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INDIAN COUNCIL OF  
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आई सी एम आर – राष्ट्रीय व्यावसायिक स्वास्थ्य संस्थान  
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य और परिवार  
कल्याण मंत्रालय, भारत सरकार

ICMR - National Institute of Occupational Health  
Department of Health Research, Ministry of Health  
and Family Welfare, Government of India

संख्या 1/परिपत्र/2025-26/ 399


May 16, 2025

**परिपत्र/CIRCULAR**

**Sub:** Implementation of NHA Card for IPD Treatment of Employees, Pensioners, and their Dependents -reg

In reference to the circular issued by ICMR vide dated 05.05.2025 regarding the implementation of the **National Health Authority (NHA) Card** for availing **In-Patient Department (IPD) treatment**, all employees, pensioners, and their eligible dependents of ICMR Institutes/Centres are hereby informed to go through the key points are mentioned as under:-

1. All employees and pensioners and their dependents not covered under CGHS are eligible to avail the cashless IPD treatment facility with NHA cards, through a monthly subscription fee or onetime payment by pensioners as prescribed for various pay levels to avail CGHS facility in OM No. S. 11011/11/2016-CGHS (P)/EHS dated 09<sup>th</sup> January 2017 of MoH&FW, GoI and as amended from time to time. NHA cards shall be issued digitally, once the individual data of the employees/pensioners and their eligible dependents get validated by NHA.
2. All employees may obtain referral for elective treatments from AMA/CGHS empaneled hospital or Institute nominated official, if any. In case of emergency treatment/admission of the beneficiaries, respective AMAs may authorize treatment within 12 hours of the estimate being raised by an empaneled CGHS/PM-JAY hospital through an online facility, which will be extended through the NHA IT platform.
3. OPD treatment is not covered under the NHA Card. The existing CS (MA) Rules shall continue to apply for reimbursement of OPD treatment expenses (including medicines), through the existing institutional mechanism.
4. Ward entitlement is not applicable in PM-JAY empaneled hospitals. Admissions will be based on hospital availability and not linked to pay level or entitlement class. However, in CGHS empaneled hospitals, ward entitlements (i.e General, Semi-private and private rooms), as per the GoI guidelines is applicable.

  
(राहुल वाधवानी/Rahul Wadhvani)  
प्रशासनिक अधिकारी/Admn. Officer

प्रति/To:  
Notice Board

Copy to:

1. OIC, ROHC(S), Bangalore- for circulation pls.
2. Dr. L K Sharma, Head (IT Div)-with a request to upload on ICMR-NIOH website



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कल्याण मंत्रालय, भारत सरकार

Indian Council of Medical Research  
Department of Health Research, Ministry of Health  
and Family Welfare, Government of India

No. 16/39/2020/Admn.II(Part I)

Date 05.05.25

**CIRCULAR**

**Sub: National Health Authority (NHA) Card for IPD Treatment for Employees and Pensioners and their dependents of ICMR Institutes/Centres – reg.**

This is to inform to all concerned that the Indian Council of Medical Research (ICMR) is extending the National Health Authority (NHA) card facility for IPD treatment for employees and pensioners and their eligible dependents of non-CGHS covered ICMR Institutes/Centres and their attached units, under the framework of the National Health Authority (NHA).

The following operational guidelines are issued for effective implementation:

1. All employees and pensioners and their dependents of ICMR Institutes/Centres and their attached units, not covered under CGHS, are eligible to avail the cashless IPD treatment facility with NHA cards, through a monthly subscription fee or onetime payment by pensioners as prescribed for various pay levels to avail CGHS facility in OM No.S. 11011/ 11/2016-CGHS (P)/EHS dated 09th January 2017 of MoH&FW, GoI and as amended from time to time. NHA cards shall be issued digitally, once the individual data of the employees/pensioners and their eligible dependents get validated by NHA.
2. Concerned ICMR Institute/Centres may engage/ nominate CGHS Authorized Medical Attendant(s) (AMAs) for referral of eligible beneficiaries/NHA card holders, under the scheme, for elective treatment. In case of emergency treatment/admission of the beneficiaries, respective AMAs may authorize treatment within 12 hours of the estimate being raised by an empaneled CGHS /PM-JAY hospital through an online facility, which will be extended through the NHA IT platform.
3. Processing of Medical Bills:
  - o All Sr. ACOs and ACOs of ICMR Headquarters and Institutes shall be responsible for passing medical bills, received online, through NHA IT platform on FIFO basis.
  - o All the Scientists having Medical and Dental background will be nominated as verification and Sanctioning Authority for medical bills up to ₹3.00 lakhs, through the NHA IT platform.
  - o For bills above ₹3.00 lakhs, these shall be verified/sanctioned by the concerned Medical/Dental officer and forwarded to the ADG (F), ICMR HQ for further processing in the NHA IT platform.
4. All Institutes/Centres are requested to nominate two officials, preferably an Administrative Officer (AO) and dealing Section Officer/Assistant, to serve as Nodal Officer for coordination and implementation of this scheme.
5. OPD treatment is not covered under the NHA Card. The existing CS (MA) Rules shall continue to apply for reimbursement of OPD treatment expenses (including medicines), through the existing institutional mechanism.
6. Ward entitlement is not applicable in PM-JAY empanelled hospitals. Admissions will be based on hospital availability and not linked to pay level or entitlement class. However, in CGHS empanelled hospitals, ward entitlements (i.e., General, Semi-private and Private rooms), as per the GoI guidelines is applicable.

All Institutes/Centres are directed to disseminate this information, widely among eligible beneficiaries and ensure timely nomination of the required officials.

For any clarification, the Institutes may refer to the MoU between NHA & ICMR which is enclosed herewith.

This issues with the approval of the Competent Authority.

Digitally signed by  
JAGDISH RAJESH  
Date: 14-05-2025  
10:14:15

Jagdish Rajesh  
Assistant Director General(Admin)

**Distribution**

1. PS to DG/Additional DG/Sr. DDG(A)/Sr. FA, ICMR
2. Directors of all Institutes/Centres
3. DDG(A)/ADG(A)/ADG(F), ICMR

**Memorandum of Understanding (MOU)**

**Between**

**National Health Authority  
Government of India**

**and**

**Indian Council of Medical Research, Department of Health Research  
Ministry of Health and Family Welfare  
Government of India**

**For**

**Providing access of health care providers under  
Ayushman Bharat: Pradhan Mantri Jan Arogya Yojana (PM-JAY) to  
Indian Council of Medical Research (ICMR) Beneficiaries**



This Memorandum of Understanding (hereinafter referred to as "MoU") is made at 07<sup>th</sup> Day of March 2024 "Effective Date" at New Delhi, India.

By and Between

National Health Authority, is an authority established for implementation of Ayushman Bharat Pradhan Mantri Jan Arogya Yojana- AB-PMJAY via gazette notification dated 5<sup>th</sup> March 2019, as an attached office of the Ministry of Health and Family Welfare having its office located at Jeevan Bharti Building, 9<sup>th</sup> Floor, Tower 1, Janpath, Connaught Place, New Delhi 110001 represented by **Dr Kiran Gopal Vaska, Director IT, Policy and Co-ordination** (hereinafter referred to as "NHA/Authority");

AND

Indian Council of Medical Research is one of the oldest medical research bodies in the world. It functions through its 26 Institutes/ Centres across the country and Headquarters at New Delhi, represented by **Ms. Manisha Saxena, Senior Deputy Director General (Administration)** (hereinafter referred to as "ICMR")

(Both the parties are hereinafter, collectively referred to as the "Parties" and individually as defined here in above and/or as Party)

WHEREAS

- A. NHA is constituted with an objective of providing overall vision and stewardship for design, roll-out, implementation and management of Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in alliance with state governments. AB-PMJAY is targeting over 10 crore poor and vulnerable beneficiary families. Thus, NHA is playing a critical role in fostering linkages as well as convergence of AB-PMJAY with health and related programs of the Central and State Governments.
- B. ICMR is an apex body for the formulation, coordination, and promotion of biomedical research in the country. Its major thrust areas are in the areas of Communicable disease, Reproductive and Child Health, Nutrition, Non-communicable diseases, Basic Medical Sciences, Traditional Medicine, and Tribal Health. ICMR operates through its Institutes/Centres and several field stations spread across the country.
- C. ICMR has taken a decision to avail the services of NHA in management of provision of health services to its serving employees, pensioners, and their dependents (ICMR Beneficiaries) including access to CGHS and ABPM-JAY empanelled hospitals for

providing health care services to the ICMR beneficiaries, in all the states, where CGHS and PM-JAY is operational. Efforts will also be made to provide services in non-AB PM-JAY States.

- D. National Health Authority (NHA), and ICMR have agreed to enter into this MoU to extend NHA's capacities for managing health care services for ICMR beneficiaries.
- E. The Parties have thus decided to enter into this MoU for achieving the objectives so envisaged.

NOW, THEREFORE, in consideration of the representations, mutual covenants and provisions set forth hereinafter, the Parties hereto agree as follows:

### **1. TERM AND TERMINATION:**

1.1. This MoU shall come into force on and from (Effective Date) and shall be valid till (such date) when either of the Parties decide to withdraw from it or when the Parties agree to terminate it as per terms stated below:

1.2. This MOU may be renewed by the parties on its termination (or its expiry date whichever is earlier) subject to terms and conditions as both the parties may agree.

1.3. Both Parties have the right to terminate the MOU by either of the options as listed hereunder:

- i. For Convenience: issuing a prior 90 days' written notice to the other Party.
- ii. For Cause: by providing 60 days prior notice in writing specifying the reason for termination, and such cause for termination shall be if either party commits a material breach of its obligations under this MoU.

1.4. Both the parties agree that termination by convenience or by cause shall not affect the ongoing treatment to the concerned beneficiaries.

1.5. The termination of this MoU will not affect validity or duration of any legally binding obligations of confidentiality, security, ownership of intellectual property rights etc. made under this MoU.

### **2. OBJECTIVE AND SCOPE OF THE MoU:**

Extending support for providing health care services to ICMR serving employees, retired pensioners and their dependents, through NHA's IT platform, including access to CGHS and AB PM-JAY empanelled hospitals, in all the states & UTs where CGHS and PMJAY is operational. Efforts will also be made to provide services in non- AB PM-JAY States too.

### **3. COST AND CONSIDERATION**

3.1. Extension of the healthcare services to ICMR serving employees, retired pensioners and their dependents will be financed by ICMR as per financial arrangements agreed between the parties as below:



- a. For operational purposes, ICMR would provide funds for the implementation of the scheme and ensure that funds shall not lapse at the end of the Financial Year for the continuity and predictability of timely payment towards treatment cost.
  - b. ICMR will be required to open an Escrow account and transfer an estimated amount in it as a onetime lumpsum for the implementation of this scheme. Funds will be used to meet the cost of treatment.
  - c. In addition to treatment cost, ICMR agrees to make payment to NHA for indirect expenditure including the administrative cost related to processing of claims. ICMR will be paying quarterly to NHA @ 2% of claim amount processed (includes claims rejected and claims approved & paid to empanelled hospitals). Any taxes, if applicable, has to be paid by ICMR over and above this. The indirect expenditure shall include, but not limited to, ISA fees, personnel, IT development and maintenance, capacity building & training, information education & communication, anti-fraud measures and monitoring & evaluation. In case more funds are required than the estimated 2% of claim amount processed (includes claims rejected and claims approved & paid to empanelled hospitals), the same shall be paid by ICMR to NHA on actual cost basis.
  - d. Actual financial estimates will be mutually decided based on the duration in the Financial Year. ICMR will ensure that the funds in this account shall not lapse at the end of the Financial Year to ensure continuity of the arrangement for the agreed duration.
  - e. The fund in Escrow account shall be utilized by from time to time to settle the claims and for indirect costs, respectively, in that duration. Any taxes, if applicable, must be paid by ICMR over and above this. In case the corpus is exhausted prior to the agreed duration, subsequent demand shall be placed by NHA with ICMR so that the operations continue smoothly and are not hampered for lack of funds.
  - f. Any fund remaining unspent after the expiry of the decided duration, may be used for further extension of the arrangement, or in way decided mutually between ICMR and NHA.
- 3.2. NHA shall facilitate administration and management of requests for beneficiary identification, pre authorizations, claims processing etc. through an Implementation Support Agency. Cost of undertaking/facilitating such activities for such processing will be borne by ICMR and paid to NHA mentioned in clause 3.1 of this MoU.
- 3.3. All re-imbursements/cashless treatment payments will be done by using the NHA-IT platform.
- 3.4. Beneficiary grievance redressal and monitoring mechanism will be as applicable to AB PMJAY scheme as per NHA guidelines. However, grievances related to eligibility under the scheme will be handled by the ICMR.

3.5. In case the beneficiary of scheme being sponsored by ICMR is also eligible under AB PM-JAY based on the eligibility criteria defined for SECC database or state specific scheme, such beneficiary will be eligible for benefits under the scheme sponsored by ICMR. The cost of healthcare services availed by such beneficiaries would be fully funded by ICMR.

3.6. The expenditure on the medical treatment of the ICMR beneficiaries, reimbursable by the ICMR through NHA, both CGHS and AB PM-JAY hospitals, will be met from the funds available in the Escrow account opened and maintained by ICMR. Further, ICMR will provide details of the dedicated escrow bank account for integrating with NHA's IT platform (TMS). This will facilitate electronic payments to HCOs offering cashless treatment to scheme beneficiaries.

3.7. The fund utilization in the above account may be audited by ICMR or any other agency authorised by ICMR on this behalf.

#### **4. ROLE AND RESPONSIBILITIES OF NHA**

4.1. The NHA shall be responsible for the following with respect to implementation of this MoU:

- a. Provide access to AB PM-JAY empanelled hospitals to all ICMR serving employees, their dependents and pensioners for secondary and tertiary treatment.
- b. Also provide access to ICMR serving employees, their dependents and pensioners to CGHS empanelled hospitals for availing cashless treatment at CGHS fixed rates. (In case the hospital is empanelled in both AB PM-JAY and CGHS, the payment shall be made as per CGHS rates). All the guidelines issued by CGHS from time-to-time along with rates of the procedures for different regions would be applicable in this scheme for CGHS hospitals.
- c. Empanel AB PM-JAY hospital for additional services covered under CGHS and CGHS hospitals at CGHS rates as applicable (as far as possible).
- d. Support in providing healthcare services like specialized OPD and diagnostics for ICMR serving employees, their dependents and pensioners who have been referred by ICMR health facility/Govt hospitals or any other facility as allowed by NHA.
- e. Provide IT platform with functional modules for identification of eligible beneficiaries, transaction and claim management for provision of all services under AB PM-JAY.
- f. Facilitate trainings related to IT systems and processes under the AB PM-JAY.
- g. Scrutiny of documentation and approval/rejections of pre-authorisation and claims up to CPD level.
- h. NHA will set up a dedicated cell to manage the implementation for scheme for ICMR beneficiaries as per the standard guidelines and manuals for the scheme.



i. Dedicated cell at NHA will leverage support from already functional divisions at NHA such as

- i. Operations department
- ii. State coordination
- iii. Finance management
- iv. Information Technology
- v. Fraud and Abuse control
- vi. Capacity building & training
- vii. Monitoring and evaluation
- viii. Hospital network and quality assurance
- ix. Information Education Communication
- x. Call Centre

j. NHA shall be responsible for providing IT support and other operational issues pertaining to scheme implementation. For claim processing and settlement, NHA would engage Implementation Support Agency(ies) (ISA/s), who shall be paid from funds provided by ICMR. ISA(s) will be responsible for the accuracy of the claims and any discrepancy regarding allowance/disallowance of claims will completely be with the ISA(s). NHA would be indemnified against any act of commission/ omission that occurs in bonafide discharge of responsibilities as per this MoU and shall not be held liable for any misconduct/bad decisions/ irregularities of ISA. Necessary clauses would be included in the agreement with ISA(s) for enabling check and balances against any arbitrary action of ISA(s). For avoidance of doubt, it is hereby clarified, that nothing in this MoU would curtail the rights of ICMR to take appropriate actions available to it under law against ISA for which NHA is indemnified, and NHA would extend reasonable assistance.

k. NHA shall not be liable for quality of care, medical negligence etc. issues arising out of care utilization at empanelled hospitals/facilities, the choice for availing treatment at specific hospital/facility lies with covered member.

l. NHA shall onboard ISA(s) for claim processing up to claim penal doctor (CPD) level, claim will be processed by the agents engaged by empanelled agencies. NHA shall not be liable for any act of commission and omission of agencies empanelled or its agents regarding processing of claims and sanctioning the payment for services provided under this MoU.

m. All other support as may be necessary for the overall implementation of the scheme.



## **5. ROLES AND RESPONSIBILITIES OF ICMR**

### **5.1. The ICMR shall be responsible for the following:**

- a. Support with IEC among all ICMR serving employees, their dependents and pensioners for generation of their e-cards and about the scheme benefits for availing treatment, when required.
- b. ICMR will provide necessary support to NHA, including sharing beneficiary data of serving employees, their dependents, and pensioners. Beneficiary identification will be the responsibility of ICMR. Also, it will be ensured that each beneficiary has updated Aadhaar card.
- c. ICMR agrees that Ayushman cards for the beneficiaries under this scheme can be created through empanelled hospitals. For card creation, each beneficiary would undergo eKYC process. ICMR will nominate officers as Level 1 approver and Level 2 approver for scrutinizing beneficiary's information captured during eKYC process and taking the final decision on the eligibility.
- d. ICMR agrees that all ICMR serving officials, dependents and pensioner beneficiaries will avail treatment under the AB PM-JAY, as per the NHA mandated package list, with standardized codes for procedure packages. However, NHA may propose any change in the package master for ICMR.
- e. Agree that in AB PM-JAY empanelled hospitals, same process for treatment of ICMR serving officials, pensioners and their dependents will be adopted as that is being used for AB PM-JAY beneficiaries. In CGHS empanelled hospitals, same process for treatment of beneficiaries will be adopted as that is being used for CGHS beneficiaries. In case of any additional non-medical facilities to be provided to ICMR beneficiaries, additional payment for the same shall be concurred and paid by ICMR.
- f. ICMR will provide necessary funds for the extension of the said services to its serving employees, their dependents, and pensioners as per mutually agreed financial arrangements. Further, ICMR will open dedicated escrow bank account and provide details for integrating with NHA's IT platform (TMS). This will facilitate electronic payments to HCOs offering cashless treatment to scheme beneficiaries.
- g. ICMR will nominate officer(s) for the Sanctioning Authority (SA) role, who will be responsible for scrutinizing and approving claims before forwarding them to the bank. For electronic payments, ICMR will arrange DSC with encryption and decryption key and then share the same with NHA for integration with the system.

h. Agree that ICMR serving employees, their dependents and pensioners can also get access to CGHS empanelled hospitals at CGHS defined rates. In case the hospital is empanelled in both AB PMJAY and CGHS, the payment shall be made as per CGHS rates.

i. In case of addition of packages, ICMR shall be responsible for providing the list of such packages along with terms & conditions for availing benefits under such package. New packages shall be decided in consultation with NHA.

i. ICMR, when requested by NHA or on its own, may provide policy level support to NHA for delivery of services under the scheme and claims settlement. ICMR will facilitate co-ordination with other ministries for effective implementation of the scheme.

ii. ICMR may put in place a system for scrutiny of high value claims, rejected claims, arbitration, and grievance redressal.

j. ICMR shall completely adopt the IT platform developed by NHA and share data related to these beneficiaries with NHA. Nothing in this clause shall prevent ICMR from sharing any additional information with NHA, as mutually agreed between parties to the MoU.

k. ICMR agrees to pay the complete cost of treatment of ICMR beneficiaries, based on the health benefit package rates defined by NHA in case of AB PM-JAY hospital and at the rate defined by CGHS in case of CGHS hospital. ICMR shall maintain appropriate funds based on the utilization trend so that the operation continues smoothly and are not hampered for lack of funds. ICMR will also fund the amount reimbursed to the beneficiaries using NHA's IT platform and Escrow account.

l. Along with the package cost, ICMR agrees to make payment to NHA for indirect expenditure including the administrative cost related to processing of claims. ICMR will be paying quarterly to NHA @ 2% of claim amount processed (includes claims rejected and claims approved & paid to empanelled hospitals). Any taxes, if applicable, has to be paid by ICMR over and above this. The indirect expenditure shall include, but not limited to, ISA fees, personnel, IT development and maintenance, capacity building & training, information education & communication, anti-fraud measures and monitoring & evaluation. In case more funds are required than the estimation @2% of claim amount processed (includes claims rejected and claims approved & paid to empanelled hospitals), the same shall be paid by ICMR to NHA on actual cost basis.



m. ICMR shall provide support to NHA's anti-fraud measures, especially those pertaining to an act committed by a covered member or his/her family members.

n. ICMR agrees to abide by NHA Information Security and Privacy Policy, as may be, amended from time to time, to the extent it is applicable in the context of this MoU.

o. ICMR will be responsible for any act, omission or commission on its part pertaining to breach in terms of this MOU. If any claim is made against the NHA, then the ICMR shall be held liable to discharge such liability/ claim and shall indemnify NHA against any such claims, wherein such claim has arisen due to any act and/or omission of ICMR only.

p. Parties shall mutually agree to Turn-around-Time for different services under the agreement.

q. ICMR may put in place a system for scrutiny of rejected claims, arbitration, and grievance management

r. ICMR agrees to make the payment of empanelled hospital claims from the escrow account opened and operated by ICMR and such amounts will be sanctioned by ICMR. The activities so managed by ICMR shall be suitably aligned with Transaction Management System (TMS) being maintained by NHA to ensure smooth transactions.

s. ICMR agrees to deduct and deposit applicable TDS including filing of tax returns for TDS deducted from the claim amount of the empanelled hospitals, including assessment and any other TDS related works. NHA will not be responsible for any tax matters relating to TDS.

## **6. REPRESENTATION AND WARRANTY:**

6.1. The Parties acknowledge that they have not and shall not in connection with this MoU, make or has made any payment or transfer anything of value, directly or indirectly for securing the arrangement under this MoU or any other matter relating to this MoU:

a. To each other, the other's employees, officers, managerial personnel or any person involved in the management and administration of each entity.

- b. To any person(s) who are the subject of the initiatives/collaboration stated in this MoU, including any Beneficiaries or their relatives, friends, people accompanying them, etc;
- c. To any governmental official or employee (including employees of a government corporation or public international organization) or to any political party or trainee for public office; or
- d. To any other person or entity if such payments or transfers would violate the laws of India.

6.2. The Parties further acknowledge that they have put in effective process to ensure working/compliance of the aforesaid arrangement.

6.3. Parties further represents and warrants that entering into this MoU for rendering obligations entailed in this MoU is not in conflict with any law or code of ethics or policy of governmental institution or any other local and/or applicable statutory laws.

## **7. CONFIDENTIAL INFORMATION**

7.1. Confidential information shall include all information or data, whether electronic, written or oral, relating to party's business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, this MOU/agreement and/or its contents, research and development, trade names, Personal Data, Sensitive Personal. Data, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages/ codes, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature, that is supplied by Disclosing Party (who discloses such information) to Receiving Party ( who is recipient of such information) or otherwise acquired/ accessed by the Receiving Party during the course of dealings between the Parties or otherwise in connection with the MoU.

"Personal Data" shall mean any data/information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available with, is capable of identifying such natural person and

"Sensitive Personal Data" shall mean personal data revealing, related to, or constituting, as may be applicable- (i) passwords; (ii) financial data; (iii) health data;(iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii)genetic data; (ix) transgender



status; (x) intersex status; (xi) caste or tribe; 6 (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.

**7.2. Exclusions to Confidential Information:** The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the Receiving Party
- b. If the information is disclosed by the Receiving Party with the Disclosing Party's prior written permission and approval.
- c. If the Receiving Party is- legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the Receiving Party gives prompt written notice of that fact to the Disclosing Party prior to disclosure so that the Disclosing Party may request a protective order or other remedy, the Receiving Party may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

**7.3. Obligation to Maintain Confidentiality:**

- a. Both the Parties agree to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this MoU.
- b. Confidential Information is and will remain the sole and exclusive property of the Disclosing Party and will not be disclosed or revealed by the Receiving Party, except (i) to other employees of the Receiving Party who have a need to know such information and agree to be bound by the terms of this MoU or (ii) with the Disclosing Party's express prior written consent.
- c. Upon termination of this MoU, Receiving Party will ensure that all Confidential Information including all documents, memoranda, notes and other writings or electronic records prepared by the Receiving Party and its employees for this engagement are returned to the Disclosing Party or destroyed with prior written consent of the disclosing party.
- d. Either Party shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this MoU pursuant to Paragraph 7.2 above. The onus to prove that the exclusion is applicable is on the Receiving Party.

#### **7.4. Remedies:**

Parties acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this MoU will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Disclosing Party shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. Disclosing Party shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages.

#### **8. NOTICES:**

All notices given under this MoU must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or email:

##### **For NHA: Chief Executive Officer**

Attention: Director

Designation: Director, IT, Policy and Coordination

Phone: 011-23468820

Email address: [executivedirector.it@nha.gov.in](mailto:executivedirector.it@nha.gov.in)

##### **For ICMR: DG, ICMR**

Attention: Senior Deputy Director General (Admin)

Designation: Senior Deputy Director General (Admin)

Phone: 011-26589330

Email address: [srddga.hq@icmr.gov.in](mailto:srddga.hq@icmr.gov.in)

#### **9. MISCELLANEOUS:**

9.1. **Amendment:** This MoU may be amended or modified only by a written mutual agreement/MoU duly signed by both the Parties.

9.2. **Relationship:** Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any MoU for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. No joint venture, partnership or agency relationship exists between the ICMR and the NHA or any third-party as a result of this MoU.



None of the NHA's employees, workers or other manpower shall be construed or deemed to be the employees of the ICMR at any time and vice a versa.

In order to streamline coordination between the Parties for effective implementation and monitoring of the training program, the Parties will nominate a single point of contact from each side.

The Parties agree that each of them will not be bound by any other obligations other than those specified as a part of this MoU. Each Party will be solely liable for performance of the obligations and activities assigned to it under this MoU.

**9.3. Dispute Resolution and Jurisdiction:** If any difference or dispute arises between the Parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this MoU such dispute shall be resolved amicably between the Parties through Good Faith Negotiations. If required such dispute or difference shall be taken by either party for resolution through Alternate Dispute Resolution Mechanism as per the directions issued by Department of Legal Affairs, Ministry of Law and Justice vide OM No. 334774/DoLA/AMRD/2019 dated 31.03.2020. Both the Parties agree to abide by the OM and notifications to desist from initiating inter-ministerial/ departmental litigation issued by Department of Legal Affairs, MoL&J.

**9.4. Assignment:** Neither Party may assign its rights or delegate its duties under this MoU without the other Party's prior written consent.

**9.5. Severability:** In the event that any provision of this MoU is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this MoU.

**9.6. Waiver:** Neither Party will be charged with any waiver of any provision of this MoU, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

**9.7. Intellectual Property:** Each Party owns and will continue to own all rights, title and interest in and to the intellectual property rights/interest that it owns prior to this MoU or which each Party created or acquired independently of its obligations pursuant to this MoU. Neither Party may use the Intellectual Property of the other Party without the prior written consent of the other Party.

**9.8. Publicity:** Either Party shall not use the trademarks and /or IPR of the other without the prior written consent of such Party. Parties may publish or permit to publish either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this MoU or the scheme as may be mutually agreed.

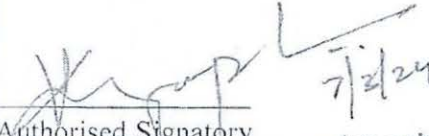
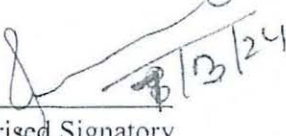

9.9. **Compliance with Applicable Laws:** Applicable laws for this MoU shall be laws of India only. Each Party to this MoU accepts that its individual conduct shall, to the extent applicable to its businesses, at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area where they operate, provided that changes in such laws, rules and regulations shall become immediately applicable.

9.10. **Privacy:** Parties represent that they will abide by statutory laws pertaining to Data Protection and Privacy as applicable in India and as amended from time to time

9.11. **Entire MoU:** This MoU supersedes any and all other prior understandings and Agreements/MoUs, either oral or in writing, between the parties with respect to the subject matter hereof and constitutes the sole and only MoU between the parties with respect to the said subject matter. Each party to this MoU acknowledges that such representations, inducements, promises, or agreements, orally or otherwise which are not embodied in this MoU or statement or promise that is not contained in this MoU shall not be valid or binding or of any force or effect. However, in case the parties agree on any new proposal/arrangement/MoU, the same shall only be valid once it is signed by the Authorized Signatories of both the parties in writing.

This MoU should be read together with the Guidelines for ABPM-JAY issued by the NHA, Government of India.

IN WITNESS WHEREOF, both the parties have set and subscribed their respective hands to this Memorandum of Understanding on the date and place first mentioned above, in the presence of the following witnesses.

<p><b>FOR NHA, Government of India</b></p> <p>          Authorised Signatory          Name: <b>Dr Kiran Gopal Vaska</b>          Designation: <b>Director, IT, Policy and Co-ordination</b>  <b>National Health Authority</b></p>	<p><b>FOR ICMR, Government of India</b></p> <p>          Authorised Signatory          Name: <b>Ms Manisha Saxena</b>          Designation: <b>Senior Deputy Director General (Administration)</b></p> <p></p>
<p><b>Witness 1:</b>          Name: <b>DR BASANT GARR</b>          Address:          Phone:          Designation: <b>Addl CEO NHA</b></p>	<p><b>Witness 2:</b>          Name: <b>ANU NAGAR</b>          Address: <b>JS DHR</b>          Phone:          Designation:</p>