



महाराष्ट्र MAHARASHTRA

2016

RL 430430



13-4-2017

Memorandum of Agreement

May Ladusigh

This Memorandum of Agreement made on 17 March 2017 between **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and **National AIDS Research Institute, Pune**, (hereinafter called NARI) successors in business and permitted assignees of the second part which expression shall, subject to the AGREEMENT

1. Purpose of AGREEMENT

The Ministry of Health and Family Welfare (MoHFW), Government of India (GOI) has appointed IIPS as the nodal implementing agency to conduct the Longitudinal Ageing Study in India (LASI) in 30 States and 6 Union Territories (UTs). LASI is sponsored by Ministry of Health and Family Welfare- Government of India, National Institute of Health/ National Institute of Ageing NIH/NIA, UNFPA-India.

१. मुख्य व्यक्ति सौंदर्यही अनु. क्रमांक/दिनांक	6732
२. दस्तावेज प्रकार	
३. दस्त सौंदर्यही कलापर भरित कर?	होय / नाही
४. निदेशकारीचे थोडक्यात वर्णन -	Longitudinal Ageing Study in India (LASI) International Institute for Population Sciences Deemed University
५. मुलांक निदेशक यांच्या पत्त्याचे पत्ता	Govandi Station Road, Deonar Mumbai - 400 088.
६. हाती वसूलनास स्थिति, कारण	Tel.: 022 42372401
७. ठेकाई	१०५
८. मुलांक निदेशक यांच्या पत्त्याचे पत्ता	५०१, ए.ए. रोडफ <input checked="" type="checkbox"/> ५५००८०
९. प्राप्त झालेला दिनांक	१५/०८/२०१५, सेक्टर-२, वाली, नवी मुंबई ४०० ७०३.
मुलांक निदेशक यांच्या नावा	

न्याय कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापराचे बंधनकारक आहे.

18 APR 2017

The total wave 1 sample is 61,000 (subject to response rate). This agreement is for storage and testing of Dried Blood Spot sample collected for LASI project wave 1.

This agreement is between the *International Institute for Population Sciences (IIPS), Deonar, Mumbai* and *National AIDS Research Institute (hereinafter referred to as NARI)*, which is the laboratory selected for storing and testing of Dried Blood Spots (DBS) collected in LASI project, main wave 1. Accordingly, this AGREEMENT is entered into for the following purposes;

- Receiving, logging in and storage of LASI project DBS samples: The *NARI* will be required to receive all DBS samples which are sent by the State Field Agencies which are implementing the survey in the respective states. These samples should be logged in using the dedicated & secured computer installed with the specified software provided by IIPS. The DBS samples should be stored as per the standard laboratory guidelines for subsequent testing. Deploying adequate equipment and trained manpower for conducting the testing as agreed upon (Annexure I).
- Recruitment of sufficient number of personnel for training and provide adequate and well maintained facilities for DBS storage, training and testing.
- Strengthening the capacity of the *NARI* personnel to conduct testing on a large number of samples using internationally acceptable protocols and guidelines.
- Conducting the test using standard laboratory protocols after receiving sample at NARI from assigned states. The IIPS will send intimation to the laboratory for this purpose.
- Ensuring uninterrupted supply of the consumables required for testing as far as possible.
- Putting in place a uniform system of internal quality controls at the *NARI* developed by IIPS & International Collaborating Partner Institutions of LASI project.
- Regularly taking part in the External Quality Control (EQC) for LASI project DBS samples following the EQC protocol developed by IIPS and Collaborating Partners Institutions.
- Reporting progress of project work for testing every month to IIPS

2. Statement of Work (SOW)

The *NARI* shall carry out the proposed activities and other requirements outlined in the Statement of Work (SOW) of this AGREEMENT for the implementation of the LASI WAVE 1 Project (herein after called SOW). Any ambiguity in the SOW should be referred to IIPS for clarification. The decision of the IIPS will be final.

3. Period of Performance

The activities listed in the SOW of LASI project are required to be completed by NARI within 24 months of signing of the agreement. This agreement between IIPS & NARI may be renewed for LASI project wave 2 which is subject to mutual acceptance and policy decisions.

4. Timeline

The field work for the LASI wave-1 survey is implemented during 2016 - 2017. Field teams will directly courier the Secondary Sampling Unit (SSU) wise DBS sample in sealed packages to NARI address: **Dr. Ashwini Shete, National AIDS Research Institute, G-block, MIDC, Bhosari, Pune, Maharashtra 411026. Phone no. 020-27331200.**

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Sr. No.	Time period	Activities
1	Year 2017-2018	1. Setting up lab & storage rooms for LASI sample 2. Receiving sample from respective state field agencies 3. Recruitment of lab personnel 4. On-site training of lab personnel 5. Developing Quality control protocols
2	Year 2018-2019	1. Testing for LASI DBS samples 2. Resolution of discrepant results 3. Submission of all data and reports

5. Agreement Amount and Payment Procedure

IIPS will pay an amount (including service tax) not exceeding **Rs. 89123189.4 only** for storage and processing of biomarkers listed in Statement of Work on 43000 samples during year 1 & year 2 as per following payment schedule.

Instalment	Milestone	Verifiable indicator for payment	% of the Amount to be released
First	Signing of MoU & Submission of necessary documents	<ul style="list-style-type: none"> Signed Memorandum of Understanding Submission of following documents: <ul style="list-style-type: none"> a. PAN No/ Service Tax No. b. Bank details for RTGS / NEFT fund transfer c. Tax Exemption Certificate 	15% of contract value excluding equipment cost
Second	Setting up the laboratory system for storage and testing. Receiving and storage of phase 1 sample. Testing of phase 1 sample.	<ul style="list-style-type: none"> Necessary consumables , and trained manpower for storing and conducting the testing for LASI WAVE 1 are identified and put in place Laboratory personnel should have undergone the technical training (setting up laboratory systems and software) Computer software system for storage, testing and tracking set up and onsite training of the identified staff completed Establishing Internal & external quality control protocol (IQC & EQC) All preparations for receiving and storage of DBS samples in the laboratory are completed On-site Training of technical personnel deployed for testing in LASI WAVE 1 is required to be completed All phase 1 states survey DBS samples received, logged in and properly stored Testing, internal and external quality control for first phase samples 	20% of contract value excluding equipment cost

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		initiated	
Third	Testing, Internal and external quality control for First phase samples. Receipt, logging in and storage of SECOND phase survey DBS samples.	<ul style="list-style-type: none"> • Testing for phase 1 states completed and all discrepant results resolved with IIPS • All phase 1 states survey DBS samples received, logged in and properly stored • Testing internal and external quality control for phase 2 states initiated 	35% of contract value excluding equipment cost
Fourth	Testing, Internal and external quality control for Second phase samples. Resolution of discrepant results. Re-storage of DBS sample for Future test	<ul style="list-style-type: none"> • Completions of testing for all phase 2 samples. • All discrepant results resolved with NARI and IIPS • Destroy samples of respondents who have given option of "Destroy sample after testing" 	30% of contract value excluding equipment cost
Final	After satisfactory completion of the work & submission of data. Storage of DBS for future testing	<ul style="list-style-type: none"> • On satisfied completion of results ensuring quality control. • Submission of all data & the project related reports • Proper storage of DBS samples and Compliance with final decision for leftover biomarkers and DBS samples 	5% of contract value excluding equipment cost

Note: IIPS should be notified of any unutilized money which can be adjusted for Wave 2 budget as necessary to undertake additional scope of work. These milestones for payment and verifiable indicators for payment are subject to modification with mutual agreement of IIPS and NARI.

6. Termination of Agreement

If IIPS at any stage, based on an objective examination and scrutiny set out through a due process considers, that the **NARI** has failed to make progress in the implementation of the work schedule or is otherwise incapable of starting the project as per the timeline and completing the project work as stipulated or has failed to maintain the quality of work to the satisfaction of IIPS, then IIPS may revoke this AGREEMENT wholly or partially and may take appropriate action against **NARI**. In that event, balanced amount remaining at that time with **NARI** should be returned to IIPS within a stipulated period of 15 days from the date of revoking of this AGREEMENT. The activities to be performed and timeline for completion of proposed activities are subject to timely release of payment from IIPS.

7. Force Majeure and Termination

7.1 Where the performance by the **NARI** of its obligations under this AGREEMENT is delayed, hindered or prevented by an event or events beyond the reasonable control of it and against which an experienced organization could not reasonably have been expected to take precautions, **NARI** shall promptly notify IIPS in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this AGREEMENT.

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7.2 From the date of receipt of notice given in accordance with Clause 7.1, IIPS may, at its sole discretion, either suspend this AGREEMENT for up to a period of 6 months ("the Suspension Period") or terminate this AGREEMENT forthwith.

7.3 If by the end of the Suspension Period the parties have not agreed on a further period of suspension or re-instatement of the AGREEMENT, this AGREEMENT shall terminate automatically.

7.4 During the period of NARI's inability to perform the services as a result of an event of Force Majeure, IIPS shall during the subsistence of the Force Majeure event be liable to make payments to **NARI** under the terms of the AGREEMENT for any/all services rendered by the **NARI** and reimburse any/all such costs/expenses reasonably and necessarily incurred/spent by **NARI**. In addition, IIPS shall be liable to make such payments to the **NARI** which may be incurred by it in reactivating the services after the end of the Force Majeure period. In case of suspension and termination of the MOA, the **NARI** will be liable to refund the money already paid for which it has not provided the service or not performed as per the Statement of work.

8. Suspension or Termination without Default of NARI

8.1 IIPS may, at its sole discretion, suspend or terminate this AGREEMENT at any time by so notifying the **NARI** and giving the reason(s) for such suspension or termination.

8.2 Where this AGREEMENT has been suspended or terminated pursuant to Clause 8.1, **NARI** shall:

- a) Take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-AGREEMENTs) in a cost-effective, timely and orderly manner; and
- b) Provide to IIPS, not more than 30 days after IIPS notifies **NARI** of the suspension or termination of this AGREEMENT an account in writing, stating:
 - i. Any costs, if any, due before the date of suspension or termination;
 - ii. Any costs to be expended after the date of suspension or termination which **NARI** necessarily incurred in the proper performance of this AGREEMENT and which it cannot reasonably be expected to avoid or recover.
 - iii. That all materials, instruments, documents, filled in Schedules, data retrieved have been properly submitted/transferred to IIPS
 - iv. All DBS and/or DBS based Biomarker samples should be kept properly (at -20°C or whichever appropriate) till alternate appropriate arrangement is done and communicated so to **NARI** by IIPS

8.3 Subject to IIPS approval, IIPS shall pay such amount to **NARI** normally within 30 days after receipt from it of an Invoice in respect of the amount due.

9. Termination with Default of NARI

9.1 IIPS may notify **NARI** of the suspension or termination of this Agreement where the services or any part of them are not provided to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the action required by **NARI** to remedy that dissatisfaction and the time within which it must be completed.

9.2 Where this Agreement is suspended under Clause 9.1 and **NARI** subsequently fails to remedy the dissatisfaction IIPS may terminate the Agreement forthwith.

9.3 IIPS may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Agreement forthwith where:

- NARI** or any of its personnel, either directly or through their servants or agents, breaches any of their obligations under this Agreement; or
- NARI** or any of its personnel has committed an offence under any of the prevailing laws applicable to the project.

9.4 Where this Agreement is terminated in accordance with this Clause, **NARI** shall, without prejudice to IIPS's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Agreement.

9.5 Where this Agreement is terminated pursuant to Clause 9.3, **NARI** shall pay IIPS within 15 days of notification such amount as IIPS shall have determined as the amount of any loss to IIPS resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

9.6 All materials, instruments, documents, filled in Schedules; data retrieved should be properly submitted/ transferred to IIPS.

9.7 All DBS and/or DBS based Biomarker samples should be kept properly (at -20⁰C or whichever appropriate) till alternate appropriate arrangement is done and communicated so to **NARI** by IIPS

10. Assignment

NARI shall not unilaterally transfer or assign or sublet any part of this AGREEMENT wholly or partially or otherwise the conduct of said proposal to any other person, firm or company or any other institution/organization.

11. Amendments and Modifications

No revisions, modifications or changes to this AGREEMENT shall be binding upon IIPS until the same is acknowledged by IIPS and agreed to in writing.

12. Limitation of Liability

NARI holds IIPS harmless from any liability claim for loss or damages of property or injury or death of persons or any cause of action of whatsoever nature that may arise out of performance of this AGREEMENT.

13. Indemnity

Except where arising from the negligence of IIPS, **NARI** shall indemnify IIPS in respect of any cost or damages however arising out of or related to breach of warranty or representation, AGREEMENT or statutory duty, or tortuous act or omissions by **NARI** or its personnel or any claims made against IIPS by third parties in respect thereof.

14. Disputes and Arbitration

In event of any dispute arising with regard to interpretation of the articles/terms of this agreement the matter shall be referred to sole arbitrator, who shall be appointed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The decision of the Arbitrator on the points referred to him/her shall be binding on both the parties to this agreement, subject to the provisions of the Arbitration and Conciliation Act of 1966. Nothing in this clause shall entitle **NARI/ IIPS** to refuse to perform its obligation under this AGREEMENT merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed.

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15. Technical Direction

Performance of the work indicated in the clause 2 - Statement of Work - shall be subject to the technical direction and approval by IIPS. All the technical directions consistent with the Statement of Work shall not constitute a new assignment of work or change in the expressed terms, conditions or specifications incorporated in the AGREEMENT and shall also not constitute a basis for increase in the agreed cost.

16. Submission of documents for payment

On completion of milestone as per clause 5 of this AGREEMENT, **NARI** shall submit the request for release of installment. The following documents shall be submitted concurrently with the invoices for payment

- d. Progress made to date on specific work completed (in quantifiable measure).
- e. Work in progress (in quantifiable measure).
- f. Work scheduled to be undertaken (in quantifiable measures).
- g. Activities that have been delayed.
- h. Utilization Certificate
- i. PAN No/ Service Tax No. (To be submitted only before the first installment)
- j. Bank details for RTGS / NEFT fund transfer (To be submitted only before the first installment)

17. Inspection of Performance

MoHFW, GOI, IIPS & LASI partner institutions or its designated officials of LASI WAVE-1, project have the right to inspect or test all the services called for by this AGREEMENT to the extent practicable at all places and times during the term of AGREEMENT. Any infringement of the right of IIPS to inspect or test the AGREEMENT services would constitute a breach of this AGREEMENT and the AGREEMENT could be revoked wholly or partially by the IIPS. Except as otherwise agreed in writing, all reports and data, compact disks or anything that pertains to collection of data under this project produced under this AGREEMENT shall be subject to inspection and acceptance by IIPS, notwithstanding any previous inspection or preliminary acceptance.

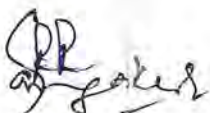
18. Data Security and Protection

1. **NARI** is required to maintain confidentiality including unauthorized disclosure and use of the data and biomarker collected. Any violation of the data security protocol will be subject to penalization and disqualification.
2. **NARI** will ensure strict compliance with all the data and biomarker protection and security provisions during data collection, storage, transmission and analysis, to be put in place by IIPS.
3. Requisite and secure data backup mechanisms are built in by **NARI** at each stage of data transfer as prescribed by IIPS.
4. **NARI** will keep the data and biomarker in a safe and secured place till IIPS informs **NARI** to delete/destroy data files/other documents and biomarkers. **NARI** should ensure that no other person/agency has access to the data and biomarker collected in survey. Any violation may attract suspension/termination of contract.
5. **NARI** will be notified by IIPS to remove any personally identifiable information from data sets, so that the respondent whom the data describe remains anonymous.

19. Corruption, Commissions, Discounts and Fraud

NARI warrants and represents to IIPS that neither the institute nor any of its personnel:

- i. Shall try to bribe for their own benefit in connection with this AGREEMENT
- ii. Shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the **NARI** of its obligations under the AGREEMENT



and shall immediately notify IIPS of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

20. Analysis, Publications and conference presentations of LASI data:

NARI will Collaborate in the scientific analysis of DBS Biomarker related data, develop and implement plans for joint research and participate in scientific publications. NARI investigators will also be involved in secondary data analysis and relevant LASI data will be shared with them. "

Signed for and on behalf of NARI	Signed for and on behalf of IIPS
 DIRECTOR-IN-CHARGE National AIDS Research Institute PUNE-411 026.	 अधीनस्थ निदेशक / Officiating Director अन्तराष्ट्रीय जनसंख्या विज्ञान संस्थान International Institute for Population Sciences पारा / Deonar नगर / Mumbai-400 088
Director In Charge	Offg. Director & Sr. Professor
National AIDS Research Institute G-block, MIDC, Bhosari, Pune, Maharashtra 411026	International Institute for Population Sciences Govandi station Road, Deonar Mumbai- 400 088

Witness (1) Dr. Madhuri Thakar
Name : Dr. Madhuri Thakar
DR. MADHURI THAKAR
M.Sc., Ph.D, Medical (Microbiology)

Witness (2) Prof. P. Arthikar
Name : Prof. P. Arthikar

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Dr. Madhuri Thakar

Annexure – I
STATEMENT OF WORK

NARI shall be responsible for the following tasks:

1. Personnel

a. Key Personnel/ Senior Personnel:

Director of NARI will be responsible for overall supervising and monitoring the project activities. Dr. Ashwini Shete will lead the NARI team and implement the specified storage and testing protocols. Dr. Sangeeta Kulkarni and Mrs. Varsha Kale will supervise and conduct the quality control assurance protocols, supervise the training of the staff and ensure testing as per standard protocols.

Dr. Shete & her team will supervise QC, data transfer, and overall supervision, maintenance of supplies, coordinating meetings and trainings (core team member).

b. Other Personnel:

NARI shall appoint manpower as and when required, in consultation with IIPS, referring to the budget for the entire period of the agreement with specific responsibility of this project (mentioned in annexure –I). Only the personnel trained by IIPS & collaborating partner institutions should be assigned the project related work. NARI should ensure that the trained personnel will be retained for entire project duration. In case of any attrition of personnel IIPS should be informed and retraining maybe conducted for the new recruitments.

2. Equipment & Reagent procurement by NARI

a. *NARI* shall procure all equipment, consumables (namely, the test kits, ELISA Readers and Washers, deep freezers, etc. as set out in the budget centrally by the following applicable General Financial Rules (GFR) for use at the *NARI* (mentioned in annexure-II).

b. Standard procedure should be followed for procurement of equipment and reagents.

3. Training

a. NARI shall identify the laboratory managers/ supervisors/ assistants to participate in the on-site training of laboratory personnel for conducting the LASI project activities of sample receiving, logging-in, storage, testing and quality control protocols which will be conducted by IIPS (dates will be confirmed by the IIPS).

b. NARI will have to make arrangements for the onsite training for specified duration in consultation with the IIPS and International collaborators from UCLA.

4. Receiving DBS sample & Reporting to IIPS

a. NARI will start receiving the samples from mid of **March 2017**. The designated personnel in NARI will be responsible for receiving the sample from various state agencies and will sign the respective transmittal sheet.

b. NARI will update the data entry excel sheet sent by State agency. Any discrepancy in the barcode labels on card, Transmittal sheet or data entry excel sheet should be notified to IIPS at the earliest.

c. NARI will also report IIPS about the condition of the DBS sample packets and the quality of dried blood spots.





5. Quality control of DBS samples

- i. NARI will update IIPS about the quality of samples received by them on a real time basis.
- ii. *NARI* will participate and implement Internal Quality assurance (IQA) & the External Quality Assurance (EQA) program using the Proficiency panel developed by LASI partner institutions for Dry Blood Spot Samples (DBS) as per the specified frequency.
- iii. *NARI* shall prepare and follow a technical document for quality assurance of DBS sample processes and biomarker testing.
- iv. The *NARI* shall monitor the IQC results regularly and review every month. Samples shall be drawn from all states of India.
- v. IIPS personnel trained in Quality control by partner institutions will conduct quality control analysis on test results provided by NARI & give regular feedback for the same.
- vi. Appropriate corrective action is required to be taken by NARI in case of discrepant results.

6. Storage and Testing

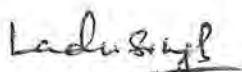
- i. Samples received at the testing laboratories will be stored in adherence to the standard laboratory guidelines. Keeping in mind the fact that testing will begin after completion of the field work, the samples should be directly stored at -20 degrees Celsius.
- ii. Samples will be tested for following biomarkers: Hb, HbA1C, CRP, EBV, Cystatin C, CMV as per the technical document prepared for the same.
- iii. *NARI* will be responsible for resolving any discordance between NARI and external quality control testing. NARI will involve IIPS in this process about the discordances.
- iv. NARI will also conduct the newer assays which may be included as the part of LASI proposal in consultation with IIPS and LASI partner institutions in accordance to the availability of budget and infrastructure for conducting the assays.

7. Long term Storage

There should be secure and dedicated storage place allotted for LASI project DBS sample. The blood samples for which consent is obtained is planned to be stored by NARI for 20 years but the current MoU is for 5 years and will be extended further as per the mutual agreement. All the samples should be stored at -20 degrees C for future testing unless notified otherwise by IIPS.

8. Destroying samples

Those respondents who have not consented for storing their samples for further testing will be listed by IIPS and the list of barcodes will be send to NARI. NARI will be responsible for identifying those samples and destroying them as & when advised by IIPS. Once destroyed NARI will inform IIPS regarding the same. NARI should submit a document to IIPS of destruction of DBS samples.



Annexure-I Staff requirement

Staff	Position	Number	Consolidated Emolument	Year 1	Year 2	Justification
1	Research assistant	6	31000	18,60,000 (2RAs for the whole year & 4 for 9 months)	14,88,000 (2RAs for the whole year & 4 for 6 months)	The work for bioassay includes processing DBS, labeling, preparing protocols, sample entries in the computer and actual performance of the assay. Two RA will be appointed for 2 years would look after sample receiving, grading, storage, equipment maintenance as well as sending reports (Core team members). 4 RAs will be appointed for 15 months. All 6 RAs would perform assays for Hb, HbA1C, CRP, EBV, Cystatin C and CMV tests on DBS samples. Each of the RA would process around samples for 3 ELISA plates in a day.
2	Upper Division Clerk	1	20,959	2,51,508	2,51,508	UDC will be involved in managing budget, monitoring and assessing balance and expenditure, submissions of UCs and SOEs, facing audits and preparing audit reports etc. He/she will also manage staff- appointment, salary, leaves etc.; procurement of kits and consumables (core team member)
3	Laboratory attendant	1	15,613	1,87,356	1,87,356	For laboratory and equipment cleaning, waste disposal, assist in sample retrieval and relocation, punching DBS cards, etc.

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Annexure- II Budget of LASI Study

A	Non recurring					2017-18	2018-2019
	70% equipment budget					42,63,000	
B	Staff		Position	Consolidated Emolument		Year 1	Year 2
	1		Research assistant (6)	31,000		18,60,000	14,88,000
	2		Upper Division Clerk (1)	20,959		2,51,508	2,51,508
	3		Laboratory attendant	15,613		1,87,356	1,87,356
C	Recurring						
	S. No.	Item	Quantity	per test cost	single testing	10% QC	Single+10%QC
	1	HbA1C	43,000	650	2,79,50,000	27,95,000	3,07,45,000
	2	Hb	43,000	10	4,30,000	43,000	4,73,000
	3	EBV	43,000	210	90,30,000	9,03,000	99,33,000
	4	High Sensitivity C-Reactive Protein ELISA	43,000	250	1,07,50,000		1,18,25,000
	5	cystatin C	43,000	340	1,46,20,000	14,62,000	1,60,82,000
	6	CMV	43,000	100	43,00,000	4,30,000	47,30,000
	7	Plasticware	43,000	35	15,05,000	1,50,500	16,55,500
	8	Kit validation				5,00,000	
	9	Contingency and equipment maintenance				2,50,000	2,50,000
	10	Training				1,00,000	
	11	Travel				20,000	30,000
		Subtotal				7,86,12,364	22,06,864
		Institutional charges (5%)				39,30,618	1,10,343
		Total				8,68,05,982	23,17,207
							8,91,23,189

** This budget is provisional and subject to revision and modification based on changes in the tests to be done and fluctuations in their prices with mutual agreement and also subject to outcome of RO-I application to National Institute of Ageing (NIA), USA.

Ladun Singh

Dr. Anil Kumar

Annexure III
Allocation of Sample - approximate numbers

Name of Lab	States phase-1	Sample	States phase-2	Sample	Grand Total
NARI	Tamil Nadu	3000	Maharashtra	3000	61000
	Gujarat	2000	Telangana	2000	
	Kerala	2000	West Bengal	3000	
	Karnataka	2000	Himachal Pradesh	1250	
	Bihar	3000	Andhra Pradesh	2000	
	Chhattisgarh	1625	Odisha	2000	
	Delhi (NCT)	1250	Jharkhand	2000	
	Goa	1250	Uttarakhand	1250	
	Uttar Pradesh	4000	Jammu & Kashmir	1250	
	Madhya Pradesh	2500	Chandigarh(UT)	1000	
	Rajasthan	2000	Sikkim	1000	
	Haryana	1625	Tripura	1000	
	Puducherry (UT)	1000	Arunachal Pradesh	1000	
	Daman and Diu(UT)	1000	Punjab	2000	
	Lakshadweep (UT)	1000	Assam	2000	
	Dadra and Nagar Haveli(UT)	1000	Manipur	1000	
			Meghalaya	1000	
			Nagaland	1000	
			Andaman & Nicobar(UT)	1000	
			Mizoram	1000	

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महाराष्ट्र MAHARASHTRA

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Amendment to

Memorandum of Understanding

International Institute for Population Sciences (IIPS), Mumbai

And

Chest Research Foundation (CRF), Pune

This **Amendment** to Memorandum of Understanding signed on 21st day of June 2017 between the **International Institute for Population Sciences (IIPS), Govandi Station Road, Deonar, Mumbai-400 088** (hereinafter called IIPS) of the first part and **Chest Research Foundation, Pune** (hereinafter called CRF) as the second part, is made on 3rd October 2018.

1. Background

LASI project has entrusted Chest Research Foundation, Pune for the responsibility of quality analysis of Spirometry graphs of LASI Main Wave-1 survey. LASI Project and CRF signed a MoU on **21st June 2017**. As per MoU, we have allocated budget of Rs. 8, 74,800/- for completion of work of LASI Main wave-1.

2. Purpose

The purpose of this Amendment to Memorandum of Understanding is to provide additional required fund to complete the below mentioned LASI work:

Reasons for requirement of additional funds

- Spirometry (Thor) software had many issues during phase 1 implementation. Currently, many updates were done in software and we have accepted a best version Thor 202 for phase 2 and 3 implementations.
- The Spirometry graphs which are generated during phase 1 needs conversion from old version to new 202 version to keep uniformity and comparability in results across the India.
- The phase 1 graphs when converted to 202 Thor version, best values are automatically selected based on identification of best graph by CRF. But around 6000 older version graphs are not getting converted to 202 Thor version which required manual data entry after analyzing the graphs by CRF
- CRF will require to identify best selected graph according to acceptable criteria and to do manual data entry of Phase-1 States data in IIPS data entry software for all non-converted phase 1 state's older version graphs. CRF will appoint data entry operators to complete the task of manual data entry and to complete the analysis for phase 1 states.

3. Amendment

The amendment is the following addition in scope of work in clause 3 as

- CRF will analyze the non-converted phase 1 state's older version graphs and select best graph according to acceptable criteria. CRF will recruit and supervise Data entry operator who will perform manual data entry for the non-converted phase 1 state's older version graphs in IIPS data entry software as per the section.

4. Point of Contact

Each Party will designate a Point of Contact for implementation of the MoU. The designated Points of Contact are currently:

For IIPS: **Prof. Arokiasamy Perianayagam** (email: parokiasamy@iips.net)

For Chest Research Foundation: **Dr Sundeep Salvi** (email: ssalvi@crfindia.com)

5. Agreement Amount and Payment Procedure

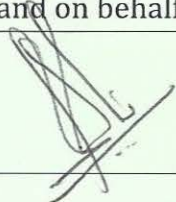
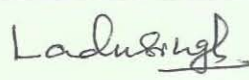
IIPS will pay an additional amount (including service tax) not exceeding **Rs. 2, 54,880/- only (Rupees Two Lakhs Fifty four thousand eight hundred and Eighty only)** as per the annexure 3 budget provision for completing the above listed amendment in Scope of Work.

The Additional budget is to be utilized for

- Recruitment of Data Manager/Quality Assurance, Data entry operator and Administration Salary.
- Equipment and Facility Charges for above staff,
- Stationery Charges

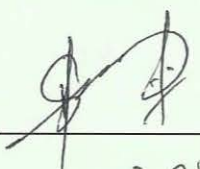
7. Main contract Clauses:

All the clauses of MoU will remain same.

Signed for and on behalf of CRF	Signed for and on behalf of IIPS
	
Director	Offg. Director and Senior Professor
Chest Research Foundation	International Institute for Population Sciences
Address:	Address: Govandi Station Road, Deonar, Mumbai-400 088
Date: 19 th Oct. 2018	Date:

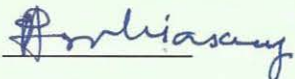
Witness (1)

Name


: Weeraj Singh

Witness (2)

Name


: P. Arulkiasamy

Longitudinal Ageing Study in India (LASI)
International Institute for Population Sciences
Deemed University
Govandi Station Road, Deonar
Mumbai - 400 088.
Tel.: 022 42372401

Annexure-3
Additional Budget for Chest Research Foundation (CRF)

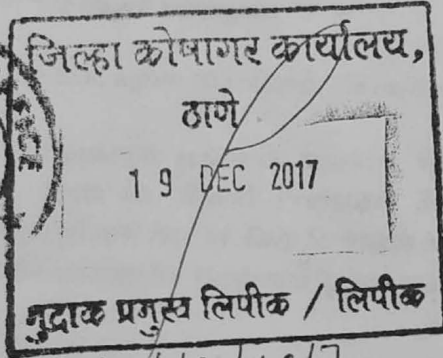
Data management Budget			
1 Page ~ 50 Data Points (Demographic + Spirometry Best test data)		6000 Forms	
No. of Pages		1	
No. of Data Points		50	
No. of Forms		6000	
Description	Number	Rate	Amount
Data Manager/Quality Assurance	1	70000	70000
Data entry operator	3	25000	75000
Administration Salary	1	30000	30000
A			175000
Facility Charges			36000
Stationery Charges			5000
B			41000
Total (A+B)			216000
GST @ 18%			38880
Total due			254880



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SV 537855



19/12/2017

Memorandum of Understanding

International Institute for Population Sciences (IIPS), Mumbai

And

Regional Geriatric Centre, Nizam's Institute of Medical Sciences, Hyderabad

This Memorandum of Agreement made on 23 day of March 2018 between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400088 (hereinafter called IIPS) of the first part and **Regional Geriatric Centre, Nizam's Institute of Medical Sciences, Hyderabad** (hereinafter called RGC) as the second part.

1. Background

The Longitudinal Ageing Study in India (LASI) is a large-scale national level survey of scientific investigation of the health, economic, social conditions, and determinants and consequences of population ageing in India. LASI is a nationally representative survey of 61,000 older adults in age 45+ in India and its 30 states and 6 union territories.


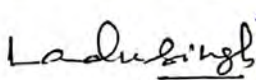
The main goal of LASI is to collect credible scientific data on burden of disease, functional health, health care, and social and economic wellbeing of older adults.

9. Indemnity

Except where arising from the negligence of IIPS, **RGC** shall indemnify IIPS in respect of any cost or damages however arising out of or related to breach of warranty or representation, AGREEMENT or statutory duty, or tortuous act or omissions by **RGC** or its personnel or any claims made against IIPS by third parties in respect thereof.

10. Miscellaneous

This MoU shall be governed by and construed in accordance with the laws of Government of India.

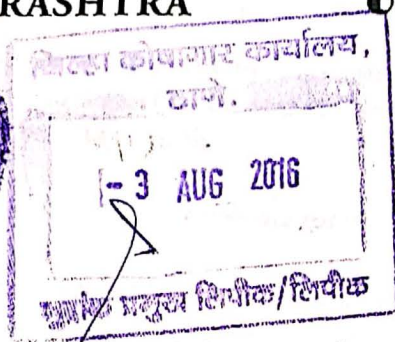
Signed for and on behalf of RGC	Signed for and on behalf of IIPS
 DIRECTOR The Nizam's Institute of Medical Sciences, Punjabgutta, Hyderabad-500 082.	 स्थानापन्न निदेशक / Officiating Director अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान International Institute for Population Sciences Borivli, Mumbai-400 088.
Head of Institution	Director
Regional Geriatric Center, Nizam's Institute of Medical Sciences, Hyderabad	International Institute for Population Sciences
Address: Punjabgutta, Hyderabad, Telangana 500082	Address: Govandi Station Road, Deonar, Mumbai-400 088
Date:	Date:



महाराष्ट्र MAHARASHTRA

2015

PS 731495



Memorandum of Understanding

International Institute for Population Sciences (IIPS), Mumbai

And

Regional Geriatric Centre, Madras Medical College, Chennai, Tamil Nadu

This Memorandum of Agreement made on 18 day of August 2016 between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and **Regional Geriatric Centre, Madras Medical College, Chennai, Tamil Nadu** (hereinafter called RGC) as the second part.

1. Background

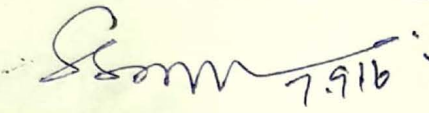

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10. Miscellaneous

This MoU shall be governed by and construed in accordance with the laws of Government of India.

Signed for and on behalf of RGC	Signed for and on behalf of IIPS
	
Head of Institution	Director
Regional Geriatric Center, Madras Medical College, Chennai, Tamil Nadu	International Institute for Population Sciences अन्तराष्ट्रीय जनसंख्या विज्ञान संस्थान International Institute for Population Science देवनार/Deonar, मुंबई/Mumbai-400 088.
Address: Prof. Dr. S. SIVAKUMAR, M.D. (GERIATRICS) D.T.R.D., REGD. No. 39039, CHIEF CIVIL SURGEON PROF & HOD OF GERIATRIC MEDICINE MADRAS MEDICAL COLLEGE & R G GOVT. GENERAL HOSPITAL CHENNAI - 600 003	Address: Govandi Station Road, Deonar, Mumbai-400 088
Date:	Date:

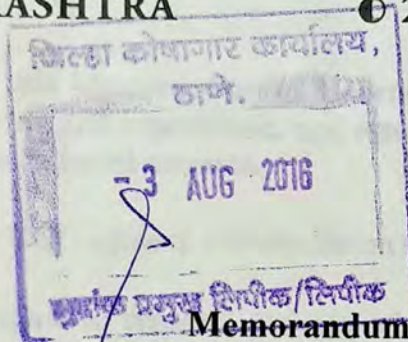
7th September 2016



महाराष्ट्र MAHARASHTRA

2015

PS 731497



Memorandum of Understanding

International Institute for Population Sciences (IIPS), Mumbai

And

Sher-i-Kashmir Institute of Medical Sciences,
Srinagar, Jammu & Kashmir

This Memorandum of Agreement made on 18 day of August 2016 between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and **Regional Geriatric Centre, Sher-i-Kashmir Institute of Medical Sciences, Srinagar, Jammu & Kashmir** (hereinafter called RGC) as the second part.

1. Background

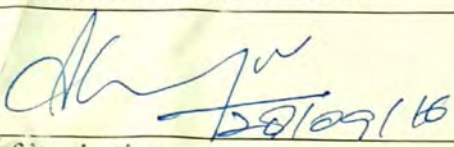

The Longitudinal Ageing Study in India (LASI) is a large-scale national level survey of scientific investigation of the health, economic, social conditions, and determinants and consequences of population ageing in India. LASI is a nationally representative survey of 60,250 older adults in age 45+ in India and its 30 states and 6 union territories.

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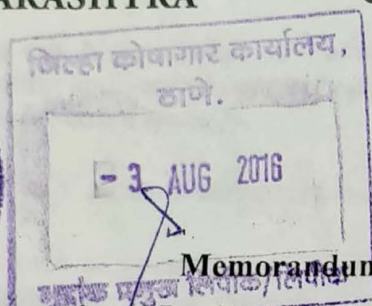
Signed for and on behalf of RGC	Signed for and on behalf of IIPS
	
Head of Institution Regional Geriatric Center, Sher-i-Kashmir Institute of Medical Sciences, Srinagar, Jammu & Kashmir	Director International Institute for Population Sciences International Institute for Population Sciences Deonar/Deonar, मुंबई/Mumbai-400 0
Address: SKIMS	Address: Govandi Station Road, Deonar, Mumbai-400 088
Date: 28/09/2016	Date:



महाराष्ट्र MAHARASHTRA

2015

PS 731493



Memorandum of Understanding
International Institute for Population Sciences (IIPS), Mumbai
And
Regional Geriatric Centre, Trivandrum Medical College,
Thiruvananthapuram, Kerala

This Memorandum of Agreement made on 16 day of August 2016 between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and **Regional Geriatric Centre, Trivandrum Medical College, Thiruvananthapuram, Kerala** (hereinafter called RGC) as the second part.

1. Background

The Longitudinal Ageing Study in India (LASI) is a large-scale national level survey of scientific investigation of the health, economic, social conditions, and determinants and consequences of population ageing in India. LASI is a nationally representative survey of 60,250 older adults in age 45+ in India and its 30 states and 6 union territories.

1 of 4

Dr. RAVIKUMAR KURUP.A
MD, DM (Neuro) MNAMS
Professor & Head
Internal Medicine
Reg.No: 12344

6/10/16



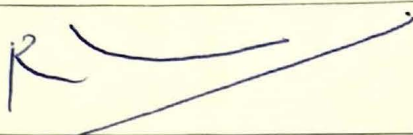

RGC / IIPS to refuse to perform its obligation under this AGREEMENT merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed.

9. Indemnity

Except where arising from the negligence of IIPS, **RGC** shall indemnify IIPS in respect of any cost or damages however arising out of or related to breach of warranty or representation, AGREEMENT or statutory duty, or tortuous act or omissions by **RGC** or its personnel or any claims made against IIPS by third parties in respect thereof.

10. Miscellaneous

This MoU shall be governed by and construed in accordance with the laws of Government of India.

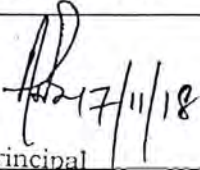
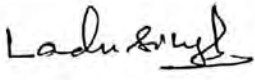
Signed for and on behalf of RGC	Signed for and on behalf of IIPS
	
Head of Institution Dr RAVI KUMAR KURUP A	Director डॉ. एफ. राम/Dr. F. Ram निदेशक एवं वरिष्ठ प्रोफेसर Director & Senior Professor अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान International Institute for Population Sciences देवनार/Deonar, मुंबई/Mumbai-400 088.
Regional Geriatric Centre, Trivandrum Medical College, Thiruvananthapuram, Kerala	International Institute for Population Sciences deonar/Deonar, मुंबई/Mumbai-400 088.
Address: HEAD REGIONAL GERIATRIC CENTRE, MEDICAL COLLEGE TM, KERALA - 695011	Address: Govandi Station Road, Deonar, Mumbai-400 088
Date: 6/10/16	Date:

10. Indemnity

Except where arising from the negligence of IIPS, MCK shall indemnify IIPS in respect of any cost or damages however arising out of or related to breach of warranty or representation, AGREEMENT or statutory duty, or tortuous act or omissions by MCK or its personnel or any claims made against IIPS by third parties in respect thereof.

11. Miscellaneous

This MoU shall be governed by and construed in accordance with the laws of Government of India.

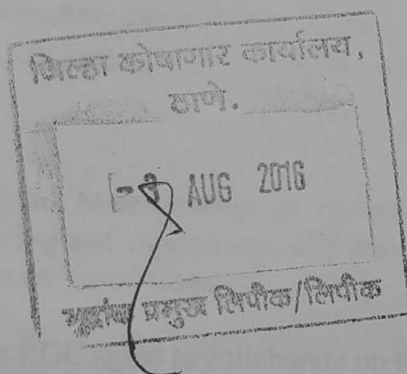
Signed for and on behalf of MCK	Signed for and on behalf of IIPS
 Principal Head of Institution	 स्थापन निदेशक / Officiating Director अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान International Institute for Population Sciences, Deonar मुंबई / Mumbai-400 038.
Medical College, Kolkata	International Institute for Population Sciences, Mumbai
Address: 88, College street, Kolkata-700073	Address: Govandi Station Road, Deonar, Mumbai-400 088
Date:	Date: 13.11.2018



महाराष्ट्र MAHARASHTRA

2015

PS 731491



Memorandum of Understanding

International Institute for Population Sciences (IIPS), Mumbai

And

Regional Geriatric Centre, All India Institute for Medical Sciences, New Delhi

This Memorandum of Agreement made on 16 day of August 2016 between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and **Regional Geriatric Centre, All India Institute for Medical Sciences, New Delhi** (hereinafter called RGC) as the second part.

[Signature]

[Signature]

[Signature]

8. Disputes and Arbitration

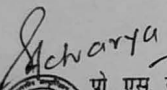
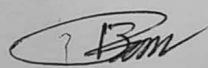
In event of any dispute arising with regard to interpretation of the articles/terms of this agreement the matter shall be referred to sole arbitrator, who shall be appointed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The decision of the Arbitrator on the points referred to him/her shall be binding on both the parties to this agreement, subject to the provisions of the Arbitration and Conciliation Act of 1966. Nothing in this clause shall entitle RGC / IIPS to refuse to perform its obligation under this AGREEMENT merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed.

9. Indemnity

Except where arising from the negligence of IIPS, **RGC** shall indemnify IIPS in respect of any cost or damages however arising out of or related to breach of warranty or representation, AGREEMENT or statutory duty, or tortuous act or omissions by **RGC** or its personnel or any claims made against IIPS by third parties in respect thereof.

10. Miscellaneous

This MoU shall be governed by and construed in accordance with the laws of Government of India.

Signed for and on behalf of RGC	Signed for and on behalf of IIPS
 Head of Institute संकायप्यक्ष (अनुसंधान) / Prof. S. K. Acharya अनुसंधान अनुभाग / Research Section अ.भा.आ.स., अंसारी नगर / A.I.I.M.S., Ansari Nagar नई दिल्ली / New Delhi-110029	 Director डॉ. एफ. राम / Dr. F. Ram निदेशक एवं वरिष्ठ प्रोफेसर Director & Senior Professor
Regional Geriatric Center, , All India Institute for Medical Sciences, New Delhi	International Institute for Population Sciences International Institute for Population Science देवनार/Deonar, मुंबई/Mumbai-400 088.
Address:	Address: Govandi Station Road, Deonar, Mumbai-400 088
Date: 7/9/2016	Date:



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PS 731496



Memorandum of Understanding

International Institute for Population Sciences (IIPS), Mumbai

And

Regional Geriatric Centre, Gauhati Medical College and Hospital,
Guwahati, Assam

This Memorandum of Agreement made on 18 day of August 2016 between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and **Regional Geriatric Centre, Gauhati Medical College and Hospital, Guwahati, Assam** (hereinafter called RGC) as the second part.

1. Background

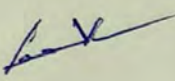
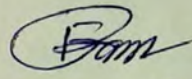
The Longitudinal Ageing Study in India (LASI) is a large-scale national level survey of scientific investigation of the health, economic, social conditions, and determinants and consequences of population ageing in India. LASI is a nationally representative survey of 60,250 older adults in age 45+ in India and its 30 states and 6 union territories.

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10. Miscellaneous

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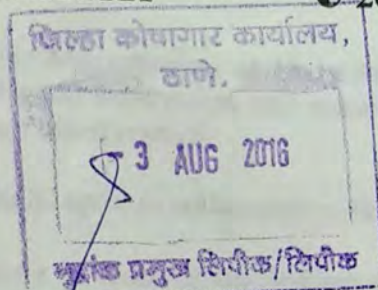
Signed for and on behalf of RGC	Signed for and on behalf of IIPS
	
Head of Institution	Director
Regional Geriatric Center, Gauhati Medical College and Hospital, Guwahati, Assam	International Institute for Population Sciences अन्तराष्ट्रीय जनसंख्या विज्ञान संस्थान International Institute for Population Sciences देवनार/Deonar, मुंबई/Mumbai-400 08
Address: Principal-Cum-Chief Superintendent Gauhati Medical College & Hospital Guwahati-32	Address: Govandi Station Road, Deonar, Mumbai-400 088
Date: 26-09-2016	Date:



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PS 731498



Memorandum of Understanding

International Institute for Population Sciences (IIPS), Mumbai

And

**Regional Geriatric Centre, Grant Medical College and
Sir J.J. Group of Hospitals, Mumbai**

This Memorandum of Agreement made on 18 day of August 2016 between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400088 (hereinafter called IIPS) of the first part and **Regional Geriatric Centre, Grant Medical College and Sir J.J. Group of Hospitals, Mumbai** (hereinafter called RGC) as the second part.

1. Background


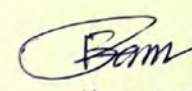
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10. Miscellaneous

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Signed for and on behalf of RGC	Signed for and on behalf of IIPS
	 डॉ. एफ. राम/Dr. F. Ram निदेशक एवं वरिष्ठ प्रोफेसर
Head of Institution Regional Geriatric Center, Grant Medical College and Sir J.J. Group of Hospitals, Mumbai	Director International Institute for Population Sciences अन्तराष्ट्रीय जनसंख्या विज्ञान संस्थान International Institute for Population Sciences देवनार/Deonar, Mumbai-400 088.
Address:	Address: Govandi Station Road, Deonar, Mumbai-400 088
Date:	Date:

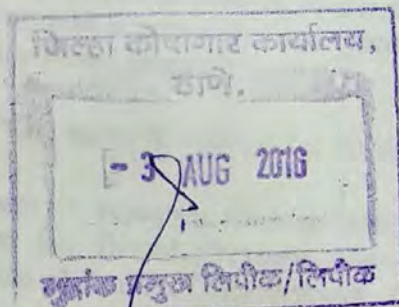




महाराष्ट्र MAHARASHTRA

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PS 731492



Memorandum of Understanding

International Institute for Population Sciences (IIPS), Mumbai

And

Regional Geriatric Centre, Dr. S. N. Medical College, Jodhpur, Rajasthan

This Memorandum of Agreement made on 16 day of August 2016 between the International Institute for Population Sciences (IIPS), Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and Regional Geriatric Centre, Dr. S. N. Medical College, Jodhpur, Rajasthan (hereinafter called RGC) as the second part.

1. Background

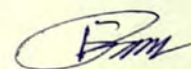
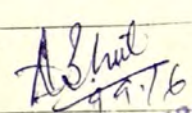
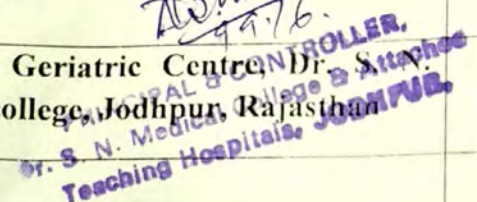
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This MoU shall be governed by and construed in accordance with the laws of Government of India.

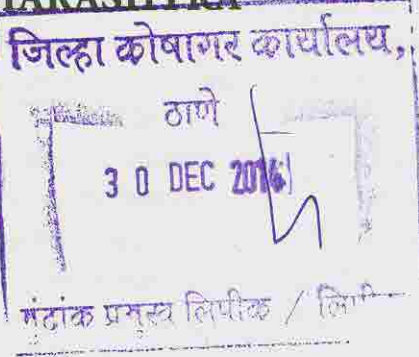
Signed for and on behalf of <i>RGC</i>	Signed for and on behalf of <i>IIPS</i>
	
Head of Institution 	Director डॉ. एम्. राव/Dr. E. Rao निदेशक एवं वरिष्ठ प्रोफेसर Director & Senior Professor
Regional Geriatric Centre, Dr. S. N. Medical college, Jodhpur, Rajasthan 	International Institute for Population Sciences International Institute for Population Sciences देवनार/Deonar, मुंबई/Mumbai-400 088.
Address:	Address: Govandi Station Road, Deonar, Mumbai-400 088
Date:	Date:



महाराष्ट्र MAHARASHTRA

2014

LX 365643



Memorandum of Agreement

This Memorandum of Agreement made on fifth day of January 2015 on behalf of Ministry of Health and Family Welfare (MoHFW), Government of India (GOI), New Delhi between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and the **State Reference Laboratory, Sir J.J. Hospital, Byculla, Mumbai 400 008** which expression shall, subject to the AGREEMENT, include its successors in business and permitted assignees of the second part.

1. Purpose of AGREEMENT

1. The Ministry of Health and Family Welfare (MoHFW), Government of India (GOI) has appointed IIPS as the nodal implementing agency to conduct the National Family Health Survey (NFHS)-4 in 29 States and 6 Union Territories (UTs). The survey aims to provide estimates of most of health and

family welfare indicators at the state and district level for all 640 districts in the country. Knowing prevalence of HIV infection in the general population of the country is also one of the key components of this survey. The IIPS, under direction from the MoHFW, has identified six laboratories across the country, where the Dried Blood Spot (DBS) samples on filter paper cards would be sent for the HIV testing to be done. All these laboratories are part of the Reference Laboratory Network created by the Department of Health and Family Welfare under its National AIDS Control Organization. These laboratories have prior experience of conducting HIV testing on DBS samples. The current agreement is between the *International Institute for Population Sciences (IIPS), Deonar, Mumbai* and *The State Reference Laboratory (SRL) in the department of Microbiology at Sir J.J. Hospital, Mumbai (hereinafter referred to as SRL-JJ HOSPITAL)*, which is one of the laboratories selected for HIV testing in NFHS-4. Accordingly, this AGREEMENT is entered into for following broad purposes;

- Receiving, logging in and storage of DBS samples; the **SRL-JJ HOSPITAL** will be required to receive all DBS samples which are sent by the Field Agency conducting the survey in the allocated states. These samples should be logged in using the dedicated computer with installed software and these DBS samples should be stored as per CDC-UNAIDS-WHO guidelines for subsequent testing. Deploying dedicated equipment and adequately trained manpower for conducting the HIV testing as agreed upon (Annexure I).
- Putting in place a uniform system of internal quality controls at the **SRL-JJ HOSPITAL** under directions from the National AIDS Research Institute (NARI), Pune
- Conducting HIV testing using ELISA 1, ELISA 2 and Western Blot test kits, after completion of field work in the assigned area. The IIPS will send an intimation to the laboratory in this regard.
- Ensuring uninterrupted supply of the consumables required for HIV testing, except the ELISA 1 and ELISA 2 and Western Blot test kits which would be supplied by NARI.
- Regularly taking part in the External Quality Control for NFHS-4 HIV testing by sending all positive and 2% of negative samples (Software System generated) to NARI
- Strengthening the capacity of the **SRL-JJ HOSPITAL** to conduct HIV testing on a large number of samples using internationally acceptable protocols and guidelines

2. Statement of Work (SOW)

The **SRL-JJ HOSPITAL**, Delhi shall carry out the proposed activities and other requirements outlined in the Annexure I - Statement of Work (SOW) of this AGREEMENT for the implementation of the NFHS-4 Project (herein after called SOW). Any ambiguity in the SOW should be referred to IIPS for clarification. The decision of the IIPS will be final.

3. Period of Performance

The activities listed in the SOW will be completed by the individual Testing Laboratories within 18 months of signing of the agreement.

4. Agreement Amount and Payment Procedure

IIPS will pay an amount (including service tax) not exceeding **Rs. 34,30,000/- only** for completing the activities listed in Statement of Work as per following payment schedule.

Table 1; milestones, verifiable indicators and payment terms

Instalment	Milestone	Verifiable indicator	% of the Amount to be released
First	Setting up the laboratory system	All consumables, and trained manpower for conducting the HIV testing for NFHS-4 are identified and put in place (ELISA and Western Blot kits to be supplied by NARI)	60% of contract value excluding equipment cost
		Laboratory managers undergone the technical training at NARI (setting up laboratory systems and software)	Amount for printer, computer and generator set will be transferred within 30 days of
		Computer software system for HIV testing and tracking set up and onsite training of the identified staff completed	

Instalment	Milestone	Verifiable indicator	% of the Amount to be released
		<p>All preparations for receiving and storage of DBS samples in the laboratory are completed</p> <p>Procurement of deep freezers for storing DBS samples at -20 deg C completed (as early as possible , not later than 15th February 2015- till that time the lab will store DBS at -20 deg C using their existing facility).</p>	<p>submitting the invoices to IIPS</p> <p>IIPS will transfer 100% of the expenditure incurred in procuring deep freezers within 30 days of submission of invoice</p>
Second	<p>On-site training of technical personnel in</p> <p>Receipt, logging in and storage of FIRST* phase survey DBS samples</p> <p>Testing, internal and external quality control for FIRST* phase samples</p>	<p>On-site Training of technical personnel deployed for HIV testing in NFHS-4 is completed</p> <p>All first phase survey DBS samples received, logged in and properly stored</p> <p>Testing, internal and external quality control for first phase samples completed and all discrepant results (between the lab and NARI) resolved with NARI and IIPS</p>	20% of contract value excluding equipment cost
Third	<p>Receipt, logging in and storage of SECOND phase survey DBS samples</p> <p>Testing, Internal and external quality control for SECOND phase samples</p>	<p>All second phase survey DBS samples received, logged in and properly stored</p> <p>Testing, internal and external quality control for SECOND phase samples completed.</p>	15% of contract value excluding equipment cost
Final	Resolution of discrepant results	All discrepant results resolved with NARI and IIPS	5% of contract value excluding equipment cost

5. Termination of Agreement

If IIPS at any stage, based on an objective examination and scrutiny set out through a due process considers, that the **SRL-JJ HOSPITAL** has failed to make progress in the implementation of the work schedule or is otherwise incapable of starting the project as per the timeline and completing the project work as stipulated or has failed to maintain the quality of work to the satisfaction of IIPS and NARI, then IIPS may revoke this AGREEMENT wholly or partially and may take appropriate action against **SRL-JJ HOSPITAL**. In that event, total amount released till that time to **SRL-JJ HOSPITAL** should be returned to IIPS within a stipulated period of 15 days from the date of revoking of this AGREEMENT and **SRL-JJ HOSPITAL** will have no claim on the balance amount or for the work so far completed.

6. Force Majeure and Termination

- 6.1. Where the performance by the **SRL-JJ HOSPITAL** of its obligations under this AGREEMENT is delayed, hindered or prevented by an event or events beyond the reasonable control of it and against which an experienced organization could not reasonably have been expected to take precautions, **SRL-JJ HOSPITAL** shall promptly notify IIPS in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this AGREEMENT.
- 6.2. From the date of receipt of notice given in accordance with Clause 6.1, IIPS may, at its sole discretion, either suspend this AGREEMENT for up to a period of 6 months ("the Suspension Period") or terminate this AGREEMENT forthwith.
- 6.3. If by the end of the Suspension Period the parties have not agreed on a further period of suspension or re-instatement of the AGREEMENT, this AGREEMENT shall terminate automatically.
- 6.4. During the period of **SRL-JJ HOSPITAL**'s inability to perform the services as a result of an event of Force Majeure, IIPS shall during the subsistence of the Force Majeure event be liable to make

payments to **SRL-JJ HOSPITAL** under the terms of the AGREEMENT for any/all services rendered by the **SRL-JJ HOSPITAL** and reimburse any/all such costs/expenses reasonably and necessarily incurred/spent by **SRL-JJ HOSPITAL**. In addition, IIPS shall be liable to make such payments to the **SRL-JJ HOSPITAL** which may be incurred by it in reactivating the services after the end of the Force Majeure period. In case of suspension and termination of the MOA, the **SRL-JJ HOSPITAL** will be liable to refund the money already paid for which it has not provided the service or the work.

7. Suspension or Termination without Default of Individual Testing Laboratory

- 7.1. IIPS may, at its sole discretion, suspend or terminate this AGREEMENT at any time by so notifying the **SRL-JJ HOSPITAL** and giving the reason(s) for such suspension or termination.
- 7.2. Where this AGREEMENT has been suspended or terminated pursuant to Clause 7.1, **SRL-JJ HOSPITAL** shall:
- a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-AGREEMENTs) in a cost-effective, timely and orderly manner; and
 - b) provide to IIPS, not more than 30 days after IIPS notifies **SRL-JJ HOSPITAL** of the suspension or termination of this AGREEMENT an account in writing, stating:
 - i. any costs, if any, due before the date of suspension or termination;
 - ii. any costs to be expended after the date of suspension or termination which **SRL-JJ HOSPITAL** necessarily incurred in the proper performance of this AGREEMENT and which it cannot reasonably be expected to avoid or recover.
 - iii. that all materials, instruments, documents, filled in Schedules, data retrieved have been properly submitted/transferred to IIPS
- 7.3 Subject to IIPS approval, IIPS shall pay such amount to **SRL-JJ HOSPITAL** normally within 30 days after receipt from it of an Invoice in respect of the amount due.

8. Termination with Default of Individual Testing Laboratory

- 8.1. IIPS may notify **SRL-JJ HOSPITAL** of the suspension or termination of this Agreement where the services or any part of them are not provided to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the action required by **SRL-JJ HOSPITAL** to remedy that dissatisfaction and the time within which it must be completed.
- 8.2. Where this Agreement is suspended under Clause 8.1 and **SRL-JJ HOSPITAL** subsequently fails to remedy the dissatisfaction IIPS may terminate the Agreement forthwith.
- 8.3. IIPS may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Agreement forthwith where:
- a. **SRL-JJ HOSPITAL** or any of its personnel, either directly or through their servants or agents, breaches any of their obligations under this Agreement; or
 - b. **SRL-JJ HOSPITAL** or any of its personnel has committed an offence under any of the prevailing laws applicable to the project.
- 8.4 Where this Agreement is terminated in accordance with this Clause, **SRL-JJ HOSPITAL** shall, without prejudice to IIPS's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Agreement.
- 8.5 Where this Agreement is terminated pursuant to Clause 8.3, **SRL-JJ HOSPITAL** shall pay IIPS within 10 days of notification such amount as IIPS shall have determined as the amount of any loss to IIPS resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

9. Assignment

SRL-JJ HOSPITAL shall not unilaterally transfer or assign or sublet any part of this AGREEMENT wholly or partially or otherwise the conduct of said proposal to any other person, firm or company or any other institution/organization.

10. Amendments and Modifications

No revisions, modifications or changes to this AGREEMENT shall be binding upon IIPS until the same is acknowledged by IIPS and agreed to in writing.

11. Limitation of Liability

SRL-JJ HOSPITAL holds IIPS harmless from any liability claim for loss or damages of property or injury or death of persons or any cause of action of whatsoever nature that may arise out of performance of this AGREEMENT.

12. Indemnity

Except where arising from the negligence of IIPS, **SRL-JJ HOSPITAL** shall indemnify IIPS in respect of any cost or damages however arising out of or related to breach of warranty or representation, AGREEMENT or statutory duty, or tortuous act or omissions by **SRL-JJ HOSPITAL** or its personnel or any claims made against IIPS by third parties in respect thereof.

13. Disputes and Arbitration

In event of any dispute arising with regard to interpretation of the articles/terms of this agreement the matter shall be referred to sole arbitrator, who shall be appointed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The decision of the Arbitrator on the points referred to him/her shall be binding on both the parties to this agreement, subject to the provisions of the Arbitration and Conciliation Act of 1966. Nothing in this clause shall entitle **SRL-JJ HOSPITAL** / IIPS to refuse to perform its obligation under this AGREEMENT merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed.

14. Technical Direction

Performance of the work indicated in the clause 2 - Statement of Work - shall be subject to the technical direction and approval by IIPS. All the technical directions consistent with the Statement of Work shall not constitute a new assignment of work or change in the expressed terms, conditions or specifications incorporated in the AGREEMENT and shall also not constitute a basis for increase in the agreed cost.

15. Submission of documents for payment

On completion of milestone as per clause 4 of this AGREEMENT, **SRL-JJ HOSPITAL** shall submit the request for release of installment. The following documents shall be submitted concurrently with the invoices for payment

- a. Progress made to date on specific work completed (in quantifiable measure).
- b. Work in progress (in quantifiable measure).
- c. Work scheduled to be undertaken (in quantifiable measures).
- d. Activities that have been delayed.
- e. Utilization Certificate
- f. PAN No/ Service Tax No.
- g. Bank details for RTGS / NEFT fund transfer

16. Inspection of Performance

MoHFW, GOI and IIPS or its designated officials of NFHS-4 project have the right to inspect or test all the services called for by this AGREEMENT to the extent practicable at all places and times during the term of AGREEMENT. Any infringement of the right of IIPS to inspect or test the AGREEMENT services would constitute a breach of this AGREEMENT and the AGREEMENT could be revoked wholly or partially by the IIPS. Except as otherwise agreed in writing, all reports and data, compact disks or anything that pertains to collection of data under this project produced under this AGREEMENT shall be subject to inspection and acceptance by IIPS, notwithstanding any previous inspection or preliminary acceptance.

17. Data Security and Protection

1. **SRL-JJ HOSPITAL** is required to maintain confidentiality including unauthorized disclosure and use of the data collected. Any violation of the data security protocol will be subject to penalization and disqualification.
2. **SRL-JJ HOSPITAL** will ensure strict compliance with all the data protection and security provisions during data collection, storage, transmission and analysis, to be put in place by IIPS.
3. Requisite and secure data backup mechanisms are built in by **SRL-JJ HOSPITAL** at each stage of data transfer as prescribed by IIPS.
4. **SRL-JJ HOSPITAL** will keep the data in a safe and secured place till IIPS informs **SRL-JJ HOSPITAL** to delete/destroy data files/other documents. **SRL-JJ HOSPITAL** should ensure that no

other person/agency has access to the data collected in NFHS-4 survey. Any violation may attract suspension/termination of contract.

18. Corruption, Commissions, Discounts and Fraud

SRL-JJ HOSPITAL warrants and represents to IIPS that neither that Laboratory nor any of its personnel:

- i. shall try to bribe for their own benefit in connection with this AGREEMENT
- ii. shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the **SRL-JJ HOSPITAL** of its obligations under the AGREEMENT and shall immediately notify IIPS of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

Signed for and on behalf of **SRL-JJ HOSPITAL**

Signed for and on behalf of **IIPS**



Director
SRL-JJ HOSPITAL
Byculla, Mumbai 400 008

**PROFESSOR & HEAD & I/C ICTC,
DEPT. OF MICROBIOLOGY,
GGMC & SIR JJ HOSPITAL,
BYCULLA, MUMBAI**

Witness (1) Shraddha

Name : SHRADDHA MEHTA

Witness (2) N. S. Gulhane

Name : Dr. Niles h S. Gulhane



Director & Sr. Professor
International Institute for Population Sciences
Govandi Station Road, Deonar
Mumbai-400 088

डॉ. एफ. राम/Dr. F. Ram
निदेशक एवं वरिष्ठ प्रोफेसर
Director & Senior Professor
अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान
International Institute for Population Sciences
देवना/Deonar, मुंबई/Mumbai-400 088.

Witness (3) B. Paswani

Name : Prof. B. PASWANI

Witness (4) B. S. Sawant

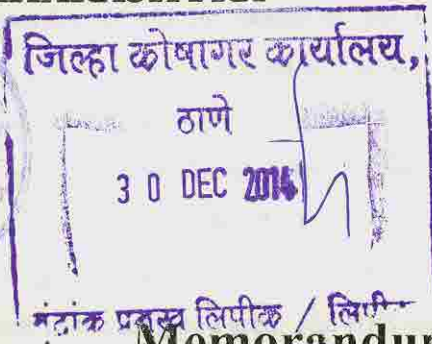
Name : Mr. B. S. Sawant



महाराष्ट्र MAHARASHTRA

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LX 365645



Memorandum of Agreement

This Memorandum of Agreement made on fifth day of January 2015, on behalf of Ministry of Health and Family Welfare (MoHFW), Government of India (GOI), New Delhi between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and **Cristian Medical College, Department of Clinical Virology, Asha Building 9th Floor Vellore-632004 Tamil Nadu** (hereinafter referred to as CMC), which expression shall, subject to the AGREEMENT, include its successors in business and permitted assignees of the second part.

1. Purpose of AGREEMENT

The Ministry of Health and Family Welfare (MoHFW), Government of India (GOI) has appointed IIPS as the nodal implementing agency to conduct the National Family Health Survey (NFHS)-4 in 29 States and 6 Union Territories (UTs). The survey aims to provide estimates of most of health and family welfare

indicators at the state and district level for all 640 districts in the country. Knowing prevalence of HIV infection in the general population of the country is also one of the key components of this survey. The IIPS, under direction from the MoHFW, has identified six laboratories across the country, where the Dried Blood Spot (DBS) samples on filter paper cards would be sent for the HIV testing to be done. All these laboratories are part of the Reference Laboratory Network created by the Department of Health and Family Welfare under its National AIDS Control Organization. These laboratories have prior experience of conducting HIV testing on DBS samples. The current agreement is between the *International Institute for Population Sciences (IIPS), Deonar, Mumbai* and *The National Reference Laboratory (NRL) in the department of Microbiology at The Cristian Medical College, Vellore (hereinafter referred to as NRL-CMC)*, which is one of the laboratories selected for HIV testing in NFHS-4. Accordingly, this AGREEMENT is entered into for following broad purposes;

- Receiving, logging in and storage of DBS samples; the *NRL-CMC* will be required to receive all DBS samples which are sent by the Field Agency conducting the survey in the allocated states. These samples should be logged in using the dedicated computer with installed software and these DBS samples should be stored as per CDC-UNAIDS-WHO guidelines for subsequent testing. Deploying dedicated equipment and adequately trained manpower for conducting the HIV testing as agreed upon (Annexure I).
- Putting in place a uniform system of internal quality controls at the *NRL-CMC* under directions from the National AIDS Research Institute (NARI), Pune
- Conducting HIV testing using ELISA 1, ELISA 2 and Western Blot test kits, after completion of field work in the assigned area. The IIPS will send intimation to the laboratory in this regard.
- Ensuring uninterrupted supply of the consumables required for HIV testing, except the ELISA 1 and ELISA 2 and Western Blot test kits which would be supplied by NARI.
- Regularly taking part in the External Quality Control for NFHS-4 HIV testing by sending all positive and 2% of negative samples (Software System generated) to NARI
- Strengthening the capacity of the *NRL-CMC* to conduct HIV testing on a large number of samples using internationally acceptable protocols and guidelines

2. Statement of Work (SOW)

The *NRL-CMC*, shall carry out the proposed activities and other requirements outlined in the Annexure I - Statement of Work (SOW) of this AGREEMENT for the implementation of the NFHS-4 Project (herein after called SOW). Any ambiguity in the SOW should be referred to IIPS for clarification. The decision of the IIPS will be final.

3. Period of Performance

The activities listed in the SOW will be completed by the individual Testing Laboratories within 18 months of signing of the agreement.

4. Agreement Amount and Payment Procedure

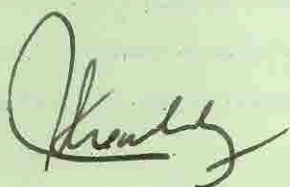
IIPS will pay an amount (including service tax) not exceeding **Rs. 34,30,000/- only** for completing the activities listed in Statement of Work as per following payment schedule.

Table 1; milestones, verifiable indicators and payment terms

Instalment	Milestone	Verifiable indicator	% of the Amount to be released
First	Setting up the laboratory system	<p>All consumables, and trained manpower for conducting the HIV testing for NFHS-4 are identified and put in place (ELISA and Western Blot kits to be supplied by NARI)</p> <p>Laboratory managers undergone the technical training at NARI (setting up laboratory systems and software)</p> <p>Computer software system for HIV testing and tracking set up and onsite training of the identified staff completed</p> <p>All preparations for receiving and storage of DBS samples in the laboratory are completed</p> <p>Procurement of Deep Freezers to store DBS samples at -20 deg C completed (as early as possible, not later than 15th February 2015- till that time the lab will store DBS at -20 deg C using their existing facility).</p>	<p>60% of contract value excluding equipment cost</p> <p>Amount for printer, computer and generator set will be transferred within 30 days of submitting the invoices to IIPS</p> <p>IIPS will transfer 100% of the cost of deep freezers to the CMC, vellore within 30 days of submission of invoice</p>
Second	<p>On-site training of technical personnel in</p> <p>Receipt, logging in and storage of FIRST* phase survey DBS samples</p> <p>Testing, internal and external quality control for FIRST* phase samples</p>	<p>On-site Training of technical personnel deployed for HIV testing in NFHS-4 is completed</p> <p>All first phase survey DBS samples received, logged in and properly stored</p> <p>Testing, internal and external quality control for first phase samples completed and all discrepant results (between the lab and NARI) resolved with NARI and IIPS</p>	20% of contract value excluding equipment cost
Third	<p>Receipt, logging in and storage of SECOND phase survey DBS samples</p> <p>Testing, Internal and external quality control for SECOND phase samples</p>	<p>All second phase survey DBS samples received, logged in and properly stored</p> <p>Testing, internal and external quality control for SECOND phase samples completed</p>	15% of contract value excluding equipment cost
Final	Resolution of discrepant results	All discrepant results resolved with NARI and IIPS	5% of contract value excluding equipment cost

5. Termination of Agreement

If IIPS at any stage, based on an objective examination and scrutiny set out through a due process considers, that the **NRL-CMC** has failed to make progress in the implementation of the work schedule or is otherwise incapable of starting the project as per the timeline and completing the project work as stipulated or has failed to maintain the quality of work to the satisfaction of IIPS and NARI, then IIPS may revoke this AGREEMENT wholly or partially and may take appropriate action against **NRL-CMC**. In that event, total amount released till that time to **NRL-CMC** should be returned to IIPS within a stipulated period of 15 days from the date of revoking of this AGREEMENT and **NRL-CMC** will have no claim on the balance amount or for the work so far completed.




6. Force Majeure and Termination

- 6.1. Where the performance by the *NRL-CMC* of its obligations under this AGREEMENT is delayed, hindered or prevented by an event or events beyond the reasonable control of it and against which an experienced organization could not reasonably have been expected to take precautions, *NRL-CMC* shall promptly notify IIPS in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this AGREEMENT.
- 6.2. From the date of receipt of notice given in accordance with Clause 6.1, IIPS may, at its sole discretion, either suspend this AGREEMENT for up to a period of 6 months ("the Suspension Period") or terminate this AGREEMENT forthwith.
- 6.3. If by the end of the Suspension Period the parties have not agreed on a further period of suspension or re-instatement of the AGREEMENT, this AGREEMENT shall terminate automatically.
- 6.4. During the period of *NRL-CMC*'s inability to perform the services as a result of an event of Force Majeure, IIPS shall during the subsistence of the Force Majeure event be liable to make payments to *NRL-CMC* under the terms of the AGREEMENT for any/all services rendered by the *NRL-CMC* and reimburse any/all such costs/expenses reasonably and necessarily incurred/spent by *NRL-CMC*. In addition, IIPS shall be liable to make such payments to the *NRL-CMC* which may be incurred by it in reactivating the services after the end of the Force Majeure period. In case of suspension and termination of the MOA, the *NRL-CMC* will be liable to refund the money already paid for which it has not provided the service or the work.

7. Suspension or Termination without Default of Individual Testing Laboratory

- 7.1. IIPS may, at its sole discretion, suspend or terminate this AGREEMENT at any time by so notifying the *NRL-CMC* and giving the reason(s) for such suspension or termination.
- 7.2. Where this AGREEMENT has been suspended or terminated pursuant to Clause 7.1, *NRL-CMC* shall:
- a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-AGREEMENTs) in a cost-effective, timely and orderly manner; and
 - b) provide to IIPS, not more than 30 days after IIPS notifies *NRL-CMC* of the suspension or termination of this AGREEMENT an account in writing, stating:
 - i. any costs, if any, due before the date of suspension or termination;
 - ii. any costs to be expended after the date of suspension or termination which *NRL-CMC* necessarily incurred in the proper performance of this AGREEMENT and which it cannot reasonably be expected to avoid or recover.
 - iii. that all materials, instruments, documents, filled in Schedules, data retrieved have been properly submitted/transferred to IIPS
- 7.3 Subject to IIPS approval, IIPS shall pay such amount to *NRL-CMC* normally within 30 days after receipt from it of an Invoice in respect of the amount due.

8. Termination with Default of Individual Testing Laboratory

- 8.1. IIPS may notify *NRL-CMC* of the suspension or termination of this Agreement where the services or any part of them are not provided to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the action required by *NRL-CMC* to remedy that dissatisfaction and the time within which it must be completed.
- 8.2. Where this Agreement is suspended under Clause 8.1 and *NRL-CMC* subsequently fails to remedy the dissatisfaction IIPS may terminate the Agreement forthwith.

8.3. IIPS may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Agreement forthwith where:

- a. *NRL-CMC* or any of its personnel, either directly or through their servants or agents, breaches any of their obligations under this Agreement; or
- b. *NRL-CMC* or any of its personnel has committed an offence under any of the prevailing laws applicable to the project.

8.4 Where this Agreement is terminated in accordance with this Clause, *NRL-CMC* shall, without prejudice to IIPS's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Agreement.

8.5 Where this Agreement is terminated pursuant to Clause 8.3, *NRL-CMC* shall pay IIPS within 10 days of notification such amount as IIPS shall have determined as the amount of any loss to IIPS resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

9. Assignment

NRL-CMC shall not unilaterally transfer or assign or sublet any part of this AGREEMENT wholly or partially or otherwise the conduct of said proposal to any other person, firm or company or any other institution/organization.

10. Amendments and Modifications

No revisions, modifications or changes to this AGREEMENT shall be binding upon IIPS until the same is acknowledged by IIPS and agreed to in writing.

11. Limitation of Liability

NRL-CMC holds IIPS harmless from any liability claim for loss or damages of property or injury or death of persons or any cause of action of whatsoever nature that may arise out of performance of this AGREEMENT.

12. Indemnity

Except where arising from the negligence of IIPS, *NRL-CMC* shall indemnify IIPS in respect of any cost or damages however arising out of or related to breach of warranty or representation, AGREEMENT or statutory duty, or tortuous act or omissions by *NRL-CMC* or its personnel or any claims made against IIPS by third parties in respect thereof.

13. Disputes and Arbitration

In event of any dispute arising with regard to interpretation of the articles/terms of this agreement the matter shall be referred to sole arbitrator, who shall be appointed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The decision of the Arbitrator on the points referred to him/her shall be binding on both the parties to this agreement, subject to the provisions of the Arbitration and Conciliation Act of 1966. Nothing in this clause shall entitle *NRL-CMC* / IIPS to refuse to perform its obligation under this AGREEMENT merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed.



14. Technical Direction

Performance of the work indicated in the clause 2 - Statement of Work - shall be subject to the technical direction and approval by IIPS. All the technical directions consistent with the Statement of Work shall not constitute a new assignment of work or change in the expressed terms, conditions or specifications incorporated in the AGREEMENT and shall also not constitute a basis for increase in the agreed cost.

15. Submission of documents for payment

On completion of milestone as per clause 4 of this AGREEMENT, *NRL-CMC* shall submit the request for release of installment. The following documents shall be submitted concurrently with the invoices for payment

- a. Progress made to date on specific work completed (in quantifiable measure).
- b. Work in progress (in quantifiable measure).
- c. Work scheduled to be undertaken (in quantifiable measures).
- d. Activities that have been delayed.
- e. Utilization Certificate
- f. PAN No/ Service Tax No.
- g. Bank details for RTGS / NEFT fund transfer

16. Inspection of Performance

MoHFW, GOI and IIPS or its designated officials of NFHS-4 project have the right to inspect or test all the services called for by this AGREEMENT to the extent practicable at all places and times during the term of AGREEMENT. Any infringement of the right of IIPS to inspect or test the AGREEMENT services would constitute a breach of this AGREEMENT and the AGREEMENT could be revoked wholly or partially by the IIPS. Except as otherwise agreed in writing, all reports and data, compact disks or anything that pertains to collection of data under this project produced under this AGREEMENT shall be subject to inspection and acceptance by IIPS, notwithstanding any previous inspection or preliminary acceptance.

17. Data Security and Protection

1. *NRL-CMC* is required to maintain confidentiality including unauthorized disclosure and use of the data collected. Any violation of the data security protocol will be subject to penalization and disqualification.
2. *NRL-CMC* will ensure strict compliance with all the data protection and security provisions during data collection, storage, transmission and analysis, to be put in place by IIPS.
3. Requisite and secure data backup mechanisms are built in by *NRL-CMC* at each stage of data transfer as prescribed by IIPS.
4. *NRL-CMC* will keep the data in a safe and secured place till IIPS informs *NRL-CMC* to delete/destroy data files/other documents. *NRL-CMC* should ensure that no other person/agency has access to the data collected in NFHS-4 survey. Any violation may attract suspension/termination of contract.



13. Corruption, Commissions, Discounts and Fraud

NRL-CMC warrants and represents to IIPS that neither that Laboratory nor any of its personnel:

- i. shall try to bribe for their own benefit in connection with this AGREEMENT
- ii. shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the *NRL-CMC* of its obligations under the AGREEMENT and shall immediately notify IIPS of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

Signed for and on behalf of *NRL-CMC*

Signed for and on behalf of IIPS



Director/ ~~Medical Superintendent~~

NRL-CMC, Chrisitan Medical College,
Department of Clinical Virology
Vellore-632004

Dr. Sunil Chandy
MD, DM(Card), FCSI, M.Phil.,
Director

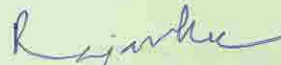
Christian Medical College, Vellore - 632 004.

Witness (1)



Name : DR. ASHA MARY ABRAHAM

Witness (2)



Name : Dr. RAJESH KANWANI



Director & Sr. Professor

International Institute for Population Sciences
Govandi Station Road, Deonar
Mumbai-400 088

डॉ. एफ. राम/Dr. F. Ram
निदेशक एवं वरिष्ठ प्रोफेसर
Director & Senior Professor
अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान

International Institute for Population Sciences
देवनागर/Deonar, मुंबई/Mumbai-400 088.

Witness (3)



Name : Prof. B. PASWAN

Witness (4)



Name : Mr. B. S. Sawant



महाराष्ट्र MAHARASHTRA

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जिल्हा कोषागार कार्यालय,

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30 DEC 2014

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Memorandum of Agreement

This Memorandum of Agreement made on fifth day of January 2015, on behalf of Ministry of Health and Family Welfare (MoHFW), Government of India (GOI), New Delhi between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and **The School of Tropical Medicine, 108, C.R. Avenue, Kolkata-700073** (hereinafter referred to as CSTM), which expression shall, subject to the AGREEMENT, include its successors in business and permitted assignees of the second part.

1. Purpose of AGREEMENT

The Ministry of Health and Family Welfare (MoHFW), Government of India (GOI) has appointed IIPS as the nodal implementing agency to conduct the National Family Health Survey (NFHS)-4 in 29 States and 6 Union Territories (UTs). The survey aims to provide estimates of most of health and family welfare indicators at the state and district level for all 640 districts in the country. Knowing prevalence of HIV

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infection in the general population of the country is also one of the key components of this survey. The IIPS, under direction from the MoHFW, has identified six laboratories across the country, where the Dried Blood Spot (DBS) samples on filter paper cards would be sent for the HIV testing to be done. All these laboratories are part of the Reference Laboratory Network created by the Department of Health and Family Welfare under its National AIDS Control Organization. These laboratories have prior experience of conducting HIV testing on DBS samples. The current agreement is between the *International Institute for Population Sciences (IIPS)*, Deonar, Mumbai and *The National Reference Laboratory (NRL) in the department of Microbiology at The School of Tropical Medicine, Kolkata (hereinafter referred to as NRL-CSTM)*, which is one of the laboratories selected for HIV testing in NFHS-4. Accordingly, this AGREEMENT is entered into for following broad purposes;

- Receiving, logging in and storage of DBS samples; the *NRL-CSTM* will be required to receive all DBS samples which are sent by the Field Agency conducting the survey in the allocated states. These samples should be logged in using the dedicated computer with installed software and these DBS samples should be stored as per CDC-UNAIDS-WHO guidelines for subsequent testing. Deploying dedicated equipment and adequately trained manpower for conducting the HIV testing as agreed upon (Annexure I).
- Putting in place a uniform system of internal quality controls at the *NRL-CSTM* under directions from the National AIDS Research Institute (NARI), Pune
- Conducting HIV testing using ELISA 1, ELISA 2 and Western Blot test kits, after completion of field work in the assigned area. The IIPS will send an intimation to the laboratory in this regard.
- Ensuring uninterrupted supply of the consumables required for HIV testing, except the ELISA 1 and ELISA 2 and Western Blot test kits which would be supplied by NARI.
- Regularly taking part in the External Quality Control for NFHS-4 HIV testing by sending all positive and 2% of negative samples (Software System generated) to NARI
- Strengthening the capacity of the *NRL-CSTM* to conduct HIV testing on a large number of samples using internationally acceptable protocols and guidelines

2. Statement of Work (SOW)

The *NRL-CSTM*, Kolkata shall carry out the proposed activities and other requirements outlined in the Annexure I - Statement of Work (SOW) of this AGREEMENT for the implementation of the NFHS-4 Project (herein after called SOW). Any ambiguity in the SOW should be referred to IIPS for clarification. The decision of the IIPS will be final.

3. Period of Performance

The activities listed in the SOW will be completed by the individual Testing Laboratories within 18 months of signing of the agreement.

4. Agreement Amount and Payment Procedure

IIPS will pay an amount (including service tax) not exceeding **Rs. 34,30,000/- only** for completing the activities listed in Statement of Work as per following payment schedule.

Table 1; milestones, verifiable indicators and payment terms

Instalment	Milestone	Verifiable indicator	% of the Amount to be released
First	Setting up the laboratory system	All consumables and trained manpower for conducting the HIV testing for NFHS-4 are identified and put in place (ELISA and Western Blot kits to be supplied by NARI)	60% of contract value excluding equipment cost
		Laboratory managers undergone the technical training at NARI (setting up laboratory systems and software)	Amount for printer, computer and generator set will be transferred within 30 days of submitting the invoices to IIPS
		Computer software system for HIV testing and tracking set up and onsite training of the identified staff completed	
		All preparations for receiving and storage of DBS samples in the	

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Instalment	Milestone	Verifiable indicator	% of the Amount to be released
		laboratory are completed Procurement of deep freezers for storing DBS samples at -20 deg C completed (as early as possible, not later than 15th February 2015- till that time the lab will store DBS at -20 deg C using their existing facility).	IIPS will transfer 100% of the expenditure incurred for procuring deep freezers within 30 days of submission of invoice.
Second	On-site training of technical personnel in	On-site Training of technical personnel deployed for HIV testing in NFHS-4 is completed	20% of contract value excluding equipment cost
	Receipt, logging in and storage of FIRST* phase survey DBS samples	All first phase survey DBS samples received, logged in and properly stored	
	Testing, internal and external quality control for FIRST* phase samples	Testing, internal and external quality control for first phase samples completed and all discrepant results (between the lab and NARI) resolved with NARI and IIPS	
Third	Receipt, logging in and storage of SECOND phase survey DBS samples	All second phase survey DBS samples received, logged in and properly stored	15% of contract value excluding equipment cost
	Testing, Internal and external quality control for SECOND phase samples	Testing, internal and external quality control for SECOND phase samples completed	
Final	Resolution of discrepant results	All discrepant results resolved with NARI and IIPS	5% of contract value excluding equipment cost

5. Termination of Agreement

If IIPS at any stage, based on an objective examination and scrutiny set out through a due process considers, that the **NRL-CSTM** has failed to make progress in the implementation of the work schedule or is otherwise incapable of starting the project as per the timeline and completing the project work as stipulated or has failed to maintain the quality of work to the satisfaction of IIPS and NARI, then IIPS may revoke this AGREEMENT wholly or partially and may take appropriate action against **NRL-CSTM**. In that event, total amount released till that time to **NRL-CSTM** should be returned to IIPS within a stipulated period of 15 days from the date of revoking of this AGREEMENT and **NRL-CSTM** will have no claim on the balance amount or for the work so far completed.

6. Force Majeure and Termination

- 6.1. Where the performance by the **NRL-CSTM** of its obligations under this AGREEMENT is delayed, hindered or prevented by an event or events beyond the reasonable control of it and against which an experienced organization could not reasonably have been expected to take precautions, **NRL-CSTM** shall promptly notify IIPS in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this AGREEMENT.
- 6.2. From the date of receipt of notice given in accordance with Clause 6.1, IIPS may, at its sole discretion, either suspend this AGREEMENT for up to a period of 6 months ("the Suspension Period") or terminate this AGREEMENT forthwith.
- 6.3. If by the end of the Suspension Period the parties have not agreed on a further period of suspension or re-instatement of the AGREEMENT, this AGREEMENT shall terminate automatically.
- 6.4. During the period of **NRL-CSTM**'s inability to perform the services as a result of an event of Force Majeure, IIPS shall during the subsistence of the Force Majeure event be liable to make payments to **NRL-CSTM** under the terms of the AGREEMENT for any/all services rendered by the **NRL-CSTM** and reimburse any/all such costs/expenses reasonably and necessarily incurred/spent by **NRL-CSTM**. In addition, IIPS shall be liable to make such payments to the **NRL-CSTM** which may be incurred by it in reactivating the services after the end of the Force Majeure period. In case of

suspension and termination of the MOA, the **NRL-CSTM** will be liable to refund the money already paid for which it has not provided the service or the work.

7. Suspension or Termination without Default of Individual Testing Laboratory

- 7.1. IIPS may, at its sole discretion, suspend or terminate this AGREEMENT at any time by so notifying the **NRL-CSTM** and giving the reason(s) for such suspension or termination.
- 7.2. Where this AGREEMENT has been suspended or terminated pursuant to Clause 7.1, **NRL-CSTM** shall:
- a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-AGREEMENTs) in a cost-effective, timely and orderly manner; and
 - b) provide to IIPS, not more than 30 days after IIPS notifies **NRL-CSTM** of the suspension or termination of this AGREEMENT an account in writing, stating:
 - i. any costs, if any, due before the date of suspension or termination;
 - ii. any costs to be expended after the date of suspension or termination which **NRL-CSTM** necessarily incurred in the proper performance of this AGREEMENT and which it cannot reasonably be expected to avoid or recover.
 - iii. that all materials, instruments, documents, filled in Schedules, data retrieved have been properly submitted/transferred to IIPS
- 7.3 Subject to IIPS approval, IIPS shall pay such amount to **NRL-CSTM** normally within 30 days after receipt from it of an Invoice in respect of the amount due.

8. Termination with Default of Individual Testing Laboratory

- 8.1. IIPS may notify **NRL-CSTM** of the suspension or termination of this Agreement where the services or any part of them are not provided to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the action required by **NRL-CSTM** to remedy that dissatisfaction and the time within which it must be completed.
- 8.2. Where this Agreement is suspended under Clause 8.1 and **NRL-CSTM** subsequently fails to remedy the dissatisfaction IIPS may terminate the Agreement forthwith.
- 8.3. IIPS may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Agreement forthwith where:
- a. **NRL-CSTM** or any of its personnel, either directly or through their servants or agents, breaches any of their obligations under this Agreement; or
 - b. **NRL-CSTM** or any of its personnel has committed an offence under any of the prevailing laws applicable to the project.
- 8.4 Where this Agreement is terminated in accordance with this Clause, **NRL-CSTM** shall, without prejudice to IIPS's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Agreement.
- 8.5 Where this Agreement is terminated pursuant to Clause 8.3, **NRL-CSTM** shall pay IIPS within 10 days of notification such amount as IIPS shall have determined as the amount of any loss to IIPS resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

9. Assignment

NRL-CSTM shall not unilaterally transfer or assign or sublet any part of this AGREEMENT wholly or partially or otherwise the conduct of said proposal to any other person, firm or company or any other institution/organization.

10. Amendments and Modifications

No revisions, modifications or changes to this AGREEMENT shall be binding upon IIPS until the same is acknowledged by IIPS and agreed to in writing.

11. Limitation of Liability

NRL-CSTM holds IIPS harmless from any liability claim for loss or damages of property or injury or death of persons or any cause of action of whatsoever nature that may arise out of performance of this AGREEMENT.

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12. Indemnity

Except where arising from the negligence of IIPS, **NRL-CSTM** shall indemnify IIPS in respect of any cost or damages however arising out of or related to breach of warranty or representation, AGREEMENT or statutory duty, or tortuous act or omissions by **NRL-CSTM** or its personnel or any claims made against IIPS by third parties in respect thereof.

13. Disputes and Arbitration

In event of any dispute arising with regard to interpretation of the articles/terms of this agreement the matter shall be referred to sole arbitrator, who shall be appointed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The decision of the Arbitrator on the points referred to him/her shall be binding on both the parties to this agreement, subject to the provisions of the Arbitration and Conciliation Act of 1966. Nothing in this clause shall entitle **NRL-CSTM** / IIPS to refuse to perform its obligation under this AGREEMENT merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed.

14. Technical Direction

Performance of the work indicated in the clause 2 - Statement of Work - shall be subject to the technical direction and approval by IIPS. All the technical directions consistent with the Statement of Work shall not constitute a new assignment of work or change in the expressed terms, conditions or specifications incorporated in the AGREEMENT and shall also not constitute a basis for increase in the agreed cost.

15. Submission of documents for payment

On completion of milestone as per clause 4 of this AGREEMENT, **NRL-CSTM** shall submit the request for release of installment. The following documents shall be submitted concurrently with the invoices for payment

- a. Progress made to date on specific work completed (in quantifiable measure).
- b. Work in progress (in quantifiable measure).
- c. Work scheduled to be undertaken (in quantifiable measures).
- d. Activities that have been delayed.
- e. Utilization Certificate
- f. PAN No/ Service Tax No.
- g. Bank details for RTGS / NEFT fund transfer

16. Inspection of Performance

MoHFW, GOI and IIPS or its designated officials of NFHS-4 project have the right to inspect or test all the services called for by this AGREEMENT to the extent practicable at all places and times during the term of AGREEMENT. Any infringement of the right of IIPS to inspect or test the AGREEMENT services would constitute a breach of this AGREEMENT and the AGREEMENT could be revoked wholly or partially by the IIPS. Except as otherwise agreed in writing, all reports and data, compact disks or anything that pertains to collection of data under this project produced under this AGREEMENT shall be subject to inspection and acceptance by IIPS, notwithstanding any previous inspection or preliminary acceptance.

17. Data Security and Protection

1. **NRL-CSTM** is required to maintain confidentiality including unauthorized disclosure and use of the data collected. Any violation of the data security protocol will be subject to penalization and disqualification.
2. **NRL-CSTM** will ensure strict compliance with all the data protection and security provisions during data collection, storage, transmission and analysis, to be put in place by IIPS.
3. Requisite and secure data backup mechanisms are built in by **NRL-CSTM** at each stage of data transfer as prescribed by IIPS.
4. **NRL-CSTM** will keep the data in a safe and secured place till IIPS informs **NRL-CSTM** to delete/destroy data files/other documents. **NRL-CSTM** should ensure that no other person/agency has access to the data collected in NFHS-4 survey. Any violation may attract suspension/termination of contract.

Nandini Bhasin

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18. Corruption, Commissions, Discounts and Fraud


NRL-CSTM warrants and represents to IIPS that neither that Laboratory nor any of its personnel:


- i. shall try to bribe for their own benefit in connection with this AGREEMENT
- ii. shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the **NRL-CSTM** of its obligations under the AGREEMENT and shall immediately notify IIPS of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.



Signed for and on behalf of **NRL-CSTM**

Signed for and on behalf of **IIPS**


Director
School of Tropical Medicine, Kolkata
108, C.R. Avenue,
Kolkata-700073


Director & Sr. Professor
International Institute for Population Sciences
Govandi Station Road, Deonar
Mumbai-400 088
डॉ. एफ. राम/Dr. F. Ram
निदेशक एवं वरिष्ठ प्रोफेसर
Director & Senior Professor
अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान
International Institute for Population Sciences
देवनार/Deonar, मुंबई/Mumbai-400 088.

Witness (1) 
Name : Prof. S.K. BANDYOPADHYAY
Witness (2) Bikrant Saha
Name : Prof. B. Saha

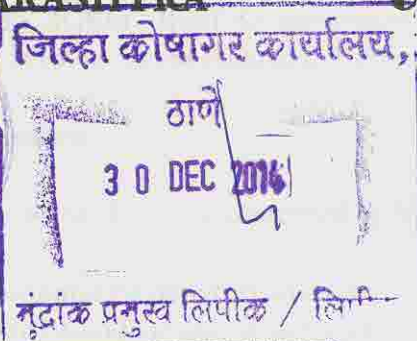
Witness (3) 
Name : Prof. B. PAWAR
Witness (4) 
Name : Mr. B.S. Sawant



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2014

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Memorandum of Agreement

This Memorandum of Agreement made on fifth day of January, 2015, on behalf of Ministry of Health and Family Welfare (MoHFW), Government of India (GOI), New Delhi between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and **National AIDS Research Institute, Plot No. 73, 'G' Block, MIDC, Bhosari, Pune -411 026** (hereinafter called NARI) which expression shall, subject to the AGREEMENT, include its successors in business and permitted assignees of the second part.

1. Purpose of AGREEMENT

Ministry of Health and Family Welfare (MoHFW), Government of India, (GOI) has appointed IIPS as a nodal implementing agency to conduct the National Family Health Survey (NFHS)-4 in 29 States and 6 Union Territories (UTs). The survey aims to provide estimates of most of health and family welfare indicators at the district level for all 640 districts in the country as of the 2011 Census. MoHFW, GOI has

appointed 3 committees i) Steering Committee, ii) Technical Advisory Committee and iii) Administrative and Financial Management Committee to oversee the implementation of the NFHS-4. NARI has been identified as a nodal agency for observing quality control in HIV testing. Accordingly this AGREEMENT is entered into for the following broad purposes

- Organizing training for managers of six laboratories
- Procuring HIV testing kits and consumables, for six laboratories that are required for the testing and storage of Dried Blood Spots (DBS) samples respectively, for NFHS-4
- Procurement of the ELISA reader and washer for all 6 sites using the specifications given by ICF
- Guiding 6 testing laboratories to develop uniform internal quality control systems and help them develop DBS controls for use as internal quality control materials for HIV Testing (all positives and 2% of negatives)
- Carry out quality control by retesting all positives and indeterminate samples along with 2% of negative samples

2. Statement of Work (SOW)

NARI shall carry out the proposed activities and other requirements outlined in the Annexure I - Statement of Work (SOW) of this AGREEMENT for the implementation of the NFHS-4 (herein after called (SOW). Any ambiguity in the SOW should be referred to IIPS for clarification. The decision of the IIPS will be final.

3. Period of Performance

The activities listed in the SOW will be completed by NARI within 18 months of signing of the agreement.

4. Agreement Amount and Payment Procedure

IIPS will pay an amount (including service tax) not exceeding of **Rs. 1,49,40,408 only** for completing the HIV testing kit procurement and other activities related to the External Quality Control as listed in Statement of Work as per following payment schedule. For centralized procurements of, ELISA Readers and washer to be supplied to all six testing laboratories, a sum of **Rs 66,50,000/-** has been allocated out of the total budget of Rs 1,49,40,408/-.

a. Budget Allocated to NARI for Kit procurement and EQC related work

Instalment	Milestone	Verifiable indicator	% of the Amount to be released*
First	MoA	MoA executed between NARI and IIPS	60% of contract value excluding the cost of ELISA kits
Second	Training of lab managers	Centralised 2 days training workshop successfully conducted by NARI	30% of contract value excluding the cost of ELISA kits
	Kit Procurement Development of DBS control, hiring of manpower	Purchase order for procurement of HIV testing kits (EIA 1, EIA 2 and Western Blot) placed , DBS controls developed, manpower on board	[Within 30 days of submission of invoice the IIPS will release 100% of the expenditure incurred for Kit procurement by NARI]
	Testing process and External Quality Control initiated	Samples start arriving at NARI for the External Quality Control , first report sent to the IIPS by NARI	
Final	Testing and External Quality Control of all samples completed	All samples from the survey are tested , all QC completed and discrepant (between the testing labs and NARI) results resolved	10% of contract value excluding the cost of ELISA kits

*This indicates the given percentage of budget allocated to NARI for HIV test kit procurement and all EQC related activities (refer Annexure II part A)

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b. Budget allocated to NARI for procuring ELISA Readers and Washers required for six testing Laboratories and for NARI

For procuring ELISA Readers and Washers Rs. **66,50,000** is budgeted and will transferred to within 30 days from the date of submission of invoice by NARI

Purchase of equipments	Milestones	Verifiable indicator	remarks
ELISA* Readers and washers	The equipments with needed specifications procured and installed in each of the testing laboratories	Successful installation report from each of the six labs received	IIPS will advance the within 30 days from the date when NARI submits invoice

*These equipments should be purchased and installed at each of six testing labs by 31st March 2015

5. Termination of Agreement

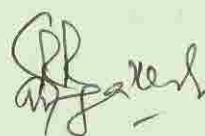
If IIPS at any stage, based on an objective examination and scrutiny set out through a due process considers, that NARI has failed to make progress in the implementation of the work schedule or is otherwise incapable of starting the project as per the timeline and completing the project work as stipulated or has failed to maintain the quality of work to the satisfaction of IIPS, then IIPS may revoke this AGREEMENT wholly or partially and may take appropriate action against NARI. In that event, the total amount of funds released till that time to NARI should be returned to IIPS within a stipulated period of 15 days from the date of revoking this AGREEMENT and that NARI will have no claim on the balance amount or for the work so far completed.

6. Force Majeure and Termination

- 6.1. Where the performance by the NARI of its obligations under this AGREEMENT is delayed, hindered or prevented by an event or events beyond the reasonable control of it and against which an experienced organization could not reasonably have been expected to take precautions, NARI shall promptly notify IIPS in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this AGREEMENT.
- 6.2. From the date of receipt of notice given in accordance with Clause 6.1, IIPS may, at its sole discretion, either suspend this AGREEMENT for up to a period of 6 months ("the Suspension Period") or terminate this AGREEMENT forthwith.
- 6.3. If by the end of the Suspension Period the parties have not agreed on a further period of suspension or re-instatement of the AGREEMENT, this AGREEMENT shall terminate automatically.
- 6.4. During the period of NARI's inability to perform the services as a result of an event of Force Majeure, IIPS shall during the subsistence of the Force Majeure event be liable to make payments to the NARI under the terms of the AGREEMENT for any/all services rendered by NARI and reimburse any/all such costs/expenses reasonably and necessarily incurred/spent by NARI. In addition, IIPS shall be liable to make such payments to NARI which may be incurred by NARI in reactivating the services after the end of the Force Majeure period. In case of suspension and termination of the MOA NARI will be liable to refund the money already paid for which NARI has not provided the service or the work.

7. Suspension or Termination without Default of NARI

- 7.1. IIPS may, at its sole discretion, suspend or terminate this AGREEMENT at any time by so notifying NARI and giving the reason(s) for such suspension or termination.
- 7.2. Where this AGREEMENT has been suspended or terminated pursuant to Clause 7.1, NARI shall:
 - a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-AGREEMENTs) in a cost-effective, timely and orderly manner; and
 - b) provide to IIPS, not more than 30 days after IIPS notifies NARI of the suspension or termination of this AGREEMENT an account in writing, stating:
 - i. any costs, if any, due before the date of suspension or termination;
 - ii. any costs to be expended after the date of suspension or termination which NARI necessarily incurred in the proper performance of this AGREEMENT and which it cannot reasonably be expected to avoid or recover.



- iii. that all materials, instruments, documents, filled in Schedules, data retrieved have been properly submitted / transferred to IIPS

7.3 Subject to IIPS approval, IIPS shall pay such amount to NARI normally within 30 days after receipt from it of an Invoice in respect of the amount due.

8. Termination with Default of NARI

8.1. IIPS may notify NARI of the suspension or termination of this Agreement where the services or any part of them are not provided to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the action required by NARI to remedy that dissatisfaction and the time within which it must be completed.

8.2. Where this Agreement is suspended under Clause 8.1 and NARI subsequently fails to remedy the dissatisfaction IIPS may terminate the Agreement forthwith.

8.3. IIPS may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Agreement forthwith where:

- a. NARI or any of its personnel, either directly or through their servants or agents, breaches any of their obligations under this Agreement; or
- b. NARI or any of its personnel has committed an offence under any of the prevailing laws applicable to the project; or

8.4 Where this Agreement is terminated in accordance with this Clause NARI shall without prejudice to IIPS's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Agreement.

8.5 Where this Agreement is terminated pursuant to Clause 8.3 NARI shall pay IIPS within 10 days of notification such amount as IIPS shall have determined as the amount of any loss to IIPS resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

9. Assignment

NARI shall not unilaterally transfer or assign or sublet any part of this AGREEMENT wholly or partially or otherwise the conduct of said proposal to any other person, firm or company or any other institution/ organization.

10. Amendments and Modifications

No revisions, modifications or change to this AGREEMENT shall be binding upon IIPS until the same is acknowledged by IIPS and agreed to it in writing.

11. Limitation of Liability

NARI holds IIPS harmless from any liability claim for loss or damages of property or injury or death of persons or any cause of action of whatsoever nature that may arise out of performance of this AGREEMENT

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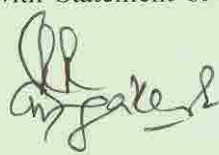
Except where arising from the negligence of IIPS, NARI shall indemnify IIPS in respect of any cost or damages however arising out of or related to breach of warranty or representation, AGREEMENT or statutory duty, or tortuous act or omissions by NARI or NARI's personnel or any claims made against IIPS by third parties in respect thereof.

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In the event of any dispute arising with regard to interpretation of the articles/terms of this agreement, the matter shall be referred to a/the sole arbitrator, who shall be appointed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The decision of the Arbitrator on the points referred to him/her shall be binding on both the parties to this agreement, subject to the provisions of the Arbitration and Conciliation Act of 1966. Nothing in this clause shall entitle NARI / IIPS to refuse to perform its obligation under this AGREEMENT merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed.

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Performance of the work indicated in the clause 2- Statement of Work shall be subject to the technical direction and approval by IIPS. All the technical directions consistent with Statement of Work shall not



constitute a new assignment of work or change in the expressed terms, conditions or specifications incorporated in the AGREEMENT and shall also not constitute a basis for increase in the agreed cost.

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On completion of each milestone as per clause 4 of this AGREEMENT, NARI shall submit the request for release of installment. Following documents shall be submitted concurrently with the invoices for payment

- Progress made to date on specific work to be completed (in quantifiable measure).
- Work in progress (in quantifiable measure).
- Work scheduled to be undertaken (in quantifiable measures).
- Activities that have been delayed.
- Utilization Certificate
- PAN No/ Service Tax No.
- Bank details for RTGS / NEFT fund transfer

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MoHFW, GOI and IIPS or its designated officials of NFHS-4 project have the right to inspect or test all the services called for by this AGREEMENT to the extent practicable at all places and times during the term of AGREEMENT. Any infringement of the right of IIPS to inspect or test the AGREEMENT services would constitute a breach of this AGREEMENT and the AGREEMENT could be revoked wholly or partially by the IIPS. Except as otherwise agreed in writing, all reports and data tapes/compact disk or anything that pertains to collection of data under this project or produced under this AGREEMENT shall be subject to inspection and acceptance by IIPS, notwithstanding any previous inspection or preliminary acceptance.

17. Data Security and Protection

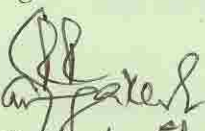
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- NARI will ensure strict compliance of all the data protection and security provisions during data collection, storage, transmission and analysis, to be put in place by IIPS.
- Requisite and secure data backup mechanisms are built in by NARI at each stage of data transfer as prescribed by IIPS.
- NARI will keep the data in a safe and secured place till IIPS informs NARI to delete/ destroy data files/filled Schedules. NARI should ensure that no other person/agency has access to the data collected in the NFHS-4. Any violation may attract suspension / termination of contract.

18. Corruption, Commissions, Discounts and Fraud

NARI warrants and represents to IIPS that neither the NARI nor any of the NARI's personnel:

- shall try to bribe for their own benefit in connection with this AGREEMENT
- shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the NARI of its obligations under the AGREEMENT and shall immediately notify IIPS of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

Signed for and on behalf of NARI


DIRECTOR-IN-CHARGE
National AIDS Research Institute
PUNE-411 026.
Director in Charge
National AIDS Research Institute
Plot No 73, 'G' Block, M.I.D.C.,
Bhosari, Pune 411 026


Witness (1) 

Name : Dr. Smila S. Kellelkar

Witness (2) 

Name : (A. SUSILA)
AO

Signed for and on behalf of IIPS


Dr. F. Ram / Dr. F. Ram
निदेशक एवं वरिष्ठ प्रोफेसर
Director & Senior Professor
अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान
International Institute for Population Sciences
देवनार/Deonar, मुंबई/Mumbai-400 088.
Director & Sr. Professor
International Institute for Population Sciences
Govandi Station Road, Deonar
Mumbai-400 088

Witness (3) 

Name : Prof. B. PASWANI


Witness (4) 

Name : Mr. B. S. Sawant

Annexure – I
STATEMENT OF WORK

National Aids Research Institute, Pune (*hereinafter called NARI*) shall be responsible for the following tasks

1. NARI shall appoint manpower as indicated in the budget for the entire period of the agreement with specific responsibility of this project.
2. NARI shall procure ELISA Readers and Washers, as per the specifications given by ICF and also the ELISA 1, ELISA 2 and Western Blot test kits (as per recommendations of the NACO, IIPS will send a communication in this regard to NARI) centrally, as set out in budget by following applicable General Financial Rules (GFR) for use at NARI and all six laboratories. For this purpose, the purchase committee having required representation should be constituted in consultation with the IIPS, under chairmanship of the Director, NARI. NARI should ensure while procuring the test kits that the shelf life of these kits should go beyond the likely date of completion of testing of all samples, i.e. Dec 2016.
3. NARI shall organize a centralized Training of Trainers of two days, with concurrence of IIPS and ICF International, on sample reception, registration and storage. This training will be held at NARI and should occur shortly after the main fieldwork begins, likely in February 2015.
4. NARI shall send its representative for the Second Training, to be conducted at each participating laboratory, on the use of the CSPro HIV Testing and Tracking software System (CHTTS) and on the entire HIV testing algorithm adopted for NFHS-4. This training would be held around June-July 2015 and will be of 10 days duration at each laboratory. This will be a combined training of laboratory supervisors and laboratory scientists/technologists
5. NARI shall participate in the External Quality Assurance (EQA) program for HIV testing on dry blood spot samples (DBS) with the US Centers for Disease Control and Prevention (CDC, Atlanta).
6. NARI will institute an External Quality Assurance Scheme (EQAS) at each lab by sending quality control DBS material to the laboratories just before the initiation of testing and then every two months thereafter.
7. Each lab will use three levels of DBS controls as a measure of internal quality control (IQC). Individual testing laboratories will prepare negative and high positive DBS control panels under the guidance of NARI. NARI will assist in preparation of low positive control. The IQC material prepared by each laboratory will be sent to NARI for validation before use by the respective laboratories. NARI should calculate the mean plus one standard deviation for the controls developed by the individual testing laboratories.
8. The laboratories will monitor the IQC results regularly through the use of Levey-Jennings charts which they will send to NARI for review every month.
9. NARI will be responsible for the preparation of low positive controls needed by testing laboratories for IQC.
10. Samples shall be drawn from all 640 districts, of different states and UTs as given in the table of allocation in Annexure III
11. Samples received at the testing laboratories will be stored in adherence to the protocols as specified in the CDC-WHO-UNAIDS Guidelines. Keeping in mind the fact that testing will begin after completion of the field work, the samples should be directly stored at -20 degrees Celsius





12. All positive and 2% of negative samples (Software generated) will be tested at NARI for quality control. The samples identified by the software will be sent to the NARI once a month.
13. NARI will instruct all testing laboratories for sending the samples for quality control testing, which is to be done at NARI, under proper packaging and ensuring controlled conditions of humidity and temperature, using a cool box carrier.
14. All testing laboratories and the NARI will follow the testing algorithm which is approved nationally (by the National AIDS Control Organization, Ministry of Health & Family Welfare, Govt. of India)
15. NARI will collaborate with the primary testing laboratories to resolve all discordant QC results and will involve IIPS.in the process.
16. All samples for which the respondent has agreed that his/her sample can be kept in the blood repository for possible future additional testing will be sent by NARI to Tata Memorial Hospital, Mumbai, under proper packaging and ensuring controlled conditions of humidity and temperature, for long-term storage at -80 degrees Celsius after completion of the study.



Annexure – II

A. BUDGET FOR NARI

Sr. No.	Description	Qty	Amount
A	Equipment		
	ELISA Reader *	7	6650000
	Washers*	14	
	computer	1	60000.00
	printer	1	40000.00
B	Consumables		100000.00
	HIV Test Kits (ELISA 1, II and Western Blot		5858960.00
C	Manpower		
	Technical Officer(@Rs 25000 per month for 18 months)	1	450000.00
	Laboratory Technicians (@Rs 15000 per month for 18 months)	2	540000.00
	Lab - In Charge fees	1	30000.00
D	Contingent expenditure		150000.00
E	Two day Training of Trainers (TOT)		3,50,000
	Total		1,42,28,960
	Institutional Overhead (5%)		7,11,448
	Grand total		1,49,40,408

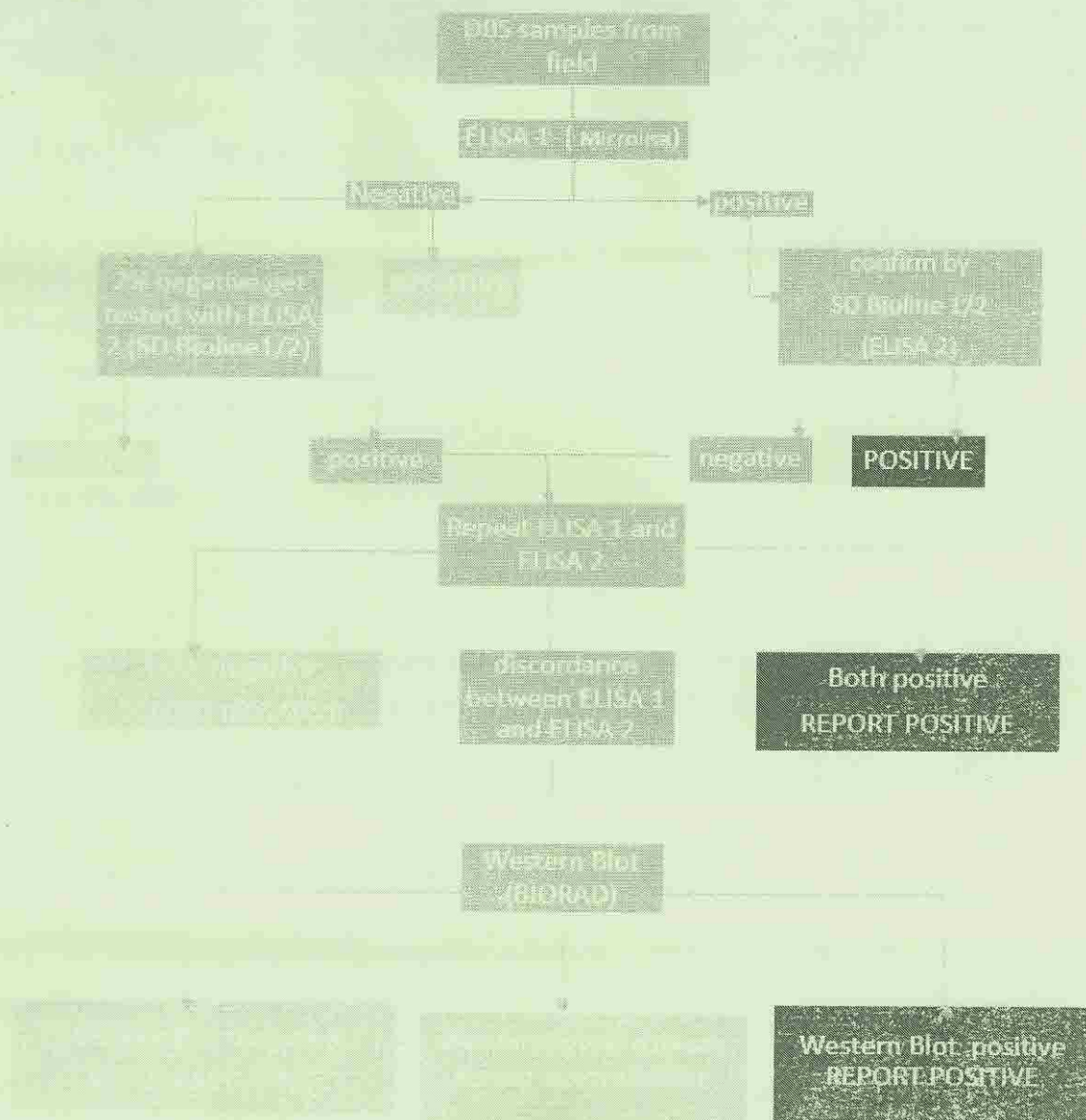
- Includes cost of ELISA washers and Readers for the six testing laboratories




Annexure III
Allocation of Sample- approximate numbers

Name of Lab	Phase I	Sample	Phase II	Sample	Grand Total
NIMHANS	Andhra Pradesh	5,985	Rajasthan	10,815	
	Karnataka	7,644	Gujarat & DN	11,256	
	Goa	1,596			
	Total	15,225	Total	22,071	37,296
CMS Vellore	Tamil Nadu	10,857	Kerala & Lakshyadweep	5,145	
	Puduchery	1,344	Punjab & Chandigarh	5,355	
	Bihar	11,277			
	Total	23,478	Total	10,500	33,978
STM Kolkata	Sikkim	1,869	Odisha	9,492	
	Meghalaya	2,310	Jharkhand	8,211	
	Tripura	1,848			
	Assam	7,854			
	WB & Andaman & Nicobar	5,649			
	Manipur	3,633			
	Total	23,163	Total	17,703	40,866
JJ Hospital	Maharashtra	9,030	Jammu & Kashmir	10,185	
	Madhya Pradesh (West)	9,429	Chhattisgarh	6,300	
	Madhya Pradesh (East)	6,636			
	Total	25,095	Total	16,485	41,580
NCDC Delhi	Uttar Pradesh (East)	8,022	Uttar Pradesh (West)	9,975	
	Haryana	5,376	NCT Delhi	2,289	
	Uttarakhand	4,830	Himachal Pradesh	5,460	
			Bundelkhand +central	3,696	
	Total	18,228	Total	21,420	39,648
STL Nagaland			Nagaland	3,696	
			Mizoram	3,591	
			Arunachal Pradesh	4,851	
	Total	-	Total	12,138	12,138
	Total of Phase I	105,189	Total of Phase II	100,317	205,506

NFHS-4 HIV TESTING ALGORITHM



2% of these samples, which are automatically selected by the software, will have to be sent by testing labs for re-testing at NARI (EQC), Pune (following the same testing Algorithm)

All these samples will be reported as INDETERMINATE

All these samples will be sent for retesting (EQC) at NARI, Pune (following the same testing algorithm)

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राष्ट्रीय एड्स अनुसंधान संस्थान

NATIONAL AIDS RESEARCH INSTITUTE

(भारतीय आयुर्विज्ञान अनुसंधान परिषद्)

(Indian Council of Medical Research)

(WHO Collaborating Centre for HIV Diagnosis and Monitoring of Antiretroviral Therapy)



69

NARI/DIC/14-15/6568

To,

15th January 2015

Dr.F.Ram

Director & Senior Professor

International Institute for Population Sciences

Govandi Station Road

Deonar

Mumbai 400 088

Dear Sir,

Please find enclosed herewith signed copy of "Memorandum of Agreement" between NARI and IIPS. A photocopy of this MOA has been kept at NARI for record.

It is requested to release the 1st Installment of the budget at the earliest.

Thanking You.

Yours Sincerely,

[Signature] 15-1-15

Director In Charge

[Signature]

N FHS4



Plot No. 73, 'G' Block, M.I.D.C. Bhosari,

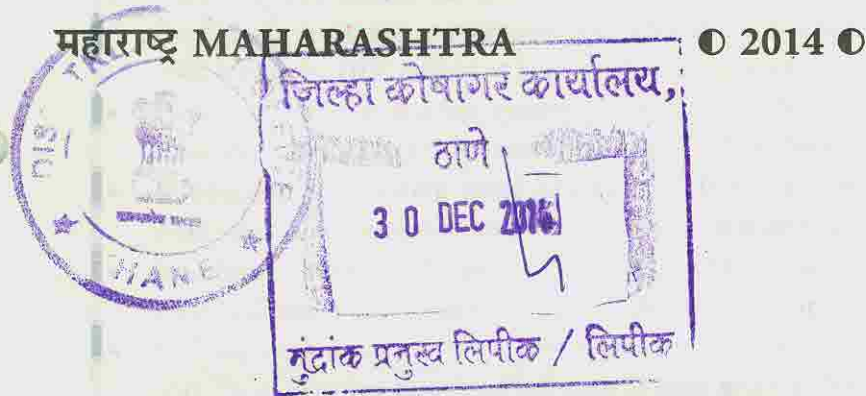
Pune - 411 026. Post Box No. : 1895

☎ : 27331200

FAX No. 0091-20-27121071

E-mail : nari@nariindia.org

Website : www.nari-icmr.res.in



LX 365647

Memorandum of Agreement

This Memorandum of Agreement made on fifth day of January 2015, on behalf of Ministry of Health and Family Welfare (MoHFW), Government of India (GOI), New Delhi between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and **The National Centre for Disease Control, Delhi**, (hereinafter, referred to as NCDC), which expression shall, subject to the AGREEMENT, include its successors in business and permitted assignees of the second part.

1. Purpose of AGREEMENT

The Ministry of Health and Family Welfare (MoHFW), Government of India (GOI) has appointed IIPS as the nodal implementing agency to conduct the National Family Health Survey (NFHS)-4 in 29 States and 6 Union Territories (UTs). The survey aims to provide estimates of most of health and family welfare indicators at the state and district level for all 640 districts in the country. Knowing prevalence of HIV

infection in the general population of the country is also one of the key components of this survey. The IIPS, under direction from the MoHFW, has identified six laboratories across the country, where the Dried Blood Spot (DBS) samples on filter paper cards would be sent for the HIV testing to be done. All these laboratories are part of the Reference Laboratory Network created by the Department of Health and Family Welfare under its National AIDS Control Organization. These laboratories have prior experience of conducting HIV testing on DBS samples. The current agreement is between the *International Institute for Population Sciences (IIPS), Deonar, Mumbai* and *The National Reference Laboratory (NRL) in the department of Microbiology at NCDC, Delhi (hereinafter referred to as NRL-NCDC)*, which is one of the laboratories selected for HIV testing in NFHS-4. Accordingly, this AGREEMENT is entered into for following broad purposes;

- Receiving, logging in and storage of DBS samples; the *NRL-NCDC* will be required to receive all DBS samples which are sent by the Field Agency conducting the survey in the allocated states. These samples should be logged in using the dedicated computer with installed software and these DBS samples should be stored as per CDC-UNAIDS-WHO guidelines for subsequent testing. Deploying dedicated equipment and adequately trained manpower (new or existing staff) for conducting the HIV testing as agreed upon (Annexure I).
- Putting in place a uniform system of internal quality controls at the *NRL-NCDC* under directions from the National AIDS Research Institute (NARI), Pune
- Conducting HIV testing using ELISA 1, ELISA 2 and Western Blot test kits, after completion of field work in the assigned area. The IIPS will send an intimation to the laboratory in this regard.
- Ensuring uninterrupted supply of the consumables required for HIV testing, except the ELISA 1 and ELISA 2 and Western Blot test kits which would be supplied by NARI.
- Regularly taking part in the External Quality Control for NFHS-4 HIV testing by sending all positive and 2% of negative samples (Software System generated) to NARI
- Strengthening the capacity of the *NRL-NCDC* to conduct HIV testing on a large number of samples using internationally acceptable protocols and guidelines

2. Statement of Work (SOW)

The *NRL-NCDC, Delhi* shall carry out the proposed activities and other requirements outlined in the Annexure 1 - Statement of Work (SOW) of this AGREEMENT for the implementation of the NFHS-4 Project (herein after called SOW). Any ambiguity in the SOW should be referred to IIPS for clarification. The decision of the IIPS will be final.

3. Period of Performance

The activities listed in the SOW will be completed by the individual Testing Laboratories within 18 months of signing of the agreement.

4. Agreement Amount and Payment Procedure

IIPS will pay an amount (including service tax) not exceeding **Rs. 34,30,000/- only** for completing the activities listed in Statement of Work as per following payment schedule.

Table 1; milestones, verifiable indicators and payment terms

Instaime nt	Milestone	Verifiable indicator	% of the Amount to be released
First	Setting up the laboratory system	All consumables, and trained manpower for conducting the HIV testing for NFHS-4 are identified and put in place (ELISA and Western Blot kits to be supplied by NARI)	60% of contract value excluding equipment cost
		Laboratory managers undergone the technical training at NARI (setting up laboratory systems and software)	Amount for printer, computer and generator set will be transferred within 30 days of submitting the invoices to IIPS
		Computer software system for HIV testing and tracking set up and onsite training of the identified staff completed	
		All preparations for receiving and storage of DBS samples in the laboratory are completed	

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Instalment	Milestone	Verifiable indicator	% of the Amount to be released
		Procurement of deep freezers for storing DBS samples at -20 deg C completed (as early as possible , not later than 15th February 2015- till that time the lab will store DBS at -20 deg C using their existing facility).	IIPS will transfer 100% of the expenditure incurred in procuring deep freezers within 30 days of submission of invoice
Second	On-site training of technical personnel in	On-site Training of technical personnel deployed for HIV testing in NFHS-4 is completed	20% of contract value excluding equipment cost
	Receipt, logging in and storage of FIRST* phase survey DBS samples	All first phase survey DBS samples received, logged in and properly stored	
	Testing, internal and external quality control for FIRST* phase samples	Testing, internal and external quality control for first phase samples completed and all discrepant results (between the lab and NARI) resolved with NARI and IIPS	
Third	Receipt, logging in and storage of SECOND phase survey DBS samples	All second phase survey DBS samples received, logged in and properly stored	15% of contract value excluding equipment cost
	Testing, Internal and external quality control for SECOND phase samples	Testing, internal and external quality control for SECOND phase samples completed	
Final	Resolution of discrepant results	All discrepant results resolved with NARI and IIPS	5% of contract value excluding equipment cost

5. Termination of Agreement

If IIPS at any stage, based on an objective examination and scrutiny set out through a due process considers, that the **NRL-NCDC** has failed to make progress in the implementation of the work schedule or is otherwise incapable of starting the project as per the timeline and completing the project work as stipulated or has failed to maintain the quality of work to the satisfaction of IIPS and NARI, then IIPS may revoke this AGREEMENT wholly or partially and may take appropriate action against **NRL-NCDC**. In that event, total amount released till that time to **NRL-NCDC** should be returned to IIPS within a stipulated period of 15 days from the date of revoking of this AGREEMENT and **NRL-NCDC** will have no claim on the balance amount or for the work so far completed.

6. Force Majeure and Termination

- 6.1. Where the performance by the **NRL-NCDC** of its obligations under this AGREEMENT is delayed, hindered or prevented by an event or events beyond the reasonable control of it and against which an experienced organization could not reasonably have been expected to take precautions, **NRL-NCDC** shall promptly notify IIPS in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this AGREEMENT.
- 6.2. From the date of receipt of notice given in accordance with Clause 6.1, IIPS may, at its sole discretion, either suspend this AGREEMENT for up to a period of 6 months ("the Suspension Period") or terminate this AGREEMENT forthwith.
- 6.3. If by the end of the Suspension Period the parties have not agreed on a further period of suspension or re-instatement of the AGREEMENT, this AGREEMENT shall terminate automatically.

[Handwritten signatures]

6.4. During the period of *NRL-NCDC*'s inability to perform the services as a result of an event of Force Majeure, IIPS shall during the subsistence of the Force Majeure event be liable to make payments to *NRL-NCDC* under the terms of the AGREEMENT for any/all services rendered by the *NRL-NCDC* and reimburse any/all such costs/expenses reasonably and necessarily incurred/spent by *NRL-NCDC*. In addition, IIPS shall be liable to make such payments to the *NRL-NCDC* which may be incurred by it in reactivating the services after the end of the Force Majeure period. In case of suspension and termination of the MOA, the *NRL-NCDC* will be liable to refund the money already paid for which it has not provided the service or the work.

7. Suspension or Termination without Default of Individual Testing Laboratory

- 7.1. IIPS may, at its sole discretion, suspend or terminate this AGREEMENT at any time by so notifying the *NRL-NCDC* and giving the reason(s) for such suspension or termination.
- 7.2. Where this AGREEMENT has been suspended or terminated pursuant to Clause 7.1, *NRL-NCDC* shall:
- a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-AGREEMENTs) in a cost-effective, timely and orderly manner; and
 - b) provide to IIPS, not more than 30 days after IIPS notifies *NRL-NCDC* of the suspension or termination of this AGREEMENT an account in writing, stating:
 - i. any costs, if any, due before the date of suspension or termination;
 - ii. any costs to be expended after the date of suspension or termination which *NRL-NCDC* necessarily incurred in the proper performance of this AGREEMENT and which it cannot reasonably be expected to avoid or recover.
 - iii. that all materials, instruments, documents, filled in Schedules, data retrieved have been properly submitted/transferred to IIPS
- 7.3 Subject to IIPS approval, IIPS shall pay such amount to *NRL-NCDC* normally within 30 days after receipt from it of an Invoice in respect of the amount due.

8. Termination with Default of Individual Testing Laboratory

- 8.1. IIPS may notify *NRL-NCDC* of the suspension or termination of this Agreement where the services or any part of them are not provided to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the action required by *NRL-NCDC* to remedy that dissatisfaction and the time within which it must be completed.
- 8.2. Where this Agreement is suspended under Clause 8.1 and *NRL-NCDC* subsequently fails to remedy the dissatisfaction IIPS may terminate the Agreement forthwith.
- 8.3. IIPS may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Agreement forthwith where:
- a. *NRL-NCDC* or any of its personnel, either directly or through their servants or agents, breaches any of their obligations under this Agreement; or
 - b. *NRL-NCDC* or any of its personnel has committed an offence under any of the prevailing laws applicable to the project.
- 8.4 Where this Agreement is terminated in accordance with this Clause, *NRL-NCDC* shall, without prejudice to IIPS's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Agreement.
- 8.5 Where this Agreement is terminated pursuant to Clause 8.3, *NRL-NCDC* shall pay IIPS within 10 days of notification such amount as IIPS shall have determined as the amount of any loss to IIPS resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

9. Assignment

NRL-NCDC shall not unilaterally transfer or assign or sublet any part of this AGREEMENT wholly or partially or otherwise the conduct of said proposal to any other person, firm or company or any other institution/organization.

10. Amendments and Modifications

No revisions, modifications or changes to this AGREEMENT shall be binding upon IIPS until the same is acknowledged by IIPS and agreed to in writing.

11. Limitation of Liability

NRL-NCDC holds IIPS harmless from any liability claim for loss or damages of property or injury or death of persons or any cause of action of whatsoever nature that may arise out of performance of this AGREEMENT.

12. Indemnity

Except where arising from the negligence of IIPS, *NRL-NCDC* shall indemnify IIPS in respect of any cost or damages however arising out of or related to breach of warranty or representation, AGREEMENT or statutory duty, or tortuous act or omissions by *NRL-NCDC* or its personnel or any claims made against IIPS by third parties in respect thereof.

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In event of any dispute arising with regard to interpretation of the articles/terms of this agreement the matter shall be referred to sole arbitrator, who shall be appointed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The decision of the Arbitrator on the points referred to him/her shall be binding on both the parties to this agreement, subject to the provisions of the Arbitration and Conciliation Act of 1966. Nothing in this clause shall entitle *NRL-NCDC* / IIPS to refuse to perform its obligation under this AGREEMENT merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed.

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Performance of the work indicated in the clause 2 - Statement of Work - shall be subject to the technical direction and approval by IIPS. All the technical directions consistent with the Statement of Work shall not constitute a new assignment of work or change in the expressed terms, conditions or specifications incorporated in the AGREEMENT and shall also not constitute a basis for increase in the agreed cost.

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On completion of milestone as per clause 4 of this AGREEMENT, *NRL-NCDC* shall submit the request for release of installment. The following documents shall be submitted concurrently with the invoices for payment

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- f. PAN No/ Service Tax No.
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MoHFW, GOI and IIPS or its designated officials of NFHS-4 project have the right to inspect or test all the services called for by this AGREEMENT to the extent practicable at all places and times during the term of AGREEMENT. Any infringement of the right of IIPS to inspect or test the AGREEMENT services would constitute a breach of this AGREEMENT and the AGREEMENT could be revoked wholly or partially by the IIPS. Except as otherwise agreed in writing, all reports and data, compact disks or anything that pertains to collection of data under this project produced under this AGREEMENT shall be subject to inspection and acceptance by IIPS, notwithstanding any previous inspection or preliminary acceptance.

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3. Requisite and secure data backup mechanisms are built in by *NRL-NCDC* at each stage of data transfer as prescribed by IIPS.
4. *NRL-NCDC* will keep the data in a safe and secured place till IIPS informs *NRL-NCDC* to delete/destroy data files/other documents. *NRL-NCDC* should ensure that no other person/agency

has access to the data collected in NFHS-4 survey. Any violation may attract suspension/termination of contract.

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NRL-NCDC warrants and represents to IIPS that neither that Laboratory nor any of its personnel:

- i. shall try to bribe for their own benefit in connection with this AGREEMENT
- ii. shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the **NRL-NCDC** of its obligations under the AGREEMENT and shall immediately notify IIPS of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

Signed for and on behalf of **NRL-NCDC**

Signed for and on behalf of **IIPS**

Director

NRL-NCDC

डॉ. एस. वेंकटेश / Dr. S. VENKATESH
National Centre for Disease Control
Delhi

भारत सरकार / Govt. of India
स्वास्थ्य एवं परिवार कल्याण मंत्रालय
राष्ट्रीय रोग नियंत्रण केन्द्र
D.G.H.S. (Min. of H & FW)
National Centre for Disease Control
22, Shant Nath Marg, Delhi-110054

Director & Sr. Professor

International Institute for Population Sciences

Govandi Station Road, Deonar
Mumbai-400 088

डॉ. एफ. राम / Dr. F. Ram

निदेशक एवं वरिष्ठ प्रोफेसर

Director & Senior Professor

अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान

International Institute for Population Sciences

देवनार/Deonar, मुंबई/Mumbai-400 088.

Witness (1)

Name

Witness (2)

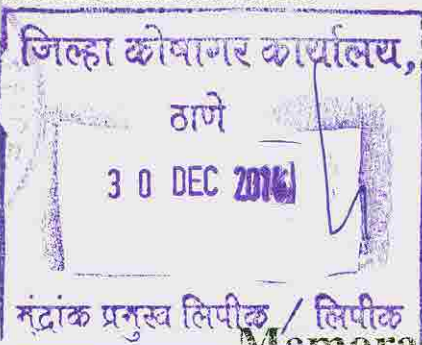
Name

Witness (3)

Name

Witness (4)

Name



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Memorandum of Agreement

This Memorandum of Agreement made on fifth day of January 2015, on behalf of Ministry of Health and Family Welfare (MoHFW), Government of India (GOI), New Delhi between the **International Institute for Population Sciences (IIPS)**, Govandi Station Road, Deonar, Mumbai-400 088 (hereinafter called IIPS) of the first part and **The National Institute for Mental Health and Neuro-Sciences, Department of Neurovirology, Hosur Road, Bangalore 560029** (hereinafter referred to as **NIMHANS**), which expression shall, subject to the AGREEMENT, include its successors in business and permitted assignees of the second part

1. Purpose of AGREEMENT

The Ministry of Health and Family Welfare (MoHFW), Government of India (GOI) has appointed IIPS as the nodal implementing agency to conduct the National Family Health Survey (NFHS)-4 in 29 States and 6 Union Territories (UTs). The survey aims to provide estimates of most of health and family welfare indicators at the state and district level for all 640 districts in the country. Knowing prevalence of

HIV infection in the general population of the country is also one of the key components of this survey. The IIPS, under direction from the MoHFW, has identified six laboratories across the country, where the Dried Blood Spot (DBS) samples on filter paper cards would be sent for the HIV testing to be done. All these laboratories are part of the Reference Laboratory Network created by the Department of Health and Family Welfare under its National AIDS Control Organization. These laboratories have prior experience of conducting HIV testing on DBS samples. The current agreement is between the *International Institute for Population Sciences (IIPS), Deonar, Mumbai* and *The National Reference Laboratory (NRL) in the department of Neurovirology at The National Institute for Mental Health and Neuro-Sciences, Bangalore* (hereinafter referred to as *NRL-NIMHANS*), which is one of the laboratories selected for HIV testing in NFHS-4. Accordingly, this AGREEMENT is entered into for following broad purposes;

- Receiving, logging in and storage of DBS samples; the *NRL-NIMHANS* will be required to receive all DBS samples which are sent by the Field Agency conducting the survey in the allocated states. These samples should be logged in using the dedicated computer with installed software and these DBS samples should be stored as per CDC-UNAIDS-WHO guidelines for subsequent testing. Deploying dedicated equipment and adequately trained manpower for conducting the HIV testing as agreed upon (Annexure I).
- Putting in place a uniform system of internal quality controls at the *NRL-NIMHANS* under directions from the National AIDS Research Institute (NARI), Pune
- Conducting HIV testing using ELISA 1, ELISA 2 and Western Blot test kits, after completion of field work in the assigned area. The IIPS will send an intimation to the laboratory in this regard.
- Ensuring uninterrupted supply of the consumables required for HIV testing, except the ELISA 1 and ELISA 2 and Western Blot test kits which would be supplied by NARI.
- Regularly taking part in the External Quality Control for NFHS-4 HIV testing by sending all positive and 2% of negative samples (Software System generated) to NARI
- Strengthening the capacity of the *NRL-NIMHANS* to conduct HIV testing on a large number of samples using internationally acceptable protocols and guidelines

2. Statement of Work (SOW)

The *NRL-NIMHANS*, Delhi shall carry out the proposed activities and other requirements outlined in the Annexure I - Statement of Work (SOW) of this AGREEMENT for the implementation of the NFHS-4 Project (herein after called SOW). Any ambiguity in the SOW should be referred to IIPS for clarification. The decision of the IIPS will be final.

3. Period of Performance

The activities listed in the SOW will be completed by the individual Testing Laboratories within 18 months of signing of the agreement.

4. Agreement Amount and Payment Procedure

IIPS will pay an amount (including service tax) not exceeding **Rs. 34,30,000/- only** for completing the activities listed in Statement of Work as per following payment schedule.

Table 1; milestones, verifiable indicators and payment terms

Instalment	Milestone	Verifiable indicator	% of the Amount to be released
First	Setting up the laboratory system	All consumables, and trained manpower for conducting the HIV testing for NFHS-4 are identified and put in place (ELISA and Western Blot kits to be supplied by NARI)	60% of contract value excluding equipment cost
		Laboratory managers undergone the technical training at NARI (setting up laboratory systems and software)	Amount for printer, computer and generator set will be transferred within 30 days of submitting the invoices to IIPS
		Computer software system for HIV testing and tracking set up and onsite training of the identified staff completed	
		All preparations for receiving and storage of DBS samples in the laboratory are completed	

** [Signature]*

[Signature]

Instalment	Milestone	Verifiable indicator	% of the Amount to be released
		Procurement of deep freezers for storing DBS samples at -20 deg C completed (as early as possible , not later than 15th February 2015- till that time the lab will store DBS at -20 deg C using their existing facility).	IIPS will transfer 100% of the expenditure incurred in procuring deep freezers within 30 days of submission of invoice
Second	On-site training of technical personnel in	On-site Training of technical personnel deployed for HIV testing in NFHS-4 is completed	20% of contract value excluding equipment cost
	Receipt, logging in and storage of FIRST* phase survey DBS samples	All first phase survey DBS samples received, logged in and properly stored	
	Testing, internal and external quality control for FIRST* phase samples	Testing, internal and external quality control for first phase samples completed and all discrepant results (between the lab and NARI) resolved with NARI and IIPS	
Third	Receipt, logging in and storage of SECOND phase survey DBS samples	All second phase survey DBS samples received, logged in and properly stored	15% of contract value excluding equipment cost
	Testing, Internal and external quality control for SECOND phase samples	Testing, internal and external quality control for SECOND phase samples completed	
Final	Resolution of discrepant results	All discrepant results resolved with NARI and IIPS	5% of contract value excluding equipment cost

5. Termination of Agreement

If IIPS at any stage, based on an objective examination and scrutiny set out through a due process considers, that the **NRL-NIMHANS** has failed to make progress in the implementation of the work schedule or is otherwise incapable of starting the project as per the timeline and completing the project work as stipulated or has failed to maintain the quality of work to the satisfaction of IIPS and NARI, then IIPS may revoke this AGREEMENT wholly or partially and may take appropriate action against **NRL-NIMHANS**. In that event, total amount released till that time to **NRL-NIMHANS** should be returned to IIPS within a stipulated period of 15 days from the date of revoking of this AGREEMENT and **NRL-NIMHANS** will have no claim on the balance amount or for the work so far completed.

6. Force Majeure and Termination

- 6.1. Where the performance by the **NRL-NIMHANS** of its obligations under this AGREEMENT is delayed, hindered or prevented by an event or events beyond the reasonable control of it and against which an experienced organization could not reasonably have been expected to take precautions, **NRL-NIMHANS** shall promptly notify IIPS in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this AGREEMENT.
- 6.2. From the date of receipt of notice given in accordance with Clause 6.1, IIPS may, at its sole discretion, either suspend this AGREEMENT for up to a period of 6 months ("the Suspension Period") or terminate this AGREEMENT forthwith.
- 6.3. If by the end of the Suspension Period the parties have not agreed on a further period of suspension or re-instatement of the AGREEMENT, this AGREEMENT shall terminate automatically.
- 6.4. During the period of **NRL-NIMHANS**'s inability to perform the services as a result of an event of Force Majeure, IIPS shall during the subsistence of the Force Majeure event be liable to make payments to **NRL-NIMHANS** under the terms of the AGREEMENT for any/all services rendered by the **NRL-NIMHANS** and reimburse any/all such costs/expenses reasonably and necessarily

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incurred/spent by *NRL-NIMHANS*. In addition, IIPS shall be liable to make such payments to the *NRL-NIMHANS* which may be incurred by it in reactivating the services after the end of the Force Majeure period. In case of suspension and termination of the MOA, the *NRL-NIMHANS* will be liable to refund the money already paid for which it has not provided the service or the work.

7. Suspension or Termination without Default of Individual Testing Laboratory

7.1. IIPS may, at its sole discretion, suspend or terminate this AGREEMENT at any time by so notifying the *NRL-NIMHANS* and giving the reason(s) for such suspension or termination.

7.2. Where this AGREEMENT has been suspended or terminated pursuant to Clause 7.1, *NRL-NIMHANS* shall:

- a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-AGREEMENTs) in a cost-effective, timely and orderly manner; and
- b) provide to IIPS, not more than 30 days after IIPS notifies *NRL-NIMHANS* of the suspension or termination of this AGREEMENT an account in writing, stating:
 - i. any costs, if any, due before the date of suspension or termination;
 - ii. any costs to be expended after the date of suspension or termination which *NRL-NIMHANS* necessarily incurred in the proper performance of this AGREEMENT and which it cannot reasonably be expected to avoid or recover.
 - iii. that all materials, instruments, documents, filled in Schedules, data retrieved have been properly submitted/transferred to IIPS

7.3 Subject to IIPS approval, IIPS shall pay such amount to *NRL-NIMHANS* normally within 30 days after receipt from it of an Invoice in respect of the amount due.

8. Termination with Default of Individual Testing Laboratory

8.1. IIPS may notify *NRL-NIMHANS* of the suspension or termination of this Agreement where the services or any part of them are not provided to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the action required by *NRL-NIMHANS* to remedy that dissatisfaction and the time within which it must be completed.

8.2. Where this Agreement is suspended under Clause 8.1 and *NRL-NIMHANS* subsequently fails to remedy the dissatisfaction IIPS may terminate the Agreement forthwith.

8.3. IIPS may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Agreement forthwith where:

- a. *NRL-NIMHANS* or any of its personnel, either directly or through their servants or agents, breaches any of their obligations under this Agreement; or
- b. *NRL-NIMHANS* or any of its personnel has committed an offence under any of the prevailing laws applicable to the project.

8.4 Where this Agreement is terminated in accordance with this Clause, *NRL-NIMHANS* shall, without prejudice to IIPS's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Agreement.

8.5 Where this Agreement is terminated pursuant to Clause 8.3, *NRL-NIMHANS* shall pay IIPS within 10 days of notification such amount as IIPS shall have determined as the amount of any loss to IIPS resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

9. Assignment

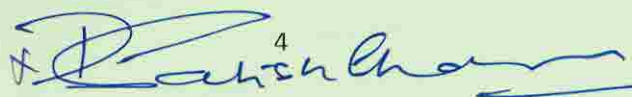
NRL-NIMHANS shall not unilaterally transfer or assign or sublet any part of this AGREEMENT wholly or partially or otherwise the conduct of said proposal to any other person, firm or company or any other institution/organization.

10. Amendments and Modifications

No revisions, modifications or changes to this AGREEMENT shall be binding upon IIPS until the same is acknowledged by IIPS and agreed to in writing.

11. Limitation of Liability

NRL-NIMHANS holds IIPS harmless from any liability claim for loss or damages of property or injury or death of persons or any cause of action of whatsoever nature that may arise out of performance of this AGREEMENT.

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12. Indemnity

Except where arising from the negligence of IIPS, *NRL-NIMHANS* shall indemnify IIPS in respect of any cost or damages however arising out of or related to breach of warranty or representation, AGREEMENT or statutory duty, or tortuous act or omissions by *NRL-NIMHANS* or its personnel or any claims made against IIPS by third parties in respect thereof.

13. Disputes and Arbitration

In event of any dispute arising with regard to interpretation of the articles/terms of this agreement the matter shall be referred to sole arbitrator, who shall be appointed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The decision of the Arbitrator on the points referred to him/her shall be binding on both the parties to this agreement, subject to the provisions of the Arbitration and Conciliation Act of 1966. Nothing in this clause shall entitle *NRL-NIMHANS* / IIPS to refuse to perform its obligation under this AGREEMENT merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed.

14. Technical Direction

Performance of the work indicated in the clause 2 - Statement of Work - shall be subject to the technical direction and approval by IIPS. All the technical directions consistent with the Statement of Work shall not constitute a new assignment of work or change in the expressed terms, conditions or specifications incorporated in the AGREEMENT and shall also not constitute a basis for increase in the agreed cost.

15. Submission of documents for payment

On completion of milestone as per clause 4 of this AGREEMENT, *NRL-NIMHANS* shall submit the request for release of installment. The following documents shall be submitted concurrently with the invoices for payment

- a. Progress made to date on specific work completed (in quantifiable measure).
- b. Work in progress (in quantifiable measure).
- c. Work scheduled to be undertaken (in quantifiable measures).
- d. Activities that have been delayed.
- e. Utilization Certificate
- f. PAN No/ Service Tax No.
- g. Bank details for RTGS / NEFT fund transfer

16. Inspection of Performance

MoHFW, GOI and IIPS or its designated officials of NFHS-4 project have the right to inspect or test all the services called for by this AGREEMENT to the extent practicable at all places and times during the term of AGREEMENT. Any infringement of the right of IIPS to inspect or test the AGREEMENT services would constitute a breach of this AGREEMENT and the AGREEMENT could be revoked wholly or partially by the IIPS. Except as otherwise agreed in writing, all reports and data, compact disks or anything that pertains to collection of data under this project produced under this AGREEMENT shall be subject to inspection and acceptance by IIPS, notwithstanding any previous inspection or preliminary acceptance.

17. Data Security and Protection

1. *NRL-NIMHANS* is required to maintain confidentiality including unauthorized disclosure and use of the data collected. Any violation of the data security protocol will be subject to penalization and disqualification.
2. *NRL-NIMHANS* will ensure strict compliance with all the data protection and security provisions during data collection, storage, transmission and analysis, to be put in place by IIPS.
3. Requisite and secure data backup mechanisms are built in by *NRL-NIMHANS* at each stage of data transfer as prescribed by IIPS.
4. *NRL-NIMHANS* will keep the data in a safe and secured place till IIPS informs *NRL-NIMHANS* to delete/destroy data files/other documents. *NRL-NIMHANS* should ensure that no other person/agency has access to the data collected in NFHS-4 survey. Any violation may attract suspension/termination of contract.

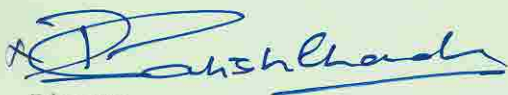
18. Corruption, Commissions, Discounts and Fraud

NRL-NIMHANS warrants and represents to IIPS that neither that Laboratory nor any of its personnel:

- i. shall try to bribe for their own benefit in connection with this AGREEMENT
- ii. shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the **NRL-NIMHANS** of its obligations under the AGREEMENT and shall immediately notify IIPS of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

Signed for and on behalf of **NRL-NIMHANS**

Signed for and on behalf of **IIPS**



Director

NRL-NIMHANS

Hosur Road, Bangalore 560029.

Dr. P. Satish Chandra

Director / Vice Chancellor

National Institute of

Mental Health & Neuro Sciences

Bangalore - 560 029

Witness (1)

Name

:

PROF V. RAVI

Witness (2)

Name

:

DR. Anita Desai



Director & Sr. Professor

International Institute for Population Sciences

Govandi Station Road, Deonar

Mumbai-400 088

डॉ. एफ. राम/Dr. F. Ram

निदेशक एवं वरिष्ठ प्रोफेसर

Director & Senior Professor

अन्तराष्ट्रीय जनसंख्या विज्ञान संस्थान

International Institute for Population Sciences

देवनार/Deonar, मुंबई/Mumbai-400 088.

Witness (3)

Name

:

Prof. B. PASWAN

Witness (4)

Name

:

Mr. B.S. Sawano-

1. Purpose of AGREEMENT

The Ministry of Health and Family Welfare (MoHFW), Government of India (GOI) has appointed IIPS as the nodal implementing agency to conduct the National Family Health Survey (NFHS)-4 in 29 States and 6 Union Territories (UTs). The survey aims to provide estimates of most of health and family welfare indicators at the state and district level for all 640 districts in the country. Knowing prevalence of HIV infection in the general population of the country is also one of the key components of this survey. The IIPS, under direction from the MoHFW, has identified six laboratories across the country, where the Dried Blood Spot (DBS) samples on filter paper cards would be sent for the HIV testing to be done. All these laboratories are part of the Reference Laboratory Network created by the Department of Health and Family Welfare under its National AIDS Control Organization. These laboratories have prior experience of conducting HIV testing on DBS samples. The current agreement is between the *International Institute for Population Sciences (IIPS), Deonar, Mumbai* and *The State Reference Laboratory (SRL) in the department of Microbiology, Naga Hospital Authority, at Kohima (hereinafter referred to as SRL-Kohima)*, which is one of the laboratories selected for HIV testing in NFHS-4. Accordingly, this AGREEMENT is entered into for following broad purposes;

- Receiving, logging in and storage of DBS samples; the **SRL-KOHIMA** will be required to receive all DBS samples which are sent by the Field Agency conducting the survey in the allocated states. These samples should be logged in using the dedicated computer with installed software and these DBS samples should be stored as per CDC-UNAIDS-WHO guidelines for subsequent testing. Deploying dedicated equipment and adequately trained manpower for conducting the HIV testing as agreed upon (Annexure I).
- Putting in place a uniform system of internal quality controls at the **SRL-KOHIMA** under directions from the National AIDS Research Institute (NARI), Pune.
- Conducting HIV testing using ELISA 1, ELISA 2 and Western Blot test kits, after completion of field work in the assigned area. The IIPS will send an intimation to the laboratory in this regard.
- Ensuring uninterrupted supply of the consumables required for HIV testing, except the ELISA 1 and ELISA 2 and Western Blot test kits which would be supplied by NARI.
- Regularly taking part in the External Quality Control for NFHS-4 HIV testing by sending all positive and 2% of negative samples (Software System generated) to NARI.
- Strengthening the capacity of the **SRL-KOHIMA** to conduct HIV testing on a large number of samples using internationally acceptable protocols and guidelines.

2. Statement of Work (SOW)

The **SRL-KOHIMA**, shall carry out the proposed activities and other requirements outlined in the Annexure I - Statement of Work (SOW) of this AGREEMENT for the implementation of the NFHS-4 Project (herein after called SOW). Any ambiguity in the SOW should be referred to IIPS for clarification. The decision of the IIPS will be final.

3. Period of Performance

The activities listed in the SOW will be completed by the SRL-KOHIMA within 12 months of signing of the agreement.

4. Agreement Amount and Payment Procedure

IIPS will pay an amount (including service tax) not exceeding **Rs. 18,10,000/-** only for completing the activities listed in Statement of Work as per following payment schedule.

Table 1; milestones, verifiable indicators and payment terms

Instalment	Milestone	Verifiable indicator	% of the Amount to be released
First	Setting up the laboratory system	<p>All consumables and trained manpower for conducting the HIV testing for NFHS-4 are identified and put in place (ELISA and Western Blot kits to be supplied by NARI)</p> <p>Laboratory managers undergone the technical training at NARI (setting up laboratory systems and software)</p> <p>Computer software system for HIV testing and tracking set up and onsite training of the identified staff completed</p> <p>All preparations for receiving and storage of DBS samples in the laboratory are completed</p> <p>Procurement of deep freezers for storing DBS samples at -20 deg C completed (by 30th October 2015)</p>	<p>60% of contract value excluding equipment cost</p> <p>Amount for printer, computer and generator set will be transferred within 30 days of submitting the invoices to IIPS</p> <p>IIPS will transfer 100% of the cost of deep freezers within 30 days of submission of invoice</p>
Second	On-site training of technical personnel in	On-site Training of technical personnel deployed for HIV testing in NFHS-4 is completed	20% of contract value excluding equipment cost
Third	<p>Receipt, logging in and storage of SECOND phase survey DBS samples</p> <p>Testing, Internal and external quality control for SECOND phase samples</p>	<p>All second phase survey DBS samples received, logged in and properly stored</p> <p>Testing, internal and external quality control for SECOND phase samples completed and all discrepant results (between the lab and NARI) resolved with NARI and IIPS</p>	15% of contract value excluding equipment cost
Final	Resolution of discrepant results	All discrepant results resolved with NARI and IIPS	5% of contract value excluding equipment cost

5. Termination of Agreement

If IIPS at any stage, based on an objective examination and scrutiny set out through a due process considers, that the **SRL-KOHIMA** has failed to make progress in the implementation of the work schedule or is otherwise incapable of starting the project as per the timeline and completing the project work as stipulated

or has failed to maintain the quality of work to the satisfaction of IIPS and NARI, then IIPS may revoke this AGREEMENT wholly or partially and may take appropriate action against **SRL-KOHIMA**. In that event, total amount released till that time to **SRL-KOHIMA** should be returned to IIPS within a stipulated period of 15 days from the date of revoking of this AGREEMENT and **SRL-KOHIMA** will have no claim on the balance amount or for the work so far completed.

6. Force Majeure and Termination

- 6.1. Where the performance by the **SRL-KOHIMA** of its obligations under this AGREEMENT is delayed, hindered or prevented by an event or events beyond the reasonable control of it and against which an experienced organization could not reasonably have been expected to take precautions, **SRL-KOHIMA** shall promptly notify IIPS in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this AGREEMENT.
- 6.2. From the date of receipt of notice given in accordance with Clause 6.1, IIPS may, at its sole discretion, either suspend this AGREEMENT for up to a period of 6 months ("the Suspension Period") or terminate this AGREEMENT forthwith.
- 6.3. If by the end of the Suspension Period the parties have not agreed on a further period of suspension or re-instatement of the AGREEMENT, this AGREEMENT shall terminate automatically.
- 6.4. During the period of **SRL-KOHIMA**'s inability to perform the services as a result of an event of Force Majeure, IIPS shall during the subsistence of the Force Majeure event be liable to make payments to **SRL-KOHIMA** under the terms of the AGREEMENT for any/all services rendered by the **SRL-KOHIMA** and reimburse any/all such costs/expenses reasonably and necessarily incurred/spent by **SRL-KOHIMA**. In addition, IIPS shall be liable to make such payments to the **SRL-KOHIMA** which may be incurred by it in reactivating the services after the end of the Force Majeure period. In case of suspension and termination of the MOA, the **SRL-KOHIMA** will be liable to refund the money already paid for which it has not provided the service or the work.

7. Suspension or Termination without Default of Individual Testing Laboratory

- 7.1. IIPS may, at its sole discretion, suspend or terminate this AGREEMENT at any time by so notifying the **SRL-KOHIMA** and giving the reason(s) for such suspension or termination.
- 7.2. Where this AGREEMENT has been suspended or terminated pursuant to Clause 7.1, **SRL-KOHIMA** shall:
- a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-AGREEMENTs) in a cost-effective, timely and orderly manner; and
 - b) provide to IIPS, not more than 30 days after IIPS notifies **SRL-KOHIMA** of the suspension or termination of this AGREEMENT an account in writing, stating:
 - i. any costs, if any, due before the date of suspension or termination;
 - ii. any costs to be expended after the date of suspension or termination which **SRL-KOHIMA** necessarily incurred in the proper performance of this AGREEMENT and which it cannot reasonably be expected to avoid or recover.
 - iii. that all materials, instruments, documents, filled in Schedules, data retrieved have been properly submitted/transferred to IIPS
- 7.3 Subject to IIPS approval, IIPS shall pay such amount to **SRL-KOHIMA** normally within 30 days after receipt from it of an Invoice in respect of the amount due.

8. Termination with Default of Individual Testing Laboratory

8.1. IIPS may notify **SRL-KOHIMA** of the suspension or termination of this Agreement where the services or any part of them are not provided to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the action required by **SRL-KOHIMA** to remedy that dissatisfaction and the time within which it must be completed.

8.2. Where this Agreement is suspended under Clause 8.1 and **SRL-KOHIMA** subsequently fails to remedy the dissatisfaction IIPS may terminate the Agreement forthwith.

8.3. IIPS may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Agreement forthwith where:

- a. **SRL-KOHIMA** or any of its personnel, either directly or through their servants or agents, breaches any of their obligations under this Agreement; or
- b. **SRL-KOHIMA** or any of its personnel has committed an offence under any of the prevailing laws applicable to the project.

8.4 Where this Agreement is terminated in accordance with this Clause, **SRL-KOHIMA** shall, without prejudice to IIPS's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Agreement.

8.5 Where this Agreement is terminated pursuant to Clause 8.3, **SRL-KOHIMA** shall pay IIPS within 10 days of notification such amount as IIPS shall have determined as the amount of any loss to IIPS resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

9. Assignment

SRL-KOHIMA shall not unilaterally transfer or assign or sublet any part of this AGREEMENT wholly or partially or otherwise the conduct of said proposal to any other person, firm or company or any other institution/organization.

10. Amendments and Modifications

No revisions, modifications or changes to this AGREEMENT shall be binding upon IIPS until the same is acknowledged by IIPS and agreed to in writing.

11. Limitation of Liability

SRL-KOHIMA holds IIPS harmless from any liability claim for loss or damages of property or injury or death of persons or any cause of action of whatsoever nature that may arise out of performance of this AGREEMENT.

12. Indemnity

Except where arising from the negligence of IIPS, **SRL-KOHIMA** shall indemnify IIPS in respect of any cost or damages however arising out of or related to breach of warranty or representation, AGREEMENT or statutory duty, or tortuous act or omissions by **SRL-KOHIMA** or its personnel or any claims made against IIPS by third parties in respect thereof.

13. Disputes and Arbitration

In event of any dispute arising with regard to interpretation of the articles/terms of this agreement the matter shall be referred to sole arbitrator, who shall be appointed by the Ministry of Health & Family Welfare,

Government of India, New Delhi. The decision of the Arbitrator on the points referred to him/her shall be binding on both the parties to this agreement, subject to the provisions of the Arbitration and Conciliation Act of 1966. Nothing in this clause shall entitle **SRL-KOHIMA** / IIPS to refuse to perform its obligation under this AGREEMENT merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed.

14. Technical Direction

Performance of the work indicated in the clause 2 - Statement of Work - shall be subject to the technical direction and approval by IIPS. All the technical directions consistent with the Statement of Work shall not constitute a new assignment of work or change in the expressed terms, conditions or specifications incorporated in the AGREEMENT and shall also not constitute a basis for increase in the agreed cost.

15. Submission of documents for payment

On completion of milestone as per clause 4 of this AGREEMENT, **SRL-KOHIMA** shall submit the request for release of installment. The following documents shall be submitted concurrently with the invoices for payment

- a. Progress made to date on specific work completed (in quantifiable measure).
- b. Work in progress (in quantifiable measure).
- c. Work scheduled to be undertaken (in quantifiable measures).
- d. Activities that have been delayed.
- e. Utilization Certificate
- f. PAN No/ Service Tax No.
- g. Bank details for RTGS / NEFT fund transfer

16. Inspection of Performance

MoHFW, GOI and IIPS or its designated officials of NFHS-4 project have the right to inspect or test all the services called for by this AGREEMENT to the extent practicable at all places and times during the term of AGREEMENT. Any infringement of the right of IIPS to inspect or test the AGREEMENT services would constitute a breach of this AGREEMENT and the AGREEMENT could be revoked wholly or partially by the IIPS. Except as otherwise agreed in writing, all reports and data, compact disks or anything that pertains to collection of data under this project produced under this AGREEMENT shall be subject to inspection and acceptance by IIPS, notwithstanding any previous inspection or preliminary acceptance.

17. Data Security and Protection

1. **SRL-KOHIMA** is required to maintain confidentiality including unauthorized disclosure and use of the data collected. Any violation of the data security protocol will be subject to penalization and disqualification.
2. **SRL-KOHIMA** will ensure strict compliance with all the data protection and security provisions during data collection, storage, transmission and analysis, to be put in place by IIPS.
3. Requisite and secure data backup mechanisms are built in by **SRL-KOHIMA** at each stage of data transfer as prescribed by IIPS.
4. **SRL-KOHIMA** will keep the data in a safe and secured place till IIPS informs **SRL-KOHIMA** to delete/destroy data files/other documents. **SRL-KOHIMA** should ensure that no other person/agency

has access to the data collected in NFHS-4 survey. Any violation may attract suspension/termination of contract.

18. Corruption, Commissions, Discounts and Fraud

SRL-KOHIMA warrants and represents to IIPS that neither that Laboratory nor any of its personnel:

- i. shall try to bribe for their own benefit in connection with this AGREEMENT
- ii. shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the **SRL-KOHIMA** of its obligations under the AGREEMENT and shall immediately notify IIPS of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

Signed for and on behalf of **SRL-KOHIMA**

Signed for and on behalf of **IIPS**

Dr. Margaret Yhome
i/c State Reference Laboratory
Naga Hospital Authority Kohima.

The State Reference Laboratory (SRL)

Department of Microbiology,

Naga Hospital Authority, at Kohima – 797001

Nagaland

Director

International Institute for Population Sciences

Govandi Station Road, Deonar

Mumbai-400 088

डॉ. एफ. राम/Dr. F. Ram
निदेशक एवं वरिष्ठ प्रोफेसर
Director & Senior Professor
अन्तराष्ट्रीय जनसंख्या विज्ञान संस्थान
International Institute for Population Sciences
देवदार/Deonar, मुंबई/Mumbai-400 088.

Witness (1)

Name

Dr. V. Losu

Managing Director
Naga Hospital Authority
Kohima : Nagaland

Witness (2)

Name

Dr. Avilizo Solo
Senior Dental Specialist
Naga Hospital Authority,
Kohima, Nagaland

Witness (1)

Name

Ramchandra V. Rathod

Witness (2)

Name

Prof. Bahram Paswan



SUBCONTRACT AGREEMENT FEDERAL CONTRACTS

This subcontract agreement (the "Agreement") is made and effective this date, 6/24/2014, is applicable to subcontracts under government, (Federal, State, and Local) Prime Contracts, and is:

BETWEEN: ICF Macro, Inc. (the "Contractor" or "ICF")
530 Gaither Road, Suite 500
Rockville, MD 20850

AND: International Institute for Population Sciences (IIPS) ("Subcontractor")
Govandi Station Rd, Deonar
Mumbai, 400 088 India

WHEREAS, Subcontractor offers unique services and desires to provide Contractor with such services; and

WHEREAS, Contractor has entered into an agreement to provide services to its government client (the "Client") for the **Demographic and Health Surveys (DHS-7)** with the prime contract number **AID-OAA-C-13-00095** ("Prime Contract") and desires to utilize Subcontractor's services as provided herein to assist Contractor in the performance of such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. SUBCONTRACT AGREEMENT NO.: 14SZSK0168

2. TYPE OF AGREEMENT: TIME AND MATERIAL

3. GENERAL TERMS AND CONDITIONS

3.1 The general terms and conditions of this Agreement are set forth in Appendix A, attached hereto and incorporated herein by reference.

4. SCOPE OF WORK

4.1 Subcontractor shall provide to Contractor the services set forth in Appendix B, attached hereto and incorporated herein by reference ("Services"). Subcontractor shall furnish all reports and deliverables as set forth in Appendix B in accordance with the terms set forth therein ("Deliverables").

5. PERIOD OF PERFORMANCE

5.1 The period of performance for this Agreement shall be from 9/1/2014 through 9/8/2018. Options to extend this Agreement shall be made by written modification agreed to by all parties.

6. FEES, PAYMENT AND INVOICING

6.1 In consideration of Services performed, Contractor will pay Subcontractor the fees set forth in Appendix C, attached hereto and herein incorporated by reference.

6.2 Subcontractor is not authorized to perform Services, make expenditures or incur obligations which exceed **US\$6,062,704.05**; and such amount, unless otherwise specified herein or through a formal change order, is the maximum amount for which Contractor shall be liable.

6.3 Subcontractor payment schedule is set forth in Appendix C, attached hereto and herein incorporated by reference.

6.4 Subcontractor invoices shall include the following at a minimum, all supporting data required for invoices to be submitted in the Prime Contract.



SUBCONTRACT AGREEMENT FEDERAL CONTRACTS

- Prime (ICF) Contract Number and Name
- Subcontract Number
- ICF Charge Number
- Payee Name and Remittance Address
- Invoice Number
- Invoice Date
- Total Funded Subcontract Value
- Total Subcontract Funded Value
- Short Description of Services Performed
- Amounts being billed
 - Current and Cumulative Amounts by deliverables and ODCs
- Remaining amount to be billed (Subcontract Funded Value – Cumulative Amounts Billed)

6.5 Invoices shall be submitted to the ICF Project Associate, Ronnette Nolasco, ronnette.nolasco@icfi.com for processing.

6.6 Each invoice shall contain the following certification signed by an authorized representative of the Subcontractor:

"I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement."

7. KEY PERSONNEL

7.1 Subcontractor shall provide the key personnel listed below to perform the Services. The personnel are considered to be essential to the work performed and Subcontractor shall not replace any such key personnel without the prior written approval of Contractor, which approval shall not be unreasonably withheld. Where such authorization has been granted by Contractor, Subcontractor shall replace the key person(s) with a person(s) of comparable training and experience.

7.1.1 Dr. Faujdar Ram - Director

7.1.2 Dr. SK Singh - Professor

7.1.3 Dr. Balram Paswan - Professor

8. AUTHORIZED CHANGES IN SERVICES OR PAYMENT

8.1 The Contractor's Subcontract Administrator is the only representative of Contractor who is authorized to approve changes in the Services or approve any change to the payment terms or amounts. Such changes made by Subcontractor without written authorization by Contractor's Subcontract Administrator shall be performed at Subcontractor's sole risk and expense.

9. POINTS OF CONTACT

9.1 Contractor's Program Manager, Fred Arnold, is responsible for supervision of all technical aspects of the Services. +1 (301) 572-0938, fred.arnold@icfi.com.

9.2 Contractor's Subcontract Administrator for this Agreement is Omar Zobair and he may be contacted at +1 (703) 225-2994 and omar.zobair@icfi.com.

9.3 Any notice given by either party shall be in writing and shall be deemed given, five (5) calendar days after deposit with the United States Postal Service, postage prepaid, certified return receipt requested, or upon actual delivery to the other party at the following addresses:



SUBCONTRACT AGREEMENT FEDERAL CONTRACTS

Contractor
ICF Macro, Inc.
Attention: Omar Zobair
530 Gaither Road, Suite 500
Rockville, MD 20850
omar.zobair@icfi.com , +1 703.225.2994

Subcontractor
International Institute for Population Sciences (IIPS)
Attention: Dr. Faujdar Ram
Govandi Station Rd., Deonar
Mumbai, 400 088 India
director@iips.net , +91.22.2556.2062

10. FEDERAL, STATE, AND LOCAL PAYROLL TAXES

- 10.1 Contractor shall not withhold or pay federal, state, or local income taxes or payroll taxes of any kind on behalf of the Subcontractor or the employees of the Subcontractor. Contractor shall not treat the Subcontractor as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

11. NOTICE TO SUBCONTRACTOR ABOUT ITS TAX DUTIES AND LIABILITIES

- 11.1 Subcontractor understands that he or she is responsible to pay, according to law, the Subcontractor's federal and state income taxes, and that Contractor is not withholding or paying any portion of Subcontractor's taxes. If the Subcontractor is not a corporation, the Subcontractor further understands that the Subcontractor may be liable for self-employment (Social Security) tax, to be paid by the Subcontractor according to law.

12. INDEPENDENT CONTRACTOR STATUS

- 12.1 Subcontractor expressly represents and warrants to Contractor that (1) Subcontractor and Subcontractor's employees are not and shall not be construed to be an employee of the Contractor and that Subcontractor's status shall be that of an Independent Contractor solely responsible for Subcontractor and Subcontractor's employees actions and inactions; (2) Subcontractor and Subcontractor's employees shall act solely as an Independent Contractor, not as an employee or agent of Contractor; and (3) Subcontractor and Subcontractor's employees are not authorized to enter into contracts or agreements on behalf of Contractor or to otherwise create obligations of Contractor to third parties.

13. FEDERAL LABOR LAWS

- 13.1 Subcontractor shall adhere to all applicable Federal Labor laws including, but not limited to Executive Order, 13496, 29 CFR Part 471, Appendix A to Subpart A.

14. ADDITIONAL TERMS & CONDITIONS (GOVERNMENT PRIME CONTRACT AND FAR CLAUSES)

- 14.1 Subcontractor shall perform the Services in accordance with the applicable Prime Contract clauses and Federal Acquisition Regulations ("FAR"). Subcontractor's attention is specifically directed to the list of applicable Prime Contract and FAR clauses set forth in Appendix D, attached hereto and incorporated herein by reference.



SUBCONTRACT AGREEMENT FEDERAL CONTRACTS

15. ENTIRE AGREEMENT

- 15.1 Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, Contractor and Subcontractor have caused this Agreement to be executed by their duly authorized representatives as set forth below.

FOR: CONTRACTOR

ICF Macro, Inc.

FOR: SUBCONTRACTOR

International Institute for Population Sciences
(IIPS)

X F. Michael Gray X

Prof. F. Ram

F. Michael Gray
Vice President, Contracts

Name (Typed or Printed)

Prof. F. Ram

Name (Typed or Printed)

February 4, 2015

Date

Date : December 5, 2014



महाराष्ट्र MAHARASHTRA

2018

TH 733871



MEMORANDUM OF AGREEMENT 2018-19 NATIONAL FAMILY HEALTH SURVEY (NFHS-5)

I. Organizations

The parties to this memorandum of agreement (MOA) are:

1. International Institute for Population Sciences (IIPS), Mumbai, India
2. ICF, Rockville MD, USA

II. Objectives

The National Family Health Survey (NFHS) programme in India was initiated in the early 1990s with the first NFHS being conducted in 1992-93. Since then, India has successfully completed NFHS-2 in 1998-99, NFHS-3 in 2005-06, and NFHS-4 in 2015-16. All four surveys were conducted under the stewardship of the Ministry of Health and Family Welfare (MoHFW), Government of India, with the International Institute for Population Sciences (IIPS) as the nodal agency and technical assistance being provided by United States Agency

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for International Development (USAID) through ICF. The major objectives of the NFHS programme have been to strengthen India's demographic and health database by providing information that is both reliable and relied upon; to strengthen the survey research capabilities of Indian institutions to provide, analyse, and disseminate high quality data; and to anticipate and meet the country's needs for data on emerging health and family welfare issues.

In 2018-2019, India will implement the fifth National Family Health Survey (NFHS-5). Like its predecessors, NFHS-5 will be conducted under the stewardship of the Ministry of Health and Family Welfare, coordinated by the International Institute for Population Sciences, Mumbai, and implemented by a group of survey organizations and Population Research Centres, following a rigorous selection procedure. Technical assistance for NFHS-5 will again be provided by ICF, USA, with financial support for the technical assistance from the United States Agency for International Development.

The signatories support the general objectives of NFHS-5, namely: a) to provide essential data on health and family welfare needed by the Ministry of Health and Family Welfare and other agencies for policy and programme purposes, and b) to provide information on important emerging health and family welfare issues in India.

III. Implementation

The vast amount of work associated with NFHS-5, including management, coordination, sampling, training, fieldwork, supervision, data checking, production of datasets and tables, and dissemination will be handled by IIPS faculty, staff specially recruited for the project by IIPS, ICF staff and consultants, and 17-18 Field Agencies.

IIPS Faculty and Project Staff

IIPS has been designated by the Ministry of Health and Family Welfare as the nodal agency for implementing the NFHS-5 survey. IIPS will establish a project management team for NFHS-5, which will include the Survey Director (the Director of IIPS), six or seven senior faculty members as Survey Principal Investigators, and required project staff including social scientists, health professionals, data processing specialists, and accounts and administrative staff. Project staff will work exclusively on NFHS-5 activities.

Rigorous criteria will be used to select the best possible project staff for NFHS-5. All the project positions will be widely advertised and only those who satisfy the selection criteria will be called for interviews. The selection criteria for different levels of project staff will be a post-graduate degree, preferably in a demographic or health field, and varying levels of experience of working in large-scale surveys. Project staff will play a crucial role in NFHS-5 as they did in earlier rounds of NFHS. One or two Project Officers will be assigned to each state, depending upon the size of the sample. Project Officers will be assigned to the states according to their level of familiarity with the state and its language.

The inclusion of blood glucose testing, blood pressure measurement, anaemia testing, anthropometric measurements, and the collection of dried blot spots on filter paper cards in the survey for further laboratory tests (conducted by ICMR laboratories) poses special challenges for monitoring of fieldwork and ensuring that blood collection and testing is done correctly and in a manner consistent with the ethical guidelines of the survey. Accordingly,

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an adequate number of Senior Project Officers (SPOs) and POs with backgrounds in health will be hired. The SPO and PO officer-health positions will also be nationally advertised. Accordingly, an adequate number of Health Coordinators, Senior Project Officers, and Project Officers will be hired. Selection criteria will include a preference for medical doctors.

IIPS will establish an NFHS-5 project office consisting of six different teams, namely an Administrative and Finance Management Team; Survey Design and Sampling Team; Training and Capacity Building team; Report Writing and Dissemination Team; Data Processing & IT Team; and Clinical, Anthropometric, and Biochemical Team with the provision of adequate staff under the aegis of the Survey Director (Director of IIPS), six to seven senior faculty members as Survey Principal Investigators, and required project staff including social scientists, health professionals, and accounts and administrative staff. Staff members to be appointed under the NFHS-5 Project team will work exclusively for NFHS-5 activities.

ICF Staff and Consultants

ICF, through The Demographic and Health Surveys (DHS) Program, funded primarily by USAID, will once again provide technical assistance to NFHS-5, as it did for all earlier rounds of NFHS. Under The DHS Program, ICF has coordinated more than 350 national-level NFHS-type surveys in more than 90 low- and middle-income countries around the world. Subject to availability of funds ICF will provide technical assistance for the survey design, sample design and selection, household mapping and listing, questionnaire design, biomarkers, field staff training, fieldwork logistics, data processing, data analysis, calculations of sample weights and sampling errors, report production, and data dissemination. ICF staff will provide consultation through frequent trips to India as well as via email, Skype, and telephone, subject to the availability of funds. ICF will help IIPS establish an arrangement to host NFHS-5 data on an appropriate cloud provider.

Selection of Field Agencies

About 17-18 FAs will be selected to implement data collection and data processing. The selection of FAs will be done in a systematic and transparent fashion using the following steps:

1. To begin with, a Bidders' Conference will be organized by IIPS. The purpose of this conference will be to inform all potential bidders about the scope of NFHS-4 and its strict quality and ethical requirements. All questions that potential bidders may have about the work and bidding process will be answered at this conference. A large number of survey organizations and Population Research Centres that are potentially interested in conducting the fieldwork and for NFHS-5 will be invited to this workshop.
2. Proposals will be invited from all the organizations that express an interest in conducting the work.
3. All proposals received will be reviewed and ranked by a Selection Committee duly constituted by IIPS using pre-specified evaluation criteria, including organizational capabilities, qualifications of key personnel, track record for conducting large-scale household surveys, willingness to work in particular states, technical merit of the

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proposal, and budget. In all, it is expected that no more than 17-18 FAs will be selected to carry out the work in two phases.

IV. Reports and Data Availability

Based on the needs expressed by the Ministry of Health and Family Welfare and other organizations and the tabulation plan used in NFHS-4, a draft national tabulation plan will be produced by IIPS and (subject to availability of funds) ICF in consultation with the Technical Advisory Committee. Draft tabulation plans will also be prepared for the state reports, and the national, state, and district fact sheets.

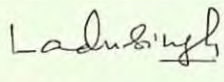
As stated in the survey protocol, the original cluster numbers and household numbers will be intentionally altered to eliminate the ability for anyone to identify individual respondents. With technical assistance from ICF (subject to availability of funds), IIPS will prepare clean data sets free of all errors, and final tables for the national report, the state reports, and the fact sheets. To prevent the identification of enumeration areas in NFHS-5 data sets, GPS coordinates will be randomly displaced according to standard procedures.

Once data have been analyzed and the final report has been prepared, survey results will be disseminated widely through a national-level seminar, state-level fact sheets, district fact sheets, and other materials. Prior to the publication of the final report, the survey data file may be used for statistical analysis only by IIPS, the international DHS program, and other survey partners as deemed necessary by IIPS. As in previous NFHS surveys, upon publication of the final report, IIPS and DHS may distribute the data upon request to other responsible scientific organizations or individuals for statistical analysis. The data will be made available electronically at no cost after filling an online registration form, which will help in the smooth transfer of very large data files. No information which would permit identification of the specific person(s) interviewed shall be divulged. IIPS will also adopt a strict social media policy to protect the confidentiality of NFHS-5 respondents and to ensure that no enumeration areas can be identified through the use of social media.

VI. Amendments and Termination

This MOA may only be amended by written agreement of both parties. This MOA becomes effective when signed by both parties and will terminate on 8 September 2019 unless extended. Should one party decide to withdraw unilaterally, this may be done by written notification.

VII. Signatories

Prof L Ladusingh	Offg. Director & Sr. Professor		
Name, IIPS	Title	Signature	Date
Dorothy A. Shields	Director, Contracts		
Name, ICF	Title	Signature	Date

