

MEMORANDUM OF UNDERSTANDING

by and between



**ALI YAVAR JUNG NATIONAL INSTITUTE OF SPEECH AND HEARING DISABILITIES,
(DIVYANGJAN), AYJNISHD(D) MUMBAI-400050,**

AND



**GOA UNIVERSITY,
Taleigao Plateau, Goa- 403 206**

AND



STATE COMMISSIONER FOR PERSON WITH DISABILITY IN THE STATE OF GOA.

for

establishing Extension Counter of AYJNISHD(D), Mumbai at Goa University



गोवा GOA

Date 6/5/2024 Serial No. 3288

874984

Discr. of stamps... No. Value 500/-

Name of Purchaser... Registrar, Goa University

Residence... Taleigao

Sign. of Purchaser.....

Vendor: Casa Naik Panaji Goa

LIC No. 1/88 dtd: 26/2/1988

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ('MoU') between **Ali Yavar Jung National Institute of Speech And Hearing Disabilities, [AYJNISHD (D)]** Mumbai-400 050 represented herein through its Officiating Director, Shri Dr. Raju Arakh, major age, having its registered office at 12, KC Marg, Rajiv Gandhi Nagar, Santosh Nagar, Bandra West, Mumbai, Maharashtra 400050 hereinafter referred to as "First Party" or **AYJNISHD(D)**" which expression shall mean and include its representatives, executors, administrators and assigns and **Goa University**, Goa represented herein through its Registrar, Prof. V. S. Nadkarni, major in age, having its registered Office at Administrative

Block, Taleigao Plateau, Goa - 403206 hereinafter referred to as "Second Party' or **GU**" which expression shall mean and include its representatives, executors, administrators and assigns & **Office of the State Commissioner for Persons with Disability (SCPwD, Goa)** in the State of Goa represented through its State Commissioner for Person with Disability Shri Guruprasad R. Pawaskar, major in age, having its registered Office at 2nd Floor, Building 'B', New Market Complex, Goa Housing Board, Porvorim, Goa - 403521 hereinafter referred as to "Third Party' or **SCPwD, GOA**" which expression shall mean and include its representatives, executors, administrators and assigns.

Preamble:

This MoU is to provide an overview of the role, responsibilities and obligations of each of the parties to establish the Extension Counter of Ali Yavar Jung National Institute of Speech and Hearing Disabilities, Mumbai in the State of Goa leading to establishment of Composite Rehabilitation Centre (CRC) in the State of Goa.

Description of the Parties:

Ali Yavar Jung National Institute of Speech and Hearing Disabilities, **AYJNISHD (D)** Mumbai under instructions from Hon'ble Secretary, Government of India, Ministry of Social Justice and Empowerment (MSJ&E) establish the Extension Counter of **AYJNISHD (D)** Mumbai, in the State of Goa leading to establishment of CRC in the State of Goa. In order to implement this, **AYJNISHD (D)** agrees to work with the Goa University, Goa and Office of the State Commissioner for Persons with Disability in the State of Goa, by setting up an Extension Counter at the initial stage leading to CRC for persons with disabilities at Goa which will be managed by the implementing agency till such time the Government of India decides otherwise.

AND

The Goa University is a State University and autonomous body set up as per Goa University Act, 1984 and Office of the State Commissioner for Persons with Disability in the State Government of Goa acts as a nodal agency for matters pertaining to collaboration by providing space to implement setting up the Extension Counter at the initial stage leading to Composite Rehabilitation Centre for persons with disabilities at Goa. The vision of the

'GU' & 'SCPwD, GOA' is to build an inclusive society in with equal opportunities for the growth and development of persons with disabilities in the state of Goa, so that they can lead productive, safe and dignified lives. 'GU' & 'SCPwD, GOA' will facilitate enabling environment that provides such persons with equal opportunities, protection of their rights and enables them to participate as independent and productive members of society.

The present MoU formalizes the cooperation between 'GU' & 'SCPwD, GOA' and **AYJNISHD(D)** as parties in setting up the Extension Counter at the initial stage leading to CRC for persons with disabilities at Goa which will be managed by **AYJNISHD(D)** Mumbai for implementation till such time the Government of India decides otherwise.


NOW THEREFORE the Parties agree as follows:

Article 1: Scope of the MoU

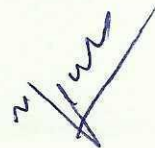
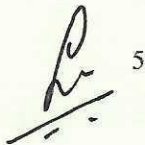
This MoU sets forth the terms and conditions under which the parties shall collaborate in setting up the Extension Counter at the initial stage leading to CRC for persons with disabilities at Goa which will be managed by **AYJNISHD(D)** Mumbai. The project will be known as the 'Extension Counter of **AYJNISHD(D)** Mumbai at Goa University, Goa'. This MoU allocates rights and responsibilities between the Parties in this context.

Article 2: Role and Responsibilities of AYJNISHD(D)

1. The role of **AYJNISHD(D)**, Mumbai is to supplement, augment and strengthen the available support system for the delivery of rehabilitation services to the persons with disabilities in the state of GOA so as to cover as many beneficiaries as possible. **AYJNISHD(D)**, Mumbai will also take the responsibility to extend technical support to the 'GU' & 'SCPwD, GOA' whenever and wherever necessary.
2. The required number of qualified rehabilitation professionals will be identified and positioned at the Extension Counter Of **AYJNISHD(D)**, Mumbai and CRC for Persons with Disabilities in the State of Goa, by **AYJNISHD(D)**, Mumbai. The job, responsibilities and duties of the professionals will be furnished by **AYJNISHD(D)**, Mumbai.



3. It is the responsibility of **AYJNISHD(D)**, to pay the required honorarium for consultancy/specialized services to be rendered by the professionals. The professionals will be engaged on contract on consultancy basis. It is the responsibility of **AYJNISHD(D)**, Mumbai to see that the performance of the rehabilitation professionals is monitored and kept at high levels in order to deliver services effectively to the persons with disabilities.
4. Both camp and center-based delivery of services will be adopted by **AYJNISHD(D)**, Mumbai in collaboration with '**GU**' & '**SCPwD, GOA**' Goa state to identify the beneficiaries and ensure delivery of services including supply of aids and appliances. The Community Based Rehabilitation (CBR) Services will also be encouraged.
5. While the beneficiaries are being identified **AYJNISHD(D)**, Mumbai is responsible to create the registry of the disabled persons along with all the details which will be available to the **GU** & **SCPwD, GOA**, Goa state on request. During the delivery of services, the support and assistance given to the persons with disabilities by the State Commissioner for Disabilities and his Office of Goa State Govt. or any other Departments will be strengthened by the establishment of The Extension Counter Of **AYJNISHD(D)**, Mumbai leading to a CRC for Persons with Disabilities in the State of Goa.
6. The **AYJNISHD(D)**, Mumbai will strive to achieve the objectives as laid down in the Extension Counter Of **AYJNISHD(D)**, Mumbai leading to a CRC for Persons with Disabilities in the State of Goa for which the '**GU**' & '**SCPwD, GOA**' of Goa state will extend all necessary help. **AYJNISHD(D)**, Mumbai will undertake the responsibility to make/procure and supply the required aids and appliances etc., to the beneficiaries under the ADIP Scheme of Govt. of India.
7. It is the responsibility of **AYJNISHD(D)**, Mumbai to establish Audiometry room, Fitment Workshop with the machines and equipment as per the requirement at the place provided by the Goa University. The cost of the machines and equipment will be borne by **AYJNISHD(D)**, Mumbai for this purpose with the funds of Government of India.
8. Any furnishing of the space provided by the **GU** will be carried out by



AYJNISHD(D) at their cost.

Article 3: Role and Responsibilities of Goa University, Goa.

1. The role of the Goa University is to identify space for the Extension Counter Of **AYJNISHD(D)**, Mumbai and CRC for Persons with Disabilities in the State of Goa for successful implementation of the programs. It is understood that the responsibility of the **GU**, Goa is to provide suitable space for office, manpower development and workshop premises for running the Extension Counter Of **AYJNISHD(D)**, Mumbai leading to CRC for Persons with Disabilities in the State of Goa.
2. Goa University shall not charge any fees for the space provided. However, the ownership of the space/building provided for this purpose shall continue to remain with the Goa University and no other party to this MoU shall have any claim whatsoever for the same.
3. Goa University shall make required academic arrangements like syllabus, rules & Regulations for running the courses, conduct of examination and declaration of results as per the guidelines of Rehabilitation Council of India (RCI).
4. Students enrolling for the award of such Degrees and Diplomas shall pay necessary academic fees to the Goa University.
5. Providing Guest house accommodation on payment to the visiting officials of **AYJNISHD(D)**, Mumbai will be the responsibility of the **GU & SCPwD, GOA** of the state of Goa.

Article 4: Role and Responsibilities of SCPWD, GOA of the state of Goa.

1. It is the responsibility Office of the State Commissioner for Persons with Disability in the State of Goa, to Coordinate and provide assistance in terms of vehicle and manpower to **AYJNISHD(D)**, Mumbai in organizing camps for the purpose of identification of the beneficiaries and for providing the required rehabilitation services to persons with disabilities.




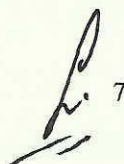
2. It is the responsibility of the **SCPwD, GOA** of the state of Goa to ensure medical services of various medical professionals like Orthopedic Surgeon, ENT Specialist, Ophthalmologist, etc. at the Extension Counter Of **AYJNISHD(D)**, Mumbai.
3. It is the responsibility of the **SCPwD, GOA** of the state of Goa to extend support and coordination for the training programs of Anganwadi Workers, Officials from Health Welfare, Education, Employment, and other concerned departments.
4. It is understood that the State Government of Goa and Office of the State Commissioner for Persons with Disability will extend help and assistance to the officials of **AYJNISHD(D)**, Mumbai as and when they have any specific requirements in the activities relating to the implementation of Extension Counter Of **AYJNISHD(D)**, Mumbai leading to CRC for persons with disabilities in the State of Goa within the domain area decided by Government of India.

Article5: Duration of and amendments in the Memorandum of Understanding

1. The duration of this MoU will be for a period of Five (5) years from the date of signing.
2. This MoU may be amended at any time by the mutual agreement of the Parties. All amendments must be in writing and be duly signed by all the Parties.
3. This MoU may be extended based on a joint decision by the Parties. Any extension must be in writing.
4. The Parties may, at any time, intimate written notice of their intention to terminate this MoU. The notice period for termination of this MoU stands at 1 (one) month from the date of written communication of intent to terminate.

Article 6: Representation

1. Representative of **SCPwD, GOA** of the state of Goa: Commissioner of Disabilities, Goa State will be the point of contact for **SCPwD, GOA** of the state of Goa.



2. Representative of **GU**: Dean, Manohar Parrikar School, Goa University will be the point of contact for GU.
3. Representative of **AYJNISHD(D)**, Mumbai: Dr Raju Arakh, Director Officiating **AYJNISHD(D)**, Mumbai-50 will be the point of contact for **AYJNISHD(D)**.
4. Each Party may remove and replace its representative / point of contact at any time by giving written notice to the other party and stating the name of the replacement representative / point of contact.

Article 7: Settlement of Dispute

Normally it is expected that no dispute will arise in the assignment. Should any dispute arise, the same shall be amicably settled by the Dispute Resolution Committee constituted by all the parties to this MoU. The Dispute Resolution Committee shall consist of senior representatives of the **GU** who shall be nominated by the Vice-Chancellor of the GU, Officiating Director of **AYJNISHD(D)**, and by the State Commissioner for Persons with Disability (**SCPwD, GOA**). The decision of the Dispute Resolution Committee shall be final and binding on all the parties.

Article 8: Jurisdiction

This MoU will be governed by and construed in accordance with the Laws of India and the Parties hereto submit to the exclusive jurisdiction of the Courts in Goa at Panaji.

Article 9: Signed in Triplicates

This MoU is executed in triplicates with each copy being an official version of the MoU and having equal legal validity, one of which has been retained by each party.

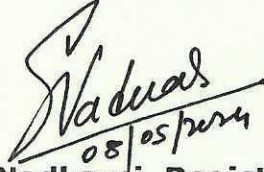


NOW IN WITNESS WHEREOF, the officials representing **AYJNISHD(D)** Mumbai and **GU & SCPWD, GOA** of the state of Goa do hereby append their signatures with seal on this 8th day of May, Two Thousand Twenty-Four as on token of their acceptance of the Memorandum of Understanding (MOU).



**Dr. Raju Arakh, Officiating Director
For and on behalf of Ali Yavar Jung
National Institute of Speech and
Hearing Disabilities (Divyanjan),
Bandra West, Mumbai-50**

Seal:



Prof. V. S. Nadkarni, Registrar

For and behalf of Goa University

**Taleigao Plateau – Goa
REGISTRAR
Goa University
Taleigao Plateau-Goa.**

Seal:



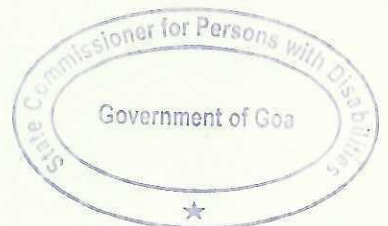
Shri. Guruprasad Pawaskar, State Commissioner

For and on behalf of Office of the State Commissioner

for Persons with Disability - Goa

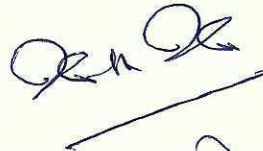
Seal:

**Guruprasad R. Pawaskar
State Commissioner
For Persons with Disabilities
Government of Goa**

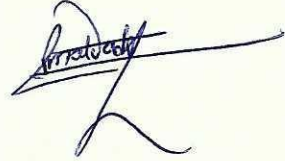


Witnesses:

1. Dr. Matthew Marinho P.S.




2. Harshwardhan S. Malwade
Agnishidh (D) Mumbai



1.  (R. S. Gad)

2.  (Ashwin V. Lowande)

1. Dusiga U. Naik 

2. Ninette Rita Sireina 