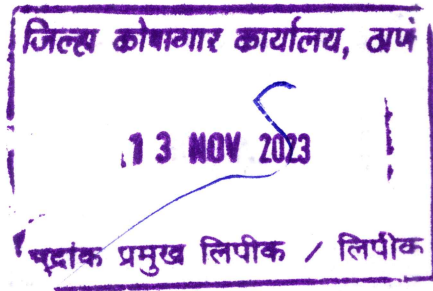




महाराष्ट्र MAHARASHTRA

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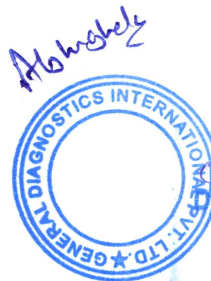


### MOU Between

**MGM Medical College and Hospital, Vashi, Situated at the address - Plot No.46, Sector No.30, Vashi, Navi Mumbai - 400703 (Referred in this document as 'CLIENT') and GENERAL DIAGNOSTICS INTERNATIONAL PVT. LTD. Plot No.6, Sector No.24, Turbhe, Navi Mumbai (Referred in this document as 'GD').**

**DEAN**  
MGM MEDICAL COLLEGE  
VASHI, NAVI MUMBAI - 400705

*S. K. A. (Signature)*



*A. B. (Signature)*  
**Professor & Head**  
Department of Biochemistry  
MGM Medical College  
Vashi, Navi Mumbai

जाडपत्र-१/Annexure -I  
फक्त प्रतिज्ञापत्रासाठी

17 NOV 2023

मुद्रांक विक्री नोंद वही अनु क्रमांक  
मुद्रांक विकत घेणाऱ्याचे नाव  
रहिवासाचा पत्ता व सही

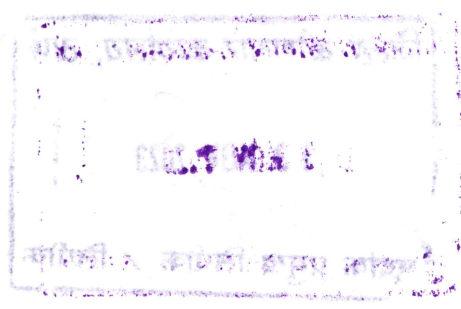
98364 दिनांक  
m y m college

घरवाना धारक मुद्रांक विक्रीच्या नाव व सही व घरवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता

श्री. विनोद वि. शिंगाडे  
परवाना क्र. २२/२००१/मंजि परवाना क्र. १२०१०४  
शासकीय कार्यसहायक/न्यायालयसमीर

कुठाल नं. १२, जमना मार्केट नं. १, सेक्टर-३,  
वेठळ, नवी मुंबई - ४००७०६ जो.न. १७०२१४२०४४

(शासन आदेश दि. ०१/०१/२००४ नुसार)  
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांची त्याच कारणासाठी  
मुद्रांक खरेदी केल्यापासून ६ महिन्यांचा अंत बांधणे बंधनकारक आहे



*S. Akate*

**DEAN**  
MGM MEDICAL COLLEGE  
VASHI, NAVI MUMBAI-400705



*K. Kanika*

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



*Abhishek*



MGM MEDICAL COLLEGE  
VASHI, NAVI MUMBAI

## TERMS USED in this Document:

- ⇒ **Services** – The medical testing & diagnostics services offered by GD.
- ⇒ **CLIENT ACCOUNT** – The unique identity number exclusive to a **CLIENT** in the GD's software system, in which the **CLIENT** can log in using an ID and password given by GD and conduct the day to day operations like data entry of patient's samples, payment of advance amounts, downloading the patient final report etc.
- ⇒ **Territory** – The geographic area of India.
- ⇒ **GD-LIS** – The web-based Laboratory Information Management System whose privileged access is given to **CLIENT**.
- ⇒ **Sample** – The blood/ urine or any other biological specimen sent by a **CLIENT** to the GD laboratory for testing of disease(s).
- ⇒ **Test** – Diagnostics test conducted at the laboratory of GD.
- ⇒ **Pre Analytical Errors** – The errors in lab testing results of a sample due to factors affecting the quality of sample before it reached the premises of the laboratory.
- ⇒ **Price List** – The price catalogue of the tests offered by GD.
- ⇒ **IP**- Intellectual Properties.

## 1. GENERAL INFORMATION

GD is a medical laboratory with headquarters at Plot-6, Sec-24, Turbhe, Navi Mumbai, Maharashtra, India and branch laboratories across various cities of India. The medical testing services are availed by **Hospitals**, Clinics, Nursing Homes and other institutions in the service of patients. These institutions are granted the distributorship of diagnostics services by GD for agreeing to comply with the terms and conditions mentioned in this document.

## 2. Terms and Conditions for availing laboratory tests

1) The **CLIENT** shall adhere to all terms and conditions herein to ensure the best Diagnostics Services from GD for its patients.

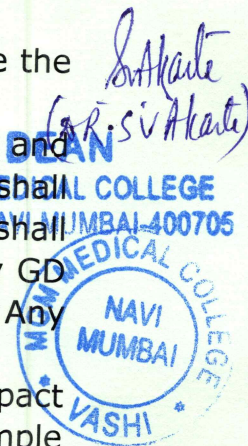
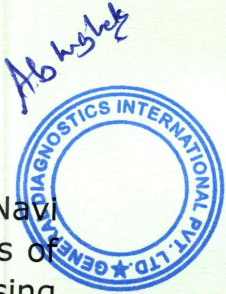
2) The **CLIENT** shall send samples to GD laboratory only of good quality and in Bar-Coded sample-collection-tubes. To ensure this, the **CLIENT** shall avail official Bar-Codes of GD provided Free of cost. The **CLIENT** shall adhere to all OPERATIONAL RULES as communicated time-to-time by GD through electronic mediums or verbal communications and training. Any deviation may result in delayed result or rejection of a sample.

3) GD shall not be responsible for any pre-analytical errors which may impact the test results. The **CLIENT** has to ensure that enough quantity of sample is collected by them, in correct vial, bar-coded, packed appropriately in cold boxes and handed over to the logistics personnel of GD. (Logistic will be provided by GD)

4) All IPs belonging to GD shall belong unconditionally to GD even if shared with the **CLIENT**. This may include software, sample transport device, lab processes, analysis methods, work flow, and any other information or material, whatsoever, shared by GD with the **CLIENT**.

5) **GD** shall adhere to the government norms on data confidentiality of Individuals and the medical information pertaining to the tests. Similarly, **CLIENT** shall also ensure the same.

6) **CLIENT** shall comply with the local health department regulations, sanitary regulations, and government guidelines. The **CLIENT** shall also maintain its own SOPs to carry out the disposal of bio-medical waste and infected



*Dr. Kavita*  
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Yes & Head  
Department of Biochemistry  
MGM Medical College  
Vashi, Navi Mumbai



material like syringes/ needles/ tubes and other disposable material generated during sample collection process.

- 7) The **CLIENT and GD** shall at no point in the duration of this agreement or thereafter have any authority to give any statement to press on behalf of each other at any public platform. (mass communication platform, social websites)
- 8) GD shall process the samples on a 'Test order basis'. GD does not has any interaction or reach to patient and therefore completely relies on the **CLIENT** for the authenticity of the sample & associated information to belong to the specific patient whose details is shared by **CLIENT** along with the sample for testing.
- 9) In case of revision of the price list offered by GD, It will be subject to approval from MGM Medical college and hospital, Vashi, Navi Mumbai (CLIENT)
- 10) As the MOU is for ICMR project, MOU will be considered Valid only if study is awarded to MGM Medical college and hospital, Vashi, Navi Mumbai. In case of rejection of proposal (EOI, Expression of Interest), this MOU shall be null and void.
- 11) GD shall submit excel sheet of raw data of sample analysis on a monthly basis.

### 3. Operations Rules:

The **CLIENT** has to obey the operational rules set by GD so that a good quality of sample's analysis can be done by GD. The **CLIENT** notes that not adhering to these rules will result in delay of the results and also affect the quality of analysis.

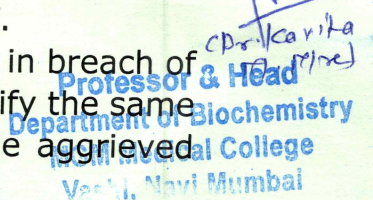
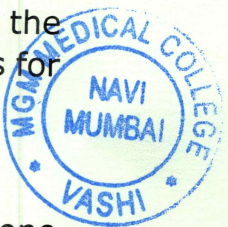
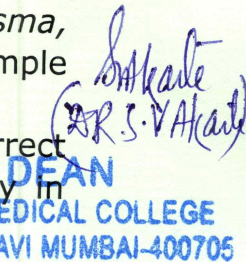
- 1) **Data Entry** - The **CLIENT** has to do the data entry (*name, address, test and other details*) for every sample in GD-LIS through a mobile phone or a computer.
- 2) **Correct Sample** - The **CLIENT** has to send the samples (*blood, plasma, urine etc*) in the correct container designated for the particular sample type.
- 3) **Sample Packaging** - The samples shall be appropriately packed in correct vials and tubes. They should strictly be bar-coded and packed only in temperature-controlled boxes.
- 4) **Logistics** - Logistic will be provided by GD only for pick up.
- 5) Post processing, all samples will be handed over to client. Logistic for the same will be arranged by CLIENT. **GD** shall store the processed samples for 72 hrs post acceptance.

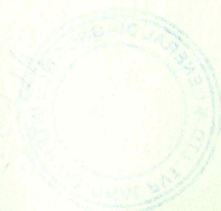
### 5. Payment Terms

- 1) Invoice will be generated on monthly basis. The payment will be done within 7 working days of the raised invoice.

### Term & Termination and Jurisdiction

- 1) This MOU shall remain in effect for a period of 12 months from the date of signing and shall be renewed post approval of GD and CLIENT.
- 2) The MOU can also be terminated by either party if the other is in breach of any of the conditions mentioned in this MOU and does not rectify the same in 30 days from the date of notification of the breach by the aggrieved party to the defaulting party.
- 3) The MOU can be terminated any time by either party by giving an advance notice of 30-days to the other party without assigning any reason.





- 4) Any dispute, difference or controversy arising out of or in connection with this MOU shall be referred to and resolved by arbitration conducted by the Indian Institute of Arbitration & Mediation, in accordance with their Arbitration Rules.
- 5) This MOU shall be subject to governing law of India and the courts of Navi Mumbai (India) shall have exclusive jurisdiction to enforcement of this MOU.

MOU Date: 17/11/2023

<b>CLIENT -</b>	<b>GD (Authorized Representative)</b>
<b>Authorized Signatory 1:</b> DEAN MGM MEDICAL COLLEGE <i>Sulabha Akarte</i>	<b>Signature:</b> <i>Abhishek Jha</i>
<b>Name &amp; Designation -</b> Dr. Sulabha V. Akarte Dean, MGM Medical College and Hospital, Vashi, Navi Mumbai - 400703	<b>Name &amp; Designation-</b> Mr. Abhishek Jha. AVP- General Diagnostics International Turbhe, Navi Mumbai 400705.
<b>Date:</b> 17/11/2023	<b>Date:</b> 17/11/2023
<b>Place:</b> MGM medical college & Hospital, Vashi Navi Mumbai 400703	<b>Place:</b> General Diagnostics International Turbhe, Navi Mumbai 400705
<b>Authorized Signatory 2:</b> <i>Kavita M. Mose</i>	
<b>Name &amp; Designation-</b> Dr. Kavita M. Mose Principal Investigator Professor & Head, Department of Biotechnology, MGM Medical College & Hospital, Vashi, Navi Mumbai 400703	
<b>Date:</b> 17/11/2023	
<b>Place:</b> MGM Medical College & Hospital, Vashi, Navi Mumbai 400703	



**BEFORE ME**  
*Abhishek P. Gaykar*  
ASHOK P. GAYKAR  
B. Com. LL.B., G.D.C. & A.  
ADVOCATE HIGH COURT  
NOTARY GOVT. OF INDIA  
Reg No. 5873

18 NOV 2023