of this Agreement.

## **ARTICLE 3: COMING INTO FORCE AND DURATION**

- 3.1 This Agreement shall come into force on the date of signing this Agreement and shall remain valid until [●]<sup>14</sup>
- 3.2 The Institutional Partner may request for a no-cost extension of the Agreement, if there are delays in submitting the deliverables as per Schedule 1 for reasons beyond its reasonable control. The decision to provide a no-cost extension shall vest solely with the NHA.

## **ARTICLE 4: FINANCIAL TERMS AND CONDITIONS**

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<sup>13</sup> Insert name of the state where the Project will be implemented.

<sup>14</sup> Insert the date of expiry of this Agreement.

- 4.1 In lieu of services rendered by the Institutional Partner under this Agreement, the NHA shall offer a maximum grant-in-aid to the Institutional Partner equivalent to [●]<sup>15</sup> details of which are set forth in **Schedule 2**.
- 4.2 The NHA shall transfer grant-in-aid in instalments linked to milestones as set forth in the payment schedule in **Schedule 2**.
- 4.3 The Institutional Partner shall, on completion of each milestone, raise a payment request to the NHA along with documentary evidence as set forth in **Schedule 2** for release of payments.
- 4.4 After verification of documentary evidence within 21 days of the receipt of the payment request, the NHA shall transfer eligible grant-in-aid payments through net banking to the designated bank account of the Institutional Partner details of which are furnished **Schedule 3**.
- 4.5 All payments shall be subject to tax deduction at source, if applicable.
- 4.6 The Institutional Partner shall submit quarterly utilization statements under the Grant duly certified by its statutory auditor.
- 4.7 The NHA shall, either directly or through its appointed third-party auditor(s), have the right to audit those accounts and financial records of the Institutional Partner that pertain to the grant-in-aid under this Agreement.

## **ARTICLE 5: MONITORING**

- 5.1 The NHA shall set up a committee to monitor the performance of the Institutional Partner under this grant.
- 5.2 The Secretariat for [●]<sup>16</sup> under the *Samvardhan* initiative of the NHPM shall be responsible for overall monitoring of the grant performance.
- 5.3 Through monitoring, the NHA shall ensure that the Institutional Partner is complying to the tasks and deliverables within the timelines set forth in **Schedule 1**.
- 5.4 The Institutional Partner shall be obliged to provide all cooperation to the NHA and / or its consultants / third party agencies for monitoring which may include providing access to records and documents related to tasks under this Agreement.
- 5.5 The Institutional Partner hereby agrees that it shall present itself before the National Steering Committee of the *Samvardhan* initiative or any other committee / forum as specified by the NHA for presenting its progress and performance and the recommendations of such committees shall be binding on the Institutional Partner.
- 5.6 The NHA shall ensure that all feedback to the Institutional Partner that pertain to its performance under this Agreement shall be in writing and the Institutional Partner hereby agrees to respond to the feedback or take corrective measures as appropriate within the time frame prescribed by the NHA in such feedback and within fifteen (15) days of the receipt of the feedback if no such time frame is indicated.

## **ARTICLE 6: REPORTING OBLIGATIONS**

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<sup>15</sup> Insert the maximum grant-in-aid payable by the NHA to the Institutional Partner under this MOU in figures and words.

<sup>16</sup> Insert the name of the Secretariat under the *Samvardhan* initiative responsible for this Grant.

- 6.1 The Institutional Partner shall be obliged to submit the following reports to the NHA within the time frames set forth hereunder:
- a. Quarterly progress reports against the approved work plan to be submitted within fifteen (15) days of the end of the quarter.
  - b. Grant-end report or the completion report.
  - c. Quarterly utilisation certificates duly signed by the statutory auditor within forty-five (45) days of the end of the quarter.
  - d. Annual utilization certificate for the grant year duly signed by the statutory auditor within sixty (60) days of the end of the quarter.
  - e. Annual grant audit report for the financial year including detailed receipt and expenditure statement duly signed by the statutory auditor within sixty (60) days of the end of the quarter.
- 6.2 The Institutional Partner shall comply with the orders of the NHA from time to time regarding any change to be made to the format of any report or information required thereunder.
- 6.3 Notwithstanding the reporting requirements of this Article, the Institutional Partner shall provide an accurate, complete and up-to-date record, report or document in relation to any aspect of the grant implementation under this Agreement to the NHA as and when a request is made as soon as reasonably practicable and in any event within any time limit prescribed by the NHA for the production of such record, report or other document(s).

## **ARTICLE 7: DATA SHARING AND PUBLICATION RIGHTS**

- 7.1 The Institutional Partner undertakes to perform the assignments/ activities under this Agreement with highest standards of professional, ethical competence and integrity.
- 7.2 Any public dissemination of content of any report, data and information collected during any activity implemented within this Agreement shall be carried out by the Institutional Partner only after seeking prior approval from NHA.
- 7.3 The Institutional Partner hereby acknowledges and agrees that it shall not withhold any results, research findings (positive or negative) from the NHA.

## **ARTICLE 8: CONFIDENTIALITY**

- 8.1 Confidential Information defined:** During the duration of this Agreement the NHA may disclose to the Institutional Partner certain confidential, proprietary information OR the Institutional Partner may have or be given access to certain confidential, proprietary information of the MoHFW and / or the MHA and / or Government of India (collectively called “**Government Confidential Information**”). Unless otherwise excluded in this Agreement, Government Confidential Information shall mean any or all such information provided to the Institutional Partner, or to which the Institutional Partner has or is given access, in whatever form, verbal or otherwise, whether or not identified as “Government Confidential Information”, in whatever media, electronic or otherwise, and any other materials identified in writing as “Government Confidential Information”.

- 8.2 Non-Disclosure:** The Institutional Partner will not, without the prior written consent of the NHA, remove or disclose any Government Confidential Information to any third party, other than those of Institutional Partner's employees, directors and officers with a need to know for performance hereunder; and the Institutional Partner shall not use such Government Confidential Information other than for the purposes of this Agreement.
- 8.3** The Institutional Partner agrees that all Government Confidential Information will be held in strictest confidence by the Institutional Partner and that such Government Confidential Information will not be copied, reproduced or altered either in whole or in any part by any method whatsoever, unless agreed upon in writing by the NHA.
- 8.4** The Institutional Partner shall cause its employees, officers, directors, sub-contractors to whom the Government Confidential Information is disclosed to be informed of and agree to be bound by the restrictions upon disclosure and use of Government Confidential Information as contained in this Agreement.
- 8.5 Exceptions:** The term "Government Confidential Information" shall not apply to information that:
- a. Has been legally in the recipient party's possession prior to disclosure by the disclosing party and is not subject to any disclosure obligations.
  - b. Has become a part of public domain through no fault of the recipient party.
  - c. Has been developed subsequent to, and independent of, disclosure to the recipient party.
  - d. Has been released in writing by the disclosing party so that the recipient party may make public disclosure, or is otherwise deemed by the disclosing party, in writing, to be no longer confidential.
- 8.6 Required disclosure:** Notwithstanding anything to the contrary in this Clause, if the recipient party learns that it is or may be required by any applicable court order, law or regulation to disclose any confidential information, then recipient party shall: (i) as promptly as possible after learning of a possible disclosure requirement, and in any case prior to making disclosure, notify disclosing party of the disclosure requirement so that disclosing party or the appropriate party may seek a protective order(s) or other appropriate relief; (ii) provide such co-operation and assistance as disclosing party may reasonably request in any effort by disclosing party or the appropriate party to obtain such relief, and (iii) take reasonable steps to limit the amount of Confidential Information so disclosed and to protect its confidentiality.
- 8.7 Injunctive relief:** The Institutional Partner acknowledges that breach of any provisions of this **Article 8** or disclosure of other information which, at law or in good conscience, ought to remain confidential, will give rise to irreparable injury to the NHA. Accordingly, the NHA or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies, which may be available. The Institutional Partner hereby acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate social interests of the NHA / MoHFW and the Government of India and are reasonable in scope and content.
- 8.8 No license:** Nothing contained in this Agreement shall be construed to grant to the Institutional Partner any right or license under any Intellectual Property Right of Government. "Intellectual Property Rights" shall mean copyright rights (including, without limitation, the exclusive right to



use, make recordings of, reproduce, modify, adapt, edit, enhance, maintain, support, market, sell, rent, sell for rental, sublicense, distribute copies of, publicly and privately display and publicly and privately perform, exploit, exhibit, the copyrighted work and to prepare derivative works), copyright registrations and applications, trademark rights (including, without limitation, trade names, trademarks, service marks and trade dress) trademark and service mark registrations and applications, patent rights (including without limitation the exclusive right to make, use and sell), patent registrations and applications, trade secrets, moral rights, author's rights, right of publicity, contract and licensing rights, rights in packaging, goodwill and other intellectual property rights, as may exist now and / or hereafter come into existence, and all renewals and extensions thereof.

**8.9 Return of Confidential Information:** Upon the earlier of (i) a request of the disclosing party; or (ii) the expiration or termination of this Agreement, the recipient party will return all Confidential Information, in whatever form or media, retaining no copies of the same in any form whatsoever. The recipient party's obligations hereunder regarding Confidential Information shall survive the return of such Confidential Information or termination of this Agreement or completion of the Services.

**8.10 Termination of Agreement:** In the event the Institutional Partner, its officers, directors, employees or a sub-contractor commits breach of this **Article 8**, it will be deemed as material breach of this Agreement and the NHA shall have the right to invoke the termination clauses as per the provisions set forth in **Article 9**.

#### **ARTICLE 9: FORCE MAJEURE**

**9.1** In the event of force majeure that is, an event not in existence on the start date of this Agreement and that is beyond the reasonable control and without the fault of either of the Parties, such as an act of God, natural or man-made disaster, strike, epidemic, lockout, foreign or civil war, quarantine restrictions or any other similar event, NHA may be entitled to terminate this Agreement or any part thereof if the performance of the Services is prevented or significantly impaired by such force majeure event.

**9.2** The NHA may consult the Institutional Partner on all such decisions but shall have the sole authority to take final decisions in this regard.

**9.3** In the event of such a termination, the Institutional Partner shall be entitled to payments for tasks completed prior to termination, in accordance with this Agreement.

#### **ARTICLE 10: EVENTS OF DEFAULT**

**10.1 Institutional Partner Default:** In the event that any of the defaults specified below shall have occurred, and the Institutional Partner fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of sixty (60) days, the Institutional Partner shall be deemed to be in default of this Agreement (a " Institutional Partner Default"), unless the default has occurred solely as a result of any breach of this Agreement by the NHA or due to Force Majeure. The defaults referred to herein shall include:

- a. Delay of forty-five (45) days or more in submitting the reports as set forth in Article 6.

- b. Delay of forty-five (45) days or more in submitting the deliverables within the timelines set forth in Schedule 1, unless the time frame of such deliverables have been extended and mutually agreed upon in writing by both the Parties.
- c. Breach of any of the provisions of confidentiality clauses as set forth in Article 8.

10.2 **NHA Default:** In the event that any of the defaults specified below shall have occurred, and the NHA fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of sixty (60) days, the NHA shall be deemed to be in default of this Agreement (a "NHA Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Institutional Partner or due to Force Majeure. The defaults referred to herein shall include:

- a. Delay of sixty (60) days or more in releasing eligible payments to the Institutional Partner under this Agreement as set forth in **Article 4 and Schedule 2**.

10.3 Upon occurrence of either Party's Event of Default, the other Party shall, without prejudice to any other rights and remedies available to it under this Agreement or law, have the following right to seek recourse to the Dispute Resolution provisions as laid down in **Article 11** of this Agreement.

10.4 The aggrieved Party shall formally intimate the other Party about the Event of Default along with explanation and evidence for the same also indicating the consequences it may have on Project by sending a fourteen (14) days' notice from the day of knowledge of such Event of Default.

10.5 Following the receipt of such a notice, the Parties shall endeavour to arrive at a reasonable and amicable solution to arrive at an agreement for rectifying the Event of Default within the shortest possible time mutually agreeable to the Parties concerned and documented in writing duly signed by the authorized representatives of both the Parties.

10.6 The period mutually agreed upon as described in Clause 10.6 for rectifying the Event of Default to the mutual satisfaction of all the Parties shall be called the **Rectification Period**.

10.7 The Parties shall continue to perform their respective obligations and duties during the Rectification Period with the objective that Services under the Project are not disrupted in any manner whatsoever, failing which the Party in breach shall compensate the other Party for all such loss and damages on account of such breach.

10.8 Either party shall have the right to initiate termination proceedings pursuant to the other Party's Events of default.

10.9 As such termination proceedings and termination payments shall be as per the provisions set forth in Article 12.

## **ARTICLE 11: DISPUTE RESOLUTION**

11.1 Any dispute, difference or controversy of whatever nature arising between the Parties in any way connected with this Agreement or in regard to the interpretation of the context hereof shall be resolved through mutual consultations and negotiations between the Parties.

11.2 Any grievance, Dispute or Difference, if not settled amicably between the Parties shall be referred to the National Steering Committee (NSC) under the *Samvardhan* initiative and the NSC shall resolve the dispute within thirty (30) days of the matter referred to it.

- 11.3 If the NSC is unable to resolve the dispute within the time frame set forth in Clause 11.2 or if the aggrieved Party is not satisfied with the decision of the NSC, it may refer the dispute for arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the Arbitration & Conciliation Act (Amendment) Act, 2015, as further amended from time to time.
- 11.4 The dispute shall be referred at the option of either party to the arbitration of any arbitrator mutually agreed upon and in default of such mutual agreement to a sole arbitrator nominated by the NHA.
- 11.5 The place of arbitration shall be New Delhi only.
- 11.6 Either Party shall have the right to seek legal recourse in the event that the arbitration proceeding fails.
- 11.7 If a judicial proceeding is brought by either Party to resolve a dispute that is subject to arbitration hereunder, or to challenge an arbitral award rendered hereunder, the defendant in that proceeding if it prevails, will be awarded its costs and reasonable attorney fees.

## **ARTICLE 12: REPRESENTATION AND WARRANTIES**

- 12.1 The Institutional Partner represents and warrants to the NHA that:
- a. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the tasks contemplated hereunder.
  - b. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
  - c. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under any of the terms of the Institutional Partner's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected.
  - d. There are no actions, suits, proceedings or investigations pending against the Institutional Partner or against any of the Directors on the Board of the Institutional Partner known to the Institutional Partner and threatened against it at law or in equity before any Court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Institutional Partner's Event of Default or which individually or in the aggregate may result in Material Adverse Effect.
  - e. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect.
  - f. No representation or warranty by the Institutional Partner contained herein or in any other document furnished by it to the NHA in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
  - g. No bribe or illegal gratification has been paid or will be paid in cash or kind by or on

behalf of the Institutional Partner to any person to secure this Agreement.

- h. Without prejudice to any express provision contained in this Agreement, the Institutional Partner acknowledges that prior to the execution of this Agreement, the Institutional Partner has, after a complete and careful examination, made an independent evaluation of the TOR and call for proposals by the NHA and the information provided by the NHA, and has determined to its satisfaction the nature and extent of risks as are likely to arise or may be faced by the Institutional Partner in the course of performance of its obligations hereunder.
- i. The Institutional Partner also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the NHA or the MoHFW shall not be liable for the same in any manner whatsoever to the Institutional Partner.

12.2 The NHA represents and warrants to the Institutional Partner that:

- a. The NHA has full power and authority to grant the rights and authority under this Agreement.
- b. The NHA has taken all necessary actions to authorise the execution, delivery and performance of this Agreement.
- c. This Agreement constitutes the NHA's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

12.3 If any of the representations or warranties made / given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

12.4 Failure to notify change within fifteen (15) days of its occurrence shall be deemed as Material Breach of the provisions of this Agreement.

### **ARTICLE 13: TERMINATION**

13.1 Without prejudice to any other rights or remedies which the Parties may have under this Agreement, upon occurrence of one Party's Default ("**Defaulted Party**") as per the provisions of Article 10, the other Party shall be entitled to terminate this Agreement by issuing a termination notice to the defaulted Party; provided that before issuing the termination notice, the concerned Party shall by a notice inform the Defaulted Party of its intention to issue such termination notice and grant fifteen (15) days to the Defaulted Party to make a representation, and may after the expiry of such fifteen (15) days, whether or not it is in receipt of such representation, issue the termination notice.

13.2 Notwithstanding anything to the contrary contained in this Agreement, any termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages and other rights and remedies, which it may have in law or contract.

## ARTICLE 14: EXPIRY OF AGREEMENT

14.1 This Agreement between the NHA and the Implementing Partner shall be deemed to have been expired at the end of the duration as stated in Clause 3.1, unless the duration of this Agreement has been mutually extended by the concerned Parties and such decision has been recorded, issued as an amendment to this Agreement and mutually signed by both the Parties.

## ARTICLE 15: MISCELLANEOUS

15.1 **Amendment:** This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties and evidenced in writing.

15.2 **Notices:** Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below<sup>17</sup>:

If to the NHA:

[Insert name and address]

Phone No.

Fax No.

Email:

If to the Institutional Partner:

[Insert name and address]

Phone No.

Fax No.

Email:

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- a. In the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address.

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<sup>17</sup> Insert complete contact details for the purposes of all communication under this Agreement.

- b. In the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

15.3 **Severability:** If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable; the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable.

15.4 **Media Policy:** Under any circumstances, whatsoever, the Institutional Partner shall not have any right to speak to any media, print, electronic or otherwise, on any aspect related to the scope of work rendered thereunder, without prior written consent from the NHA, which the NHA shall have the right to deny at its sole discretion. If approached by any media, the Institutional Partner shall refer such media personnel and requests to the NHA and with immediate effect update the NHA in writing of such requests received.

15.5 **Jurisdiction:** This Agreement shall be governed by the laws of India. Further, only the Courts in New Delhi shall have jurisdiction to try all disputes and matters arising out of and under this Agreement, after reference to Arbitration.

15.6 **Language:** All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language only.

15.7 **Entire Agreement:** This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

15.8 **Execution and Counterparts:** This Agreement shall be executed in two counterparts, on non-judicial stamp papers of Rs. [REDACTED] /- each, duly notarised by a notary. Each of the agreements when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

**SIGNED SEALED AND DELIVERED**

**SIGNED SEALED AND DELIVERED**

For an on behalf of the NHA  
Partner

For and on behalf of the Institutional  
Partner

Witness:

Witness:

**Schedule 1 Detailed Terms of Reference**

Background  
Objectives  
Detailed Statement of Work  
Personnel required  
Deliverables  
Timelines

**Schedule 2 Breakdown of Grant-in-aid**

Details breakdown of grant in aid  
Payment schedule and milestones

**Schedule 3 Bank Account Details of the Institutional Partner**

Name of the account:  
Account type: Savings / Current  
Name of the bank:  
Branch name:  
Address:  
IFSC / RTGC code: