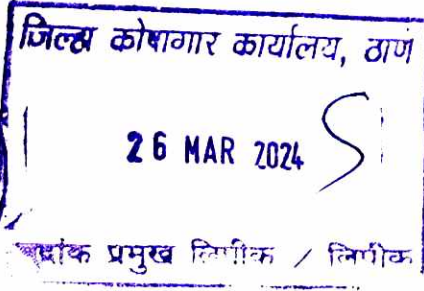




महाराष्ट्र MAHARASHTRA

2023

98AA 362805



### Memorandum of Understanding for Testing of Samples for SARS CoV 2

The Memorandum of Understanding (MOU) is executed at Mumbai on this 1st day of April, 2024 by and between MGM New Bombay Hospital an Indian resident residing at Plot no 55, Sector-3, Vashi Navi Mumbai-400703 (hereinafter referred to as "CLIENT", 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's Central Laboratory, MGM Medical college Kamothe, Sector 1, Kamothe Navi Mumbai-410209

Hereafter referred to as "Service Provider/s"

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MGM Medical College & Hospital  
Kamothe, Navi Mumbai-410209



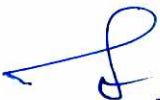
A. WHEREAS the Government of Maharashtra, in exercise of the power conferred under section 2, 3 & 4 of the Epidemic Diseases Act, 1897 has framed Regulations for prevention and containment of COVID-19 under No. Corona 2020/ CR/ 58/ Aarogya-5 dated 13th March 2020.

B. AND WHEREAS under rule 10 of the said Regulation, the Municipal Commissioner is authorized to take any measures for containment of COVID-19, and under the same Municipal Commissioner has authorised **MGM Medical College Hospital's Central Laboratory** to collect the samples from various locations, arrange the cold chain transportation to its testing facility, testing of samples, preparation of test reports etc. with regards to COVID -19 suspected cases, confirmed cases ,asymptomatic carriers etc.,

C. AND THEREFORE,the MoU is being signed between CLIENT and service provider on the following terms and conditions:

**I. Roles and responsibilities of Service Provider(s),MUMBAI**

1. Facilitate collection of throat/nasopharyngeal swabs by trained personnel in specially equipped vehicles or citizen's homes/ hospitals while maintaining biosafety.
2. Transport collected samples to Service Provider laboratories maintaining cold chain.
3. Conduct both screening & confirmatory tests at respective Service Provider Laboratories using the USFDA approved / European CE certified IVD/NIV approved test reagents procured.
4. Follow all procedures and protocols approved by ICMR and CLIENT as applicable from time to time.
5. Reports of testing for SARS CoV -2 will be prepared & signed on Letter head of the Service Provider as per GoI directives.
6. Provide all information relating to this test including but not limited to name of each citizen, mobile number, address, ID number, test results to CLIENT in an agreed format and frequency.
7. Service Provider would be endeavor to send you the reports of the specimens/samples sent to us at 48 hours. Client will be observing quality performance indicators i.e,
  - 1) TAT Outlier deviation.
  - 2) Total number of Reporting Errors.



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MGM Medical College & Hospital  
Kamathe, Navi Mumbai-410209



8. Service Provider makes no warranty, express or implied of any kind with respect to Test samples/specimen including any express or implied warranty or merchantability or fitness for a particular purpose without limitation, the results of the Tests that have been carried out by Service Provider.

## **II. Financial Considerations**

Service Provider will bear the charges of the vehicle, driver and fuel whereas Client will bear the cost of VTM, swab, personnel for collection at home, as well as testing reagents and charges. The other detail conditions are as under:

1. Maximum charges to be recovered from each Client for the services provided will be Rs. 350/-/Client/ Service Provider will pay Rs.350/- vide Bank Fund Transfer for samples tested in Service Provider bank account as per bank details provided by Service Provider has given 30 days credit period to client to make payment after providing bill for the samples collected.
2. Sample collection, transport & testing charges per sample shall be capped at Rs 500/as per latest ICMR guidelines.

## **III. Miscellaneous:**

1. This MOU shall come into force from the Effective Date first mentioned hereinabove and shall remain valid for a period upto 31<sup>st</sup> March 2025, Either Party shall have a right to terminate this Agreement without cause by providing the other Party 30 day prior written notification.
2. The validity and interpretation of this MOU will be governed exclusively by the laws of India and jurisdiction shall be vested exclusively with the courts at Mumbai, India.

For MGM MEDICAL COLLEGE KAMOTHE



Authorised Signatory  
DEAN

**Dean**

MGM Medical College & Hospital  
Kandivli, Navi Mumbai 410209

MGM NEW BOMBAY HOSPITAL

Authorised  
Manager Procurement & Finance

