

MED-506/19/2021-HS-HEALTH  
GOVERNMENT OF MANIPUR  
SECRETARIAT: HEALTH DEPARTMENT

Imphal, the 5th July, 2021

To,  
Neeraj Jain  
Country Director-India  
15<sup>th</sup> Floor Dr. Gopal Das Bhawan  
28 Barakhamba Road  
New Delhi- 110001

**Subject :-** MOU between Department of Health & FW, Government of Manipur and PATH

Sir,

I am directed to refer to your letter dated 28/5/2021 on the above subject and to send herewith a copy of the MoU signed between Health & Family Welfare Department, Government of Manipur and PATH for taking necessary action.

Yours faithfully,

  
(H. Rosita)

Special Secretary (Health & FW)  
Govt. of Manipur

Copy to:

1. Principal Secretary (Health & FW), Government of Manipur.
2. Director of Health Services, Manipur.
3. GAD dispatch.
4. Guard File.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF HEALTH AND FAMILY WELFARE, GOVERNMENT OF MANIPUR  
AND  
PATH**

Department of Health and Family Welfare, Government of Manipur has offices located at Imphal, Manipur, India, and PATH (“PATH”) is a non-profit organization, with its headquarters located at 2201 Westlake Avenue, Suite 200, Seattle, Washington 98121, USA, and with an office located at 15 Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi 110001, whose mission is to improve the health of people around the world by advancing innovative technologies, strengthening systems, and encouraging healthy behaviors. Each of the Health and Family Welfare Department, Government of Manipur and PATH are individually a “Party”, and collectively, the “Parties”.

The Health and family Welfare Department, Government of Manipur and PATH desire to explore a collaborative technical partnership in critical areas of public health and nutrition in the State of Manipur (“Project”).

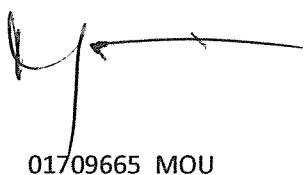
**1. PURPOSE:**

While this Memorandum of Understanding (“MOU”) captures the mutual understanding of the Health and Family Welfare Department, Government of Manipur and PATH at the time of signing both Parties recognize that this MOU is not a legally binding agreement. The Health and Family Welfare Department, Government of Manipur and PATH intend that the Parties will enter into an appropriate binding agreement at a later date if the Parties decide to further collaborate.

**2. PROJECT OBJECTIVES**

2.1 The short-term objective of this MOU is to explore possibilities of collaboration and to outline the next steps of the collaboration prior to entering into a binding agreement.

2.2 The long term objectives of the collaboration between the Health and Family Welfare Department, Government of Manipur and PATH are to engage in a collaborative technical partnership in the critical areas of public health in the state of Manipur related to infectious diseases like COVID-19, Tuberculosis & HIV; vector-borne diseases like Malaria; Comprehensive Primary Health Care; Vaccines & Immunization systems; Health systems strengthening; Water’ sanitation and hygiene; Public health technologies, Digital Health and innovations; including social and behavior change communications.



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### **3. ROLES**

3.1 PATH intends to:

- \* Pursue funding opportunities with donors for the Project, reflecting the core competencies and expertise of PATH, to develop, support and implement evidence-based, cost-effective program activities and technical support in collaboration with the Health and Family Welfare Department, Government of Manipur.

- \* Provide data and information on new and novel innovations and interventions to specific agencies within Manipur, at the request of the Health and Family Welfare Department, Government of Manipur and when feasible.

- \* Facilitate global and local non-governmental organization learning in areas where PATH is well-qualified.

- \* Ensure clear and regular communications with all relevant stakeholders pertaining to projects and programs carried out in the state of Manipur.

- \* Explore local opportunities to strengthen supply and demand mechanism for public health commodities in both public and private sectors.

3.2 The Government of Manipur intends to:

- \* Collaborate with PATH for support in the areas of core competencies an expertise of PATH in Public Health, to develop and implement evidence-based, cost effective program activities and technical support related to the Projects.

- \* Request PATH as and when required, to provide data and information on new and novel innovations and interventions to specific agencies/government departments in Manipur, if feasible.

- \* Work with PATH to ensure clear and regular communications with all relevant stakeholders pertaining to projects and programs carried out in the state of Manipur.

### **4. FUNDING:**

Each Party will bear its respective costs, if any, relating to the activities, including any travel, under this MOU.

### **5. MISCELLANEOUS:**

5.1 **Terms and Termination.** The MOU shall be effective for a period of 5 years starting as of the date of the last Party to sign this MOU ("Term"). The MOU may be renewed for another period of 5 years, by mutual written consent. Either Party may terminate this MOU upon thirty (30) days' prior written notice to the other Party. Section 5, MISCELLANEOUS shall survive the expiration or termination of this MOU.

5.2 **Relationship.** This MOU is not intended or shall not be deemed to establish a partnership, agency, employer-employee, or joint-venture relationship between the Parties. Neither Party shall at any time be considered or hold itself out as an employee, partner, joint venture, agent, principal, or common member of any form or business entity with the other

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Party. Neither Party shall have the authority to execute or modify agreements or to make commitments on behalf of the other Party.

5.3 **Non-exclusivity.** This MOU is non-exclusive in nature and does not affect either Party's ability to enter into agreements or affiliations with other parties.

5.4 **Dispute Resolution.** Any differing viewpoints or interpretations on how to put this MOU into effect, which influence the implementation of the Project, will be settled amicably by consultation between the Parties. "In case of failure to settle the dispute amicably, it shall be referred to arbitration of a sole Arbitrator agreed upon by both parties and the arbitration will be governed by the Arbitration and Conciliation Act for the time being in force".

**IN WITNESS WHEREOF,** the Parties hereby execute this Memorandum of Understanding in duplicate and acknowledge that they are authorized to execute the same:

**For: Government of Manipur  
Health and Family Welfare Department**

Signature: 

Name: Dr. K. Rajo Singh

Designation: Director of Health Services, Manipur

Date: 28/6/2021

**For: PATH**

Signature: 

Name: Neeraj Jain

Designation: Country Director – India

Date: 22-May-2021