



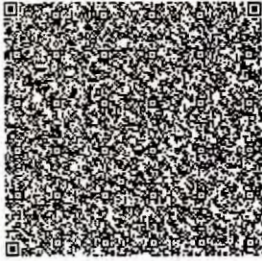
सत्यमेव जयते

## INDIA NON JUDICIAL

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### Memorandum of Understanding between Indian Council of Medical Research-National Institute of Occupational Health

And

### Public Health Foundation of India

This Memorandum of Understanding (MoU) is executed on this 11<sup>th</sup> day of February, 2019  
(hereinafter referred as 'the Execution Date') by and between

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*Sandip Bhad*

**Indian Council of Medical Research (ICMR)-National Institute of Occupational Health (NIOH)**, is the premier institute, under the aegis of the Indian Council of Medical Research (ICMR) under the Department of Health Research, Ministry of Health & Family Welfare, Govt. of India established in the year 1966 and is based at Meghani Nagar, Ahmedabad-380016, Gujarat. (Hereinafter referred to as '**ICMR-NIOH**' which expression shall unless be repugnant to context or meaning thereof shall mean and include its successors and assigns).

**And**

**Public Health Foundation of India**, a society registered under the Societies Registration Act, 1860 having its registered office at Unit No. 316, 3rd Floor, Rectangle-1 building, Plot No, D-4, District Centre, Saket, New Delhi – 110017, India, (hereinafter referred to as '**PHFI**' which expression shall unless be repugnant to context or meaning thereof shall mean and include its successors and assigns) as of Second Party.

**ICMR-NIOH and PHFI shall be individually known as a 'Party' and collectively as 'Parties'.**

**WHEREAS**

- I. ICMR- NIOH, is the premier institute, under the aegis of the Indian Council of Medical Research (ICMR) under the Department of Health Research, Ministry of Health & Family Welfare, Govt. of India established in the year 1966. The National Institute of Occupational Health (NIOH) has been established with the following objectives: To promote intensive research to evaluate environmental stresses/factors at the workplace; to promote the highest quality of occupational health through fundamental and applied research; to develop control technologies and health programs through basic and fundamental research and to generate human resources in the field.
- II. PHFI is a response to redress the limited institutional capacity in India for strengthening training, research and policy development in the area of Public Health. It is a public private initiative that was collaboratively evolved through consultations with multiple constituencies including Indian and international academia, state and central governments in India, multi & bilateral agencies and civil society groups in India. Today, the initiative enjoys substantial support in India and internationally.
- III. Based on mutual interests and goals, both parties hereby agree to sign this MoU for advancing a capacity building program for primary care physicians in occupational health management and therefore decides to enter in this MoU basis the terms and conditions given below.

**NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS UNDER: —**

**1. Objectives:**

- 1.1 Explore and implement joint opportunities to co-develop a **Management Development Program (MDP) on Occupational Healthcare Programs: Care & Compliance Perspective for Health Professionals (OHP-CAPH)** with a primary focus on primary health care delivery physicians and the allied health professionals to be trained in the field of occupational healthcare implemented in

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India. Following participation in training, the said health care delivery professionals are expected to take care of all sorts of locally prevalent occupational diseases, particularly those of workers of unorganized sectors as facility of this kind is non-existent in India at present.

**Both ICMR-NIOH & PHFI will be responsible for overall program in equal partnership with an aim to create a network of trained manpower for providing occupational health care services in every district of the country focusing more towards unorganized sector workers.**

## 1.2 Obligations and Rights of the PHFI:

- 1.2.1 PHFI will be exclusively responsible for marketing & organizing the series of training program for training to practicing primary care physicians (MBBS) and the allied health professionals [BAMS/BHMS/B.Sc Nursing/BDS/BOT/BPT/Emergency Medical Technicians] (hereinafter referred to as 'Participants'). The program will be delivered through eminent experts in the field of occupational healthcare and safety identified and selected by ICMR-NIOH & PHFI for a 3 day MDP conduction.
- 1.2.2 The ICMR-NIOH will work in collaboration with PHFI to develop, review and determine Course content and provide suggestions for change and improvement.
- 1.2.3 PHFI and ICMR-NIOH will jointly undertake the advocacy of the course over online media, conferences (national and international) and other platforms.
- 1.2.4 PHFI and ICMR-NIOH will jointly explore funding opportunities for the development and implementation of the course.
- 1.2.5 PHFI may enter into separate agreement with technical/academic/endorsing partners (Technical/Academic partners/ will be those who will contribute in developing and reviewing the course content and endorsing partner will be those who will contribute in endorsement as well) in consultation with ICMR-NIOH and on such terms and conditions as PHFI may decide.

## 1.3 Obligations and Rights of the NIOH:

- 1.3.1 ICMR-NIOH will act as a technical as well as an academic partner and in doing so will contribute in conceptualizing and developing the framework and the content for the proposed MDP.
- 1.3.2 Drafting of group activities for the proposed MDP.
- 1.3.3 Proposing and arranging the technical resource person for delivering the lectures in the contact session of the proposed MDP.
- 1.3.4 Participating in all the major meetings concerning the proposed MDP.
- 1.3.5 Providing ICMR-NIOH Logo in all the course material including participant certificate, course material and other IEC material.
- 1.3.6 PHFI and ICMR-NIOH will jointly undertake the advocacy of the course over online media, conferences (national and international) and other platforms.
- 1.3.7 PHFI and ICMR-NIOH will jointly explore funding opportunities for the development and implementation of the proposed MDP.

1.4 Where needed, develop project-specific arrangements of collaboration.



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- 1.5 Where appropriate, involve other potential stakeholders as necessary.
- 1.6 Above program will be extended to improve the occupational health scenario of other SARC countries in phased manner through the ministry of external affairs, WHO-SEARO, ILO etc.

## 2. TERM AND TERMINATION

This MoU shall come into effect upon signatures of both parties on the date set forth below and will remain in force for 5 years until either party wishes to withdraw by giving a notice of one (1) months in writing (hereinafter referred as "the Effective Date"). The MoU may be renewed based on mutual interest of the parties.

## 3. REPRESENTATIVES FOR THE PURPOSES OF THIS AGREEMENT

- a. PHFI's representatives for the purposes of this Agreement is: Dr. Haresh Chandwani, Public Health Specialist, PHFI ([hareshr.chandwani@phfi.org](mailto:hareshr.chandwani@phfi.org)) & Dr. Shivangi Vats, Program Manager, PHFI ([shivangi.vats1@phfi.org](mailto:shivangi.vats1@phfi.org))
- b. ICMR-NIOH's representative for the purpose of this Agreement is: Dr. Rakesh, Scientist-D, Division of Clinical Epidemiology, NIOH, ([balachandar.rakesh@gmail.com](mailto:balachandar.rakesh@gmail.com)).

## 4. FINANCIAL CONSIDERATIONS

This MoU is a Non-Financial document. The financial nature of later phases of the project will be decided as per its requirement, for which parties will enter into separate specific financial agreements.

## 5. CONFIDENTIALITY

During the tenure of the MOU, both the parties agree to respect confidentiality of any work or material provided to the other in confidence

## 6. FORCE MAJEURE

If during the tenure of the MOU any joint programs are delayed due to reason of Force Majeure nature such as acts of God, acts of public enemy, acts of government, fire, flood, strike, epidemic and civil commotion, the extension of the joint programs would be mutually decided.

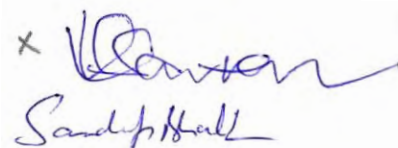
## 7. LIABILITY

Both parties carry their own individual liabilities/insurances to cover any claim of personal loss arising out of the joint programs or activities.

## 8. AMENDMENTS

8.1. Either Party may request in writing for a revision, amendment or modification of all or any part of this MOU.

8.2. Any revision, amendment or modification agreed to between the Parties shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this MOU.

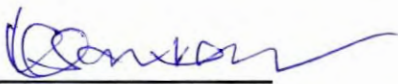
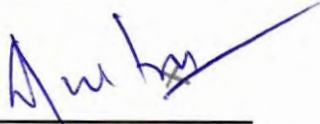
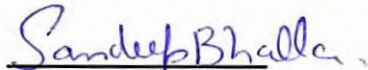


## 9. INTELLECTUAL PROPERTY RIGHTS

9.1. All work done by the Parties and Academic/Technical/Endorsing partners jointly under this MoU and all materials developed shall be considered as being specially created, developed, and produced by the Parties and Academic/Technical/Endorsing partners for the sole purpose of this MoU only. It is expressly agreed that the Parties and Academic/Technical/Endorsing partners shall have joint ownership rights over all intellectual property of work and materials developed, produced or created during the course of this MoU. This clause shall remain valid even after the termination or expiry of this MoU.

9.2. The Parties and Academic/Technical/Endorsing partners would seek each other's permission before assigning any Intellectual Property Rights to a third party.

### Signed and Sealed:

For ICMR-National Institute of Occupational Health (NIOH):	For Public Health Foundation of India (PHFI):
 <b>Dr. Kamalesh Sarkar,</b> Director, National Institute of Occupational Health	 <b>Prof. D. Prabhakaran</b> Vice President, Research & Policy   <b>Dr. Sandeep Bhalla,</b> Director, Training Public Health Foundation of India
Date:	Date: