

# **Expression of Interest (Eoi)**

**for**

**PARTICIPATION IN PILOT PROJECTS : OFFERING HEALTH INSURANCE TO  
UNCOVERED NON-POOR/ MISSING MIDDLE POPULATION**

**National Health Authority (NHA)**

**30 JULY 2020**

**Issued by:  
National Health Authority (NHA)**

## Disclaimer

The information contained in this Expression of Interest (EOI) Document is being provided on the terms and conditions set out in this document. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their application.

This EOI includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Authority) and other organisations in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Party may require. This EOI may not be appropriate for all persons/organisations, and it is not possible for the NHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in the EOI may not be complete, accurate, adequate or correct. Each interested Party should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The NHA, its employees and advisors, make no representation or warranty and shall have no liability to any person/ Party, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI Document or arising in any way for participation in this Pilot Project. The NHA also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Party upon the statements contained in this EOI.

The NHA may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that the NHA is bound to select or appoint a Party, as the case may be, for the Project and the NHA reserves the right to reject all or any of the Parties without assigning any reason whatsoever.

The Parties shall bear all costs associated with or relating to the preparation and submission of its application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NHA or any other costs incurred in connection with or relating to its application. All such costs and expenses will remain with such Party and NHA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Party in preparation or submission of the Application, regardless of the conduct or outcome of the selection.

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## 1. Introduction :

### 1.1. About Ayushman Bharat Pradhan Mantri Jan Arogya Yojana

Ayushman Bharat Pradhan Mantri-Jan Arogya Yojana (AB PM-JAY) is the flagship program of the Government of India implemented to provide financial protection and improved access to health care

services to approx. 10.74 crore families – 50 crore beneficiaries. National Health Authority (NHA) is an attached Office of Ministry of Health and Family Welfare (MoHFW) for implementation of AB PM-JAY with full functional autonomy. The beneficiaries of AB PM-JAY are identified from the Socio-Economic and Caste Census 2011 based on specific indicators of deprivation. For the entitled beneficiaries, AB PM- JAY provides a health insurance cover of up to Rs. 5 lakhs per family per annum. The cover includes cashless treatment in any of the empaneled hospitals for more than 1500 surgical, medical and daycare hospitalization procedures. Many states, using AB PM-JAY platform, have expanded the scope of cover to include population beyond the poor and vulnerable groups, thus taking the share of the total covered population to approx. 60-65 crore people. The entire process in AB PM-JAY from the identification of eligible beneficiary to reimbursement to hospitals is carried out on an IT platform. In less than two years since its launch, AB- PMJAY scheme has covered more than one crore cashless hospitalizations, protecting beneficiaries from financial hardship due to hospitalization.

### 1.2. Expanding Financial Protection to the non-poor/ 'Missing Middle' population

Financial distress from the cost of hospitalization is not limited to the poorest families. Any family who lacks the scheme to protect them from catastrophic hospitalization expenses is vulnerable to being pushed into poverty on account of sickness. Informal workers, self-employed persons and their dependents, unlike workers in the formal sector, are often not covered by employer-sponsored health insurance schemes. They also do not qualify for coverage under AB PM- JAY or a state health insurance scheme. Many such families may not be able to afford to pay the premium for commercial health insurance schemes and are highly vulnerable to the impact of catastrophic expenditure on hospitalization caused. Sudden outbreak of Covid-19 pandemic along with already existing high 'out of pocket expenditure' has further increased the vulnerability of uncovered population of the country. This segment of population is often referred to as 'missing middle' in the discussions on financial protection and Universal Health Coverage in India.

The uncovered population comprises of varied sections of non-poor population - informal sector workers, self-employed, professionals, employees in MSMEs etc., spread across occupations, geography and income strata. Lack of penetration of health insurance overall and for this segment in particular is due to many reasons - lack of awareness, low affordability, difficulty in reach & distribution, complex products, high premium levels (due to high claim cost and operating expenses), lack of incentive/mandate to purchase health insurance etc. to name few key reasons.

National Health Authority is committed to expansion of health insurance coverage in India and to work with stakeholders for attainment of Sustainable Development Goal i.e. universal health coverage. Covering the missing middle against financial risk of hospitalization is necessary for achievement of Universal Health Coverage (UHC). In this context, NHA would like to carry out pilots/proof of concept (POC) projects with relevant stakeholders, aligned to the initiatives of Niti Aayog, Ministry of Health & Family Welfare, Deptt. of Financial Services, IRDAI as regards extending coverage to uncovered population. A stakeholder consultation meeting was organized on 3<sup>rd</sup> July 2020 by NHA with all stakeholders as above and insurance players, industry associations etc. wherein there was consensus that insurance pilots should be carried out for offering affordable covers to uncovered non-poor population on self-pay basis, ensuring compliance to existing regulations, guidelines, provisions and applicable laws.

### 1.3. Insurance pilots under AB PM-JAY framework

The speedy launch and scaling up of PMJAY has been built upon robust policy design and implementation framework. The economy and efficiency under AB PM-JAY - arising from expansion of risk pool, over-arching IT framework enabling paperless digital transactions, strategic purchasing of care from providers with all-inclusive package cost of procedures which are substantially lower than market/private insurance etc. is evident in all key aspects relevant for insurance programs:

- Large risk pool consisting of different demographic profiles
- Lower cost of premium/burn ratio
- Lower average claims cost
- Seamless management of millions of transactions
- Grievance redressal and fraud control

It is thus proposed to carry out insurance pilots drawing upon AB PM-JAY framework, retaining the core features of AB PM-JAY benefits, processes, IT infrastructure, hospital network etc. for similar economies and efficiencies for all stakeholders, resulting in affordable premium levels, product acceptance and uptake in large numbers by the end customer/communities. The insurance company shall offer coverage as above to uncovered population on self-pay basis, having liberty to innovate, to attract and to service as suitable for the profile of customers in this segment, their needs and aspiration etc.

Under the program, it would be mandatory to maintain following basic features of AB PM-JAY eco-system:

- a. To provide a family floater cover of Rs 5 lakhs per family per annum with no cap on the number or age of family members in a group.
- b. Population covered in the pilot shall receive complete cashless treatment for procedures offered in the pilot project, in hospitals empaneled in PMJAY and/or pilot project.
- c. Payment to providers in the pilot must follow the PMJAY's scheme of paying as per a package which bundles the cost of all elements of care in a fixed, pre-agreed rate within defined period. Open billing/ Private billing by hospitals shall not be allowed.
- d. All pre-existing conditions should be covered from the first day of the coverage. The exclusions in the coverage shall be as per AB PM-JAY.
- e. Shall only be offered on group basis, not to individual retail customers/individual families
- f. Insurance company shall offer all the procedures offered in AB PMJAY in the pilot run. Additional procedures may be offered. The rates may be topped up and additional benefits may also be offered.

## 2. Scope of work

Under the engagement, the role and responsibility of insurance company shall be to carry out following activities (indicative list):

- Determine actuarial pricing, obtain Regulatory approvals, underwrite the risk, market and distribute the product
- Put in place systems and processes to manage the project end to end
- Collect premiums, manage the risk, and provide services to customers as in normal course of its business
- Liaise, empanel hospitals, settle claims
- Redress grievances, complaints etc.

The insurance company shall fulfil its obligations as per insurance contract and in compliance with IRDAI Rules & Regulations and applicable laws of India and agree to work with NHA, its nominated agencies/development partners and other stakeholders for smooth running of pilots, in collection and analysis of the data, so as to evaluate the progress in achieving the pilot's objectives and to identify parameters which will help identify factors that facilitate or impede effectiveness of the pilots. Branding (Commercial/non-Commercial) in any form associated with Ayushman Bharat AB PMJAY and/or NHA/ MoHFW/any other Govt agency in any manner is not permitted in reference to this Pilot.

NHA shall extend support as regards to AB PM-JAY framework - IT systems, hospital network, package pricing constructs and anonymized and aggregated actuarial data for the relevant State/territory where insurance company intends to carry out pilots so that insurance company may rate the risk and determine actuarial premium levels. NHA will not provide any financial support and/or other support not stated/not relevant for the said Pilot programme. IT system support shall be extended to the extent feasible for both parties and agreed to by NHA at its discretion.

The services and support provided by the NHA is subject to evaluation of proposal of selected insurance company and this document does not create any binding obligation on the NHA for the said services and support. All such services and support will be worked out in detail after evaluation of the proposal in totality and agreed to between the two parties

The purpose of pilots is to develop understanding and analysing of - what works and what doesn't, the complexities of self-pay low cost covers on voluntary basis, especially for people engaged in informal sector, issues regarding adverse selection, health seeking behaviour, affordability, reach and distribution, healthcare supply side participation, economies and efficiencies, customer feedback and other mechanisms etc.

While using the institutional mechanisms set up under the governance of NHA and IRDAI, the successful pilots shall create public good in terms of knowledge, operational learnings, future direction and potential for expansion/full scale roll out towards goal/mission of Universal Health Coverage, wherein a sustainable model for all stakeholders is created through Proof of Concept (POC).

Interested insurance companies should be willing to undertake the pilots keeping in consideration the terms and conditions in letter and spirit.

### 3. Expression of Interest:

In order to take this initiative forward, NHA invites Expression of Interest (EOI) from insurance companies to participate in the proposed pilots.

### 4. Eligibility:

- 4.1. Insurance company should be a registered private or public owned general or health insurance company incorporated under The Companies Act, 1956 and 2013, in India.
- 4.2. It should be registered with the Insurance Regulatory Development Authority of India (IRDAI) to carry out health insurance business currently
- 4.3. It should have underwritten health business for at least previous 2 financial years as on 1/4/20

### 5. Application

Application on prescribed format (Annexure A) should be submitted on or before one month from date of publication of EOI on NHA website. The application along with attachments should be sent to:

Shri B K Dutta,  
General Manager,

National Health Authority,  
7<sup>th</sup> Floor, Jeevan Bharti Building,  
Tower 1, Connaught Place,  
New Delhi – 110001.

## 6. Memorandum of Understanding

The insurance companies meeting the eligibility criteria shall be communicated by NHA and enter into an MOU with NHA which shall be valid for an initial period of 03 (three) years during which period insurance company can propose more than one Pilot. The terms and conditions of draft MOU are attached at Annexure (B) to this EOI .

## 7. Selection of proposal for pilots

After entering into MOU, the insurance company shall submit individual proposal for each Pilot providing following information for approval by NHA:

1. Proposed group to be covered – size, family composition, demographics
2. Geographical location of the group – specific district/state/pan India
3. Product features, inclusions, exclusions
4. Additional packages (over and above PMJAY) covered
5. Premium per family – base, top-up (if any)
6. Proposed hospital network – in addition to PMJAY network
7. Policy administration and Service SLAs
8. Implementation plan
9. IT system requirements

The proposals shall be examined by NHA and it may seek further information/data as necessary before conveying its final decision as regards approval or rejection of specific Pilot proposal.

## 8. Other conditions of the EOI

- 8.1. The NHA reserves the right to accept and reject any of the proposals submitted in response to this invitation without assigning any reason.
- 8.2. The NHA also reserves the right to cancel this EOI process without assigning any reason.
- 8.3. The cost of preparing tentative proposals and its submission to the NHA as per information provided here in this document shall be borne solely by the insurer. NHA, in no case shall be liable for any cost payable to the insurer.

## Annexure I – Application form

### 1. Details of the Company

- a. Name:

- b. Address of the registered office:
- c. Corporate Identification Number:
- d. Date of incorporation:
- e. Date of commencement of business:
- f. Gross underwritten premium under Health portfolio for financial years 2017-18 and 2018-19
- g. Name and contact details of the authorised representative for the proposal:
- h. Name and contact details of the authorised signatory of the insurer:
- i. Name and contact details of Single Point of contact for MOU and Pilots:
- j. Please confirm that the following documents have been attached with the submission:
  - Copies of the existing registration granted by the IRDAI for carrying on general insurance (including health insurance) or standalone health insurance business in India
  - Last two years' renewal certificates and
  - Health insurance Gross Underwritten Premium for previous 2 financial years as per returns filed with IRDAI

Dated this \_\_\_\_ day of \_\_, 2020

\_\_\_\_\_  
(Signature)

(Name of the authorised signatory)

In the capacity of \_\_\_\_ [position]

Duly authorised to sign this proposal for and on behalf of \_\_\_\_ [name of the Insurer]

Seal and stamp of Insurance Company

## Annexure II :Draft Memorandum of Understanding

### Memorandum of Understanding ( to be signed on Rs. 100 stamp Paper – each set)

This Memorandum of Understanding (hereinafter referred to as “**MoU**”) is made at New Delhi on this \_\_\_\_ day of \_\_, 2020

#### By and Between

**National Health Authority (NHA)**, constituted for implementation of Ayushman Bharat Pradhan Mantri Jan Arogya Yojana, represented by its authorized Signatory Mr./Ms. \_\_\_\_\_ designated as



\_\_\_\_\_ having its registered office at 7<sup>th</sup> and 9<sup>th</sup> Floor Jeevan Bharti Building, Connaught Place, Delhi, India (hereinafter referred to as the “**FIRST PARTY/NHA**”);

**AND**

< \_\_\_\_\_ >, a company incorporated under Companies Act, 2013, represented by its Authorised Signatory < \_\_\_\_\_ > designated as < \_\_\_\_\_ > (hereafter referred as the “**SECOND PARTY**”, which expression shall unless repugnant to the context and meaning thereof, be deemed to mean and include its present and future trustees).

**(Both the parties are hereinafter, collectively referred to as the “Parties” and individually as defined hereinabove)**

**WHEREAS,**

- A. NHA is constituted with an objective of providing overall vision and stewardship for design, roll-out, implementation and management of Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (**AB AB PM-JAY**) in alliance with state governments. AB PM-JAY is targeting over 10 crore poor and vulnerable beneficiary families. Thus, NHA is playing a critical role in **fostering linkages with Universal Health Coverage as well as convergence of AB PM-JAY** with health and related programs of the Central and State Governments.
- B. Second Party is an insurance company registered with the Insurance Regulatory and Development Authority of India (“**IRDAI**”) to carry out the business of general insurance in India as an insurer.
- C. NHA issued an Expression of Interest (EOI) dated \_\_\_\_\_ for the Pilot Project.
- D. Second Party was desirous for carrying out pilot project(s) (“**Pilot Program**”) in reference to the said EOI.
- E. Second Party has represented to entrust the objective of NHA, their capability and willingness to abide by the terms of this MoU read with terms as stated in EOI.
- F. NHA has selected the Second Party Application in reference to the said EOI.

**NOW THEREFORE, in consideration of the above Recitals and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:**

**1. Term and Termination:**

This MOU shall come in force from the date of execution of this MOU (“**Effective Date**”) and shall remain valid for period of 03 ( three years), unless terminated earlier by the Parties in accordance with the termination clause herein (“**Term**”). Both Parties have the right to terminate the MOU by

issuing a prior 30 days written notice to the other Party. This MOU may be renewed by the parties on its expiry subject to terms and conditions as both the parties may agree.

Both Parties shall have the right to terminate this MOU with advance notice of 07 days in case other Party violates any of the clauses mentioned in the MOU or at the discretion of NHA or in case pilot program fails to serve intended public interest. However, it is agreed that the parties shall ensure that said termination does not adversely affect activity(ies) already initiated under this MoU and all efforts would be made to complete that particular activity which is undergoing as per schedule prior to termination of this MoU. **The termination of this MOU will not affect validity or duration of any legally binding obligations as stated under the terms of this MOU.**

## **2. Roles and Responsibilities**

### **2.1. Role of NHA:**

- i. NHA will provide requisite support to Second Party in order to enable its project team to have better understanding of the AB AB PM-JAY scheme and may extend all reasonable support as may be requested by the Second Party in relation to the Pilot Program.
- ii. NHA agrees to share anonymized and aggregated information with Second Party in the format as enlisted in **Annexure A** for the purposes of this Pilot Program.
- iii. NHA also agrees to assist Second Party for analysing the actuarial pricing for their proposed Product(s).
- iv. NHA will allow limited use of AB PMJAY infrastructure such as IT platform, hospital empanelment, Health benefit packages, claim processing, payments and such other assistance as may be requested by the Second Party in relation to the Pilot Program and as agreed to by NHA.
- v. The services and support provided by the NHA is subject to evaluation of proposal of selected insurance company and this document does not create any binding obligation on the NHA for the said services and support. All such services and support will be worked out in detail after evaluation of the proposal in totality and agreed to between the two parties.
- vi. The proposed Product developed by the Second Party pursuant to data/assistance provided by NHA as per this MOU shall be solely, perpetually and exclusively owned by the Second party and the Second Party shall have all rights in relation to usage/commercial exploitation of the said Products, subject to compliance of conditions detailed above by the Second Party and NHA shall have no claims/rights whatsoever in the proposed Product developed subsequent to the Pilot Programme. Provided that the result/outcome/reports/ documents of Pilot Program obtained using any of such products as per the terms of this MoU at all times will be owned by NHA for any future use and cannot be used by second party in any public domain without the written consent of NHA. NHA do not claim any IPR rights over the said Product of Second Party.

## 2.2. Role and Responsibilities of Second Party:

i. The Second Party represents and agrees that it is responsible for following activities (indicative list)

- To determine actuarial pricing, obtain Regulatory approvals, underwrite the risk, market and distribute the product
- To put in place systems and processes to manage the project end to end
- To collect premiums, manage the risk, and provide services to customers as in normal course of its business
- To liaise, empanel hospitals, settle claims
- To redress grievances, complaints etc

in fulfilment its obligations as per insurance contract and in compliance with IRDAI Rules & Regulations and applicable laws of India;

ii. It represents and agrees to work with NHA, its nominated agencies/development partners and

other stakeholders for smooth running of pilots, in collection and analysis of the data, so as to

evaluate the progress in achieving the pilot's objectives and to identify parameters which will help identify factors that facilitate or impede effectiveness of the pilots;

iii. Second Party represents and agrees to abide by NHA Information Security and Privacy Policy

and other guidelines and instructions as issued by NHA and as available on its website at <https://www.pmjay.gov.in/documents> and as updated from time to time;

iv. Second Party would ensure not to indulge in any unauthorized decryption and/or tracing back of Data and /or information not expressly permitted under terms and conditions of this MoU;

iv. Second Party agrees that it shall never use and /or keep name/tradename/logo/design of any of its product which in any manner would identify itself with AB PMJAY scheme and/or NHA;

v. Second Party also agrees that it shall ensure that their proposed Product name shall neither be similar/deceptively similar to AB PMJAY scheme/NHA and nor shall the same sound phonetically, descriptively and/or visually etc. similar to and/or associated to AB PMJAY scheme and/or NHA;

vi. It agrees that branding (Commercial/non-Commercial) in any form associated with Ayushman Bharat AB PMJAY and/or NHA/ MoHFW/any Govt agency in any manner is not permitted in reference to this Pilot.

vii. Second Party shall be solely responsible for any payments/wages/salary required to be paid to its staff members engaged by itself for the purposes of this MOU and agrees to adhere to applicable laws of India, in relation to the same.

viii. Second Party agrees to indemnify and hold NHA harmless against any breach pertaining to terms of this MoU caused due to its act and/or omission and/or such third Parties related to it.

- ix. No co-branding for the activity identical or similar to the one agreed under the MOU, will be done by Second Party without prior written consent of NHA.
- x. Second Party agrees to provide the report of Pilot Program (and/or such reports which are extracts of such Pilot program) with NHA as per the format/ instructions as may be shared by NHA.

**3. Aggregated anonymised data to be shared by NHA:**

As per **Annexure A** to this MOU. .

**4. Conflict of Interest:**

The Parties acknowledge that neither them nor their employees, agents, officers or representatives, have received or shall receive, purport to receive or seek, directly or indirectly, any payments or transfers in kind of any value from any other persons in furtherance to arrangement under this MOU. The Parties further acknowledge that they have put in effective process to ensure working / compliance of the aforesaid arrangement/obligation. Second Party shall not have a conflict of interest that may affect the terms of this MoU. If it is found that Second Party has a Conflict of Interest. MoU will be terminated immediately with notice.

**5. Financial implications**

5.1. The Parties acknowledge that this is a non-financial collaboration and it has not and shall not in connection with this MoU, make or has made any payment or transfer anything of value, directly or indirectly to persons as identified below, for securing the arrangement under this MoU or any other matter relating to this MoU:

- i. To each other, the other's employees, officers, managerial personnel or any person involved in the management and administration of each entity;
- ii. To any person(s) who are the subject of the initiatives/collaboration stated in this MoU, including any staff or their relatives, friends, people accompanying them, etc;
- iii. To any governmental official or employee (including employees of a government corporation or public international organisation) or to any political party or staff for public office; or
- iv. To any other person or entity if such payments or transfers would violate the laws of India.

**6. Confidential Information**

6.1. Confidential information shall include all information or data, whether electronic, written or oral, relating to NHA/AB PMJAY business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, this agreement and/or its contents, research and development, trade names, Personal Data, Sensitive Personal Data, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages/ codes, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature, that is supplied by NHA to the Second Party or otherwise acquired/ accessed by the Second Party during the course of dealings between the Parties or otherwise in connection with the Project.

“Personal Data” shall mean any data / information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available with, is capable of identifying such natural person and

“Sensitive Personal Data” shall mean personal data revealing, related to, or constituting, as may be applicable— (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.

**6.2. Exclusions to Confidential Information:** The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- i. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the other Party;
- ii. If the information is disclosed by either Party with the prior written permission and approval of the other Party;
- iii. If either Party is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the concerned Party \_ gives prompt written notice of that fact to the other Party prior to disclosure so that the other Party may request a protective order or other remedy, the concerned Party may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

### 6.3. **Obligation to Maintain Confidentiality:**

- i. Either Party agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this MOU.
- ii. Confidential Information provided by either Party ("**Disclosing Party**") is and will remain the sole and exclusive property of such Disclosing Party and will not be disclosed or revealed by the other Party ("**Non-Disclosing Party**") except (i) to other employees of the Non-Disclosing Party who have a need to know such information and agree to be bound by the terms of this MOU or (ii) with the Disclosing Party's express prior written consent.
- iii. Upon termination of this MOU, either Party will ensure that all Confidential Information including all documents, memoranda, notes and other writings or electronic records prepared/shared by either Party and its employees for this engagement are either returned to owner of such Confidential Information and/or are destroyed under approval from concerned Party within 15 days of such termination.
- iv. Either Party shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this MOU pursuant to Paragraph 6.2 above. The onus to prove that the exclusion is applicable is on the Party disclosing such information.

### 6.4. **Remedies:**

Each Party acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this MOU will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the concerned Party shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. Either Party shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages.

### 7. **Notices:**

All notices given under this MOU must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or email:

**For NHA:**

Attention: Mr. B.K. Datta  
General Manager, National Health Authority,  
7th and 9th Floor, Tower 1, Jeevan Bharati LIC Building,  
Connaught Place, New Delhi 110001.  
Email address: [bk.datta@nic.in](mailto:bk.datta@nic.in)

**For Second Party**

Attention: \_\_\_\_\_

\_\_\_\_\_  
Email address: \_\_\_\_\_

**8. Miscellaneous:**

**8.1. Amendment:** This MOU may be amended or modified only by a written mutual agreement duly signed by both the Parties.

**8.2. Relationship:** Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any MOU for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. No joint venture, partnership or agency relationship exists between the Second Party and the NHA or any third-party as a result of this MOU.

None of the NHA's employees, workers or other man-power shall be construed or deemed to be the employees of the Second Party at any time and *vice a versa*.

In order to streamline coordination between the Parties for effective implementation and monitoring of the Project, the Parties will nominate a single point of contact from each side. The Parties agree that each of them will not be bound by any other obligations other than those specified as a part of this MoU. Each Party will be solely liable for performance of the obligations and activities assigned to it under this MoU.

**8.3 Dispute Resolution and Jurisdiction:** If any difference or dispute arises between the Parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this MOU such dispute shall be interpreted in accordance with and governed by the applicable laws of India. Parties hereby consent to the exclusive jurisdiction of the Courts of New Delhi to entertain disputes if any.

**8.4. Assignment:** Neither Party may assign its rights or delegate its duties under this MOU without the other Party's prior written consent.

**8.5. Severability:** In the event that any provision of this MOU is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this MOU.

**8.6 Waiver:** Neither Party will be charged with any waiver of any provision of this MOU, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

**8.7 Force Majeure:** In the event of non-fulfilment of the terms and conditions of this MOU due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither Party shall be held responsible for any loss or damage.

**8.8. Intellectual Property:** Each Party owns and will continue to own all rights, title and interest in and to the intellectual property rights/interest that it owns prior to this MOU or which each Party created or acquired independently of its obligations pursuant to this MOU. NHA IPR shall only be used with its prior written consent for the purposes of NHA / AB-PMJAY scheme as approved by NHA under the terms and conditions of this MoU only. Neither Party may use the Intellectual Property of the other Party without the prior written consent of the other Party. Any newly created IPR (outcomes/reports/papers/research) by Second Party as part of this MOU will be solely owned by NHA. NHA shall have a right in perpetuity to use such newly created IPR, which will be limited to processes, specifications, reports, drawings and any other documents produced leveraging NHA Data created and developed by the Second Party during the performance and completion of services under this MOU and for the purposes of inter-alia use of such services under this MOU. Second Party undertakes to disclose all such Intellectual Property Rights, to the best of its knowledge and understanding, arising in performance of the services of this MOU to the NHA. Second Party will have IPR over its products and any sub product created.

**8.9. Publicity:**

Second Party shall not publish or permit to be published either alone or in conjunction with any other person any information or material relating to this MOU or the business of the Parties without prior reference to and approval in writing from NHA.

**8.10. Compliance with Applicable Laws:** Applicable laws for this MOU shall be laws of India only. Each Party to this MOU accepts that its individual conduct shall, to the extent applicable to its businesses as a service provider, at all times comply with all laws, rules and regulations of government and other bodies



having jurisdiction over the area in which the Project is conducted, provided that changes in such laws, rules and regulations which result in a change to the Services shall become immediately applicable.

**8.11. Data Protection and Privacy Laws:** Parties represents that it shall abide by the statutory laws/directions/ordinances pertaining to Data Protection and Privacy Laws as applicable in India, and as amended from time to time. Parties affirms that the Data as per the terms of this MOU shall at all times remain within the territorial Jurisdiction of India only. Any breach of Data Protection and/or Privacy Laws by the Parties shall make them liable to penalties and actions as per applicable laws.

**8.12 Entire Agreement:** This MoU shall be read with EOI at all times. MOU r/w EOI supersedes any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only MoU between the parties with respect to the said subject matter. Each party to this Agreement acknowledges that such representations, inducements, promises, or agreements, orally or otherwise which are not embodied in this MoU or statement or promise that is not contained in this MoU shall not be valid or binding or of any force or effect. However, in case the parties agree on any new proposal/arrangement, the same shall only be valid once it is signed by the Authorized Signatories of both the parties in writing."

**8.13 Counterparts:** For the convenience of the Parties, this MOU may be executed in counterparts, each of which shall be deemed to be an original, and shall constitute and be considered one and the same instrument and shall be binding and enforceable against the Parties as an original document representing the terms and conditions set forth herein

IN WITNESS WHEREOF, both the parties have set and subscribed their respective hands to this Memorandum of Understanding on the date and place first mentioned above, in the presence of following witnesses

<p><b>For National Health Authority (NHA)</b></p> <hr/> <p>Mr. &lt;Name&gt; &lt;Designation&gt;</p>	<p><b>For Second Party</b></p> <hr/>
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Witness 1 ( Name , Address, Ph: , Designation) :

Witness 2 ( Name , Address, Ph: , Designation) :

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## **Annexure : A to Memorandum of Understanding**

### Anonymized Data Sharing

State level aggregated Exposure data/information(anonymized and aggregated):

**1. Beneficiaries:**

- a) Gender Ratio
- b) Age bracket (in years)
  - 0-5
  - 5-20
  - 20-40
  - 40-60
  - 60 and above
- c) Rural/Urban/District approx.

**2. Sum insured covered under:**

- a) Insurance
- b) Trust

**3. Eligibility criteria (if any other than SECC)**

**4. Period of policy**

**5. Empanelled hospital data:**

- a) Private
- b) Public

With details of complete address, infrastructure, manpower, accreditation, etc.

**6. List of packages covered along with cost**

**7. Number and amount of claims raised, approved, paid and rejected package wise along with following parameters**

- a) Age band
- b) Gender
- c) District
- d) Hospital name