

**Memorandum of Understanding (MoU) between
the Medical Assessment & Rating Board (MARB)
and the Quality Council of India (QCI) for the
Assessment and Rating of Medical Colleges by
QCI**



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5/11/23

ARTICLE 1: DESCRIPTION OF THE PARTIES

This Memorandum of Understanding hereinafter referred to as "MoU" is signed on this 5th day of July 2023 by the following two parties.

The Quality Council of India (QCI) is an autonomous body created through a Cabinet decision of the Government and registered as a society under the Societies Registration Act, 1860. The Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India is the nodal point for all matters connected with Quality and QCI. Quality Council of India is having its office at 2nd Floor, Institute of Engineers, Bahadur Shah Zafar Marg, New Delhi – hereinafter to be referred to as "QCI".

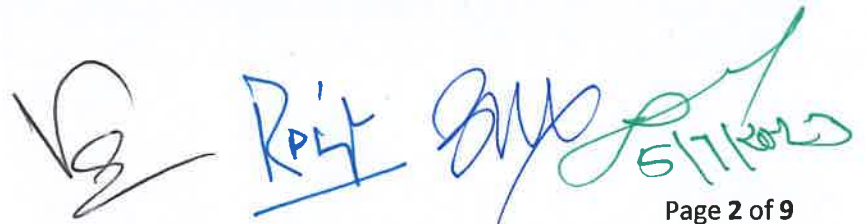
National Accreditation Board for Education and Training (NABET), a constituent Board of QCI will be the operating arm of QCI for execution of this MoU.

AND

Medical Assessment & Rating Board (MARB) is an autonomous board of the National Medical Commission responsible for assessing and rating medical institutions in accordance with established standards and regulations. It plays a vital role in ensuring the quality and compliance of medical education and healthcare facilities. MARB determines the assessment procedures, conducts inspections, and may engage third-party agencies if necessary. It grants permissions for the establishment of new medical institutions and monitors their compliance with regulations. MARB also conducts assessments, either independently or through empaneled rating agencies, to evaluate and rate medical institutions regularly. The assessment and ratings are made available to the public, promoting transparency and accountability. Additionally, MARB has the authority to take corrective measures against medical institutions that fail to meet the prescribed standards, including issuing warnings, imposing penalties, and others. Through its functions, MARB contributes to the improvement and maintenance of quality medical education and healthcare standards.

ARTICLE 2: PREAMBLE

MARB desires QCI to conduct comprehensive assessments and ratings of medical colleges across India. The objective is to ensure the delivery of quality education, promote excellence in medical education, and foster continuous improvement in medical colleges. Both MARB and QCI recognize the need for robust assessments and ratings of medical colleges to ensure quality education and promote excellence in the medical profession.

The image shows four handwritten signatures in blue and green ink. The first signature is in blue, followed by a signature that appears to be 'RPLT' in blue. The third signature is in blue, and the fourth is in green with the date '5/7/23' written below it.

MARB and QCI intend to collaborate and establish a framework for conducting assessments and ratings of medical colleges based on mutually agreed standards and guidelines.

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

ARTICLE 3: AIMS AND OBJECTIVES

In accordance with the relevant rules of MARB and QCI, both organizations have agreed to sign an MoU with the aim of working together in following areas leading to 'Quality Assurance' & 'Quality Sustenance' in the medical education sector.

- 3.1. To Enhance Educational Standards: The primary aim of this collaboration is to enhance the educational standards of medical colleges in India. MARB and QCI seek to identify areas for improvement in infrastructure, faculty, curriculum, teaching methodologies, research facilities, and student support systems. Through rigorous assessments and ratings, the aim is to promote continuous quality improvement in medical education.
- 3.2. To Foster Accountability and Transparency: MARB and QCI aim to establish a transparent and accountable system for the assessment and rating of medical colleges. This will include the development of objective evaluation criteria, assessment tools, and guidelines that are fair, consistent, and based on industry best practices. The objective is to ensure transparency in the assessment process and provide reliable information to stakeholders, including students, parents, and the medical community.
- 3.3. To Promote Excellence in Medical Education: Another objective of this collaboration is to promote excellence in medical education. MARB and QCI recognize the importance of nurturing competent and well-rounded medical professionals who can contribute effectively to healthcare delivery. By conducting comprehensive assessments and ratings, the aim is to identify colleges that excel in various aspects of medical education and facilitate their recognition and accreditation.
- 3.4. To Facilitate Continuous Quality Improvement: MARB and QCI understand the significance of continuous quality improvement in medical colleges. The objective is to provide constructive feedback to colleges based on the assessment findings and support them in implementing necessary improvements. By fostering a culture of continuous learning and improvement, the aim is to create an environment that nurtures innovation, research, and the adoption of best practices in medical education.
- 3.5. To Ensure Standardization and Harmonization: MARB and QCI aim to ensure standardization and harmonization of assessment and rating processes across medical colleges. By establishing a common framework and criteria for assessment, the objective is to ensure consistency and comparability in the ratings. This will enable stakeholders to make informed decisions about the quality of education offered by different colleges.
- 3.6. To Support Regulatory Decision-making: MARB, being the authorized board requires reliable and comprehensive information to make informed decisions regarding recognition, affiliation, and regulation of medical colleges. The

objective of this collaboration is to provide MARB with accurate and standardized data based on the assessments and ratings conducted by QCI. This will support MARB in its regulatory functions and contribute to the overall improvement of medical education.

- 3.7. To Foster Collaboration and Knowledge Sharing: MARB and QCI aim to foster collaboration and knowledge sharing among medical colleges. The objective is to create a platform where colleges can exchange best practices, innovative teaching methodologies, and research findings. By facilitating networking and collaboration, the aim is to create a conducive environment for the overall development of medical education in the country.
- 3.8. To enhance public trust: By conducting thorough assessments and ratings, MARB and QCI aim to enhance public trust in the quality of medical education provided by colleges. The transparency and objectivity of the process will assure students, parents, and the general public of the credibility and reliability of the ratings.

ARTICLE 4: SCOPE OF COLLABORATION

The collaboration between MARB and QCI shall focus on the assessment and rating of medical colleges based on predetermined criteria and parameters. As per the mutually agreed upon terms & conditions, the following obligations shall bind on both the parties:

- 4.1. MARB and QCI shall collaborate to define the functional requirements, data elements, and reporting formats for the IT platform. They shall also establish protocols for data exchange, access controls, and data sharing mechanisms.
- 4.2. MARB and QCI shall collaborate to develop and maintain a comprehensive framework for the assessment and rating of medical colleges.
- 4.3. MARB and QCI shall collaborate on periodic reviews and updates of the assessment process to incorporate feedback and emerging trends in medical education.
- 4.4. MARB and QCI are responsible for ensuring that the assessment and rating process commences in September/October, and the ratings are published in March/April every year.

ARTICLE 5: ROLES AND RESPONSIBILITIES

5.1. Quality Council of India, New Delhi shall facilitate in activities specified as follows:-

- 5.1.1. QCI shall develop and maintain a comprehensive framework for the assessment and rating of medical colleges, incorporating best practices and benchmarks. The assessment tools, guidelines, and evaluation criteria to ensure consistent and fair assessments in consultation with MARB
- 5.1.2. QCI shall be responsible for the development, customization, and maintenance of the IT platform in consultation with MARB. QCI shall ensure that the platform adheres to the agreed-upon specifications, data security standards, and relevant legal and regulatory requirements.
- 5.1.3. QCI shall be responsible for conducting the assessments, evaluations, and on-site visits to the medical colleges as part of the rating process.

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Page 4 of 9

- 5.1.4. QCI shall appoint qualified assessors and evaluators to conduct assessments and ratings of medical colleges.
- 5.1.5. QCI shall train the assessors on the assessment criteria and usage of the IT platform and provide ongoing technical support.
- 5.1.6. The assessment shall be carried out by a team of experts appointed by QCI, who shall evaluate the medical colleges based on the established standards and guidelines.
- 5.1.7. QCI shall carry out the assessment and rating process exclusively for colleges that have obtained permission from MARB or have had their first batch graduated.
- 5.1.8. QCI shall be responsible for payment of honorarium to assessors, their travel, stay, etc.
- 5.1.9. QCI shall prepare assessment reports and populate the same on the IT platform.

5.2. Medical Assessment & Rating Board, shall:

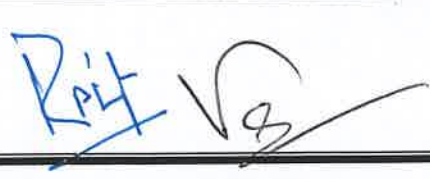
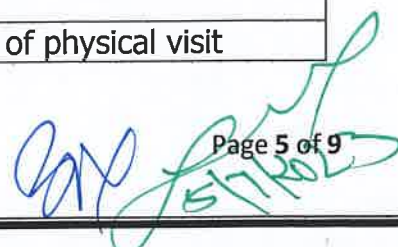
- 5.2.1. Actively participate in the development of the assessment and rating framework by providing its expertise, insights, and guidance to QCI.
- 5.2.2. Work collaboratively with QCI to ensure that the framework aligns with the standards and requirements set by the MARB for medical education.
- 5.2.3. Provide the necessary support and cooperation to QCI in the development, implementation, and maintenance of the IT platform.
- 5.2.4. Provide eligibility criteria (qualification and experience) for empanelment of assessors by QCI.
- 5.2.5. Provide the necessary support and cooperation to QCI in carrying out the assessments and ratings of medical colleges.
- 5.2.6. Facilitate the sharing of relevant information and data with QCI to ensure a smooth assessment process.
- 5.2.7. Encourage the colleges to participate in the assessment and rating exercise through notifications and various other communication methods.
- 5.2.8. Make payment to QCI as per the agreed terms and conditions.

5.3. Payment

MARB shall make payments to QCI for the services rendered based on the following terms and conditions:

- 5.5.1. The payment shall be made within 15 days from the receipt of the invoice submitted by QCI.
- 5.5.2. QCI shall charge a subsidized amount of INR 1 Lakh per assessment per college for the services it renders which include assessors' honorarium, arrangement of travel, stay, etc. of assessors, physical assessment and IT platform.
- 5.5.3. QCI shall submit the invoice to MARB. The payment schedule shall be:

S.No.	Payment percentage	Milestone
1.	25%	Signing of MoU
2.	25%	Registration by college on the IT portal
3.	50%	Completion of physical visit

5.5.4. Any applicable taxes or statutory deductions shall be borne by the MARB parties as per the prevailing laws and regulations.

5.4. Financial areas of Cooperation/ Financial Obligations

5.3.1. MARB shall pay the requisite fee to QCI as mutually agreed and within mutually agreed time frame.

5.3.2. MARB & concerned colleges, shall not be responsible for any liabilities assumed by the Quality Council of India, New Delhi nor will assume any obligations financial or otherwise, entered into by the Quality Council of India, New Delhi with any third party, unless these falls explicitly within the terms of this contract.

5.3.3. Similarly, QCI shall not be responsible for any liabilities assumed by the MARB nor will assume any obligations financial or otherwise, entered into by the MARB with any third party, unless these falls explicitly within the terms of this contract.

5.5. Governance

5.4.1. A Steering Committee (SC) shall be established, comprising representatives from Medical Education and QCI, to resolve issues pertaining to scoring pattern.

5.4.2. The SC shall meet periodically to review the scoring pattern and resolve any grievance received.

ARTICLE 6: CONFIDENTIALITY

6.1. Both parties shall maintain strict confidentiality regarding the information obtained during the assessment and rating process.

6.2. Any data, documents, or reports shared between MARB and QCI shall be treated as confidential and shall not be disclosed to any third party without prior written consent.

ARTICLE 7: GENERAL AREAS OF COOPERATION

7.1. Any other specific activity(s) if required to be operated for meeting the aims & objective of the MoU shall be decided by QCI & MARB in mutual consultation.

7.2. During the validity of this MoU, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed and identified as confidential by the disclosing party.

7.3. The obligations shall not extend to any information for which the receiving party feels that the (i) information is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party (ii) is independently developed by the receiving party; or is required to be disclosed by law or court order (iii) is received from a third party having no obligations of confidentiality to the disclosing party.

7.4. Any other specific activity(s) if required to be operated for meeting the aims & objective of the MoU shall be decided by QCI & MARB in mutual consultation.

7.5. Mid-course corrections & changes if any, shall be carried out with mutual consent of both parties.

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ARTICLE 8: TERM AND TERMINATION

- 8.1. The Agreement will be effective for a period of 1 year from the date of signing of this MoU by QCI & MARB. The agreement can be renewed hereafter as may be agreed upon by the parties' subject to joint review by QCI and MARB and needs to be undertaken prior to expiry of this MoU.
- 8.2. Either party may terminate this agreement at any time by giving one month notice in writing to the other party, although such action will only be taken after mutual consultation to avoid any inconvenience to all the concerned and after the matter is discussed in consultative committee. MARB shall clear the dues for the work done till the date of termination if any.
- 8.3. If any party to this MoU fail to abide by terms and conditions stipulated in this agreement, another party can proceed towards termination of the MoU. In the case of termination, there should be no-liability either for MARB or for QCI.
- 8.4. Regardless of such termination, the provisions of this MoU will remain in force beyond the date of termination to the extent necessary to permit an orderly winding up of the activities between the parties and those involved therein. The period of which will be mutually agreed upon in writing at the time of termination of this agreement.
- 8.5. Both parties to MoU shall abide by the confidentiality clause of article 6. No Party will share any information to any third party which likely to affect the interest of another party to the MoU. Before sharing any information resulting from the execution of this Project will be shared when both parties will mutually agree and provide approval in writing.

ARTICLE 9: AMENDMENT AND MODIFICATION

- 9.1. Any amendment or modification to this MoU shall be made in writing and agreed upon by both parties.
- 9.2. Such amendments or modifications shall become effective upon the date specified in the written agreement.

ARTICLE 10 : GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1. This MoU shall be governed by and construed in accordance with the laws of India.
- 10.2. Any disputes arising out of or in connection with this MoU shall be resolved amicably through mutual consultation and negotiation between the parties.
- 10.3. In the event that a dispute cannot be resolved through negotiation, it shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the references are made. It is mutually agreed that the Sole Arbitrator shall be appointed by QCI and MARB both.



10.4. The award of the sole Arbitrator shall be defined and abiding on all the parties. The respective parties shall bear the cost of Arbitration equally.

10.5. All disputes, controversies, or claims arising out of or in connection with this agreement, including its interpretation, validity, performance, or termination, shall be subject to the exclusive jurisdiction of the courts of Delhi, India. Each party hereby irrevocably submits to the jurisdiction of the courts of Delhi and agrees to waive any objections to the venue or convenience of such courts.

ARTICLE 11: FORCE MAJEURE EVENT

In the event that the performance or execution of this agreement is delayed or hindered due to any reason beyond the reasonable control of QCI, including but not limited to acts of God, natural disasters, fires, floods, epidemics, governmental actions, war, terrorism, strikes, labor disputes, or any other similar cause (collectively referred to as 'Force Majeure Event'), QCI shall not be liable for any resulting delay or failure in performance, nor shall it be considered in breach of its obligations under this agreement.

ARTICLE 12: NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be non-exclusive and both parties, including their affiliate, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

ARTICLE 13: ENTIRE AGREEMENT

13.1. This MoU constitutes the entire agreement between MARB and QCI and supersedes all prior oral or written agreements, understandings, or representations between the parties.


13.2. No modification or amendment to this MoU shall be valid or binding unless made in accordance with Clause 9.

IN WITNESS WHEREOF, the duly authorized representatives of the Medical Assessment & Rating Board (MARB) and the Quality Council of India (QCI) have executed this Memorandum of Understanding as of the day and year first above written.

**Signed for and on behalf of
(The Quality Council of India)**

**Signed for and behalf of
(Medical Assessment and Rating Board)**


Dr. Ravi P Singh
(Secretary General), Quality Council of India
Secretary General, Quality Council of India
2nd Floor, Institution of Engineers Building
Bahadur Shah Zafar Marg
New Delhi-110002 (INDIA)


अध्यक्ष/President
चिकित्सा मूल्यांकन रेटिंग बोर्ड
Medical Assessment Rating Board
राष्ट्रीय आयुर्विज्ञान आयोग/National Medical Commis
कृष्ण-8, द्वारका, नई दिल्ली-110077/Sec.-8, Dwarka, New Delhi-11

QCI, New Delhi

MARB, Delhi

Date _____


Date _____

Name: Dr. Ravi P. Singh

Name: Dr. B.N. Gangadhar

Designation: Secretary General

Designation: President


 (Chief Executive Officer)
 National Accreditation Board for
 Education and Training,
 Quality Council of India, New Delhi
Designation: CEO, NABET-QCI

डॉ. विन्डर एस. कन्वर | Dr. Varinder S. Kanwar
 मुख्य कार्यकारी अधिकारी | Chief Executive Officer
 शिक्षा प्रत्यापन बोर्ड के लिए राष्ट्रीय प्रत्यापन बोर्ड (NABET)
 शिक्षा प्रत्यापन बोर्ड, बिल्डिंग/8th Floor, ITP1 Building
 पॉकेट-14, सेक्टर-8, द्वारका, नई दिल्ली-110077
 Phone: +91-11-26082




 (Member)
 MARB, Delhi
Designation: Member

डॉ. जे.एल. मीना / Dr. J.L. MEENA
 सदस्य
 शिक्षा प्रत्यापन बोर्ड / Medical Assessment and Training Board
 राष्ट्रीय आयुर्विज्ञान आयोग / National Medical Commission
 पॉकेट-14, सेक्टर-8, द्वारका, नई दिल्ली-110077
 Pocket 14, Sector 8, Dwarka, New Delhi-110077


Date S-07-2023
 Name: Prof (Dr) Varinder S Kanwar

Date 5/7/2023
 Name: Dr. J. L. Meena

Witness:

-  MADHU AHLUWALIA
Sr. ADVISOR - QCI
-  ADIBA FAIZ
ASST. DIRECTOR, NABET

Witness:

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