

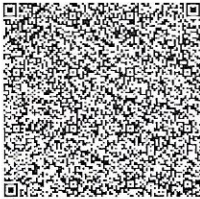
INDIA NON JUDICIAL

Government of Uttar Pradesh

Acc Code-UP14290304  
Acc Address-Civil Court, Gorakhpur  
Licence No.-107 Mob.-9919326182  
Tehsil & Distt.-Sadar, Gorakhpur  
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Certificate No. : IN-UP37093758190753U  
Certificate Issued Date : 07-Mar-2022 11:10 AM  
Account Reference : NEWIMPACC (SV)/ up14290304/ GORAKHPUR SADAR/ UP-GRK  
Unique Doc. Reference : SUBIN-UPUP1429030465044738020897U  
Purchased by : KUL SACHIV D D U G U GORAKHPUR  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : KUL SACHIV D D U G U GORAKHPUR  
Second Party : Not Applicable  
Stamp Duty Paid By : KUL SACHIV D D U G U GORAKHPUR  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



**Memorandum of Understanding (MoU)**

This MoU is executed at New Delhi on this Twenty Third day of March, Two Thousand Twenty-Two (2022)

between

**Technology Information, Forecasting and Assessment Council**, hereinafter called the TIFAC, which is a society registered under the Societies Registration Act XXI of 1860 having its registered office at 5<sup>th</sup> floor, AI Block, Technology Bhawan, Ministry of Science & Technology, New Mehrauli Road, New Delhi-110016

and



Page 1 of 8

Statutory Alert:

1. The authenticity of this e-Stamp certificate should be verified at [www.e-stamp.com](http://www.e-stamp.com) or using e-Stamp Mobile App or Stock Holding Certificate and is available on the website. Mobile App renders it invalid.

**Deen Dayal Upadhyaya Gorakhpur University (DDUGU)**, hereinafter called the Outreach Academic Partner (OAP) and having its registered office at Civil Lines Gorakhpur-273009, a State University established under Uttar Pradesh State University Act 1973.

1. Whereas TIFAC has designed a **Tele-Digital Health Pilot project** in collaboration with IIT Madras-Pravartak Technologies Foundation & C-DAC Mohali. The pilot project would demonstrate the efficacy of cutting-edge technologies targeting an underprivileged population especially women and children living in remote areas of Gorakhpur districts with quality medical care and reaching out to a target population of ~20,000 in the Gorakhpur district for collection of health data. The district would be covered in a span of **six months** by a team of two outreach persons: one female and one male.

2. Whereas TIFAC has selected Deen Dayal Upadhyaya Gorakhpur University (DDUGU) as one of the OAP Center which will provide requisite skill and outreach services towards implementation of pilot demonstration.

Whereas the OAP has agreed to collaborate with TIFAC to implement the above-mentioned pilot **Tele-diagnostics project**. The services in the project scope included:

Level 1: e-Diagnostics

Level 2: e-Counselling (Therapeutic monitoring)

Level 3: e-Health Data Management (Level 1 & 2)

### **3. The key activities would be:**

- a) Reaching out to target population through representatives of Academic Partners with the help of a platform created by C-DAC.
- b) Examining the patients in a phased manner with wearable/gadgets/android based apps etc. and recording / transmitting data/information through the gadgets to the cloud
- c) Presenting the data/ information through cloud to pool of doctors
- d) Analysis by doctors
- e) Conveying the advice/ analysis of doctors and their prescription to the target population.
- f) Health data management and mapping with the individual UIDAI of the population
- g) Coordination with local health authorities to be established to bring synergy.



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Now, therefore in consideration of TIFAC agreeing to provide grants-in-aid for fulfilling the objectives of the project on the mutual covenants hereinafter contained, the Role and Responsibilities and Deliverable of the DDUGU, U.P. would be as follows:

- a) OAP should observe all ethical and privacy norms during the data management.
- b) Two competent Outreach Workers/ Field Staff (one male & one female) to be engaged / deputed for the service. These two outreach workers/ Facilitator's responsibilities shall be co-terminus with the project.
- c) Two set of devices would be provided by TIFAC (This would be property of TIFAC and would be returned at the end of the project.)
- d) One coordinator would be monitoring the overall activities under the project. He / She will also be responsible for local monitoring and overall coordination of the project. The coordinator to be selected by Outreach Academic Partner (OAP).
- e) Field visits to be carried out by each field staff on regular basis over a period of Six months to cover a rural population of ~20,000/-in the district.
- f) The identified health parameters /tests/disease to be measured are as follows: *Electrocardiographic examination (Heart Checkup), Heart Rate, Blood Pressure (BP) measurement, Digital Stethoscope recording, Body temperature measurement, Blood oxygenation measurement, Blood Glucose, Lipid Profile, Haemoglobin, Mother & child care (Fetal Doppler)* - Devices for measurement of these parameters would be provided by TIFAC
- g) The recorded data to be digitally uploaded on Tablet to be provided by TIFAC on the prescribed format.
- h) Facilitation of Telemedicine consultation through a Panel of Doctors (engaged by TIFAC) for the people/patients (wherever required).
- i) E-Platform and cloud for uploading of data / information and interacting with panel of doctors would be provided by TIFAC through C-DAC.

**4. Financial Support:** TIFAC will provide a grant of Rs. 8.00lakhs (Rupees Eight Lakhs only) inclusive of all to OAP Centre for sub head as mentioned below:-



## Budget Sub Head:

S.No.	Sub Heads	Financial Grants (Rupees in Lakhs)
1.	Coordinator of the project: Rs.1.5 lakh + Rs.80,000/- for conveyance for a period of six months	2.3
2.	Manpower for outreach services: @ Rs.35000/- per outreach worker per month with conveyance x 2 persons per centre x 6 months	4.2
3.	Contingency	0.53
4.	Overheads	0.97
	<b>Total</b>	<b>8.00</b>

### Release of financial Installments

TIFAC total grant of Rupees Eight Lakhs would be released in two Installments.

- 60% of the total budget after signing of agreement.
- Balance 40 % after completion and submission of full report and submission of audited UC and SE.

### 5. Terms and Conditions

- a. There should not be any deviation from the Budget Heads as approved by TIFAC. In case, if it is very necessary, a request can be made to TIFAC for consideration.
- b. Deen Dayal Upadhyaya Gorakhpur University (DDUGU) will provide monthly progress report giving the progress of work as well as future action plan.
- c. Deen Dayal Upadhyaya Gorakhpur University (DDUGU) to submit Utilization Certificate (UC) and Statement of Expenditure (SE) at the end of the project- in the requisite format as per Government of India norms for the funds released to it by TIFAC. Unspent project fund to be adjusted further on or returned to TIFAC as the case may be.





- d. Any assets acquired from the grant will be the property of the TIFAC and should not, without the prior sanction of the TIFAC, be disposed of or encumbered or utilized for purposes other than those for which the grant has been sanctioned.
- e. In-charge F & A TIFAC, at his discretion, shall have the right to access the book of accounts of the Deen Dayal Upadhyaya Gorakhpur University (DDUGU) for this support.
- f. OAP will be responsible for designing and delivery of services through support from this project and also for any subsequent issues arising out of it, if any.

## 6. Intellectual Property Rights

- a) The Parties recognize and acknowledge that the ownership of the background IP belonging to each party will exclusively belong to that party.
- b) Any health data generated under this Agreement shall be the property of TIFAC. However, data may be shared with Academic Institutions for academic purpose, if any, with information to TIFAC, after anonymizing the same.
- c) Each party indemnify other party from any damage arising out of any infringement action due to wrongful use of any IP of third party.

## 7. Amendment of the Agreement

No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modification / changes shall be effective from the date on which they are made/ executed unless otherwise agreed to by both the parties.

## 8. Tenure of the Agreement

The agreement shall be effective from the date of signing of the agreement. If Agreement is signed through circulation by post, the date on which TIFAC signs the Agreement shall be considered as effective. The Agreement shall be valid for a



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period of **one (1) year**. Outreach Academic Partner (OAP) shall be responsible for their successful completion and settlement of accounts irrespective of the extension of the agreement. In exceptional cases, TIFAC reserves the right to extend the tenure of the agreement and it shall be liable to return immediately, the unutilized amount within 30 days of such termination.

#### **9. Short closure or Termination**

TIFAC reserves the right to short close the scheme or any project with the Academic Partner and terminate the Agreement any time during the agreement period on the ground of under-performance after serving one month written notice to the Outreach Academic Partner if TIFAC is convinced that the grant has not been properly utilized or appropriate progress is not being made by the Deen Dayal Upadhyaya Gorakhpur University, DDUGU In the event of such termination no further disbursement shall be made to the Deen Dayal Upadhyaya Gorakhpur University, (DDUGU) and it shall be liable to return immediately, the unutilized amount within 30 days of such termination.

#### **10. Force Majeure**

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond one month, the parties shall then mutually decide about the future course of action.

#### **11. Notices**

All notices and other communications required to be served on Deen Dayal Upadhyaya Gorakhpur University (DDUGU) including for violation of the terms and conditions of this Agreement shall be considered to be duly served, if the same shall have been delivered by hand or posted by registered mail or speed post to the party at its address as below.

**Registrar**  
**Deen Dayal Upadhyaya Gorakhpur University (DDUGU)**  
**Civil Lines, Gorakhpur - (UP) 273009**  
**Email:**





Similarly, any notice to be given to the TIFAC shall be considered as duly served if the same shall have been delivered by hand or posted by registered mail or speed post to the TIFAC at its registered office address given below:

*In charge (Finance & Administration),  
Technology Information, Forecasting and Assessment Council,  
5<sup>th</sup> Floor, AI Block, Ministry of Science & Technology, Technology Bhawan,  
New Mehrauli Road, New Delhi-110016  
Email: registrar@tifac.org.in*

## 12. Dispute Resolution

- a. In the event of any dispute under this Agreement, the parties shall first attempt to resolve such dispute or differences through the good offices of the chief executives of the parties. If the dispute cannot be resolved amicably within 30 days of the receipt of a written notice to resolve the dispute, then, either party may refer the unresolved dispute to the Sole Arbitrator. The Sole Arbitrator shall be appointed by The Delhi Arbitration Centre (DIAC), Delhi High Court, Shershah Road, New Delhi-110003 and his decision shall be final and shall be binding on all the Parties. A reference to the arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996, and the rules framed there under for the time being in force.
- b. The venue of the Arbitration shall be at Delhi.
- c. Each Party shall bear and pay its own cost of the arbitration proceedings unless the arbitrator otherwise decides in the award.
- d. The provision of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
- e. If the Academic Partner does not make any claim or demand or raise any dispute or difference in terms of Sub Clause "a" of this Clause within six months from the date on which such claim or demand arises, the Academic Partner shall deem to have waived and abandoned such claim or demand or the right to raise such dispute or difference against "TIFAC".



13. Jurisdiction

G. Rina 23/3/22

Subject to the Dispute Resolution Clause 12.0 hereof the courts at New Delhi shall have exclusive Jurisdiction in all matters concerning this Agreement including any matter arising out of the arbitration proceedings or any award made therein.

In witness where of the parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinabove.

Registrar  
Signed for and on behalf of  
Deen Dayal Upadhyaya Gorakhpur  
University (DDUGU)

Registrar  
Seal & Stamp  
DDUGU University  
Gorakhpur

Signed for and on behalf of  
TIFAC, New Delhi  
मुकेश माथुर / MUKESH MATHUR  
वैज्ञानिक 'एफ' एवं प्रभारी (वित्त एवं प्रशासन) / Scientist 'F' & In-charge (Fin. & Admin.)  
प्रौद्योगिकी सूचना, पूर्वानुमान एवं मूल्यांकन परिषद् (टाइफैक)  
Technology Information, Forecasting and Assessment Council (TIFAC)  
विज्ञान एवं प्रौद्योगिकी विभाग, भारत सरकार / Deptt. of Science & Technology, Govt. of India  
दिल्ली-110016 / New Delhi-110016

Seal & Stamp

Witness (Signature, name, designation & address)

1.   
Prof. Vinay Kumar Singh  
Professor of Zoology  
DDU Gorakhpur University

2.   
Prof. Ajay Singh  
Professor of Zoology  
DDU Gorakhpur University  
Gorakhpur

1.   
(SAHJAY SINGH)  
SH. SANJAY SINGH  
CONSULTANT (TECHNICAL)  
TIFAC

2.   
RACHNA BHATT  
ASSISTANT  
TIFAC