

**B. K. L. WALAWALKAR RURAL MEDICAL COLLEGE**

At Kasarwadi, Post Sewarda, Taluka Chiplun,  
Dist. Ratnagiri - 415606, Maharashtra State, INDIA  
Tel. : +91 02355 264636 / 264637  
Fax : +91 02355 264693 Email : info@bklwrmc.com  
Website : www.walawalkarmedicalcollege.com  
www.bklwrmc.com

**Index**

SR NO	Year of commencement of the MoU	Title of the MoU	Page No
1	2022	Biomedical Waste Disposal Contract	1
2	2022	DR-TB Center( Contribution in national Program through Public Private patnership)	2-9
3	2021	DR-TB Center ( Contribution in national Program through Public Private patnership)	10-15
4	2021	ART CENTER ( Contribution in national Program through Public Private patnership)	16-18
5	2021	Agreement for providing Equipment	19-24
6	2021	Covid-RT-PCR	25-34
7	2021	R. P. GOGATE COLLEGE OF ARTS AND SCIENCE & R.V.JOGALEKAR COLLEGE OF COMMERCE, RATNAGIRI	35-40
8	2021	NATIONAL BLINDNESS CONTROL PROGRAM	41-45
9	2021	Biomedical Waste Disposal Contract	46-47
10	2020	Indian Cancer Society-cancer cure fund	48-65
11	2020	Indian Institute of Science Education and Research, Pune (IISER)	66-75
12	2020	Service level aggrement for MJPAY & PMJAY	76-85
13	2020	Service level agremet "Manorama software"	86-89
14	2020	Hindu Society of Ottawa-Carleton (HSOC) : MoU for supporting health care for the poor backward social segment	90-94

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SR NO	Year of commencement of the MoU	Title of the MoU	Page No
15	2019	Bhat Biotech	95-110
16	2019	Service level agreement (for Implementation and monitoring of PMJAY & MJAY Schemes )	111-117
17	2019	VPM's Maharshi Parshuram College of Engineering, Velneshwar	118-124
18	2019	Moving Academy of Medicine and Biomedicine (MAMB)	125-131
19	2019	Agreement for operation of Mobile medical unit	132-140
20	2018	ACADEMIC COLLABORATION AGREEMENT	141-168
21	2017	Indian Cooperative Oncology Network (ICON Trust)	169-173
22	2017	PPP-ICTC( Contribution in national Program through Public Private partnership)	174-184
23	2009, 2015	TATA Memorial Center (activities and MoU)	185-229

**MBHM**COMMON BIO-MEDICAL  
WASTE TREATMENT FACILITY**M**  
MAHARASHTRA BIO-HYGENIC MANAGEMENT  
**M**

# महाराष्ट्र

## बायो-हायजेनिक मॅनेजमेंट,

**प्रमाणपत्र**रजि नं.:  
HS0062355Tआस्थापनाचे नांव: मुस. व्ही.जे.सी.टी. बी.के. मुल.वालावलकर हॉस्पिटल बेडची संख्या: सहाशे फक्त.पत्ता: सावडीता. चिपळूण, जि. रत्नागिरी.डॉक्टरांचे नांव: सुवर्णा पाटिल.प्रफुल्ल मुस. गोडबोले.

या हॉस्पिटल / ~~डे केअर सेंटर~~ / ~~क्लिनिक~~ / ~~पॅथॉलॉजी लॅबोरेटरी~~ / ~~आय क्लिनिक~~ / ~~डेंटल क्लिनिक~~ / ~~मेडिकल सेंटर~~ / ~~डायग्नोस्टिक सेंटर~~ / ~~ब्लड बँक~~ मध्ये उत्पन्न होणारा जैव वैद्यकीय कचरा व्यवस्थापन व हाताळणी नियम २०१६ प्रमाणे व्यवस्थापन करण्यासाठी उपरोक्त संस्थेच्या प्रकल्पावर नेला जातो.

टीप :

- दि. 01/06/2022 ते 31/05/2023 पर्यंत हे प्रमाणपत्र वैध राहिल.
- जैविक कचरा उपरोक्त संस्थेस दिला जाणार नाही किंवा देणेचा बंद केला तर या प्रमाणपत्राची वैधता रद्द केली जाईल व तात्काळ संबंधीत प्रशासनाला सूचना दिल्या जातील.

**महाराष्ट्र बायो-हायजेनिक मॅनेजमेंट**

जैव वैद्यकीय कचरा निर्मुलन प्रकल्प

कार्यालय : महाराष्ट्र बायो-हायजेनिक मॅनेजमेंट, लोटे-परशुराम, ता. खेड, जि. रत्नागिरी

फोन नं.: (०२३५६)२७२६७६, ८६९८९३२६७६



महाराष्ट्र MAHARASHTRA

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Shri Vithairao Joshi Charities Trust  
B.K.L. Wadgaonkar Rural Medical College  
Kasarwadi, At-Post-Sawarde, Tal. Chiplun  
12 JUL 2022

श्री. विठ्ठलराव कादर साठारवादी  
अधिकारी  
दि. 12 जुल 2022

### Memorandum of Understanding

### National Tuberculosis Elimination Programme

Memorandum of Understanding (MoU) for the participation of Non-Governmental Organizations (NGOs)/Private Providers/PPP Partner

This MOU is executed on between the District TB Society, Ratnagiri having its office at Civil Hospital Compound, Ratnagiri, acting through its Secretary – District TB Officer, District TB Society Ratnagiri (Hereinafter called “the Grantor, which expression shall unless exclude by or repugnant to the context include its successors in-interest, executors, administrators and legal representatives) And Medical Director, B.K.L. Walawalkar Rural Medical college, Sawarde hence forth referred to as PPP Partner, having its office at Dervan, Sawarde, Taluka – Chiplun, Ratnagiri acting through its (Hereinafter called “the Grantee”, which expression shall unless excluded by or repugnant to the context include its successors it, interest, executors, administrators and legal representatives).

WHEREAS the Grantor plans to implement “NTEP (National TB Elimination Programme) the partnership option

- 1) DRTB Center (Indoor)
- 2) Pre Treatment Evaluation and Follow up Investigation Through the Grantee

AND WHEREAS the Grantor has agreed to engage the services of the Grantee, subject to terms and as hereunder:

- 1) The activities would be implemented in the District of Ratnagiri.

In the State/s / Union Territory of Maharashtra for performance of the following activities in accordance with NTEP policy,

## 2) Project Location

The PPP Partner would be providing the services as specified above at the following location/ (s) as decided in consultation with concerned DTO

- a. Urban/Rural: Urban and Rural
- b. District/ TU/ Block/(s): Ratnagiri  
Urban Wards/ Panchayats covered: Ratnagiri District
- c. Population Covered: 14,97,562

## 3) Period of Co-operation:

The PPP Partner agrees to perform all activities outlined in the guideline for partnerships in above mentioned area. The duration of cooperation will be from **01/04/2022 to 31/03/2023** or the day of the starting the activity / function whichever is later.

Contract will normally be signed for a period of two year, renewable every year as per

the needs of the programme, subject to satisfactory performance. The contract can be terminated by the District Health Society/ or the PPP Partner any time with one month prior notice. The contract will automatically end on the last day of the contract if not renewed.

**4) Terms, conditions and specific services during the period of the MOU.**

- i) **A) The District TB Society Ratnagiri shall** (please strike out whichever is not applicable)
- Provide financial and material support to the NGO/ PP for carrying out the activities as mentioned in the partnership guideline.
  - Provide relevant copy of technical guidelines, updates, manuals & circulars, etc.
  - Periodically review the performance and activities being undertaken by the NGO/ PP Partner
- ii) Grantee should be tertiary care hospital with the pulmonologist who will be available round the clock.
- iii) Separate designated clinic for DR TB patient management should be available and comply with the National Guidelines for air-born infection control for outpatient settings.
- iv) Relevant specialist like pulmonologist, physician, Psychiatrists, Dermatologist, gynecologist, pediatrician, orthopedics, radiologist, Pathology, Surgery, ICTC etc should be available.
- v) DR TB committee to be formed with the above group of doctors.
- vi) To renovate (in keeping with the National Airborne Infection Control guideline and National Guidelines for programmatic Management of Drug Resistance TB Provided for the purpose) and designate special clinic area designated for DR TB patients Service with earmarked well ventilated preferably open air waiting area separate from other waiting areas away from clinic managing immune suppressed and venerable cases where the patients who will be eligible to avail DR TB service under NTEP will be fast tracked, segregated and counseled in accordance with NTEP Guidelines.
- vii) Doctors and Nursing staff should be available from institute round the clock consultation services made available, if required by the patients.
- viii) Management of adverse drug reaction (ADRs) as per DR TB guidelines.
- ix) The diagnostic services to be provided by the partner organization would include.
- x) Grantee shall submit one copy of Patients discharge card, Refer form, Investigation reports along with voucher and patient wise bill to NTEP Supervisors (STS Kamthe and DPS) on monthly basis. Grantee shall Keep photocopy copy of voucher with themselves.
- xi) Records and Reports to be maintained for DRTB patient's registration, follow up, Referral or Transfer (if required) of patients as per guideline update the same on the day basis on

Nikshay portal website. ([www.nikshay.in](http://www.nikshay.in))

- xii) The Grantee cannot deny services to any eligible patient from the geographical area assign to the center and transfer in patient of district.
- xiii) Management of DR TB patients is to be done as per NTEP guideline.
- xiv) Anti TB drugs will be provided from NTEP, DTC Ratnagiri Which has to be updated on NikshayAushadhi portal by pharmacist of grantee.
- xv) The performance review of PPM partner would be done quarterly or whenever Chairman district TB society orders, so in case lack of satisfactory performance the contract may be terminated by either party with one month written notice.
- xvi) Monthly patient wise reporting should be done by grantee to DTC, Ratnagiri. The reporting must include annexure 15H, annexure 1 OPD case paper, admission paper, discharge card, investigation reports and detailed patient wise bill. All the monthly reports will be verified by DPS and Accountant DTC at District Tuberculosis Center Ratnagiri.
- xvii) Grantee shall maintain records of patient and vouchers in a format mentioned in Annexure 1 and submit it to District TB Officer and email to [dtomhrtg@nntep.org](mailto:dtomhrtg@nntep.org) at the end of Month.
- xviii) Grantee is here by informed that vouchers submitted by the grantee to NTEP for reimbursement will be validated with monthly reports submitted by Grantee. Payment will be made against validated vouchers, from District Tuberculosis center Ratnagiri.
- xix) Vouchers are valid for the DR TB patients during time period of contract.
- xx) Grantee shall provide bank account details (Bank Passbook) for payment against the X-ray testing done. District Integrated Health and Family Welfare Society (TB), Ratnagiri District Will settle all payments through PFMS Software.
- xxi) The Treatment service must be provided to DR TB and ADR patients without interruption during the period of MOU.
- xxii) Grantor is not willing to do service for DR TB patients from grantee, shall not have any objection if for any reason if the grantee fails to provide DR TB services and grantor has to procure to services from other party then expenses for such services will be beared by grantee.

**B) The NGO/Private Provider / PPP Partner will:-**

- i. Perform all activities as agreed upon and signed under the partnership option MOU.
- ii. Maintain adequate documentation of as per NTEP policy which is mentioned under the partnership option. On completion of tasks in the said project the Grantee will furnish to the Grantor a copy of an administrative /yearly report covering the details of project activities and studies undertaken by it. The Grantor shall have a right to

call upon the Grantee to furnish such additional supplementary reports, or other documents, papers or writing as in the opinion of the Grantor are necessary or proper in connection with completion of the project.

- iii. Get commodity assistance as per guideline.
- iv. The Grantee shall not delegate, transfer or assign sublet this MOU in whole or in part or otherwise, the obligations under this MOU to any person, firm or company or any other institution/ organization without obtaining the prior written approval of the grantor.
- v. Investigation and Other Charges

A) Pre treatment Evaluation

Sr No	Test Name	Charges
1	LIVER FUNCTION TEST	225
2	CBC	135
3	ECG	50
4	BLOOD SUGER RANDOM	25
5	X ray Chest	60
	TOTAL	495

Note: other essential test required as per norms under pretest evaluation were also carried when patient was hospitalized.

b) During admitted in DR -TB Centre

SR NO	NAME OF TEST	CHARGES
1	Specialist Consultation OPD	135
2	Specialist Consultation IPD	270
3	Psychiatric Evaluation (If needed)	150
4	Ophthalmologic Evaluation (If needed)	150
5	Surgical Evaluations (If needed)	150
6	Bed Charges per day (General ward)	225



7	ICU Charges per day (with Oxygen )	3000
8	Ventilator Charges (NIV/PCV/) Charges per Hour	531
9	Complete Blood Count	135
10	Blood Sugar	25
11	Liver Function Test	225
12	Blood Urea Nitrogen	54
13	Serum Creatinine	55
14	Thyroid Function Test ( TSH,T3,T4)	200
15	Urine Routine Microscopy	39
16	Chest X-Ray	60
17	Serum Electrolytes (Na, K, Mg, Ca)	230
18	Serum Proteins (Albumin, Globulin Total Proteins ,Alb/Glo Ratio)	68
19	ECG with QTC Interval	50
20	Urine Pregnancy Test	65
21	Audiometric	300
22	HbA1c	130
23	USG Abdominal	300
24	CT Scan Chest - without contrast (for lungs	1700
25	IV Fluid	150
26	Intracath	100
27	Meal Charges Per day (including 1 Morning Breakfast & 2 time Meals)	200
28	Serum Lipase	130
29	Sr Amylase	105
30	Renal Function test	225
31	Culture and sensitivity by Vitek 2 : Blood/sputum/Fluids etc	500
32	Centerline insertion	125
33	ICD insertion	125

34	SARS COV Antigen	100
35	Hepatitis C virus (HCV)	128
36	Hepatitis B surface antigen (HBsAg)	102
37	LIPD PROFILE	200
	TOTAL	10437

- vi. For those patients who have taken benefit of the DRTB center scheme and their bill is more than approved tender bill amount 10437 /- but less than state grant approved rates of 10500/- their bill will be paid by society through DR TB center schemes. If in case of such patients bill amount is more than 10500/- or if patients needs admission more than once and total bill amount is exceeding state approved 10500/- then the **excess** amount of bill more than 10500/- will have to be adjusted through social security schemes like MJPJAY, PMJAY or through CSR funds of grantee as per discussion of DRTB Committee of Medical College with Hon. CEO (Chairman, District TB Society, Ratnagiri) ZP Ratnagiri dated on 27/09/2021.
- vii. For those patients who are getting benefit of Pre-treatment evaluation and follow up investigation scheme for OPD basis treatment during the course of Koch's treatment (e.g. for (ADR) Adverse Drug reaction and amount of bill up to 500/- will be paid under the scheme. If patients bill for OPD basis treatment exceeding 500/- the excess amount will have to be adjusted through social security schemes like Mahatma Jyotirao Phule Jan Arogya Yojana (MJPJAY) or through Corporate Social Responsibility (CSR) funds of grantee.

#### 5) Grievance Redressed Mechanism

All grievances will be addressed within a period of thirty days by DTO of the concerned district. Final decision will rest with District TB Society Ratnagiri. Annual review would be a platform for addressing grievance of PPM partners.

#### 6) Right over Information/data

All documents, information, statistics and data collected by the Grantee in the discharge of the obligation under the MOU incidental or related to it (whether or not submitted to the Grantor) shall be the joint property of the Grantor, and the Grantee cannot be shared with anyone without permission of Chairman District TB Society Ratnagiri.

#### 7) Indemnity

The Grantee hereby agrees to always keep the Grantor indemnified and harmless from all claims /demands / action and proceedings which may arise by reason of any activity undertaken by Grantee if the activity is not in accordance with the approved guidelines.

This MOU shall be enforceable in courts situated at Ratnagiri, Maharashtra any suit or application for enforcement of the above shall be filed in the competent court at Ratnagiri, Maharashtra and no other district of Maharashtra or outside Maharashtra shall have any Jurisdiction in the matter.  
If any case regarding partnership between grantee and granter is taken to the court of law all the expanses of grantor shall be beared by Grantee.

8) Necessary approval of State Health Society has been obtained: Yes/ No/

Not applicable.

9) Enclosures:

Copy of the NGO-PP Guideline.



Signature of DTO  
District Tuberculosis Officer,  
Ratnagiri



Signature of authorized signatory  
(On behalf of the NGO/PP)



Signature of Chairman,  
(District T.B. Society Ratnagiri)

Chief Executive Officer  
Zilla Parishad Ratnagiri.



महाराष्ट्र MAHARASHTRA

2016

Z 339243

रस्ताचा बकारा/ अनुसंधे उपाय	
दस्त नोंदणी करणारा अर्थात का	
नोंदणी होणारा असाधारण सामान विभागाक फावतालच्या नांव	
विद्यकाची रचना	
बोबदला रक्कम	
मुद्रांक किती पैसे/रुपये	
मुद्रांक पत्र/मुद्रांक कागद	
इस्त अर्थात/अर्थात/अर्थात/अर्थात	श्री रमेश भास्कर कर्ना देव
मुद्रांक/मुद्रांक	400/-
मुद्रांक/मुद्रांक	21 OCT 2021
मुद्रांक/मुद्रांक	
परवानाधारक मुद्रांक किती पैसे/रुपये	
परवाना क्रमांक/क्रमांक	2/43 तहसिल जाणार विद्यका

उप क्रमांकावर अधिकारी  
विषयक  
13 OCT 2021

**Memorandum of Understanding**

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2) **Project Location**

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- b. District/ TU/ Block/(s) Ratnagiri  
Urban Wards/ Panchayats covered: Ratnagiri District
- c. Population Covered: 180,4514

3) **Period of Co-operation:**

The PPP Partner agrees to perform all activities outlined in the guideline for partnerships in above mentioned area. The duration of cooperation will be from 22/10/2021 to 31/03/2022 or the day of the starting the activity / function whichever is later.

Contract will normally be signed for a period of two year, renewable every year as per the needs of the programme, subject to satisfactory performance. The contract can be terminated by the District Health Society/ or the PPP Partner any time with one month prior notice. The contract will automatically end on the last day of the contract if not renewed.

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- iii. Get commodity assistance as per guideline.
- iv. The Grantee shall not delegate, transfer or assign sublet this MOU in whole or in part or otherwise, the obligations under this MOU to any person, firm or company or any other institution/ organization without obtaining the prior written approval of the grantor.
- v. Investigation and Other Charges

1	Complete Blood Count	130
2	Blood Sugar	25
3	Liver Function Test	275
4	Blood Urea Nitrogen	55
5	Serum Creatinine	56
6	Thyroid Function Test ( TSH,T3,T4)	213
7	Urine Routine Microscopy	39
8	Chest X-Ray	70
9	Serum Electrolytes (Na, K, Mg, Ca)	130
10	Serum Proteins (Albumin, Globulin Total Proteins)	21
11	ECG with QTC Interval	75
12	Urine Pregnancy Test	69
13	Audiometric	300
14	Psychiatric Evaluation (If needed)	150
15	Ophthalmologic Evaluation (If needed)	150
16	Surgical Evaluations (If needed)	150

17	Bed Charges per day (General ward)	225
18	Specialist Consultation	150
19	ICU Charges per day (with Oxygen )	3230
20	Ventilator Charges (NIV/PCV/ Charges per Hour	100
21	HbA1c	165
22	USG Abdominal	300
23	HRCT Chest	2000
24	IV Fluid	150
25	Intracath	100
26	Meal Charges Per day (including 1 Morning Breakfast & 2 time Meals)	170
	TOTAL	8498

vi. For those patients who have taken benefit of the DRTB center scheme and their bill is more than approved tender bill amount 8498 but less than state grant approved rates of 10500/- their bill will be paid by society through DR TB center schemes. If in case of such patients bill amount is more than 10500/- or if patients needs admission more than once and total bill amount is exceeding state approved 10500/- then the **excess** amount of bill more than 10500/- will have to be adjusted through social security schemes like MJPJAY, PMJAY or through CSR funds of grantee as per discussion of DRTB Committee of Medical College with Hon. CEO (Chairman, District TB Society, Ratnagiri) ZP Ratnagiri dated on 27/09/2021.

vii. For those patients who are getting benefit of Pre-treatment evaluation and follow up investigation scheme for OPD basis treatment during the course of Koch's treatment (e.g. for (ADR) Adverse Drug reaction and amount of bill up to 500/- will be paid under the scheme. If patients bill for OPD basis treatment exceeding 500/- the excess amount will have to be adjusted through social security schemes like Mahatma Jyotirao Phule Jan Arogya Yojana (MJPJAY) or through Corporate Social Responsibility (CSR) funds of grantee.

#### 5) Grievance Redressed Mechanism

All grievances will be addressed within a period of thirty days by DTO of the concerned district. Final decision will rest with District TB Society Ratnagiri. Annual review would be a platform for addressing grievance of PPM partners.

#### 6) Right over Information/data

All documents, information, statistics and data collected by the Grantee in the discharge of the obligation under the MOU incidental or related to it (whether or not submitted to the Grantor) shall be the joint property of the Grantor, and the Grantee cannot be shared with anyone without permission of Chairman District TB Society Ratnagiri.

#### 7) Indemnity

The Grantee hereby agrees to always keep the Grantor indemnified and harmless from all claims /demands / action and proceedings which may arise by reason of any activity undertaken by Grantee if the activity is not in accordance with the approved guidelines.

This MOU shall be enforceable in courts situated at Ratnagiri, Maharashtra any suit or application for enforcement of the above shall be filed in the competent court at Ratnagiri, Maharashtra and no other district of Maharashtra or outside Maharashtra shall have any Jurisdiction in the matter. If any case regarding partnership between grantee and grantor is taken to the court of law all the

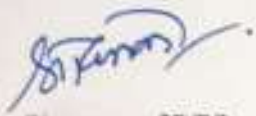


expenses of grantor shall be beared by Grantee.

8) **Necessary approval of State Health Society has been obtained:** Yes/ No/ Not applicable.

9) **Enclosures:**

Copy of the NGO-PP Guideline.



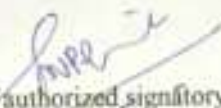
Signature of DTO  
(On behalf of the respective DHS)

*D.S.S. Desai*

**Member Secretary**

**District T. B. Officer,**

**District T. B. Control Society Ratnagiri**



Signature of authorized signatory  
(On behalf of the NGO/PP)



Signature of chairman,  
(District T.B. Society Ratnagiri)

**Chief Executive Officer,**  
**Zilla Parishad, Ratnagiri.**

Shri Vitthalrao Joshi Charities Trust's

## B. K. L. WALAWALKAR RURAL MEDICAL COLLEGE



At Kasarwad, Post Sawarda, Taluka Chiplun,  
Dist. Ratnagiri - 415608, Maharashtra State, INDIA  
Tel. : +91 02355 264636 / 264637  
Fax : +91 02355 264693 Email : info@bklwmc.com  
Website : www.walawalkarmedicalcollege.com  
www.bklwmc.com

DATE: 21/10/2021

### Undertaking by Private Medical Colleges for Operationalization of Antiretroviral Therapy (ART) Centers

Certificate /Undertaking given by **B.K.L WALAWALKAR RURAL MEDICAL COLLEGE & HOPSITAL DERVAN, TAL CHIPLUN DISTRICT RATNAGIRI**, in reference to National AIDS control Organization's letter no : T-11020/87/2006NACO(ART) Dated on 2 December 2019,  
(Approval for establishing ART CENTER under public private partnership in **B .K.L WALAWALKAR RURAL MEDICAL COLLEGE & HOPSITAL DERVAN**)

We undertake that our Institute namely **B.K.L WALAWALKAR RURAL MEDICAL COLLEGE & HOPSITAL DERVAN** agrees to abide by roles of Private Medical College laid in above mentioned letter.

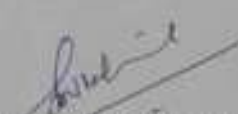
1. We certify that our institute shall provide Infrastructure and Human resources for ART center as per Operational guidelines of ART services issued by NACO.
2. We certify that our institute shall provide all health services related to provision of ART & Treatment of Opportunistic infection, Free of cost to patient who required treatment.
3. We certify that all the Rules & Regulations would be followed & prescribed documents will be maintained as per the Operational Guidelines for ART Services.
4. We certify that our institute not engaged in any corrupt practices.

## B. K. L. WALAWALKAR RURAL MEDICAL COLLEGE



At Kasarwadi, Post Sawarde, Taluka Chiplun,  
Dist. Ratnagiri - 415606, Maharashtra State, INDIA  
Tel. : +91 02355 264636 / 264637  
Fax : +91 02355 264693 Email : info@bklwrmc.com  
Website : www.walawalkarmedicalcollege.com  
www.bklwrmc.com

5. We undertake that Antiretroviral drugs(ARVs) made available by State AIDS Control Society under National AIDS Control Programme shall not be used for any purpose other than for People Living with HIV Registered in our PPP-ART center.
6. .In case of dispensing ARVs to PLHIV from other ARTC/State/Country, Institute would seek approval on case to case basis from SACS/NACO.
7. .Any violation of this shall be ground for unilateral discontinuation of ART Center by state AIDS control society with one month notice.
8. We shall follow the provisions under HIV/AIDS Prevention & Control Act 2017 & on any ground, No PLHIV shall face stigma & discrimination at our Institute.
9. We undertake that our institute shall follow National AIDS control Programme's "Guidelines on Confidentiality of data of protected person under HIV/AIDS Prevention & Control Act 2017".
10. We shall respect the Autonomy & Privacy of patients, obtained written informed consent from the patients before initiating ART & maintained confidentiality of the patients.
11. We shall regularly report SACS/NACO in prescribed formats.

  
Signed & sealed for & on behalf of B.K.L WALAWALKAR RURAL MEDICAL COLLEGE &  
HOSPITAL DERVAN by Medical Director

**Director**  
B.K.L.Walawalkar Rural Medical College.  
Sawarde, Kasarwadi, Pin - 415606

T-11020/87/2006NACO(ART)  
Government of India  
Ministry of Health and Family Welfare  
National AIDS Control Organization  
(Care, Support & Treatment Division)

6<sup>th</sup> & 9<sup>th</sup> Floor, Chandralok Building,  
36 Janpath, New Delhi- 110001  
Dated: 2<sup>nd</sup> December 2019

To,

**The Project Director  
Maharashtra State AIDS Control Society**

**Subject: Approval for Establishing ART Center under Public Private Partnership (PPP) mode in BKL Walawalkar Rural Medical College & Hospital, Sawarde, Ratnagiri, Maharashtra.**

Dear Sir/Madam


This is with reference to establishing PPP ART Centers in BKL Walawalkar Rural Medical College & Hospital, Sawarde, Ratnagiri, Maharashtra with the approval of competent authority.

For the ART Center, roles of National AIDS Control Organization and Medical College shall be as follows:

National AIDS Control Program	Private Medical College
Provide ARV drugs	Provide Infrastructure and Human resources for ART Center
Provide CD4 testing and Viral load testing for people living with HIV through linkages with existing laboratories under NACP	Shall follow the National Operational and Technical Guidelines for ART Services and M&E tools provided by NACO.
Provide trainings of staff of ART Centers	Shall provide all health services related to provision of ART and treatment of opportunistic infection, free of cost to patients who require treatment.
Provide regular updates on Guidelines	
Shall provide technical support through concerned State AIDS Control Society (SACS) for establishment as well as functioning of ART center	Shall report to NACO in prescribed formats at prescribed intervals.

You are requested to ensure that, the ART center's functioning should be as per the National Operational and Technical Guidelines of ART Services. Besides, documentation at the ART center and timely reporting to NACO in prescribed formats need to be done as per guidelines.

Yours Faithfully,

  
**Dr. Naresh Goel**  
DDG (CST)

Copy to:

- BKL Walawalkar Rural Medical College & Hospital, Sawarde, Ratnagiri
- JD (CST)- Maharashtra SACS

Copy for Information:

- PPS to SS & DG NACO
- PS to JS NACO

\*27/07/2021

**\*BKL Walawalkar Hospital, Diagnostic and Research Center** of Shree Vithalrao Joshi Charities Trust, A/P Sawarde, Taluka-Chiplun, District- Ratnagiri, Maharashtra, 415606. Cell no.9921251695, director.bklwrmc@gmail.com , AABTS7103H , 27AABTS7103H1ZK

**Sub: Letter agreement for providing Equipment**

\*Dr.Suvarna Patil ,Medical Director

Give Foundation, a Section 25 company under the Companies Act, 1956 with its registered office at 704/J, Indraprasth Towers, Nr. Drive in Cinema, Suvidha Nagar CHS Ltd., Thaltej, Ahmedabad, Gujarat 380054, and head office at 1st floor, Rigel, No. 15-19, Doddanekkundi, Marathahalli Outer Ring Road, Bengaluru, Karnataka-560037 ("**GiveIndia**") is a not-for-profit organisation working with the mission of alleviating poverty, and is undertaking several activities to provide relief and support healthcare access to COVID-19 affected communities and individuals.

Pursuant to this philanthropic objective, Give India is undertaking a charitable project ("**Project**") that responds to India's public health emergency by supporting healthcare service providing organizations including hospitals, COVID Care Centers, isolation facilities, quarantine facilities, makeshift healthcare facilities and other similar organizations in augmenting the existing healthcare infrastructure, available medical equipment, supplies, and inventories for use in treatment, provision of medical services and cure of COVID-19 patients ("**Beneficiaries**").

**\*BKL Walawalakar Hospital, diagnostic and research center** has represented that it is competent and authorized under applicable law to operate and provide healthcare and medical services through its facility at \*A/P Sawarde, Taluka- Chiplun, Dist. Ratnagiri, Maharashtra, 415606 to Beneficiaries, and has approached Give India to support them in their efforts to provide treatment, medical services and care to Beneficiaries by providing \* **188 hospital beds** the involved equipment ("**Equipment**").

Give India is desirous of collaborating with and supporting the Hospital as a step towards implementation of the Project in accordance with the terms and conditions stated herein below ("**Agreement**"):

**1. Modus:** Give India shall raise a purchase order on Arcatron Mobility, Sector no. 21, Plot No. 63, Opposite Ranna Hospital, Yamunanagar, Nigdi, Pune 411044 (*add name of vendor*) for procuring Equipment as per details mentioned in Schedule I of this Agreement. The Equipment shall be provided to the Hospital's facility as indicated in the face of this Agreement as per delivery terms and conditions of the vendor. Relevant tracking details and updates may be provided by Give India, or the vendor, or any Give India partnering organisation (if any) to the Hospital's authorised representative. Once the Equipment is delivered at the facility and confirmation is received by Give India from the vendor or Give India's designated partner, Give India shall make payments as Project expenses towards the cost of the Equipment inclusive of taxes and other shipment, freight, other levies and delivery expenses. The Hospital acknowledges that providing the Equipment in the manner as stated herein is not as consideration for any goods or services provided directly or indirectly to Give India, or for any preferential treatment for Give India, and is a voluntary charitable action on part of Give India towards implementation of the Project.

**2. Purpose:** The Hospital has been provided the Equipment for the purpose of providing medical services and treatment of Beneficiaries as part of the Project. It and its Representatives shall use the Equipment with diligence, professionalism and care as part of its own healthcare infrastructure. It shall use the Equipment as per prevalent industry practices and as per Equipment requirements and specifications.

Give India shall not be responsible for providing any service level assistance, training or other services for using the Equipment. It will allow only trained personnel and staff to use the Equipment, and ensure that they exercise due care in their handling, storage, and any other manner of dealing with the Equipment. Under no circumstance, the Hospital shall use the Equipment for commercial purposes, revenue generation, making profits, and no cost shall be charged by the Hospital for use of the Equipment in providing medical services to the Beneficiary. The Hospital undertakes that it shall not create any pledge, lien, encumbrance or third-party interest in the Equipment, or utilize the Equipment in any manner other than the purpose identified in this Agreement.

**3. No warranty:** Give India is providing the Equipment on an "as-is where is" basis, and any harm resulting from the use of whole or parts of the Equipment is solely at the risk and responsibility of the Hospital. Give India does not make any representation or warranty, express or implied, direct or indirect, in connection with the Equipment or the constituents/assemblies thereof, including but not limited to the (a) authenticity or legitimacy of the Equipment, (b) the quality, condition, merchantability, non-infringement, design, function or operation of the Equipment or the material used therein or workmanship thereof, and (c) authority, constitution, competence, or qualification under applicable law of the manufacturer of the Equipment and the vendor through which the Equipment was procured.

**4. Damage:** If the Equipment is damaged or any other defect occurs in the Equipment after delivery as per this Agreement, the Hospital shall immediately notify Give India in writing over e-mail about such damage or defect with specific details, and no later than 24 hours from the time when the damage or defect is identified by the Hospital. The Hospital shall be responsible for rectifying the defect or damage to the Equipment either under the warranty cover or at its own cost and expense. If the defect or damage is not covered under the warranty cover from the manufacturer/vendor, the Hospital undertakes that it shall at its own cost and expense rectify the defect or damage [through the third-party vendor as identified by Give India.

**5. Representations and warranties:** The Hospital has represented the following:

- (a) it has the requisite power and authority to execute this Agreement and to perform its obligations;
- (b) this Agreement upon signing shall constitute a legal, valid and binding contract, enforceable as per the terms contained herein;
- (c) the execution of this Agreement does not violate, nor is inconsistent with any provision in its charter documents, applicable law, prior contractual obligations, or any other binding agreement to which it is privy;
- (d) it or its employees, officers, contractors, consultants, personnel, agents, or any other representative ("Representatives") shall not act or omit to act in any manner, directly or indirectly, with or without intention, which may result in adversely affecting Give India's reputation, and the Project;
- (e) it has secured and shall at all time during the subsistence of this Agreement maintain valid permits and licenses under applicable law, including no-objections and approvals from local bodies for its operations and specifically for providing services to the Beneficiaries;
- (f) the Equipment shall be dealt with and operated with appropriately qualified and trained personnel acting with due skill, care, and diligence;
- (g) it has in place reasonable security practices required under applicable law to store, process and deal with personal information of any natural person as per applicable law, and shall at all times ensure the adequacy of such practices so as to prevent any unauthorized disclosure or breach of applicable data protection law;
- (h) it and its Representatives are not convicted of a criminal offense under applicable law;
- (i) it and its Representatives have not been and are not likely to be investigated or subjected to, nor do they deal/transact/or work with any entity/individual/jurisdiction that has been subjected to any sanctions, fines, trade restrictions, other economic and financial prohibitions, or blacklisting by any government agency in India, the Office of Foreign Assets Control (United States of America), the Interpol, the United Nations and its agencies, or any other domestic or international intelligence body;

- (j) no government body or agency is investigating, nor is there a likelihood of any investigation being initiated against the Hospital, its related entities or its Representatives for breach of applicable law;
- (k) it or its related entities are not associated with any organization which is political or religious or sectarian in nature;
- (l) it is not subject to any court or other order/restrictions which restrict its ability to enter into this Agreement and/or to receive and utilize the Equipment and provide medical services; and
- (m) each of the representations and warranties are true, accurate and not misleading in any manner.

**6. Obligations:** The Hospital undertakes that it shall (a) not directly or indirectly engage in activities that are or can be construed as political lobbying, acting as agents in government tenders, making political contributions in cash or kind, affiliation to any political, religious or other sectarian ideologies and practices, money laundering activities, dealing and transacting with entities/individuals/association of people sanctioned/blacklisted/being investigated by Indian government, the Office of Foreign Assets Control (United States of America), the Interpol, United Nations and its organizations and/or any government intelligence agency; (b) pro-actively notify Give India of any potential or actual breach by its Representatives of this Agreement, applicable law, and undertake corrective and remedial steps to redress such breach; (c) maintain all documents and records pertaining to this Agreement including but not limited to hindrance registers, cash books, accounts, activity reports, correspondences, and other similar documents; (d) maintain adequate infrastructure including equipment, supply stocks, logistics arrangement, other facilities and IT infrastructure for performance of this Agreement in a seamless manner; (e) not discriminate against Beneficiaries based on race, religion, sex, caste, occupation, colour, age, disability, orientation, or any other discriminatory factor, nor harass the beneficiaries in any manner; (f) provide such documents, reports, accounts and other information as may be required by Give India from time to time to enable assessment of compliance with this Agreement and Applicable Law; (g) while dealing with government officials, agencies, and employees as well as local authorities, governance bodies, panchayats and gram sabhas exhibit ethical and legal conduct; (h) ensure that supplies and services to the Beneficiaries are of good quality and standard and fit for use/consumption, and (i) maintain the types and levels of insurance sufficient to cover its obligations under this Agreement.

**7. Compliance with anti-corruption laws:** The Hospital and its Representatives shall at all times comply with applicable anti-corruption and anti-money laundering laws including but not limited to Indian Prevention of Corruption Act, UK Bribery Act, US Foreign Corrupt Practices Act, Medical Council Ethics Regulations, and Prevention of Money Laundering Act. Neither the Hospital, nor anyone acting on its behalf, shall pay, offer to pay or give money or anything of value to or for the benefit of any government official (including directors, ministers, office bearers, contractors, employees, agents, staff, consultants, advisers, or representative of government-owned entities such as tax authorities, local government bodies, departments, ministries, public sector undertakings, and any other government authority), for the purpose of (a) influencing such government official to take (or omit to take) any action or decision, (b) inducing such government official to use his or her influence to affect any act or decision, or (c) securing any improper advantage.

**8. Evaluation and audit rights:** Give India shall have the right to monitor and evaluate the use of the Equipment directly or through any third party contractor or partner organization from time to time through such means as it deems fit and necessary including but not limited to (a) physical visit and inspection by its team members or partner organizations with/without prior notice to the Hospital facility, (b) collection of copies of documents and information relevant for the evaluation process, and (c) audit of the Hospital's operations including books and records, finances, inventory, facilities, and other information as is required to ascertain compliance with this Agreement and applicable law. Upon evaluation or audit, if Give India reasonably believes that this Agreement or applicable law has been breached, it can require the Hospital to remediate the breach within 15 days, failing which Give India shall

be entitled to terminate this Agreement, seek indemnity, and avail other relief under applicable law and equity. If Give India reasonably believes that the equipment is not being used in the capacity of this agreement, Give India shall have the right to take back the equipment with a notice of 15 days to the Hospital.

**9. Disclaimer and limitation of liability:** Give India, its officers, directors, employees, agents, or other representatives shall in no event or under any circumstance be liable for any claim whatsoever by or through the Hospital, its affiliates, officers, employees, consultants, agents, or other representatives, or any other patient, or any third party for any defect, nonconformity, infringement, violation of law, issues or problems with the Equipment, any damage, liability, loss, cost or expense of any kind or nature (including without limitation any direct, indirect, special, consequential, or incidental damage or losses, or any adverse health outcome, injury, death or disability) directly or indirectly arising out of, or relating to the provision to and consequent use of the Equipment by the Hospital.

Notwithstanding anything elsewhere in this Agreement, it is agreed and accepted by the Parties that Give India's willingness to provide the Equipment is a voluntary and discretionary act, and Give India at its sole discretion may decide not to provide and such decision of Give India shall be binding on the Parties. In such a situation, Give India shall not be liable for any consequence arising thereof.

**10. Indemnity:** The Hospital hereby undertakes that it shall indemnify Give India, its officers, donors, employees, consultants, advisers, agents, third-party contracting parties from any loss, damage, claim, compensation, demand, penalty, fine that is incurred or likely to be incurred due to actions or omissions of the Hospital, personnel, management, consultants, healthcare professionals, or any other representative, including but not limited to any claims made by patients for medical negligence, non-compliance with applicable law, or breach of the terms of this letter-cum-undertaking. Indemnity shall not be the sole remedy for Give India, and it shall be entitled to avail other remedies under applicable law and equity.

**11. Confidentiality:** Any information provided by Give India to the Hospital including the terms of this Agreement shall be treated as confidential information (unless such information is already available in public domain but not due to breach of this confidentiality obligation) which shall not be disclosed to any third party, except as required under applicable law. Upon termination or expiry of Term, the Hospital shall destroy all confidential information provided by Give India.

**12. IPR:** The Hospital shall have no right or authority to use any intellectual property, whether registered or not, including but not limited to marks, brands, logos, image, digital files, technology, codes, software, data sets, documents, copyright, design, layout, trade secret, knowhow or other proprietary information that is provided by Give India for any purpose whatsoever, without obtaining prior consent of Give India.

**13. Termination:** This Agreement shall be valid for a period of 1 year ("Term"). However, Give India shall have the right to terminate this Agreement prior to delivery of the Equipment or expiry of the Term by providing 15 days' notice in writing for any reason whatsoever, except where there is a breach, in which case, Give India shall have the right to terminate this Agreement without any notice. Post-termination for any reason whatsoever, clauses 3, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive, and the Hospital shall provide a written confirmation that it has not breached confidentiality obligations or used Give India's intellectual property or other proprietary information in any manner other than what is permitted under this Agreement.

**14. Governing law & dispute resolution:** This Agreement shall be governed by Indian laws, without regard to its conflict of law provisions and all disputes arising out of or in relation to interpretation, implementation, performance or validity of this Agreement shall be adjudicated by courts in Bangalore.



**15. Notice:** Unless otherwise provided in this Agreement, all notices sent to Give India shall be in writing, and shall be deemed to have been given on the date such notice is **(a)** received by e-mail sent to covid@giveindia.org, or **(b)** 5 business days from date of dispatch of physical notice through nationally recognized postal service or courier. Such notices shall be sent at 1st floor, Rigel, No. 15-19, Doddanekkundi, Marathahalli Outer Ring Road, Bengaluru, Karnataka-560037. Any notice sent by Give India to the Hospital at the address mentioned on the front page shall be deemed received and delivered within 5 business days from the date of dispatch and if emailed, will be deemed received immediately.

**16. Nature of relationship:** Give India and the Hospital are entering into this arrangement on a principal-to-principal basis and under no circumstance anything in this Agreement shall be construed to create employer-employee, principal-agent, or any such other relationship between the Parties.

**17. Force Majeure:** Give India shall not be responsible for non-delivery or any other obligation under this letter agreement if such failure is due to circumstances outside the control of Give India including lockdown, curfew, natural or manmade disaster, pandemic, epidemic, change in law, act of God, emergency, strike, riots, lockouts, inter-state border restrictions, or any government authority direction.

**18. Waiver:** A Clause or a right created under this Agreement may not be waived except in writing signed on behalf of the Party granting the waiver. The failure of a Party to prosecute its rights with respect to a default or breach hereunder shall not constitute a waiver of the right to enforce its rights with respect to the same or any other breach under Applicable Law.

**19. Severability:** If any Clause of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall be rendered only to such Clause or part of such Clause; and remaining part of such Clause and all other Clauses of this Agreement shall continue to be in full force and effect.

**20. Assignment:** The Hospital shall not assign any of its rights or obligations under this Agreement without the prior written notice to Give India.

**21. Amendments:** Any amendment, modification, alteration, change, addition or deletion in this Agreement shall be done by mutual consent of the Parties in writing and such amendment, modification, alteration, change, addition or deletion shall form part of this Agreement.

If you agree to the terms, please provide us a counter-signed copy of this Agreement for us to proceed further.

**For Give Foundation**

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\*B.K.L. Walawalkar Hospital, diagnostic and Research Center,

**For Hospital**

I, in my capacity as the authorized representative of \* Dr. Suvarna Patil, Medical Director, have read and understood the terms of this letter which upon my signature shall become a binding contract for the Hospital. I represent that I have full capacity to enter into this arrangement with Give Foundation for and on behalf of the Hospital. I hereby provide my consent to this letter Agreement with my free will, with intent to make them legally binding on the Hospital.

# Give Foundation

Corporate Office: No.15, Rigul Building, Marolbhayli Outer Ring Road, DeShmekkundi, Bangalore - 560037



\*Dr. Suvarna N. Patil, Medical Director, 9921251695, 27.07.2021





महाराष्ट्र MAHARASHTRA

2020

XM 856387



स्वतंत्र प्रकार/ अनुसूचित क्रमांक MOU  
का नोंदणी करणार आहेत का? होय/नाही  
पेशगी होणार असल्यास दुय्यम निबंधक कार्यालयचे नोंद-  
शिल्लकीचे वर्ग-  
वेळता रक्कम-  
पुस्तक क्रमांक/ लेखकाचे नांव- बाबा बलराज हास्यीराज उड्डाण  
दुसऱ्या पक्षाच्या नांव- डि.रा.रा.अ. वि. शिक्षण, रत्नागरी  
हस्तोत्तराच्या तारीख नोंद व पत्ता- युकीठ रोड  
मुद्रित शब्द रक्कम- १००  
मुद्रित शब्दांचे नोंद वही अनु. क्रमांक/दिनांक- १५/०६/२१  
पुस्तक विकत घेणाऱ्याची सही- [Signature]

16 JUL 2021

स्वतंत्राधारक प्रमुक्त जिल्हाधी सही-  
मनमोक तारीख मुद्रांक विक्रीचे ठिकाण/नांव व पत्ता- अविजय जयवंत रोड  
**MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made at Ratnagiri on this 20<sup>th</sup> day of June, 2021:  
**BETWEEN:**  
Department of Public Health, Ratnagiri represented by CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI [hereinafter referred to as the ["Health Services"], which expression unless repugnant to the context shall mean and include its successors in interest and authorized representatives) of the FIRST PART;  
AND  
BKL Walawalkar Rural Medical College, Sawarde, a college under Shree Vithalrao Joshi Charities Trust and having its registered office at C/28, Suyash Apartments, Near Amar Hind Mandal, Gokhale Road (N), Dadar, Mumbai and administrative office at A/P

[Signature]      [Signature]      [Signature]

Sawarde, Taluka – Chiplun, Dist. Ratnagiri, Maharashtra, 415606 (hereinafter referred to as the Service provider, which expression, unless repugnant to the context, shall mean and include its successors in interest, permitted assigns and authorized representatives) duly represented by its Medical Director Dr. Suvarna Patil.

(CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI and Service Provider are hereinafter collectively referred to as the "Parties" and individually as "Party". Also in the document BKL Walawalkar Rural Medical College, Sawarde, is referred to as "Service Provider").

**WHEREAS:**

- A. Service Provider has the expertise and resources to provide COVID-19 testing services and has a COVID-19 RTPCR laboratory which is NABL accredited with ISO 15189:2012 and approved by ICMR.
- B. CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI desire to collaborate with Service Provider to provide COVID-19 Testing at Ratnagiri District to test population against COVID-19 infection and Service Provider desires to provide such COVID-19 Testing in the Districts for those individuals upon the terms and conditions as contained in the MoU hereinafter.

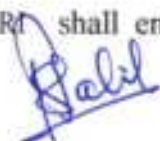
NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES AND MUTUAL PROMISES HEREIN CONTAINED, AND INTENDING TO BE BOUND LEGALLY HEREBY, THE PARTIES AGREE AS FOLLOWS:

1. **Appointment:** In view of the testing facilities being provided by Service Provider, CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI hereby appoints and agrees that Service Provider shall provide COVID 19 Testing by RT PCR Testing at BKL Walawalkar Rural Medical College, Sawarde, as may be agreed by the Parties in the Ratnagiri District. CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI shall ensure that all necessary approvals for setting up the Laboratory are provided to the Service Provider. For the effective implementation of the MOU, each Party shall designate a person to act as coordinator, who shall be responsible for the arrangement and implementation of co-operation under this MOU.
2. **Test Quantities:** At the onset of the contract term, the Laboratory deputed by Service Provider at



the Testing Sites should have a capacity to perform maximum 500 COVID-19 RT PCR Tests per day. It is agreed and acknowledged that the CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI is obligated to pay Service Provider for minimum monthly average of 500 samples per day.

3. **Specimen Collection:** CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI facilities shall perform or arrange for the collection of specimens at the testing sites that will be sent to BKL Walawalkar Rural Medical College, Sawarde, for the COVID-19 Test. The specimen for testing would be collected in accordance with the standard operating procedure laid down under ICMR Guidelines or any such standard operating procedure that may be laid down by the Ministry of Health, Government of India. The specimens shall be made available from Monday to Saturday (Sunday will be holiday). Specimens may be delivered to Laboratory daily during the Work Week between 8:30 am and 5:00 pm. Specimens may be delivered to the BKL Walawalkar Rural Medical College, Sawarde, outside of this schedule by making advance arrangements.
4. **Testing Facilities:** Service Provider shall provide the COVID 19 RT PCR testing Laboratory in Ratnagiri District as decided by CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI at BKL Walawalkar Rural Medical College, Sawarde, (testing site) with following features:
  - a. Daily Testing Capacity of maximum 500 tests per day
  - b. by RT-PCR kits being used are ICMR approved;
  - c. Biosafety Level 2 Containment, that is, the facility comes fitted in a 40-feet container, with a HEPA Filtered exhaust system that protects the environment from viral contamination;
  - d. Air conditioning;
  - e. Compatible for internal power generation (in-house generator) or external grid power supply;
  - f. Reporting is undertaken via secured cloud platform, wherein, users are provided uniqueusername and passwords for downloading of reports; and
  - g. Adhere to all bio-waste management norms;
  - h. Availability of Power Back.
5. **Pre-Testing Responsibilities:** In advance of each testing day, CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI shall ensure



that each eligible individual: (i) has consented to testing and (ii) has consented to the sharing the following information with Service Provider for registration purposes: name, date of birth, sex, address, phone number, and any other information as may be reasonably required to conduct the tests and prepare the report.

6. **Responsibilities of CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI:** shall ensure that Service Provider is provided with the following facilities at the Testing Site namely,
- a. Room at the Testing Sites to store PPE Kits and such other medical consumables and disposable waste;
  - b. Basic facilities for the Service Provider designated staff such as toilets, drinking water etc.
  - c. Electric Supply to mobile Van /laboratory as required.
  - d. Result reporting on hospital letterhead and SRF generation in ICMR portal

7. **Laboratory Accreditations and Approvals:** The COVID RTPCR Laboratory at BKL Walawalkar Rural Medical College, Sawarde, deployed for testing by Service Provider is NABL accredited with ISO certification and approved by ICMR. The solution enables RT PCR Testing for COVID 19 with a reporting time frame of 24 hours.

8. **Turn Around Time:** Turnaround time for delivering laboratory test results to Covid Facility and portal/email designated by **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** shall not exceed 24 hours from the time of specimen receipt at the BKL Walawalkar Rural Medical College, Sawarde, Laboratory to the time that a lab report is generated and the test results delivered ("Turn Around Time"). Report of test results shall be uploaded by Service Provider on the portal of ICMR within 24 hours of the samples being delivered at BKL Walawalkar Rural Medical College, Sawarde, Laboratory and to the designated e-mail provided by **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** in connection with the testing.

9. **Reporting :** Service Provider shall submit daily consolidated reports verified by nodal person of Civil Surgeon on site, in a format documenting the aggregate test results to include the number of tests performed and the number of positive results to COVID Facilities/ **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** within Twenty Four hours ( 24 hours) if requested by **CHAIRMAN, DISTRICT**



**DISASTER MANAGEMENT AUTHORITY RATNAGIRI.** Service Provider shall also enter all the test information along with results in ICMR portal and submit a master report detailing the test performed and also include the invoice prepared in accordance with Section 10.

**10. Pricing:**

10.1 Service Provider shall conduct the **testing at Rs.299/-** per test inclusive of applicable taxes. **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** agree and undertakes to pay Service Provider Rs.299/- plus applicable taxes per COVID-19 Test performed, for the samples collected & sent by **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** to the BKL Walawalkar Rural Medical College, Sawarde, for testing, notwithstanding anything else in this MoU. Daily maximum assured volume will be Average 500 tests per day per month.

10.2 Payment will be deducted for tests, which reports received after 24 hours.

10.3 If the daily tests do not reach up to 500 per day for consecutive 7 days, continuation of AAs will be re-evaluated and decision will be taken for discontinuation of services, may be stopped for some days or relocation sites will be considered and binding on the Service Provider.

**11. Invoicing:** Every 15 days ("Reconciliation Period"), Service Provider will reconcile the number of tests actually performed by Service Provider and every 30 days, Service Provider shall submit a detailed written monthly invoice to respective ward assistant / COVID facility specifying amounts due from the **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** for COVID-19 Tests rendered to individuals under this MoU along with the detailed Master Report of tests conducted by Service Provider. **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** shall make payment to Service Provider for the amount of each invoice at the earliest time as possible. These Reports will be as schedule with ICMR request on CV-analytics portal. If differences arise in reported and CV —analytics data then CV-analytics data will be final. Patient's confidential information will not be divulged by the Parties unless required by applicable laws.

**12. Specimen Delivery process & Cut-off Time of the specimen/samples collected by CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI &**

sent to BKL Walawalkar Rural Medical College, Sawarde, for testing:

- 12.1 **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** undertakes that all the specimen collected by them will be as per the ICMR guidelines and shall ensure to send the specimens (samples) to Service Provider within the specified frame of time, along with the corresponding patient data and generation of SRF ID as specified by ICMR at the time of handing over of samples.
- 12.2 Specimens shall be collected daily during the work hours between 8:30 am and 6:00 pm by Civil Hospital Ratnagiri. Emergency contact numbers shall be provided by Civil Hospital Ratnagiri for collecting samples and processing on urgent basis.
13. **Consents & Authorizations:** **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** or its collectors shall obtain all consents and authorizations from individuals as may be required by applicable law to enable Service Provider to perform the COVID-19 Test and report the results thereof to COVID Facility.
14. **Data Entry of Test Ordering Information:** Service Provider shall accurately enter all necessary information regarding COVID-19 Test, including any information required to be submitted and maintained.
15. **Bio-Hazard Laws:** Both the Parties agree to comply with the applicable provisions of bio-hazard laws including the Bio Medical Waste Management Rules, 2016
16. **Indemnity:** To the extent permitted by law, **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** shall defend, indemnify and hold harmless the Service Provider and all of its officers and employees from and against any and all claims, loss, damage, injury, and cost resulting from or arising out of any negligent acts or omissions of the **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** or failure or to perform its obligations in connection with **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI**'s obligations in this Agreement and specifically to make payment to Service Provider for the invoices raised by Service Provider. Service Provider shall defend, indemnify and hold harmless **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** and its officials and employees from and against any and all claims, loss, damage, injury, and cost resulting from or arising out of any negligent acts or





omissions or willful misconduct of Service Provider in connection with Service Provider obligations in this Agreement and all claims, action, proceedings brought against CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI by any of the patients who have been subjected to COVID-19 Testing because any negligent acts or omissions or willful misconduct of Service Provider in connection with the COVID-19 Testing. Anything contained in this clause does not absolve responsibility of Service Provider of accuracy of testing and any consequences arising out of it, which is the sole responsibility of SERVICE PROVIDER.

17. **Miscellaneous:**

- a. The MoU is meant to describe the nature and intentions of Parties to provide affordable COVID- 19 testing to individuals within Ratnagiri District. Name of the provisions of this MoU is intended to create, nor shall be deemed or constructed to create, any relationship between the Parties, and their employees, agents, affiliates, or other representatives, other than that of independent parties contracting with each other for the purpose of effecting the provisions of this MoU. The Parties are not, and shall not servant, joint venture, partnership or employer-employee. Neither Party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other Party, except with the written consent of the other Party as is explicitly provided for herein.
- b. Any other matter not included in this MoU which is necessary for the smooth functioning of the testing shall be finalized among Parties on mutual terms and conditions.
- c. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is allowed only, after seeking explicit prior permission in writing of the owner Party. The Parties shall mutually discuss and agree on the logo, design and other emblems that would be affixed or put on the Mobile Laboratories.
- d. No change can be made to this MoU without written consent and duly signed by all the Parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreements of all the Parties to this MoU concerning the changes. Documents containing such Additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.

- e. All notice required by this MoU shall be deemed given when in writing and delivered personally, sent by overnight delivery services, or deposited in mail, postage prepaid, return receipt requested, addressed to the other Party at the address set forth below or on such other address as the Party may designate in writing in accordance with this Section:

If to,

(1) Department of Public Health, Ratnagiri represented by **CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI** Address:

\_\_\_\_\_

Email:

Contact No.:

(2) BKL Walawalkar Rural Medical College, Sawarde, (Service Provider)

Address: A/P Sawarde, Taluka – Chiplun, Dist. Ratnagiri, Maharashtra, 415606

Email:

Contact No.:

- f. This MoU shall remain valid until Three months (3 months) from the date of its signing, and can be extended on mutual terms and conditions unless terminated earlier by either of the parties.
- g. No delay or failure to require performance of any provision of this MoU shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing and shall apply to the specific instance expressly stated.
- h. This MoU can be terminated by either party after serving 7 days' notice in writing if there is failure/ breach of understanding or default by either parties or for convenience even if there is no breach of the MoU.
- i. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
- j. Parties agree that they will keep all information pursuant to this MoU confidential and shall not disclose to any third person any Confidential Information with respect to the MoU and



programme hereunder. The Parties may disclose the Confidential Information; i) to the extent to which it is required to be disclosed pursuant to applicable law; ii) to the extent to which it specifically permitted by the other Party in writing; iii) to the extent that the Confidential information publicly available; and iv) to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

- k. Through this MoU the Parties affirm their commitment to fulfill and achieve the objectives mutually agreed upon in this MoU.
- l. Either Party shall be excused from non-performance or delay in performance to the extent that such non-performance or delay in performance arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such cases include, but are not limited to, acts of God, the public enemy or terrorism, acts of any government in either its sovereign or contractual capacity, fires, floods, epidemics other than COVID-19, such other epidemic which is more potent in scale and magnitude than COVID-19 strikes. Each Party shall promptly notify the other of any such circumstances and its probable duration as a result of which such party claims its inability to perform this MoU.
- m. Neither Party is liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or related to this MoU, whether grounded in tort (including negligence), strict liability, contract, or otherwise.
- n. This MoU and the provisions contained herein are governed by the laws of India and the courts in Mumbai shall have exclusive jurisdiction over any dispute arising herein. Any dispute or difference arising out of or in connections with this MoU shall be at first instance shall be mutually resolved by the Parties. In the event the Parties are unable to resolve the same, then it shall be finally resolved by referring it to arbitration by a sole arbitrator which is in this cases is the Principal Secretary Public Health Dept Govt of Maharashtra in terms of the Arbitration and Reconciliation Act, 2019 ("Arbitration Act"). The arbitration proceeding shall be held in Mumbai. The arbitration shall be conducted

in English language.

- o. This MoU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- p. This MOU supersedes any MOU made before this with Service Provider Health for Mobile RTPCR labs.
- q. This MoU represents the entire agreement of the Parties and supersedes any previous agreements between the Parties relating to the same subject matter.

IN WITNESS WHEREOF, THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF EFFECTIVE DATE

**CHAIRMAN, DISTRICT DISASTER MANAGEMENT AUTHORITY RATNAGIRI**

For and on behalf of

  
Service Provider

BKL Walawalkar Rural Medical College, Sawarde,  
duly represented by Medical Director Dr. Suvarna Patil.

SVJCT BKL Walawalkar  
Hospital Diagnostic & Research Centre  
Kasarwadi, Sawarde  
Tal. Chiplun, Dist. Ratnagiri



## Memorandum of Understanding

Between

**B.K.L. WALAWALKAR RURAL MEDICAL COLLEGE & HOSPITAL,  
SAWARDE**

And

**R. P. GOGATE COLLEGE OF ARTS AND SCIENCE &  
R.V.JOGALEKAR COLLEGE OF COMMERCE, RATNAGIRI**

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This MEMORANDUM OF UNDERSTANDING [hereinafter MoU] is made and entered into on this 30<sup>th</sup> June 2021 between **B.K.L. Walawalkar Rural Medical College & Hospital, Sawarde, Ratnagiri** [hereinafter BKLW], on the ONE PART and **R. P. Gogate College of Arts and Science & R.V. Jogalekar College of Commerce, Ratnagiri** [hereinafter GCAS], Adv. N.V. Joshi Road, Near District Court, Ratnagiri, Maharashtra, 415612 on the OTHER PART (who for the purpose of this MoU are hereinafter individually referred to as 'PARTY' and collectively referred to as the 'PARTIES').

The PARTIES, having discussed the fields of common research interests and allied activities between the two institutions, have decided to enter into a long-term collaboration in the areas of education, training and research.

WHEREAS **B.K.L. Walawalkar Rural Medical College & Hospital, Sawarde** is involved in research, education and training in all the disciplines of Medicine, Basic Science and allied fields at Sawarde, Ratnagiri. College is providing UG, PG courses to students. College is situated in rural and hilly area. College is recognized by National Medical Commission.

And WHEREAS **R. P. Gogate College of Arts and Science & R.V. Jogalekar College of Commerce, Ratnagiri**, an Institution of higher learning having UG & PG courses in Arts and Science, reaccredited Grade 'A' by NAAC Bangalore, and awarded a status of College with Potential for Excellence by UGC, New Delhi, is involved in the dissemination of knowledge, research and extension.

And WHEREAS it has been considered expedient to agree in writing to participate jointly in undertaking students- and research projects as per the expertise and logistics available with the PARTIES.

Article 1. Objectives

- 1.1 Faculty & student exchange
- 1.2 Sharing of resources and infrastructure
- 1.3 Organization of joint activities in research, co and extra - curricular areas.

Article 2. Areas of Research Cooperation

- 2.1 All Science Departments
- 2.2 Geography
- 2.3 Sociology
- 2.4 Women Development Cell (Women studiescentre)

Article 3. Forms of Cooperation

- 3.1 Joint research projects
- 3.2 Academic projects/ programmes
- 3.3 Seminars, lectures and workshops on topics of mutual interest and relevance
- 3.4 Case studies in women health
- 3.5 On-job training
- 3.6 Joint instrumentation courses

Article 4. Exchange of Information and Research Samples

- 4.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged or arising under the objectives identified under Article 1. The PARTIES shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain.
- 4.2 Samples exchanged between the PARTIES shall not be transferred to any third party for research and commercial purposes and that the unutilized portions of such samples must be sent back to the concerned coordinators identified under Article 6.1.

Article 5. Publications and Intellectual Property Rights

- 5.1 Any research publications and intellectual property rights arising out of the students- and joint research projects shall be jointly published and, when patented, will be jointly and equally owned by *B.K.L. Walawalkar Rural Medical College& Hospital, Sawarde* and *R. P. Gogate College of Arts and Science& R.V. Jogalekar College of Commerce, Ratnagiri.*

- 5.2 The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of both *B.K.L. Walawalkar Rural Medical College & Hospital, Sawarde/R. P. Gogate College of Arts and Science & R.V. Jogalekar College of Commerce, Ratnagiri*, and the expenditure incurred thereof shall be borne jointly and equally by *B.K.L. Walawalkar Rural Medical College & Hospital, Sawarde* and *R. P. Gogate College of Arts and Science & R.V. Jogalekar College of Commerce, Ratnagiri*.
- 5.3 The upfront fee and royalty accrued from licensing of any intellectual property arising from this collaboration to other PARTY/IES shall be shared between the PARTIES, the terms and conditions of which shall be the subject matter of a separate agreement between the PARTIES.
- 5.4 The PARTIES shall not assign any rights and obligations to any third PARTY without consent of the other party.

#### Article 6. Implementation

- 6.1 The PARTIES agree to constitute an Advisory Committee as follows:

Principal- Dr. Vijay D. Dombale	Principal –Dr.P.P.Kulkarni
IQAC coordinator-Dr.Arvind S.Yadav	IQAC coordinator- Dr.S.C.Thakurdesai
MoU coordinator- Dr. Suvarna N.Patil	MoU coordinator- Dr.A.M.Kulkarni
Members – Dr. Netaji R. Patil	Members- Dr.V.V.Bhide
	Ms. Rashmi Bhawe

- 6.2 The Advisory Committee shall meet at least once in a year either at *B.K.L. Walawalkar Rural Medical College & Hospital, Sawarde* or *R. P. Gogate College of Arts and Science & R.V. Jogalekar College of Commerce, Ratnagiri* to review the progress.
- 6.3 Based on the education, training and research requirements of students and staff, the advisory committee shall, in consultation with the faculty and scientists, decide on topics and the mode of cooperation for each of the academic years during the tenure of this cooperation.
- 6.4 The convener and co-convener shall be the contact persons for all the cooperation and other related issues identified in this understanding.

Article 7. Finance

- 7.1 Each PARTY shall bear the respective costs of carrying out the obligations under this agreement. Neither PARTY shall make a claim against the other PARTY for any expenditure unless such expenditure has been agreed upon in writing between the PARTIES.

Article 8. General Provisions

- 8.1 Research instrumentation, infrastructure and library facilities available at the PARTIES work place(s) shall be made available to the scientists, faculty, research scholars and students of the PARTIES. Research instrumentation, infrastructure & resources shall be shared for use in respective centre only under supervision of experts of same institution. Library facilities shall be used for reference purpose in respective centre only, however library lending service shall not be applicable.
- 8.2 The PARTIES shall not use any of the confidential information which is required to be held in confidence for any purpose other than performance of their obligations under this understanding.
- 8.3 The implementation of the areas- and forms of cooperation identified under Articles 2 and 3 shall be subject to the availability and convenience of research students, faculties and infrastructure facilities available at the PARTIES work places.
- 8.4 The PARTY organizing an item of work shall have the nodal responsibility for mobilizing resources and the conduct of such works.
- 8.5 There shall be exchange visits by faculty members for academic and research purposes.
- 8.6 There shall be exchanges of students between both the parties with the convenience of both the parties so that students can be benefitted by the good teachers of both parties.
- 8.7 All questions related to this understanding arising during its term shall be settled by the PARTIES by mutual agreement. The disagreements at the operating level shall be forwarded to the respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified.



8.8 Nothing in this understanding is intended to affect other cooperation or collaboration between the PARTIES.

8.9 All the collaboration activities pursuant to this agreement shall be conducted in accordance with the laws and regulations governing *B.K.L. Walawalkar Rural Medical College & Hospital, Sawarde* and *R. P. Gogate College of Arts and Science & R.V. Jogalekar College of Commerce, Ratnagiri*.

#### Article 9. Entry into Effect and Termination

9.1 This MoU shall become effective on the date it is signed by the PARTIES and shall be **valid for five years**. This understanding may be amended by mutual written agreement and may be terminated at any time by either PARTY upon one month's written notice to the other PARTY.

9.2 All joint activities not completed at the expiration or termination of this agreement may be continued until their completion under the terms of this understanding.

#### Article 10. Amendments

10.1 This MoU represents the entire understanding between the PARTIES and supersedes any and all understandings either oral or written hitherto with respect to the subject matter of this understanding.

10.2 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the PARTIES and specifically stating the same to be an amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/ executed unless otherwise agreed to.

#### Article 11. Assignment

11.1 This MoU is based on the professional competence and expertise of each PARTY and hence neither PARTY shall transfer or assign this agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.

#### Article 12. Non-exclusivity

12.1 The relationship of the PARTIES under this understanding shall be non-exclusive and both PARTIES are free to pursue other agreements or collaborations of any kind. However, when entering into a particular education, training and research agreement,

the participants may agree to limit each PARTY's right to collaborate with others on the specific subject of research.

This MoU has been executed in two originals, one of which has been retained by B.K.L. Walawalkar Rural Medical College & Hospital, Sawarde and the other by R. P. Gogate College of Arts and Science & R.V. Jogalekar College of Commerce, Ratnagiri IN WITNESS WHERE OF, the PARTIES have executed this MoU and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of  
BKLWRMCH, Sawarde

Principal

Name: Dr. Vijay D. Dombale

Seal:



IQAC coordinator:

Name: Dr. Arvind S. Yadav

MoU Coordinator:

Name: Dr. Suvarna N. Patil

Activity Coordinator-

C.V. Jogalekar

Address: BKLWRMCH, Sawarde

For and on behalf of

R. P. Gogate & R.V. Jogalekar College, Ratnagiri

Principal

Name: Dr. P. Kulkarni

Seal:



IQAC coordinator:

Name: Dr. S.C. Thakurdesai

MoU Coordinator:

Name: Dr. Aparna M. Kulkarni

Activity Coordinator-

Address: Gogate-Jogalekar College, Ratnagiri



Shri Vithalrao Joshi Charities Trust's

# B. K. L. WALAWALKAR HOSPITAL, DIAGNOSTIC & RESEARCH CENTRE

ISO 9001: 2008 Certified

Shreekshehra Dervan, Taluka-Chiplun, Dist. Ratnagiri - 415606

Tel.: +91 02355 264137/264149 Fax: +91 02355 264181

Email: info@walawalkarhospital.com Website:www.walawalkarhospital.com

Outward No. SVJCT/BKLWH/ 156/2021

प्रति

दिनांक - १६.०४.२०२१

जिल्हा कार्यक्रम व्यवस्थापक,  
जिल्हा अंधत्व नियंजण कार्यक्रम,  
रत्नागिरी.

विषय. मोफत मोतीखिंदू शस्त्रकीय आणत.....

महोदया

परिल विषयास अनुसरून दि.२९.०३.२०२१ पास सोमवार रत्नागिरी टाइम्स या दैनिकात दिलेल्या जाहिर नोटीसाला अनुसरून जिल्हा अंधत्व नियंजण कार्यक्रम रत्नागिरी यांच्या तर्फे करण्यात येणाऱ्या मोतीखिंदू शस्त्रकीय अ.क.ल.पालावलकर रुग्णालय डेवण तर्फे करणे इच्छित आहे .तरी आम्हाला आपण दिलेल्या नियम व अटी वुसार सक्षम अंधत्व नियंजण कार्यक्रमात सहभागी होण्यास तयार आहोत,शस्त्रक्रिया करण्यासाठी प्रस्ताव सादर करीत आहोत,शस्त्रक्रिया करण्यासाठीचा प्रस्ताव सादर करीत आहोत.

कळावे,

डॉ. सुपर्णा पाटील

16/04/2021

5023 SPES

विषय - मोफत मोतीखिंदू शस्त्रकीय आणत

कार्यालयीन  
अधिकांक

प्रशासकीय  
अधिकारी

विशेष  
निदेशक

डॉ. सुपर्णा पाटील

वैद्यकीय संचालिका

पालावलकर रुग्णालय

डेवण

S. V. J. C. T. S. B.K.L.Walawalkar  
Hospital, Diagnostic & Research Centre  
Shreekshehra Dervan  
Tal -Chiplun Dist. Ratnagiri



महाराष्ट्र MAHARASHTRA

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WE 404095

दस्तावा प्रकार / अनुच्छेद क्रमांक -

दस्त नोंदणी करभार आहेत का?

होय / नाही

नोंदणी होणार असल्याचा दाय्यम निबंधक कार्यालयाचे नांव \_\_\_\_\_

मिळवणीचे वर्णन - \_\_\_\_\_

बोवदला रक्कम - \_\_\_\_\_

Shri Vithalrao Joshi Charities Trust's

मुद्रांक विकत घेणाऱ्याचे नांव - B.K.L. Walawalkar Hospital Diagnostic

करिना

हस्त अंशल्यात रचावे नांव व परता विज्ञान Research Center

मुद्रांक शुल्क रक.म - 100/-

मुद्रांक विक्रीची तारीख - 01/7/21

दिनांक - 09/04/2021

मुद्रांक विकत घेणाऱ्याची सही -

परवान्याधारक मुद्रांक विक्रेत्याची सही -

परवाना क्रमांक/वर्णन मुद्रांक विक्रीचे ठिकाण / नांव व परता

श्री. निनास जयसिंग ठाकुरे  
 युनायटेड व्हिज्युअल दुसरा मजरा  
 धरमलयेत विपळण, नि. रत्नागिरी  
 छा. नं. 1-2000-00

उप कोषागार अधिकारी  
 विपळण  
 25 MAR 2021

**MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN DISTRICT HEALTH SOCIETY AND PARTICIPANT NON GOVERNMENT ORGANIZATION**

**1. Preamble**

1.1 WHEREAS the Union Cabinet has approved continuation of national program for control of Blindness, hereafter referred to as NPCB, for implementation in all the states of the country during the 11<sup>th</sup> plan (1 April 2021 to 31 March 2022);

S. V. J. C. T. S. B.K.L. Walawalkar Hospital, Diagnostic & Research Center, Shreeksnetra Dervan, Tal. Chiplun, Dist. Ratnagiri

Dr. Hemchandra Medical College, At Apt. Po. Tanure, Tal. Dapoli Dist. Ratnagiri

**1.2** WHEREAS NPCB aims to reduce prevalence of blindness by implementing various activities through State and District Health Societies established in all districts of the country;

**1.3** WHEREAS the NPCB seeks to involve eye care facilities in Government, Non Government and Private sectors having capacity to perform various activities under National Program for Control of Blindness;

**1.4** AND WHEREAS schemes for Non Government Organization (hereafter referred as NCO/Private Practitioner) providing eye care services are implemented as per pattern of assistance approved by the Cabinet;

**1.5** NOW THEREFORE the signatories of the Memorandum of Understanding (MoU) have agreed as set out here in below:

## **2. Parties of MoU:**

This MoU is an agreement between District Health Society of Ratnagiri of the State of Maharashtra hereafter called District Health Society and B.K.L.Walawalkar Hospital Diagnostic & Research Centre Kasarwadi Post Sawarde Chiplun Ratnagiri


## **3. Duration of MoU:**

This MoU will be operative from the date of its signing by the parties and remain in force for a period of one year. The MoU shall be renewed for further periods of one year every time by the DPM on request / application for the extension by the applicant NGO/ Private Practitioner as per

(Annexure XVII) **ONE MONTH BEFORE EXPIRY OF VALIDITY.** The DPM shall acknowledge the same and renew the case within one month, if eligible.

## **4. Commitments of NGOs:**

<b>Activities</b>	<b>Yes/No</b>
i) Screening of population (50+years) in all villages / townships in the area allotted to the NGO/Private Practitioner and preparation of village wise blind registers	Yes
ii) Identification of cases fit for cataract surgery, motivation thereof and transportation of the base hospital	Yes
iii) Pre operative examination and investigation as required	Yes
iv) Performance of cataract surgery preferably IOL, implantation through ECCE-IOL, Small Incision Cataract Surgery (SICS) or Phaco emulsification and diabetic Retinopathy, Glaucoma, Keratoplasty & Childhood Blindness of patients identified in allotted areas, self motivated, walk in cases and those referred by District Health Society /ASHA etc.	Yes
v) Post - operative care including management of complications, if any and post - operative counseling regarding use of glasses.	Yes
vi) Follow up services including refraction and provision of glasses, if required providing best possible correction.	Yes
vii) Submission of cataract surgery records of operated cases	Yes

  
S. V. J. C. T. S. B.K.L. Walawalkar  
Hospital, Diagnostic & Research Centre  
Shreekshetra Dervan  
Tal. Chiplun Dist. Ratnagiri

## Commitments of District Health Society

Through the MoU the district health society agrees to provide following support to participating NGO/Private Practitioner to facilitate service delivery (Write "Yes" against applicable clause)

Clause	Clause of Agreement	Yes/No
5.1	Issue a certificate of recognition about participation in NPCB (Annexure XVIII).	Yes
5.2	Undertake random verification of operated cases not exceeding 5% before discharge of patients.	Yes
5.3	Sanctioned cost of free cataract operations and management of Diabetic Retinopathy, Glaucoma, Keratoplasty & Childhood Blindness performed by the NGO/Private Practitioner as per GOI guidelines indicated within month of submission of claim along with cataract surgery records	Yes
5.4	Make Payment of the sanctioned amount to the NGO/Private Practitioner on monthly / quarterly basis.	Yes
5.5	Regularly disseminate literature, guidelines or any other relevant information to participating NGO/Private Practitioner	Yes

6. District Health Society (NPCB) is giving the target to NGO(B.K.L.Walawalkar Hospital Diagnostic & Research Centre Sawarde Chiplun) for cataract surgeries minimum number of person.....

7. WHEREAS the District Health Society (NPCB) is providing Rs 2000/- (Two Thousand Only) as a grants for per operation to the NGO (B.K.L.Walawalkar Hospital Diagnostic & Research Centre Sawarde Chiplun) District Health Society (NCPB) are deducting Rs..... For non providing of spectacles for the operated patients.

8. The District Health Society (NPCB) has the rights to terminate the NGO (B.K.L.Walawalkar Hospital Diagnostic & Research Centre Sawarde Chiplun) after giving fair opportunities of the hearing.

### 9. Termination of MoU:

Commitments agreed to by the District Health Society & NGO (B.K.L.Walawalkar Hospital Diagnostic & Research Centre Sawarde Chiplun) are meant for prevention and control of blindness and therefore MoU about generally not is suspended or



S. V. J. C. T. S. B.K.L.Walawalkar  
Hospital, Diagnostic & Research Centre  
Shreekshehra Dervan  
Tal. Chiplun Dist. P. 1917

terminated. However, District Health Society & NGO (B.K.L.Walawalkar Hospital Diagnostic & Research Centre Sawarde Chiplun) can decide to suspend or terminate the MoU.

Signed this day, the <sup>5th</sup> of ~~September~~ <sup>July</sup> 2021

*July*

*July*

.....  
District Programme Manager,  
For and on behalf of  
District Health Society

.....  
B.K.L.Walawalkar Hospital  
Diagnostic & Research Centre

**S. V. J. C. T. S. B.K.L.Walawalkar**  
Hospital, Diagnostic & Research Centre  
Shreekshehra Dervan  
Tal -Chiplun Dist Ratnagiri

*scd*  
**Civil Surgeon, Ratnagiri**

*July*  
**Chief Executive Officer**  
Zilla Parishad, Ratnagiri.

# महाराष्ट्र बायो-हायजेनिक मॅनेजमेंट,

**प्रमाणपत्र**

रजि नं.:  
HS0062355T

आस्थापनाचे नांव: फस.व्ही.जे.सी.टी.बी.के.फल.

वालावलकर हॉस्पिटल बेडची संख्या: सहाशे फक्त.  
पत्ता: सावडी.

ता. चिपळूण, जि. रत्नागिरी.

डॉक्टरांचे नांव: सुवर्णा पाटील

प्रफुल्ल फस. गोडबोले

या हॉस्पिटल/ डे-केअर सेंटर/ क्लिनिक/ पॅथॉलॉजी लॅबोरेटरी / आयु क्लिनिक / डेंटल क्लिनिक/ मेडिकल सेंटर/ डायग्नोस्टिक सेंटर/ ब्लड बँक मध्ये उत्पन्न होणारा जैव वैद्यकीय कचरा व्यवस्थापन व हाताळणी नियम २०१६ प्रमाणे व्यवस्थापन करण्यासाठी उपरोक्त संस्थेच्या प्रकल्पावर नेला जातो.

टीप :

१. दि. ०१/०६/२०२१ ते ३१/०५/२०२२ पर्यंत हे प्रमाणपत्र वैध राहिल.

२. जैविक कचरा उपरोक्त संस्थेस दिला जाणार नाही किंवा देणेचा बंद केला तर या प्रमाणपत्राची वैधता रद्द केली जाईल व तात्काळ संबंधीत प्रशासनाला सूचना दिल्या जातील.



**महाराष्ट्र बायो-हायजेनिक मॅनेजमेंट**

जैव वैद्यकीय कचरा निर्मुलन प्रकल्प

कार्यालय : महाराष्ट्र बायो-हायजेनिक मॅनेजमेंट, लोटे-परशुराम, ता.खेड, जि.रत्नागिरी

फोन नं.: (०२३५६)२७२६७६, ८६९८९३२६७६



**MAHARASHTRA BIO-HYGIENIC MANAGEMENT  
Bio-Medical Waste Disposal Contract**

Joining Date	02/06/2008
Member Code	HS0062355T
Member Type	GENERAL HOSPITAL
Undertaking	Trust
Member Name	SVJCT B.K.L.WALAWALKAR HOSPITAL
Contact Person	PATIL SUVARNA GODBOLE PRAFULL S.
Address	SAWARDA, Tal: CHIPLUN, Dist: RATNAGIRI.
Telephone No.	02355264149,9921252143/ 9923918994,9822120900
Fax No.	
E-Mail	info@walawalkarhospital.com
Waste Type	BMW
No. Of Beds	600
Frequency	Alternate
Contract Period	01/06/2021 To 31/05/2022
Contract Charges	70,000.00
Registration Charges	0
Rate Per Kg.	
Yearly Charges	
Payment Mode	
Bank Name	
Cheque No.	
Cheque Date	
Satellite Station	WALAWALKAR HOSPITAL

The information provided above is true and correct as per my knowledge. We agree to abide by terms and conditions.

Signature  
For **MAHARASHTRA BIO-HYGIENIC MANAGEMENT**  
  
Authorised Signatory

Customer Signature with Stamp

Name & Designation



महाराष्ट्र MAHARASHTRA

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AG 317482

दस्ताचा प्रकार/अनुच्छेद क्रमांक - दस्ताचा प्रकार -

दस्त नोंदणी करणार आहेत का. - (होय/नाही)

नोंदणी हवेचार् असल्यास तुज्या निबंधक कार्यालयाचे नांव -

मिळकतीचे दर्शन - मांडवला रक्कम -

मुद्रांक विकत घेणाराचे नाव व पत्ता V. J. C. T. S. B.K.L. Walawalka:

Shreekshetra Dervan

Chiplun Dist. Retn.

मुद्रांक रक्कम - ५०० मुद्रांक नं. क्र. ३२४८ तारीख : 10 DEC 2020

पत्ता : १३८८, मावडे, ता. चिपळूण, ३/१९९१ श्री. ए. व्हा. मने



### Memorandum of Understanding

This Memorandum of Understanding is executed on this 11th day of December, 2020 by and between:

**Indian Cancer Society**, a society registered under the Societies Registration Act 1860 under Registration No. 2983 of 1953-54, having its registered address at 74, Jerbai Wadia Road, Parel, Mumbai- 400012 (hereinafter referred to as "ICS" which expression



shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **FIRST PART**.

**And**

**SVJCTBKL Walawalkar Hospital** registered under the **Bombay Nursing Act** having its registered address at **Sawarde, Tal -Chiplun Dist-Ratnagiri** (hereinafter referred to as "**the HOSPITAL**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the

**SECOND PART**.

ICS and the HOSPITAL may individually be referred to as a "Party" and collectively as the "Parties", as the meaning and context permits.

**WHEREAS:**

1. ICS has been engaged over the years in the prevention and control of the disease of cancer in all its forms and inter alia in creating awareness, enabling early detection, counseling and facilitation, funding of treatment, survivorship, research and publishing.
2. The HOSPITAL is at the forefront of the battle against cancer.
3. ICS is a firm believer of the fact that "Cancer is curable if detected early and treated in time." However, most patients in India with cancer are not able to afford the treatment cost and therefore tend to lose out their fight against the disease.
4. The Indian Cancer Society - Cancer Cure Fund ("ICS-CCF") is a flagship project of ICS with the objective of providing financial assistance for treatment of underprivileged, needy and low-income cancer patients suffering from



potentially curable cancer through a network of hospitals empanelled by ICS – CCF for this purpose

5. Through this project ICS-CCF is giving an opportunity to Hospital/s for extending the benefit of providing financial assistance to underprivileged cancer patients in good faith.
6. ICS has agreed to enter into this MOU with the HOSPITAL for providing financial help to underprivileged cancer patients through the ICS-CCF as per the terms and conditions set out in this MOU and the guidelines of ICS-CCF, as annexed in the Annexure hereto, as modified by ICS CCF from time to time and intimated to the HOSPITAL ("**Guidelines**") and any other terms and conditions that may be passed by ICS from time to time. The Guidelines shall be treated as part and parcel of this MOU and must be adhered to by the HOSPITAL at all times.
7. The parties hereto are now desirous of recording the terms and conditions for providing such financial assistance in the manner hereinafter recorded.

**NOW THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN ICS AND THE HOSPITAL AS FOLLOWS:**

1. The aforesaid recitals and the Annexure hereto shall be deemed to form an integral and operative part of these presents.
2. ICS-CCF will provide financial assistance to the HOSPITAL in the manner and on the terms and conditions stated herein, which shall be earmarked for specific cancer patients.
3. **Process – Grant of Fund**
  1. The HOSPITAL shall send all applications of eligible patients to ICS-CCF in accordance with the Guidelines as modified from time to time.



- ii. The HOSPITAL shall share the bank account details exclusively to receive funds from ICS – CCF for the purpose of receiving financial aid as under this MOU. ICS – CCF shall disburse all the sanctioned funding installments, only to the said account. ICS – CCF shall provide a detailed work sheet containing the name of the patient, Patient's Form No., amount sanctioned and amount disbursed & transaction date in order to enable the HOSPITAL to transfer the installment of fund to the respective patient's account. Every subsequent disbursement shall be released to the HOSPITAL only after bills have been received by ICS-CCF from the HOSPITAL within 6 months from the date of the earlier disbursal and after verifying the utilization of the earlier disbursal, patient's medical health status and any other Guideline laid down by ICS-CCF.
- iii. If the patient whose treatment has been sanctioned moves into palliative state, the hospital can utilize the balance fund to the extent of the sanctioned amount for palliative treatment of such patients at the HOSPITAL.
- iv. In view of the above mentioned arrangement, the HOSPITAL shall keep a clear and transparent accounting system internally to transfer the fund to the patient's account.
- v. In the event of non –utilization, any discrepancy in the utilization of any installment of the fund or any amount mistakenly credited to the HOSPITAL, the hospital shall return the said amount to ICS-CCF within 10 days of ICS-CCF intimating the same to them.



- VI. The HOSPITAL will be allotted funds based on the Guidelines laid down by ICS-CCF from time to time. Individual sanctions will be in the range of minimum Rs.50, 000/- (Rs. Fifty thousand only) to maximum Rs.5, 00,000/- (Rs. Five Lakh only) or as may be decided by ICS-CCF from time to time. All sanctions shall be at the sole discretion of ICS-CCF and shall be made in installments to the HOSPITAL.
- VII. ICS-CCF shall be informing the HOSPITAL about all the sanctioned cases i.e. patient name, Form/ Case Number, Sanctioned amount and request the HOSPITAL to provide the treatment commencement date. The HOSPITAL shall obtain the commencement date of the treatment and provide it to ICS-CCF. All such cases for which the HOSPITAL is unable to provide commencement date within 3 months from the date of sanction, ICS -CCF reserves the right to cancel such cases and inform the HOSPITAL upon cancellation.
- VIII. **Re-application:-** Re-application is eligible only for those patients whose earlier sanctioned amounts had not exceeded Rs. 5, 00,000/- (Rs. Five Lakh only). For all such patients, the HOSPITAL can re-apply to ICS-CCF requesting for fresh sanction to the extent of the balance amount.
- IX. The funds will be provided directly to the HOSPITAL in the bank account opened by the HOSPITAL for this purpose. The HOSPITAL shall ensure that no funds / cash shall be handed over to any patient/relative/other individual. The medical expenses incurred in the month prior to that of the date on which the fund is sanctioned would also be eligible for funding. These funds cannot, under any circumstances, be used for paying for treatment funded by another source (i.e. no reimbursement is permitted).



- X. The hospital shall not resubmit/ reuse the same bills of the sanctioned patients treatment expenses to any other donor government / non – government, NGO etc. which has already been claimed from ICS – CCF.

#### 4. Usage of the fund

The fund sanctioned by ICS-CCF is meant for that specific patient only and restricted to the treatment details provided in the application form submitted to ICS-CCF. These funds are to be used for expenses of treatment incurred for the patient at the HOSPITAL. Treatment Expenses to include Chemotherapy, Surgery (only consumables), Radiotherapy, Prosthesis, Supportive Care (inclusive of Investigations, Nursing Charges, Food & Nutritional Support), Bone Marrow Treatment and any other miscellaneous expenses. However, under no circumstances can miscellaneous expenses exceed 5% of the total utilization. If the funds are unutilized for such patient's treatment within 6 months of disbursement, a refund of such unutilized installment is to be processed by the HOSPITAL within 10 days from the date of expiry of 6 months from disbursement.

#### 5. Refund of unutilized fund by the HOSPITAL

- I. If the patient has completed his/ her treatment and is on follow-up, the hospital can utilize the balance funds to the extent of the sanctioned amount for the follow up of treatment of such patients.
- II. In case any patient abandons treatment in the HOSPITAL, the HOSPITAL through its social worker shall follow up with the patient within 15 days from such abandonment and encourage him / her to complete the treatment. If even after such follow up for a period of 3 months, the



HOSPITAL fails to reach out to the patient or persuade him/her to complete treatment, then the hospital shall report and refund to ICS-CCF the unutilized funds within 10 days from the expiry of 3 months from the last treatment date. If the patient does not come for treatment inspite of follow ups, the HOSPITAL should refund such unutilized amounts to ICS-CCF within 10 days from the expiry of 6months from the date of disbursement or within 10days from the expiry of 3 months from the last treatment date, whichever is earlier.

- III. If ICS-CCF through its social workers become aware that a particular patient for whom the fund was released to the HOSPITAL is deceased, then ICS-CCF will inform the HOSPITAL about the death of the patient and the hospital shall refund the unutilized fund of that particular patient back to the ICS-CCF account within 10 days of ICS-CCF informing the HOSPITAL of the same.
- IV. In case of death of the patient in the HOSPITAL during treatment, the Hospital shall within 7 days inform ICS - CCF and shall refund the unutilized amount to ICS – CCF's account within 15 days of the patient's death.

#### 6. Duration

- I. The MOU shall remain in force for a period of 5 (Five) years from the date of execution unless extended mutually by the parties in writing. However, ICS-CCF has the right to terminate this and withdraw financial aid at any time during the subsistence of this agreement without assigning any reason whatsoever by giving the HOSPITAL 30 day's written notice and on expiry of such notice period this Agreement shall stand terminated without any reference to the HOSPITAL.





II. This MOU and the extension of financial aid by ICS-CCF to the HOSPITAL is subject to compliance by the HOSPITAL of the terms and conditions set out herein and in the Guidelines (as modified from time to time) as well as the other requirements of the ICS-CCF as modified by the Governing Advisory Council (GAC) from time to time. Material breaches of the stipulations of this MOU including misuse and/or delay in refund of funds and/or non-refund of funds, lack of transparency or lack of co-operation and collaboration from the HOSPITAL, will constitute good and valid grounds for termination of the MOU by ICS-CCF by giving the HOSPITAL 30 days' written notice. The decision of GAC of ICS-CCF with regard to the existence of such situations shall be final and binding and the HOSPITAL hereby agrees that it shall raise no objection to the same. In case of termination by ICS-CCF, ICS - CCF shall stop disbursement of all financial aid to the HOSPITAL including any amounts already sanctioned and the HOSPITAL alone shall be responsible for all the consequences thereof including claims by any patient, the death of any patient etc. and shall not hold ICS - CCF responsible for any consequences arising out of such termination. The HOSPITAL hereby agrees that it shall at all times save, defend, keep harmless and indemnified ICS-CCF and its successors and assigns from and against all actions, causes of actions, suits, proceedings, accounts, claims and demands whatsoever at law or in equity or otherwise howsoever for and on account of the termination of this MOU or termination of financial aid from ICS- CCF including of any sanctioned amounts or in respect of or arising out of this MOU or any part thereof or any financial aid sanctioned hereunder or otherwise in connection with



this MOU on the part of any person or persons whomsoever including from any patient or their family members and from and against all damages, costs, charges and expenses in respect thereof or otherwise howsoever in relation to this MOU and any financial aid sanctioned hereunder. It is agreed between the parties that on such termination the HOSPITAL shall become liable to pay the sanctioned amounts/ balance sanctioned amount for treatment of patients already selected by ICS-CCF before such termination.

- iii. ICS - CCF reserve the right to forthwith dis-empanel the HOSPITAL/terminate this MOU for non - compliance at its sole discretion and it is hereby agreed that the HOSPITAL shall raise no objection thereto. In the event of dis-empanelment, the HOSPITAL shall be liable and responsible to refund all the dues or provide to ICS-CCF all pending bills if any, based on the reconciliation details provided by ICS- CCF within a period of 15 days from the date of such dis-empanelment being conveyed to the HOSPITAL in writing.

#### 7. Duties and responsibility of the HOSPITAL

The HOSPITAL hereby agrees that:

- i. It shall be the duty and responsibility of the HOSPITAL at all times, to obtain, maintain and sustain the valid registration and high quality standards of its services and healthcare and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities as per existing laws applicable to the Hospital.
- ii. Patients selected for the Cancer Cure Fund must be registered as a general patient (not private or semi-private) and underprivileged patients who fall



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below poverty line limits (BPL limits as amended by ICS from time to time or as last advised) at the HOSPITAL.

- III. The HOSPITAL shall provide an estimated cost certificate with complete break up as per rates applicable to the lowest category – General Category for the hospital. The HOSPITAL hereby agrees that the billing for patients funded by ICS-CCF shall be on concessional rates applicable to this category
- IV. Patient bills generated at the hospital and sent to ICS-CCF should specify the name of the donor funding the treatment and the category of the patient i.e. ICS-CCF and General (lowest category as per the hospital) respectively. The HOSPITAL hereby agrees that the billing for patients funded by ICS-CCF shall be on concessional rates applicable to this category along with 100% waiver of charges such as room rent, bed charges, professional fees, OT charges and surcharge.
- V. Treatment Expenses to include Chemotherapy, Surgery (only consumables), Radiotherapy, Prosthesis, Supportive Care (inclusive of Investigations Nursing Charges, Food & Nutritional Support), Bone Marrow Treatment and any other miscellaneous expenses. However, under no circumstances can miscellaneous expenses exceed 5% of the total utilization
- VI. The HOSPITAL shall send to ICS-CCF its revised rate card for general category of patients as applicable from time to time.
- VII. It is mandatory for the HOSPITAL to request for the release of second installment within the timeline mentioned in the treatment schedule in the patient's application, which timeline generally ranges between 6-8 months from the date of disbursement of the first installment. In case there is no



requirement of more funds at the HOSPITAL within the said 6-8 months, the HOSPITAL shall intimate ICS-CCF in writing to that effect within the said 6-8 months.

- VIII. For all re-application cases, the HOSPITAL should mention that it is a re-application case on the 1<sup>st</sup> page of the application and also provide patients complete case number under which the previous application was registered.

In the event of nondisclosure of the information hospital is liable to refund the cost equivalent to the disbursed amount which has been sanctioned to such patient's within 10 days of ICS-CCF informing the HOSPITAL of the same.

- IX. The HOSPITAL will keep detailed records of funds received and utilized for each patient separately. In the case of any dispute/ discrepancy, the HOSPITAL will promptly provide additional information/rectification/explanation for the same to ICS - CCF.
- X. The HOSPITAL should inform ICS-CCF about any other funding received by the patient i.e. Central Government or State Government funding or other grants/donations. In such an event, funds provided by ICS-CCF shall be promptly refunded by the HOSPITAL to ICS -CCF within 10 days from the receipt of other donations / grants.
- XI. The hospital shall not transfer the funds sanctioned by ICS-CCF for treatment of the cancer patient to any other entity i.e. its branches, unit, collaborative partner, sister concern etc. of whatsoever nature without a written consent from ICS-CCF.



- XII. The HOSPITAL shall send the institutional follow up report to ICS -CCF on the status of all the ICS-CCF sanctioned cases for every quarter, in the format asked for by ICS-CCF.
- XIII. There should be a designated doctor from the HOSPITAL who shall coordinate and interface with ICS-CCF for all medical due-diligence.
- XIV. Based on the sanction letter issued by ICS-CCF for financial aid for a patient, the HOSPITAL should grant a credit facility to the account of the patient, till the actual disbursement by ICS-CCF. This is to ensure that the treatment of the patient commences immediately on sanction of the grant and the HOSPITAL hereby confirms that treatment of the patient will not be stopped even if the funds have not yet been received by the HOSPITAL.
- XV. As regards ICS – CCF, the HOSPITAL shall designate one person as the single point contact for ICS – CCF and shall provide the name and contact details of such person to ICS-CCF for smooth coordination. The person should be available at all reasonable times on phone and emails. ICS – CCF shall convey all the details, information, status of the disbursement or any other relevant information etc. to the HOSPITAL through such designated person and the HOSPITAL shall provide all such information including but not limited to fill and assess forms, 6 monthly utilization bills, refunds, status of the patient, institutional follow up reports, etc. to ICS – CCF through the designated person.
- XVI. The HOSPITAL hereby undertakes that they shall comply with all the requirements of this MOU.



*[Handwritten signature]*

## 8. Audit

ICS-CCF and /or any third party who has been appointed and authorized by ICS-CCF shall be entitled to audit the accounts /billing, process, systems, documentations, medical audit of the HOSPITAL after giving 7 days advance notice to the HOSPITAL and ICS-CCF shall also have the right to examine and make copies of extracts from all financial and related records (in whatever form they may be kept) in respect of such patients which are funded by ICS.

## 9. Intellectual Property

- I) Any news release, public announcement, advertisement or publicity proposed to be released by the HOSPITAL concerning this MOU shall be subject to prior written approval of ICS. All the intellectual property rights in the intellectual property, documents and information relating to ICS and ICS - CCF shall always vest with ICS, as the case may be. Except as expressly authorized by ICS in writing and the HOSPITAL hereby confirms and declares that the HOSPITAL shall have no claim in respect thereof.
- II) The HOSPITAL hereby confirms and declares that the HOSPITAL shall not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, or commercially exploit such intellectual property, intellectual property rights, information or any of the documents provided in any form or manner (including electronic, print or other media now known or hereafter developed) without the prior written consent of ICS.
- III) All intellectual property rights in the intellectual property, documents and information relating to the HOSPITAL shall always vest with the HOSPITAL.



## 10. Data Sharing:

- I. The HOSPITAL is aware of the fact that Indian Cancer Society is a not for profit organization and is entirely dependent upon donations for its activities. ICS is financially supporting the treatment of the patients of the empanelled hospitals out of donations received from various donors which in most of the cases are CSR donations. In view of this, as necessitated by CSR compliance rules, ICS is obliged to submit patient information to the aforementioned Donors. This information includes certain patient (beneficiary) identifiers (including but not restricted to age, name and photograph) which will be used for due diligence, audit, reporting and reviews by the donors.
- II. ICS as a part of its comprehensive drive against cancer also maintains a registry of cancer patients and, with help and support from its employees and certain eminent doctors, does research of the data on 'no name basis' and publishes them for advancement of knowledge and creating awareness etc. The HOSPITAL/patients will be deemed to have consented to this work on 'no name basis' by ICS.
- III. The HOSPITAL is aware that ICS is obtaining the consent of the patient at the time of signing the application for disclosing the details to donors only when the amount has been sanctioned and they have no objection to such consent being obtained.
- IV. The HOSPITAL is also aware that ICS uses the help of expert clinicians to recommend to it applications that fulfill the criteria specified in the Guidelines. The HOSPITAL has been informed by ICS that they will also where needed, be using third parties including Artificial Intelligence/ Machine Learning tools such as those offered by Navya Technologies Private Limited, a company incorporated under the provisions of the Companies Act, 1956, with its corporate office at #35, 3rd floor, Municipal Corp, Cunningham Hallmark, Cunningham Road, Bangalore – 560052 who will be a collaborator for preliminary screening of applications. The HOSPITAL hereby consents to such services being used by ICS on the condition that the patient's name, contact details and address are not disclosed to such parties.
- V. In the light of the above, the HOSPITAL hereby accords its consent in favour of ICS to



*[Handwritten signature]*

share the following treatment related information of the patient i.e. age, sex, occupation and medical information such as diagnosis, ICD code, stage of disease, treatment protocol, cost of and timeline for treatment expense, doctor's notes, hospital name, treating doctor's name, reports received from the hospital with Navya Technologies Private Ltd for the specific purpose of screening applications for sanction of financial support from the CCF. The ICS will not share with Navya Technologies Private Ltd at any stage patient's name, contact details and address. For all cases recommended by Navya/DDT and approved by GAC, Navya will be preparing a brief treatment plan in accordance with the TMC\_NCG guidelines. The HOSPITAL is agreeable to receive this report from NAVYA through ICS in good faith and on non-binding basis.

11. Both Parties represent, declare and confirm that they have all the corporate, regulatory, legal and other authorizations and licenses to carry on and conduct their respective activities and to execute this MOU in accordance with all applicable laws and that execution of this MOU and performance of this MOU does not and will not breach or cause conflict with any other obligations to any third party or be in breach of any law.

## 12. GOVERNING LAWS AND DISPUTE RESOLUTION

- I. This MOU shall be governed by and construed exclusively in accordance with the laws of India, without reference to its conflicts of legal provisions.
- II. The Parties agree that they shall in good faith work towards implementation of this MOU and any dispute arising out of or in relation to this MOU shall be first attempted to be resolved amicably by mutual negotiations, failing which such dispute shall be referred to Arbitration to be conducted in accordance



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with the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under as amended from time to time.

- III. The arbitration shall be conducted by a sole arbitrator appointed by mutual agreement of the Parties.
- IV. If the Parties fail to appoint a sole arbitrator within 30 days of the notice of the dispute, the number of arbitrators shall be three, where each Party will have the right to appoint one (1) arbitrator and the two (2) arbitrators will appoint the third arbitrator.
- V. The arbitration shall be held in Mumbai, India and shall be conducted in English. The decision of such arbitrator/s shall be in writing, reasoned, final, binding and conclusive on the Parties.
- VI. The courts at Mumbai shall have exclusive jurisdiction in respect of all disputes and/or differences whatsoever which shall at any time hereafter (whether during the continuance of this MOU or upon or after its discharge or determination) arise between the parties hereto, touching or concerning this MOU or its construction or effect or as to the rights, duties, obligations, responsibilities and liabilities of the parties hereto or any of them under or by virtue of this MOU or in relation to the subject matter of this MOU.
- VII. The Parties shall keep all the arbitration proceedings confidential.



### 13. NOTICES

Any notices, requests, or other communication required or permitted to be given under this MOU shall be in English and shall be delivered in person or sent by courier or by certified and registered mail, postage prepaid and properly addressed at the addresses mentioned herein under.

#### For the HOSPITAL

Kind Attn:

Dr Suvarna Neetaji Patil

Medical Director- SVJCTBKL Walawalkar Hospital

#### For ICS-CCF

Kind Attn:

Mrs. Ann Rawat

Director- ICS-CCF

#### The Hospital

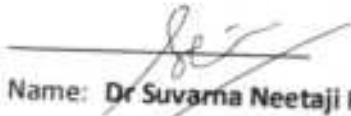
Address: Sawarde, Tal -Chiplun  
Dist-Ratnagiri - 415606

#### Indian Cancer Society,

Address: 74, Jerbai Wadia Road  
Parel, Mumbai - 400 012

IN WITNESS WHEREOF the Parties have on the date, month and year first above mentioned affixed their signatures, in token of their acceptance of terms herein.

#### For the HOSPITAL

  
Name: Dr Suvarna Neetaji Patil

Title: Medical Director

**S. V. J. C. T. S. B.K.L. Walawalkar**  
**Hospital, Diagnostic & Research Centre**  
**Shreekshetra Dervan**  
Tal. Chiplun, Dist. Ratnagiri

#### For Indian Cancer Society-Cancer Cure Fund

  
Name: Deputy Director General Abdul Khadar

Title: COO





Witness

Witness

Name -

Name -

Address -

Address -

Signature -

Signature

**ANNEXURE**

ICS –CCF Guidelines





महाराष्ट्र MAHARASHTRA

2020

XF 002084

MEMORANDUM OF UNDERSTANDING

Between

Indian Institute of Science Education and Research, Pune

And

BKL Walawalkar Hospital & Rural Medical College, Sawarde, Ratnagiri

This Memorandum of Understanding (MOU) is made in Pune, India on 22/10/2020 by and between **Indian Institute of Science Education and Research (IISER)**, a premier institute dedicated to research and teaching in the basic sciences, established in 2006 by the Ministry of Human Resource Development, Govt of India, with state-of-the-art research and high quality education, having its registered office at Dr. Homi Bhabha Road, Pashan, Pune (hereinafter referred to as "IISER" which expression will include its successors and permitted assigns, unless repugnant to the context or meaning) acting through its (*IISER Signatory*) Director of the FIRST part

प्रधान मुद्रांक कार्यालय, मुंबई  
प.क्र. नि.क्र. ८००००९  
- 6 OCT 2020  
सक्षम अधिकारी

श्री. दि. क. गवई



And

**BKL Walawalkar Hospital & Rural Medical College (BKLWHRMC)** set up at village Kasarwadi, Post Sawarde, Taluka Chiplun, Dist. Ratnagiri, Maharashtra by Shri Vithalrao Joshi Charities Trust, having its registered office at 28/C, Suyash, Gokhale Road (North), Dadar (West), Mumbai 400025 (hereinafter referred to as "**BKLWHRMC**" which expression will include its successors and permitted assigns, unless repugnant to the context or meaning) acting through Managing Trustee of Shri Vithalrao Joshi Charities Trust of the SECOND part

IISER and BKLWHRMC are hereinafter individually referred to as "Party" and collectively as "Parties", as the context may require.

**WHEREAS:**

1. IISER Pune is a premier institute dedicated to research and teaching in the basic sciences. It was established in 2006 by the Ministry of Human Resource Development. In 2012, it was declared as an Institute of National Importance by an Act of Parliament. As a unique initiative in science education in India, IISER aims to be a Science University of the highest caliber devoted to both teaching and research in a totally integrated manner, with state-of-the-art research and high quality education, thus nurturing both curiosity and creativity. IISER Pune has excellent research facilities including genomics, proteomics, imaging, structural biology and animal models and its faculty are engaged in multi-disciplinary research programs.
2. BKLWHRMC is a private rural hospital and medical college acknowledged as a centre for education and research. The college provides training to undergraduate and post-graduate medical and nursing students with assured career prospects in the Health services. The Institute is presently affiliated to the Maharashtra University of Health Sciences and is recognized by the MCI for conducting undergraduate and various post graduate medical courses. The Research Centre at the College facilitates, regulates and promotes basic, clinical and translational research in various therapeutic and clinical areas.
3. Whilst the BKLWHRMC and IISER have acknowledged that this MOU is not intended to set out contractual terms governing the conduct of any Project, it is expected to result in:



- Establishing provisions for exchange of students for pursuing structured courses and internships.
- The sharing of relevant information on a confidential basis with the aim of identifying needs and capabilities of both parties.
- The establishment of Research Projects of interest to both parties.
- Mutual sharing of laboratory resources.

Subject to the terms of any Collaboration Agreement agreed to, each party will have the right, in any field mentioned or otherwise, to;

- (a) Conduct business or research independently, whether or not with third parties;
  - (b) Continue existing commitments in this area of research or make new ones in this area of research
4. This desire for mutual collaborative research between the two institutions is recorded by the instrument of an MOU as follows:

#### **PERIOD**

5. The execution of this Memorandum of Understanding ("MOU") shall be for an initial term of five years beginning from 15<sup>th</sup> October, 2020 and ending on 14<sup>th</sup> October, 2025.
6. The parties will have the option to renew this MOU for an additional term thereafter upon such terms and conditions as they may agree. All efforts will be made to keep MOU intact. In case of any dispute regarding a particular project, the said project can be terminated with concurrence of both heads of institutions without in any way prejudicing the MOU or other projects under the MOU.
7. The Institutions agree to implement the designated programme sometime during the 12 months beginning with the agreement. They also agree to evaluate the technology and pedagogy of the implemented Research projects.

#### **COORDINATORS**

8. The MOU will be coordinated by Mr. Vikas Walawalkar and the Director, IISER Pune. For the current projects, the faculty from BKLWHRMC would be Dr. Sunil Nadkarni, BKLWHRMC and the faculty from IISER would be Prof. Sanjeev Galande or any other officer nominated by IISER



## **ELEMENTS OF THE COLLABORATION**

### **Article 1 –Research Work**

- 9.1 The Partners, after due consideration of various aspects, have arrived at the following elements of collaboration in respect of the Research Projects to be undertaken.
- 9.2 This MOU represents the mutual intentions and commitment of the two institutions towards promoting biomedical research with emphasis on translational biology and biomedical instrumentation in accordance with the terms and conditions of this MOU. But this MOU is not intended to create any legally binding obligations nor contractual relationship between the parties. The duration of the research projects will be maximum five years.
- 9.3 The establishment of the research projects will allow sharing of experience between the faculty of IISER and BKLWHRMC having expertise in fundamental research and clinical practice respectively.
- 9.4 Collaborators from both institutions will jointly formulate grant proposals, analyze the data and write the manuscripts. All research projects will be cleared by the ethics committees of both institutions.
- 9.5 If the PI of the project from either IISER or BKLWHRMC leaves the institute because of any of the following reasons like transfer, superannuation or resignation, then the next person who takes charge of the earlier PIs project or in lieu of any such substitution would be responsible for carrying out the project further as per instructions of competent authority of the organization.
- 9.6 The projects will be monitored by a project monitoring committee. The project monitoring committee will comprise of:

#### **Chairpersons:**

- 1) IISER nominee – Prof. Sanjeev Galande
- 2) BKLWHRMC nominee –Assistant Prof. Dr. SunilNadkarni

Members: PIs and Co-PIs of all collaborative projects from both institutions.

#### **Member Secretary:**

- 3) IISER nominee – Ms. MrinaliniVirkar
- 4) BKLWHRMC nominee – Dr. Suvarna Patil

The half yearly progress review meetings will be held <sup>at</sup> IISER and BKLWHRMC alternately every 6 months.



## Article 2 – Financial Consideration

- 10.1 It is agreed to and understood by the Parties hereto that for ease of conduct of research, all financial transactions and budgetary allocations remain with IISER and/or BKLWHRMC as per the sanction order in all such projects where the two institutions apply jointly for projects. The research consumables except capital procurements can be transferred back and forth between the institutes to facilitate conduction of experiments and overall research deliverables.
- 10.2 The monitoring group will review the budget expended in their periodic meetings. All projects will be audited on completion by auditors as per Govt. rules applicable.
- 10.3 All the stores & equipment related to patient care and training shall be transferred to BKLWHRMC after the completion of the project for further use if funded by BKLWHRMC.
- 10.4 This instrument in no way restricts BKLWHRMC or IISER from participating in similar activities with other public or private agencies, organizations and individuals. Samples provided by BKLWHRMC under this MOU can only be used for a research project other than the object specified in the MOU, only upon mutual agreement and due credit will be provided to BKLWHRMC's contribution. The samples will be used **ONLY** for research purpose and will not be distributed to a third party without appropriate collaborative agreements in place with either FIRST OR SECOND party.

## Article 3 – Academic collaboration

11. All efforts will be made to have cross-exchanges of knowledge between the two institutions between clinicians/researchers from either institution. Prior permission for visit of officers / scientists to another institute will be obtained. No institute will be required to pay TA / DA to clinicians/scientists from other institute for these visits.

## Article 4 – Publicity

12. Neither party will use the name of the other, nor of any member of the other party's employees, in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. In all poster presentations and publications of these collaborative research projects the authorship will be as per the mutual agreed terms by the collaborating parties. Both institutions and respective facilities will be acknowledged.





### Article 5 – Publications

13. Except in the circumstances stated in Article 5 & 6 below, neither party shall place restrictions on the scientific results of IISER/BKLWHRMC research being brought into public domain by being presented at symposia, national or regional professional meetings or published in journals, thesis, or dissertations. However, any research communications in the form of presentations, blogs, articles, media, interview, documentaries, updates to Govt. or private bodies etc., arising out of this collaboration should only be initiated upon mutual consent by both institutions. The originator of research question shall be the first author for all papers and the Co-PI should be the second author. However, for all such activities joint concurrence of IISER/BKLWHRMC should be taken.

### Article 6 – Confidentiality

14. It is not anticipated that the parties will be exchanging proprietary information as a part of this Research Agreement; however, in the event the parties wish to disclose proprietary information to each other, it shall be disclosed pursuant to a separate written agreement. Confidentiality of human subjects participating in the research projects and security of data will be ensured by both parties.

### Article 7 – Intellectual Property

#### OWNERSHIP OF INTELLECTUAL PROPERTY

15.1 IISER and BKLWHRMC agree that any INTELLECTUAL PROPERTY that is pertaining to the PROJECT owned by IISER or BKLWHRMC prior to the signing of this AGREEMENT shall remain the property of IISER or BKLWHRMC. The owning PARTY at the request of the other PARTY shall license the right to the other PARTY for commercial exploitation of the INTELLECTUAL PROPERTY on mutually agreed terms. For this purpose, INTELLECTUAL PROPERTY shall include, but not limited to, patents, issued and applied, design, software and algorithms as well as know-how, protected or otherwise.

15.2 The licensee shall have the right to commercially exploit / use the INTELLECTUAL PROPERTY on mutually agreed financial terms with no rights for sub-licensing or third –party sale of technology.

The PARTIES undertake and covenant to observe and comply with all relevant patent and copyright laws and regulations in India by which they are bound.

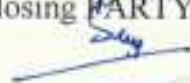


- 15.3 Notwithstanding any prior knowledge, expertise or intellectual properties, whether or not legally protected, owned by IISER or BKLWHRMC, the intellectual property created during the R&D work performed under the agreement shall be owned jointly by IISER and BKLWHRMC.
- 15.4 Any intellectual property arising out of this project will be legally determined and due credit will be provided to the Applicants and inventors.

#### Article 8: CONFIDENTIAL INFORMATION

"**Confidential Information**" is defined as any and all information that may be obtained by the Receiving PARTY by means mentioned below prior to, on or after Effective Date in connection with the Purpose and includes without limitation:

- 16.1 All information and know-how whether in written, electronic or visual form, relating to or developed by the Disclosing PARTY and pertaining to the subject of this AGREEMENT including but not limited to manufacturing or production information, technical details and specifications, know-how, data, formulae, techniques, drawings, equipment, methods, designs, projected financials, any computer programs and software, frameworks, process details, business models, marketing programs and plans, sales data, financial information, marketing information, business methods, business policies and procedures, pricing policies, intellectual property details, any information relating to existing or proposed business arrangements involving the Disclosing PARTY or its affiliates, operating policies or manuals, financial records and any other financial, commercial, business or technical information relating to Disclosing PARTY or any of its affiliates; and
- 16.2 All disclosures that any employee or representative of Disclosing PARTY designates as confidential, either orally or in writing, prior to its disclosure; provided that any oral information must be described in reasonable detail in writing, identified as Confidential Information and transmitted to the Receiving PARTY within thirty (30) days of the date of oral disclosure to the Receiving PARTY; and
- 16.3 Any information gleaned by the Receiving PARTY during its visit to the premises or place of business of the Disclosing PARTY; and



The terms and conditions of this AGREEMENT and the existence of the discussions between Disclosing PARTY and Receiving PARTY to which this AGREEMENT pertains.

#### Article 8 – Termination

17. In the event that either party hereto shall commit any material breach of or default in by terms or conditions of this Agreement, and also shall fail to reasonably remedy such default or breach within sixty (60) days after receipt of written notice thereof, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect. Termination shall be effective as of the day of the receipt of such notice. Each party shall have the right to terminate this agreement in the event of a Force Majeure condition as defined in the Memorandum of Understanding. All effort will be made to keep the MOU intact. In case of any project related dispute, the project under consideration can be terminated after concurrence of both heads of institutions.

#### Article 9 – Resolution of Disputes

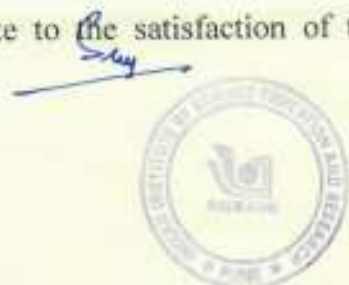
18.1 Definition of Dispute: For the purpose of this Section, "Dispute" shall mean any disagreement between the parties that arises out of or is related to the interpretation, implementation or alleged breach of any provision of this Agreement (including all Attachments). The "Occurrence Date" of a Dispute shall mean the date upon which written notice is given by a party to the other party stating the precise nature of the Dispute.

18.2 (a) Designation of Persons: Each party shall designate one or more persons who shall be primarily responsible for negotiating resolution of any Dispute ("Designated Persons"). Such Designated persons may be selected prospectively by the parties prior to an occurrence of a dispute.

Designation of Persons:

- 1) Registrar, IISER, Pune
- 2) Mr. Vikas Walawalkar, BKLWHRMC,

(b) Negotiation Process: Within ten (10) working days of an occurrence date the Designated Persons shall meet or otherwise establish contact and shall make a good faith effort to resolve the Dispute to the satisfaction of the parties.



(c) Duration of Negotiations: The parties shall attempt to reach satisfactory resolution of a Dispute within thirty (30) days of the Occurrence Date, as defined in Section 9.1 of this Agreement. This provision shall not preclude the parties from mutually extending the time prior of such informal resolution or from pursuing alternative informal methods for resolving their disputes as mutually agreed to by the parties. In the event that an informal resolution is not obtained within the time periods provided in this Section, the parties may pursue any available legal or equitable remedies.

#### Article 11 – Entire Agreement

19. This Agreement is the entire and the only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Agreement. This Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.

By an Authorized Official of IISER Pune



कॉर्नेल जी. राजे सेखर (रिटा.) / Col G. Raja Sekhar (Retd.)  
कुलसचिव / Registrar  
भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान, पुणे  
Name: Col. (Retd.) G. Raja Sekhar  
Autonomous Institute of MHRD, Govt. of India  
पुणे - 411 008, भारत / Pune- 411 008, India

Title: Registrar, IISER, Pune

Date: 1/12/20.

By an Authorized official of  
BKLWHRMC, Kasarwadi, Sawarde



Name: Mr. Vikas Walawalkar



Title: Managing Trustee, SVJCT,  
BKLWHRMC, Kasarwadi, Sawarde

Date: 22<sup>nd</sup> October 2020

-----  
Dated this 22<sup>nd</sup> day of October 2020  
-----

**Indian Institute of Science Education  
and Research ..... IISER**

**And**

**BKL Walawalkar Hospital & Rural  
Medical College ..... BKLWKRMC**

**MEMORANDUM OF UNDERSTANDING**

**MAHATMA JYOTIBA PHULE JAN AAROGYA YOJANA  
AND  
AYUSHMAN BHARAT PRADHAN MANTRI JAN AROGYA YOJANA  
AND  
SUCH OR SIMILAR HEALTH INSURANCE, ASSURANCE & TRUST SCHEMES**

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**SERVICE LEVEL AGREEMENT**  
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**BETWEEN**

**CS CREATIVE SOLUTIONS, MUMBAI**

**AND**

**B. K. L. WALAWALKAR HOSPITAL, DIAGNOSTIC & RESEARCH CENTRE, RATNAGIRI.**



महाराष्ट्र MAHARASHTRA

2020

XG 798612

**SERVICE LEVEL AGREEMENT**

श्री. दि. क. गवई

This Service Level Agreement is made at Tal: Chiplun, District: Ratnagiri, on this 1<sup>st</sup> day of November 2020,

**BETWEEN**

1) CS CREATIVE SOLUTIONS, having its address at D-408, 3<sup>rd</sup> Floor, Mathura Bhavan CHS, Dadasaheb Phalke Road, Opp. Silver in Hotel, Station Road, Dadar (E), Mumbai-400014, (hereinafter referred to as the "Service Provider")

**AND**

2) B. K. L. Walawalkar Hospital, Diagnostic & Research Centre, run by Shree Vithalrao Joshi Charities Trust at Sawarde, Taluka Chiplun, District Ratnagiri, (hereinafter referred to as the "Hospital")

Believing in the representations made by the Service Provider, the Hospital agreed to engage Service Provider for Claim Management and Settlement Services for beneficiaries of Mahatma Jyotiba Phule Jan Aarogya Yojana, Ayushman Bharat Pradhan Mantri Jan Arogya Yojana and such or similar other health insurance, assurance & trust schemes in the Hospital, upon the following terms and conditions:

**NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED AND DECLARED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article 1: Scope of Agreement**

- 1.1 The services are to be provided in the Hospital.
- 1.2 The Service Provider will ensure submission of claims within 45 days from the date of discharge / completion of pre-authorized episode.
- 1.3 The Service Provider will provide collated statement showing details of payment received along with the claim numbers, patients' case file numbers and date of transfer etc., to the Finance & Accounts Officer, of the Hospital to link the transaction with receipt.
- 1.4 The Service Provider will provide consolidated list of billing submitted every month to "Mahatma Jyotiba Phule Jan Aarogya Yojna & AB-PMJAY, in addition to the current pending bills and the details of payment received, claims rejected to **Accounts Section of the Hospital every month.**
- 1.5 Location / space at segregated places will be allocated to the Service Provider to execute the work of "Mahatma Jyotiba Phule Jan Aarogya Yojna & AB-PMJAY Claim Management and Settlement.
- 1.6 The Service Provider will provide adequate number of manpower within a period of one week from the date of the contract and failure to comply with the same or found deficient in service shall invite penalty fee or forfeiture of the security deposit for the omission / deficiencies in service, at the discretion of the Director of the Hospital.
- 1.7 The Service Provider will co-ordinate with all related agencies of the said schemes for efficient patient care and claim settlement and adhere to the following:
  - Will assign procedure codes with the help of a Medical Coordinator.
  - Will upload the pre-authorization forms.
  - Follow up and for sanction or pre-authorization
  - Will liaise with the Hospital authorities for assigning the "BP category" and entry into the hospital software.
  - Will liaise with the hospital authorities for ensuring evaluation and treatment and collate all documents necessary for claim including photographs.
  - will raise the claims promptly on conclusion of the treatment



- Will submit performance report on a periodic basis as determined by the Hospital administration.
- Will co-ordinate all such activities not mentioned above for the smooth and efficient functioning of the schemes.
- Will comply with all the stipulations, guidelines arising as a part of the scheme from time to time.
- One Liaison Officer will be identified to co-ordinate with the hospital authorities on a day to day basis.
- Will make weekly reconciliation between total bill raised and payments received against each claim.
- Will submit outstanding of claims age-wise to the hospital management.
- All services shall be performed by persons qualified and skilled in performing such services.
- Will verify and submit report of Police records / criminal cases, if any, pending against the persons deployed by the Service Provider. The Service Provider will make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel shall be got verified by the Service Provider before their deployment after investigation by the local police, collecting proofs of residence and recent photograph and a certification to the Hospital. The Service Provider will also ensure that the personnel deployed are medically fit and will keep record and submit certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from Director of the Hospital.
- Will to provide photo identify cards to the persons employed for carrying out the work. These cards are to be constantly displayed while on duty & their loss reported immediately.
- Personnel working should be polite, cordial, positive and efficient, while handling assigned work and their actions shall promote goodwill and enhance the image of the Hospital. The Service Provider shall be responsible for any act of indiscipline by them.
- Director of the Hospital may require to dismiss or remove from the site of work, any person or persons employed, who may be incompetent or for his / her / their misconduct, the Service Provider shall comply forthwith with such requirements.
- The Service Provider shall immediately replace any personnel, if they are unacceptable to the office of Director, Hospital because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- The Hospital shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel

The personnel deployed by the Service Provider under this service agreement shall not claim any benefit / compensation / absorption / regularization of services in the Hospital under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to the Hospital.

- The person deployed shall not claim any Master & Servant relationship against any department of the Hospital.
- The Service Provider will ensure proper conduct of personnel deployed by them in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- The Service Provider will engage the necessary personnel with adequate strength, as required by the Hospital from time to time. The said personnel engaged shall be employees of the Service Provider and it shall be its duty to pay their salary every month in time.
- The transportation, food, medical and other statutory requirements under the various Acts / Govt. Regulations, in respect of each personnel deployed by the Service Provider will be its responsibility. This shall include payment of PF, ESI, and Service Tax and statutory taxes etc.
- Working hours will be decided by the Medical Superintendent in the interest of the patient care of the Hospital.
- The Service Provider will have to arrange substitute well in advance, if there is any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- If for any reason the claim submission / settlement not done in stipulated time (i.e. 7 days for submission and 1(one) year for settlement), the Service Provider will be penalized at 25% of service charges for each such delay and recovery will be made from its outstanding dues.
- The Service Provider shall be contactable at all times on message(s) sent by E-mail / Fax / Special Messenger / Phone from the Department and shall acknowledge immediately on receipt of the communication on the same day. The agency will ensure every day that the minimum manpower has been complied with.

## **Article 2: EFFECTIVE DATE & DURATION**

- 2.1 The Parties hereby agree that the Effective Date of the Agreement shall be 1.11.2020.
- 2.2 The period of the contract will be of 1(one) year from the Effective Date of the Agreement which can be extended at the discretion of the Director of Hospital after the expiry of the contract.

execution of this present. The security deposit will be refunded without any interest to the Service Provider after the termination or earlier determination of the agreement and on handing over vacant and peaceful possession of the space provided by the Hospital after deduction of amounts payable by it to the Hospital.

#### **Article 4: INFRASTRUCTURE & FACILITIES WITH PROVIDER**

- 4.1 The Provider will make the arrangements of infrastructure required i.e. Equipment's, Stationery, Computer, Printer & scanner. Space & internet connection are to be provided by the Hospital for all routine technical work related to scheme operations, which will be demanded by the Service Provider as per the requirement.
- 4.2 The Hospital shall allow the Service Provider's officials to visit the beneficiary and also check the indoor papers/treatment being given to the beneficiary & whether the patient is comfortable with the services or not. However, the Service Provider shall not interfere with the medical treatment of the patient.
- 4.3 The Hospital will provide a single point of a contact person in case of the assistance required.

#### **Article 5: BILLING PROCEDURE**

- 5.1 The bills must be paid as per the mutually agreed service charges i.e. 4.25 % on the claim settled amount plus the allocable indirect taxes, cess, duties.
- 5.2 The service charges will be a percentage of actual (Including TDS) amount received by Hospital.
- 5.3 Bills will be generated only on completion of every Claim Settled amount.
- 5.4 Income tax or other statutory levies, if any, will be deducted from each payment.
- 5.5 The bill in triplicate should be submitted in the 1<sup>st</sup> week of the following month, for service charges. The service charges will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absence of the manpower.
- 5.6 Payments clearance will be accorded strictly on certification from the accounts department regarding receipts of claim.

#### **Article 6: LIMITATIONS OF LIABILITY AND INDEMNITY**

- 6.1 The Service Provider will not interfere in the treatment and medical care provided to its beneficiaries. The Service Provider will not be in any way held responsible for the outcome of treatment or quality of care provided by the Hospital or discrepancies, shortcomings in the documents provided by Hospital to Service Provider.

- 6.3 The Hospital shall alone be liable to pay or refund of the amount spent by the beneficiary while resolving any grievance under any scheme.
- 6.4 The Hospital shall alone be liable to pay any costs, damages and/or compensation demanded by the patients for the poor, wrong or bad quality of the test report or treatment is given to the patient by the Hospital.
- 6.5 The Service Provider will not be responsible for rejection/cancellation of any claim due to negligence or any shortcomings/want of claim-related documents of the hospital but the provider will be responsible for rejection/cancellation of any claim due to negligence or any shortcomings of the Service Provider.
- 6.6 The Hospital will be responsible both in civil and criminal law and will indemnify the Service Provider in case of any faulty documents being forwarded or submitted by the Service Provider, handed over to him by the Hospital, in pursuance of the claim, which gets rejected.
- 6.7 The service provider will execute an undertaking / Indemnity that Hospital will nowhere be liable for any action against the Service Provider and that there are no cases against them by any authority.

#### **Article 7: HOSPITAL SERVICES**

- 7.1 Hospital will identify Medical eligibility, an appropriate treatment plan of the beneficiaries.
- 7.2 Hospital should provide all reports, evidence & documents which are required for successful claim submission as per guidelines circulated by IC/TPA & SHAS.
- 7.3 Hospital authorities should make compulsion for every Patient to complete Scheme Discharge/Exit formalities, without MJPJAY counter clearance, patient should not be discharged.
- 7.4 Finance & Accounts Officer of the Hospital will be nodal officer on behalf of Director of the Hospital who will be responsible in overseeing raising of claims & settlement thereof.

#### **Article 8: SCOPE OF SERVICES**

- 8.1 Patients under MJPJAY, PMJAY or any other Government scheme as per Agreement.
- 8.2 The Service Provider will take efforts to cover maximum beneficiaries under Scheme with the help & cooperation of the Hospital.
- 8.3 Hospital will have the authority to decline any package proposed by the Service Provider.
- 8.4 The Service Provider will raise Pre-authorization of ETI (Emergency Telephonic

- 9.3 The Hospital shall not hire or appoint personnel deployed by the Service Provider in any capacity immediate or after a minimum period of **TWO YEAR'S** after the expiry of the contract period.
- 9.4 The Hospital shall not disclose the pricing agreed between the Service Provider and the Hospital to any person, Institution.

#### **Article 10: PAYMENT POLICY**

- 10.1 The Service Provider will raise the bill in the first week of every month concerning claim paid amount as per the scheme software with agreed service charges i.e. 4.25% (+GST) plus the allocable indirect taxes, cess, duties, if any..
- 10.2 Hospital will scrutinise the same bill and process payment on every month basis and on receipt of payment under the Scheme by the Hospital, the Hospital will make payment of service charge to service provider within one month and not withhold the same under any circumstance or reason whatsoever. It is further agreed by and between both the Parties and the Hospital undertakes that in case of delay in payment of the bill by the Hospital due to the Service Provider after a period of one month will attract penal interest at the rate of 21% p.a. on outstanding amounts.
- 10.3 If any query relating to bill arise, both the parties to the agreement will communicate with each other and it will be solved amicably.

#### **Article 11: TRANSFER AND ASSIGN**

- 11.1 The Service Provider is granted an exclusive contract and shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of Director of the Hospital, although the Service Provider will be free to engage his staff as employees or otherwise.

#### **Article 12: TERMINATION**

- 12.1 The agreement can be terminated by either party by giving one month's notice in advance. If the service provider fails to give one month's notice in writing for termination of the agreement, then an amount due including security deposit will be forfeited.
- 12.2 Handover process will be done on the last date of notice of termination period.
- 12.3 The Service Provider will stop raising pre-auth on the first date of the notice period and will continue to submit the claims for cases processed by Provider. In this case, the hospital will settle all the bills of the service provider for the cases processed by the service provider.
- 12.4 The Hospitals will be free to appoint anybody on the expiry of the contract except person deployed by the Provider as per clause 7.3.

employment of the personnel deployed by the service provider, it shall be the entirely service provider's responsibility to pay and settle the same.

### Article 13: OTHER SERVICES

13.1 The Hospital is free to choose CS CREATIVE SOLUTION to provide other various services on agreed or new financial terms, which are outside the scope of work of this contract. These services could include, software data entry and Manpower Supply, health camp organization, any such or similar services which can be provided by CS CREATIVE SOLUTION

### Article 14: Jurisdiction

- 14.1 Any Disputes / Claim arising out of this Service Level Agreement are subject to Arbitration and Jurisdiction of Mumbai.
- 14.2 In case of any dispute or differences arising out of this Service Level Agreement, each party may as soon as practicable give to other party notice in writing of the existence of such questions or disputes specifying its nature and the point of issue. If the parties cannot resolve the matters by mutually acceptable solutions within 15 (fifteen) business days, the said dispute or difference shall be referred to and settled by arbitration under the provisions of the Arbitration & Conciliation Act, 1996 or any re-enactments or modifications thereof.
- 14.3 The sole Arbitrator shall enter upon the reference immediately and within 30 working days from its constitution pass the final award. The time of 30 days contemplated may be extended by mutual consent of both the parties in writing.
- 14.4 The venue of the Arbitration shall be Mumbai and the arbitration shall be carried out in English language only.
- 14.5 The arbitration decision shall be final, irrevocable and binding on all parties. The decision shall also determine the expenses of the arbitration and the Party shall bear them or the proportion of such expenses to be borne by each party.
- 14.6 Any amendments in the clauses of the Agreement can be effected as an addendum, after the written approval from both the parties.

IN WITNESS WHEREOF THE SAID SERVICE PROVIDER AND THE HOSPITAL HAVE HERE UNTO SET THEIR RESPECTIVE HANDS

S. V. J. C. T. S. B.K.L. Walawalk.  
Hospital, Diagnostic & Research Cent  
Shreekshetra Dervan  
Chiolun Dist. Ratnagiri

(Sign & Stamp of the Hospital Authority)

For CS Creative Solutions  
Dant  
Proprietor

(Sign & Stamp of the Service Provider)

IN THE PRESENCE OF





1842



Healthcare Solutions

CTS No 250B/1A/12, 5th Floor, DC Plaza,  
Near Mahaveer College, Nagala Park,  
Kolhapur - 416003, Maharashtra, INDIA.  
Ph: 0231-2531099, 2532099.  
Mob.: +91 9689891902.

PROFORMA INVOICE

 250B/1A/12, 5th Floor, DC Plaza, Near Mahaveer College, Nagala Park, Kolhapur, MH, INDIA - 416003 GSTIN/UIN: 27AAHCM1702D1ZY State Name: Maharashtra, Code: 27 CIN: U72900PN2011PTC139277 E-Mail: ac_kanchan@manoramasoftware.com	Invoice No	e-Way Bill No	Dated
	PI/2019-20/011		10-Dec-2020
Buyer	Supplier's Ref.	Other Reference(s)	
Sri Vitthalrao Joshi Charities Trust's B K L Walawalkar Rural Medical College At Post: Sawarde Tal: Chiplun Dist: Ratnagiri 415605 State Name: Maharashtra, Code: 27	Buyer's Order No.	Dated	
	Despatch Document No.	Delivery Note Date	
	Despatched through	Destination	
	Terms of Delivery		

Sl No.	Description of Goods	HSN/SAC	Part No.	Quantity	Rate	per	Amount
1	Lifeline Enterprise Suite Advance Against the Installation, Implementation, Training, Integration Cost of Lifeline Enterprise Suite Application	998314					15,20,000.00
		CGST					1,36,800.00
		SGST					1,36,800.00
Total							₹17,93,600.00

Amount Chargeable (in words)

INR Seventeen Lakh Ninety Three Thousand Six Hundred Only

F & O E

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
998314	15,20,000.00	9%	1,36,800.00	9%	1,36,800.00	2,73,600.00
	Total		1,36,800.00		1,36,800.00	2,73,600.00

Tax Amount (in words) : INR Two Lakh Seventy Three Thousand Six Hundred Only

Company's PAN : AAHCM1702D

Company's Bank Details

Bank Name : HDFC Bank Ltd - Current Account  
A/c No. : 01642020004497  
Branch & IFS Code: Shahupuri, Kolhapur & HDFC0000164  
for Manorama Infosolutions Pvt Ltd 2020-21

Declaration  
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.



Authorized Signatory

This is a Computer Generated Invoice

PAID BY CHLQUE  
NO 126553  
Dt. 14/12/20  
For Rs. 1641500/-



Sr. No.	Module Name
	Patient Registration & Admission Services
1	Appointment
2	Registration
	Clinical Services
3	OPD Doctor's Desk(General EMR)
4	IPD
5	Nursing Desk
6	ICU
7	Operation Theatre
8	Dialysis
	Diagnostic & Investigation Services
9	Laboratory
10	Radiology
	Store Management
11	Inventory
12	Pharmacy
13	Equipment Maintenance Cell
	ERP
14	Purchasing
15	Financial Accounting Interface with Tally ERP.
	Hospital Financial Services
16	Billing
17	Insurance Claims
	Allied Services
18	Medical Record Room (MRD)
19	Issue of Certificates
20	MCI
	Administrative Services
21	Enterprise Configuration
22	Management Information System

## 2. Pricing and Commercials

One Time Cost				
Sr. No.	Particular	Unit	Unit Price	Total
1	Installation, Implementation, Training, Integration Cost of Lifeline Enterprise Suit Application for the modules mentioned in the Scope and as per the Implementation Plan mentioned in document.	1	1900000	1900000
	Implementation (Offsite Team).			
	Installation of Application on Data Centre / Clients Server			
	Implementation Fee as per the modules listed in SOW.			
	Implementation Resources as per plan.			
	Training for 50 Resource for 25 days at central location.			
	Considered Train the Trainer Concept.			
	Here implementation considered for 3 month with 50 Man-days After that Onsite Man days / Man months charges will apply.			
<b>Total One Time Cost</b>				<b>1900000</b>
Monthly Cost				
Sr. No.	Particular	Months	Monthly Cost	Monthly Total
2	Opex Cost on Monthly Subscription for the following items	12	25000	300000
	Lifeline Enterprise Suit Application License for the modules mentioned in Scope <b><u>with 1 Legal entities and 2 Locations with 200 Application Users ( 1<sup>st</sup> Year)</u></b>			
2.1	Lifeline Enterprise Suit Application License for the modules mentioned in Scope <b><u>with 1 Legal entities and 2 Locations with 200 Application Users ( 2<sup>nd</sup> Year)</u></b>	12	26250	315000
2.2	Lifeline Enterprise Suit Application License for the modules mentioned in Scope <b><u>with 1 Legal entities and 2 Locations with 200 Application Users ( 3<sup>rd</sup> Year)</u></b>	12	27563	330750
2.3	Lifeline Enterprise Suit Application License for the modules mentioned in Scope <b><u>with 1 Legal entities and 2 Locations with 200 Application Users ( 4<sup>th</sup> Year)</u></b>	12	28941	347288
2.4	Lifeline Enterprise Suit Application License for the modules mentioned in Scope <b><u>with 1 Legal entities and 2 Locations with 200 Application Users ( 5<sup>th</sup> Year)</u></b>	12	30388	364652
<b>Total Monthly Cost</b>				<b>1657689</b>
<b>Total One Time Cost + 60 months</b>				<b>3557689</b>

Additional Cost ( Option)				
Sr. No.	Additional	Unit	Unit Price	Total Price
1	Per man day offsite Training rates	1	9000	9000
2	Additional Customization Charges (per Man-day)	1	9000	9000
3	Uni - Directional Lab Machine Interface	1	25000	25000
4	Bi - Directional Lab Machine Interface	1	35000	35000

### 3. Billing and Payment

a) For One Time Cost .

Milestones	Details
M1	80% Advance
M2	20% on Installation of application on client server

b) For Monthly Cost

Milestones	Details
M5	3 months Advance.

Taxes extra.

Bank charges applicable (if any) for transfer of payments to be reimbursed to MIPL in additional.

Please note: PO has been deemed accepted once MIPL sends a formal Email acceptance.

Bank charges applicable (if any) for transfer of payments to be reimbursed to MIPL in additional.

**Funding Agreement between  
Hindu Society of Ottawa-Carleton (HSOC)  
And  
Shri Vithalrao Joshi Charities Trust (Partner)  
for supporting health care for the poor backward social segment**

**Project Name**  
Health Care Services

**Project Time period**  
Jan 1<sup>st</sup> 2020 to Dec 31<sup>st</sup> 2020

**Amount** Indian Rupees 14,00,000

This is an estimated amount and depends on contributions received by HSOC towards this program during the calendar year. HSOC will try utmost to meet this amount. The project amount will be adjusted accordingly depending up on the prevailing Rupees conversion rates from Canadian dollars.

**Project Manager**

Partner Shri Vikas K. Walawalkar, Managing Trustee, Shri Vithalrao Joshi Charities Trust.  
HSOC President, HSOC.

**Project Description**

The partner operates Bhaktashreshtha Kamalakar Laxman Walawalkar (BKLW) Hospital since 1996 at Dervan (about 280 Km from Mumbai and 240 Km from Pune, on the Mumbai-Gua road). The hospital offers basic & state-of-the-art health services to the poor & needy people at affordable rates.

The purpose of this funding is to support services offered by the hospital in the areas of retinal and children health.

**Project Cost Estimate:**

The HSOC share of the cost for this yearly project is set at about Rs14,00,000

**Project Approach**

A list of beneficiaries with name, age, gender, brief background and support requirement will be identified by partner. The moneys will be released semi-annually based on the documentation sent by the partner. HSOC will authorize the funds by category to be spent by the partner. The partner will provide a financial statement at the end of fiscal year and provide expenditure receipts, invoices if asked by HSOC. Any unspent funds will be rolled into subsequent agreement if any; otherwise HSOC will direct the partner regarding the residuals.

## Project Milestones; Tasks and Deliverables

### 1. Cataract

	Tasks	Deliverables	HSOC Contribution	Schedule
1	Cataract	List of beneficiaries along with individual profile		Jan 1 <sup>st</sup> 2020 to Dec 31 <sup>st</sup> 2020
1.1	Lenses	Lenses Receipts of purchase	2,26,000	Jan 1 <sup>st</sup> 2020 to Dec 31 <sup>st</sup> 2020
1.2	Drugs Discharge Medicine Other	Drugs  Receipts of purchase	25,000	Jan 1 <sup>st</sup> 2020 to Dec 31 <sup>st</sup> 2020
1.4	Food	Food  Receipts of purchase	5,000	Jan 1 <sup>st</sup> 2020 to Dec 31 <sup>st</sup> 2020
	Total		2,56,000	

### 2. School Dental Health (Children's Dental Care)

Sr. No	Tasks	Deliverables	HSOC Contribution	Schedule
1	Screening of Z.P School Children for dental caries	List of Beneficiaries along with individual profile	1,00,000.00	Jan 1 <sup>st</sup> 2020 to Dec 31 <sup>st</sup> 2020
1.1	Dental Procedures	Receipts of Procedures i.e. GIC, Scaling, ZOE, Extractions etc.	5,00,000.00	Jan 1 <sup>st</sup> 2020 to Dec 31 <sup>st</sup> 2020
	Total		6,00,000.00	

### 3. Malnutrition Elimination (Children's Nutrition)

Dr. No	Tasks	Deliverables	HSOC Contribution	Schedule
1	Nutritional Supplements for Children	Nutritious Laddos are given to malnourished children @ 3 laddos per day for 6 months duration	3,24,000.00	Jan 1 <sup>st</sup> 2020 to Dec 31 <sup>st</sup> 2020
2	Medicines		1,20,000.00	Jan 1 <sup>st</sup> 2020 to Dec 31 <sup>st</sup> 2020
	Total		4,44,000.00	

### 4. Adolescent Girls Initiate (Adolescent girls health)

Sr. No	Tasks	Deliverables	HSOC Contribution	Schedule
1	Screening of Schools and Colleges for Adolescent Girls	List of Beneficiaries along with individual profile		Jan 1 <sup>st</sup> 2020 to Dec 31 <sup>st</sup> 2020

1.1	Training & Capacity Development	Hospital based One Day Workshop-monthly 1 workshop =150 girls.	84,000.00	Jan 1 <sup>st</sup> 2020 to Dec 31 <sup>st</sup> 2020
1.3	Referral Services, Iron Folic Acid, Deworming etc	150 Girls per month and 30 girls every quarter	16,000.00	Jan 1 <sup>st</sup> 2020 to Dec 31 <sup>st</sup> 2020
	<b>Total</b>		<b>1,00,000.00</b>	

### Project Control

The Partner Project Manager will provide the following information to HSOC:

1. Profiles of the benefactors with their names, age, family income and size, if any.
2. The HSOC will examine the profiles and select benefactors and send the funds for this purpose in one sum to the trust.
3. The trust will acknowledge receipt of the funds by E- mail within a week.
4. The partner will maintain and provide to the HSOC, if required, all the supporting documentation relating to the expenditure of HSOC funds.
5. The partner will set up a project HSOC in their accounting system and post the ledger entries charged against this project as per the break down above. The partner will provide the list of these transactions along with the totals semi-annually.
6. The partner will provide an audited report regarding the HSOC funding.
7. Reports of disbursement of funds with acknowledgement from the recipients with their photographs are to be sent by mail within a reasonable period (about a month) by the Trust.
8. Performance reports of the recipients should be provided to HSOC at the end of each agreement term.
9. Deviations for any reason from the initially selected list of beneficiaries, amount, purpose etc. should be communicated to HSOC and pre-authorization received from HSOC.
10. Final reports of disbursement, additional funding provided from other sources, or balance left over should be provided by the Trust at the end of the academic year.

### Project Dependencies, Assumptions and Constrains:

The partner will ensure there is a direct benefit to the needy, poor, economically backward population.

### Payments

HSOC will provide 50% of the amount subsequent to signing the Finding Agreement.

The remaining amount 50% will be released by HSOC at the end of the project subject to satisfactory performance, financial report and actual project costs summary.

**HSOC Project Manager**

Name and Title: President Mythili Kalyanasundaram

Signature: Mythili Kalyanasundaram


Date: Jan 27, 2020

**Project Manager**

Name and Title: Shri Vikas K. Walawalkar, Managing Trustee

Signature: DR. Surarna N. Patil (M.D.)  
Medical Director.

Date: S.V. J.C.T. B.K.L. Walawalkar Hospital

  
18/8/20

S. V. J. C. T. S. B.K.L. Walawal  
Hospital, Diagnostic & Research Cen  
Shreeksheeta Dervan  
Tal -Chiplun, Dist. Ratnagiri

Appendix A  
Health Care Services

The partner operates Bhaktashreshtha Kamalakar Laxman Walawalkar (BKLW) Hospital since 1996 at Dervan (about 280 Km from Mumbai and 240 Km from Pune, on the Mumbai-Goa road). The hospital offers basic & state-of-the-art health services to the poor & needy people at affordable rates.

Costs

5. Cataract

Cost Breakdown - Medicines:

Sr. No.-	Description	Rupees
1	Laboratory Investigation Complete blood count	130
2	Serum creatinine	70
3	Blood sugar (F/PP)	70
4	Urine routine	50
5	Anesthesia	280
6	Eye drop	200
7	Disposable Material	400
8	Drugs	500
9	Suture Material	500
10	Lense	4500
11	Auro gel	1000
	<b>Total</b>	<b>7700</b>

Food & Lodging Expenses – 1.5 Day

1	Hospital Bed	Complimentary
2	Lunch (1)	30
3	Dinner (1)	30
4	Breakfast (1)	20
5	Tea (2)	20
6	Travel (To and from patient residence)	200
	<b>Total</b>	<b>300</b>

1. Cataract: 32 patients per year @ Rs 8000 per patient = Rs 8000 X 32 = Rs. 2,56,000
2. Total Cost of Project = Rs.2,56,000 per year [Not including Personnel cost]






महाराष्ट्र MAHARASHTRA

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AN 478047

सत्यापन प्रमाणपत्र	/ दत्त नौदणी काणार अदलेत का -
सदम निष्कासक का/कायदे नदत	दुनि.विपक्ष / मोवयला स्वकम र. --
सदस्यतेत उभम	Sec Vithaldas Joshi Charities Trust
सदम विपक्ष संयुक्त नदत	डि.वि.प. संयुक्त 25/19 B.L. Walewkar Hospital Diagnostic
सदम उभयसदस्य नदत	डि.वि.प. संयुक्त 25/19 B.L. Walewkar Hospital Diagnostic
सदम संयुक्त संयुक्त 5,000/-	आधारसदस्य नदत 1000 30930009
सदम निष्कासक व	2021 तारीख 99/01/19
सदम विपक्ष संयुक्त-सदस्य सदी	
सदम निष्कासक मुद्राक-विकेसदस्य	
सदम निष्कासक संयुक्त	
सदम निष्कासक, विपक्ष, परसदस्य सं.3/00	

  
 उप कोबागार अधिकारी  
 विपक्ष  
 24 MAY 2019



**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (hereinafter, the "Agreement" is entered into on 12<sup>th</sup> day of July, 2019 (hereinafter, the "Effective Date")



Shawarshi

**BY AND BETWEEN**

**B.K.L. Walawalkar Hospital Diagnostic & Research Centre**, having its address at having address at Kasarwadi, a/p Sawarde, Tal. Chiplun, Dist. Ratnagiri - 415606 (Maharashtra, India) (Hereinafter referred to as the "**Disclosing Part**", which expression shall, where the context admits, include its successors and permitted assigns), of the **ONE PART**;

**AND**

**Bhat Bio-Tech India (P) Ltd.**, having its registered office at 11-A, 4<sup>th</sup> Cross, Veerasandra Industrial Area, Electronics City, Bangalore - 560 100 (Karnataka, India) (Hereinafter referred to as the "**Receiving Party**", which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and permitted assigns); of **THE OTHER PART**.

**WHEREAS** the Disclosing Party is desirous of working with the Receiving Party in a mutually beneficial manner; and the Disclosing Party may share information that is confidential and proprietary either during the discussions or during the course of the business relationship, for the purpose of enabling the parties to interact and work productively (hereinafter referred to as the "**Purpose**");

**WHEREAS** the Disclosing Party desires to protect such Confidential Information and ensure that it is not disclosed to any third party without the permission of the Disclosing Party.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. CONFIDENTIAL INFORMATION**

- a) For purposes of this Agreement, "Confidential Information" means and includes all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged and any data or information that is proprietary to the Disclosing Party and not generally known to the public,

2 | Page

*Shamshul*

whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- i. any Trade Secrets, Proprietary documents, business plans, process, structure or practices;
  - ii. point of care kit design by lateral flow technology- Any design, drawings, process, procedure, source code, flow charts, databases, improvement, technology or method;
  - iii. any concepts, story, reports, data, know-how, works-in-progress, designs, development tools, specifications;
  - iv. any information gathered through a survey/ research agencies appointed by the Disclosing Party;
  - v. any marketing strategies, plans, financial information, or projections; operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
  - vi. any information related to the specifications given by the Disclosing Party and cost of project execution or delivery of service;
  - vii. plans for products or services, and client or partner lists;
  - viii. any invoices, bills, e-mail communications, mobile text communications, and any other communication related to the projects, products or services undertaken by either of the Parties for the other Party or on the behalf of the other Party or its vendors;
  - ix. Any other information that should reasonably be recognized as confidential information of the Disclosing Party.
- b) Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the

*Shamir Shah*

Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets;

- c) The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose;
- d) Notwithstanding any other provision of this Agreement, the Parties acknowledge that Confidential Information shall not include any information that:
  - i. is or becomes legally and publicly available without breach of this Agreement by the Receiving Party;
  - ii. was rightfully in the possession of the Receiving Party without any obligation of confidentiality; or
  - iii. is disclosed or is required to be disclosed under any relevant law, regulation or order of court, provided the Disclosing Party is given prompt notice of such requirement or such order and (where possible) provided the opportunity to contest it, and the scope of such disclosure is limited to the extent possible.

## 2. NON-DISCLOSURE

- a) The Receiving Party shall use the Confidential Information only for the Purpose and not disclose any or part or summary or extract of the Confidential Information to any third party, including third parties affiliated with the Disclosing Party, without the Disclosing Party's prior written consent, which prior consent the Disclosing Party may refuse to give without assigning any reasons;
- b) The Receiving Party shall hold and keep in strictest confidence any and all Confidential Information for a period of Five (5) year from the Effective Date and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information;
- c) The Receiving Party shall not disclose the sale of materials of the Disclosing Party to any individual/person/any client of the Disclosing Party;
- d) The Receiving Party shall not replicate the point of care kit design by lateral flow technology (including without limitation, store in any computer or electronic system) any Confidential Information or any documents containing Confidential

*Shameer*

Information without the Disclosing Party's prior written consent. The Receiving Party shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all Confidential Information disclosed to the Receiving Party, including all copies (if any) made in terms of these;

- e) The Receiving Party shall not commercially/non-commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose as defined above, and such persons are under similar obligation of confidentiality and non-disclosure as these presents. In the event that any employees, agents or affiliates of the Receiving Party disclose or cause to be disclosed the Confidential Information, the Receiving Party shall be liable for such disclosure;
- f) The Receiving Party may not disclose Confidential Information to Consultant(s)/Third parties under any circumstances regardless of whether the consultant/third party has executed a Non-Disclosure Agreement with the Disclosing Party;
- g) The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement;
- h) The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Confidential Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Confidential Information;
- i) During the term of this agreement, the Receiving Party may use the association with the Disclosing Party only towards the purposes of providing service as envisaged under their business association;

*Shamir Shah*



- j) While nothing in this Agreement shall prevent the Receiving Party from working with any other party engaged in a similar business, they shall not disclose any portion of the Confidential Information including but not limited to, business ideas, model, plans or process and client or vendor information to any party in competition with the Disclosing Party at any point of time.

### 3. PUBLICATIONS

The Receiving Party shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the Disclosing Party. The Receiving Party shall further not use any photographs/video/other materials belonging or related to the Disclosing Party in promotional content through electronic, print or other mediums.

### 4. NON SOLITICATION AND NON CIRCUMVENT

- a) The Receiving Party agrees that, for a period of five (5) years from the launch of the portal that is developed by the Receiving Party for the Disclosing Party, it will not, directly or indirectly:
- i. Solicit for employment or hire, in any capacity, any employee of the Disclosing Party or any of its affiliates;
  - ii. Solicit any clients or client prospects that have been introduced to the party or any of its affiliates; and in addition will not circumvent the other party in any business dealings originated or initiated by the other party with respect to a client, prospective client or business contact.
- b) Both parties agree not to take or allow to be taken any action during the term of this Agreement that has the effect of circumventing the terms of this Agreement, it being the intent of the parties that each abide by both the letter and the spirit of the terms of this Agreement.

### 5. TERM

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- a) This Agreement shall be effective from the date hereof and shall continue to be in force for as long as discussions take place between the Parties or any business relationship subsists between the Parties and for a period five (5) years after the cessation of such business relationship and/or discussions. Certain obligations shall survive the cessation of the business relationship between the parties, as laid out herein;
- b) Upon any demand made by Disclosing Party, the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information, and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules or like thereof, in accordance with this clause and Section 7 of this Agreement. The obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.

## 6. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- a) **Title and Copyright Assignment.**
  - i. All products and results of the Receiving Party's services rendered hereunder (the "Work") are works made for hire. The Receiving Party acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyrights) belongs to and shall be the sole and exclusive property of the Disclosing Party;
  - ii. Notwithstanding the foregoing, Receiving Party also hereby assigns and transfers to the Disclosing Party, its successors and assigns, the entire right, title, and interest in and to all copyrights in the Work; all registrations and copyright applications relating thereto and all renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights; and all rights corresponding to the foregoing throughout the world;
  - iii. The Receiving Party hereby waives and appoints the Disclosing Party to assert on Receiving Party's behalf, the Receiving Party's moral rights or any equivalent

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- rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions or the Work, in any medium, for the Disclosing Party's purposes;
- iv. The Receiving Party agrees to execute all papers and to perform such other proper acts as the Disclosing Party may deem necessary to secure for the Disclosing Party or its designee the rights herein assigned.

**b) Patent Assignment**

- i. The Receiving Party may invent new, original, and ornamental or useful inventions in the course of or related to the Receiving Party's business relationship with the Disclosing Party ("the Inventions");
- ii. The Receiving Party hereby assigns and/or transfers to the Disclosing Party, its successors or assigns, the entire right, title, and interest in and to said Inventions, and any patent and patent applications deriving there from for any such invention in India and throughout the world, including the right to file foreign applications directly in the name of the Disclosing Party and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise; and to cooperate with the Disclosing Party as may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing said patent or patent applications in India and throughout the world for said Inventions, and for perfecting, recording, or maintaining any such title in the Disclosing Party;
- iii. Notwithstanding the above, the Receiving Party shall not assign and/or transfer any invention for which no confidential information of the Disclosing Party was used, unless the invention results from any work performed by the Receiving Party for the Disclosing Party.

**c) Ownership of Trademarks**

The Receiving Party hereby acknowledges that the Disclosing Party shall retain all right, title, and interest in all trademarks, trade dress, and good will that results from the Confidential Information or any use or offer to sell thereof.

**7. TITLE AND PROPRIETARY RIGHTS**

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- a) Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information;
- b) No license under any trademark, patent or copyright, or application for same, which are now or thereafter may be obtained by the Disclosing Party is either granted or implied by the conveying of Confidential Information;
- c) The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information;
- d) Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

#### **8. RETURN OF CONFIDENTIAL INFORMATION**

Upon written demand of the Disclosing Party, the Receiving Party shall:

- a) Cease using the Confidential Information;
- b) Return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice; and
- c) Upon such return, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

#### **9. REMEDIES**

- a) The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate;

*Shamshul*

- b) The Receiving Party acknowledges that damages are not a sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing Party is entitled to, without limitation to the other rights guaranteed under this Agreement, to specific performance or injunctive relief (as appropriate) as one of the remedies for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.

#### **10. ENTIRE AGREEMENT, AMENDMENT AND ASSIGNMENT**

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties, by way of an addendum. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

#### **11. INDEMNITY**

- a) The Receiving Party agrees to indemnify and hold harmless the Disclosing Party and their employees, and agents against any loss, damage, claim, action or expense (including legal expense), which they may suffer as a direct or indirect result of any of the following:
- a) a breach of this Agreement by the Receiving Party;
  - b) any breach of warranty or representations given by the Receiving Party under this Agreement being incorrect or misleading in any way; or
  - c) any negligent act or failure to act by the Party or any of that Party's employees, agents, officers or sub-contractors.
- b) The Receiving Party agrees to take Professional Indemnity Insurance of Two Crore Rupees.

#### **12. DISPUTE RESOLUTION**

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- a) **Mediation.** The Parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally;
- b) **Arbitration.** In the event that mediation fails, any controversy or claim arising out of or relating to this Agreement or breach of any duties hereunder shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act of India, 1996. All hearings will be held at Pune, India and shall be conducted in English. The parties shall each appoint an arbitrator who shall then appoint a sole arbitrator to preside over the Arbitration proceedings.

### **13. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of India. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of Pune, India for the adjudication of any dispute hereunder or in connection herewith.

### **14. FORCE MAJEURE**

In the event of the failure of either party to perform any of its obligations under this Agreement shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by factors beyond the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, external hacking, breach of security, vandalism, accident, restraint of government, governmental acts, injunctions, strikes and other such incidents beyond the reasonable anticipation and control of the party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.



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## 15. MISCELLANEOUS

- a) The Parties and their employees shall not claim or promote the sale/project undertaken by them on behalf of the other Party as their own under any circumstance;
- b) No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power;
- c) The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights;
- d) In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect;
- e) The Receiving Party shall not disclose the details of sale, transaction, cost, installation details even if the Receiving Party changes its name and operates under a new name or a new address;
- f) All obligations respecting the Confidential Information provided hereunder shall survive any termination of this Agreement;
- g) In the event there is any change in the address of either the disclosing party or the receiving party, the same shall be recorded by way of an Annexure to this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

*[Signature]*  **MINATH**  
 (Disclosing Party)  
 STATE OF MAHARASHTRA  
 Reg. No. 902  
 CHIPLUN

*[Signature]*  **SHAWALBHAI**  
 (Receiving Party)  
 BHAAT BIO - TECH INDIA (P) LTD.  
 Veerasaundra Industrial Area,  
 Electronic City  
 BANGALORE - 560100

**JEEVAN K. RELEKAR**  
 STATE OF MAHARASHTRA  
 Reg. No. 902  
 CHIPLUN

**WITNESSES:**

1. *[Signature]*  
 Name: **Ravuri Kumar M**

Address: **11/A, 4<sup>th</sup> Cross, VEE RASAUNDRA INDUSTRIAL AREA, ELECTRONIC CITY PHASE-4 BANGALORE - 560100**

2. *[Signature]*  
 Name: **Grish D. Garul**

Address: **Saigade**



**BEFORE ME**

*[Signature]*  
**JEEVAN K. RELEKAR**  
 NOTARY STATE OF MAHARASHTRA  
 CHIPLUN, DIST. RATNAGIRI

**Noted & Registered  
 at Serial Number**

**1504**  
**29/07/2013**

**NOTARY**  
 GOVT. OF MAHARASHTRA  
 CHIPLUN

**NOTARY**  
 GOVT. OF MAHARASHTRA  
 CHIPLUN

**RESURVE**  
 NOTARIAL







महाराष्ट्र MAHARASHTRA

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पत्राचा प्रकार/अनुच्छेद क्रमांक -	
पत्राचा प्रकार -	
दल नोंदणी करणार आहेत या. - (होम/बाही)	
नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नांव -	
निष्करीचे वर्णन -	मांडणी रक्कम -
मुद्रांक विकत घेणाराचे नाव व पत्ता - <b>Shri Vitthalrao Joshi Charities Trust &amp; B.K.L. Walawalkar Hospital Diagnostic &amp; Research Centre</b>	
दुसऱ्या पक्षकाराचे नांव -	
हस्त असल्यास त्यांचे नांव पत्ता - <b>गिरिजा सुरूप - खात</b>	
मुद्रांक रक्कम - <b>१००</b> मुद्रांक नं. क्र. <b>५३०६</b> तारीख : <b>१२/३/२०१८</b>	
पत्राचा प्रकार मुद्रांक विक्रीसाठी व पत्ता : १३८८, सावर्डे, कासारवाडी, ज. विदर्भ. मुद्रांक विक्रीचा घाताना क्र. ३/१९९१	
श्री. एन.आर.माने	



**ADDENDUM TO AGREEMENT FOR CONTRACT**

**BETWEEN**

**B K L Walawalkar Hospital (Private Network Hospital)**

**AND**

**STATE HEALTH AUSSURANCE SOCIETY (SHAS)**

**AND**

**Paramount Health services & Insurance TPA Ltd (THIRD PARTY ADMINISTRATOR)**

Commencement date: 13.03.2019

Expiry Date:

Duration:

  
**Director**  
**B.K.L. Walawalkar Rural Medical College,**  
**Sawarde, Kasarwadi, Pin - 415605**

**Addendum to Agreement  
Between Network Hospital, State Health Assurance Society and TPAs**

This Addendum is executed on this 13 day of March, 2019 by and between:-

1. Paramount Health services & Insurance TPA Ltd, being the Third Party

Administrator having its address at Mumbai (hereinafter referred to as the TPA)

**AND**

2. State Health Assurance Society, having its address at Mumbai  
(hereinafter referred to as SHAS)

3. B.K.L.Walwalkar Hospital Diagnostic & Research Centre dervan having its  
address at Sawarde (Herein after referred to as Network Hospital (NWH))

**Whereas;**

1. The SHAS and TPA have already entered into an Agreement dated 13.03.2019 which governs the terms and conditions upon which the scheme of the Government of Maharashtra i.e. **Mahatma Jyotiba Phule Jan Arogya Yojna** (MJPJAY) is being conducted.

2. In view of the advent of the **Prime Minister Jan Arogya Yojna** (PMJAY), by the Hon'ble Prime Minister of India, it is now expedient to integrate PMJAY and MJPJAY in order to advance maximum benefit to the beneficiaries under both the said schemes.

3. In view of the integration of PMJAY and MJPJAY there shall be a consequent increase in the Sum insured and also another benefit of Portability shall be extended to SECC beneficiaries.

  
**Director**  
B.K.L.Walwalkar Rural Medical College,  
Sawarde, Kasarwadi, Pin - 415606

4. In order to execute the integrated scheme, it is therefore necessary to amend the existing Agreement as above to the extent of the present Agreement. All other terms, conditions of the Agreement referred above and MOU with Insurer in first and second phase remain unchanged except the following new additions/amendments which shall be read in conjunction with the original Agreement.

**Definitions -**

1. **"Entitlement"** means provision of coverage on floater basis up to Rs. 5 Lakh per family per year under PMJAY for all beneficiaries listed in SECC data of country who hold e-card. Provision of coverage on floater basis up to Rs. 1.5 Lakhs per family per year under MJPJAY and Rs 2.5 lakhs for Renal Transplantation along with 121 follow up procedures and 131 Government reserved procedures in any of the Network Hospitals subject to Package Rates on Cashless basis."

2. **"Beneficiary"** means the Families with yellow, Orange, Antyodaya, Annapurna Ration card, white ration card holder farmers of 14 Agriculturally distressed Districts, construction workers and their family members identified by Labour department for MJPJAY and e-card holder from 83.72 lakhs SECC families of Maharashtra along with e-card holder of any other state.

3. **"Arogyamitra"** shall mean the person stationed by the TPA at the Hospital who acts as intermediary with the Hospital and beneficiaries and will also work as AyushmanMitrah and holding the beneficiary of MJPJAY and PMJAY from

  
**Director**  
B.K.L. Watawalkar Rural Medical College,  
Sawarde, Kasarwadl, Pin - 415606

admission to discharge. He will also assist in the process of issuing e card for the beneficiaries listed under the SECC data base.

**NOW THE PARTIES AGREE AS UNDER:-**

**1. AB-PMJAY Beneficiaries & Sum Insured:**The TPAs shall ensure that in their agreements with the Network Hospital or otherwise, the Network Hospitals shall agree and undertake to cater services to three categories of beneficiaries;

**First-** *AB-PMJAY beneficiaries; those families who are enlisted only under SECC data base are eligible for a benefit of Rs.5 lakh per family per year on a family floater basis for 840 Medical and Surgical procedures as specified. All claims will be directly settled by SHAS.*

**Second-** *MJPJAY & AB-PMJAY beneficiaries;*

- i. Those families who are enlisted under SECC data base and having Ration card which is entitled for MJPJAY are eligible for a benefit of Rs1.5 lakh per family per year on a family floater basis under MJPJAY for the 840 Medical and Surgical procedures covered under MJPJAY and all those claims will be directly settled by insurer on Insurance mode.*
- ii. After the sum insured exhausted in MJPJAY then they are eligible for a benefit of Rs. 3.5 lakhs per family per year on a floater basis under AB-PMJAY for the procedures covered in MJPJAY and all such claims will be directly settled by SHAS on Assurance mode.*

*(i) &(ii) together shall not exceed 5 lakh per family in a year.*

**Third -** *AB-PMJAY beneficiaries of other states;*

  
**Director**  
B.K.L.Walsajkar Rural Medical College,  
Sawarde, Kasarwadi, Pin - 415606

*Those families who are enlisted only under SECC data base are eligible for a benefit of Rs.5 lakh per family per year on a family floater basis. All claims will be directly settled by respective state SHA (State Health Agency).*

**2. Scope of work :**

In addition to terms and conditions mentioned in existing contracts, it shall be ensured by the TPAs that the Private Network Hospital (**NWH**) agrees and undertakes to perform the below mentioned duties:-

- i. NWH shall provide services to first, second and third categories of beneficiaries as per the guidelines of MJPJAY and PMJAY wherever they are applicable*
- ii. The Provider will submit the e-pre-authorization for all eligible beneficiaries of AB-PMJAY who are having e-card, after admitting the beneficiaries as in-patient, on the MJPJAY website and PMJAY Website wherever it is applicable.*
- iii. The list of procedures that have to be performed under MJPJAY (840) and PMJAY(1393) other state package list is enclosed and it shall be ensured by the TPAs that NWH provide these procedures under both these schemes.*
- iv. System will auto select the scheme for which beneficiary is entitled for based on above mentioned beneficiary categories. If beneficiary avails treatment only under MJPJAY then payment will be made by NIC up to 1.5 lakhs per family per year and 2.5 for Renal Transplantation and if beneficiary avails treatment only under AB-PMJAY then payment will be made by SHAS if beneficiary is from Maharashtra and State Health Agency of respective state as per the guidelines issued by SHA or NHA (National Health Authority) if beneficiary from other state.*



Director

B.K.L.Walawalkar Rural Medical College,  
Sawarde, Kasarwadi, Pin - 415606

Beneficiary Type	Sum Insured	No of Procedures can be availed for ecard holders from MJPJAY for Private Hospital	Sum Insured Sharing logic
Beneficiary eligible only for PMJAY-Maharashtra	500000	840	i. Upto 5 lakh Sum Insured per family per year on floater basis for 840 procedures at designated and claims will be settled by SHAS.
Beneficiary eligible for Both MJPJAY & PMJAY-Maharashtra	500000	840	ii. Those families who are enlisted under SECC data base and having Ration card which is entitled for MJPJAY are eligible for a benefit of Rs 1.5 lakh per family per year on a family floater basis under MJPJAY for the procedures covered under MJPJAY and all those claims will be directly settled by insurer.
			iii. After the sum insured is exhausted in MJPJAY then they are eligible for a benefit of additional Rs. 3.5 lakhs per family per year on a floater basis under AB-PMJAY for the procedures covered in MJPJAY and all such claims will be directly settled by SHAS.
			(i)(ii)and(iii) together shall not exceed Rs. 5 lakhs per family in a year.
PMJAY Eligible beneficiaries of other than Maharashtra	500000	0	Upto 5 lakh Sum Insured per family per year on floater basis for 1393 procedures and claims will be settled by respective state SHA



Director


B.K.L.Walawalkar Rural Medical College,  
Sawade, Kasarwadi, Pin - 415000

3. All other terms and conditions governing the Agreement between the TPAs, Insurer and the SHAS shall remain the same and shall be read into the present Addendum if so required.

4. The TPA shall specifically ensure that the NWHs are made aware of the fact that strict action of de-empanelment as per the prevalent terms, including that of blacklisting shall be taken against any hospital which is found to indulge in any form of malpractice, cheating, fraud or corrupt practice in the performance of both the schemes. The TPA shall further make the NWHs aware that Non-furnishing of the benefits under the said Schemes to an entitled beneficiary without any lawful justification shall be treated as a malpractice.

5. The TPA indemnifies the SHAS, State Government and Central Government from any civil or criminal liability that may arise on account of any of the acts or omissions of the TPA, the NWH or any person connected therewith.

Chief Executive Officer  
State Health Assurance  
Society  
Mumbai

  
Managing Director  
/Medical Superintendent  
/Dean of Network Hospital  
Director

Project Head  
TPA

B.K.L.Walawalkar Rural Medical College,  
Sawarde, Kasarwadi, Pin - 415006

In the presence of:

- (1)
- (2)

**EXTENSION OF  
MEMORANDUM OF  
UNDERSTANDING (MoU)**

between

VPM's Maharshi Parshuram College of  
Engineering, Velneshwar

&

SVJC Trust's Bhaktshreshtha  
Kamalakar pant Laxman Walawalkar  
Hospital, Diagnostic & Research Centre  
(B.K.L. Walawalkar Hospital), Dervan





## EXTENSION OF MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on the 8<sup>th</sup> of February 2019,

between

**VPM's Maharshi Parshuram College of Engineering, Velneswar, Hedvi-Guhagar Road, 415729. The First Party** represented herein by its **Principal Dr. Avinash Madhukar Chincholkar** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in - office, administrators and assigns).

**AND**

**SVJT Trust's B.K.L. Walawalkar Hospital, Shreekshetra Dervan, 415606, the Second Party**, and represented herein by its Director, **Dr. Suvarna N. Patil**, (hereinafter referred to as "**Second Party**", which expression, unless excluded by or repugnant to the subject or context shall include its successors - in - office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')



**Whereas:**

- A) First Party is a Higher Educational Institution named: **VPM's Maharshi Parshuram College of Engineering, Velneshwar,**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of hospital visits, Guest lectures, Projects, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) B.K.L. Walawalkar Hospital Trust, Dervan, the Second Party is multispecialty hospital equipped with state-of-the-art equipments providing modern medical facilities and best of the medical care to the poor villagers residing around Dervan, in particular, and to the entire population in Konkan region, in general, at highly subsidized rates along with its Rural Medical College.
- F) B.K.L. Walawalkar Hospital Trust, Dervan, the Second Party is promoted by Shree Sant Sitarambuwa Walawalkar Charitable Trust at Dervan since 1969.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**

**CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall



establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, project forming keeping in mind the needs of the hospital and the medical college, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario



meaningfully.

- 2.3 **Hospital Training & Visits:** Hospital and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its various departments, and also involve in various research projects. The Hospital visit and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / medical camps for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research, seminars and project activities in the fields of **biomedical equipments, medical laboratory instruments etc.**
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.7 There is no financial commitment on the part of the **VPM's Maharshi Parshuram College of Engineering, Velneshwar**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-



how, inventions, patents, copy rights and designs) of the other Party.

#### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **B.K.L.Walawalkar Hospital Trust** the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part B.K.L.Walawalkar Hospital Trust, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU
- 4.2 Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

#### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that VPM's Maharshi Parshuram College of Engineering, Velneshwar, and B.K.L.Walawalkar Hospital Trust.Dervan, are acting under this MOU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

VPM's Maharshi Parshuram  
College of Engineering,  
At: Velneshwar

  
First Party  
Principal

VPM's Maharshi Parshuram College  
of Engineering, Velneshwar



SVJC Trust's  
B.K.L.Walawalkar Hospital  
Diagnostic & Research center,  
At: Dervan

Second Party  
  
Director

B.K.L.Walawalkar Rural Medical College,  
Sawarde, Kasarwadi, Pin - 415606



Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Guhagar.

**AGREED:**


For VPM's Maharshi Parshuram  
College of Engineering  
Velneswar

For SVJC Trust's,  
B.K.L.Walawalkar Hospital,  
Dervan


  
Principal  
VPM's Maharshi Parshuram College  
of Engineering, Velneswar

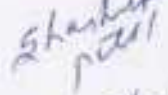
  
Director  
B.K.L.Walawalkar Hospital Medical College,  
Dervan, Kasarwadi, Pin - 415606

<b>Name of Institution:</b> VPM's Maharshi Parshuram College of Engineering, Velneswar	<b>Name of Organization:</b> SVJC Trust's B.K.L.Walawalkar Hospital Diagnostic & Research center At: Dervan
<b>Address:</b> Hedvi - Guhagar Road At/post: Velneswar, Tal: Guhagar Dist: Ratnagiri Pin: 415729	<b>Address:</b> Shreeshetra Dervan, Tal: Chiplun,, Dist-Ratnagiri, Pin:415606
<b>Contact Details:</b> 02359 - 243101/03, 9004690479	<b>Contact Details:</b> +912355-264137/264149
<b>E-mails:</b> mpcoe@vpmpcoe.org	<b>E-mails:</b> info@walawalkarhospital.com
<b>Web:</b> www.vpmpcoe.org	<b>Web:</b> www.walawalkar hospital.com

Witness1:   
(Mr. Avinash Pawar)

Witness2:   
Mr. Gautam Tendulkar

Witness3:   
(Mr. Arshikesh Colchande)

Witness4:   
Dr. Shankar Patel





महाराष्ट्र MAHARASHTRA

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VN 231319

प्रधान मुद्रांक कार्यालय, मुंबई  
प.स.सं. = 10000009

27 AUG 2019

सहायक अधिकारी

श्री. दि. क. गवई

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is executed on 15<sup>th</sup> December 2019 (Effective Date) between Shree Vithalrao Joshi Charities Trust's B. K. L. WALAWALKAR HOSPITAL, DIAGNOSTIC & RESEARCH CENTRE, situated at Shreeekshetra Dervan, Taluka Chiplun, District Ratnagiri, through its Medical Director Dr. Suvarna N. Patil, hereinafter referred to as "Walawalkar Hospital" being the Primary Applicant : Institute (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Other Part.

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*[Signature]*

398

जोड़पत्र - Annexure

केवल प्रमाणपत्रासाठी Only for Affidavit

SHRI VITHALRAO JOSHI CHARITIES TRUSTS

B. K. L. WALAWALKAR HOSPITAL

DIAGNOSTIC & RESEARCH CENTRE

S. Chandra Darvan, Tal - Chhapra,

Dist. Raigarh (MS) - 415 808.

Ph: 02355-256197, 256149 Fax: 02355-256183

मुद्रांक विकत घेणाऱ्याचे नाव \_\_\_\_\_

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता \_\_\_\_\_

मुद्रांक विकत घेणाऱ्याची नोंद घरी अनु. क्रमांक \_\_\_\_\_

मुद्रांक विकत घेणाऱ्याची सही \_\_\_\_\_

परवान्याकरक मुद्रांक विकत घेणाऱ्याची सही

परवाना क्रमांक ८०००००९

मुद्रांक विकत घेणाऱ्याचे नाव/पत्ता ज्योती. पी. दुआ

६, कॅम्पजी चिडिंग नं. ३, टाटा सोसिटील, परेल, मुंबई - ४०० ०१३

9 SEP 2019

आवक्यातून आढळून येणाऱ्या/त्यापासून येणाऱ्या परिणामास सादर कारणेसाठी मुद्रांक  
विकत घेण्यात येत आहे. (आवक्या क्रमांक दि. ०९/०९/२००४) मुताबिक

ज्या कारणेसाठी ज्यांनी मुद्रांक खरेदी केले/ज्यांनी त्याच कारणेसाठी मुद्रांक खरेदी  
केले त्यांच्यासहचरक मुद्रांक विकत घेण्यात येत आहे.



**AND**

**MOVING ACADEMY OF MEDICINE AND BIOMEDICINE**, a Non Government Organization, duly registered under No.F-40271 of 2012, Pune, having its address at 2<sup>nd</sup> floor, 'Rainbow', Survey No.110/11/11 & 16, Baner Road, Baner, Pune – 411045, hereinafter referred to as "**MAMB**" being the Collaborator : NGO (which expression shall, wherever the context so admits, include its successors and assigns) of the Other Part

**WHEREAS** Walawalkar Hospital has developed a method with regard to **preparing human platelet lysate from expired platelets concentrates;**

**AND WHEREAS** Walawalkar Hospital has identified MAMB to carry part of its study that will involve providing necessary services required for the characterization human platelet lysate.

**AND WHEREAS** MAMB has agreed to perform such required services viz. growing and characterizing the cells-lines using human platelet lysate as a cell culture medium supplement as per the schedule and upon the terms and conditions mutually agreed by and between the parties hereto for valid consideration as mentioned hereinafter:

**NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:**

1. **OBJECTIVE:** The present study proposes to prepare human platelet lysate from expired platelets obtained from the Blood Bank, under GMP conditions, and testing the same as a growth supplement, in place of fetal bovine serum. The primary cultures as well as cell lines will be characterized phenotypically with respect to certain markers and for secreted growth factors. Also the cultures will be checked for endotoxins, sterility and mycoplasma, in order to fulfill the release criteria for clinical trial, in case it is so desired.
2. **SCOPE OF WORK:** **The scope of work shall include:** Culturing the cells obtained from the GMP laboratory and characterizing them using antibodies, ELISA and PCR, as per the protocols. Also, testing platelet lysate on established cell lines and checking their growth properties.

3. ROLES & RESPONSIBILITIES:

A. ROLE & RESPONSIBILITY OF WALAWALKAR HOSPITAL:-

Walawalkar Hospital will provide human platelet lysate to MAMB for testing on cell lines.

B. ROLE & RESPONSIBILITY OF MAMB:-

- (i) to maintain primary cells as well as established cell lines in the Animal Tissue Culture facility at MAMB;
- (ii) to culture cells in conventional FBS as well as in Platelet lysate containing medium and to taste for growth characteristics as well as gene expression by PCR, ELISA, etc.

4. CONFIDENTIALITY: All information under the MOU shared by and between the parties hereto shall be treated as confidential information and shall be subject to restrictions on disclosure other than for the purpose of this MOU. The confidentiality obligations shall survive even after the termination or expiration of this MOU. Confidential information shall not include:

- a. information that is available in public domain;
- b. information already known to the receiving party;
- c. information disclosed to the receiving party by a third party not under obligation of confidentiality;
- d. information developed by the receiving party independent of the confidential information received under this MOU.

5. PUBLICATION:

Both parties will jointly write papers for publication after mutually agreeing to share the data on the subject.

6. INTELLECTUAL PROPERTY RIGHTS :

a. "Intellectual Property" means the legal rights relating to inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, and any other legally protectable information, including computer software, first made or generated by such investors.

b. The "Intellectual Property Rights (IPR)" generated during the project will exclusively lie with Walawalkar Hospital and MAMB

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shall have no right, title and interest in the IPR generated from the subject project of this MOU.

- c. **Patent Prosecution and Expenses:** The filing, prosecution, defense and maintenance of all Patents for the Inventions will be conducted and controlled individually in the name of Walawalkar Hospital, acting reasonably and in good faith.
- d. **Background Intellectual Property:** Any of the party possess rights in background intellectual property, that is, intellectual property not otherwise subjected to this MOU, which would be useful or essential to the practice or commercialization of the results of this MOU, should be disclosed. Except to the limited extent required to perform a party's obligations under this MOU, neither party receives any right, title, or interest in or to any Research Materials provided to it by the other party or any technology, works or inventions of the other party that are not Research Program Inventions, or any patent, copyright, trade secret or other proprietary rights in any of the foregoing.
- e. **Maintaining the Laboratory Notes:** Each party agrees that research efforts will be well documented in the form of laboratory notes with accurate data disclosed for each experiments performed therein, during the course of this MOU.
- f. In the event if Walawalkar Hospital obtain patent or intellectual property right in respect of the subject technology / project of this MOU and if Walawalkar Hospital intend to sell or market to any third party such patent or intellectual property right, then **Samarthakrupa Lifesciences Private Limited (SKLS)** shall have a first right of refusal to acquire such patent / intellectual property right in the subject technology / project. If SKLS is not interested in acquiring such patent / intellectual property right, then MAMB will have second right of refusal to acquire the said patent / intellectual property right in the subject technology / project.

It is clarified that this right of first refusal will not be available, if Walawalkar Hospital itself is engaged in commercialization of the patent / intellectual property right in the subject technology / project.

7. **TERM AND TERMINATION:** This MOU shall be valid for a period of **Three** years from the Effective Date and can be terminated by a notice in

writing of six months by either party. The termination of this MOU shall not affect any IP rights accrued and related obligations arising under this MOU. As per the need, the MOU will be revised for further duration with same terms and conditions or mutually agreeable modifications.

8. **INDEMNIFICATION:** Neither party shall be held responsible for the indemnification of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

9. **DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION:**

Any disputes between the parties shall be resolved by mutual discussions. Minor dispute during execution of the project shall be subjected to resolution out of this MOU. The MoU shall be considered, interpreted and governed by the laws of India and Courts at Mumbai shall have exclusive jurisdiction in all such matters.

SIGNED SEALED AND DELIVERED )  
By the withinnamed "WALAWALKAR HOSPITAL")  
being the Primary Applicant : Institute )  
Shree Vithalrao Joshi Charities Trust's )  
B. K. L. WALAWALKAR HOSPITAL, )  
DIAGNOSTIC & RESEARCH CENTRE )  
through its Medical Director, Dr. Suvarna N. Patil )  
in the presence of..... )

  
**Dr. Suvarna N. Patil**  
DIRECTOR  
B. K. L. W. HOSPITAL,  
DERVAN,

SIGNED, SEALED AND DELIVERED )  
By the withinnamed "MAMB" )  
being the Collaborator : NGO )  
MOVING ACADEMY OF MEDICINE )  
AND BIOMEDICINE )  
through its Vice President Dr. Rita Mulherkar )  
in the presence of..... )

  
**Dr. Rita Mulherkar**  
Vice President  
Moving Academy of Medicine & Biomedicine  
Bangal, Pune-411 045

\*\*\*\*\*  
DATED THIS 15<sup>TH</sup> DAY OF DECEMBER, 2019  
\*\*\*\*\*

Shree Vithalrao Joshi Charities Trust's B.K.L.  
WALAWALKAR HOSPITAL, DIAGNOSTIC  
& RESEARCH CENTRE,  
..... WALAWALKAR HOSPITAL

AND

MOVING ACADEMY OF MEDICINE AND  
BIOMEDICINE  
..... MAMB

MEMORANDUM OF UNDERSTANDING



महाराष्ट्र MAHARASHTRA

© 2017 ©

AG 416113

हस्ताक्षर प्रकार/अनुच्छेद क्रमांक - दस्तावेज प्रकार -

दस्त नोंदणी करणार आहेत का. - (होय/नाही)

नोंदणी श्रेणेत असल्यास दुय्यम निबंधक कार्यालयाचे नांव -

मिळकतीचे वर्णन - घोषदत्ता रक्कम -

मुद्रांक विकत घेणाराचे नाव व पत्ता - Shri Vithalrao Joshi Charities Trusts  
B.K.L.Walawalkar Hospital Diagnostic  
& Research Centre

करिता, दिलेली सु...

मुद्रांक रक्कम - ५०० मुद्रांक नं. २८७६ तारीख : 28 OCT 2020

पत्ता : १२८८, सावर्डे, ३/१९२२ श्री. ए.आर.गाने



## AGREEMENT

### FOR OPERATION OF MOBILE MEDICAL UNIT

This agreement is made on this 01 April 2019 to 31 March 2021 day of (2019-2020) and (2020-2021) between District Health Society (DHS), National Rural Health Mission represented by the District Health Officer (DHO) of District Ratnagiri, hereinafter referred to as "the FIRST PARTY" and Shri Vithalrao Joshi Charities Trust's, B.K.L. Walawalkar Hospital, Diagnostic & Research Center a Non Governmental Organization (NGO) registered under the Societies registration Act of 1860 or The Indian Trusts Act of 1982 or Registered under Maharashtra Co-operative Societies Act of 1960 represented by its, Dr. Suvarna N. Patil, Director and having its main office at A/P Sawarde, Tal-Chiplun, in the District Ratnagiri in the State of Maharashtra, hereinafter referred to as "the SECOND PARTY"

Shri Vithalrao Joshi Charities Trusts  
B.K.L.Walawalkar Hospital Diagnostic  
& Research Centre

AND WHEREAS the Government of Maharashtra (GoM), in its endeavor to bring in qualitative and quantitative improvement in the provision of basic health services has decided to provide complete Medical Mobile Unit consisting of two vehicles viz. fully equipped Mobile Medical Van and Staff Vehicle for transporting medical personnels through NRHM and to hand over the said vehicles to SECOND PARTY selected for this purpose to operate and render the medical services in the un-served/under-served areas (herein after called allotted areas- Annexure 6) so that the patients, who are in need of availing medical services in this areas of the state, may avail such facilities as laid down in the MMU Operational Guidelines.

AND WHEREAS with the aforesaid aim and object the First Party hereto, has agreed to enter into this covenant with the Second Party to operate MMU and render medical services through Mobile Medical Unit fully owned by First Party inter-alia, on the following terms and conditions for the aforesaid purpose and the said Second Party has also agreed to enter into this covenant.

NOW THIS AGREEMENT WITNESSES as follows:-

**1. Services :**

- (i) THESECOND PARTY shall perform the cost-free services specified as in Operational Guidelines of Mobile Medical Unit, which is an integral part of this Agreement. (Annex-8)
- (ii) THESECOND PARTY shall provide the qualified personnels listed in **Para 6** hereinafter for Mobile Medical Unit to perform the Services.
- (iii) The staff of Mobile Medical Unit and office bearers of the institution of THE SECOND PARTY shall be humane and responsive to the public and public representatives.

**2. Operational Area**

THE SECOND PARTY shall be under obligation to provide the health care facilities in the un-served and underserved rural areas (allotted areas-Annex 6) of the District Ratnagiri and hold camps/clinics to cover the entire allotted area as per Operational Guidelines. Second Party shall prepare Monthly schedule of the visit as given in the Operational Guidelines in consultation with District Health Officers of the District.

**3. Performance Standards**

THE SECOND PARTY undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. THE SECOND PARTY shall promptly replace any employees assigned under this Agreement that the District Health Society considers unsatisfactory.

Shri Vinetraj Joshi Charities Trusts  
B.K.L. Walsarwar Hospital Diagnostic  
& Research Centre

#### 4. Delivery of MMU

Simultaneously with the execution of this Agreement, the First Party shall hand over two vehicles for each MMU being (particulars of the vehicles, i.e. make, 1) Name- Tata Sumo Victa CX), Manufacture Date- 03/2011, Engine No.- 4830L56CYY705782, Chassis No. MAT0446048B9C09846, Registration No.- MH 08 F-0322. 2) Name- Mobile Medical Unit, Manufacture Date- 02/2011, Engine No.- 497TC92BYY809100, Chassis No.- MAT 453514BBB07165, Registration No.- MH 08 G0141 and more particularly mentioned and described in the Annex-7A & 7B of this Agreement and hereinafter referred to as "the said Mobile Medical Van" (Supporting Vehicle) which the Second Party has duly received in good running condition inter-alia, on the terms and conditions contained in subsequent clauses.

#### 5. Ownership

- a) The said MMU shall at all times be owned by the Government of Maharashtra represented by the First Party, and at no point of time the Second Party shall deny or dispute the right, title and interest or ownership in respect of the said MMU vesting with Government of Maharashtra. MMU is handed over to the SECOND PARTY only for the purpose of operation.
- b) Any studies, reports, graphic, software or otherwise, prepared by the SECOND PARTY for the Commissioner of Health Services & Mission Director, NRHM, State Health Society, Maharashtra under this Agreement shall belong to and remain the property of Govt. of Maharashtra. THE SECOND PARTY may retain a copy of such documents and software.

#### 6. Appointment of Staff

- (a) THE SECOND PARTY shall appoint following qualified staff on their establishment in conformity with State guidelines, recruitment rules and regulations meant for each post as prescribed below to operate MMU. Established guidelines, rules and regulations shall be provided by the District Health Officer i.e. FIRST PARTY.

#### Staffing Pattern

Sr.	Name of the Staff	Qualification	No. of Persons
1	Medical Officer (Female)	M.B.B.S	1
2	Staff Nurse	G.N.M. / Bsc. Nursing	1
3	Laboratory Technician	B. Sc. DMLT or HSC DMLT	1



4	Pharmacy Officer	Degree or Diploma in Pharmacy	1
5	Driver cum MMU Staff	Heavy Vehicle License & Indemnity bond of Accident free driving in last three years	1
6	Driver cum Support Staff	Heavy Vehicle License & Indemnity bond of Accident free driving in last three years	1
	<b>Total (6)</b>		<b>6</b>

(b) In no case staff appointed by NGO will claim employment under Govt. of Maharashtra.

**7. Insurance of MMU& Personnel**

A) Both the vehicles along with equipments fitted shall be insured by THE FIRST PARTY with a public insurance company by paying the premium for comprehensive insurance for its safety and security. District Health Officer of the District shall invite competitive bids from Public Insurance Companies for fixing the premium. FIRST PARTY will pay the insurance premium.

B) SECOND PARTY shall insure at their own cost all the duty personnel of MMU to provide safety and security.

**8. Maintenance of MMU**

The Second Party shall keep and maintain the MMU in proper roadworthy condition and shall have the obligation to hand over the MMU to the First Party in case of termination of this Agreement (or on expiry). Prior to such handing over of the MMU, the Second Party shall ensure that the vehicles are in proper roadworthy condition, subject to normal wear and tear. In case of any damage to the vehicle and equipment (other than normal wear and tear) the SECOND PARTY shall pay the essential cost of repairs to the FIRST PARTY.

THE SECOND PARTY shall not be permitted to undertake any extra fittings in the vehicle without the written approval of the DHS of the concerned District.

**9. Embossing of Logo**

The embossing on the body of the Vehicle should be done by THE SECOND PARTY as per annexure 7 C.

Shri Vithalrao Joshi Charitable Trust  
B.K.L. Welskar Hospital Diagnostic

**10. Use of MMU**

The said MMU shall be exclusively utilized by the SECOND PARTY for providing health care services in the allotted area of the district as per Operational Guidelines issued by the State Health Society, NRHM, Mumbai & instructions from time to time.

**11. Log Book**

A logbook needs to be maintained by the Second Party and kept with the driver(s) of the MMU. The aforesaid logbook shall be safely and properly preserved and made available to the DHS nominee of the District Ratnagiri for verification whenever called for.

**12. Parking of MMU**

The Second Party will park MMU vehicles either in the secured premises or in the Government Health Centre, if available in the night time and on holidays. A register will be maintained at the parking place in which the entries of vehicle movement will be recorded. The security of the vehicle will be responsibility of the NGO

**13. Payment :**

- A) 50 Percent of the amount will be released in Advance after signing of Agreement and second installment will be released on production of SOE (Statement of Expenditure) or UC's (Utilization Certificate).
- B) In case of delay in release of advance the NGO should spend the money on their own funds & then will reimburse.

**Admissible payment to NGO per Annum-Annex-1**

Sr. No.	Particulars	Amount Rs.
1	POL & Maintenance of Vehicles (2 Vehicles)	5,50,000/-
2	Maintenance of Equipment	36,000/-
3	Purchase of Medicines	4,06,000/-
4	Purchase of Consumables	1,00,000/-
5	Contingency	1,00,000/-
	<b>Total :-</b>	<b>11,92,000/-</b>

Shri Vitainao Joshi Charities Trust  
B.K.L. Waiswale Hospital Diagnostic  
& Research Centre

### Admissible salaries to the NGO per Annum

Sr.No.	Name of the Staff	No. of Persons	Salary of the Staff (per month)	Salary of the Staff (per Annum)
1	Lady Medical Officer	1	40,000/-	4,80,000/-
2	Staff Nurse	1	15,000/-	1,80,000/-
3	Laboratory Technician	1	15,000/-	1,80,000/-
4	Pharmacy Officer	1	15,000/-	1,80,000/-
5	Driver cum Support staff (Dispensary Vehicle)	1	10,000/-	1,20,000/-
6	Driver cum Support staff (Staff Vehicle)	1	10,000/-	1,20,000/-
	<b>Total</b>	<b>6</b>	<b>1,05,000/-</b>	<b>12,60,000/-</b>

C) Payment shall be made in *Indian Rupees* only (INR).

D) The payment will be made on Pro-rata basis to the NGO based on Commencement of the programme in the district.

#### 14. Payment of Taxes

The road tax and other taxes payable under the Motor Vehicles Act shall be paid by the FIRST PARTY.

#### 15. Penalty

In case of violation of the terms and conditions incorporated in this Agreement, the FIRST PARTY shall have the right to issue a show-cause notice to the Second Party calling upon the Second Party as to why the possession of the said MMU vehicles should not be taken back by the First Party as owner thereof and terminate the agreement. Any in-admissible expenses will be recovered from SECOND PARTY.

- 1) The MMU Which has not been functional, the cost would be deducted as per formula given in the resent operational guidelines received from GoI for MMUs i.e.(Cost per MMU per day)\* (Total number of MMU non operative)\*(Number of days Non Operative)
- 2) The penalty with proportionate rate of salary/wages shall be deducted in case of absenteeism of staff.
- 3) In case of Non-functioning of GPS/GPRS fitted on MMU which has not reported to concerned authority within 30 minutes from the time of the failure of GPS/GPRS, the penalty of Rs. 500/- per day shall be imposed.

- 4) In view to have prompt reporting system the penalty Rs.1000/- per such reporting shall be imposed in case of reports or statements submitted beyond the stipulated date of submission.
- 5) If village visit done by support vehicle instead of dispensary vehicle without permission of district health society, the penalty will Rs.5000/- per day per MMU applicable.
- 6) If medicine/equipment shortage in MMU, the penalty will be Rs.1000/- per day.

#### 16. Termination of Agreement

This Agreement be terminated by the First Party in case the Second Party:

- i) Misuses the MMU vehicles- i.e. use of MMU vehicles for the purpose other than rendering medical services in the allotted area.
- ii) SECOND PARTY is blacklisted by any Government or Donor Agency.
- iii) Declared insolvent.
- iv) Criminal indictment of any office bearer of the Second Party.
- v) Recurrent misconduct/derelection of duty by any of the staff member engaged by the Second Party.
- vi) Charging any user fees to the patient.
- vii) In case the vehicles have been leased out or sub-contracted by the SECOND PARTY etc to any individual or organization for operation under this scheme.
- viii) Fails to engage prescribed medical and Para-medical staff.
- ix) Fails to show adequate cause on two consecutive occasions for not complying with the Standard Operating Guidelines or for non-compliance with requirements laid down in this Agreement.

#### 17. Disqualification

In case this Agreement is terminated on grounds of violation of agreed terms and conditions, the SECOND PARTY shall be debarred by the Department of Public Health and Family Welfare, Government of Maharashtra and State Health Society, Maharashtra from receiving any funds/grant under any scheme / programme run by Government of Maharashtra or any institution funded by the Government of Maharashtra, for a period of three years from the date of termination of agreement.

#### 18. Monitoring

District Health Society Ratnagiri shall monitor by District RCH Officer under supervision of DHO the use of the MMU to ensure that it is strictly used for providing health care in the allotted area. In the event if it is found that the Second Party is plying the MMU for any other purpose, the First Party may terminate this Agreement on account of such misuse.

Shri Vithalrao Joshi Charitable Trust  
B.K.L. Walsawale Hospital Diagnostic  
A. Patil

**19. Reporting**

THE SECOND PARTY shall prepare Monthly schedule & submit report on monthly and daily basis as and when required by FIRST PARTY listed in Annex-2, 3, 4&5 - during the course of the assignment which will constitute basis for the payments to be made under point no. 13.

**20. Tenure of the Agreement**

This Agreement shall be initially valid for a period of two (2) year (2019-20 and 2020-21).  
Renewal of the agreement will be on such terms and conditions and for such a period as may be mutually decided by both the parties, within the overall framework of the scheme.

**21. Assignment**

Second Party shall not assign, subject or subcontract its rights or obligations under this Agreement or any part thereof.

**22. Dispute Resolution**

Any dispute or difference which may arise between the parties for implementation of this Agreement or for the rights and liabilities of the parties under this Agreement shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration will be at District Head Quarter. The District Courts alone will have the exclusive jurisdiction into adjudication upon the matter arising between the parties.

**23. Law Governing Agreement and Language**

The Agreement shall be governed by the laws of Union of India, and the language of the Agreement shall be English.

**24. Prohibition of Certain Activities**

THE SECOND PARTY agrees that, during the tenure of this Agreement, the SECOND PARTY and any entity affiliated with the SECOND PARTY shall be disqualified from providing goods, services of the nature rendered during the currency of Agreement to any other project.

Shri Vitthalran Joshi Charities Trust  
B.K.L. Walewaker Hospital Diagnostic  
& Research Centre

**25. Confidentiality**

THE SECOND PARTY shall not, during the term of this Agreement and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Agreement or the Client's business or operations without the prior written consent of the Client.

Each party acknowledges that it has read this agreement, understands and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement among the parties.

In witness hereof this Agreement is executed by or on behalf of the parties above named on the day and date mentioned above.

In witness whereof the parties hereto have signed this Agreement on the day and year printed herein above,

Signed by \_\_\_\_\_  
Name : \_\_\_\_\_  
District Health Officer  
Zila Parishad, Ratnagiri

Signed by \_\_\_\_\_  
Name : Dr. Suvarna Netaji Patil  
Designation: Director  
Shri Vinayrao Joshi Charities Trust  
B.K.L.Walawalkar Hospital Diagnostic  
& Research Centre

On behalf of District Health Society On behalf of NGO  
As First Party As Second Party

In witness of

In witness of

1. Lata Gunjwale  
Dist Accounts manager  
Ratnagiri
2. Prakarsh S. Paduge  
Dist. M & E officer NHM  
Ratnagiri  
Paduge

1. Milind V. Yashwantrao Milind
2. Tanaji Soma Dhanawade Dhanawade

Signed and delivered by the within named.

(Authorized Signatory) \_\_\_\_\_  
For and on behalf of  
District Health Officer  
Zila Parishad, Ratnagiri  
District Health Society,  
District Ratnagiri

(Authorized Signatory) \_\_\_\_\_  
For and on behalf of SECOND PARTY  
Dr. S. M. Patil  
M. D. (Med.)  
MEDICAL DIRECTOR  
B.K.L.W.Hospital,  
Diagnostic & Research Centre

Place: Ratnagiri  
Date: 8/10/2020

## ACADEMIC COLLABORATION AGREEMENT

**THIS AGREEMENT** dated

is made **BETWEEN:**

- (1) **THE UNIVERSITY OF SOUTHAMPTON** whose administrative offices are at Highfield, Southampton, SO17 1BJ, United Kingdom (hereinafter “Lead University”);
- (2) **MEDICAL RESEARCH COUNCIL**, an organisation incorporated by Royal Charter, number RC000346, of 2nd Floor David Phillips Building, Polaris House, North Star Avenue, Swindon SN2 1FL, UK, represented by the **MRC UNIT, THE GAMBIA** whose administrative offices are at Atlantic Blvd, Fajara, The Gambia, (hereinafter “MRC Gambia”);
- (3) **B K L WALAWALKAR RURAL MEDICAL COLLEGE** whose administrative offices are at CKasarwadi, At-Post Sawarda, Taluka Chiplun, District Ratnagiri-415606, Maharashtra State, India, (hereinafter “BKL Walawalker College”);
- (4) **JIMMA UNIVERSITY** whose administrative offices are at Jimma, Ethiopia P.O.Box 378 (hereinafter “Jimma”);
- (5) **PROGRAMME PAC-CI** whose administrative offices are at Site ANRS de Côte d'Ivoire, 18 BP 1954 Abidjan 18, Côte d'Ivoire (hereinafter “PAC-CI”)
- (6) **CSI HOLDSWORTH MEMORIAL HOSPITAL** whose administrative offices are at Mandi Mohalla, Mysore, Karnataka, India 570001 (hereinafter “HMH”)
- (7) **UNIVERSITY OF THE WITWATERSRAND** whose administrative offices are at 1 Jan Smuts Avenue, Braamfontein, Johannesburg, 2000, South Africa (hereinafter “Witswatersrand”)
- (8) **CENTRE FOR THE STUDY OF SOCIAL CHANGE** whose administrative offices are at MN Roy Campus. Plot 6, F Block, Near Uttar Bharatia College, Bandra East, Mumbai, 400 051 India (hereinafter “CSSC”);
- (9) **KINGS COLLEGE LONDON** whose administrative offices are at Strand, London WC2R 2LS, United Kingdom (hereinafter “KCL”)
- (10) **INSERM** whose administrative offices are at Purpan University Hospital, BP 3048, 31024 Toulouse cedex 3, France (hereinafter “INSERM”);
- (11) **KING EDWARD MEMORIAL HOSPITAL RESEARCH CENTRE, PUNE** whose administrative offices are at TDH Building, KEM Hospital, Rasta Peth, Pune 411011, India (hereinafter “KEMHC”).

each a “Party” and collectively “the Parties”

### WHEREAS

- A. The Lead University was the lead applicant in a proposal to Medical Research Council for a research project called **Collaborative network for adolescent**

**nutrition and health in sub-Saharan Africa and India** (“the Project”) as set out in Schedule 1; and

- B. The Parties were co-applicants in the proposal submitted to the Funding Body for the Project; and
- C. The Funding Body has awarded a contract to the Lead University to carry out the Project and this is set out in Schedule 2 (“the Contract”); and
- D. The Lead University wishes the Collaborators to carry out a portion of the project as envisaged in the proposal to the Funding Body.

In the event of any conflict between the terms of this Collaboration Agreement and the terms of the Contract, then the terms of the Contract will prevail.

This Agreement sets out the terms under which the Parties shall perform the Allocated Work:

## 1. DEFINITIONS

1.1 The following expressions shall have the following meanings in this Collaboration Agreement including its recitals, unless the context requires otherwise:

‘Allocated Work’	shall mean the research allocated to each Party, as defined in the Project at Schedule 1
‘Arising Intellectual Property’	shall mean any Intellectual Property which is generated or first reduced to practice by any Party or Parties directly as a result of the work undertaken in accordance with this Collaboration Agreement
‘Background Intellectual Property’	shall mean any Intellectual Property excluding Arising Intellectual Property owned or controlled by any Party prior to commencement of or independently from the Project, and which the owning Party contributes or uses in the course of performing the Project
‘Co-investigator(s)’	shall be Dr Landing Jarjou at MRC The Gambia; Dr Suvarna Patil at B K L Walawalkar College; Dr Laurence Adonis-Koffy at PAC-CI; Prof Abraham Mitike at Jimma; Dr Ghattu V Krishnaveni at HMH; Prof Shane Norris at Witwatersrand; Dr Sirazul Sahariah at CSSC; Dr Sophie Moore at KCL; Dr Valeriane Leroy at INSERM; and Prof Chittaranjan Yajnik at KEMHC.
‘Collaborators’	shall be MRC Gambia, PAC-CI, B K L Walawalkar College; Jimma University; HMH; Witwatersrand; CSSC; KCL; INSERM and KEMHC.
‘Confidential Information’	shall mean any Background Intellectual Property disclosed by one Party to the others for use in the



	Project and identified as confidential before or at the time of disclosure and any Arising Intellectual Property in which that Party owns the Intellectual Property.
‘Funding Body’	shall mean Medical Research Council
‘Intellectual Property’	shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trade marks, trade names and service marks, applications for any of the above.
‘Principal Investigator’	shall be Prof Caroline Fall at the Lead University, or her successor as agreed by the Funding Body
‘Project Period’	shall be from 1 <sup>st</sup> January 2018 to 31 <sup>st</sup> December 2018.

In this Collaboration Agreement, references to Clauses and Schedules refer to clauses and schedules of this Collaboration Agreement; and the singular form of any word includes the plural, and vice versa, as required by the context.

## **THE PARTIES HEREBY AGREE**

### **2. THE PROJECT**

- 2.1 The Parties will each use their reasonable endeavours to collaborate on the Project as described in Schedule 1 of this Collaboration Agreement including any modifications, deletions or expansions approved in writing by all Parties. The Parties to this Collaboration Agreement shall be bound *mutatis mutandis* by the terms and conditions of the Contract, which form part of this Collaboration Agreement; except that provisions of the Contract that are particular to the Lead University and/or other parties to the Contract shall apply only to those parties.
- 2.2 The Project shall be performed by or under the direction and supervision of the Principal Investigator and Co-investigators as listed in the original proposal to the Funding Body.
- 2.3 In respect of the Allocated Work, each Party will use its reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out the work diligently within the scope allowed by its funding. Although each Party will use its reasonable endeavours to perform the Project, no Party undertakes that work carried out under or pursuant to this Collaboration Agreement will lead to any particular result, nor is the success of such work guaranteed. For the

avoidance of doubt, nothing in this clause purports to permit any Party to reverse engineer or otherwise analyse any of the materials provided to it under this Collaboration Agreement except in accordance with the provisions of this Collaboration Agreement and to the extent applicable by law.

2.4 Where an employee of the Lead University or Collaborator is going to be based at another Party's premises for the purposes of undertaking all or some of the Project, the Parties shall liaise to put in place the necessary documentation as follows:

(a) if employee is intended to return to their own University following the completion of their work on the Project to fulfil an identified role within their own University, to provide for the secondment of the employee to the host University; or

(b) for the transfer of the employee's employment to that University on terms to be agreed in writing by the relevant Parties.

### **3. PAYMENT**

3.1 The Funding Body has undertaken to provide funding for the Project and the Lead University shall act as recipient of the funding for the Parties. The sole financial obligation of the Lead University under this Agreement shall be to forward the payments allocated to the other Parties, in accordance with Schedule 3 of this Agreement.

3.2 In the event that the Funding Body requires the reimbursement by the Lead University of any sums paid under this Collaboration Agreement, then to the extent that such requirement arises from the acts or omissions of a Collaborator, that Collaborator hereby agrees to reimburse the Lead University the sum received by the Collaborator together with any interest charged thereon.

### **4. PUBLICATION AND CONFIDENTIALITY PROCEDURES**

4.1 Subject to Clauses 4.4 and 4.5, each Party will use all reasonable endeavours not to disclose to any third party any Confidential Information nor use for any purpose except as expressly permitted by this Collaboration Agreement, any of another Party's Confidential Information.

4.2 No Party shall incur any obligation under clause 4.1 with respect to information which:

4.2.1 is known to the receiving Party before the start of the Project Period, and not impressed already with any obligation of confidentiality to the disclosing Party; or

4.2.2 is or becomes publicly known without the fault of the receiving Party; or

4.2.3 is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing Party; or

4.2.4 is independently developed by the receiving Party; or

4.2.5 is approved for release in writing by an authorised representative of the disclosing Party; or

- 4.2.6 the receiving Party is specifically required to disclose in order to fulfil an order of any Court of competent jurisdiction provided that, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions in that Act applies to the Confidential Information.
- 4.3 If any Party receives a request under the Freedom of Information Act 2000 [or The Freedom of Information (Scotland) Act 2002] to disclose any Confidential Information, it will notify and consult with the other Parties. The other Parties will respond within five working (5) days after receiving notice if the notice requests assistance in determining whether or not an exemption in that Act applies.

**Publications:**

- 4.4 The Project will form part of the actual carrying out of a primary charitable purpose of the Parties; that is, the advancement of education through teaching and research. There must therefore be some element of public benefit arising from the Project, and this is secured through the following sub-clauses.
- 4.4.1 This Collaboration Agreement shall not prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on results obtained during the course of work undertaken as part of the Project; or from following that Party's procedures for examinations and for admission to postgraduate degree status.
- 4.4.2 In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted:-
- 4.4.2.1 following the procedures laid down in Clause 4.5, to publish results, jointly where applicable, obtained during the course of work undertaken as part of the Project; and
- 4.4.2.2 in pursuance of the Parties' academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.
- 4.5 Each Party will use all reasonable endeavours to submit material intended for publication to the other Parties in writing not less than thirty (30) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in any other Party's opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a requirement made by the other Party shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed three (3) months from the date of receipt of the material by such Party, although the publishing Party will not unreasonably refuse a request from the other Party for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the publishing Party within thirty (30) days after the receipt of the material by the other Party, failing which the publishing

Party shall be free to assume that the other Party has no objection to the proposed publication.

- 4.6 The provisions of Clause 4.1 and 4.2 shall survive for a period of three (3) years from the date of termination of this Collaboration Agreement. The provisions of Clause 4.5 shall survive for a period of one year from the date of termination of this Collaboration Agreement.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1 For the avoidance of doubt all Background Intellectual Property used in connection with the Project shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other parties except under the terms of this Collaboration Agreement. Each Party acknowledges and confirms that nothing contained in this Collaboration Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Collaboration Agreement. The Parties agree that any improvements or modifications to a Party's Background Intellectual Property arising from the Project which are not severable from that Background Intellectual Property will be deemed to form part of that Party's Background Intellectual Property.
- 5.2 Each Party grants the others a royalty-free, non-exclusive licence for the duration of the Project to use its Background Intellectual Property for the sole purpose of carrying out the Project. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.
- 5.3 Each Party shall own the Arising Intellectual Property generated by its employees, students and/or agents under the Project and shall ensure that it secures ownership of such Arising Intellectual Property from its employees, students and agents. Subject to the terms of the Contract, the Party owning any Arising Intellectual Property shall be entitled to use and exploit such Arising Intellectual Property as that Party sees fit, and subject always to Clauses 5.6 and 5.7
- 5.4 Each Party shall promptly disclose to the other(s) all Arising Intellectual Property generated by it and each Party shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Arising Intellectual Property.
- 5.5 Where any Arising Intellectual Property is created or generated by two or more Parties jointly and it is impossible to segregate each Party's intellectual contribution to the creation of the Arising Intellectual Property, the Arising Intellectual Property will be jointly owned by those Parties in equal shares. The owners may take such steps as they may decide from time to time, to register and maintain any protection for that Arising Intellectual Property, including filing and prosecuting patent applications for any Arising Intellectual Property, and taking any action in respect of any alleged or actual infringement of that Arising Intellectual Property. If one or more of the owners does not wish to take any such step or action, the other owner(s) may do so at their expense,

and the owner not wishing to take such steps or action will provide, at the expense of the owner making the request, any assistance that is reasonably requested of it.

- 5.6 Any joint owner of any of the Arising Intellectual Property may commercially exploit the Arising Intellectual Property upon consultation and agreement with the other Party/Parties. In such circumstances, the Party which is commercially exploiting the Arising Intellectual Property will pay the other Party/Parties a fair and reasonable royalty rate/revenue on the value of any products or processes commercially exploited by it which incorporate any Arising Intellectual Property taking into consideration the respective financial and technical contributions of the Parties to the development of the Arising Intellectual Property, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Arising Intellectual Property in any such product or process.
- 5.7 Each Party is hereby granted an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property generated in the course of the Project for academic and research purposes, including research involving projects funded by or undertaken in collaboration with third parties provided that those parties gain or claim no rights to such Arising Intellectual Property.
- 5.8 If any Party (the “Exercising Party”) requires the use of Background Intellectual Property of any other (the “Other Party”) in order to exercise its rights in Arising Intellectual Property (whether solely or jointly owned) then, provided the Other Party is free to license the Background Intellectual Property in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background Intellectual Property for the purpose of exercising its rights in Arising Intellectual Property.

## **6. ASSIGNMENT**

No Party will assign any rights under this Collaboration Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.

## **7. WITHDRAWAL**

- 7.1 Any Party (the “Withdrawing Party”) may withdraw from the Project upon six (6) months prior written notice to the others, where it considers withdrawal justified on the grounds that no further purpose to the Project would be served by the Withdrawing Party continuing in the Project. Withdrawal by the Withdrawing Party will only take place after discussions with the other Parties. Such discussions to occur within three (3) months of submission by the Withdrawing Party of notice to withdraw, after which the Parties will confirm to the Withdrawing Party the official date of withdrawal (“Date of Withdrawal”).
- 7.2 In the event of withdrawal of a Party, the Lead University in collaboration with the other Parties will make all reasonable attempts to reallocate the obligations of the Withdrawing Party under this Collaboration Agreement to another existing Party or a new Party acceptable to the remaining Parties to this Collaboration Agreement and the Funding Body provided that such Party agrees to be bound by the terms of this Collaboration Agreement. If the reason for withdrawal is that the work allocated to the

Withdrawing Party is no longer viable, the Lead University shall discuss with the Funding Body the re-allocation or reimbursement of funds in accordance with the Contract.

- 7.3 The Withdrawing Party shall not from the Date of Withdrawal be entitled to recover any of its costs incurred in connection with the Allocated Work and shall, from the Date of Withdrawal, comply with any conditions that may be imposed pursuant to Clause 7.1 which shall include (without limitation);

7.3.1 rights granted to the other Parties in respect of the Withdrawing Party's Background Intellectual Property shall continue for the duration of the Project solely for the purposes of carrying out the Project, subject to the restrictions contained in this Collaboration Agreement;

7.3.2 to the extent that exploitation of any other Party's/Parties' Arising Intellectual Property is dependent upon the Withdrawing Party's Background Intellectual Property, then the Withdrawing Party shall, to the extent that it is free to do so, grant to the other Party/Parties a non-exclusive licence to such Background Intellectual Property on fair and reasonable terms to be agreed;

7.3.3 the Withdrawing Party shall grant to the other Parties a non-exclusive, royalty-free licence to use the Withdrawing Party's Arising Intellectual Property for the purposes of carrying out the Project. For the avoidance of doubt any exploitation of such Withdrawing Party's Arising Intellectual Property will be dealt with in accordance with Clauses 5.5 and 5.6

7.3.4 all rights acquired by the Withdrawing Party to the Background Intellectual Property and Arising Intellectual Property of the other Parties shall cease immediately other than in respect of the Withdrawing Party's interest in any jointly owned Intellectual Property under Clause 5.6.

## **8. TERMINATION**

- 8.1 A Party (the 'Terminating Party') may terminate its involvement in this Collaboration Agreement by giving ninety (90) days prior written notice to all Parties of its intention to terminate if another Party (the 'Party in Breach') commits a material breach of the terms of this Collaboration Agreement, or is persistently in breach of this Collaboration Agreement in such a manner that the Terminating Party is hindered in its ability to carry out its obligations in the Project. The notice shall include a detailed statement describing the breach. If the breach is capable of being remedied and is remedied within the ninety (90) day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the ninety (90) day notice period, then termination shall also not be effective if the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, or a persistent breach, then the termination shall take effect at the end of the ninety (90) day notice period in any event.
- 8.2 All rights acquired by the Terminating Party to Background Intellectual Property of the other Parties shall cease immediately; the Terminating Party shall, however, continue to comply with the obligations under Clause 7.3.

- 8.3 Each Party agrees to notify the other Party(s) promptly if at any time their Co-Investigator is unable or unwilling to continue the direction and supervision of the Allocated Work. Within sixty (60) days after such incapacity or expression of unwillingness that Party shall nominate a successor to replace their key academic. The other Party will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable on reasonable and substantial grounds, then either (i) such Party will be asked to withdraw from the Project in accordance with Clause 7.2; or (ii) this Collaboration Agreement may be terminated by giving ninety (90) days' written notice to the other Parties.
- 8.5 The expiration of the Project Period, or the termination of this Collaboration Agreement under Clauses 8.1, 8.3 or 8.4, shall cause the termination with effect from the date of expiry or termination of the obligations imposed on the Parties under Clause 2.
- 8.6 In addition to the remedies contained in Clause 7 (Withdrawals); in the event that any Party shall commit any material breach of or default in any terms or conditions of this Collaboration Agreement, the non-defaulting Parties may by unanimous vote decide to instruct the Lead University to serve written notice of such breach on the defaulting Party and in the event that such Party fails to remedy such breach within ninety (90) days after receipt of such written notice (where such breach is remediable) the Parties may collectively, at their option and in addition to any other remedies which they may have at law or in equity, and with the approval of the Funding Body, remove the defaulting Party and continue with the Collaboration Agreement or terminate this Collaboration Agreement. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice, in respect of a breach incapable of remedy, and, otherwise at the end of the 90 day period referred to above, whereupon the provisions of Clause 7.3 shall apply to the defaulting Party.
- 8.7 If any Party (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Party's winding-up or dissolution; or makes an administration order in relation to that Party; or if any Party (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining Parties shall meet to either suspend or terminate that Party's involvement in the Project. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice whereupon the provisions of Clause 7.3 shall apply to the defaulting Party.
- 8.8 In the event that it is agreed by all the Parties that there are no longer valid reasons for continuing with the Project the Parties may decide by unanimous vote to terminate this Collaboration Agreement. In the event of such termination each Party shall be reimbursed for all costs and non-cancellable commitments properly charged in accordance with this Collaboration Agreement and incurred or committed up to the date of termination, providing that such funds have been or are able to be recovered from the Funding Body. For the avoidance of doubt, no Party shall be required to contribute to any losses suffered by another Party in circumstances where costs have not been recovered from the Funding Body.

## **9. LIMITATION OF LIABILITY**

- 9.1 No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.
- 9.2 No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Collaboration Agreement, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 9.3 The Parties undertake to make no claim in connection with this Collaboration Agreement or its subject matter against any employees, students, agents or appointees of the other Parties (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which a Party might have to claim against any other Party.
- 9.4 The liability of any Party for any breach of this Collaboration Agreement, or arising in any other way out of the subject-matter of this Collaboration Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 9.5 In any event, the maximum liability of any Party under or otherwise in connection with this Collaboration Agreement or its subject matter shall not exceed the monies received by that Party under this Collaboration Agreement as detailed in Schedule 3.
- 9.6 Nothing in this Collaboration Agreement limits or excludes either Party's liability for:
- 9.6.1 death or personal injury resulting from negligence; or
- 9.6.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 9.7 If any sub-clause of this Clause 9 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this Clause 9.

## **10. NOTICES**

The Lead University's representative for the purpose of receiving notices shall be:

Charlotte Fitzgerald,  
 Faculty Accountant – Medicine  
 South Academic Block, 228 (Mailpoint 801)  
 University of Southampton  
 Southampton General Hospital  
 Tremona Road,  
 Southampton, SO16 6YD  
 United Kingdom  
[Somfin@soton.ac.uk](mailto:Somfin@soton.ac.uk)



PAC-CI's representative for the purpose of receiving notices shall be:

Didier Ekouévi  
PAC-CI Director  
CHU Treichville USAC extension,  
18 BP1954 Abidjan 18,  
Côte d'Ivoire  
[didier.ekouevi@gmail.com](mailto:didier.ekouevi@gmail.com)

B K L Walawalkar College's representative for the purpose of receiving notices shall be:

Dr. Suvarna N. Patil  
Medical Director  
B K L Walawalkar Rural Medical College,  
Kasarwadi, At-Post Sawarda,  
Taluka Chiplun, District Ratnagiri-415606,  
Maharashtra State, India,  
[info@bklwrmc.com](mailto:info@bklwrmc.com)

MRC The Gambia's representative for the purpose of receiving notices shall be:

Dr Jonas Lexow  
Research Governance & Support Services Manager  
MRC Unit, The Gambia  
PO BOX 273  
Banjul  
The Gambia

Jimma University's representative for the purpose of receiving notices shall be:

Dr Alemseged Abdissa, email- [alemseged.abdissa@gmail.com](mailto:alemseged.abdissa@gmail.com)  
Copy to Dr Abraham Haileamlak, email- [kasechab@gmail.com](mailto:kasechab@gmail.com)

HMH's representative for the purpose of receiving notices shall be:

CDirector,  
CSI Holdsworth Memorial Hospital,  
Mandi Mohalla, Mysore,  
Karnataka,  
India 570001

Witwatersrand's representative for the purpose of receiving notices shall be:

[sonja.louw@wits.ac.za](mailto:sonja.louw@wits.ac.za)

CSSC's representative for the purpose of receiving notices shall be:

Dr Ramesh Potdar  
MN Roy Campus. Plot 6, F Block,  
Near Uttar Bharatia College.  
Bandra East, Mumbai,  
400 051 INDIA

KCL's representative for the purpose of receiving notices shall be:

Head of Contracts  
KCL RMID

Rm 2.31, Franklin-Wilkins Building  
150 Stamford Street  
London SE1 9NH  
UK

INSERM's representative for the purpose of receiving notices shall be:

Valériane LEROY  
Inserm, UMR 1027,  
37 Allées Jules Guesde,  
31073 Toulouse Cedex 7,  
France  
[valeriane.leroy@inserm.fr](mailto:valeriane.leroy@inserm.fr)

KEMHC's representative for the purpose of receiving notices shall be:

Dr. Kejal Joshi Reddy email - [kejaljoshi@gmail.com](mailto:kejaljoshi@gmail.com)  
KEM diabetes unit email - [diabetes@kemdiabetes.org](mailto:diabetes@kemdiabetes.org)

## **11 FORCE MAJEURE**

- 11.1 A Party shall not be liable for failure to perform its obligations under this Collaboration Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Collaboration Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).
- 11.2 If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funding Body, discuss whether continuation of the Project is viable, or whether the Project and this Collaboration Agreement should be terminated.

## **12. GENERAL**

- 12.1 Clause headings are inserted in this Collaboration Agreement for convenience only, and they shall not be taken into account in the interpretation of this Collaboration Agreement.
- 12.2 Nothing in this Collaboration Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
- 12.3 Each Party shall ensure that it has well defined arrangements for investigating and resolving allegations of research misconduct. Where an allegation of research misconduct arises in respect of an individual Party's participation in the Project and leads to a subsequent formal investigation, the relevant Party shall inform Lead University and the Funding Body of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several Parties' participation in the Project, the relevant Parties will work together to determine how the allegation will be investigated and reported.

- 12.4 No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party(s).
- 12.5 Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Collaboration Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Collaboration Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 12.6 This Collaboration Agreement and its Schedules (which are incorporated into and made a part of this Collaboration Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Collaboration Agreement. Any variation shall be in writing and signed by authorised signatories for each Party.
- 12.7 This Collaboration Agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Collaboration Agreement.
- 12.8 The Parties will conduct the Project in compliance with all laws and statutes applicable to the performance of the Project and shall observe the conditions attaching to any regulatory and ethical licences, consents and approvals. In particular, the Parties agree to comply at all times with any applicable laws and regulations relating to modern slavery, anti-bribery and corruption including but not limited to the UK Bribery Act 2010 and any other applicable laws and regulations of the country in which the Project is undertaken. Each Party agrees to perform its obligations under this Collaboration Agreement in accordance with its own applicable policies, rules, regulations, ordinances, guidance and codes in relation to prevention of corruption, research integrity and data management, labour standards, health and safety and the environment but in any event shall ensure the Project is conducted and any staff working on the same conduct themselves to generally accepted standards in relation to the same. Each Party undertakes that neither it nor its staff shall attempt or commit any fraud, deception, financial or procedural wrongdoing under this Collaboration Agreement and shall immediately notify the Lead University of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.
- 12.9 If any dispute arises out of this Collaboration Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 12.10 If any one or more clauses or sub-clauses of this Collaboration Agreement would result in this Collaboration Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Collaboration Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

12.11 This Collaboration Agreement may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Collaboration Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart. A facsimile or portable document format (".pdf") copy of this Agreement, including the signature pages, will be deemed an original.

EXECUTED as an agreement:

**SIGNED** for and on behalf of **UNIVERSITY OF SOUTHAMPTON**

Name:

Position:

Signature:

**SIGNED** for and on behalf of **MEDICAL RESEARCH  
COUNCIL**

Name:

Position:

Signature:

**SIGNED** for and on behalf of **B K L WALAWALKAR**  
**RURAL MEDICAL COLLEGE**

Name: Vikas Kamlakar Walawalkar

Position: Managing Trustee

Signature: For SHRI VITHALRAO JOSHI CHARITIES TRUST'S  
B K L WALAWALKAR RURAL MEDICAL COLLEGE



MANAGING TRUSTEE

**SIGNED** for and on behalf of **JIMMA UNIVERSITY**

Name:

Position:

Signature:

**SIGNED** for and on behalf of **PROGRAMME PAC-CI**

Name:

Position:

Signature:



**SIGNED** for and on behalf of **CSI HOLDSWORTH  
MEMORIAL HOSPITAL**

Name:

Position:

Signature:

**SIGNED** for and on behalf of **UNIVERSITY OF THE  
WITWATERSRAND**

Name:

Position:

Signature:

**SIGNED** for and on behalf of **CENTRE FOR THE STUDY OF  
SOCIAL CHANGE**

Name:

Position:

Signature:

**SIGNED** for and on behalf of **KINGS COLLEGE LONDON**

Name:

Position:

Signature:

**SIGNED** for and on behalf of **INSERM**

Name:

Position:

Signature:

**SIGNED** for and on behalf of **KING EDWARD MEMORIAL HOSPITAL RESEARCH CENTRE, PUNE**

Name:

Position:

Signature:

## **Schedule 1: The Project**

*[attached as a separate PDF]*

**Schedule 2: The Contract (Award Letter)**

*[attached as a separate PDF]*



**SCHEDULE 3****BREAKDOWN OF COSTS TO COLLABORATOR**

	Southampton	Ethiopia	The Gambia	S Africa	Cote D'ivoire	Kenya	Mumbai	Dervan	Pune	Mysore
	****	201	202	203	204	205	206	207	208	209
DI										
Salaries										
S Weller	2,623.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
P Langdon	19,989.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel	14,211.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	3,715.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	40,538.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DA										
Estates	5,861.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infra										
Tech	675.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	6,536.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	19,842.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Sub Total	66,916.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80%	53,532.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Exceptions										
Salaries	0.00	6,986.00	17,080.00	11,000.00	8,220.00	0.00	5,915.00	5,850.00	5,850.00	4,725.00
Equipment	966.00	85.00	85.00	0.00	85.00	0.00	85.00	85.00	109.50	109.50
Travel	6,152.00	1,589.00	5,144.00	883.00	3,301.00	0.00	2,085.00	1,390.00	1,600.00	3,945.00
Other	0.00	3,600.00	1,800.00	16,805.00	3,600.00	0.00	3,600.00	16,537.00	3,600.00	3,600.00
	60,650.80	12,260.00	24,109.00	28,688.00	15,206.00	0.00	11,685.00	23,862.00	11,159.50	12,379.50

The Collaborators shall invoice the Lead University quarterly in arrears on the basis of actual expenditure against the budget headings listed in this Schedule 3 and the Lead University shall pay the Collaborators within 30 days of said invoices, subject always to receipt of funds from the Funding Body. The final invoice should be sent to the Lead University within two (2) months of the end of the Project to allow preparation of the final cost statement by the Lead University.

The statements and invoices should be sent to:

Michael Blackman  
Faculty of Medicine - Finance Department  
University of Southampton  
Room AB228, South Academic Block  
Southampton General Hospital  
Tremona Road  
Southampton, SO16 6YD  
United Kingdom

Email. [mjb3@soton.ac.uk](mailto:mjb3@soton.ac.uk)

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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RC 415987

फ वन प्रतिज्ञापत्रासाठी (अनुच्छेद -४)
प्रतिज्ञापत्र कोणाकडे सादर करावयाचे -
प्रतिज्ञापत्रासाठीचे कारण -
मुद्रांक विकत घेणार नाव व पत्ता - श्री विठ्ठलराव जोशी चरिटीस ट्रस्ट's B.K.L. Walawalkar Hospital Diagnostic & Research Centre Dervan
मुद्रांक विक्री बाबतचा नोंद क्र. - २२४४ तारीख - ०६/०९/१७
पायावसथाक मुद्रांक विक्रीसाठी सही व पास : १३८८, साबरी, काजारीपेट, ता. चिपळूण, मुद्रांक विक्रीचा कायदा क्र. २/१९९९
श्री. एच. आर. माने

	उप कोषाधिकारी चिपळूण
11 JUN 2017	

MOU – ICON Trust and BLKWH

Whereas ICON Trust is public charitable trust having its office at 410, Navnidhi Estate, 208 Acharya Dande Marg, Sewri West, Mumbai- 400015 is registered in the year 2000 with charity commissioner of greater Mumbai and is certified by income tax authorities under section 80 G (hereinafter called ICON).

Whereas BLK Walawalkar Hospital, diagnostic and research center having its premises at Shreeksetra Dervan, Tal, Chiplun, Dist Ratnagiri, Maharashtra 415606 is providing modern medical facilities and best of medical care services to the poor villagers residing around Dervan as well as Konkan region at highly subsidized rates [as part of the Shri Vitthalrao Joshi Charities Trust (SVJCT)] (hereinafter called BLKWH)

Now that the above two organizations are interested in collaborating and cooperating together for the common cause of fighting against cancer, this memorandum of understanding is agreed upon by both parties, who are signatories here in under.

1. ICON will provide free services a custodian to archive and preserve digital images of diagnostic histology / cytology slides as backup. These images will be available to BKLWH as backup of hospital records and can be accessed and / or retrieved solely by BKLWH

(Appendix 1)

2. ICON Will provide the opportunity to BLKWH to participate in research projects related oncology and allied subjects. BLKWH has the option of choosing individual projects that will be interest and priority for them. [Appendix2]

3. ICON will provide technical assistance and faculty for education and teaching . ICON has a host of educational programs at all levels and BLKWH can select which program is of particular interest to them. The program shall be conducted as per mutually convenient and previously agreed upon schedule [5]. [Appendix 3]

4. This MOU also permits any other collaboration with mutual agreement, as long as it meets the objectives and mission of both the organizations.

In witness whereof, both the parties have signed these presents on the day and year written here in under;

For Indian Cooperative Oncology

Network [ ICON Trust ]

For B.K.L. Walawalkar Hospital,

Diagnostic & Research Center [BLKWH]

Signature :-

Purvish M. Parikh

Name :- PURVISH PARIKH

Date :- 26/6/17

Place :- Mumbai



Signature :-

S.V.J.C.T.S.B.K.L. Walawalkar

Hospital, Diagnostic & Research Cent  
Shreekshetra Dervan  
Tal. Chiplun, Dist. Ratnagiri

Name :-

Date :-

10/6/17

Place :- BKLW HOSPITAL

# MOU – ICON Trust and BKLWH

## Appendix 1

### 1. Free Service:

Icon Provides repository facility as custodian. For patients whose diagnosis is cancer, a representative histopath / cytology slide can be provided alongwith a simple one page data. The slide will be scanned using Ventana machine. The slide will then be returned to you.

The slide image and the associated clinical data will be uploaded on the server in an anonymized manner. This digital image and data will be in our custody but continued to be owned by you . It will be provided to you as required.

It will serve as backup as proof of cancer diagnosis of patient. In case original slide is unavailable , the image stored can also be produced by your hospital in court or to competent authority- will provide superb medicolegal advantage to you. Image can also be available to you for research projects. If we have a research proposal, we will request you to join as co-investigator and only if you wish you can agree to join.

## MOU – ICON Trust and BKLWH

### Appendix 2

#### 2. Research:

Icon has several important research projects. If you wish you participate as co-investigator, we can involve you for the same.

Some of the projects that might be of interest to you include:

- A. Liquid biopsy – use of peripheral blood for diagnosis of cancer, early relapse and resistance of tumor.
- B. Population based screening for cancer in high risk Patients- tobacco users and those with premalignant lesions (erythroplakia, leucoplakia and trismus).
- C. Mutation studies (Like you are doing for metronomic therapy patients).
- D. App based early detection of oral cancers.

# MOU – ICON Trust and BKLWH

## Appendix 3

### 3. Education:

Our team of experts, teachers and oncologists are able to teach and train both medical and nursing students. This can be for basic, advanced, research and /or soft skills.

Some of the topics that can be considered are (partial list only):

1. Workshop in research methodology
2. Oral presentation skills
3. Poster presentation skills
4. Interpreting survival curves
5. Basic oncology nursing
6. Advanced oncology nursing
7. Basic molecular oncology
8. Advanced molecular oncology
9. Organ specific cancers
  - A. Breast
  - B. Lung
  - C. Head neck
  - D. Colorectal
  - E. Ovary
  - F. Prostate
  - G. Renal
10. Early detection of cancer.
11. Making family physician integral part of patient cancer management.

**MOU between PPP-ICTC (Market Sharing Model) and  
Maharashtra SACS**

**MEMORANDUM OF UNDERSTANDING FOR SERVICE DELIVERY ON  
INTEGRATED COUNSELING AND TESTING CENTRES (ICTCs)**

Memorandum of Understanding (MOU)

Between

**Maharashtra State AIDS Control Society**

**Solidarity and Action Against The HIV Infection in India (SAATHII)**

&

**B.K.L.WALAWALKAR HOSPITAL DIAGNOSTIC & RESEARCH CENTRE .  
DERVAN .**

**AT POST SAWARDE ,TAL.CHIPLUN ,DIST.RATNAGIRI , MS- 415606.**

This Memorandum of Understanding (MoU) is made on **1st APRIL 2017** by the **Project Director-Maharashtra State Aids Control Society, Vadala, Mumbai 400031.**

**AND**

Solidarity and Action Against The HIV Infection in India, technical and implementing partner having its office at, Flat No 602, Soni Villa Co-operative Housing Society, Eksar Road, Opposite Dargah, Borivali West, Mumbai- 400092, Maharashtra, through the program director Mr. Soosai Mudaliar

**AND**

**B.K.L.WALAWALKAR HOSPITAL**, a facility having its office at **DERVAN -SAWARDE** acting through **Dr. Suvarna Netaji Patil**, the authorized signatory, hereinafter referred to as "**B.K.L.WALAWALKAR HOSPITAL**", which expression shall, unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives.

जिल्हा एड्स प्रतिबंध नियंत्रण पथक		
जिल्हा रुग्णालय, रत्नागिरी.		
3/6/17	970	DACTO
दिनांक	आजक क्रमांक	शाखा
कर्मचारी	अधिकारी	विभाग

*S.V.J.C.T.S.*  
**S.V.J.C.T.S. B.K.L. Walawalkar  
Hospital, Diagnostic & Research Centre  
Shreekshetra Dervan  
Tal. Chiplun, Dist. Ratnagiri**



## I. PURPOSE OF THE COLLABORATIVE PROJECT

The purpose of the Memorandum of Understanding (MoU) is to set up a certified facility integrated counseling and testing centre for HIV counseling and testing in a private sector/not for profit /non-governmental organizations run health facility through a public private partnership. The aim is to provide access to quality HIV counselling and testing services to clients who access private/not for profit health care system in both urban and rural areas of the country.

## II. RESPONSIBILITIES OF Maharashtra SACS:

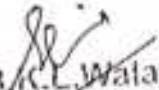
1. To supply rapid HIV diagnostic kits (Only-1st-test / 3 different antigens/ principles) in quarterly advance as per annual requirement to **B.K.L.WALAWALKAR HOSPITAL DERVAN** subject to availability of above kits with **Maharashtra SACS**.

While every effort will be made to provide uninterrupted supply of the above kits, **Maharashtra SACS** will not be held responsible for any shortage of above kits due to unforeseen circumstances.

2. To provide training of staff of ICTC (staff of facility) in HIV counselling and testing in NACO approved centers. If required more than one training will be provided by the **Maharashtra SACS**.

3. To supply IEC material required for an ICTC such as flip charts, posters, condom demonstration models, take home materials to **B. K. L.WALAWALKAR HOSPITAL DERVAN** as per requirement.

4. To supply condoms required for demonstration and distribution to clients coming to the ICTC as per requirement.

  
S.V.J.C.T.S.B.K.L. Walawalkar  
Hospital, Diagnostic & Research Centre  
Shreekshetra Dervan  
Tal. Chiplun, Dist. Ratnagiri

5. To supply prophylactic ARV drugs for prevention of transmission from HIV positive mother to their new born babies as per national protocol.

6. To evaluate the performance of the ICTC periodically as per monitoring and evaluation tools developed by NACO/Maharashtra SACS/DAPCU.

7. To provide Registers and Formats as per "Operational guidelines for Integrated Counselling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof.

### III. RESPONSIBILITIES OF B. K. L. WALAWALKAR HOSPITAL DERVAN,

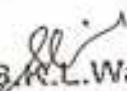
1. To provide a room with suitable, sufficient and convenient space to be used for counselling purpose with adequate furniture, lighting and privacy and any other infrastructure required.

2. To provide a laboratory equipped with refrigerator, centrifuge, micropipette, needle cutter, etc for HIV testing & blood sample storing facility.

3. To designate existing staff or appoint new staff for the posts of counsellor and laboratory technician in the ICTC. To also designate an existing Medical Officer as ICTC Manager.

4. To provide consumables such as needles, gloves, syringes, serum storage vials, microtips, etc. of standard quality required for HIV testing to the ICTC.

5. To provide counselling and testing services in the ICTC to any client who approaches the ICTC without discrimination as per protocol laid out in the guideline text per "Operational guidelines for Integrated Counselling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof. The consultation charge will be used to defray cost for provision of the above services.

  
S.V.J.C.T.S.B.K.L. Walawalkar  
Hospital, Diagnostic & Research Centre  
Shreekshetra Dervan  
Tal. Chiplun, Dist. Ratnagiri

6. (For those facilities who opt only 1st test) On identification of a reactive client through the screening test, to refer the said client for confirmatory test and follow up services to either a government or PPP-ICTC as per the preference of the client through appropriate referral mechanism.

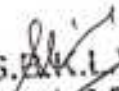
X 7. (For those facilities who opt 3 different antigens/principles) To prepare the Line List for those clients (General as well as ANC) who are found reactive for 3 different antigens/principles.

8. To entirely bear the costs related to staff salary, infrastructure and consumables required for the ICTC.

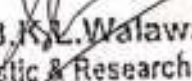
9. To respect the privacy of clients and maintain confidentiality. Provide data protection systems to ensure that records of all those who are counselled and tested are not accessible to any unauthorized person.

10. To maintain quality assurance at the service delivery especially in HIV testing services as provided in the guideline text "Operational guidelines for Integrated Counselling and Testing Centre" published by NATIONAL AIDS CONTROL ORGANIZATION, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof. **B.K.L.WALAWALKAR HOSPITAL DERVAN**, will be accountable for any substandard delivery of services.

X 11. (For those facilities who opt 3 different antigens/principles) to participate in EQAS (External Quality Assessment Scheme) as laid out in the above mentioned guideline text. **B. K.L.WALAWALKAR HOSPITAL, DERVAN** will send samples in the first week of every quarter. The laboratory technician designated by **B.K.L.WALAWALKAR HOSPITAL, DERVAN** to ensure that these samples are collected in the first week of Jan, Apr, July and Oct & sent to the SRL.

  
S.V.J.C.T.S. **B.K.L. Walawalkar**  
Hospital, Diagnostic & Research Centre  
Shreeekshatra Dervan  
Tal. Chiplun, Dist. Ratnagiri

12. To send monthly report to the **Maharashtra SACS/DAPCU** in [naco-sims.gov.in](http://naco-sims.gov.in) and [naco-plhiv.gov.in](http://naco-plhiv.gov.in) format by 5th of every month through SIMS and maintain client records in registers and records supplied by the Maharashtra SACS/DAPCU.
13. To use all the IEC materials, condoms, items required for laboratory use, protective kits for delivery supplied by the **Maharashtra SACS/DAPCU** at the service delivery purpose by the **B.K.L.WALAWALKAR HOSPITAL DERVAN**.
14. To maintain stock records for the all items and drugs provided by the **Maharashtra SACS/DAPCU**.
15. To maintain quality bio-medical waste management of disposable items those are used in 'HIV testing as per their standard protocol or respective State Government norms.
16. To ensure that staff working in the blood collection room and laboratory will observe universal safety precaution (USP).
17. To ensure that ICTC staff are aware of the PEP procedure and display the name and contact information of the PEP focal point/ person as well as the location where the PEP drugs are stored.
18. To follow the national protocol for ARV prophylaxis for prevention of parent to child transmission of HIV (PPTCT).
19. To attend coordination/review meetings conducted by **Maharashtra SACS/DAPCU**.
20. To ensure that no research or clinical trials are done on the clients who visit the ICTC or based on data of clients who visit the ICTCs.
21. To attend review meetings at the district level and **Maharashtra SACS** level as per the supervisory protocol that is provided in the "Operational guidelines for Integrated

  
S.V.J.C.T.S.B.K.L. Walawalkar  
Hospital, Diagnostic & Research Centre  
Shreekshetra Dervan  
Tal. Chiplun, Dist. Ratnagiri

Counselling and Testing Centre" published by NATIONAL AIDS CONTROL ORGANIZATION, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof. To allow access to authorized NATIONAL AIDS CONTROL ORGANIZATION/Maharashtra SACS/DAPCU staffs who visit the ICTC to the premises and records of the ICTC.

22. To permit **Maharashtra SACS** to periodically test designated counsellor and Lab. Technician for their knowledge, attitude and skills.

23. To follow the testing methodology & algorithm as mentioned in the "Operational guidelines for Integrated Counselling and Testing Centre" published by NATIONAL AIDS CONTROL ORGANIZATION, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof, in the laboratory by **B.K.L.WALAWALKAR HOSPITAL DERVAN**.

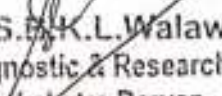
24. To follow various guidelines under National AIDS Control Program.

25. Test kits supplied by **Maharashtra SACS** not to be used for routine screening of surgical patients of the facility.

#### **IV. RESPONSIBILITIES OF Solidarity and Action Against The HIV Infection in India (SAATHII)**

1. To provide support to **Maharashtra SACS** for scaling up of ICTC/PPTCT services in private hospitals and involve their expertise.

2. To provide support to Maharashtra SACS in the process of conducting trainings and workshops to private health sector for better understanding on the concept of PPP


  
S.V.J.C.T.S. B.K.L. Walawalkar  
Hospital, Diagnostic & Research Centre  
Shreeksheeta Dervan  
Tal. Chiplun, Dist. Ratnagiri

model-ICTC / PPTCT, their involvement and ownership, mandatory reporting to Maharashtra SACS and policy changes.

3. To conduct the following technical support activities for initiation of PPP –ICTC services in the private hospitals, this includes: mapping of health facilities, facility assessment, signing of MoU, identification of nodal person and deputation of PPP staff, and space for ICTC/PPTCT.
4. To assist **Maharashtra SACS** towards capacity building of the staff from PPP facilities involved in ICTC/PPTCT.
5. To support PPP site teams in record keeping and provide the necessary information to **Maharashtra SACS** which can be fed into CMIS/SIMS format of NACO.
6. To assist **Maharashtra SACS/DAPCUs** towards monitoring support, whenever required, to ensure smooth functioning and also quality of ICTC/ PPTCT services in private sector.
7. To report program data to NACO/Maharashtra SACS and reporting/funding agency, on quarterly basis.

#### **V. COMMENCEMENT**

- 1) This Memorandum of Understanding shall become effective upon signature by both the parties and certification of the facility site. It shall remain in full force and effect for a period of one year thereafter.
- 2) Further, the certification of the site of the collaborative testing project as "NATIONAL AIDS CONTROL ORGANIZATION/Maharashtra SACS designated HIV counseling and testing centre" shall run concomitantly with the present Memorandum of Understanding.

  
S.V.J.C.T.S.B.K.L. Walawalkar  
Hospital, Diagnostic & Research Centre  
Shreakshetra Dervan  
Tal. Chiplun, Dist. Ratnagiri

## VI. RENEWAL OF AGREEMENT

- 1) This Memorandum of Understanding is renewable at the option of /Maharashtra SACS.
- 2) Three months prior to the expiry of the Memorandum of Understanding due to efflux of time Maharashtra SACS/DAPCU shall intimate B.K.L.WALAWALKAR HOSPITAL DERVAN . if it intends to renew or not to renew the Memorandum of Understanding.
- 3) In the event that Maharashtra SACS/DAPCU decides not to renew the Memorandum of Understanding B. K.L.WALAWALKAR HOSPITAL DERVAN . shall give notice to the facility regarding the cancellation of its certification. In the event that Maharashtra SACS decide to renew the Memorandum of Understanding, the terms and conditions of this Memorandum of Understanding, as may be amended, will apply de novo.

## VII. TERMINATION OF MoU

- 1) Any party may terminate this Memorandum of Understanding after giving three months' notice to the other party at the address provided in this Memorandum of Understanding for correspondence or the last communicated for the purpose and acknowledges in writing by other party.
- 2) Maharashtra SACS are authorized to terminate this Memorandum of Understanding (MoU) if any dispute or difference or question arises during the period.

## VIII. Breach by B. K. L.WALAWALKAR HOSPITAL DERVAN .

- 1) In case B. K. L.WALAWALKAR HOSPITAL DERVAN is not able to provide services as per Memorandum of Understanding (MoU) or defaults on the provision of this Memorandum of Understanding (MoU) or declines the patient to provide HIV counselling and testing services, it shall be liable for breach of conditions of this MoU.

S.V.J.C.T.S.B.K. Walawalkar  
Hwaspiri, Diagnostic & Research Centre  
Shreekshetra Dervan  
Tal. Chiplun, Dist. Ratnagiri

## IX. ADRESSES FOR CORRESPONDENCE

In witness thereof, the parties herein have appended their respective signatures the day and the year above stated.

Signed for and on behalf of **B.K.L.WALAWALKAR HOSPITAL DERVAN .**

Hospital Address – **AT POST SAWARDE ,TAL.CHIPLUN .DIST.RATNAGIRI . MS- 415606,**

Name of the Site In Charge/Doctor: **Dr. SUVARNA NETAJI PATIL.**

Designation: **MEDICAL DIRECTOR MD.MEDICINE**

**S.V.J.C.T.S.B.K.L.Walawalkar  
Hospital, Diagnostic & Research Centre  
Shreekshetra Dervan**

Signature: .....Tal. Chiplun, Dist. Ratnagiri

Date.....

In the presence of Program officer, SAATHII

(Mrs. Appa R. Mhaske)

Date .....

Signed For and on behalf of SAATHII:

Name: Mr Soosai Mudaliar

Designation: Associate Director, Programs and Development

Name of the Org: Solidarity and Action Against HIV Infection in India

**S.V.J.C.T.S.B.K.L.Walawalkar  
Hospital, Diagnostic & Research Centre  
Shreekshetra Dervan  
Tal. Chiplun, Dist. Ratnagiri**



Signature.....

Date.....

In the presence of

Name and Signature

.....

Date .....

Signed For and on behalf of NACO

  
District Programme Officer (DAPCU)  
Civil Hospital Ratnagiri.

Name: *Dr. S.R. Pawar*

Project Director, Maharashtra SACS

Signature: .....



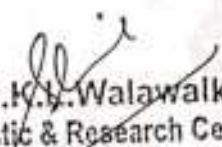
Date: .....

In the presence of *Sachin V Patel (DIS)*

Name and Signature

.....

Date.....

  
S.V.J.C.T.S.B.K.V. Walawalkar  
Hospital, Diagnostic & Research Centre  
Shreekshetra Dervan  
Tal. Chiplun, Dist. Ratnagiri



**Effect of screening with double-contrast barium swallow on upper  
aerodigestive tract cancer mortality – a cluster-randomized trial**

**Advisor**

Dr R A Badwe

Director, Tata Memorial Centre

**Principal Investigators**

Dr C S Pramesh, Associate Professor, Thoracic Surgery

Dr Sharmila Pimpale, Associate Professor, Preventive Oncology

**Co-investigators**

Dr Suyash Kulkarni, Assistant Professor, Radiodiagnosis

Dr Aniruddha Kulkarni, Assistant Professor, Radiodiagnosis

Dr Devendra Chaukar, Associate Professor, Head and Neck Surgery

Dr Rajesh Dikshit, Epidemiologist, Epidemiology and Biostatistics

Dr K M Mohandas, Professor and Head, Digestive Diseases and Clinical

**Nutrition**

Dr Sarbani Ghosh Laskar, Associate Professor, Radiation Oncology

Dr Shaesta Mehta, Associate Professor, Digestive Diseases and Clinical

**Nutrition**

Dr B Ganesh, Head, Epidemiology and Biostatistics

Dr Nirjala Jambhekar, Professor and Head, Pathology

Dr Prachi Patil, Assistant Professor, Digestive Diseases and Clinical Nutrition

Dr Saral Desai, Assistant Professor, Pathology

Sanjay Talole, Scientific Officer, Epidemiology and Biostatistics

**Tata Memorial Centre**

Dr Ernest Borges Marg, Parel

Mumbai 400012, India

## **Effect of screening with double-contrast barium swallow on upper aerodigestive tract cancer mortality – a cluster-randomized trial**

### **1. Background**

Esophageal and hypopharyngeal cancers are a common problem worldwide and are important public health problems in India. They are also highly aggressive neoplasms and are associated with a poor prognosis. These cancers of the upper aerodigestive tract are common in the developing world in men with high risk factors like tobacco, betel and arecanut and alcohol use. Esophageal cancer is the eighth most common cancer worldwide and more than 400,000 cases are diagnosed every year. Squamous esophageal cancer continues to be the major problem in the developing world while there has been a major shift in the epidemiological profile in the developed world with a virtual epidemic of esophageal adenocarcinoma. Hypopharyngeal cancers are far more common in the developing world than the west and are closely associated with tobacco and alcohol use. Both esophageal and hypopharyngeal cancers are a major public health problem in most parts of India with some specific areas in India having a high incidence of these cancers.

### **2. Rationale**

#### **A. For screening:**

The prerequisites for screening for any cancer are that

1. The cancer has a high enough incidence that meaningful reductions in mortality are likely to occur with screening
2. The screening tool has a reasonable sensitivity in diagnosing early disease in asymptomatic patients
3. Survival is superior if the disease is diagnosed at an early stage compared to when it is symptomatic

Screening for esophageal and hypopharyngeal cancers may be useful because most patients present in advanced stages of disease when they are symptomatic, and survival is considerably better for earlier stages of disease. It is however not known whether screening for these cancers will result in a reduction in mortality due to these causes. A large population-based study is thus required to establish the role of screening for these cancers.

**B. For choice of the screening tool:**

Screening methods for detection for esophageal and hypopharyngeal carcinoma include the use of a symptom questionnaire, upper gastrointestinal endoscopy, barium swallow, fecal occult blood testing, and brush and balloon cytology. These can be used either alone or in combination. Fecal occult blood testing is likely to have a low specificity in India due to a high incidence of helminthic infestation of the gut. Upper gastrointestinal endoscopy and balloon cytology have a high sensitivity, specificity and accuracy for diagnosing early hypopharyngeal and esophageal cancers compared to barium swallow. However, they are invasive, inconvenient, unpleasant and expensive. A double contrast barium swallow (with spot film) is a simple, non-invasive and reasonably accurate investigation for screening for esophageal and hypopharyngeal cancers. Therefore, a barium swallow, albeit with its inherent drawbacks of lower accuracy and inability to achieve a definitive diagnosis, is likely to be better accepted as a screening tool by asymptomatic subjects.

Most screening studies for esophageal cancer have been done in the west where the epidemiological profile of esophageal cancer (adenocarcinomas) is very different from countries like ours. We therefore propose a cluster randomized trial to assess the effect of screening (using double contrast barium swallow) on esophageal and hypopharyngeal cancer-related mortality in a high risk rural population in two districts of Maharashtra.

### **3. Objectives**

#### **Primary**

1. Use of double-contrast barium swallow as a screening tool to reduce cancer-related mortality due to esophageal and hypopharyngeal cancers

#### **Secondary**

##### **To assess**

1. Improvement in survival after diagnosis of esophageal and hypopharyngeal
2. Sensitivity and specificity of double contrast barium swallow (with spot film) in diagnosis of asymptomatic esophageal and hypopharyngeal cancers
3. Cost effectiveness of mass screening for esophageal and hypopharyngeal cancers in the community
4. Identification of possible aetiological factors for esophageal and hypopharyngeal cancers

### **4. Methods**

**4a. Ethics-** The study will be conducted after approval from an independent ethics committee and as per the principles laid down in the Declaration of Helsinki and as per the Indian Council of Medical Research guidelines for biomedical research 2006. Community consent will be taken from village leader(s) prior to initiating the study.

#### **4b. Design**

A prospective, community-based cluster randomized controlled trial

#### **4c. Setting**

Community based – two villages (Ratnagiri and Sindhudurg) in Maharashtra.  
Base hospital: BKL Walavalkar Hospital, Dervan village, Chiplun taluka, Ratnagiri district.

#### **4d. Subjects and methods**

All subjects between 35 and 65 years with risk factors for esophageal and hypopharyngeal cancers residing in two villages in Maharashtra will be considered for the study.

#### **4e. Inclusion criteria**

1. Subjects between 35 and 65 years of age
2. Patients at high risk for esophageal and hypopharyngeal cancers -  
Chronic tobacco users (cumulative use of more than five years) (or) betel and areca nut chewers (or) alcohol use (cumulative more than five years)

#### **4f. Exclusion criteria**

1. Patients with low performance status (ECOG score > 2)
2. Patients with pre-existing symptoms of esophageal and hypopharyngeal cancers (persistent dysphagia, odynophagia and / or hoarseness)
3. Patients medically unfit for anti-cancer treatment

A detailed history including any symptoms, past history of tobacco, betel nut, areca nut and alcohol use, comorbid conditions and performance status of the patient will be recorded on presentation in a predesigned case record form.

#### **4g. Patients**

##### **Control arm**

Subjects in the control arm will not undergo screening with a barium swallow. All subjects will be followed up for occurrence of esophageal and hypopharyngeal cancers, mortality and cause of death for a ten year period.

### **Screening arm**

All subjects in the intervention arm will be given health education and counseling regarding harmful effects of alcohol and tobacco use. Asymptomatic subjects fulfilling the inclusion and exclusion criteria will be offered screening for esophageal and hypopharyngeal cancers using double contrast barium swallow (with a spot post-cricoid film). A mobile esophageal screening unit (MESU) comprising a digital radiography machine installed in a van will be sent into the community systematically to cover all areas of the screening arm. A baseline survey will be conducted in the selected areas to identify the 'high risk' population as per the criteria of the study. Subjects with the risk factors enumerated above will be counseled on the screening procedure and the need for medical consultation, investigations and treatment in case of a positive screen.

Subjects will then undergo a high quality double contrast barium swallow. Survey, counseling and screening activities will be done concurrently. Digitized images will be reported by a qualified radiologist trained specifically to diagnose early lesions in the esophagus, hypopharynx and marginal cancers. All positive barium swallows and those with suspicious or doubtful imaging will be reviewed by an experienced radiologist in a tertiary referral centre in Mumbai.

Assuming that one MESU can screen 30 individuals in one day, it is expected that about 7500 subjects can be screened in one year by one MESU. We would require three MESUs to complete the first round of screening in three years. The second round of screening would be done from the 4<sup>th</sup> to 6<sup>th</sup> years and will be followed by four more years of surveillance.

Subjects in both the groups will receive counseling regarding the harmful effects of alcohol and tobacco use. All subjects will also be administered a questionnaire which evaluates their dietary habits, use of alcohol and tobacco. Anthropometric measurements (height, weight and body mass index) will be noted for all subjects.



#### **4h. Management of positive screens**

Patients with abnormal findings on barium swallow will undergo direct laryngoscopy or upper gastrointestinal endoscopy with biopsy of suspicious or definite abnormalities at the base hospital. Patients with a biopsy proven esophageal or hypopharyngeal cancer will undergo routine staging investigations including a contrast enhanced computed tomography (CECT) scan of the neck, thorax and upper abdomen. Patients with localized disease will be offered radical treatment with surgery, chemoradiotherapy, radiotherapy or multimodality treatment regimes depending on the stage of disease and the performance status of the patient. Follow up of treated patients will be done to evaluate overall and disease free survival. Cost of the entire treatment will be borne from the project funds and patients in either arm will not pay for any study related procedure.

#### **4i. Interval cancers**

Patients diagnosed with esophageal and hypopharyngeal cancers in the inter-screening period will be carefully evaluated to ascertain whether the cancer could have been missed at initial screening. Screen barium swallow images of patients with interval cancers will be retrospectively reviewed by experienced radiologists in a tertiary referral centre. Treatment will be offered to patients with interval cancers depending on the stage of disease and performance status of the patient.

#### **4j. Follow up**

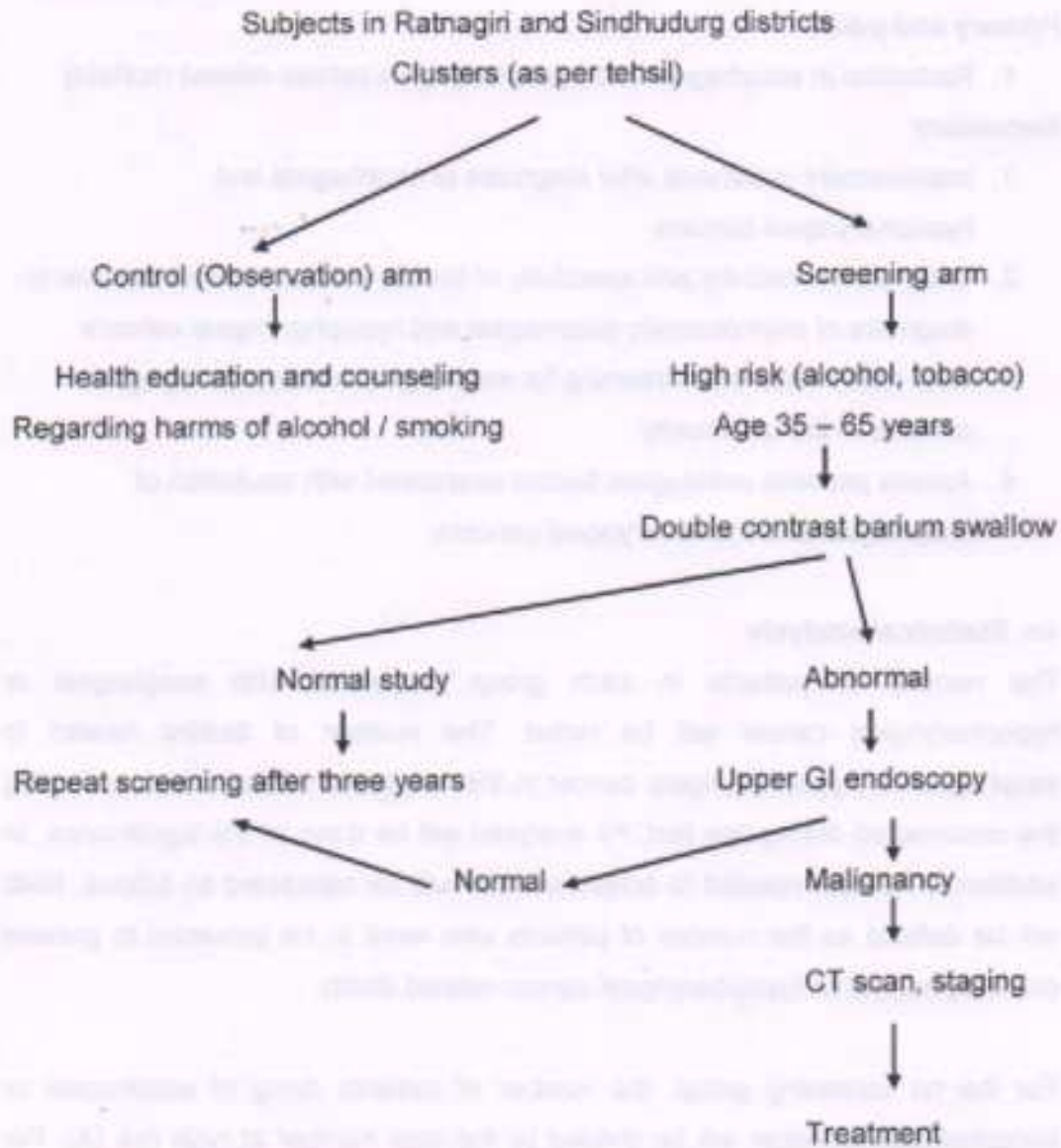
Subjects will be followed up by community health workers based on death records from the registry and the local panchayat. Concerted efforts will be made to identify the actual cause of death in the population. Verbal autopsy will be performed whenever possible.

#### 4k. Sample size

Assuming an esophageal and hypopharyngeal cancer-related mortality rate in high risk individuals (males and females) in the age group 35-65 years of 25 per 100,000, and a 40% mortality risk reduction by screening, [confidence interval for the rate ratio estimate to have a width (on log scale) of 1.50 on either side of sample estimate (i.e. from 0.40-0.90)], we would need 252,000 person years of follow up in each arm to get 65 events in control arm and 40 events in intervention arm. With follow up for five years, (assuming 10% cases are censored due to loss to follow up and other events not related to outcome) we will require to enroll 55,000 subjects in the intervention arm and 55,000 persons in the control arm to observe a 40% reduction in mortality. This would mean seven clusters of subjects in each arm (approximately 7500 subjects per cluster).

A sample of size approximately 7500 individuals per arm from each cluster, followed up for 5 years (252,000 patient yrs at risk) will provide 80% power at  $\alpha=.05$  (two sided) and ICC = 0.25 for detecting 40% reduction in mortality from 25 per 100,000 to 15 per 100,00 provided k =7 are enrolled per group.

#### 4i. Trial schema



#### 4m. Data management

All collected data will be entered into a statistical software package for subsequent analysis (SPSS for Windows, Version 11.5). Data will be stored at the base hospital, BKL Walawalkar Hospital and the Tata Memorial Centre. Confidentiality of information and patient records will be maintained. Records will be accessible only to the study staff, treating physicians and the patient.

#### 4n. Main research variables

##### Primary end point

1. Reduction in esophageal and hypopharyngeal cancer-related mortality

##### Secondary

1. Improvement in survival after diagnosis of esophageal and hypopharyngeal cancers
2. Diagnostic sensitivity and specificity of double contrast barium swallow in diagnosis of asymptomatic esophageal and hypopharyngeal cancers
3. Cost effectiveness of screening for esophageal and hypopharyngeal cancers in the community
4. Assess possible aetiological factors associated with causation of esophageal and hypopharyngeal cancers.

#### 4o. Statistical analysis

The number of patients in each group diagnosed with esophageal or hypopharyngeal cancer will be noted. The number of deaths related to esophageal or hypopharyngeal cancer in the two arms will be compared using the uncorrected chi-square test. All analyses will be done at 5% significance. In addition, a number needed to screen or NNS will be calculated as follows. NNS will be defined as the number of patients who need to be screened to prevent one esophageal or hypopharyngeal cancer-related death.

For the no screening group, the number of patients dying of esophageal or hypopharyngeal cancer will be divided by the total number at high risk (A). For the screening group, it will be the number of patients dying of esophageal or hypopharyngeal cancer divided by the number at high risk studied and screened (B). A minus B will give the absolute risk reduction, the inverse of which will give the number needed to screen (NNS).

#### 4p. Calculation of costs

A cost effectiveness analysis of the 2 arms- screening versus no screening will be carried out and an incremental cost effectiveness ratio calculated. Only direct costs pertaining to the screening and management will be calculated which are detailed below. Indirect (productivity costs) and intangible (pain and suffering) costs will not be looked at.

Incremental cost effectiveness ratio

$$= \frac{\text{Cost in screening group} - \text{cost in the no screening group}}{\text{No of lives saved}}$$

Direct costs in the screening group

Cost of double barium swallow + cost of treatment of esophageal and hypopharyngeal cancers - this will include cost of surgery, hospitalization, treatment of adverse reactions, lab tests, emergency admissions and hospitalizations

This will be calculated for all patients screened and all patients diagnosed with stomach, esophageal and hypopharyngeal cancers.

Direct costs in the no screening group

- cost of treatment of esophageal and hypopharyngeal cancers - this will include cost of surgery, hospitalization, treatment of adverse reactions, lab tests, emergency admissions and hospitalizations. This will be calculated for all patients diagnosed with esophageal and hypopharyngeal cancers.

The cost for the NNS will then be assessed.

#### 5. Infrastructure of base hospital

BKL Walavaikar hospital is a 100 bedded charitable hospital located 16 km. from Chiplun. The hospital is completely dedicated to charitable health care work in the area and is the only hospital in the entire district with the desired level of intermediate care facilities. There is a team of dedicated doctors and support

staff who work fulltime at the hospital. The hospital receives patients from all over the district. It has well developed departments of community medicine, gynecology, surgery, dental, ENT, pathology and radiology, which are crucial for the project. The hospital routinely treats patients diagnosed with various cancers from the area, with facilities for surgery, radiation and chemotherapy.

## **6. Staffing requirements**

### **MESU staff**

Each MESU will have a transport-cum-examination and screening vehicle with custom-fitted radiology screening unit. Three MESUs will have the following staff composition:

1. Medical Social Workers (6)
2. Health Workers (6)
3. Radiology Technicians (6)
4. Helpers (6)
5. Survey cum Registration Clerk (3)
6. Driver (4)

### **Office Staff at the B.K.L.Walavalkar Hospital**

1. Programme Manager (1)
2. Data Entry Operator (2)
3. Patient coordinator (2) (for patient co ordination, record maintenance and follow up of referred patients.)

The project staff will be recruited locally from Chiplun and nearby villages and will be on the establishment of the Walavalkar Hospital. The staff will follow the administrative rules of the hospital and will draw their salaries from the hospital. The Walavalkar hospital will raise a consolidated monthly salary bill for reimbursement from the trial funds.

## **7. Budget**

Budget sheet is attached separately with all details.

## References

1. Dong Z, Tang P, Li L, et al. The strategy for esophageal cancer control in high-risk areas of China. *Jpn J Clin Oncol* 2002; 32 (Suppl 1): S10-12
2. Lu XJ, Chen ZF, Guo CL, et al. Endoscopic survey of esophageal cancer in a high-risk area of China. *World J Gastroenterol* 2004; 10: 2931-35
3. Wang LD, Yang HH, Fan ZM, et al. Cytological screening and 15 years' follow-up (1986-2001) for early esophageal squamous cell carcinoma and precancerous lesions in a high-risk population in Anyang County, Henan Province, Northern China. *Cancer Detection and Prevention* 2005; 29: 317-322
4. Gerson LB, Triadafilopoulos G. Screening for esophageal adenocarcinoma: an evidence-based approach. *Am J Med* 2002; 113: 499-505
5. Saidi F, Sepehr A, Fahimi S, et al. Oesophageal cancer among the Turkomans of northeast Iran. *Br J Cancer* 2000; 83: 1249-54
6. Moss AA, Koehler RE, Margulis AR. Initial accuracy of esophagrams in detection of small esophageal carcinoma. *AJR Am J Roentgenol.* 1976; 127: 909-913.
7. Levine MS, Chu P, Furth EE, et al. Carcinoma of the esophagus and esophagogastric junction: sensitivity of radiographic diagnosis. *AJR Am J Roentgenol.* 1997; 168: 1423-1425.
8. Nino-Murcia M, Vincent ME, Vaughan C, et al. Esophagography and esophagoscopy: comparison in the examination of patients with head and neck carcinoma. *Arch Otolaryngol Head Neck Surg.* 1990; 116: 917-919.

## Appendix 1: Sample size calculations

### Assumptions

1. Mortality rate in the area for esophageal and hypopharyngeal cancer for male and female combined in the age group of 35-65 in high risk group population (tobacco and/or alcohol users) is 25 per 100,000.
2. The mortality rate among those who received intervention is 60% of the rate in those with no intervention (i.e. 40% reduction in risk).
3. We agree to have confidence interval for the rate ratio estimate to have a width (on log scale) of 1.50 on either side of sample estimate (i.e. from 0.40-0.90).

### Calculations:

$$95\% \text{ CI} = \ln \text{RR} \pm 1.96 \times \text{se}(\ln \text{RR})$$

$$w = \ln(1.50) = 1.96 \times \text{se}(\ln \text{RR})$$

$$\text{SE}(\ln \text{RR}) = 0.405/1.96 = 0.2068$$

$$\text{SE}(\ln \text{RR}) = \sqrt{1/a + 1/b}$$

$$a = 0.6 \times b$$

$$0.2068 = \sqrt{1/0.6b + 1/b} = \sqrt{1.6/0.6b}$$

$$0.2068 \times 0.2068 = 1.6/0.6b$$

$$0.6b = 1.6/0.04276 = 37.42$$

$$b = 37.42/0.6 = 63$$

$$a = 0.6 \times 63 = 38$$

We have assumed that esophageal and hypopharyngeal cancer mortality in control arm is 25.0 per 100,000 person years. Thus we need 252,000 person years of follow up in each arm to get 65 events in control arm and 40 events in intervention arm.

If we follow up subjects for 5 years, (assuming 10% cases are censored due to loss to follow up and other events not related to outcome) we will require to enroll around 55,000 in intervention arm and 55,000 persons in control arm and follow them up for 5 years to observe 40% reduction in mortality.



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$$IF = 1 + 0.25^2 (.00025^2 + .00015^2) * 252,000$$

$$= \frac{1 + 0.25^2 (.00025^2 + .00015^2) * 252,000}{(.00025 + .00015)}$$

$$= 4.34$$

$$k = \frac{(1.96 + 0.84)^2 (.00025 + .00015)}{252,000 (.00025 - .00015)^2} * 4.34$$

$$= 5.41 = 5.41 + 1 = 6.41 = 7$$

**Final comments:** A sample of size approximately 7500 individuals per arm from each cluster, followed up for 5 years (252,000 pyrs at risk) will provide 80% power at  $\alpha = .05$  (two sided) and ICC = 0.25 for detecting 40% reduction in mortality from 25 per 100,000 to 15 per 100,000 provided k = 7 are enrolled per group.

**Summary :**

1. We require 7 cluster per arm.
2. In each cluster (in each group) approximately 7500 individuals will have to be enrolled.
3. The individuals have to be followed up for 5 years to get 252,000 persons years.
4. In all we have to enroll **55,000** individual in screening group (7500\*7) and **55,000** (7500\*7) individuals in control group.

**Appendix 2: Budget for the project: 2a. Consolidated budget (for 10 years)**

	1 <sup>st</sup> Round of Screening [3 Years]			2nd Round of Screening [3 Years]			Revised Surveillance Phase [4Year]			
	1 <sup>st</sup> yr	2 <sup>nd</sup> yr	3 <sup>rd</sup> yr	4 <sup>th</sup> yr	5 <sup>th</sup> yr	6 <sup>th</sup> yr	7 <sup>th</sup> yr	8 <sup>th</sup> yr	9 <sup>th</sup> yr	10 <sup>th</sup> yr
I- Capital	139.0									
II-Recurring Costs										
A) Salaries estimates- Annual with 10% annual increments	40.08	44.09	48.50	53.35	58.89	64.56	46.77	51.45	56.59	62.25
B) Training of Project Staff with 10% annual increase	5.00	5.50	6.05	6.66	7.33	8.06	8.86	9.74	10.72	11.79
C) Supplies & Other recurrent costs with 5% annual increase over the plan budget	67.72	71.10	74.66	78.39	82.31	86.43	89.95	94.44	99.17	104.13
D) Over all contingencies with 5% annual increase	2.00	2.10	2.20	2.31	2.43	2.55	2.68	2.81	2.95	3.10
TOTAL	114.80	122.79	131.41	140.71	150.76	161.60	148.26	158.45	169.44	181.27
<b>GRAND TOTAL (I + II)</b>	<b>253.80</b>	<b>122.79</b>	<b>131.41</b>	<b>140.71</b>	<b>150.76</b>	<b>161.60</b>	<b>148.26</b>	<b>158.45</b>	<b>169.44</b>	<b>181.27</b>
Total Consolidated Budget for 10 years										1618.49

**2b. Capital expenditure (at initiation of study)**

Equipment	
Transport cum screening vehicles (3)	30,00,000
Screening equipment (Double Contrast Barium Swallow)	75,00,000
Diagnostic equipment (Endoscope)	10,00,000
Basic furniture	4,00,000
Computers, data storage and office communication equipment	10,00,000
IEC Material	10,00,000
<b>Total</b>	<b>1,39,00,000</b>

## 2c. Recurring costs

		1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
<b>A</b>	<u>Salaries estimates - Annual with 10% annual increments</u>			
1	8 Medical Social Workers [@Rs.6,000pm]	5,76,000	6,33,600	6,96,960
2	6 Health Workers [@ Rs. 4,000 pm]	2,88,000	3,16,800	3,48,480
3	6 Radiology Technicians [@ Rs. 6,000 pm]	4,32,000	4,75,200	5,22,720
4	6 Helpers [@ Rs. 3,000 pm]	2,16,000	2,37,600	2,61,360
5	7 Survey Cum Registration Clerk [@ Rs. 4,000 pm]	3,36,000	3,69,600	4,06,560
6	4 Drivers [@ Rs. 4,000 pm]	1,92,000	2,11,200	2,32,320
7	1 Programme Manager [@ Rs. 12,000 pm]	1,44,000	1,58,400	1,74,240
8	2 Fellows Radiologist [@ Rs. 30,000 pm]	7,20,000	7,92,000	8,71,200
9	2 Fellows Surgery [@ Rs. 30,000 pm]	7,20,000	7,92,000	8,71,200
9	4 Data Entry Operator [@ Rs. 5,000 pm]	2,40,000	2,64,000	2,90,400
10	2 Patient Co-ordinator [@ Rs. 6,000 pm]	1,44,000	1,58,400	1,74,240
	<b>TOTAL</b>	<b>40,08,000.00</b>	<b>44,08,800.00</b>	<b>48,49,680.00</b>
<b>B</b>	<u>Training of Project Staff with 10% annual increase</u>			
		5,00,000.0	5,50,000.0	6,05,000.0
<b>C</b>	<u>Supplies and other recurrent costs with 5% annual increase over the Xth plan budget</u>			
		2010-11	2011-12	2012-13
	Recurrent costs estimate			
1	Supplies for Screening	60,000	63,000.0	66,150.0
2	Supplies for Diagnostics	60,000	63,000.0	66,150.0
3	POL and Vehicle Maintance , Insurance etc.	4,80,000	5,04,000.0	5,29,200.0
4	Office Supplies	24,000	25,200.0	26,460.0
5	Communication	48,000	50,400.0	52,920.0
6	Printing forms, data files and stationery	1,00,000	1,05,000.0	1,10,250.0
7	Disposable IEC materials	5,00,000	5,25,000.0	5,51,250.0

B	Treatment for detected cancer cases	50,00,000	52,50,000.0	55,12,500.0
9	Travel : 1) Patient Travel for Diagnosis & Treatment 2) Doctors (Consultant) Travel from TMH	5,00,000	5,25,000.0	5,51,250.0
	TOTAL	67,72,000.0	71,10,600.0	74,66,130.0
D	<u>Over all contingencies with 5% annual increase</u>	2,00,000.0	2,10,000.0	2,20,500.0
	TOTAL COST	1,14,80,000.0	1,22,79,400.0	1,31,41,310.0

Salaries for the 4<sup>th</sup> to sixth years will continue as above with a 10% increase each year

#### 2d. Surveillance phase

		7 <sup>th</sup> year	8 <sup>th</sup> year	9 <sup>th</sup> year	10 <sup>th</sup> year
A	<u>Salaries estimates - Annual with 10% annual increments based on the salary structure of salary drawn in the sixth year (end of 2<sup>nd</sup> round of screening).</u>				
1	8 Medical Social Workers [@Rs.10,630pm]	10,20,480	11,22,528	12,34,781	13,58,260
2	6 Health Workers [@ Rs. 7086 pm]	5,10,192	5,61,211	6,17,332	6,79,065
3	7 Survey Cum Registration Clerk [@ Rs. 7086 pm]	5,95,224	6,54,747	7,20,221	7,92,243
4	4 Drivers [@ Rs. 7086 pm]	3,40,128	3,74,141	4,11,555	4,52,711
5	1 Programme Manager [@ Rs. 21,260 pm]	2,55,120	2,80,632	3,08,695	3,39,565
6	1 Fellow Radiologist [@ Rs. 53,146 pm]	6,37,752	7,01,528	7,71,680	8,48,848
7					

	[@ Rs. 53,146 pm]				
8	4 Data Entry Operator [@ Rs. 8,858 pm]	4,25,184	4,67,702	5,14,473	5,65,920
9	2 Patient Co-ordinator [@ Rs. 10,630 pm]	2,55,120	2,80,632	3,08,695	3,39,565
	<b>TOTAL</b>	<b>48,76,952</b>	<b>51,44,648</b>	<b>56,59,112</b>	<b>62,25,024</b>
B	<u>Training of Project Staff with 10% annual increase based on the estimated cost from the sixth year</u>	8,85,800	9,74,380	10,71,818	11,79,000
C	<u>Supplies and other recurrent costs with 5% annual increase over the plan budget based on the estimated cost from the sixth year (end of 2nd round of screening)</u>				
	Recurrent costs estimate	7 <sup>th</sup> year	8 <sup>th</sup> year	9 <sup>th</sup> year	10 <sup>th</sup> year
1	Supplies for Diagnostics	80,407	84,427	88,648	93,080
2	POL and Vehicle maintenance , Insurance etc.	6,43,246	6,75,408	7,09,178	7,44,637
3	Office Supplies	32,163	33,771	35,460	37,233
4	Communication	64,324	67,540	70,917	74,463
5	Printing forms, data files and stationery	1,34,010	1,40,711	1,47,747	1,55,134
6	Disposable IEC materials	6,70,049	7,03,551	7,38,729	7,75,665
7	Medicines/Drugs for treating the detected	67,00,478	70,35,502	73,87,277	77,56,641

	cases				
	Travel :				
8	1) Patient Travel for Diagnosis & Treatment	6,70,049	7,03,551	7,38,729	7,75,665
	2) Doctors (Consultant) Travel from TMH				
	<b>TOTAL</b>	<b>89,94,726</b>	<b>94,44,461</b>	<b>99,16,685</b>	<b>1,04,12,518</b>
D	<u>Over all contingencies with 5% annual increase based on the estimated cost from the third year of 1<sup>st</sup> round of screening.</u>	2,68,019	2,81,420	2,95,491	3,10,266
	<b>TOTAL COST</b>	<b>1,48,25,497</b>	<b>1,58,44,909</b>	<b>1,69,43,106</b>	<b>1,81,26,808</b>

**Appendix 3. Details of Staff Recruitment and the salaries**

Sr. No.	Personnel Category	No. per Mobile Education-cum-Screening Units (MESUs)	Control Arm	Total No. for Three Screening Units & Control Arm	Educational Qualification	Monthly Salary per person	Annual Salary per person	Annual Salary Per Category (for the first year only)
1.	Medical Social Workers	2	2	8	Bachelors Degree in Social Work	@ Rs. 6,000 pm with 10% Annual increment	Rs.72,000.00	Rs.5,76,000.00
2.	Health Workers	2	--	6	8 <sup>th</sup> Grade and above	@ Rs. 4,000 pm with 10% Annual increment	Rs.48,000.00	Rs.2,88,000.00
3.	Radiology Technicians	2	--	6	H.S.C + 2 yrs diploma in Medical Radiography Technology.	@ Rs. 6,000 pm with 10% Annual increment	Rs.72,000.00	Rs.4,32,000.00
4.	Helpers	2	--	6		@ Rs. 3,000 pm with 10% Annual increment	Rs.36,000.00	Rs.2,16,000.00
5.	Survey Cum Registration Clerk	1	4	7	10 <sup>th</sup> Grade and above	@ Rs. 4,000 pm with 10% Annual increment	Rs.48,000.00	Rs.3,36,000.00
6.	Drivers	1	--	3+ 1=4 (one additional for exigencies)	Minimum 5 yrs of driving experience	@ Rs. 4,000 pm with 10% Annual increment	Rs.48,000.00	Rs.1,92,000.00
<i>Office Staff at the B.K.L.Walavalkar Hospital</i>								
7.	Programme Manager			1	Masters Degree in Social Work with 2 Yrs experience in implementing Health programmes	@ Rs.12,000 pm with 10% Annual increment	Rs.1,44,000.00	Rs.1,44,000.00

8.	Project Fellow Radiology		2	M.D Radiology	@ Rs.30,000 pm with 10% Annual increment	Rs.3,60,000.00	Rs.7,20,000.00
9.	Project Fellow Surgical Oncology		2	M. S. Surgery	@ Rs.30,000 pm with 10% Annual increment	Rs.3,60,000.00	Rs.7,20,000.00
9.	Data Entry Operator		4	12 <sup>th</sup> Grade with Diploma/ Certificate course in Basic Computer application.	@ Rs. 5,000 pm with 10% Annual increment	Rs.60,000.00	Rs.2,40,000.00
10.	Patient Co-ordinator		2	Graduate from any discipline.	@ Rs. 6,000 pm with 10% Annual increment	Rs.72,000.00	Rs.1,44,000.00
<b>TOTAL ANNUAL SALARY</b>							<b>Rs.40,08,000.00</b>



**MEMORANDUM OF UNDERSTANDING**

**TATA MEMORIAL CENTRE  
MUMBAI AND  
PUNE**

**SHREE VITHALRAO JOSHI CHARITIES TRUST'S  
BHAKTASHRESHTHA KAMILAKARPANT  
WALAWALKAR HOSPITAL**

**DIRECTOR**  
**B. K. L. Walawalkar Hospital**  
**Diagnostic & Research Centre, Dnyanesh**

36

## INDEX

Sr.No.	Particulars	Page No.
01.	Scope of the Project	01
02.	Project Team Project Time Frame Financing of the Project	02
03.	Role of Tata Memorial Centre	03
04.	Role of Walawalkar Hospital	03
05.	General Conditions	04
06.	Benefits and Outcomes of the Project	05
07.	Annexure – Methodology of the Project	06 08 -11
08.	Walawalkar Hospital Diagram	07
09.	Maharashtra Map	12
10.	Ratnagiri Map	13
11.	Sindhudurg Map	14

DIRECTOR,  
E. K. L. Walawalkar Hospital,  
Dinghulgaon, Sindhudurg District, Dahanu

50 2  
developed as part of the project to keep a record of the baseline and subsequent cancer morbidity and mortality in the region. Further management of the cases will be done at Walawalkar Hospital and Tata Memorial Centre as required.

The methodology of the project and other details are given in the annexure.

### PROJECT TEAM

The project team will comprise of Dr. K.A.Dinshaw, Dr.S.S.Shastri, Dr. S.D.Banavali and two representatives from the Walawalkar Hospital. The Project team will be headed by Dr. K.A.Dinshaw. Dr. S.S.Shastri, Head, Preventive Oncology, TMH, will be the 'Officer-in-Charge' for the project. Dr. S. Banavali, Associate Professor Medical Oncology, TMH will be 'Project Coordinator'. Dr. S. Patil, Medical Administrator, Walawalkar Hospital will be 'Project Coordinator' at Chiplun. The team will meet once a month for the first six months and then once in three months through the duration of the project to monitor the project. One full time project administrator will be appointed for the project. He/She will work closely with the management team. A data management unit consisting of three data entry persons will be setup at the project office.

### PROJECT TIME FRAME

Both district projects will commence from September 2003 and 2 rounds of screening will be completed in 4 years (by March 2007). The screening projects will be disbanded thereafter and only registry staff will continue to monitor the incidence and mortality due to cancer in the district for another 10 years (till 31<sup>st</sup> March 2017). The Walawalkar hospital will have the option of taking over the project (except the registry) after completion of two rounds of screening (i.e. after March 2007), providing their own cost inputs. Tata Memorial Centre may help them find funds for the same through the National Cancer Control Programme (NCCP). The TMC will continue to support the cancer treatment facilities at the Walawalkar hospital and proposes to develop it as a rural outreach centre of the Tata Memorial Centre.

### FINANCING OF THE PROJECT

The Tata Memorial Centre will provide the required fund for this project, subject to sanction by Department of Atomic Energy, Government of India.

DIRECTOR,  
B. K. L. Walawalkar Hospital,  
District Cancer Research Centre, Dahanu

ROLE OF TATA MEMORIAL CENTRE

- Medication charges for the patients of the project will be funded by TMC.
- Salary of the project staff and other incidental charges will be at actuals will be reimbursed to Walawalkar Hospital
- Radiation therapy will be free of charge when availed at the TMC. Patients who choose to take treatment at other facilities will have to pay for their own treatment.
- TMC will provide all technical-know-how to Walawalkar Hospital connected with this project
- Consultants from the Walawalkar Hospital will be trained during the project to enable them to treat cancer cases.
- TMC will provide technical assistance to Walawalkar Hospital in procurement of equipments and consumables for this project.
- The project provides an ideal setting for telemedicine services (mainly telepathology and teleconsultations). TMC will explore the possibility of telemedicine through the DAE/ISRO or Konkan Railway or the UICC.

ROLE OF WALAWALKAR HOSPITAL

- Project office will be located at the Walawalkar hospital. The Walawalkar hospital will make suitable premises with free electricity and water supply available for the same. The office will be furnished with the project funds.
- The project staff will be recruited locally by Walawalkar Hospital
- Free outdoor and indoor facilities will be provided by the Walawalkar Hospital for the project patients.
- Consultations, operations and procedures performed by doctors from TMC and Walawalkar Hospital will be free of charge.
- The hospital will also provide accommodation free of cost for key personnel of the project. Arrangements for the accommodation, local transport and hospitality for visiting consultants from TMH will be taken care of by the Walawalkar hospital.

DIRECTOR,  
 B. K. L. Walawalkar Hospital,  
 Diagnostic & Research Centre, Dahanu

- The Walawalkar hospital will raise a consolidated monthly salary bill of the project staff for reimbursement by the Tata Memorial Centre.
- Walawalkar hospital will also raise, once in four months, a bill for reimbursement towards the actual expenditure incurred on consumables and maintenance for project purposes.

**GENERAL CONDITIONS**

- The project staff will be under the administrative control, follow the administrative rules of the Walawalkar hospital and will draw their salaries from the Walawalkar hospital. It is clearly understood that at no time the staff as may be appointed by Walawalkar Hospital will be directly or indirectly deemed to be employees of TMC and no such claim will arise against the Tata Memorial Centre.
- The cancer registry will continue to monitor the incidence and mortality due to cancer in the region for another 10 years (till 31<sup>st</sup> March 2017).
- The Tata Memorial Centre also proposes to investigate the possibility of setting up telemedicine services between the Tata Memorial Hospital and the Walawalkar hospital.
- A team of consultants from TMC, from the departments of Preventive Oncology, Surgical Oncology, Medical Oncology, Radiation Oncology, Pathology, Cytology, Radiology will participate in the project, advise the management team and visit the Walawalkar hospital once a month on pre-fixed dates for specific project activities.
- The team at Walawalkar hospital will consist of consultants and personnel from the departments of Community Medicine, Gynecology, Surgery, Dental, ENT, Pathology and Radiology.
- All disputes/difference if any will be referred to Director, TMC whose decision shall be final.
- In case of any dispute to be resolved by writ of Law, the jurisdiction of Mumbai High Court will apply.
- All equipments and vehicles procured for this project will be property of TMC. TMC will have an option to hand over the equipments to Walawalkar hospital if the project is taken over by them after the scheduled period of completion.

DIRECTOR,  
Walawalkar Hospital,  
Tata Memorial Centre, Derman

## Methodology Of The Project

### Ratnagiri District Program

#### Setting up a Cancer Registry

Listing of village clusters and target populations within these clusters will be carried out. Base line information on cancer prevalence in the area will be collected prior to the commencement of the screening activities. An on going rural cancer registry will be established to monitor the cancer trends in the area alongside the control program. Three trained registry personnel will be appointed for this purpose. A tie-up with the Mumbai Cancer Registry (Indian Cancer Society) is under consideration.

**Awareness Program:** No screening program is possible without adequate awareness in the target population. Awareness programs will precede screening programs in all the villages. Awareness programs will be conducted at the village level using videocassettes, posters and flipcharts through *Mobile Education-cum-Screening Units (MESUs)*. Awareness and screening activities will go hand-in-hand.

Each MESU will have one custom-fitted transport-cum-examination vehicle and a staff component of 4 trained Auxiliary Nurse Midwives (ANMs), 2 ayahs/helpers, 1 Male Health Workers (MHW), 1 Medical Social Worker (MSW) and 1 Driver.

#### Primary Screening Procedures

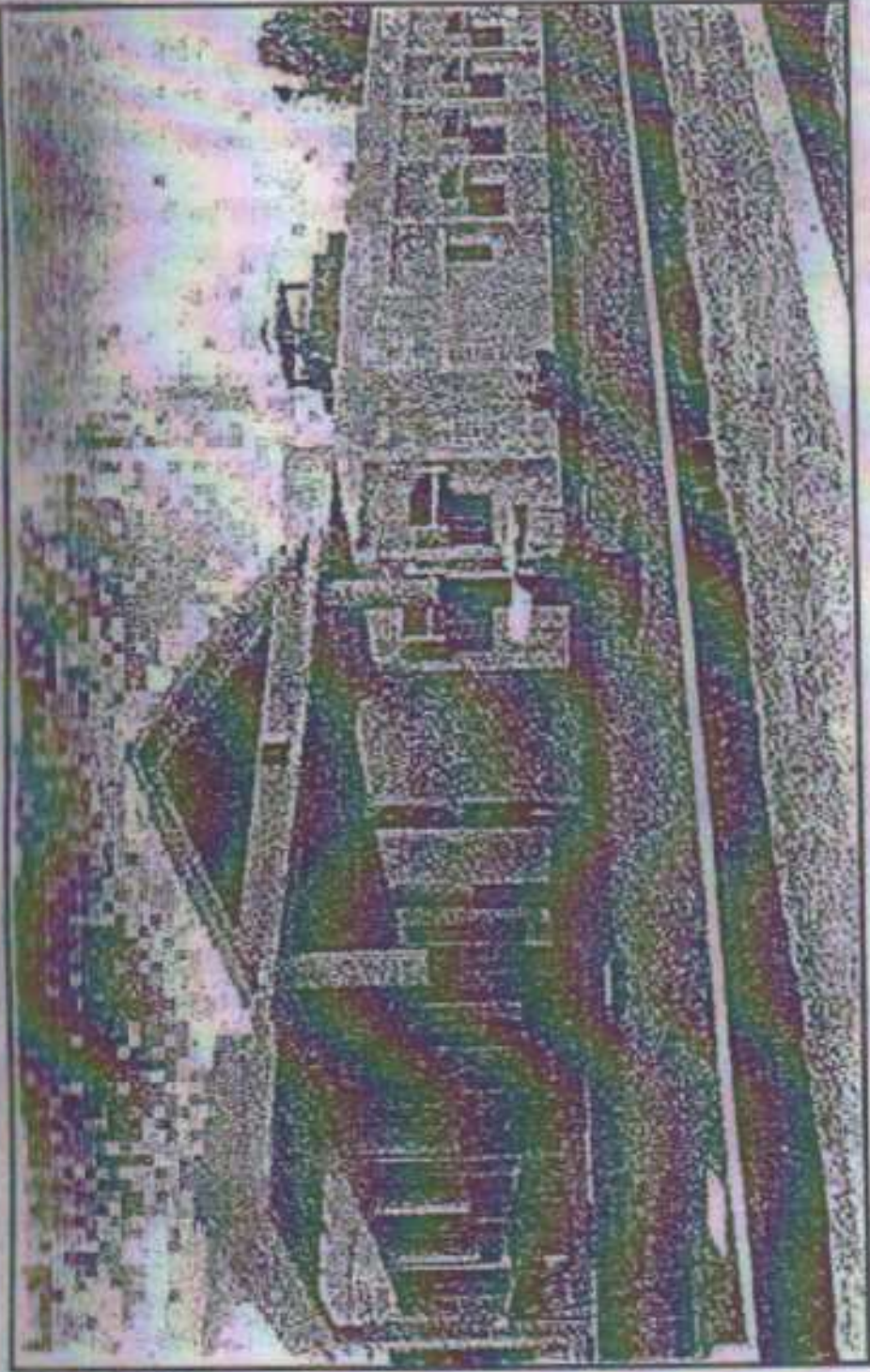
A Community based program will be undertaken for the screening of common cancers (tobacco related cancers of the oral cavity, cervix and breast cancers) at two-year intervals. All tobacco users (men and women) and women in the age group of 35-60 years will be the target population for this screening program.

#### Women

- Screening for precursors/early stages of cervix cancer will be done by the VILI method (aided visual inspection of the cervix after application of Lugol's iodine), by trained ANMs among women in the 35-60 years age group.
- Screening for early stages of breast cancer will be done by clinical breast examination (CBE), by trained ANMs, among women in the 35-60 years age group.
- Screening for oral cancers will be done by clinical examination of the oral cavity, by trained ANMs, among all women tobacco users.

DIRECTOR,

P. V. Hospital,



The 160-bed 'Walawalkar Hospital' located at Dervan village, Chiplun Taluka in Ratnagiri District will be the base hospital for the program

DIRECTOR,  
Walawalkar Hospital,

## Men

- Screening for oral cancers will be done by clinical examination of the oral cavity, by trained MHWs, among all men tobacco users.

## Logistics

While screening of both men and women will be carried out, the calculations will be based on the requirements for female screening procedures, which are more intensive and time consuming as compared to the screening procedures for males.

- For screening among women the ideal age group is 35-60 years. Women in this age group usually form 13% of the entire population. We should therefore expect around 2,25,000 women eligible for screening in the district. We propose screening at two-year intervals.
- Assuming that IMESU can screen around 60 women per day (on the basis of our rural cancer screening experience at Barshi) and an average of 600 working days over a period of two years, we can expect 1 MESU to screen around 36,000 women in two years.
- With an expected 80% compliance-to-screening (as seen in our Mumbai and Osmanabad projects), we expect 1,80,000 (80% of 2,25,000) women from Ratnagiri district to participate in the screening program.
- For screening 1,80,000 women over a period of two years we will need 5 MESUs ( $1,80,000 \div 36,000$ ). We will establish 5 MESUs for Ratnagiri.

## Base Hospital

Walawalkar Hospital located at Dervan village, Chiplun Taluka, Ratnagiri District, is proposed as the base hospital for this project. Walawalkar hospital is a 100 bed charitable hospital located at 16 Km. from Chiplun. Chiplun is a small town (the second largest in the district). It is accessible both by road and train (by Konkan Railway). The hospital is completely dedicated to charitable health care work in the area and is the only hospital in the entire district with the desired level of intermediate care facilities. There is a team of dedicated doctors and support staff who work fulltime at the hospital. The hospital has a good name in the area and receives patients from all over the district.

The hospital already has fairly well developed departments of Community Medicine, Gynecology, Surgery, Dental, ENT, Pathology and Radiology, which are crucial for the project.

DIRECTOR,

Walawalkar Hospital,

Dervan, Ratnagiri District



First-referral level

Women found positive by VILI test will be referred to the first-referral level unit (FRLU). The FRLU will consist of 1 doctor who will be trained in colposcopy and one ayah/helper. The FRLU will provide clinical diagnostic confirmation by colposcopy and biopsy for VILI positive women referred by MESUs. The FRLU will travel with the MESUs to the selected primary screening location for this work.

We should expect around 10% referrals (on the basis of our Barshi and Mumbai experience) i.e. around 18,000 referrals over two years. Considering 600 working days over two years, we can expect around 30 referrals daily from the primary screening. Each FRLU can examine around 15 women per day. We will therefore need two FRLUs for the project.

Colposcopy/biopsy positive women will be referred to the Walawalkar hospital for treatment of CIN II and above lesions by Cryotherapy, LEEP or Conisation procedures or for treatment of frank invasive cancers.

Women found positive for oral lesions will be confirmed by oral examination done by the FRLU doctors and then further referred to the Walawalkar hospital for confirmation by cytology/biopsy. They will be provided counseling/tobacco-cessation advice and treated as may be needed.

Men found positive for oral lesions will follow the same protocol as the women with oral lesions.

Second-referral level

The existing 2 gynecologists at the Walawalkar hospital will be trained for Cryotherapy, LEEP and Conisation procedures. Two additional doctors will be appointed and trained to work exclusively in the FRLUs. Hysterectomies will be performed at the hospital by visiting Gynaec Oncology consultants from TMH.

Histopathology and Cytology facilities at the hospital will be suitably upgraded for the additional project work. The existing 2 pathologists and 6 existing technicians will be trained for the project work. Two additional technicians will be appointed and trained for the project work. Pathology/Cytology consultants from TMH will visit on a periodic basis.

The existing 2 surgeons at the hospital will be trained at TMH for suitable periods to enable them to undertake breast and head-neck surgeries. Surgical Oncology (Head-Neck, Breast Services) consultants from TMH will visit on a periodic basis.

DIRECTOR,

Walawalkar Hospital,

Health Centre, Deraon

First-referral level

Women found positive by VILI test will be referred to the first-referral level unit (FRLU). The FRLU will consist of 1 doctor who will be trained in colposcopy and one ayah/helper. The FRLU will provide clinical diagnostic confirmation by colposcopy and biopsy for VILI positive women referred by MESUs. The FRLU will travel with the MESUs to the selected primary screening location for this work.

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Histopathology and Cytology facilities at the hospital will be suitably upgraded for the additional project work. The existing 2 pathologists and 6 existing technicians will be trained for the project work. Two additional technicians will be appointed and trained for the project work. Pathology/Cytology consultants from TMH will visit on a periodic basis.

The existing 2 surgeons at the hospital will be trained at TMH for suitable periods to enable them to undertake breast and head-neck surgeries. Surgical Oncology (Head-Neck, Breast Services) consultants from TMH will visit on a periodic basis.

DIRECTOR,  
Walawalkar Hospital,  
Centre, Dahanu

### Treatment of Invasive Cancer

The treatment of frank invasive cancers by surgery and chemotherapy will be initially provided through periodic visits by consultants from Tata Memorial Hospital. Radiation therapy consultations will be provided through periodic visits by consultants from the TMH. For radiation therapy treatment however the patients will be referred to TMH or Krishna Hospital, Karad. Comprehensive cancer care facilities including Mammography and Radiation Oncology facilities may be developed at the Walawalkar hospital over a period of time with separate funds.

Age adjusted cancer incidence rates for rural Maharashtra (Barshi) are 52 per 1,00,000 for females and 44 per 1,00,000 for males. Assuming the same rates for Ratnagiri, we should expect 468 cases among females and 352 cases among males, of all cancers, annually (i.e. total 820 cancer cases per year from the district). Tobacco related cancers and cancers of the cervix and breast together form 60% of all cancers. The screening programme, which is focused on these three types of cancers, should therefore detect around 492 cases annually (328 cases of tobacco related cancers, 98 cases of cervix cancers and 66 cases of breast cancers).

Men and women participating in the screening project will be given special identity cards. Diagnostic tests and treatment will be provided free of cost for cancer cases detected by the project under the project facilities. The cost of consumables required for the diagnostic tests for project patients incurred by the Walawalkar hospital (x-ray plates, chemicals and reagents, kits etc.) will be reimbursed from the project funds. Free outdoor and indoor facilities will be provided by the Walawalkar Hospital. Consultations, operations and procedures performed by doctors from TMH and Walawalkar hospital will be free of charge. Chemotherapy, antibiotics and other medication required by the project patients will be provided free of cost through the project funds. Radiation therapy will be free of charge when availed at the TMH. Patients who choose to take treatment at other facilities will have to pay for their own treatment.

### Sindhudurg District Program

The cancer registry, awareness programs, primary screening by MESUs, first-level referral diagnostics through FRLUs and treatment protocols for frank invasive cancer cases detected by the project screening units will be same as those for Ratnagiri district. Sindhudurg does not have a hospital comparable to Walawalkar hospital in terms of the basic desired level of facilities for the project work. The people of Sindhudurg normally approach the Walawalkar hospital or seek treatment at Goa. We will therefore keep the Walawalkar hospital as the base hospital, for the project treatment facilities, for the Sindhudurg district project also.

DIRECTOR,

Walawalkar Hospital,

Walawalkar, Karad, Dargan

### Logistics for Sindhudurg

With computations similar to those done for Ratnagiri, we should expect from Sindhudurg around 1,20,000 women eligible for screening. 90,000 of these eligible women should be expected to participate in the screening program.

For screening 90,000 women over a period of two years we will need 3 MESUs. We will establish 3 MESUs for Sindhudurg.

At the first-referral level we should expect around 9,000 referrals from Sindhudurg over two years. Again with computations similar to those done for Ratnagiri we will need one FRLU for Sindhudurg.

From Sindhudurg, we should expect 232 cases among females and 183 cases among males, of all cancers, annually (i.e. total 415 cancer cases per year from the district). The screening program will detect around 249 cases annually (166 cases of tobacco related cancers, 50 cases of cervix cancers and 33 cases of breast cancers).

DIRECTOR

for Hospital.

