
Draft MoU for approval

Dr. Jay Shah <jay.shah@apollofertility.com>
To: "mgmmcnb@gmail.com" <mgmmcnb@gmail.com>
Cc: Accounts Belapur <accounts.belapur@apollofertility.com>

Wed, Aug 7, 2024 at 2:29 PM

Dear Mahatma

We can go ahead with this agreement .

Regards

Dr Jay Shah

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 **Memorandum of Understanding apollo reproductive medicine (2024 to 2025).docx**
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Memorandum of Understanding

Between

MGM Medical College Kamothe, Navi Mumbai

Constituent Unit of MGM Institute of Health Sciences, Navi Mumbai

And

Apollo Specialty Hospitals Private Limited (ASH)

This **Memorandum of Understanding** (hereinafter referred to as the "MOU") is made and entered into as of the date of last signature below by and between:

MGM Medical College, Kamothe Navi Mumbai (MGMMCKNM) (MGMIHS Deemed to be University u/s. 195³) which expression shall include its subsidiary, successors and assigns) having its office at **Mahatma Gandhi Mission Medical College, Sector 1, Kamothe, Kalamboli, Navi Mumbai, Maharashtra 410209** through its **Authorized representative/ Director of the First Part**

And

Apollo Specialty Hospitals Private Limited, having its registered cum corporate office at 71-6 i 7iA, 615 & 616, imperial Towers, 7th Floor, Ameerpet, Hyderabad 500 038 through its Authorized Signatory, Anubhav Prashant COOO- Apollo Cradle & Apollo Fertility


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hereinafter referred as 'ASH', which expression shall include its subsidiary, successors and assigns) of the Second Part .

MGMMCKNM and ASH are jointly referred as the Parties or Institutions and individually referred by their name.

Whereas the Institutions intent to work together to develop a collaborative arrangement, whereby the institutions may participate in collaborative teaching, training, research and other agreed activities that further enhance the program as more particularly stated here in below and the relationship between the institutions.

And Whereas pursuant to various meetings and discussion the parties have agreed to conduct certain programs/courses jointly. The parties represent and warrant that the parties are within their respective rights to enter into and execute the present MOU and have been authorized to execute and enter into this MOU, which authorizations are annexed hereto as Annexure A collectively.

The " MGMMCKNM " and "ASH" shall be collectively referred to as "Parties" and individually as "Party" and shall mean and include their respective successors-in-interest and permitted assigns.

1. WHEREAS:

MGM Medical College, Kamothe, Navi Mumbai, established in Aug. 1989. Presently constituent unit of MGM Institute of Health Sciences, Navi Mumbai, Deemed to be University (Accredited by NAAC A++) with a futuristic vision to provide qualitative education by applying innovative and dynamic pedagogical techniques. Since inception, MGMMCKNM has focused on providing Health Care Services, Medical Education with utmost dedication and commitment. Service to society at the grass root level has been the basic vocation of MGMMCKNM along with education. MGMMCKNM has been instrumental in providing prompt and efficient health care services to the economical weaker sections of the society. The Teaching Hospitals and Medical Colleges underscore its commitment to human resource development and social health and welfare.

Apollo Specialty Hospitals Private Limited (ASH)

Apollo Specialty Hospitals Private Limited (ASH), is a subsidiary company of Apollo Health and Lifestyle Limited (AHL), a company registered under the Companies Act and having its registered office at 7-1-617/A, 615 & 616, Imperial Towers, 7th Floor, Amecrpet, Hyderabad-500038. AHL in turn is a subsidiary company of Apollo Hospital Enterprise Limited (AHEL) a company registered under the Companies Act and having its office at 19 Bishop Gardens, Raja Annamalaipuram, Chennai 600006. ASH has all valid and subsisting approvals and licenses and is eligible to execute and enter into this MOU.

Apollo Fertility, is a brand of Apollo Specialty Hospitals Pvt. Ltd. (ASH), is a leading chain in the field of ART (Assisted Reproductive Technologies). ASH has started the brand Apollo


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Fertility in the year 2016, which has now over a period of 3 years established itself as a thought leader in the field of infertility medicine, and currently operates 12 centers across India. Apollo Fertility offers several specialized investigative procedures for infertility in men and women giving couples their very best chance of a successful pregnancy.

Backed by AHEL's 35-year legacy of clinical excellence and unbeatable expertise, ASH through Apollo Fertility brings to the table unparalleled commitment towards Assisted Reproductive Technologies and successful outcomes. Over the years the ASH team has been adding advanced treatments into its service offerings through the Apollo Fertility brand and has been keen in providing best possible treatments to the couples.

ASH team includes specialists in Fertility, Reproductive Medicine, Reproductive Endocrinology, Andrology, Urology, Fertility Enhancing Laparoscopic Surgeons, Fetal Medicine and a supportive team of Clinical Counsellors, Care Managers and Dieticians. ASH through Apollo Fertility has been making significant strides in its journey by having single minded focus on service to the patients.

The parties hereto acknowledge that the Parties have the required infrastructure and facilities including faculty, libraries, laboratories which, if associated with each other will only complement each other, enhance and improve the learning experience, provide a more comprehensive and detailed practical experience and training.

NOW THEREFORE THIS MOU WITNESSETH AS FOLLOWS:

1. Objectives of the MOU:

The MGMMCNM and Apollo Fertility agree:

- To develop managerial and academic skills in graduates to effectively administer IVE, Clinical Embryology, Gynecology departments and or units with the application of appropriate technologies and instructional strategies
- To offer fellowships courses to improve the employability skills;
- To conduct jointly training programmes, workshops, seminars, and other awareness activities in the area of reproductive health and medicine which are mutually agreeable.

2. Areas of Collaboration:

- Providing fellowship program in reproductive medicine to Gynecologists
- Providing certificate program in ART (Assisted Reproductive Technology).
- To cooperate in the exchange of information through lectures and practical's relating to their activities in field of mutual interest.
- To cooperate in exchange of information through lectures and practical's by


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Apollo's experts for 30 days

- To provide awareness and interaction through conducting talks and workshops.

3. The Program

The Programs under this present MOU covers the following courses: -

- (i) Fellowship in Reproductive Medicine (Duration -I Year)

The courses entail theory and practical training. The parties agree and undertake that the parties will jointly conduct the program and the courses thereunder. The courses will be conducted at the premises of both the parties as per the required and available expertise, infrastructure and facilities. The Parties agree and acknowledge that the facilities and infrastructure of the Party's compliment and support each other and thereby provides and supports a more complete, comprehensive and advanced course/program. The courses shall be run at the premises of both the Parties and the students shall be permitted to use the facilities under supervision during the term of the course.

The Parties agree that the experts of ASH shall visit the MGMMCKNM premises as visiting/ honorary faculty, the schedule of which shall be synchronized

The students will be permitted to use the laboaaories of ASH at Apollo Fertility as per the schedule agreed upon. Such visits will be under the supervision of the MGMMCKNM faculty. Apollo agrees that the said faculty visiting the laboratories shall be trained by the experts of Apollo.

4. Administration:

4.1. The Authorized Signatories of both MGMMCKNM and ASH shall jointly administer and supervise the program and the courses under this MOU. The parties will be responsible for developing and carrying out a joint action plan and making regular reports on the implementation of this MoU to the Head of Department of OBGY (MGM Medical College, Navi Mumbai) under MGMIHS. The report then shall be placed before the Board of Studies/ Academic Council in its next scheduled meeting.

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5. OBLIGATIONS OF PARTIES

MGMMCKNM and ASH through its Apollo fertility have agreed that in support of their mutual interest in the field of education & community service, both the Parties shall undertake the following obligations.

A. Obligations of MGMMCKNM:

- To provide Reproductive Medicine Fellowship Program to M.D./MS/ DGO/FCPS in Obstetrics & Gynecology in MCI approved place or D.N.B. in Obstetrics & Gynecology in NBE approved place
- In addition to fellowship Programme, MGMMCKNM shall design and implement short term courses / certificate courses through MGMMCKNM for PG students and post graduates as approved by the Board of Management.
- Enhancing coverage and reach of infertility cases through the outreach program in the villages, among students, staff & faculty.
- Provide technical support and expertise in developing courses for fellowship
- Exchange of information through lectures and practical's relating to their activities in field of mutual interest,
- To arrange for and make available the required classrooms for provision of training/lectures to the enrolled students as may be mutually agreed from time to time.
- To conduct assessment / examinations, evaluation and issue certificates to the trainees after completion of the training / course.
- To prepare marks memos and dispatch the diploma certificates to the candidates.

B. Obligations of Apollo Fertility /ASH

- Provide technical support and facilities including but not limited to laboratory facility for the students under the fellowship program
- Provide technical support and facility for the students for short term courses / certificate courses through MGMMCKNM for ART to UG and PG students.
- Provide technical support and training facility for the faculty visiting the laboratories along with the students for the Fellowship through MGMMCKNM for ART to UG and PG students.
- Conduct weekly or biweekly infertility OPD at MGM Kalamboli and MGM CBD.
- Provide technical support and expertise in developing courses for fellowship courses.
- Provide diagnosis at mutually agreed costs and treatment to the economically challenged people affected by infertility which is in congruent to the organizations mission.
- Exchange of information Through lectures and practical's relating to their activities in field of mutual interest;


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C. Joint Obligations of Apollo Fertility/ASH and MGMMCKNM

- To make joint efforts and take care of promotional activities, for wide publicity of the courses being conducted under this Understanding
 - Both institutions agree to supply work space, library and technical facilities to the students as per the need and requirements.
 - The parties agree that the consultancy and travel expenses related to the visits for lectures/sessions, talks and workshops will be reimbursed by the host institute on mutually agreed terms.
 - Both the parties agree and undertake jointly and independently to organize conferences, workshops, seminars etc. The faculty, students and staff shall be encouraged to participate in such activities so as to interact with each other for their academic and professional growth.
 - Various programmes, seminars and events may be conducted by the parties with information to each other in advance, as and when required
 - The parties agree to make efforts to exchange staff/ students for their projects and provide support, train the faculty and staff of MGMMCKNM with laboratory working and functioning.
 - The parties agree to help each other to establish and develop laboratories, research centers, etc. as and when required including after the termination or determination of this MOU.
 - The parties agree for exchange and sharing of technical and scientific data and research material, solely for the purpose of education and research.
 - Faculty of MGMMCKNM and Apollo Fertility depending on their qualifications and experience can act as co-guides to the students pursuing the M.Ss, M. Tech, and Ph.D. programmes at MGMMCKNM and Apoilo Fertility as the case may be.
6. For the purpose of facilitating the implementation plan of this MoU, both the parties agree to have regular communication and correspondence, all of which shall be also copied to the Head of Department of OBGY (MGM Medical College, Nevi Mumbai) under MGMIHS and the Head of Apollo Fertility, ASH. Only writing communications shall be considered as valid official communications.
7. This MoU shall be effective and comes into force upon signature of the authorized signatories of both the parties. It shall be subject to revision only by a written and duly executed agreement/addendum between two parties.


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8. Committee;

The MGMMCKNM and Apollo Fertility shall appoint the Coordinators/Authorized representatives in their respective offices who shall be responsible for coordinating all communication, supervising and directing the implementation of the MoU. Activities like examination, admission, administrative matters will be monitored through a committee of MGMMCKNM.

The authorized representatives and or coordinators shall jointly supervise the program and courses, and file reports in respect thereof to the Committee. The committee shall place the reports before the Board of Management or the Board of studies or Academic Council as required.

9. Duration:

The MoU shall become effective from **August 1, 2024 ('Effective Date')** and this document is executed by the authorized officials of both the parties and shall remain in force for a period of **one years ('Term')**. Upon the completion of this term, the MoU **may further be renewed** for a period **another one years (31 July 2025)** or a **mutually agreed period upon the assent of both the parties.**

10. Financial Provisions:

Fees and Expenses

The parties shall in consultation jointly decide upon the fees and other charges for the courses. The parties agree that the programs are the joint responsibility of the parties and are being conducted jointly at the premises of the parties. The parties have agreed and undertaken to comply with their respective duties, obligations listed herein and have agreed to incur the expenses for the same. The expenses required to run the programs shall be incurred from the revenue share or from the parties own resources if the expenses exceed the revenue share. The respective duties/responsibilities of the parties program wise are listed below:-

LECTURES TAKEN BY BOTH PARTY FOR THE PROGRAMME OF FELLOWSHIP IN REPRODUCTIVE MEDICINE

MGMMCKNM	APOLLO
1. Infertility and IVF Procedures	1. Infertility and IVF Procedures
<ul style="list-style-type: none">• concepts in infertility	<ul style="list-style-type: none">• Intrauterine Insemination
<ul style="list-style-type: none">• Aetiology of female infertility	<ul style="list-style-type: none">• Assisted Conception
<ul style="list-style-type: none">• Evaluation of female factor	<ul style="list-style-type: none">• Uterine Receptivity
<ul style="list-style-type: none">• Investigations in the female	<ul style="list-style-type: none">• Oocyte donation
<ul style="list-style-type: none">• Uterine Receptivity	<ul style="list-style-type: none">• Embryo donation


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• Endometriosis —Diagnosis & management	2. Intracytoplasmic sperm injection (ICSI)
• Polycystic ovarian disease Evaluation & Management management	• Success rate with different treatment modalities for infertility
• Recurrent loss — Evaluation & management	• Monitoring & treatment of early pregnancy after ART treatment
	• Complications of ART & its management
	3. Andrology
	• Hands on semen analysis
	• semen washing,
	• Sperm Donation
	• sperm freezing and Thawing
	4. Tests for ovarian reserve
	• Different stimulation protocol and monitoring of controlled ovarian hyper stimulation
	• Prevention of OHSS and its management
	• Approaches to ovarian stimulation in PCO patients
	5. QC, QA and Record keeping in ART —
	• Setting up of an ART Lab
	• Equipment required for setting
	• Quality Assurance & quality control in ART laboratory
	6. Ethics and regulation in ART
	• Ethical aspects of infertility management
	7. ART in endometriosis
	• Egg pick up protocol, its trouble shoots, Hands on egg pick up in oocyte pick up room
	• Hands on culture dish preparation
	• Hands on Gamete handling and IVF insemination in embryology lab
	• Hands on catheter loading of embryos and transfer using non gamete cells
	8. Luteal support
	• Cryopreservation Vitrification and preparation for frozen Thaw
	• Embryo transfer and its protocol
	• Discussion Demonstration about ICSI and IMSI.


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Fee Share:-

MGMMCKNM will collect the fee (as decided as this programme) from students and shall pay the fee share to ASH's Apollo Fertility (50% of the total tuition fee paid by the student) within 30 days after the last date for receiving fees from the students. **The parties agree to share the fees as under:**

Course	Total Fee	Apollo fertility Shale	MGMMCKNM
Fellowship in Reproductive Medicine	INR 5,00,000/- Proposed by MGMIHS	50%	50%

Cost of GST if any (Not applicable for MGM medical College Kamothe, Navi Mumbai as Education institute)

11. AMENDMENT, DURATION AND TERMINATION OF MOU

- 11.1 **The tenure of MoU** may be extended with mutual agreement of the parties and on terms and conditions as are mutually negotiated and agreed by and between the parties.
- 11.2 This MoU may be amended at any time only by a written document/ amendment in writing signed by the parties and with the prior mutual consent of both the parties. The parties agree that any amendment to the MOU shall be in writing and signed by the authorized person of the parties. The amendment shall be in the form of an addendum. The parties agree that the other terms and conditions of the MOU shall remain valid, effective and binding on the parties.
- 11.3 This MoU may be terminated by either party by the provision of prior written notice of termination of 30 days to each other. However, both parties agree that all continuing obligations to stake holders, are met in full subsequent to the notice of termination
- 11.4 The termination of this MoU shall not affect the rights or obligations of either party regarding any binding offer or firm obligation approved and agreed to either party prior to the termination date.

12. MISCELLANEOUS

- 12.1 If any provision of this Memorandum is held by any court or other competent authority to be illegal, void or enforceable in whole or in part, this MoU shall continue to be valid as to the other provisions therefore and the remainder of the effected provision.
- 12.2 Nothing in this MoU constitutes or to be construed a party as the partner, agent, employee or representative of the other party. A party must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligation on behalf of or pledge the credit of the other Party without the prior written approval of the other Party.


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12.3 The parties agree to comply with all laws applicable within the jurisdiction of the signatories below.

12.4 Parties shall conduct their activities following all the statutory regulations and law of the *land* in letter and spirit

13. Assignment.

Neither party may assign this Agreement or the rights there under without the prior written consent of the other party.

14. Order of Precedence.

In the event of any inconsistency between the terms of this Agreement and the documents referenced or incorporated herein or any other document, correspondence or agreement concerning this Programme between the Parties and/or their employees, the terms of this Agreement will prevail.

15. Entirety.

This Agreement represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

16. Counterparts.

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same Agreement, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts.

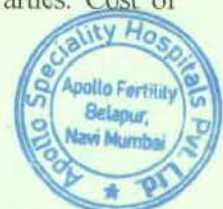
17. Dispute Resolution.

In event of dispute or claim between the parties concerning the interpretation of any provision of this agreement or the performance of any of the terms/obligations of/under this Agreement, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee of faculty. The parties after due discussion shall try their level best to resolve the disputes arising out of this agreement, failing which through the Arbitration process. Both the parties after due discussion shall appoint an Arbitrator for resolving the dispute arising out of this Agreement. The venue and place for arbitration shall be Hyderabad. Proceeding of arbitration shall be in English. Decision of the arbitrator shall be final and binding upon both the Parties. Cost of arbitration shall be bear by the Parties jointly.


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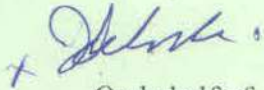


18. Jurisdiction:

If the dispute cannot be settled by the above process, the courts located at Mumbai could be approached for adjudication.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding in two original copies in English at the place and on the date indicated below:

PARTIES



On behalf of
Apollo Specialty Hospital Pvt Ltd
Navi Mumbai



COO Apollo Cradle & Interfertility
Date



On behalf of
MGM Medical College
Kamothe

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WITNESS