



**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**DIRECTORATE GENERAL OF HEALTH SERVICES (DGHS)  
HEALTH SERVICES DIVISION (HSD)  
MINISTRY OF HEALTH AND FAMILY WELFARE (MOHFW)**

**-AND-**

**ASPIRE TO INNOVATE (a2i) PROGRAMME  
INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) DIVISION  
MINISTRY OF POSTS, TELECOMMUNICATIONS AND INFORMATION  
TECHNOLOGY**

**15 JUNE 2020**



কহ ১৪৫৯৩১১

### MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is signed at Dhaka, Bangladesh on the **15 June 2020** to set the framework of co-operation between the following parties:

**Directorate General of Health Services** [<https://www.dghs.gov.bd/index.php/bd/>] is one of the directorates of the Ministry of Health & Family Welfare (MOHFW). The main function of this agency is the implementation of health programs and services for the Ministry of Health and Family Welfare. The agency having its office at Swastha Bhabhan, DGHS, TB Gate, Mohakhali, Dhaka (hereinafter referred to as “**DGHS**”) and assigns of the **First Party**.

**Aspire to Innovate (a2i) Programme** [<https://a2i.gov.bd/>], a Government of Bangladesh (GoB) and UNDP supported programme, implementing by ICT Division to introduce a citizen-centric culture of innovation in civil service to improve public service delivery and make services more inclusive, affordable, reliable and easier to access, and assigns of the **Second Party**.

DGHS and a2i are each a “Party” and together are referred to as the “Parties”.

#### 1. PURPOSE OF THE MOU

The purpose of this MoU is to state the intentions of the parties in undertaking collaboration in introducing data and technological innovation to enhance health services.

#### 2. THE SERVICE AND INITIATIVES

**DGHS & a2i will jointly carry out the following activities:**

- Introduce technology innovation to manage diseases including Covid-19, Dengue, Malaria and other communicable and non-communicable diseases.
- Provide telemedicine, e-health or remote services interventions.
- Establish a portal for all telemedicine related services namely ([telehealth.gov.bd](http://telehealth.gov.bd)).
- Implementation setup on COVID-19 Positive Patients Tele-Health service coordination Unit & Standard Operating Procedure (SOP).
- Introduce data intelligence for innovative solution design for the health services.
- Encourage innovators towards health-related Research & Development (R&D) and promote local innovation.
- Piloting and scaling up Health service-related Innovations nationwide.
- Share and use of data for innovative solution designing for the health services.
- Conduct collaborative research, device based R&D, implementation, registrar ensuring Intellectual property, evaluation, assessment, review, case studies, training, design credible development strategies etc., using the high quality and niche expertise from both organizations.
- Conduct seminar, workshops, training, symposium, summit, survey, contests, boot-camp, hackathon, datathon and other relevant program for finding & facilitating the innovations and developing capacities of data providers and others stakeholders at different levels.
- Explore partnership with national and international organizations related to Data innovation.
- Explore the scope of emerging technologies to introduce evidence based decision making through data analytics and data insights.
- Promote Health service innovation to aware citizen.

#### 3. Responsibilities:

**3.1. Directorate General of Health Services (DGHS) initiates as well as catalyzes the following activities:**

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



কহ ১৪৫৯৩১২

- 3.1.1. Share disaggregated data (positive, died, cured, patients under treatment, no. of tests, suspected, institutional and home quarantine etc.) including name, age, sex, contact address etc. along with other relevant data for further analysis and telemedicine services including Covid-19, Dengue, Communicable and Non-Communicable Diseases.
- 3.1.2. Consider the suspected list provided by a2i and count them for immediate tests.
- 3.1.3. Provide epidemiological knowledge for COVID-19, other communicable and non-communicable diseases.
- 3.1.4. Collaborate with iLab as a partner of Health Challenge Fund and health related R&D.
- 3.1.5. Support to implement and scale up of a2i, iLab's innovation and data innovation.
- 3.1.6. Design and initiate activities to generate data from the emerging/ frontier technologies (AI, IoT, Big Data, Block Chain, etc.).
- 3.1.7. Generate, utilize and standardize the administrative data (GEO Data), Geo-spatial data/ GIS-based data of DGHS.
- 3.1.8. Develop and deploy a data warehouse system that achieve two primary aims: a) support a convenient, consistent, and accurate way to query, retrieve, and analyze data; and b) establish and implement data standards that follow OGD, SDG, and CRVS requirements.
- 3.1.9. DGHS will assign a focal person to work with a2i.
- 3.1.10. Some more responsibilities are added to the mostly relevant Operational Plans (OPs) of DGHS. But all other OPs and DGHS itself can play any responsibilities (if necessary) mentioned below-
- 3.1.11. Activities of Communicable Disease Control (CDC) related to-
  - a) Provide patient data and vector survey data.
  - b) Provide Domain Expertise for COVID-19 Suspected and Positive Case Management.
  - c) Provide Domain Expertise in Implementation of Tele-Health Service Coordination Unit for COVID-19 Positive Patients.
  - d) Provide Domain Expertise for Covid-19 Management System development.
  - e) Provide Domain Expertise for Dengue Management System development.
  - f) Provide technical support to organize orientation session on digital data platform for Dhaka as well as countrywide hospitals.
  - g) Organize workshops to sensitize Divisional Director, Hospital Directors, Superintend and Civil Surgeon.
  - h) Organize capacity development training/workshop for the data providers, approvers and others.
  - i) Organize launching event for the Covid-19 and Dengue Management System.
  - j) Coordinate with other key stakeholders for COVID-19, Dengue and other communicable disease management (City Corporation, LGD, media, others).
- 3.1.12. Activities of Health Services Management (HSM) related to-
  - a) Manage and collaborate with public and private hospitals for facility, infrastructural and disease related data.
  - b) Form data committee including focal points from CDC, IEDCR, control room, MIS and a2i for managing the data.
  - c) Introduce and institutionalize digital data collection platform to the hospitals (public and private)
  - d) Organize workshops to sensitize Divisional Director, District Hospital Directors, Superintend and Civil Surgeons.
  - e) Appoint focal points from hospitals (division, district and upazila level) for dengue data providing and authentication.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



কহ ১৪৫৯৩১৩

- f) Ensure capacity development training/workshop for the data providers, verifiers/authenticators and others.
  - g) Ensure the logistic support to the data providers.
  - h) Provide Resource Management Information (Kit, Nurse, doctor, medicine, ambulance, etc.) for developing predictive model.
  - i) Financial arrangement for the capacity building, system development and maintenance.
- 3.1.13. Activities of Management Information System (MIS) related to-
- a) Identify relevant indicators and variables for Covid-19, dengue and other vector-borne disease management system.
  - b) Provide data through API (Application Programme Interface) integration.
  - c) Server hosting of the analytics and the data management system at DHIS 2.
  - d) Communicate and coordinate with local level (District, Upazila and Union) for data collection for COVID-19, Dengue and other communicable and non-communicable diseases.
  - e) Financial arrangement for the capacity building, system development and maintenance.
- 3.1.14. Activities of Institute of Epidemiology, Disease Control and Research (IEDCR) related to-
- a) Share disaggregated COVID-19 data (positive, died, cured, patients under treatment, no. of tests, suspected cases, institutional and home quarantine, etc. depending upon availability of agreed data) including name, age, sex, contact address etc. along with other relevant data for further analysis.
  - b) Consider the suspected patient list provided by a2i and count them for immediate tests.
  - c) Provide health data and information for other communicable and non-communicable diseases as and when agreed by both parties.
  - d) Provide surveillance and vector-borne or other epidemiological data as applicable.
  - e) Develop an inventory of the critical data sets that are currently available in their native formats.
  - f) Design and initiate activities to generate data from the emerging/ frontier technologies (AI, IoT, Big Data, Block Chain, etc.).
  - g) Generate, utilize and standardize the administrative data (GEO Data), Geo-spatial data/ GIS-based data of IEDCR.
  - h) Identify relevant indicators and variables for Covid-19, dengue and other vector-borne disease management system.
  - i) Provide surveillance and vector-borne or other epidemiological data as applicable.
- 3.2 Aspire to Innovate (a2i) Programme initiates as well as catalyzes the following activities:**
- 3.2.1 Support to develop a system to generate reports from Uber Doctors' Pool automatically.
  - 3.2.2 Provide additional doctor support in IEDCR's Hotline number 10655.
  - 3.2.3 Support to establish a Specialized Call Centre with special doctors' group. Only Covid-19 positive patients can call and take services from special doctors.
  - 3.2.4 Support to develop a Pool of specialized doctors for Specialized Call Centre for Covid-19 positive patients.
  - 3.2.5 Share high suspected cases' list which are generated from hotline self-reporting, call-centre, web self-reporting, community assessment.
  - 3.2.6 Provide technical support for Zoning Plan implementation.
  - 3.2.7 Provide digital and technical support to DGHS regarding other Communicable and Non-communicable diseases along with COVID-19.
  - 3.2.8 Support IEDCR with some predictive analytical model based on jointly shared data.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

- 3.2.9 Support DGHS developing real time monitoring dashboard to monitor the overall activities. The dashboard will generate necessary reports and analytics to help the management and the policy makers in the decision-making process to enhance the quality of services as well as to expedite the overall service delivery process.
- 3.2.10 Support to design and develop COVID-19 Positive Patients Tele-Health service coordination Unit & its SOP based on agreed discussion.
- 3.2.11 Provide technical support to IEDCR to communicate with citizens regarding COVID-19 and other communicable diseases.
- 3.2.12 Support IEDCR with epidemiological model but not limited to Covid-19 only.
- 3.2.13 Support to develop visual analytics for tracking dengue and other vector-borne diseases (Web and mobile app) in collaboration with relevant OPs of DGHS.
- 3.2.14 Support to develop digital data collection platforms for collecting Covid-19, dengue and other vector-borne disease-related data.
- 3.2.15 Facilitate technical sessions to orient and train data providers and relevant stakeholders for data-driven disease management in collaboration with relevant OPs.
- 3.2.16 Closely work with the OPs to connect other govt. agencies regarding developing data-driven management system for DGHS.
- 3.2.17 Closely work with the OPs to integrate the newly developed management system (ex. Dengue Management System) with the existing systems of DGHS (ex. DHIS 2).
- 3.2.18 Closely work with the relevant OPs to analyze requirements of different stakeholders for designing and developing data intelligence platform.
- 3.2.19 Provide support or directly engage in developing and implementing innovative solutions to health care problems. The solutions will be created with a strong anchoring into robust business-models to promote ongoing revision, improvement, on-boarding, servicing, training and assessment of their use.
- 3.2.20 Provide mentoring support for joint events and incubation programs as per mutual agreement between the parties.
- 3.2.21 To ensure optimal use of apps/applications and data resources, support to organize capacity building initiatives that will include both online and offline outcomes. Some of the online content will be created in a manner that permit ongoing and convenient access to high quality and context-sensitive content. The offline content will be also developed to ensure both practical and long-term knowledge-building. For both short-term and long-term capacity efforts all content will be jointly vetted between a2i and DGHS and content will be developed in a manner which allow periodic review, update, and long-term use.
- 3.2.22 Support to develop concept note/ project proposal in line with Data and SDGs to initiate new projects.
- 3.2.23 Provide collaborative & technical support in e-health related services.
- 3.2.24 Support to develop promotional content and publicity.
- 3.2.25 Assign a focal person to work with DGHS.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

All rights, title and interest in and to all products and initiatives shall belong to both parties including without limitation all copyrights and other intellectual property rights therein.

#### **5. CONTENT LIABILITY**

- 5.1. All Parties will take active and reasonable effort to ensure the authenticity, copyright or validity of the content supplied to one another and to its subscribers while providing the services.
- 5.2. None of the Parties shall be liable in full or part for the authenticity, copyright, intellectual property rights or validity of the content provided by any of other Parties for the use of any software, programs or other contents in providing the services.
- 5.3. All Parties will indemnify and keep indemnified and hold free and harmless the other parties against all liabilities, claims, damages, loss and proceedings arising out of or in any way connected with the services.

#### **6. PUBLICATION, RESEARCH AND DEVELOPMENT**

All parties will coordinate and jointly manage research, documentation and publication if necessary.

#### **7. EFFECTIVE DATE, VALIDITY AND RENEWAL**

This MoU will be effective from **15 June 2020 to 3 years** from the effective date in the first phase. This MoU can further be extended subject to the concurrence and at the discretion of all the parties

and if not extended for a further period as the case may be this MoU shall automatically stand dissolved.

#### **8. AMENDMENTS**

At any time during the validity of this MoU, all the parties may mutually agree to modify or amend the existing framework or requirement of this MoU as circumstances demand. No amendment, renewal or modification to this MoU shall be effective unless it is in writing and signed by duly authorized representatives of all parties.

#### **9. TERMINATION OF AGREEMENT**

All parties may terminate this agreement by giving the other parties 3 (three) calendar month written notice.

#### **10. POST TERMINATION**

The termination of this agreement shall be without prejudice to any pre-existing obligations of both parties including the payment of all services by the other parties up to the date of termination.

#### **11. LIABILITY**

**11.1.** The parties shall have the right to temporarily suspend the services in a whole or in part during the repair, maintenance or for any other circumstances beyond their control. Either party will need to give prior written notice to another party so that it can suspend promotion during that period and also inform the customer support accordingly.

**11.2.** None of the parties shall be subject to any liability or responsibility for any of the other party or to any other party resulting from any reason or cause whatsoever under the agreement including but not limited to defamatory or unlawful news or content publication, non-transmission or non-receipt of any services or delay, failure or mistake in the transmission of any information through the service whether such failure, delay or mistake shall arise from accident, omission, default, negligence or any other act of the said party, its employees of agents.

#### **12. ASSIGNMENT**

No right or liabilities under this agreement may be assigned, transferred, conveyed or otherwise disposed by any party to any other party without the prior written consent of all parties.

#### **13. FORCE MAJEURE**

None of the parties shall be under any liability for any loss or damage resulting from delay, failure to perform this agreement either in whole or in part where such delay or failure shall be due to a cause beyond its responsible control, including but not limited to, wars, the threat of imminent wars, riots, other act of civil disobedience insurrection, act of God, restraints imposed by government or any other supernatural or due to industrial or trade disputes, fires, explosion, storms, floods, lightings, earthquakes and other natural calamities.

#### **14. NOTICE**

Any notice, demand, request or report to be given or made hereunder shall be given or made in writing by letter, fax and shall be deemed to have been delivered or given; 7 (seven) working days after posting; in the case of fax and email twenty-four (24) hours after dispatch, provided always that if the deemed delivery date shall not be a normal business day at the location of the addressee then the delivery shall be deemed to take place on the first normal business day then following. The notice, demand, request or report shall be given or made at the address of the addressee stated hereunder or at such other address as such Party shall have designated by notice in writing to the other Party hereto.

#### **15. FUND DISBURSEMENT AND AUDIT**

In order to implement the agreed activities, both parties can receive funds from both organizations based on discussion (if requires). Receiver department/institutes of the organization will be liable to preserve relevant documents (bills, vouchers) for future audit and will submit necessary document as per requirement.

An appropriate annexure signed by relevant fund recipient department/institutes of the organization will be included with the MoU whenever any disbursement issue arises.

#### **16. ADDRESS**

**For the First Party:**

The Directorate General of Health Services  
Swastha Bhabhan, TB Gate  
Mohakhali, Dhaka

**For the second Party:**

Aspire to innovate (a2i) Programme  
ICT Tower, Agargaon Administrative Area,  
Sher-e-Bangla Nagar, Dhaka – 1207.

**17. NON-WAIVER**

Failure or delay on the part of the parties hereto to exercise any right, power or remedy under this agreement shall not operate as a waiver thereof. The rights, and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies under law.

**18. CONFIDENTIALITY**

Each Party shall treat this MoU and all non-public information, whether commercial, technical, financial or of whatever nature, obtained from the other Party under this MoU as confidential, and shall not use or disclose the same, or permit its use or disclosure, by any persons or entities, other than its employees and professional advisors who need to know such information to assist in performing their duties under this MoU, without the prior written consent of the other Party who discloses such information. Each Party shall use its best efforts and take all appropriate steps to ensure compliance with this clause on the part of their present and future directors, officers and employees, during and after their term of employment. No Party shall make any public announcement regarding this MoU or the transactions contemplated hereby without the prior written consent of the other Parties, which shall not be withheld unreasonably, if asked for.

**19. NON -EXCLUSIVITY**

This MoU does not restrict both the Parties to enter into Agreement or MoU with other organization at any time for the same or similar purposes.

**20. PUBLICITY AND USE OF NAMES, LOGOS AND TRADEMARKS**

Nothing in this MoU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MoU or any product or service resulting from activities contemplated by this MoU, without prior written approval of an authorized representative of the other Party.

Output produced under this agreement such as any text or computer based materials, user manual, monitoring & evaluation framework, research report, websites, among others will bear the logos of DGHS, a2i, the Government of the People's Republic of Bangladesh, ICT Division and UNDP Bangladesh during the valid tenure of this MoU which is based on the prior written consent from each other.

Nothing in this MoU is intended to restrict either Party from disclosing the existence of any nature of this MoU or from including the existence of and nature of this MoU in the routine reporting of its activities.

**21. MISCELLANEOUS**

Non-binding: This Memorandum of Understanding is non-binding. This Memorandum of Understanding expresses the parties' current intentions. All legally binding commitments require a written agreement signed by the committing party.

**IN WITNESSES WHEREOF** the parties have hereinto caused this MoU to be executed in the respective names by their duly authorized representatives on the date herein before mentioned.

<p>Signed By duly authorized on behalf of DGHS</p> <p><i>u.a. hasan</i></p> <p><b>Dr. Md. Aminul Haque</b>  <b>Prof. Dr. Mohammad Abul Kalam Azad</b>      Director-General <del>General Hospital</del>      Directorate General of Health Services</p>	<p>Signed By duly authorized on behalf of a2i</p> <p><i>Salina Pervez</i></p> <p><b>Salina Pervez</b>      Joint Secretary and Acting Project Director      Aspire to Innovate (a2i) Programme</p>
<p>Witness</p>	<p>Witness</p>
<p>Witness on behalf of DGHS</p> <p><i>[Signature]</i></p> <p>অধ্যাপক ডাঃ আবুল কালাম আজাদ      মহা-পরিচালক      স্বাস্থ্য অধিদপ্তর, মহাখালী, ঢাকা।</p>	<p>Witness on behalf of a2i</p> <p><i>Anir Chowdhury</i></p> <p><b>Anir Chowdhury</b>      Policy Advisor      Aspire to Innovate (a2i) Programme</p>
<p>Witness on behalf of Health Services Management (HSM)</p> <p><i>[Signature]</i></p> <p><b>Dr. Md. Khurshid Alam</b>      Line Director      Hospital Services Management (HSM)      DGHS, Mohakhali, Dhaka.</p>	<p>Witness on behalf of Data Innovation, a2i</p> <p><i>[Signature]</i></p> <p><b>Dr. Ramiz Uddin</b>      Head of Results Management &amp; Data      Aspire to Innovate (a2i) Programme</p>
<p>Witness on behalf of CDC</p>	<p>Witness on behalf of Digital Service Accelerator, a2i</p> <p><i>[Signature]</i></p> <p><b>Forhad Zahid Shaikh</b>      Chief e-Governance Strategist      Aspire to Innovate (a2i) Programme</p>
<p>Witness on behalf of IEDCR</p> <p><i>Sabrina Flora</i></p> <p><b>Prof. Dr. Meerjady Sabrina Flora</b>      MBBS, MPH, PhD, FAIMER Fellow      Director      Institute of Epidemiology, Disease Control &amp; Research (IEDCR)      Mohakhali, Dhaka</p>	<p>Witness on behalf of Social Innovation, a2i</p> <p><i>[Signature]</i></p> <p><b>Manik Mahmud</b>      Head of Social Innovation &amp; Operation      Cluster      Aspire to Innovate (a2i) Programme</p>
<p>Witness on behalf of <del>MIS</del> A2i <i>[Signature]</i></p>	<p>Witness on behalf of iLab, a2i</p> <p><i>[Signature]</i></p> <p><b>Faruq Ahmed Jewel</b>      Head of Technology, i-Lab      Aspire to Innovate (a2i) Programme</p>