



**Signing of
Memorandum of Understanding
Between
Jagadguru Sri Shivarathreeswara University
and
Swami Vivekananda Youth Movement**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made at JSS Medical College, Mysuru on 21.01.2016

BY AND BETWEEN

Swami Vivekananda Youth Movement (SVYM) is a non-religious, non-political and not for profit organization registered under Karnataka Societies Registration Act (Vide No. 122/84-85 dated-1-12-1984) and Ministry of Home Affairs, Government of India under FCRA 1976 (Vide No. 094590102) with its administrative headquarters in Saragur, Karnataka State, India.

AND

Jagadguru Sri Shivarathreeswara University (JSS University), is a deemed university located in the city of Mysuru, in the Indian state of Karnataka. It was established in 2008 under Section 3 of the UGC Act 1956 and is part of JSS Mahavidyapeetha, Mysuru which runs a variety of educational institutions. JSS University is desirous of collaborating with Swami Vivekananda Youth Movement for furthering the clinical education, public health education and projects, research and consultancy assignments.

(Whereas both JSS University and SVYM will be individually referred to as a "Party" and collectively as the "Parties").

PARTNERS' BACKGROUND

1. JSS UNIVERSITY

JSS University is a major step forward in the journey of JSSMVP since its inception around six decades ago. In order to set up the JSS University, a Society styled as, "the JSS University Society, Mysore" was registered under the Karnataka Societies' Registration Act, Regd No. MYS-S 61-07 on 8.5.2007. The Government of India under its notification No. E-9-9/2007 dated 28-5-2008 notified the JSS University (as deemed to be University) with the following existing JSSMVP institutions as constituent colleges to this University.

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19/12/16*

- JSS Medical College, Mysore (1984)
- JSS Dental College, Mysore (1986)
- JSS College of Pharmacy, Mysore (1973/1983)
- JSS College of Pharmacy, Ooty (1980)

The objectives of the University are providing good quality medical education and medical facilities, fostering research activities and imparting latest knowledge of science and technology.

The medical educational institutions of JSS University under the disciplines of medicine, dental, pharmaceutical and life sciences provide education in twelve graduate courses and thirteen post graduate courses. PhDs have been awarded to 65 research scholars for their researches in the field of medical and dental sciences. All constituent institutions of JSS University have their own buildings with adequate facilities. During the year under report (2015), a total of 1443 students have got admitted to graduate and post graduate courses in all these institutions which has a teaching faculty strength of 543

2. SVYM

SVYM runs seven institutions and has about 50 projects in the sectors of Health, Education, SEEP (Socio Economic Empowerment Program) and TRAC (Training, Research, Advocacy and Consultancy), spread over 27 districts of Karnataka State. Programs run by the organization impacts about one million people. The organization's innovativeness in initiation and execution of the programs have been recognized and appreciated by both Governments and Non-Government agencies.

The goal of the health sector is in sustaining quality of health care by providing equitable care with involvement of community and in alignment with the organizational interpretation of the core values. The Health Activities incorporate institution based care as well as community based programs with equal emphasis on preventive, promotive, curative and rehabilitative services. The institutional based services under health care are provided through the Vivekananda Memorial Hospitals (VMH) at Saragur and Kenchanahalli, H D Kote Taluk, Mysuru District. Need based contextually relevant, well defined programmatic interventions are being developed at the grassroot level to address Health determinants as well as health related behavior.

The key focus areas include -

- Tribal and rural health
- Reproductive and child health
- Water, Sanitation, Hygiene and Environment

- Care and Control of Tuberculosis
- Disability care
- Comprehensive HIV-AIDS Management
- Chronic Care including care for Non Communicable Diseases and Palliative Care
- Ayurveda and Yoga (the Indian system of medicine)
- Health system Strengthening and Capacity building.

VMH, Saragur is affiliated by to the Rajiv Gandhi University of Health Sciences (RGUHS), Bangalore and offers the India's first post-graduate fellowship course in HIV Medicine for medical and dental professionals. The hospitals and community initiative of the Organization are recognized for training and capacity building of entire gamut of health professionals, from specialist to grassroot workers. The innovative Palliative care program is being implemented with an aim to create collaborative platform for a patient-centric, community based integrated model of holistic care that adopts life span approach to chronic disease. The HIV care and control program, that offers comprehensive, inclusive and end-to-end care, has been well- appreciated and has been documented as a Best- Practice model by UNAIDS. **SVYM** works on prevention, along with addressing the medical and psychological needs of people with HIV/AIDS and also train physicians, counselors and other health care professionals across the state on specific issues and partners with the government and other NGO's to make policy changes.

The innovative primary care delivery programs and the grassroot initiatives addressing the Health Determinants and health- related behaviors have been accorded appreciation and awards by the Government, WHO and many other agencies.

1. COMMON OBJECTIVE

To work collaboratively for enhancing the knowledge base and strengthening the Health Care delivery system for assuring cost effective, ethical and rational health care especially to indigenous groups, marginalized and socio-economically vulnerable groups living in Mysuru District.

2. SCOPE of MoU

1. To recognize Vivekananda Memorial Hospital and Community Health Initiatives of Swami Vivekananda Youth Movement as satellite/Outreach posting centers for MBBS, BDS, Post Graduation in Medical and Dental streams, MPH (Master in public health), MBA in Hospital Management undertaken by JSS University.

2. To train students and interns from JSS University during outreach postings to Swami Vivekananda Youth Movement sites.
3. To collaboratively undertake health care research especially focused on Public health, Health determinants, Convergent paths of Modern Medicine and AYUSH, and health -related behaviors, with mutual enrichment of research capacity.
4. To share competent and relevant human resources for training health care professionals
5. To undertake joint consultancy assignments in public health.
6. Additional collaborative assignments could be considered with mutual consent as and when needed

3. AUTHORIZED REPRESENTATIVES

For purpose of communication with respect to this MoU, JSS University shall be represented by **Dr. B.Manjunatha, Registrar, JSS University, Mysore**, and SVYM shall be represented by **Dr. (Flt Lt) M.A Balasubramanya, Secretary & Chief Executive Officer, SVYM, Saragur**. The communications between the partners should be between the above mentioned representatives unless otherwise specified in annexes.

4. BUDGET

Implementation of each activity mentioned in Clause 2 of the MoU shall be subject to the availability of the required funds for the activity. **JSS University** and **SVYM** will explore funding opportunities and partnerships with other partner agencies to further the scope and activities mentioned in this MoU. Specific financial agreements will be executed between both parties on finalization of activities under this MoU. It is understood that neither party has any financial obligation to other party under this MoU.

5. GOVERNANCE

In order to support the development of this collaboration, both parties agree to review the progress of their collaboration every six (6) months.

6. INTELLECTUAL PROPERTY RIGHTS

Any material development through activities pursuant to this MoU will be the joint property of both **JSS University** and **SVYM**. Any such material may be disseminated by a party only after obtaining prior written consent of the other party. Any material used for the purpose of this MoU but was developed by either of the party prior to this MoU shall be the sole property of the respective party solely and not jointly.

7. CONFIDENTIALITY

7.1. Each party shall undertake to maintain the confidentiality of the documents, information and other data received from the other party during the period of implementation of this MoU or any other agreement made pursuant to this MoU.

7.2. Notwithstanding anything contained in the above mentioned clauses, the restrictions concerning the use or disclosure of Confidential Information shall not apply to the following information:

- 7.2.1 Independently developed by the receiving party or lawfully received from another source without breach of this MoU;
- 7.2.2 Already known to the receiving party at the time of disclosure, as evidenced by written records;
- 7.2.3 That is in the public domain or subsequently comes in to the public domain through no act or omission of the receiving Party; or
- 7.2.4 That is disclosed to the receiving Party by a third party not acting in breach of an obligation of confidentiality; or
- 7.2.5 That is required by a court, regulatory authority or similar legally constituted body where such disclosure is required by law.

7.3 Both parties agree that this article shall continue to be binding between the parties notwithstanding the termination of this MoU.

7.4 This is exclusive of those cases in which disclosure of such confidential documents or information is mandatory under prevailing laws.

8. FORCE MAJEURE

In the event of either Party not being able, by reason of force majeure, to meet any of its obligations under this MoU, such obligation shall be suspended for as long as the inability continues or any date mutually agreed between the Parties, provided that Party gives to the other Party written notice within fourteen (14) days after the occurrence of any such event.

- I. Neither Party shall be liable to the other party for any loss or damage sustained by the other Party arising from the occurrence of any such event.
- II. The term 'force majeure' as employed herein shall mean an event not within the control of either Party which, by the exercise of due diligence, neither Party is able to overcome and this includes any act of God, strike, lockout or other industrial disturbance, wars, insurrections or riots, civil disturbances as well as explosions.

- III. This MoU may be terminated by either Party by providing one (1) month's written notice if the inability to undertake activities under this MoU continues even after expiry of 90 days since the commencement of Eventuality.
- IV. The termination shall not affect the implementation of on-going activities /programmes, which have been agreed upon prior to the date of the termination of this MoU.

9. LIABILITY

9.1. Both JSS University and SVYM shall be solely responsible for any and all claims and/or damages if any, in connection with the exercise of its objectives hereunder.

9.2. Both Parties further agree that no employment relationship or partnership, express or implied, is created between them.

10. ARBITRATION

10.1. In the event of any dispute relating to the interpretation or performance of this MoU arising between the parties, both Parties will first do their utmost to settle their dispute amicably.

10.2. In the case of failure to resolve the dispute, the same shall be referred to an independent arbitrator appointed based on mutual consent of both parties, as per the Arbitration and Conciliation Act, 1996 (and any amendments thereof). The place of arbitration shall be Mysuru and the arbitration proceeding will take place in English. Any awards or decisions by the arbitration panel relating to the dispute shall be final and binding on both the Parties.

11. DURATION OF MoU

The MoU would be effective for a period of five (5) years from the date of signing. It may be extended after expiry of such period and on such terms and conditions as may be mutually agreed upon.

12. CONFLICT OF INTEREST

Both Parties warrant that this MoU is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this MoU.

13. AMENDMENTS

Either Party may request in writing for a revision, amendment or modification of all or any part of this MoU. Any revision, amendment or modification agreed to between the Parties shall be in writing and shall come in to force on such date as determined by the Parties and shall form part of this MoU.

14. TERMINATION

14.1. Either Party may terminate this MoU at any time by giving at least 90 days written notice to the other party.

14.2. The early termination of this MoU will not effect the completion of any co-operation measures that were agreed under the annual work programs whilst it was in force.

15. NOTICES AND COMMUNICATION

All notices and other communications required or permitted under this MoU shall be in writing and delivered personally, mailed via first class mail, postage prepaid or via an internationally recognized overnight courier, to the applicable Party at the address set forth below, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. All notices shall be deemed given on the date personally delivered, upon confirmed receipt or when placed in the mail as specified.

Signature and seals of the Parties

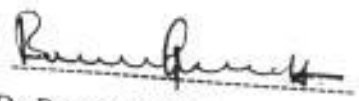
For
JSS University



Dr. B. Manjunatha
Registrar
JSS University
Mysuru
Karnataka.

Date 21/1/16

Witness Signature



Dr. Basavanagowdappa H
Dean- Faculty of Medicine
JSS University
Mysuru

Date 21.1.16

For
Swami Vivekananda Youth Movement



Dr. (P.H Lt) M.A Balasubramanya
Secretary & Chief Executive Officer
Swami Vivekananda Youth Movement,
Saragur, Mysuru District,
Karnataka.

Date 21/01/2016.

Witness Signature



Dr. Dennis Chauhan
Senior Manager,
Community Health Activities
Swami Vivekananda Youth Movement
Saragur, Mysuru District,

Date 21/1/16