

Memorandum of Understanding

THIS Memorandum of Understanding ('MoU' or 'Agreement') made on this 21st of January 2020 at New Delhi, India.

BETWEEN

NATIONAL PRODUCTIVITY COUNCIL, under DPIIT, M/o Commerce and Industry, Government of India, hereinafter referred to as **NPC** having its registered office (HQ) at Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road, New Delhi – 110003, represented by the Secretary, NPC, (which expression unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors and assignees) **FIRST PART**;

AND

QUALITY COUNCIL OF INDIA, under DPIIT, M/o Commerce and Industry, Government of India, hereinafter referred to as **QCI** having its registered office (HQ) at 2nd Floor, Bahadur Shah Zafar Marg, New Delhi – 110002, India represented by the Principal Advisor, QCI, (which expression unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors and assignees) **SECOND PART**;

WHEREAS the parties are currently involved in discussion to engage **NATIONAL PRODUCTIVITY COUNCIL** as the primary stakeholder for promoting scheme and training organizations across India that reachout to **QUALITY COUNCIL OF INDIA** for Entry-Level Certifications.

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party' and/or as defined hereinabove.

NOW, THEREFORE, in consideration of the above premises, the Parties agree the following:

I. PURPOSE

The aim of this MoU is to partner with QCI in sensitizing and handholding organizations across India pertaining to their schemes specifically Entry-Level Certification of their two boards, National Accreditation Board for Hospitals & Healthcare Providers (NABH) and National Accreditation Board for Testing and Calibration Laboratories (NABL).



II. AREAS OF COLLABORATION

1. NPC will organize awareness workshops around the country for organizations interested to become NABH or NABL certified as per Entry-Level standards.
2. NPC will provide assistance to hospitals and laboratories during the certification process with the help of available technology platform or NPC will first develop this, so as to cater to a larger audience.
3. NPC will conduct training programmes for consultant that may be used under various programmes of QCI/its boards for the purpose of assessment of Bronze or Entry-Level Certification.

III. AGREEMENT FOR COLLABORATION

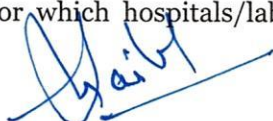
1. *NPC will organize awareness workshops around the country for organizations interested to become NABH or NABL certified as per Entry-Level standards.*

NPC with the help of their pool of trainers and country-wide presence is capable of conducting workshops to raise awareness about the two programmes of QCI. The first programme is NABH's Entry-Level Certification which is known as Healthcare Organizations' Platform for Entry-Level Certification (HOPE) that focuses on certifying hospitals on Entry-Level Standards. It is one of the key programmes that is also linked to Ayushman Bharat Pradhan Mantri Jan Aarogya Yojana (AB PMJAY). The second programme is NABL's Quality Assurance Scheme for Basic Composite Medical Laboratories (Entry Level) that ensure quality of test results given by the laboratory and facilitate achieving ISO 15189 accreditation over a period of time.

Both the programme aims to instill quality practices in hospitals/laboratories in order to strengthen the healthcare ecosystem of the country. It is therefore vital to educate the stakeholders and help them to understand the know-how of the programmes. Both the schemes have been receiving tremendous interest from its stakeholders so NPC should handle the workshops by organizing and handling the queries for which NPC shall function as a nodal organization.

2. *NPC will provide assistance to hospitals and laboratories during the certification process with the help of a technology platform so as to cater to a larger audience.*

The certification process consist of assessments at two levels that is desktop and onsite for which hospitals/laboratories need to prepare documentation along with following the healthcare protocols, as devised. Now, according to the standards of NABH/NABL, if all the criteria are not met then the certification is not issued to the stakeholders. NPC can thus play a role by handholding these stakeholders on the requirement with the help of a technology platform for which hospitals/labs can collaborate with NPC that has experience in the



domain. The process will help them to cater to a larger base while also ensuring that the documentations are digitized as per the certification criteria.

3. *NPC will conduct training programmes for consultant that may be used under various programmes of QCI/its boards for the purpose of assessment of Bronze or Entry-Level Certification.*

There are several consultant and consultant organization(s) that assist hospitals and laboratories to obtain quality standards. The consultants thus have to be rigorously trained on the standards as well as on tools and techniques so as to assist for Bronze and Silver Level Certification of Ayushman Bharat Pradhan Mantri Jan Aarogya Yojana (AB PMJAY) and Entry Level Programme of NABL. NPC after understanding the nature of the certifications will conduct the training sessions in future.

It should be noted that it is solely on the discretion of QCI/its boards to pass on the consultant training programmes to NPC and is not a mandatory activity of NPC under this MoU.

IV. NODAL AUTHORITY AND SIGNATORIES

The nodal officer and signatory from NPC shall be Secretary, NPC or any nominee and the nodal officer and signatory from QCI shall be Principal Advisor, QCI or any nominee for all the decision making and concurrence.

V. IMPLEMENTATION AND ACTION PLAN

- i. NPC and QCI shall endeavor to finalize the details of implementation and action plan of collaborative initiatives to execute parts of this MoU
- ii. Financial commitments, if any, related to joint initiatives will be decided mutually by both organizations.

VI. TENURE & TERMINATION

The MoU shall be effective from the date of signing and same shall remain in effect for three years. This may be renewed or discontinued thereafter by mutual written agreement executed by giving notice of 30 days by and between both the parties. This MoU can also be discontinued at any time by giving 30 days notice by either of the parties.



VII. INTELLECTUAL PROPERTY

- i. Neither party shall use the intellectual property, including logos, trademarks, service marks, trade names, service names, nor brand names of the other party, without obtaining prior written consent of such party.
- ii. NPC shall not use any confidential information for any purpose other than the work mutually agreed to be taken up under this MoU. In the events where no mutual consensus has been established between the two parties, NPC and its agents, representatives and employees shall not, at any time after the determination not to proceed with any activity that involves use of QCI's data for their own purposes or to gain benefit from any of the other related Confidential Information.

VIII. AMENDMENT AND WAIVER

Any amendment or waiver with respect to any provision of this agreement shall be made in writing and signed by both Parties. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

IX. DISPUTE RESOLUTION



Any dispute arises due to misunderstanding in relation to terms & conditions of MoU to be resolved amicably by the executants of the MoU without resorting to the court of law and/or by Head of the both parties. The decision of settlement of disputes arrived at shall be final and binding on both the parties.



X. FORCE MAJEURE


Neither party shall be made responsible for an unexpected or uncontrollable event.

IN WITNESS WHEREOF, the Parties hereto have cause this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.


<p>Signed, Sealed and Delivered For and on behalf of NATIONAL PRODUCTIVITY COUNCIL</p> <p> 21/11/2020</p> <p>Signature: _____ Name: <u>Shailesh Shrivastava</u> Title: <u>Secretary</u></p>	<p>Signed, Sealed and Delivered For and on behalf of QUALITY COUNCIL OF INDIA</p> <p></p> <p>Signature: _____ Name: <u>ANIL RANA</u> Title: <u>Principal Advisor</u></p>
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Witness:

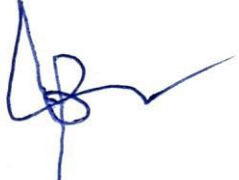
1.


Dr. K.P. Sunny
Director X Unit (ES)
NPC


1.


ANKITA GARG
PROJECT MANAGER, QCI

2.


K.D. Bhadani
NPC

2.


AMAN CHHABRA
PROJECT ASSOCIATE, QCI