

B. K. L. WALAWALKAR RURAL MEDICAL COLLEGE



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Dist. Ratnagiri - 415606, Maharashtra State, INDIA.
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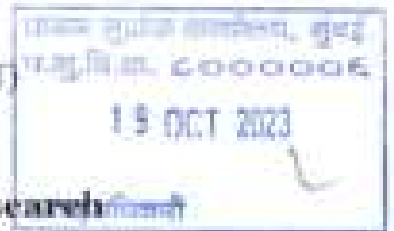
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Memorandum of Understanding (MOU)

between

The Tata Institute of Fundamental Research
Mumbai/Hyderabad
and

B.K.L. Walawalkar Rural Medical College



श्रीम. एल. एस. सांगळे

This Memorandum of Understanding is made on the 9th of October 2023

BETWEEN

The Tata Institute of Fundamental Research, Mumbai and its centre at Hyderabad (hereinafter referred to as TIFR)

AND

B.K.L. Walawalkar Rural Medical College, an institution, owned and administered by Shree Vithalrao Joshi Charities Trust (SVCT) is a public charitable trust registered under Bombay Public Charitable Trust Act, 1950 on 23rd Aug 1977, represented by its Director, Dr. Savarna Patil, having its registered office at B.K.L. Walawalkar Rural medical college campus, Siwarde, Chiplun, Ratnagiri, 415606, Maharashtra.

studies. The number and duration of stay will be decided based on the project needs by the respective project coordinators.

- (2) For stays of less than 2-weeks duration the host institution will bear the guest-house or hostel room charges (boarding charges have to be borne by individuals). For visits longer than 2-weeks, the host institution will charge the room rents as per norms.
- (3) The visitors must meet all specific requirements set down by the home institution and host institution.
- (4) Students/clinicians/researchers participating under the terms of this agreement shall be subject to the rules and regulations of the host institution. They will also have the rights and privileges enjoyed by other students on the host campus.
- (5) Students/clinicians/researchers participating under the terms of this MOU shall be entitled to participate in any workshops/conferences, seminars and discussions, related to the scope of this agreement and at their own cost, that may be hosted/organized by either of the institutions, as per needs.

3 Collaborative Research activities

- (1) The two parties will actively support collaborative research and visits of researchers/students/clinicians. Access to research facilities will be provided by the host institution as per the guidelines stipulated by the host organization.
- (2) The visiting students/clinicians/researchers will abide by all the rules and regulations for use of all such facilities. No specific user fee will be charged by either of the institutions.
- (3) Incidental costs associated with the experiments will be borne by specific research group within the host institution as per their internal costing mechanisms or with the funds received by the collaborating groups through external funds, as the case maybe.
- (4) This MoU will enable exchange of samples from pre-clinical models and clinical cohorts for studying the impact of under-nutrition and over-nutrition to study effects on growth and development and the emergence/treatment of metabolic diseases.
- (5) Specifics of all such material exchange will be as per the IRB (Institutional Regulatory Boards: Animal Ethics Committee and Human Ethics Committee) and separate clearances will be obtained from respective IRBs for each/every collaborative project, independently.

- (6) This MoU also mandates researchers/clinicians from both institutions to jointly approach Gov agencies for any clearances that may be required to carry out collaborative work, as per needs of individual projects and based on granting mechanisms.

4 Funding/Financing research

- (1) To implement the collaborative activities envisaged under this MOU, representatives of the institutions may meet periodically to negotiate and conclude specific project agreements and programs of cooperation, including their financing, with each other and with other parties provided that neither of the institutions shall have the power to bind the other institution without consent in writing thereto.
- (2) This MoU does not provide means to fund science across institutions and all research spending has to be drawn from existing grants/funding from within each of these institutions.
- (3) However, this MoU will enable ways/means to seek external funding including from Gov agencies, CSR grants, endowments, philanthropic grants, social support funding from trusts etc. In each of these cases, separate agreements will have to be signed between all the parties concerned for receipt and use of such funds.

5 Intellectual Property

- (1) All intellectual property disclosed or introduced in connection with this MOU and all materials in which such intellectual property is disclosed or introduced shall remain the property of the institution introducing or disclosing it.
- (2) Nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either institution.
- (3) All intellectual properties including any trademark, patent, copyright, design, results, know-how etc. (hereinafter referred to as the "IPs") which arise out of activities undertaken jointly by the Parties under this MoU will be jointly owned by both the Parties (hereinafter referred to as "Joint IPs"). The Parties shall not assign any rights and obligations arising out of the Joint IP generated from inventions/activities carried out under the MoU to any third party, without prior written consent of the other Party. A Party shall own all the rights in the IPs arising solely out of its own activities carried out using its own resources under this MoU (hereinafter referred to as "Sole Party IPs"). Each Party shall be entitled to file applications for protection of its Sole Party IPs. In respect of joint IPs, applications can be filed for protection by joint consent only.

6 Confidentiality

- (1) Neither of the institutions shall use the name or logo of the other for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other institution.
- (2) However, the institutions may notify third parties of the fact that this MOU is in effect.
- (3) All information furnished in relation to this MOU by one institution to the other, which is clearly identified as proprietary or confidential at the time of disclosure, will be kept confidential by the receiving institution, and will not be disclosed to any third party other than to carry out the provisions of this MOU, unless agreed in writing between the institutions.
- (4) The provisions of this clause will not apply to information in the public domain; information in the possession of the receiving institution prior to the disclosure of the information; information which is independently developed by the receiving institution; information required to be released by law; and information which is rightfully received by receiving institution from third parties without accompanying confidentiality obligations.
- (5) This clause will survive the expiration or termination of this MOU for one year from the date of expiration or termination of this MOU.

7 General Conditions for this Agreement

This MOU shall take effect from the date of signing of the MOU and be valid for a period of five years unless otherwise renewed. Renewal for an additional five-year period shall be considered at least six months before the termination of this initial period. Either party may terminate this MOU at any time by giving not less than 3 months written notice to the other party, provided that the institutions shall use their best efforts to ensure that visits or exchanges arranged prior to such termination will continue until completion. This MOU may also be modified in writing by mutual consent at any time.

8 Indemnification

Each Party is responsible for its own acts and omissions relating to this Agreement and any materials or equipment or services provided in connection with this Agreement.

including without limitation, acts or omissions of its employees, faculty, staff, students, sub-contractors or consultants or the like. Each Party (in the capacity as Indemnifying Party) agrees to indemnify, defend and hold the other Party, its directors, officers, employees, students, advisors and agents (in the capacity of Indemnified Party) harmless, from and against any claims, demands, suits, proceedings, damages, costs, losses, liabilities, fines, penalties and expenses therewith to the extent such demand, claim or action relates to or is based on violation of any applicable law or rules or breach of confidentiality; or any violation or misappropriation or infringement of third party intellectual property rights or moral/privacy rights of the other Party.

J N Chougale

Director

TIFR
Mumbai

DIRECTOR
TATA INSTITUTE OF FUNDAMENTAL RESEARCH
HOMI BHABHA ROAD, COLABA,
MUMBAI - 400 005.

Date: 26/10/23

Witness:

1)

2)

[Signature]

Director

B.K.L. Walawalkar Rural Medical College
Ratnagiri

Director

B.K.L. Walawalkar Rural Medical College
Sawant, Katorwad, Pin - 415 001





महाराष्ट्र MAHARASHTRA

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5 DEC 2023

इसका प्रयोग केवल मुद्रा के रूप में ही करना चाहिए। इसे किसी भी प्रकार का प्रतिपक्ष नहीं दिया जायेगा।

श्री. श्री. देवदास अशोक पुराने निवास बरवासावासे मठ -

निवासी का पता -

पुस्तक विक्रय केन्द्र -

पुस्तक विक्रय केन्द्र -

इसके अलावा अन्य मठों में

मुद्रा का मूल्य 900/-

मुद्रा जारी करने की तिथि

2023
 देवदास अशोक पुराने
 2 नवम्बर 2023
 10/11/2023
 31/12/2023
 17 DEC 2023

श्री. देवदास अशोक पुराने निवासी के द्वारा जारी किया गया है।
 क्र. नं. 1/11/23 विस्तृतिका के अन्तर्गत जारी किया गया है।

For B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A.P. Sawarda, Tal. Chiplun, Dist. Ratnagiri - 415 606	For Indian Coast Guard Station, Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639
Signature: Name: Dr. Sateesh Patil, MBBS, MD (Gen Medicine) Designation: Managing Director, B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A.P. Sawarda, Tal. Chiplun, Dist. Ratnagiri - 415 606 Date: Dec 23	Signature: Name: DIG Shatrughan Singh Designation: Commanding Officer, ICGS Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639. Date: 17 Dec 23

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

MEMORANDUM OF UNDERSTANDING (AGREEMENT)

This Memorandum of Agreement for Health Care Service is made at Ratnagiri, on Dec 2023 between **Indian Coast Guard Station - Ratnagiri** here in after referred to as the "**Indian Coast Guard**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their executors, administrators, office bearers, successors and assignees) of the "**First Party**".

And

B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A/P Sawarde, Tal. Chiplun, Dist. Ratnagiri - 415 606 (accredited by NABH) (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assignees) of the "**Second Party**".

WHEREAS: -



1. The Coast Guard Administration intends to avail Multi - Specialty Primary/ Secondary/ Tertiary/ Emergency medical treatment to all entitled beneficiaries of ICGS Ratnagiri, ICGAS Ratnagiri, Naval NCC Unit Ratnagiri, Military Engineering Service and dependent units (C-402,C-406,C-452, IC-302,IC-305 & Air 850 Sqn), Civilian Employees, Retired defence personnel & civilians and their dependents (herein after referred as "**beneficiaries**").
2. The Hospital is engaged in the service of providing healthcare and the operation of Multi-Specialty Hospital namely "**B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A/P Sawarde, Tal. Chiplun, Dist. Ratnagiri - 415 606**" (accredited by NABH) and provide treatment facilities and diagnostic facilities to all beneficiaries in the Hospital/ Diagnostic Centers/ Pathological Labs/ Consultants/ Visiting Consultants as per the "**Central Government Health Scheme (CGHS), Mumbai rates.**"
3. The parties here have mutually decided to record the covenants on their part as the terms and conditions of their agreement herein after appearing.

Now this agreement witnessed and it is hereby agreed, declared, confirmed and recorded by and between the parties hereto as follows: -

1. DEFINITIONS

(a) "**Beneficiaries**" shall mean:-

- (i) Personnel of Indian Coast Guard Serving & Retired and their Dependents.

For B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A/P Sawarde, Tal. Chiplun, Dist. Ratnagiri - 415 606	For Indian Coast Guard Station, Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 618.
Signature:  Name: Dr. Sargama Patel, MBBS, MD (Gen Medicine) Designation: Managing Director, B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A/P Sawarde, Tal. Chiplun, Dist. Ratnagiri - 415 606 Date: Dec 23 12/13/23	Signature:  Name: DIG Shatrughan Singh Designation: Commanding Officer, ICGS Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 618. Date: 12 Dec 23

(ii) Civilians of Indian Coast Guard Serving & Retired and their Dependants.

(b) "Proof of identity" shall mean for Coast Guard personnel and Civilians (Serving/ Retired) and their dependents as beneficiaries:-

(i) The proof would be an authorized letter/ referral slip from service hospital/ Employee ID card issued by Coast Guard.

(ii) For Retired Defence personnel, Civilians and their Dependents as beneficiaries, the proof would be only their Valid ID card / Discharge certificate issued by appropriate authorities. No other referral letter is required.

2. PERIOD OF CONTRACT

The contract will commence from the date of execution of this agreement (Dec 2023) to 31 Dec 2026 or till it is modified or revoked, whichever is earlier. The contract may be extended for further period with mutual agreement of the parties. The contract remains valid until terminated by either party by giving a notice of 30 days in writing.



3. SCOPE OF SERVICE

The Hospital shall provide Multi - Specialty Primary/ Secondary/ Tertiary facilities like General Medicine, Cardiology (Cath lab), Nephrology, Gastroenterology, Neuro Medicine, Rheumatology, Pulmonology, Hematology, HIV specialist, General Surgery, Orthopedic & Joint replacement, Neuro Surgery, Urology, Plastic Surgery, CVTS (Cardio Vascular & Thoracic Surgery), Pediatric Cardiology & Hematology, Radiology, Dermatology, ENT, Ophthalmology, Psychiatry, Dental, Dietician, Ambulance, Path lab and other specialties whichever available in the hospital to beneficiaries as mentioned in clause Para 1(a) above and residing in Ratnagiri area without any delay as per prevailing Central Government Health Scheme (CGHS), Mumbai rates and for items / procedures not available in CGHS rate list, as per hospital tariff (The schedule of rate is indicated in Annexure - III).

4. REFERRAL AND ADMISSION

(a) No patient shall be admitted to the Hospital without proof of identity as mentioned in Para 1(b), However Retired Personnel & their dependents can approach directly, except the case mentioned in clause 4 (b) below.

(b) In the case of emergency, the Hospital shall admit the patient, workup the

For B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwad, A/P Sewank, Tal. Chiplun, Dist. Ratnagiri - 415 508	For Indian Coast Guard Station, Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 509.
Signature: 	Signature: 
Name: Dr. Sugama Patil, MBBS, MD (Gen Medicine)	Name: DDC Shakti Kant Singh
Designation: Managing Director, B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwad, A/P Sewank, Tal. Chiplun, Dist. Ratnagiri - 415 508	Designation: Commanding Officer, ICGS Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 509.
Date: 15 Dec 23	Date: 15 Dec 23

case for provisional diagnosis/ final diagnosis and for the line of treatment and to provide immediate medical treatment to the beneficiary. In such an event, the Hospital shall inform the authorized signatories (Authorized Medical Officer) by telephone or Email to seek the permission within 24 hours of admission and 48 hours in case of any holiday. The patient would have to be covered at CGHS - Mumbai rates only after being certified by Authorized Medical Officer of Coast Guard. The Hospital need not inform the Coast Guard Medical Officer in case the beneficiaries are retired defence personnel and their dependents.

(c) In case the emergency is not established, the hospital shall direct the patients to designated health care centre within 24 hours as advised by Authorized Medical Officer of Coast Guard (for retired personnel it is not applicable).

(d) All patients referred to the hospital are to be admitted in General Ward. The Second Party will investigate/treat the beneficiary of the First Party only for the condition for which they are referred. In case of unforeseen emergencies of these patients during admission for approved purpose/procedure, provisions of emergency shall be applicable.



(e) If on request of Coast Guard beneficiary, patient is admitted in higher category ward and treatment is provided, then expenditure over and above entitlement shall have to be borne by the Coast Guard beneficiary. The expenditure over and above entitlement will be charged from the beneficiary and it is to be collected from the patient before discharge. The undertaking for payment of difference of cost shall be taken from the beneficiary requesting higher accommodation. The same process may be followed for retired defence personnel also.

(f) The hospital will not refer the patient to other hospital without prior permission of authorized signatories (Authorized Medical Officer). This process is not applicable to the retired Defence personnel.

(g) In case of death of patient, the information should be send to authorized signatories (Authorized Medical Officer) immediately. In case of retired defence personnel only Next of Kin is to be informed.

(h) In case patient leaves the hospital against medical advice or discharged from hospital against advice, the same should be informed at the earliest to authorized signatories (Authorized Medical Officer). This process is not applicable to the retired Defence personnel.

(j) The second party shall submit all the medical reports in the hard copy to the beneficiary for claiming purpose and in soft copy format as far as possible to the First Party. The Second Party shall furnish report on quarterly basis by 10th day of succeeding calendar month to the First Party in respect of the

For B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kassarwell, A/P Saverda, Tal. Chiplun, Dist. Ratnagiri - 415 605	For Indian Coast Guard Station, Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 605.
Signature:  Name: Dr. Suparna-Patil, MBBS, MD (Gen Medicine) Designation: Managing Director, B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kassarwell, A/P Saverda, Tal. Chiplun, Dist. Ratnagiri - 415 605. Date: Dec 23	Signature:  Name: DGO Saurajit Singh Designation: Coordinating Officer, ICGS Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 605. Date: 23 Dec 23

12/12

beneficiaries treated/ investigated. This process is not applicable to the retired Defence personnel.

5. **PROCEDURE & SURGERY**

(a) All treatment and diagnostic procedures such as Coronary Angioplasty to be carried out at **Central Government Health Scheme (CGHS), Mumbai package rates.**

(b) In case of requirement of blood services or blood products, hospital shall arrange the same and charges to be as per CGHS - Mumbai rates.

(c) The Coast Guard Administration shall have the right to monitor the line of treatment provided to the Coast Guard beneficiary. Coast Guard Medical Officer/ his representative should be allowed to visit the patient in the hospital and to attend important procedures.

(d) In case of any procedural delay by the hospital for any reason what so ever, the Coast Guard Administration shall not bear any charges of additional stay and treatment on account of the same provided to the patient. This process is not applicable to the retired defence personnel.

(e) In case of day care procedures requiring short admission, (a few hours to one day) accommodation charges for one day as per entitlement shall be applicable provided the patient is admitted in room as per his / her entitlement.

(f) For emergency trivial procedures like minor suturing and dressing etc. which can be managed in the casualty/ emergency room, beneficiary may be charged as per applicable procedure rates in the CGHS list.



(g) The ICU package charges to be as per CGHS - Mumbai rates.

6. **RATE AND BILLING**

(a) The rate of charges will be as per prevailing **Central Government Health Scheme (CGHS), Mumbai package rates.**

(b) During the period of agreement if any tariff is revised from CGHS rate - Mumbai, same would be applicable to the beneficiary with immediate effect.

(c) Bills shall be raised as per package as defined by CGHS - Mumbai package rates. i.e. even if the patient undergoes CAG & PTCA/ CABG on different days for any reason.

For S.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasernadi, A/P Sewardi, Tal. Chiplun, Dist. Ratnagiri - 415 608	For Indian Coast Guard Station, Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639.
Signature: 	Signature: 
Name: Dr. Suresh Patel, MBBS, MD (Gen Medicine)	Name: DTC Shatrughan Singh
Designation: Managing Director, S.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasernadi, A/P Sewardi, Tal. Chiplun, Dist. Ratnagiri - 415 608.	Designation: Commanding Officer, SOGS Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639.
Date: 09/12/23	Date: 12/12/23

(d) "Package rate" includes all charges pertaining to a particular treatment/ procedure including, accommodation charges, cost of medicines, charges for operation/ procedures, doctor consultant visit charges, monitoring charges, operation theatre charges, procedural charges, surgeon's fee, cost of disposables, surgical charges and cost of all sundries used during hospitalization, related routine investigations, physiotherapy charges etc from the time of provisional/ final diagnosis and initiation of definitive line of treatment till discharge.

(e) In case any additional procedure / investigations has to be performed other than the condition to which patient was initially permitted, permission of Authorized Medical Officer of Coast Guard to be undertaken. The package will be calculated as per duration specified. No additional charges on account of extended period shall be allowed if that extension is due to the infection on the consequence of surgical procedure or due to any improper procedure which is not justified. However some patients may require additional facilities/ procedures because of nature of particular medical condition or co-morbidities which are admissible with proper justification in deserving cases. **In such cases, hospital charges to be divided into package and non-package items. In case of conservative treatment where there is no CGHS package rates, hospital charges to be as per admissible item wise CGHS rates.**

(f) Ambulance service shall be provided by the hospital as per hospital rate, subject to availability.

7. PAYMENT



(a) The beneficiaries will settle the bill before discharge from the hospital. **No credit facility will be provided.**

(b) **Hospital shall not forward any bill to Indian Coast Guard Station, Ratnagiri for reimbursement.**

(c) **The Indian Coast Guard is not liable to pay for any case of impersonation of treatment by ineligible / unauthorized individual.**

(d) In grave emergency (Coast Guard personnel and their family members) shall be admitted and life saving treatment be given on production of **valid Coast Guard ID Card**. All emergencies will be treated till stabilization. The hospital will inform the ICGS Ratnagiri/ **authorized signatories (Authorized Medical Officer)** about the admission within 24 hours.

(e) Hospital to provide following documents in seven working days in case of emergency treatment rendered to Coast Guard personnel for re-imbursement of medical bills to the individual from Coast Guard. **However the patient shall clear the bills of hospital prior discharge.**

For S.K.L. Walsekar Hospital, Diagnostic & Research Centre Kasarwad, A/P Sarnath, Tal. Chiplun, Dist. Ratnagiri - 415 638	For Indian Coast Guard Station, Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639
Signature:  Name: Dr. Sushama Patil, MBBS, MD (Gen Medicine) Designation: Managing Director, S.K.L. Walsekar Hospital, Diagnostic & Research Centre Kasarwad, A/P Sarnath, Tal. Chiplun, Dist. Ratnagiri - 415 638 Date: Dec 23	Signature:  Name: H-2 Shrivastava Prakash Designation: Commanding Officer, ICGS Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639. Date: 12 Dec 23

- (i) All bills, receipts & vouchers on Hospital Performa in original authenticated with signature & stamp of Administrative authority of the hospital.
 - (ii) All investigation relevant to the case duly signed by the treated Doctor/ Pathologist/ Radiologist/ OIC laboratory.
 - (iii) Discharge summary of the case including outcome.
 - (iv) Emergency Treatment Certificate (if applicable).
 - (v) Consultant charges/ Diagnosis/ Package charges as applicable.
 - (vi) Other charges if any not included above (to be specified).
- (f) Any liability arising out of or due to any default or negligence in provision or performance of the medical procedure, the Hospital alone will be responsible for the same.

8. TERMINATION



The Coast Guard Administration as well as the Hospital shall be entitled to terminate this agreement without assigning any reason what so ever by giving at least **30 days prior written notice** in that behalf to the other party hereto.

9. DISPUTE RESOLUTION, ARBITRATION AND NON DISCLOSURE

(a) In the event of the dispute, differences, non-compliance or non-payment arising between the parties hereto with regard to these presents or interpretation thereof, the same shall be mutually settled by the contracting parties hereto. In the event the same cannot be mutually resolved within a reasonable time, the same shall be referred to Arbitration under the provision of the Arbitration and Conciliation Act - 1996 or any other Arbitration Law prevailing for the time being in force. Such matter shall be referred to Arbitration by sole arbitrator and shall be held in the city of Ratnagiri in English language.



(b) The agreement shall be subject to the jurisdiction of the courts in Ratnagiri.

(c) The parties may provide to one another information that is confidential. Each party shall protect the confidential information with at least the same degree of care and confidentiality but not less than reasonable standard of care that it uses for its own information that it does not wish to disclose to the public.

<p>For S.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwad, A/P Sewarda, Tal. Chapar, Dist. Ratnagiri - 415 606</p> <p>Signature: </p> <p>Name: Dr. Suvarna Jetti, MBBS, MD (Gen Medicine)</p> <p>Designation: Managing Director, S.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwad, A/P Sewarda, Tal. Chapar, Dist. Ratnagiri - 415 606</p> <p>Date: Dec 23</p>	<p>For Indian Coast Guard Station, Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 629</p> <p>Signature: </p> <p>Name: DDU Shyamkrishna Singh</p> <p>Designation: Commanding Officer, ICGS Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 629.</p> <p>Date: 23 Dec 23</p>
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(d) Any notices given by one party to other pursuant to this Agreement shall be sent to other party in written by email and confirmed by original copy by Speed Post/ Registered Post to the other Party's Address below.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective signatures the day, month and year first herein above written.

For B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A/P Sawarde, Tal. Chiplun, Dist. Ratnagiri - 415 606	For Indian Coast Guard Station, Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639.
Signature : 	Signature : 
Name : Dr. Savarna Patil, MBBS, MD (Gen Medicine) Designation : Managing Director, B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A/P Sawarde, Tal. Chiplun, Dist. Ratnagiri - 415 606	Name : DIG Shatrujeet Singh Designation : Commanding Officer, ICGS Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639.
Date: <u>22</u> Dec 23 Authorized Signatory	Date: <u>22</u> Dec 23 Authorized Signatory

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

Witness (in presence of)

<p>For</p> <p><u>B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A/P Sawarde, Tal. Chiplun, Dist. Ratnagiri - 415 606</u></p>	<p>For</p> <p><u>Indian Coast Guard Station, Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639,</u></p>
<p>1.</p> <p>Signature: _____</p> <p>Name :</p> <p>Designation: General Manager, B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A/P Sawarde, Tal. Chiplun, Dist. Ratnagiri - 415 606</p> <p>Date: Dec 23</p>	<p>1.</p> <p>Signature: _____</p> <p>Name : Comdt (JG) Dinesh Tamta</p> <p>Designation : Executive Officer, ICGS Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639.</p> <p>Date: Dec 23</p>
<p>2.</p> <p>Signature: _____</p> <p>Name :</p> <p>Designation: Deputy MD B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A/P Sawarde, Tal. Chiplun, Dist. Ratnagiri - 415 606</p> <p>Date: Dec 23</p> <p>Authorized Signatory</p>	<p>2.</p> <p>Signature :  _____</p> <p>Name : Surg Lt Cdr Gopan G J</p> <p>Designation : Station Medical Officer, ICGS Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639.</p> <p>Date: Dec 23</p> <p>Authorized Signatory</p>

<p>For B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A/P Sawarde, Tal. Chiplun, Dist. Ratnagiri - 415 606</p> <p>Signature: _____</p> <p>Name : Dr. Suvarna Patil, MBBS, MD (Gen Medicine)</p> <p>Designation : Managing Director, B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A/P Sawarde, Tal. Chiplun, Dist. Ratnagiri - 415 606</p> <p>Date: Dec 23</p>	<p>For Indian Coast Guard Station, Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639.</p> <p>Signature: _____</p> <p>Name : DIG Shabrujeet Singh</p> <p>Designation : Commanding Officer, ICGS Ratnagiri, H-2 Plot, MIDC Area, Ratnagiri - 415 639.</p> <p>Date: Dec 23</p>
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Annexure – I

Authorized Key Representatives: B.K.L. Walawalkar Hospital, Diagnostic & Research Centre Kasarwadi, A/P Sawarde, Tal. Chiplun, Dist. Ratnagiri – 415 606

Ser	Name of Rep	Designation	Contact No.	Signature
01.		Managing Director		Date: Dec 23
02.		General Manager		Date: Dec 23
03.		Deputy MD		Date: Dec 23
04.		Medical Specialist		Date: Dec 23
05.		Manager Insurance & Corporate Relations		Date: Dec 23

Annexure – II

**Authorized Key Representatives: Indian Coast Guard Station, Ratnagiri,
H-2 Plot, MIDC Area, Ratnagiri – 415 639.**

Ser	Name of Rep	Name of Unit	Designation	Contact No.	Signature
01.	DiG Shatrujeet Singh	ICGS Ratnagiri	Commanding Officer	7358734620	Date: Dec 23
02.	Comdt (JG) Dinesh Tamta	ICGS Ratnagiri	Executive Officer	9560698596	Date: Dec 23
03.	Comdt (JG) Awikshit Ghildiyal	ICGS Ratnagiri	Station Technical Officer	8605996856	Date: Dec 23
04.	Surg Lt Commander Gopan G J	ICGS Ratnagiri	Station Medical Officer	6282823656	Date: Dec 23
05.	Asst Comdt Ferah T P	ICGS Ratnagiri	Logistic Officer	8590076721	Date: Dec 23

MEMORANDUM OF UNDERSTANDING

BETWEEN



B.K.L Walawalkar Rural Medical College

AND



Global Indo Scientists and Technologists Forum (GIST)

B.K.L.Walawalkar Rural Medical College (hereinafter referred to as **BKLWRMC**) AND attached Hospital an institution, owned and administered by Shree Vithalrao Joshi Charities Trust (SYCT) is a public charitable trust registered under Bombay Public Charitable Trust Act, 1950 on 23rd Aug 1977, represented by its Director, Dr. Suvama Patil, having its registered office at B.K.L.Walawalkar Rural medical college campus, Sawarde, Chiplun, Ratnagiri, 415606, Maharashtra.

And

Global Indo Scientists and Technologists Forum (GIST) a registered body in Bhopal, India represented by its International Convener. Hereafter 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.

ABOUT B.K.L.Walawalkar Rural Medical College (BKLWRMC)

Shree Vithalrao Joshi Charities Trust (1977) named after spiritual Guru, Shri Digambaradas Maharaj has been working in remote areas of Ratnagiri district of Maharashtra state for the social upliftment of the poor. The Institute is a fulfillment of Shree Maharaj's vision to offer affordable health services to the poor & Marginalized people in the Konkan region. S.V.J.C.T. B.K.L. Walawalkar Rural Medical College was established in 2015, affiliated to Maharashtra University of Health Sciences & permitted by NMC fulfilling the medical and educational needs of this region. Institute is spread on 52.08 acres of lush green campus at the foot hills of Sanhyadri Mountains. State of the art medical facility at the College & Hospital nurturing global proficiencies in medical aspirants & catering to the health needs of rural population. College has a Robust community network with villages to instill social, economic, cultural & environmental actualities at local and national level in medical aspirants and it also offers nutritional supplements to the villagers for betterment in their health. The attached hospital is committed to offer health education and nutritional advice and supplements in the form of laddoo to undernourished children, pregnant women and adults from the villages. There are Collaboration with National institute i.e. Tata Memorial Centre, Mumbai as an outreach center for quality Care & sustenance. International collaborative training

programs are arranged for boosting academic environment for elevation of quality in Education and hands-on skill in medical students and faculty thus improving their capability on global platforms. Research activities preferably focusing on local challenges faced by villagers are encouraged under the guidance by Scientific Advisory Committee and Ethics committee.

ABOUT GIST

Global Indian Scientists & Technocrats Forum abbreviated as GIST Forum is an Initiative of Global Indo Scientists & Technologists Forum which is a registered body in Bhopal, India.

This is a voluntary conglomeration of Scientists, Technocrats, diaspora of Indian origin and also the Indian nationals desirous of finding sustainable solutions to India's problems using science and technology route by exploring mutual collaborative engagements.

GIST Forum has many initiatives in the field of Education, Agriculture, Nutrition, Life sciences etc. Eradication of the problem of malnutrition in the country by way of Aahaar Kranti (अहार क्रांति) is one of the flagship programs initiated by the GIST Forum and is being implemented by collaborating with Government, Research Organizations, Academic Institutions, NGOs and like-minded individuals.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS.

I. Scope of this MOU

A. Joint Responsibility

1. Cooperation

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 their related constituents. 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.

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.

2. Creating Nutritional Awareness

Both parties will work towards raising the awareness of the importance of a nutritionally balanced diet, sensitize people to the value of our traditional diet, healing powers of local fruits and vegetables, and to the benefits of a balanced diet through hard and soft interventions.

3. Joint Publications

Joint publications of research articles, papers, books to develop research aptitude and to contribute to the world of knowledge.

4. Joint Holding of Conference/Seminar/Workshop / Training / Symposia, etc.

Joint organization of conferences / workshops / seminars / symposia / summer schools / training / lectures, etc. to improve the exchange of knowledge and experience.

5. Exchange of Knowledge Resources

Sharing of books, journals, e-materials, and teaching materials ~~are~~ including textbooks, audio-videos, publications, reports, and other teaching aids.

B. Activities under the scope of BKLWRMC (First Party)

1. **BKLWRMC** could support the GIST Forum in organizing seminar/webinar/skill development workshops.
2. **BKLWRMC** will act as mentor Institution for trainers involved in implementation of GIST/ University sponsored initiatives
3. GIST could use the **BKLWRMC** Forum as its partner in seeking collaboration with other universities, research organizations and NGOs

C. Activities under the scope of GIST (Second Party)

1. GIST has a trans-national spread and has inspired organizations nationally and internationally to participate in the process of nation-building through community services. **BKLWRMC** harbors similar aspirations and requires the support and participation of such institutions and organizations in their endeavor. Wherever it is applicable, GIST will support **BKLWRMC** in connecting with these organizations and bringing in projects and project-based funding for the University.
2. Internship and engagement: GIST will also support students / scholars of **BKLWRMC** in securing internship / training opportunities in organizations with whom they are networked.
3. **BKLWRMC** could use the GIST Forum as its partner in seeking collaboration with other universities, research organizations and NGOs.
4. To provide necessary course structure and content for training modules which will be conducted by **BKLWRMC** for trainers involved in implementation of GIST/ University sponsored initiatives.

II. FINANCIAL COMMITMENT

There is no financial commitment on the part of the **BKLWRMC** the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately. Similarly, there are no financial or monetary commitments on the part of GIST, the Second Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

III. INTELLECTUAL PROPERTY

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 of the other Party.

IV. RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that BKLWRMC 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.

V. AMENDMENTS TO THE MOU

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

VI. ASSIGNMENT OF THE MOU:

The rights or / and liabilities arising to any part of this MOU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be agreed upon between the involved parties.

VII. DISPUTE RESOLUTION.

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 Headquarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Coimbatore, Tamilnadu.

VIII. VALIDITY

This Agreement will be valid for THREE years from the date of signing and it would be expressly terminated by either Party on mutually agreed terms, during which both parties will take effective steps for implementation of this MOU. 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.

IN WITNESS WHEREOF, B.K.L. Walawalkar Rural Medical College (BKLWRMC) and GLOBAL INDIAN SCIENTISTS AND TECHNOCRATS' FORUM (GIST)

Each acting through its representative duly authorized thereto have signed this Memorandum of Understanding on the date written in two original sets in English, after the signature and seal of the parties hereto.

FOR BKLWRMC	FOR GIST FORUM
Signature: 	Signature: 
Name: Dr. Suvarna Patil	Name: Dr. Yelloji-Rao Mirajkar
Designation: Medical Director	Designation: International Convener
Seal: 	Seal: 
WITNESSES	WITNESSES



Signature

Dr. Arvind Yadav

Professor

Department of Biochemistry

BKLWRMC



Signature

Dr. Charudatta Jogalekar

Scientist

Biostatistician, BKLWRMC



Signature

Nandkumar Palkar

Secretary, GIST Forum



Signature

Dr. Netaji Patil

Radiologist and college coordinator

BKLWRMC

Understanding, whereas the parties to the contract are deemed to enter into a valid contract, the terms of the contract agreed between them are recorded under

1. The Operator in consideration of the Fee to Bio-Medical Waste Disposal Contract agreed for by the Occupier and for the corresponding amount to agreed to carry out the Bio-Medical Waste Disposal contract for the period of One year as agreed by both the parties mutually.
(1st JUNE-2024 to 31st MAY-2025)
2. During the period of Bio Contract will subject to renew every year.

For the settlement of the contract

GENERAL TERMS

1. The necessary labeling will be provided initially, at the time of joining, to the Paramedical staff of the Occupier for handling, segregation and packing of Bio-Medical Waste only.
2. The Central Government has made it mandatory to use online information filing (Mobile App) and Barcode system to make biomedical waste management effective. The guidelines have been published, you have an idea regarding this. Fill in the online data and use the Barcode System.
3. The Operator will collect the Bio-Medical Waste as per Guidelines of Bio-Medical Waste (Management & Handling) Rules 2016 and will follow laws & instructions as per the statutory norms.
4. The Operator and Occupier both, will abide with the rules regulations & laws prescribed by MPCS-CFCE and Hon'ble Supreme court.
5. It is the responsibility of the Occupier to register with the WPCB as the generator of the Bio-medical waste.
6. The Occupier should undertake responsibility to appoint minimum one person (C or as BHW Manager) to be trained as a key person to keep the Bio-Medical Waste in proper manner ensuring its collection segregation and storage.
7. The Operator will undertake to make its best efforts to carry out its obligations under the terms of the agreement but will not be responsible for any infectious reaction arising directly or indirectly due to wrong handling by the staff of the Occupier.
8. Operator will be issued certificate annually to the Occupier for their waste disposal at our center.
9. Any unauthorised change in working conditions as mentioned in application please inform Maharashtra Bio Hygenic Management, (e.g. Bed strength, Additional services, Address, Telephone numbers etc)
10. The contract will get automatically terminated on the last date of contract period mentioned above unless otherwise renewed. The Operator reserves the right to issue the contract charges by giving one intimation of fifteen days of the month.

SEGREGATION & COLLECTION TERMS

1. Sewage should not be mixed with other waste or treated, recycled or sent in any form.
2. Food waste coconut shells, fruit, flowers, faeces, Wrappers, Cartons of medicines etc. should not be included in the Bio medical waste.
3. Liquid waste (urine/fool) disfects & discharge in drain.
4. Destroy needles with burner or source.
5. All the plastic waste generated in hospitals should be given to the Operator.
6. Operator is not responsible for disposal of any illegal things, as the sealed bags will not be opened by the Operator.
7. Doctor will issue a certificate along with amputated body parts.
8. Occupier will arrange Color coded bags/ container. With barcode.

The Operator has reserved its right to reject Bio Medical Waste if,


1. if it is not segregated according to the given instructions, as per the statutory norms.
2. If it is not kept in the color coded bags as prescribed by the CPCB.
3. If it is not handover to the collector BMW vehicle when the vehicle reaches to your hospital.
4. If the payment is not received within prescribed period.

CHARGES

- Collection and Disposal charges **Rs.1,00,000/-** per Month (GST Incl.)
1. Additional taxes shall be borne by Occupier if imposed by Govt.
 2. Occupier will deposit waste on the satellite station or BMW vehicle.
 3. These charges subject to increase minimum of 10% per annum.
 4. More than 2% in fuel rate will be additionally added to the Occupier accordingly.
 5. The color coded bags will be charged separately.
 6. Payment must be in Advance and Crossed cheque / Pay Order drawn in favor of "Maharashtra Bio-Hygiene Management-Loke". No part/Cash payment allowed.
 7. Please indicate Hospital Name and Cell No. & date on the reverse of Cheques /PO Or Online Payment.
 8. If the payment is not received within prescribed period, the services shall be discontinued, without any prior notice.
 9. In the event of cheque dishonor cases, bank charges and other viable charges will be added in subsequent bills.
 10. On day of natural calamities, we are not giving you assurance of BMW collection.
 11. If the bill amount is not paid till the 3rd day of the month then 3% interest will be charged.

In case of any dispute or difference arising of any kind between the parties in respect of the contract, the same shall be referred to arbitration with, subject to the provisions of the Arbitration Act in the country of India and have a jurisdiction to deal matters arising out of or connected with the contract.

The undersigned have agreed to above terms and conditions.


Dr. Anurag
Professor for Hygiene
Bhopal


Dr. Anurag, Professor Director
S.V.C.I.V.S.S.L. Mahaveer Hospital, Diagnostic &
Research Centre, Karamnagar, Bhopal
Dr. Anurag
Shri Mahaveer Jash Chandra Trust's
S.V.C.I.V.S.S.L. Mahaveer Hospital Diagnostic
& Research Centre
K.P. Road, Karamnagar, Bhopal



SERVICE LEVEL AGREEMENT

BETWEEN

C.S. Creative Solution, Mumbai

&

B.K.L. Walawalkar Hospital, Diagnostic and Research Centre, Ratnagiri

AS A

BFA & PREAUTHORIZATION & CLAIM MANAGEMENT AGENCY

FOR

MAHATMA JYOTIRAO PHULE JAN AAROGYA YOJANA

And

AYUSHMAN BHARAT-PRADHANMANTRI JAN AAROGYA YOJNA

And

**SUCH OR SIMILAR HEALTH INSURANCE ASSURANCE & TRUST BASED
SCHEME**



महाराष्ट्र MAHARASHTRA

© 2022 ©

52AA 240957



SERVICE LEVEL AGREEMENT

This Service Level Agreement is made at Tal. Chiplun, District: Ratnagiri State Maharashtra, on this 02nd day of November 2023,

BETWEEN

1) C.S. Creative Solutions, having its address at 3/A Shantivan CHS, Sant Janabai Rd, Navapada, Park road, Vile Parle (East) Mumbai, Maharashtra 400057.

AND

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



जोडपत्र - २

दुसरा दिवस संपूर्ण

10 APR 2023

संस्थान:

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संस्था संपूर्ण संपूर्ण संपूर्ण **C S Creative Solutions**

संस्था संपूर्ण संपूर्ण संपूर्ण **33, BRIDGE ROAD, VILE PARLE (EAST), MUMBAI-57.**

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0Believing in the representations made by the Service Provider, the Hospital agreed to engage Service Provider as a beneficiary facilitation agency & Preauthorization and Claim Management agency for Mahatma Jyotirao Phule Jan Aarogya Yojana, Ayushman Bharat Pradhan Mantri Jan Arogya Yojana, and such or similar other health insurance, assurance & trust-based schemes in the Hospital, This Agreement is hereby ratified by both parties subject to the terms and conditions set forth below.

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

Article 1: Scope of Agreement

- 1.1 The services are to be provided in the Hospital.
- 1.2 The service provider will try to submit the claims within the stipulated time as per the respective scheme guidelines.
- 1.3 The Service Provider will provide a collated statement showing details of payment received along with the claim numbers, patient's case file numbers and date of transfer etc., to the Finance & Accounts Officer of the Hospital to link the transaction with receipt. Service provider should provide this statement on every month 1st Week. Hospital will be confirmed the same within 3-4 days.
- 1.4 The Service Provider will provide a consolidated list of billing submitted every month to Respective Scheme 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 The Service Provider will coordinate with all related agencies of the said schemes for efficient patient care and claim settlement and adhere to the following:
 - Identify the Patient who is eligible for the respective schemes.
 - Collect the mandatory require document as per the respective schemes.
 - Will upload the pre-authorization forms.
 - Package code will be finalised by treating doctors as per the requirement of the treatment.
 - Raised the Pre- authorization.
 - Follow up to get sanction for Pre- authorization.
 - Will liaise with the hospital authorities for assigning the "MIPJAY" and entry into the hospital software.
 - Update the Treatment Schedule as per the requirement of the scheme.
 - Update Discharge as per the requirement of the scheme.
 - Will raise the claims promptly on conclusion of the treatment
 - Will make proper follow-up of the claims to ensure timely receipt of payment.
 - Will file appeals in case of rejected claims.
- 1.6 The Service Provider will submit the performance report on a periodic basis as Determined by the Hospital administration.
- 1.8 Will comply with all the stipulations, guidelines arising as a part of the scheme From time to time.



- 1.9 One Liaising Officer will be identified to coordinate with the hospital authorities on a day-to-day basis.
- 1.10 All services shall be performed by persons qualified and skilled in performing such services.
- 1.11 Will provide photo identification cards to the persons employed for carrying out the work. These cards are to be constantly displayed while on duty.
- 1.12 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.
- 1.13 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.
- 1.14 The Hospital shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel provided by the Service Provider under this service agreement.
- 1.15 The persons deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Hospital.
- 1.16 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.
- 1.17 The person deployed shall not claim any Master & Servant relationship against any department of the Hospital.
- 1.18 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.
- 1.19 The Service Provider will engage the necessary personnel with adequate strength, as required by the Hospital from time to time.
- 1.20 Working hours will be decided by the Medical Superintendent in the interest of the patient care of the Hospital.
- 1.21 The Service Provider will have to arrange a 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.
- 1.22 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, 02.11.2023. (In Words: This day, Second – November - Twenty-Three)



- 2.2 The period of the contract will be of Five years 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.

Article 3: INFRASTRUCTURE & FACILITIES WITH PROVIDER

- 3.1 The Provider will make the arrangements of infrastructure required i.e., Equipment's, Computer, Printer & scanner. Space with furniture, Stationary & internet connection as per requirement of the service provider 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 scheme related work requirement.
- 3.2 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.
- 3.3 The Hospital will provide a single point of a contact person in case of the assistance required.

Article 4: BILLING PROCEDURE

- 4.1 The bills must be paid as per the mutually agreed service charges i.e., 4.25 % +GST (i.e. excluding GST) on the claims settled amount received to the hospital plus the allocable indirect taxes, cess, duties.
- 4.2 The service charges will be a percentage of actual (Including TDS) amount received by the Hospital.
- 4.3 Bills will be generated only on completion of every Claim Settled amount.
- 4.4 Income tax or other statutory levies, if any, will be deducted from each payment.
- 4.5 The bill in triplicate should be submitted in the 1st week of the following month, for service charges.
- 4.6 Payments clearance will be accorded strictly on certification from the accounts department regarding receipts of claim.

Article 5: LIMITATIONS OF LIABILITY AND INDEMNITY

- 5.1 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.
- 5.2 The Service Provider shall not be liable or responsible for any acts of omission or commission of the Doctors and other medical staff of the Hospital.
- 5.3 The Hospital shall alone be liable to pay or refund the amount spent by the beneficiary while resolving any grievance under any scheme.



- 5.4 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 given to the patient by the Hospital.
- 5.5 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.
- 5.6 The culprit or beneficiary whoever submits forged documents to the hospital, will be responsible both in civil and criminal law and will indemnify the hospital and Service Provider in case of any faulty documents being forwarded or submitted by the Hospital or Service Provider, in pursuance of the claim, which gets rejected.
- 5.7 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 6: HOSPITAL SERVICES

- 6.1 Hospital will identify medical eligibility, an appropriate treatment plan of the beneficiaries.
- 6.2 Hospital should provide all reports, evidence & documents which are required for successful claim submission as per guidelines circulated by IC/TPA & SHAS.
- 6.3 Hospital authorities should make compulsion for every Patient to complete Scheme Discharge/Exit formalities; without counter clearance, patients should not be discharged.
- 6.4 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 7: SCOPE OF SERVICES

- 7.1 Service provider are identifying the patient of Respective scheme.
- 7.2 The Service Provider will take efforts to cover maximum beneficiaries under Scheme with the help & cooperation of the Hospital.
- 7.3 Hospital will have the authority to decline any package proposed by the Service Provider.
- 7.4 The Service Provider will raise emergency pre-authorization of the emergency cases as required by the Hospital.
- 7.5 The Service Provider will send timely Preauthorization & take follow up Pending pre-authorization and inform the doctor about the approval as per the communication policy of the Hospital.
- 7.6 The Service Provider will update cases in respective scheme software with the help of necessary documents provided by the Hospital.



[Handwritten signature]



- 7.7 The Service Provider will process cases of rejection and deduction, with the help of necessary documents provided by the Hospital.
- 7.8 The Service Provider will update respective scheme software, follow up claim module, if any, on a timely basis as per the benefit given by the Hospital to the beneficiaries and all related documents submitted to the service provider.
- 7.9 The Service Provider will process the technical updating on the Portal of Treatment schedule/Surgery with the confirmation from the Hospital regarding Patient's treatment.
- 7.10 The Service Provider will submit the claims on a timely basis.
- 7.11 Re-appeal claim, rejection and deduction of claims will be done by the Service Provider.
- 7.12 Follow up for the reimbursement with TPA/Insurance Company will be done by the Service Provider.
- 7.13 The Service Provider will make arrangements of adequately trained manpower to Hospital as per the Workload.
- 7.14 The service provider will have to provide a collated statement showing details of payment received along with all data as claim number to Account Officer (Hospital) to link the respective transaction to the receipt.
- 7.15 The Service Provider shall also provide their services for such or Similar Health Insurance, Assurance & Trust Schemes.
- 7.16 The Service Provider shall coordinate with all agencies related to the said scheme for efficient patient care and claim management.
- 7.17 The Service Provider's team will work closely hand in hand with the staffs and Officers of the Hospital.
- 7.18 The Service Provider shall take follow-up of the "follow-up cases" but if the patient is not willing for the "follow-up treatment", then it will not be considered as a revenue loss of hospital occurred.

Article 8: CONFIDENTIALITY

- 8.1 The Service Provider and its personnel deployed shall not disclose to any person, any details of the office, operational process, technical know-how, security arrangements and administrative/organisational matters as all are of confidential/secret nature.
- 8.2 The Hospital undertakes to protect the secrecy of all the data of service provider and trade or business secrets of SERVICE PROVIDER and shall not share the same with any unauthorized person for any reason whatsoever with or without any consideration and/or share the copies of the documents to anyone.



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- 8.3 The Hospital is prohibited from recruiting or appointing personnel provided by the Service Provider in any capacity, either immediately or for a minimum duration of FIVE YEARS following the conclusion of the contract period.
- 8.4 The Hospital is prohibited from sharing the agreed pricing between the Service Provider and the Hospital with any individual or institution.

Article 9: PAYMENT POLICY

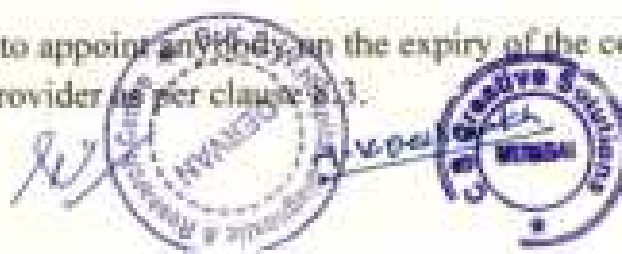
- 9.1 The Service Provider will raise the bill in the first week of every month concerning claim paid amount as per the scheme software with agreed service charges i.e. 4.25% (+GST) plus the allocable indirect taxes, cess, duties, if any.
- 9.2 The service charges will be a percentage of actual (Including TDS) amount received by the Hospital.
- 9.2 The Hospital will review each bill and process payments on a monthly basis. Upon receiving payment under the Scheme, the Hospital commits to remitting the service charge to the service provider within one month, without any withholding under any circumstances or for any reason. Both parties agree, and the Hospital undertakes, that any delay in bill payment by the Hospital to the Service Provider exceeding one month will incur a penalty interest rate of 21% per annum on the outstanding bill amount.
- 9.3 If any query relating to the bill arises, both the parties to the agreement will communicate with each other and it will be solved amicably.

Article 10: TRANSFER AND ASSIGN

- 10.1 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 the Director of the Hospital, although the Service Provider will be free to engage his staff as employees or otherwise.

Article 11: TERMINATION

- 11.1 The agreement can be terminated by either party by giving three month's notice in advance. If the service provider fails to give three month's notice in writing for termination of the agreement, then an amount due of the previous three month will be forfeited.
- 11.2 Handover process will be done on the last date of notice of termination period.
- 11.3 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.
- 11.4 The Hospitals will be free to appoint anybody on the expiry of the contract except persons deployed by the Provider as per clause 8.3.



11.5 That on the expiry of the agreement as mentioned above, the service provider will withdraw all personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment of the personnel deployed by the service provider, it shall be the entire service provider's responsibility to pay and settle the same.

Article 12: OTHER SERVICES

12.1 The Hospital retains the liberty to select a SERVICE PROVIDER to deliver various services, whether on terms previously agreed upon or on new financial terms. These services fall outside the scope of the current contract and may encompass activities such as software data entry, manpower supply, health camp organization, or any other similar services that the SERVICE PROVIDER is capable of providing.

Article 13: Jurisdiction

13.1 Any disputes or claims arising from this Service Level Agreement will be subject to arbitration and the jurisdiction of Mumbai, Maharashtra.

13.2 In case of any dispute or differences arising out of this Service Level Agreement, each party may as soon as practicable give to the 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 30 (Thirty) 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.

13.3 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.

13.4 The venue of the Arbitration shall be Mumbai and the arbitration shall be carried out in English language only.

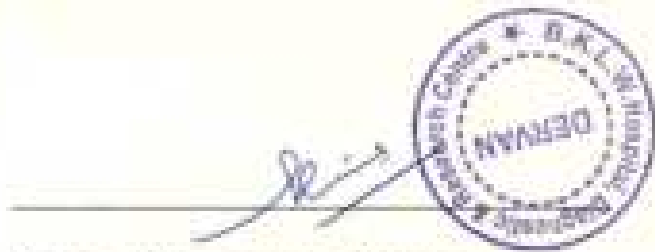
13.5 The arbitration decision shall be final, irrevocable and binding on all parties. The decision shall also determine the expenses of the arbitration and the Party shall bear them or the proportion of such expenses to be borne by each party.

13.6 Any amendments in the clauses of the Agreement can be affected as an addendum, after the written approval from both the parties.



The image shows a handwritten signature in blue ink at the top left. Below it are two circular blue ink stamps. The left stamp is for 'B.R.L.W. HOSPITAL' and the right stamp is for 'Creative Solutions'. A line connects the two stamps, with the handwritten text '7-11-2014' written above it.

WITNESS WHEREOF, THE AFOREMENTIONED SERVICE PROVIDER AND THE HOSPITAL HAVE AFFIXED THEIR RESPECTIVE SIGNATURES HEREUNTO.



Name of the signing authority: -

Designation: -

(Sign & Stamp of the Hospital Authority)



Name of the signing authority: -

Designation: -

(Sign & Stamp of the Service Provider)

IN THE PRESENCE OF

1) 

(Witness for the Hospital)

1) 

(Witness for Service Provider)

MEMORANDUM OF UNDERSTANDING

EFFECTIVE DATE: This MDU has been signed on 10th May in the year 2024 between

B K L WALAWALKAR RURAL MEDICAL COLLEGE AND HOSPITAL (BKLWRMC), an institution, owned and administered by Shri Vithalrao Joshi Charities Trust (SVJCT), having its office at Dervan, Post Sawarda, Taluka Chiplun, District Ratnagiri- 415606, Maharashtra herein referred to as BKLWRMC which expression shall include its successors-in-interest and assign, of the one part.

AND

Toddler Food Partners, Toddler Food Partners (TFP) is a 501c (3) tax exempt organization registered in Minnesota, USA, herein after referred to as TFP.

Purpose

The aim of this collaboration is to promote Safe Motherhood and Healthy Rural Toddlers through a joint project (*SMHRT*). This project in Ante Natal Care and Nutrition is envisioned to generate long-term awareness and impact in villages of KONKAN about the 'Need for appropriate nutrition' and 'importance of medical-checkups during pregnancy'.

WHEREAS,

B.K.L. Walawalkar Hospital established in 1996 is a multi-speciality hospital with OPD and IPD services with 600 beds and a rural medical college located in a rural village of KONKAN, right on the doorstep of an underserved tribal SC, ST, and OBC population. BKLWRMC is the outreach center of Tata Memorial Cancer Hospital, has excellent research facilities, a very strong community network team as well as a vast-educational hub for paramedical and other courses. Over the years, the hospital has documented the foremost challenge in this region as the poor health of women especially maternal and new-born health. The incidence of lean and underweight women with complicated pregnancies and low birth weight babies is quite high. A cohort of adolescent girls was established in 2019 to study the detailed nutritional and biological parameters of adolescent girls. The findings from this cohort confirm the poor nutritional and biological status of women in the villages of Ratnagiri (dist.) with widespread undernutrition and negligence of health. BKLWRMC believes it is necessary to provide a scientific solution for tackling these deficiencies and there is an urgent need to create awareness in the larger community with an inclusive approach.

AND WHEREAS

Toddler Food Partners established in 2004 is working in the field of treatment and prevention of malnourished children in developing world. TFP's mission is to "help support the treatment and prevention of malnourishment in children in developing world". This is done by working with

established partners in developing countries providing technical and project management support and seed funding as needed.

NOW, THEREFORE

With this view, the present Memorandum of Understanding (MOU) is proposed herewith to conduct a project for promoting Safe Motherhood and Healthy Rural Toddlers. To reduce Low-birth-weight prevalence among newborns from current benchmark of 43.4% (hospital data), to improve maternal physical and nutritional status of undernourished pregnant women with nutritional supplements to promote ideal weight-gain during pregnancy, to identify high-risk pregnancies (in terms of nutrition) earlier with aim to reduce maternal mortality, to promote exclusive breast-feeding practices to >70% and monitor the nutritional well-being as well as development of infants (up to 1 yr.).

1. SCOPE AND PURPOSE OF THIS MOU

The scope and expected outcome of this agreement is as follows:

- To conduct the proposed project as outlined in the attached project proposal (Annexure I) and promote policy-level recommendations for long-term impact.

2. ROLES AND RESPONSIBILITIES

2.1 ROLES AND RESPONSIBILITIES OF BKLWRMC

- 2.1.1 BKLWRMC will be responsible for entire operation, execution, overall monitoring and evaluation of the project at ground-level, and shall do all that is required to conduct the study effectively and efficiently as outlined in the project proposal.
- 2.1.2 BKLWRMC will be responsible to discuss with and incorporate suggestions from Toddler Food Partner at regular intervals.
- 2.1.3 BKLWRMC and TFP will develop a mutually agreeable project communication plan to discuss the project activities and progress.
- 2.1.4 BKLWRMC will provide an annual progress report to TFP.
- 2.1.5 BKLWRMC will prepare a final project report at the end of this study.

2.2 ROLES AND RESPONSIBILITIES OF TFP

- 2.2.1 Will provide technical support and guidance wherever necessary for the success of the project.
- 2.2.2 Will provide committed financial support to get the project started with the intention of self-sufficiency of funds from BKLWRMC for completion of the project.
- 2.2.3 Will assign a Project lead who will serve as a liaison between TFP and BKLWRMC.

3. PERIOD OF MOU, ITS VALIDITY

This MoU comes into effect from the date of its signing by both the parties and will remain in force initially for three years and if required, can be extended. Its validity can be extended by mutual agreement between both parties namely B K L WALAWALKAR RURAL MEDICAL COLLEGE AND HOSPITAL and TODDLER FOOD PARTNER.

This MOU will be effective for 3 years from the date of signing of MOU. This agreement can be terminated by both the sides with prior notice of two months.

4. FINANCE AND FUNDING

The project will be funded together by BKLWRMC and TFP. While TFP will provide funds of \$25,000 for project over three years wherein \$15,000 will be funded at the beginning of the project and \$5,000 each at the beginning of second and third year *(subject to satisfactory progress made against project milestones, considering the challenges associated with a rural set-up)*. BKLWRMC (through SVJCT) will bear the remaining charges for all three years. However, if a suitable CSR funding or donation is available, then the same may also be used for the project. Once the project is initiated, Shri Vitthalrao Joshi Charities Trust commits to ensuring continuity until completion by making sufficient funds available.

5. CONFIDENTIALITY

5.1 BKLWRMC and TFP agree to hold in confidence all the information/data identified by both parties to be confidential which is obtained/disclosed from either party during the performance of this agreement and shall not disclose the same to a third party without written consent of the other party.

5.2. Clinical data from this study can be published by the BKLWRMC team with acknowledgement of the role of TFP as a technical and partial funding partner

6. TERMS AND TERMINATION

The term of this agreement shall be for a period of three years from the date of signing by both parties unless terminated earlier by written notice of sixty (60) days by the party seeking such termination.

7. DISPUTE RESOLUTION

Any and all disagreement/differences/disputes arising here under shall be resolved, as far as possible amicably through mutual discussions and mutual consultations.

8. FORCE MAJEURE: -

Neither party shall be held responsible for non-fulfilment of their respective obligations under this agreement due to exigencies of one or more of the force majeure events such as but war, flood, earthquake, strikes, lockouts, epidemics riots civil commotion etc. Provided on occurrence and session of such events the party affected by these shall give a notice in writing to the other party within one month of such occurrences and cessation. If the majeure conditions continue beyond six months the parties shall then decide about the future course of action.

Both the parties have agreed and signed the terms as mentioned above. The same shall be applicable to both the Trusts, all their Trustees present and future, and their respective administrators and assigns.

<p>For BKLWRMC</p> <p>Authorized Signatory <i>Dr. Suvarna Patil</i> Name : Dr.Suvarna Patil Designation : Medical Director Place : BKL Walawalkar Rural Medical College Date : 10.05.2024</p>	<p>For TFP</p> <p>Authorized Signatory <i>Shivram Murthy</i> Name : Dr. Shivram Murthy Designation : Executive Director Place : Minneapolis, USA Date : :</p>
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महाराष्ट्र MAHARASHTRA

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1 JAN 2024

मूल्य 500 रु. का कागज
 इलाका नाम/अनुसूचित क्षेत्र/खण्ड
 मुद्रांक स्थान/विभाग का नाम
 मुद्रांक संख्या/दिनांक का नाम
 हस्ताक्षर पं. नं.
 धारक का नाम - 500
 मुद्रांक स्थान/विभाग का नाम
 पत्रकार का नाम

मरदानाबाई
 303/ बाबासाहेब
 8M/ बाबासाहेब
 बाबासाहेब



28 DEC 2023

STAMP HEAD CLERK
 TREASURY OFFICE
 KULHAPUR

Handwritten signature

का. नं. 10/2023-24
 का. नं. 10/2023-24

SERVICE AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is made at Kolhapur the 2nd day of January 2024.

BETWEEN

HUZURBAZARBROTHER LLP (Registration No. AAP-5472) (a sister concern of Sanwad Speech and Hearing Clinic), an LLP registered under Limited Liability Partnership Act, 2008 and having its Registered office at 887/1 TATYASAHEB MOHITE COLONY ,GANAPATINAGAR KALAMBA ,KOLHAPUR and Corporate office at 31B 'C' BHENDE LANE SHIVAJI CHOWK KOLHAPUR through its Designated Partner, Mrs. Shilpa Rajeev Huzurbazar hereinafter referred to as "SERVICE PROVIDER" (Which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his successors, executors, heirs, administrators, legal representatives and permitted assignees) of the ONE PART;

AND

Hospital name , (Registration no.....) having its business place at -----through its dean , -----(hereinafter referred to as "HOSPITAL") (Which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his successors, executors, heirs, administrators, legal representatives and permitted assignees) of the OTHER PART;

The SERVICE PROVIDER and HOSPITAL may hereinafter be referred to individually as "Party" and collectively as "Parties".

WHEREAS

- (i) HOSPITAL is engaged in running of Hospital/Healthcare/ medical college Facilities at
- (ii) The SERVICE PROVIDER has represented to HOSPITAL, that it has the requisite qualification, expertise, experience to provide, manage and run the Audiology and speech therapy Department (hereinafter "the Services") as required by HOSPITAL and as such, the SERVICE PROVIDER hereby offers to HOSPITAL to provide the Services mentioned in Annexure A to HOSPITAL;
- (iii) HOSPITAL has on the basis of the said representations of the SERVICE PROVIDER, agreed to engage/grant exclusive privilege to SERVICE PROVIDER to provide, manage and run the Audiology Department (hereinafter "the Services") for its facility at **NOW THIS AGREEMENT WITNESSETH** and it is agreed by and between the Parties as follows:

ARTICLE 1 – ENGAGEMENT OF THE SERVICE PROVIDER

- 1.1 HOSPITAL hereby engage/grant exclusive privilege to SERVICE PROVIDER to run Audiology Department for its healthcare facility located..... (hereinafter called as "the Site")
- 1.2 This appointment is made and accepted on the terms & conditions agreed between the Parties as hereunder.
- 1.3 The SERVICE PROVIDER shall advertise, display or make public his association with HOSPITAL or any of his business associates under this agreement in a manner what is ethically permissible under the applicable professional code.

ARTICLE 2 –SCOPE OF SERVICES:-

- 2.1 The SERVICE PROVIDER shall set up and operate the 'Audiology Department' at the Premises as defined hereunder, and shall render the following services mentioned in Annexure A at the Site to patients of the HOSPITAL from time to time.
- 2.2 The SERVICE PROVIDER agrees and undertakes to ensure Client's/ patient's satisfaction in regard to the Services agreed to be tendered in terms of the agreement.
- 2.3 The SERVICE PROVIDER shall provide his Services carefully, diligently, and to the best of his professional abilities.
- 2.4 The SERVICE PROVIDER shall not attract, divert, or solicit any patient or prospective patient of HOSPITAL or its business Associates, in a manner that is injurious to the business, or reputation of HOSPITAL.
- 2.5 Service provider is expert in providing tele-audiology services and has explained tele-audiology concept to the hospital, whereas hospital has no objection for the same. The service provide will visit once a month depending on patient flow.

ARTICLE 3 – REPRESENTATIONS:-

- 3.1 Each Party represents that it has the power and authorization to enter into the agreement and perform the obligations herein and the execution of the agreement does not violate or is inconsistent with any laws for the time being in force.
- 3.2 Each Party represents that the individual(s) signing the agreement, whose name appears below, is/ are, authorized to execute and deliver the agreement.
- 3.3 Each Party represents that they shall be responsible and liable to obtain all requisite and necessary permissions, licenses, registrations, clearances, authorizations etc. may be required to establish, maintain and conduct their operations.

ARTICLE 4 – PREMISES:-

- 4.1 HOSPITAL shall make available to SERVICE PROVIDER without any charges, a room having appropriate space at the site; to set up into a world class Audiology Department depending upon patient flow, including modification to audiology room (if required). (hereinafter referred to as "the Premises").
- 4.2 HOSPITAL will provide ready access to the SERVICE PROVIDER and his staff to the Premises where the Audiology Department shall be housed/ located. However, HOSPITAL shall reserve the right of admission in respect of all other visitor(s)/ patient(s) to the Audiology Department. The name, address and other personal details of the staff of the SERVICE PROVIDER shall be intimated to the HOSPITAL in advance and any change shall be intimated within 24 hours.
- 4.3 HOSPITAL will provide at the premises, without any charges, Required Electricity, air-conditioning unit, Housekeeping, running water, Intercom facility, Internet facility and any other required services/facility for the purposes of running of the Audiology Department by the SERVICE PROVIDER. (More particularly describe in attached Annexure – B)
- 4.4 The SERVICE PROVIDER understands and acknowledges that purpose of establishing the Audiology department at the Premises is for the provision of adequate Services to the patients who visit the HOSPITAL and the right to use the Premises is conferred upon it only for the said purpose and therefore, the SERVICE PROVIDER agrees to be in occupation of the Premises for running Audiology Department till the time the agreement and renewal of the same, if any, between the HOSPITAL and the SERVICE PROVIDER subsists and shall stop using the facility in the Premises on termination of the agreement between the HOSPITAL and SERVICE PROVIDER.
- 4.5 The HOSPITAL shall have the right to enter upon the Premises at any time during the working hours of the Audiology Department to inspect the Premises; such right to enter shall be exercised without disturbing the smooth business operation of the SERVICE PROVIDER. The HOSPITAL will ensure the safe custody of the equipment's, instruments and other

belongings of the SERVICE PROVIDER.

- 4.6 The SERVICE PROVIDER shall operate the Audiology Department at the Premises for Six days a week from Monday to Saturday, in line with the HOSPITAL timings. The timing and day could be modified mutually as per patient flow. For tele -audiology, the patients will be seen between 11- 1pm. Sunday will be holiday.
- 4.7 It is agreed by both the parties that the instruments, equipment's and other stuff of SERVICE PROVIDER if any installed or placed for operation of the Audiology Department at the Premises will always remain the property of SERVICE PROVIDER and has every right to shift/collect the same with prior permission & consent of the hospital.

ARTICLE 5–SERVICE PROVIDER'S OBLIGATIONS & UNDERTAKINGS: -

- 5.1 It is mutually decided that service provider will provide tele -audiology solution to the hospital during the period. Also, can recruit trained manpower (audiologist on companies pay roll) in future depending upon scope of practice and patient load.
- 5.2 The service provider will report to assigned person by hospital about monthly cases and any particular case discussion for better outcomes.
- 5.3 The SERVICE PROVIDER expressly agrees and understands that he shall be exclusively liable and responsible for the supervision and control of all personnel(s) hired by SERVICE PROVIDER. The SERVICE PROVIDER expressly agrees and undertakes to ensure to provide high quality Services, with care to meet the standards of service set at HOSPITAL. No employer-employee relationship shall be or deemed to be created between HOSPITAL and the personnel engaged by the SERVICE PROVIDER to provide the Services to HOSPITAL.
- 5.4 HOSPITAL will not be responsible/ liable for any negligence act by the SERVICE PROVIDER and/ or any employee/ staff of the SERVICE PROVIDER.
- 5.5 Further the SERVICE PROVIDER hereby undertakes to obtain insurance to cover its agreed maximum liability amounting to Rs. 1,00,000/- (Rupees One Lac Only), for any claims arising on grounds of malpractice/negligence or in the nature of medico/ legal claims against the SERVICE PROVIDER.
- 5.6 The SERVICE PROVIDER expressly agrees and undertakes to display/permit to display any signage(s), promotion material, logo(s) etc. of any other entity(ies), department(s), activity etc, within or outside HOSPITAL's premises with prior permission from hospital authorities. The service provider agrees to provide support in extension activities within and outside hospital premises.
- 5.7 Patients reports will be generated from service provider's software and print to be submitted to concern signing authority. The reports will have both service provider and hospital's name on it.

ARTICLE 6 –HOSPITAL OBLIGATIONS: -

- 6.1 The HOSPITAL will provide the infrastructure according to the List attached as Annexure B, in the Audiology Department.

- 6.2 HOSPITAL hereby agreed that it will not enter into any arrangement, agreement, contract or understanding similar to this agreement whether directly or indirectly, during the tenure of this agreement.
- 6.3 HOSPITAL will make timely payment to the SERVICE PROVIDER as per their legitimate dues within agreed time as mentioned in clause no. 7.3 & 7.4.
- 6.4 Hospital will assign supporting staff includes nurse or technician for support to tele-audiology which includes instructing patients and maintaining documents.

ARTICLE 7 – SHARING FORMULA & PAYMENT TERMS: -

- 7.1 The Parties agree that The SERVICE PROVIDER will give share to the HOSPITAL in the following manner: (Note # share will be calculated on net collection basis and for diagnostics tariff rate mentioned in para 7.6)
- a) Audiology Diagnostics Services through Hospital, the hospital share will be 70%, And the service provider share will be 30%.
Any discount given in case of diagnostics the same will be borne by the Hospital only.
For hearing aids, the sharing will be 90 % to service provider and 10 % hospital. **(Annexure E)**. For accessory, there will not be no sharing by the service provider. The warranty of device will be issued by service provider and after sales responsibility is of service provider.
- 7.2 The SERVICE PROVIDER expressly agrees and understands that all the patient billing shall be done by Hospital.
- 7.3 The SERVICE PROVIDER will raise monthly invoices (Details of person to whom bill(s) to be submitted is mentioned in attached Annexure D) for all diagnostic and Speech services and Hospital shall make payment to the SERVICE PROVIDER regarding this as per hospital policy but should not be more than 15 days of invoice date.
- 7.4 Following are the charges (Tariff Rates) for Audiology Diagnostics:

S.n o	Diagnostics Tests	Mode and time	Diagnostics Rates (Rs.)
1	Pure Tone Audiometry (PTA)	Online , 20 mins	300
2	Special Tests (Tone Decay, SISI, Stenger)	Online , 20 mins	500
3	Pediatric Audiometry	Offline , 40 mins	400
4	Tympanometry + Reflexometry	Online 10 mins	300
5	OAE Screening	Online , 10 mins	300
6	Diagnostic ABR / BERA	Offline , 45 mins	1800
7	Speech Therapy Consultation (30-minute session)	Online , 30 mins	300
8	Follow-up Speech Therapy (30-minute session)	Online , 30 mins	200
9	Hearing aid	Offline	As per (MRP- 10 % discount)to patient
10	Hearing aid accessory	Online ,offline	MRP

- 7.5 It is agreed that within first two days of every month, the HOSPITAL will provide transaction details during the relevant previous month
- 7.6 It is agreed that the HOSPITAL will provide payment advice/report along with every payment released.

ARTICLE B – CONFIDENTIAL INFORMATION

- 8.1 Both the parties undertakes to protect the secrecy of all the data of and trade or business secrets of each other that come across while execution of the agreement and shall not share the same with any unauthorized person for any reason whatsoever with or without any consideration.
- 8.2 The obligations of the Parties in respect of Confidential Information shall not apply to Confidential Information which is now in, or hereafter comes into, the public domain otherwise than by breach of the agreement. The provisions of this Clause shall survive termination or expiry of the agreement.
- 8.3 The Parties and each of these Party's officers, employees, agents and representatives agree that the terms and conditions of the agreement and other information as mentioned above are confidential. During the subsistence of the agreement, each Party and all its employees, servants, officers, agents, representatives, etc., shall receive and maintain all information disclosed by/ obtained from the other Party and all its servants, officers, agents, etc. and specified as confidential in the strictest confidence and trust and shall not be disclosed to any third Party without prior written consent from the non-disclosing Party.
- 8.4 In case any Party or any of its servants, employees, officers, agents, representatives, etc. becomes legally compelled to disclose any such confidential information received from any other Party, such Party shall give sufficient notice to the other Party so as to permit such other Party to seek a timely and appropriate relief. If such relief cannot be obtained, the Party being compelled to make disclosure shall only make disclosure of that which is legally required and no more.
- 8.5 The Parties and each of the Party's officers, employees, agents and representatives shall return to the other Party upon request and in any event, upon the termination of the agreement, all documents, computer disks and tapes and other tangible items in their possession or under their control, which belongs to the other Party or which refer to or contact any Confidential Information.

ARTICLE 9- COMMENCEMENT & TERMINATION OF THIS AGREEMENT

- 9.1 This Agreement shall be for an initial term of Five (05) years commencing from the day of, 2023 (hereinafter, "Effective Date") and shall be further renewed as mutually agreed between the parties.
- 9.2 In the following events, both parties have right to terminate this agreement:
 - i) Either party fails to perform any of its covenants, obligations for thirty (30) days after notice thereof from the non- defaulting party.
- 9.3 Both the parties have right to terminate this agreement at any time without assigning any reason by giving 30 (Thirty) days advance notice to other party.
- 9.4 In case the Force Majeure conditions (as specified in Article 12.6 herein below) continue to affect a Party beyond a period of Thirty (30) days, the Party shall have the right to terminate this Agreement by giving Fifteen (15) days advance notice in writing of this effect to the other Party.
- 9.5 Upon termination the HOSPITAL will forthwith clear all dues of the SERVICE PROVIDER herein.
- 9.6 Upon termination the SERVICE PROVIDER shall be entitled to remove all his instruments, equipment's, property and other belongs that was brought into the Premises during the term of the Agreement.
- 9.7 During the period commencing on the Effective Date and ending one year following the Termination Date, Hospital shall not, without the prior written consent of the Service Provider, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of Service Provider or its Affiliates; or (ii) hire, on behalf of Hospital or any other person or entity, any person who has left the employment within the one and half year period following the termination of that person's employment with Service Provider or its Affiliates. During the period commencing on the date hereof through and ending one year following the Termination Hospital will not, whether for its own account or for the account of any other Person, intentionally interfere with the relationship of Service Provider or its Affiliates with, or endeavor to entice away from the Service Provider or its Affiliates, any person who during the term of the Agreement is, or during the preceding one-year period, was a co-consultant, associate or joint venture of Service Provider or its Affiliates.

ARTICLE 10 - NOTICES AND COMMUNICATIONS

- 10.1 Any notice required or permitted to be served on either of the Parties by the other Party shall be in writing duly addressed to the address of the recipient shown below or to such other address as may have been notified to the sender and may be sent in person or by registered post or courier or through E-mail (with confirmation receipt).

SERVICE PROVIDER	HOSPITAL
Mrs. Shilpa Rajeev Huzurbazar – Director	

HUZURBAZARBROTHER LLP, 318 c bhende lane shivaji chowk Kolhapur Maharashtra ,416002	
E – mail:	E – mail:
Phone no. 0231-2541071	

- (a) be signed by an authorized representative of the sender;
- (b) be in the English language;
- (c) be deemed to be received by the addressee within seventy-two (72) hours of posting/ sending by courier
- (d) each Party shall give notice to the other of any change of address or telephone numbers, or similar contact details at the earliest possible opportunity but in any event within forty-eight (48) hours of such change.

ARTICLE 11 - GOVERNING LAWS/ JURISDICTION

- 11.1 This Agreement shall be governed by the laws of the Republic of India and has been executed in counterpart copies.
- 11.2 This Agreement shall be subject to the jurisdiction of the appropriate courts at Kolhapur, India only. This Agreement shall in all respects be governed by and construed in accordance with the laws of India.

ARTICLE 12- MISCELLANEOUS

- 12.1 The headings of the parts and articles of this Agreement are inserted for the sake of convenience only and are not intended to affect the meanings of any of the provisions hereof.
- 12.2 This Agreement does not create any agency, partnership, or joint venture, or franchise relationship. No employee of the other Party shall be, or become, or shall be deemed to be, or become an employee of the other Party by virtue of existence of this Agreement. Neither Party has the right, or authority to, and shall not, assume or create any obligation of any nature, whatsoever, for or on behalf of the other Party or bind the other Party in any respect, whatsoever.
- 12.3 This Agreement together with the Annexure(s) and/ or Schedule(s) annexed hereto constitutes the entire Agreement between the Parties hereto relating to the subject matter hereof superseding all prior agreements, understandings or negotiations, whether oral or written. Any change in this Agreement shall only be made in writing signed by both Parties hereto.
- 12.4 No variation, amendment, modification, alteration or addition to this Agreement shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their duly authorized representatives. Either Party reserves the right to propose amendment or modification of the terms of this Agreement or any part of it by giving the other Party one (01) month's notice in writing to the other Party.
- 12.5 No failure by either Party to this Agreement to enforce any rights hereunder shall

be construed as a waiver of such right(s). The waiver by a Party of a breach or a default of any provision of the Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of a Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege by such Party.

- 12.6 Neither Party shall be liable to the other Party on account of any loss, damage or delay occasioned or caused by non-performance of any obligation under this Agreement due to reasons attributed to act of God or other causes beyond the control ("Force Majeure") of the Party, including but not limited to Governmental regulations, fire, flood, earthquake, element of nature or acts of God, labour disputes, political instability, acts of war, terrorism, riots, civil disorder, or rebellion or other revolution, beyond the control of the Party. The Parties to the Agreement shall without delay, on the first clear notice of Force Majeure inform each other of the Force Majeure circumstances and discuss remedial measures. If Force Majeure conditions continue to affect a Party beyond a period of thirty (30) days, the other Party shall have the right to terminate the Agreement.
- 12.7 In the event any of the terms of the Agreement become or are declared to be illegal or otherwise unenforceable by any Court of competent jurisdiction, such terms shall be null and void and shall be deemed deleted from the Agreement. All remaining terms of the Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of the Agreement is materially impaired for either Party, as determined by such Party, in its sole discretion, then the affected Party may terminate the Agreement by notice to the other.
- 12.8 Each party agrees it shall not be responsible for any claims, losses, damages, liabilities, costs or obligations arising out of or resulting from the negligence or willful misconduct of other party, its office, employees, affiliates, agents in the performance of the services pursuant to the agreement.
- 12.9 The right and obligations of the Parties, which by their nature shall survive the term/ early termination/ expiry/ completion of the Agreement and shall remain in full force and effect.
- 12.10 This Agreement may be executed in two (02) counterparts, each of which shall be deemed an original but all of such together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the day and year first set forth hereinabove.

For

For

HUZURBAZARBROTHER LLP



MRS. SHILPA HUZURBAZAR
Director

for
Director
Yash Huzurbazar



Director

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

WITNESSES:-

1 _____

NAME :-

ADDRESS :-

2 _____

NAME :-

ADDRESS :-

Annexure A

Audiology Diagnostic and Rehabilitative services:-

- Audiological Diagnostic and Rehabilitative Services;
- Pure Tone Audiological Assessment for adults and children
- Speech Audiometry.
- Middle ear analysis using Tympanometry and Reflexometry.
- Parental Counseling
- Speech Therapy
- Special Tests
- HEBA, OAE & ASSR.
- Hearing aid

ANNEXURE - B

List of Infrastructure to be provided by HOSPITAL

1. Audiology Room with Sound Proofing.
2. Pure Tone Audiometer (Needs Calibration)
3. Tympanometry.
4. Speech Room.
5. Speech Audiometry Kit with Talk Back.
6. House Keeping services
7. Medical waste management services
8. Required Electricity and water
9. Air-conditioning unit
10. Required Furniture.
11. Telephone facility
12. Internet facility
13. Medication to sterilize equipment
14. Color printer

ANNEXURE - C

List of Medical Equipment to be installed by SERVICE PROVIDER

1. Laptop
2. Mobile phone
3. Trial hearing aids and hearing aid accessories
4. Printing stationary

ANNEXURE - D

Details of person to whom bill(s) to be submitted.

Name:

Designation :

E-mail ID:

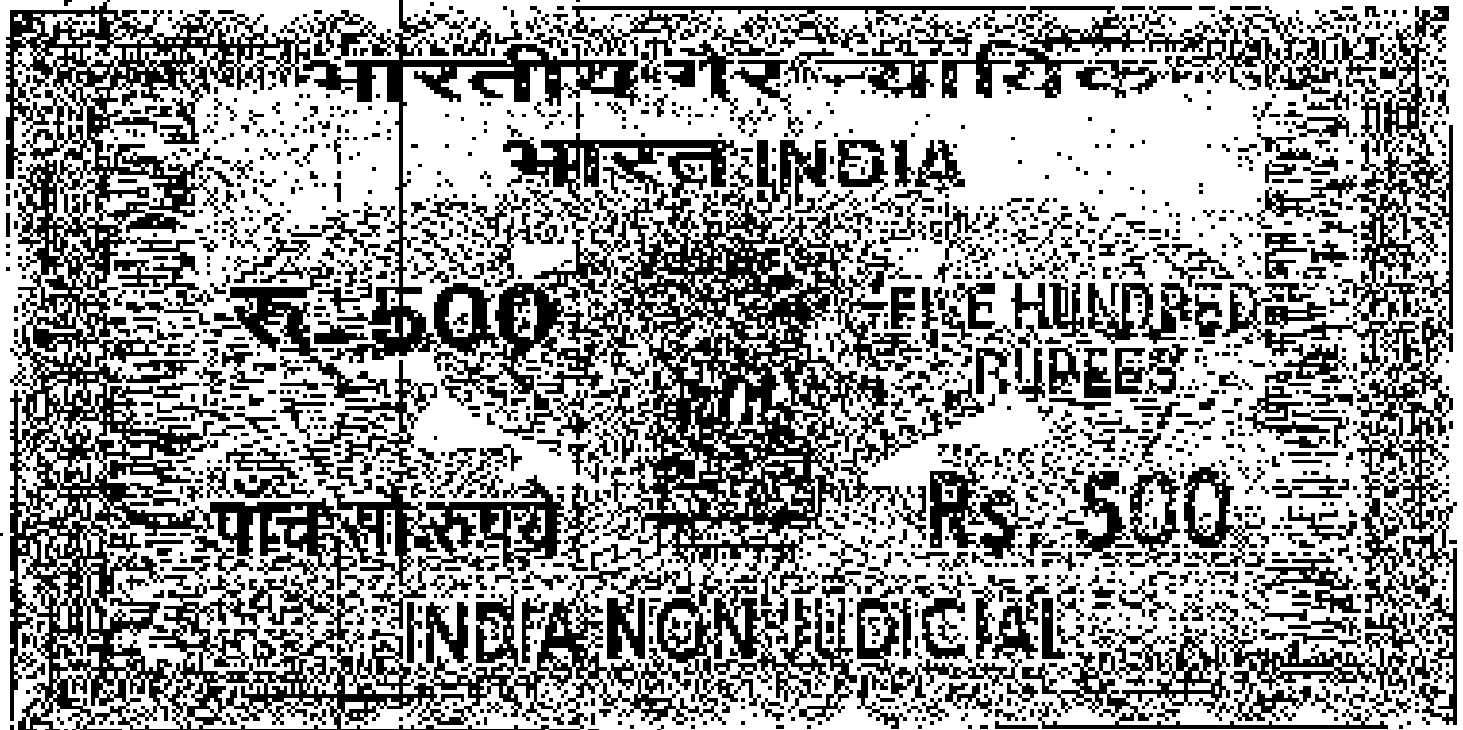
Phone No (Mobile No)

ANNEXURE - E

List of hearing aid brands to be recommended to patients

Hearing aids are prescribed on the basis of hearing loss and budget. Considering the socio-economic status of city , service provider will recommend basic hearing aids.

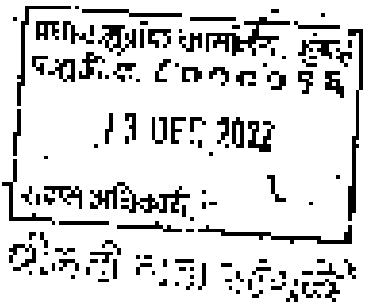
- 1) Pocket hearing aids (Rs.2200 and Rs.5500 – Indian made)
- 2) Semi digital (Rs. 7500 and Rs. 9990 – siemens)
- 3) Digital basic (Rs.14,990 -Rs.20,000 - resound ,siemens)



महाराष्ट्र MAHARASHTRA

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BI 495401



GENERAL RESEARCH GRANT AGREEMENT
(ex-US Grant Recipient; ex-US Study; Multi-site - any sites ex-US)

This General Research Grant Agreement ("Agreement") by and between

Pfizer Limited, The Capital, G Block DCC, Bhasha Karia Complex, Bandra West,
Mumbai, Maharashtra 400016 ("Pfizer") and

Dayanand Medical College and Hospital, an affiliate of Dayanand Medical
College and Hospital, Tagore Nagar, Civil Lines, Jalandhar, Punjab, India-141001
("Grant Recipient")

is effective as of the date last signed ("Effective Date").

Ajit Sood, an employee or contractor of Grant Recipient ("Coordinating
Investigator"), has designed and intends to conduct a research study entitled "A
population based epidemiological study of inflammatory bowel disease in Punjab,
India," Pfizer Tracking Number 25150701 (the "Study").

Grant Recipient intends to identify appropriate principal investigators at other study sites ("Participating Investigators" and "Participating Sites") and to conduct with these investigators at sites to perform the Study. Pfizer wishes to provide certain support for this multicenter Study.

References to principal investigator responsibilities in this Agreement also apply to Coordinating Investigator when that individual is functioning in the role of a principal investigator. Unless otherwise specified, references to Participating Sites also apply to Grant Recipient in its role as a Study site and references to Participating Investigators also apply to Coordinating Investigator. Accordingly, the parties agree as follows:

1. STUDY CONDUCT

1.1 Investigator. The Study will be conducted by coordinating Investigators of Grant Recipient and by Participating Investigators at Participating Sites. Each Participating Investigator will serve as the principal investigator at that Study site. Participating Investigators may delegate duties and responsibilities to sub-investigators or research staff as permitted by Applicable Requirements.

1.2 Subcontracting. Grant Recipient will enter into written agreements with each Participating Investigator or Participating Site with regard to the conduct of the Study. Grant Recipient will ensure that such agreements comply with applicable provisions of this Agreement.

1.3 Protocol. The Study will be operated by Coordinating Investigator in accordance with a protocol developed by Coordinating Investigator (the "Protocol"). If Coordinating Investigator modifies the Protocol in a material way (e.g., changes to time lines, trial team, protocol), Grant Recipient will promptly inform Pfizer in writing.

1.4 Sponsorship. Grant Recipient will not, and will ensure that its employees, staff, agents, consultants, subcontractors and Coordinating Investigator (collectively, "Staff") will not, represent to any third party, including Study subjects, that Pfizer is the regular sponsor of the Study.

1.5 Regulatory Obligations. Grant Recipient is solely responsible for any safety reporting and regulatory obligations associated with the Study.

1.6 Compliance with Applicable Requirements. Grant Recipient will conduct the Study and undertake Study-related activities in accordance with Applicable Requirements and ensure compliance with Applicable Requirements by its Staff involved in the Study. "Applicable Requirements" means: (i) the terms of this Agreement; (ii) the Protocol; (iii) the terms of any institutional review board ("IRB") or independent ethics committee ("IEC") and regulatory authority approvals, if required for this type of Study; (iv) all applicable laws, rules, regulations, guidelines or requirements of any federal, national, state or local court, agency, university, department, regulatory body or other governmental instrument that may be in effect during the performance of the Study in any region or regulatory jurisdiction in which the Study is conducted ("Applicable Law"); (v) all applicable good practice quality guidelines and requirements, including internationally recognized standards such as Good Clinical Practice, Good Laboratory Practice, and Good Review Practice; (vi) applicable guidelines of the International Council on Harmonization,

1.7 IRB/IEC Approval. If required, Grant Recipient will ensure that the Study is approved by and subject to continuing oversight by an IRB/IEC for all Participating Sites. If IRB/IEC approval is required, Grant Recipient will provide Pfizer with documents for the initial IRB/IEC approval, any renewals, and any IRB/IEC-approved modifications to the Protocol. Grant Recipient will collect such documentation for each Participating Site and provide copies to Pfizer upon request. Grant Recipient will notify Pfizer promptly of any withdrawal or suspension of IRB/IEC

1.9. **Duration.** "Study Completion" means the completion of all Study activities, including, if applicable, safety follow-up of all Study subjects and completion of all Required Deliverables. Coordinating Investigator consents to finalize Study Completion by August 31st, 2025.

1.10. **Status Updates.** Grant Recipient will provide Pfizer with an update on progress of Study progress at least bi-annually, each update will include publication plan, adjustments in the estimated Study Completion date, and any other information reasonably requested by Pfizer.

1.11. **Study Registration.** If applicable, Pfizer encourages Grant Recipient to register the Study and post a synopsis of Study Results, for <https://clinicaltrials.gov> or such other websites as required by Applicable Law.

2. FUNDING

2.1. **Funding.** Pfizer will provide funding in support of the Study up to a maximum amount of EUR 9,511,539.00, in accordance with the schedule set forth in Attachment A ("Funding"). Pfizer will provide the Funding only to Grant Recipient. Grant Recipient is responsible for appropriate distribution of Participating Sites.

2.2. **Business Dealings.** The following is a non-exhaustive list of (i) any pre-existing or future business relationship between Pfizer and Coordinating Investigator or Grant Recipient, or (ii) any business or other dealings (including arrangements) or Grant Recipient's made, or may make, relating to Pfizer or Pfizer products. Nothing in this Agreement will be construed in any manner as an obligation or endorsement for Grant Recipient or Coordinating Investigator to purchase, order, prescribe or recommend any product of Pfizer or any Pfizer affiliate.

2.3. **Submission of Required Documents.** Pfizer will not provide any Funding until Pfizer has received documentation of IRB/IEC approval, exemption or waiver (if required), and the Protocol.

2.4. **Use of Funding.** Grant Recipient will use the Funding solely for purposes of the Study. The Funding may not be used to pay physicians or other healthcare providers or healthcare institutions for referring potential subjects (if any) for enrollment in the Study. If a third party is providing Funding for the Study, Grant Recipient will use the Funding only for Study activities that are not covered by such third party funding. No portion of the Funding may be used to purchase capital equipment such as computers, IP phones, tablets, app licenses, machinery, construction, travel, sensors, etc.

2.5. **No Charge to Third Parties.** Grant Recipient will ensure that no Study subject (if any), insurer, governmental entity or third party payer is charged for any Study-related activities carried out by Grant Recipient using the Funding.

2.6. **Budget.** Grant Recipient represents that the Grant Recipient-provided Study Budget upon which the Funding is based reflects an indicated, reasonable estimate of funds required to complete and report the Study, including, if applicable, expenses relating to the publication of Study Results.

2.7. **Disclosure by Pfizer.** In the interest of transparency relating to its financial relationships with investigators and study sites or to ensure compliance with Applicable Law, industry codes and Pfizer policies, Pfizer may expect or otherwise publicly disclose payments or other transfers of value to certain health care providers, teaching hospitals and other health care organizations, including the Funding, if a law, policy and codes, and their implementing regulations, collectively, "Transparency Obligations." Pfizer may disclose in any such instance any information necessary for Pfizer to meet its Transparency Obligations.

2.7.1. **Disclosure Content.** Pfizer may identify Grant Recipient and Coordinating Investigator, and will delineate clearly between payments or other transfers of value made to institutions and those made to individuals. Disclosures may include identifying information such as name, business address, telephone, and license number.

necessary to fulfill its Regulatory Obligations.

3. **CONFIDENTIALITY:** Any information or materials provided to Pfizer by Grant Recipient related to the Study or the Funding are non-confidential and will not contain any markings claiming confidentiality. Grant Recipient acknowledges that Pfizer will not treat such materials as confidential or assume any obligation to keep them confidential. Grant Recipient's rights with respect to such intellectual property materials will be only those obtained under patent laws unless under a separate written agreement between Grant Recipient and Pfizer. Grant Recipient has not and will not submit any confidential information to Pfizer in connection with the Study or the Funding. Grant Recipient acknowledges that Pfizer may conduct ongoing or future research substantially similar or identical to the Study. Until after release of a Publication by Grant Recipient, Pfizer will not use the Study Report or Pfizer for any purpose other than its internal review.

4. STUDY DATA, RESULTS AND REPORT; PUBLICATIONS

4.1. Definitions.

4.1.1. "Study Data" means, as applicable: (i) raw-aggregated, subject-level data collected from or about each Study subject or (ii) the raw scientific data sets collected during the course of the Study, as required by the Protocol.

4.1.2. "Study Results" refers to aggregated or summarized Study Data and conclusions about the Study, as would be included in a study report or publication.

4.1.3. "Study Report" means a written report of the Study Results.

4.2. Use of Study Data and Study Results. Grant Recipient will collect Study Data from all Participating Sites and will arrange for the analysis of the overall Study Results. Grant Recipient is free to submit the Study Results, subject to the provisions of this Agreement, and owns and is free to use the Study Results for any other lawful purpose. Grant Recipient owns and is free to use the Study Data for its own research, educational, and patient care purposes. In consideration of the Funding, Grant Recipient will not use, or permit others to use, the Study Data for the commercial benefit of any third party.

4.3. Study Report. Within six months of the end of the Study, Completion or termination of this Agreement, Grant Recipient will provide Pfizer with a Study Report which may take the form of a manuscript. If the Agreement is terminated early, the Study Report should include, at minimum, the Study Results through the date of termination.

4.4. Publications. Under circumstances Grant Recipient is publish the Study Results. Grant Recipient will comply with standard scientific practices regarding a level of scientific publications and recognition of the contribution of other parties in any Publication, including the authorship guidelines promulgated by the International Committee of Medical Journal Editors in effect at the time and disclose Pfizer's support of the Study in any Publication. "Publications" means any journal article, abstract, press release, or other type of public disclosure that reports on Study Results. The first Publication will be a joint Publication of the overall Study Results from all Participating Sites. Grant Recipient will provide the data analysis and oversee the preparation of the joint Publication. Also such Publication of the overall Study Results, each Participating Site is free to publish separately.

5. GLOBAL TRADE CONTROL LAWS

5.1. Definitions.

5.1.1. "Global Trade Control Laws" means the US Export Administration Regulations; US International Traffic in Arms Regulations; economic sanctions rules and regulations promulgated under statutory authority and/or executive Order by executive Order, and

import control laws, and other laws, regulations, legislation, orders, and requirements imposed by a relevant Governmental Entity.

5.1.2. "Governmental Entity" means any court, tribunal, or arbitral body with concurrent jurisdiction; any military, quasi-military, or law enforcement agency; or any other entity, agency, department, authority, or other instrumentality of any supra-national, Governmental, state, county, local, or tribal, other political subdivision, administrative authority, agency, commission, instrumentality, or other governments, regulatory body.

5.1.3. "Restricted Market" means Crimea, Cuba, Donetsk Region, Iran, North Korea, and Syria.

5.1.4. "Restricted Party" means any individual or entity on any of the following "Restricted Party Lists": The List of Specially Designated Nationals and Blocked Persons, the Specially Designated Nationals and Sectoral Sanctions Identifications List administered by OFAC; the US Denied Persons List, US Entity List, and US Unverified List, all administered by the US Department of Commerce; the Consolidated List of Persons, Groups and Entities Subject to E.U. Financial Sanctions implemented by the EU Common Foreign and Security Policy; the List of Excluded Individuals/Entities published by the US Department of Health and Human Services, Office of Inspector General; any lists of prohibited or debarred parties established under the US Federal Procurement and Organic Act; the lists of persons and entities suspended or debarred from contracting with the US Government and similar lists of restricted parties maintained by the Governmental Entities of the countries that have jurisdiction over activities contemplated hereunder.

5.3. Global Trade Control Laws. The parties and their affiliates and staff involved in activities under this Agreement, will perform the activities under this Agreement in full compliance with all applicable Global Trade Control Laws.

5.4. Restricted Parties/Restricted Markets. Grant Recipient acknowledges that activities under this Agreement will (i) be in a Restricted Market; (ii) involve individuals (not necessarily resident in a Restricted Market); (iii) involve companies, organizations, or Governmental Entities (not necessarily in a Restricted Market). Grant Recipient represents that it is not a Restricted Party and is not owned or controlled by a Restricted Party. With respect to activities performed under this Agreement, Grant Recipient certifies that neither Grant Recipient, nor affiliates or staff directly or indirectly involved in the activities contemplated under this Agreement are Restricted Parties and that no Restricted Parties will be engaged in any activities contemplated under this Agreement or delegated any responsibilities contemplated under this Agreement. Grant Recipient will screen the parties listed above against the relevant Restricted Party Lists. If any part of this representation changes, Grant Recipient will promptly inform Pfizer and suspend all related activities under this Agreement until Pfizer agrees in writing to move forward.

6. TERM AND TERMINATION

6.1. Term. This Agreement will commence on the effective date and will continue until the end of one year or until terminated in accordance with its terms.

6.2. Termination.

6.2.1. Termination Upon Study Completion. This Agreement will terminate upon Study Completion and each party's receipt of all deliverables and payments owed.

6.2.2. Termination by Grant Recipient. Grant Recipient may terminate this Agreement: (i) immediately in writing to Pfizer when, as evidenced by the RBAC, sustained performance of the Study poses risks to the health or well-being of Study subjects; or (ii) without cause upon all applicable written notice to Pfizer.

expected Study Completion Date; (ii) the Study does not start within six months of the Effective Date; or (iii) if applicable, the Subject enrollment rate is significantly slower than outlined in the Protocol or needed to complete the Study by the Study Completion Date; or (3) Immediately upon written notice to Grant Recipient if Coordinating Investigator becomes unavailable or withdraws from the Study and Pfizer and Grant Recipient are unable to agree upon a successor within 30 days after Pfizer is notified.

6.2.4 Termination for Cause. This Agreement may be terminated by either party upon written notice that specifically identifies reasons and gives the at-risk remaining party 30 days to cure. Notwithstanding the foregoing, Pfizer may terminate this Agreement immediately upon notice to Grant Recipient, with no cure period, if Grant Recipient violates Global User Country laws or breaches Section 7.3.

6.3. Payment upon Early Termination. The terms of this Section apply only if the Agreement is terminated early for a reason not set forth for causes by Pfizer. If the Funding was not paid in a lump sum, then upon early termination, Pfizer will pay a pro rata portion of the total Funding, less payments already made. Grant Recipient will refund to Pfizer any Funding already received in excess of this amount except to the extent that such funds have already been used, or are committed and cannot be canceled, in a manner consistent with the Study budget. If the Funding was paid in a lump sum, then upon early termination, Grant Recipient will refund to Pfizer any Funding received in excess of funds that have already been used, or that are committed and cannot be canceled.

6.4. Record Keeping. At Study Completion or termination of this Agreement, Grant Recipient will provide a detailed accounting of the costs and expenses for the Study compared to the budget, and Pfizer may, at the Grant Recipient's option, request any unused, undisbursed or uncollected funds. Upon request from Pfizer based on a good faith belief that all or some portion of the budget was not used in accordance with the terms of this Agreement, Grant Recipient will provide Pfizer access to all records related to the Funding to allow Pfizer to verify that the Funding was used in accordance with the terms of this Agreement.

7. REPRESENTATIONS

7.1. Representations of Both Parties. Each party represents that it: (i) has the requisite power and authority to enter into this Agreement and that this Agreement constitutes a legal and valid, obligatory binding upon each party, enforceable in accordance with its terms; and (ii) is not a party to any agreement that would prevent or limit its fulfilling its obligations under this Agreement.

7.2. Representations of Grant Recipient. Grant Recipient represents that it, its affiliates and Staff involved in the Study:

7.2.1. are licensed, registered or otherwise qualified and suitable (without restriction) under Applicable Law to act as a regulatory sponsor, study site or investigator, as applicable;

7.2.2. are not debarred under subsections 8902(a) or (b) of the U.S. Federal Food, Drug, and Cosmetic Act or any other similar Applicable Law and will not use the services of any person debarred under Applicable Law in the Study;

7.2.3. are not the subject of any material past (within the past three years) or pending governmental or regulatory investigation, warning or enforcement action related to the conduct of clinical research that has not been resolved to Pfizer;

7.2.4. as applicable, are not excluded from, or prohibited from participating in, any national or federal health care program;

7.2.5. have the authority to share, disclose, sublicense and

7.3.1. the Funding will not cause the recipient or any individual affiliated with Grant Recipient, to do anything that would result in Pfizer improperly obtaining or retaining business or gaining any improper business advantage;

7.3.2. it will not use any portion of the Funding to directly or indirectly offer or pay any money or anything of value in any effort to influence any Government Official or any other person or entity for Pfizer to improperly obtain or retain business or to gain an improper business advantage, and it has not accepted, and will not accept in the future, such a payment; and

7.3.3. Pfizer will be entitled to review the Funding if Pfizer learns that Grant Recipient or any individuals affiliated with Grant Recipient has used or intends to use any portion of the Funding to improperly seek to influence any Government Official or any other person in order to obtain or retain business or gain a business advantage.

7.3.4. For the purpose of this Agreement, "Government" includes all levels and subdivisions of governments (i.e., local, regional, and national); administrative, legislative, and executive and "Government Official" includes (1) any elected or appointed non-US Government official (e.g., a legislator or a member of a non-US Government ministry); (2) any employee or individual acting for or on behalf of a non-US Government Official or non-US Government agency, or enterprise performing a function of, or owned or controlled by, a non-US Government (e.g., a physician or professional employed by a non-US Government hospital or university); (3) any non-US political party officer, candidate for non-US public office or employee or individual acting for or on behalf of a non-US political party or candidate for public office; (4) any employee or individual acting for or on behalf of a public international organization; and (5) any member of a royal family or member of a non-US military.

7.4. **Amendment.** Grant Recipient will notify Pfizer promptly if any of these representations become inaccurate during the term of this Agreement.

8. GENERAL PROVISIONS

8.1. **Liability.** Each party will be responsible to the extent permitted by law for any negligent acts or omissions by itself or its Staff Officers or directors. The Study is not designed, sponsored, or managed by Pfizer and Pfizer provides no indemnification of any type.

8.2. **Assignment and Delegation.** Except as indicated in Section 1.2, Grant Recipient may not assign any rights or delegate any duties under this Agreement, without written permission from Pfizer. If Pfizer authorizes any delegation of duties, Grant Recipient remains responsible to Pfizer for the performance of those duties. Since Pfizer's only obligation under this Agreement is to provide Funding, Pfizer may assign and delegate its rights or obligations under this Agreement to a third party.

8.3. **Entire Agreement.** This Agreement, its Amendments, and the Protocol represent the entire understanding and sole written agreement between the parties relating to the Study. This Agreement may be amended only by a written instrument signed by both parties.

8.4. **Survival.** Sections 5.4, 6.1, 6.4 and 8 will survive Agreement termination, along with any other provision of this Agreement that by its nature and intent remains valid after termination.

8.5. **Use of Name.** Neither party will use the name or logos of the other or any of its Staff for promotional or advertising purposes without prior written consent. Grant Recipient and Participating Sites are free to identify Pfizer as providing support for the Study in Publicity or in publicly available reports of ongoing research studies Pfizer is, has provided, Grant Recipient and the Study in non-commercial settings or reports of Pfizer-supported projects.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

Pfizer Limited

Dayanand Medical College and Hospital



Authorized Representative

Authorized Representative

Dr. Charles Adnan

Dr. Ajit Sood

Printed Name

Printed Name

Medical Consultant

Professor, Division/Department Chair

Title

Title

30/06/2022

03/10/2022

Date

Date

Read and Accepted by:



03/10/2022

Coordinating Investigator

Date

Dr. Ajit Sood

Printed Name

STATEMENT A

PAYMENT SCHEDULE

CRF: Funding # 76150701

TOTAL FUNDING AMOUNT = 9,210,520.00 INR

Funding includes any overhead allowances.

Milestone(s)	Description	Amount
Initial Payment	To be paid upon receipt by Pfizer of an executed copy of the Agreement. In Protocol sup. if applicable; decentralized of CDSCO approved, exemption or waiver.	INR 33,25,313
Final Interim Payment	To be paid upon receipt by Pfizer of the final status update report demonstrating 50% target population screening for the study.	INR 37,93,156
Final Payment	To be paid upon receipt by Pfizer of the Final Study Report.	INR 9,21,052

Inquiries: To inquire about a payment, visit GlobalMfg@pfizer.com or visit www.pfizer.com include CRF# Funding No. 76150701.

Pfizer will send payments to:

Payee Institution
C/O (if applicable)
Street Address
City, State, Zip Code
Payee ID Number

Devarani Medical College and Hospital
Tegore Nagar, Civil Lines
Ludhiana, Punjab, 141001



V-AMR STUDY PHASE II PARTICIPATION AGREEMENT FORM

V-AMR Study: Surveillance of multidrug-resistant, extensively drug-resistant and pandrug-resistant organisms for the healthcare facilities using automated antimicrobial susceptibility system—A large scale national multicentric study.

This agreement is between

(1) Nodal Centre: Jawaharlal Institute of Postgraduate Medical Education and Research, (JIPMER), Puducherry

and

(2) Collaborating centre: R. K. L. Malawalkar Pooj
Medical College, Peshwar, Sawade, Tal. Chiplun
Dist. Ratnagiri, Maharashtra Pincode 415606

Declaration from the nodal centre

I, Dr Apurba Sankar Sastry, Project (Nodal) Principal Investigator, agree to the following:

- **Responsibility:** I will be responsible for the following aspects of the study: conceptualization, project administration, supervision, designing the methodology, data curation, centralized validation of data collected, data analysis and presentation, providing resources for software installation, writing and editing of the study protocol and final manuscript.
- **Data Security:** I agree that the nodal centre will collate the data from all the participating centers electronically to obtain national AMR database, which will be used for publication purpose. I also ensure that the data will be secured and will not be shared or utilized for any other purpose and will be destroyed after the completion of the study and publications.

18.12.2023

Dr Apurba Sastry

Signature of PI (Nodal centre)

Signature of PI (Collaborating centre)

- **No conflict of interest:** I declare that there is no conflict of interest involved in this project. No funding support will be taken from bioMérieux and IBhar.

Declaration from the collaborating centre:

I, Dr. J. P. Chelke, Principal investigator from the collaborating centre am giving my consent to participate in the study. I also agree to the following:

- **Permission:** I have informed my department head and institute administration to participate in the study and have obtained the necessary permission.
- **Coordinator:** 'Single point contact' for the study project who will coordinate with nodal centre, technology team and attend all meetings.
 - I will be the coordinator
 - I designate Dr. Prasanna Nakate, as coordinator
- **Training:** I will take the whole responsibility for training of the staff on the study methodology. I ensure that we will attend all the investigator's meetings for protocol discussion, training on quality control and CLSI based clinical microbiology reporting etc.
- **Data collection:** I will take the whole responsibility for data collection and validation of VITEK[®]2 AST results according to the agreed study protocol without any deviation. I will ensure that only the consistent results will be included for analysis. The consistent AST results with AES correction will be included for analysis only after careful interpretation on case-to-case basis and/or confirmation by repeat testing (if recommended)
- **VITEK[®]2 AST panels:** I ensure that our centre will preferably use the following VITEK[®]2 AST panels for the respective organism groups. This is to ensure data uniformity across the centres, which is pre-requisite to analyze MDR/XDR/PDR data.
 - N405 panel (for Enterobacteriales)
 - N406 panel (for non-fermenters)
 - P628 panel (for *Staphylococcus/Enterococcus* group)
 - ST03 panel (for *Streptococcus* group)
- **Suspicious results:** I ensure that the suspicious AST data (as per the list mentioned in study protocol) will be re-confirmed by an additional testing method such as disk diffusion or Epsilon meter test or other recommended methods.



18.11.2023
Dr Aparna Sastry
Signature of PI (Nodal centre)



Signature of PI (Collaborating centre)

- **Information to be included:** I agree that the following information will be included in the study data collection form:

- Sample ID/number
- De-identified patient's hospital ID
- Age of the patient
- Location (ICU/IPD/OPD)
- Broad specialty (Medicine, Surgical, Pediatric, Oncology)
- Sub-specialty (optional, if the institute wishes to analyse separately)
- AST data: MIC value and final interpretation (S/I /SDD/R)

Note: I understand and agree that:

- No patient's personal information need to be shared, except age.
 - No institute specific AMR data will be analyzed or published by the VAMR Study group.
- **Data transfer and Software installation:** I ensure that our centre will facilitate the installation of IBhar software for the collection of AST data. I also ensure that the data will be transferred to IBhar, in one of the following way. (i) VITEK integration with IBhar, (ii) LIS integration with IBhar (iii) VITEK data export and then re-upload in IBhar. Regardless of the methods followed, the AST data will be manually validated before confirming for the submission.
 - **Copyright:** I agree that "V-AMR study will have the total copyright of the data collected during the study period. Participating centres including the nodal centre will not have individual institute specific copyright on the data. However, they are free to extend the study at their institutional level after the completion of this study. If the centre withdraws from the study in the midway, then the inclusion or exclusion of the data from the study will be decided by nodal centre based on the data quality generated."
 - **Data security:** I agree that the nodal centre will collate the data from all the centers electronically through software (IBhar), which will be used for publication purpose. I also understand the nodal centre will ensure that the data will be secured and will not be shared or utilized for any other purpose and will be destroyed after the completion of the study and publications.









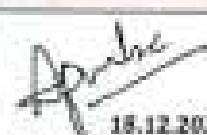
18.12.2023


Dr Apurba Sastry
Signature of PI (Nodal centre)



Signature of PI (Collaborating centre)

- **Financial support:** I agree that this project involves data collection from routine VITEK®2 AST, therefore additional financial support is not necessary. However, if any additional financial support is needed, it will be managed by ourselves within the institute.
- **No conflict of interest:** I declare that there is no conflict of interest involved in this project. No funding support will be taken from bioMérieux and IBhar.
- **IEC Certificate:** Tick any one:
 - Our centre does not have institute ethics committee (IEC), therefore I will not be able to submit
 - I will submit the institute ethics committee (IEC) certificate within stipulated time of 3 months
- **Centre Exclusion criteria:** I agree that my centre may be excluded from the study if non-compliance is found in any of the above mentioned criteria.

Collaborating centre (Name and designation, Signature and date)	
Dr. Yogendra P. Shelke Associate Professor Microbiology  Principal Investigator	Dr. Prasanna Narkabe Professor & Head, Microbiology  Co-Principal Investigator
DR. Suvama N. Patil Professor, Medicine  Co-Investigator (s)	Mrs. Sanika Phadnis Tutor Microbiology  Co-Investigator (s)
Mrs. Sujata P. Korachikar Tutor  Co-Investigator (s)	Mr. Shashikant A. Mangankar Tutor in Microbiology  Co-Investigator (s)
Nodal centre	
 18.12.2023 Dr. Aparba Sastry Project (Nodal) Principal Investigator Additional Professor (Microbiology) Infection Control officer IPMER, Puducherry	


 18.12.2023
 Dr. Aparba Sastry
 Signature of PI (Nodal centre)


 31/12/24
 Signature of PI (Collaborating centre)

Note: Please make sure that all the signatories have filled investigator's CV google form at status@iitk.ac.in. If not done, please fill it before submitting this agreement.
Also note that, the PI and coordinator must have to join the WhatsApp group of VAMR study (if not joined yet). For other investigators, it is optional.
<https://chat.whatsapp.com/EChdcMa3Y7K6CbcDffgHc>



18.12.2023

Dr Apurba Sainy

Signature of PI (Nodal centre)



Signature of [Collaborating centre]

Memorandum of Understanding

This Memorandum of understanding (MOU) entered on 1 day of July 2024 between

- i. **Rotary Club of Bombay Queen's Necklace Charitable Trust**, with its office at 12 Floor, Office No 11, Navjeevan Commercial Premises, Lamington Road, Mumbai Central 400015 (hereafter referred to as "THE DONOR")

AND

- ii. **B.K.L. Walawalkar Hospital, Diagnostic and Research Centre**, run by a NGO (Shri Vithalrao Joshi Charities Trust, 19/B, Suyash, Gokhale Road (N), Dadar (W), Mumbai 400028) having its registered office at post – Sewarda, Taluka – Chiplun, Pin: 415605, District – Ratnagiri, Maharashtra State. (Here after referred to as "THE DONEE")

THE DONOR and THE DONEE shall jointly be referred to as "Parties" and individually as "Party"

WHEREAS:

- i. THE DONEE is the only centre providing comprehensive cancer treatment in entire Konkan belt providing affordable medical care to the rural population of Maharashtra. It is the rural outreach programme of India's premiere cancer facility, the Tata Memorial Centre, Mumbai. The BKL Walawalkar Hospital, provides all aspects of cancer care, right from prevention to treatments like cancer surgeries, radiotherapy and systemic therapies, and even palliative care.
- ii. THE DONEE has approached THE DONOR with a request to provide financial help to cancer patients to decrease treatment refusal and abandonment and complete the entire treatment, thus improving the outcomes of cancer patients. The funds will be used to cover the cost of investigations for initial diagnosis & for assessing response to treatment or for covering treatment costs not covered by State / Centre Schemes, so that no patient refuses investigation or treatment or abandons the treatment.
- iii. THE DONOR has agreed to provide a donation of a sum not exceeding Rs. 40 Lakhs (Rs. Forty Lakhs) to support the Project

This memorandum of understanding witnessed as follows:

- 1) This Agreement shall be effective as of 1st July 2024 ("Effective Date") and shall continue up to and including 30th June 2025 ("Expiry Date")
- 2) No expenditure incurred by the DONEE either before the Effective Date or after the Expiry Date of this Agreement shall be considered eligible for payment under this Agreement.
- 3) In the event that the DONEE is unable to complete the Project during the term of this Agreement, the DONEE shall promptly, but no later than thirty (30) days before the Expiry Date, request written authorization from DONOR for an extension of the Term of the Agreement. In the event if the DONOR rejects the extension request or if the DONEE fails to submit a timely request for an extension, then the Expiry Date shall remain in effect.



- 4) THE DONOR shall provide a donation of a sum not exceeding **Rs. 40 Lakhs (Rs. Forty Lakhs only)** to THE DONEE to fund the Project as per the budget in Annexure 2. The balance funding required for the Project shall be arranged and organised by The DONEE on its own and The Donor shall not be responsible for the same. The budget for the PROJECT is shown as Annexure 2
- 5) THE DONOR shall disburse its agreed financial contribution in accordance with "Payment Schedule" as described in Annexure 3
- 5) THE DONEE shall submit to THE DONOR, a fund utilisation report and Activity report every month.
- 7) It is agreed that in event the fund utilisation and activity report is not received, the donor would be entitled to hold back the funding for the subsequent instalment.
- 8) It is also agreed between the parties hereto, that the funding would be based on utilisation of the amount hence if 50% of the amount disbursed earlier has not been utilised, further funding would be held back.
- 9) The DONEE has to submit original payment receipt with 80G registration number on it
- 10) THE DONEE shall intimate within 30 days, any change in the constitution of the Society/Trust/Company including the members/trustees or the registered address to The Donor.
- 11) THE DONOR or its representatives, with prior intimation, can visit the project locations where THE DONEE carries on its activities under the PROJECT. THE DONEE agrees that it will facilitate such visits and arrange to provide the necessary details/reports about the work being carried out by THE DONEE and its partners at the respective locations.
- 12) Both the Parties agree that THE DONOR is only a financing support provider to THE DONEE and THE DONEE shall be solely responsible for running of its activities.
- 13) All or any of the terms and conditions of this MOU shall be capable of being altered by the mutual consent of all the parties.
- 14) The use of THE DONOR brand names by THE DONEE and THE DONEE brand names by THE DONOR shall require prior written consent from the other party
- 15) Any dispute or differences arising in respect of this MOU including interpretation of clauses of this MOU shall be settled by all the parties by mutual discussion. This MOU shall, in all respects, be governed by, and construed in accordance with the laws of India and the parties hereby submit to the exclusive jurisdiction of the Indian courts
- 16) The Parties shall ensure compliance with all the applicable laws, enactments and regulations including but not restricted to anti-bribery, anti-corruption and anti-money laundering laws while performing their respective roles and responsibilities as mentioned in this MOU or as mutually agreed in writing by the Parties. The Parties have taken all required corporate, statutory and other applicable administrative approvals for enabling them to sign, execute and deliver this MOU and the person signing this MOU has been duly authorized to sign, execute and deliver this MOU and to bind the Parties hereto.
- 17) All notices, demands and other communications hereunder shall be in writing and be served on the parties at their respective addresses mentioned below



[Handwritten signature]



18)

For Donor	Ms Karishma Parekh Mumbai karishma.parekh@gmail.com
For Donee	Dr. Suvama N. Patil, MD Medical Director BKL Walawalkar Hospital Post - Sawardee, Taluka - Chiplun, Pin- 415805, District - Ratnagiri, Maharashtra State. Mob: +919668272687 dr.suvarnapatil@gmail.com

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this MOU to be executed as of the date first written above.

<p>For B.K.L. Walawalkar Hospital, Diagnostic and Research Centre</p> <p>Signature </p> <p>Name: Shri. Vikas K. Walawalkar Designation: Managing Trustee, SVJCT</p>	<p>For Rotary Club of Bombay Queen's Necklace Charitable Trust</p> <p>Signature _____</p> <p>Name: Ms Shilpa Mehta Designation: President, Rotary Club of Queens Necklace</p>
<p>Witness Signature: </p> <p>Name: _____ Address: _____</p>	<p>Witness Signature: _____</p> <p>Name: _____ Address: _____</p>



Annexure 1: Project Deliverables

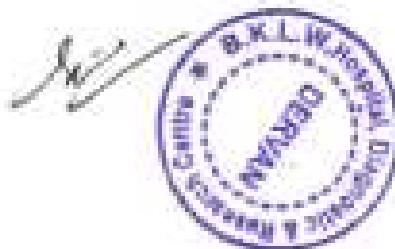
Nearly 100 % of patients taking treatment at the BKL Walawalkar Hospital are from poor socioeconomic background (BPL category) and require support to take complete treatment.

Government schemes like Mahatma Jyotiba Jan Arogya Yojana (MJPJAY), Ayushman Bharat Pradhan Yojana or the Pradhan Mantri Jan Arogya Yojana (PMJAY), cover basic treatment, but does not cover initial investigations for making diagnosis, extra investigations like CT, MRI during treatment for response evaluation, some blood tests, supportive care, nutrition, transport, etc. These extra costs are out of bound for many of these patients and they abandon treatment sometimes even before diagnosis is made or many times before completion of full treatment. This adversely affects treatment outcomes.

All needy patients will be assessed by the social worker & if deemed worthy, will be referred to the treating oncologist for approval. Once approved, the process will be initiated for application of Funds through the "Rotary Club Queens Necklace – Supporting Cancer Therapy Fund" for continuation of therapy. The maximum funds given to a patient from this Fund will be Rs. 25,000/- It is agreed that the funds would be used for BPL patients for medical expenses which are not covered by any Govt schemes.

Hence, we are estimating that a minimum of 160 patients will be supported depending on the initial costs. It is likely that a larger number of patients will be supported through these funds.

A detail report of the utilization of funds for a particular month will be given by 10th of next month. Any unspent amount will be carried on to the next month.





Annexure 2: Grant Disbursement

Annexure 2a: Payment Schedule

Sr. No.	Payment period	Amount Payable in Lakhs	Anticipated date of Payment
1	July 2024- Rs 3 lakhs Aug 2024- May 2025- Rs 3.25 lakhs June 2025- Rs 4.50 lakhs	40 Lakhs	Last week in each month

Annexure 2b: DONEE Bank Account Details

Bank Name	Bank of India
Branch name	Sawarde At Post Sawarde, Tal =Chiplun Dist. Ratnagiri Pin 415605
Account Number	142110210000019
Name of Account	SVJCTs B K L Walewalkar Hospital Diagnostic and Research Centre
9 digit MICR number	415013830
Current/ savings account	Savings account
SWIFT Code/ Remittance instructions	
IFSC CODE	BKID0001421

**MEMORANDUM OF UNDERSTANDING
(FOR TECHNICAL SUPPORT)**

BETWEEN

TATA MEMORIAL CENTRE (TMC)

AND

**SHRI VITHALRAO JOSHI CHARITIES TRUST'S
D.K. WALAWALKAR HOSPITAL, DIAGNOSTIC & RESEARCH CENTRE
(BKLWH)**



MALHARASHITRA

2022

BS 967587

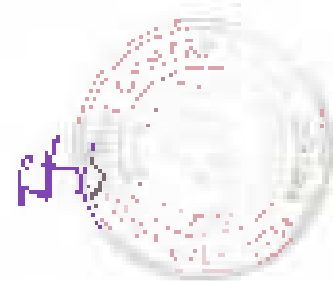
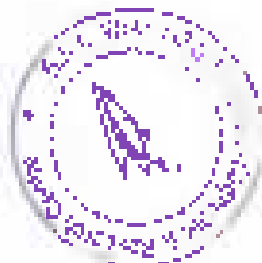
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MEMORANDUM OF UNDERSTANDING

(FOR TECHNICAL SUPPORT)

This Memorandum of Understanding shall be effective from the last dated signature here and is executed



BETWEEN

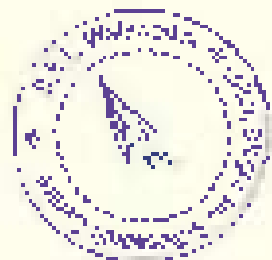
TATA MEMORIAL CENTRE (TMC) is an autonomous body under the administrative control of the Department of Atomic Energy, Government of India comprising of Tata Memorial Hospital & Advanced Centre for Treatment, Research, Education in Cancer located in registered office at Dr. Laxmi Nagar Marg, Parel, Mumbai - 400 012, India, represented herein by Dr. Rajendra A. Badwe, Director, Tata Memorial Centre, Mumbai and is an officer to be a member of VCI, hereinafter referred to as "VCI". The terms include its successors, administrators and assigns.

AND

SHRI VITHALDAS JOSHI CHARITABLE TRUSTS P.O. WALAWALKAR HOSPITAL, DIAGNOSTIC & RESEARCH CENTRE having address at Shreechetra Deenan, Tal. Chiplun Dist. Ratnagiri Maharashtra 415006, represented by Mr. Vyas Walawalkar, Managing Trustee (hereinafter referred to as "F&W Hospital") herein terms include its successors, administrators and assigns.

NOW IT IS AGREED BETWEEN THE BKW HOSPITAL AND TMC

- 1. TMC will provide Technical Support to F&W Hospital to strengthen the Cancer Care Services in F&W Hospital – Preventive, Diagnostic, Curative, Rehabilitation, Palliative, Education, Training and Clinical Research.



RESPONSIBILITY OF TMC

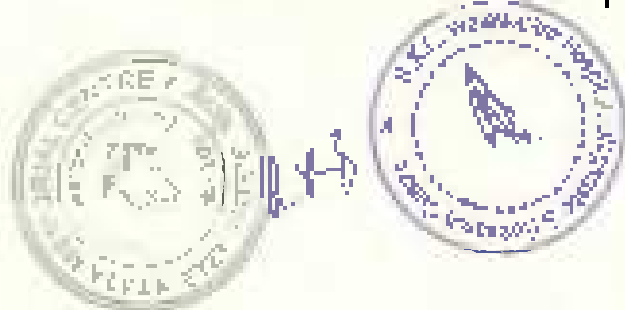
1. Assist BKLW Hospital in the planning of upgradation of existing Cancer Care Centre.
2. Offer training and technical expertise to the medical and paramedical staff of BKLW Hospital with the cost of travel, food and stay born by the BKLW Hospital.
3. Running of population based Cancer Registry (PCCR) at Ratnagiri & Sindkhedi.
4. Help in establishing standard management guidelines similar to evidence-based medicine guideline of Tata Memorial Hospital for organ based treatment in different Disease Management Groups (DMG).
5. Assist and share standard management guideline, clinical SOP, forms & flow chart.
6. Assist in the establishment of IT facilities such as Electronic Medical Records (EMR), online registration, smart card, online prescription etc.
7. Assist with a visit of expertise from TMC to medical & paramedical staff for hand-holding during initial stages and thereafter as and when required. The cost of travel, food and stay of the expertise from TMC will be borne by BKLW Hospital.
8. TMC will allow BKLW Hospital to use the support of TMC's Technical support from Tata Memorial Centre, Mumbai.
9. Any other assistance which may be needed in due course of commissioning or post-commissioning of the oncology facility.

RESPONSIBILITY OF BKLW HOSPITAL

1. BKLW Hospital will provide the infrastructure, equipment, instruments, material and stationery required for BKLW Hospital for daily operations.
2. The Human resources will be provided by BKLW Hospital.
3. All the administrative and logistic support required for day-to-day functioning will be provided by BKLW Hospital.
4. BKLW Hospital will share the Cancer patient data with TMC.
5. Release the BKLW Hospital Medical & Paramedical staff nominated for training at TMC.

CONFIDENTIALITY

1. The BKLW Hospital & TMC shall keep confidential all information related to Cancer Care Hospital that is confidential in nature, including patients details, reports etc.
2. Confidentiality of participants shall be maintained in all clinical studies, publications etc.
3. No confidential information shall be revealed to any third person without the express written consent of the BKLW Hospital & TMC.



MEDICAL ETHICS & CODE OF CONDUCT

The EKUM Hospital & Trust will follow all the laws and regulations of the Apex body governing the Medical Education and Hospital.

TERM AND TERMINATION

1. The Memorandum of Understanding will have a term of 5 (five) years, which may thereafter be extended for a further term or terms by mutual consent of the parties.
2. Either Party may terminate this MOU at any time by giving the other Party (30) days prior written notice.

DISPUTE RESOLUTION

Any dispute arising under or related to the MOU shall be resolved to the maximum possible extent through negotiations and settlement. Failing settlement, despite good faith efforts by both parties, any such unresolved issues shall be resolved in accordance with the laws of India and Courts in Mumbai shall have exclusive jurisdiction to adjudicate the disputes/ differences referred to them.

COMMUNICATION AND CORRESPONDENCES

Any notice to be given by one Party under or in connection with this MOU must be in writing and shall be (a) delivered by hand or by courier; (b) sent by pre-paid registered (i.e. signed) air post; or (c) sent by fax, to the addresses set out at the start to this MOU or such addresses or numbers as may be notified to the other Parties from time to time. Notices sent in accordance with this Clause are to be deemed to have been received: (i) if delivered by hand or by courier, when left at the address referred to above; (ii) if sent by post, three business days after posting; (iii) if sent by fax, when transmitted.



AMENDMENT

Any changes/alterations / amendments to this Memorandum of Understanding shall be made by the parties hereto by mutual agreement, in writing, by the authorized representatives of both the parties.

ASSIGNMENT

Unless otherwise agreed in writing, the Parties shall not transfer or assign all or any of their rights, obligations or benefit hereunder to any third party.

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture, partnership, or formal business organization of any kind between the Parties or so as to constitute either Party as the agent of the other.

ENTIRE AGREEMENT:

This agreement together with the Appendices (all of which are incorporated by reference) constitute the entire agreement between the Parties with respect to the subject matter of this MOU and it supersedes all prior agreements, whether written or oral, with respect to that subject matter.



IN WITNESS WHEREOF, the parties hereto have executed this Understanding as of the date first above written:

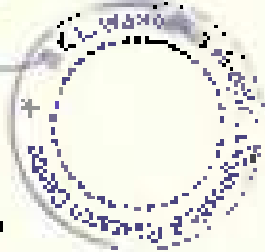
Signed for and on behalf of

Shri Vihari Lal Joshi Charities Trust's
BRLW Hospital, Diagnostic & Research Centre, Chiplun



Signature

Name: Mr. Vikas Walawalkar
Title: Managing Trustee
BRLW Hospital, Diagnostic &
Research Centre
Deroo, Tal. Chiplun, Dist. Ratnagiri



Seal

Date: 13-10-2022

Signed in the presence of



Signature
Name: Dr. Suvarna Patil
Title: Medical Director
BRLW Hospital, Deroo

Signed for and on behalf of

Tata Memorial Centre, Mumbai



Signature

Name: Dr. Rajendra Badwe
Title: Director
Tata Memorial Centre, Mumbai



Seal

Date: 13-10-2022

Signed in the presence of



Signature
Name: Dr. Shripad Banavali
Title: Director Academics
Tata Memorial Centre, Mumbai
Prof. Shripad D. Banavali
M.D. (Gen. Surg), FRCR, FRCR (Surg), FRCR (Med), FRCR (Rad)
DIRECTOR ACADEMICS
TATA MEMORIAL CENTRE

WHEREAS NPCB aims to reduce prevalence of blindness by implementing various activities through State and District Health Societies established in all district of the country.

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:

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.

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 hereinafter 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 on 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 VALIDTY. The DPM shall acknowledge the same and renew the case within one month, if eligible.

Activities	Yes/No
i) Screening of population (50+ years) in all villages / township in the area allotted to the NGO/ Private Practitioner and preparation of Village wise blind registers	Yes

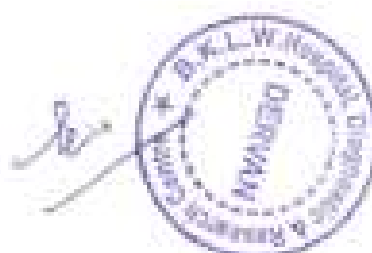


ii) Identification of cases fit for cataract surgery, motivation thereof and transportation of the base hospital	Yes
iii) Pre-operative examination and investigation as required	Yes
iv) Performance of cataract surgery preferably IOL, implantation through ECCE- IOL, Small Incision Cataract Surgery (SICS) or Phaco emulsification and diabetic Retinopathy, Glaucoma, Keratoplasty & Childhood Blindness of patient 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

4. Commitments of District Health Society

Through the MoU the district Health Society agrees to provide following support of 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, Kertoplasty & Childhood Blindness performed by the NGO/Private Practitioner as per GCI 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



5. 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.....

6. 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)

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

Signed this day, the 2nd April 2024

For and on behalf of District Health Society


Private Practitioner



AGREEMENT FOR SERVICE DELIVERY ON ICTCS

Memorandum of understanding (MOU)

between

Maharashtra State Aids Control Society (MSACS)

&

This Memorandum of Understanding is made on 01/04/2023 day of 31/03/2024 between the Project Director, (hereafter referred to as "SACS"), [Project Director, Maharashtra State AIDS Control Society (MSACS), AcWorth Complex, R.A. Kidwai Marg, Wadala (West), Mumbai - 400031].

AND

BKL Walawalkar Hospital- Dersan a facility having its office at Dersan acting through Walawalkar Hospital authorised signatory, hereinafter referred to as "Walawalkar Hospital", which expression shall, unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives.

I. PURPOSE OF THE COLLABORATIVE PROJECT

The purpose of the agreement is to set up a NACO certified facility integrated counselling and testing centre for HIV counselling and testing in a private sector/not for profit /non governmental organisations 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 THE SACS:

1. To supply rapid HIV diagnostic kits (3 different antigens/ principles) in quarterly advance as per annual requirement to **Walawalkar Hospital** subject to availability of above kits with MSACS. While every effort will be made to provide uninterrupted supply of above kits, MSACS will not be held responsible for any shortage of above kits due to unforeseen circumstances.


District Programme Officer
District AIDS Prevention & Control Unit
Civil Surgeon Office, Raichur

2. To provide training of staff of ICTC (staff of facility) in HIV counselling and testing in NACO approved centres. If required more than one training will be provided by the MSACS.
3. To supply protective kits for delivery of HIV positive pregnant woman as per requirement to **Walawalkar Hospital**.
4. To provide TA/DA as per eligibility to ICTC staff of **Walawalkar Hospital** for attending review meeting conducted by MSACS as well for collecting the HIV test kits, registers, formats etc. from the office of the MSACS and for transport of coded blood sample or delivery of blood test records from **Walawalkar Hospital** to the SRL (State Reference Laboratory-State/district ICTC management authority) under the external quality assurance schemes (EQAS) as laid out in "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
5. To supply PEP (Post-exposure Prophylaxis) drugs for protection of staff of ICTC in the event of accidental exposure to **Walawalkar Hospital** as per requirement.
6. To supply IEC material required for an ICTC such as flip charts, posters, condom demonstration models, take home materials to **Walawalkar Hospital** as per requirement.
7. To supply condoms required for demonstration and distribution to clients coming to the ICTC as per requirement.
8. To supply prophylactic ARV drugs for prevention of transmission from HIV positive mother to their new born babies as per national protocol.
9. To evaluate the performance of the ICTC periodically as per monitoring and evaluation tools developed by NACO/MSACS.
10. 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 MARATHE HOSPITAL:

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, micro tips, 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 either freely or on receipt of a charge not exceeding Rs. 75/- 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 charge will be used to defray cost for provision of the above services.
6. To entirely bear the costs related to staff salary, infrastructure and consumables required for the ICTC.
7. 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.
8. 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 NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof. **Walawalkar Hospital** will be accountable for any substandard delivery of services.
9. To participate in EQAS (External Quality Assessment Scheme) as laid out in the above mentioned guideline text. Walawalkar Hospital will send samples in the first week of every quarter, for cross checking to the SRL (state reference laboratory-state/ district ICTC management authority) once every quarter. The laboratory technician designated by Walawalkar Hospital to ensure that these samples are collected in the first week of January, April, July and October & sent to the SRL.
10. To send monthly report to the MSACS in CMIS format by 5th of every month in registers and records supplied by the MSACS.
11. To use all the IEC materials, condoms, items required for laboratory use, protective kits for delivery, PEP (post exposure prophylaxis) drugs supplied by the MSACS at the service delivery purpose by the **Walawalkar Hospital**.
12. To maintain stock records for the all items and drugs provided by the MSACS/DAPCU.
13. To maintain quality waste management of disposable items that are used in HIV testing.
14. To ensure that staff working in the blood collection room and laboratory will observe universal safety precaution (USP).
15. 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.
16. To follow the national protocol for ARV prophylaxis for prevention of parent to child transmission of HIV (PPTCT).

17. To attend coordination/review meetings conducted by MSACS.
18. 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.
19. To attend review meetings at the district level and MSACS level as per the supervisory protocol that is provided 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. To allow access to authorized NACO/MSACS/DAPCU staffs who visit the ICTC to the premises and records of the ICTC.
20. To permit MSACS to periodically test designated counsellor and Lab. Technician for their knowledge, attitude and skills.
21. To follow the testing methodology & algorithm as mentioned in the "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, in the laboratory by **Walawalkar Hospital**.
22. To follow National AIDS Control Policy & State HIV/AIDS policy.
23. Test kits supplied by MSACS not to be used for pre-surgical testing by **Walawalkar Hospital**

IV. 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 "NACO/MSACS designated HIV counselling and testing centre" shall run concomitantly with the present Memorandum of Understanding.

V. RENEWAL OF AGREEMENT

1. This Memorandum of Understanding is renewable at the option of MSACS.
2. Three months prior to the expiry of the Memorandum of Understanding due to efflux of time MSACS shall intimate **Walawalkar Hospital** if it intends to renew or not to renew the Memorandum of Understanding.
3. In the event that MSACS decides not to renew the Memorandum of Understanding **Walawalkar Hospital** shall give notice to the patients regarding the cancellation of its certification. In the event that MSACS decide to renew the Memorandum of Understanding, the terms and conditions of this Memorandum of Understanding, as may be amended, will apply *de novo*.

VI. TERMINATION OF AGREEMENT

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.

VII. BREACH BY Walawalkar HOSPITAL

1. In case Walawalkar Hospital is not able to provide services as per agreement or defaults on the provision of this agreement or declines the patient to provide HIV counselling and testing services, it shall be liable for breach of agreement and breach of trust and other consequences which may include black listing with MSACS, NACC, MOHFW, Minister of Home affairs and external affairs.

VIII. SETTLEMENT OF DISPUTES:

1. Any dispute or difference or question arising at any time between the parties hereto arising out of or in connection with or in relation to this agreement shall be referred to and settled by arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996 or any modification or replacement thereof as applicable for the time being in India.
2. The arbitration shall be referred to an arbitrator nominated by Secretary Department of Legal Affairs, Ministry of Law and Justice, Govt. of India, Delhi. The arbitrator, if he so feels necessary, seek opinion of any healthcare personnel with experience of working in the field of HIV and care and treatment of PLHAs.
3. The place of arbitration shall be either New Delhi or the site of the collaborative laboratory, which shall be decided by the arbitral tribunal bearing in mind the convenience of the parties.
4. The decision of the arbitrator shall be final and binding on both the parties.

VIII. LAW APPLICABLE



This Memorandum of Understanding shall be construed and governed in accordance with the laws of India.


District Programme Officer
District AIDS Prevention & Control Unit

IX. ADDRESSES FOR CORRESPONDENCE

**Walawalkar Hospital
Dervan
Chiplun- Ratnagiri, Maharashtra**

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

<p>Signed For and on behalf of Walawalkar Hospital</p>  <p>Dr. Suvarna Patil</p> <p>SVJCT BKL Walawalkar Hospital Diagnostic & Research Centre Kasarwad, Sawade Tal. Chiplun, Dist. Ratnagiri</p> <p>Signature</p> <p>Date</p> <p>In the presence of Name and Signature</p> <p>Date</p>	<p>Signed For and on behalf of NACO</p>  <p>District Program Officer District AIDS Prevention & Control Chief Surgeon (AIDS) Manager</p> <p>City</p> <p>Dist</p> <p>Signature</p> <p>Date</p> <p>In the presence of Name and Signature</p> <p>Date</p>
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ANNEXURE

MODEL GRIEVANCE REDRESSAL MECHANISM

[Note: This portion has been taken from the draft law on HIV/AIDS and it would be advisable for Walawalkar Hospital to constitute a grievance redressal mechanism at the outset.]

- (a) **Walawalkar Hospital** shall appoint a person of senior rank, working full time in the organisation, as the Complaints Officer, who shall, on a day-to-day basis, deal with complaints received from an aggrieved person or an authorised representative of such person.
- (b) Every aggrieved person or an authorised representative of such person, who has a grievance against the **Walawalkar Hospital** about the services provided or refused, has the right to approach the Complaints Officer to attend to such complaint and shall be informed of such rights by **Walawalkar Hospital**.
- (c) The Complaints Officer may inquire *suo moto*, and shall inquire, upon a complaint made by any aggrieved person or authorised representative of such person, into the complaint.
- (d) The Complaints Officer shall act in an objective and independent manner when inquiring into complaints made.
- (e) The Complaints Officer shall inquire into and decide a complaint promptly and, in any case, within seven working days. Provided that in cases of emergency, the Complaints Officer shall decide the complaint within one day.
- (f) The Complaints Officer, if satisfied that there has been an unfair/arbitrary refusal of services or deficiency in the services provided, shall (i) first direct **Walawalkar Hospital** to rectify the cause of the grievance, (ii) then counsel the person alleged to have committed the act and require such person to undergo training and social service. Upon subsequent violations by the same person, the Complaints Officer shall recommend to **Walawalkar Hospital** to, and the institution shall, initiate disciplinary action against such person.
- (g) The Complaints Officer shall inform the complainant of the action taken in relation to the complaint.

These terms and contract was in force for a period from 01-04-2023 day of 01-04-2024 to 31-03-2024


District Programme Officer
District AIDS Prevention & Control Unit
Civil Surgeon Office, Ratnagiri

MEMORANDUM OF UNDERSTANDING

EFFECTIVE DATE: This MOU has been signed on 06th May in the year 2023 between Shri Vitthalrao Joshi Charities Trust, having its office at Kasarwad, Post Sawarde, Taluka Chiplun, District Ratnagiri- 415606, Maharashtra herein referred to as SVJCT which expression shall include its successors-in-interest and assign, of the one part.

AND

Vatsalya Trust Mumbai, Next To Kanjurmarg Police Station, Nehru Nagar, Kanjur -East, Mumbai – 42, Maharashtra herein after referred to as VTM, which expression shall include its successors-in-interest and assign, of the one part.

Vatsalya Trust Mumbai and Shri Vitthalrao Joshi Charities Trust (SVJCT) have agreed to jointly conduct 'Skills to Thrive' Program at SVJCT's Skill Development Center, Kasarwad, Taluka Chiplun, District Ratnagiri- 415606, Maharashtra

The Centre will be called

'Skill Development Center under REACH program of SVJCT'
by Vatsalya Trust Mumbai in Association with SVJCT

The objective of the Program is to provide suitable employment opportunities to young aspiring youth through job-oriented skilling courses.

Terms of the agreement between the parties and respective responsibilities are as detailed below:

Vatsalya Trust, Mumbai:

- 1) Will impart online Virtual Computer Training of Various Courses as per NSDC or Vatsalya Trust Mumbai's course design and schedule.
- 2) Will impart Training for Various Courses in Beauty and Wellness, Tailoring and Fashion Designing, GDA as per NSDC or Vatsalya Trust Mumbai's course design and schedule
- 3) Will provide equipment (wherever required) for different courses mentioned above.
- 4) Will provide notes or training material for courses other than IT courses.
- 5) Will work towards registration of center and candidates with certifying authorities NSDC or equivalent and award certificates after successful completion of the course.
- 6) Will also monitor progress of candidates during training.
- 7) Will help in designing, printing of promotional material.
- 8) Will also help meeting higher training needs of aspiring candidates.
- 9) NSDC/ Other Authorized Certification for the training programs can be arranged at additional cost from BKHWL for qualifying students meeting the Certification criteria
- 10) VTM will allow for the premises to be used for commercial activities that supplement the economic status of deserving students
- 11) VTM will collect the course fees and issue receipts to students for the courses.
- 12) VTM will transfer to SVJCT, 50% of the share of fees and other expenses as agreed (as per Annexure A and cost sharing also agreed upon)

SVJCT :

- 1) Will provide premises free of cost and will give No Objection Certificate (NOC) to register with competent certifying authorities for conducting Computer Courses.
- 2) Will display Banner and branding as per NSDC norms as a Training Centre with TC No.
- 3) Will provide with high-speed internet and electrical connections. The cost of same would be borne by SVJCT.



- 4) Will arrange infrastructure needed for the courses other than the course specific equipment and will maintain the infrastructure and equipment provided by Vatsalya.
- 5) Will not implement any other training program or engage with any other institution or certifying body for similar courses.
- 6) Will include Vatsalya Trust, Mumbai as an associate in all Media, Social Media advertisements and news releases pertaining to these courses
- 7) Will do mobilization of candidates / Marketing of courses, identify and enroll suitable candidates for training.
- 8) Will facilitate in collection of the registration fees/ course fees as per Annexure 'A' to Vatsalya Trust.
- 9) Will conduct courses according to Vatsalya Trust Mumbai's online training schedule and monitor attendance through biometric devices and report the same to Vatsalya Trust, Mumbai.
- 10) Will follow up with trained candidates regarding utilization of skills acquired for employment/self employment or identifying higher training needs.
- 11) will permit Vatsalya Trust Mumbai to implement the rules/ regulations by NSDC and Govt authorities pertaining to training from time to time.
- 12) SVICT will be responsible for:
 - a. The safety & security of the students during their entire training period.
 - b. Complete and Timely Reporting to Vatsalya Trust Mumbai.
 - c. Sponsoring Partners through weekly, monthly, Quarterly Reports and Annual Reports as per prescribed formats
 - d. Workplace safety, Security, Hygiene and maintenance of the training centre
 - e. Knowledge sharing with Vatsalya Trust Mumbai on skill courses, SOPs, Trainers' Training, Best Practices
 - f. Submission of at least 1 Success story per month of enterprising women trained/being trained in the courses at the center
- 13) SVICT will provide for and allow a supervisor to conduct spot inspection with or without notice regarding the conduct of the course.
- 14) Any dispute/ misunderstanding between the parties should be resolved through mutual discussions.
- 15) This MOU will be effective for 3 years from the date of signing of MOU. This agreement can be terminated by both the sides with prior notice of two months.
- 16) The computers, Beauty, Tailoring, GDA or other equipment and accessories which are provided by Vatsalya Trust Mumbai will be property of Vatsalya Trust Mumbai.
- 17) In the event of termination of MOU by either party, Vatsalya Trust Mumbai will be permitted to shift computers / accessories to another center / location.

Both the parties have agreed and signed the terms as mentioned above. The same shall be applicable to both the Trusts, all their Trustees present and future, and their respective administrators and assigns.

<p>For <u>SVICT</u> (Shri Vithalrao Joshi Charities Trust)</p>  <p>Authorized Signatory Name : Vilas K. Walawalkar Designation : Managing Trustee Place : Mumbai Date : 6th May, 2023</p>	<p>For Vatsalya Trust Mumbai</p>   <p>Authorized Signatory Name : Girish Kulkarni Designation : Chairman Managing Committee Place : Mumbai Date :</p>
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Annexure 'A'

List of Courses offered under 'Skills to Thrive' with Certification Details

Certifying Body	Course Name	Course Fees	VTM Share	SVJCT Share
NIT-NSDC	MS Office + Basic Computer	2000	1000	1000
	Advance Excel	2000	1000	1000
	DTP	2000	1000	1000
NSDC	Tally	3000	1000	1000
Tally Certified	Tally	4000	3000	1000
NIT- NSDC	Digital Marketing	2000	1000	1000
	BFSI	2000	1000	1000
	Web Development	2000	1000	1000
	E-Commerce	2000	1000	1000
	Logistics	2000	1000	1000
	Healthcare Informatics	2000	1000	1000
NSDC	Beautician Basic	2000	1000	1000
	Beautician Advanced	2000	1000	1000
	Tailoring Basic	2000	1000	1000
	Fashion designing	2000	1000	1000
	General Duty Assistant	2000	1000	1000

Cost Sharing:

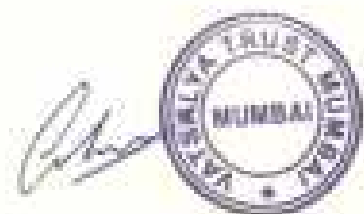
- SVJCT will take care of Place, Broadband Internet, Electricity, coordinator, Mobilization expenses within their share of fees.
- Trainer's salaries (including Provident Fund) and consumables cost will be shared 50% each by both institutes.
- Computer trainers are online and VTM will take care of their salaries.
- VTM will stand by if the total expense for SVJCT go beyond their income from the project.
- Certification expenses will be done by VTM.

If any student is required to be fully sponsored due to very poor financial conditions SVJCT should properly verify documents and confirm/recommend after which, certification expenses will be borne by Vatsalya.

SVJCT is expected to register minimum 100 students in every Stream in a year.

For SHRI VITHALRAO JOSHI CHARITIES TRUST

 MANGRAJI TRUSTEE

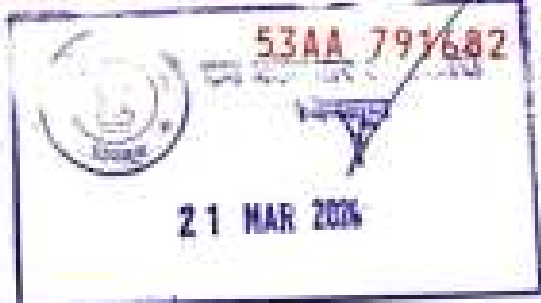






महाराष्ट्र MAHARASHTRA

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इसका प्रकाश/प्रकाशक का नाम -	प्रकाशक का नाम -
इस कीर्तनी का नाम/अर्थ (अंग्रेजी में)	(अंग्रेजी में)
कीर्तनी के लिए कायदा का नाम -	कायदा का प्रकार/प्रकार का नाम -
विषय/विषय -	Shri Vitaldas Joshi Charities Trust's
मुद्रण विवरण/पेसजिया -	B.K.J. Vitaldas Hospital Diagnostic & Research Centre
	At Post-Sumaria, Tal. Chiplun, Dist. Ratnagiri
मुद्रण तिथि -	मुद्रण नं. का 2024 02 APR 2024

पता - 9366, मार्ग, रा. चिप्लुन-1/1997 श्री. एल.आर. ज्योषी

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 in 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: 1497562

- 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 01/04/2024 to 31/03/2025 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 Nikalay portal website. (www.nikalay.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

Nikshay-Aushadhi 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 districttb@nicop.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	35
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	300
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 grantor is taken to the court of law all the expenses of grantor shall be heard 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)



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



Signature of chairman,
(District T.B. Society, Ratnagiri)
Chief Executive Officer
Zilla Parishad Ratnagiri

Member Secretary
District T. B. Officer,
Zilla Parishad Ratnagiri



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 & 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/ TL/ Block/s): Ratnagiri
Urban Wards/ Panchayata covered: Ratnagiri District
- c. Population Covered: 1697562

- 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 01/04/2023 to 31/03/2024 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-borne infection control for outpatient settings.
- iv) Relevant specialist like pulmonologist, physician, Psychiatrist, 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 Kumbhe 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)
- 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 Nikshay Aushadhi 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 dtonhrtg@natep.org 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 heard by grantee.
 - xxiii. Under this MoU :: It is acceptable that some tests like ECG & other routine investigations can be done more than ones if clinically indicated & instructed by treating physician.

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

in connection with completion of the project.

- iii. Get commodity assistance as per guideline.
- iv. The Grantee shall not delegate, transfer or assign under 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	125
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 Evaluation (if needed)	150
6	Bed Charges per day (General ward)	225
7	ICU Charges per day (with Oxygen)	1000

8	Ventilator Charges (NIV/PCV) Charges per Hour	
9	Complete Blood Count	331
10	Blood Sugar	135
11	Liver Function Test	25
12	Blood Urea Nitrogen	225
13	Serum Creatinine	54
14	Thyroid Function Test (TSH,LT3,T4)	35
15	Urine Routine Microscopy	200
16	Chest X-Ray	39
17	Serum Electrolytes (Na, K, Mg, Ca)	60
18	Serum Proteins (Albumin, Globulin Total Proteins ,Alb/Glo Ratio)	250
19	ECG with QTC Interval	68
20	Urine Pregnancy Test	50
21	Audiometric	65
22	HbA1c	300
23	USG Abdominal	130
24	CT Scan Chest - without contrast (for lungs	300
25	IV Fluid	1700
26	Intracath	150
27	Meal Charges Per day (including 1 Morning Breakfast & 2 time Meals)	100
28	Serum Lipase	200
29	Sr Amylase	130
30	Renal Function test	105
31	Culture and sensitivity by Vitek 2 : Blood/sputum/Fluids etc	225
32	Centraline insertion	300
33	ICD insertion	125
34	SARS COV Antigen	125
		100

35	Hepatitis C virus (HCV)	
36	Hepatitis B surface antigen (HBsAg)	138
37	LIPID PROFILE	102
	TOTAL	200
		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 MUIAY, PMIAY 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 (MUIAY) 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 borne 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)


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


Signature of chairman,
(District T.H. Society Ratnagiri)
Chief Executive Officer
Zilla Parishad Ratnagiri

Member Secretary
District Tuberculosis Control Officer CI - Sawade, Kasarwad, Pin - 415606
T. B. Control - Ratnagiri.
B.K.L. Walawalkar Rural Medical College,

Training Centre	Proposed training centre for NAAC
BKLWRMC	B.K.L. Walawalkar Rural Medical College, Sawarde, Chiplun, Ratnagiri (DT)

A record will be maintained of the procedures observed during the period of training.

Validity of MoU: The MoU shall be effective w.e.f. 1st August 2023 and shall remain valid till 31st July 2029.

Date: 01.08.2023

Place: Chiplun, Ratnagiri (DT)




Signature & Stamp of Dean
B.K.L. Walawalkar Rural Medical College,
Dervan, Sawarde, Chiplun, Ratnagiri (DT)

Signature & Stamp of Principal
B.K.L. Walawalkar College of Physiotherapy

DEAN
S.V.J.C.T'S
B.K.L. Walawalkar Rural Medical College
At. Karawadi, Post. Sawarde
Tal. Chiplun, Dist. Ratnagiri

Principal
B.K.L. Walawalkar
College of Physiotherapy
Karawadi - Sawarde

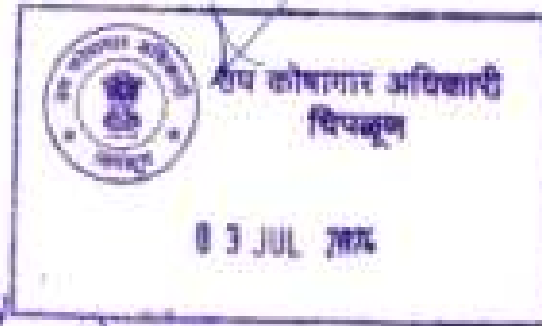


महाराष्ट्र MAHARASHTRA

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स्वयंसेवा केंद्र / अनुसंधान केंद्र - _____
 केंद्र प्रमुख / डॉक्टर / ज्येष्ठ अधिकारी - _____
 केंद्राचे पत्ता - _____
 दिनांक - _____
 पुरवठा करणारे - **Shri Vitthalrao Joshi Charitable Trust's**
B.K.L. Walawalkar Hospital Diagnostic
& Research Centre
 पुरवठा करणारे - _____
 दिनांक - 8 JUL 2024



वक्तव्य - 1/2024, दिनांक 03/07/2024

B.K.L. Walawalkar Rural Medical College
and
SVJCT Samarth Nursing College

B.K.L. Walawalkar Rural Medical College and Hospital, the training, guidance, all academic, faculty exchange programs, guest lectures, seminars, workshops, clinical research, extension and outreach community services related with academics & Research activities will be conducted with mutual understanding of both the parties-SVJCT Samarth Nursing College, and B.K.L. Walawalkar Rural Medical College, Sawarde, Chiplun, Ratnagiri (DT)

To ensure the same, NAAC accredited with B.K.L. Walawalkar Rural Medical College, Sawarde, Chiplun, Ratnagiri (DT) has undertaken a Memorandum of Understanding (MoU) with SVJCT Samarth Nursing College.

Training Centre	Proposed training centre for NAAC
BKLRMC	B.K. L. Walawalkar Rural Medical College, Sawarde, Chiplun, Ratnagiri (DT).

A record will be maintained of the procedures observed during the period of training.

Validity of MoU: The MoU shall be effective w.e.f. 1st August 2023 and shall remain valid till 31st July 2029.

Date: 01.08.2023

Place: Chiplun, Ratnagiri (Dt)

Signature & Stamp of Dean
B.K.L. Walawalkar Rural Medical College,
Sawarde, Chiplun, Ratnagiri (DT)

DEAN
S.V.J.C.TS
B.K.L. Walawalkar Rural Medical College
At: Kasarwadi, Post: Sawarde
Tal: Chiplun, Dist: Ratnagiri

Signature & Principal
SVJCT Samarth Nursing College
Principal
Samarth Nursing College
Kasarwadi, Sawarde,
Tal: Chiplun, Dist: Ratnagiri 415606




महाराष्ट्र MAHARASHTRA

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कर्ता/प्राप्तकर्ता/अर्पणकर्ता - _____ कर्ता/प्राप्तकर्ता - _____
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 उप सचिव, अधिकारी
 विपणन
 - 1 AUG 2024

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MOU
B.K.L. Walwalkar Rural Medical College
and
SVJCT's English Medium School and Junior College of Science

As per the consent of the Medical Director, B.K.L. Walwalkar Hospital and Rural Medical Centre, the training, guidance, all academic, faculty exchange programs, guest lectures, seminars, workshops, clinical research, extension and outreach community services related with academics & Research activities will be conducted with mutual understanding of both the parties - SVJCT's English Medium School and Junior College of Science, and B.K.L. Walwalkar Rural Medical College, Sawarde, Chiplun, Ratnagiri (DT)

To ensure the same NAAC accredited B.K.L. Walwalkar Rural Medical College, Sawarde, Chiplun, Ratnagiri (DT) has undertaken a Memorandum of Understanding (MoU) with SVJCT's English Medium School and Junior College of Science.

Training Centre	Proposed training centre for NAAC
BKLRMC	B.K.L. Walawalkar Rural Medical College, Sawarde, Chiplun, Ratnagiri (DT)

A record will be maintained of the procedures observed during the period of training.

Validity of MoU: The MoU shall be effective w.e.f. 1st August 2023 and shall remain valid till 31st July 2029.

Date: 01.08.2023

Place: Chiplun, Ratnagiri (Dt)



Signature & Stamp of Dean
B.K.L. Walawalkar Rural Medical
College, Sawarde, Chiplun, Ratnagiri(DT)

DEAN
S.V.J.C.T.S
B.K.L. Walawalkar Rural Medical College
Al. Kanawadi, Post, Sawarde
Tal. Chiplun, Dist. Ratnagiri



Signature & Stamp of Principal
SVJCT's English Medium School
and Junior College of Science

Principal
Shri Vitthalrao Joshi Charities Trust's
English Medium School & Junior College of Science,
Sawarde, Tal. Chiplun, Dist. Ratnagiri Pin-415008



SUMAN RAMESH TULSIANI CHARITABLE TRUST

1103 Tulsiani Chambers, 212, Nariman Point, Mumbai - 400021
☎ 22851505 / 📠 22855854 ✉️ srtc@tulsiani.com

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is entered into on **February 15, 2023** between **SUMAN RAMESH TULSIANI CHARITABLE TRUST** having Office at 1103/04, Tulsiani Chambers, 212, Nariman Point, Mumbai - 400021, (hereinafter referred to as **DONOR** or the **FIRST PARTY**), which expression shall, unless excluded by and repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-office, administrators and assigns of the **FIRST PARTY**.

AND

BKL Walawalkar Rural Medical College and Hospital, Dervan, run and operated by Shri Vithalrao Joshi Charities Trust a public charitable trust, registered under Bombay Public Trust Act, 1950, having its registered office at Suyash Apartment, Gokhale Road, Dadar, Mumbai - 400028 (hereinafter referred to as the **SECOND PARTY** or the **RECEPIENT**), which expression shall, unless excluded by and repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-office, administrators and assigns of the **SECOND PARTY**.

FIRST PARTY and **RECEPIENT** are hereinafter individually referred to as "First Party" & "Second Party" respectively and collectively as "Parties".

WHEREAS FIRST PARTY in his individual capacity is an Entrepreneur and Philanthropist in his own right,

And Whereas **FIRST PARTY**, in furtherance of his support for patients suffering from Chronic Kidney Disease (CKD), has agreed to provide financial assistance for purchase of Three Dialysis Machines for the Dialysis Centre of the **SECOND PARTY**, an organization which has a Hospital with necessary infrastructure, expertise and experience required for conducting and providing facilities for Patient care. The Project aims to fund purchase of Three state of the art Fresenius Hemodialysis machines (Product Description: HD 400BSNG with Diasafe Plus Filter & OCM with NBP Module along with RO System 250 LPH) to be utilized for providing FREE

Dialysis to the patients from poor and underprivileged sections (hereinafter referred to as the Project).

AND WHEREAS, both the parties have mutually agreed to enter into this MoA on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS MoA WITNESSETH AS FOLLOWS:

1.0 Duration:

This MoA shall remain in force for a period commencing on the date of signing of this MoA till the natural life cycle of the Project (Dialysis Machines).

Maximum Financial Support

Subject to the terms and conditions as provided in this Agreement, the maximum financial contribution from the FIRST PARTY for the said Project will be Rs.25,00,000/- (Rupees Twenty Five Lakhs only) or as per the final cost arrived at after due negotiations with the Vendor, whichever is lower.

2.0 Construction of the Agreement

This agreement shall be governed by and construed in accordance with the laws of INDIA.

3.0 Scope of Work:

3.1 The Project envisages providing financial assistance for the purchase of Three state of the art Fresenius Hemodialysis machines (Product Description: HD 40085NG with Diasafe Plus Filter & OCM with NIBP Module along with RO System 250 LPH) required for the Project.

3.2 The Three state of the art Fresenius Hemodialysis machines (Product Description: HD 40085NG with Diasafe Plus Filter & OCM with NIBP Module along with RO System 250 LPH) should be ordered, procured and installed on site in the Dialysis Centre located in **BKL Walawalkar Rural Medical College and Hospital, Dervan, within three months (90 days) after disbursement of funds by the FIRST PARTY.**

3.3 The Project shall be implemented by the SECOND PARTY in accordance with the understanding arrived at that the Three state of the art Fresenius Hemodialysis machines (Product Description: HD 40085NG with Diasafe Plus Filter & OCM with NIBP Module along with RO System 250 LPH) are to be used exclusively for providing Dialysis to patients from the poor and underprivileged sections of society, FREE of Charge.



- 3.4 No variation of the Project implementation plan shall be allowed to the SECOND PARTY, unless otherwise agreed to in writing by the FIRST PARTY in the form of an amendment.
- 3.5 It is understood and agreed that FIRST PARTY shall not provide additional financial funds in respect of work done outside the scope of work and time schedule plan and takes no responsibilities whatsoever for such work.

4.0 Roles and Responsibilities of the FIRST PARTY:

- 4.1 The FIRST PARTY shall extend financial assistance to the SECOND PARTY for implementation of the Project, in accordance of this MoA.
- 4.2 Subject to the terms and conditions of this MoA, the FIRST PARTY shall extend a maximum financial assistance of **Rs.25,00,000/- (Rupees Twenty Five Lakhs only)** for the Project, or as per the final cost arrived at after due negotiations with the Vendor, whichever is lower, which will be inclusive of all applicable taxes, duties and centage charges, etc.
- 4.3 The total cost of the Project shall be firm and no escalation shall be allowed to the SECOND PARTY, and the entire work shall be completed by the SECOND PARTY within the ceiling of the amount specified herein above.

5.0 Role and Responsibilities of the SECOND PARTY:

- 5.1 The SECOND PARTY shall implement the Project as per Project implementation plan as set out in this agreement. The FIRST PARTY shall provide payments to the SECOND PARTY as set out in the Project under this agreement.
- 5.2 Notwithstanding anything to the contrary in the MoA, documents express or implied, the FIRST PARTY shall have no responsibility in providing any material, labour or equipments required for the Project.
- 5.3 The SECOND PARTY shall submit full accounts of the Project in writing, taking into account all quotations, purchase orders, receipts and payments and commitments incurred for the purpose of the Project and as specified in this Agreement. The FIRST PARTY or its authorized representatives may carry out an audit of the Project along with the expenditure of accounts at any time during the pendency of the Project.



- 5.4 The SECOND PARTY shall be solely responsible for executing the Project, the related activities and the entire gamut of intended/ unintended/ direct/ indirect consequences thereof and FIRST Party's role shall be limited to providing financial assistance only.
- 5.5 The SECOND PARTY shall be responsible for safekeeping of all records/ information pertaining to the Project and shall provide access to all records/ information pertaining to the Project to the FIRST PARTY or any designated third party by the FIRST PARTY, for inspection at all times.
- 5.6 For the purpose of execution of the Project, the SECOND PARTY shall arrange and deploy their competent personnel consistent with the job requirement according to the accepted and standard norms. The SECOND PARTY shall be responsible for all dues, claims, statutory and other compliances pertaining to personnel who shall be engaging in the implementation of the Project.
- 5.7 The SECOND PARTY shall utilize the funds released by the FIRST PARTY only for implementation of the Project as envisaged in this MoA. The SECOND PARTY shall not divert any part of assistance received for any purpose/activity other than those mentioned in this MoA.
- 5.8 THE SECOND PARTY shall implement the Project through its own employees / functionaries / contract persons; such employees/ functionaries/ contract persons deployed/hired by the SECOND PARTY shall have no relation with the FIRST PARTY and shall have no right or redress or claims whatsoever on or against the FIRST PARTY for any claims, grievances or loss (including loss of employment) that they may have or claim against the SECOND PARTY.
- 5.9 The SECOND PARTY shall appoint a nodal coordinator to coordinate various activities under this Project and shall provide the name and contact details of the person, who would be responsible for implementation and coordination of the Project. The SECOND PARTY shall conduct periodical survey/evaluation of the Project for its success and fulfillment of the FIRST PARTY's CSR/Corporate Objectives.
- 5.10 Funds un-utilized, if any, after the Project is completed, shall be returned back by the SECOND PARTY to the FIRST PARTY.



- 5.11. The SECOND PARTY will provide receipt for all the funds received from the FIRST PARTY towards the implementation of the Project and provide applicable Income Tax exemption certificates to the FIRST PARTY.

6.0 Payment Plan/Schedule:

- 6.1 The FIRST PARTY shall pay to the SECOND PARTY on the basis of the agreed amount as per payment schedule as mentioned below.
- 6.2 After signing of this MoA and receipt of the final duly negotiated quotation/s the FIRST PARTY shall transfer in the name of **Shri Vithalrao Joshi Charities Trust**, through e-banking/ ECS transfer to the SECOND PARTY in the manner as mentioned hereunder:

Upon signing of MoA, receipt of the final duly negotiated quotation/s and demand raised by the SECOND PARTY, a sum of **Rs.25,00,000/- (Rupees Twenty Five Lakhs only)** shall be released by the FIRST PARTY, towards the implementation of the Project.

- 6.3 The SECOND PARTY shall submit the bank account details of its bank for release of funds through e-banking/ ECS transfer. The Final Utilization Certificate shall given by the representative of the SECOND Party.
- 6.4 The SECOND PARTY shall submit utilization certificate towards payments received duly audited by a registered CA, along with a self-declaration certificate of Project Completion in the form of an executive summary note of the Project.

7.0 Termination

- 7.1 When the FIRST PARTY has reason to believe that the financial assistance being provided to the SECOND PARTY is not being utilized for the intended purpose, the assistance provided earlier shall be recovered.
- 7.2 In the event of any unsatisfactory performance of the Project by the SECOND PARTY, FIRST PARTY may, on its sole discretion and at any time, terminate the agreement and inform the SECOND PARTY of its decision in writing, which shall be final and binding on both the parties. The Agreement shall stand terminated on the date as mentioned in the written communication. Unsatisfactory performance would include:



- 7.2.1 An incomplete work done/ no progress in the work found/ work not being implemented as specified under this agreement or non performance of any obligation under this agreement.
- 7.2.2 When SECOND PARTY is found involved in any manner or form of corrupt practices or misappropriation of funds / assets, which belongs to, or has been marked for the Project activities and the FIRST PARTY has sufficient grounds to believe so.
- 7.2.3 Violations of any of the provisions specified In various clauses of this agreement and Terms of Reference, which may lead to a conflict, which may affect the objectives of the program, at any time of the Agreement period.
- 7.3 It is hereby expressly agreed that this MoA shall be valid for the duration mentioned at Clause 1.0, unless extended by the Parties by written mutual consent, with such additions and modified terms and conditions, as may be mutually agreed to between both the parties.
- 7.4 It is agreed that this MoA may be terminated due to breach of the terms of MoA by either of the two parties provided that due notice of breach is given by the aggrieved party to the other party and the other party fails to rectify the breach within thirty (30) days. Both parties will provide reasonable assistance in the transfer of responsibilities. Upon termination of the MoA, before the valid duration OR before the completion of the Project, the SECOND PARTY shall transfer the unutilized funds released to the FIRST PARTY.
- 7.5 The SECOND PARTY shall not be entitled to payment of any amount or by way of compensation for termination of the Agreement for the causes mentioned under clause 5.
- 7.6 The SECOND PARTY shall submit full accounts of the Project in writing, taking into account all quotations, purchase orders, receipts and payments and commitments for the purpose of the Project and till the time of termination. FIRST PARTY or its authorized representative may carry out an audit of the Project along with the expenditure of accounts.
- 7.7 In the event of excess disbursement to the SECOND PARTY, FIRST PARTY shall have the right to demand and recover from the SECOND PARTY such excess disbursements and the SECOND PARTY would be



liable to refund the excess disbursements within a period of 60 days of ascertainment of the final amount.

B.0 Miscellaneous:

- 8.1 Nothing contained in this Agreement shall be construed or have effect as constituting a relationship of employer and employee, master and servant, of principal and agent, legal partnership or co-or joint venture between the FIRST PARTY and the SECOND PARTY.
- 8.2 The SECOND PARTY shall be responsible for all acts and omissions of its staff and any person, association, institution engaged by the SECOND PARTY whether or not in the course of implementing the Project and for the health, safety and security of such persons or entities and their property.
- 8.3 The SECOND PARTY shall be exclusively liable for payment of any and all taxes now in force or hereafter imposed, increased or modified in respect of any work done and/or materials supplied for the Project and for payment of all contributions and taxes in lieu of staff/ employee deployed by the SECOND PARTY and the execution agency/ contractor now and hereinafter imposed by any governmental authority and doth hereby indemnify and keep indemnified FIRST PARTY from and against the same and all claims, actions, risks, losses, demands and payments whatsoever against FIRST PARTY howsoever arising therefrom or in connection therewith.
- 8.4 The SECOND PARTY shall comply with and ensure strict compliance by her/his/its agents of all applicable Central, State, Municipal and local laws and regulations and undertakes to indemnify the FIRST PARTY from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings, claims and demands arising therefrom and/or relative thereto.
- 8.5 The SECOND PARTY shall be responsible for and shall ensure strict compliance by its employees, staff and agents of all laws, rules or regulations having the force of law affecting the relationship of employer and employee between the SECOND PARTY and their respective employees and/or otherwise concerning labour, social welfare and provident fund, pension, bonus, gratuity and other benefits to employees. The SECOND PARTY shall be responsible for compliance of safety measures as applicable at their own cost.



- 8.6 The SECOND PARTY will be fully responsible for ensuring that the Project shall be implemented in accordance with the relevant norms. FIRST PARTY will not be responsible, either directly or indirectly, in any manner for any damage or negligence in the Project.
- 8.7 Both the PARTIES shall keep in confidence proprietary information received from each other along with the MoA and its various annexures as well as all the data/information generated, records collected/generated during the course of implementation of the Project and shall not disclose it to any third party, except their authorized agents or representatives unless such disclosure of use is specifically authorized in writing by both PARTIES. Both the PARTIES shall not use proprietary information received from each other for any purpose other than the objective and task agreed between the PARTIES.
- 8.8 Any change in official address / or e-mail address shall be intimated by both the Parties; The SECOND PARTY shall facilitate the visits of FIRST PARTY'S management or its representative/s to review implementation of the Project with prior information and keep the records in well maintained conditions.
- 8.9 In the event of any one or more of the provisions contained in this MoA being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this MoA become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 8.10 The SECOND PARTY shall not be entitled to payment of any amount or by way of compensation for the termination of the agreement for the clauses mentioned above under clause 8.0
- 8.11 The SECOND PARTY shall be responsible for taking out any appropriate insurance coverage at its own cost for its people and materials including the beneficiaries, who shall be deployed/trained in connection with the implementation of the Project under this MoA.
- 9.0 Co- branding, Publicity and Privileges:**
- 9.1 The SECOND PARTY and the FIRST PARTY will share the right to use, discuss and publicize the Project data/Utilisation Certificate and each will acknowledge the role of each other or part played by other in the



books, documents, and/or other publicity/communication measures, website in relation to the Project.

- 9.2 That in consideration of gesture by the FIRST PARTY, the SECOND PARTY shall prominently display "**Dialysis Machines – Courtesy, SUMAN RAMESH TULSIANI CHARITABLE TRUST** " or as finalized by the FIRST PARTY in the room where the Project is implemented and outside the room, on the billboards, all the locations where the Project will be undertaken. The concerned authorities may ensure that due publicity and credits are given to FIRST PARTY, for its contribution towards the provision of the said facilities.
- 9.3 Any news release, public announcement, advertisement, or any such publicity material proposed to be released by the SECOND PARTY or any agency appointed by it, concerning this AGREEMENT shall be subject to the prior written approval of the FIRST PARTY.
- 9.4 The SECOND PARTY shall organize an event to formally inaugurate the successful implementation of the Project. The Project will be inaugurated by the FIRST PARTY and/or its representatives in conjunction with dignitaries and/or representatives of the SECOND PARTY.
- 9.5 The SECOND PARTY shall extend privileged services of Dialysis to 10 patients, Free Of Charge (on a priority basis) to patients referred by the FIRST PARTY.

10.0 Amendment:

This MoA may be amended by the mutual consent of both the Parties and the SECOND PARTY shall implement/ perform the same in the field. The MoA shall be amended by written mutual consent of the parties to the MoA. The amendment shall be documented and allotted a distinctive number <Amendment> ;< Date> and shall become binding on both the Parties from the date of agreement to such amendment unless otherwise agreed to.

11.0 GENERAL PROVISIONS:

11.1 **Notice:** Any notice required or permitted by this MoA shall be in writing and shall be properly **addressed** to each party at the addresses stated herein or to such other address as may be provided in writing by either party from time to time, shall be sent by any recognized commercial courier, or certified mail, postage prepaid, return receipt requested, and shall be concurrently sent by



facsimile/email. Notice will be deemed effective when actually received by the other party.

If to SECOND PARTY:

Attn.: Dr. Suvarna Patil

Address: Medical Director, B.K.L. Walawalkar Rural Medical College and Hospital

Email: director.bklwrmc@gmail.com

If to FIRST PARTY:

Attn.: Mr. Manish Rupani

Head – Administration & Projects

SUMAN RAMESH TULSIANI CHARITABLE TRUST

1103/04, Tulsiani Chambers,

212, Nariman Point, Mumbai 400021.

Email: srtct@tulsiani.com

- 11.2 **Assignment:** THE SECOND PARTY shall not transfer, assign, subcontract or delegate in whole or in part any of its rights or obligations under this MoA without the prior written consent of the FIRST PARTY.
- 11.3 **Sole MoA:** This MoA including recitals sets forth the entire AGREEMENT and agreement of the parties relating to the scope of work mentioned in this MoA and supersedes all prior and contemporaneous AGREEMENTs, negotiations and AGREEMENTs between the parties, both oral and written. No party shall be bound by any oral AGREEMENT or representation irrespective of by whom or when made. No change or modification to this AGREEMENT will be binding unless it is in writing and signed by an authorized representative of both parties.
- 11.4 **Severability:** In the event that any provision of the MoA is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable under the applicable laws and/or regulations, either such provision shall be deemed amended to conform to such laws and/or regulations without materially altering the intention of the parties or shall be deleted and the parties agree to negotiate in good faith to replace such provision while the remainder of this MoA shall continue in full force and effect.



11.5 **Waiver:** Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any other occasion. Any party may elect to continue to perform notwithstanding such breach by any other party, but such performance shall not constitute a waiver of such breach nor otherwise limit the non-breaching party's remedies. No waiver of any provision of this MoA shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

11.6 **Indemnity:** THE SECOND PARTY agree to indemnify and keep indemnified and hold harmless, the FIRST PARTY and its representatives against all liabilities, demands and/or claims whatsoever, including claims for not being in compliance with the provisions of applicable laws, rules, regulations and guidelines, and also against any losses, damages or expenses suffered or incurred or that may be suffered or incurred by the FIRST PARTY for any reason whatsoever in relation to the Project and post commissioning of its operation and maintenance, including legal cases. THE SECOND PARTY shall also indemnify the FIRST PARTY and its representatives from any eventualities including but not limited to compensation out of loss, damage or unforeseen circumstances, etc. The SECOND PARTY shall indemnify and keep indemnified the FIRST PARTY from any liability, financial or otherwise, that may arise from a third party as a result of the services covered under the scope.

Staff for implementation of the Project and for all activities related to operation or for any other activity shall be employed / engaged by the SECOND PARTY and the SECOND PARTY shall be solely responsible for any matter concerning their employment/engagement. The SECOND PARTY shall keep FIRST PARTY indemnified against any claims and legal expenses arising out of any employment dispute raised by those engaged in relation to the Project.

11.7 **Evaluation:** FIRST PARTY shall, at its sole discretion, undertake or cause to be undertaken, evaluation of the impact and cost effectiveness of the Project. Such evaluation shall be carried out during the tenure of the Agreement. The SECOND PARTY shall, when required, give FIRST PARTY or its representative reasonable cooperation and access to its records in connection with the Agreement.



11.8 **Conflict of Interest:** Neither the SECOND PARTY, its personnel nor its agent shall engage in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project. Subject to above, the SECOND PARTY shall notify FIRST PARTY immediately of any such conflict and suggest / take immediate remedial measures under information to FIRST PARTY to ensure that the Project is completed as per the terms and conditions agreed upon.

11.9 **Confidentiality of Information and Secrecy:** Both the PARTIES shall keep in confidence proprietary information received from each other as well as information/records generated or collected during the course of implementation of the Project and after termination and shall not disclose it to any third party, unless such disclosure of use is specifically authorized in writing by both the PARTIES.

12.0 Force Majeure

Neither Party shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided written notice of occurrence of any Force Majeure event is given by the affected Party to the other Party within a period of 72 hours of such occurrence and such notice includes reasonably satisfactory evidence of the Force Majeure event.

For the purposes of this AGREEMENT, a Force Majeure event shall mean an event that is not within the reasonable control of the Party, whose performance under this AGREEMENT is affected thereby and without prejudice to the generality of the foregoing, shall include the following events: i) Civil disturbance, ii) Breach of peace, iii) Declared or undeclared war, iv) Act of interference or action by military authorities, v) Terrorist acts, vi) Sabotage, vii) damage by the elements, viii) Riot or disorder, ix) Act of God (i.e. fire, frost, flood, earthquake, storm, lightning or epidemic); x) Quarantine xii) Change in law rendering the performance of a Party's obligations impossible (excluding any change in taxation laws). Xiii) Revocation of applicable government licenses acts or omissions of competent government authorities or its authorized security operatives.

13.0 SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this AGREEMENT (and whether before or after the termination) Parties hereto shall promptly and in good



faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute or difference arose, such dispute or difference shall resolved through arbitration as per the procedure mentioned herein below. However, existence of any dispute or difference or the initiation or continuation of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this AGREEMENT.

- 13.1. The dispute or the difference shall be referred to a mutually acceptable sole Arbitrator.
- 13.2. The arbitration shall be through Indian Council for Arbitration at Mumbai.
- 13.3. The rules of the above mentioned Institutional Arbitration forum shall be applicable to arbitration proceedings.
- 13.4. The Indian Arbitration and Conciliation Act 1996 and The Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof or the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.
- 13.5. The seat of the arbitration shall be at Mumbai
- 13.6. The proceedings shall be conducted in English language.
- 13.7. The cost of proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.
- 13.8. The following shall not be referred to arbitration:
"Disputes having financial claims less than Rs.5 lakhs. These disputes shall be mutually resolved by the Management of the parties to the agreement"
- 13.9. Notwithstanding anything contained herein above (except 14.8), upon arising of dispute the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator.
- 13.10. The outcome of the Arbitration shall be binding upon all parties involved.

13.11. The Courts of Mumbai shall have the sole jurisdiction.

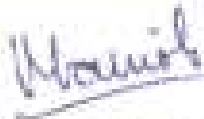
13.12. The SECOND PARTY shall ensure that it shall utilize the funds provided by FIRST PARTY under the CSR Project, for the specific purpose it is intended for and its rightful use.

In witness thereof, the parties hereto have caused this MoA to be signed in their respective names:

For and behalf of FIRST PARTY	For and behalf of SECOND PARTY
Name: Mr. Ramesh Tulsiani Designation: Settlor Suman Ramesh Tulsiani Charitable Trust	Name: Dr. Suvarna Patil Designation: Medical Director B.K.L.Walawalkar Rural Medical College and Hospital
Signature:  Date: 15/02/23	 22/02/23

SIGNATURE DATE

Witness





Witness



MANISH RUPANI
HEAD-ADMINISTRATION AND PROJECTS
SUMAN RAMESH TULSIANI CHARITABLE TRUST
MUMBAI.
9167669641

Memorandum of Understanding

Between

**B. K. L Walawalkar Rural Medical College and
Hospital, Dervan, Post. Sawarde, Tal. Chiplun,
Dist. Ratnagiri**



and

**Dr. Balasaheb Sawant Konkan Krishi Vidyapeeth,
(DBSKKV), Dapoli, Maharashtra**



For

**Skill Development in tuber crop processing,
Kitchen Gardening, bakery products, post harvest
processing, grafting, medicinal plants and health
checkup, blood donation camps etc.**



महाराष्ट्र MAHARASHTRA

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3. सचिवालय मुद्रांक कितीपली वरी व सचिवालय क्रमांक सर्वेच मुद्रांक कितीने दिनांक / वा.	<i>[Signature]</i> सचिवालय क्र. 5/12 दिनांक क्र. 22/4(2) पत्राची पत्राची वा पत्राची दि. पत्राची	
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) signed on the in the year 2023.

Between

B K L WALAWALKAR RURAL MEDICAL COLLEGE AND HOSPITAL, having its office at Dervan, Post Sawarda, Taluka Chiplun, District Ratnagiri-415606, Maharashtra herein referred to as **BKLWRMC** which expression shall include its successors-in-interest and assign, of the one part.

[Signature]
(Sgnat L Jgn)

AND
2 of 7

[Signature]
(Sgnat L Jgn)

DR. BALASAHEB SAWANT KONKAN KRISHI VIDYAPEETH, Dapoli, Dist Ratnagiri-415606, Maharashtra herein after referred to as DBSKKV which expression shall include its successors-in-interest and assign, of the one part.

WHEREAS,

Dr Balasaheb Sawant Konkan Krishi Vidyapeeth Dapoli (DBSKKV), a State Agricultural University in Maharashtra established in 1972 is working in the field of Agricultural education, Research and Extension work for the Konkan region. DBSKKV has released more than 100 varieties and developed various propagation techniques in various crops and has helped to increase the production and ultimately upliftment in socioeconomic status of the farmers in konkan region. DBSKKV has already conducted and is continuing research on optimally cultivating tuber crops, harvesting and processing them into food products and snacks. Similarly optimizing cultivation of vegetables for developing a kitchen garden and developing processes for bakery products from grams and millets is carried out at DBSKKV. Research on cultivation strategies such as grafting and budding of plants for nursery as well as development of bamboo related technologies and growing and harvesting of medicinal plants are other focus areas at DBSKKV. It is necessary to popularize these technologies and knowledge to the local population and farmers including the youth of KONKAN who will be the torch bearers of this technologies in the future.

AND WHEREAS

B.K.L. Walawalkar Rural Medical College established in 2015 has a multi-specialty hospital attached. This hospital established in 1996 with OPD services, IPD services with 600 beds is located in a rural village of KONKAN, right on the doorstep of an underserved tribal SC, ST, and Kurbi population. The hospital is also the outreach center of Tata Memorial Cancer Hospital. It has world-class research facilities including a stem-cell GMP research facility as well as a vast-educational hub for paramedical and other courses. Over the years, the hospital has documented the foremost challenge in this region as the poor health of women especially maternal and new-born health. The incidence of lean and underweight women with complicated pregnancies and low birth weight babies is quite high. A cohort of adolescent girls was established in 2019 to study the detailed nutritional and biological parameters of adolescent girls and provide the required intervention to break this cycle. The findings from this cohort confirm the poor nutritional and biological status of adolescent girls in the villages of Ratnagiri (dist.) with widespread under nutrition and negligence of health. BKLWRC believes it is necessary to provide a scientific solution for tackling these deficiencies. There is an urgent need to create opportunities for their long-term and economic sustenance with an inclusive approach. This will be done by identifying, training and supporting girls and youth to cultivate, produce and market the agro-based products.

NOW, THEREFORE

With this view, the present Memorandum of Understanding (MOU) is proposed herewith for skill development of the youth in agro-technology. To encourage, train and provide them options for self-reliance, especially those with limited economic means or have discontinued their education. The main purpose is 'disbursement' of technology developed by DBSKKV through BKLWRC. Popularization of techniques which will support upliftment and generate economic activities to the youth of KONKAN region.


(3yob L Jyob)


(P.S. Gawde)

SCOPE AND PURPOSE OF THIS MOU

The scope and expected outcome of this agreement is as follows:

- 1.1 To conduct training for cultivation techniques of tuber crops and their processing into food products
- 1.2 To conduct trainings for cultivation and maintenance of kitchen gardening
- 1.3 To provide knowledge and training on bakery products processes from grains and millets
- 1.4 To provide technical knowledge and trainings on post-harvest primary processing and horticulture-based products such as jam, squash, jellies etc from the local fruits
- 1.5 Training on cultivation strategies such as grafting and budding of plants for nursery
- 1.6 Training on development of bamboo-related technologies
- 1.7 Training on growing and harvesting of medicinal plants
- 1.8 Conduct minimum three training programs of the above through subject matter specialists
- 1.9 Employment generation to unemployed rural youths through the above trainings.
- 1.10 To provide support in marketing approaches and strategies
- 1.11 To provide sessions on stress management, awareness sessions on health and diet and psychological counselling, health check-ups, blood donation camps to DBSKKV students

ROLES AND RESPONSIBILITIES

2.1 ROLES AND RESPONSIBILITIES OF DBSKKV

- 2.1.1 Make available subject matter experts for the agreed domains of training in agro-tech and processing technologies.
- 2.1.2 Provide seeds and training material ex-gratis during the training of youth farmers
- 2.1.3 Popularisation of standardised processes amongst farmers.
- 2.1.4 Provide all forms of technical guidance for MoU activities
- 2.1.5 To provide training to trainers of BKLWRMC

2.2 ROLES AND RESPONSIBILITIES OF BKLWRMC

- 2.2.1 Arrange for training facilities: training room and other requirements for classroom teaching and land for practicals such as growing the identified agro-crops
- 2.2.2 Assemble candidates/youth to conduct the training programs
- 2.2.3 Disburse the knowledge and conduct further trainings to continue the activity
- 2.2.4 Create employment opportunities through these trainings
- 2.2.5 Provide sessions on stress management, awareness sessions on health and diet and psychological counselling, health check-ups, blood donation camps to DBSKKV students/staff

Jyoti L Jyoti
(Jyoti L Jyoti)

P. S. Gaudale
(P. S. Gaudale)

PERIOD OF MOU AND ITS EXTENSION

This MoU comes into effect from the date of its signing by both the parties and will remain in force initially for three years and on the basis of performance, it can be extended for further mutually agreed period.

FINANCE AND FUNDING

The required funds for the maintenance and functioning of the training rooms and land for cultivation will be invested by BKLWRMC. Seeds and other planting material will be provided by DBSKKV. Travel and logistics requirement for BKLWRMC staff and team members will be managed by BKLWRMC while travel and logistics requirement for DBSKKV team members will be managed by DBSKKV. The charges for publications generated during the collaboration will be shared by DBSKKV and BKLWRMC equally.

CONFIDENTIALITY

- 5.1 BKLWRMC and DBSKKV agree to hold in confidence all the information/data chosen by both parties to be confidential which is obtained/disclosed from either party during the performance of this agreement and shall not disclose the same to a third party without written consent of the University.
- 5.2 Results produced during the performance of this MOU will be shared by BKLWRMC to DBSKKV, whom will be free to disseminate said results with farmers.

TERMS AND TERMINATION

The term of this agreement shall be for a period of three years from the date of signing by both parties unless terminated earlier by written notice of sixty (60) days by the party seeking such termination.

DISPUTE RESOLUTION

Any and all disagreement/differences/disputes arising here under shall be resolved, as far as possible amicably by mutual consultations, failing which, the disputes shall be resolved by arbitration to be conducted by arbitrator appointed by mutual consent, under the Indian Arbitration and Conciliation Act 1996 in the English language at Mumbai. The cost of arbitration will be shared equally.

INTELLECTUAL PROPERTY CLAUSE :-

Intellectual property (Registered or Unregistered) of each party prior to this agreement shall remain the sole intellectual property of the respective party. Newly generated Intellectual Property from the project will be the property of both the parties. Data generated under the MoU will be the intellectual property of both the parties and the publication's authorship sequence will be as per the contribution of both parties.

[Handwritten signature]
Date: 1/2/2024
(Date: 1/2/2024)

5 of 7

[Handwritten signature]
(P.S. Gadhale)

FORCE MAJEURE :-

Neither party shall be held responsible for non-fulfilment of their respective obligations under this agreement due to exigencies of one or more of the force majeure events such as but not limited to war, flood, earthquake, strikes, lockouts, epidemics riots civil commotion etc. Provided on occurrence and session of such events the party affected by these shall give a notice in writing to the other party within one month of such occurrences and cessation. If the majeure conditions continue beyond six months the parties shall then decide about the future course of action.

MONITORING COMMITTEE

Sr. No.	Name	Designation
1	Vice-Chancellor, Dr. B. S. Konkani Krishi Vidyapeeth, Dapoli	Chairman
2	Dr. Suvama Patil, Director, BKLWRMC, Dervan	Co-Chair
3	Dr. Jyoti Iyer, Senior Scientist, BKLWRMC, Dervan	Member
4	Director of Extension Education, Dr. B. S. Konkani Krishi Vidyapeeth, Dapoli	Member
5	Assistant Horticulturist & Incharge, AICRP on Tuber Crops, CES, Wakawali	Member

ROLE OF MONITORING COMMITTEE:-

- Overall coordination.
- Finalization of trainings to be conducted.
- Review of the annual work.

IMPLEMENTATION COMMITTEE

Sr. No.	Name	Designation
1	Dr. Jyoti Iyer, Senior Scientist, BKLWRMC, Dervan	Member
2	Assistant Horticulturist & Incharge, AICRP on Tuber Crops, CES, Wakawali	Member

ROLE OF IMPLEMENTATION COMMITTEE:-

Implementation compliance coordination of provisions of this Memorandum of Understanding (MoU).

Jyoti Iyer
(Jyoti Iyer)

5 of 7

P. S. Reddy
(P. S. Reddy)


IN WITNESS WHEREOF the authorised representatives of the Parties hereto have signed this MoU.


AGREED:

Parties

For and on behalf of the
B K L WALAWALKAR RURAL MEDICAL
COLLEGE AND HOSPITAL, Dervan, Post
Sawarda, Taluka Chiplun, District Ratnagiri

For and on behalf of the
Dr. Balasaheb Sawant Konkan Krishi
Vidyapeeth, Dapoli, Dist. Ratnagiri


Signature: 
Name: Dr. Suvarna H. Patil
Designation: Medical Director
Date: 23/5/23


Signature: 
Name: Dr. P. A. Sawant
Designation: Director of Extension Education
Dr. P. A. Sawant
Date: 23-5-2023





Witness: (Name and Address)

Witness: (Name and Address)

Signature: 
Name: Dr. Netaji R. Patil
Designation: College Co-ordinator
Date: 23/5/23

Signature: 
Name: Dr. S. E. Desai
Designation: Director of Instruction
Date: 23/05/2023

Signature: 
Name: Dr. Jyoti L. Iyer
Designation: Sr. Scientist
Date: 23/5/2023

Signature: 
Name: S. G. Bhare
Designation: Director of Research
Date: 23/5/23



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

And

B.K.L. Walwalkar Hospital registered under the Bombay Nursing Act having its registered address at Sawade (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 the parties are entering into a First Addendum. This addendum therefore extension of the MOU dated 2nd November 2020.

The parties mutually decided to incorporate the following points in addition to the MOU dated 2nd November 2020.

Empanelled hospital can claim bed charges to the extent of Rs.100 within the Rs.25000/- limit under AKITT or as per caps that may be communicated from time to time by ICS under this clause of the MOU.

Apart from the above laid down term all the other terms and conditions will remain same as mentioned in the original MOU dated 2nd November 2020.

1. Unless otherwise terminated due to clauses mentioned thereof.

THE WITNESS WHEREOF the representatives of the parties to this Addendum to MOU being duly authorized have here unto signed in their respective names and have executed these, present this from 1st November 2020 till 31st November 2025.

A purple circular stamp with text around the perimeter and a signature in blue ink over it.A purple circular stamp with text around the perimeter and a signature in blue ink over it.

<p>For Indian Cancer Society (ICS)</p> 	<p>For B.K.L. Walawalkar hospital</p>
<p>Mrs. Prmiti Chandramohan Director -Finance</p>  <p>Dr. Vandana Dhamankar Deputy Director General – Medical Affairs Address – Indian Cancer Society, Sector 1 Wadia Road, Parel, Mumbai - 400026</p> 	<p>Dr. Savarna Netaji Patil Medical director</p>  <p>Address - B.K.L. Walawalkar Hospital Kasarwadi Sawarde Tal - Chiplun Dist - Ratnagiri - 415006</p> 
<p>In the presence of</p> <p>1.  </p>	<p>In the presence of</p> <p>1. Dr. Netaji Patil</p>  <p>Address - B.K.L. Walawalkar Hospital Kasarwadi Sawarde Tal - Chiplun Dist - Ratnagiri - 415006</p>



महाराष्ट्र MAHARASHTRA

2020

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MEMORANDUM OF UNDERSTANDING

Between

Indian Institute of Science Education and Research, Pune

And

BKL Walawalkar Hospital & Rural Medical College, Sawarde, Ratnagiri

प्राधान्य सुरक्षा कार्यालय, मुंबई
प.न.सं. - ८००००९
- 6 OCT 2020
स्वामि अधिकारी

डी. वि. क. गवई

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



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And

BKL Walawalkar Hospital & Rural Medical College (BKLWHRMC) set up at village Kasarwadi, Post Swarda, 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 15th October, 2020 and ending on 14th 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. Saajeey 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 at 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



13.3 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

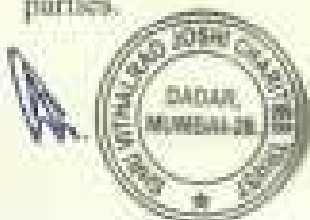
18.1 Definition of Dispute: For the purpose of this Section, “Dispute” shall mean any disagreement between the parties that arises out of or is related to the interpretation, implementation or alleged breach of any provision of this Agreement (including all Attachments). The “Occurrence Date” of a Dispute 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, BKL.WHRMC,

(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

By an Authorized official of
BKLWHRMC, Kasarwadi, Sawarde



प्रति. प्रो. गज. शंकर (प्रति.) / Prof. G. Kaja Sekhar (Retd.)
गणितज्ञ / Associate
संशोधन केंद्र, वृत्त 102, आर्य समाज, पुणे
Name: Prof. G. Kaja Sekhar (Retd.), Pune
Autonomous Institute of MHRD, Govt. of India
Pune - 411 008, India / Pune-411 008, India

Name: Mr. Vikas Walawalkar



Title: Registrar, IISER, Pune

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

Date: 1/10/20.

Date: 22nd October 2020

Dated this 22nd day of October, 2020

Indian Institute of Science Education
and Research IISER

And

BKL Walawalkar Hospital & Rural
Medical College BKLWKRMC

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

B.K.L. Walawalkar Hospital Diagnostic & Research Centre, having its address at having address at Kasarwadi, a/p Saurash, Tal. Chiplun, Dist. Ratnagiri - 415606 (Maharashtra, India) (Hereinafter referred to as the "Disclosing Party", 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, 4th Cross, Veermandra 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,

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[Handwritten Signature]

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 use 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

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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

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Shamshad

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 or 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.

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- 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/videos/other materials belonging or related to the Disclosing Party in promotional content through electronic, print or other mediums.

4. NON SOLICITATION 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 of 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, maintaining, renewing, 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

Shamir Bhat

- 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. BEMEDIES

- 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;

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- 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 Core Rupees.

12. DISPUTE RESOLUTION

Sham Shah

- 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.

[Handwritten Signature]

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.

← Shariq Akht

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

[Signature]
 (Disclosing Party)
 CHAMPLUN

[Signature]
 (Receiving Party)
 CHAMPLUN

MAHARASHTRA
 CHAMPLUN
 Reg. No. 903

MAHARASHTRA
 CHAMPLUN
 Reg. No. 903

WITNESSES:

[Signature]
 Name: *[Name]*

Address: *[Address]*

[Signature]
 Name: *[Name]*

Address: *[Address]*



BEFORE ME

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

Noted & Registered
 at Serial Number

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 29/11/2012



