

Model Memorandum of Understanding (MoU) for (Existing government engagement)

This service agreement (hereinafter referred to as the "MoU") is executed on..... *day of*, **202....**

By & Between

State Mission Director (SMD), ABDM,(State/UT) with its office at , **through its authorized representative** **Designation**....., (herein after referred to as the "SMD", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include any successors-in-office and permitted assigns).

And

M/s, an agency incorporated under the Companies Act 1956/2013 or incorporated outside India under relevant laws of incorporation under country of its origin, or a society registered under Societies Registration Act, 1860 or any other Indian law for registration of societies, a registered trust under Indian Trusts Act, 1882 or any other Indian law for registration of public trust or a sole proprietorship or partnership registered under the relevant laws of incorporation and having its **registered office at** through its **authorized representative**, (here in after referred to as the "Interfacing Agency", which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns).

Whereas:

- I. The SMD had resolved for Selection of Interfacing Agency for implementing Microsite Project in the *State of* **in** **district (s)** ("Services") as per the eligibility criteria enumerated in Operational Guidelines released by National Health Authority (NHA) vide letter dated 31st May 2023 bearing s.no D.O. No. S-12021/151/2023-ABDM (Coord) stipulated under clause 2 of the operational guidelines pertaining to “Onboarding an Interfacing Agency”.
- II. The SMD had accordingly, procured services of *M/s*, as stipulated under clause 2 of the operational guidelines pertaining to “Interfacing Agency”, accordingly, issued **Letter of Award dated** to provide Services in respect of Microsites Project, subject to and in accordance with terms thereof and more particularly terms and conditions of this MoU.
- III. The Interfacing Agency, having represented to the SMD that it has the required professional skills personnel, technical and financial resources & expertise, has agreed to provide the services on the terms and conditions set forth in this MoU.
- IV. The SMD has accordingly agreed to enter into this MoU for implementation of the Project, subject to and on the terms and conditions set forth hereinafter. "SMD" and "Interfacing Agency" are hereinafter individually referred to as "Party" and collectively as "Parties".

Scope of Work- Interfacing Agency

An Interfacing Agency will be responsible for overall implementation of Microsite *in state of* and further elaborated in the MoU. The Interface Agency would provide support by employing field force to implement the Microsite on ground while working closely with the development partner under the directions of the State Mission Director, ABDM state

The core scope of work of interface agency would include but will not be limited to following:

1. Listing, mapping and prioritization of private healthcare providers (GPs, informal providers, chemists, laboratories).
2. Engaging directly with healthcare professionals and make them aware about ABDM and its benefits.
3. Establishing and sustaining effective, positive relationships that are valued by the engaged private providers.
4. Required capacity building efforts undertaken for the field force, regarding ABDM and the various ABDM certified solutions.
5. Training of private providers as necessary, via modalities that are convenient to them.
6. To ensure registration of the facility on Health Facility Registry (HFR), registration of the healthcare professional(s) in the facility on Healthcare Professionals Registry (HPR).
7. Facilitating installation of an ABDM certified solution at the facilities.
8. Ensuring subsequent active use of the solution in the facility post installation, to link the health records generated, with the ABHA/ ABHA address of the patient in the microsite.
9. Outreach activities through workshops for professionals, awareness building activities with health professionals.
10. Liaison with the technical team to troubleshoot any issues being faced on field.
11. Provide a status report from the field to the State Mission Director, ABDM state to monitor progress, and extend all support to the State Mission Director, ABDM state and State/ UT ABDM Office, as needed, to run the Microsite

Terms and Conditions

1. The following documents shall be deemed to form a part of and be read and construed as integral part of this MoU, and be adhered by the Interfacing Agency viz.:
 - a) Operational Guidelines for activation of Microsites,
 - b) Undertaking (About existing government engagement with incidental communication),
 - c) Letter of Award shall be subject to adherence of point (a) and acceptance of undertaking as mentioned above in point (b).

Effectiveness of the MoU

Subject to and in accordance with the provisions of this MoU, the Applicable Laws, Good Industry Practice, the SMD hereby grants to the Interfacing Agency, and the Interfacing Agency hereby accepts the right to provide the Services during the subsistence of this MoU for a period of one year, subject to an early termination or mutually agreed extension. The Term shall commence from the Effective Date i.e., signing of the MoU. The Interfacing Agency will start the services within **30 days** from the signing of this MoU. Failure to do so the Interfacing Agency will be levied penalty of **INR 2,000** each day of default/ delay per Microsite.

2. Expiration of MoU

Unless terminated earlier pursuant to timeline mentioned in point number 2 of this MoU hereof, this MoU shall expire at the completion of the Term or extended term, as the case may be, as is enumerated and specified in point number 2 of this MoU.

3. Termination of MoU

In case the Interfacing Agency fails to perform the scope of work as mentioned in MoU, SMD may issue a warning/ notice/s to the agency and provide a reasonable cure period of not less than 7 days. If the issue remains unresolved after the above notice or notices, SMD may terminate the MoU by issuing a written notice of **30 days**.

In case of a material breach of contract or in a circumstance when it is found that the Interfacing Agency is reported as insolvent and/or bankrupt and/or an apprehension of such insolvency and bankruptcy is reported to the SMD or its nominated agencies, SMD may serve written notice on Interfacing Agency at any time to terminate the MoU with immediate effect.

Termination of the MoU ceases further obligations, except surviving ones, without affecting prior accrued rights or liabilities. Confidentiality obligations endure after termination. Disputes shall be resolved through good-faith negotiations, resorting to specified dispute resolution mechanisms if necessary.

4. Payment Terms

In consideration of the services provided by the Interfacing Agency as per the Scope of Work enumerated in this MoU, the SMD shall pay to the Interfacing Agency as per the payment schedule and terms and conditions stipulated under clause 4 of the Operational Guidelines pertaining to Payment to Interfacing Agency. Implementation Agency will raise the invoices **within 7 days** of achievement of the milestones as mentioned under the heading “Summary of Targets and Finances” under clause 4 of Operational Guidelines. Interfacing Agency shall pay all statutory dues and applicable taxes.

5. Bank Guarantee

The Interfacing Agency shall furnish the bank guarantee as per the terms and conditions stipulated under clause 4 of the operational guidelines pertaining to “Supporting details regarding Budgets”.

6. Confidentiality

i) 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 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.

ii) 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.

iii) 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.
- 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 6.ii above. The onus to prove that the exclusion is applicable is on the receiving party.

7. Name and Logo

Each party may use the other party's name or logo subject to mutual approval of both the parties. It is further provided that SMD's logo can be used by the Interfacing Agency, subject to executing SMD's logo usage agreement or only after the written approval of SMD.

8. Severability

If for any reason whatever, any provision of this MoU 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 will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this MoU or otherwise.

9. Modification and Variation

Any modification or variation of the terms and conditions of this MoU by the SMD for remedying any unforeseen adverse circumstances/events, including any modification or variation of the scope of the Services, can only be made by written agreement between the Parties.

10. Coordination

Each party shall appoint one or more members of their organizations to coordinate the efforts on their behalf.

11. Dispute Resolution

In the event of any dispute or difference between the organizations relating to or arising out of this MoU, both parties shall use their best efforts to settle their disputes or differences amicably by mutual discussions, negotiations, mediation or conciliation. Failing this, the dispute will be referred to an arbitrator to be decided mutually by both the parties. The arbitration proceedings will be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 and amendments thereof and the venue of arbitration will be *State* The decision of the arbitrator will be final and binding on both the parties. Courts in *State*..... only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and Conciliation Act. This MOU shall be governed by and interpreted in accordance with the laws of India.

12. 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 parties to be notified at the below *addresses or emails:*
.....

13. Intellectual property rights

Except as otherwise provided herein or as maybe mutually agreed between the Parties, the pre-existing Intellectual Property (Patents, Copyrights, Trademarks, Technical/Research Papers, etc.) including the technical know-how and the technical information pertaining to it shall be the exclusive Intellectual Property and its ownership of respective parties. Ownership of any IPR resulting from the outcome of this MoU shall be the property of the respective SMD.

14. Relation between the Parties

The Parties unconditionally agree and understand that this Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between as between the SMD and the Interfacing Agency. The Interfacing Agency, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. None of the Parties shall be entitled to, by act, word, or deed or otherwise, make any statement on behalf of the other Party or in any manner bind the other Party or hold out or represent that it is representing or acting as an agent of the other Party.

15. Assignment

Neither party may assign its rights or delegate its duties under this MoU without the other party's prior written consent.

16. Waiver

Neither party shall 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 shall be limited to the terms of such writing.

17. Force Majeure

Neither party to this MOU shall be liable to the other party for any delay or failure on its part in performing any of its obligations under this MOU resulting from any cause beyond its reasonable control, including but not limiting to strikes, riots, civil commotion, or other concerted actions of workmen, material shortages, fire, floods, expositions, acts of god, acts of state, war, enemy action or terrorist action, pandemic, epidemic, court orders in rem etc., provided that the occurrence and cessation of any such events the party affected thereby shall give a notice to other party in writing within 15 days of such occurrence or cessation. If conditions continue beyond 3 months, the parties shall then mutually decide about the future course of action.

18. Publicity

No research study including a white paper, research paper arising out from the work done by both the parties under this MoU shall be ever presented and/or published by the Interfacing Agency via any media, without prior written permission of SMD.

Additionally, if permitted as specified hereinabove, all research output from this MoU shall acknowledge SMD as the owner of such information and/or data as is specifically permitted and specified by SMD at the time of grant of such permission. Every written permission shall be for a specific set of requests only and shall not mean blanket grant of permission. Such research output may however include appropriate attribution statements indicating the respective content creators.

Integrating Agency shall not publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind or any IPR relating to this MoU or the business of the Parties and/or contents and/or outcomes of this MoU without prior reference to and approval in writing from SMD.

Interfacing Agency shall not without SMD's written consent, make any representation to the effect that SMD has provided, evaluated, tested, recommended, approved and/or endorsed any document and/or service.

19. Entire Agreement

This MoU supersedes any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitutes the sole and only agreement between the parties with respect to the said subject matter. However, any previous agreements in force entered by respective parties of this MoU shall stay in effect as per the conditions agreed upon. 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, the same shall only be valid once it is signed by the Authorized Signatories of both the Parties in writing.

20. General Terms

This MoU may be written in both [*language of partner institution*] and English texts. If there are interpretation discrepancies between the two texts, the English version shall prevail.

21. Counterparts

This MoU may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original.

Signature, name and address of authorized official) For and on behalf of (Name of SMD)

Received and accepted this MoU

(Signature, name, and address of the executive of State Mission Director-.....(*State Name*) duly authorized to sign on behalf of State Mission Director-State Name, SMD)

For and on behalf of (*Name and address of the SMD*)

(*Seal*)

Date: .../.../.....

Place:

*Signature, name, and address of authorized official) For
and on behalf of (Name of Interfacing Agency)*

Received and accepted this MoU

(Signature, name, and address of the executive of Interfacing Agency duly authorized to
sign on behalf of Interfacing Agency)

For and on behalf of *(Name and address of the Interfacing Agency)*

(Seal)

Date:../../.....

Place:.....

Undertaking: Previous Government Engagements, Non-Blacklisting, and Incidental Communication (To be submitted by Interfacing Agency)

[Interfacing Agency Name]

[Address]

[Date]

[State Mission Director]

[Address]

Subject: Previous Government Engagements, Non-Blacklisting, and Incidental Communication

Respected [State Mission Director],

[Interfacing Agency Name] hereby provides this undertaking to inform you about its previous government engagements, confirm that the agency has not been blacklisted by any agency, and to disclose any incidental communication related to the Microsite project, if any.

Previous Government Engagements

a. ***[Interfacing Agency Name]*** hereby confirms that the agency has engaged in providing services to various government agencies in the past, as mentioned below:

- i. The agency has worked with ***[Specify the name(s) of the central/ state government body(ies)]***.
- ii. The nature and duration of the engagements were ***[Specify the nature and duration of the engagement(s)]***.

b. The agency assures you that its previous government engagements have been conducted in compliance with applicable laws and regulations, adhering to ethical practices and professional standards.

Non-Blacklisting

a. ***[Interfacing Agency Name]*** affirms that the agency has not been blacklisted or barred from engaging in government contracts or services by any government agency, department, or authority.

b. The agency further warrants that it is not currently under investigation, suspension, or subject to any legal or disciplinary actions by any government entity.

Incidental Communication - Microsite Project

a. In the course of its interactions regarding the Microsite project, the agency understands that there may be incidental communication between the agency and the personnel of the ***[SMD]***.

b. The agency undertakes to promptly inform the ***[SMD]*** of any incidental communication, including but not limited to emails, meetings, or phone calls, related to the Microsite project. The agency shall maintain transparency and ensure that such communication is appropriately documented and shared with the ***[SMD]*** upon request.

Compliance and Accountability

- a. *[Interfacing Agency Name]* understands the importance of accountability, transparency, and ethical conduct in its interactions with government entities.
- b. The agency commits to fully comply with all applicable laws, regulations, and policies governing its operations and engagements with the *[SMD]*.
- c. The agency shall promptly provide any necessary documentation or information requested by the *[SMD]* to verify its previous government engagements, non-blacklisting status, or incidental communication related to the Microsite project.

Representation and Indemnity

- a. *[Interfacing Agency Name]* hereby represents and warrants that the information provided in this undertaking is true, accurate, and complete to the best of its knowledge.
- b. The agency undertakes to indemnify and hold harmless the *[SMD]*, its officials, and employees from any claims, losses, damages, or liabilities arising from any misrepresentation, breach of this undertaking, or incidental communication related to the Microsite project.

Please consider this undertaking as an expression of *[Interfacing Agency Name]*'s commitment to maintaining a transparent and accountable working relationship with the *[SMD]*. The agency assures you that it will uphold the highest standards of professionalism, integrity, and service delivery in its engagement as the Interfacing Agency.

Thank you for your attention to this matter. In case any further information or clarification is required, the undersigned may be contacted for the assistance.

Note:

I..... working as..... in.....do hereby affirms that the above mentioned information are true to my knowledge and based on the official records available in the office. In case the furnished information are found to be misleading, false, misrepresenting, or fraudulent and are outcome of and may lead to any unlawful conduct then the organization /Interfacing Agency is liable to be blacklisted from the government procurements or/and be prosecuted under the relevant laws of the land.

Yours sincerely,

[Representative - Interfacing Agency]

[Name and Designation]

[Contact Information]