



MEMORANDUM OF UNDERSTANDING

BETWEEN

**Lal Bahadur Shastri Paramedical Skill and
Training Council**

&

Indian Paramedical Association

Date: 16/06/2023

सचिव / Secretary
लाल बहादुर शास्त्री पराचिकित्सीय
कौशल एवं प्रशिक्षण परिषद्
Lal Bahadur Shastri Paramedical
Skill and Training Council

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MEMORANDUM OF UNDERSTANDING
BETWEEN
LAL BAHADUR SHASTRI PARAMEDICAL SKILL AND TRAINING
COUNCIL
&
INDIAN PARAMEDICAL ASSOCIATION

This Memorandum of Understanding (MoU) entered on this day of 16th June of the year 2023 ("Effective Date"),

BY AND BETWEEN

i. Lal Bahadur Shastri Paramedical Skill and Training Council (LBSPSTC)

(An autonomous, non-governmental awarding body registered under the appropriate Acts and engaged in the regulation, assessment, and certification of skill-based paramedical and allied healthcare qualifications at the national level)

—Hereinafter referred to as the “First Party”,

And

ii. Indian Paramedical Association (IPMA)

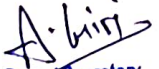
(A national-level professional association constituted for the welfare, recognition, and representation of paramedical professionals and allied health practitioners across India)—Hereinafter referred to as the “Second Party”,

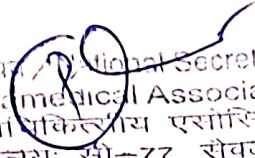
LBSPSTC and Indian Paramedical Association shall be referred to individually as a "Party" and collectively as “Parties”. Both Parties have reached the following understanding to collaborate as per the below-described articles of this Mou:

PREAMBLE

Whereas, the **First Party**, namely the *Lal Bahadur Shastri Paramedical Skill and Training Council* (hereinafter referred to as the “Council”), is a **national-level autonomous awarding and regulatory body**, constituted for the purpose of **conducting, supervising, regulating, and certifying** skill development, vocational, and allied health education programmes across India;

And **whereas** the said Council has been functioning in accordance with the principles and parameters of the **National Skills Qualification Framework (NSQF)**, as notified by the Government of India, and the regulatory mechanisms prescribed by the **National**


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Council for Vocational Education and Training (NCVET), and other competent authorities from time to time;

And whereas the First Party, in furtherance of its objectives, seeks to **create, implement, and monitor** nationally recognized qualification standards, institutional quality benchmarks, and transparent assessment and certification mechanisms for learners in the field of Paramedical and Allied Health Sciences;

&

And whereas, the **Second Party**, namely the *Indian Paramedical Association (IPMA)*, is a **registered, non-political, and non-profit professional association**, established with the sole objective of **safeguarding, uplifting, and promoting** the welfare, recognition, and professional rights of Paramedical and Allied Health professionals working in various healthcare and educational sectors across the country;

And whereas the Second Party, through its vast network of members, institutional representatives, and district/state chapters, is entrusted with the responsibility of maintaining **professional discipline, ethical standards, and coordination** among healthcare practitioners, educational bodies, and public institutions;

And whereas the Indian Paramedical Association also serves as a **national membership and registration platform**, authorized to enrol eligible Paramedical and Allied Health professionals, institutional representatives, and student members under defined membership categories, such as *Life Membership, Associate Membership, Institutional Membership, and Student Membership*;

And whereas such membership under the IPMA not only provides professional recognition but also facilitates **career advancement, welfare benefits, grievance representation, and statutory identity** to individuals and institutions functioning under the paramedical domain, thereby ensuring unified standards and accountability within the profession;

And whereas both the Parties, recognizing their **complementary roles** in the domain of healthcare education and professional regulation, and being mutually desirous of **promoting excellence in paramedical training, professional development, ethical governance, and public service**, have reached a common understanding to collaborate through a structured framework under this **Memorandum of Understanding (MoU)**;

And whereas it is considered expedient, lawful, and in the interest of national healthcare development, to establish an enduring partnership between the Council and


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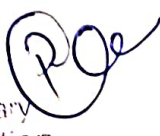

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the Association for the exchange of knowledge, accreditation of institutions, registration of professionals, and conduct of joint welfare and capacity-building initiatives, in furtherance of the national mission of "Skilled India—Healthy India"; Now, therefore, this Memorandum of Understanding (MoU) is entered into voluntarily and with full consensus by and between the Parties hereto, for the purpose of institutional cooperation, academic linkage, professional coordination, and mutual recognition in the field of Paramedical and Allied Health Education and Services.

ARTICLE I — OBJECTIVES

1. The overarching objective of this Memorandum of Understanding (MoU) shall be to establish a lawful, transparent, and mutually beneficial framework of cooperation between the **Lal Bahadur Shastri Paramedical Skill and Training Council** (hereinafter "the Council") and the **Indian Paramedical Association** (hereinafter "the Association"), in order to achieve national standards of excellence in paramedical education, training, certification, and professional regulation.
2. The Parties, in mutual accord, shall pursue the following objectives—each of which shall be deemed integral to the execution and spirit of this MoU:
 - (a) To promote and institutionalize **quality assurance** in Paramedical and Allied Health Education through standardized syllabi, transparent evaluation, and NSQF-aligned qualification frameworks;
 - (b) To strengthen **capacity-building and professional advancement** through structured Continuing Medical Education (CME), re-orientation, and refresher programmes for educators, assessors, and practitioners;
 - (c) To ensure the **mutual recognition of training and membership credentials**, whereby the Council's certified learners may obtain legitimate professional membership under the Indian Paramedical Association, and the Association's registered members shall be recognized as eligible professionals for advanced training, upskilling, or institutional engagement under the Council;
 - (d) To create and maintain a **national database of qualified paramedical professionals** in conformity with data-integrity, security, and verification norms, for the facilitation of employment linkages, workforce planning, and statutory verification;


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- (e) To develop and uphold a **code of professional conduct, ethics, and accountability**, ensuring that practitioners and institutions function in accordance with the highest moral, legal, and professional standards;
- (f) To undertake **joint policy advocacy**, research studies, and advisory papers to be submitted before competent government bodies, in furtherance of the recognition, standardization, and statutory positioning of the paramedical sector;
- (g) To foster **mutual cooperation in national healthcare initiatives**, community outreach programmes, health-camps, and disaster-response training modules, aligning with the constitutional vision of *public health as a national duty*;
- (h) To recognize and empower **institutional membership** whereby affiliated training institutes under the Council may, through the Association, obtain collective professional representation and access to welfare, grievance, and accreditation support services;
- (i) To promote **student membership and mentorship mechanisms**, nurturing young learners toward ethical and employable professional practice through career counselling and peer-learning frameworks;
- (j) To function collectively as a **national consortium for paramedical excellence**, advancing the dual mission of *Skilled India – Healthy India*, and creating a lasting partnership between education, employment, and ethical service.

ARTICLE II — SCOPE OF COLLABORATION

1. Academic and Technical Cooperation:

The Parties shall jointly design, review, and upgrade curricula, instructional materials, and learning outcomes in accordance with NSQF levels, ensuring academic equivalence, industry relevance, and regulatory compliance. The Council shall provide technical standards, while the Association shall assist in ground-level implementation and feedback.

2. Institutional Affiliation and Accreditation:

The Council shall extend academic affiliation and certification rights to duly verified training institutions, whereas the Association shall facilitate institutional membership and ensure that such affiliated entities observe professional discipline, faculty qualification norms, and infrastructural standards prescribed by competent authorities.

3. Membership Integration and Recognition:


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A structured system shall be established wherein learners certified by the Council may be granted **Associate or Life Membership** in the Association upon verification. Conversely, existing registered members of the Association may access the Council's advanced qualification programmes and examinations under preferential consideration.

The Association shall maintain an online **Register of Members**, cross-verified with the Council's certification database to prevent duplication or misuse.

4. Joint Training and Capacity-Building Programmes:

Both Parties shall jointly organize **seminars, workshops, symposiums, and conferences** on emerging healthcare technologies, first-aid, emergency care, and ethical practice. Collaborative training sessions shall be held for faculty, examiners, and assessors under mutually agreed protocols.

5. Research and Publication Collaboration:

The Parties shall undertake joint studies, publications, and white papers on paramedical education, labour-market trends, and healthcare workforce development, ensuring due citation of both entities and maintaining transparency of data sources.

6. Welfare and Grievance Mechanisms:

The Association shall administer welfare schemes, grievance cells, and disciplinary proceedings for its members, in consultation with the Council's Legal and Vigilance Division, ensuring procedural fairness and compliance with institutional ethics.

7. Information and Data Exchange:

The Parties shall share relevant non-confidential information, including accreditation status, certification statistics, and membership registers, through secure digital interfaces. All such exchanges shall comply with the applicable provisions of data-protection law and internal confidentiality codes.

8. Liaison and Representation:

The Parties shall mutually represent each other in official communications, government submissions, and statutory consultations concerning the advancement and recognition of the paramedical profession, wherever such representation is lawful and deemed appropriate.

9. Duration and Continuity of Cooperation:


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The collaboration established herein shall remain continuous throughout the subsistence of this MoU, subject to periodic review, evaluation, and renewal by mutual consent of both Parties.

ARTICLE III — ROLES AND RESPONSIBILITIES

A. Obligations and Functions of the First Party — The Council

1. **The First Party**, being the *Lal Bahadur Shastri Paramedical Skill and Training Council*, shall serve as the **academic, awarding, and regulatory authority** for all matters pertaining to qualification development, examination conduct, certification issuance, and institutional quality assurance in the field of Paramedical and Allied Health Education.

2. It shall design, prescribe, and periodically revise **curricula, competency standards, and examination frameworks** consistent with the National Skills Qualification Framework (NSQF) and the operational directives of the National Council for Vocational Education and Training (NCVET).

3. The Council shall supervise and monitor the **affiliation, inspection, and accreditation** of training institutions, ensuring that only those conforming to statutory and infrastructural norms remain in good standing.

4. It shall maintain a **National Register of Certified Learners**, verifiable through secure electronic means, and furnish authenticated data to the Association for professional registration and membership verification.

5. The Council shall establish, where required, **Joint Academic and Vigilance Committees** with the Association for oversight of examinations, assessments, and ethical compliance.

6. It shall provide **technical guidance, academic recognition, and consultative assistance** to the Association in matters relating to curriculum development, skill-gap studies, and research publications.

7. The Council shall, whenever feasible, recognize the Association's verified members for participation in **official training, re-orientation, and refresher programmes**, thereby aligning education with professional advancement.

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8. It shall uphold the highest principles of **transparency, accountability, and integrity**, ensuring that certification, data handling, and institutional recognition are immune from undue influence or conflict of interest.

9. The Council shall extend support in **policy formulation, governmental liaison, and legal representation** concerning the recognition and regulatory advancement of the paramedical profession.

B. Obligations and Functions of the Second Party — The Association

1. The Second Party, being the *Indian Paramedical Association*, shall serve as the **professional, representational, and membership-governing authority** for individuals and institutions operating within the paramedical sector.

2. It shall enroll eligible practitioners, students, and institutions under defined categories of membership—*Life, Associate, Institutional, and Student*—in accordance with its constitution and ethical code.

3. The Association shall maintain a **Central Register of Members**, which shall be digitally integrated with the Council's certification database for cross-verification, authenticity, and prevention of duplication.

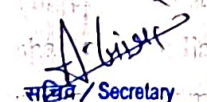
4. It shall promote **professional ethics, discipline, and continuing education**, ensuring that its members adhere to lawful and ethical standards of practice in healthcare delivery.

5. The Association shall organize and coordinate **capacity-building activities, conferences, and awareness campaigns** jointly with the Council, thereby strengthening professional competence and public trust.

6. It shall act as a **liaison body** between certified learners, affiliated institutions, and government departments for matters of welfare, employment facilitation, and professional grievance redressal.

7. The Association shall establish and operate **Welfare, Legal Aid, and Ethics Cells**, providing assistance and guidance to members, subject to compliance with the Council's vigilance and legal protocols.

8. It shall ensure the **timely renewal, verification, and regulation** of membership credentials, and maintain disciplinary authority to suspend or revoke membership in cases of misconduct, malpractice, or violation of professional norms.


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9. The Association shall cooperate with the Council in **data exchange, research initiatives, and advocacy efforts**, submitting joint representations to ministries, statutory councils, and other competent authorities as and when required.

C. Joint Responsibilities and Co-operative Obligations

1. Both Parties shall constitute a **Joint Coordination Committee (JCC)**, consisting of equal representatives, which shall meet at least twice every year to review progress, approve joint programmes, and recommend policy improvements.

2. The Parties shall observe **confidentiality and data protection** in all collaborative dealings, ensuring that information exchanged remains secure and used solely for legitimate institutional purposes.

3. Both Parties shall jointly devise **communication, branding, and publication protocols**, ensuring that official use of names, seals, or emblems occurs only with prior written authorization.

4. They shall jointly promote the **ethos of national service**, reinforcing the shared mission of creating a disciplined, skilled, and socially responsible paramedical workforce devoted to the constitutional goal of *public health and welfare for all*.

ARTICLE IV — FINANCIAL ARRANGEMENTS AND CONFIDENTIALITY

A. FINANCIAL ARRANGEMENTS

1. Autonomy in Financial Matters:

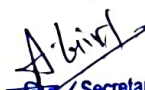
Each Party shall retain full autonomy and accountability in its respective financial affairs. Nothing contained in this Memorandum shall be construed as creating a joint venture, partnership, or fiduciary relationship involving joint funds or liabilities unless expressly reduced to writing and approved by both Parties through a supplementary agreement.

2. Expenditure and Cost Sharing:

Unless otherwise specifically agreed, each Party shall bear its own operational and administrative expenses incurred in connection with the implementation of the provisions of this MoU, including staff costs, travel, documentation, and publicity.

3. Joint Programmes and Sponsored Activities:

In case either Party undertakes a joint event, publication, training, or research initiative requiring financial contribution, such expenditure shall be governed by a


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separate project-specific financial addendum, clearly stating the quantum of contribution, fund-flow mechanism, and audit protocol.

4. Revenue from Collaborative Programmes:

Any revenue generated from co-organized seminars, workshops, consultancy services, membership drives, or training initiatives shall be distributed on a mutually agreed basis. The same shall be recorded in writing before commencement of such activity, specifying the distribution ratio, responsibility, and utilization norms.

5. Financial Integrity and Audit:

Each Party shall maintain **independent accounts** in accordance with applicable financial and auditing standards. The Parties shall ensure that all funds utilized under joint programmes are expended solely for the objectives specified and duly supported by verifiable documentation.

6. No Financial Liability on Either Party:

This MoU does not create or impose any financial, statutory, or contractual liability upon one Party for the debts, losses, or obligations of the other. Neither Party shall be entitled to claim compensation, reimbursement, or indemnification except as expressly stipulated in a jointly executed financial annexure.

7. Transparency and Disclosure:

Both Parties shall maintain the principles of **financial transparency, accountability, and good governance**, making available any relevant financial records pertaining to joint activities for inspection by authorized auditors or regulatory authorities as required by law.

B. CONFIDENTIALITY, DATA PROTECTION, AND INTELLECTUAL PROPERTY

1. Confidential Nature of Information:

Both Parties recognize that in the course of their collaboration, they may receive or generate information that is confidential in nature, including but not limited to institutional data, training materials, membership databases, assessment records, and proprietary research findings.

Each Party undertakes to maintain **strict confidentiality** and shall not disclose, disseminate, or use such information for any purpose other than that expressly permitted under this MoU.

2. Data Security and Privacy Obligations:

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The Parties shall comply with all applicable data protection and privacy laws, ensuring that all personal or institutional data shared under this MoU are processed lawfully, securely, and only for legitimate institutional purposes. Digital exchanges shall occur over authenticated and encrypted systems, following standard security protocols.

3. Ownership of Intellectual Property (IP):

Intellectual Property created jointly through cooperative activities such as publications, digital materials, software tools, training modules, or research documents shall be deemed **jointly owned** by both Parties, unless otherwise specified through a written agreement prior to initiation of such work.

4. Use of Name, Emblem, and Seal:

Neither Party shall use the name, logo, emblem, or official seal of the other Party in any advertisement, publication, or promotional material without **prior written consent**. All co-branded materials shall carry both emblems in equal prominence, preserving the independent identity of each institution.

5. Retention and Return of Records:

Upon termination or expiry of this MoU, all confidential records, data, and materials exchanged shall be duly returned or destroyed, unless otherwise required to be retained under statutory provisions or mutual consent.

6. Publication and Public Communication:

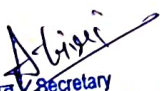
All official announcements, press releases, or joint publications arising from collaborative activities under this MoU shall be issued only after mutual review and written approval of both Parties. Neither Party shall issue unilateral statements that may affect the reputation or interpretation of this Memorandum.

7. Legal Consequences of Breach:

Any breach of confidentiality, misuse of data, or unauthorized disclosure by either Party shall render the offending Party liable for disciplinary, legal, and reputational consequences as may be determined by mutual consultation or by recourse to law under applicable jurisdiction.

ARTICLE V — VALIDITY, DURATION, TERMINATION, AND DISPUTE RESOLUTION

A. VALIDITY AND DURATION


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1. Commencement:

This Memorandum of Understanding (MoU) shall come into force on the date of its execution by the authorized representatives of both Parties and shall remain in full force and effect thereafter.

2. Tenure:

The MoU shall remain valid for a period of **five (5) years** from the date of signing, unless otherwise extended, modified, or terminated in accordance with the provisions herein contained.

3. Renewal:

Upon mutual satisfaction with the performance of its objectives, this MoU may be renewed for a further term of **five (5) years** or such period as the Parties may mutually determine. Renewal shall be effected through a written addendum or supplementary memorandum duly signed by both Parties prior to the expiry of the current term.

4. Review and Evaluation:

The Parties shall, through their respective authorized committees, conduct a **biennial review** of the implementation status of this MoU, assessing progress, compliance, and the need for any structural amendments or procedural modifications.

B. TERMINATION AND CESSATION

1. Termination by Notice:

Either Party may terminate this MoU by giving the other Party a **written notice of not less than ninety (90) days**, specifying the reasons for termination. The notice shall be communicated through registered post or digitally signed correspondence addressed to the competent authority of the other Party.

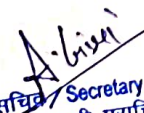
2. Termination by Mutual Consent:

This MoU may also be terminated at any time by mutual written consent of both Parties, without the requirement of notice, where both Parties determine that continuation is no longer beneficial or feasible.

3. Effect of Termination:

Upon termination, all ongoing activities under this MoU shall, unless otherwise agreed, be brought to an orderly conclusion. Any obligations or liabilities accrued prior to termination shall continue to subsist until duly discharged.

4. Survival of Obligations:


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इन्डिया Paramedical Association
भारतीय पराचिकित्सीय एसोसिएशन
मुख्य कार्यालय: सी-77, सेक्टर-2
नोएडा गौतमबुद्धनगर भारत
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The provisions relating to confidentiality, data protection, intellectual property rights, and settlement of disputes shall survive the expiry or termination of this MoU and shall continue to remain binding upon both Parties.

5. Non-Performance or Breach:

In the event of any substantial breach, misconduct, or dereliction of agreed duties by either Party, the aggrieved Party shall issue a **written notice of default** granting a reasonable period (not exceeding 30 days) to remedy the breach. Failure to do so shall render the MoU terminable forthwith.

C. DISPUTE RESOLUTION

1. Amicable Settlement:

The Parties shall, in the first instance, endeavor to resolve any dispute, difference, or question arising out of or in relation to this MoU by **mutual consultation and negotiation** through their respective governing authorities.

2. Mediation:

If such dispute remains unresolved within **sixty (60) days** from the date of written notice of the dispute, the matter may be referred, by mutual agreement, to a **Mediation Board** consisting of one nominee from each Party and a mutually appointed independent Chairperson possessing legal or judicial standing.

3. Arbitration:

In the event that mediation fails, the dispute shall be finally resolved through **Arbitration** in accordance with the provisions of the *Arbitration and Conciliation Act, 1996* (as amended). The arbitral tribunal shall comprise a sole arbitrator mutually appointed by both Parties. The seat and venue of arbitration shall be **New Delhi, India**, and the proceedings shall be conducted in the English language.

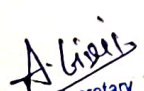
4. Binding Nature of Award:

The decision of the arbitrator shall be final and binding upon both Parties. The cost of arbitration shall be borne equally unless otherwise directed by the arbitral award.

5. Jurisdiction:

Subject to the above provisions, the courts having territorial jurisdiction at **New Delhi** alone shall have exclusive jurisdiction to adjudicate any matter arising out of or in connection with this MoU.

6. Good Faith and Continuity:


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कौशल एवं प्रशिक्षण परिषद्
Lal Bahadur Shastri Paramedical
Skill and Training Council


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Pending resolution of any dispute, both Parties shall continue to perform their respective duties and obligations under this MoU, so far as practicable, without prejudice to the eventual outcome of such proceedings.

D. FORCE MAJEURE

1. Definition:

Neither Party shall be held liable for any failure or delay in the performance of its obligations under this MoU if such failure or delay arises from events beyond its reasonable control, including but not limited to natural calamities, acts of God, war, civil unrest, epidemic, strike, or government restrictions.

2. Notice of Force Majeure:

The Party affected by such force majeure event shall notify the other Party in writing within **fifteen (15) days** of the occurrence, specifying the nature, expected duration, and probable impact of such event.

3. Effect:

The performance of obligations shall stand suspended during the continuance of the force majeure event, and the time for performance shall be extended correspondingly without penalty.

ARTICLE VI — EXECUTION, SIGNATURES AND ATTESTATION CLAUSE

A. MODE OF EXECUTION

1. This Memorandum of Understanding (MoU) is executed voluntarily by the duly authorized representatives of both Parties in the full exercise of their lawful powers, upon due deliberation and approval by their respective Governing Bodies.

2. Each Party hereby affirms that the signatories hereto possess valid authority and delegation to bind their respective institutions and that the execution of this MoU does not contravene any statute, rule, or internal regulation.

3. This MoU is executed in **two (2) original counterparts**, each of equal force and authenticity, with one copy retained by each Party. Certified electronic copies bearing digital signatures may also be treated as legally valid and enforceable under the provisions of the *Information Technology Act, 2000*.


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आ-कार्यालय: २०-७७, सेक्टर-२
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4. Each Party agrees that this MoU, upon execution, constitutes a formal legal instrument of record, evidencing the mutual understanding and cooperative intent of both institutions to act in good faith and within the scope herein prescribed.

IN WITNESS WHEREOF

In witness whereof, the undersigned, being duly authorized thereto, have set their respective hands and official seals to this Memorandum of Understanding, signifying their consent and agreement to all the terms, clauses, and covenants contained herein.

Executed and signed at Meerut city on this 16/06 day of June, 2023, in the presence of witnesses whose signatures appear below.

C. SIGNATURE BLOCKS

For and on behalf of

**LAL BAHADUR SHASTRI
PARAMEDICAL SKILL AND
TRAINING COUNCIL**
(An Autonomous National Awarding
Body)


Abhishek Tripathi

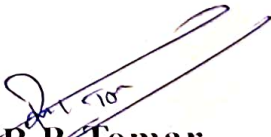
Chief Administrative Officer

(Lal Bahadur Shastri Paramedical Skill and
Training Council)

Date : 16/06/2023

For and on behalf of

**INDIAN PARAMEDICAL
ASSOCIATION**
(A Registered National Professional
Association)


Col. B.P. Tomar

President

(Indian Paramedical Association)

Date : 16/06/2023


सचिव / Secretary
लाल बहादुर शास्त्री पराचिकित्सीय
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For and on behalf of

Place : Meerut

For and on behalf of

Place : Meerut

E. ATTESTATION AND NOTARIAL DECLARATION

Before Me

This Memorandum of Understanding, having been duly read over and explained to the executants, has been affirmed, acknowledged, and signed by them of their own free will and without any coercion, at the place and date mentioned hereinabove.

Attested under my hand and official seal on this 16 day of Jul, 2023 at


सचिव / Secretary
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