

To

The Dean
MGM Medical College & Hospital
Navi-Mumbai

Sub: submission of report of sero surveillance carried out in IndusInd Bank

Respected Sir

Submitting here with report of sero surveillance carried out in IndusInd Bank. This survey lasted for 12 days (17th to 31st July 2020). **The balance sheet is also attached for you reference . The total revenue generated is INR 775222.**

Thanks & Regards

Dr. Parineeta Samant
12/08/2020
Dr. Parineeta Samant
Prof & Head
Department of Biochemistry
MGM Medical College, Navi-Mumbai

**Professor & Head
Department of Biochemistry,
MGM Medical College,
Kamothe, Navi Mumbai**

Report of sero surveillance carried out at various branches of IndusInd bank

IndusInd branch had approached MGM laboratory to carry out ser surveillance of their employees at various branches located at Andheri and Prabhadevi. In response to that a commercial proposal prepared to offer consultancy and laboratory services to bank after obtaining approval from Medical Director was submitted to bank authorities. This proposal was accepted by IndusInd bank authorities. A team was prepared under leadership of Dr. Parineeta Samant, Prof & Head, Department of Biochemistry. All necessary consumables were made available by Dr. K. R Salgotra Medical Superintendent and Dr. G. S. Narshetty, Dean MGM Medical College & Hospital, Navi-Mumbai. All support and transport facility was Provided by MGM Medical College & Hospital, Navi-Mumbai

The composition of team

S. No	Name	Designation	Department
1.	Dr. Santosh Gawali	Assistant Professor	Biochemistry
2.	Dr. Vinita Singh	Assistant Professor	Biochemistry
3.	Dr. Kavita More	Associate Professor	Biochemistry
4.	Ms Apoorva	PG- Msc Med. Biochemistry	Biochemistry
5.	Ms Sonal Tiwari	PG- Msc Med. Biochemistry	Biochemistry
6.	Mrs Shamshad Tamore	Lab Technician	Central Laboratory
7.	Mr. Samadhan Patil	Lab Technician	Central Laboratory
8.	Mrs Manju Bhatti	Lab Technician	Central Laboratory
9.	Ms. Shraddha Ghadge	CMLT Trainee	Central Laboratory
10.	Ms Shraddha Kadam	CMLT Trainee	Blood Bank
11.	Mr. Siddharth Shelar	Library Assistant	Library


Professor & Head
Department of Biochemistry,
MGM Medical College,
Kamothe, Navi Mumbai

Plan for Anti SARS COV2

S. No	Office Identified	Average Count of Employees	Date of Sample Collection
1.	IBL House, Andheri East	104	17 th July 2020
2.	PNA Square, Andheri East	235	18 th July 2020
3.	PNA Square, Andheri East	128	20 th July 2020
4.	Opus Centre, Andheri East	185	21 st July 2020
5.	Opus Centre, Andheri East	139	22 nd July 2020
6.	OIBC, Prabhadevi	178	23 rd July 2020
7.	OIBC, Prabhadevi	106	24 th July 2020
8.	Solitaire & Business Square, Andheri East	219	27 th July 2020
9.	Solitaire & Business Square, Andheri East	255	28 th July 2020
10.	PNA House, Andheri East	217	29 th July 2020
11.	PNA House, Andheri East	192	30 th July 2020
12.	PCP, Prabhadevi	119	31 st July 2020

Total 2077 employees were tested for Anti SARS COV. All samples were processed and reports were dispatched in the form of soft and hard copy.

Dr. Anand

Professor & Head
Department of Biochemistry,
MGM Medical College,
Kamothe, Navi Mumbai

Balance sheet

Amount Credited by Indus IND bank	Consuable	Quantity	Cost
1090425	kits	10 kits	268000
	Vacutainer	2077 Numbers	11008
	Syringes	2077 Numbers	13916
	Gloves	6 boxes	6840
	Spirit	6 bottles	660
	Sterlium	24 bottles	2160
	Cotton	12 bundles	2619
	Travel	12 days	10000
1090425			315203

Net Profit : 1090425 - 315203 = INR 775222


Professor & Head
Department of Biochemistry,
MGM Medical College,
Kamothe, Navi Mumbai



MGM INSTITUTE OF HEALTH SCIENCES

(Deemed University u/s 3 of UGC Act, 1956)

Grade 'A' Accredited by NAAC

Sector-01, Kamothe, Navi Mumbai - 410 209

Tel 022-27432471, 022-27432994, Fax 022 - 27431094

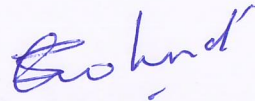
E-mail : research@mgmuhs.com | Website : www.mgmuhs.com

Research project in collaboration with All India Institute of Medical Sciences, Nagpur and MGM Medical College & Hospital, Kamothe, Navi Mumbai.

Research Project entitled " **A randomized, double blind, placebo controlled study to evaluate the efficacy and safety of Cordyceps Capsules (Food supplement) as an add-on therapy in patients with mild to moderate COVID -19 infection**" ethics Committee approval from MGMIHS on 15th September, 2020.

- Principal Investigator : Dr. Siddharth P Dubhashi, Professor & Head, Department of Surgery, AIIMS, Nagpur.
- Co-PI : Dr. Sagar Sinha, Asst. Prof., Department of Emergency Medicine, MGM Medical College & Hospital, Kamothe, Navi Mumbai.
- Co-Investigator : Dr. Jaishree Ghanekar, Prof. & Head, Department of Medicine, MGM Medical College & Hospital, Kamothe, Navi Mumbai.
- Co-Investigator : Dr. Sameer Kadam, Prof. & Head, Department of Surgery, MGM Medical College & Hospital, Kamothe, Navi Mumbai.
- Co-Investigator : Dr. Parineeta Samant, Prof. & Head, Department of Biochemistry, MGM Medical College & Hospital, Kamothe, Navi Mumbai.

Total Amount received from sponsor M/s. Ambosia Food Farm Co., Uttrakhand Rs. 14,72,00.00 on 13.10.2020 by MGM Institute of Health Sciences, Kamothe, Navi Mumbai towards the expenses for the clinical trial.


Dr. Sabita M Ram
Director (Research)
13/10/2020

MGM Institute of Health Sciences (HO)
 Head Office-3rd Floor, MGM Education Complex,
 Plot No-1 & 2, Sect-1, Kamothe, Navi Mumbai

AMBROSIA FOOD FARM CO.
 Ledger Account

* 1-Apr-2020 to 14-May-2021

Date	Particulars	Vch Type	Vch No.	Debit	Page Cred
13-10-2020	Dr IDBI Bank A/c - 0183104000132763 <i>bEING RECD. AGAINST RESEARCH GRANT FOR CHEMICALS PARINITA MADAM DUBHASHI SIR FROM AMBROSIA FOOD FARM CO.</i>	IDBI Receipt	500		14,72,000.00
9-3-2021	Cr IDBI Bank A/c - 0183104000132763 <i>Ch.no.: 018745 Being 100% advance paid against PI No. 0001 dated 11/02/2021 to Noble Surgical towards purchase of Lab Chemicals for Investigation of Covid (Bill No. 524 dated: 09/04/2021 bill received)</i>	IDBI Payment	1118	4,24,352.00	
7-3-2021	Cr IDBI Bank A/c - 0183104000132763 <i>Ch.No.: 018757 Being Bill.No. R/3304 Dated : 03/03/2021 of B.H. Agency towards purchase of Lab Kits for the project of Ambrosia Project</i>	IDBI Payment	1142	1,18,366.00	
31-3-2021	Cr IDBI Bank A/c - 0183104000132763 <i>Ch.No.: 018809 Being Bill.No. 20212583 Dated : 23/03/2021 of Calyx Wellness Pvt Ltd towards purchase of Lab Kits for the project of Ambrosia Project</i>	IDBI Payment	1213	1,36,220.00	
	Cr IDBI Bank A/c - 0183104000132763 <i>Ch.No.: 018825 Being Bill.No. 20212665 Dated : 30/03/2021 of Calyx Wellness Pvt Ltd towards purchase of Lab Kits for the project of Ambrosia Project</i>	IDBI Payment	1214	52,500.00	
Cr	Closing Balance			7,31,438.00	14,72,000.00
				7,40,562.00	
				14,72,000.00	14,72,000.00

Geo India

CLINICAL STUDY AGREEMENT

This Agreement is made on **25th August 2020** at Navi Mumbai BY and BETWEEN

Ambrosia Food Farm Co., a Company incorporated under the Companies Act, 1956 having its registered office at **Rehar Road, Bhowali, Nainital, Uttrakhand India, Pin Code 263156** hereinafter referred to as **"Sponsor"**

AND

Dr. Siddharth P. Dubhashi, Professor and Head, Department of Surgery, All India Institute of Medical Sciences (AIIMS), Nagpur, an Institute having its office at Nagpur, hereinafter referred to as **"The Institute"**

AND

Dr. Sagar Sinha, Asst Professor, Department of Emergency Medicine, MGM Medical College and Hospital, Navi Mumbai, an Institute having its office at **Navi Mumbai**, hereinafter referred to as **"The Institute"**, to conduct a clinical study and evaluation of Study. Institutions and Sponsor agrees as follows.

1. PROTOCOL AND STUDY CONDUCT

- 1.1 Institution agrees to use its best efforts to conduct the Study, as an independent contractor, in accordance with Institutional policy, applicable laws and regulations and the Protocol, "An Open Label, Randomized, Parallel Group Comparative Study to evaluate the Efficacy, Safety of Cordyceps Capsules as an Add-On Therapy in patients with moderate COVID 19 Infection", Protocol Number: Cordyceps-2001, which is attached hereto as Exhibit A for reference purposes only. The Study will be supervised by Dr. Siddharth P. Dubhashi, ("Principal Investigator"), at Institution Department of Surgery, All India Institute of Medical Sciences (AIIMS), Nagpur,, with assistance from associates and colleagues as required. The Institute will primarily obtain Ethics committee approval as required and data entry in to eCRF
- 1.2 Sponsor agrees to engage the services of Institution to conduct the Study and further agrees to provide at no cost to Institution the drug, materials and/or equipment as applicable for the conduct of the Study. Sponsor will provide financial and logistic support and coordinate and oversee the execution and will perform the clinical monitoring as required by the GCP guidance, Sponsor will take insurance for trial participants as per the regulatory requirements, Sponsor will register this study on CTRI as required by the Ethics committee.
- 1.3 Nothing in this Agreement will limit or prohibit Institution or any of its personnel, including the Principal Investigator, from conducting any research or for performing research for or with any entity or person, including any other outside sponsors. Sponsor acknowledges that this provision is intended to preserve the academic freedom and integrity of Institution and its faculty and to ensure that Institution and its faculty are not regarded as captive researchers for Sponsor.

2. AWARD

- 2.1 In consideration for performance of the Study by Institution, Sponsor shall support Institution for the clinical study. This amount, shown by approximate category of expense in Exhibit B attached hereto for information only.
- 2.2 Sponsor shall make payments to Institution at the following address referencing the Principal Investigator's name and protocol number.
- Site details for Payment
- Bank Name: IDBI Bank
Bank Address: 39-41, Sector – 11, C.B.D. Belapur, Navi Mumbai - 400614
Account Number: 0183104000132763
IFS Code: IBKL0000183
Account Holder Name: MGM Institute of Health Sciences
Co-Investigator Name: Dr. Sagar Sinha
Protocol Number: Cordyceps-2001, Version: 1, date 20 August 2020
- 2.3 Institution shall send invoices for payment to the attention of Mr. Gourvendra Gangwar, at following email address: gourvendra@ambrosiafoodfarm.com.

3. TERM

- 3.1 This Agreement shall continue in force till completion of the study from the Effective Date set forth above; provided, however, that either party may terminate the Agreement by giving thirty (30) days advance notice to the other. The parties may extend the term of this Agreement only if mutually agreed to in writing by authorized signatories representing each party.
- 3.2 Upon early termination of this Agreement, Sponsor shall be liable for all reasonable costs incurred or obligated by Institution at the time of such termination, subject to the maximum amount specified in Article 2. Sponsor shall pay Institution for such costs within thirty (30) days of receipt of an invoice for same.
- 3.3 Upon termination of this Agreement, Institution shall return Sponsor's materials and equipment to Sponsor.
- 3.4 Each Party reserves the right to terminate this Agreement at any time effective immediately (i) if the authorization and approval to conduct the Study is withdrawn by the Ministry of Ayush, IRB, or other regulatory authority, or (ii) for safety or efficacy concerns.

4. INDEMNIFICATION

- 4.1 Sponsor shall indemnify and hold harmless System, Institution, their Regents, officers, agents and employees from any liability or loss resulting from judgments or claims against them arising out of

the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to, the use by Sponsor of the results of the Study; provided, however, that the following is excluded from Sponsor's obligation to indemnify and hold harmless:

- a. the negligent failure of Institution to comply with any applicable governmental requirements or to adhere to the terms of the Protocol; or
- b. the negligence or willful malfeasance by a Regent, officer, agent, or employee of Institution or System.

5. PUBLICATION AND CONFIDENTIALITY

5.1 Institution reserves the right to publish the results of the Study. Institution will, however, notify Sponsor and will submit a draft of the manuscript to Sponsor for comments at least forty-five (45) days prior to submission for publication or oral presentation. Sponsor shall notify Institution in writing within forty-five (45) days of receipt of such draft whether such draft contains information deemed to be confidential under the provisions of this Section 5, or information that if published within forty-five (45) days would have an adverse effect on a patent application in which Sponsor owns full or part interest, or intends to obtain an interest from Institution pursuant to this Agreement. In the latter case Sponsor has the right to request a delay and Institution agrees to delay said publication for a period not exceeding ninety (90) days. In any such notification, Sponsor shall indicate with specificity to what manner and degree Institution may disclose said information and Sponsor shall be permitted to advise as to the implications of timing of the publication if the same clinical trials set forth in Protocol are still in progress at other sites. Proper recognition of Sponsor shall be made in any publication. Subject to this clause 5.1, Institution shall have the final authority to determine the scope and content of any publication, provided that such authority shall be exercised with reasonable regard for the commercial interests of Sponsor. It is the intent of the parties that no publication will contain any of Confidential Information (defined below) disclosed by Sponsor without Sponsor's prior written permission. Information related to Sponsor's experimental drugs will not be transmitted to nonscientific journals, newspapers, radio or television without Sponsor's written consent.

Notwithstanding the foregoing, Institution agrees that if the Study is part of a multi-center study, the first publication of the results of the Study shall be made in conjunction with the results from the principal investigators at the other study centers. The manner in which the publication will be generated will be negotiated between Sponsor and the principal investigators prior to initiation of Study. However, in the event no publication of the multi-center study has been made within one year of the completion of the study at all centers, then Institution will be free to publish its own results.

5.2 Except as otherwise required by law or regulation, neither party shall release or distribute any materials or information containing the name of the other party or any of its employees without prior written approval by an authorized representative of the non-releasing party, but such approval shall not be unreasonably withheld.

5.3 The parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of any of the other party's Confidential

Information to third parties till completion of the study from receipt thereof, provided that the recipient party's obligation shall not apply to information that:

- a. is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure;
- b. is already in the recipient party's possession at the time of disclosure thereof;
- c. is or later becomes part of the public domain through no fault of the recipient party;
- d. is received from a third party having no obligations of confidentiality to the disclosing party;
- e. is independently developed by the recipient party;
- f. is required by law or regulation to be disclosed;
- g. is necessary to disclose in order to file a patent application or enforce a patent related to this Agreement;
- h. is communicated to the Institution's scientific and/or institutional review committees; or
- i. is required to be disclosed in order to obtain informed consent from patients or subjects who may wish to enroll in the Study, provided, however, that the information will be disclosed only to the extent necessary and Confidential Information will not be provided in answer to unsolicited inquiries by telephone or to individuals who are not eligible Study candidates.

In the event that information is required to be disclosed pursuant to subsection f., the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 It is recognized and understood that certain inventions and technologies owned by Institution or Sponsor and existing at the date when this Agreement becomes effective are the separate property of Sponsor or Institution respectively, and are not affected by this Agreement, and neither party shall have any claims to or rights in such separate inventions and technologies of the other party. All the new inventions, developments, or discoveries, including patent applications or patents issued thereon, resulting from the Study ("Inventions") shall be promptly disclosed in writing to Company. Institution shall not obtain or attempt to obtain patent coverage on the Study Drug except as set forth herein

6.2 "Invention" shall mean any discovery, concept, or idea, whether or not patentable, made during the conduct of the study, and arising from the performance of the study, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto.

6.3 Institution agrees that the Principal Investigator will promptly disclose to its Intellectual Property Committee and to Sponsor any Inventions made by the Institution and/or the Principal

Investigator. It is agreed that all Inventions and any information with respect thereto shall be subject to confidentiality obligations commensurate with those set forth in Section 5.3 herein.

- 6.4 Any Inventions that originate solely with the Principal Investigator, or any other Institution agent or employee associated with this study (jointly or severally referred to as "Inventor") shall be the property of Institution. If Inventor is a co-inventor with Sponsor, its agents or employees, Institution and Sponsor shall jointly own the Invention. Any Inventions that originate solely with any agent or employee of Sponsor shall be the property of Sponsor. To the extent that Institution owns the rights of sole or joint title in any Invention, Company is hereby granted, without option fee other than consideration of the Study sponsored herein and the reimbursement to Institution for patent expenses incurred prior to or during the option period, an option to acquire an exclusive, worldwide, royalty-bearing license to Institution's rights to any Invention, which option shall extend for ninety (90) days after Company's receipt of an Invention disclosure. Upon Company's exercise of the option, the parties shall promptly negotiate a license agreement in good faith. In addition, notwithstanding the above, Institution shall grant to Company a fully paid up, world-wide, royalty-free, non-exclusive license to the Inventions claiming the composition, use or derivative of the Study Drug, including the Inventions that directly relate to the Study drug, and such license shall be of sufficient scope to allow Company to make, have made, use, sell, import and export the Study Drug including a right to sub-license to Company's development partners, out-licensing partners as well as buyer of the rights in the Study Drug.
- 6.5 If Sponsor and Institution fail to enter into an agreement during that period of time, Sponsor shall have a right of first refusal with respect to any terms generally more favorable offered by Institution to a third party for a period of one (1) year thereafter. In the event Sponsor elects to exercise its option to negotiate a license in accordance with the procedures detailed above, it shall be obligated to pay all expenses, including attorney's fees, incurred in searching prior art, obtaining search opinions, preparing applications, filing, prosecuting, enforcing or maintaining a patent or patent application with respect to the licensed invention in any country in which the patent or application is filed.
- 6.6 If any third party claims ownership or rights in any invention in which Sponsor has an interest under this Agreement (a "Conflicting IP Claim"), then Institution may elect not to be involved in any dispute resolution process regarding the Conflicting IP Claim, and if Institution makes such election, Sponsor will not name or include as parties the Institution or System or their Regents, officers, or employees in any arbitration or litigation concerning the Conflicting IP Claim. In addition, if Institution makes the foregoing election, the Conflicting IP Claim must be resolved pursuant to binding arbitration under the then-current procedures of the American Arbitration Association or such other procedure upon which the parties mutually agree, provided, however, that this requirement will not apply if the other party claiming ownership or rights in the invention is not required to submit or does not agree to submit to binding arbitration.

7. BIOLOGICAL SAMPLES

- 7.1 "Biological Samples" include, without limitation, blood, serum, fluid and tissue biopsy samples collected from subjects enrolled in the Study. Biological Samples further include, without limitation, any tangible material directly or indirectly derived from such blood, fluid or tissue samples, such as: genes, gene fragments, gene sequences, proteins, protein fragments, protein sequences, probes, DNA, RNA, cDNA libraries, plasmids, vectors, expression systems, cells, cell lines, organisms, antibodies or other biological substances; and any constituents, progeny,

mutants, variants, derivatives, replications, reagents or chemical compounds thereof or derived therefrom.

7.2 Institution's Collection, Retention and Use of Biological Samples. Institution will collect, retain and use Biological Samples in accordance with the Protocol. Institution may collect and/or reserve additional quantities of Biological Samples ("secondary Biological Samples") for use in research not described in the Protocol ("non-Protocol research"), provided that (a) such collection complies with all applicable laws, regulations and acceptable clinical trial practices, including, but not limited to, patient privacy and informed consent laws in the country in which the Study is being conducted, and (b) no Confidential Information or any other information which links the secondary Biological Samples to any Confidential Information is available to investigator(s) for such non-Protocol research (for example, without limitation, Institution may annotate such secondary Biological Samples with Study subject demographic information (e.g., age, gender and clinical diagnosis), but not with information related to administration of, or response to, or adverse events associated with, a Study Drug).

7.3 Sponsor's Receipt and Use of Biological Samples. Sponsor may receive pre-determined quantities of Biological Samples from Institution, as set forth in the Protocol, for use in research as described in the Protocol, provided that such research complies with all applicable laws and regulations, including, but not limited to, patient privacy and informed consent laws in the country in which Biological Samples were collected.

Sponsor will disclose to the Principal Investigator all raw data generated by Sponsor from its research using such Biological Samples ("Biological Samples Raw Data"). Sponsor reserves the right to withhold any such Biological Samples Raw Data on any such genes which are pre-obligated and/or encumbered in some manner. Such Biological Samples Raw Data (i) shall be treated by Institution as Confidential Information under this Agreement, (ii) the Principal Investigator may use such Biological Samples Raw Data for the purpose of generating for non-commercial purposes, a manuscript to be published in a scientific peer-reviewed journal, and (iii) may use such Biological Samples Raw Data for non-commercial research and academic purposes, either within Institution or, with prior written notice to Sponsor, may disclose such Biological Samples Raw Data to academic investigators outside Institution; provided that the Institution provides written notice to the recipient of such Biological Samples Raw Data (with a copy to Sponsor) that such Biological Samples Raw Data is Sponsor's Confidential Information.

7.4 In the event that Principal Investigator desires to conduct further research in collaboration with Sponsor with respect to such Biological Samples Raw Data, Sponsor agrees to consider any such request. Any such further research agreed upon by Sponsor shall be subject to the terms of a separate research agreement.

8. GENERAL

8.1 This Agreement constitutes the entire and only Agreement between the parties relating to the Study, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof, including the exhibits attached hereto, may be made except by a written document signed by the duly authorized representatives of the parties.

8.2 Sponsor and Institution will seek to resolve complaints or grievances arising between them through informal discussion. If a dispute arises out of this Agreement that the parties cannot resolve by informal discussion, the parties will submit the matter to non-binding, advisory arbitration. The arbitration process will be initiated by notice to the other party and will proceed

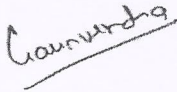
in accordance with the applicable, or such other procedure upon which the parties mutually agree. The arbitration proceedings will be advisory and will not bind either party. Any costs of arbitration will be shared equally by both parties, without regard to the ultimate disposition of the matter, except for the separately incurred expenses of either party in preparation for the arbitration. The arbitration process itself and any information or disclosure revealed by either party to the arbitrator or to the other party during the arbitration process will be confidential and may not be referred to in any testimony or evidence offered in any subsequent proceeding. The advisory arbitration proceedings will conclude with the arbitrator's issuance of written findings of fact. If Sponsor and Institution are willing to accept the arbitrator's decision, then Sponsor and Institution will execute a settlement agreement that will reflect the arbitrator's decision and which will provide for releases of the claims (i) by Institution to Sponsor and Sponsor's officers, directors and employees, and (ii) by Sponsor to Institution and System and their Regents, officers, and employees.

- 8.3 Parties agree to remain silent on governing law.
- 8.4 Any conflicts between the Protocol and this Agreement are controlled by this Agreement.
- 8.5 This Agreement anticipates educational training and may involve health science postgraduates and other students of the Institution.
- 8.6 Principal Investigator and Sponsor may be parties to a consulting agreement or other outside agreement to which Institution is not a party. Sponsor acknowledges and agrees that Institution has no involvement with or responsibility for these consulting or outside agreements.
- 8.7 This Agreement is subject to, and the parties will comply with, all applicable local, state, federal, national and international laws, statutes, rules and regulations. Any provision of any law, statute, rule or regulation that invalidates any provision of this Agreement, that is inconsistent with any provision of this Agreement, or that would cause one or any of the parties hereto to be in violation of law will be deemed to have superseded the terms of this Agreement. The parties, however, will use all reasonable endeavors to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law and will negotiate in good faith toward amendment of this Agreement in such respect. If the parties cannot reach agreement on an appropriate amendment, then this Agreement may be immediately terminated by either party.
- 8.8 Notwithstanding any other provision of this Agreement, it is understood that the parties are subject to, and shall comply with, applicable laws, regulations, and governmental requirements and restrictions controlling the export of technology, technical data, computer software, laboratory prototypes, and other commodities, information and items (individually and collectively, "Technology and Items"), including without limitation, and sanctions regulations, all as amended from time to time ("Restrictions") and that the parties' obligations hereunder are contingent on compliance with applicable Restrictions

IN WITNESS WHEREOF, Institution and Sponsor hereby enter into this Agreement, effective as of the date first set forth above, and execute two (2) original counterparts.

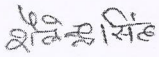
Sponsor

Institution



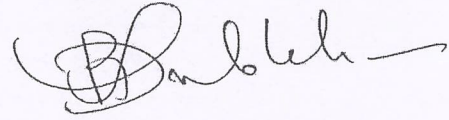
BY: Gourvendra Gangwar

Ambrosia Food Farm Co.,



BY: Shailendra Singh

Ambrosia Food Farm Co.,

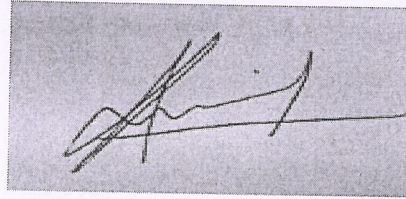


BY:

Dr. Siddharth P. Dubhashi, AIIMS Nagpur

I acknowledge that I have read this Agreement in its entirety and that I shall use reasonable efforts to uphold my individual obligations and responsibilities set forth herein:

BY:



Dr. Sagar Sinha
MGM Medical College and Hospital, Navi Mumbai, MGMIHS

BY: _____

I acknowledge that I have read this Agreement in its entirety and that I shall use reasonable efforts to uphold my individual obligations and responsibilities set forth herein:

BY: _____



Mahatma Gandhi Mission's
MEDICAL COLLEGE

Sector-1, Kamothe, Navi Mumbai - 410 209.
Ph: (022) 7433404, Fax: (022) 27437900 (022) 27420320
E-mail: mgmmcncb@gmail.com, Web: www.mgmuhs.com

Ref. No. :

Date : 30/06/2021

Memorandum of Understanding (MOU)
for
" Blood Bank & Component Facility "

BETWEEN

MGM NEW BOMBAY HOSPITAL VASHI, NAVI
MUMBAI (First Party)

AND

MGM MEDICAL COLLEGE TEACHING HOSPITAL,
KAMOTHE BLOOD BANK (Service Providers)

This Memorandum of Understanding (MOU) is entered into this day of June 30th 2021 between MGM New Bombay Hospital, Vashi at Plot no 35, Sector-3, Vashi, Navi Mumbai -400703 (hereinafter referred to as " First Party", MGM Medical College Teaching Hospital, Sector 1, Kamothe, Navi Mumbai-410209, herein after referred to as "Service Providers"



Dean.

M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209



Mahatma Gandhi Mission's
MEDICAL COLLEGE

Sector-1, Kamothe, Navi Mumbai - 410 209.
Ph: (022) 7433404, Fax: (022) 27437900 (022) 27420320
E-mail: mgmmcncb@gmail.com, Web: www.mgmuhs.com

Whereas MGM NEW BOMBAY HOSPITAL VASHI, NAVI MUMBAI (MGM Hospital, Vashi) has approached the Blood Bank for considering credit tie-up facility for supply Blood & blood products as a Mother Blood Bank to the Blood storage Facility at the Hospital for their patients undergoing Surgical Procedures at MGM Hospital Vashi, Navi Mumbai.

It is hereby agreed by and between MGM Hospital Vashi Navi Mumbai and MGM Medical College Teaching Hospital Kamothe (Blood bank) (MGM Hospital, Kamothe) as under :

- 1) MGM Hospital Vashi, Navi Mumbai could avail of the credit tie-up facility for Supply Blood & Blood Products to the Hospital for their Patients..
- 2) MGM hospital Vashi Blood Storage will raise demand for blood and blood components to MGM Hospital Kamothe Blood Bank for their day to day requirement of blood components to be consumed at their institute.
- 3) MGM Kamothe Blood Bank agrees to supply the required blood components depending on availability in stock. Any possible delay and /or inability to meet the requirement shall be immediately communicated to MGM Blood storage centre Vashi.
- 4) The Blood bank will send Blood & Blood products as per indent to be mailed from time to time on a daily basis or as determined by the Blood Storage Facility, the hard copy of indent sheet which will be picked up while delivering the products.



Dean.

M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209

5) The responsibility of the grouping and Cross Matching and issue of the Blood and Products shall be with the storage facility at the MGM Hospital Vashi, Navi Mumbai.

6) MGM Hospital Vashi could be monitoring the following Indicators :-

- a) Percentage of QC failure in randomly Tested Procured components.
- b) Percentage of FFP Bags showing leakage post Thawing.

7) MGM Kamothe Blood Bank will provide the required blood components from MGM Hospital, Kamothe to MGM Hospital, Vashi. It is the responsibility of MGM Kamothe Blood Bank to transport blood & blood components to MGM Hospital Vashi in the shortest possible time, maintaining cold chain.

8) MGM Hospital Kamothe Blood Bank agreeing for monthly payment from MGM Hospital Vashi, for which MGM Kamothe Blood Bank will maintain proper account of requisition received along with horored and submit monthly statement of account to MGM Vashi, MGM Vashi in turn verify and clear the payment within 15 days from receipt of said statement.

9) MGM Hospital Vashi will issue cheque in the name of ---

" MGM BLOOD BANK KAMOTHE "

10) MGM Hospital, Vashi motivate and propagate to patients relatives for voluntary blood donation, and if required MGM Kamothe Blood Bank can send their mobile blood donation facility vehicle along with staff at MGM Vashi campus for smooth conduct of voluntary blood donation camp

11) The Charges for the blood and its products shall be as follows.

a) Whole Blood	: Rs 1000/
b) Packed cells	: Rs 1000/
c) Fresh Frozen Plasma	: Rs. 300/-
d) Random Donor Platelets	: Rs. 300/-
e) Single Donor Platelets	: Rs. 8500/-
f) Cryoprecipitate	: Rs. 250/-



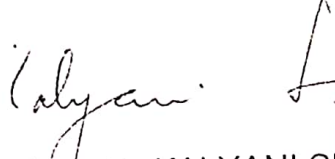
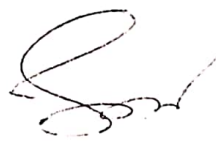
- Dean.

M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209

12) The Agreement should be in force from 30/06/2021 to 30/06/2026 (a period of 5 years).

This tie up will be solely intended for supply Blood & Blood Products to MGM New Bombay Hospital, Vashi only.

Either of the party is not authorized in any manner whatsoever to read, forward, print, copy or disseminate the contents or any part thereof for any reasons other than intended for as per the terms of this agreement. The contents and /or part thereof will not be used for any promotional or marketing use.

For – MGM HOSPITAL VASHI NAVI MUMBAI , AUTHORISED SIGNATORY	For – MGM HOSPITAL KAMOTHE BLOOD BANK AUTHORISED SIGNATORY
 NAME : DR. KALYANI SEN DESIGNATION : DIRECTOR MGM NEW BOMBAY HOSPITAL VASHI NAVI MUMBAI.	 NAME : DESIGNATION : DEAN, MGM MEDICAL COLLEGE TEACHING HOSPITAL, KAMOTHE



Dean.
A.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209

Agreement

VC:-385083

This agreement made and entered into at Mumbai on 01st day of September 2019 (Effective Date), between **Reliance Life Sciences Pvt. Ltd.**, a Company incorporated under the Company's Act, 1956 having its registered office at Dhirubhai Ambani Life Sciences Centre, R - 282, TTC area of MIDC, Thane - Belapur Road, Rabale, Navi Mumbai 400 701, Maharashtra, India. (Hereinafter referred to as "RLS") which expression shall unless repugnant to the context shall mean and include its successors and assigns of the ONE PART.

AND

Mahatma Gandhi Mission Medical College & Hospital a Registered Blood Bank having its office at Kamothe, Sector-18, Navi Mumbai, Dist. Raigad - 410209, Maharashtra (Hereinafter referred to as "MGMMCH") which expression shall unless repugnant to the context shall mean and include its Board of Directors, Officers and its medical staff of the OTHER PART.

Whereas:

- A. **MGMMCH** has represented to **RLS** that **MGMMCH** is registered, as a Private blood bank and is located at Navi Mumbai, Maharashtra.
- B. **MGMMCH** has represented to **RLS** that they possess necessary and valid license in form 26G to separate human plasma from human whole blood, as prescribed in Drugs & Cosmetics Act 1940 and Rules thereafter, as amended and applicable from time to time. A copy of the valid license in Form 26G is provided to **RLS** and is attached hereto to this Agreement as Annexure 4.
- C. **MGMMCH** has represented to **RLS** that they possess expertise, adequate resources, manpower and infrastructure in collection, processing and storing plasma.
- D. **RLS**, inter alia, is engaged in research and development in biotechnology and Plasma products.
- E. **MGMMCH** separates blood components from donated blood and has offered to supply to **RLS** surplus plasma to enable **RLS** to carry out research, product development and commercial initiative using plasma.
- F. Based on the representations made by **MGMMCH**, **RLS** has agreed to procure surplus fresh frozen plasma or stored plasma from **MGMMCH** on the terms and conditions as stated hereunder.



IN CONSIDERATION OF THE COVENANTS AND CONDITIONS SET FORTH HEREIN, THE PARTIES AGREE TO THE FOLLOWING:

1. Definitions

The following terms shall unless the context otherwise requires, have the meaning ascribed to them below

1	Plasma	:-	Plasma is liquid portion separated from human Blood.
2	FFP	:-	FFP (Fresh frozen plasma) is plasma separated from whole blood and stored and frozen at or below -30°C within 6 hrs of blood collection.
3	SP	:-	SP (stored plasma) is plasma separated from whole blood after 6 hrs and within 72 hrs of blood collection which is stored at or below -20°C .
4	"Elisa"	:-	Enzyme linked immunosorbent assay
5	Anti-"HIV" test	:-	Testing of HIV 1 and 2 (Human Immunodeficiency Virus) antibodies in plasma/serum.
6	Anti-"HCV" Test	:-	Testing of HCV (Hepatitis C Virus) antibodies in Plasma/serum
7	HbsAg	:-	Testing of Hepatitis B surface antigen in plasma/serum
8	VDRL	:-	Testing of Sexually Transmitted Diseases.
9	Unit	:-	Blood bag containing Plasma from one donor.
10	CDP	:-	Cryo Deficient Plasma – Plasma remaining after separation of cryoprecipitate and stored at -30°C

2. Responsibilities

a. **MGMMCH** shall separate plasma from blood collected from voluntary non-remunerated donors as per the Part XB of Drugs and Cosmetics Act, 1940 as amended from time to time and as per the establishment of National Blood Policy.

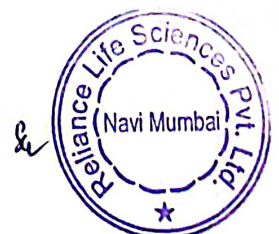
b. **MGMMCH** represents and warrants that **MGMMCH** has obtained and ensures the validity and effectiveness of all approvals, licenses, permits, permissions, sanctions applicable for collection, storage, processing, distribution of Human Blood, Human Blood components & Blood Products.

c. **MGMMCH** shall supply Fresh frozen plasma (FFP) to **RLS** of such quality and quantity (in units) as agreed under in this Agreement.

d. **MGMMCH** shall perform the anti- HIV, HBsAg, HCV and VDRL and certify that the plasma supplied to **RLS** are tested negative by Elisa for HIV, HBsAg, HCV and VDRL tests on the plasma before supplying it to **RLS**.

e. **MGMMCH** shall be responsible for labeling and packing of Units to be supplied to **RLS**, as per the guidelines laid down by FDA. **MGMMCH** shall certify that the minimum requirements with regard to the regulations on labeling, packing and dispatch have been observed in accordance with Drugs and Cosmetics Act 1940 and rules prevailing from time to time.

f. **MGMMCH** shall ensure the validity and effectiveness of all approvals, licenses, permits permissions applicable for collection, storage, processing, distribution of human blood, human blood components and blood products till the term of this



Agreement and shall provide copies of the same to **RLS**. **MGMMCH** also undertakes to renew the license from time to time prior to expiry

g. **MGMMCH** warrants that the plasma shall be supplied to **RLS**, within 12 months of its date of manufacture.

h. **MGMMCH** shall be responsible to provide the list of units supplied with each consignment. Certificate of Testing and the list of plasma units supplied will be provided as per the format given in Annexure 1 and Annexure 2.

i. **MGMMCH** shall supply Plasma solely to **RLS** during the term of the Agreement.

j. **RLS** should inform **MGMMCH** forthwith regarding any cancellation or suspension of the license or consent issued by authority for collection, transportation and manufacturing / research of life-saving plasma proteins from Fresh Frozen Plasma.

k. **MGMMCH** should inform **RLS** forthwith regarding any cancellation or suspension of the license or consent issued by authority for blood collection, component separation and other related activities.

3. Vendors Audit

Without prejudice to the contents of Article 2, **RLS** shall be entitled, but not obliged, to conduct audit of the facility of **MGMMCH** for verification of the quality or quantity of the plasma agreed to be supplied by **MGMMCH** to **RLS**.

4. Financial Arrangements

a. **RLS** shall from time to time coordinate with **MGMMCH** for supply of plasma.

b. **MGMMCH** shall charge **RLS @ Rs. 2200/- per liter for FFP** supplied to **RLS** in accordance with this agreement.

c. **MGMMCH** shall raise invoice on **RLS** for the said supply hereto, and shall be mailed to **RLS** at the address mentioned in article 16 herein.

d. The volume of plasma in each bag will be calculated by the following formula

Volume of Plasma in bag = (Weight of filled plasma bag – weight of empty plasma bag) / 1.03

5. Logistics

The parties shall mutually decide as to the logistics of the Units to be delivered from **MGMMCH** to **RLS**'s site. **RLS** would supply the necessary secondary packing materials free of cost and also bear the cost of transportation of Plasma from **MGMMCH** to **RLS**.

6. Representations and Warranties by **MGMMCH**

a. **MGMMCH** is a valid and subsisting duly registered Blood Bank and is not extinguished either by the Settlor or by any other statutory authority.

b. **MGMMCH** is entitled and has authority to enter into this Agreement.



c. **MGMMCH** has not done anything or omitted to do anything which would in any manner affect or prejudice the rights and obligations of **RLS** under this Agreement.

d. **MGMMCH** has obtained all the necessary Licenses, clearances, and permissions from the authorities concerned as are required for entering this Agreement and shall maintain valid throughout the Term of this Agreement, and all the requisite approvals, licenses, permissions, etc., as may be required under law for the time being in force.

e. Plasma supplied to **RLS** shall meet the specifications attached hereto as Annexure 3 (Specifications) and made a part hereof. If Specifications are revised during the term of this agreement both parties will agree to all revisions prior to implementation.

f. Plasma provided to **RLS** hereunder is not adulterated or misbranded within the meaning of Drugs and Cosmetics Act as amended from time to time.

7. Representations and Warranties by RLS

a. **RLS** is a corporation duly organized and existing under the laws of its incorporation.

b. **RLS** is entitled and has authority to enter into this Agreement.

c. **RLS** has not done anything or omitted to do anything which would in any manner affect or prejudice the rights and obligations of **MGMMCH** under this Agreement.

d. **RLS** has obtained all the necessary clearances and permissions from the authorities concerned as are required for entering this Agreement.

8. General Provisions

All consignments of plasma shall be accompanied by the following:

a. Batch release certificate to the effect that they were prepared in accordance with the local regulatory requirements for Blood and Blood Banks. The Protocol and its annexes may be amended or supplemented by the Parties to this Agreement.

b. List of plasma units supplied to **RLS** on letterhead of **MGMMCH** duly signed by the authorized person as per format in Annexure 2.

c. **RLS** is entitled to retest the plasma in minipools each comprising 10-12 individual plasma units for HIV – I & II antibodies, HBsAg, and HCV- PCR.

d. In the case of discrepancy between the physical units received and the list of plasma units provided by **MGMMCH**, **RLS** shall be entitled to reject the plasma units with discrepancy if appropriate clarifications are not received from **MGMMCH** within two weeks from intimation by **RLS**, without any costs or consequences.

e. Neither party will be liable to the other party for any indirect, incidental, consequential, special or punitive damages including but not limited to loss of production, loss of income or loss of profits arising out of claims brought by the other party to this agreement.



9. Indemnification

Each party agrees and undertakes to indemnify and keep the other party harmless from and against all costs, expenses, claims, liabilities, penalties etc., which the other party might incur on account of a breach of the representation and warranties furnished by each party under this agreement or any act of gross negligence and / or willful misconduct in performance of its obligations hereunder.

10. Intellectual Property Rights and confidentiality.

a. All rights to inventions or discoveries arising from the use of plasma supplied by **MGMMCH** to **RLS** shall solely vest with **RLS**.

b. **RLS** and **MGMMCH** shall maintain utmost secrecy about all data, particular methods, recipes, formulas, details, drawings and other confidential proprietary information exchanged between them (all this information is called confidential information).

c. This confidential information shall be used by the parties for purpose of this agreement only and the same shall not be divulged, disclosed or communicated to any third party without prior written permission of **RLS** or **MGMMCH** as the proprietors of such confidential information as the case may be.

d. However, restrictions as to confidentiality shall not be applicable to such information which are:

- i. In a public domain without any breach on the part of any of the parties to this agreement.
- ii. The receiving party is already in possession of such information.
- iii. Is independently developed by such party.
- iv. Is required to be disclosed under the applicable laws or under statutory requirements.

11. Term

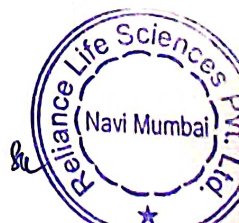
This Agreement shall commence on the date of signing by both the parties and shall continue for a period of Two (2) years from the Effective Date. The parties have the option to extend the Agreement at terms mutually agreed upon by both the parties unless earlier terminated.

12. Termination

a. Either party may terminate this Agreement with or without giving any reasons whatsoever by giving 30 days prior written notice of to the other party.

b. In the event of breach non defaulting party shall be entitled to terminate the agreement by providing written notice, of 30 days to the defaulting party. If defaulting party fails to remedy the breach within 30 days of receiving notice, this agreement shall terminate immediately upon expiry of the aforementioned 30 days period.

c. Either party may terminate the agreement immediately in the event any law or government-enacted regulation or decree renders the performance by a Party of its



obligations hereunder onerous or otherwise inexpedient; or as mutually agreed by both the parties.

d. Upon expiry of the Agreement for any reason, **MGMCH** shall promptly return to **RLS** all the written instructions, if any, issued by **RLS**.

13. Amendments

Any amendments or modifications of this Agreement may only be made upon mutual consent and have to be made in writing.

14. Arbitration

The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation. If the matter cannot be resolved in the normal course of business any interested party shall give the other party written notice of any such dispute not resolved, after which the dispute shall be referred to more senior executives of both parties, who shall likewise attempt to resolve the dispute. In case an amicable settlement of disputes arising in connection with the present Agreement or further agreements resulting thereof is not possible within 30 days of the arising of dispute, such disputes shall be referred to a sole Arbitrator acceptable to both parties under the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai and language of the arbitration shall be English.

15. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with Indian Law. It is mutually agreed by and between the parties hereto that only an appropriate court of jurisdiction in Mumbai shall be entitled to entertain and try any disputes arising out of or in connection with the Arbitration under Article 14 hereto.

16. Notices

All notices in context of this Agreement will be served to the following persons as per the address detailed.

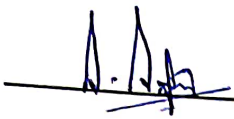

Dr. Seema Gupta (Medical Officer)
Mahatma Gandhi Mission Medical College & Hospital
Kamothe,
Sector-18,
Navi Mumbai,
Dist. Raigad - 410209,
Maharashtra.

Mr. Sasi Kumar
Reliance Life Sciences Pvt. Ltd.
R – 282, TTC area of MIDC,
Thane Belapur Road,
Rabale,
Navi Mumbai 400 701.



IN THE WITNESS WHEREOF THE PARTIES hereto, have subscribed their hands to this Agreement on the day and year first here in above written,

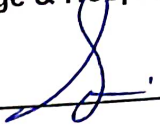
Reliance Life Sciences Pvt. Ltd.

By:  

Name: Mr. Sasi Kumar

Title: Head – Plasma Proteins

**Mahatma Gandhi Mission
Medical College & Hospital**

By: 

Name: Dr. G. S. Narshetty

Title: Dean **Dean.**
M.G.M Medical College & Hospital
Kamouli, Navi Mumbai - 410209



MGM MEDICAL COLLEGE & HOSPITAL KAMOTHE

Provider : MGM MEDICAL COLLEGE & HOSPITAL KAMOTHE Hospital ID : 50552563 ER No : PRV50552563

- Provider Information
- Provider Category
- Provider Financial Details
- Provider Info System
- Infrastructure Details

MOU

MOU Start Date * MOU End Date *

MOU Type *



Health India TPA Services Pvt. Ltd.

(T.P.A License No. 022)

Anand Commercial Co. Compound, 103 - B, L.B.S. Marg, Gandhi Nagar, Vikhroli (W), Mumbai - 400 083
Tel :-022 6686 7575 (80 Lines) Fax:-022 4247 1911/ 1957 * Email - provider@healthindiatpa.com * Website : www.healthindiatpa.com

SERVICE AGREEMENT

This Service Agreement made at Kamothe on dated 06/09/2014 between **HEALTH INDIA TPA SERVICES PVT. LTD.** a company duly registered under The Companies Act, 1956, located at Commercial Union House, 2nd floor, Wallace Street, Fort, Mumbai-400001, hereinafter referred to as '**HEALTH INDIA**' (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees) and MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE (Hospital / Nursing Home / Day Care Centre) hereinafter referred to as '**Provider**' (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors or assignees).

WHEREAS, **HEALTH INDIA** is a **Third Party Administrator (TPA)** providing Healthcare related services to its beneficiaries and clients and for this purpose **HEALTH INDIA** has created a network of service providers.

Health India TPA Services Private Limited agrees to provide the necessary medical services on the terms and conditions, hereinafter appearing:

It is now agreed by and between the parties as follows:

IDENTIFICATION

1. For the purpose of identification **HEALTH INDIA** shall provide each beneficiary with an Identity Card bearing his/ her recent photograph, name and date of birth or an Identity Card without photograph but bearing beneficiary's signature. The beneficiary will produce this card at the time of admission for the purpose of identification.

PROCEDURE FOR ADMISSION

2. Request for hospitalization should be made by the beneficiary / provider / consultant as per the admission format specimen provided (Hospitalization Request Letter). On receipt of such request and after due scrutiny, **HEALTH INDIA** will issue a **Payment Guarantee Letter (PGL)** specifying beneficiary's entitlement of benefits. The **PGL** will be either faxed to the Provider or hand delivered by the beneficiary and produced at the time of admission.

The Provider will not provide cashless benefit to any HEALTH INDIA beneficiary without PGL.

3. The purpose of hospitalization and the monetary limit of expenses that could be incurred will be indicated on the Payment Guarantee Letter. In the event of anticipated expenditure exceeding the specified limit the Provider will inform **HEALTH INDIA** in advance and seek authorization for incurring additional expenses. In the event that **HEALTH INDIA** declines and / or fails to inform



Kaacec



- the Provider, the Provider may incur such additional expenses on its own account and recover the same, directly from the beneficiary.
4. If the expenses incurred are over and above the amount guaranteed by **HEALTH INDIA** in the **Payment Guarantee Letter**, the Provider will recover the same directly from the beneficiary / patient.
 5. Expenses incurred by the beneficiary for non-medical items such as Special attendant charges, telephone, snacks, food and beverages etc. must be directly collected from the beneficiary. **HEALTH INDIA** will not be responsible for making payments for items mentioned above.
 6. The Provider will arrange to supply all medicines; injections, surgical materials and disposable items required for treatment of the beneficiary and include them in the final bill stating cost of each item. In case the provider does not have the facility to provide such items the provider shall arrange to obtain such items from outside (submit pharmacy / medical store bill). For procuring such items the provider shall issue proper prescriptions on its letterhead mentioning the date, name and ID number of the beneficiary.
 7. In case the Provider does not have facility to carry out some of the diagnostic tests required for treatment of the beneficiary, the Provider shall arrange to carry out these tests at other Diagnostic Centers and include the charges of such tests in the Final Bill, mentioning cost of each test. Requisition for such test should be made on hospital letterhead mentioning the date, name and ID number of the beneficiary (Diagnostic centers bill should be attached).
 8. After the beneficiary is discharged from the Hospital, the Provider shall submit the following documents to **HEALTH INDIA** within 7 working days:
 - Final bill: It should mention details of charges payable for necessary medical services provided and also the units of each service as per the latest submitted & approved tariff. It should not include charges such as that of telephone, snacks, beverages, barber etc, which are not covered in the Insurance policy. **The beneficiaries' signatures should authenticate the bills.**
 - Original copies of investigation reports / prescriptions, pharmacy bills (along with original bills if done from outside).
 - Original discharge card summarising symptoms with their duration, clinical findings, investigations, overall treatment, diagnosis and follow-up treatment,
 - Claim form duly signed by the patient.
 - Any other documentary evidences statutorily required under the law.

PAYMENTS

9. All payments in respect of the Final bills will be made by **HEALTH INDIA** directly to the Provider within a period of 30 days from the date of receipt of the Final bill, along with all relevant documents mentioned in clause 8 of this Service Agreement.

GENERAL



K. S. S.

Medical Superintendent 4/9



10. The Provider shall furnish to **HEALTH INDIA** the Detailed Schedule of charges for various services. The Provider will charge **HEALTH INDIA** beneficiaries on such rates that have been agreed upon. The Provider cannot change the rates without approval from **HEALTH INDIA**.
11. The Provider would ensure that the bills are in no way exaggerated. The Provider would ensure that there is no malpractice or fraud by itself, its doctors or by its staff.
12. **HEALTH INDIA's** authorised representative / Doctor are entitled to visit and verify the record books of the Provider as and when necessary. The Provider agrees to extend necessary co-operation during such visits.
13. The Provider will have no objection for using its name, and other relevant material in advertisement, promotional literature, brochure, website etc. sponsored by **HEALTH INDIA**.
14. The **HEALTH INDIA** beneficiary will be provided medical treatment by the panel of consultants attached to the provider hospital according to the practice parameters and clinical protocols established by the provider.
15. **HEALTH INDIA** will not interfere in the treatment and medical care provided to its beneficiaries. **HEALTH INDIA** will not be in any way held responsible for the outcome of treatment or quality of care provided by the Provider.
16. The Provider shall alone be liable to pay any costs, damages and/or compensation demanded by the beneficiaries for poor, wrong or bad quality of the test reports or treatment given to the beneficiary by the Provider while executing the assignment of **HEALTH INDIA**.
17. The Provider undertakes to protect the secrecy of all data of **HEALTH INDIA** beneficiary/s and trade or business secrets of **HEALTH INDIA**, and shall not share the same with any unauthorized person for any reason whatsoever with or without any consideration.
18. This Agreement shall come into force with effect from the MOU Signed date and remain in force for a period of **Three years** until terminated by either party by giving to the other not less than two months prior written notice.
19. The schedule of charges submitted by the hospital will be applicable for a period of **two years**, with effect from the date of MOU Signed and any changes henceforth has to be on terms and conditions agreed between both the parties.
20. The Bill must be as per the agreed schedule of charges. Any higher amount will be deducted from the bill.
21. In the event of termination of the Agreement **HEALTH INDIA** will be responsible for payment of bills of **HEALTH INDIA** authorized beneficiaries admitted prior to the date of termination of this Agreement.



_____ *ka...*
66
Medical Superintendent





Medical Superintendent
M.G.M. Hospital, Kamothé

HEALTH INDIA's Copy

22. I) Provider hereby ~~give 15% discount~~ ^{0% kaalera} on the total bill excluding medicines & consumables to HEALTH INDIA beneficiary. II) 17% as early payment discount (early payment discount will be valid if Health India pay the settled amount within 15 working days from the date of receipt of the final bill, along with all relevant documents mentioned in clause 8 of this service agreement).
23. Any disputes, claims arising out of this agreement are subject to arbitration and jurisdiction of Mumbai Courts.
24. Any amendments in the clauses of this Service Agreement can be effected as an addendum, after the written approval from both the parties.

In witness thereof this agreement was executed by or on behalf of the parties the day and year first before written.

Signed and delivered by the within named:

Provider MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE

Through Dr/ Shri./ Smt. Dr. K.R. Salgotra

Sign kaalera

Date: 6/9/14

Medical Superintendent
M.G.M. Hospital, Kamothé



For

HEALTH INDIA TPA Services Pvt. Ltd.

Through Dr/ Shri./ Smt. Sabhajit Singh

Sign [Signature]

Date: 23/02/2015





महाराष्ट्र MAHARASHTRA

© 2020 ©

21 SEP 2021

YH 249604



15 SEP 2021



AGREEMENT

By and Between

Inga Health Foundation (formerly known as Maaya Foundation) (hereinafter called "IHF") having its registered Office at Villa Del Mar, #10, Ambalipura, Bellandur Gate, Sarjapura Main Road, Bangalore- 560 102, Karnataka and Administrative office at Hubtown Solaris, Unit 1229, 12th Floor, N. S. Phadke Marg, Andheri (E), Mumbai – 400 069.

And

Mahatma Gandhi Missions Dental College & Hospital (hereinafter referred to as "MGM Dental College") established and administered by the Mahatma Gandhi Mission Trust (MGM Trust) and situated at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, Maharashtra – 410 209.

And

MGM Institute of Health Sciences (hereinafter called "MGMIHS") a deemed to be University under section 3 of the University Grants Commission Act, situated at Sector 1, Kamothe, Navi Mumbai, Maharashtra 410-209.

Concerned

The Care of Children with Craniofacial Deformities and Cleft Lip and Palate.



S. Srivally

Dean

M.G.M. Dental College and Hospital,
Kamothe, Navi Mumbai 410 209.

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
Navi Mumbai - 410209

Page-1



RECITALS

- A. IHF is a non-profit organization (trust) as defined by the laws of India duly organized, valid and in good standing under the laws of India. The main objective of IHF is to treat, with surgery of the highest standard, the poor and needy population/persons throughout India who are suffering from congenital skull & facial deformities like Cleft Lip, Cleft Palate, Craniofacial deformities etc which affect the said persons not only cosmetically but also functionally and psychologically. IHF with the purpose of achieving its aims and objectives proposes to fund MGM's Cleft and Craniofacial Centre- In association with IHF (Formerly known as Maaya Foundation) run by MGM Dental College in association with MGMIHS.
- B. MGM Dental College is a Dental College established and run by the Mahatma Gandhi Missions Trust (hereinafter referred to as **MGM Trust**) since year 2003 and is affiliated to the Maharashtra University of Health Sciences (**MUHS**). The MGM Dental College over the past 18 years established itself as one of the leading Dental colleges in Maharashtra. The MGM Dental College is well equipped with all the required infrastructure, facilities and has very well qualified and experienced faculty associated with it.
- C. MGMIHS is a Deemed to be University established under Section 3 of University Grants Commission Act, 1956 vide Government Notification No. F.9-21/2005-U.3 (A) dated 30.08.2006 issued by the Government of India, Ministry of Human Resource Development, Department of Higher Education, New Delhi. MGMIHS is also registered under the Societies Registration Act, 1860 and BPT Act of 1952. The MGM Medical College and Hospital is a well equipped 750 bedded hospital mainly catering to the health care and medical needs of the people residing in and around the Raigad, Navi Mumbai areas including the nearby rural areas. MGM Medical College is run and administered as a charitable hospital. MGM Medical College is well equipped with the required infrastructure, medical facilities, operations theaters, latest medical equipments and facilities in the health care field. MGM Medical College & Hospital, Kamothe, Navi Mumbai is a constituent unit of MGMIHS.
- D. MGM Dental College & Hospital and MGMIHS, Kamothe, Navi Mumbai are both jointly involved in the setting up, functioning and running of the MGM's Cleft and Craniofacial Centre.
- E. The parties, therefore, to the extent feasible desire to enter into a co-operative, joint effort (the "Collaboration") to substantially increase the number of Cleft and Craniofacial reconstruction surgeries, through financial, technical and other support from IHF.

NOW THEREFORE, THE PARTIES HERETO ARE DESIROUS TO SET OUT THE TERMS OF THIS AGREEMENT IN WRITING AND AGREE AS FOLLOWS:

1. OBJECT OF THE AGREEMENT

The object of this agreement is to create and provide the required infrastructure, facilities and financial aid/assistance to ensure that poor and needy patients in the State of Maharashtra including the Raigad, Thane, Navi Mumbai districts and adjoining areas suffering from congenital skull & facial deformities like Cleft Lip, Cleft Palate, Craniofacial deformities etc can avail the highest standard of medical facilities and medical care and attention. The object purpose and details of the collaboration are more particularly stated and described in 'Attachment A' hereto.



S.M.
Dean

M.G.M. Dental College and Hospital,
Kamothe, Navi Mumbai 410 209.

[Signature]

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences Page-2
Navi Mumbai - 410209





2. PRIMARY ROLE OF THE PARTIES

- (i) IHF agrees and undertakes to provide all the required finances/ financial assistance and pay for all the costs and expenses for the medical treatment (as per Attachment B) and care of a certain number of poor and needy patients suffering from congenital skull & facial deformities.
- (ii) MGM Dental College agrees and undertakes to provide doctors/surgeons who perform the operations/procedures and the required available expertise and infrastructure from all the other dental specialties as and when required.
- (iii) MGMIHS agrees and undertakes to provide the required medical and surgical expertise, infrastructure facilities, ward space, ICU support if required, investigation facilities, operation theatres, medical equipments, apparatus and support staff etc.

3. TERM AND EFFECTIVE DATE

The Parties agree that IHF has commenced the funding of the collaboration as on May 1, 2021 (the "Effective Date") and shall continue until April 30, 2024 (the "funding Period"), unless extended or terminated as provided in the Renewal of Termination sections below.

4. OBLIGATIONS OF THE PARTIES

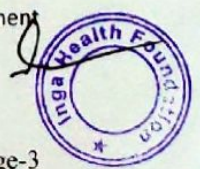
A. MGM Dental College


- i. MGM shall engage surgeons & others empaneled by IHF (Refer Attachment C) as panel consultants and provide in house anaesthetists. In the event of complex surgeries or if in house anaesthetists are unavailable, IHF shall engage services of anaesthetists empannelled by IHF who shall be panel consultants of MGM with prior approval of MGM. MGM Dental College shall provide the Maxillofacial surgeons and the infrastructure for performing the operations/procedures.
- ii. MGM Dental College shall make efforts to provide the expertise and infrastructure from the other dental specialties as and when required.
- iii. The Maxillofacial Surgeons from the MGM Dental College involved in this Cleft and Craniofacial Centre will be responsible for any research work conducted on the patients treated at the Centre. They will ensure that all scientific and ethical standards are maintained and all required clearances are sought.
- iv. MGM Dental College shall provide IHF with complete patient information for each surgical case conducted through funding of the collaboration. MGM Dental College shall provide these completed records to IHF on a monthly basis along with the monthly bills.
- v. MGM Dental College will submit a monthly statement signed and sealed by the concerned authority for the cases operated for which complete information has been supplied by MGMIHS, in the details & format prescribed (Attachment B) by IHF.
- vi. Immediately following the Effective Date, MGM will implement credentialing and monitoring procedures in accordance with IHF's Safety and Quality Improvement Protocol (Attachment E). MGM acknowledges that –



S. S. M.
Dean
M.G.M. Dental College and Hospital,
Kamothe, Navi Mumbai 410 209.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
Navi Mumbai - 410209



- 
- (i) IHF has developed the Protocol for the express purpose of ensuring and maintaining high safety standards, quality improvement and quality control,
 - (ii) The adoption and continued implementation of the Protocol by MGM is a condition to IHF's obligations hereunder. In the event that any patient is harmed in any manner that is not in the ordinary course of cleft and craniofacial operations (Sentinel Event: death of the patients) MGM will immediately notify IHF of such event and
 - (iii) Implement the review process (Attachment E) set forth by IHF for Sentinel Event protocol. As part of the Protocol, MGM specifically undertakes to report all sentinel events within 24 hours of the event's occurrence using IHF's Reporting Form.
 - vii. MGM Dental College shall be responsible for maintaining the office of MGM's Cleft and Craniofacial Centre – In association with IHF (Formerly known as Maaya Foundation) located in the Dental College premises.
 - viii. On a semi-annual basis, the representatives of MGM Dental College will meet with representatives of IHF to evaluate the progress of the project. At the time of each meeting, MGM Dental College will provide IHF with a narrative report (consisting of the monthly reports) based on the case sheets and cases done under this agreement documenting the progress of the collaboration. The report shall have monthly/month wise breakdown of the number of surgeries performed, split up by the categorization of surgical treatment. The parties shall mutually decide with prior intimation to each other the venue, date and time of each of the meetings.
 - ix. MGM Dental College agrees to participate in IHF CLP Database (A free, global, cleft and craniofacial care database) by submitting the completed patient record information, which includes the patient consent form to share this information (which will be filed at the IHF office), besides the surgery.
 - x. At the end of every year of operation MGM Dental College will submit a final written report that includes progress of the project to date and outlining the specific programs planned for the coming year.
 - xi. At the end of every period of 12 months from execution of this Agreement the duly authorized representative of MGM Dental College shall provide to IHF a certificate confirming the use of the Funded Amount.

B. MGMIHS

- i. MGMIHS shall engage surgeons/doctors required to perform the operation and procedures. MGMIHS will empanel Anesthetists in all cases in addition to using in house anaesthetists. IHF may refer/suggest doctors and/or surgeons to be engaged on case to case basis (Refer Attachment C). The prior written consent and approval of the Medical Superintendent of the MGM Medical College and Hospital shall be taken.
- ii. MGMIHS shall make all efforts and endeavours to provide the facilities as stated herein. The Speech Therapist will be provided as and when required, subject to availability.
- iii. As regards the care of patients, MGMIHS and MGM Dental College in collaboration with the surgical team, will follow guidelines & protocols (Attachment D) laid down by IHF, in choosing patients for treatment, using methods of treatment & necessary documentation. ('SAFETY AND QUALITY IMPROVEMENT PROTOCOL INCLUDING INSURANCE').



S. M.
Dean

I.G.M. Dental College and Hospital,
Kamothe, Navi Mumbai 410 209.

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
Navi Mumbai - 410209

Page-4





- iv. MGMIHS shall provide IHF with complete patient information for each surgical case conducted through funding of the collaboration. MGMIHS shall provide these completed records to IHF on a monthly basis along with the monthly bills.
- v. Immediately following the Effective Date, MGMIHS will implement credentialing and monitoring procedures in accordance with IHF's Safety and Quality Improvement Protocol (Attachment E).
- vi. MGMIHS acknowledges that:-
 - IHF has developed the Protocol for the express purpose of ensuring and maintaining high safety standards, quality improvement and quality control.
 - The adoption and continued implementation of the Protocol by MGMIHS is a condition to IHF's obligations hereunder. In the event that any patient is harmed in any manner that is not in the ordinary course of cleft and craniofacial operations (Sentinel Event: death of the patients) MGMIHS will immediately notify IHF of such event and Implement the review process (Attachment E) set forth by IHF for Sentinel Event protocol.
 - As part of the Protocol, MGMIHS specifically undertakes to report all sentinel events within 24 hours of the event's occurrence using IHF's Reporting Form.
 - On a semi-annual basis, the representatives of MGMIHS will meet with representatives of IHF to evaluate the progress of the project. At the time of each meeting, MGMIHS will provide IHF with a narrative report (consisting of the monthly reports) based on the case sheets and cases done under this agreement documenting the progress of the collaboration. The report shall have monthly/month wise breakdown of the number of surgeries performed, split up by the categorization of surgical treatment. The parties shall mutually decide with prior intimation to each other the venue, date and time of each of the meetings.

C. Inga Health Foundation (IHF)

- (i) IHF will contribute financial support as per 'Attachment B'.
- (ii) The Funded Amount will be for the exclusive services provided by MGM Dental College and MGMIHS such as infrastructure & clinical support services. MGM Dental College/ MGM Medical College & Hospital shall invoice IHF on a monthly basis, by the 5th of the succeeding month. All Payments of the month in concern will be made at the end of the succeeding month. The payments shall be made in the name of "MGM Dental College and Hospital" or "MGM Medical College & Hospital" based on the service provided & invoices raised by the respective hospitals.

Bank Details for wire transfer are as follows:
MGM Medical College & Hospital, Kamothe
IDBI Bank, Kalamboli Branch, Account No. - 725102000001106, IFSC - IBKL0000725

MGM Dental College and Hospital Cleft and Craniofacial Centre
IDBI Bank, CBD Belapur Branch, Account no. - 0183104000340083, IFSC - IBKL0000183



S.M.
Dean
M.G.M. Dental College and Hospital,
Kamothe, Navi Mumbai 410 209.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
Navi Mumbai - 410209



(iii) All surgeries shall be performed by Maxillofacial surgeons from MGM Dental College. The parties agree that in certain complex or special cases or surgical missions IHF will refer/suggest surgeons/doctors or provide MGMIHS with a team of empanelled surgeons to conduct surgeries. The prior written approval of Medical Superintendent of MGM Medical College shall be taken in this regard.

(iv) IHF will provide guidelines and protocols (Attachment F) for treatment & management of patients & patient services.

(v) IHF shall ensure that efforts are made to operate on the patients at the earliest.

5. REPRESENTATIONS OF THE PARTIES

A. MGM Dental College / MGMIHS

MGM Dental College and MGMIHS validly exist and in good standing, duly registered under Societies & Trust Act, with the Statutory Authorities and have the requisite authority to carry on its activities mentioned herein. Any change to this status shall be reported immediately to IHF.

B. IHF

IHF is a not-for-profit Trust, as defined by Indian Societies and Trusts Act, duly registered, validly existing and in good standing under the laws of India and has the requisite corporate authority to carry on its activities as now being conducted. Any change to this status shall be reported immediately to MGM Dental College and MGMIHS.

6. REVIEW MEETINGS

A review meeting shall be held at the end of the financial year (yearly meeting) wherein the representatives from MGM Dental College, MGMIHS and IHF will meet to assess the progress of the work carried out under this agreement and of the funding efforts/financial needs. The decision to continue the project will be in consultation with the said organisations involved i.e. MGM Dental College, MGMIHS and IHF. The parties shall at the review meeting decide on the renewal of the agreements and agree upon terms and conditions as may be mutually agreed by and between the parties.

In case either of the parties is desirous not to renew the agreement or discontinuing the work under the agreement, a minimum of 90 days written notice shall be required to be given. During the said 90 days period the parties shall be bound to comply with their respective obligations and duties under this Agreement. The parties shall undertake only such work/operations which shall be completed (including recovery and post operation period) within the said 90 days period. IHF agrees and undertakes to pay all the bills as per the procedure during this 90 day period.

7. INFRASTRUCTURE REQUIREMENTS

MGM Dental College and MGMIHS shall make all efforts to provide the following services (on a need basis) to the patient:-

1. Admission/Case sheet
2. All routine investigations (As necessary/on need basis) - Blood tests, ECG, Electrolytes, Serology, Chest X-rays
3. Paediatric review (As necessary/on need basis)
4. Physician review (As necessary/on need basis)



S. S. S.
Dean

M.G.M. Dental College and Hospital,
Kamothe, Navi Mumbai 410 209.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
Navi Mumbai - 410209



Page-6



5. ENT review (As necessary/on need basis)
6. O.T. Procedure
7. Available ICU facilities
8. Concessional / Charitable ward with food and stay as required
9. Suture removal / Sedation / O.T.
10. Medicines
11. To and Fro transportation fares for patient and guardian as per state transport /railway fare during admission and one follow-up.
12. Comprehensive patient care including Orthodontics/ Dental, Speech Therapy, Patient Welfare, Project Manager Expenses and Search & awareness expenses etc.

The consulting doctor, surgeon, pediatrician or anesthetists shall decide the need and necessity of the services.

8. PUBLIC RELATIONS/PUBLICATIONS

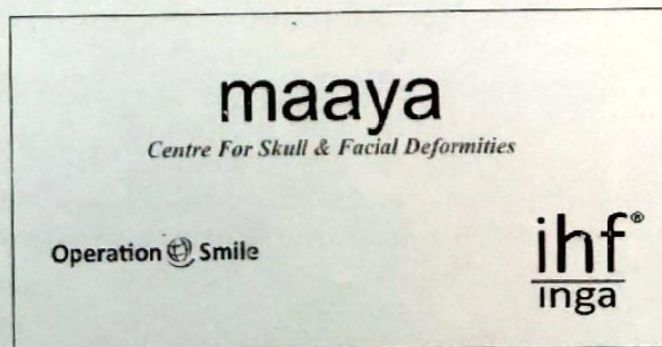
IHF reserves the right to publicize the cooperative efforts between the parties through the use of literature, photographs, video film production and other media. IHF will also issue press releases and have the option to hold press conferences to announce the project and its progress over the duration of the funding period. MGM Dental College and MGMIHS shall also have the same rights as that of IHF in respect of public relations.

The parties agree to be receptive to assisting in each other's efforts for publicity and/or additional fundraising. The parties agree, acknowledge and accept that the words "IHF/Maaya" and the logo of the IHF are the exclusive intellectual property of IHF.

The parties agree that all rights of and for publication of every kind and nature concerning the co-operation between them lie JOINTLY with the parties (e.g. Photographs, Press, TV, Radio, Internet, Videoc). The parties will aid and assist each another in their efforts to publish the mutual activities. The parties grant each another, without prior consent, authority to use its name and/or corporate logo when publishing their co-operation. The said concession is valid only during the funding period or till the duration of the project/term of this agreement.

MGM Dental College and MGMIHS agrees to refer in its own publications to the cooperation with IHF.

MGM Dental College and MGMIHS will affix or display at an appropriate place a name plate of a size considered appropriate by MGM Dental College and MGMIHS with the following inscription:
MGM's Cleft and Craniofacial Centre- In association with IHF (Formerly known as Maaya Foundation)



S. R.

Dean

M.G.M. Dental College and Hospital,
Kamothe, Navi Mumbai 410 209.

[Handwritten signature]

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
Navi Mumbai - 410209



9. PROJECT MANAGEMENT & ADMINISTRATION

MGM Dental College and MGMIHS will accept one of the surgeons at the centre under the designation of "Centre Director by IHF". All clinical matters shall be reported to the Centre Director of the Cleft & Craniofacial Project, Dr. Adil Gandevivala, who will be completely responsible for services provided, management of the centre, for communication and collaboration with IHF.

Similarly, MGM Dental College and MGMIHS will report all administrative matters to the Administrator of the Cleft & Craniofacial Project- Mrs Sangeeta Dave, who will be completely responsible for Patient Recruitment, Comprehensive care and other administrative duties.

10. LIABILITY

Anaesthetists/surgeons/doctors of IHF, MGM Dental College and MGMIHS and other medical professionals working for the IHF project from MGM Dental College and MGMIHS will assume liability for all medical treatment, interventions. MGM Dental College and MGMIHS agree, during and after termination of this agreement to indemnify IHF, its affiliates, members, officers, directors, employees, agents and representatives (each such person, an "Indemnified Party") against all losses, damage, liability and expenses incurred as a result of a violation of this agreement and from all claims, damages, causes of action or suits of any person arising from medical treatment, intervention and care and from all acts and omissions in connection with the performance of this agreement, except to the extent IHF surgeons/anaesthetists are legally liable for the operation done and treatment given by them.

MGM Dental College and MGMIHS shall be responsible for compliance with all laws, statutes, ordinances, orders or codes of any public or governmental authority pertaining to this agreement, and for payment of all taxes, permits, license and registration fees and other charges or assessments arising out of the establishment and operation of the co-operation. IHF is indemnified from the above said responsibilities.

11. TERMINATION

- A. This agreement may be terminated by either party without assigning any reasons and by giving 90 days notice of its intention to do so, in writing to the other or at the end of the period of this agreement, if not renewed.
- B. Notwithstanding the above, either party reserves the right to terminate this agreement by giving one month's notice (30 days), at its sole discretion, in the event of fraud, gross violation of medical standards or wilful and malafide misrepresentations of facts.
- C. The agreement shall also stand terminated forthwith if so directed by any statutory body or government department acting within the framework of the law.
- D. On the termination of this agreement, MGM Dental College and MGMIHS shall return all records, publicity material, brochures, etc. pertaining to the Project, and furnish to IHF a full accounting of the disbursement of funds and expenditures incurred under the grant up to the effective date of termination. IHF shall pay for all the expenses and all the pending bills including unbilled amounts shall be cleared and paid (as per Attachment B).
- E. All equipments funded by IHF, shall remain the property of IHF. In the event that the project & the agreement stands terminated, IHF reserves complete rights to repossess within a period of 15 days the said equipments & instruments & re-deploy it to another centre, failing which MGM Dental College and MGMIHS shall not be responsible or liable for the upkeep and safety of the said equipments. In the event IHF fails to repossess the said equipments within the period of 15



days, MGM Dental College and MGMIHS shall be at the liberty and is hereby unconditionally permitted to use (free of cost/without any payments of whatsoever nature) or dispose the said equipment as it deems fit and proper. IHF agrees and undertakes that in such an eventuality, IHF shall have no claims of whatsoever nature against MGM Dental College and MGMIHS.

F. On termination IHF shall pay the unpaid balance of all expenses incurred by MGM Dental College and MGMIHS and also the outstanding bill amount as agreed by IHF for funding.

12. Disputes

The parties agree that all disputes, difference and issues shall be sorted out/worked out by and between the parties by mutual discussions and conciliation, failing which through the process of Arbitration under and in accordance with the Arbitration Act 1996. All disputes relating to this agreement shall be subject to the jurisdiction of courts at Navi Mumbai only.

13. AMENDMENT

This agreement shall not be amended or modified except by an instrument in writing signed by all the parties.

14. NON DISCLOSURE

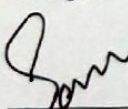
The contents of this agreement are privileged and confidential, and the parties undertake not to divulge the same to any third party without the prior, express written permission of the others. The only exceptions to this will be their duly appointed legal attorneys and advisors or duly empowered statutory bodies and government agencies acting within the requirements of the law. The parties also undertake to institute all reasonable steps to ensure that the confidentiality is maintained within their respective organizations and by their respective employees, agents, contractors, consultants, doctors and staff.

15. OTHERS

- A. This agreement is on a 'principal-to-principal' basis and it does not confer any right to either party to represent the other, act on its behalf as its agent or authorized representative, issue public statements, make commitments of any kind or claim any relationship beyond the one provided in the agreement. It is explicitly acknowledged by the parties that the term 'partnership/collaboration' in the context of this Agreement does not constitute a partnership firm.
- B. In the event of any dispute arising out of this agreement, the parties accept and acknowledge that the laws of India shall apply, and the same shall be resolved by arbitration as per the Arbitration and Reconciliation Act 1996.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates written below:

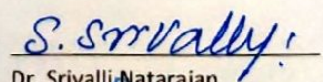
For Inga Health Foundation:

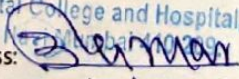

G.S. Ganesh
Chairman

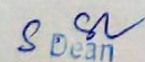



Witness:
Date:
Place:

For MGM Dental College and Hospital


Dr. Srivalli Natarajan
Dean
M.G.M. Dental College and Hospital,
Kamothe, Navi Mumbai 410209

Witness: 
Date: 22/11/2021
Place: Navi Mumbai


Dean
M.G.M. Dental College and Hospital,
Kamothe, Navi Mumbai 410 209.


Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
Navi Mumbai - 410209

For MGM Institute of Health Sciences



Dr. Rajesh B. Goel
Registrar

Dr. Rajesh Goel MGM Institute of Health Sciences
Navi Mumbai - 410209

Witness

Date :-

Place:-

Registrar
[Handwritten signature]
22/10/21

Navi Mumbai

ATTACHMENT A : PROJECT SUMMARY

Title of Project:

MGM's Cleft and Craniofacial Centre - In association with IHF

Project Description/Objectives:

It is estimated that approximately 60,000 children are born with this birth defect i.e cleft lip and cleft palate in India each year. A large majority of these children (estimated at 80%) grow into adulthood without receiving any reconstructive surgery for want of finances/monies. The goal of the IHF Cleft & Craniofacial Programme is to provide financial assistance to MGM's Cleft and Craniofacial Centre- In association with IHF so as to perform a significant number of cleft reconstructive surgeries and craniofacial surgeries by providing a full and comprehensive rehabilitation package of services to as many affected children as possible.

Funding support to achieve this objective will be provided by IHF as part of its global commitment to helping children born with cleft lip and cleft palate. The surgeries will be conducted through the MGM Dental College and MGMIHS.

It is estimated that as a result of this funding, at least 300 reconstructive surgeries that include cleft / craniofacial surgeries will be performed per financial year. The financial support for surgeries is further outlined in 'Attachment B'.

For Inga Health Foundation:

G.S. Ganesh
Chairman



Witness:
Date:
Place:

For MGM Dental College and Hospital

S. Srivalli
Dean
MGM Dental College and Hospital,
Navi Mumbai 410 209.

Witness: [Signature]
Date: 22/10/2021
Place: Navi Mumbai

For MGM Institute of Health Sciences

[Signature]
Dr. Rajesh Goel
Registrar

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
Navi Mumbai - 410209

Witness
Date :-
Place:-

[Signature]
22/10/21
Navi Mumbai.

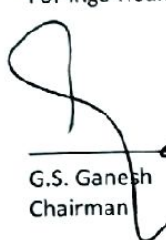
ATTACHMENT B: SCHEDULE OF FUNDING SUPPORT BY CATEGORY OF SURGERY

SR. NO.	INTERVENTION / TYPE OF SURGERY PAYMENT IN INDIAN RUPEES / PER SURGERY	
	PROCEDURES	AMOUNT (INR)
1	Cleft Lip and Palate	22,000.00
2	Maxillofacial	44,000.00
3	Craniofacial**	70,000.00

**Note: Maximum bill amount up to Rs 70,000


Note: Rates will be same during the contract period and will be reviewed after the 3 years lock-in period.

For Inga Health Foundation:


 G.S. Ganesh
 Chairman



For MGM Dental College and Hospital


 Dr. Srivalli Natarajan
 Dean
 MGM Dental College and Hospital,
 Kamothe, Navi Mumbai 410 209.

Witness:

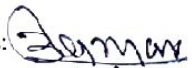
Date:

Place:


Witness:

Date:

Place:


 22/10/2021
 Navi Mumbai


For MGM Institute of Health Sciences


 Dr. Rajesh B. Goel
 Registrar
 MGM Institute of Health Sciences
 Navi Mumbai - 410209

Witness

Date :-

Place:-


 Registrar
 22/10/21
 Navi Mumbai

ATTACHMENT C: EMPANELMENT OF SURGEONS & OTHER CONSULTANTS

The nominated surgeons & care providers for each specialty from IHF & MGM are as follows:

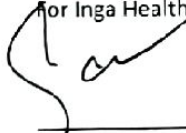
1. Prof. Dr. Krishna Shama Rao - Craniofacial Surgeon
2. Dr. Adil Gandevivala - Oral and Maxillofacial Surgeon
3. Dr. Chetana K - Maxillofacial Surgeon
4. Dr. Rolson Sandeep - Maxillofacial Surgeon
5. Dr Tarun Jain - Surgeon
6. Dr Mohd Shakeel - Surgeon
7. Dr. Srivalli Natarajan - Oral and Maxillofacial Surgeon
8. Dr Jeetendra Gavhane- Pediatrician (PICU Incharge)
9. Dr. Shrirang Sevekar - Pediatric dentist
10. Dr. Varsha Patel - Dentist
11. Dr. Amol Mhatre - Orthodontics
12. Dr. Jyoti Nadgere - Prosthodontics
13. Dr. Dattatray Bhusare - Pediatric Surgery
14. Dr. Neeraj Patni - Neurosurgery
15. Dr. Olywna D'Souza - Anesthesiology
16. Mrs Neha Patil - Speech Therapist

The non medical consultants are as follows:

1. Mrs Sangeeta Dave - Administrator
2. Mrs Ankita Patil - Cleft Nurse
3. Mr Naresh Patil - Operation Theatre Technician
4. Mr Balaji Sagar - Patient Recruitment Manager

The parties agree that the aforesaid list is subject to change (additions/deletions).

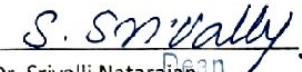
For Inga Health Foundation:



G.S. Ganesh
Chairman
Witness:
Date:
Place:




For MGM Dental College and Hospital




Dr. Srivalli Natarajan
Dean
M.G.M. Dental College and Hospital,
Kamoth, Navi Mumbai 410 209.
Witness:
Date: 22/10/21
Place: Navi Mumbai

For MGM Institute of Health Sciences



Dr. Rajesh Goel
Registrar

Witness
Date :-
Place:-


22/10/21
Navi Mumbai

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
Navi Mumbai - 410209

ATTACHMENT D: GUIDELINES AND PROTOCOLS FOR PATIENT CARE

Cleft Lip and Palate and Maxillofacial Surgery patients will be selected by the In-charge of the particular center.

All Craniofacial surgery cases will have to be pre-approved by the medical director of IHF in advance.

1. Clinical Photographs, necessary facial scans, investigations will have to be performed before the craniofacial surgery cases are sent to the Medical Director for approval.
2. Children undergoing surgical repair to clefts will be accommodated in a children's surgical environment, to reduce the risk of transmission of infection by children admitted as medical emergencies.
3. The inpatient area should be fully staffed by RSCN trained nurses.
4. Resident pediatric, surgical and anesthetic staff who are experienced in the management of fluid balance, pain control, airway and respiratory problems must be available at all times.
5. Ideally there should be a Pediatric Specialist Registrar resident on the unit or rapidly available on call.
6. Together with the surgeon, the peri-operative care of children should be the responsibility of anesthetists trained in pediatric anesthesia and the facilities of a Pediatric Intensive Care Unit (PICU) should be easily available with a protocol for the transfer of the few patients who will need pediatric intensive care.
7. There should be adequate opportunity to assess the child prior to surgery and there should be appropriate facilities and equipment available for postoperative monitoring.
8. Appropriate facilities for parents, cares and children are essential. Some will have travelled very long distances to the centre for treatment. It is essential that facilities are available both for parents and for other appropriate family members. These will include accommodation, parking, food, laundry and be in accordance with those expected at the tertiary centers. Overnight accommodation should be guaranteed for a minimum of one, but preferably both parents.
9. All parents will be informed about the hospital travel costs scheme. A designated member of the team (staff) should inform patients about benefits and other assistance which may be available to them.

For Inga Health Foundation:

G.S. Ganesh
Chairman

Witness:

Date:

Place:



For MGM Dental College and Hospital

S. Srivally
Dean
Dr. Shivaji Natarajan
MGM Dental College and Hospital,
Kamothe, Navi Mumbai 410 209.

Witness:

Date:

Place:

[Signature]
22/10/2021
NAVI MUMBAI

For MGM Institute of Health Sciences

[Signature]
Dr. Rajesh Goel

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
Navi Mumbai - 410209

Witness

Date :-

Place:-

[Signature]
22/10/21
Navi Mumbai

ATTACHMENT E: SAFETY AND QUALITY IMPROVEMENT PROTOCOLS

Safety Protocols:

The following essential items should be present at all times during and post-surgical procedures.

1. Oxygen:

The Anesthetist is to confirm prior to the start of any surgery that a separate reserve oxygen supply is in place for and dedicated to each operating table. A reserve supply, an average of a tank per 2-3 beds, must also be available in the Recovery Room. A reserve supply of one tank per ward must also be available in Post-Operative areas.

2. Blood:

The surgeon has to confirm the blood group of all the patients and adequate blood of the patient's group has to be reserved on the day of the surgery, in case need be.

3. Emergency Drugs:

The Anesthetist should confirm before the start of the surgery, the availability of adequate stock of emergency and life saving medicines. The pediatrician can also help the Anesthetist in arranging the drugs. The Nurse In-charge should inspect all drugs on routine basis to check for expiry and replace the drugs after the expiration date.

4. Post-operative management:

Rigorous monitoring of the patient in the recovery room and post-operative wards is mandatory. The recovery room nurse must be qualified in pediatric advanced life support, in case of emergency. The recovery room and post-operative ward must be equipped with a monitor capable of pulse oximetry and a suction machine for the exclusive use of post-operative patients.

5. Sterilization:

All instruments that will be used for surgery and post-operative care must be sterile. The surgical instruments should be autoclaved using indicator strips to confirm the sterility. All procedures should be followed using aseptic principles in accordance with the Universal policy of asepsis.

For Inga Health Foundation:

G. S. Ganesh
Chairman



Witness:
Date:
Place:

For MGM Dental College and Hospital

S. Srivalli
Dr. Srivalli Natarajan
Dean
M.G.M. Dental College and Hospital,
Kamotha, Navi Mumbai 410 209.

Witness: [Signature]
Date: 22/11/2021
Place: NAVI Mumbai

For MGM Institute of Health Sciences

[Signature]
Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
Navi Mumbai - 410209

Witness
Date :-
Place:-

[Signature]
Registrar
22/11/21
Navi Mumbai

ATTACHMENT F: GUIDELINES AND PROTOCOLS FOR TREATMENT AND MANAGEMENT OF PATIENTS AND PATIENT SERVICES

- 1. Age:** Patient should be at least 6 months of age for cleft lip surgery and 12 months of age for cleft palate. Maxillofacial and Craniofacial surgery patients can be younger if the Medical Director of Inga Health Foundation has approved the case and Anesthesiologist are competent to manage the patient. In such case Anesthetist trained in pediatric anesthesia is highly recommended.
- 2. Surgery selection:** Cleft patients will be selected by the In-charge of the particular project. Maxillofacial and Craniofacial surgery patients will have to be pre-approved by the Medical Director.
- 3. Scheduling:** Patients younger than 2 years will be posted early in the day. If two patients of same age are present, then cleft palate should be given preference. Cleft palate patients should be avoided as last patients of the day, if possible. When scheduling Maxillofacial and Craniofacial surgery patients, a bed must be reserved in the pediatric ICU. The pediatric intensivist must be informed in advance for post-operative management.
- 4. Patient factors:** The minimum weight of the patient for cleft lip surgery, the parties shall follow the WHO guidelines. The patient should be at least two SD from normal. Any patient below this recommended range should be enrolled in the nutrition program and surgery deferred until adequate weight and Hb is attained. In case of low Hb, the patient will be counseled by the Pediatrician and relevant medications to improve the Hb will be given to the patient. The patient has to be followed up at regular intervals to check for the increase in HB. Under NO circumstances should Pre-operative blood transfusion to improve Hb be administered. Blood transfusion should be limited to post-operative patients in whom excessive blood loss has happened during the surgery.
- 5. Surgery Technique:** The attending surgeon will be the best guide on the selection of the technique of the surgery. If the surgeon is not credentialed or is a trainee, the in-charge of surgery should be making the decision and the surgeon will operate under complete and direct supervision. Inga Health Foundation will NOT take responsibility of the surgery if not performed by an Inga Health foundation empanelled Physician.
- 6. Postoperative Medication:** The In-charge of the project will decide on the use of post-operative medications. This includes antibiotics, analgesics and other medications as necessary.

For Inga Health Foundation:

G.S. Genesh
Chairman

Witness:
Date:
Place:



For MGM Dental College and Hospital

S. Srivally
Dean
MGM Dental College and Hospital,
Kamathe, Navi Mumbai 410 209.

Witness: [Signature]
Date: 22/10/2021
Place: Navi Mumbai

For MGM Institute of Health Sciences

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences

Dr. Rajesh Goel Navi Mumbai - 410209

Witness
Date :-
Place:-

[Signature]
Registrar
22/10/21
Navi Mumbai

ATTESTED BY ME

Adv. ASHOK K. DAIKAR
B.Com., LL.B., G.D.C. & A.
NOTARY GOVT. OF INDIA
Reg. No. 5873.

- 2 DEC 2021

LETTER OF AGREEMENT

This Letter of Agreement (LoA)

Signed on

29th Day of April 2017

Between

AIDS Health Care Foundation – India Cares

&

MGM Institute of Health Sciences Trust, Navi-Mumbai

INTRODUCTION

India has one of the largest numbers of population living with HIV/AIDS in the world. Given the prevalence rate of 0.26 percent, 21 lakh people are estimated to be living with HIV/AIDS in the country¹. To halt and reverse the epidemic it is imperative to ensure early testing and treatment and care.

AIDS Health Care Foundation (AHF) – India Cares and MGM Institute of Health Sciences Trust, Navi Mumbai, are hereinafter referred to together as “the parties”

Article 1

1. AIDS HEALTH CARE FOUNDATION – INDIA CARES

1.1 AIDS Healthcare Foundation (AHF) Established in 1987 in Los Angeles United States is one of the largest not-for-profit HIV & AIDS organizations in United States and is present in 38 countries in the world providing cutting edge medicine and advocacy regardless of their ability to pay. For more details visit website www.aidshealth.org.

1.2 “India Cares” under the aegis of AHF is established as a trust in Delhi. Collectively called AHF India Cares, the trust carries forward the vision and mission of AHF Global in India. AHF worldwide currently treats more than 7,12,675 HIV positive people free of cost. In India, we are providing free ART to more than 1600 people. Our prevention program includes free community based Rapid HIV testing and distribution of condoms.

Article 2

2. MGM INSTITUTE OF HEALTH SCIENCES TRUST, NAVI MUMBAI

2.1 The MGM Institute of Health Sciences Trust was established on 28th March 2006 with a futuristic vision to provide qualitative education by applying innovative and dynamic pedagogical techniques. Since inception, the Trust has focused on providing health care services, medical education with dedication and commitment.

¹ Technical Estimates NACO, 2015

LoA between AIDS Health Care Foundation (AHF) – India Cares and MGM Institute of Health Science, Trust Navi Mumbai

- 2.2 Service to society at the grass root level has been the basic vocation of the Trust along with education. The Trust has been instrumental in providing prompt and efficient health care services to the economically weaker sections of the society. The Trust hospitals and Medical colleges underscore its commitment to human resource development and social health and welfare.

Article 3

3 RATIONALE FOR PARTNERSHIP

- 3.1 The total number of people living with HIV/AIDS (PLHA) in India is estimated at 21.2 lakhs in 2015. Despite the reduction in the overall prevalence, there are emerging vulnerabilities which need to be addressed. The epidemic in the country is changing according to emerging vulnerability factors related to poverty, migration, marginalization and gender. As per the Technical Estimates, 86% of those infected are in the age group of 15 to 49 years, which is one of the most productive segment of the society irrespective of the sectors, in which, they have engaged. The global objective to end the AIDS epidemic by 2030, is only possible with active and meaningful involvement of all stakeholders.
- 3.2 Vulnerability of HIV cannot be completely ignored among young people. In the absence of right guidance and information at the young age, they are more likely to have exposure to sexual experiments which may lead to high risk behaviors. The prevalent social stigma and discrimination is another challenge. Though National AIDS Control Program has appropriate strategies in reaching out high risk, vulnerable groups and youths to reduce new infections and reduce mortality rates, there is still a gap of around 12 lakh people against the estimated numbers who are not aware of their HIV status and continue to transmit HIV.² AHF India Cares have been striving to complement the efforts of the Government to reduce this gap by promoting community based rapid testing program and linking all to ART treatment. The scope

²Report of the Mid Term Appraisal of NACP IV
LoA between AIDS Health Care Foundation (AHF) – India Cares and MGM Institute of Health Science, Trust Navi Mumbai

of community based rapid testing in reaching out to the unreached masses and offering the complete cascade of services is the objective of this partnership.

- 3.3 MGM Institute of Health Sciences Trust can play a crucial role in supporting the global objective of ending the AIDS epidemic by 2030 in partnership with AHF India Cares.

Article 4

4 SCOPE OF THE PARTNERSHIP

MGM Institute of Health Sciences Trust can complement to the objectives of AIDS Healthcare Foundation by

- a) Enhancing coverage and reach of HIV prevention messages through the outreach program in the villages, among students, staff and faculty.
- b) Provide subsidized diagnostics and treatment to people infected and affected by HIV which is in congruent to the organization's mission.
- c) Through the medical colleges, it could be one of the first few private institutes to provide HIV fellowship training programs to medical practitioners in the region.
- d) Provide training to medical practitioners on universal precaution, management of HIV/AIDS & TB and house based care.
- e) Provide stigma free services to all the HIV infected and affected people.
- f) Identify and provide free HIV testing services to the vulnerable and high risk people in the nearby communities.

Now, therefore, in consideration of the foregoing rationale and scope, the parties i.e. MGM Institute of Health Sciences Trust and AIDS Healthcare Foundation India Cares agree to cooperate and collaborate in the overall goal of halting and reversing of HIV epidemic in the following areas

Article 5

5 OBJECTIVE OF LoA

- 5.1 Reaching out to the large numbers of people on HIV/AIDS prevention, testing and treatment diagnostics and other related services with regardless of their ability to pay.
- 5.2 Provide training and fellowship programs to medical practitioners on Universal precaution and management of STI/HIV/AIDS.
- 5.3 Create awareness among the students, faculty and other allied staff members regarding STI/HIV/AIDS.
- 5.4 Providing stigma free prevention, testing, diagnostic and treatment service to all HIV infected an affected people including TB and Hepatitis patients.

Article 6

6 KEY DELIVERABLES

- 6.1 Issue advisory in all MGM Institute of Health Sciences Trust regarding the LoA and share the jointly develop work to all institutions for implementation and periodic monitoring.
- 6.2 Inclusion of content on Universal precaution, STI/HIV management and the need for impact mitigation of HIV appropriately in different courses thereby developing a cadre of trained HIV specialists in the country.
- 6.3 Incorporating HIV related prevention and testing services in all outreach activities under the MGM Institute of Health Sciences Trust.
- 6.4 Providing free or subsidized (as per agreement) diagnosis and treatment for people infected and affected with HIV based on mutual agreement.

- 6.5 Providing stigma free services to all infected and affected communities regardless of their ability to pay the Trust and during outreach programs at the community level.
- 6.6 Collaborate in all the upcoming and ongoing campaigns of AHF for example "fund the Fund "(to increase contributions of countries to the Global Fund for HIV/TB and Malaria), advocacy on drug pricing which aims to reduce the cost of life saving medicines, stopping the war on the bodies of women etc.

Article 7

7 ROLES OF BOTH PARTIES

7.1 ROLE OF MGM INSTITUTE OF HEALTH SCIENCES, TRUST

- 7.1.1 Advisory issued to all MGM Institute of Health Sciences Trust regarding the LoA and sharing of the broad annual action plan.
- 7.1.2 Advisory to start planning and development of the annual action plan of each institute with the objective set in the LoA for (Jan – Dec).
- 7.1.3 Advisory issued to all educational Institutions under MGM Institute of Health Sciences Trust to form youth health clubs for students promoting sexual reproductive health awareness, HIV/STI prevention programs and offer HIV testing and treatment services if needed.
- 7.1.4 To include information on STI/ HIV prevention & services, voluntary blood donation and prevention of intravenous drug use, in health-related courses and printed materials and to include HIV related questions in competitive examinations conducted at all levels.
- 7.1.5 Screening of movies/documentaries on HIV/AIDS in the institutions to sensitize them on issues related to HIV/AIDS and drug pricing.

- 7.1.6 Observing World AIDS Day, International condom day, day of the girl child, international transgender day and other relevant days.
- 7.1.7 Inclusion of HIV/AIDS topic in the induction and training programs of undergraduate & post graduate students and employees of Institutes.
- 7.1.8 Designing and implementation of short term courses/ fellowships on prevention and management of HIV to develop local resource pool
- 7.1.9 Outreach activities under the MGM Institute of Health Sciences Trust to include providing HIV related prevention and testing services with a focus of reaching the poor and marginalized sections of the society.
- 7.1.10 Provide free or subsidized (as per agreement) diagnosis (mutually agreed costs) and treatment for people infected and affected with HIV.
- 7.1.11 Provide stigma free preventing, testing, diagnostic and treatment services to all HIV infected and affected people.
- 7.1.12 Sharing of information periodically and regularly as mentioned in the implementation of the LoA.
- 7.1.13 Reflection of activities undertaken in the LoA in the website and annual report of MGM Institute of Health Sciences Trust.
- 7.1.14 Sensitization of staff and students in dealing with the issues of LGBTQI communities and establish service centre exclusively for them

7.2 ROLE OF AHF India Cares

- 7.2.1 Provide technical support to implement prevention and testing services in the different Institutes of MGM Institute of Health Sciences Trust.
- 7.2.2 Provide technical support for capacity building of all employees and students under MGM Institutes to include HIV/AIDS as a topic in their induction and other training program.
- 7.2.3 Provide technical support in developing courses on prevention and management of HIV/AIDS and to obtain accreditation for the same as per regulatory bodies guidelines (MGMIHS/NACO/MCI/UGC)
- 7.2.4 Provide condoms and rapid test kits for prevention and testing services in house and outreach programs.
- 7.2.5 Monthly payment of bills based on the jointly agreed subsidized costs of diagnostic and treatment for the infected and affected population.
- 7.2.6 Provide training to medics, paramedics and community outreach staff on community based HIV rapid testing program.
- 7.2.7 AHF will provide technical support in form of human resources, logistics and management of biomedical waste during outreach activities in community.
- 7.2.8 AHF will operate satellite clinic in MGM Medical College & Hospital, Navi-Mumbai to provide health care services & support to patients living with HIV.
- 7.2.9 Establishments of state of art - ART centre In MGM Medical College & Hospital, Navi-Mumbai.
- 7.2.10 Establishment of state of art -ART Centre in MGM Medical College & Hospital Aurangabad Campus.

7.2.11 AHF through provide through JCC, Kalamboli will provide care & support for destitute women living with HIV.

7.2.12 Periodical and regular replenishment of commodities like condoms and HIV rapid test kits based on the indents submitted by MGM Institute of Health Sciences Trust.

7.2.13 Provide technical assistance to establish service centers and provide services for LGBTQI under different Institutes of MGM Institute of Health Sciences Trust.

Article 8

8 EXECUTION OF LoA

8.1 Parties will set up a joint working group, with the officials in the two institutions within 7 working days after signing of the LoA for its implementation.

8.2 The meeting of the Joint Working Group will be held every quarter for the first 2 years and later bi-annually.

8.3 The first meeting of the joint working group will develop the list of services that will be provided free and the costing of the subsidized services.

8.4 The joint working Group will also review cost and need for revision annually.

8.5 The joint working group will be responsible in developing annual work plans (Jan -Dec) and its regular monitoring for the successful implementation. The working group will also propose mid-course correction and implement the same.

8.6 This LoA will be operative with effect from the date 29th April 2017 and any alteration / modifications can be carried out with the consent of both parties.

8.7 The individual projects envisaged under this LoA will be formulated based on Log Frame Analysis indicating resources sharing / budgets.

8.8 LoA can be invalidated with three months' prior notice on either side.

The parties herein have appended their respective signatures the day and the year above stated.

SIGNED FOR AND ON BEHALF OF MGM INSTITUTE OF HEALTH SCIENCES TRUST, NAVI-MUMBAI.



1. DR. RAJESH GOEL
REGISTRAR, MGMIHS
NAVI-MUMBAI.



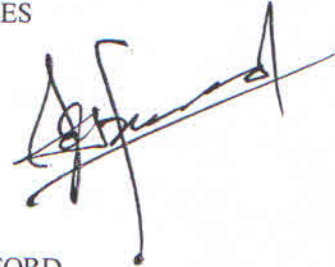
2. DR. S N KADAM
TRUSTEE, MGMIHS,
NAVI-MUMBAI.



SIGNED ON 29TH APRIL 2017

SIGNED FOR AND ON BEHALF OF AIDS HEALTH CARE FOUNDATION.

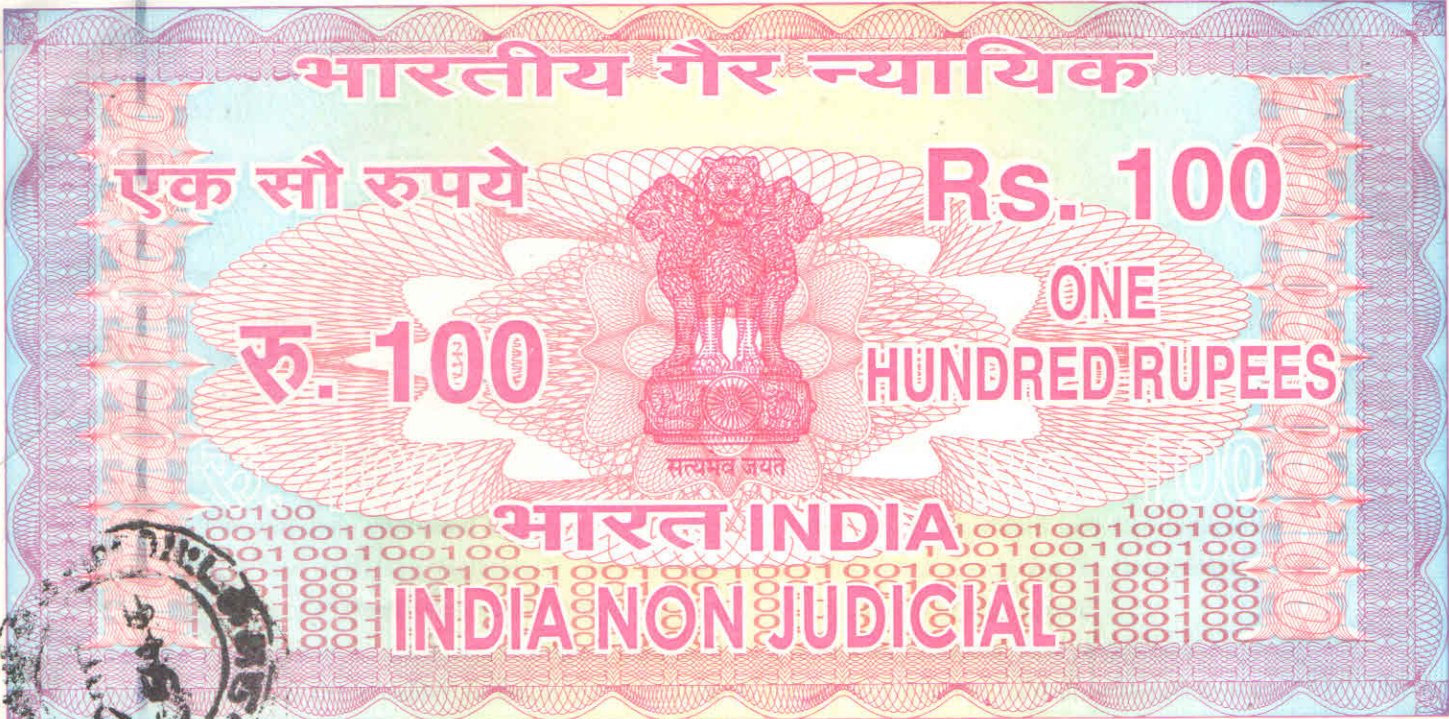
1. DR V SAM PRASAD
COUNTRY PROGRAM DIRECTOR
AIDS HEALTH CARE FOUNDATION -
INDIA CARES



2. MS TERRI FORD
CHIEF OF GLOBAL ADVOCACY &
POLICY
AIDS HEALTH CARE FOUNDATION



SIGNED ON 29TH APRIL 2017



தமிழ்நாடு தமில்நாடு TAMILNADU

1382
27.2.18

BN 638321
R. RAGUPATHI



STAMP VENDOR, LING. C3/4839/83
No. 37, VILLAGE ROAD, NOW KNOWN AS
No. 79/91, VALLUVAR KOTTAM HIGH ROAD
NUNGAMBAKKAM, CHENNAI-600 084
MOBILE: 9445114347

MEMORANDUM OF UNDERSTANDING

Hospital Code: Hos-85952

This Agreement made Chennai this 2nd Aug 2019

BETWEEN

STAR HEALTH AND ALLIED INSURANCE COMPANY LTD., a Company incorporated under the Companies Act 1956 and having its Registered & corporate office at no 1 New Tank Street, Nungambakkam, Chennai-600 034, hereinafter referred to as {Star Health} which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the ONE PART.

AND

MGM Medical College Hospital and having its Registered office **Plot No: 1 & 2, Sector-1, Near Mumbai - Pune Express Highway, Kamothé, Navi Mumbai-410209, Maharashtra** hereinafter referred to as (PROVIDER) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assignee's of the OTHER PART. WHEREAS, Star Health is an insurance company Licensed under IRDA to transact health, Accident and Overseas Medical Insurance, providing Healthcare Insurance coverage to its Clients (hereinafter referred to as "the Beneficiary") and for these purposes Star Health has created a network of service providers.

for Star Health and Allied Insurance Co. Ltd

[Signature]
Authorised Signatory



[Signature]

**Medical Superintendent
M. G. M. HOSPITAL, KAMOTHI**



WHEREAS

1. Provider means a hospital or nursing home or day care center (herein after referred as "Provider") duly recognized and authorized by appropriate authorities to impart health care services to the public at large.
2. Insurer is registered with Insurance Regulatory and Development Authority to conduct insurance business including health insurance business.
3. Provider has expressed its desire to join Insurer's network of Providers and has represented that it has requisite facilities to extend medical facilities and treatment to beneficiaries as covered under Health Insurance Policies on terms and conditions herein agreed.
4. Insurer has on the basis of desire expressed by the Provider and on its representation agreed to empanel the Provider as empanelled provider/network provider for rendering complete health services.

DEFINITION

- A. Health Services shall mean all services necessary or required to be rendered by the Institution under an agreement with an insurer in connection with "health insurance business" or "health cover" as defined in regulation 2(f) of the IRDA (Registration of Indian Insurance Companies) Regulations, 2000 but does not include the business of an insurer and or an insurance intermediary or an insurance agent.
- B. Beneficiaries shall mean the person/s that are covered under the health insurance policy issued by the [insurance company].
- C. Confidential Information includes all information (whether proprietary or not and whether or not marked as 'Confidential') pertaining to the business of the Company or any of its subsidiaries, affiliates, employees, Companies, consultants or business associates to which the Institution or its employees have access to, in any manner whatsoever.
- D. Smart Card/identification card shall mean Identification Card for health insurance policy issued by the Insurer or by its representative TPA.

Now this agreement witnessed as under:

Article 1: Effective Date

- 1.1 The Parties hereby agree that the effective date of the Agreement shall be the date on which the agreement is signed. This agreement shall be in force until otherwise terminated as provided for in this MOU.

Article 2: General Provision


- 2.1.1 The Provider shall treat Star Health beneficiaries in a courteous manner and according to good business practices.

for Star Health and Allied Insurance Co.Ltd


Authorized Signatory



- 2


Medical Superintendent
M. G. M. HOSPITAL, KAMOTHE



- 2.1.2 The Provider will extend priority admission facilities to the beneficiaries, whenever possible.
- 2.1.3 The provider will have his facility covered by proper indemnity policy including errors, omission and professional indemnity insurance and agrees to keep such policies in force during entire tenure of the agreement.
- 2.1.4 Provider shall ensure that the best medical treatment/ facility is extended to the beneficiary.
- 2.1.5 Provider shall endeavor to have an officer in the administration department assigned for insurance/contractual patient and the officers will eventually learn the various types of medical benefits offered by the different insurance plans.
- 2.1.6 Provider shall allow Star Health official to visit the beneficiary and also to check the indoor papers/treatment being given to the beneficiary. Star Health shall not interfere with the medical treatment of the patient. However the medical team of Star Health reserves the right to discuss the treatment plan with the treating doctor. Access to billing and medical records and indoor papers will be allowed to Star Health as and when necessary or asked for with prior appointment.
- 2.1.7 Provider agrees to display their status of preferred provider of Star health at their reception/admission desks along with the display and other materials supplied by Star Health whenever possible for the ease of Star Health beneficiaries.
- 2.1.8 Star Health also reserves right to inspect the premises of your hospital at any point of time without any prior intimation, for obtaining relevant information or to view the facilities available for the treatment of the beneficiary.


Article 3: Identification of Beneficiaries

- 3.1.1 The beneficiaries will be identified by the provider on the basis of an ID card issued to them bearing the logo and the wordings of Star Health. The ID card shall have photograph or signature or thumb impression of the beneficiary. In certain cases of large corporate where ID cards are not issued by Star health, Beneficiary may have only the Authority letter/Pre certification issued by Star health along with the employee ID of the corporate.
- 3.1.2 For the ease of the beneficiary, the provider shall display the recognition and promotional material, network status, and procedures for admission supplied by Star Health at prominent location, preferably at the reception and admission counter and Casualty/Emergency departments. A provider also needs to inform their reception and admission facilities regarding the procedures of admission and obtaining Preauthorization as per the article 4
- 3.1.3 It is desirable to take a photocopy of the ID card, to be submitted later with the bill or to keep as proof of the beneficiary being treated.


Article 4: Provider Services - Admission Procedure

4.1. Planned Admission

Request for hospitalization on behalf of the beneficiary may be made by the hospital provider/consultant attached to the provider as per the prescribed format. The preauthorization for Star Health and Allied Insurance Co.Ltd


 Authorised Signatory




 Medical Superintendent
 M. G. M. HOSPITAL, KAMOTH.




form would need to give the beneficiary's proposed admission along with the necessary medical details and the treatment planned to be administered and the breakup of the estimated cost.

Authorization certificate will mention the amount guaranteed, class of admission, eligibility of beneficiary or various sub limits for rooms and board, surgical fees etc. wherever applicable, as per the benefit plan of the insured. Provider must take care to ensure admission accordingly.

4.2 Emergency admission

- 4.2.1 The Parties agree that the Provider shall admit the Beneficiary (ies) upon the production of the ID card issued by Star Health and shall ensure that no Beneficiary is required to make advance deposits of any amount as a precondition or condition of admission, when the Beneficiary is carrying a valid ID card issued by Star health.
- 4.2.2 In case of vehicular accident, if the victim was under the influence of alcohol or inebriating drugs, if detected or suspected, since the insurance benefit is not available, the provider shall treat the admission as per their normal practice and not under cashless or being entitled to indemnity from insurer.
- 4.2.3 In case of other emergencies, Provider upon deciding to admit the Beneficiary should inform/ intimate over phone immediately to the 24 hours Star Care Center helpdesk or the local/ nearest Star health office.
- 4.2.4 Star Health agrees and undertakes to have their medical team to get in touch within 8 hours of the provider telephonic intimation and issue the authorization for admission under cashless.
- 4.2.5 Immediately but not later than a period of 12 hours from the time of admission a preauthorization form is forwarded which would give the details like present illness/past history, diagnosis, and estimated cost of treatment along with first prescription collected from patient.
- 4.2.6 On receipt of the preauthorization form for the beneficiary giving the details of the ailments for admission and the estimated treatment cost which is to be forwarded within 12 hours of admission, Star Health undertakes to issue the confirmation letter for the admissible amount within 12 hours of the receipt of the preauthorization form.
- 4.2.7 In case the ailment is not covered or given medical data is not sufficient for the medical team to confirm the eligibility, Star Health can deny the guarantee of payment which shall be addressed to the Insured under copy to the Provider. The provider will have to follow their normal practice in such case.
- 4.2.8 Denial of Authorization/ guarantee of payment in no way mean denial of treatment. The provider is requested to deal with each case as per their normal rules and regulations
- 4.2.9 Authorization certificate will mention the amount guaranteed class of admission, eligibility of beneficiary or various sub limits for rooms and board, surgical fees etc. wherever applicable, as per the benefit plan of the insured. Provider must take care to ensure compliance.

for Star Health and Allied Insurance Co.Ltd


Authorised Signatory



- 4


Medical Superintendent.
M. G. M. HOSPITAL, KAMOTHE



- 4.2.10 The guarantee of payment is given only for the necessary treatment cost of the ailment covered and mentioned in the request for hospitalization. Non-covered items like Telephone usage, TV, relatives' food, hospital registration fees, documentation fees etc. and such of the non-covered items as prescribed by the IRDA guidelines under "List of expenses generally excluded ("non-medical") must be collected directly from the insured. Any investigation carried out at the request of the patient but not forming the necessary part of the treatment also must be collected from the patient.
- 4.2.11 In case the sum available is considerably less than the estimated treatment cost, Provider should follow their normal norms of deposit/ running bills etc., to ensure that they realize any excess sum payable by the beneficiaries not provided for by indemnity. Star Health upon receipt of the bills and document would release the guaranteed amount.

Article 5: Fee Schedule

- 5.1.1 Provider has submitted the fee schedule in the format, which shall be the basis for the treatment cost of various procedures and forming part of the MOU as given in the Annexure. The preauthorization form and billing will be made only on the stated accepted Tariff.
- 5.1.2 Provider has agreed to the continuation of the agreed tariff for a minimum period of Three years from the date of signing of the agreement considering that Star Health is the Stand-alone Health Insurer.
- 5.1.3 Any revision in the fee schedule will be submitted to Star health at least 30 days prior to the effective date. Star health reserves the right to discontinue the contract if dissatisfied with the revised tariff not agreed for.

Article 6: Check list for the provider at the time of Patient Discharge.

- 6.1 Original discharge summary, original investigation reports, all original prescription & pharmacy receipt etc. must not be given to the patient. These are to be forwarded to billing department who will compile the same and forward along with the bill to Star Health.
- 6.2 The Discharge card/Summary must mention the duration of ailment and duration of other disorders like hypertension or diabetes and operative notes in case of surgeries.
- 6.3 Signature of the patient / beneficiary on final hospital bill must be obtained.
- 6.4 Claim form of the Insurance Company must be presented to the beneficiary for signing and identity of the patient/ beneficiary again confirmed.

Article 7; Billing Procedure

- 7.1 Intimation of the impending discharge of the beneficiary need to be advised before the discharge of the patient to enable the Star Health medical team to be present at the discharge to assist the beneficiary. The Final bill would need to be made available to Star Health along with the discharge summary at the time of discharge of the patient.
- 7.2 The Final Bill has to be prepared by the Hospital as per the "Standard Format for Provider Bills" contained in Schedule IV of Insurance Regulatory and Development Authority (Health Insurance) Regulations, 2013 (attached) and made available to Star Health along with the discharge summary,

for Star Health and Allied Insurance Co.Ltd


Authorized Signatory


Medical Superintendent
M. G. M. HOSPITAL, KAMOTHE



Indoor case papers, Investigation reports and other documents mentioned in the authorization letter at the time of discharge of the patient. Hospital should note that

- i. Original discharge summary, original investigation reports, original prescription and pharmacy receipts etc., must not be given to the patient. These are to be forwarded to Billing department who will compile the same and forward along with the Bill to Star Health.
 - ii. In case of patient requiring the discharge summary / reports, he can be asked to take photocopies of the same at his own expense.
 - iii. The Discharge card / summary must mention the duration of ailment and duration of other disorders, if any, like Hypertension or Diabetes (operative notes in case of surgeries). The clinical detail furnished in the Discharge Summary should be sufficiently informative including the procedure.
 - iv. Signature of the patient / insured must be obtained on final hospital bill, including doctor daily visit charges, surgical fees, etc.
 - v. Claim form of the Insurance Company must be presented to the beneficiary for signing and identity of the patient / insured again confirmed.
 - vi. Copy of the beneficiary ID card issued by Star Health with the ID number legible must be obtained from the insured and must accompany the final bill.
- 7.3 The bills must be as per the agreed schedule of fees and any higher amounts charged shall be deducted. Any non-covered treatment/ Investigation cost must be recovered from the beneficiary.
- 7.4 The final docket for onward submission to Star Health for immediate payment must contain the following:
- Copy of beneficiary ID card with legible ID number.
 - Copy of the first prescription collected from the beneficiary.
 - Copy of preauthorization letter, beneficiary acceptance letter and duly signed claim form.
 - Original final bill with detailed break up of miscellaneous, consumables & other charges.
 - Original and complete discharge card/ summary mentioning the duration of ailment and duration of other disorders like hypertension or diabetes if any.
 - Original investigation reports with corresponding prescription/ request.
 - Pharmacy bill if supplied by hospital with corresponding request.
 - Any other statutory documentary evidence required under law.
 - Status of deposit paid if any by beneficiary
 - Any other documents that may be required by Star Health in connection with the Claim

Article 8: Payment Terms and conditions

- 8.1 Star Health agrees to pay all the eligible bills within 15 days of the receipt at their head office address in Chennai along with all the original relevant documents.

for Star Health and Allied Insurance Co.Ltd



Authorized Signatory



- 6



Medical Superintendent
HOSPITAL KAMOTHE



- 8.2 In case certain billed items are not correlated with corresponding report, due intimation for the items not correlated would be given within seven days of the receipt the bill. The provider shall provide the requisite reports within seven days thereof and the bill shall be settled accordingly. In case, there is no response for the correlating report the amount not correlated would be deducted from the final bill and no further papers thereafter shall be entertained. Payments will be done by and at par payable cheque of Star Health.
- 8.3 Payments to the providers can be made by Star Health by electronic funds transfer based on relevant details submitted by the Provider or by cheque/draft, as may be agreed upon by both the parties; all the payments are subject to deduction of tax at source as per applicable laws and shall be reconciled periodically by both the parties.
- 8.4 Payment and bank deposition would be construed as due receipt if a provider omits to send a stamped receipt of the payment received immediately on receipt of the cheque.

Article 9: Limitations of liability and indemnity

- 9.1 Star Health will not interfere in the treatment and medical care provided to its beneficiaries. Star Health will not be in any way held responsible for the outcome of treatment or quality of care provided by the provider.
- 9.2 Star health shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the Provider.
- 9.3 Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable by reason of failure or delay in the performance of its duties and obligations under this Agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.
- 9.4 In case Star Health is unable to pay within 30 days of receipts of bills and relevant documents in original, Star health shall pay interest to the provider @ prevailing interest rates

Article 10: Confidentiality

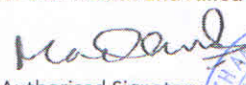
- 10.1 All the stakeholders undertake to protect the secrecy of all the data of Star Health beneficiary/ies and trade or business secrets of Star Health and shall not share the same with any unauthorized person for any reason whatsoever within or without any consideration.

Article 11: Termination

Star Health shall reserve the right to terminate and/or to modify the agreement by giving 30 days notice if:-


- 11.1 The Provider violates any of the terms and conditions of this agreement; or
- 11.2 The Provider increases fee schedule without prior information to STAR HEALTH.

for Star Health and Allied Insurance Co.Ltd


Authorised Signatory



- 7


Medical Superintendent
KAMOTHE



- 11.3 Star Health comes to notice of any fraud, misrepresentation, inadequacy of service or other non-compliance or default on the part of the Provider, on the basis of information ascertained by and/or available with the Company at any point of time..
- 11.4 Star Health observes cases of overstay and over provisioning without adequate explanation.
- 11.5 Provider can terminate the agreement after giving 30 days notice to Star Health.

Article 12: Discount

- 12.1A discount of 0 % on Inpatient services, 0 % on outpatient service and 0 % to be extended on all the packages, except — to the Members by the provider.

Article 13: Non-exclusivity

- 13.1 Star health reserves the right to appoint other provider/s for implementing the packages envisaged herein and provider shall have no objection for the same and vice-versa.

Article 14: Jurisdiction

- 14.1 Any dispute, claim arising out of this Agreement are subject to arbitration and jurisdiction of Chennai courts only.
- 14.2 Any amendments in the clauses of the Agreement can be effected as an addendum, after the written approval from both the parties.

Article 15: Others

- 15.1.1 Subject to the terms and conditions of the Health Insurance coverage, the Company reserves the right to deny any claim made by the hospital on behalf of the Insured.
- 15.2 The Provider shall ensure that the proposed treatment and the costs claimed against each treatment is reasonable, appropriate and within the defined code of conduct under medical terminology.

Annexures to the Memorandum of Understanding:

- 1 Pre-Authorization Request Form
- 2 Claim Form
- 3 Guidelines, Summary & Detailed billing Form along with IRDA coding details
- 4 IRDA Guidelines :
 - 4.1. List of Expenses Generally excluded ("Non-Medical")
 - 4.2. Procedure for Cashless Facility
 - 4.3. Standard contents and guidelines for preparing discharge summary
 - 4.4. Procedure for de-empanelment

for Star Health and Allied Insurance Co.Ltd


Authorized Signatory



- 8



Medical Superintendent
M. G. M. HOSPITAL, KAMOTHE



In witness thereof this agreement was executed by or on behalf of the parties the day and year first before written.

Signed and delivered by within named:

Provider: MGM Medical College Hospital

Hospital code: Hos-85952

Through Sri/ Smt. Swathi Madhavi Sign [Signature]

In presence of Sri/ Smt. K.R. Sathya Sign [Signature]

**Medical Superintendent
M. G. M. HOSPITAL, KAMOTHE**



Star Health and Allied Insurance company Ltd:

Through : Dr. Madhumathi Ramakrishnan (AVP)

Sign : for **Star Health and Allied Insurance Co.Ltd.,**

[Signature]

Authorised Signatory

In presence of : Dr.J. Dhandayuthapani (AGM)

Sign: for **Star Health and Allied Insurance Co.Ltd.,**

[Signature]
Authorised Signatory





महाराष्ट्र MAHARASHTRA

2020

YT 419061

29 JUL 2021

उपकोषागाराचे नॉट-पब्लिक, जि. रायगड.



उप कोषागार अधिकारी पब्लिक - रायगड

MEMORANDUM OF UNDERSTANDING

Between

Chief Executive Officer, Zilla Parishad, Alibag, District-Raigad & District National Tuberculosis Elimination Programme Society, Alibag, District-Raigad.

AND

MGM Medical College & Hospital, Kamothé, Tal- Panvel, District- Raigad

This MOU is executed on 1st April 2021 between CHIEF EXECUTIVE OFFICER, ZILLA PARISHAD, ALIBAG, DISTRICT-RAIGAD & DISTRICT NATIONAL TUBERCULOSIS ELIMINATION PROGRAMME SOCIETY, ALIBAG, DISTRICT-RAIGAD having its office at Parijat Society, Raiwadi Complex, Plot No.14, Shribag, Tal Alibag, Dist. Raigad Pin 402201 (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 MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, TAL PANVEL, DIST. RAIGAD hence forth referred to as PPP Partner, having its office at Plot No.1 and 2, Sector-1, Kamothé, Tal Panvel, Dist. Raigad acting through its Hereinafter called "the Grantee", which expression shall unless excluded by or repugnant

st. Tuberculosis Officer Raigad-Alibag

Dr. Kiran Patil (I.A.S.) Chairman District Integrated Health & Family Welfare Society, Raigad Chief Executive Officer



Handwritten signature of the Dean.

Dean. M.G.M. Medical College & Hospital Kamothé, Navi Mumbai - 410209

to the context include its successors it, interest, executors, administrators and legal representatives).

WHEREAS the Grantor plans to implement "NTEP (National Tuberculosis Elimination Programme) i.e. District DR. TB center with Indoor & Outdoor facilities through Grantee on partnership (PPP partner).

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

1. D.DR.TB center (Indoor): The activities would be implemented in the District/s of **Raigad, 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 CTO/DTO.

a. Urban/ Rural: **Urban/ Rural.**

b. District/TU/Block/(s): **Whole Raigad District including Panvel Corporation Area.**

c. Urban Wards/ Panchayats covered: Yes.

d. Population Covered: App. 30 lacs.

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 day signing of MOU or the day of the starting the activity / function whichever is later.

Contract assigned for a period of three year **1st April 2021 to 31st March 2024**, renewable as per the needs of the programme, subject to satisfactory performance. The contract should be renewed every year on 1st April. The Contract can be terminated by the District Health Society/ State Health Society or the PPP Partner any time with one month prior notice by either side.

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

A. The District Health Society shall (please strike out whichever is not applicable)

i. Provide financial and material support to the PPP for carrying out the activities as mentioned in the partnership guideline.

ii. Provide relevant copy of technical guidelines, updates, manuals & circulars, etc.)

iii. Provide NTEP drugs, logistics and laboratory consumables for use as per NTEP policy as outlined the partnership guideline.



[Signature]

Dean.

M.G.M. Medical College & Hospital

[Signature]

Dr. Kiran Patil (I.A.S.)
Chairman
District Integrated Health &
Family Welfare Society, Raigad
Chief Executive Officer

iv. Periodically review the performance and activities being undertaken by the PP Partner

B. MGM will: -

i. Perform all activities as agreed upon and signed under the partnership as mentioned below.

1. Institute should be tertiary care hospital with the pulmonologist will be available round the clock.
2. Separate designated clinic for MDR TB patients management should be available and comply with the National Guidelines for Air -borne infection control for outpatient settings
3. Relevant specialists like Pulmonologist, Physician, Psychiatrist, Dermatologist & gynecologist etc should be available.
4. D.DR.TB center Committee to be formed with the above group of doctors.
5. To renovate (in keeping with the National Airborne Infection Control Guidelines and National Guidelines for Programmatic Management of Drug Resistant TB (PMDT) provided for the purpose) and designate a special clinic area designated for MDR TB out patient service with earmarked well ventilated preferably open air waiting area separate from other waiting areas, away from clinics managing immune suppressed and vulnerable cases where the patients who will be eligible to avail D.DR.TB services under NTEP will be fast tracked, segregated and counseled in accordance with NTEP guidelines.
6. Doctors and Nursing staff should be available from institute round the clock consultation services made available , if required by the patients.
7. Management of adverse drug reactions (ADRs) as per National PMDT Guidelines.

Indoor D. DR. TB Center scheme :


The terms and condition are as follows.

1. To designate a special ward compliant with national AIC guidelines and at least 10 beds earmarked for indoor management of DRTB patients according to National PMDT Guidelines.
2. Routine clinical laboratory investigation facility to be made available for pretreatment evaluation and monitoring.
3. Doctors and Nursing staff should be available from institute round the clock to the DRTB patients.
4. **Ancillary drugs should be provided by MGM Hospital as per DR TB center Committee's advised services / facilities to diagnose and manage adverse drug reaction (ARDs) as per National PMDT Guidelines.**
5. Services /facilities to diagnose and manage the comorbid condition
6. Records and reports to be maintained for PMDT registration, follow up, referral and transfer (if required) \of patients as per guidelines update the same on the day basis using Nikshay.
7. Quarterly reports to be submitted electronically.




Dist. Tuberculosis Officer
Raigad-Alibag


Dr. Kitan Patil (I.A.S.)
Chairman
District Integrated Health &
Family Welfare Society, Raigad
Chief Executive Officer
Raigad Zilla Parishad, Alibag


Dean.

N.G.M. Medical College & Hospital
Kamothé, Navi Mumbai - 410209

8. All doctors in the hospital should be following Standards for TB care in India and notify all TB cases through Nikshay.
9. Ensure coordination with implementing District officers and staff as well as laboratory for proper follow up of patients till outcome.
10. The Drug Resistant Tuberculosis Patients seeking treatment at DRTB Centre of MGMIHS will not be charged for any & all complications related to the tuberculosis (e.g. Pneumothorax, Hemoptysis, Respiratory Failure)
- However any emergency not connected / related to tuberculosis requiring intervention (e.g. stroke, acute myocardial infarction, acute kidney injury, D.K.A., Dialysis). The expenses should be borne by patient.
11. The diagnostics services to be provided by the partner organization would include at least.

Sr. No.	Investigations	Minimum No. of times test will be done	Rate for tests (In Rs.)
1	Complete Blood Count (CBC)	1	138
2	Blood Sugar (RBS)	1	25
3	LFT. (SGOT/SGPT/Bilirubin)	1	275
4	Blood Urea Nitrogen (BUN)	1	55
5	Serum Creatinine	1	56
6	TSH	6	125
7	Urine Routine & Microscopy	1	39
8	Urinary Pregnancy Test (UPT)	1	69
9	Chest X-Ray	3	70
10	ECG	1	100
11	Sr. Electrolytes	1	365
12	Audiometry (PTA)	1	120
13	ESR	1	65
14	Sr. Uric Acid	1	70
15	Urea	1	105
16	HIV	1	75
17	HBSAG	1	130
18	HCV	1	275
19	Sr. Magnesium	1	300
20	USG-Abdomen & Pelvis	1	265
21	Sr. Calcium	1	70
22	Renal Function Test (RFT) With Electrolyte	1	440
23	Indoor stay for maximum days	7days	
24	Bed Charges, Meals, Breakfast etc.	Included.	
25	Ancillary drugs for management \ of adverse drug reaction and co morbidities	As required	

12. The DR TB Centre cannot deny services to any eligible patient from the geographical area assign to the centre.
13. This does not restrict the DR TB Centre from extending any further services to the patients, if clinically deemed necessary.



[Signature]
Dean,
N.G.M. Medical College & Hospital

[Signature]
Dist. Tuberculosis Officer
Raigad-Alibag

[Signature]
Dr. Kiran Patil (I.A.S.)
Chairman
District Integrated Health & Family Welfare Society, Raigad

14. DR TB Centre committee doctors will have to be trained in PMDT at National Level.
15. Management of MRD/XRD TB patients is to be done as per NTEP Guidelines second line anti TB drugs will be provided from NTEP.
16. The performance review of the PPM partner would be done bi annually and in case lack of satisfactory performance the contract may be terminated by either party with one month written notice.

5. Grant-in-Aid

The reimbursement of bills of indoor DRTB patients will be done by the District National Tuberculosis Elimination Program society, Raigad under NHM District Health Society after submission of monthly bills of indoor patient by the MGM Medical College Hospital, Kamothe, Tal Panvel, Dist. Raigad to the Office of District Tuberculosis Officer, Raigad (Parijat Society, Raiwadi Complex, Plot No.14, Chendhare, Shreebag No.2, Alibag, Dist. Raigad.

Sr. No.	Service Name	Rates per day	Remarks
1)	Consultation Charges OPD	Rs.200/- One Time per patient	For Consultation (One Time)
2)	IPD Specialist Visit Charges (Consultation Charges)	Rs.250/- per day per patient	For Specialist Visit (Consultation Charges)
3)	Indoor Charges Package Cost Per day	Rs.1000/- per day per patient	Include Pre-Treatment Evaluation (As per List) Bed Charges, Meals, Breakfast and Ancillary drugs etc.
	Total Rate for one patient for one day	Rs.1450/- per day per patient	Patient should not be charged at any cost for MDR TB Indoor treatment

Note:- 1) From 2nd day onwards charge will not exceed Rs.1250/- per day per Indoor patient.

2) Indoor Charges Package Cost per day (if Pre-treatment evaluation done outside) is Rs.800/- per day per patient.

1. Package cost per day for admitted MDR-TB Patients will be Rs.1000/- including pre-treatment evaluation (as per above list), bed charges, meals, breakfast and all necessary ancillary drugs etc.
2. In house Specialist Consultation charges would be applicable at Rs.250/day/per patient for indoor patients.
3. Rs.800/- per day if pre treatment investigation is done at the district level or outside and patient is admitted to the ward hospital.
4. To provide Training, formats and registers for PMDT.
5. To Provide access & training to NIKSHAY for online data management and patient tracking.



[Signature]
Dean.
M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209

[Signature]
6/9/2021
Dist. Tuberculosis Officer
Raigad-Alibag

[Signature]
Dr. Kiran Patil
Chairman
District Integrated Health &
Family Welfare Society, Raigad
Chief Executive Officer
Raigad Zilla Parishad, Alibag

6. Fund Management.

Funds under this MOU shall be placed at the disposal of the Grantee in separate account opened by it, subject to its furnishing to the Grantor a letter of commitment containing such conditions as may be approved by the Grantor from the bank that the bank shall not exercise a lien over the said account or may right to set off or adjust any amount due to payable under any loan or credit arrangement which the Grantee may be having or may have with the bank against the amounts standing to the credit of the Grantee in the said amount.

The Grantee shall install and maintain separate books of accounts on cash basis accounting along with proper vouchers for expenditure incurred and with details of outstanding liabilities, if any. The Grantor shall have the right to inspect by its authorized officers of independent agencies the books of accounts and other records relating to the project fund kept by the Grantee any time during the agreement period or thereafter.

7. Grievance Redressal Mechanism

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

8. 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.

9. 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 [Mumbai, Maharashtra] ; any suit or application for enforcement of the above shall be filed in the competent court at Mumbai and no other district of Maharashtra or outside Maharashtra shall have any Jurisdiction in the matter.

10. Termination Mechanism

The partnership may be terminated by either side through written notice of one month. In case services of PPM partner are discontinued, unspent balance, if any will be refunded by the partner.

If the Grantor at any stage decides that the Grantee has misutilised the amounts (or any part thereof) already received from the Grantor or has fraudulently claimed any covenants, stipulation or obligations hereunder a commits a breach of any of the terms, conditions or provision of this MOU on its part to be observed and performed, or it at any stage reasonable ground exist to apprehend the breach of



[Handwritten signature]
Dean

[Handwritten signature]
Dist. Tuberculosis Officer
Raigad-Alibag

[Handwritten signature]
Dr. Kiran Patil (I.A.S.)
Chairman
District Integrated Health &
Family Welfare Society, Raigad

the terms and condition of the MOU in future or that the continuance of this project may be prejudiced or be in jeopardy he/she may revoke this MOU wholly or partially and ask the Grantee to refund the amount received till then along with interest accrues, if any after giving at least fifteen days' notice and an opportunity of being heard to the Grantee.

11. The programmatic and financial review of the partnership will be conducted every quarter.

12. Necessary approval of State Health Society has been obtained: Yes



[Handwritten signature]

Signature of authorized signatory
Dr G. S. Narshetty
Dean,
MGM Medical College & Hospital,
Kamothe, Navi Mumbai.

Dean.

MGM Medical College & Hospital
Kamothe, Navi Mumbai - 410209

[Handwritten signature]

Signature of authorized signatory
Chief Executive Officer, Zilla Parishad
Raigad & District National Tuberculosis
Elimination Programme Society,
Alibag, District Raigad

[Handwritten signature]

Seal

Dr. Kiran Patil (I.A.S.)
Chairman
District Integrated Health &
Family Welfare Society, Raigad
Chief Executive Officer
Raigad Zilla Parishad, Alibag

[Handwritten signature]

Dist. Tuberculosis Officer
Raigad-Alibag

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered in to on this 20th May 2020 between The Dean/Medical Superintendent, MGM Institute of Health Sciences MGM Campus, Sector 1, Kamothe, Navi.Mumbai-410209, MAHARASHTRA STATE (INDIA) referred to as party no.1

AND

- SU-VISHWAS Diagnostic Lab 116, 117, 118 First Floor, Midas Height, Central Bazar Road, Ramdaspath, Nagpur 440010. Phone : 0712-2450421, 2423329 through its Director Dr. Mrs Sandhya Saoji, hereinafter referred as party no. 2

WHEREAS party no. 1 is an Institute that provides patients treatment and other medical services including the Microbiological services. The geographical region served is Kamothe, Navi Mumbai, Maharashtra and Central India. The party No. 2 provides diagnostic services to the patients hailing from Nagpur, Maharashtra and Central India.

This Memorandum of understanding is formulated between the parties of the following covenants.

PURPOSE:

In order to render more comprehensive range of services to its patients, Party no. 2 is desirous to outsource samples of 2009 H1N1 Influenza to the party no. 1 for investigation on Genexpert (Cepheid) and report for the purpose of Inter-lab comparison. The sample will be sent half yearly for this purpose. Both the parties have mutually agreed to render the services mentioned above on the following terms and conditions:

1. SERVICES COVERED UNDER THIS MOU

- 1.1 That party no. 2 shall send samples to party no. 1 only for the testing of 2009 H1N1 testing on Genexpert (Cepheid) for the purpose of Inter-Lab comparison.
- 1.2 The charges for each test shall be 4500/-.

2. DURATION

- 2.1 That the parties hereby agree that the effective date of the mutual agreement shall be from the date of signing this memorandum of understanding and the same will be valid till 31st January 2021

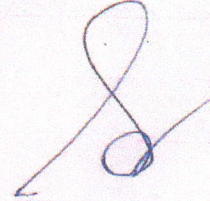
3. **CONFIDENTIALITY**

3.1 That the parties shall maintain the confidentiality of all patient's health information and medical records in accordance with the prevailing law of land.

In witness where of the party no. 1 and party no. 2 have been here in signed this Memorandum of Understanding at Nagpur in presence of the following witness.

Party No.1

Dean



MGM Medical college, Hospital, Kamothe,

Dean.

Sector 1, Navi Mumbai M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209

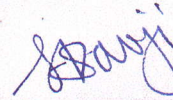
PIN CODE.410209

MAHARASTHRA

Party No. 2

Dr Mrs Sandhya Saoji
(MD, Microbiologist)

Su-Vishwas Diagnostic Lab,
Ramdaspath, Nagpur
440010



Dr. Mrs. SANDHYA V. SAOJI
Su-Vishwas Diagnostic Lab.
116, 117, 118, 1st Floor, MIDAS Heights,
Central Bazar Road, Ramdaspath,
Nagpur-10. Tel.: 0712-2450421, 2423329



महाराष्ट्र MAHARASHTRA

2019

AS 763662

बॉन्ड पत्र - 2 Annexure-II
मुद्रांक विक्री नोंद अनुक्रमांक

532

दिनांक 24/4/2021

31 MAR 2021

दस्ताचा प्रकार

कर

दस्त नोंदणी करणार आहेत का - होय/नाही

मुख्यालय स्थान
उपकोषागाराची पत्ता-पनवेल,
जि. रायगड.



मिळकतीचा नोंद

मुद्रांक विक्रीत घेणा-बाचे नंबर व सही

श्री. सुनिल विठ्ठल परदेशी

दुस-बा एककाराचे नंबर

हस्ते अस्तित्वात त्याचे नंबर, पत्ता व सही

सही व पत्ता

उप कोषागाराची पत्ता - पनवेल

मुद्रांक शुल्क रक्कम

500

श्री. सुनिल विठ्ठल परदेशी
श्री सपर्य कृपा सेर्विस अँड टायपिंग सर्विस
पनवेल, अनुक्रमांक - पनवेल 21/04/2021

परवाना मुद्रांक विक्रीसाठी सही व पाठवण्या कपांक
मुद्रांक विक्रीचे ठिकाण व हस्ता

या वागणुमासाठी खालील मुद्रांक शुल्काचे केल्या न्याने त्याच कारणासाठी परवाना शुल्काचे केल्या जाणार आहे. इतर कोणत्याही बाबतची सहाय्यता देण्यात येणार नाही.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") arrived at PANVEL MUNICIPAL CORPORATION OFFICE, Swami Nityanand Rd, opp. GOKHALE Marriage Hall, Panvel, Maharashtra 410206, on this 28th day of April, 2021.

28/04/2021

BETWEEN

PANVEL MUNICIPAL CORPORATION ("PMC"), having its office at Swami Nityanand road, opp. GOKHALE Marriage Hall, Panvel, Maharashtra 410 206, through its Municipal Commissioner / Medical Officer of Health ("MOH"), hereinafter called the "PARTY OF THE FIRST PART" (which expression shall unless repugnant to the context or meaning thereof shall mean and include itself, its officers, executors, administrators, agents, representatives and assigns).

28/04/2021

keas

AND

MGM Dental College & Hospital, Kamothe, Navi Mumbai, under the aegis of Mahatma Gandhi Mission Trust, a Public Trust registered under the provisions of the Bombay Public Trust Management Act, 1950, having its office at 12, Bhagya Nagar, Nanded, through its Hospitals Director, Dr. Lt/ General (Retd) K R Salgotra, hereinafter called PARTY OF THE SECOND PART” (which expression shall unless repugnant to the context or meaning thereof shall mean and include itself, its officers, executors, administrators, agents, representatives and assigns)

The Party of the First Part and the Party of the Second Part are hereinafter jointly referred to as the “Parties” and severally as “Party”.

And WHEREAS, the Government of Maharashtra in exercise of power under Section 2, 3 and 4 of the Epidemic Disease Act, 1897 has framed Regulation for prevention and containment of COVID-19 under No. 2020/CR/58/Aarogya-5 dated 13/03/2020.

And WHEREAS, under Rule 10 of the said Regulation the Municipal Commissioner is authorized to take any measures for containment of COVID-19.

And WHEREAS the party of the First Part has the statutory liability to provide healthcare facilities to the citizens residing in its territorial limits and it has already created adequate facilities for the citizens at large to stop. However, due to current pandemic world over including India, COVID-19 infection is spreading fast and for prevention and containment of COVID – 19, the Party of the First Part has taken a decision to augment its civic public health facilities by using the private facility of the Party of the Second Part for treatment of COVID – 19 patients in larger public interest.

AND WHEREAS the party of the First Part and the party of the Second Part have held elaborate deliberations and discussions for allowing the Party of the First Part to use the facilities of the Party of the Second Part for the treatment of COVID – 19 patients for treatment of the patients of the Party of the First Part and various terms and conditions for the same have been mutually agreed upon and the parties hereto have decided to reduce the same into writing by executing the present MOU.

NOW THIS DEED WITNESSTH AND THE PARTIES HERETO AGREE, DECLARE, RECORD AND CONFIRM AS UNDER:

A. SCOPE OF WORK:

1. The Second Party shall in a phase-wise manner reserve 200 (Two Hundred) ICU Beds in its Hospital at Kamothe, Navi Mumbai, as specified under column No. 1 of **Annexure ‘A’**, attached hereto, for COVID – 19 patients referred exclusively by the Party of the First Part to the Party of the Second Part, PROVIDED That the equipments as specified in **Annexure - ‘C’** are provided by the First & Second Parties. The First Party shall not be liable to pay any rent for the said 200 ICU Beds to the Party of the Second Part.

Smuhna 28/04/2021

Kare

2. The facility of the Second Party, limited to the aforementioned extent i.e. 200 (Two Hundred) ICU Beds will operate as Public Hospital for the duration of the operation of this MOU and / or till its termination, by either of the Parties, for treating COVID-19 patients and all patients treated in this Hospital under this arrangement limited to the extent of 200 ICU Beds will be public patients, for the said duration.
3. For the duration of this emergency (COVID – 19), the consultant and other staff who are currently working and / or appointed for the purposes of this MOU with Second Party, will be paid as specified in **Annexure – ‘B’** attached hereto and shall be reimbursed by the Party of the First Part, till the duration of the operation of this MOU and / or till its termination, by either of the Parties.
4. The Second Party will provide the required basic infrastructure to create these 200 ICU Beds.
5. The First Party and Second Party will provide Equipment/s at the ratio of 50: 50, as specified in **Annexure – ‘C’** attached hereto. The said Equipment/s would be as per the latest guidelines of the Government of Maharashtra & ICMR.
6. The Second Party will provide Manpower as specified in **Annexure – ‘B’** attached hereto.
7. The First Party will provide the Consumable items such as medicine, IV fluids, drugs, PPE, any/all consumables required in the ICU, to the Second Party, as per the requirement. One-month advance stock of medicines and consumables will be supplied by the First Party to the Second Party for the treatment of the patients to be treated under this MOU.
8. The Second Party will provide Supportive infrastructure i.e. Electricity/ Water/ Generator / Internet & telephone/ Cleaning Material / Equipment Maintenance and the charges will be paid by the First Party, as specified under column No. 5 of **Annexure ‘A’** attached hereto.
9. The Second Party shall carry out Radiology, Pathology investigations, of the Patients of the First Party, as per the rates of the Second Party, as mentioned in the **Annexure ‘D’**, attached hereto, and as specified under column No. 4 of **‘Annexure - ‘A’**.
10. The Second Party shall provide the Dialysis Services for all existing Non-Covid and Covid Patients referred by the First Party and expenses incurred will be reimbursed by the First Party to the Second Party, as specified under column No. 4 of **Annexure ‘A’**, attached hereto and as per existing rates of the Second Party, as mentioned in the **Annexure ‘D’**, attached hereto,
11. The Second Party will carry out RTPCR Tests of the OPD Patients, referred by the First Party at the Government Rate (Prevailing rate is Rs. 500/- per test), as mentioned in **Annexure ‘D’**, attached hereto or the rates approved by the Government from time to time. For this purpose, the First Party will collect the Samples from the Fever OPD of the First Party.

Signature 28/04/2021

Signature

12. The first party shall facilitate for giving adequate and uninterrupted supply of liquid medical oxygen gas, by M/s Praxair India Pvt. Ltd. and M/s Inox Air Products Pvt. Ltd., to the Second Party. M/s Praxair India Pvt. Ltd. and M/s Inox Air Products Pvt. Ltd. have installed 13KL capacity and 6 KL capacity of Liquid Medical Oxygen tanks respectively, in the premises of the second party.

13. The Parties agree that in the event the SECOND PARTY is unable to mobilize manpower / equipment necessary for the ICU Beds, due to reasons beyond its control, it shall not be deemed to be a material breach under this MOU. The payment will be made proportionately, under these circumstances.

14. The Second Party shall run the hospital in accordance with all prevalent acts, rules and regulations under which hospitals are required to be run and even all circulars, notifications issued by the Central / State Government in respect of treatment of COVID-19 patients shall be binding on the Party of the Second Part and for any breach of the same Party of the Second part shall be held liable.

15. The Second Party will create a separate category in their Hospital Information Management System (HIMS) software, the access of which will be given to the Nodal Officer appointed by the First Party.

16. The Second Party shall provide to the First Party 40 additional Non ICU beds (over and above 200 ICU Beds), for the Patients of the First Party as specified under column No.08. of **Annexure 'A'**, attached hereto, for managing Post-Covid/recovery treatment.

17. The effective date for the terms of this MOU to be in operation, shall be from the dates mentioned under column No. 1 of **Annexure 'A'**, attached hereto.

18. At the end of the term of this MOU or upon its earlier termination as provided in the MOU, Party of the Second Part shall forthwith return all equipments provided by the Party of the First Party in good and working condition. In the event of any damage caused to the equipments (provided by first party) other than the regular wear and tear from routine usage of the said equipments, whereby the equipment is rendered non-functional, the Party of the First Part shall bear the costs incurred for the repairs of the equipments.

19. It shall be the responsibility of the Party of the Second Part to ensure quality and advanced clinical management of COVID – 19 as per the latest ICMR or Government guidelines.

20. The Second Party shall provide treatment and other health care services as per Standard Treatment Protocol for COVID – 19 Positive patients (Revision 2: 22/6/2020) or as per latest revised protocol issued by the Public Health Department, Government of Maharashtra & ICMR.

[Handwritten signature] 28/04/2021

[Handwritten signature]

B. FINANCIAL CONSIDERATIONS

1. The First Party shall pay to the Second Party the payment of the salary of the staff (As per the details given in **Annexure - 'B'**) and as specified under column No. 3 of **Annexure - 'A'**, attached hereto.
2. The First Party shall pay to the Second Party, the charges for Radiology, Pathology investigations and dialysis services, as per the rates of the Second Party mentioned in the **Annexure 'D'**, attached hereto, and as specified under column No. 4 of '**Annexure - 'A'**'.
3. The First Party shall pay to the Second Party, the charges for Supportive infrastructure i.e. Electricity/ Water/ Generator / Internet & telephone/ Cleaning Material / Equipment Maintenance, as specified under column No. 5 of **Annexure 'A'**, attached hereto.
4. The First Party shall pay to the Second Party, the charges for Diet as specified under column No. 6. of **Annexure- 'A'** attached hereto.
5. The First Party shall pay to the Second Party, the charges for Oxygen/ Biomedical waste/Laundry, as specified under column No. 7 of **Annexure- 'A'**, attached hereto. These facilities will be arranged by the Second Party and charges will be paid by the First Party.
6. The First Party shall pay to the Second Party, the charges for providing 40 additional Non ICU beds (over and above 200 ICU Beds), for the Patients of the First Party as specified under column no.08. of **Annexure 'A'**, attached hereto, for managing Post-Covid/recovery treatment.
7. The First Party shall pay to the Second Party, the charges for carrying out RTPCR Tests of the OPD Patients, referred by the First Party at the Government Rate (Prevailing rate is Rs. 500/- per test), as mentioned in **Annexure 'D'**, attached hereto, or the rates approved by the Government from time to time.
8. The First Party shall pay to the Second Party, the amounts as due and payable, as specified in **Annexure - 'A'** in conjunction with **Annexure - 'B'**, within 15 days of billing cycle.
9. The Second Party shall not levy any fees or other charges of whatsoever nature from any patient.

C. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.

It is the desire and the wish of the aforementioned parties to this MOU that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an MOU between the parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safe guard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the management of COVID 19 patients.

Signature 28/04/2021

Signature

D. The present MOU shall not be treated, in any manner, to establish any employer – employee relationship between the Party of the First Part and any staff or employee employed by the Party of the Second Part in the Hospital nor Party of the First Part be treated as a Principal employer of manpower recruited and managed by the Party of the Second Part or any purpose whatsoever. All liabilities, save and except the Payment (as specified in **Annexure – ‘B’** hereto), including labor disputes, industrial relations, rates of wages and insurance in respect of the manpower required, shall be borne by the Party of the Second Part alone.

E. TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period of Three months from the aforementioned effective date and may be extended up to six months, as the case may be, upon written mutual agreement of both parties.

F. AMENDMENT OR CANCELLATION OF THIS MOU

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding maybe cancelled by either parties with (10 days) advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

G. INDEMNITY

Both Parties hereby agree to indemnify each other and hold each other harmless from any/all damages, costs, penalties, attorney’s fees and/ or other losses including but not limited to any third-party damages, losses, costs, expenses including claims of whatsoever nature arising out of and relating to the ICU services in general and treatment of the patients been attended to under the provisions of this MOU.

H. GENERAL PROVISIONS

The parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assumed full responsibilities for their performance under the terms of this MOU.

If at any time either party is unable to perform their duties or responsibilities under this MOU consistent with such Party’s statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

I. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the parties as a result of the terms of this MOU.

Signature 28/04/2021

Signature

J. ARBITRATION / MEDIATION DISPUTE RESOLUTION:

The Parties to this MOU agree that if any dispute arises through any aspect of this relationship, including, but not limited to, any matters, dispute or claims shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/ or arbitrated in an attempt to resolve any and all issues between the parties.

The parties agree that any claim or dispute arises from this MOU, the relationship or obligation contemplated or outlined within this MOU, if not resolved through mediation then it shall be referred to a Sole Arbitrator, appointed upon consent of both Parties, in writing. The Arbitral proceedings shall be conducted at Panvel / Mumbai and language of Arbitral proceedings shall be in English and the Arbitral proceedings shall be conducted under the provisions of The Arbitral and Conciliation Act, 1996, amended up to date. In the event that any court having jurisdiction should determine that any portion of this MOU to be invalid or unenforceable, only that portion shall be deemed invalid and not effective while the balance of this MOU shall remain in full effect and enforceable.

K. NOTICE

Any notice or communication required or permitted under this MOU shall be sufficiently given, if delivered in person or by certified mail, return receipt requested to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

L. GOVERNING LAW:

This Memorandum of Understanding shall be governed by and constructed in accordance with laws of the State of Maharashtra and all Laws applicable to the Hospitals and Medical Profession including any Central Act made applicable in the view of COVID-19.

M. SEVERABILITY CLAUSE

In the event that any provision of this MOU shall deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable the remainder of the MOU shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

Neither party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

N. UNDERSTANDING IN ENTIRETY:

This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license or other MOU /agreement entered into between the Parties subsequent hereto shall supersede and preempt and conflicting provisions of this MOU whether written or oral. This MOU / agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties

Signature 28/04/2021

Signature

pertaining to any/all orders and in the exercise of the powers conferred under Section 2, 3 and 4 of the Epidemic Diseases Act, 1897 and the Rules and Regulations thereof.

Shri. Sudhakar Deshmukh, The Municipal Commissioner, Panvel Municipal Corporation, is authorized to sign and execute the present MOU on behalf of the Party of the First Part.

MGM Dental College & Hospital, Kamothe, Navi Mumbai, and its Board of Management has authorized, Dr. Lt/ General (Retd) K R Salgotra, Hospitals Director, MGM Dental College & Hospital, Kamothe, Navi Mumbai, to sign and execute the present MOU on behalf of the Party of the Second Part.

In witness whereof the parties hereto have signed and delivered these present at Navi Mumbai, on the day and year first herein above written.

SIGNED AND DELIVERED BY

Shri. Sudhakar Deshmukh,
The Municipal Commissioner,
Panvel Municipal Corporation

Sudhakar Deshmukh 28/04/2021

Within named party of the FIRST PART
In the presence of witnesses

1. Shri. Sanjay Shinde, Deputy Commissioner-2, PMC
2. Dr. Anand Gosavi, Medical Officer Health (MOH), PMC

Sanjay Shinde

SIGNED AND DELIVERED BY

Dr. Lt/ General (Retd) K R Salgotra,
Hospitals Director,
MGM Dental College & Hospital, Kamothe

K R Salgotra

Within named party of the SECOND PART

In the presence of witnesses

1. Dr. Philomena Isaac,
Medical Administrator
2. Shri. N.B. Jogdand,
Chief Administrative Officer,

Philomena Isaac

Sudhakar Deshmukh 28/04/2021

N.B. Jogdand

Date : 28/04/2021

Place : Navi Mumbai.



Annexure - 'A'

The details of No. of ICU-Beds, Salary Expenses, Radiology, Pathology investigation & Dialysis services, Electricity / Water / Generator / Internet & telephone / Cleaning Material / Equipment Maintenance, Diet, Oxygen / Biomedical waste / Laundry and Additional 40 Nos of Non-ICU Beds.

Sr. No.	For Number of Beds	Salary expenses (detail in Annexure B)	Radiology, Pathology investigation & Dialysis services Expenses (as per Annex-D)	Expenses on Electricity / Water / Generator / Internet & telephone / Cleaning Material / Equipment Maintenance	Diet @250/- per Day per Patient, including Breakfast & Tea, Lunch, evening Tea & Dinner	Oxygen / Biomedical waste / Laundry	Additional 40 Nos of Non-ICU Beds, for Post-Covid/ Recovery treatment
1	2	3	4	5	6	7	8
		Fixed	Variable	Fixed	Variable	Variable	Fixed
1	1 st PHASE - 100 ICU BEDS (Hundred) (will be made Functional from 01/05/2021)	1,88,22,000	At Actual	30,00,000	At Actual	10,00,000	12,00,000
2	2 nd PHASE - 100 ICU BEDS (Hundred) (will be made functional from 10/05/2021)			30,00,000		10,00,000	
	Total per month	1,88,22,000	-	60,00,000		20,00,000	12,00,000
	Total 3 Months Expenses	5,64,66,000	-	1,80,00,000		60,00,000	36,00,000

*Subms 28/04/21
Kalyan*

Subms 28/04/21

Kalyan

Annexure - 'B'

The Details of Manpower requirement and their Salary expenses, for 200 Bedded ICU Facility

1	2	3	4	5	6	7	8
Sr. No.	Man Power	Ratio / bed	Educational Qualification	Salary (Rs.)	Required Staff / Shift for 100 Beds	Total Staff required for all 3 Shifts	Total Salary (Rs.)
1	Intensivist	1:25	MD	2,50,000/-	4	12	30,00,000/-
2	Medicine	1:25	MD	1,50,000/-	4	12	18,00,000/-
3	Anaesthetist	1:25	MD/DA	1,50,000/-	4	12	18,00,000/-
4	RMO	4:25	MBBS	60,000/-	12	36	21,60,000/-
5	Hospital Administrator	2/50 Beds	1 Year Exp.	35,000/-	4	12	4,20,000/-
6	Staff Nurse	1:01	GNN/BSC Nursing	35,000/-	70	210	73,50,000/-
7	X-Ray Technician	3/50 Beds	1 Year Exp.	17,000/-	2	6	1,02,000/-
8	ECG Technician	2/50 Beds	1 Year Exp.	17,000/-	2	6	1,02,000/-
9	Lab Technician	2/50 Beds	BSC DMLT	17,000/-	2	6	1,02,000/-
10	Pharmacist	4/50 Beds	D-Farm B-Farm	17,000/-	2	6	1,02,000/-
11	Storekeeper	2/50 Beds	Graduate	20,000/-	4	12	2,40,000/-
12	Security	3/50 Beds	Graduate	17,000/-	4	12	2,04,000/-
13	Ward Boy / Housekeeping Staff (X 3 Shift)	4:20	Secondary School	12,000/-	40	120	14,40,000/-
Grand Total							1,88,22,000/-

28/10/2021

[Signature]

Annexure 'C'

The details of the Equipments to be provided by PMC and MGM Hospital, For 200 ICU Beds

Sr. No.	Particulars of Equipments	Requirement of Equipments for 200 ICU Beds		Total Nos. of required Equipments
		Panvel Municipal Corporation	MGM Dental College & Hospital, Kamothe.	
1	Bedside Monitors	100	100	200
2	Infusion Pump	100	100	200
3	Syringe Pump	200	200	400
4	Portable Oxymeters /Transport Monitors	10	10	20
5	ECG Machine	6	6	12
6	Defibrillator(plain)	4	4	8
7	Defibrillator with External Pacemaker	2	2	4
8	Ventilator HFNC	20	20	40
9	Ventilator @Invasive Primary use	20	20	40
10	Ventilator @Mixed use /Transport	20	20	40
11	O2 Flow meters	100	100	200

28/04/2021

K. S. Desai

Annexure – D

The details of the existing rates of the Second Party, for Radiology, Pathology Investigations, Dialysis Services and RTPCR Test

Sr. No.	Name of Specialized Tests	Rate Per Test (Rs.)
BLOOD COAGULATION PROFILE		
1	BT CT	70/-
	APTT	285/-
	PT INR (Prothrombin Time)	165/-
2	Blood Culture & Sensitivity	365/-
3	D Dimer	600/-
4	IL 6 (interleukin) Levels	950/-
5	IL 1 (interleukin) Levels	400/-
6	CRP	230/-
7	Ferritin	145/-
8	Fibrinogen	1320/-
9	Procalcitonin	900/-
10	CPKMB	210/-
11	PRO B NP	880/-
12	ABG	725/-
13	LFT	440/-
14	RFT With Electrolytes	440/-
15	RFT Without Electrolytes	270/-
Fever Profile		
16	CBC	140/-
	MP (Malaria Parasite)	1320/-
	RMA (Rapid Malaria-Antigen)	275/-
	DENGUE IgM, IgG, & NS1	660/-
	Leptospirosis IgM	470/-
17	Lipid Profile	425/-
18	Troponin T	725/-
19	HRCT	1870/-
20	Dialysis	1320/-
21	RTPCR Test	500/-

Amulmms 28/04/2021

Kalga