1

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2021 ◐ ZF 558265

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

अनु.क्र. 33808 दि. 23-12-2021 मु.शु.रक्कम 100/-

दस्ताचा प्रकार Affidavit

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव Molecular Laboratory SKNMC GH

पत्ता Narhe Pune

दुसऱ्या पक्षकाराचे नाव MGM Medical College. New Mumbai.

हस्ते व्यक्तीचे नाव व पत्ता Vinayak Jadhav

20 DEC 2021

प्रथम मुद्रांक लिपीक कोषागार पुणे कार्यालय

मुद्रांक विक्रेता सही

परवाना क्र. 2201101

MEMORANDUM OF UNDERSTANDING

The original memorandum of understanding is entered in to on **27th November 2021** between The Dean MGM Medical College & Hospital's Central Laboratory, Maharashtra state (India), referred to as party no.1

AND

Professor & Head, Dept. of Microbiology, Molecular Laboratory Smt. Kashibai Navale Medical College and General Hospital, Narhe Pune, Maharashtra, here in referred to Party no.2.

Dean

M.G.M. Medical College & Hospital

Kamothe, Navi Mumbai - 410209

21.01.22

WHEREAS Party no.1,is an Institute that provides patients treatment and other medical services including Microbiological services. The geographical region served is Maharashtra & Central India.

The party no 2 provides diagnostics service to patients hailing from Pune.

The memorandum of understanding is formulated between the parties of the following covenants.

PURPOSE:

In order to render more compressive range of services to its patients, Party no 2 is desirous to outsourced samples of 2009 H1N1 Influenza to party no 1for investigations on RT PCR and report for the purpose of inter lab comparison

The samples will be sent quarterly for this purpose both the parties have mutually agreed to render the services mention above on following terms and conditions

1. Services covered under this MOU

A) The party no 2 shall send samples to party no 1 only for testing of H1N1 Influenza testing on RT PCR for purpose of interlab comparison

B) The charges for H1N1 Influenza **test shall be Rs. 5000/-.**

2. Duration

A) The parties hereby agree that effective date of mutual agreement shall be from the date of signing this memorandum of understanding and the same will be valid till 26/11/2024

3. Confidentiality

A) The party shall maintain confidentiality of all patient's health information and medical records with in accordance with prevailing law of land.

B) That in eventuality of instrument breakdown or any damage to the particular machine or instrument of the Molecular Laboratory of both parties, it will be open for parties to send all the samples for which the investigation is usually carried out at the respective Molecular Laboratory of Party no 1or party no 2 as the case may for investigations

In witness where of party no 1 and party no 2 have been herein sign this memorandum of understanding at Navi Mumbai in presence of following witness

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

Dr. Ashwin Balasubramanian, Internship Work Report

Work period: Feb-March 2022.

I am Dr. Ashwin Balasubramanian, currently pursuing an M.D. degree from the Department of Pharmacology, MGM Medical college, Navi Mumbai. In November 2021, I had applied for an internship program in Pfizer Mumbai. After an interview, I was selected and offered an internship in Medical Affairs at Pfizer Mumbai for 2 months from 1st Feb 2022 – 31st Mar 2022.

During my internship, I was working with the Rare Disease medical team under the supervision of Dr. Hitesh Muley, Medical Lead, Rare Diseases, Pfizer India. After initial round of discussion and expectation setting, I was assigned the following objectives:

The **objectives** to be achieved:

1. To understand the role and functioning of Medical Affairs in Pfizer India.
2. To learn methods, approaches and policies for internal and external stakeholder interactions related to medical activities.
3. To understand the process to review scientific aspect of promotional/scientific material in line with the policies.

To achieve the above objectives, I was given a formal training around the SOPs and work instructions pertaining to above objectives. A detailed induction plan was given to understand various functions and their roles and interactions with Medical Affairs. I also interacted with my fellow colleagues to understand their function and role. I was also given some responsibilities to achieve the above-mentioned objectives. During this entire tenure, I was in constant touch with Dr. Hitesh for guidance and information required.

Sessions attended:

Sr.No.	Sessions Attended	Learnings
1	**Rare Disease Plan of Action 2022 meeting**	The different parts of a plan of action and how the various stakeholders in the company for eg. Medical, regulatory, legal, sales, marketing, access, digital, etc. interact.
2	**Basics of RWE studies**	How to conduct a RWE study in India and challenges faced when conducting it.
3	**Introduction Artificial intelligence and Machine learning**	I learned about the untapped potential of Artificial Intelligence and Machine Learning, the existing use-cases and achievements for AI/ML in diagnosis of diseases, and future directions for this exciting and new field
4	**Medical Affairs meeting**	The new evolving and transforming role of Medical Affairs was explored through interactions with colleagues in breakout sessions.

Assignments completed:

Sr.No.	Assignments completed	Learnings
1	**Literature search to understand the latest development in Growth Hormone Deficiency in India.**	To collate data in a systematic unbiased, manner using detailed checklists.
2	**Prepared a presentation on recent updates in the management of Growth Hormone disorders.**	To present the entire information in a way that is holistic, non-promotional and prevents misunderstanding.
3	**Conducted a session on the evolving role of Medical Affairs in KOL management for Rare Disease and Internal Medicine medical team.**	There are different types & levels of KOLs depending on segmentation. The KOL journey should be kept in mind when planning engagements.
4	**Interacted with 5 cardiologist KOLs in relation to Rare Disease focus group medical meetings.**	Importance of having complete knowledge about the topic of discussion when interacting with a high-level KOL.
5	**Supported in execution of Centre of Excellence kickstart meeting involving cardiologists from 19 institutes and preparation of Eliquis Masterclass.**	The logistic requirements and challenges before, during, and after a meeting with multiple high-level KOLs.
6	**Attended all weekly Rare Disease review meetings.**	Understood the ways of how a team is assigned tasks and how important it is to complete them in time for growth as a team and as an individual.
7	**Collaborated with Pfizer colleagues for successful execution of the Cultural Event in the Medical Affairs meeting.**	I learned to interact with colleagues of different verticals in an informal setting.

Though my experience in Pfizer I gained an understanding of the four Pfizer values. Courage, Excellence, Equity, and Joy. Switching to onsite work from a work-from-home situation during these COVID times, I understood **Courage.** Engaging with my colleagues and delivering on tasks for critical meetings, I understood **Excellence.** Working with the Rare Disease team for an under-served population, I understood **Equity.** Collaborating with Pfizer colleagues the successful execution of Cultural Event in the Medical Affairs meeting, I understood **Joy.** I humbly thank Dr. Hitesh, and Pfizer India for this wonderful learning experience and all the support and encouragement.

Yours' Sincerely,

31/3/2022.

Dr. Ashwin Balasubramanian.

महाराष्ट्र MAHARASHTRA ◐ 2021 ◐ ZS 296575

18 APR 2022

मुल्यांकनाचा दिनांक
कोषागाराचे नांव-पनवेल,
जि. रायगड.

उप कोषागार अधिकारी
पनवेल - रायगड

Memorandum of Understanding (MOU)

Between

MGM Medical College and Hospital, Kamothe, Navi Mumbai (FIRST PARTY)

&

SEAL (Social & Evangelical Association For Love), Vangani, Nere, New Panvel (SECOND PARTY)

THIS Memorandum of Understanding is made on this 2nd May 2022.

MGM Medical College & Hospital, Navi Mumbai, having registered office at Sector : 1, Kamothe, Navi Mumbai 410209, hereinafter called First Party MGMMCH (which term shall deemed to mean and include its successor-in-interest, permitted assign, agents and executors) through their Authorized signatory. The agreement may get changed as per requirement with consent of both the parties.

AND

SEAL (Social & Evangelical Association For Love), Vangani, Nere, New Panvel

- Doctors from dept of Geriatrics in Co-ordination with Rural Health Training Centre, Nere team of MGM to visit every Tuesday– to screen patients and needed patients will be admitted in a ward which is allocated for SEAL

- All other patients also can be shown to the doctors on Tuesday – whoever needs further follow and admission will be referred to MGM.

- The Specialty Visit will be Skin / ENT / Ophthalmology / Paediatrics will be once a week. The geriatric dept of MGM Medical college will co-ordinate for smooth functioning of the patient care of the 2nd party.

- During admission in MGM , common medicines will be provided from hospital. Specific medicines if not in MGM medical store, may have to be procured by SEAL. Also all implants etc required for treatment may procure by the Seal.

- At least one male and female attendant be with the patients during the stay

- One Co-ordinator will work with the team in MGM as volunteer, for all co-ordination, admission, treatment and other needs. ID card provision for the volunters . They will be introduced to all Social workers and Doctors and all departments so that to get better co-ordination in treatment of patients.

- The transport to & fro of patients will be bored by first party.

- The In Patient will be admitted in Hospital Beds in the respective General Wards and will be treated free of cost (Bed charges, Generic Medicine, Hb, CBC, LFT, RFT & OT charges, food) however the specialised investigation /test will be cost effective. Medicine, Consumable, & splints will be bound by the second party. However OPD IPD & Doctors consultation will be completely free.

- This MOU is valid for a period of 3 yrs from 2nd May 2022 to 1st May 2025 subject to the feedback and changeable by either party with one month notice period / intimation.

Dr. G.S. Narshetty
Dean
MGM Medical College,
Kamothe, Navi Mumbai

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

HOD Geriatric
MGM Medical College
Kamothe.

Fr. K.M. Philip,
Director
SEAL Ashram

03/06/'22

Date :

Place :

Extension of Memorandum of Understanding (MoU)

BETWEEN

MAHATMA GANDHI MISSION MEDICAL COLLEGE, KAMOTHE, NAVI MUMBAI, UNDER MGM INSTITUTE OF HEALTH SCIENCES,

AND

DR. BABASAHEB AMBEDKAR MEMORIAL MUNICIPAL HOSPITAL, KHOPOLI DISTRICT - RAIGAD

महाराष्ट्र MAHARASHTRA ◑ 2019 ◑ 10 MAY 2021 AS 808066

पुरवठ्याचा दिनांक
उपकोषागाराचे नांव-पनवेल,
जि. रायगड.

उप कोषागार अधिकारी
पनवेल - रायगड

उप कोषागार कार्यालय
पनवेल-रायगड

BETWEEN

MAHATMA GANDHI MISSION MEDICAL COLLEGE, NAVI MUMBAI
under MGM INSTITUTE OF HEALTH SCIENCES
AND

Dr. Babasaheb Ambedkar Memorial Municipal Hospital, Khopoli, District - RAIGAD

THIS MoU is made at Navi Mumbai and comes in effect **immediately in continuation of previous MoU of 1st November 2015** between Dr. Babasaheb Ambedkar Memorial Municipal Hospital, Khopoli, District - RAIGAD, Here in referred as the **FIRST PARTY**

AND

MGM MEDICAL COLLEGE, KAMOTHE, NAVI MUMBAI hereinafter referred as **SECOND PARTY**

M.G.M. MEDICAL COLLEGE NEW MUMBAI 410209 KAMOTHE

AND WHEREAS THE FIRST PARTY is seized and possessed of sufficiently entitled to the Municipal Hospital, Bajarpeth, Khopoli hereinafter referred to as the said premises which is in their exclusive possession being in need of Medical Personnel including doctor/doctors/ paramedicals to manage the multispecialty outpatient services, laboratory services and Secondary and Tertiary health care services to the users of their hospital has approached **SECOND PARTY**.

AND WHEREAS SECOND has agreed to manage their hospital by way of providing the services of doctors and paramedical staff at the said PREMISES as Urban Health Training Centre (as specified hereunder) having Academic Control by Dean in the said premises, upon same terms and conditions as per earlier MoU in effect from 1st November 2015.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

Both the parties agree to extend the earlier MoU which was in effect from 1st November 2015 to 30th October 2020 for a further period of 5 years from 01st Nov. 2020 to 30th October 2025 upon same terms and conditions..

IN WITNESS THEREOF THE PARTIES HERETO have executed this agreement in the manner herein on this 15th May 2021

SIGNED SEALED AND DELIVERED

By the within named "FIRST PARTY"

Competent Authority

Dr. Babasaheb Ambedkar Hospital, Khopoli,
Khopoli Municipal Council, Khopoli

Chief Medical Officer
Khopoli Municipal Council

CHIEF OFFICER
Khopoli Municipal Council

Witnesses-

1.
2.

SIGNED SEALED AND DELIVERED

SECOND PARTY

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

Dean
MGM Medical College, Navi Mumbai
Under MGM Institute of Health Sciences
Kamothe, Navi Mumbai

Witnesses-

1. Dr. Prasad Naiyarkar
2. Dr. Sunita Sajeev

ATTESTED BY ME
R. C. DIGPAL
ADVOCATE & NOTARY
MUMBAI
21 MAY 2021

4

महाराष्ट्र MAHARASHTRA ◐ 2019 ◐ WF 670418

11 NOV 2020

MEMORANDUM OF UNDERSTANDING

Between

MGM MEDICAL COLLEGE & HOSPITAL
(CONSTITUENT UNIT OF MGMIHS)
Sector 1, Kamothe, Navi Mumbai-410209,
Tel.No 022-27432471,022-27432994,Email.mgmmcnb@gmail.com Website: www.mgmuhs.com

AND

MORE-YA BIOSCIENCES Limited Liability Company(LLP)
Sr.No.71/72,Sneh Park Co.op.Hsg.Society
Baner, Pune, Maharashtra 411045

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

This Memorandum of Understanding (**"MOU"**) made on this 3rd of August, 2020 by and between the **Mahatma Gandhi Mission Institute of Health Sciences** through its constituent Institute, MGM Medical College & Hospital **(MGMIHS/MGM Medical College)** having its office at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209 and **MORE YA BIOSCIENCES Limited Liability Company(LLP)** having its registered office at Sr.No.71/72, Sneh Park Co.op. Hsg. Society, Baner, Pune, Maharashtra 411-045 (hereinafter referred to as the "**MYB**") which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and permitted assigns) of the Second Part.
MGMIHS and MYB each individually and collectively referred to as "Party" and "Parties" respectively herein.

(A) **Whereas** MGMIHS is a deemed to be University, recognized under the University Grants Commission Act. MGMIHS runs and administers educational institutions and medical colleges in Navi Mumbai and Aurangabad including the Mahatma Gandhi Missions Medical College and Hospital at Kamothe, Navi Mumbai. The aims and objects of MGMIHS are to establish educational institutes and hospital with the required modern facilities and infrastructure, to provide good quality education, medical education/facilities etc to the society and public at large, to help promote education, medical education and provide good quality medical facilities at reasonable rates etc.

(B) **And Whereas** MYB is a LLP founded and headed by Mr Varunraj More. MYB is a limited liability company registered in India MYB though being a startup company has developed a software by the name "AI Tool" which helps detect and reliably diagnosing COVID-19 cases by use of X-Ray images. The validation process of the said software is required to be done.

(C) **And Whereas** COVID-19 which began with the reporting of unknown causes of pneumonia in Wuhan, Hubei province of China on December 31, 2019, has rapidly become a pandemic. This new virus spread from Wuhan to most countries in the world by March 2020. The ongoing pandemic is expected to be the most severe pandemic in recent history. The disease is named COVID-19, and the virus is termed SARS-CoV-2.

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

(D) **And Whereas India** has seen more than 15,00,000 confirmed cases and more than 34,000 deaths from this disease as of July 29, 2020. This virus's name SARS-CoV2 describes its most common symptom: **"Severe Acute Respiratory Syndrome,"** where patients' lungs are usually the first to suffer damage. The typical clinical features of COVID-19 include fever, cough, sore throat, headache, fatigue, muscle pain, and shortness of breath. The most accurate test for COVID-19 is a real-time reverse transcription-polymerase chain reaction (RT-PCR). However, its use is limited by low availability, high costs, and longer delays in getting the diagnosis. Chest radiological imaging such as computed tomography (CT) and X-ray have vital roles in early diagnosis and treatment of this disease. The Chest radiological imaging method if validated and used will serve as an cost effective alternative to the other test, help in early detection and prevention of damage to the lungs.

(E)And Whereas MYB has developed an **AI tool** in reliably diagnosing COVID-19 cases by use of X-Ray images. MYB is looking to collaborating/associating itself with reputed universities, institutes having the required infrastructure, facilities and know how to validate the AI tool. MYB has requested MGMIHS to *validate the software tool.*

(F)**And Whereas** MGMIHS is a reputed institute having the required facilities, infrastructure etc and has been in and associated with the medical field and medical research. MYB has approached MGMIHS, through the MGM Medical College and Hospital with a request to validate theAI tool at the MGM Medical College and Hospital with the help of the retrospective data available with the MGM Medical College and Hospital Kamothe navi Mumbai.

(G) Whereas the parties propose to undertake the validation process of the AI Tool with the help of the Chest radiological imaging of X-ray of patients affected with the COVID 19 virus. *Under the MOU , MGMIHS through the MGMMCH will* validate the "AI tool" developed by MYB in reliably diagnosing COVID-19 cases by use of X-Ray images. The parties propose to use the X-Ray images available with the MGM Medical College and Hospital, Navi Mumbai **(the retrospective data)**.

(H)And Whereas pursuant to various meetings and discussions the MGMIHS and MYB have agreed to execute and enter in this MOU with a objective to spell out and define the scope of work, duties, responsibilities etc of both the parties and specific role of each party in testing, developing and validating the AI tool developed by MYB and the work to be undertaken in respect thereof in the future.

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

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **SCOPE, OBJECTIVES AND BENEFITS OF MOU:**

(a) The MGM Medical College and Hospital Navi Mumbai will test and validate the AI tool developed by MYB, in reliably diagnosing COVID-19 cases by use of X-Ray images (the retrospective data) from the MGM Medical College and Hospital, Navi Mumbai and the MGM College and Hospital Aurangabad. MGMIHS will validate the software developed by MYB. The validation will be in the form of A Performa (Annexure 1 hereto) which has been approved in the Ethics committee. Further the parties agree and accept that MGMIHS can utilize the validation/ soft ware for patients diagnosis, for academic, research and publication purposes etc.

(b) The parties agree and accept that the MOU, will able MYB to gets its AI Tool software validated from MGMIHS and MYB may provide access at the discretion of MYB to MGMIHS to use the software for its research purposes, hospitals and patients diagnosis etc.

2. **TERMS AND CONDITIONS OF THE MOU AND TERMINATION:-**

(a) The MOU is for a period of **-5** /years. The parties may renew/extend the MOU for a further period upon such terms and conditions which are mutually agreeable to the parties.

(b) **Termination:** Either party shall have the right to terminate the MoU by giving a 30 days (notice period) notice to the other party. Once the termination notice is given no activity will be conducted by and between the parties.

3. **Responsibilities/Duties/Obligations of Parties :**

(A) Responsibility of MGM Medical College & Hospital, Navi Mumbai:

(i) MGM Medical College & Hospital will provide data (retrospective data) of covid-19 patients which will be collected from the patient's medical record. The same will include basic demography data, clinical data-symptoms, any signs of lung involvement on auscultations, SPO2, Standard X-Ray chest obtained as per the site operating procedure to ensure data collection and Site radiologist report and the RT PCR reports.

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

(ii) Data collection will be the responsibility of the investigating team of MGMIHS. The Investigating team consists of the Principal investigator and the Co-investigators of the MGM Medical College & Hospital of MGMIHS. The investigators will be responsible for ensuring the accuracy, completeness, legibility, and timeliness of the data reported. All source documents will be completed in a neat, legible manner to ensure accurate interpretation of data. Hardcopies of the study visit worksheets will be provided for use as source document worksheets for recording data.

(iii)he Clinical data will be entered into the MYB supported web based data platform. The data system includes password protection and internal quality checks, such as automatic range checks to identify data that appear inconsistent, incomplete, or inaccurate. The clinical data will be entered directly from the source documents. Investigating team of MGM will enter the data.

(iv)To compare the accuracy of COV-Ai tool vs site radiologist vs. blinded independent radiologist to classify COVID-19 related lung involvement correctly.

(v)To assess the accuracy of COV-Ai tool to classify COVID-19 related lung involvement in various patient subgroups based on triaging in the hospital.MGM will validate the soft ware too depending on the various levels of Covid 19 i.e patients will be divided according to their severity so the tool will validate it for the various levels of severity.

(B) Responsibilities of MORE-YA BIOSCIENCES :-

(i) MYB will provide the software COV-Artificial intelligence-based tool (COV-Ai) to predict COVID-19 related lung involvement.

(ii) To assess the accuracy of COV-Ai to classify COVID19 related lung involvement in suspected cases.

(iii)To assess the accuracy of COV-Ai in patients with laboratory-confirmed COVID-19 infection.

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

(C) Responsibilities of both the Parties:

Confidentiality/secrecy

(i) The confidentiality and privacy of the data of the Covid-19 patients will be strictly held in trust by the parties, the participating investigators, the staff of both the parties and all participants or people involved in the project.

(ii) The data collected under this project or the data used under this project shall be the property of the MGMIHS and the same ought to be kept confidential by the parties. The parties shall be bound by the terms of confidentiality in respect of all the data (main or incidental) to the studies under this MOU or studies under this MOU. MYB agrees and undertakes not to use the data for any other purpose whatsoever.

All case report forms and other data (including without limitation, written, printed, graphic, video and audio material, and information contained in any computer data base or computer readable form) generated by the Study Site in the course of conducting the Study (the "Data") shall be the property of the study sponsor, which may utilize the Data in any way it deems appropriate, subject to and in accordance with applicable privacy laws. Any copyrightable work created in connection with performance of the Study and contained in the Data (except any publication by the Principal investigator) shall be property of the study sponsor

(iii) The parties agree and undertake to hold in strict confidence the data that could be used to identify a specific study participant within the research team.

(iv) The parties agree that no personally identifiable information from the study or any document used during the study will be released to any unauthorized third party. Release if required for the purpose of the study shall be made after receiving written approval and prior consent of both the parties. The parties agree and undertake that all the research activities, work will be carried out/conducted in MGM Hospital, Kamothe, Navi Munbai & MGM Hospital Aurangabad. The same shall be a private and confidential set up. Any deviation or relaxation as regards the confidentiality clause or any matter affecting (directly or indirectly) the confidentiality shall need the prior written approval of the MGM Ethical Committee.

(v) The parties agree and undertake that the study participant's contact information will be securely stored at each clinical site for internal use during the study. The same shall be under the control and in the custody of Electronic Data Processing (EDP) section of MGM.

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

4. **Fees:** MGMIHS has agreed to do the validation without charging any fees and considers the same as a contribution of MGMIHS towards the fight against COVID-19 pandemic.

5. **General Conditions :**

(i) There will be quarterly meetings between the parties to audit the work to ensure that the aims and objects of the MOU are meet and the issues/ difficulties if any are addressed. A report of the meetings shall be filed with the Scientific Advisory Committee (SAC)of the MGM Hospital Navi Mumbai and MGM Hospital Aurangabad. The decision of the committee in respect thereof shall be final and binding.

(ii) **Data/Records:-**At the end of the study, all data and records will be kept/stored in a secure location i.e Electronic Data Processing (EDP) section of MGM. The data will be stored for a period of 5 years and shall be under the review of the Scientific Advisory Committee.

(iii) The study documents will be retained for a minimum of 2 years or until at least 2 years have elapsed since the formal discontinuation of clinical development of the study intervention. The said documents shall be retained by and in custody of MGMIHS. The parties agree that no records/data will be destroyed without the written consent of both the parties.

(iv) **Protocol deviations**: The parties agree that it shall be the responsibility of the Principal investigator to use continuous vigilance to identify and report protocol deviations within 7 working days of identification of the protocol deviation. *The* deviations if any from the planned protocol, shall be placed before the Ethics committee of MGMIHS. If any adverse effects are notices the adverse effects need to be informed to the Ethics committee for research on human subjects. The decision of the Ethics Committee shall be final.

(v) All deviations will be addressed in study source Documents/protocol.

(vi) Publication and data sharing policy: The parties agree that all publication shall be a joint publication and due weightage shall be given to both the parties.

(vii) The data collected from the MGM Hospital of Navi Mumbai, will be the sole property of the MGMIHS. At the end of the study, one or more manuscripts for joint publication may be prepared in collaboration between the Investigator(s) MGMIHS and the MYB.

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

(viii) Any publication of results must acknowledge all sites/centers, this being the multicentre project. The other site/center being MGM Medical Hospital Aurangabad. The results from other site must be reported in entirety in a responsible and coherent manner and results from subsets should not be published in advance or without clear reference to the primary publication of the entire study.

(ix) The parties agree and accept that MGMIHS and MYB have the right to publish data of the study independently. MGMIHS will include name of MYB in its publications and MYB will include the name of MGMIHS in their publication.

(x) If the matter considered for publication is deemed patentable by the MYB due weightage should be given to MGMIHS the name of MGMIHS will be in the Patent as a co-investigator however they will not share any revenue with MGMIHS as it a soft wear that has been put together by MYB , MGMIHS is only validating. The soft wear MYB will give the soft wear free for use to MGM Group Of Hospitals for covid -19 Patient diagnosis.

(xi) MGMIHS retains its ownership of the data related with patients of Covid19 for the use by MGMIHS stake holders for the research and other purposes.

6. **NOTICES**

Any notices given under this Agreement will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

MGMIHS:-

Address: Sector 1, Kamothe Navi Mumbai-410209, Tel No: 022-27432471 / 27432994
Fax: 022-27431094
Email: mgmuniversity@mgmuhs.com / mgmuniversity@yahoo.co.in

MORE-YA BIOSCIENCES

Director of More-YaBiosciences.
Sr.No.71/72, Sneh Park Co-operative Hsg.Society, Baner, Pune,
Maharashtra - 411045, **INDIA,**
TEL.: 9890765555 E-MAIL: vgore@more-ya.com

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

7. MISCELLANEOUS

a) Assignment

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

b) Severability

If any provision of this MOU becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this MOU and will be deemed to be deleted from this MOU. If such deletion substantially alters the basis of this MOU, the parties will negotiate in good faith to amend the provisions of this MOU to give effect to the original intent/object of the parties under this MOU.

c) Order of Precedence.

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

d) Entirety.

This MOU 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.

e) Amendments.

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

Dean.
D. Y. P. M. Medical College & Hospital
Kharghar, Navi Mumbai - 410209

f) Independent Entities.

MGMIHS and MYB are independent parties and neither is an agent, joint venture partners, or partner of the other.

g) 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 mutual discussion between the Vice Chancellor / Registrar of MGMIHS and MYB 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 Arbitration shall take place in Navi Mumbai.

Now, therefore, for and in consideration of the foregoing premises the parties have signed the Memorandum of Understanding on 30th Nov., 2020. **PARTIES**

Dean	**Director**
MGM MEDICAL COLLEGE & HOSPITAL **CONSTITUENT UNIT OF** **MGM Institute Of Health Sciences,** **(Deemed to be University u/s 3 of UGC Act 1956)** Grade "A" Accredited by NAAC Sector 1, Kamothe, Navi Mumbai – 410209	**Varun Gore** **MORE-YA BIOSCIENCES** Sr.No.71/72, Sneh Park Co-operative Hsg. Society, Baner, Pune, Maharashtra - 411045. E-mail: vgore@more-ya.com Website: www:more-ya.com

Registrar
MGM Institute of Health Sciences
(Deemed to be University u/s 3 of UGC Act 1956)
Grade "A" Accredited by NAAC, Sector 1, Kamothe, Navi Mumbai – 410209

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

महाराष्ट्र MAHARASHTRA ◐ 2020 ◐ YT 419061

29 JUL 2021

खरेदीचा दिनांक
उपलब्धतेचा दिनांक
जि. रायगड.

उप कोषागार अधिकारी
अलिबाग - 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, Kamothe, 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.1and 2, Sector-1,Kamothe, 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

M.G.M. MEDICAL COLLEGE NEW MUMBAI 410209 KAMOTHE

Dean.
M.G.M. Medical College & Hospital
Kamothe, 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 (~~under~~ 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 fromday 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.

M.G.M. MEDICAL COLLEGE NEW MUMBAI 410209 KAMOTHE

Dean.
M.G.M. Medical College & Hospital

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.

M.G.M. MEDICAL COLLEGE NEW MUMBAI 410209 KAMOTHE

Dist. Tuberculosis Officer
Raigad-Alibag

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

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

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/Billirubin)	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 maximumdays	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.

M.G.M. MEDICAL COLLEGE NEW MUMBAI 410209 KAMOTHE

Dist. Tuberculosis Officer
Raigad-Alibag

Dean,
MGM Medical College & Hospital

Dr. Kiran Patil (I.A.S.)
Chairman
District Integrated Health &

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.

M.G.M. MEDICAL COLLEGE NEW MUMBAI 410209 KAMOTHE

6/9/2021
Dist. Tuberculosis Officer
Raigad-Alibag

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

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 DTOof 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

M.G.M. MEDICAL COLLEGE NEW MUMBAI 410209 KAMOTHE

Dean

Dist. Tuberculosis Officer
Raigad-Alibag

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

M.G.M. MEDICAL COLLEGE NEW MUMBAI 410209 KAMOTHE

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

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

Seal

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

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

Dist. Tuberculosis Officer
Raigad-Alibag

6

M O U
between

National AIDS Control Organisation, Ministry of Health and Family Welfare, Government of India

&

Mahatma Gandhi Mission's Medical College & Hospital, Kamothe, Navi Mumbai -410 209

This Agreement is made on 1 day of December 2018 by and between Ccompetent Authority, National AIDS Control Organisation, Ministry of Health and Family Welfare, Government of India, 9th Floor, Chandralok Building, 36, Janpath, New Delhi 110 001 (hereinafter referred to as "NACO (First Party) ")

AND

Mahatma Gandhi Mission's, Medical College, Navi Mumbai (hereinafter referred to as ("Second Party"), run by Mahatma Gandhi Mission, a Public charitable Trust bearing registration number - F- 674(Nanded) having its registered office at – Nanded acting through Dean, MGM Medical College, Kamothe, Navi Mumbai – 410 209, the authorised signatory, hereinafter referred to as "Second Party", which expression shall, unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives.

WHEREAS NACO (first Party) is providing first line antiretroviral treatment (hereinafter referred to as ART) to persons living With HIV/AIDS (hereinafter referred to as PLHAs) in India through designated public hospitals as per the guidelines issued by the NACO (first Party) from time to time:

AND WHEREAS NACO (first Party) coordinates the aforementioned provision of ART at designated public hospitals by limiting the selection, procurement, distribution and rational use of drugs, including antiretroviral drugs, and prescribing guidelines for treatment of opportunistic infections and provision of ART;

AND WHEREAS NACO (first Party) is desirous of extending the provision of ART to more PLHAs in collaboration with not-for-profit non-governmental organisations;

Draft approved
① Nodal Mr Update 24/12/18
② MS.
③ Dean.

AND WHEREAS Mahatma Gandhi Mission's, Medical College, Navi Mumbai (hereinafter referred to as ("Second Party") an Organization registered under the MGM Trust Registration. It has established a centre to extend AIDS related treatment, care and other services to its employees and their families living with HIV/AIDS and to extend these services to PLHA's in the nearby areas as a part of their corporate social responsibility;

AND WHEREAS the parties hereto had set up a collaborative ART project since 01/12/2018 (*month & year)* and hereby reduce the terms of the agreement to writing;

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

I. PURPOSE OF COLLABORATIVE ART PROJECT

The purpose of the present Agreement is to continue the collaborative ART project between NACO (first Party) and second Party that had been a model for high quality provision of ART and associated healthcare and medical management of PLHAs in Maharashtra, India.

II. RESPONSIBILITIES OF NACO

1) NACO (first Party) shall continue to organize refresher training or provide support for training of personnel of second Party involved in the collaborative ART project.

2) NACO (first Party) shall provide to second Party regular updates on National ART guidelines from time to time as earlier.

3) NACO (first Party) and second party shall form a committee comprising of representative from NACO (first Party), Nodal Officer / Director of second Party, which shall supervise and monitor the collaborative ART project to ensure provision of quality services.

4) NACO/SACS will continue to provide drugs on a [three] monthly basis on receipt of a requisition/s from second party and certificate of utilization of drugs in a prescribed format supplied earlier.

III. RESPONSIBILITIES of second party

Second party had set up a centre at MGM Medical College & Hospital, Kamothe Navi Mumbai, Maharashtra State and has appointed Dr. Umakant Deshpande, as Nodal Officer for the official contact for the collaborative ART Project.

1) Second party represents that it provides various health services to PLHAs, a description of which is set out at Schedule III to the present Agreement.

2) Second Party undertakes that it will comply with all the laws for the time being in force in India in the running of the ART centre as done earlier. Second Party has obtained all necessary government approvals and have appointed the necessary staff with the requisite technical qualifications.

3) Second Party strictly follows the National ART guidelines (drug regimen as well as physical standards) issued by NACO (first party) from time to time, follow the terms of reference for staff including qualifications as specified by NACO (first Party) and has ensured that mechanisms needed for good treatment adherence are in place.

4) Second party shall respect the autonomy and privacy of the patients, and to this end provides pre- and post-test counseling, obtains written informed consent from the patient prior to a test or treatment, and maintains confidentiality of the patients on the principle of shared confidentiality.

5) Second Party shall provide for data protection systems to ensure that the confidential records of the patients are computerized and are protected so that they are not accessible to any unauthorized person.

6) Second Party shall provide a copy of all medical records to the patients on their request.

7) Second Party shall provide all health services related to provision of ART and treatment of opportunistic infections, including those listed in Schedule III, free of cost to patients who require treatment. Second Party shall not deny services to any person living with HIV on any ground. The ARV drugs used for community will be supplied by NACO/SACS.

8) Second Party shall maintain all the registers and reporting formats as per NACO (first party) ART guidelines. They will send report of all adverse drug reactions to NACO (first party).

9) Second Party shall use standard NACO (first Party) Monitoring and Evaluation tools.

10) Second party shall provide standard, regular monthly reports of patient numbers and relevant details for the previous month to NACO (first party) by the 4th of each month in prescribed formats in accordance with the guidelines laid down by NACO (first Party) from time to time. NACO (first Party) will be free to use the data so sent to them in an anonymous manner.

11) Second party shall provide details of the ART team at their centre along with the names and technical qualifications of the staff in case of any change to NACO (first party) from time to time.

12) Second party shall entirely bear the costs related to the staff's salary (doctors, counselors, pharmacist, nurses, medical records officer and administrative staff) and the cost related to the infrastructure. Second party represents that it has enough funds to run the programme for the next three / five years. Second party will permit NACO (first party) to inspect its documents relating to the balance sheets, profit and loss accounts, grants and donors, financial and other documents so that NACO (first party) can verify the representation of sustainability of the collaborative ART project.

13) NACO/SACS will provide drugs for ART on receipt of a requisition/s from second party and certificate of utilization of drugs in a prescribed format supplied earlier.

14) Second party has already established a network with NGOs involved in HIV care and support as well as with the Indian Network for People Living With HIV/AIDS or PLHA groups in the area for increasing access to treatment and for follow-up support.

15) The designated representatives of second party shall continue to attend the coordination meeting with NACO (first party) at their own costs.

16) Second party shall not permit research or clinical trial, whether relating to the allopathic system of medicine or any alternate system of medicine or any combination thereof, at the designated ART centre, except with the approval of the Drugs Controller General of India for the conduct of such clinical trial. Further, in the event of an approved clinical trial, the Party of the Second Part will ensure that ethical protocols are complied with.

17) Use of any data obtained by second party during the course of its collaborative ART project shall be done in an anonymised manner such that the identity of the patients enrolled at the collaborative ART project is not revealed in any manner.

18) Second party shall maintain the records for a period of five years from the time that this Agreement is terminated or lapses by efflux of time.

19) Second party shall constitute a grievance redressal mechanism. ***[A model grievance redressed mechanism is annexed hereto.]*** Further, second party shall forward to NACO (first party) in an anonymised manner the nature of complaints received and action taken thereon on a monthly basis.

20) Second party shall continue to provide space, CD 4 machine and staff for the ART center.

IV. COMMENCEMENT

1) This Agreement shall become effective upon signature by both the Parties and It shall remain in full force from the last date of renewal till completing of 3 yrs of agreement.

V. RENEWAL OF AGREEMENT

1) This Agreement is renewable at the option of NACO (first party) and second party.

2) Six months prior to the expiry of the Agreement due to efflux of time NACO (first party) shall intimate second party if it intends to renew or not to renew the Agreement.

3) In the event that second party decides not to renew the Agreement, second party shall intimate three month in advance to NACO (first party) about its inability to continue to provide treatment free of charge to the patients enrolled. If second party fails to continue to provide treatment free of charge or expresses its inability to do so, they shall give notice to the patients and NACO (first party) about this and refer the patients to the nearest government hospital providing treatment for opportunistic infections and ART, as directed by NACO (first party). Further, upon such referral, second party shall forthwith forward a copy of all medical records of the patients to such hospital and to NACO (first party) or a person designated by NACO (first party) to receive such medical records. Thereupon, NACO (first party) will be responsible for ensuring that the patients continue to receive the drugs.

4) In the event that NACO (first Party) desires to renew the Agreement, the terms and conditions of this Agreement, as may be amended, will apply *de novo*. It is made expressly clear that in that event, second party will have to re-apply for and re-obtain certification.

5) Both parties shall ensure that there is no treatment interruption of the patients.

VI. TERMINATION OF AGREEMENT

1) The second party shall ensure that the infrastructure and manpower at centre is provided as per operational guidelines and in event of any deficiencies / reduction/withdrawal of space or staff, NACO (first party) (GOI) will exercise its option to terminate the agreement unilaterally

2) Any party may terminate this Agreement without giving any reasons after giving three months notice to the other party at the address provided in this Agreement for correspondence or the address last communicated for the purpose and acknowledged in writing by the other party.

3) On such notice of termination being received by any party, second party shall intimate NACO (first party) about its inability to continue to provide treatment free of charge to the patients enrolled. If second party cannot continue to provide treatment free of charge, they shall give notice to the patients and NACO (first party) about this and refer the patients to the nearest government hospital providing treatment for opportunistic infections and ART, as directed by NACO (first party). Further, upon such referral, second party shall forthwith forward a copy of all medical records of the patients to such hospital and to NACO (first party) or a person designated by NACO (first party) to receive such medical records. Thereupon, NACO (first party) will be responsible for ensuring that the patients continue to receive the drugs.

VII. BREACH BY second party

1) In case second party is not able to provide services as per agreement or defaults on the provision of this Agreement or declines the patients to provide medication or directly or indirectly makes any charges for the treatment of opportunistic infections or ART or otherwise enters into any malpractices, it shall be liable for breach of agreement and breach of trust and other consequences which may include black listing with NACO (first party), MOHFW, Ministry of Home affairs and External Affairs. This action shall also be intimated to their parent/ International NGO also for necessary action by them.

2) If second party is found to have made any charges for the treatment which was to be given free of charge under this Agreement or to have not provided the medicines to the named patients or to have otherwise misappropriated the funds or goods released by NACO (first party) to second party, then without prejudice to any other right or consequence or mode of recovery, NACO (first party) may recover the amount thereof from second party and/or its office bearers as arrears of land revenue.

VIII. SETTLEMENT OF DISPUTES

1. Any dispute or difference or question arising at any time between the parties hereto arising out of or in connection with or in relation to this Agreement shall be referred to and settled by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any modification or replacement thereof as applicable for the time being in India.

2. The arbitration shall be referred to an arbitrator nominated by Secretary Department of Legal Affairs, Ministry of Law and Justice, Govt. of India Delhi. The Arbitrator may, if he so feels necessary, seek opinion of any health care personnel with experience of working in the field of HIV and care and treatment of PLHAs.

3. The place of arbitration shall be either New Delhi or the site of the collaborative ART project, which shall be decided by the arbitral tribunal bearing in mind the convenience of the parties.

4. The decision of the arbitrator shall be final and binding on both the parties.

LAW APPLICABLE.

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

IX. ADRESSES FOR CORRESPONDENCE

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

Signed For and on behalf of	Signed For and on behalf of
Mahatma Gandhi Mission's, Medical College, Navi Mumbai (Dr. Umakant Deshpande Nodal Offi Dr U. N. Deshpande Associate Professor Medicine Dept. MD Medicine MGM Medical College & Hospital Kamothe Reg. No. 32548 Signature Date...1-1-2019.. In the presence of Name and Signature (Mrs. Harapriya Kar) Date ...1/1/2019.....	Competent authority NACO Signature ..... Date..... In the presence of Name and Signature ..... Date.....

[In case the contract is entered into by the President through the NACO, this needs to comply with the Rules of Business laid down in this behalf.] : Competent Authority , NACO

SCHEDULE I

MODEL LIST OF DRUGS TO BE PROVIDED BY NACO TO Second Party

S.no	LIST OF ARV DRUGS
	Adults
1.	Zidovudine300mg + Lamivudine 150mg
2	Zidovudine300+Lamivudine150+Nevirapin200
3	Tenofovir 300 mg+ Lamivudine 300 mg+ Efavirenz 600 mg
4	Tenofovir 300 mg+ Lamivudine 300 mg
5	Nevirapine tablet/Suspension 200 mg/50 mg
6	Efavirenz 200 mg, 600 mg
7	Lopinavir 400 mg /ritonavir 100 mg
8	Atazanavir 300 mg/ ritonovir 100mg
	Paediatric
9	Tablet.Zidovudine 60+ Stavudine 30
10	Tablet.Zidovudine 60+ Stauvudine 30+Nevirapine 50
11	Tablet.Abacavir 60+ Lamivudine30
12	Tablet.Efavirenz 50 mg
13	Lopinavir/ ritonovir 100/25 tablet
14	Lopinavir / ritonovir syrup

SCHEDULE II

MODEL FOR A ONE YEAR AGREEMENT

Year	Centre	Number of PLHAs for whose treatment stock is to be provided
2018-19		

SCHEDULE III

MODEL OF DESCRIPTION OF SERVICES PROVIDED / PROPSOED TO BE PROVIDED

Address of site	Mahatma Gandhi Mission's, Medical College, Kamothe, Navi Mumbai
Outpatient	As per Statistics attached
Days	Monday to Saturday
Timings	08.30 am to 03.30 pm(As per hospital timings)
Inpatient care	24 Hours
Number of patients registered	As per Statistics attached
Number of patients receiving ART	As per Statistics attached
Average number of patients attending OPD everyday	As per Statistics attached
Criteria followed in administering ARVs	As per NACO Guidelines
Treatment for OIs	As per NACO Guidelines
First line regimen	TLE/EFV
Description of follow-up of patients	As per NACO Guidelines
Facilities available	As per NACO Guidelines for ART Center
Personnel and their qualifications	As per NACO Guidelines for ART Center

ANNEXURE

MODEL GRIEVANCE REDRESSAL MECHANISM

[Note: This portion has been taken from the draft law on HIV/AIDS and it would be advisable for MGM Medical College & Hospital, Navi Mumbai *to constitute a grievance redressal mechanism at the outset.]*

(a) Second party shall appoint a person of senior rank, working full time in the organisation, as the Complaints Officer, who shall, on a day-to-day basis, deal with complaints received from an aggrieved person or an authorised representative of such person.

(b) Every aggrieved person or an authorised representative of such person, who has a grievance against the second party about the services provided or refused, has the right to approach the Complaints Officer to attend to such complaint and shall be informed of such rights by second party.

(c) The Complaints Officer may inquire *suo motu*, and shall inquire, upon a complaint made by any aggrieved person or authorised representative of such person, into the complaint.

(d) The Complaints Officer shall act in an objective and independent manner when inquiring into complaints made.

(e) The Complaints Officer shall inquire into and decide a complaint promptly and, in any case, within seven working days. Provided that in cases of emergency, the Complaints Officer shall decide the complaint within one day.

(f) The Complaints Officer, if satisfied that there has been an unfair/arbitrary refusal of services or deficiency in the services provided, shall (i) first direct second party to rectify the cause of the grievance, (ii) then counsel the person alleged to have committed the act and require such person to undergo training and social service. Upon subsequent violations by the same person, the Complaints Officer shall recommend to second party to, and the institution shall, initiate disciplinary action against such person.

(g) The Complaints Officer shall inform the complainant of the action taken in relation to the complaint.

Assistance to ART Centres in various sectors under NACP

Component	Public Health Sector	Remarks
	Medical Colleges, Distt. Hosp.	
Land	Available	
Infrastructure Development	√	Under NACP-III
Equipment (CD4 machine)	√	
Additional Human Resources	√	
Diagnostic Kits (HIV/CD4)	√	
ARV Drugs (First Line)	√	
Drugs for Opportunistic Infections	Can be done as per cost effective/ Govt rates	
Training of key personnel	√	TA/DA by sponsoring agency
IEC material	√	
Operational Costs	√	

7

HEALTH INDIA's Copy

Health India TPA Services Pvt. Ltd.

HEALTH INDIA™
TOWARDS GOOD HEALTH

(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

HEALTH INDIA TPA SERVICES PVT. LTD.

DHI MISSION HOSPITAL

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

MAHATMA GANDHI MISSION HOSPITAL * KAMOTHE *

HEALTH INDIA TPA SERVICES PVT. LTD.

Medical Superintendent

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.

HEALTH INDIA TPA SERVICES PVT. LTD.

MAHATMA GANDHI MISSION HOSPITAL * KAMOTHE *

Medical Superintendent

Medical Superintendent
M.G.M. Hospital, Kamothe

HEALTH INDIA's Copy

22. I) Provider hereby agrees to give ~~15%~~ 0% discount 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. Satpathy Sign

Date: 6/9/14

Medical Superintendent
M.G.M. Hospital, Kamothe

For

HEALTH INDIA TPA Services Pvt. Ltd.

Through Dr/ Shri./ Smt. Sabhajit Singh. Sign

Date: 23/02/2015

Regd. Office: Commercial Union House, 2nd Floor, 9, Wallace Street, Fort, Mumbai – 400 001.
Tel.: 2207 0869 / 2207 2482 * Fax: 91-22-2207 3204 * Email: contact@healthindiatpa.com *

8

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU

13821

27.2.18

BN 638321

R. RAGUPATHI
STAMP VENDOR, LIC. C3/4839/83
No. 37, VILLAGE ROAD, NOW KNOWN
No. 79/81, VALLUVARKOTTAM HIGH RO
NUNGAMBAKKAM, CHENNAI-600 03
MOBILE: 9445114347

STAR HEALTH AND ALLIED INSURANCE CO. LTD. STAR CORPORATE OFFICE CHENNAI-34

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,Kamothe,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

Authorised Signatory

STAR HEALTH AND ALLIED INSURANCE CO. LTD. STAR CORPORATE OFFICE CHENNAI-34

Medical Superintendent
M. G. M. HOSPITAL, KAMOTHE

MAHATMA GANDHI MISSION HOSPITAL KAMOTHE

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 heath 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

Authorised Signatory

STAR HEALTH AND ALLIED INSURANCE CO. LTD. CORPORATE OFFICE CHENNAI

Medical Superintendent
M. G. M. HOSPITAL, KAMOTHE

MAHATMA GANDHI MISSION 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, KAMOTHE

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

STAR HEALTH AND ALLIED INSURANCE CO. LTD. CORPORATE OFFICE CHENNAI

Medical Superintendent
M. G. M. HOSPITAL, KAMOTHE

MAHATMA GANDHI MISSION 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

Authorised Signatory

Medical Superintenden
M. G. M. HOSPITAL, KAMOTH

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

Authorised Signatory

STAR HEALTH AND ALLIED INSURANCE CO. LTD. CORPORATE OFFICE CHENNAI

Medical Superintendent

MAHATMA GANDHI MISSION 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

STAR HEALTH AND ALLIED INSURANCE CO LTD. CORPORATE OFFICE CHENNAI

Medical Superintendent

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

Authorised Signatory

STAR HEALTH AND ALLIED INSURANCE CO. LTD. CORPORATE OFFICE CHENNAI

MAHATMA GANDHI MISSION HOSPITAL KAMOTHE

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. Swati Madhav Sign _____

In presence of Sri/ Smt. K. R. Sakgotra Sign _____

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.,**

Authorised Signatory

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

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

Authorised Signatory

STAR HEALTH AND ALLIED INSURANCE CO. LTD. STAR CORPORATE OFFICE CHENNAI

महाराष्ट्र MAHARASHTRA ◐ 2019 ◐ AU 730498

22 SEP 2020

कोषागार अधिकारी, रायगड
कोषागार अधिकारी
अलिबाग - रायगड.

Memorandum of Understanding for Academic Research & Development

This Memorandum of Understanding (**MOU**) is made and executed on this day of 10th September 2020.

BY AND BETWEEN

TMC-ACTREC, Mumbai having address at TMC-ACTREC, Paymaster Shodhika, Sector 22, Kharghar Navi Mumbai - 410210 (hereinafter referred to as "**TMC-ACTREC**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the FIRST PART;

AND

Mahatma Gandhi Mission Institute of Health Sciences through its Constituent Unit the Mahatma Gandhi Mission's Medical College & Hospital, having address at Plot No. 1 & 2, Sector-1, NH-4 Junction, Kamothe, Navi Mumbai, PIN 410209

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

ACTREC NAVI MUMBAI TMC

25 SEP 2020

जोडपत्र - २/ Annexure -II

मुद्रांक विक्री नोंदवही अनु-क्रमांक 9499 0 . दि. ......

दस्ताचा प्रकार .... C.M.O.U. ....

दस्त नोंदणी करणार आहेत का होय/ नाही X

मिळकतीचे थोडक्यात वर्णन ....

मुद्रांक विकत घेणाऱ्याचे नाव व सही एम.जी.एम. मेडिकल कॉलेज.

हस्ते असल्यास त्यांचे नाव पत्ता व सही........ संतोष शिंदे

दुसऱ्या पक्षकाराचे नाव........................

मुद्रांक शुल्क रक्कम .... 500 ....

परवाना मुद्रांक विक्रेत्याची सही परवाना क्रमांक व मुद्रांक विक्रीचे ठिकाण व पत्ता

श्री. मंगला कृष्णा पगडे
स्टॅम्प वेंडर, कळंबोली
दुकान नं. बी १, सेक्टर ३ई/ए,
कळंबोली, जि. रायगड
परवाना क्र. ६/१९९६-९७

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्यांच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

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

(hereinafter referred to as "MGMIHS/**MGMMCH**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the SECOND PART;

WHEREAS the Tata Memorial Centre (TMC) is a fully funded Government-in-Aid institution of Department of Atomic Energy situated at Parel, Mumbai-400 012, the TMC-ACTREC (Advance Centre for Treatment, Research and Education is the state-of art R & D Satellite of TMC hereinafter referred to **TMC-ACTREC**.

WHEREAS the Hematopathology Laboratory at ACTREC is studying the immune cell profiling and serum cytokine levels in peripheral blood by Flow Cytometry as well as interaction of inflammatory proteins and their levels in mucosal cells from the nasal/oral swab using molecular techniques such as PCR in COVID-19 patients jointly with Indian Council of Medical Research (ICMR) Immunoprofiling Consortium.

AND WHEREAS MGMMCH having the required infrastructure, expertise and facilities, has been designated as a COVID hospital/center **and permitted** to test, admit and treat the COVID-19 patients.

AND WHEREAS THE TMC-ACTREC has approached the MGMIHS with a proposal and sought the COVID 19 patient data available with the MGMMCH. The said data will be used to carry out collaborative joint activities/research studies. MGMMCH after due consideration of the proposal, the importance of the research activities to the general public health and well being and considering the urgent need and requirement to undertake the activity, has agreed to participate in the activity.

AND WHEREAS the collaboration among the two institutions will provide a unique opportunity to determine immune cell subsets levels, inflammatory serum cytokine levels and proteins related immune response from nasal/oral mucosal membrane as well as their kinetics with SARS-CoV-2 infection status and COVID-19 disease progression over the infection period. The parties are aware that a successful study will develop the unique immune-cell signature specific to the pathogenesis COVID-19 disease and its severity, which will eventually help and assist in better management of COVID-19 patients.

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

ACTREC NAVI MUMBAI TMC

AND WHEREAS the ICMR is a sponsor of this study. TMC-ACTREC and MGMMCH have authorized Covid-19 ward for the treatment of COVID-19 patients and hence, both institutions are collaborating as a part of ICMR Immunoprofiling Consortium for Covid-19.

AND WHEREAS the parties are interested and intend to focus on joint research activities relating to the multi-dimensional in-depth evaluation of immune-cell subsets and inflammatory cytokine levels using multicolor flow cytometry to develop an immune-cell signature as well as mucosal immune-response related proteins which will allow to study the severity and prognosis of disease in COVID-19 patients.

AND WHEREAS the Hematopathology Laboratory at **TMC-ACTREC** has an expertise of multicolor flow cytometric immunophenotyping and has developed a multi-dimensional immune-cell profile assay and cytokine assays and has a state-of-the-art flow cytometry facility and has experience in various immunological studies in human subjects.

AND WHEREAS the TMC-ACTREC and MGMMCH have decided to collaborate and to do jointly a research project to study the multi-dimensional in-depth evaluation of immune-cell subsets and inflammatory cytokine levels using multicolor flow cytometry to develop an immune-cell signature as well as mucosal immune-response related proteins which will allow to study the severity and prognosis of disease in COVID-19 patients.

AND WHEREAS patient's samples collected under this study will be used (after obtaining the required patient consents) for above mentioned COVID-19 related research studies only.

NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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

ACTREC NAVI MUMBAI TMC

WORK RESPONSIBILITIES:

(A) RESPONSIBILITIES OF TMC-ACTREC

1. **TMC-ACTREC's** Hematopathology Laboratory shall do the multicolor flow cytometric immunophenotyping and cytokine assays in peripheral blood and study of nasal/oral mucosal proteins in COVID-19 patients jointly with Indian Council of Medical Research (ICMR) Immunoprofiling Consortium.

2. **TMC-ACTREC's** Hematopathology Laboratory shall provide the vacutainers to collect peripheral blood and nasal/oral swab collection kits to MGMMCH and transport facility of these samples from MGMMCH to TMC-ACTREC.

3. The patient's details, samples and the data of research conducted will be safely stored in **TMC-ACTREC** and will be shared with Indian Council of Medical Research (ICMR) Immunoprofiling Consortium.

4. **TMC-ACTREC** will share the results of the study with MGMMCH after completion of the project.

5. **TMC-ACTREC** will not share this data with anyone other than Indian Council of Medical Research (ICMR) and ICMR Immunoprofiling Consortium.

6. **TMC-ACTREC** will share a part of patient's samples with Narayana Nethralaya Foundation (NNF), Bangalore which is a member of ICMR Immunoprofiling (IP) consortium.

7. **TMC-ACTREC** will allow the post-graduate students (maximum two students in a day) from MGM to observe the processing and analysis performed as a part of this study.

Dean.
M.G.M. Medica[illegible] & Hospital
Kamothe, Navi Mumbai - 410209

ACTREC NAVI MUMBAI TMC

(B) RESPONSIBILITIES OF MGMMCH

1. **MGMMCH** shall enroll patients with SARS-CoV-2 infection and will collect peripheral blood and nasal/oral swabs at time points as specified in the project proposal. MGMMCH will keep follow up as required by project proposal.

2. **MGMMCH** will share all the clinical and treatment details of the patients enrolled in this study as and when required by TMC-ACTREC.

3. **MGMMCH** will not use any of the data provided by TMC-ACTREC for any other purpose/publication without obtaining prior written permission from Hematopathology Laboratory, TMC-ACTREC.

B. PUBLICATION POLICY:

1. Any publication resulting from this work will have authorship from all the two participating institutes and members of ICMR Immunoprofiling (IP) consortium depending upon the contribution in particular aspect.

2. Dr. Prashant Tembhare from TMC-ACTREC and Dr. Shilpi Sahoo from MGMMCH will have the authority to decide the authors of their respective groups which will be in accordance with the contribution of the authors.

C. REPORTING:

The Institutional Ethics Committee (IEC) of the parties hereto shall have the authority to evaluate effectiveness and adherence to the agreement and the periodicity of evaluations every year.

D. FUNDING:

1. Funds will be mainly required for vacutainer tubes and nasal/oral swab collection kits and transportation of the patient's samples from MGMMCH to TMC-ACTREC. TMC-ACTREC will provide vacutainer tubes, nasal/oral swab collection kits and personal protection equipment (PPE) kits required for this study to MGMMCH. TMC-ACTREC will transport the patient's samples from

Dean.
M.G.M. Medica[illegible] & Hospital
Kamothe, Navi Mumbai - 410209

ACTREC NAVI MUMBAI TMC

MGMMCH to TMC-ACTREC. Data storage infrastructure at **TMC-ACTREC** will be used for managing the data related activities. Hence for any partner storage of data will be done by individual partner's own fund.

2. The study is funded by ICMR as a part of Immunoprofiling (IP) consortium for COVID-19.

E. CONFIDENTIALITY AGREEMENT:

The parties hereto acknowledge that, in the course of their activities under this MOU, it may be necessary for one party to provide documentation, technical and/or intellectual property to the other party. All Confidential Information provided or disclosed by either party hereunder shall remain the property of the furnishing party, and shall be held in strict confidence by the receiving party, its officers, employees, agents and all concerned persons unless the furnishing party otherwise consents in writing or unless disclosure of such Confidential Information is required by law. This clause will survive for five years the expiry of the MOU.

F. FINALITY:

This Memorandum of Understating embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof and there are no understandings, agreements, conditions or representations, oral or written, expressed or implied, with reference to the subject matter hereof that are not merged herein or superseded hereby. No modification hereof shall be of any force or effect unless reduced to writing and signed by the parties claimed to be bound thereby.

G. TERM AND TEMINATION:

This MOU shall become effective from the later date of execution hereof and will remain in effect until 10/9/2022 unless modified or terminated by giving one month advance written notice by either party.

H. SUCCESSORS AND ASSIGNMENT:

None of the parties hereto shall assign their rights or obligations under this Memorandum of Understanding to any third party or parties without the prior written consent of the other party. The provisions of this Memorandum of Understanding shall inure to the benefit of, and shall be binding upon, the successors and permitted

Dean.
M.G.M. Medica[illegible] Hospital
Kamothe, Navi Mumbai - 410209

ACTREC NAVI MUMBAI TMC

assigns of the parties hereto. Succession/transfer of this project related data shall not be done without the written consent of the other party and the ICMR approval.

I. SEVERABILITY:

If any term of this Memorandum of Understanding is held by a Court of competent jurisdiction to be invalid or unenforceable, then this MOU including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

J. NO IMPLIED WAIVER:

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this MOU shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

K. INDEMNITY:

The parties hereto shall indemnify and hold indemnified and harmless each other, and their employees, bonafide visitors and patients from and against all allegations, claims, actions, suits, demands, damages etc. which arise out of, relate to or result from any act or omission of the parties hereto during the period of this MOU.

L. NOTICES:

Any communication to be given in connection with this MOU shall be in writing and may be sent by duly acknowledged email, personal delivery or by registered post addressed to the parties at the addresses mentioned hereinabove: -

1. Dr Prashant Tembhare
   Clinician Scientist and Associate Professor
   Hematopathology Laboratory, TMC-ACTREC,
   Sector 22, Kharghar,
   Navi Mumbai 410210.
   Telephone: 02227405362 Fax: 02227405148
   E-mail: ptembhare@actrec.gov.in; docprt@gmail.com

Signature:

Date 09/10/2020

ACTREC NAVI MUMBAI TMC

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

2. Dr. Shilpi Sahu

Professor and Head

Department of Pathology, MGMMCH

Plot No. 1 & 2, Sector-1, NH-4 Junction, Mumbai- Pune Hwy,

Kamothe, Navi Mumbai, Maharashtra 410209

Telephone: +91-22 27437833

E-mail: mgmpathologyhod@gmail.com

Signature: for SINHA MMC 20110201 (General Medicine), DNB (General Medicine) Unit & Assistant Professor, Emergency Medical College & Hospital, Kamothe, Navi Mumbai Date

M. Independent Entities.

MGMCH and TMC-ACTREC are independent parties and neither is an agent, joint venture partners, or partner of the other.

N. DISPUTE RESOLUTION:

In the event of any disputes or differences arising out of or in connection with this MOU whether during subsistence of this MOU or thereafter, the matter shall be referred to the Sole Arbitrator, who shall be mutually appointed by the parties, for arbitration, whose decision shall be final and binding on the parties. The proceedings before the Sole Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996 and amendment thereof from time to time. The place of such arbitration should be Mumbai, conducted in English and cost of such arbitration will be equally shared by all parties.

O. COUNTER PARTS:

This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same MOU and shall become effective when counterparts have been signed by each party and delivered to the other party.

P. GOVERNING LAW: The Parties hereto realize that the Registered Office of the **TMC-ACTREC** is in Mumbai and have mutually agreed that despite this MOU being executed by the other party (MGMMCH) in Navi Mumbai, for convenience and notwithstanding that part of the cause of action may arise anywhere in India, this Agreement shall be governed and construed in accordance with the laws of India under the jurisdiction of Mumbai Courts.

ACTREC NAVI MUMBAI TMC

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

IN WITNESS WHEREOF, the parties hereto have caused this **Memorandum of Understanding** to be executed by their duly authorized representatives as of the date first above written.

Signed, Sealed & Delivered by:

TMC-ACTREC, Mumbai

Through:

Dr. Navin Khattry, Deputy Director, ACTREC

Dr. Navin Khattry
M.D.,D.M.
Dy. Director, CRC
Advanced Centre for Treatment Research & Education in Cancer (ACTREC)
Tata Memorial Centre,
Kharghar Navi Mumbai-410210. India

ACTREC NAVI. MUMBAI TMC

Dr. Sudeep Gupta,

Director of ACTREC, TMC

Dr. Sudeep Gupta
MBBS, MD, DM
Director,
Advanced Centre for Treatment Research & Education in Cancer (ACTREC)
Tata Memorial Centre,
Kharghar Navi Mumbai-410210. India

Date: 10.09.2020

Place: Kharghar, Navi Mumbai

Witness:

Name and signature

Signed, Sealed & Delivered by:

MGMMCH

Through

Dr. G S Narshetty, Dean MGMMCH

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

Authorized signatory

Date: 10.09.2020

Place: Kamothe, Navi Mumbai

Witness: _____

Name and signature

Memorandum of Understanding (MoU)

BETWEEN

MAHATMA GANDHI MISSION MEDICAL COLLEGE,UNDER MGM INSTITUTE OF HEALTH SCIENCES,KAMOTHE

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

AND

PRIMARY HEALTH CENTRE, NERE
Zilla Parishad
DISTRICT - RAIGAD

महाराष्ट्र MAHARASHTRA ◐ 2018 ◐ AN 364552

16 DEC 2019

पुरवठ्याची नोंद
उपकोषागाराचे पनवेल,
जि. रायगड.

उप कोषागार अधिकारी
पनवेल - रायगड

कोषागार कार्यालय पनवेल-रायगड

BETWEEN

MAHATMA GANDHI MISSION MEDICAL COLLEGE, under MGM INSTITUTE OF HEALTH SCIENCES, KAMOTHE, NAVI MUMBAI

AND

PRIMARY HEALTH CENTRE, NERE, DISTRICT – RAIGAD

THIS MoU is made at Navi Mumbai and comes in effect from 1st January 2021 between PRIMARY HEALTH CENTRE, NERE, DISTRICT – RAIGAD, Here in referred as the **FIRST PARTY**

AND

MGM MEDICAL COLLEGE, KAMOTHE, NAVI MUMBAI hereinafter referred as **SECOND PARTY**

AND WHEREAS THE FIRST PARTY is seized and possessed of sufficiently entitled to the Primary Health Centre (PHC) at Nere Village hereinafter referred to as the said premises which is in their exclusive possession being in need of Medical Personnel including doctor /doctors / paramedics to manage the multispecialty outpatient services, laboratory services and Secondary and Tertiary health care services to the users of their hospital has approached **SECOND PARTY**.

M.G.M. MEDICAL COLLEGE NEW MUMBAI 410209 KAMOTHE

जोड पत्र–2/Annexure-II

अ. क्रं. 20038 मु. शु. रक्कम 500/- 24/12/2019

दस्ताचा प्रकार M.O.U

दस्त नोदणी करणार आहेत का : होय/नाही

मिळकतीचे थोडक्यात वर्णन _____

_____

मुद्रांक विकत घेणाऱ्याचे नाव MGM Medical College

दुसऱ्या पक्षकाराचे नाव PHC

हस्ते/वकीलचे नाव व पत्ता Pradip

मुद्रांक विकत घेणाऱ्याची सही _____

सौ. धनश्री एस. बोंद्रे
ऑफिस नं.1, साईशरण कॉम्प्लेक्स,
1ला मजला, सेक्टर–6, खांदा कॉलनी,
नवीन पनवेल(प.) जि. रायगड.
परवाना कं. –7/1996 –97

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणांसाठी मुद्रांक खरेदी केल्यापासुन 6 महिन्यात वापरणे बंधनकारक आहे.

AND WHEREAS SECOND PARTY has agreed to manage their hospital by way of providing the services of doctors and paramedical staff at the said PREMISES(as specified hereunder) upon certain terms and conditions, which are accepted by both the parties who agreed with the following terms in writing and confirm the same

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. The first party hereby grant unto the SECOND PARTY their permission to use and occupy the said PREMISES to render health care to the users of Primary Health Centre, Nere, constituent sub-centres and in its entire filed practice area and also training of medical and Para medical students, postgraduate residents, interns, nurses and other paramedical staff in community health care and also educate them the primary health teaching with effect from 1st JANUARY 2021 for a period of minimum 5 years.
2. The SECOND PARTY shall use the PREMISES for the specific purposes as outlined in Para "The said premises will be designated as Rural Health Training Centre (RHTC)" .
3. The FIRST PARTY will provide all the facilities to the SECOND PARTY to the existing infrastructure of hospital including OPDs, Wards, Operation theatre, X-ray, Dressing room, injection room, Labor room for treatment of patients, also provide to hold health talks, health checkup camps, exhibitions and training and any other required space as suggested by the Regulatory body.
4. SECOND PARTY will provide the services of a Qualified Medical Practitioners, Residents and interns from various specialties as and when required in future
5. SECOND PARTY will also provide outreach services to the vulnerable population and community health work like community health education activities, health camps as planned by your concerned authorities.
6. The FIRST PARTY will also allow SECOND PARTY to conduct research activities approved by Institutional ethics committee at PHC, Sub-centres and field practice area allocated to PHC.
7. For all the academic, research and extension activities mentioned above the Department of Community Medicine of MGM Medical College, Kamothe, Navi Mumbai will be coordinating agency and the faculty of the level of Assistant Professor and above designated as "RHTC – In Charge" will be coordinating with Medical Officer of PHC for day to day functioning.
8. The Academic Control for functioning of RHTC, which is affiliated to Government will be with SECOND PARTY while the First Party will continue to function as per the Government norms.
9. The FIRST PARTY will ensure that staff of the PHC, ASHA and Anganwadi Sevikas will work in close co-ordination with SECOND PARTY for the provision of outreach, treatment and referral services and SECOND PARTY will attempt to do the value addition to these services for the betterment of the community.
10. The FIRST PARTY will provide accommodation (well furnished minimum 2 rooms)in the said premises for Residential doctors and interns .

M.G.M. MEDICAL COLLEGE NEW MUMBAI 410209 KAMOTHE

11. The FIRST PARTY has no objection to the use of said premises and the data as Health, Training and Research centre for all residents including department of Community Medicine, and also authorize the said college to reflect the same in documents submitted to the regulatory authorities such as MCI/Nursing and other councils.

12. In case the FIRST PARTY is eager to establish any other specialty in their locality the SECOND PARTY will extend the services.

13. The FIRST PARTY shall ensure that the statuary requirements of licenses, approvals from the concerned Government and local Civil Authorities, necessary for operations and treatment of all kinds of patients are obtained regularly.

14. The SECOND PARTY shall extend the services of the Medical and Para Medical Staff to provide Health care only during the appointed hours. Beneficiaries shall make their own arrangement for emergency care including provision of the ambulance for transportation. Apart from primary Health Care patient who needs secondary and Tertiary including emergency, will be treated at Secondary party's Teaching hospital at Kamothe/Kalamboli on concessional charges.

15. This agreement can be terminated by either party by giving3 months notice without mentioning any reason for the termination.

16. All medico legal cases will be dealt with Medical Officer of Primary Health Centre, Nere.

17. The FIRST PARTY will be providing all Medicines, Medical instruments in OPD, IPD, OT and Labor room as per the requirement and the maintenance as per the requirement.

N.G.M. MEDICAL COLLEGE NEW MUMBAI 410209 KAMOTHE

18. Any dispute relating to this agreement shall be subject to jurisdiction of courts at Raigad district only.

IN WITNESS THEREOF THE PARTIES HERETO have executed this agreement in the manner herein on this 1st January2021.

SIGNED SEALED AND DELIVERED

District Health Officer
Raigad Zilla Parishad, Alibag

RAIGAD ZILLA PARISHAD RZP ALIBAG

By the within named "FIRST PARTY"

Competent Authority – DISTRICT HEALTH OFFICER

PRIMARY HEALTH CENTRE, Nere,

Taluka – Panvel, District - Raigad

Witnesses-

1.

2. तालुका आरोग्य अधिकारी पनवेल

THO PANVEL

MEDICAL OFFICER
P. H. C. NERE
Tal. Panvel, Dist. Raigad

SIGNED SEALED AND DELIVERED

SECOND PARTY

Jan 2021.
Dean.
M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209

Competent authority - DEAN

MGM MEDICAL COLLEGE under MGMIHS

Kamothe, Navi Mumbai

M.G.M. MEDICAL COLLEGE NAVI MUMBAI 410209 KAMOTHE

Witnesses-

1. Dr. Prasad Waingankar
2. Dr. Ashlesha Tawde

ATTESTED BY ME

R. C. DIGPAL
ADVOCATE & NOTARY
MUMBAI

21 MAY 2021

American Heart Association.

International Training Agreement

Company Information:

International Training Center ("ITC"):	Mahatma Gandhi Mission Medical College and Hospital
Address:	MGM Medical College and Hospital, Plot No. 01 Sector 01 Kamothe, Navi Mumbai, Maharashtra 410209, India
Form of Organization:	Not for Profit / University

This Agreement is between the American Heart Association, Inc. ("AHA"), a New York not-for-profit corporation, having its principal offices at 7272 Greenville Avenue, Dallas, Texas 75231-4596, and ITC.

IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Term: Beginning Date: January 24, 2020. Ending Date: January 24, 2023. This Agreement will be in effect for a period of Three (3) calendar years. It may be renewed for additional one (1) year periods by letter issued from AHA.

2. AHA ECC Courses to be Taught by ITC:

Basic Life Support	Advanced Cardiac Life Support
Provider Course(s)	Provider Course(s)
Instructor Course(s)	Instructor Course(s)

3. Geographic Territory: India

4. Insurance: $28,024.69 US

ITC will obtain and maintain at its expense, commencing upon the beginning date of this Agreement and during its entire term, liability insurance from a qualified insurance carrier, as set out above. This policy will specify that it may not be modified or canceled by the insurer, except after thirty (30) days prior written notice by the insurer. Upon execution of this Agreement ITC will provide the AHA with a certificate of insurance showing the required coverage.

5. Copyrights: ITC acknowledges and agrees that the AHA owns all copyrights in the ECC Materials, and ITC may not copy, or permit others to copy, distribute, perform or make derivative works based upon the ECC Materials, Course Completion Cards, or eCards.

6. Marks: ITC acknowledges the AHA's trademark rights and ownership of the name "American Heart Association", the heart-and-torch trademark and slogans (e.g., "Life is Why") (hereinafter "AHA Marks"). ITC will not use or display the AHA Marks. ITC shall not apply for any trademark registrations with respect to any AHA Marks or any marks similar to the AHA Marks.

7. Entire Agreement: This Agreement, including the terms and conditions set out on Page Two, contains the entire agreement between the parties relating to the rights granted and the obligations assumed.

EXECUTED by the parties on the date(s) set out below.

American Heart Association, Inc.
Signature:
Name: Keith Jansen
Title: SVP, International
Date: January 24, 2020

International Training Center
Signature:
Name: GURUNATH S NARSHETTY
Title: DEAN
Date: 18-02-2020

MGM Medical College & Hospital SKILLS LAB

INCHARGE
MGM SKILLS LAB
DATE: 25/01/2020

DIRECTOR
MGM SKILLS LAB
DATE: 25/01/2020

Definitions:

(a) "Program Guidelines" means the current *Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care*, Program Administration Manual: Guidelines for Program Administration and Training (hereinafter "PAM"), and *AHA Instructor's Manuals*, as they may be amended and/or supplemented by the AHA from time to time.

(b) "Course Completion Cards" or "Cards" are defined as documents made available or provided by AHA, and which indicate a student's successful completion of a specified Course.

(c) "Course" or "Courses" are defined as those courses that follow the curricula of the AHA and teach emergency cardiovascular care according to the Program Guidelines.

(d) "ECC Materials" are defined as emergency cardiovascular care textbooks and materials published by the AHA.

(e) "eCards" means those electronic records that Training Centers may distribute to, or provide access to, students pursuant to Program Guidelines to indicate that the student participated in or successfully completed a Course.

(f) "Instructors" are individuals who have successfully completed AHA authorized Provider and Instructor training and who are authorized by ITC to teach Provider courses to other individuals.

(g) "Training Sites" are organizations engaged or authorized by ITC to teach Courses under the auspices of ITC.

9. **ITC Role and Responsibilities:**

(a) ITC will teach Courses only within the Geographic Territory, and agrees to do so in compliance with the Program Guidelines.

(b) ITC may contract with other entities (hereinafter "Training Sites") who agree to teach Courses under the direction and guidance of ITC. ITC assumes full responsibility for the actions and performance of the Training Sites, and will ensure that Training Sites teach in compliance with the Program Guidelines.

(c) Periodically, as requested by the AHA, ITC will provide the AHA with a current and accurate list of Training Sites, Instructors, the number of students taught, and such other information as may be requested by AHA but only to the extent allowed by local law and the terms of any applicable consent, if required.

(d) ITC will insure that each student has individual possession of an authorized Course-specific textbook before, during, and after training.

(e) ITC will be responsible for the issuance and security of Course Completion Cards and eCards as outlined in the Program Guidelines: (i) ITC will establish a system for ensuring that Cards are issued only to authorized Training Sites. (ii) ITC and its authorized Training Sites will only issue the appropriate course-specific Course Completion Card or eCard to each student who successfully completes the applicable Course.

(f) ITC will obtain any and all required licenses, permits or documentation and is solely responsible for compliance with all laws and regulations applicable to training activities conducted under this Agreement. ITC will obtain any required or appropriate consent from each student before sharing that student's name and Course completion information with the AHA through AHA's online systems (which systems may include data storage outside of ITC's Territory).

10. **Relationship of Parties:**

The parties acknowledge and agree that each is an independent entity and, as such, neither party may represent itself as an employee, agent, or representative of the other; nor may it incur any obligations on behalf of the other party.

11. **Termination:**

(a) The Agreement may be terminated by either party, without cause, upon sixty (60) calendar days' prior written notice.

(b) Either party may terminate this Agreement if the other party breaches any term or condition of this Agreement and fails to cure the breach within thirty (30) calendar days after receipt of written notice by the non-defaulting party. The following will also constitute breach or default under this Agreement: (i) Failure to exist or operate as a legal entity or to maintain an office address; or (ii) Assignment for the benefit of creditors, becoming generally insolvent, being placed in receivership or the filing by or against a party of a petition for bankruptcy or for entity reorganization under any bankruptcy act or similar statute.

(c) The AHA may terminate this Agreement upon written notice if it determines, in its sole discretion, that any of the activities permitted or contemplated under this Agreement pose a significant legal or business risk to the AHA.

(d) Notwithstanding anything to the contrary in this Agreement, AHA may terminate this Agreement if ITC or any Training Site conducts Courses in any country on which the United States government or other governmental entity (except those that are contrary to United States' laws), that (i) imposes sanctions that would prevent the AHA from conducting Courses either directly or indirectly in the country or (ii) for which ITC, Training Site or AHA must obtain a license from the applicable government to conduct Courses. If the United States government should impose sanctions on any country named in the Geographic Territory, the AHA at its option may (i) immediately terminate this Agreement as to that country in which event ITC and its Training Sites will immediately cease conducting Courses in the country, or (ii) may immediately terminate this Agreement in its entirety upon written notice to ITC.

(e) ITC will not distribute any AHA Course Completion Cards or eCards or designate itself, in any manner or any place, as an authorized ECC training center of AHA after this Agreement has been terminated or expired. In addition to any remedies by law or in equity available to AHA, ITC will pay the AHA Two Hundred Dollars (200 US$) as a penalty for each Course Completion Card issued after termination or expiration of this Agreement. Upon termination or expiration of this Agreement, AHA shall have no liability or obligations to ITC, and ITC shall retain no rights under this Agreement.

12. **Warranties:**

(a) ITC warrants and represents to the AHA that as of the effective date and at all times during the term of this Agreement: (i) ITC, its agents, affiliates, members, representatives, distributors, contractors, and Training Sites will be in compliance with this Agreement, the provisions of the U.S. Foreign Corrupt Practices Act and all applicable U.S., local, state and federal laws and regulations, and applicable laws or regulations of any jurisdictions whose laws may apply; (ii) ITC is not a tobacco company, or a tobacco company corporate subsidiary or parent, nor does it receive revenue from tobacco products. "Subsidiary" and "parent" are defined as an entity in which there exists a direct or indirect Five Per Cent (5%) or greater ownership interest by a tobacco company.

(b) EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE.

13. **Indemnification and Liability:**

(a) ITC will indemnify, defend and hold harmless the AHA and its directors, officers, employees, agents, distributors, members, volunteers, successors and assigns from and against all suits, proceedings, actions, demands, claims, losses, liability, damages or expenses (including reasonable attorneys' fees and legal costs) arising from (i) ITC's performance or breach of its obligations under this Agreement, (ii) ITC's operation activities and/or distribution of Course Completions Cards, (iii) any breach or alleged breach of ITC's representations or warranties, (iv) any act or omission of ITC in any country in the Geographic Territory, and (v) any act or omission of Training Sites, Instructors, ITC's affiliates, agents, partners or representatives.

(b) The AHA will not be liable for any indirect, special, consequential or incidental damages, including lost profits or any other kind of damages, even if it has been warned of the possibility of such loss or damage. In no event will the AHA's liability under this Agreement exceed $1,000 (US$).

14. **Force Majeure:** Neither party will be in default under this Agreement, if such results, whether directly or indirectly, from fire, explosion, strike, freight embargo, vis major, or of the public enemy, war, terrorism, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, labor shortage, transportation contingencies, unusually severe weather, default of manufacturer or a supplier, quarantine restrictions, epidemic, or catastrophe.

15. **Notices:** Any notice required or permitted under this Agreement, will be given in writing and will be deemed to have been duly given upon actual receipt if delivered personally or by courier with receipt obtained therefrom to the parties at their respective addresses.

16. **Miscellaneous Provisions:**

(a) This Agreement may not be assigned by ITC without the AHA's prior written consent.

(b) No amendment of this Agreement will be binding or enforceable on either party hereto unless in writing signed by both parties.

(c) Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable by a court of competent jurisdiction, all remaining parts, terms, and provisions hereof will remain in full force and effect, and will in no way be invalidated, impaired or affected thereby.

(d) This Agreement will be governed by the laws of the State of New York without regard to its conflict of laws provisions. Any controversy or claim arising out of or relating to this Agreement will be settled by arbitration in Dallas, Texas in accordance with the International Arbitration Rules of the American Arbitration Association. The language of the arbitration will be English. The arbitrators will have no authority to award punitive damages, and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement. Judgment upon any award rendered through arbitration may be entered in any court having jurisdiction. Injunctive relief may be sought in any court of competent jurisdiction.

(e) This agreement contains the entire agreement between the parties and supersedes all prior written and oral communications. This Agreement will be written in and governed by the English language.

(f) AHA reserves the right to appoint other ITCs within the Geographic Territory.

(g) The following paragraphs and their subparagraphs will survive termination of this Agreement: 13 (Indemnification and Liability), 16(d) and 16(e)

INCHARGE
MGM SKILLS LAB
DATE: 28/01/2020

MGM Medical College & Hospital SKILLS LAB

DIRECTOR
MGM SKILLS LAB
DATE: 28/01/2020

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ 64AA 692098

25 SEP 2023

उप कोषागार अधिकारी पनवेल रायगड

मुद्रांक विक्री नोंदवही अनुक्रमांक 35782 दिनांक 03-10-2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the 'MOU') is entered into on the 14th day of September, Two Thousand Twenty-Three (14.09.2023),

BETWEEN:

Anjuman-I-Islam Kalsekar Technical Campus School of Pharmacy, New Panvel, represented herein by its Management Representative, Mr. Burhan Harris, Honorary Executive Chairman of BINM (hereinafter referred to as the **'First Party'**). The term 'First Party' includes its successors in office, administrators, and assigns.

AND

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

MGM Medical College & Hospital, Kamothe, Navi Mumbai, represented herein by its Dean, Dr. G. S. Narshetty (hereinafter referred to as the **'Second Party'**). The term 'Second Party' includes its successors in office, administrators, and assigns.

(Hereinafter, the 'First Party' and the 'Second Party' are jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) The First Party is a Higher Educational Institution named: **Anjuman-I-Islam Kalsekar Technical Campus School of Pharmacy, New Panvel.**

B) The First Party and Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

C) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Education, and Research.

D) Both Parties, being legal entities themselves, desire to sign this MOU for advancing their mutual interests.

E) **MGM Medical College & Hospital, Kamothe, Navi Mumbai**, the Second Party, is engaged in providing healthcare services to Staff, Students, and Villagers under UBA (Unnat Bharat Abhiyan).

F) The First Party will send their B.Pharm/D. Pharm students, who are expected to undergo One/Three months of hospital pharmacy training as per the University curriculum, to the Pharmacy Department of the Second Party for 02 months of training/internship, without any payment or stipend, as per the requirement given by the Second Party. The objective is to enable experiential learning and gain insights into the real-world working environment of the Hospital. The Second Party will issue training certificates to the students after the completion of their training/internship.

G) The Second Party will help in the placement of students as Pharmacists in MGM Group of Hospitals, as per the requirement and vacancy.

30/10/23

30/10/23

H) The Second Party will guide the PG students of the First Party to undergo Ph.D. in Medical Pharmacology at MGMIHS, Kamothe, Navi Mumbai.

I) The Second Party will provide help and offer guidance for conducting clinical trials by the faculties and students of the First Party in the Hospital.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: COOPERATION

1.1 Both Parties share common interests and objectives. They shall establish communication channels and cooperate to advance their respective operations within the Institution and its related branches. The Parties commit to keeping each other informed about potential opportunities and sharing all relevant information to secure additional opportunities for one another.

1.2 Cooperation between the First Party and the Second Party will enhance the utilization of the intellectual capabilities of the First Party's faculty, providing significant input for the development of suitable teaching/training systems, with a focus on the healthcare needs of the Second Party.

1.3 The general terms of cooperation outlined in this MOU shall govern the Parties' collaborative efforts. The Parties shall cooperate and promptly enter into any necessary agreements, deeds, and documents (referred to as 'Definitive Documents') to give effect to the actions envisioned in this MOU. The terms of the Definitive Documents shall be mutually determined between the Parties. This MOU, along with the Definitive Documents, represents the complete understanding regarding the subject matter herein and supersedes any prior agreements between the Parties on this subject.

CLAUSE 2: SCOPE OF THE MOU

2.1 The Parties aim to promote and enhance health awareness among staff, students, and villagers under the UBA program.

2.2 The Second Party shall provide primary healthcare services to staff, students, and villagers under the UBA program at reasonable charges at their hospital in Kamothe, Navi Mumbai.

2.3 In case of emergencies, necessary medical services will be available at reasonable charges at the Second Party's hospital in Kamothe, Navi Mumbai.

30/10/23

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

30/10/23

2.4 **Curriculum Design**: The Second Party will offer valuable input to the First Party in teaching/training methodologies and customize the curriculum to promote health awareness among staff, students, and villagers under the UBA program.

2.5 **Guest Lectures**: The Second Party will provide necessary support to deliver guest lectures to the First Party's students on technology trends and in-house requirements.

2.6 Both Parties will obtain all internal approvals, consents, permissions, and licenses necessary to offer the programs as specified herein.

2.7 There is no financial commitment on the part of **AIKTC-SCHOOL OF PHARMACY, New Panvel (the First Party) or MGM Medical College & Hospital, Kamothe, Navi Mumbai (the Second Party)** to undertake any program mentioned in this MOU. If any financial considerations arise, they will be addressed separately.

CLAUSE 3: INTELLECTUAL PROPERTY

3.1 This Memorandum of Understanding (MOU) shall not, through express grant, implication, estoppel, or any other means, grant either Party any right, title, interest, or license to the intellectual property (including, but not limited to, know-how, inventions, patents, copyrights, and designs) of the other Party.

CLAUSE 4: VALIDITY

4.1 This Agreement remains in force until expressly terminated by either Party on mutually agreed terms. During this period, **MGM Medical College & Hospital Kamothe, Navi Mumbai, the Second Party,** will take effective steps for MOU implementation. Any actions taken by **MGM Medical College & Hospital Kamothe, Navi Mumbai, the Second Party** after the termination of this Agreement, such as communication or correspondence, shall not be considered an extension of this MOU.

4.2 Both Parties may terminate this MOU with a written notice of 30 calendar days. In the event of termination, both parties must fulfil their obligations.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

5.1 It is explicitly agreed that the **First Party** and **Second Party** are acting independently under this MOU, and the relationship established herein shall not be construed as a partnership. Neither Party is authorized to use the other Party's name, make representations, or create obligations or liabilities, whether expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall possess, nor represent itself as possessing, any authority under this MOU to make agreements in the name of or

30.10.23

Dean

MGM Medical [illegible] Hospital
Kamothe, Navi [illegible] 410209

30/10/23

binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

CLAUSE 6: ARBITRATION

6.1 Any disputes arising from the interpretation or application of this MOU shall be resolved through arbitration, as per the Arbitration Act of 1996, between the parties. The place of arbitration shall be at the Head Office of the First Party. This agreement shall be governed by Indian law, with exclusive jurisdiction in the Courts of Panvel.

AGREED:

For: Anjuman-I-Islam Kalsekar Technical Campus School of Pharmacy, New Panvel

(Mr. Burhan Harris)
Hon. Executive Chairman, BINM, Anjuman-I-Islam

For: MGM Medical College & Hospital, Kamothe, Navi Mumbai

20.10.23

(Dr. G.S. Narshetty)
(Dean, MGM Medical College & Hospital Kamothe)

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Anjuman-I-Islam Kalsekar **School of Pharmacy**	**MGM Medical College & Hospital** **Kamothe, Navi Mumbai**
Anjuman-I-Islam Kalsekar School of Pharmacy, Plot No. 2 & 3, Sector - 16, Near Thana Naka, Khandagaon, New **Panvel**, Navi Mumbai	MGM Medical College & Hospital, Plot No. 1 & 2, Sector 1, Kamothe, , Navi Mumbai-410209
Contact Details: 8369402240	Contact Details:
E-mail : foorkan.fakki@aiktc.ac.in	E-mail: mgmmcnb@gmail.com
Web: www.aiktc.ac.in	Web: http://www.mgmmcnm.edu.in

Witness1:
(Dr. Shaaj Syed)
Dean, School of Pharmacy
Kalsekar Technical Campus.

Witness2:
(Dr. P. N. Khandelwal)
Professor & HOD of Pharmacology
MGM Medical College, Navi Mumbai

Witness3:
(Prof. foorkan fakki)
TPO Co-ordinator.
SoP, AIKTC.

Witness4: (Dr. Deepaajana Das)
Assistant Prof, Pharmacology
MGM Medical College,
Navi Mumbai

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL AP 018972

Service Agreement

This Service Agreement ("The Agreement") is made and executed on _____

Amongst:

Infoclin Consultancy; a company incorporated and registered under the Companies Act, 1956 and deemed to be existing under the Companies Act, 2013 with CIN # U24110TG1989PLC009723 and having its registered office 77/1Y/1, Ibrahimpur Road, Jadavpur, Kolkata-700032, West Bengal, India, (hereinafter called "SMO" which expression unless repugnant to the subject or context therein shall mean and include its assignees, affiliates, employees, subsidiaries, nominees, agents and successors-in-interest) of the First Part;

And

Mahatma Gandhi Mission's Medical College, a Medical College & Hospital situated at MGM Medical College, Sector 1, Kamothe, Navi Mumbai – 410209, Maharashtra, India (hereinafter referred to as "Institution", which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) of the Second Part;

WHEREAS:

A. The Institution is a Hospital and Research Institute based at Navi Mumbai.

B. SMO represents that it has an expertise in providing Clinical Trial Services and is desirous of providing its services to the Institution for the Studies undertaken.

B. The Institution has agreed to appoint SMO to provide the necessary professional services on the terms and conditions mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1 : APPOINTMENT & SCOPE OF SERVICES

The Institution hereby appoints the SMO and SMO hereby accepts its appointment for providing professional services to the Institution relating to Clinical Trial Services for the Studies conducted at Institution premises as described hereunder (hereinafter referred to as "Services"):

1.1 The SMO shall assist Principal Investigator (PI) where authorized; in overall management of all site related activities as per the applicable ICH GCP, Country Regulatory Guidelines and study protocol.

1.2 The SMO will be responsible for scheduling patient visits, support Principal Investigator appointed on the Studies conducted at the Institution in subject screening and enrolment, timely completion of CRF data entry and query resolution, maintaining the clinical trial related documents in site file, preparing and assisting in Site feasibility, Site Initiation, Site Monitoring, Site Close out Visits and Quality Audit, Inspections Sponsor Visits etc.

1.3 The SMO shall coordinate submissions to Ethics Committee for Protocol, Adverse Events/Serious Adverse Events, periodic study status for review and maintaining all relevant communications. Transcribing source documents if required under supervision of PI/designated personnel, maintaining records of IP- Dispensing, Storage condition- Temperature and other ancillary supplies.

1.4 The SMO shall ensure to organize lab sample pick-up, coordinating with local laboratories (if applicable).

1.5 The SMO shall manage the payments for smooth conduct of study, releasing payments to laboratories and Site CRC salary as well as IOH.

1.6 The SMO shall designate a Study coordinator working under Principal Investigator's supervision.

1.7 The Medical Management, administration of IP and assessment of outcome will be the responsibility of Principal Investigator.

1.8 The SMO shall be a signatory to the Clinical Trial Agreements executed with Study Sponsors for the purpose of remittance of charges related to services provided for the Study.

Article 2 : DUTIES AND RESPONSIBILITIES OF SERVICE PROVIDER

2.1 SMO undertakes to safeguard the interests of the Institution in every respect and, in particular, to do everything in its power and do its best endeavor to perform its obligations under this Agreement with all due care and diligence. The employees and the personnel allocated by SMO to perform the Services shall exhibit highest professional and ethical standards.

2.2 SMO shall ensure that it is not under any contractual or statutory or other obligation or restriction which is inconsistent with its obligations under this Agreement.

2.3 SMO shall intimate the Institute by writing at least one month in advance if SMO desires to associate himself with any competitor of the Institute.

2.4 The Institute and/or its affiliate retain the right to audit the SMO's records relating to the Services and any financial records and/or payments issued by SMO on behalf of the Institute. Such audit will require reasonable prior written notice by the Institution.

Article 3 : FEES

In consideration of the due performance of its obligations under this Agreement, Institution agrees to receive research fees and overhead charges as per the Institute recommendations (if any) from the SMO. The fees shall be paid subject to deduction of tax at source at applicable rates under Income Tax Act, 1961 as amended from time to time. Any reimbursement of charges without original receipts/ bills/ supporting documents will be liable to deduction of tax at applicable rates under Income Tax Act, 1961 as amended from time to time.

SMO shall bear and pay all applicable taxes including Goods and Services Tax (GST) and other applicable taxes, if any. SMO shall ensure timely raising of tax invoice at or before the time of supply of service to the Sponsor/CRO.

SMO will raise the invoice quarterly basis (or as mentioned in the respective study agreement) to the Sponsor/CRO and pay to the respective parties mentioned in the CTA and other parties such as local lab, Ethics Committee, Supporting Staff, Logistics or transport vendor if any.

Article 4 : INDEMNITY

4.1 SMO covenants to observe and comply with all Central, State and Local regulations and all health and safety precautions in respect of the Services provided under this Agreement. SMO shall at all times comply with all applicable Laws and the Rules /Regulations / notifications / circulars issued from time to time in relation to the subject matter of this Agreement (all collectively referred as "Applicable Laws").

4.2 SMO is fully informed and aware of the fact that it is a criminal offence to bribe a public official in order to obtain business or other improper advantages in the conduct of business. SMO undertakes not to use bribing in order to obtain said business or other improper advantages. Institution reserves the right to terminate this Agreement without prior notice with immediate effect if it has reasonable grounds to believe that SMO is responsible for breach of this undertaking.

4.3 SMO shall indemnify and keep indemnified the Institution at all times from and against all actions, suits, proceedings, claims, demands, liabilities, penalties, losses costs and expenses of whatsoever nature made or suffered or incurred by the Institution whether by reason of or by virtue of (i) any non-performance or non-observance or non-compliance by SMO of any terms and conditions of this Agreement or of any of the Applicable Laws; (ii) any public liability claims, environmental damage and industrial accidents or (iii) willful misconduct or negligent acts or omissions on the part of SMO or its agents/ representatives.

Article 5 : TERM AND TERMINATION

5.1 Subject to the provisions of Articles 5.2 and 5.3, this Agreement shall remain in full force and effect for a period of **five (05) years** effective from _____, 2023 till _____.

5.2 Either party may terminate this Agreement at any time during its term by giving 30 days' prior written notice to that effect to the other party without being required to assign any reasons and without being liable to pay any compensation whatsoever for such earlier termination. However, Institution shall have the option to terminate this Agreement at any time with immediate effect without being required to assign any reasons and without being liable to pay any compensation whatsoever for such forthwith termination. On termination or expiration of this Agreement, SMO shall be required to return to the Institution all the papers and any assets and property of the Institution lying in the possession of SMO at the time of termination.

5.3 Notwithstanding anything contained hereinabove, Institution may at its option and by written notice to SMO terminate this Agreement forthwith in its entirety in any of the following cases:

(i) If SMO applies for or is adjudicated bankrupt or a receiver is appointed to direct his business;

(ii) If SMO fails or refuses to perform or fulfil any obligation, term or condition of the Agreement, Institution shall be entitled to send to SMO, a written notice notifying it of breach/failure and requiring the SMO to rectify/remedy the breach/failure within a period of 15 days from the date of receipt of notice. If the breach/failure is not rectified/remedied within 15 days, this Agreement shall automatically stand terminated and be cancelled without any further notice and without any obligation to pay any compensation to SMO.

5.4 The expiry or earlier termination of this Agreement shall not absolve either party from any liability which either party may have incurred under or by virtue of this Agreement prior to such expiration or termination.

5.5 Failure by either party to take any action or enforce its right of termination of this Agreement following any breach of any terms or conditions thereof, shall not be deemed to be a waiver of the rights accruing to the other by such breach or in continuation thereof or any future breach or non-compliance.

Article 6: MISCELLANEOUS

6.1 FORCE MAJEURE

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder for reasons beyond its reasonable control including but not limited to acts of God, war, fires, floods, civil commotion, riots, earthquake, terrorism, strikes, lockouts not caused by the negligence or willful misconduct of the parties. The COMPANY may at its sole discretion terminate the Agreement forthwith if the conditions of force majeure continue for a period of more than one month.

6.2 INVALIDITY

Should one or more of the terms in the Agreement is construed to be or becomes entirely or partly inoperative or illegal ("ineffective term"), this shall not affect the validity of the remaining terms of this Agreement. In such case, the ineffective term(s) shall be replaced by mutually agreed valid and legal term(s) achieving to the extent possible the economic purpose of the ineffective term.

6.3 DELEGATION / ASSIGNMENT

SMO shall not be entitled to delegate or assign any of its duties and obligations under this Agreement to any third party without obtaining prior permission of the Institution to that effect. The Institution shall not be liable for any claims or dues of such representative/agent/associate. Similarly, the Institution will not take any responsibility for any sort of dispute or litigations between SMO and its appointed representative/agent/ associate.

The Institution is entitled to assign this Agreement or any of its rights, obligations or beneficial interests hereunder in whole or in part to any of its affiliate without obtaining the prior written consent from and after having given written notice thereof to SMO.

6.4 NOTICE

All approvals, consents, notices or other communication provided for in this Agreement shall be in writing in the English language and shall be delivered personally or sent by certified or registered airmail or courier or transmitted by telefax to their respective addresses as mentioned hereinabove or to such other address as may be subsequently indicated by the parties.

6.5 WRITTEN FORM & AMENDMENTS

This Agreement constitutes the entire understanding between the parties and supersedes any previous agreements in this regard.

Any amendments or modifications of this Agreement shall only be valid when in writing and signed by both parties. There are no representations, understandings or Agreements, oral or written, which are not included herein. The terms and conditions contained in this Agreement shall govern the transaction contemplated herein to the entire exclusion of any other terms or conditions contained in any purchase order, order acknowledgment, invoice, bill of lading or other transactional document) unless otherwise agreed herein. No amendment to this Agreement shall be effected by the acknowledgement or acceptance of purchase orders, shipping instruction forms, order confirmation forms or any other documents between the parties containing terms or conditions different from this Agreement.

6.6 GENERAL

- The execution of this Agreement and the performance of any of the provisions hereof shall not be construed to constitute or be deemed to establish a joint-venture or partnership or an agency (relationship of principal & agent) between the parties hereto.

- Failure by either party, at any time, to insist upon the strict compliance by the other party with the terms of this Agreement shall in no event be deemed as a waiver of its right to require strict compliance

with all terms hereof in any subsequent instance nor shall such failure prejudice any right of such party to terminate this Agreement and/or to pursue its other remedies.

- The headings of the several sections hereof are not a part of this Agreement, but are merely guides or labels to assist in locating and reading the several sections hereof.

- All Appendixes/Annexures attached hereto or referred to in this Agreement are hereby incorporated and shall form an integral part hereof. Any capitalized terms used in these Appendixes/Annexures but not otherwise defined therein shall have the meaning as defined in this Agreement.

ARTICLE 7: DATA PROTECTION

7.1 SMO shall comply with obligations under all applicable data protection and privacy laws relating to Personal Data and/or Sensitive Personal Data including but not limited to the Information Technology Act, 2000 and rules framed under the Information Technology Act, 2000 (including Information Technology (Reasonable security practices and procedures and sensitive personal data or information Rules, 2011) or any other applicable statutory provisions. For the purposes of this clause Personal Data and Sensitive Personal Data shall have the meanings ascribed to it under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 as applicable and amended from time to time.

7.2 SMO confirms that in performing the Services if SMO has to pass certain Personal Data within its network of offices/affiliates and to certain other authorized representatives who will be subject to appropriate data protection standards. Irrespective of where SMO receives or holds Personal Data on Institution's behalf, SMO confirms that, acting as data processor SMO will take appropriate technical, physical and organizational/administrative measures to protect that Personal Data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. SMO will use that Personal Data only for the purposes of providing Services as stated herein.

Article 8: APPLICABLE LAWS AND ARBITRATION

8.1 This Agreement shall be construed and governed in all respects by the **laws of India**.

8.2 All disputes or differences whatsoever arising between the parties hereto out of or relating to the construction, meaning or operation or effect of this Agreement or breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be final and binding on the parties. The arbitration shall be conducted in English by a sole arbitrator and shall be governed by laws of India.

Article 9: STUDY GRANT/REMUNARATION

As per Annexure-A

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and the year first hereinabove written.

SIGNED & DELIVERED for

and on behalf of the SMO

by its authorized signatory

INFOCLIN CONSULTANCY

Subhajit Patra

.....Proprietor

Name: Subhajit Patra

Title: Proprietor

Witness:

.....

Name:

Title:

SIGNED & DELIVERED for

and on behalf of Institute

by its authorized signatory

Dean

.....

MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Name: Dr. G.S. Nandedkar

Title: Director/Head of Institute

24/01/2023

Witness:

.....

Name: Dr. P.N. Khandelwal

Title: Professor & Head of Pharmacology

Annexure-A

Revenue sharing: Revenue sharing for clinical trials will be budgeted based on per patient costs. The revenue sharing for each study will be based on the model described below. **Clinical Trail Agreement (CTA)** will be mutually agreed and executed prior to the study initiation in consultation with Sponsor, Institute & Investigator.

• **Particulars**	• **%**
• Per patient cost	
• Institution Overhead	• 30%
• PI Fees	• Negotiations between Institution & SMO
• Co-I Fees	• Negotiations between Institution & SMO
• Research staff fees (CRC, Pharmacist, other staffs)	• Infoclin Consultancy
• Site Management Organization	• 40%
• Lab & Hospital charges	• As per actuals will be paid by Infoclin Consultancy

***Payee will be Infoclin Consultancy directly from Sponsor/CRO and will be responsible for disbursement to all the above-mentioned stakeholders.**

Payee Details:
Payee Name: Infoclin Consultancy
A/c no-50200044328167
Bank-HDFC
IFSC-HDFC0001231
Address-Jadavpur
PAN-ARYPP8894N
GST-19ARYPP8894N2Z0

Note: Any changes in above mentioned information will be notified to the concern authority on priority.

14

CLINSEARCH
Healthcare Solutions Pvt. Ltd.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(THE "AGREEMENT")

BETWEEN

Clinsearch Healthcare Solutions Pvt Ltd, a company incorporated in India, under Indian Companies Act, 1956, and having its registered office at 401, 4th Floor, Building No. 3, Highland Arcade (Park), Behind 'D' Mart, Kolshet Road, Off Ghodbunder Road, Dhokali, Thane (W) 400 607 Maharashtra-India,

AND

Dr. P N Khandelwal (Principal Investigator) Prof. & Head of Pharmacology Department , having its address at, MGM Medical College, Sector 1, Kamothe, Navi Mumbai – 410209, Maharashtra (India), (RECIPIENT) are willing and agree to disclose to each other certain confidential, non-public information concerning each other's proprietary products, technology, business plans, financials, capitalization, facilities, business records data, test results and any other proprietary, non-public information prepared by or for each of them (the "Confidential Information"). All material that is written, in hard media, digital or other format shall automatically be considered as Confidential Information. If the information is disclosed orally, then it shall be deemed to be Confidential Information if the disclosure is reduced to writing, marked "CONFIDENTIAL" and delivered to the Recipient within thirty (30) days of the date of disclosure. A party disclosing Confidential Information shall be referred to as the "Discloser" and the party receiving Confidential Information shall be referred to as the "Recipient".

The term "Recipient" includes the respective companies and their subsidiaries, successors, assigns, legal representatives, affiliates, employees, agents, servants, advisors, attorneys, accountants, and consultants (hereinafter sometimes referred to as the "Representatives"), all of whom agree to be bound by the terms and conditions of this Agreement.

The purpose of this Agreement is for the parties to consider a potential business relationship. Each party understands that the other party has disclosed or intends to disclose Confidential Information to the other. The Recipient agrees that she/he will not use Confidential Information received from a Discloser, or any other party, for the purpose of discovering an invention whether patentable or not; patenting material or any improvement thereon; copyrighting material; or securing any trade secrets or other intellectual property rights. In that context, Recipient understands and agrees that she/he will not, for him /herself or in conjunction with others, directly or indirectly, test, modify, manipulate, research, create a derivative including, but not limited to performing activities to understand structural activity relationships, mechanism activity relationships or mechanism of action of particular compounds, reverse engineer, replicate the Confidential Information, or otherwise work with or manipulate the Confidential Information in an effort to understand the Discloser's proprietary technology or learn information not explicitly stated in the Confidential Information.

Such testing, manipulation, replication, work, reverse engineering, or other research may only be undertaken and conducted through negotiated transactional documents which are mutually accepted, executed, and delivered by the parties. This Agreement is not a transactional document. The Recipient shall be liable for any and all direct and indirect damages, costs and expenses resulting from any violation of the above paragraph including, without limitation, reasonable attorneys' fees and disbursements, consequential damages, and lost profits.

In consideration of the willingness of Discloser and the Recipient to disclose their respective Confidential Information to each other, and in recognition of the confidential nature thereof, Discloser and the Recipient hereby each agree that the Confidential Information received from the other, will be kept strictly confidential and will be used solely for the purpose stated in this Agreement and will not be disclosed, distributed or disseminated to any person, firm or entity other than a Representative without the prior written consent of the Discloser. The Discloser and the Recipient agree that they will be responsible for any violation of this Agreement by a Representative and that their Representatives

CLINSEARCH HEALTHCARE SOLUTIONS PVT. LTD. ★ THANE ★

shall keep such Confidential Information confidential. Prior to disclosing Confidential Information to a Representative, the Discloser shall: (i) inform the Representative that the information constitutes Confidential Information, (ii) that the Confidential Information is being provided in accordance with the terms and conditions of this Agreement and (iii) that the Representative is, by accepting the Confidential Information, bound by and subject to the terms and conditions of the Agreement. Further, Discloser and the Recipient agree to take such steps to protect and maintain the security and confidentiality of the Confidential Information as the Discloser and the Recipient would take in the case of their own confidential business information.

The Recipient agrees to notify the Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Recipient or his/her Representatives and will cooperate with the Discloser in every reasonable way to help the Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

The restraint on confidentiality provided herein shall not apply to any Confidential Information which:

a. Is or subsequently becomes part of the public domain through no fault of either the Discloser or the Recipient; or
b. Was known by the Discloser or the Recipient at the time of disclosure and such prior knowledge can be demonstrated by the Discloser or the Recipient through written records; or
c. Is required by law to be disclosed, after notice to the Discloser or the Recipient and an opportunity for the Discloser or the Recipient to seek injunctive relief and/or an appropriate Protective Order.

Notwithstanding the foregoing, any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the Recipient unless the combination itself and principle of operation are published or available to the general public or are in the rightful possession of the Recipient.

All Confidential Information, whether created by the Discloser or the Recipient, shall remain the property of Discloser, and no license or other rights to such Discloser's Confidential Information is granted or implied hereby. All Confidential Information is being delivered "AS IS" without any representations or warranties, and none are intended or implied.

It is agreed and understood that all documents and other materials which embody the Confidential Information will be returned to the Discloser immediately upon request, and no copies, extracts or other reproductions shall be retained by the Recipient or the Representatives, except that one copy may be retained by the Recipient's legal counsel to ascertain compliance with this Agreement.

The Discloser and the Recipient agree that money damages will not be a sufficient remedy for any breach of this Agreement by the other or their Representatives, and the Discloser or the Recipient, as the case may be, shall be entitled, in addition to money damages, to specific performance and injunctive relief and any other appropriate equitable remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

This Agreement shall be governed by, and construed in accordance with, the laws of India and to be performed within India. The parties represent and warrant to each other that the individual signing on their respective behalf has been duly authorized and empowered to execute and deliver this Agreement, and the Agreement, when fully signed and delivered, is binding on Discloser and the Recipient.

CLINSEARCH
Healthcare Solutions Pvt. Ltd.

Agreement is being executed in multiple copies each of which shall be deemed to be an original, under seal, this 08-08-2022

For,

Clinsearch Healthcare Solutions Pvt. Ltd.

Name: Dr. Deepak Langade

Title: Director

CLINSEARCH HEALTHCARE SOLUTIONS PVT. LTD. THANE

This Agreement and its terms and conditions are hereby acknowledged, accepted, and agreed to:

Signature:

Name: **Dr. P N Khandelwal**

Title: Prof. & Head of Pharmacology,

Address: MGM Medical College,
Sector 1, Kamothe,
Navi Mumbai – 410209,
Maharashtra (India),

Prof. & Head Pharmacology
M.G.M. Medical College,
Kamothe, Navi Mumbai-410209.

Grapecity
Research Solutions LLP

Memorandum of Understanding

This Agreement is made on 28th Nov 2022, by and between "GRAPECITY RESEARCH SOLUTION LLP" having its Office at BLOCK D/2,SHRI PRASAD , PRAKASH HOUSING SOCIETY ,KALEWADI PHATA THERGOAN ,PUNE -411033. referred as a party- A (here in after referred to as the"GRAPECITY")

And

Mahatma Gandhi Mission's (MGM) Medical College & Hospital, Sector-18, Kamothe, Navi Mumbai, Maharashtra 410209 referred as a party-B (here in after referred to as the "Institution")

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College& Hospital, Navi Mumbai appoints "GRAPECITY" Services As a site management organization on Exclusive basis for period of 10 years w.e.f 28th Nov,2022 to 27nd Nov,2032. (Will be reviewed and updated accordingly)

Obligations of GRAPECITY Services:

GRAPECITY is a Clinical Research Organizations/ site management Organization based in Pune providing end to end clinical research services to the Hospitals, Institutions and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertise in India.

GRAPECITY Services is desirous of working with Institution /Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

GRAPECITY Services shall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.

GRAPECITY Services will manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

GRAPECITY Services will appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a point of contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

GRAPECITY will appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post monitoring action elements and study training as per needs and frequent discussion with Investigator & sponsor / CRO on trial progress.

D/2 Prakash Society, Thergaon, Pune-411033, Maharashtra, India
+91 9890840086 / +91 9665042090 info@grapecityresearch.com www.grapecityresearch.com

Memorandum of Understanding

GRAPECITY will appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and quality management will be done by GRAPECITY services. GRAPECITY personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

GRAPECITY will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by GRAPECITY Services which includes telecommunication, travel cost, training cost at various centers across India or abroad.

GRAPECITY will be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and Regulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection
6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files
8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during Previous monitoring visits
9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice (GCP) regulation
10. Assisting Principal Investigator in administrating ICF and its procedures
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patients pre- screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates

15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular Telephonic contact with patients to preventing lost to follow- up and missed visits.

16. Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site

17. Coordinate all site specific queries- medical, administrative, subject reimbursements and other study Related activities,

18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms

19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject Log, visit logs, Investigational product log, temperature log, SAE and EC communication log

20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety To the ethics committee

21. Coordinate with central and local lab for logistics and sample flow

22. Attend study related meeting as appropriate

23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site

24. Any other required activities during the trials.

25. Identification of potential database from different therapeutic area of PIs

26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility

27. Other duties as requested by GRAPECITY Services Management

B. Institution/ Hospital permits

1. Hospital will give the space and required facilities to appointed CRC & GRAPECITY_in order to perform clinical trials activities under respected PI.
2. Hospital will allow GRAPECITY_and Sponsors of Clinical trials to access the facility to verify source documents.
3. Hospital will allow GRAPECITY_to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Hospital shall permit GRAPECITY_to exclusively manage all clinical trial commenced by GRAPECITY Services

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 01st Jan 2020. However, this Agreement shall be reviewed annually by both parties if needed.

Memorandum of Understanding

D. Relationship of the parties

1. Hospital and GRAPECITY_are Independent parties. Both parties agree that their relationship is that of an Independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor did authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provide in this Agreement.

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

F. Confidentiality

1. The parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party GRAPECITY_agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.

2. Hospital shall not disclose to any third party any and information about new studies received from GRAPECITY.

G. Indemnification

Hospital shall indemnify and hold harmless GRAPECITY_against any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, GRAPECITY_shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by GRAPECITY, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Hospital, principle Investigator, GRAPECITY_Services and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.

2. All feasibilities and payments shall be routed through GRAPECITY_and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by GRAPECITY_Services for smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Hospital and /or Investigator is the responsibility of GRAPECITY_Services.
4. GRAPECITY_will be payee name for all trial related payment.
5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital, in a period of 15 working days after receiving the payment from the sponsor/CRO.
8. The details of study budget sharing in INR is as follow:
   - 100% study payment will be paid to GRAPECITY_from Sponsor/ CRO for each study.
   - 65% study payment will be paid to Hospital /Principal Investigator from GRAPECITY
   - 35% study payment fees will be paid to GRAPECITY.
   - 100% CRC fees will be paid to GRAPECITY_from sponsor /CRO.
   - Additional 30% Institutional overhead will be paid from GRAPECITY_received from sponsor/CRO.
   - GRAPECITY_will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(Note: Hospital/Principal Investigator should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research

Memorandum of Understanding

including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state-S , India.

Authorized Signature: ..... Name: Dr. G.S Narshetty Title: Dean Date: 14/12/2022 Dean MGM Medical College & Hospital Kamothe, Navi Mumbai-410209 Hospital Name: Mahatma Gandhi Mission's (MGM) Medical College & Hospital, Sector-18, Kamothe, Navi Mumbai- 410209, Maharashtra, India.	Professor & Head Dept.of Pharmacology ..... Name: Dr. Prakash Khandelwal Title: Professor & Head Department of Pharmacology (Clinical TrialCenter) Date: 14/12/2022 Prof. & Head Pharmacology M.G.M. Medical College, Kamothe, Navi Mumbai-410209 Hospital Name: Mahatma Gandhi Mission's (MGM) Medical College & Hospital, Sector-18, Kamothe, Navi Mumbai-410209, Maharashtra, India.
Professor & Head Dept.of Pharmacology ..... 13 Dec 2022 Name: Dr. Deepak Bhosle Title: Head of Clinical Trial Center Date: Hospital Name: Mahatma Gandhi Mission's (MGM) Medical College & Hospital, Aurangabad-431003, Maharashtra, India. CLINICAL RESEARCH UNIT DEPT. OF CLINICAL PHARMACOLOGY MGM MEDICAL COLLEGE AND HOSPITAL AURANGABAD	GRAPECITY RESEARCH SOLUTIONS LLP Authorized Signature: ..... Grapecity Research & Solutions LLP Pune Name: Dr.Sunil Chaudhary Title: Director Date: SMO: GRAPECITY RESEARCH SOLUTIONS LLP Address: Block D/2, Shri Prasad, Prakash Housing Society, Kalewadi Phata, Thergoan, Pune-411033.

16

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is executed at NAVI MUMBAI, on this 11th day of January 2023.

BETWEEN

MGM Medical College, having its office at, Sector 1, Kamothe, Navi Mumbai - 410209 Maharastra (India)its Dean Dr. G.S. Narshetty 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 successors, its officers, executors, administrators, agents, representatives and permitted assigns).

AND

Renovare Healthcare Solutions, a partnership firm having its working office at H-202, 2nd Floor, ITC, Railway Station Complex, Sector-11, CBD Belapur, Navi Mumbai-400614 (*MSME registration # UDYAM-MH-33-0070843*), through its Founder & CEO, Dr. Sakharam Garale hereinafter called the "PARTY OF THE SECOND PART" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, its other directors, its officers, executors, administrators, representatives and permitted 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".

WHEREAS:

A. Renovare has the expertise and experience to manage the scientific medical support (Medical Writing, protocol development, essential documents in research, participant information and communication, scientific content development. e.g.: manuscript preparation, patient education material, conference abstracts, conference proceedings etc.). Medico-marketing initiatives) from conception to delivery. With a combined experience of more than 50 years in the medical affairs and medico-marketing in the leading Indian as well as multi-nationals for domestic as well as international markets, the team is well equipped to cater to the scientific needs. Through our services, they provide complete medical research, medical support, medical communications, outcome research, regulatory support, pharmacovigilance and contract medical affairs.

B. The Party of the First Part is a leading School of Medicine with an attached teaching hospital which is a leading healthcare provider for the treatment of patients suffering with different diseases and disorders.

C. Based on the above stated representations of the Party of the Second Part, the Party of the First Part is desirous to enter in order to improve employability of the students by imparting required skills and making them industry ready, it has been decided by RHS to introduce internship for MD Pharmacology students from MGM.

Responsibilities:
Interns would be contributing mainly:

- Medical Writing (protocol development, essential documents in research, participant information and communication)
- Research activities (patient reported outcomes, real-world evidence, clinical outcomes)
- Medical Communication (scientific content development. E.g.: manuscript preparation, patient education material, conference abstracts, conference proceedings etc.)
- Medico-marketing initiatives (scientific content development for ethical promotion)
- Regulatory Affairs (related to pharmaceuticals, nutraceuticals, and devices)
- Drug Safety related activities (pharmacovigilance, ADR reporting, risk management plan)

D. The Parties believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced academic opportunities in clinical research and scientific collaboration, which will be mutually beneficial to the Parties.

AND WHEREAS, the Parties desirous to promote academical collaboration with each other and are agreeable in-principle for working together and co-operating with one another, using their respective expertise, knowledge and resources, the Parties have agreed to reduce the broad understanding in writing by executing the present MOU.

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

CLAUSE 1: SCOPE OF THE MOU

1.1 The Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations.

1.2 The Parties will keep each other informed of potential opportunities from time to time.

1.3 The proposed internship proposal would be considered by each Party on a case-to-case basis and each Party will be entitled to complete their internal due diligence, with respect to such proposition/s.

1.4 The general terms of co-operation and scope of understanding shall be governed by this MOU. The Parties shall co-operate with each other and shall, as promptly as is reasonably practical enter into specific agreements, on a case-to-case basis, upon each Party completing their respective due diligence pertaining to the proposal is completed and the terms and conditions of such understanding/s, shall be reduced in writing in the form of agreement/s, deed/s (**"Definitive Documents"**), enumerating the specific provisions for each of these proposition/s, so proposed, the guiding principles of which shall be in consonance with terms of this MOU, as may be required to give effect to the actions contemplated in terms of this MOU. The Definitive Documents shall be on mutually beneficial and mutually agreeable terms to be decided by and between the Parties, on a case-to-case basis.

CLAUSE 3: INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest or license in or to the intellectual property (including but not limited to the know-how, inventions, patents, copyrights and designs) of the other Party.

CLAUSE 4: TENURE AND TERMINATION

4.1 This MOU will be valid for a period of three years from the date of execution of this MOU and may be renewed only based on a written mutual consent of the both the Parties, for a specified period only. Unless this MOU is renewed, as per the aforementioned provision, this MOU shall be deemed to be automatically terminated on the completion of the validity period.

4.2 Either of the Party may terminate this MOU upon serving the other Party a prior written notice of One (01) Month, with or without assigning any reason. In the event of Termination of this MOU both the Parties have to discharge their obligations.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed by and between the Parties, that the Party of the First Part and the Party of the Second Part are acting under this MOU as independent contractors and the relationship established under this MOU shall not be construed as a partnership.

5.2 Neither Party is authorized to use the name of the other Party, in any way, to make representations or create any obligation or liability, expressed to implied, on behalf of the other Party, in any manner whatsoever, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind with any third parties / associates and/or affiliates and/or subsidiaries and/or concerns, of the Parties of this MOU, in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party, in any manner whatsoever.

5.3 Any violation of the provision of this Clause in specific or the MOU in general, by either Party, shall be construed as an event of default and the same would invoke the immediate Termination of this MOU, by the affected Party against the other Party who has breached the term/s of this Clause, in specific and this MOU in general.

CLAUSE 6: NON-EXCLUSIVITY

6.1 This MOU is non-exclusive, and the Parties shall have the liberty to enter into similar understandings or agreements with other parties covering co-operation / understanding on clinical research proposal(s), and/or scientific collaboration(s), in any field including the fields mentioned in this MOU.

CLAUSE 7: NON-BINDING

This MOU is only for the purposes of composing the broad understanding of the terms between the Parties and is not legally binding on the Parties hereto.

Authorised Signatures:

Dr. G. S. Narshetty

Dean
MGM Medical College,
Navi Mumbai

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Dr. Sakharam Garale

11/1/2023

Founder and CEO
Renovare Healthcare Solutions

Renovare Healthcare Solutions

Dr. P. N. Khandelwal

11/1/23

Head- Department of pharmacology
MGM Medical College,
Navi Mumbai

M.G.M. MEDICAL COLLEGE NEW BOMBAY
Dept. of Pharmacology

Clinowell Research Services SMO

clinowellresearch@gmail.com
7666616212/7045778080
203, Plot no. 50 Om Mangalmurti chs , Sector 44, Seawoods Navi Mumbai Maharastra 400706

Memorandum of Understanding

This Agreement is made on **06 Apr 2024**, by and between **"Clinowell Research Services"** having its Office at 203, Plot no. 50 Om Mangalmurti chs , Sector 44, Seawoods Navi Mumbai Maharastra 400706, referred as a party- A **(here in after referred to as the "SMO")**

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, sector 1, Kamothe, Navi Mumbai, Maharashtra- 410209, India referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfil conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College & Hospital appoints Clinowell Research Services As a site management organization on **Exclusive basis for period of 10 years w.e.f 08 Apr 2024** to 08 **Apr 2034. (Will be reviewed and updated accordingly**

Obligations of Clinowell Research Services:

Clinowell Research Services is a site management Organization based in NaviMumbai, Maharashtra providing end to end clinical research services to the Hospitals. Is and offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertise in India

Clinowell Research Services is desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase 1.1V clinical trials for new mails for new drug & treatment.

Clinowell Research Services Shall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CRDs and execute them in Hospital

Clinowell Research Services will manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

Clinowell Research SMO

MGM MEDICAL COLLEGE NAVI MUMBAI 410209 KAMOTHE

clinowellresearch@gmail.com
7666616212/7045778080
203, Plot no. 50 Om Mangalmurti chs , Sector 44,
Seawoods Navi Mumbai Maharastra 400706

Clinowell Research Services appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial ensure data quality, resolve screening, enrolment if any, follow up on past-monitoring action elements and study training investigator & sponsor/CRO on trial progress tor general issue as per needs and frequent discussion with

Clinowell Research Services will appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol regulatory requirements record seeping and retention. Study co-ordination, project management and quality management will be done by Clinowell Research Services. Clinowell Research Services personnel, CRC PM. CC Experts will assist PI and the Site

Clinowell Research Services will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by Clinowell Research Services which includes telecommunication, travel cost, training cost at various centres across India or abroad.

Clinowell Research Services will be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and Regulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection
6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files
8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during Previous monitoring visits
9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice (GCP) regulation
10. Assisting Principal Investigator in administrating ICF and its procedures.
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patient's pre-screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates.
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular Telephonic contact with patients to preventing lost to follow up and missed visits.
16. Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site

clinowellresearch@gmail.com
7666616212/7045778080
203, Plot no. 50 Om Mangalmurti chs , Sector 44,
Seawoods Navi Mumbai Maharastra 400706

17. Coordinate all site-specific queries- medical, administrative, subject reimbursements and other study related activities
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms
19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject log, visit logs, Investigational product log, temperature log, SAE and EC communicational log.
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee
21. Coordinate with central and local lab for logistics and sample flow
22. Attend study related meeting as appropriate
23. Preparing sites for Monitoring/Auditing visits coordinate close out visit and Archival at site
24. Any other required activities during the trials
25. Any other required activities during the trials
26. Communication with Investigators/Hospitals and conduct protocol specific feasibility
27. Other duties as requested by Clinowell Research Services Management

B. Hospital Permits

1. Hospital will give the space and required facilities to appointed CRC & Clinowell Research Services in order to perform clinical trials activities under respected PI.
2. Hospital will allow Clinowell Research services and Sponsors of Cllinical trials to acces the facility to verify source documents
3. Hospital will allow Clinowell Research Services to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Hospital shall permit Clinowell Research Services to exclusively manage all clinical trial commenced by Clinowell Research Services

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 8th April 2024. However, this Agreement shall be reviewed annually by both parties if needed.

D. Relationship of the parties

1. . Hospital and Clinowell Research Services are independent parties. Both parties agree that their relationship is that of an independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this Agreement.

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

Clinowell Research Services SMO

MGM MEDICAL COLLEGE NAVI MUMBAI 410209 KAMOTI

clinowellresearch@gmail.com
7666616212/7045778080
203, Plot no. 50 Om Mangalmurti chs , Sector 44,
Seawoods Navi Mumbai Maharastra 400706

F. Confidentiality

1. the parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party Clinowell Research Services agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.
2. 2. Hospital shall not disclose to any third party any and information about new studies received from Clinowell Research Services.

G. Indemnification

Hospital shall indemnify and hold harmless Clinowell Research Services against any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, Clinowell Research Services shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by Clinowell Research Services, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Hospital, principal Investigator, Clinowell Research Services and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital
2. All feasibilities and payments shall be routed through Clinowell Research Services and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by Clinowell Research Services for smooth and hassle-free finalization of Clinical Trial Agreements
3. Getting payment from sponsor and giving to Hospital and/or Investigator is the responsibility of Clinowell Research Services.
4. Clinowell Research Services will be payee name for all trial related payment.
5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital, in a period of 45 working days after receiving the payment from the sponsor/CRO.
8. **The details of study budget sharing in INR are as follow:**
    - **100%** study payment will be paid to Clinowell Research Services from Sponsor/ CRO for each study.
    - **60%** study payment will be paid to Hospital/Principal Investigator from Clinowell Clinical Research and Services

Clinowell Research Services SMO

MGM MEDICAL COLLEGE NAVI MUMBAI 410209

clinowellresearch@gmail.com
7666616212/7045778080
203, Plot no. 50 Om Mangalmurti chs , Sector 44,
Seawoods Navi Mumbai Maharastra 400706

- **40%** study payment fees will be paid to Clinowell Research Services.
- **100%** CRC fees will be paid to Clinowell Clinical Research and Services from sponsor/CRO.

- Subject Travel reimbursement amount will be paid to Hospital from Clinowell Research Services.
- Additional 30% Institutional overhead will be paid from Clinowell Research Services received from sponsor/CRO.
- Clinowell Research Services will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital/Principal Investigator received from sponsor/CRO.

(Note: Hospital/Principal Investigator should provide dedicated working space, Electricity, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state of Maharashtra India.

Clinowell Research SMO Services

AGM MEDICAL COLLEGE NAVI MUMBAI 410209 KAMOTE

Clinowell Research Services SMO

clinowellresearch@gmail.com
7666616212/7045778080
203, Plot no. 50 Om Mangalmurti chs , Sector 44,
Seawoods Navi Mumbai Maharastra 400706

1. Authorized Signature	2. Authorized Signature
Signature : _____ Date: 31/5/24 Name: Dr. Richa Goel Title: Prof. & HOD of Pharmacology Hospital Name: MGM Hospital & MC Add: Mahatma Gandhi Mission(MGM) Medical college and Hospital Sector 1 Kamothe Navi Mumbai Maharashtra 410209 Stamp Prof. & Head Pharmacology M.G.M. Medical College, Kamothe, Navi Mumbai-410209	Signature : _____ 31.5.24 Date: _____ Name: Dr Navsheli Title: _____ Hospital Name: MGM Hospital & HC Navi Mumbai Add: Mahatma Gandhi Mission(MGM) Medical college and Hospital Sector 1 Kamothe Navi Mumbai Maharashtra 410209 Stamp Dean MGM Medical College & Hospital Kamothe, Navi Mumbai-410209

3. Authorized Signature	
Signature : _____ Date: 31/5/24 Name: Rohan Shetty Title: Director Clinowell Research Services Add: 203, Omnangal Murti Plot no.50 Sector 44Seawoods Navi Mumbai Maharastra 400706 Stamp Clinowell Research SMO Services	MGM MEDICAL COLLEGE NAVI MUMBAI 410209 KAMOTHE

भारतीय गैर-न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ 64AA 821680

9 OCT 2023

उप कोषागार अधिकारी
पनवेल रायगड

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, 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 & 6-16, imperial Towers, 7t^{h} Floor, Ameerpet, Hyderabad 500 038 through its Authorized Signatory, Anubhav Prashant COOO- Apollo Cradle & Apollo Fertility

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

जोडपत्र—२ / Annexure - II

मुद्रांक विक्री नोंदवही अनुक्रमांक – ८९१५ दिनांक १८.१०.२०२३
दस्ताचा प्रकार **BANK GUARANTEE**
दस्त नोंदणी करणार आहेत का होय / नाही
मिळकतीचे थोडक्यात वर्णन
मुद्रांक विकत घेणाऱ्यांचे नाव व सही **MGM MEDICAL COLLEGE**
हस्ते असल्यास दुस—या पक्षकाराचे नाव **HARSH SINGH**
मुद्रांक शुल्क रक्कम १००/—

सौ. मंगला कृष्णा पगडे
स्टॅप वेंडर, कळंबोली
दुकान न बी ९, सेक्टर ३ई/ए, कळंबोली, जि. रायगड
परवाना क्रं ६/१९९६—९७

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्याची त्याच कारणासाठी व खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

hereinafter refereed 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

The MGMIHS was established on 28th March 2006 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 (AHLL), a company registered under the Companies Act and having its registered office at 7-1-617/A, 615 & 616, Imperial Towers, 7th Floor, Ameerpet, Hyderabad-500038. AHLL 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.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

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 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 it 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
- IVF, 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

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

to their activities in field of mutual interest.

- To cooperate in exchange of information through lectures and practical's by 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 laboaatories 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.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

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;

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

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.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

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 shal! 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, 2023 (**`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 Mot/ **may further be renewed** for a period **another three** years (31 July 2024) 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 form 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**
• concepts in infertility	• Intrauterine Insemination
• Aetiology of female infertility	• Assisted Conception
• Evaluation of female factor	• Uterine Receptivity
• Investigations in the female	• Oocyte donation
• Uterine Receptivity	• Embryo donation

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

•	Endometriosis —Diagnosis & management	**2.**	**Intracytoplasmic sperm injection** (ICSI)
•	Polycystic ovariandisease 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 foe 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 endometriosia
			• 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.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Fee Share:-

MGMMCKNM **will collect the fee** (as decided as this clause) from students and shall pay the fee share to ASH's Apollo Fertility within 30 days after the last date for receiving fees from the students. Payment shall be subject to TDS as per applicable rate. **The parties agree to share the fees as under:**

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

Cost of GST if any applicable shall be borne by MGMMCKNM.

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.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

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.

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

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai 410209

On behalf of
Apollo Specialty Hospital Pvt Ltd

COO Apollo Cradle & Interfertility
Date 31/10/2023

On behalf of
MGM Medical College Kamothe
Navi Mumbai

WITNESS

Gmail

Mahatma M <mgmmcnb@gmail.com>

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

[Quoted text hidden]

Memorandum of Understanding apollo reproductive medicine (2024 to 2025).docx
34K

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2023 ◐ 96AA 484954

09 JUL 2024

उप कोषागार अधिकारी
पनवेल रायगड

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 & 6-16, imperial Towers, 7th Floor, Ameerpet, Hyderabad 500 038 through its Authorized Signatory, Anubhav Prashant COOO- Apollo Cradle & Apollo Fertility

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Apollo Specialty Hospitals Pvt. Ltd.
Apollo Fertility
Belapur,
Navi Mumbai

hereinafter refereed 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 (AHLL), a company registered under the Companies Act and having its registered office at 7-1-617/A, 615 & 616, Imperial Towers, 7th Floor, Ameerpet, Hyderabad-500038. AHLL 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

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai 410209

Apollo Specialty Hospitals Pvt. Ltd.
Apollo Fertility
Belapur,
Navi Mumbai

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 it 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
- IVF, 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

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai 410209

Apollo Speciality Hospitals Pvt. Ltd.
Apollo Fertility
Belapur, Navi Mumbai

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 laboaatories 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.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Apollo Speciality Hospitals Pvt. Ltd.
Apollo Fertility
Belapur,
Navi Mumbai

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;

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Apollo Speciality Hospitals Pvt. Ltd.
Apollo Fertility
Belapur,
Navi Mumbai

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.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Apollo Speciality Hospitals Pvt. Ltd.
Apollo Fertility
Belapur, Navi Mumbai

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 shal! 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 Mot/ **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 form 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**
• concepts in infertility	• Intrauterine Insemination
• Aetiology of female infertility	• Assisted Conception
• Evaluation of female factor	• Uterine Receptivity
• Investigations in the female	• Oocyte donation
• Uterine Receptivity	• Embryo donation

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Apollo Speciality Hospitals Pvt. Ltd. Apollo Fertility Belapur, Navi Mumbai

•	Endometriosis —Diagnosis & management	2.	**Intracytoplasmic sperm injection** (ICSI)
•	Polycystic ovariandisease 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 foe 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 endometriosia
			• 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.

Dean
Medical College & Hospital
Kamothe, Navi Mumbai-410209

Apollo Speciality Hospitals Pvt. Ltd.
Apollo Fertility
Belapur,
Navi Mumbai

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.

Apollo Speciality Hospitals Pvt. Ltd. Apollo Fertility Belapur, Navi Mumbai

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

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.

Dean
Govt Medical College & Hospital
Kamothe, Navi Mumbai-410209

Apollo Speciality Hospitals Pvt. Ltd.
Apollo Fertility
Belapur, Navi Mumbai

19

Dear sir

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2023

64AA 358023

जोड पत्र - २/Annexure-II

मुद्रांक विक्री नोंद अनुक्रमांक 6143 दिनांक 13/02/2024

दस्ताचा प्रकार करार दस्त नोंदणी करणार आहेत का - होय/नाही

मिळकतीचा वर्णन

मुद्रांक विकत घेणा-याचे नांव व सही MGM-MM Skm कामोठे

दुस-या पक्षकाराचे नाव

हस्ते असल्यास त्याचे नांव, पत्ता व सही भगवान गोपाळ दांडेकर

मुद्रांक शुल्क रक्कम 100/-

श्री. सुनिल विठ्ठल परदेशी

श्री समर्थ कृपा ब्रोकर्स अँण्ड टायपिंग क्लास पनवेल, अनुज्ञप्ती - पवेल २/९६-९७

23 JAN 2024

उप कोषागार अधिकारी
पनवेल रायगड

परवाना मुद्रांक विक्रेत्याचा दस्त नोंदणी क्रमांक
मुद्रांक विक्रीचे ठिकाण व पत्ता

सदर कारणासाठी त्याचा मुद्रांक खरा असल्याची खात्री कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक

MEMORANDUM OF UNDERSTANDING
BETWEEN
MAHATMA GANDHI MISSION TRUST'S
MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, NAVI MUMBAI
AND
PANVEL MUNICIPAL CORPORATION, PANVEL, DIST. RAIGAD

This Memorandum of Understanding (MOU) is made on 06/05/2024, between MGM Medical College & Hospital, Kamothe, Navi Mumbai and Panvel Municipal Corporation, Panvel, Dist. Raigad, for supporting to run following 06 Urban Primary Health Centers (OPD Services), owned by Panvel Municipal Corporation, Panvel, Dist. Raigad,

1)UPHC-1 Old Panvel
2) UPHC-3 New Panvel
3)UPHC-5 Kharghar
4)UPHC-4 Kalamboli
5)Palekhurd
6)Rohinjan

Background

Mahatma Gandhi Mission Trust's MGM Medical College & Hospital, Kamothe, Navi Mumbai, is affiliated to MGM Institute of Health Sciences, a deemed to be University, Kamothe, Navi Mumbai. It runs undergraduate and post-graduate Health sciences courses.

MGM Medical College & Hospital had given willingness for supporting to run six Urban Primary Health Centers (OPD Services), which are presently run by Panvel Municipal Corporation, vide letter No. MGMH/KAM/2023/902 dated 03/11/2023.

It is accepted by the Medical Health Department of Panvel Municipal Corporation, vide their letters dated 02/02/2024 and 16/04/2024 and permitted affiliation of the said Urban Primary Health Centers, as Medical Colleges are directed by National Medical Council to adopt the Government Health Centers.

MGM Institute of Health Sciences, a deemed to be University through its constituent unit the MGM Medical College, imparts skill-based training to undergraduate, postgraduate and the para medical students (Nursing, Physiotherapy, Rehabilitation and other allied Professions) in Urban Health care practice and the application of epidemiological principles. These functions enhance the quality of public health services imparted by the Urban Primary Health Centers. This indirectly creates cadre of quality public health professionals.

Purpose:

This MOU will help the Urban Primary Health Centers to be upgraded in terms of urban health care services by the hand holding support of MGM Medical College & health science courses (UG & PG). This will be accomplished by undertaking the following objectives, target segment and processed specialty services.

Objectives:

1) OPD healthcare services for large population area under Panvel Municipal Corporation.
2) Support to the RCH Activities conducted by existing MO and field staff. Referral services will be given free of cost at Tertiary Care Hospital of MGM.
3) IPD services at Tertiary Care Hospital of MGM, if required at affordable rates and also transferring benefits of various Government Schemes to relieve patients on healthcare spending.
4) To support existing field staff in creating health awareness and prevention of various communicable/non-communicable diseases at UPHC.
5) Overall academic activity of health science courses (UG & PG) carried out at the Urban Primary Health Centers will be under the control of the Dean.
6) Technical support in priority National Health Programme activities implemented by Panvel Municipal Corporation.

Period

One year Commencing from 07/05/2024 & renewable annually.

Target Segment

Below Poverty Line population, Middle Class Families, Police and other Government Employees and all type of government schemes beneficiaries for general population.

Services proposed

1. MGM Medical College & Hospital, Kamothe, Navi Mumbai, will provide support for OPD Services by deputing 02 Interns in each UPHC as per Rota in general clinic and specialty, on daily basis from Monday to Friday between 10:00 a.m. & 01:00 p.m., as per following details. This will be co-ordinated /supervised by PSM Department of MGM Medical College & Hospital, Kamothe.

Sr. No.	Location of UPSC	Department
i.	UPHC-1 Old Panvel	Respiratory Medicine & Dermatology
ii.	UPHC-3 New Panvel	Community Medicine
iii.	UPHC-5 Kharghar	Geriatric Medicine
iv.	UPHC-4 Kalamboli	OBGY
v.	Palekhurd	Pediatrics
vi.	Rohinjan	Family Medicine

2. MGM Medical College & Hospital, Kamothe, will also depute Interns from other specialties, as & when required.
3. Facilitation to IPD at MGM Hospital Kamothe to required patients.
4. Support in Participate in implementation of National Health Programme activities.
5. Support to field staff in conducting health education activities.
6. Support in conducting health camp and provide referral services.
7. Support in conducting health checkup under Rashtriya Bal Swasthya Karyakram
8. Conducting training of health care providers.
9. Jointly observing public health days like World Health Day, World TB Day, World AIDS Day, World Heart Day, etc.
10. Share report of activities conducted in collaboration.
11. Conduct research projects to improve health care.

Supply of medicines & equipments

Panvel Municipal Corporation will supply medicines and equipments, required for OPD Services on the said Urban Primary Health Centers.

Transportation Services

Panvel Municipal Corporation will provide their vehicles for pick-up and drop services for the Interns on daily basis from MGM Hospital, Kamothe to UPHC.

Security Services

Panvel Municipal Corporation will provide Security Guards at all the UPHCs for the Security purpose.

Daily Allowance for Tea and Working Lunch

Panvel Municipal Corporation shall not pay any honorarium/salary to the Interns and their services will be free of cost to Panvel Municipal Corporation. However, only Daily Allowance of Rs. 240/- for Tea and Working Lunch will be paid by Panvel Municipal Corporation to MGM Medical College & Hospital, Kamothe, based on the daily attendance of the attending Interns, on or before 7th of every month and in turn MGM Medical college & Hospital will pay the same to the attending Interns.

Funding -

This MOU is not a commitment of funds and is for the functional collaboration.

Termination

This MOU can be terminated by the either party by giving 03 month notice in writing.

Settlement of Disputes

In case of any dispute arises regarding this MOU, the same will be settled through the Commissioner, Panvel Municipal Corporation and Medical Director, MGM Medical College & Hospital, Kamothe, Navi Mumbai.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this MOU, including all the terms and conditions mentioned herein above.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209
Email:- mgmmcnb@gmail.com

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Medical Officer Health
Panvel Municipal Corporation,
Panvel, Dist.- Raigad

Medical Officer Health
Panvel Municipal Corporation

Witness

Mr. N. B. Jogdand
Chief Administrative Officer
MGM Hospital, Kamothe

Witness

Place : Panvel

Date : 06/05/2024

Ewh D
MoU

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA © 2023 © 96AA 395458

29 JUN 2024

उपनिबंधक सह दुय्यम निबंधक
पनवेल क्र.४

जोड पत्र - २/Annexure-II
मुद्रांक विक्री नोंद अनुक्रमांक 16246 दिनांक 26/06/2024
दस्ताचा प्रकार दस्त नोंदणी करणार आहेत का - होय/नाही
पक्षकारांचे नांव
मुद्रांक विक्रेत्या परवाना-याचे नांव व सही
दुसऱ्या पक्षकाराचे नाव
हस्ते असल्यास त्याचे नांव, पत्ता व सही
मुद्रांक शुल्क रक्कम 1001/-

श्री. सुनिल विठ्ठल पवेकर
श्री गणेश कृपा ट्रेडिंग अँड सर्व्हिस सेंटर
पनवेल, अंबूर्ली - पनवेल

दस्तात मुद्रांक विक्रेत्याची पाने व परत्यांचा जपाक
दस्तात विक्रीचे ठिकाण व वेळा

MEMORANDUM OF UNDERSTANDING (MOU)

This agreement is executed at KAMOTHE, NAVI MUMBAI on this 26th Day of June 2024.

BETWEEN

LAXMI CHARITABLE TRUST having registered office at **Mulla Hamid Road, Panvel, 410 206** (hereinafter referred to as ' LCT which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) AND

MGM Medical College & Hospital, Kamothe, Navi Mumbai its registered office at **Sector 1, Plot No. 1 & 2, Kamothe, Navi Mumbai 410209.**

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209.

1. LCT desire to avail facilities of **MGM Medical College & Hospital, Kamothe, Navi Mumbai** by the way of imparting comprehensive training in Basic Sciences and Allied Medical Subjects to the DNB students enrolled in the specialty of Ophthalmology at LCT.

2. The management of **MGM Medical College & Hospital, Kamothe, Navi Mumbai** has accepted the request of LCT and agreed to impart comprehensive training in Basic Sciences and Allied Medical Subjects to the DNB Students enrolled in various broad specialties at LCT on following term and conditions.

3. The DNB Students of the broad specialties shall be provided rotational posting in the following clinical area as indicated below:-

Specialty	Area of Clinical Posting to be provided
Anesthesia	Neurosurgery, Paediatric Surgery, Burns & Plastic surgery Anaesthesia
ENT	General ENT
Pathology	Autopsy, Hematopathology, Ocular Pathology & Neuropathology, Biochemistry
Microbiology	Bacteriology
Radiology	X-ray, CT scan, MRI
Medicine	
Basic Science Subjects	

NOW THEREFORE BY THESE ARTICLES THE PARTIES HAVE AGREED FOLLOWING TERMS AND CONDITIONS BY AND BETWEEN THEMSELVES AS FOLLOWS:-

1. This agreement shall commence from 27th June 2024 and shall be in force till 26th June 2029.
2. The **MGM Medical College & Hospital, Kamothe, Navi Mumbai** be responsible for imparting proper training by delivering appropriate number of lectures / classes etc. to DNB students and the training quality students will be maintained as per the guidelines from LCT and National Board of Examinations.
3. The **MGM Medical College & Hospital, Kamothe, Navi Mumbai** shall also provide the access to all training facilities of Basic Sciences and Allied Medical subjects to the DNB students of LCT.
4. The LCT shall ensure that the students observe rules and regulations of the **MGM Medical College & Hospital, Kamothe, Navi Mumbai** Any student commits and misconduct and/or found in contravention of rules and regulations of **MGM Medical College & Hospital, Kamothe, Navi Mumbai**
5. Students from either institute shall be allowed to attend teaching sessions.

Dean
MGM Medical College & Hospital

6. If possible eye bank MoU / Eye donation, corneal transport / usage as & when appropriate.
7. The parties to this agreement shall be free to terminate the present agreement without assigning any reasons by giving each other three months prior notice in writing.
8. It is agreed that both the parties to this agreement shall make all the possible endeavours to work in the best interest of both the parties.
9. Any notice and other communications provided for in this agreement shall be in writing and shall be sent in writing and shall be sent by registered post acknowledgement due, or by any recognized courier services at the usual residential and/or the address where any of the party carries on its regular business.
10. This agreement shall be subject to Panvel/Raigad/Mumbai, Jurisdiction.

SINGED SEALED AND DELIVERED BY THE WITHIN NAMED

(Dr. Suhas Haldipurkar)
Medical Director
For Laxmi Charitable Trust

Dr. Suhas Haldipurkar
Medical Director
Laxmi Charitable Trust Eye Hospital,
Panvel

In presence of

1. Pranalee Waghare

2. Archana Mhaskar

SINGED SEALED AND DELIVERED BY THE WITHIN NAMED

(Dr. G. S. Narshetty)
Dean
For MGM Medical College & Hospital
Kamothe, Navi Mumbai

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai 410209

LAXMI

LAXMI CHARITABLE TRUST

Reg. No. E 336 (Raigad)

Annexure – MoU (RP)

LAXMI CHARITABLE TRUST, PANVEL, NAVI MUMBAI has applied for seeking accreditation with NBE in the speciality of **OPHTHALMOLOGY**. The applicant hospital does not have adequate exposure in the areas of **BASIC SCIENCE AND ALLIED MEDICAL SUBJECTS**.

As per NBE requirements, comprehensive training shall be provided by the hospital as per prescribed DNB/DrNB curriculum in the specialty. To ensure the same, the applicant hospital has undertaken a Memorandum of Understanding (MoU) with **MGM Medical College & Hospital, Kamothe, Navi Mumbai** which is recognized for MD/MS/DNB/DrNB Programme in the specialty of **OPHTHALMOLOGY** and where the above mentioned exposure is available.

As per the MOU, the trainees of the applicant hospital shall be rotated to the above mentioned *hospital under MOU* as per following externship plan:

Areas wherein exposure is inadequate in the applicant hospital	Proposed hospital for externship of trainees (Specify Name & complete address)	Duration of rotational posting (in weeks / months)
ANAESTHESIA, OCULAR PATHOLOGY, MICROBIOLOGY, BIOCHEMSTRY, OCULAR PHARMACOLOGY, RADIOLOGY, NEUROLOGY, MEDICINE, ENT & BASIC SCIENCE	MGM Medical College & Hospital, Kamothe, Navi Mumbai Address : Sector 1, Plot No. 1 & 2, Kamothe, Navi Mumbai 410209	AS PER DNB GUIDELINES

The above said externship shall be governed by following terms and conditions:

	Terms & Conditions for Externship	Hospital submission
1.	The rotation shall be Hands on experience and not mere observership.	YES
2.	How does the applicant hospital propose to monitor the training of the candidates as part of the proposed MoU?	MONITORING LOG BOOKS
3.	Who shall bear the stipend of the candidate during this period of training outside the hospital in another accredited institute?	LAXMI CHARITABLE TRUST, PANVEL
4.	What shall be status of theses supervision?	FORTNIGHTLY
5.	How will the thesis supervisor and guide of the candidate provide teaching and mentoring support during this period?	LECTURES AND SEMINARS
6.	Nature of responsibilities of the respective hospitals that shall deploy the candidate for the appropriate period of providing training.	POSTING OF RESIDENTS AS PER DNB GUIDELINES
7.	*Validity of MoU*: The MOU shall be effective w.e.f. 27th June, 2024 and shall remain valid till 26th June, 2029.	

Date: 26th June, 2024

Place: KAMOTHE, NAVI MUMBAI

DR. SUHAS HALDIPURKAR
Medical Director
Laxmi Charitable Trust, Panvel

Signature & Stamp of Head of the Institute
(Applicant Hospital)

Dr. Suhas Haldipurkar
Medical Director
Laxmi Charitable Trust Eye Hospital, Panvel

DEAN DR. G S. NARSHETTY
MGM Medical College & Hospital,
Sector 1, Plot No. 1 & 2, Kamothe, Navi Mumbai

Signature & Stamp of Head of the Institute
(Hospital under MOU)

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai 410209

LAXMI

LAXMI CHARITABLE TRUST

Reg. No. E 336 (Raigad)

Annexure RP. OPH

ROTATIONAL POSTING OF DNB TRAINEE(S) IN OPHTHALMOLOGY:

Department / Area of Rotation	Tentative schedule	Name & Address of the institute / hospital * where trainees are posted for rotation	Supervising Consultant name
Medicine	01 month	MGM Medical College & Hospital Kamothe, Navi Mumbai	Dr. Jaishree Ghanekar, Head of Dept
Neurology	01 month	MGM Medical College & Hospital Kamothe, Navi Mumbai	Dr. Virti Shah
Anaesthesiology	15 days	MGM Medical College & Hospital Kamothe, Navi Mumbai	Dr. Jessy Vennel, Head of Dept
ENT	15 days	MGM Medical College & Hospital Kamothe, Navi Mumbai	Dr. Kalpana Rajivkumar, Head of Dept
Any others: - Radiology - Microbiology	15 days each	MGM Medical College & Hospital Kamothe, Navi Mumbai	Dr. Ashutosh Chitnis Head of Radiology Dr. Anahita Hodiwala Head of Microbiology
Eye Bank Ophthalmology	Rest of the Period	Laxmi Charitable Trust	Dr. Rita Dhamankar

**A copy of MOU should be submitted with other NBE accredited institute / hospital or medical college where DNB trainees are posted for any of the above rotations, if the same is not feasible within the institute / hospital.*

It is herewith certified that DNB trainees are / shall be rotated in all of the above disciplines as per the prescribed DNB Ophthalmology curriculum.

Dr. Suhas Haldipurkar
Medical Director
Laxmi Charitable Trust, Panvel

Signature & Stamp of Head of the Institute
(Applicant Hospital)

Dr. Suhas Haldipurkar
Medical Director
Laxmi Charitable Trust Eye Hospital,
Panvel

Dean Dr. G. S. Narshetty
Dean
MGM Medical College & Hospital, Kamothe, Navi Mumbai
Address : Sector 1, Plot No. 1 & 2, Kamothe, Navi Mumbai

Signature & Stamp of Head of the Institute
(Hospital under MOU)

Dean
MGM [illegible] & Hospital
[illegible] 410209

LAXMI

LAXMI CHARITABLE TRUST

Reg. No. E 336 (Raigad)

MEMORANDUM OF UNDERSTANDING (MOU)

This agreement is executed at KAMOTHE, NAVI MUMBAI on this 26th Day of June 2024.

BETWEEN

LAXMI CHARITABLE TRUST having registered office at **Mulla Hamid Road, Panvel, 410 206** (hereinafter referred to as ' LCT which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) AND

MGM Medical College & Hospital, Kamothe, Navi Mumbai its registered office at **Sector 1, Plot No. 1 & 2, Kamothe, Navi Mumbai 410209.**

1. LCT desire to avail facilities of **MGM Medical College & Hospital, Kamothe, Navi Mumbai** by the way of imparting comprehensive training in Basic Sciences and Allied Medical Subjects to the DNB students enrolled in the specialty of Ophthalmology at LCT.

2. The management of **MGM Medical College & Hospital, Kamothe, Navi Mumbai** has accepted the request of LCT and agreed to impart comprehensive training in Basic Sciences and Allied Medical Subjects to the DNB Students enrolled in various broad specialties at LCT on following term and conditions.

3. The DNB Students of the broad specialties shall be provided rotational posting in the following clinical area as indicated below:-

Specialty	Area of Clinical Posting to be provided
Anesthesia	Neurosurgery, Paediatric Surgery, Burns & Plastic surgery Anaesthesia
ENT	General ENT
Pathology	Autopsy, Hematopathology, Ocular Pathology & Neuropathology, Biochemistry
Microbiology	Bacteriology
Radiology	X-ray, CT scan, MRI
Medicine	
Basic Science Subjects	

NOW THEREFORE BY THESE ARTICLES THE PARTIES HAVE AGREED FOLLOWING TERMS AND CONDITIONS BY AND BETWEEN THEMSELVES AS FOLLOWS:-

1. This agreement shall commence from 27th June 2024 and shall be in force till 26th June 2029.

2. The **MGM Medical College & Hospital, Kamothe, Navi Mumbai** be responsible for imparting proper training by delivering appropriate number of lectures / classes etc. to DNB students and the training quality students will be maintained as per the guidelines from LCT and National Board of Examinations.

3. The **MGM Medical College & Hospital, Kamothe, Navi Mumbai** shall also provide the access to all training facilities of Basic Sciences and Allied Medical subjects to the DNB students of LCT.

Dean

MGM Hospital

LAXMI

LAXMI CHARITABLE TRUST

Reg. No. E 336 (Raigad)

4. The LCT shall ensure that the students observe rules and regulations of the **MGM Medical College & Hospital, Kamothe, Navi Mumbai** Any student commits and misconduct and/or found in contravention of rules and regulations of **MGM Medical College & Hospital, Kamothe, Navi Mumbai**

5. Students from either institute shall be allowed to attend teaching sessions.

6. If possible eye bank MoU / Eye donation, Corneal transport / usage as & when appropriate.

7. The parties to this agreement shall be free to terminate the present agreement without assigning any reasons by giving each other three months prior notice in writing.

8. It is agreed that both the parties to this agreement shall make all the possible endeavours to work in the best interest of both the parties.

9. Any notice and other communications provided for in this agreement shall be in writing and shall be sent in writing and shall be sent by registered post acknowledgement due, or by any recognized courier services at the usual residential and/or the address where any of the party carries on its regular business.

10. This agreement shall be subject to Panvel/Raigad/Mumbai, Jurisdiction.

SINGED SEALED AND DELIVERED BY THE WITHIN NAMED

(Dr. Suhas Haldipurkar)
Medical Director
For Laxmi Charitable Trust

Dr. Suhas Haldipurkar
Medical Director
Laxmi Charitable Trust Eye Hospital,
Panvel

In presence of

1. Pranalee Waghare

2. Archana Mhaskar

SINGED SEALED AND DELIVERED BY THE WITHIN NAMED

(Dr. G. S. Narshetty)
Dean
For MGM Medical College & Hospital
Kamothe, Navi Mumbai

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai 410209

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2023

64AA 358022

जोड पत्र - २/Annexure-II

मुद्रांक विक्री नोंद अनुक्रमांक 61143 दिनांक 13/02/2024

दस्ताचा प्रकार ..... दस्त नोंदणी करणार आहेत का - होय, नाही

मिळकतीचा वर्णन .....

मुद्रांक विकत घेणा-याचे नांव व सही MGM Medical College

दुस-या पक्षकाराचे नाव .....

हस्ते असल्यास त्याचे नांव, पत्ता व सही .....

मुद्रांक शुल्क रक्कम 1001- Stamp Duty

श्री. सुनिल विठ्ठल परदेशी

श्री समर्थ कृपा प्रोपर्टीस अँण्ड टायपिंग सर्व्हिस

पनवेल, अनुज्ञप्ती - पनवेल २/९६-९७

परवाना मुद्रांक विक्रेत्याचे नांव व परवाना क्रमांक

मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता

ज्या कारणासाठी त्याला मुद्रांक खरेदी केल्या त्यानी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासुन ६ महिन्यात वापरणे बंधनकारक

उप कोषागार अधिकारी पनवेल रायगड

23 JAN 2024

MEMORANDUM OF UNDERSTANDING

BETWEEN

MAHATMA GANDHI MISSION TRUST'S

MGM MEDICAL COLLEGE, KAMOTHE, NAVI MUMBAI

AND

PANVEL MUNICIPAL CORPORATION, PANVEL, DIST. RAIGAD

This Memorandum of Understanding (MOU) is made on 06/05/2024, between MGM Medical College, Kamothe, Navi Mumbai and Panvel Municipal Corporation, Panvel, Dist. Raigad, for providing Registered PG Resident Doctors (Radiologists) of MGM Medical college, for Urban Primary Health Center -1 at Panvel and UPHC-5 at Kharghar, owned by Panvel Municipal Corporation, Panvel, District. Raigad.

1. MGM Medical College, Kamothe, Navi Mumbai, has received the letters dated 15/12/2023 and 02/02/2024, from Medical Officer Health, Panvel Municipal Corporation, for providing Registered PG Resident Doctors (Radiologists) of MGM Medical college, for Urban Primary Health Center -1 at Panvel and UPHC-5 at Kharghar, owned by Panvel Municipal Corporation, Panvel, District. Raigad.

2. After considering the said letters, MGM Medical College, Kamothe, Navi Mumbai, has agreed for providing Registered PG Resident Doctors (Radiologists) of MGM Medical college, for Urban Primary Health Center -1 at Panvel and UPHC-5 at Kharghar, owned by Panvel Municipal Corporation, Panvel, District. Raigad, on daily basis from Monday to Saturday between 10.30 am & 01.00 pm, on the following terms & conditions.

a. Panvel Municipal Corporation, will register the names of Registered PG Resident Doctors (Radiologists) of MGM Medical college, Kamothe, under PCPNDT Act.

b. Panvel Municipal Corporation, will deal with MLC cases.

c. Panvel Municipal Corporation, will supply medicines and equipments required for sonography services on the said Urban Primary Health Centers.

d. Panvel Municipal Corporation, will provide their vehicle for Registered PG Resident Doctors for pickup and drop services on daily basis, from MGM Hospital, Kamothe to UPHCs.

e. Panvel Municipal Corporation shall not pay any honorarium / salary to the provided Registered PG Resident Doctors (Radiologists) and their services will be free of cost to Panvel Municipal Corporation. However, only Daily Allowance of Rs. 240/- for Tea and Working Lunch will be paid by Panvel Municipal Corporation to MGM Medical College & Hospital, Kamothe, based on the daily attendance of the attending Registered PG Resident Doctors (Radiologists), on or before 7th of every month and in turn MGM Medical college & Hospital will pay the same to the attending Registered PG Resident Doctors (Radiologists).

f. This MOU is not a commitment of funds and is for the functional collaboration only.

g. The period of MOU will be initially for one year commencing from 07/05/2024 and will be renewed annually.

h. This MOU can be terminated by other party by giving 03 months' notice in writing.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this MOU, including all the terms and conditions mentioned herein above.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209
Email:- mgmmcnb@gmail.com

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Medical Officer Health
Panvel Municipal Corporation,
Panvel, Dist.- Raigad

Medical Officer Health
Panvel Municipal Corporation

Witness

Mr. N. B. Jogdand
Chief Administrative Officer
MGM Hospital, Kamothe

Witness

Place : Panvel

Date : 06/05/2024

27 JUL 2023

उप कोषागार अधिकारी
पनवेल रायगड

MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, NAVI MUMBAI
DEPARTMENT OF PATHOLOGY

Memorandum of Understanding for Clinical Autopsy

MGM Medical College , Kamothe , Navi Mumbai has applied for clinical autopsy as the applicant hospital does not have adequate exposure in the areas of clinical autopsy.

Memorandum of Understanding (MOU) is executed between Government Medical college (Alibaug) and MGM Medical college & hospital (Kamothe, Navi Mumbai) as the clinical autopsy is available in Government Medical College, Alibaug, Maharashtra.

As per the MOU, the trainees of the applicant hospital shall be rotated to the above mentioned hospital under MOU as per following externship plan:

Areas wherein exposure is inadequate in the applicant hospital	Proposed hospital for externship of trainees (Specify Name & complete address)	Duration of rotational posting (in weeks/months)
Clinical Autopsy	Government medical college, Alibaug, Maharashtra, 402209	4 weeks

जोडपत्र—२ / Annexure - II

मुद्रांक विक्री नोंदवही अनु—क्रमांक –५३०६ दिनांक ०४.०८.२०२३
दस्ताचा प्रकार **MOU**
दस्त नोंदणी करणार आहेत का होय / नाही
मिळकतीचे थोडक्यात वर्णन
मुद्रांक विकत घेणाऱ्यांचे नाव व सही **MGM MEDICAL COLLEGE , KAMOTHE , NAVI MUMBAI**
हस्ते असल्यास दुस—या पक्षकाराचे नाव **BHARAT THAPA**
मुद्रांक शुल्क रक्कम १००/—

सौ. मंगला कृष्णा पगडे
स्टॅप वेंडर, कळंबोली
दुकान न ंबी ९, सेक्टर ३ई/ए, कळंबोली, जि. रायगड
परवाना क्रं ६/१९९६—९७

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्याची त्याच कारणासाठी व खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

The above said externship shall be governed by following terms and conditions:

	Terms & Conditions for Externship	Hospital submission
1.	The rotation shall be Hands on experience and not mere observership.	The rotation will be hands on
2.	How does the applicant hospital propose to monitor the training of the candidates as part of the proposed MoU?	Candidates will be posted under HOD pathology (Government Medical College, Alibaug)
3.	Who shall bear the stipend of the candidate during this period of training outside the hospital in another accredited institute?	Applicant hospital will pay stipend
4.	What shall be status of theses supervision?	Thesis supervision will be done by guides
5.	How will the thesis supervisor and guide of the candidate provide teaching and mentoring support during this period?	They will report after after posting is over / during posting via emails
6.	Nature of responsibilities of the respective hospitals that shall deploy the candidate for the appropriate period of providing training.	PGs will also take microteaching and UG practical support
7.	Validity of MoU: The MOU shall be effective w.e.f. 07/08/23 and shall remain valid till 06/08/2027	

Date: 7/8/23

Place: MGM medical College, Kamothe

Signature & Stamp of Head of the Institute
(Applicant Hospital)

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Signature & Stamp of Head of the Institute
(Hospital under MOU)

ATTESTED BY ME

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

7 AUG 2023

23

Confidentiality Disclosure Agreement

THIS AGREEMENT (the "Agreement") is entered into on this day of 27 Aug 2024 by and between **Abiogenesis Clinpharm Private Limited** having its office at **2nd Floor, Plot No 69, D No. 8-2-248/1/7/69, Nagarjuna Hills, Punjagutta, Hyderabad-500082, Telangana, India** - (the" Disclosing Party"), and MGM Medical College, Hospital, Kamothe, Navi mumbai, 410209 (The "Receiving Party").

The **Receiving Party** and **Disclosing Party** hereto desires to participate in discussions regarding offering of clinical trial site for the Clinical Study titled **"A Prospective, Multi-centre, Open Label, Single-Arm, Non-interventional Observational Focused Pharmacovigilance Study to assess the safety of Remithem® in Indian patients"**. During these discussions, Both Parties may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is, hereby UNDERTAKE, ACKNOWLEDGE AND AGREE AS FOLLOWS.

1. For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party (or that of their customers, affiliated companies and subsidiaries) and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed.
2. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information. Provided that the receiving Party forthwith provides written notice of such required disclosure to the disclosing Party to the extent reasonably practicable and takes reasonable and lawful actions as requested by the disclosing Party to avoid and/or minimize the extent of such disclosure.
3. From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.
4. Nothing contained in this Agreement shall be construed as granting a license in the Confidential Information or an obligation to enter into any further agreement relating to the Confidential Information.
5. This Agreement shall remain in effect for a two-year term (subject to a one-year extension if the parties are still discussing and considering the Transaction at the end of the second year) from the Effective Date, and maybe terminated by either Party with prior written notice of thirty (30) days. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.
6. Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. And upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).
7. Receiving Party will notify the disclosing Party immediately upon discovery of any breach of this Agreement by the receiving Party or its Representatives, and will cooperate in every reasonable way to prevent further breach. Receiving Party acknowledges that any breach of this Agreement would irreparably harm the disclosing Party and disclosing Party shall be entitled to seek injunctive relief against the receiving Party and its Representative. The

remedies provided shall not be construed as limited but shall be inclusive of all other remedies that are available to the parties in law.

8. The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control
9. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
10. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof. This Agreement shall be constructed in accordance with the laws of India for agreements executed with in Hyderabad, Telangana between residents of Hyderabad, Telangana and all matters related to this Agreement shall have exclusive venue in the courts of Hyderabad, Telangana, India. The Parties agree to the jurisdiction of such courts
11. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
12. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
13. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.
14. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
15. The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.
16. This Agreement and any amendment hereto may be signed in counterparts, each one of which shall be deemed an original, notwithstanding the variants in format or file designation.

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

Disclosing Party

27 AUG 2024.

By: Abiogenesis Clinpharm Pvt Ltd

Name: Chikku A Joseph

Title: COO

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Receiving Party

By:

Name: DR. DEEPIKA SATHE.

Title:

29/AUG/24.

Dr. Deepika Sathe
MD DA Anaesthesiology
MMC No.: 2007083250
Professor
Department of Anaesthesiology
MGM Medical College & Hospital

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 08/11/2023

Certificate No. G0H2023K3983

GRN No. 109306181

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Sekhmet Technologies Private Limited

H.No/Floor : Na Sector/Ward : Na LandMark : Na

City/Village : Gurgaon District : Gurgaon State : Haryana

Phone: 84******49

Buyer / Second Party Detail

Name : Dr Prakash Khandelwal

H.No/Floor : Na Sector/Ward : Na LandMark : MGM medical college and hospital

City/Village: Navi mumbai District : Navi mumbai State : Maharashtra

Phone : 84******49 Others : Dr G S Narshetty

Purpose : AGREEMENT

THB-India Gurgaon RWE Department

6/12/2023

Prof. & Head Pharmacology
M.G.M. Medical College,
Kamothe, Navi Mumbai-410209

THB ™: Technology | Healthcare | Big Data Analytics
C/o Sekhmet Technologies Private Limited Premises No. 7(2 Bays) Sector 32, Opposite Jet Airways Training Centre, Institutional Area, Sector 32, Gurugram, Haryana 122001
www.thb.co.in|hello@thb.co.in
CIN: U72200HR2015PTC056692

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) is formalized on Nov 06, 2023.

BY AND BETWEEN

M/s Sekhmet Technologies Pvt. Ltd., a company incorporated under the Companies Act, 2013 with its registered office located at Premises No. 7(2 Bays) Sector 32, Opposite Jet Airways Training Centre, Institutional Area, Sector 32, Gurugram, Haryana 122001, represented by Mr. Akansh Khurana, Director, hereinafter referred to as THB, which expression shall include its successors and assigns of the first part.

Dr. Prakash Khandelwal whose principal place of business **MGM Medical College and Hospital, Navi Mumbai-410209.** (Hereinafter referred to as the **"Principal Investigator"(PI)** which expression, unless repugnant to the subject or context therein, shall mean and include his/ her successors and permitted assigns) of the second part.

WHEREAS, the Institution has the facilities and expertise to conduct the Study; and WHEREAS the study is intended to advance medical research and medical knowledge for observational study purposes with due regard for study participant safety.

THB is engaged in conducting real-world studies, promoting health research on the Indian population, and works with healthcare providers/practitioners to analyse de-identified and anonymized clinical data in line with EHR Standards of India.

Study Title: Effectiveness and safety of low osmolar rehydration solution plus zinc (Electral-Z Plus) in patients with fever-induced dehydration– A pilot study.

THB identified the PI based on his/her education, experience, and expertise and the PI has sought permission from the institution to conduct this study in the premises of the Institution's facilities. Hence THB desires of engaging the PI and respective Institute for carrying out this aforementioned observational study.

TERMS

This Agreement shall be valid for one year by the mentioned, obligations, terms, and conditions herein mentioned. It is hereby clarified that over one year, THB shall timely require the PI to provide clarifications on the data sets provided regarding the aforementioned study.

As a result of the mutual covenants herein, the PI grants THB the right to freely use and distribute the findings from the inputs from the PI in perpetuity and without any restrictions.

6-12-2023

THB-India Gurgaon R&D Department

Prof. & Head Pharmacology
M.G.M. Medical College,
Kamothe, Navi Mumbai-410209

THB ™: Technology | Healthcare | Big Data Analytics
C/o Sekhmet Technologies Private Limited Premises No. 7(2 Bays) Sector 32, Opposite Jet Airways Training Centre, Institutional Area, Sector 32, Gurugram, Haryana 122001
www.thb.co.in|hello@thb.co.in
CIN: U72200HR2015PTC056692

In this Agreement, PI and THB are entering into on a principal-to-Principal basis. The PI is an independent consultant and is not an employee or agent of the Company. PI agrees not to represent or hold himself out as an agent of the Company. The PI shall not enter into any agreement on behalf of the Company, binding the Company in any sort of legal liabilities.

PI confirms that accurate data will be provide from the source data

PI takes responsibility and gives assurance for data quality and integrity.

PI is responsible to take EC approval for the Study.

SCOPE OF SERVICE

As a part of the professional services, PI will be providing the Company with Prospective, real-world, observational, anonymized study participant data generated as per the study protocol requirements at the Hospital/Institutional facilities. PI will be coordinating with the Ethics Committee (EC) for the accrual of this observational study approval in consonance with the EC standard operating procedures (SOP). PI will also permit/manage to conduct the study processes like monitoring, auditing, and inspection by the THB, Sponsor, and applicable Regulatory Authorities.

PI undertakes to share de-identified and anonymized data with the THB through the envisaged platform and format. PI also undertakes to ensure fulfilment of the study participant/subject/patient survey and/or other requirements as outlined by the study protocol.

For the purpose of this agreement, THB shall designate one or more of its functionaries to coordinate and interact with PI.

The PI shall maintain and provide accurate, legible, contemporaneous, original, attributable, and complete records with all supporting documentation as sufficient and necessary by the requirements provided under this Agreement.

It is the responsibility of the PI to ensure the confidentiality of all confidential and proprietary information of THB as well as the study participants, including any other or additional measures that may be required by the Company.

The PI shall perform all of his/her obligations in compliance with the Study Protocol, Good Clinical Practice, New Drugs & Clinical Trial Rules 2019, and applicable international and local rules and regulations.

The PI shall be responsible for the proper and ethical usage of all the assets provided by THB under this agreement.

6/12/2023
Prof. & Head Pharmacology
M.G.M. Medical College,
Kamothe, Navi Mumbai-410209

THB-India Gurgaon RWE Department

THB ™: Technology | Healthcare | Big Data Analytics
C/o Sekhmet Technologies Private Limited Premises No. 7(2 Bays) Sector 32, Opposite Jet Airways Training Centre, Institutional Area, Sector 32, Gurugram, Haryana 122001
www.thb.co.in|hello@thb.co.in
CIN: U72200HR2015PTC056692

THB is entitled to analyse and use the data in its chosen way. THB warrants that under no circumstances does it intend to seek identification details of the study participants.

PUBLICATION

The Parties acknowledge that THB will retain ownership of all original data generated from this study. Data generated during the study is the sole property of THB. THB holds all rights to the usage of the anonymized data collected in this observational study, and the eventual insights generated from the datasets. THB holds the right to freely distribute the data and insights from the data, in any format, through any channel.

FINANCIAL UNDERTAKING

To be used for Contract		
Investigator Grant		
Description	**Patient pool**	**Payable Cost (Inclusive GST)**
Cost per complete patient record-(This cost is the same across study sites)		**2000**
Administrative Cost -(To Manage the cost of administrative work at sites with bulk patient records.)	**Less than 30 patients**	**0**
	Completed 30 patient record	**15000**
30 patient's enrolment are mandatory for any site to take part.		

OVER-ENROLLMENT

Additional enrolments must be approved by THB in writing over email communication. The additional payments for the additional subject enrolment would be the same as per the aforementioned subject enrolment allocated budget (As mentioned in the above section 'Financial Undertaking).

PAYEE DETAILS

Payee Name:	MGM MEDICAL COLLEGE NAVI MUMBAI RESEARCH SOCIETY
Bank Name & Branch:	IDBI Bank, IDBI Building Plot No. 38/40/41, Sector 11, CBD-Belapur, Navi Mumbai-400614
Account No.:	0183104000166669
IFSC Code:	IBKL0000183
Pan Card No.:	AAATM4256E
GST No.:	NA

SCHEDULED PAYMENTS:

6/11/2023

Prof. & Head Pharmacology
M.G.M. Medical College,
Kamothe, Navi Mumbai-410209

THB-India Gurgaon PWF Department

THB ™: Technology | Healthcare | Big Data Analytics
C/o Sekhmet Technologies Private Limited Premises No. 7(2 Bays) Sector 32, Opposite Jet Airways Training Centre, Institutional Area, Sector 32, Gurugram, Haryana 122001
www.thb.co.in|hello@thb.co.in
CIN: U72200HR2015PTC056692

Final Payment will be applicable for transfer after the completion of all eligible enrollments at **MGM Medical College and Hospital, Navi Mumbai-410209.** All the payments will be cleared within 90 days of the receipt of the payment invoice at THB facilities. In case of study termination, if the amount THB has already paid to the Investigator and/or Institution, exceeds the amount to which Investigator and/or Institution is otherwise entitled to, Investigator and/or Institution/Hospital shall return this overpayment to THB within 45 days of termination.

PI undertakes and ensures that nothing in this agreement will affect his/her discretion/judgment regarding the products and services that are the best for the study participants or otherwise may affect his/her decisions regarding the use, order, or purchase of medical products or services.

In witness thereof, all parties agree to abide by the above-stated covenants and obligations.

For MGM Medical College and Hospital

Signature:

Name: **Dr. Prakash Khandelwal**
Designation: **Principal Investigator**
Date: 6/12/2023

Professor and Head
Department of Pharmacology
MGM Medical College, Navi Mumbai

For Institution

Signature:

Name: **Dr G. S. Narshetty**
Designation: **Dean**
Date: 6/12/2023

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

For Sekhmet Technologies Private Limited

Signature:

Name: **Lavina Yadav**
Designation: **Head-RWE**
Date: 28/11/2023

THB-India
Gurgaon
RWE Department

MEMORANDUM OF UNDERSTANDING (MOU)

between

Expecto Health Science Private Limited
Office No. 705, Zion, Plot No. 273, Sector 10, Kharghar,
Navi Mumbai, Maharashtra, India (& its offices worldwide)
P.O. Box- 410210

AND

MGM Medical College and Teaching Hospital.,
Sector-1, Kamothe, Navi Mumbai, Maharashtra, India
P.O. Box-410209

Clinical Research Collaboration

Purpose
The purpose of this MOU is to state the intentions of the parties in undertaking collaboration in the research and development of collaborative research initiatives. The Parties have common scientific and research interests and will cooperate in performing the activities stated below.

About Expecto Health Science
EXPECTO is a full-service contract research organization ("CRO") engaged in the business of providing personnel and expertise in conducting clinical trials to the pharmaceutical, nutraceutical, cosmetics, personal care, biotechnology, and medical device industries worldwide in the areas of planning and management of clinical trials, data management, statistical analysis and reporting of clinical studies.

MGM Medical College and Teaching Hospital
MGM Hospital is a renowned healthcare institution dedicated to providing exceptional medical services to the community. With state-of-the-art facilities and a team of skilled healthcare professionals, MGM Hospital offers comprehensive healthcare solutions with a focus on patient-centric care and excellence in medical treatment.

Types of Cooperative Activities
The scope of collaboration on research activities to be pursued through this MOU includes the following:

1. Clinical studies collaboration in the areas of mutual interest
2. Exchange of visiting research industry experts & Key Opinion leaders (KOLs)
3. Strategic Regulatory Solution
4. Joint clinical research studies articles/publications

5. Cooperative symposia, seminars, webinars, workshops, and conferences

Scope of Clinical Research Activities

Activity 1: Comprehensive medical infrastructure and facilities for conducting clinical trials, including laboratory services, imaging facilities, and patient care units.

Activity 2: Expertise in conducting clinical investigations adhering to regulatory standards and ethical guidelines, ensuring the integrity and quality of research outcomes.

Activity 3: Access to patient populations for clinical trials across various therapeutic areas

Activity 4: Access to specialized medical expertise and multidisciplinary teams for conducting complex clinical trials and research projects.

Activity 5: Collaboration in data management and analysis, including support for electronic data capture (EDC) systems and statistical analysis of research findings.

Activity 6: Facilitation of patient follow-up and long-term monitoring post-clinical trial completion, ensuring continuity of care and tracking of patient outcomes for comprehensive research evaluation.

Based on the project need the scope of services may be modified and described under applicable work order.

Funding

The payment terms and schedule will be stated in a later, formal agreement.

MOU is non-binding

This MOU is not intended by the Parties to be legally binding. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties.

Nothing in this Agreement will be construed to limit the freedom of either Party from engaging in similar research with other parties.

Formal Agreement

The Parties' intentions expressed in this MOU will be the subject of a future definitive agreement, which will contain detailed provisions stating the Parties' rights and obligations including:

a. Detailed statement of work
b. Milestones and schedule for deliverables

c. Funding arrangements, including allocation of funds both domestically and internationally, as required
d. Intellectual property arrangements
e. Exchange of materials, data, and software
f. Disclosure of confidential information
g. Compliance with laws and regulations, including those applicable to human and animal subjects in research, disclosures of conflicts of interest, and export controls.
h. Roles and responsibilities in administering and managing the project.

Publicity and Use of Names and Trademarks

Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or any product or service resulting from activities contemplated by this MOU, without the prior written approval of an authorized representative of the other Party.

Nothing in this Article is intended to restrict either Party from disclosing the existence of any nature of this MOU.

General Terms

1. This MOU is effective from the date when both parties have signed it ("Effective Date").
2. This MOU shall remain in force for a period of Ten (10) years from the Effective Date. Either Party may terminate the MOU by providing at 30 days' advance written notice to the other Party. Termination or expiration of this MOU does not automatically terminate any separate agreement between the Parties related to the subject matter of this MOU.
3. The MOU may be amended or extended by mutual consent in writing signed by authorized representatives of the Parties.
4. Each party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
5. Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer agreement, or data use agreement. No confidential information shall be disclosed pursuant to this MOU.

Signed for and on behalf of

For MGM Medical College and Teaching Hospital, Navi Mumbai

By: _____ 3/8/24

Name: **Dr. G. S. Narshetty**

Title: Dean, MGM Medical College.

Date: 3/8/24

By: _____

Prof. & Head Pharmacology
M.G.M. Medical College
Kamothe, Navi Mumbai-410209

Name: **Dr. P.N. Khandelwal**

Title: Prof. & Head of Department (Pharmacology)

Date: 02/05/2024

For Expecto Health Science Pvt. Ltd

By: _____

EXPECTO HEALTH SCIENCE PVT. LTD. NAVI MUMBAI

Name: **Sachin Patil**

Title: Director

Date: 30th/Apr/2024

CONFIDENTIALITY DISCLOSURE AGREEMENT

This Confidentiality Disclosure Agreement ("**Agreement**") is effective as of the date of the last party to sign this Agreement ("**Effective Date**")

Between:

Expecto Health Science Pvt. Ltd., Office No. 705, Zion, Plot No. 273, Sector 10, Kharghar, Navi Mumbai, Pin Code- 410210, Maharashtra, India acting for and on behalf of itself and its corporate (referred to as **"Disclosing Party"**)

And

MGM Medical College and Teaching Hospital., Sector-1, Kamothe, Navi Mumbai, Pincode-410209, Maharashtra, India (referred to as **"Receiving Party"**).

Expecto Health Science and **MGM Medical College and Teaching Hospital** are referred to herein individually as a Party and collectively as the Parties.

The Parties agree as follows:

1) Definitions

"Affiliates" means the legal entities that (directly or indirectly) control, are controlled by, or are under common control with the named party.

"Confidential Information" means all information other than Exempt Information in any form concerning, in the case of **Expecto Health Science**, and, in the case of **MGM Medical College and Teaching Hospital**, in each case which the Disclosing Party or its Affiliates discloses to the Receiving Party or its Affiliates pursuant to this Agreement, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure.

Confidential Information may include, but is not limited to, Clinical research project related documents, vendor information, trade secrets, business plans, financial information, customer lists, technical data, marketing strategies, and any other information that is not publicly available.

"Disclosing Party" means the Party to this Agreement which discloses Confidential Information to the other Party under this Agreement.

"Exempt Information" means information that: (i) the Receiving Party or any of its Affiliates possessed before the Disclosing Party or its Affiliates disclosed it under this Agreement; or (ii) is or becomes publicly known (other than as a result of breach of this Agreement by the Receiving Party or its Representatives); (iii) the Receiving Party or any of its Affiliates obtains from a third party free of any confidentiality obligation to the Disclosing Party or its Affiliates with respect to such information; or (iv) is independently developed by or on behalf of the Receiving Party or its Affiliates without the use of the Confidential Information.

"Purpose" means this Confidential Disclosure Agreement ("Agreement") is entered into by and between the Disclosing Party and the Receiving Party to protect confidential and proprietary information regarding the Disclosing Party's business operations.

"Receiving Party" means the Party to this Agreement which receives Confidential Information from the other Party under this Agreement.

2) Treatment of Confidential Information

(a) The Receiving Party shall maintain the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as it maintains the confidentiality of its own confidential information, and in any event, not less than a reasonable standard of care.

(b) The Receiving Party may use, copy and make extracts of the Disclosing Party's Confidential Information only in connection with the Purpose.

(c) The Receiving Party shall not disclose any of the Disclosing Party's Confidential Information to any third party other than the Receiving Party's Affiliates and the directors, officers, employees, contractors, consultants and agents of the Receiving Party and its Affiliates who have a need to know the Confidential Information for the Purpose and who are bound by obligations of confidentiality substantially similar to those in this Agreement (collectively, "**Representatives**").

(d) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party or destroy all copies of the Disclosing Party's Confidential Information. Upon the Disclosing Party's request, the Receiving Party shall confirm in writing such destruction.

(e) Section 2(d) notwithstanding, the Receiving Party: (i) may retain a single copy of the Disclosing Party's Confidential Information for the sole purpose of ascertaining its ongoing rights and responsibilities in respect of such information; and (ii) shall not be required to destroy any computer files stored securely by the Receiving Party or its Affiliates that are: (iii) created during automatic system back up; or (iv) retained for legal purposes by the legal division of the Receiving Party and its Affiliates.

(f) Anything to the contrary contained herein notwithstanding, the Receiving Party shall be permitted to disclose (and the Receiving Party shall not be required to destroy) any of the Disclosing Party's Confidential Information that is required or requested to be disclosed by a governmental authority or applicable law in connection with a legal or administrative proceeding (including in connection with any regulatory approval process), provided that the Receiving Party shall: (i) notify the Disclosing Party of any such disclosure requirement as soon as practicable; (ii) cooperate with the Disclosing Party (at the Disclosing Party's cost) if the Disclosing Party seeks a protective order or other remedy in respect of any such disclosure; and (iii) furnish only that portion of the Confidential Information which the Receiving Party is legally required to disclose.

3) Term and Termination

The term during which disclosures may be made and received under this Agreement will be Ten (10) years from the Effective Date. The Receiving Party's obligations under this Agreement will terminate three (3) years from the expiration or termination for any reason of this Agreement.

4) Other Matters

(a) Neither this Agreement nor the performance by either Party hereunder shall transfer to the Receiving Party any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including any intellectual property rights subsisting therein).

(b) Neither Party is obligated to negotiate or enter into any other agreement, and any discussions may be terminated at the sole discretion of either Party at any time and for any reason.

(c) This Agreement sets forth the Parties' entire understanding about its subject matter and supersedes any other agreement or understanding between the Parties about its subject matter. Neither Party can assign, amend, or terminate any part of this Agreement except in writing signed by both Parties.

(d) If a court or other tribunal of competent jurisdiction should hold any term or provision of this Agreement to be excessive, invalid, void or unenforceable, the offending term or provision shall be deleted or revised to the extent necessary to be enforceable, and, if possible, replaced by a term or provisions which, so far as practicable, achieves the legitimate aims of the Parties.

(e) This Agreement may be executed in two counterparts (including by facsimile or electronic copies), both of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

(f) This Agreement shall be governed by and construed in accordance with the laws of the region and both Parties submit to the non-exclusive jurisdiction of the Mumbai courts.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed as of the Effective Date.

For MGM Medical College and Teaching Hospital, Navi Mumbai

By: _____

Name: **Dr. G. S. Narshetty**

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Title: Dean, MGM Medical College.

Date: 3.5.24

By: _____

Name: **Dr. P.N. Khandelwal**

Prof. & Head Pharmacology
M.G.M. Medical College,
Kamothe, Navi Mumbai-410209

Title: Prof. & Head of Department (Pharmacology)

Date: 02/05/2024

For Expecto Health Science Pvt. Ltd

By: _____

EXPECTO HEALTH SCIENCE PVT. LTD. NAVI MUMBAI

Name: **Sachin Patil**

Title: Director

Date: 30th/April/2024

MEDPACE

MASTER NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT – OUS-OEU

This agreement ("Agreement") is made effective as of 18-JUN-2024 by and between Medpace, Inc., a contract research organization, with its primary place of business located at 5375 Medpace Way, Cincinnati, OH 45227 ("Medpace") and its Affiliates, and MGM Medical College & Teaching Hospital with its primary place of business located at Sector 1, Kamothe, Navi Mumbai, in reference to Institution's possible participation in one or more of Medpace's clients' protocols ("Protocol"). Medpace's clients are collectively referred to herein as sponsor ("Sponsor"). Each Protocol fully details the clinical research activities and responsibilities to be undertaken. "Affiliate" means in relation to a party, any entity, directly or indirectly, controlling such party, controlled by such party, or under common control with such party.

The parties may, from time to time, disclose certain confidential information ("Confidential Information"), as defined below, to each other for the purpose of evaluating Institution's possible participation in one or more Protocols ("Purpose"), and a Sponsor may disclose Confidential Information directly to Institution in furtherance of the Purpose. Such Confidential Information shall include, but shall not be limited to, any and all information which relates to or involves the Protocol, proprietary ideas, patentable ideas, products, services, clinical study details, proposals, processes, standard operating procedures, protocols, plans, business plans, programs, analyses, drawings, renderings technology, data, clinical documents, technical information, scientific information, know-how, strategic plans, forecasts, financial information, customer information, costs, pricing, marketing information, sponsor, vendor, or supplier information, models, or anything that by its nature would be understood by a reasonable person to be confidential whether or not so marked. Confidential Information includes not only written information, but all information transferred orally, visually, electronically, or by any other means. Each party will maintain in strict confidence, and will not use or disclose, except as expressly permitted for the Purpose under the terms of this Agreement, any Confidential Information received from the other party or Sponsor to third parties for a period of five (5) years from receipt thereof, provided that the recipient party's obligation shall not apply to Confidential Information that is:

1. Already in the recipient party's possession at the time of disclosure thereof;
2. Or later becomes part of the public domain through no fault of the recipient party;
3. Received from a third party having no obligations of confidentiality to the disclosing party;
4. Independently developed by the recipient party; or
5. Required by law or regulation to be disclosed.

In the event that Confidential Information is required to be disclosed pursuant to subsection 5., 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.

Confidential Information shall not be deemed to be within the foregoing exceptions merely because the Confidential Information is embraced by more generalized disclosures in the public domain or in the possession of the recipient party. Additionally, a combination of Confidential Information will not be deemed to fall within any of the exceptions set forth above simply because each of the elements is itself included within an exception if the significance of the combination does not fall within any of the exceptions.

Each party agrees to use the same degree of care to maintain the confidentiality of all Confidential Information received from the other party that it uses to maintain the confidentiality of its own information of similar importance, but in no event will it use less than reasonable care. All rights, including, but not limited to, patent rights and trade secrets in the Confidential Information and materials shall remain the property of the disclosing party.

Institution agrees that individuals, including but not limited to its officers, directors, employees and the principal investigator, to which it gives access to the Confidential Information have a need to know the Confidential Information for the Purpose and are bound to confidentiality and nondisclosure obligations which are no less restrictive than the terms of this Agreement.

Institution agrees that Medpace may compile a database of information from Institution and its personnel, for use in connection with the Study (including but not limited to principal investigator name, site address, feasibility questionnaires, CVs, licenses, medical specialties, participation in clinical trials, financial disclosure forms) and may use this information for the feasibility of potential involvement with different clinical studies, to support applications for

approval of study medications, and for research related to the development of pharmaceutical products, diagnostics, or medical devices. The information may be disclosed to the Sponsor of the respective study, third party vendors engaged by Medpace or the Sponsor, or relevant regulatory authorities (including any public clinical trial registries). Institution shall have secured any necessary consents from its personnel to allow for this sharing of information.

As some Medpace studies are being conducted worldwide, the personal information may be transferred outside the country of origin to the United States and other countries that may not provide the same level of data protection as the country of origin. In order to provide for the protection of personal data, Medpace has established policies and procedures governing the security of and limited access to this data that are uniform throughout Medpace and its affiliates and comply with the standards of personal data protection applicable within the country of origin. In accordance with the laws pertaining to the protection of personal data, the individuals' whose data is collected have a right to access, to modify, to rectify and to suppress their personal data, simply by requesting it to the attention of the Medpace Privacy Officer at privacy@Medpace.com, or to the following address: Medpace Privacy Officer, Medpace, Inc., 5375 Medpace Way, Cincinnati, Ohio 45227.

This Agreement shall be governed by and construed in accordance with the laws of //Country Where Site Is Located//.

Medpace and Institution are entering into this Agreement with each other with the understanding that neither party will be obligated to enter into any further agreement with the other party. Nothing in this Agreement shall be construed as granting a license to Medpace or Institution. None of the terms of this Agreement shall be amended except in writing signed by both parties. The parties have caused this Agreement to be executed by their duly authorized representatives.

Institution Representative

24.6.2024

Prof. & Head Pharmacology
M.G.M. Medical College
Kamothe, Navi Mumbai-410209

Sign and Date

Dr Prakash Khandelwal

Head of Dept of Pharmacology, MGM Medical College, Kamothe, Navi Mumbai

Sign and Date

Dr G. S. Narshetty

Dean, MGM Medical College, Kamothe, Navi Mumbai

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Medpace, Inc.

Electronically signed by: Pramod Kashid
Reason: Approved
Date: Jun 18, 2024 12:49 GMT+8

Sign

Pramod Kashid

Name (Please print)

18-Jun-2024

Date

Executive Director, Clinical Trial Management

Title

27

Sun Pharmaceutical Industries Ltd.
Sun House, Plot No. 201 B/1,
Western Express Highway, Goregaon (E),
Mumbai - 400 063, Maharashtra, INDIA.
Tel. : (91-22) 4324 4324
Fax : (91-22) 4324 4343
Website : www.sunpharma.com
CIN : L24230GJ1993PLC019050

SUN PHARMA

CONFIDENTIALITY DISCLOSURE AGREEMENT

This Agreement is made by and between:

Sun Pharmaceutical Industries Ltd. (SPIL), a company registered under the Companies Act, 1956 having its registered office at SPARC, Tandalja, Vadodara-390012, Gujarat, India.

And

Investigator's Name: Dr. Sushil Kumar

Designation, Institute's Name, Address: Prof. and HOD (Obstetrics and Gynaecology) MGM Medical College & Hospital, Sector 1, Kamothe, Navi Mumbai, Raigad, Maharashtra 410209.

Each party to this Agreement has agreed to disclose to the other certain confidential and proprietary information in order to evaluate the possibility of entering into a possible business relationship under which the parties may enter into the licensing agreement for Clinical Study of **"A Prospective, Randomized, Multi-Center, Parallel-Group, Assessor-Blind, Active Controlled, Phase III Study to Assess the Efficacy and Safety of Fixed Dose Combination of Relugolix, Ethinyl Estradiol, and Norethindrone Acetate in Comparison to Leuprolide in Menorrhagia Associated With Uterine Fibroids (ICR/23/001).**

IT IS AGREED:

1. The parties will exchange confidential information on the following terms:

(a) The disclosure of confidential information by either party will be received and held in confidence by the recipient; and

(b) Both parties shall use their best efforts to ensure that all of their employees, consultants, representatives to whom the confidential information and/or the nature and purpose of this agreement is disclosed take all reasonable precautions to safeguard and preserve the confidential information and the nature and purpose of the agreement; and

(c) The recipient will take such steps as may be reasonably necessary to prevent the disclosure of confidential information to others; and

(d) The recipient will not commercially utilize Confidential information without first having obtained the disclosing party's written consent to such utilization; and

(e) All obligations under this agreement will expire fifteen (15) years after the date of signature of the investigator

2. The obligations set forth in Section 1 above shall not extend to any portion of Confidential Information:

Pharmaceutical Industries Ltd.
n House, Plot No. 201 B/1,
Vestern Express Highway, Goregaon (E),
Mumbai - 400 063, Maharashtra, INDIA.
Tel. : (91-22) 4324 4324
Fax : (91-22) 4324 4343
Website : www.sunpharma.com
CIN : L24230GJ1993PLC019050

SUN PHARMA

(a) Which is known to the recipient prior to disclosure or is information generally available to the public; or

(b) Which, subsequent to disclosure and through no act on the part of the recipient, becomes information generally available to the public; or

(c) Which is furnished to the recipient on a non-confidential basis by any third party having a legal right to do so; or

(d) Which the recipient can demonstrate was developed by the recipient independently of the disclosure of Confidential Information by the disclosing party; or

(e) Whose disclosure is required by any competent court, law, regulation, government agency, administration or legal order so long as the Party required to reveal the Confidential Information, provide the other party with prior notice of this order or requirement.

3. Following expiration of the obligations set forth in Section 1 above, the recipient shall be free of any express or implied obligations under this Agreement restricting disclosure and use of such information. However, nothing in this Agreement constitutes the grant by the disclosing party of a license, immunity or other right to or under any patents.

4. Upon request by the disclosing party, the recipient will return the Confidential Information (with the exception of a single copy thereof which may be kept in the legal files of the recipient) and destroy all documents, drawings, sketches, models, designs, data, memoranda, tapes, records and any other material developed by the recipient relating to the Confidential Information.

5. It is understood and agreed between the parties that property in the information and in any design right, copyright, patent or any other intellectual property right embodied therein shall be and shall remain vested in the party to whom it originally belonged.

6. This agreement shall be governed by the laws of India. Any dispute under this Agreement shall be decided in the courts of Mumbai within the state of India.

Signature of Investigator	Sushil	Signature of Sponsor's Authorized Signatory	
Name	Dr SUSHIL KUMAR	Name	**Mr. Rajesh Gaikwad** (Deputy General Manager- India Clinical Research)
Place	Navi Mumbai	Place	Mumbai
Date	10/5/2023	Date	30/JAN/2023.
Stamp	DR. SUSHIL KUMAR MBBS, MD. Prof. & HOD, OBS/GYN MGM Hospital, Sector - 4E, Kalamboli, Navi Mumbai - 410 218. MMC Registration - 20/5/09/4879	Stamp	PHARMACEUTICAL INDUSTRIES LTD.

MGM MEDICAL COLLEGE HOSPITAL, KAMOTHE

Sector-1, Kamothe, Navi Mumbai-410 209. Tel: 2743 7900/7901

MGMMC/KAM/2024/2752

Date:-16th October, 2024.

To,
District Tuberculosis Officer/
Secretary, District National-
Tuberculosis Elimination Programme Society,
Alibaug, District-Raigad.

SUB:-MOU FOR EP-TB CENTER AND MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, NAVI MUMBAI.
REFERANCE:-DTC office letter no.2585-89/2024 dated:-11th October 2024

Respected Sir,

MGM Medical College & Hospital, Kamothe, Navi Mumbai has undertaken MOU with District Tuberculosis Officer/Secretary, District National-Tuberculosis Elimination Programme Society, Alibaug, District-Raigad. for EP-TB (Adult/Child) Center at MGM Medical College & Hospital, Kamothe, Navi Mumbai for management of EP-TB (Adult/ Child) Patients. The MOU was valid for period from **11th October 2024 to 31st March 2027.**

As per DTO letter received from DTC office regarding of MOU agreement, we make the MOU agreement from period **11th October 2024 to 31st March 2027.**

Dr. G. S. Narshetty
Dean,
MGM Medical College & Hospital,
Kamothe, Navi Mumbai.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

जिल्हा क्षयरोग केंद्र, रायगड अलिबाग
पत्र मिळण्याचा दिनांक :
आवक क्रमांक :1327 दिनांक 17/10/2024
शाखा / दिनांक :
शेरा :
व. लिपिक..... जिल्हा क्षयरोग अधिकारी

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2024 ◑ 18AB 076247

- 6 OCT 2024

अप्पर कोषागार अधिकारी
पनवेल रायगड

Memorandum of Understanding
National TB Elimination Programme

Memorandum of Understanding (MOU) for the participation of Private Providers under NGO – PP scheme.

This MOU is executed on 11/10/2024.

Between

THE DISTRICT TUBERCULOSIS OFFICER, DISTRICT TUBERCULOSIS CENTRE, ALIBAG, DISTRICT-RAIGAD, & SECRETARY, DISTRICT NATIONAL TUBERCULOSIS ELIMINATION PROGRAMME SOCIETY, ALIBAG, DISTRICT-RAIGAD Maharashtra having its office at In front of Civil Hospital, Alibag Beach Road, Taluka-Alibag, District-Raigad Pin-402201 acting through its City / District TB Officer (CTO/DTO) (Hereinafter called "CTO/DTO office", 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.-

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Dist. Tuberculosis Officer
Raigad-Alibag

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

RAIGAD, owned and managed by Plot No.1and 2, Sector-1, Kamothe, Tal.-Panvel, Dist.-Raigad (hereinafter called "**MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre**") which expression shall unless excluded by or repugnant to the context include its successors it, interest, executors, administrators and legal representatives).

WHEREAS

1. The CTO/DTO office plans to implement 'Additional investigations for diagnosis of EPTB scheme' under National TB Elimination Programme (NTEP) the partnership option through The Name of engaged "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EP-TB Centre"
2. The CTO/DTO office is desirous of hiring "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" to support its objective of early and correct diagnosis of EPTB and hence reduce TB transmission and address the problem of emergence of drug resistant TB.

AND WHEREAS the CTO/DTO office has agreed to engage the services of "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre", subject to terms and as hereunder.

1. **ACTIVITIES**

   The activities would be implemented for **Whole Raigad District including Panvel Corporation Area.** City/District , Maharashtra State for performance of the activities as stated in Clause 4 herein below, in accordance with NTEP policy. The Name of engaged EPTB Centre has agreed to provide the name of the tests "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" has agreed to provide separated by commas investigations to TB suspects and in accordance with National Accreditation Board.

2. **PROJECT LOCATION**

   "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" would be providing the services as specified above as decided in consultation with concerned CTO/DTO at the Address of EPTB centre.

   a. Urban/ Rural: **Urban/ Rural.**
   b. District/TU/Block/(s):**Whole Raigad District including Panvel Corporation Area.**
   c. Urban Wards/ Panchayats covered: Yes.

3. **PERIOD OF COOPERATION**

   The NGO – PP / "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" agrees to perform all activities outlined in the guideline for partnerships in above mentioned area. The duration of cooperation will be for three years from 11/10/2024 to 31/03/2027 subject to an annual review.

   The contract can be terminated by the CTO/DTO office or by "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" any time with one month's prior notice. The contract will automatically end on the last day of the contract if not renewed.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Dist. Tuberculosis Officer
Raigad-Alibag

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

4. TERMS, CONDITIONS AND SPECIFIC SERVICES DURING THE PERIOD OF THE MOU.

A. The CTO DTO Office

i. Provide financials for patient management to the service provider at the rates finalized by the CTO/DTO office expert panel (Annexure 1- Finalized rates for each investigation).
ii. Provide relevant copy of technical guidelines, updates, manuals & circulars, etc.
iii. Provide linkage for sample collection and transport to the district's CBNAAT site as per program guidelines.
iv. Periodically review the performance and activities being undertaken by "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre"
v. Respective CTO/DTOs shall ensure that the data is updated for each and every patient on Nikshay- including test results of the EPTB investigation and UDST status of the sample.

B. "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" will:-

i. Perform all activities as agreed upon and signed under the partnership option MOU
ii. "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" shall provide agreed investigations free of charge to the eligible patients referred to the centre via NTEP, Raigad District.
iii. Generate and submit invoices to the Raigad District TB Control Society on a monthly basis indicating number of patients provided each type of investigation along with line list of the patients with all relevant details. Payments will be on pro-rata basis at the end of every month.
iv. Maintain adequate documentation of as per NTEP policy which is mentioned under the partnership option. On completion of tasks in the said project "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" will furnish CTO/DTO office the following documents:
   (a) Copy of voucher with sign and stamp of referring physician.
   (b) Copy of the report with sign of the reporting centre.
   (c) Line list of patients provided each investigation with other relevant patient details.
   (d) Bill summary for the month.
v. "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" will designate a staff to maintain the above documentation records, provide timely invoices and supporting documents to NTEP,
vi. "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" shall not delegate, transfer or assign sublet this MOU in whole or in part or otherwise, the obligations under this MOU to any person, firm or company or any other institution/ organization without obtaining the prior written approval of the CTO/DTO office.
vii. This MOU will follow the norms laid out in the NTEP guidelines and 2019 Guidance document for partnerships.
viii The investigation services to be provided by the partner organization would include at least.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Dist. Tuberculosis Officer
Raigad-Alibag

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

4. TERMS, CONDITIONS AND SPECIFIC SERVICES DURING THE PERIOD OF THE MOU.

A. The CTO DTO Office

i. Provide financials for patient management to the service provider at the rates finalized by the CTO/DTO office expert panel (Annexure 1- Finalized rates for each investigation).

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

iii. Provide linkage for sample collection and transport to the district's CBNAAT site as per program guidelines.

iv. Periodically review the performance and activities being undertaken by "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre"

v. Respective CTO/DTOs shall ensure that the data is updated for each and every patient on Nikshay- including test results of the EPTB investigation and UDST status of the sample.

B. "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" will:-

i. Perform all activities as agreed upon and signed under the partnership option MOU

ii. "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" shall provide agreed investigations free of charge to the eligible patients referred to the centre via NTEP, Raigad District.

iii. Generate and submit invoices to the Raigad District TB Control Society on a monthly basis indicating number of patients provided each type of investigation along with line list of the patients with all relevant details. Payments will be on pro-rata basis at the end of every month.

iv. Maintain adequate documentation of as per NTEP policy which is mentioned under the partnership option. On completion of tasks in the said project "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" will furnish CTO/DTO office the following documents:

(a) Copy of voucher with sign and stamp of referring physician.
(b) Copy of the report with sign of the reporting centre.
(c) Line list of patients provided each investigation with other relevant patient details.
(d) Bill summary for the month.

v. "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" will designate a staff to maintain the above documentation records, provide timely invoices and supporting documents to NTEP,

vi. "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" shall not delegate, transfer or assign sublet this MOU in whole or in part or otherwise, the obligations under this MOU to any person, firm or company or any other institution/ organization without obtaining the prior written approval of the CTO/DTO office.

vii. This MOU will follow the norms laid out in the NTEP guidelines and 2019 Guidance document for partnerships.

viii The investigation services to be provided by the partner organization would include at least.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Dist. Tuberculosis Officer
Raigad-Alibag

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

Specimen Management (Extra Pulmonary Tuberculosis Patient's (EP-TB):-Adult/Child)		
Sr. No.	Investigation	Unit Rate
1	CT	Rs. 1200/-
2	MRI BRAIN Plain	Rs. 3500/-
3	MRI BRAIN Contrast	Rs. 5000/-
4	MRI Spine	Rs. 5000/-
5	USG guided Ascitic tap	Rs. 3500/-
6	Abscess drainage (Rates of procedure can be differed as per site of abscess & condition of patients)	i) Lymph node (Paraspinal) abscess Rs. 3000/- ii) Cervical (Paraspinal) abscess Rs. 10,000/- iii) Thoracic (Paraspinal) abscess Rs. 15,000/- iv) Psoas (Paraspinal) abscess Rs. 20,000/- V) Other (Paraspinal) abscess Rs. 10,000/-
7	FNAC-Punch Biopsy	Rs. 3500/-
8	FNAC (Needle)	Rs. 1500/-
9	Bronchoscopy	Rs. 9000/-
10	USG guided Biopsy	Rs. 3500/-
11	USG Neck	Rs. 2000/-
12	USG Full Abdomen	Rs. 2000/-
13	Lymph node biopsy (Rates of procedure can be differed as per site of abscess & condition of patients)	Open (Excision) Biopsy Rs. 10,000/-
14	Gastric Lavage	Rs. 2000/-

5. PAYMENT TERMS

Payment will be issued on a pro-rata basis upon satisfactory completion activities and submission of required documents. "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" will submit monthly invoices expenditure during the particular month to the CTO/DTO office where the centre is located. After verifying the bill and supporting documents for completion and correctness, the CTO/DTO office will make the payment online through PFMS only.

6. PENALTY CLAUSE

If there is any evidence of malpractice/ fraudulent activities, service provider shall not be paid remuneration for the said test/ investigations. Also, the service provider shall be awarded a penalty equivalent to the cost of the investigation and the amount will be deducted from the total payment due to the service provider.

If the service provider performs more than one malpractice/ fraudulent activity, then a show cause notice will be issued to the service provider. If more than 2 such activities are observed to have been conducted by the service provider, during the contract period, the agreement between CTO/DTO office and the service provider shall be terminated with immediate effect.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Dist. Tuberculosis Officer
Raigad-Alibag

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

7. FUND MANAGEMENT

"MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" shall install and maintain a separate ledger account in the books of account on cash basis accounting along with proper vouchers for expenditure incurred and with details of outstanding liabilities, if any. The CTO/DTO office shall have the right to inspect by its authorized officers of independent agencies to check the ledger account and other records relating to the project kept by "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" any time during the agreement period or thereafter.

8. GRIEVANCE REDRESSAL MECHANISM

All grievances will be addressed within a period of thirty days to the CTO/DTO office. Final decision will rest with the State TB Office (STC). Annual review would be a platform for addressing grievance of PPM partners.

9. RIGHT OVER INFORMATION/DATA

All documents, information, statistics and data collected by "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" in the discharge of the obligation under the MOU incidental or related to it (whether or not submitted to the CTO/DTO office) shall be the joint property of the CTO/DTO office, and "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre"

10. CONFIDENTIALITY

1. The Parties and the persons responsible and working on the Project shall keep confidential all information relating to the Parties and the Project that is confidential in nature, including but not limited to the data collected, the participants' details, test reports, etc. ("Confidential Information") Confidentiality of participants shall be maintained in all publications of the study as well.
2. No confidential information shall be revealed to any third person without the express written consent of the other party or participant whose information is confidential in nature.
3. Use of confidential information for any purpose other than the said purpose of the Project shall not be allowed, unless all Parties agree and give written consent for the same
4. No public announcement, press release, public statement, etc. shall be made about the Project till its final completion and without the written consent of all Parties involved in the Project.
5. Parties shall conform to the guidelines for research, good clinical practice and medical ethics and shall not breach the same.
6. Notwithstanding the above, neither Party shall be liable with regard to any Confidential information if the Confidential Information:

(a) Enters the public domain through no fault/ breach of either Party.
(b) Is disclosed with prior approval.
(c) Is disclosed in accordance with the law, pursuant to the order or requirement of a court, administrative agency, or other governmental body.

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Dist. Tuberculosis Officer
Raigad-Alibag

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

11. OWNERSHIP OR CREDIT OF THE STUDY/ RESEARCH/ PROJECT

a) On execution of this Agreement, the Parties agree that the results and proceeds arising out of the Project shall vest jointly between the Parties and both Parties shall be the joint owners of the same throughout the world in perpetuity for the mutually agreed consideration. It is further agreed any and all credit for the Project shall be shared by both the Parties involved in the Project handling, execution and analysis of the same.

b) Ethical review of the research Project shall be done and all rules and regulations shall be followed strictly by all Parties.

12. INDEMNITY

Each Party agrees at all times to indemnify the other against all and any actions, claims and proceedings brought by any third party against and / or any losses or damages caused by or arising from the action or inaction of the indemnifying Party, with regards to the transactions and matters as contemplated in this MOU.

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 not outside Maharashtra shall have any Jurisdiction in the matter.

13. TERMINATION MECHANISM

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

If the CTO/DTO office at any stage decides that "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" has miss-utilised the amounts (or any part thereof) already received from the CTO/DTO office 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 the terms and conditions of the MOU in future or that the continuance of this project and ask "MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE, EPTB Centre" 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 Name of EPTB Centre. May be prejudiced or be in jeopardy he/she may revoke this MOU wholly or partially

14. MISCELLANEOUS

a) Notices: Any notice given under this MOU or change of persons in charge or responsible for the projects, shall be given by registered post to the addresses given above or to such other addresses as the Parties may for the purpose notify each other of in writing or by way of email. Notices shall be deemed to be received seven (7) days

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

Dist. Tuberculosis Officer
Raigad-Alibag

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

after the date of posting and in the event of email on the day it was sent. Additionally, the notice shall also be given by way of email or delivered by hand.

b) Survival: All clauses intending to survive the termination of this MOU shall survive the termination or expiration of the Term of the MOU in perpetuity.

c) Amendments: No modification or amendment to this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing by the Parties.

d) Assignment or Novation: The Parties hereto shall enter into an assignment or novation of this present MOU only with the written consent of the Parties after sufficient negotiations and consideration by both Parties.

e) Severability: If any term or provision of this MOU shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law then that term or provision or part shall to that limited extent be deemed not to form a part of this MOU and the enforceability of the remainder of this MOU shall not be affected.

f) Supersession: This MOU sets out the entire terms and conditions between the Parties, for the sake of convenience and supersedes all previous agreements, understanding, promises, representation, whether oral or written made by the Parties.

15. NECESSARY APPROVAL OF STATE HEALTH SOCIETY HAS BEEN OBTAINED:

For and on behalf of CTO/DTO office

Signature of City/ District TB Officer

Seal

Dist. Tuberculosis Officer
Raigad-Alibag

For and on behalf of Name of EPTBC

Signature of authorised signatory

Seal

Dean
MGM Medical College & Hospital
Kamothe, Navi Mumbai-410209

In the presence of:

1.

2.

In the presence of:

1.

2.

NODAL OFFICER
D.DR.TB CENTRE, RAIGAD.
MGM MEDICAL COLLEGE & HOSPITAL,
KAMOTHE, TAL-PANVEL, DIST-RAIGAD.

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

29

MEMORANDUM OF UNDERSTANDING

BETWEEN

MGM SCHOOL OF BIOMEDICAL SCIENCES,NAVI MUMBAI
(A constituent unit of MGM INSTITUTE OF HEALTH SCIENCES)
(Deemed University u/s 3 of UGC Act 1956)
Grade "A" Accredited by NAAC
Sector 1, Kamothe Navi Mumbai-410209, Tel.No:022-27437631, 27432890
Email. sbsnm@mgmuhs.com / Website: www.mgmsbsnm.edu.in
Under

DEPARTMENT OF CLINICAL NUTRITION, MGMSBS, MGMIHS,

Sector 1, Kamothe Navi Mumbai-410209, Tel.No:022-27437631, 27432890
Email. sbsnm@mgmuhs.com / Website: www.mgmsbsnm.edu.in

For

NIRMALA NIKETAN COLLEGE OF HOME SCIENCE,
49, NEW MARINE LINES,
Mumbai- 400 020
Phone: 022-22076503 Fax: 22003217
Email: info@nirmalaniketan.com
Under

DEPARTMENT OF FOODS, NUTRITION AND DIETETICS
Nirmala Nilketan College of Home Science,
49, New Marine Lines, Mumbai- 400 020
Phone: 022-22076503 Fax: 22003217
Email: info@nirmalaniketan.com

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act)
Navi Mumbai- 410 209

Thursday 4th April 2019

PREAMBLE:

The MEMORANDUM OF UNDERSTANDING (MoU) made on 4th April 2019 between the MGM Institute of Health Sciences, Navi Mumbai, a deemed to be University under section 3 of the University Grants Commission Act,1956 having its office at –MGMIHS, Kamothe, Navi Mumbai -- through its Department of Clinical Nutrition, MGM School of Biomedical Sciences, through Dr. Mansee Thakur, Director (hereinafter referred to as the party of the **"First Part/MGMSBSCN"** which expression shall, unless repugnant to the context thereof, include its, successors and assigns.) **and Nirmala Niketan College of Home Science, Mumbai, having its office at New Marine lines through Dr. Geeta Ibrahim its** Principal (hereinafter referred to as the party of the **"Second Part/NN"** which expression shall, unless repugnant to the context thereof, include its, successors and assigns.) .

SCOPE AND OBJECTIVES OF MoU:

The scope and objectives of MoU are defined as:

MGMSBSCN and NN agree to sign MoU for sharing academic, clinical training/internship, on job training, project work, student/faculty exchange and for collaborative research programmes to get the Mutual Benefits.

DURATION OF MoU:

This Mou comes into effect from the date of its signing and will remain in force for a period of **FIVE YEARS**. Its validity can be extended by mutual agreement between both the parties.

RESPONSIBILITIES OF MGMSBSCN, KAMOTHE, NEW MUMBAI AND NN, MUMBAI:

Specific Roles of MGMSBSCN:

1. Provide technical support and facility for the students under the UG & PG program
2. The prospective students will be allowed to undergo training in the following specialty departments
    - Medicine
    - Surgery
    - Pediatrics
    - Gynecology and Obstetrics
    - Geriatric

- Skin and VD
- Orthopedics

3. MGM will provide the academic staff and necessary infrastructure for UG/PG course for smooth conduct of the programs.
4. Exchange of information through lectures and practical's relating to their activities in field of mutual interest;
5. Sharing of information periodically and regularly.

Specific roles of NN:

1. Provide technical support and laboratory facility for the students under the UG and PG programs.
2. Exchange of information through lectures and practical's relating to their activities in field of mutual interest;

- **Common Activities by Both the Parties**

1. Both institutions agree to supply work space, library and technical facilities as applicable.
2. The consultancy and travel expenses related to the visits for lectures/sessions will be reimbursed by the host institute on mutually agreed terms.
3. The MoU may be amended, renewed and terminated by mutual written agreement between the Heads of both the institutes.
4. Either institute shall have the right to terminate this MoU upon 60 days prior notice period to the other Institute.
5. Both the institute and industry i.e. MGMSBSCN and NN will 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, such programmes will be conducted by both the institutions with information to each other in advance, as and when required.
6. MGMSBSCN and NN mutually agree to exchange staff / students for their projects, clinical training/internship, on job training, project work, student/faculty exchange and for collaborative research programmes to get the Mutual Benefits and the charges will be borne by individual students as per the institutes rules and regulations.
7. MGMSBSCN and NN mutually agree to help each other to establish and develop laboratories, research centers, etc. as and when required.
8. Faculty of MGMSBSCN and NN depending on their qualifications and experience can act as co-guides to the students pursuing the M.Sc and Ph.D. programmes at MGMSBSCN and NN as the case may be.

9. Areas for faculty development shall be indentified and joint proposals shall be submitted to various funding agencies like ICMR, DST, BRNS, and RGSTC etc.
10. Both the institutes will participate in relevant government programs / schemes to take mutual benefits of Institute - Institute collaborations where ever possible
11. MGMSBSCN and NN mutually agree that Publications of the joint research carried out will be done jointly by both the Institutes incorporating the names of all the contributors
12. This document is in no way intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions to enhance relationship of the Institute and Institute going forward

General Conditions:

1. The MoU will be valid for a period of 5 years to ensure smooth conduct of the activities under the MoU and to achieve the objective of the MoU. The parties may further extend/renew the MOU on terms and conditions as mutually agreed. Within the aforesaid period of 5 years, the MoU may be terminated only by mutual consent. Once the MoU is terminated no new activity will be conducted by and between the parties. However, the parties undertake to complete the activities, programs etc which have already been commenced or are in progress pursuant/under this MoU.

2. The parties will jointly conduct quarterly meetings to ensure that the activities/programs undertaken under this MoU by and between the parties are conducted in a proper manner and as per the schedule laid down.

NOTICES

Any notices given under this Agreement will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

MGMSBSCN :-

Address: Department of Clinical Nutrition, MGM SBS, MGMIHS
Sector 1, Kamothe Navi Mumbai-410209, Tel.No:022-27437631, 2743289
Email. sbsnm@mgmuhs.com / Website: www.mgmsbsnm.edu.in

NN :-

Address: Nirmala Niketan College of Home Science,
49, New Marine Lines,
Mumbai- 400 020 Phone: 022-22076503 Fax: 22003217
Email: info@nirmalaniketan.com

MISCELLANEOUS

a. **Assignment.**

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

b. **Survival.**

Any of the sections that include any other rights and obligations under this Agreement which by their nature should survive, shall survive the expiration or termination of this Agreement.

c. **Severability**

If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement. If such deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent/object of the parties under this MOU.

d. **Independent Entities.**

MGMSBSCN and NN are independent parties and neither is an agent, joint venture partners, or partner of the other.

e. **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.

f. **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.

g. **Amendments.**

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

h. **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.

i. **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 mutual discussion between the Director of **MGMSBS and**

Principal of NN 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.

Now, therefore, for and in consideration of the foregoing premises the parties have signed the Memorandum of Understanding on Thursday of 4th April 2019.

PARTIES

Director	Principal
MGM School Of Biomedical Sciences, Navi Mumbai, (A Constituent Unit Of MGM Institute Of Health Sciences), Sector 1, Kamothe Navi Mumbai-410209	**Nirmala Niketan College of Home Science,** 49, New Marine Lines, Mumbai- 400 020
Dr Mansee Thaker	Dr. GEETA IBRAHIM.

Director
MGM School of Biomedical Science
Kamothe, Navi Mumbai

Principal
College of Home Science
Nirmala Niketan
49, New Marine Lines
Mumbai

WITNESS

1. Dr. Mini Mol P.
2. Dr. Priyanka Pa
Dated - 4/4/19.

WITNESS

1. Anuradha Mitra
2. Noella Dias
Dated 4/4/19

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ 64AA 410753

16 JAN 2024
उप कोषागार अधिकारी
पनवेल रायगड

MEMORANDUM OF UNDERSTANDING

Between

MGM SCHOOL OF BIOMEDICAL SCIENCES, NAVI MUMBAI
(A constituent unit of MGM INSTITUTE OF HEALTH SCIENCES)
(Deemed University u/s 3 of UGC Act 1956)
Grade "A++" Accredited by NAAC
Sector 1, Kamothe Navi Mumbai-410209, Tel.No.022-27437631, 27432890

And

heartfulness
purity weaves destiny
INSTITUTE

Heartfulness Institute, Kanha Shanti Vanam, Kanha Village, Nandigama Mandal, Rangareddy district, Telangana, Pin: 509325

ii) MGMSBS, NM intends to procure training and experiential learning services provided by HI on the terms agreed to herein, in order to stimulate and facilitate the development of programmes/modules which serve to enhance educational, social, spiritual & emotional development of students. Further, HI and MGMSBS, NM in support of their interest in the

field of education are desirous of promoting mutual cooperation by organizing and conducting educational workshops for mental, spiritual and psychological well-being of its students, and desire to extend the basis for friendly and cooperative collaboration by way of this MOU.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:

1. PURPOSE AND OBJECTIVES

1.1. MGMSBS, NM desires to create a precedent by offering suitable and pertinent learning and offerings to its students so as to enable them to lead their lives with MGMSBS, purpose and be of help to the society at large. MGMSBS, NM has represented that it is a leading university that offers high quality education and its priority is to provide its students values, inner development enabling them to perform better in their education & be leaders in nation building. It seeks to provide its students basic life skills to manage challenges in their relationships, avoid intoxicating abuses, digital dependence and deal with stress of modern life. It aims to enable their students and staff to de-stress, manage life's challenges in healthy ways and find joy, purpose and fulfilment. This will directly enhance their academic and work performance and create a harmonious environment within MGMSBS, NM.

1.2. HI has agreed to be helpful in such mission through its offerings as lies out in Schedule 1 ("Offerings").

1.3. Both the Parties, hereby express their commitment to collaborate with each other to conduct (i) educational, (ii) Heartfulness relaxation, meditation and (iii) other connected wellness workshops to help students' teachers to regulate their minds, moderate their tendencies, increase their concentration, sharpen the use of their will, introspect and self-analyses and accept people and situations in general, (iv) Integrative Research. Through such workshops and Offerings of HI, they intend to help the students to improve their learning skills and behavior, and inculcate humility, emotional maturity, confidence, stress management, self-awareness and most importantly, develop a sense of purpose towards life, as a research point to provide the scientific knowledge.

2. FACILITATORS

Both Parties shall nominate one or more representatives, who shall be the point of contact/ facilitator ("Facilitators") for the purposes of this MOU. The Facilitators of the respective Parties shall maintain regular contact with each other. Further, they shall propose and review the response received from the participants for the workshops and other activities that may be conducted pursuant to this MOU and in furtherance to fulfilling the MGMSBS, pose and objectives envisioned under this MOU.

3. RESOURCES

3.1. MGMSBS, NM shall make arrangements at its agreed venue(s) with required reference and reading material as specified by HI, by a establishing a (i) heartfulness corner in their library, and (ii) meditation practice room, and by providing such audio-visual equipment

and other facilities as shall be required for conduct of the workshops and/or programmes with respect to the Offerings.

3.2. HI shall nominate such teachers, trainers and support staff as it deems necessary for conducting and providing training to participants at these workshops and programs pursuant to this MOU.

3.3. HI shall provide support to orient MGMSBS, NM's teachers to conduct the sessions as advised by HI for the students at MGMSBS, NM and shall provide such external support as required. Through these Offerings HI will make students at MGMSBS, NM understand values and their role in improving the quality of their life and enable them to impart spiritual training as an extended activity in its institutions as and when feasible.

3.4. The Parties agree to distribute reading materials/ promotional/ literature to the participants, through any means including but not limited to audio and/or video recordings, books and magazines as deemed fit by HI. HI shall share the content of such reading materials, literature, video recordings and other such material with MGMSBS, NM, before distributing the same to the participants.

3.5. The Parties further agree that at HI's discretion, they shall set up stalls at the program venue to distribute promotional items including but not limited to clothing, apparel, mementoes, brochures, other merchandise and/or articles and details of the programme etc.

3.6. The Offerings detailed in Schedule 1 shall be the scope of service to be rendered by HI which will be adhered to by HI during the term of this MOU.

4. OTHER OBLIGATIONS OF MGMSBS, NM

4.1. MGMSBS, NM shall extensively promote HI Offerings so that greater populace of students in MGMSBS, NM shall benefit from this initiative. As previously indicated in Clause 1.1 above, being a value-based model of education, MGMSBS, NM may make all or any part of the Offerings, as applicable, a part of their curriculum for the students on a mutually agreed basis between the Parties.

4.2. MGMSBS, NM shall:

i) Take initiatives such that its students shall attend the sessions conducted by HI with an objective to help them develop ideal value systems within to make them global citizens;

ii) Facilitate students to integrate and imbibe such values into their lives and education;

iii) Jointly conduct surveys at regular interviews to find the effectiveness of the programs conducted pursuant to this MOU;

iv) Encourage its students, faculty, staff and administration to share written, audio and/or video testimonials with respect to any training programs, workshops or seminars conducted by HI;

5. FINANCIAL UNDERSTANDING

5.1. HI shall provide its services with respect to Heartfulness meditation practices on free of charge basis at all times as agreed. However, it is hereby agreed that certain expenses relating to but not limited training programs, workshops and faculty shall be charged in the following manner. MGMSBS, NM shall bear the expenses:

i) relating to the Offerings in terms of material, recommended readings, library heartfulness corner, meditation room(s) to be used by students and teachers at MGMSBS, NM shall be borne by MGMSBS, NM and the same would be set up as per the recommendations made by HI.

ii) for training programs for faculty and students organized at HI centers, wherein an appropriate per diem expense would be undertaken by MGMSBS, NM for boarding and lodging of the participants.

5.2 Logistic:

MGMSBS, NM shall reimburse all expenses with respect to (i) all actual to and from travel expenses, including but not limited to train, bus, flight and taxi, borne by all the HI trainers and special guests who are invited to MGMSBS, NM for conducting sessions/programs, (ii) food and (iii) other miscellaneous expenses shall be reimbursed. MGMSBS, NM shall provide accommodation facilities to such trainers and special guests. HI shall provide such guidelines as necessary.

6. TERM

6.1. This MOU has been executed for the purpose of organizing workshops/ seminars/ training sessions at the premises of MGMSBS, NM or such other premises as may be mutually agreed upon in writing.

6.2. This MOU shall come into effect from the Execution Date and shall remain in force for a period of five (5) year thereafter.

6.3. This MOU shall terminate after completion of the term of one year from the Execution Date, without any financial obligations of Parties, except for any pending reimbursements and costs as provided herein.

6.4. The Parties may execute similar agreements for similar initiatives in future or even extend the term of this MOU for such further periods as mutually agreed to by the Parties.

6.5. Either Party may voluntarily terminate this MOU by giving a 3 months' notice in writing to the other.

6.6. The provisions of this Clause 6.6 and 8 and all of its sub-clauses will survive any expiration or termination of this MOU.

7. ASSIGNMENT

This MOU is personal to the Parties and the rights and obligations established herein shall not be assignable by the Parties, except to the extent expressly permitted under this MOU or with the prior written consent of the other Party.

8. INTELLECTUAL PROPERTY

8.1. Neither Party shall exercise any rights in the trademarks, copyright or other intellectual property of the other Party, except as expressly stipulated herein.

8.2. All intellectual property rights including all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, .(ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whethr patentable or not), (iv) trademarks, trade names, internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect ("IPR") with respect to (a) "Heartfulness", (b) "Heartfulness Relaxation", (c) "Heartfulness Meditation", (d) "Heartfulness Cleaning", their techniques and/or connected procedures therein and (d) the title and content/modules or any other information shared with MGMSBS, NM, it's staff, students and teachers, as the case may be, as part of the Offerings of HI, and (e) other trademarks belonging to HI or of those of its associates, (collectively referred to as "Heartfulness IP") as and when used by HI under license shall always vest with HI or its associates, as applicable. HI reserves the right to use the same internally or externally at its sole discretion.

8.3. This MOU in no way creates or conveys any ownership interests in Heartfulness IP to MGMSBS, NM. MGMSBS, NM shall only use such Heartfulness IP or any part thereof, in the manner and form previously approved in writing by HI and in coordination with and assistance of HI authorized representatives.

8.4. HI reserves the right to modify, change or improve such Heartfulness IP in the manner it deems fit and implement such changed versions of Heartfulness IP or wellness techniques at any time during the term of this MOU.

8.5. The Parties agrees that all ownership rights in any and all testimonials submitted in accordance with Clause 4.2 (iv) above shall vest with HI.

9. INDEMNITY

9.1. Except for cost reimbursements, the services provided by HI's with respect to the Offerings are on a mutual basis and free of cost. Only willing participants for their own wellbeing / self-development are required to participate. MGMSBS, NM may for development of its students make the HI programs, modules and/or workshops as part of its curriculum. The Parties, therefore, agree that such services do not give rise to any kind of damage or liability

to anybody who participates and therefore no damage can arise therefrom. No indemnity is therefore provided herein. The Parties agree that HI programs do not guarantee success of its objectives or purposes as mentioned anywhere in this MOU.

9.2. In the event MGMSBS, NM breaches the terms of Clause 8 (intellectual property) of this MOU, HI shall be entitled to seek specific performance against the MGMSBS, NM for performance of its obligations under Clause 8 (intellectual property) of this MOU in addition to any and all other legal or equitable remedies available to it.

10. GOVERNING LAW, JURISDICTION & ARBITRATION

10.1. This MOU shall be construed, interpreted and enforced in accordance with laws of India. In case of any differences between the Parties, they shall make all efforts to settle the disputes amicably through mutual discussion and negotiation within [30 days], failing which, dispute(s) shall be referred to a sole arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996. Language of arbitration shall be English and place of arbitration shall be Hyderabad.

10.2. Subject to the arbitration Clause 10.1 above, the courts of competent jurisdiction in Hyderabad shall have exclusive jurisdiction with respect to any and all matters pertaining to this MOU.

11. MISCELLANEOUS

i) This MOU together with any other documents including but not limited to memorandum of understandings, communications exchanged between the Parties defining responsibilities, obligations of both the Parties for different programs, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU constitute the entire agreement and supersedes any previous agreement between the Parties relating to the subject matter of this MOU.

ii) This MOU can only be amended in writing by mutual consent of both the Parties. No modification or amendment to this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of both the Parties.

iii) This MOU may be executed in counterparts and shall be effective when each Party has executed a counterpart. Each counterpart shall constitute an original of this Agreement.

iv) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

v) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

vi) The arrangement contemplated herein being in nature of cooperative strategic alliance for general wellbeing, no monetary consideration is involved except as provided for herein.

vii) None of the provisions of this MOU as stated above shall be deemed to constitute a partnership between HI and MGMSBS, NM and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It is on a principle-to-principle basis.

viii) MGMSBS, NM agrees that the participants to any of the HI program shall participate voluntarily. The practices prescribed by HI are not substitutes for any medical prescription or medical advice, if any, recommended by any medical practitioner.

IN WITNESS WHEREOF the Parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

For HEARTFULNESS INSTITUTE	For MGM SCHOOL OF BIOMEDICAL SCIENCES, MGMIHS
Dr Sairam Reddy Palicherla Director, Heartfulness Institute	Dr Mansee Thakur Director MGMSBS, NM

HEARTFULNESS INSTITUTE Kanha Shanti Vanam HYDERABAD

SCHOOL OF BIO-MEDICAL SCIENCES KAMOTHE NAVI MUMBAI

Director
MGM School of Biomedical Sciences
MGM Institute of Health Sciences
Kamothe, Navi Mumbai- 410 209, India

Witness 1: Dr. Yogesh Patil

Witness 2: Dr. Himanshu Gupta.

SCHEDULE- 1
Scope of Work

Heartfulness Institute (HI) shall offer the following programs specifically developed for specific needs of the University:

1. Staff Training: HI shall impart a training program on "Wellness at work" to all Principals, Teachers and Staff of the MGMSBS, NM institutions at its campus. MGMSBS, NM may at its sole discretion make it compulsory for their faculty/staff. Initially, this would be a three-day program to introduce the Heartfulness Meditation Practice and how it can be integrated into best education practices. This wellness program can also be offered at Kanha Shanti Vanam, the world headquarters of Heartfulness located near chegur village, Rangareddy district with a residential programme facility on mutually agreed basis.

2. In-depth Faculty Training on Heartfulness Curricula: Following initial introduction, interested faculty would be provided a longer duration in-depth teacher training program to further enhance and develop the Heartfulness tools and Curricula. This program would be developed suitably by Heartfulness Education Trust and made available at Kanha Shanti Vanam / Heartfulness centers or on MGMSBS, NM campus on an ongoing basis on agreed intervals during the term of this MOU.

3. HELM (Heartfulness Enabled Leadership Mastery) curriculum for students: HI shall choose a college on MGMSBS, NM campus, NMs to begin an in-depth training for students. This would cover a [3 day] induction program and a [16-week] life-skills course which will be followed by subsequent foundational leadership programs such as 'Discover', 'Develop', 'Deepen', 'Dedicate' etc which can be included as credit courses. These are core Heartfulness programs conducted by certified Heartfulness trainers which will be experiential sessions of 60-90 minutes for each student group.

4. Internships for students: Faculty offering 'Heartful Electives' can design projects that aim to integrate ethical and contemplative aspects into particular student projects.

5. Leadership Conclave/Roundtable on Heartfulness Leaderships: HI shall conduct a 3-day workshop for the senior management of MGMSBS, NM, including to limited to the vice-chancellors, registrars of MGMSBS, NM to shine some light on the relationship between meditation and education.

6. H.E.A.R.T: HI shall conduct a workshop for the faculty at MGMSBS, NM, to inspire them to teach in a reflective manner and also to help them integrate meditative aspects to their course design.

7. Heartfulness Meditation Workshop: HI shall introduce the experience of Heartfulness Meditation to the administration department, the ground staff, general public and parents of the students at MGMSBS, NM through a 3-day experiential workshop.

8. Inner Well Being Workshop: HI shall introduce the experience of Heartfulness Meditation to counsellors and/or peer counsellors and provide them with techniques to help students handle situations in a calmer manner, through a 3-day workshop.

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ 64AA 410755

Memorandum of Understanding
Between
MGM Institute of Health Sciences Trust, Navi Mumbai (MGMIHS)
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 Institute of Health Sciences Trust, Navi Mumbai (MGMIHS, 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**

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

अनुबंध-1 / Annexure-I

30 JAN 2024

...135/1/2..... से .....

...Updo...Speciality Hospitals, Pvt Ltd

Kalamboli .....

Drafter Mancam

Mayur

And

Apollo Specialty Hospitals Private Limited, having its registered cum corporate office at 7-1-617/A, 615 & 616, Imperial Towers, 7th Floor, Ameerpet, Hyderabad- 500038 through its **Authorized Signatory,** Anubhav Prashant, COO- Apollo Cradle and Apollo Fertility, hereinafter refereed as 'ASH', which expression shall include its subsidiary, successors and assigns) of the Second Part.

MGMIHS 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 "MGMIHS" 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 Institute of Health Sciences Trust, Navi Mumbai (MGMIHS)

The MGMIHS was established on 28th March 2006 with a futuristic vision to provide qualitative education by applying innovative and dynamic pedagogical techniques. Since inception, MGMIHS 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 MGMIHS along with education. MGMIHS 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 (AHLL), a company registered under the Companies Act and having its registered office at 7-1-617/A, 615 & 616, Imperial Towers, 7th Floor, Ameerpet, Hyderabad- 500038. AHLL 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 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.

With world class embryology laboratory and best possible protocols and dedicated Embryologists, ASH has been able to achieve far better success rates in comparison to the industry benchmarks. ASH team includes specialists in Fertility, Reproductive Medicine, Reproductive Endocrinology, Andrology, Urology, Fertility Enhancing Laparoscopic Surgeons, Fetal Medicine and a supportive team of Clinical

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

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 MGMIHS and Apollo Fertility agree:

- To develop managerial and academic skills in graduates to effectively administer IVF, Clinical Embryology, Gynecology departments and or units with the application of appropriate technologies and instructional strategies
- To offer certificate programs, Masters, fellowships, PG Diploma programs and short term 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 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 Apollo's experts for 30 days MSC clinical embryology in Semester II and Semester III at both campuses.
- To provide awareness and interaction through conducting talks and workshops.

3. The Program

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

(i) M.Sc. Clinical Embryology (Duration 2 Year)

(ii) Certificate Programmes (Duration 6 month or 1 month)

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 MGMIHS premises as visiting/ honorary faculty, the schedule of which shall be synchronized.

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

4. **Administration**:

The Authorized Signatories of both MGMIHS 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 Clinical Embryology (MGMSBS, Navi Mumbai), MGMIHS.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

5. **OBLIGATIONS OF PARTIES**

MGMIHS 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 MGMIHS:**

- MGMIHS shall design and implement short term courses / certificate courses through MGMIHS 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, short term, and certificate courses
- Exchange of information through lectures and practical's relating to their activities in field of mutual interest;
- Exchange of information through lectures and practical by faculty or subject experts of MGMIHS for 30 days each in MSc in Clinical Embryology program for Semester II and Semester III at campuses.
- To arrange for and make available the required classroom/s 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 MGMIHS 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 short-term courses / certificate courses through MGMIHS for ART to UG and PG students.
- Provide technical support and expertise in developing courses for fellowship, short term, and certificate courses.
- Provide diagnosis at mutually agreed costs and treatment to the economically challenged people affected by infertility which are in congruent to the organizations mission.
- Exchange of information through lectures and practical's relating to their activities in field of mutual interest;
- Exchange of information through lectures and practicals by experts for 30 days each in MSc in Clinical Embryology program for Semester II and Semester III at both campuses.

C. **Joint Obligations of Apollo Fertility/ASH and MGMIHS**

- 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

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

- The parties agree to make efforts to exchange staff / students for their projects and provide support, train the faculty and staff of MGMIHS 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 MGMIHS and Apollo Fertility depending on their qualifications and experience can act as co-guides to the students pursuing the M.Sc., and Ph.D programmes at MGMIHS and Apollo 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 Department of Clinical Embryology (MGMSBS, Navi Mumbai), 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.

8. **Committee:**
The MGMIHS 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 MGMIHS.
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 February 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 year** (**'Term'**). Upon the completion of this term, the MoU may further be renewed for 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 form the parties own resources if the expenses exceed the revenue share. The respective duties/responsibilities of the parties program wise are listed below: -

LECTURES & PRACTICALS SCHEDULE FOR M.Sc. CLINICAL EMBROLOGY

MGMIHS Lectures Theory / Practical	APOLLO INFERTILITY Lectures Theory /Practical
Relevant Gross Anatomy	Infertility & Ovulation induction methods
Histology	Quality assessment, statistics, handling data, ethics, legislation

Dr. Rajesh D. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Genetics and Reproductive Hormone	IVF procedure
General & Systemic Embryology	Introduction to IVF lab
Research Methodology & Biostatistics	Techniques used in IVF Lab
Biochemistry including steroid metabolism	ICSI
Dissertation / Project guidance	Dissertation / Project guidance

Fee Share: -

MGMIHS will collect the fee (as decided as this clause) from students and shall pay the fee share to ASH's Apollo Fertility within 30 days after the last date for receiving fees from the students. Payment shall be subject to TDS as per applicable rate.

The parties agree to share the fees as under:

Course	Tuition Fee	Apollo Fertility Share	MGMIHS
M.Sc.Clinical Embryology	INR **3,00, 000/-**	25%	75%
Certificate Programmes	Mutually agreed Fee	50%	50%

Cost of GST if any applicable shall be borne by MGMIHS.

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.

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

Dr Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai-410 209

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.

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:

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

PARTIES

On behalf of:
Apollo Specialty Hospitals Pvt. Ltd.

Anubhav Prashant
COO- Apollo Cradle & fertility
Date:

On behalf of:
MGMIHS

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

WITNESS

1.

2.

WITNESS

1. Dr. Mini Mol
2. Ms. Rafiya Sangameshwari
3. Dr. Mansee Thaker

MP Biomedicals India Pvt. Ltd.

(Formerly ICN)

Plot : C-57/3, TTC Industrial Area,
Pawane Village. Next to Mayur Cold Storage,
Turbhe, Navi Mumbai - 400 705.

CIN No. : U24100MH2009PTC191394
Tel. : 91 22 27636921 / 22 / 25
Email : sales.india@mpbio.com
Web. : www.mpbio.com

Ref. MP/Ack-Doc/24-25/01-SPINeasy

To

The Director Research

Mahatma Gandhi Mission Institute of Health Science

Subject: Acknowledgement of Memorandum of Understanding (MOU)

Dear Dr. Chandramani Pathak

I am writing to formally acknowledge the receipt and acceptance of the Memorandum of Understanding (MOU) between MP Biomedicals India Pvt. Ltd. and Mahatma Gandhi Mission Institute of Health Science dated 19-01-2024.

We appreciate the collaborative effort and dedication put forth by both parties during the negotiation and drafting of the MOU. This document reflects the mutual understanding, commitments, and expectations between our organizations as we embark on this joint venture.

As agreed upon, this MOU outlines the key terms, responsibilities, and shared objectives that will guide our collaboration. We believe that this partnership holds great potential for mutual growth and success, and we are committed to fulfilling our roles and responsibilities as outlined in the document.

We would like to express our gratitude for the open communication, transparency, and professionalism exhibited by team throughout this process. We look forward to a fruitful collaboration that leverages the strengths of both organizations and creates a positive impact on our respective goals.

Please consider this letter as our formal acceptance of the terms and conditions outlined in the MOU. We anticipate a successful and harmonious partnership and are committed to ensuring the effective implementation of the agreed-upon initiatives.

If there are any additional steps required from our end to formalize this understanding, please inform to us. We are eager to commence the next steps outlined in the MOU and begin this collaborative journey.

Thank you once again for the opportunity to work together. We are confident that this partnership will bring mutual benefits and contribute to the success of both our organizations.

Copy To

- *Dr. Rajesh B Goel (Registrar) - Mahatma Gandhi Mission Institute of Health Science*
- *Dr. Mansee Thakur (Director)- Mahatma Gandhi Mission Institute of Medical Sciences*
- *Copy of "Memorandum of Understanding" attached.*

For MP Biomedicals (I) Pvt. Ltd.

MP Biomedicals India Pvt. Ltd. Navi Mumbai

Mr. Siddharth Singh
(General Manager & Country Head)

MEMORANDUM OF UNDERSTANDING

BETWEEN

MGM Institute of Health Sciences, Kamothe,

Navi Mumbai

AND

MP BIOMEDICAL INDIA PRIVATE LIMITED, TURBHE, NAVI MUMBAI

Dr. Rajesh B. Gaidhani
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

This Memorandum of Agreement ("MOU") is made and entered into as of 1st December 2023 between

MGM Institute of Health Sciences ("MGMIHS"), with its offices in MGM Campus, Sector 1, Kamothe, Navi Mumbai-410209, Maharashtra State (INDIA) through its constituent institution **MGM School of Biomedical Sciences.**

AND

MP Biomedical India Private Limited ("COMPANY") a Private Limited organization with its offices in Plot No C-57/3,TTC Industrial Area,Pawane Village,Turbhe, Navi Mumbai 400705, MAHARASTRA STATE (INDIA) represented by **Mr. Siddharth Shankar Singh**, Director and General Manager India. (MGMIHS:- Is it a Indian company ? Where is registered office? Registered under which law?)

The Company is a global life science company with headquarters in California and regional offices across the globe. The company offers a diverse portfolio of life science products, fine chemicals, and diagnostics products/reagents used in industries ranging from basic research to clinical diagnostics and pharmaceuticals. Over the past 50 years, the company has provided quality tools and expert services to assist its customers in making breakthrough discoveries and achieving scientific excellence. The Company carries on product development, Quality control, manufacturing and commercialization to advancing life sciences research for sustainable development into the following criterias:

- Life science research products
- Diagnostic assays and reagents
- Custom manufacturing of chemicals and biochemicals
- Life Sciences
- Diagnostics
- Pharmaceuticals

Dr. Rajesh B. Gosi
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

- Food & Environmental Testing

MGMIHS is a Deemed to be University which was established in the year 2006. MGMIHS has been accredited as A++ Grade University by National Assessment and Accreditation Council (NAAC). MGMIHS was awarded Category-1 University and included under section 12B by UGC, Govt of India. MGMIHS has a SIRO recognition by the DSIR DST, Ministry of Science & Technology, Govt of India. MGMIHS was ranked in 150-200 in University category of NIRF, India ranking 2023. The Vision of MGM Institute of Health Sciences aims to be a top-ranking center of Excellence in Health Science Education, Health Care and Research to provide better, safer and affordable ways of diagnosing, treating and preventing diseases in an endevour to achive its aim i.e "To wipe every tear from every eye".

MGMIHS offers Undergraduate, Postgraduate and Ph.D. program in different disciplines of health and allied sciences. MGMIHS has 10 constituent institutions (Medical, Biomedical, Physiotherapy, Nursing, Pharmacy, Prosthetics & Orthotics) consisting 02 campuses, namely Navi Mumbai, and Aurangabad. MGMIHS has NABH accredited hospital and NABL certified Advanced Center Clinical laboratories at both the campuses. MGMIHS has well-equipped SIRO recognized research laboratories including Central Research Laboratory; Sleep Medicine and Research Centre; OMICS Research Centre; Centre of Human Movement Science and Animal House for accelerating basic and translational research, quality of education, skilling and innovation for societal benefits.

Whereas the parties have realized the importance of collaborating with each other jointly leveraging each other's strengths and expertise and hence agree to establish a basis for collaboration according to the terms and conditions set out in this MOU. The parties aim to leverage their respective strengths, resources, and knowledge to advance research, innovation, and development in areas of medical education, health sciences and other similar areas of mutual interest;

Whereas the parties through this MOU shall make all reasonable endeavors to enhance relationships of industry & academia for accelerating research and education.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Whereas the Parties desire to record the broad terms and conditions that are mutually accepted and agreed to by and between them in this MOU as contained hereunder.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **AREAS OF COOPERATION**

- The Company is desirous of validating to validate their product namely Biochemical assay kit developed for isolation of DNA, RNA from Saliva, Blood and Bactria (mTB) and RNA from the human epithelial tissue (residual normal tissue) with the clinical samples from MGMIHS Central Clinical Laboratory (NABL accredited lab) to ascertain the potential applications for the research validation of the product for development of diagnostic/Biochemical assay kit.

- The nature of Project is a Consultancy project for product validation of defined number of samples on the cost basis (budget of Rs 5.4 Lakhs). (Appendix-1)

- Both the parties MP Biomedical Pvt Ltd and MGMIHS through the MGM School of Biomedical sciences shall make all reasonable endeavours to improve and enhance industry academia collaborations for skill development of PG and PhD students through lectures, seminars, visits and interactions.

2. **TERM OF THE MOU: -**

This MoU is valid for a period of 3 year from the date of execution, unless terminated with prior notice.

3. IMPLEMENTATION:

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

3.1 Responsibilities of the company

- The entire cost of product development and validation shall be borne by the company i.e MP Biomedicals Pvt. Ltd.
- The Company will work with MGMIHS to test and validate its kits for efficacy and efficiency of product for accuracy in real life scenarios and product development.
- The Company will provide scientific staff to visit MGMIHS time to time whenever required for discussion of experimental validation or validation of the improvements/modifications.
- The Company and scientific staff agree and undertake to follow the ethical and good laboratory practices guideline as per MGMIHS norms.

3.2 Responsibilities of MGMIHS

- Principal Investigator and co-investigators of the project along with two PG/PhD students will conduct product validation experiments at the MGM School of Biomedical Sciences, MGMIHS, Navi Mumbai.
- Principal Investigator and co-investigators will share the protocol, technical problem and results time to time with application scientist of MP Biomedicals Pvt. Ltd.

3.3 Cost of Testing and Validation:

1. The entire cost of product development/improvements is being borne by the MP Biomedicals Pvt. Ltd. MGMIHS shall be associated with product validation at the laboratory level provided as constancy project.
2. The parties agree and acknowledge that the total cost of product validation/testing of approximately INR 5,40,000/- (Five lakhs forty thousand only) for approx 360 sets of samples is and shall be paid to MGMIHS as consultancy charges for research project. The budget has been appended separately as Annexure 1.
3. All the necessary consumables, plastic wares, chemicals and small equipment (if needed) will be provided by the MP Biomedicals Pvt Ltd.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

4. The product will be validated on provided number of patients samples provided voluntary consent as per ethical guideline.

3.4 Terms & Condition for Payment:

- The company will make the payment 50% of the total cost of the product validation/testing in advance and in any event within 30 days of signing this MOU. The remain 50% amount shall be paid on the notification of completion of 75% work by the principal investigator through the proper channel to the company. The company will receive product validation report after completion of 100% payment.

- 3.2. The final results/research data will be confidential between two parties and shall in no event whatsoever be shared with any third party. The company agrees and accepts that the confidentiality of the individual patient consent/identity will never be disclosed to the company as per MGMIHS ethical guideline.

3.5 **Data Sharing: -**

- The data of either of the party being submitted from one party to the other i.e between the Company & MGMIHS, is considered as a confidential data and need not be separately mentioned as "confidential" in any transactions between the parties.
- The data/testing data for validation of the product will at all times be owned by company and MGMIHS. The company agrees and accepts that it shall at no point have any rights or interest to manipulate the said data/testing data.
- The company agrees and accepts that name of MGMIHS will not use in the product and market without permission and separate agreement.

4. INTELLECTUAL PROPERTY: -

- 4.1. Both parties acknowledge that all Intellectual Property Rights in the project and anything incidental thereto belong to the Company solely and exclusively and that this Agreement does not and is not intended to confer any financial loss or profit upon

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

MGMIHS, nor any right, title or interest in any of the aforementioned intellectual property and/or Confidential Information in any manner whatsoever.

- 4.2. All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party only for purposes and time duration covered by this MOU. The parties agree and undertake to obtain prior written consent from the other party/owner of the property before using it for purposes not covered by the MOU. MGMIHS will be part as a clinical partner in any patent that arises out of this study without any financial sharing.

- 4.3. The Company and MGMIHS both parties will follow the ethical guideline for maintaining confidentiality of the data of human subject.

5. TERMS & TERMINATION:

This MOU shall be in effect for a period of 3 year from the date of its execution. Either party may terminate this MOU immediately upon written notice to the other party if the other party materially breaches any of its obligations under this MOU and fails to cure such breach within Thirty (30) days after written notice with clear explanation of deficiency.

6. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations is:-

1. For MP Biomedicals India Private Limited:

Mr. Siddharth Shankar Singh, General Manager, MP Biomedicals , Plot No C-57/3, TTC Industrial area, Pawane Villege, Next to Mayur Cold StorageTurbhe, Navi Mumbai – 400707
Phone No +91-22 27636921

Email: siddharth.singh@mpbio.com

2. For MGM Institute of Health Sciences

Dr. Rajesh Goel, Registrar, MGM Institute of Health Sciences, Sec- 1, Kamothe Navi Mumbai 410209: Phone No: +91-22- 27432471

Email: registrar@mgmuhs.com

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act. 1956)
Navi Mumbai- 410 209

Such Principal Contacts may be changed in writing from time to time by their respective Employers.

7. NON-DISCLOSURE

Neither Party nor its authorized personnel, students, related personnel, etc. will disclose or make available to any third party any information or confidential information, whether documented or not, relating to the objectives, scope, work, effort, or results of work performed during the period of this MOU or any other documents and or information received under this MOU.

In this Clause "confidential information" means: (i) all information or data of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans, or affairs of a Party or third party to whom the Party owes a duty of confidence; (ii) any document or information or data marked "Commercial in Confidence" or otherwise expressly designated as confidential and (iii) any information or data which by its nature the recipient ought reasonably to conclude was confidential information of the Party in all cases including all copies of the above on any media (including electronic media) whatsoever, but excludes the following:

a) Information actually known to the disclosing Party prior to its disclosure;
b) Information independently developed by the Party receiving the confidential information or communicated to it in circumstances otherwise than where its disclosure imparted a duty of confidence;
c) Information that is or becomes generally and freely publicly available through no fault of the receiving Party or its servants or agents;
d) Such information which is required to be disclosed to or by any Court, tribunal, or Governmental authority with competent jurisdiction.

8. NOTICES

Any notices given under this MOU will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

MP Biomedicals India Pvt. Ltd,

Address: Plot No C-57/3, TTC Industrial area, Pawane Village, Next to Mayur Cold Storage, Turbhe, Navi Mumbai- 400705, Navi Mumbai, Maharashtra, India

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act 1956)
Navi Mumbai- 410 209

MGM Institute of Health Sciences

Address - MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209

9. MISCELLANEOUS

a) **Assignment.**

Neither party may assign this MOU or the rights thereunder.

b) **Survival.**

Any of the sections that include any other rights and obligations under this MOU which by their nature should survive, shall survive the expiration or termination of this MOU.

c) **Severability**

If any provision of this MOU becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this MOU and will be deemed to be deleted from this MOU. If such deletion substantially alters the basis of this MOU, the parties will negotiate in good faith to amend the provisions of this MOU to give effect to the original intent/object of the parties under this MOU.

d) **Independent Entities.**

The Company and MGMIHS are independent parties and neither is an agent, joint venture partners, or partner of the other.

e) **Order of Precedence.**

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

f) **Entirety.**

This MOU 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.

g) **Amendments.**

The Amendments or changes to this MOU must be in writing and signed by duly authorized

Dr. Rajesh B. Goel
Registrar
Institute of Health Sciences
University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

representatives of both parties.

h) **Counterparts.**

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

i) **Dispute Resolution.**

In event of dispute or claim between the parties concerning the interpretation of any provision of this MOU or the performance of any of the terms/obligations of/under this MOU, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee of surgeons. The parties after due discussion shall try their level best to resolve the disputes arising out of this MOU, 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 arbitration shall be held at Navi Mumbai.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.

Through its authorized representative

Mr. Siddharth Singh

General Manage, MP Biomedicals India Private Limited

Date:

In presence of

Mr. Tushar Khandale, MP Biomedicals India Private Limited

2. MGM Institute of Health Sciences, Navi Mumbai

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
Deemed University u/s 3 of UGC Act 1956
Navi Mumbai- 410 209

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

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

Date: 19/11/24

In the presence of

Director
Research & Development
MGM Institute of Health Sciences
Kamothe, Navi Mumbai-410209, India

1. Dr. Chandramani Pathak
   Prof & Director Research
   MGM Institute of Health Sciences, Navi Mumbai.

2. Dr. Mansee Thakur
   Director, MGM Institute of Biomedical Sciences
   MGM Institute of Health Sciences, Navi Mumbai

Director
MGM School of Biomedical Sciences
MGM Institute of Health Sciences
Kamothe, Navi Mumbai- 410 209, India

Annexure 1

The proposed budget is as follows:

SN	Product Name	Samples size	Control & Experimental	Cost per test	Validation cost
1	Magbead DNA Kit for MTb	60	30+15+15	1500	90,000
2	SPIN easy DNA Kit for Tissue	60	30+15+15	1500	90,000
3	SPIN easy DNA Kit for Bacteria	60	30+15+15	1200	72,000
4	PIN easy DNA Kit for Saliva	60	30+15+15	1500	90,000
5	SPIN easy DNA Kit for Blood,	60	30+15+15	1500	90,000
6	SPIN easy RNA Kit for Tissue	60	30+15+15	1800	1,08,000
Sub Total					5,40,000/-
7	Ethical Clearance Charges	-	-	50,000	50,000
TOTAL					5,90,000

Justification of Sample:

- 30 Experimental sample
- 15 Control
- 15 Gold standard Control (Positive Control) using well standard commercially available kit in the market.

19/01/2024

Director
Research & Development
MGM Institute of Health Sciences
Kamothe, Navi Mumbai-410209, India

MEMORANDUM OF UNDERSTANDING

BETWEEN

MGM Medical College and teaching hospital, Navi Mumbai

constituent of,

MGM Institute of Health Sciences, Kamothe,

Navi Mumbai

AND

Advanced Centre for Treatment Research and Education in Cancer Tata Memorial Centre, Navi Mumbai

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ CA 596765

- 5 FEB 2024

अप्पर कोषागार अधिकारी

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of **20th February, 2024.**

By and between

MGM Institute of Health Sciences ("MGMIHS"), with its offices in MGM Campus, Sector 1, Kamothe, Navi Mumbai-410209, Maharashtra State (India)

AND

Advanced Centre for Treatment Research and Education in Cancer, Tata Memorial Centre, Kharghar, Navi Mumbai, Sector 22, Utsav Chowk – CISF Rd, Owe Camp, Kharghar, Navi Mumbai – 410210

MGM INSTITUTE OF HEALTH SCIENCES * Deemed University Navi Mumbai

TATA MEMORIAL CENTRE * Office of the Director (Academics) * दादा स्मारक केंद्र

जोडपत्र—२ / Annexure - II'

मुद्रांक विक्री नोंदवही अनु—क्रमांक –१४६६५ दि. १५.०२.२०२४

दस्ताचा प्रकार **MOU**

दस्त नोंदणी करणार आहेत का होय / नाही

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणाऱ्यांचे नाव व सही **MGM Institute of Health Sciences**

हस्ते असल्यास दुस—या पक्षकाराचे नाव **HARSH SINGH**

मुद्रांक शुल्क रक्कम ५००/—

सौ. मंगला कृष्णा पगडे
स्टॅप वेंडर, कळंबोली
दुकान नं बी ९, सेक्टर ३ई/ए, कळंबोली, जि. रायगड
परवाना क्रं ६/१९९६—९७

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्याची त्याच कारणांसाठी व खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Advanced Centre for Treatment Research and Education in Cancer Tata Memorial Centre, Navi Mumbai. and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

Whereas, MGMIHS is a "Deemed to be University", which was established in the year 2006. The head quarter of the institute is located at Navi-Mumbai, Kamothe, Campus. MGMIHS was accredited A++ Grade University by National Assessment and Accreditation Council (NAAC). MGMIHS was awarded Category-1 Deemed to be University, by UGC and ranked in 150-200 in overall category of NIRF, India ranking.

And Whereas, the Vision of MGMIHS aims to be a top-ranking center of Excellence in Health Science Education, Health Care, and Health Research. In continuation, MGMIHS has a Mission as Students graduating from the Institute will have the required skills to deliver the quality health care to all sections of the society with compassion and benevolence, without prejudice or discrimination at an affordable cost. As a Research Centre, it shall focus on finding better, safer and affordable ways of diagnosing, treating and preventing diseases. In doing so, it will maintain highest ethical standards. *To wipe every tear from every eye*. MGMIHS believes in Gandhian Philosophy.

And Whereas, the MGMIHS offers Undergraduate, Postgraduate and Ph.D. program in different disciplines of health and allied sciences. MGMIHS has 10 constituent institutions (Medical, Biomedical, Physiotherapy, Nursing, Pharmacy, Prosthetics & Orthotics) consisting 02 campuses, namely Navi Mumbai, and Aurangabad. The MGMIHS has NABH/NABL certified Advanced Center Clinical laboratories, cutting edge well equipped Central Research Laboratory; Sleep Medicine and Research Centre; OMICS Research Centre; Centre of Human Movement Science and Animal House for supporting education, research and development. The MGMIHS provides holistic approach & environment for disciplinary and Interdisciplinary research on health & allied sciences. MGMIHS has thrust area of research on Tuberculosis, Diabetes, Osteoporosis: Osteoporosis - Zebra fish - Vertebrate Model Developed for Nano Toxicology Drugs Screening, Mental health & yoga, Physiotherapy, Biomechanics, Radiation effect on fetus new born and children and Covid-19 etc. MGMIHS encourages and extends best possible supports for research and innovation, intensifying the partnership and collaborative research.

And Whereas, ACTREC is the state of art of R&D wing of the Tata Memorial Centre. It is located in the picturesque settings at the foothills of the Sahyadri Mountains in Kharghar, Navi Mumbai. ACTREC comprises of, the Cancer Research Institute (CRI), Clinical Research Centre (CRC) and Centre for Cancer Epidemiology (CCE), a setting that is unique in India and built and evolved with a vision to provide comprehensive cancer care to one and all, through its motto of excellence in services, education and research.

And Whereas, the Scientists in CRI undertake multi-pronged investigations into cancer biology, which address basic and translational research queries using human tumors, experimental

animals and cells in culture, with an aim to provide the tools for chemoprevention, early diagnosis, prognosis and therapy. Commensurate with these goals the research projects at CRI encompass the following thematic – Biomolecular Structure, Function and alteration; Cell and Tumor Biology; Carcinogenesis, Genome Biology and Precision Medicine; Therapy Resistance and Stem Cell Biology; Tumor Immunology and Immunotherapy; Cancer Theranostics and Clinical Pharmacology.

And Whereas, CRC has an important mandate of development of a structured post-doctoral educational programme in every clinical discipline of oncology. This includes Medical and Paediatric Oncology, Cancer Genetics, Bone Marrow and Stem Cell Transplant, Neuro-Oncology, Radiation Biology, High Precision Radiotherapy, Brachytherapy, Surgical Oncology, Surgical Pathology, Hematopathology, Anesthesiology, Microbiology, Radiology, Interventional Radiology and Clinical Research Methodology affiliated to the Homi Bhabha National Institute (a deemed university).

CCE: The Centre for Cancer Epidemiology is commissioned with a focus to assess and evaluate the cancer burden in the country.

Funding: The clinicians, clinician scientists and basic scientists of the Centre are engaged in a large number of clinical trials and audits, as well as institutional, intramural and extramural projects.

The trials involve collaborations between the Centre various other academic institutes and industry. Funding support for most projects come from either the Centre itself or from governmental funding agencies such as DST, DBT, ICMR, etc. While some of the studies are stand alone, the vast majorities are collaborative projects involving close interaction between scientists and/or clinicians within and outside the Centre; some are multicentric international projects.

These three centers have specific agendas, focus and unique capabilities. They work independently and in collaboration towards a common goal i.e., to advance research on all aspects of cancer, improve diagnosis, predict prognosis and treatment outcome of cancer patients, prolong their survival and ultimately cure cance

And whereas, the parties have realized the importance of collaborating with each other jointly leveraging each other's strengths and expertise and hence agree to establish a basis for collaboration according to the terms and conditions set out in this MOU.

And whereas, the parties agree that this MOU (Master MOU) is in no way intended to create a legal or binding obligation on either party. The MOU serves only as a record of the parties' current intentions to enhance relationships of the Institutions going forward. The parties agree that the parties shall as and when required enter into separate independent agreements for the specific collaboration /programs or projects under this MOU.

And whereas, the Parties desire to record the broad terms and conditions that are mutually accepted and agreed to by and between them in this MOU as contained hereunder.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. AREAS OF COOPERATION

The parties shall explore collaboration in the following areas to include but not limited to:

i. Research: To engage in collaborative research projects and jointly supervised PhD projects and to initiate interdisciplinary research project.
ii. Training of post-graduates of MGMIHS in Medical Oncology, Oncosurgery, Oncopathology and Radiotherapy, Oncoanaesthesia, Microbiology, Radiology and Interventional Radiology
iii. Training of nursing and other students of allied branches of MGMIHS in various disciplines of Oncology.
iv. Clinical assistance and expertise of MGMIHS consultants in management of cancer patients (adult and children) of ACTREC in various sub- specialities such as cardiology, nephrology, neurology, endocrinology etc, as ACTREC being a standalone cancer hospital, does not have such expertise.

2. IMPLEMENTATION

i. All programs or activities implemented under the term of this MOU shall be mutually agreed upon in writing and the Parties will enter into a definitive agreement through a separate agreement (MoA), covering specific objectives, activities, timelines, milestones, deliverables, planned dates of intended projects, and other relevant points.
ii. Financial arrangements for each specific programme agreed under this MoU, will be decided mutually on a case- to-case basis and brought on record in each case after due approval from the competent authorities from the Parties.
iii. The roles and responsibilities of each Party will be decided in each definite agreement based on the scope of work.
iv. Both Parties shall be fully responsible for the activities carried out under its direction or by its staff, except as otherwise agreed by Parties
v. Both Parties will designate one officer each who will develop and coordinate specific programs or activities between them.

3. DURATION OF THE AGREEMENT, TERMINATION, AND MODIFICATION

This agreement shall remain in force for an initial period of five (5) years, from the date of the signature/execution by the duly authorized representatives of the parties, and may be renewed by mutual agreement of the parties for a further period thereafter.

Either party may terminate this MOU with 90 days' notice in writing to the other party.

In the event of termination, the parties will take steps to bring the activities under this MOU to a prompt and orderly conclusion. If the MOU is terminated, neither party shall be liable to the other for any monetary or other losses that may result. The parties agree that the Agreements/MOU executed pursuant to this MOU shall be treated as independent and separate agreements/MOU and shall be governed by the terms of the said agreements/MOU.

The parties agree that this MOU if required may be amended with the mutual consent of the parties. All amendments shall be in writing, by way of an addendum, and shall be signed by the authorized representatives of the parties.

4. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU.

i. For Joint projects any Results which are generated by both Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by both Parties who have generated such Joint Results (the "Joint Owners") in proportion to the respective contribution of each Party.

ii. For Jointly conceived and or developed IP Parties will be committed to the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the Parties

iii. Pre-existing materials/IP shall be put on record. In case it is used or bundled in the relevant reports or in the course of the services to be delivered.

iv. The program ideas, innovations, pilots, practices developed by any one party prior to this MoU or independent of each other will be kept confidential, and will not be copied, imitated, replicated or shared by the other party without written consent of the originator party.

v. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement depending on the scope of work undertaken and contribution of the inventors.

5. PUBLICATION.

i. The parties agree that all publications coming out of the joint research shall be jointly published. Research articles shall be published jointly with intimation to both parties. Each party may use such property only for research and scholarly purposes. The parties are free to jointly publish the results arising from the collaboration in any

journal, magazine or publication, or other media with intimation to the other party. Such approvals shall be considered by the Parties post protection of any overlapping IP under protection on a priority basis, preferably within 30 days. Post IP protection, the Parties may agree to publish the result jointly. In such cases, publication costs will be shared jointly.

ii. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

6. NON-DISCLOSURE

Neither Party nor its authorized personnel, students, related personnel, etc. will disclose or make available to any third party any information or confidential information, whether documented or not, relating to the objectives, scope, work, effort, or results of work performed during the period of this MOU or any other documents and or information received under this MOU. Every joint research would have a separate Memorandum of Association (MoA) and may also include a separate non-disclosure agreement signed by the investigators from both institutions as and when required. This MoA would cover general issues and the financial expenses incurred related to respective projects, as applicable & actual by any of the parties, will be addressed separately as the need be.

In this Clause "confidential information" means: (i) all information or data of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans, or affairs of a Party or third party to whom the Party owes a duty of confidence; (ii) any document or information or data marked "Commercial in Confidence" or otherwise expressly designated as confidential and (iii) any information or data which by its nature the recipient ought reasonably to conclude was confidential information of the Party in all cases including all copies of the above on any media (including electronic media) whatsoever, but excludes the following:

a) Information actually known to the disclosing Party prior to its disclosure;

b) Information independently developed by the Party receiving the confidential information or communicated to it in circumstances otherwise than where its disclosure imparted a duty of confidence;

c) Information that is or becomes generally and freely publicly available through no fault of the receiving Party or its servants or agents;

d) Such information which is required to be disclosed to or by any Court, tribunal, or Governmental authority with competent jurisdiction.

TATA MEMORIAL CENTRE ★ Office of the Director (Academics) Mumbai, India ★ टाटा स्मारक केन्द्र

7. **NOTICES**

Any notices given under this MOU will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

The Advanced Centre for Treatment, Research and Education in Cancer (ACTREC)

Address: Kharghar, Navi Mumbai, Maharashtra, India

MGM Institute of Health Sciences

Address - MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209

8. MISCELLANEOUS

a) **Assignment.**

Neither party may assign this MOU or the rights thereunder.

b) **Survival.**

Any of the sections that include any other rights and obligations under this MOU which by their nature should survive, shall survive the expiration or termination of this MOU.

c) **Severability**

If any provision of this MOU becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this MOU and will be deemed to be deleted from this MOU. If such deletion substantially alters the basis of this MOU, the parties will negotiate in good faith to amend the provisions of this MOU to give effect to the original intent/object of the parties under this MOU.

d) **Independent Entities.**

ACTREC and MGMIHS are independent parties and neither is an agent, joint venture partners, or partner of the other.

e) **Order of Precedence.**

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

TATA MEMORIAL CENTRE Office of the Director (Academics) Mumbai, India टाटा स्मारक केंद्र

f) **Entirety.**

This MOU 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.

g) **Amendments.**

The Amendments or changes to this MOU must be in writing and signed by duly authorized representatives of both parties.

h) **Counterparts.**

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

i) **Dispute Resolution.**

In event of dispute or claim between the parties concerning the interpretation of any provision of this MOU or the performance of any of the terms/obligations of/under this MOU, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee. The parties after due discussion shall try their level best to resolve the disputes arising out of this MOU, 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 arbitration shall be held at Navi Mumbai.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.

Through its authorized representative

1. **Advanced Centre for Treatment Research and Education in Cancer TATA Memorial Centre, Navi Mumbai.**

Dr. Sripad D Banavali
Director Academics
TATA Memorial Centre
Date: 20/2/24

Prof. Shripad D. Banavali
MD(Med; Bom); BC(Ped; USA); BE(Ped Hem-Onc; USA)
DIRECTOR ACADEMICS
TATA MEMORIAL CENTRE

In presence of,

Dr. Navin Khattry,
Deputy director,
ACTREC.
Date: 20/2/24.

2. MGM Institute of Health Sciences, Navi Mumbai

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Dr Rajesh Goel,
Registrar,
MGM Institute of Health Sciences,
Navi Mumbai.
Date: 20/2/24

In presence of

1. Dr. Shashank Dalvi
   Vice Chancellor,
   MGM Institute of Health Sciences,
   Navi Mumbai.

2. Dr. Sudhir N Kadam,
   Medical Director,
   MGM Institute of Health Sciences,
   Navi Mumbai

3. Dr. G.S. Narshetty,
   Dean,
   MGM Medical College,
   Navi Mumbai

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2023 ◐ 98AA 272220

April 3, 2024

Memorandum of Understanding

Between

Mahatma Gandhi Mission Institute of Health Science (MGMIHS), Sector 1, Kamothe, Navi Mumbai, Maharashtra 410209

And

Apollo Hospitals Enterprise Limited, Parsik Hill Rd, Sector 23, CBD Belapur, Navi Mumbai, Maharashtra 400614.

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

Mahatma Gandhi Mission Institute of Health Science, Kamothe, Navi Mumbai (MGMIHS) Which expression shall include its constituent units/Medical Colleges and Hospitals) having its office atSector 1, Kamothe, Navi Mumbai, Maharashtra 410209 through its Authorized representative/Vice-Chancellor or Registrar of the First Part.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Dr. Kiran Shingote
Unit Head
Apollo Hospitals, Navi Mumbai

Cont.. 2/-

जोडपत्र - २ / Annexure-II

03 APR 2024

मुद्रांक विक्री नोंदणी अनु क्र. 936 दिनांक

दस्ताचा प्रकार MOU दस्त नोंदणी करणार आहात का ? होय/नाही

मिळकतीचे वर्णन

मुद्रांक विकत घेणा-याचे नाव Mahatma Gandhi Mission Institute of Health

दुस-या पक्षकाराचे नाव Apollo Hospitals Enterprise Ltd

हस्ते असल्यास नाव, पत्ता Arvind Vartak सही

मुद्रांक शुल्क रक्कम 100

मुद्रांक विक्रेत्याची सही व विक्रीचे ठिकाण

राणे स्टॅम्प वेंडर, दुकान क्र.३१, प्रभात सेंटर, सेक्टर-१-अे, सी.बी.डी.बेलापूर, नवी मुंबई-४००६१४

(सौ.डी.बी.राणे)
परवाना क्र.१२०१०४१

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

and

Apollo Hospitals Enterprise Limited(AHEL), Plot # 13, Off Uran Road, Parsik Hill Rd, Sector 23, CBD Belapur, Navi Mumbai, Maharashtra 400614 (AHEL) having its registered cum corporate office at 7-1-617/A, 615 & 616, Imperial Towers, 7th Floor, Ameerpet, Hyderabad – 50038 through its Authorized Signatory, Dr. Kiran Shingote, COO, Apollo Hospitals Enterprise Limited hereinafter referred as "ASH", which expression shall include its subsidiary, successors and assigns) of the Second Part.

MGMIHS and AHEL are jointly referred as the Parties or Institutions and individually referred to by their name.

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

And Whereas pursuant to various meetings and discussions the parties have agreed to conduct certain programs/course 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 hereto as Annexure A collectively.

The "MGMIHS" and "AHEL" 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 Institute of Health Science Trust, Navi Mumbai (MGMIHS)

The MGMIHS was established on 30th August 2006 with a futuristic vision to provide qualitative education by applying innovative and dynamic pedagogical techniques. Since its inception, MGMIHS has focused on providing Health Care Services, Medical Education with utmost dedication and commitment. Service to society at the grassroots level has been the basic vocation of MGMIHS along with education. MGMIHS has been instrumental in providing prompt and efficient health care service to the economically weaker sections of society. The Teaching Hospitals and Medical Colleges underscore its commitment to human resource development and social health and welfare.

Apollo Hospitals Enterprise Limited(AHEL),
Apollo Hospitals Enterprise Limited, Plot # 13, Off Uran Road, Parsik Hill Rd, Sector 23, CBD Belapur, Navi Mumbai, Maharashtra 400614 (AHEL), a company registered under the Companies Act and having its registered cum corporate office at 7-1-617/A, 615 & 616, Imperial Towers, 7th Floor, Ameerpet, Hyderabad – 50038. AHEL is a company registered under thecompanies Act and having its office at 19, Bishop Gardens, Raja Annamalipuram, Chennai 600006. ASH has all valid and subsisting approvals and licenses and is eligible to execute and enter into this MOU.

Apollo Hospitals Enterprise Limited, is located and has its operational health care facilities for needy patients at Belapur, Navi Mumbai. It has high-precision and advanced facilities for Cancer Management like Oncology surgery, Oncology Chemotherapy and Oncology Radiotherapy. Hereinafter, Radiotherapy will be referred to as "RT", Diagnostic Radiology as "RD" and Nuclear Medicine as "NM". This institution provides state-of-the-art facilities for cancer patients. It also has Brachytherapy treatment facilities for cancer patients.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Dr. Kiran Shingote
Unit Head
Apollo Hospitals, Navi Mumbai

With best possible clinical protocols, laboratory and advanced equipment for cancer management, this institution is 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, all essential equipment as per Atomic Energy Regulatory Board, herein referred to as "AERB" and Bhabha Atomic Research Centre "herein referred to as "BARC", libraries, laboratories which, if associated with each other will only help each other, enhance and improve the learning experience and in-depth and comprehensive practical knowledge, experience and training of the students whenever it is required.

NOW THEREFORE THIS MOU WITNESSETH AS FOLLOWS:

1. Objectives of the MOU:

Both the Parties agree:

- To develop the overall academic and managerial skill in graduate studentsto effectively with the application of appropriate technologies and its strategies.
- To offer Masters to improve the employability skills
- To conduct training programs, workshops, seminars, continued medical education, and other awareness activities in the area of Oncology Healthcare Management and medicine and therein the Radiotherapy and its inter-linked departments which are mutually aggregable.

2.Areas of Collaboration

- To cooperate in the exchange of information and knowledge through lectures related to their activities in the field of mutual interest at Apollo Hospitals Enterprise Limited, Plot # 13, Off Uran Road, Parsik Hill Rd, Sector 23, CBD Belapur, Navi Mumbai, Maharashtra 400614 (AHEL) as required in the program M Sc (Medical Physics).
- To cooperate in the exchange of information through practicals and hands-on on at Apollo Hospitals Enterprise Limited, Plot # 13, Off Uran Road, Parsik Hill Rd, Sector 23, CBD Belapur, Navi Mumbai, Maharashtra 400614 as required in the program M Sc (Medical Physics) for Semester I, Semester II, Semester III and Semester IV.
- To cooperate in exchange of information through one-year full time internship and hand's on at Apollo Hospitals Enterprise Limited, Plot # 13, Off Uran Road, Parsik Hill Rd, Sector 23, CBD Belapur, Navi Mumbai, Maharashtra 400614as required in the program M Sc (Medical Physics) for semester V and Semester VI.

3. The Program

- The program under this present MOU covers the course asMasters of Science in Medical Physics herein also referred to as M. Sc. (Medical Physics).

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai 410 209

Dr. Kiran Shingote
Unit Head
Apollo Hospitals, Navi Mumbai

- Duration of the course: The total duration of the course is three years wherein the two years will be a full-time course and one year will be the internship in the hospital.

- The course entails theory and practical training. The parties agree and undertake that the parties will jointly conduct the program and the courses thereunder. The course will be conducted at the premises of both parties as per the required and available infrastructure and faculties. The Parties agree and acknowledge that the facilities and the infrastructure are adequate to run the program as per AERB and BARC. Both parties agree that the students shall be permitted to use the facilities under supervision during the term of the course.

- The parties agree that the experts shall visit the MGMIHS premises as visiting/honorary faculty, the schedule of which shall be synchronized. The students will be permitted to use the infrastructure and equipment at Apollo Hospital Enterprises, Belapur as per the schedule agreed upon. Such activities will be under the supervision of Apollo Hospital, Belapur.

- The parties agree to exchange and sharing of technical and scientific data and research material, solely for education and research.

- Faculty of MGMIHS and Apollo Hospital depending on their qualifications and experience can act as mentors/co-guides/supervisors to the students pursuing this course as the case may be.

- To facilitate the implementation plan of this MOU, both parties agree to have regular communication and correspondence, all of which shall be also copied to the Head of the Department of Medical Physics (MGMIHS, Kamothe) and Chief Medical Physicist (Apollo Hospital, Belapur) keeping copies to the Competent Authorities of both parties. Only written communications shall be considered as valid official communications.

- This MOU shall be effective and comes into force upon the signatures of the authorized signatories of both parties. It shall be subject to revision only by a written and duly executed agreement/addendum between parties.

- The parties agree to make efforts to staff/students with their projects/dissertations and any other scientific assignments provide support, and train them adequately with the required infrastructure.

4. Administration

- The Authorized Signatories of both MGMIHS and AHEL shall jointly administer and supervise the program and the course 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 the Department of Medical Physics (MGMIHS, Kamothe) and Chief Medical Physicist (Apollo Hospital, Belapur).

- This report then shall be forwarded to the Competent Authorities of both parties for further review and suggestions.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Dr. Kiran Shingote
Unit Head
Apollo Hospitals, Navi Mumbai

5. OBLIGATION OF PARTIES

- MGMIHS and AHEL through its Apollo Hospital have agreed that in support of their mutual interest in the field of education and community service, both the parties shall undertake the following obligations.

A. Obligations of MGMIHS:

- To provide a Masters full-time program in Medical Physics to the B. Sc. Graduates with Physics as a main subject.
- To provide technical support and expertise in developing professional courses related to this field.
- To provide an exchange of information through lectures by faculty or subject experts of MGMIHS during the course relating to their activities in fields of mutual interest.
- To arrange for and make available the required classroom/s, library, workspace for the provision of training/lectures to the enrolled students as may be mutually agreed from time to time.
- To conduct assessments/examinations, and evaluations and issue necessary educational documents and certificates to the students after completion of the program/course.
- To prepare the marks memos and dispatch the post-graduate degree certificates to the eligible candidates.
- To provide travel expenses to the faculty at both the places related to the visits for lectures/sessions, talks and workshops will be reimbursed by the MGMIHS as per rules.
- To encourage and provide all support to the faculty and students to organize conferences, workshops, seminars etc. The faculty, students, and staff shall be encouraged to participate in such activities to interact with each other for their academic and professional growth. These programs may be informed well in advance as and when required with due permission from the competent authorities.

B. Obligations of Apollo Hospital/ASH

- There will be "No Financial Obligation" to Apollo in any matter during their program.
- To provide technical support, training and facilities including but not limited to thelaboratory facility for the students, and faculties from MGMIHS under this program.
- To provide access to the students in the OPDs of the respective departments related to this course.
- To provide permission to interact with the patients for any assistance if required by the patient.
- To provide all support to the students under supervision for access to the area related to this program.
- To arrange for and make available the required workstations, classroom/s, library, and workspace for the provision of training/lectures to the enrolled students as may be mutually agreed from time to time.
- To encourage and provide all support to the faculty and students to organize conferences, workshops, seminars etc.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Dr. Kiran Shingote
Unit Head
Apollo Hospitals, Navi Mumbai

- The faculty, students, and staff shall be encouraged to participate in such activities to interact with each other for their academic and professional growth.
- These programs may be informed well in advance as and when required with due permission from the competent authorities.
- The practicals and internship is during 2024-2026 and 2026-2027 respectively. Apollo Hospital may assign a project to them. All the clinical data etc will be the property of Apollo Hospital and will not presented or published anywhere without the consent and approval from Apollo Hospital.
- Students will follow all the rules, regulations, and disciplines of Apollo Hospital.
- Apollo Hospital may keep their attendance and share with us for review if you feel appropriate.
- Apollo Hospital may ask students to present their work in a short meeting for any suggestions and feedback from Apollo Hospital.
- The students will be involved in all the tasks assigned to them during the internship period.
- Their internship may cover their involvement broadly in the Radiotherapy, Radiology and Nuclear Medicine Departments as governed by Apollo Hospital.
- Upon completion of a one-year internship at Apollo Hospital, students will report to the University and will undergo the Semester End Examinations.
- The Degree will be offered to them once they successfully qualify all the assessments during this course.
- Apollo Hospital may give awareness to these students in other applicable departments where radiation facilities are utilized.

Committee:

- The MGMIHS and Apollo Hospital shall appoint the Coordinator/Authorized representative at their respective offices who shall be responsible for coordinating all communications, supervising, and directing the implementation of the MOU. Activities like examinations, admission, and administrative matters will be monitored through a committee of MGMIHS.

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

Duration:

- The MOU shall become effective (3rd April 2024) as and when this document is executed by the authorized officials of both parties and shall remain in force for a period of "Five years ("Term").

- Upon the completion of this term, the MOU may further be renewed for a period of another five years or a mutually agreed period upon the consent of both parties.

- The course would be recognized as Master of Science in Medical Physics [M. Sc. (Medical Physics)].

- The program will be tentatively started from the Academic year 2024-2025 at the MGM University, Kamothe, Navi Mumbai.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Dr. Kiran Singote
Unit Head
Apollo Hospitals, Navi Mumbai

Students Intake:

- The total number of students admitted to this course may be five depending on the decision of the competent authorities at the University
- The students enrolled in the course may be at Apollo Hospital for the course practical from 2024-2026
- For internship, a minimum two students may be at Apollo Hospital for a variable period (minimum of three months and maximum for twelve months) starting from July-August 2026.
- After a minimum period of three months, if required, the University may rotate the student to any other AERB-approved Cancer Facility under MGMIHS as per the decision by the competent authorities at the University.
- The faculty at the University will be the mentor of the student during the internship period. The students will be under the supervision of the staff at Apollo Hospital.
- The student to submit the internal report duly signed and approved by Apollo Hospital's respective authorities to the University for the duration of the internship period.
- The University will provide a final internship certificate to the student as per the regulatory requirement.

Financial Provisions:

Fees and Expenses

- The parties in consultation jointly decide upon the fees and other charges for the course.

Scope of practical support and internship

- The students will be trained thoroughly in practical aspects of the program at the appropriate places/labs when required or the schedule decided by the Apollo Hospital during practicals and internships etc.
- The detailed scope of support where the students shall be trained is listed below:

Dr. [illegible] B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3(A) of UGC Act, 1956)
[illegible]

Dr. Kiran Shingote
Unit Head
Apollo Hospitals, Navi Mumbai

Broad Scope of Practicals and Internship

Sr. No.	Request of Support	Support details
1.	**Teletherapy** All tasks related to all available **high energy x-ray beams and all available electron beams available with the Linear Accelerator**	Equipment Specifications Beam data acquisition, Beam modeling, Validation, Relative and Absolute Dosimetry and Periodic QA/QC, Audits, Treatment Planning and Plan Evaluation, CBCT, analysis Networking, Record, and verification, Machine and Patient-specific QA, In vivo dosimetry, Film/TLD Dosimetry, Troubleshooting and minor maintenance, Log files and record-keeping, Special procedures (TBI/TMLI/TSET....), Radiation survey for X-Rays, Electrons and Neutrons, AERB related compliances
2.	**Brachytherapy** All tasks related to HDR Remote Afterloader Brachytherapy	Specifications, Layout, Techniques, brachytherapy sources, dosimetry protocols. Calibration, Acceptance, commissioning, and quality assurance, Imaging treatment planning, plan evaluation Record & Verification, Radiation survey Disposal, AERB related compliances, QA
3.	**QA of all RT /RD/NM equipment**	
4.	**4DCT Simulator**	Layout, Acquisition (3D/4D), Site specific simulations, Use of CT Simulator for Teletherapy and Brachytherapy, QA, Safety
6.	**Mould room**	Immobilization, patient positioning and alignment, setup errors etc
7.	**Radiology Department**	Multimodality imaging (CT/MR), networking, PACS etc, QA
8.	**Nuclear Medicine & High Dose Therapy**	PET-CT, Gamma Camera, Cyclotron, High Dose therapy, QA, Application in RT Layout, Department activities, Radiation protection, Log files and records Dosimetry, QA/QC, Safety, Documentation AERB related compliances
9.	**Other departments where Radiation is utilized**	
10.	**Any other relevant practical aspects**	

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Dr. Kiran Shingote
Unit Head
Apollo Hospitals, Navi Mumbai

Fee Share:

- MGMIHS will collect fees from the students and shall pay the fees to AHEL within 30 days after the last date for receiving fees from the students.
- The basis of the fee share will be the ratio of credits assigned for theory and practicals.
- Payment shall be subject to TDS as per the applicable rate.
- The parties agree to share the fees as under:

Course	Year	Semester	Tuition Fee Share (%)	
			Apollo Share (%)	MGMIHS Share (%)
M. Sc. (Medical Physics)	First	I & II	33	67
M. Sc. (Medical Physics)	Second	III & IV	33	67
Internship (full time one year)	Third	V & VI	NA	NA

Cost of GST if any applicable shall be borne by MGMIHS.

AMENDMENT, DURATION AND TERMINATION OF MOU

- 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.
- 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 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.
- 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 stakeholders are met in full after the notice of termination.
- The termination 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.

MISCELLANEOUS:

- If any provision of this MOU 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 affected provision.
- 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 approval of the other party.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Dr. Kiran Shingote
Unit Head
Apollo Hospitals, Navi Mumbai

- The parties agree to comply with all laws applicable within the jurisdiction of the signatories below.
- Parties shall conduct their activities following all the statutory regulations and law of the land in letter and spirit.

ASSIGNMENT

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

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 program between the parties and/or their employees, the terms of this agreement will prevail.

Entirety

This agreement represents the entire agreement and understanding between the parties concerning 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.

Counterparts

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

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 discussion shall try their level best to resolve the dispute 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. Processing of Arbitration shall be in English. Cost of Arbitration shall be bear by the Parties jointly.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Dr. Kiran Shingote
Unit Head
Apollo Hospitals, Navi Mumbai

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, 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 Hospital Enterprise Limited

Dr. Kiran Shingote
Unit Head
Apollo Hospitals, Navi Mumbai

Date 3/4/2024

On Behalf of Mahatma Gandhi Institute of Health Sciences

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai 410 209

Date 3/4/2024

WITNESSESS with date

1. 8/4/2024 (Dr. Mahendra More)

2. Prasenjit Roy

1. 3.4.2024 Dr. R.A. Kinhikar

2. 03/04/24. Dr. Mansee Thaker.

Director
MGM School of Biomedical Sciences
MGM Institute of Health Sciences
Kamothe, Navi Mumbai- 410 209, India

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2024 ◑ 07AB 163016

जिल्हा कोषागार कार्यालय ठाणे

जिल्हा कोषागार कार्यालय, ठाणे

27 JUN 2024

लघुलेखक वरिष्ठ लिपीक / लिपीक

MGM SCHOOL OF BIOMEDICAL SCIENCES
Inward No. MGM/SBS/ 2991
Date 26/7/24
Receiver Signature

MGM SCHOOL OF BIOMEDICAL SCIENCES,
NAVI MUMBAI
(A constituent unit of MGM INSTITUTE OF HEALTH SCIENCES)
(Deemed University u/s 3 of UGC Act 1956)
Grade "A++" Accredited by NAAC
Sector 1, Kamothe Navi Mumbai-410209,
Tel.No:022-27437631, 27432890
Email. sbsnm@mgmuhs.com / Website: www.mgmsbsnm.edu.in

Under

ZEBCOG-Zebrafish laboratory,
Department Of Medical Biotechnology
MGM School of Biomedical Sciences, MGMIHS
Central Research Laboratory (Ground Floor),
Kamothe Navi Mumbai-410209

BHARATI VIDYAPEETH'S COLLEGE OF PHARMACY,
Sector 8, CBD, Navi Mumbai,
Maharashtra-400614,
Tel.No: 022-27571505/ 27571122.
Email. principal.bvcop@bharatividyapeeth.edu /
Website: www.bvcop.in

Under

Pharmacology Department,
Bharati Vidyapeeth's College of Pharmacy,
Sector 8, CBD, Navi Mumbai, Maharashtra-400614

Date - 15th July 2024

Director
MGM School of Biomedical Sciences
MGM Institute of Health Sciences
Kamothe, Navi Mumbai- 410 209, India

PRINCIPAL
BHARATI VIDYAPEETH
College of Pharmacy
Sector-8, C.B.D. Belapur,
Navi Mumbai-400614.

-2 JUL 2024

जोडपत्र - १ / फक्त प्रतिज्ञापत्रासाठी

मुद्रांक विक्री नोंदणी अनु. क्र. 29766 दिनांक

PRINCIPAL
B.V.'s College of Pharmacy
Navi Mumbai - 400 614.

मुद्रांक विकत घेणा-याचे नाव

राहिवासी पत्ता

मुद्रांक विकत घेणा-याची / हस्ते सही Anand mahadik

मुद्रांक विक्रेत्याची सही व विक्रीचे ठिकाण
राणे स्टॅम्प वेंडर, दुकान क्र. ३१, प्रभात सेंटर,
सेक्टर-१-अे, सी.बी.डी.बेलापूर, नवी मुंबई-४००६१४

(सौ.डी.बी.राणे)
परवाना क्र.१२०२०४१

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरने बंधनकारक आहे.

PREAMBLE:

The MEMORANDUM OF UNDERSTANDING (MoU) made on (15th July 2024) between the **ZEBCOG-Zebrafish Laboratory, Department of Medical Biotechnology, MGM School of Biomedical Sciences, Navi Mumbai,** which is a constitutent unit under MGMIHS, a deemed to be University under section 3 of the University Grants Commission Act,1956 having its office at – **MGMSBS, MGM Medical College Building, Second floor, Sector 1, Navi Mumbai 410209** through the Lab in-charge and Director (hereinafter referred to as the party of the **"First Part/MGMSBSNM-ZBT"** which expression shall, unless repugnant to the context thereof, include its, successors and assigns.) and **Bharati Vidyapeeth's College of Pharmacy, Sector 8, CBD, Navi Mumbai, Maharashtra-400614** through Bharati Vidyapeeth's College of Pharmacy , Pharmacology Head of Department and the Principal (hereinafter referred to as the party of the **"Second Part/BVCOP"** which expression shall, unless repugnant to the context thereof, include its, successors and assigns).

SCOPE AND OBJECTIVES OF MoU:

The scope and objectives of MoU are defined as:

MGMSBSNM-ZBT and BVCOP agree to sign MoU for sharing academic, clinical training/internship, on job training, project work, student/faculty exchange and for collaborative research programmes to get the Mutual Benefits.

DURATION OF MoU:

This MoU comes into effect from the date of its signing and will remain in force for a period of **three/five Years**. Its validity can be extended by mutual agreement between both the parties.

Director
MGM School of Biomedical Sciences
MGM Institute of Health Sciences
Kamothe, Navi Mumbai- 410 209, India

PRINCIPAL
BHARATI VIDYAPEETH
College of Pharmacy
Sector-8, C.B.D. Belapur,
Navi Mumbai-400614.

RESPONSIBILITIES OF MGMSBSNM-ZBT, KAMOTHE, NEW MUMBAI AND BVCOP, CBD BELAPUR, NAVI MUMBAI:

Specific Roles of both the parties:

1. Provide technical support and facility for the students under the UG & PG program
2. The prospective students will be allowed to undergo preferential training for existing facilities in in the respective units as per existing institutional policies and charges.
3. Provide academic staff and necessary infrastructure for smooth conduct of the training.
4. Exchange of information through lectures and practical's relating to their activities in field of mutual interest.
5. Provide internship / dissertation opportunities to students on payment basis as per respective institute policies.
6. Arrange observership programs for the students on payment basis as per respective institute policies.

Common Activities by Both the Parties

1. Both institutions agree to supply work space, library and technical facilities as applicable.
2. The consultancy and travel expenses related to the visits for lectures/sessions will be borne by the students themselves.
3. The MoU may be amended, renewed and terminated by mutual written agreement between the Heads of departments of both the institutes.
4. Either institute shall have the right to terminate this MoU with a 60 days prior notice period in writing to the partnering Institute.

Director
MGM School of Biomedical Sciences
MGM Institute of Health Sciences
Kamothe, Navi Mumbai- 410 209, India

PRINCIPAL
BHARATI VIDYAPEETH
College of Pharmacy
Sector-8, C.B.D. Belapur,
Navi Mumbai-400614.

5. Both the institute will organize conferences, workshops, seminars etc. in a collaborative manner. The faculty, students and staff for each institute shall be encouraged to participate in such activities so as to interact with each other for their academic and professional growth; such programme will be conducted by both the institutions with information to each other in advance, as and when required.
6. Both institutes mutually agree to exchange staff / students for their projects, clinical training/internship, on job training, project work, and student/faculty exchange and for collaborative research programmes to get the Mutual Benefits and all the charges will be borne by individual students as per the institute's rules and regulations.
7. Institutes mutually agree to help each other to establish and develop laboratories, research centers, etc. as and when required.
8. Faculties of both institutes depending on their qualifications and experience can act as co-guides to the students pursuing the M.Sc. and Ph.D. programmes as the case may be as per institutional policy.
9. Any financial matters will be dealt with mutual agreement and as per institutional policies.
10. Areas for faculty development can be identified and joint proposals shall be submitted to various funding agencies like ICMR, DST, BRNS, and RGSTC etc.
11. Both the institutes will participate in relevant government programs / schemes to take mutual benefits of Institute - Institute collaborations where ever possible.
12. Both institutes mutually agree that Publications of the joint research carried out will be done jointly by both the Institutes incorporating the names of all the contributors and sharing the cost with mutual discussion.
13. This document is in no way intended to create a legal/financial binding or obligations on either party. It serves only as a record of the parties' current intentions to enhance relationship of the Institute and Institute going forward.

Director
MGM School of Biomedical Sciences
MGM Institute of Health Sciences
Kamothe, Navi Mumbai- 410 209, India

PRINCIPAL
BHARATI VIDYAPEETH
College of Pharmacy
Sector-8, C.B.D. Belapur,
Navi Mumbai-400614.

General Conditions:

1. The MoU will be valid for a period of 5 years to ensure smooth conduct of the activities under the MoU and to achieve the objective of the MoU. The parties may further extend/renew the MoU on terms and conditions as mutually agreed. Within the aforesaid period of 5 years, the MoU may be terminated only by mutual consent. Once the MoU is terminated no new activity will be conducted by and between the parties. However, the parties undertake to complete the activities, programs etc which have already been commenced or are in progress pursuant/under this MoU.
2. No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement.
3. Neither Party nor its authorized personnel, students, related personnel, etc. will disclose or make available to any third party any information or confidential information, whether documented or not, relating to the objectives, scope, work, effort, or results of work performed during the period of this MOU or any other documents and or information received under this MOU.
4. The parties will jointly conduct meetings in offline or online mode to ensure that the activities/programs undertaken under this MoU, by and between the parties are conducted in a proper manner and as per the schedule laid down.

NOTICES

Any notices given under this Agreement will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

Director
MGM School of Biomedical Sciences
MGM Institute of Health Sciences
Kamothe, Navi Mumbai- 410 209. India

PRINCIPAL
BHARATI VIDYAPEETH
College of Pharmacy
Sector-8, C.B.D. Belapur,
Navi Mumbai-400614.

MGMSBSMBT:-

Address: ZEBCOG-Zebrafish Laboratory, Department of Medical Biotechnology, MGMSBS, MGMIHS Medical college building, Central Research Laboratory(Ground floor), Sector 1, Kamothe Navi Mumbai-410209, Tel.No:022-27437631, 2743289. Email. sbsnm@mgmuhs.com / Website: www.mgmsbsnm.edu.in

BVCOP:-

Address: BHARATI VIDYAPEETH'S COLLEGE OF PHARMACY, Sector 8, CBD, Navi Mumbai, Maharashtra-400614, Tel.No: 022-27571505/ 27571122. Email. principal.bvcop@bharatividyapeeth.edu / Website: www.bvcop.in

MISCELLANEOUS

a. **Assignment.**

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

b. **Survival.**

Any of the sections that include any other rights and obligations under this Agreement which by their nature should survive, shall survive the expiration or termination of this Agreement.

c. **Severability**

If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement. If such deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent/object of the parties under this MOU.

Director
MGM School of Biomedical Sciences
MGM Institute of Health Sciences
Kamothe, Navi Mumbai 410 209 India

PRINCIPAL
BHARATI VIDYAPEETH
College of Pharmacy
Sector-8, C.B.D. Belapur,
Navi Mumbai-400614.

d. **Independent Entities.**

MGMSBSNM-ZBT and BVCOP are independent parties and neither is an agent, joint venture partners, or partner of the other.

e. **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.

f. **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.

g. **Amendments.**

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

h. **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.

i. **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

Director
MGM School of Biomedical Sciences
MGM Institute of Health Sciences
...the N... (M) 209, India

PRINCIPAL
BHARATI VIDYAPEETH
College of Pharmacy
Sector-8, C.B.D. Belapur,
Navi Mumbai-400614.

matters in dispute shall be first settled amicably by mutual discussion between the Director of **MGMSBS, NM and principal of BVCOP** 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.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Mou on DATE 15th July 2024, including all the terms and conditions mentioned herein above.

PARTIES

Through	**Through**
Dr. Himanshu Gupta Lab In-charge- ZEBCOG-Zebrafish Laboratory, Dept of Medical Biotech, CRL(Ground Floor), Medical College Building, MGMIHS, Navi Mumbai-410201	**Dr. Swati R. Dhande**, Head of Pharmacology department, Bharati Vidyapeeth's College of Pharmacy, Sector 8, CBD, Navi Mumbai, Maharashtra400614
HOD & Director	**Principal**
Dr. Mansee Thakur **MGM School Of Biomedical Sciences**, Navi Mumbai, (A Constituent Unit Of **MGM Institute Of Health Sciences**), Sector 1, Kamothe, Navi Mumbai-410209	**Dr. Vilasrao J. Kadam** **BHARATI VIDYAPEETH'S COLLEGE OF PHARMACY,** Sector 8, CBD, Navi Mumbai, Maharashtra-400614

Director
MGM School of Biomedical Sciences
MGM Institute of Health Sciences
Kamothe, Navi Mumbai- 410 209. India

PRINCIPAL
B.V.'s College of Pharmacy
Navi Mumbai-400614.

B.V.S. College of Pharmacy ESTD. 1993 Navi Mumbai

WITNESS
1. Yogesh Patil

2. Dr Avinash Narayankar

Dated : 15th July 2024

WITNESS
1. Mr. Baban S. Thawkar

2. Dr. Pallavi A. Patil

Dated: 15th July 2024

1. The MGM Institute of Health Sciences hereby agrees that in addition to the terms of this agreement, it shall be subject to, bound and governed by the terms and conditions of the said Consortium Agreement (Annexure 1).

2. The MGM Institute of Health Sciences, hereby agrees that, upon execution hereof, it shall be assigned/accorded the status of a Member in the Healthcare Consortium and shall duly discharge or partake in all activities of the said consortium as per the terms of the said Consortium Agreement and the guidelines issued by the Advisory Committee from time to time.

3. The said Consortium Agreement (annexed hereto as Annexure 1) and the terms thereof are incorporated in its entirety herein by reference and form an integral part of this agreement.

4. IITB is executing this agreement with the MGM Institute of Health Sciences as a confirming party for inclusion of the MGM Institute of Health Sciences as a Member of the said consortium, as authorized by the Governing Council.

IN WITNESS WHEROF, the authorized representatives of the parties hereto, have executed this New Member Agreement as set forth below;

MGM Institute of Health Sciences, Kamothe, Navi Mumbai

By: _____

Name:Lt. Gen. Dr. Shibban .K. Kaul

Title:Pro Vice Chancellor

Date: 15th October, 2015

INDIAN INSTITUTE OF TECHNOLOGY BOMBAY, FOR CONSORTIUM

By: _____ 26/10/15

Name: Prof. K. P. Kaliappan

Title: _____

Date:

For Director, IIT Bombay

By: _____

Name: Dr. Rajani Mullerpatan

Title: Prof – Director, Physiotherapy

Date: 15th October, 2015

RMullerpatan

(2/2)

To,
The Director
IIT Bombay

Letter of Intent

I am writing in connection with the Healthcare Research Consortium at IIT Bombay.

This is to confirm our principle interest to participate as a member of the consortium. We understand that this may involve sharing facilities, pooling expertise, participating in joint educational and training programmes and research projects for mutual benefit.

We nominate the undersigned _____, from _____, as a nodal point to represent our organization in the healthcare research consortium.

As active members of the Consortium, we agree to initiate and/or participate in conducting workshops, seminars, conferences, joint projects or any other research/ educational/ societal level ventures that will promote the Consortium as a multi-disciplinary platform for healthcare research in India.

We look forward for working together along with other consortium members to make a greater impact to healthcare in time.

Organization Representative

12th May ~~[illegible]~~ 2015

Hon'ble Vice chancellor -

Sir, following our meeting yesterday, may I request your opinion on the faculty member nominated by MGMIHS as a point of contact.

In all earlier communications & meetings I have represented MGMIHS.

Please advise. After your advice, I shall complete the LOI on MGMIHS letter head & seek your signature. Thank You.

Kind Regards.

RMullerpatan

Signatory of non-JOI
PVC Dr Kaul -
&
Dr. Rajani Mullerpatan

RMullerpatan

MGM INSTITUTE OF HEALTH SCIENCES

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

Grade 'A' Accredited by NAAC

To,

The Director
IIT Bombay

Letter of Intent

I am writing in connection with the Healthcare Research Consortium at IIT Bombay.

This is to confirm our principle interest to participate as a member of the consortium. We understand that this may involve sharing facilities, pooling expertise, participating in joint educational and training programmes and research projects for mutual benefit.

We nominate the undersigned Lt.Gen. Dr.S.K.Kaul & Prof.Rajani.P. Mullerpatan, from MGMIHS, as nodal points to represent our organization in the healthcare research consortium.

As active members of the Consortium, we agree to initiate and/or participate in conducting workshops, seminars, conferences, joint projects or any other research/ educational/ societal level ventures that will promote the Consortium as a multi-disciplinary platform for healthcare research in India.

We look forward for working together along with other consortium members to make a greater impact to healthcare in time.

Organization Representatives

Lt.Gen. Dr. S.K.Kaul,
Pro Vice Chancellor
MGMIHS
Email: pvc@mgmuhs.com
Tel.: 022-27437602

Prof.Rajani P Mullerpatan
Prof-Director, Physiotherapy &
MGM Centre for Human Movement Science
MGMIHS, Navi Mumbai
Email: rajani.kanade@gmail.com
Mobile: 9920048476

Date: 18.05.2015

O/C

NEW MEMBER AGREEMENT

This agreement is made and entered into on this 15th day of October, 2015 between;

Indian Institute of Technology, Bombay, a research and educational institution in technology and engineering disciplines established by a special act of Parliament of Republic of India having its office at Powai, Mumbai-400 076, India, hereinafter referred to as 'IITB' and **MGM Institute of Health Sciences**, Kamothe Navi Mumbai, 410209

MGM Institute of Health Sciences, Kamothe Navi Mumbai registered under societies Act, 1860 and having its registered office address at MGM campus, sector 1, Kamothe Navi Mumbai 410209 hereinafter referred as "MGM Institute of Health Sciences".

WHEREAS A Healthcare Consortium was formed vide a Consortium Agreement dated 7th September, 2011 between Indian Institute of Technology, Tata Memorial Centre, National Institute of Research in Reproductive Health, **King** Edward Memorial Hospital and Span Diagnostics Ltd (the 'Consortium Agreement' -Annexure -A) for the objectives and modes of collaboration as contained therein.

WHEREAS in pursuance thereof a Healthcare Consortium was formed to carry out and effectuate the purposes under the said Consortium Agreement with the aforestated founding partner organizations as Members thereof. The Healthcare Consortium has undertaken and started many health care activities/projects and initiatives as envisaged under the said agreeement.

WHEREAS the MGM Institute of Health Sciences has shown its interest, intends to and is keen to join and partake in the activities of the said Healthcare Consortium vide its letter/proposal dated 10th April 2015 to the Consortium.

WHEREAS In view of the aforesaid letter/proposal reflecting the desire of MGM Institute of Health Sciences intending to become a Member of the Healthcare Consortium, the Advisory Committee has accepted/approved such a proposal of the MGM Institute of Health Sciences, to become a new Member of the Healthcare Consortium, in its Board meeting dated 10th April 2015. Further, the Advisory Committee has approved and authorized IITB to enter into an agreement with MGM Institute of Health Sciences for inducting in the Healthcare Consortium as a New Member based on the condition that such intending New Member agrees to the terms of the Consortium Agreement.

Now, therefore, the Parties hereto, agree to the following:

(1/2)

RD Nilkanthan

1. The MGM Institute of Health Sciences hereby agrees that in addition to the terms of this agreement, it shall be subject to, bound and governed by the terms and conditions of the said Consortium Agreement (Annexure 1).

2. The MGM Institute of Health Sciences, hereby agrees that, upon execution hereof, it shall be assigned/accorded the status of a Member in the Healthcare Consortium and shall duly discharge or partake in all activities of the said consortium as per the terms of the said Consortium Agreement and the guidelines issued by the Advisory Committee from time to time.

3. The said Consortium Agreement (annexed hereto as Annexure 1) and the terms thereof are incorporated in its entirety herein by reference and form an integral part of this agreement.

4. IITB is executing this agreement with the MGM Institute of Health Sciences as a confirming party for inclusion of the MGM Institute of Health Sciences as a Member of the said consortium, as authorized by the Governing Council.

IN WITNESS WHEROF, the authorized representatives of the parties hereto, have executed this New Member Agreement as set forth below;

MGM Institute of Health Sciences, Kamothe, Navi Mumbai

By: _____

Name:Lt. Gen. Dr. Shibban .K. Kaul

Title:Pro Vice Chancellor

Date: 15th October, 2015

INDIAN INSTITUTE OF TECHNOLOGY BOMBAY, FOR CONSORTIUM

By: _____ 26/10/15

Name: Prof. K. P. Kaliappan

Title: _____

Date:

By: _____

Name: Dr. Rajani Mullerpatan

Title: Prof – Director, Physiotherapy

Date: 15th October, 2015

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MGM INSTITUTE'S UNIVERSITY DEPARTMENT OF PHYSIOTHERAPY
(MGM IUDOP)
AND
WORLD SPINE CARE (WSC)
For rendering assistance, guidance and expertise for
establishment of World Spine Care programme of MGM IUDOP at
MGM Hospital, Kamothe, Navi Mumbai

This Memorandum of Understanding is entered into on November 10, 2016 between MGM Institute's University Department of Physiotherapy, Navi Mumbai, represented by its Director **(hereinafter referred to as MGMIUDOP)** and World Spine Care, a not for profit corporation created pursuant to the laws of the State of California **(hereinafter referred to as WSC)**, and herein after jointly referred to as Participants and in the singular as Participant":

(A) And whereas the Participants acknowledge that spinal injuries and disorders are amongst the most serious and debilitating health problems with the general population and more particularly in the working class, the labour class and the underserved/economically challenged communities in and around Navi Mumbai area;

(B) And whereas the Participants acknowledge and recognize the need for general population and more particularly in the working class, the labour class and the underserved/economically challenged communities to have access to local specialist spinal healthcare resources;

(C) And whereas the Participants acknowledge and recognize the lack of access to health care on spinal disorders could lead to physical and mental distress resulting in adverse economic implications to those who depend on manual labour and manual exertion for survival;

(D) And whereas MGMIUDOP acknowledge and recognize that WSC is supported by the Decade of the Bone and Joint, currently the Global Alliance for

Musculoskeletal Health, an Initiative of the World Health Organization and numerous other professional spine societies;

(E) And whereas the WSC has noted and appreciated that MGMIUDOP is committed to providing quality health services in the area of spinal injuries and disorders at the Kamothe hospital to the general public and specially to the working class, the labour class and the underserved communities in Navi Mumbai,

(F) And whereas the WSC has agreed to assist MGMIUDOP for treating spinal injuries and disorders by providing its guidance, supervision, assistance and medical expertise's to MGMIUDOP. The Participants have decided to reduce the said understanding by way of the present Memorandum of Understanding.

PARAGRAPH 1
PURPOSE

1.1. The purpose of this Memorandum of Understanding (MOU) is to facilitate the setting up of MGMIUDOP- World Spine Care programme **(MGM-WSC)** and to record the terms and conditions under which WSC will provide its expertise's assistance and cooperation for the establishment of the MGM's-WSC clinic in the MGM Hospital , Kamothe, Navi Mumbai Department of Physiotherapy **(hereinafter referred to as "MGM's WSC")**.

1.2 The MGM-WSC is a programme under which WSC will provide its medical expertise's and guidance in the field of spinal injuries, disorders and spine care. This agreement or programme does not amount to a transfer of rights or interest in the premises or land of whatsoever nature by MGM nor does it amount to parting with possession of the premises or land in any event whatsoever by MGM. This is a programme and not a partnership and neither party holds the right to obligate the other party without its express written permission other than as set out specifically in this agreement

PARAGRAPH 2
DEFINITIONS

2.1 **Spine:** means the neuro-musculoskeletal structures that make up the vertebral column from the base of the skull to the coccyx;

2.2 **Spinal Disorders:** means disorders of the Spine that can result in pain, neurological deficits, disability and / or deformity; and

2.3 **Spinal Injuries:** means injuries to the Spine that result in pain, neurological deficits, disability or deformity.

PARAGRAPH 3
DESCRIPTION OF THE PROJECT

The Participants have identified the following as goals/objectives of the programme which are as follows to:

3.1 Identify health care resources at MGMIUDOP, which could be considered in the establishment of an evidence-based Spine care program;

3.2 Establish MGM's WSC clinic in MGMIUDOP at Kamothe Hospital, Navi Mumbai.

3.3 Train MGMIUDOP spine care specialists in the use of the WSC spine care toolkit

3.4 Ensure worldwide interaction of health professionals to share knowledge on the assessment and management of spinal problems and harmonize treatment efforts; and

3.5 Eventually expand the spine care program to other communities where there is currently no access to spine care

The Participants have identified the following as the expected outcomes of the programme:

3.6 Improved health and healthcare of people with Spinal Disorders and injuries in Kamothe and Navi Mumbai area and eventually rural communities at reasonable and economical costs

3.7 Having trained and skilled individuals in Spine care from the communities where WSC programs exist; and

3.8 Ongoing and sustainable Spine care at the Department of Physiotherapy and the establishment of similar programs in other communities.

PARAGRAPH 4
FUNDING OF THE PROJECT

4. MGM University will provide the funding to establish and maintain the MGM-WSC project within the domains of the hospital. WSC will provide medical expertise, assistance and cooperation.

PARAGRAPH 5
COMMITMENTS OF WSC

WSC undertakes to:

5.1 Train the MGMIUDOP's Clinic Supervisors in the World Spine Care evidence-based protocols, documentation, database management, and education and prevention programs (the WSC "Toolkit"). The Clinic Supervisor will have access to all current and future WSC evidence-based education and exercise programs developed by the WSC research and clinical teams;

5.2 Provide ongoing updates of the model of care, documentation and data collection according to current evidence;

5.3 Assist in the implementation of the WSC program in MGM's WSC clinic. The Clinical Director of WSC will spend two weeks in Kamothe with the MGMIUDOP's Clinic Supervisors to ensure effective implementation of the program;

5.4 Provide specialist supervision and training on an as needed basis. MGMIUDOP's Clinic Supervisor will participate in monthly meetings with other WSC Clinic Supervisors, the Clinical Director and other clinical team members;

5.5 Provide the Clinic Supervisor access to the WSC clinical and research committees. The list of these experts, including biographies and photos, can be found on the WSC website. (www.worldspinecare.org)

5.6 Help MGM-WSC and support research initiatives depending on need and interest. This support will be in the way of expertise and supervision of researchers, and seeking grants to conduct research on the burden of spinal disorders and spinal health care needs in rural and underserved communities in Navi Mumbai;

5.7 Monitor the efficacy of the MGM's WSC clinic through on-going clinical research;

5.8 Advance the level of spine care in underserved communities by assisting and collaborating in organizing advanced education programs in conjunction with the major international spine societies on the management of spinal disorders. These educational programs will include presentations by specialists and researchers who have international reputation in the field;

5.9 Assist in establishing local public health programs such as a scoliosis and spine deformity screening program and public education.

PARAGRAPH 6
COMMITMENTS OF MGMIUDOP

MGMIUDOP undertakes to:-

6.1 Use its own space and basic furniture, such as chairs and desks, basic diagnostic equipment and monthly medical supplies, such as, gloves, gowns etc. for the project

6.2 Provide support staff for the MGM-WSC to establish and operate the Project;

6.3 Provide translators to assist volunteer clinicians working at the MGM's WSC Clinic when required

6.4 Allow for direct referral by the clinicians of the MGM's WSC Clinic of their patients to medical specialists, when required, within or outside of the hospital;

6.5 Provide laboratory and x-ray reports for patients receiving care at the MGM's WSC Clinic whenever deemed necessary by the Clinic Supervisors.

6.6 Provide accommodation and local travel expenses for the WSC Clinical Director during the implementation and yearly visits for the first 3 years of the Project. These visits will be approximately two weeks in duration;

6.7 Facilitate and support the review of WSC research proposals with the goal of ensuring permission to conduct research projects on spinal disorders that are expected to be carried out through the WSC program

6.8 Use its best efforts to arrange for registration and insurance for clinical volunteers and researchers with MGMIHS as required.

PARAGRAPH 7
ESTABLISHMENT OF MGM-WSC PROJECT IMPLEMENTATION TEAM

7 The MGMIUDOP shall establish a Project Implementation Team. The functions of the Project implementation team will be to ensure the efficient and effective implementation for the Project. This team will be made up of representatives from MGMIUDOP and WSC, and will be appointed by each entity of the participants of this MOU.

PARAGRAPH 8
MANDATE OF THE MGM-WSC PROJECT IMPLEMENTATION TEAM

The functions of the MGM- WSC Project implementation team will be to:

8.1 Oversee the implementation of the whole MGM-WSC Project. Notwithstanding the foregoing, the specific functions of the Spine Care Project implementation team will be provided for in the Terms of Reference to be developed by the Participants;

8.2 Assign resources needed for MGM-WSC Project These will be developed in discussion during November 2016 Visit.

PARAGRAPH 9
REPORTING AND NOTICES

9.1 WSC will collaborate on the creation of yearly reports to MGMIUDOP on the progress of services provided through this MGM-WSC Project through the Clinic Supervisor.

9.2 Submit to the WSC Clinical Director a monthly report, all clinic databases (these have no patient names and are stored in a secure location);

9.3 The Clinical Supervisor must participate in monthly WSC Clinic Supervisor online meeting where issues related to the clinics are discussed.

9.4 All notices required or permitted under this MOU will be in writing and will be deemed duly given when delivered by registered mail or facsimile transmission, to each participant at the addresses set forth below or at the addresses the participants may designate to each other in writing

PARAGRAPH 10
WORLD SPINE CARE DESIGNATION

10. World Spine Care is an internationally recognized brand with a reputation for the highest quality, evidence-based care for spinal disorders. Any site that wishes to carry the World Spine Care designation must uphold these standards. To ensure that the quality of care and reporting is maintained, WSC requires that any WSC location must adhere to the following requirements:

10.1 The Clinical Supervisor must use the WSC clinical documentation and databases and update those when new versions are released;

10.2 Submit to the WSC Clinical Director a monthly report, all clinic databases (these have no patient names and are stored in a secure location);

10.3 The Clinical Supervisor must participate in monthly WSC clinic supervisor online meeting where issues related to the clinics are discussed

10.4 The Clinical Supervisor/s must submit, on yearly basis, a list of continuing education credits

10.5 The Clinical Supervisor/s must follow evidence-based protocols in the clinic;

10.6 The WSC Clinical Director or designated representative will visit the MGM's WSC Project once a year for at least 3 years and possibly beyond for collaboration;

10.7 The MGMIUDOP must be willing to host WSC clinical volunteer associates on a short-term basis (up to maximum of 6 months). These volunteers are responsible for all their own expenses.

10.8 The MGM-WSC will not discriminate on the basis of sex, gender, race, religion, income, sexual orientation, or age in the delivery of services.

10.9 The MGM-WSC will not discriminate in the qualifications of participating volunteers.

10.10 Volunteer clinicians, researchers and laypersons may practice according to their training and expertise but should be licensed to practice their profession in their home country. Clinicians, however, must provide evidence based care as determined by WSC protocols. WSC programs accept clinicians who are trained medical physicians, chiropractors, physical therapists, osteopathic physicians, nurses, and acupuncturists as well as other qualified clinicians who offer spine care. In addition, yoga or tai chi practitioners and traditional healers are encouraged to participate in the WSC integrated team of clinicians. Clinicians must practice within their scope of practice in their licensing country but competence in specific spine interventions and the level of responsibility of all

clinicians may be determine or limited by the WSC clinical committee in collaboration with MGM-WSC.

PARAGRAPH 11
COMMENCEMENT, DURATION AND TERMINATION

11.1 This MOU will come into effect upon the signature of the Participants hereto and will remain in force for a period of five years.

11.2 Any Participant may terminate this MOU by giving ninety days written notice to the other Party.

11.3 The Participants will consult prior to termination, to determine how any outstanding matters arising out of this MOU will be dealt with.

PARAGRAPH 12
AMENDMENTS AND REVISION

12. This MOU may be amended or revised at any time by the mutual written consent of the Participants. No amendments or revisions will have any effect unless written and signed for by the Participants.

PARAGRAPH 13
DISPUTE RESOLUTION

13. Any dispute between the Participants arising out of the interpretation application or implementation of the MOU will be resolved by amicable consultation among the Participants, and will not be referred to any national or international tribunal, arbitrator or any third party for settlement.

13.1 Both parties will advise the other in the event of any matter arising which could affect the relationship of the parties or the goodwill of either party.

PARAGRAPH 14
ATTACHMENTS TO THE MOU

14. Attached is the detailed overview of the MGM-WSC Project (Annexure-A) with the background and status of WSC and the justification and budget for the Spine Care Project that will be presented to organizations that support WSC and private foundations for funding.

PARAGRAPH 15
FINAL PROVISIONS

15. The foregoing represents the understanding reached between the participants on matters referred to in this MOU and supersedes all prior written or oral negotiations, commitments or memoranda between participants.

IN WITNESS WHEREOF, the undersigned, duly authorized have signed this MOU in duplicate in English, each Participant hereto retaining such original, both texts being equally authentic.

SIGNED AT MGM INSTITUTE OF HEALTH SCIENCES, Kamothe, Navi Mumbai this 10th DAY OF NOVEMBER 2016.

Dr. (Lt. Gen.) S.K. Kaul
Vice Chancellor
MGM Institute of Health Sciences
Kamothe, Navi Mumbai
India -410 209.
Tel: 02227432471

Prof. Margareta Nordin
President
World Spine Care Europe
Mira House, 1 Miry Lane
Thongsbridge
Holmfirth, England
HD9 7SA
Tel: +44 754 371 3107

Dr. Rajani Mullerpatan
Professor-Director
MGM Institute's
University Department of Physiotherapy
Kamothe, Navi Mumbai India -410 209

Dr. Adam Wilkey
Vice President
World Spine Care Europe

Economically Developing Countries (EDC) Project
Memorandum of Understanding

Please note this document contains guidelines and examples to assist you when filling in each section. The instructions (highlighted in blue italics) should be deleted when completing this application form.

Declaration by the International Society of Biomechanics (ISB):

The ISB is dedicated to supporting international initiatives that will promote research, education, and the provision of healthcare in the field of biomechanics. The objectives of the ISB, with regards to the advocacy of projects in EDC regions, include the following:

- To make the Society truly international.
- To help develop skills of, and/or opportunities for, clinicians and researchers in EDC who do not have the resources available to do so on their own.
- To provide collaborative learning opportunities for students and researchers in developed countries to help them understand the challenges faced in the developing world.
- To enable donating organizations to do something beneficial with equipment that is no longer needed by them.
- To help provide a sustainable initiative that will allow biomechanics skills and knowledge to flourish in developing regions.
- To enable clinicians and researchers in developing countries to solve biomechanics-related problems specific to their own region.

The ISB would like to ensure the long-term sustainability and overall success of all EDC projects. As such, all participants must be clear on the objectives of the EDC participating organization(s) and the supporting organization(s), in addition to the outcomes each party wishes to achieve. This Memorandum of Understanding is intended to help clarify this for all participants. It is also the framework by which the ISB will evaluate the success of the project in the short and long-term and to find out whether the expected outcomes have been achieved, thereby enabling improvement of this process for future projects.

Participants:

Please list all organizations involved in this project (include those that are supporting the EDC participant by way of equipment donations, technical or financial support, or other resources) and their primary contacts.

	Name of Organization	EDC Participant OR	Supporting Organization	Primary Contact(s)	ISB Member Number*	E-mail
1.	*MGM School of Physiotherapy*	☒	☐	*Dr. Rajani Mullerpatan*	*5043*	*rajani.kanade@gmail.com*
2.	*Indian Institute of Technology, Mumbai*	☐	☒	*Prof. B. Ravi* *Mr. Rupesh Ghyar*	*N/A* *In progress*	*b.ravi@iitb.ac.in*
3.	*Cardiff University*	☐	☒	*Prof. Robert van Deursen*	*1974*	*vandeursenR@cardiff.ac.uk*
4.	*International Society of Biomechanics (ISB)*	☐	☒	*John Challis*	*1192*	*jhc10@psu.edu*

* A minimum of one primary contact from each organization must be a member of the ISB.

RPMullerpatan

Project Proposal:

To be completed by **the EDC participant**:

1. What is the **overall mission of your organization** *(e.g. to improve the independence and wellbeing of physically disabled people...)* **and how does this project help to support it?**

The overall mission of MGMIHS is to provide healthcare services, research and higher education particularly in the area of medicine, nursing, physiotherapy and health management. Within physiotherapy/rehabilitation, training and research in the area of Biomechanics is essential to help maximize functional independence of people with physical impairments resulting from a wide spectrum of conditions i.e. repetitive stress, congenital, developmental and degenerative conditions precipitated by traumatic, vascular and pathologic origin. Precise and complete kinesiological assessment of such conditions will guide clinical decision making for accurate conservative, surgical, prosthetic/orthotic and ergonomic management for maximal functional outcome.

2. What is the primary strategic objective(s) of this project? [Please specify details about one or more of the areas listed below. In formulating your objectives, consider specific results you would like to achieve.]

   a. Teaching/educational programs:

   - To design and seek approval for a postgraduate degree course in Biomechanics designed at a level of global merit (to enable qualified postgraduates to participate in projects conducted worldwide) and local value to meet specific functional needs of our population emerging from a lifestyle influenced by exclusive Indian culture far different from Western lifestyle.
   - Establish training for students from various disciplines such as Physiotherapy, Bio-engineering, Mechanical engineering, Prosthetics - Orthotics and Orthopedics at graduate, postgraduate and PhD level.
   - Enhance skills in clinical biomechanics of faculty members of MGMSOP

   b. Research programs:

   - Produce high end research in the area of human movement science related to clinical questions; to offer health care solutions global in nature and specific to the Indian population.

   c. Clinical assessment – diagnosis and treatment:

   - Provide precise and complete kinesiological assessment of congenital, developmental and degenerative conditions precipitated by traumatic, vascular and pathologic origin which will guide clinical decision making for accurate conservative, surgical, prosthetic/orthotic and ergonomic management.

   d. Other (please specify):

   (Include additional lines if necessary)

3. **What initiatives/actions (project design and/or management strategies) will be implemented to achieve the results outlined in Question 2?**

a) Teaching/Educational programs:

- Curriculum for postgraduate course in Biomechanics will be designed and sought approval from MGMIHS and IIT Mumbai.

RM Nilegaonkar

- A circular will be sent to Bio-engineering, Mechanical Engineering, Prosthetics and Orthotics and Orthopedics departments within the above mentioned Institutes to inform students from respective disciplines training schedule in biomechanics.
- Training will be imparted to faculty members in form of continuing professional development.

b) Research programs:

- Collaborative research projects between the 3 organizations will be developed to produce high end research studies encompassing fundamental and clinical biomechanics. PhD students will be appointed on appropriate research projects. Broad areas of research are-

  i. Barefoot walking and the risk of plantar ulceration (in collaboration with IIT Mumbai, Cardiff University)

  ii. Foot and knee instability and the development of OA (in collaboration with Cardiff University and the University of Sydney)

  iii. Yoga postures and their effect on the musculoskeletal system (in collaboration with IIT Mumbai and Cardiff University)

c) Clinical assessment –

- Diagnosis and treatment: Information pertaining to available clinical biomechanical evaluation tools will be circulated to various departments within and outside the hospital within Mumbai and Navi Mumbai. Referred patients will be assessed using biomechanical tools to arrive at precise measurement of impairments. Income generated through such services will be used for financial viability of the center. Expenses incurred for annual maintenance of laboratory equipment will be covered partly from the income generated by the center and partly from the funding acquired for research projects.

4. Who will benefit from this project? *(e.g. Students, patients, etc)*

- Undergraduate and postgraduate students from Physiotherapy, Bio- engineering, Mechanical Engineering, Prosthetics and Orthotics and Orthopedics department will benefit from training. Training will be imparted to students within India and across continents. Every effort will be made to enroll students from within India and countries abroad.
- Faculty members from MGMIHS will benefit from skill development in clinical biomechanics
- A Biomechanics Center with expert input from biomechanics specialists worldwide operated in India will offer global merit training at subsidized cost thereby making it affordable for students from several developing countries.
- Patients with congenital, developmental and degenerative conditions of traumatic, vascular and pathologic origin will benefit from biomechanical evaluation.

5. What are the expected benefits for each group listed in Question 4? *(e.g. Exposure to state-of-the-art methods of...)*

- Students will be exposed to globally used state-of-the-art valid and reliable methods used for biomechanical studiessuch as quantitative movement analysis and plantar pressure measurement. They will receive hands-on training and have opportunities to use various biomechanical tools to conduct research in biomechanics. Such training of global merit will be available at affordable cost to students from developing countries.
- Patients will benefit from precise and complete kinesiological assessment which will guide clinical decision making for accurate conservative, surgical, prosthetic/orthotic and ergonomic management.
- Faculty members will benefit from acquiring skills for biomechanical evaluation which will be applied in both clinical practice and student training.
- The biomechanics center will benefit from financial viability through the above mentioned expected benefits.

6. Please list proposed milestones – associated with the actions, individuals, and benefits given in Questions 3, 4, and 5, respectively – together with a timeline of events. Milestones should include specific outcomes that the collaborators wish to achieve.

Key Milestones	Time period
1. Establish Biomechanics Center: installation of equipment and pilot start	*December 2013*
2. Collaborative research projects	*Already started. Ongoing*
3. Design the curriculum for Masters degree course in Biomechanics and seek approval from the above mentioned contributing organizations	*September 2014*
4. Commence the course in clinical biomechanics	*January 2015*
5. Commencement of clinical service to patients	*March 2014 onwards*

7. What other authority/administrative body, such as government or college administration officials, must approve this initiative to ensure resources are allocated to the intended recipients? Has approval already been sought *(please provide evidence of any approvals)*?

- Administrative/competent authorities of 3 above mentioned institutes have approved development of the research activities proposed at MGM Center for Biomechanics.
- Additionally, approval will be sought for curriculum for Masters Course in Biomechanics by University Grant Commission, India and Academic Council of MGMIHS.
- The opportunity to develop and approve transnational education in association with Cardiff University will be investigated.

8. What commitments will your organization make to ensure:
   a. Recognition of contributions provided by supporting organizations? *(e.g. Website acknowledgment, progress reports)*

- Publications and patents arising out of collaborative projects with Cardiff University and IIT Bombay will be shared by all 3 above mentioned organizations.
- MGMIHS will acknowledge the support and contribution provided by IIT

RPM Vice Chancellor

Mumbai and Cardiff University on its website.

- Technical support provided by IIT Bombay will be acknowledged in relevant presentations and publications.
- Secondly, IIT Bombay will have an opportunity to conduct clinical trials at MGM Center for Biomechanics in collaboration with host organization which will be acknowledged in related reports.
- MGMIHS will acknowledge the support and contribution provided by IIT Mumbai, Cardiff University, ISB and AMTI on its website and in relevant publications
- MGMIHS will provide agreed upon (to be decided) educational materials to ISB to further share with ISB members in support to the EDC educational program
- MGMIHS will provide a brief "Project History" for the ISB website

b. Long-term sustainability of the project (including personnel required to ensure continuation of project into the future)? *(e.g. Staff training, technical support, security and maintenance, etc)*

- The host organization i.e. MGM Center for Biomechanics will provide ongoing security and maintenance of equipment.
- Technical guidance for equipment selection and experimental data analysis will be provided by II Bombay. The equipment maintenance will be sought via annual maintenance contract from the respective vendors.
- Staff training will continue as an ongoing process which will be partially supported by MGM Center for Biomechanics.
- Any agreed joint transnational education programs would facilitate staff development.
- Income generated through clinical services will aid financial viability of MGM Center for Biomechanics. For e.g. annual maintenance of equipment and expenses incurred towards consumables.
- Income generated through tuition fees for Masters Course in Biomechanics and PhD program will partially support salary of some staff members.
- Income generated through any agreed joint initiatives would be negotiated as appropriate.
- PhD students will be recruited as research assistants on certain projects.

Supporting Organizations – Commitments and Anticipated Benefits:

What contributions will be made by the supporting organizations? Please list all support that each participant has agreed to provide *(e.g. financial, in-kind, training, etc)*, the period over which they have committed this support, estimated costs for the organization, and how they will benefit *(e.g. publicity)*.

Organization	Commitments	Duration	Estimated Costs	Objectives/Benefits
MGMIHS	*Allotted infrastructure for Biomechanics Center*	*Ongoing*	*Approx 1 million USD*	*Supports objectives outlined on pg 1.*
	Allotted one competent Professor	*Ongoing*	*Salary is paid by MGMSOP (15,000 USD)*	
	Will recruit one research assistant & one laboratory technician	*Ongoing*	*Salary will be paid by MGMIHS (6000 USD)*	
	Already purchased some equipment such as emed pressure platform, activity monitoring system, Silicon coach etc.			
	Staff training	*2 weeks*		
Cardiff University	*Send Prof. van Deursen for 4-visits*	*4 visits:* *Nov 2013* *May 2014* *Nov 2014* *May 2015*	*Covered by ISB*	*Collaborative Research projects.* *Biomechanics lab design, installation of equipment.* *Provide expertise in curriculum design related to clinical biomechanics.*
IIT Bombay	*Technical guidance and collaborative research projects*	*ongoing*		*Using the MGMIHS Biomechanics lab for purpose of clinical testing of the products which are developed by IIT Bombay.*
ISB	*Financial support to send Prof. van Deursen to MGMIHS*	*4 visits*	*7,503 USD*	*Supports objectives outlined on pg 1; acknowledgment in appropriate media; support for development of EDC educational material.*
	Coordinate donation of two second-hand, re-calibrated force platforms from AMTI with technical support for 5 years	*As soon as available*	*Approx. 30,000 USD*	*AMTI acknowledgment in appropriate.* *MGMIHS and ISB media will strengthen relationship with AMTI.*

Budget

Before any project can be endorsed by the ISB, a detailed budget for all costs involved for each participating organization must be approved by the ISB President, EDC Project Officer, and ISB Treasurer. In the budget, please consider monetary costs involved in establishing/initiating the project plus ongoing costs to ensure the project is sustainable. Please include the budget as a separate document.

Signatures of primary contact from each participating organization:

Dr. Rajani Mullerpatan	RMullerpatan	25 July 2013
Name (please print)	Signature	Date
Prof. B. Ravi		1 August 2013
Name (please print)	Signature	Date
Prof. Robert van Deursen		9 August 2013
Name (please print)	Signature	Date
Prof. John Challis		22nd Oct. 2013.
Name (please print)	Signature	Date

(Include additional lines if necessary)

RMullerpatan

THE UNIVERSITY OF SYDNEY

MGM Institutes of Health Science

Memorandum of Understanding

Between

The Faculty of Health Sciences,

The University of Sydney, Australia (CRICOS Provider 00026A)
and

MGM School of Physiotherapy, MGM Institutes of Health Sciences
(Deemed University u/s 3 of UGC Act 1956) Navi Mumbai, India.

1. The Institutions intend 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 and the relationship between the institutions.

2. The Institutions will use their reasonable endeavors to effect, within the institutions limitations:

   a) will develop and pursue collaborative research projects;
   b) visit from one institution to the other by members of their academic staff for the purpose of participating in teaching, training, research programs and other agreed activities; and
   c) encourage (on a completely voluntary basis) the exchange of scientific materials, publications and other information between the institutions.

3. This document is in no way intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions to enhance relationship of the Institutions going forward.

4. Before any of the activities set out in the Memorandum of Understanding are implemented, the Institutions must enter into formal and binding agreement/(s) (separate from this Memorandum of Understanding) with each other which will detail the specific form and content of the activities and address the responsibilities and rights of each Institution in relation to those activities. The institutions agree to negotiate the terms of any such agreement/(s) in good faith and for the purposes of enhancing the relationship of the Institution.

RPMullerpatan

On behalf of
Partner

.....

Dr. S.N. Kadam
Vice Chancellor

Date :

.....

Dr. Rajani Mullerpatan
Professor-Director, Physiotherapy

Date : 09-03-2015

On behalf of the
The University of Sydney

.....

Dr. Michael Spence
Vice-Chancellor and Principal

Date :

.....

Professor Kathryn Refshauge
Dean, Faculty of Health Sciences

Date : 10/2/15

RPMullerpatan

MAHATMA EDUCATION SOCIETY'S
PILLAI COLLEGE OF ENGINEERING
(AUTONOMOUS)
Approved by AICTE, Recognized by Government of Maharashtra, Affiliated to University of Mumbai
Accredited by NAAC with A+ Grade
Re-Accredited by NBA (Computer Engineering and Mechanical Engineering Programs)
Inst. Code: EN3207 | ME3207
Since 1970

Endorsement from the Head of the Institution

This is to certify that:

1. Institute welcomes participation of Dr. Richa Agrawal as the Co-Investigator for the project titled Re-configuration of management of osteoporosis in children and adults: a shift in paradigm from treatment to prevention using a novel biotechnology device: Swasthya for Asthi Tavasya and that in the unforeseen event of discontinuance by the Principal Investigator, the Principal Co-Investigator will assume the responsibility of the fruitful completion of the project with due information to SERB.

2. The Co-Investigator, Dr. Richa Agrawal, Associate Professor, Department of Mechanical Engineering, Pillai College of Engineering, New Panvel is a permanent or regular employee of this Institute/University/Organization and has 17 years of regular service left before superannuation

3. The project starts from the date on which the University/Institute/ Organization/College receives the grant from SCIENCE & ENGINEERING RESEARCH BOARD (SERB), New Delhi.

4. The investigator will be governed by the rules and regulations of University/ Institute/Organization/College and will be under administrative control of the University/ Institute/Organization/College for the duration of the project.

5. The grant-in-aid by the SCIENCE & ENGINEERING RESEARCH BOARD (SERB), New Delhi will be used to meet the expenditure on the project and for the period for which the project has been sanctioned as mentioned in the sanction order.

6. No administrative or other liability will be attached to SCIENCE & ENGINEERING RESEARCH BOARD (SERB), New Delhi at the end of the project.

7. The University/Institute/Organization/College will provide basic infrastructure and other required facilities to the investigator for undertaking the research project.

8. The University/ Institute/Organization/College will take into its books all assets created in the above project and its disposal would be at the discretion of SCIENCE & ENGINEERING RESEARCH BOARD (SERB), New Delhi.

9. The University/ Institute/Organization/College assumes to undertake the financial and other management responsibilities of the project.

Seal of University/Institute/Organization/College

M.E.S. PILLAI COLLEGE OF ENGINEERING AUTONOMOUS NEW PANVEL

Date: 9/5/22

Signature

Registrar of University/Head of the Institute/ Head of Organization/ Principal of College

PRINCIPAL
MAHATMA EDUCATION SOCIETY'S
PILLAI COLLEGE OF ENGINEERING (AUTONOMOUS)
Dr K.M. Vasudevan Pillai Campus, Sector-16,
New Panvel-410206, Navi Mumbai, Maharashtra, INDIA

A. BUDGET ESTIMATES: SUMMARY:

Item	Budget		
	1st Year	2nd Year	Total
A. Recurring			
1. Salaries/Wages	600000.00	300000.00	900000.00
2. Consumables	100000	300000	400000.00
3. Travel	125000.00	125000.00	250000.00
Other Costs			
10% Institutional overhead	227000		227000
5% Contingency	113500		113500
B. Non- Recurring			720000.00
Grand Total (A+B)	**1890500.00 +720000.00**		**2610500.00**

BUDGET FOR SALARIES/WAGES (In Rupees)

Designation (number of persons)	Monthly Emoluments in INR	BUDGET		
		1st yr. (m.m.)	2nd yr. (m.m.)	Total in INR
Full time Junior Research Fellow (Physiotherapist)	25000.00	25000*12= 300000.00	25000*12= 300000.00	600000.00
*Junior research fellow (Engineer)	25000.00	25000*12 = 300000.00	-	300000.00
Total				**900000.00**

* Will be working at PCE, New Panvel with co-PI

PRINCIPAL
MAHATMA EDUCATION SOCIETY'S
PILLAI COLLEGE OF ENGINEERING (AUTONOMOUS
Dr K.M. Vasudevan Pillai Campus, Sector-16,
New Panvel-410206, Navi Mumbai, Maharashtra, INDIA

BUDGET FOR PERMANENT EQUIPMENT

SR NO	NAME OF EQUIPMENT	JUSTIFICATION FOR REQUIREMENT	FUNDS REQUESTED (INR)	Remarks
1	Development of device		INR 5,60,000.00	Details attached
2	Tablet computer	Real time E-communication, data	65,000.00	11th Generation Intel® Core™ i3-1115G4 Processor (6MB

		capturing and use of medical applications		Cache, up to 4.1 GHz), 8GB, 1x8GB, DDR4, 3200MHz, Windows 10 Home Single Language, English
5	Laptop computer	Data recording/analysis	95,000.00	10th Generation Intel®Core™ i5-10300H (8MB Cache, up to 4.5 GHz, 4 cores) NVIDIA® GeForce GTX® 1650 Ti 4GB GDDR6, 8GB, onboard, DDR4, 2933MHz, Windows 10 Home Single Language, English
			7,20,000.00	

(In Rupees)

Device development Budget: (Funds Required) utilised by PCE, New Panvel

SN	Generic Name	Make & Model	Qty	Cost
1	Transducers for Source and Receiver	MECO 0.5 Frequency Transducer, Din Rail Mounting, Ft	8 Nos.	30000.00
2	Amplifier	Behringer HA400 4-Channel Headphone Amplifier	4 Nos.	20000.00
3	Data Acquisition System (Digital to Analog Converter, Oscilloscope)	NI ADCs NI 779680-01 Sound and Vibration Module	1 No.	250000.00
4	Chassis for Interface Board	NI cDAQ 9174	1 No.	250000.00
5	Power Driver for Transducers		1 No.	10000.00
Total				560000.00

PRINCIPAL
MAHATMA EDUCATION SOCIETY'S
PILLAI COLLEGE OF ENGINEERING (AUTONOMOUS)
Dr. K.M. Vasudevan Pillai Campus, Sector-16,
New Panvel-410206, Navi Mumbai, Maharashtra, INDIA

41

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made at Navi Mumbai this 19th day of November, 2018.

MGM Institute of Health Sciences, a deemed to be University having it office at Plot No 1 & 2, Sector No.1 Kamothe Navi Mumbai, 410-209 through the MGM School of Physiotherapy and MGMIHS OMICS Research Center represented by its Authorized representative Dr Rajesh Goel, Registrar (hereinafter referred to as the "**Institute** ")

AND

Kaivalyadhama S.M.Y.M.Samiti , having its office at Swami Kuvalyananda Marg, Parsi Colony, Lonavala, Maharashtra 410403 through its Authorized representative, Mr Subodh Tiwari , Chief Executive Officer (hereinafter referred to as "**Samiti**")

WHEREAS:

1. The MGM School of Physiotherapy has been established in the year 2008 and is run and administered by the MGM Institute of Health Sciences, a deemed to be University. The Institute undertakes and conducts the BPT course (a 4 1/2 year course) and MPT course (2 year course). The Institute provides good quality education to its students in the field of Physiotherapy and has all the required facilities including research facilities and advanced laboratories. The Institute also undertakes research projects and programs for its students and faculty. The Institute has already undertaken various projects, programs and research activities with World Spine Care, University of Sydney and IIT Mumbai.

2. The MGM School of Physiotherapy is desirous of providing its students/faculty with the advanced knowledge and experience of applying yogic practices, asanas, therapies in the Physiotherapy field/treatment with an objective to enhance students/faculty knowledge and providing to the society a well educated mind and experienced hands in advancing the healing process and in an attempt to ensure that the patient, his/her attendants and other persons (preventive cure) get the benefit of yogic practices and asanas with scientific evidence in conjunction with modern techniques whereby the healing recovery process would be enhanced and made more effective.

MGM INSTITUTE OF HEALTH SCIENCES Deemed University NAVI MUMBAI

KAIVALYADHAMA ASHRAM ★ KAIVALYADHAMA

3. MGMIHS OMICS Research Center is a centre of excellence in drug discovery and molecular diagnostics. Center is accelerating the basic and applied research. Using various domains of OMICS such as genomics, proteomics and computational biology, this center is providing unique and exploratory platform for discovery research. Research and technology innovation of center is mainly revolving around the integration of advanced knowledge of protein science, enzymology, metabolic network, natural products chemistry, green synthesis etc. The thrust area of this centre i.e. biomarker discovery, rational drug discovery, nano-biotechnology, reversal of drug resistance and green technology. Presently centre is actively engaged in discovery and diagnostic research in the area of tuberculosis, malaria, obesity and diabesity. MGMIHS OMICS Research Center is an interdisciplinary synergy and it is also acting as central facility for MGMIHS research. Faculty, clinician, scientific staff and students are using this facility. Researchers of centre have been also awarded by various national and international organization/foundation.

4. The Institute has the available infrastructure, laboratories, facilities and opportunities to evaluate yoga interventions (both at molecular level and bio mechanical investigations), to evaluate the effect of the yoga asanas, practices, kriyas on patients and other healthy willing participants, to measure, test and investigate the effect of the yoga asanas, practices, kriyas on the patients and other healthy willing participants.

5. Samiti was established in the year 1924 by Rev. Swami Kuvalayananda and is a pioneer institute to carryout scientific and philosophic literary research, training and therapy in yoga. The Samiti is aided by the Ministry of HRD, Government of India and affiliated to the Pune University as a Research Institute. The Center has been recognized as a Scientific Research Institute by the Department of Scientific and Industrial Research Organization under Ministry of Science and Technology, Government of India.

6. Samiti has yoga instructors/yoga teachers and has initiated yoga awareness programs and projects patients, their attendants and other health persons (preventive cure) with various ancient effortless yoga practices and asanas, relaxation and healing techniques for the body and mind so as to help in a faster recovery and well being of the body, mind and soul.

7. Samiti has available with it and/or has the ability to design yoga interventions (methods of Yoga kriyas), the ability to participate in the delivery of the yoga interventions and to play an important role in explaining, training the participant (patient and healthy person) and students.

MGM INSTITUTE OF HEALTH SCIENCES

KAIVALYADHAMA ASHRAM
KAIVALYADHAMA

8. The parties intend to work together to develop a collaborative arrangement whereby the parties agree to participate in collaborative patient care, student training, research projects and other activities like conducting workshops, awareness camps etc and also to jointly evaluate and interpret the final outcome of combining their respective expertise and resources .

9. The aim and object of working together is to enhance the use of yogic asanas, *kriyas*, practices and methods and thereby generate scientific evidence for yoga practices. The parties intend to do undertake robust research and investigations, its effect and derive archivable evidence to demonstrate the meeting of yoga and science and its combined benefits etc.

10. The parties are desirous of reducing the basic understanding and the terms and conditions in writing.

IT IS NOW AGREED BETWEEN THE PARTIES AS FOLLOWS:-

11. The parties will use their reasonable endeavors to effect with best ethical practices, within the parties limitations :-

(a) To attain the aims and objectives as stated herein above;

(b) To use their independent expertise, knowledge, infrastructure , facilities to design, develop and enhance the use of Yoga interventions in patient care and health promotion;

(c) To study /evaluate the interventions, to measure, test and investigate the effect of the yoga interventions and develop joint devices, products, intellectual properties etc ;

(d) To participate in delivering the yoga interventions, explaining and training the participants including patients, students and faculty etc;

(e) To develop and pursue collaborative research projects, shared intellectual property;

(f) To visit the other party/deploy members of its team for the purpose of participating in patient care, student training, research programs and other agreed activities;

(g) To encourage the exchange of scientific methods, materials publications and other information between parties ;

(h) To provide assistance on research projects and scientific inputs to develop and advance the use of yoga and yogic practices in physiotherapy and for the advancement treatment provided to patients;

KAIVALYADHAMA ASHRAM
F-159
Swami Kuvalyananda
Marg, Lonavla 410 403
KAIVALYAM

(i) To undertake joint discussions and interactive sessions between the faculty/teachers of the institutions so as to solve problem areas, address issues and discuss on new methods and/or combined practices to develop and better treatment and patient care;

12. The parties agree that this Memorandum of Understanding is in no way intended to create legal or binding obligations on either parties and serves only as a record of the parties current intentions to enhance relationships of the parties between them with a view and object to improve health related quality of life of people with disorders and integrate them in the society.

13. Before any of the activities set out in this MOU are undertaken or implemented, the parties agree to execute formal and binding agreements/documents between them which will detail the specific form, and contents of the activities, address the responsibilities and rights of each of the parties in relation to the activities. The parties agree to negotiate the terms of any such agreement(s) in good faith and for the purposes of enhancing the relationships of the parties and in furtherance of the aims and objectives of this Memorandum of Understanding.

For MGM Institute of Health Sciences

Authorized representative

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Dr Rajesh Goel
Registrar

Chief Research Officers

Dr Rajani Mullerpatan
Director,
MGM School of Physiotherapy

Professor - Director
MGM School of Physiotherapy
MGMIHS, Navi Mumbai

Dr Raman P. Yadav
Technical Director,
MGMIHS OMICS Research Center

Witness:

1. _____

I/C Principal
MGM School of Physiotherapy
Navi Mumbai

MGM School of Physiotherapy NAVI MUMBAI

For Kaivalyadhama S.M.Y.M.Samiti

Authorized representative

Shri Subodh Tiwari
Chief Executive Officer

Chief Research Officer

Dr.Satish Phatak
Research Associate

Dr.Praseeda Menon
Research Officer

Witness:

1. _____

KAIVALYADHAMA ASHRAM
F-139
KAIVALYADHAMA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of 9th day of February 2022 by and between **Shri Vithal Education and Research Institute** having its registered office at P.B. No. 54 Gopalpur-Ranjani Road, Gopalpur, Pandharpur- 413304 (hereinafter referred to as **"SVERI"** which term unless repugnant to the context includes its successors and permitted affiliates)

AND

MGM Institute of Health Sciences, a deemed to be University, through the MGM School of Physiotherapy, a research and educational institution, having its office at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209 through its Authorized Representative, Dr. Rajesh Goel, Registrar, (here in after referred to as 'MGMIHS/MGMSOP').

SVERI and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

Whereas **Shri Vithal Education and Research Institute** is a registered charitable trust established in the year 1995 under the Bombay public trust act founded by a group of technocrats embarked on an ambitious project and as its first venture established college of engineering Pandharpur, rural area of Maharashtra with the approval of All India Council of Technical Education (AICTE) and Government of Maharashtra. The campus is established in 27 acres with state-of-the-art infrastructure and employee strength of 300+. The institute has been actively involved in promoting science and technology based rural development and is offering Bachelors and Masters programs in various disciplines of engineering and pharmacy and Ph.D. in engineering.

Whereas MGM Institute of Health Sciences, a deemed to be University was established in the year 2006. The MGM School of Physiotherapy (MGMSOP) is a constituent unit of MGMIHS. MGMSOP undertakes and conducts the BPT (4 ½ years'), MPT (2 years') and Ph.D. in Physiotherapy programs. MGMIHS through the MGMSOP provides good quality education to its students in the field of Physiotherapy and has the required infrastructure, facilities including research facilities and an advanced biomechanics laboratory. MGMIHS also undertakes research projects and programs for its students and faculty. MGMIHS has undertaken various projects, programs and research activities with renowned institutes and entities. MGMIHS through MGMSOP is engaged in research, development of medical technology and validation of medical devices.

B. Ronge

Whereas MGMIHS has an advanced biomechanics laboratory, which undertakes various kinds of testing, development of devices proposed to be used in rehabilitation of people with musculoskeletal and neurological disorders. During the said testing and development work, MGMIHS through MGMSOP carries out extensive research, testing and validation procedures. In the said process, mechanical engineers give incidental and peripheral support in respect of the mechanical aspects on the concerned issues.

Whereas the parties have realized the importance of collaborating with each other jointly leveraging each other's strengths and expertise and hence agree to establish a basis for collaboration according to the terms and conditions set out in this MOU.

Whereas the parties agree that this MOU is in no way intended to create a legal or binding obligation on either party. The MOU serves only as a record of the parties' current intentions to enhance relationships of the Institutions going forward. The parties agree that the parties shall as and when required enter into separate independent agreements for the specific collaboration /programs or projects under this MOU.

Whereas the Parties desire to record the broad terms and conditions that are mutually accepted and agreed to by and between them in this MOU as contained hereunder.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **AREAS OF COOPERATION**

The parties shall explore collaboration in the following areas to include but not limited to:-

- Create a holistic ecosystem to support academic and research collaborations between the parties and the various departments of the said parties/institutes
- Support researchers, innovators, social & other entrepreneurs from the stages of ideation, proto type development, product design, device development and clinical validation to commercial transfer.
- Engage in a student exchange program to facilitate interdisciplinary research.
- Faculty of both institutes can serve as co-guides for research projects carried out by undergraduate, post graduate and doctoral programs in their areas of expertise.
- Submit joint proposals for seeking external funding agencies.
- Participate in joint courses, workshops and other activities.

B. Ronge

2. DURATION OF THE AGREEMENT, TERMINATION AND MODIFICATION

This agreement shall remain in force for an initial period of five (5) years, from the date of the signature/execution by the duly authorized representatives of the parties and may be renewed by mutual agreement of the parties for a further period thereafter.

Either party may terminate this MOU with 90 days' notice in writing to the other party. In the event of termination, the parties will take steps to bring the activities under this MOU to a prompt and orderly conclusion. If the MOU is terminated neither party shall be liable to the other for any monetary or other losses that may result. The parties agree that the Agreements/MOU executed pursuant to this MOU shall be treated as independent and separate agreements/MOU and shall be governed by the terms of the said agreements/MOU.

The parties agree that this MOU if required may be amended with the mutual consent of the parties. All amendments shall be in writing, by way of an addendum and shall be signed by the authorized representatives of the parties.

3. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement.

4. NON-DISCLOSURE

Neither Party or its authorized personnel, students, related personnel etc will disclose or make available to any third party any information or confidential information, whether documented or not, relating to the objectives, scope, work, effort or results of work performed during the period of this MOU or any other documents and or information received under this MOU.

In this Clause "confidential information" means: (i) all information or data of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans or affairs of a Party or third party to whom the Party owes a duty of confidence; (ii) any document or information or data marked "Commercial in Confidence" or otherwise expressly designated as confidential and (iii) any information or data which by its nature the recipient ought reasonably to conclude was confidential information of the Party in all cases including all copies of the above on any media (including electronic media) whatsoever, but excludes the following:

a) Information actually known to the disclosing Party prior to its disclosure;

B. Range

b) Information independently developed by the Party receiving the confidential information or communicated to it in circumstances otherwise than where its disclosure imparted a duty of confidence;

c) Information that is or becomes generally and freely publicly available through no fault of the receiving Party or its servants or agents;

d) Such information which is required to be disclosed to or by any Court, tribunal or Governmental authority with competent jurisdiction.

5. NOTICES

Any notices given under this MOU will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

MGM Institute of Health Sciences: Dr. R. B. Goel, Registrar

Address- MGM Institute of Health Sciences, Plot No 1 & 2 Sector No.1, Kamothe, Navi Mumbai, 410-209

SVERI:- Shri Vithal Education and Research Institute : Dr. B. P. Ronge, Secretary

Address-P.B. No. 54 Gopalpur-Ranjani Road, Gopalpur, Pandharpur-413304

6. MISCELLANEOUS

a) **Assignment.**

Neither party may assign this MOU or the rights thereunder.

b) **Survival.**

Any of the sections that include any other rights and obligations under this MOU which by their nature should survive, shall survive the expiration or termination of this MOU.

c) **Severability**

If any provision of this MOU becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this MOU and will be deemed to be deleted from this MOU. If such deletion substantially alters the basis of this MOU, the parties will negotiate in good faith to amend the provisions of this MOU to give effect to the

B. Ronge

original intent/object of the parties under this MOU.

d) **Independent Entities.**

SVERI and MGMIHS are independent parties and neither is an agent, joint venture partners, or partner of the other.

e) **Order of Precedence.**

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

f) **Entirety.**

This MOU 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.

g) **Amendments.**

The Amendments or changes to this MOU must be in writing and signed by duly authorized representatives of both the parties.

h) **Counterparts.**

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

i) **Dispute Resolution.**

In event of dispute or claim between the parties concerning the interpretation of any provision of this MOU or the performance of any of the terms/obligations of/under this MOU, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee of surgeons. The parties after due discussion shall try

B. Ronge

their level best to resolve the disputes arising out of this MOU, 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 arbitration shall be held at Navi Mumbai.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.

Through its authorized representative

MGM Institute of Health Sciences,

Navi Mumbai.

Name: Dr. Rajesh Goel

Designation: Registrar

Date:

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

In presence of

Dr. Rajani Mullerpatan. Director,

MGM School of Physiotherapy,
MGM Institute of Health Sciences,
Navi Mumbai.

Dr. Sabita Ram
Research Director,
MGM Institute of Health Sciences,
Navi Mumbai.

Shri Vithal Education and Research Institute,

Pandharpur

Name: Dr. B. P. Ronge

Designation: Secretary

Date:

SECRETARY
Shri Vithal Education & Research
Institute, Pandharpur

In presence of

Dr. R. R. Gidde

Dean, R & D
SVERI's College of Engineering.
Pandharpur

Mr. A. A. Mote
Training and Placement Officer
SVERI's College of Engineering.
Pandharpur

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of 01st **November, 2023** by and between

The College of Physiotherapy, Medical Trust Institute of Medical Sciences, affiliated to Kerala University of Health Sciences, Irumpanam, Kochi, Kerala, is a self-financing institute, and has been granted the status of Institute of Eminence by Ministry of Education having its registered office at Kochi through its Principal Prof. Arun Thachil (hereinafter referred to as "MTIMS" which term unless repugnant to the context includes its successors and permitted affiliates).

AND

MGM Institute of Health Sciences, a deemed to be University, through its constituent unit/department the MGM School of Physiotherapy, a research and educational institution, having its office at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209 through its Authorized Representative, Dr Rajesh Goel, Registrar, (hereinafter referred to as 'MGMIHS/MGMSOP').

Medical Trust Institute of Medical Sciences, College of Physiotherapy, affiliated to Kerala University of Health Sciences, and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

Whereas "Medical Trust Institute of Medical Sciences, College of Physiotherapy, affiliated to Kerala University of Health Sciences, " is a reputed college in Kerala. Medical Trust Hospital, a NABH accredited 750 bed Multi-specialty acute-cum-critical care referral hospital, is one of the most well-equipped and premier hospitals in South India. Since inception in 1973, the Hospital has come a long way with the commitment comprising of internationally acclaimed doctors/surgeons and efficient support staff, and world-class facilities. Set up in the heart of city of Cochin, the hospital provides the right environment for the medical and the allied health sciences education and training.

Medical Trust Hospital was the first hospital in Kerala to set up a specialty sports medicine wing to provide services to sports persons to enhance their performance by prevention and rehabilitation of sports injuries. Over the years the Physiotherapy department has provided services to international, national and state championships and players. The institute has experienced faculties and laboratories equipped with the state of the-art facilities.

MTIMS, College of Physiotherapy commenced in the year 2004-05, was affiliated to Mahatma Gandhi University, Kottayam until 2010. Since 2010, the institute is affiliated to Kerala University of Health Sciences (KUHS), Thrissur and conducts Bachelor of Physiotherapy with 50 intake, Master of Physiotherapy with 10 intake in Musculoskeletal & sports, Neurology, Cardio-respiratory and Pediatrics. Institute is approved research center of KUHS and conduct PhD program in Physiotherapy.

Whereas, MGM Institute of Health Sciences, established in the year 2006, is a deemed to be University with 10 constituent units and is a NAAC accredited institute with A++ grade. It is continuously ranked in NIRF since 2019 onwards. Its hospitals are NABH accredited and clinical laboratories are NABL accredited. Its research laboratories are SIRO recognized. The MGM School of Physiotherapy (MGMSOP), is a constituent unit/department of MGMIHS. MGMSOP undertakes and conducts the Bachelor of Physiotherapy BPT (4 ½ years), Master of Physiotherapy MPT (2-years) and PhD programs. MGMIHS through the MGMSOP provides good quality education to its students in the field of Physiotherapy and has the required infrastructure, facilities including research facilities and an advanced biomechanics laboratory. MGMIHS also undertakes research projects and programs for its students and faculty. MGMIHS has undertaken various projects, programs and research activities with renowned institutes and entities. MGMIHS through MGMSOP is engaged in research, development of medical technology and validation of medical devices.

Whereas MGMIHS has an advanced biomechanics laboratory, which undertakes various kinds of testing, development of devices proposed to be used in rehabilitation of people with musculoskeletal and neurological disorders. During the said testing and development work, MGMIHS through MGMSOP carries out extensive research, testing and validation procedures. In the said process, mechanical engineers give incidental and peripheral support in respect of the mechanical aspects on the concerned issues.

Whereas College of Physiotherapy, MTIMS, has exclusive facilities of renal transplantation units, accessibility to sports academies, active geriatric care group and maximum number of joint replacement surgeries, which can be utilized in collaborative research projects. The institute is also actively engaged in sports training of specially-abled persons.

Whereas the parties have realized the importance of collaborating with each other jointly leveraging each other's strengths and expertise and hence agree to establish a basis for collaboration according to the terms and conditions set out in this MOU.

Whereas the parties agree that this MOU (Master MOU) is in no way intended to create a legal or binding obligation on either party. The MOU serves only as a record of the parties' current intentions to enhance relationships of the Institutions going forward. The parties agree that the parties shall as and when required enter into separate independent agreements for the specific collaboration /programs or projects under this MOU.

Whereas the Parties desire to record the broad terms and conditions that are mutually accepted and agreed to by and between them in this MOU as contained hereunder.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. AREAS OF COOPERATION

The parties shall explore collaboration in the following areas to include but not limited to:

i. Student training: To provide specialized skill training to students of Medical Trust Institute, Kerala, through certificate courses and workshops offered by MGM School of Physiotherapy, Navi Mumbai.

ii. Research: To engage in collaborative research projects in the area of human movement science, rehabilitation of people with chronic kidney disease, sports training of specially abled persons and fitness testing.

2. IMPLEMENTATION

i. All programs or activities implemented under the term of this memorandum of understanding shall be mutually agreed upon in writing and the Parties will enter into a definitive agreement through a separate agreement (MoA), covering specific objectives, activities, timelines, milestones, deliverables, planned dates of intended projects, and other relevant points.

ii. Financial arrangements for each specific programme agreed under this MoU, will be decided mutually on a case- to-case basis and brought on record in each case after due approval from the competent authorities from the Parties.

iii. The roles and responsibilities of each Party will be decided in each definite agreement based on the scope of work.

iv. Both Parties shall be fully responsible for the activities carried out under its direction or by its staff, except as otherwise agreed by Parties

v. Both Parties will designate one officer each who will develop and coordinate specific programs or activities between them.

3. DURATION OF THE AGREEMENT, TERMINATION, AND MODIFICATION

This agreement shall remain in force for an initial period of five (5) years, from the date of the signature/execution by the duly authorized representatives of the parties, and may be renewed by mutual agreement of the parties for a further period thereafter.

Either party may terminate this MOU with 90 days' notice in writing to the other party. In the event of termination, the parties will take steps to bring the activities under this MOU to a prompt and orderly conclusion. If the MOU is terminated neither party shall be liable to the other for any monetary or other losses that may result. The parties agree that the Agreements/MOU executed pursuant to this MOU shall be treated as

independent and separate agreements/MOU and shall be governed by the terms of the said agreements/MOU.

The parties agree that this MOU if required may be amended with the mutual consent of the parties. All amendments shall be in writing, by way of an addendum, and shall be signed by the authorized representatives of the parties.

4. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU.

i. For Joint projects any Results which are generated by both Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by both Parties who have generated such Joint Results (the "Joint Owners") in proportion to the respective contribution of each Party.

ii. For Jointly conceived and or developed IP Parties will be committed to the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the Parties

iii. Pre-existing materials/IP shall be put on record. In case it is used or bundled in the relevant reports or in the course of the services to be delivered.

iv. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement depending on the scope of work undertaken and contribution of the inventors.

5. PUBLICATION.

i. The parties agree that all publications shall be joint. Research articles shall be published jointly with intimation to both parties. Each party may use such property only for research and scholarly purposes. The parties are free to jointly publish the results arising from the collaboration in any journal, magazine or publication, or other media with intimation to the other party. Such approvals shall be considered by the Parties post protection of any overlapping IP under protection on a priority basis, preferably within 30 days. Post IP protection, the Parties may agree to publish the result jointly. In such cases, publication costs will be shared jointly.

ii. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

6. NON-DISCLOSURE

Neither Party nor its authorized personnel, students, related personnel, etc. will disclose or make available to any third party any information or confidential information, whether documented or not, relating to the objectives, scope, work, effort, or results of work performed during the period of this MOU or any other documents and or information received under this MOU. Every joint research would have a separate Memorandum of Association (MoA) and may also include a separate non-disclosure agreement signed by the investigators from both institutions as and when required. This MoA would cover general issues and the financial expenses incurred related to respective projects, as applicable & actual by any of the parties, will be addressed separately as the need be.

In this Clause "confidential information" means: (i) all information or data of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans, or affairs of a Party or third party to whom the Party owes a duty of confidence; (ii) any document or information or data marked "Commercial in Confidence" or otherwise expressly designated as confidential and (iii) any information or data which by its nature the recipient ought reasonably to conclude was confidential information of the Party in all cases including all copies of the above on any media (including electronic media) whatsoever, but excludes the following:

a) Information actually known to the disclosing Party prior to its disclosure;

b) Information independently developed by the Party receiving the confidential information or communicated to it in circumstances otherwise than where its disclosure imparted a duty of confidence;

c) Information that is or becomes generally and freely publicly available through no fault of the receiving Party or its servants or agents;

d) Such information which is required to be disclosed to or by any Court, tribunal, or Governmental authority with competent jurisdiction.

7. NOTICES

Any notices given under this MOU will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

The College of Physiotherapy, Medical Trust Institute of Medical Sciences, Kerala University of Health Sciences

Address : Medical Trust Institute of Medical Sciences, College of Physiotherapy, River East Road, Irumpanam, Kochi, Kerala 682309

MGM Institute of Health Sciences

Address - MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209

8. MISCELLANEOUS

a) **Assignment.**

Neither party may assign this MOU or the rights thereunder.

b) **Survival.**

Any of the sections that include any other rights and obligations under this MOU which by their nature should survive, shall survive the expiration or termination of this MOU.

c) **Severability**

If any provision of this MOU becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this MOU and will be deemed to be deleted from this MOU. If such deletion substantially alters the basis of this MOU, the parties will negotiate in good faith to amend the provisions of this MOU to give effect to the original intent/object of the parties under this MOU.

d) **Independent Entities.**

Medical Trust Institute of Medical Sciences, College of Physiotherapy, affiliated to Kerala University of Health Sciences and MGMIHS are independent parties and neither is an agent, joint venture partners, or partner of the other.

e) **Order of Precedence.**

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

f) **Entirety.**

This MOU 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.

g) **Amendments.**

The Amendments or changes to this MOU must be in writing and signed by duly authorized representatives of both parties.

h) **Counterparts.**

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

i) **Dispute Resolution.**

In event of dispute or claim between the parties concerning the interpretation of any provision of this MOU or the performance of any of the terms/obligations of/under this MOU, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee of surgeons. The parties after due discussion shall try their level best to resolve the disputes arising out of this MOU, 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 arbitration shall be held at Navi Mumbai.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.

Through its authorized representative

1. The Medical Trust Institute of Medical Sciences, College of Physiotherapy, affiliated to Kerala University of Health Sciences, Thrissur

Prof. Arun Thachil,

Principal, Medical Trust Institute of Medical Sciences

20.11.23.

Date: 20.11.23.

In presence of

1. Dr. M J John,
   Dean, Medical Trust Institute of Medical Sciences

2. Prof. Anila Paul
   HOD, College of Physiotherapy

20/11/23

2. MGM Institute of Health Sciences, Navi Mumbai

Dr Rajesh Goel

Registrar

8/11/23

Date:

In presence of

1. Dr. Chandramani Pathak
   Research Director, MGM Institute of Health Sciences,
   Navi Mumbai

8/11/2023

2. Dr. Rajani Mullerpatan
   Professor-Director
   MGM School of Physiotherapy,
   MGM Institute of Health Sciences,
   Navi Mumbai

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of **4th September 2023** by and between

BIRLA INSTITUTE OF TECHNOLOGY AND SCIENCE, PILANI, K K Birla, Goa Campus is among one of the Indian Campuses of Birla Institute of Technology and Sciences, Pilani, VidyaVihar, Pilani deemed to be a University established vide Sec. 3 of the UGC Act, 1956 under notification # F.12-23/63. U-2 of June 18, 1964, and have been granted the status of Institute of Eminence by Ministry of Education having its registered office at NH 17B, Bypass Road, Zuarinagar, South Goa, Goa-403726, through its Joint Registrar, Mr. Sailesh Narayan Mohanty (which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successor /s in business and permitted assign/s) of the Other Party

AND

MGM Institute of Health Sciences, a deemed to be University, through its constituent unit/department the MGM School of Physiotherapy, a research and educational institution, having its office at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209 through its Authorized Representative, Dr Rajesh Goel, Registrar, (hereinafter referred to as 'MGMIHS/MGMSOP').

BITS and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

WHEREAS the Birla Institute of Technology and Science, BITS Pilani is an all-India Institute for higher education. The University consists of 15 academic departments with a focus on education in Engineering and Sciences. The Institute was established, in its present form, in 1964 as part of the vision to realize nation-building with an emphasis on "science, technology and modernization." BITS Pilani, K K Birla Goa Campus was established in 2004. It offers under-graduate, post-graduate and doctoral programmes in 11 academic disciplines.

Whereas, MGM Institute of Health Sciences, established in the year 2006, is a deemed to be University with 10 constituent units and is a NAAC accredited institute with A++ grade. It is continuously ranked in NIRF since 2019 onwards. Its hospitals are NABH accredited and clinical laboratories are NABL accredited. Its research laboratories are SIRO recognized. The MGM School of Physiotherapy (MGMSOP), is a constituent unit/department of MGMIHS. MGMSOP undertakes and conducts the Bachelor of Physiotherapy BPT (4 ½ years), Master of

Physiotherapy MPT (2-years) and PhD programs. MGMIHS through the MGMSOP provides good quality education to its students in the field of Physiotherapy and has the required infrastructure, facilities including research facilities and an advanced biomechanics laboratory. MGMIHS also undertakes research projects and programs for its students and faculty. MGMIHS has undertaken various projects, programs and research activities with renowned institutes and entities. MGMIHS through MGMSOP is engaged in research, development of medical technology and validation of medical devices.

Whereas MGMIHS has an advanced biomechanics laboratory, which undertakes various kinds of testing, development of devices proposed to be used in rehabilitation of people with musculoskeletal and neurological disorders. During the said testing and development work, MGMIHS through MGMSOP carries out extensive research, testing and validation procedures. In the said process, mechanical engineers give incidental and peripheral support in respect of the mechanical aspects on the concerned issues.

Whereas the parties have realized the importance of collaborating with each other jointly leveraging each other's strengths and expertise and hence agree to establish a basis for collaboration according to the terms and conditions set out in this MOU.

Whereas the parties agree that this MOU (Master MOU) is in no way intended to create a legal or binding obligation on either party. The MOU serves only as a record of the parties' current intentions to enhance relationships of the Institutions going forward. The parties agree that the parties shall as and when required enter into separate independent agreements for the specific collaboration /programs or projects under this MOU.

Whereas the Parties desire to record the broad terms and conditions that are mutually accepted and agreed to by and between them in this MOU as contained hereunder.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. AREAS OF COOPERATION

The parties shall explore collaboration in the following areas to include but not limited to:

i. Create a holistic ecosystem to support academic and research collaborations between the parties and the various departments of the said parties/institutes

ii. Support researchers, innovators, social & other entrepreneurs from the stages of ideation, prototype development, product design, device development, and clinical validation to commercial transfer.

iii. Engage in a student exchange program to facilitate interdisciplinary research.

iv. Execute joint research and development projects, academic publications and conference papers

v. Faculty of both institutes can serve as co-guides for research projects carried out by undergraduate, postgraduate, and doctoral programs in their areas of expertise.

vi. Joint application for the funding and support from various public and private funding organizations.

vii. Participate in joint courses, workshops, and other activities.

viii. Joint sponsorship of collaborative seminars, workshops and trainings, skill development and human resource development in the areas of mutual interest.

ix. Exchange of Academic Publications and Reports.

2. IMPLEMENTATION

i. All programs or activities implemented under the term of this memorandum of understanding shall be mutually agreed upon in writing and the Parties will enter into a definitive agreement through a separate agreement (MoA), covering specific objectives, activities, timelines, milestones, deliverables, planned dates of intended projects, and other relevant points.

ii. Financial arrangements for each specific programme agreed under this MoU, will be decided mutually on a case- to-case basis and brought on record in each case after due approval from the competent authorities from the Parties.

iii. The roles and responsibilities of each Party will be decided in each definite agreement based on the scope of work.

iv. Both Parties shall be fully responsible for the activities carried out under its direction or by its staff, except as otherwise agreed by Parties.

v. Both Parties will designate one officer each who will develop and coordinate specific programs or activities between them.

3. DURATION OF THE AGREEMENT, TERMINATION, AND MODIFICATION

This agreement shall remain in force for an initial period of five (5) years, from the date of the signature/execution by the duly authorized representatives of the parties, and may be renewed by mutual agreement of the parties for a further period thereafter.

Either party may terminate this MOU with 90 days' notice in writing to the other party. In the event of termination, the parties will take steps to bring the activities under this MOU to a prompt and orderly conclusion. If the MOU is terminated neither party shall be liable to the other for any monetary or other losses that may result. The parties agree that the Agreements/MOU executed pursuant to this MOU shall be treated as independent and

separate agreements/MOU and shall be governed by the terms of the said agreements/MOU.

The parties agree that this MOU if required may be amended with the mutual consent of the parties. All amendments shall be in writing, by way of an addendum, and shall be signed by the authorized representatives of the parties.

4. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU.

i. For Joint projects any Results which are generated by both Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by both Parties who have generated such Joint Results (the "Joint Owners") in proportion to the respective contribution of each Party.

ii. For Jointly conceived and or developed IP Parties will be committed to the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the Parties.

iii. Pre-existing materials/IP shall be put on record In case it is used or bundled in the relevant reports or in the course of the services to be delivered.

iv. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement depending on the scope of work undertaken and contribution of the inventors.

5. PUBLICATION.

i. The parties agree that all publications resulting from collaborative work shall be joint. Research articles shall be published jointly with intimation to both parties. Each party may use such property only for research and scholarly purposes. The parties are free to jointly publish the results arising from the collaboration in any journal, magazine or publication, or other media with intimation to the other party. Such approvals shall be considered by the Parties post protection of any overlapping IP under protection on a priority basis, preferably within 30 days. Post IP protection, the Parties may agree to publish the result jointly. In such cases, publication costs will be shared jointly.

ii. **Both Parties shall** acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

6. NON-DISCLOSURE

Neither Party nor its authorized personnel, students, related personnel, etc. will disclose or make available to any third party any information or confidential information, whether documented or not, relating to the objectives, scope, work, effort, or results of work performed during the period of this MOU or any other documents and or information received under this MOU. Every joint research would have a separate Memorandum of Association (MoA) and may also include a separate non-disclosure agreement signed by the investigators from both institutions as and when required. This MoA would cover general issues and the financial expenses incurred related to respective projects, as applicable & actual by any of the parties, will be addressed separately as the need be.

In this Clause "confidential information" means: (i) all information or data of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans, or affairs of a Party or third party to whom the Party owes a duty of confidence; (ii) any document or information or data marked "Commercial in Confidence" or otherwise expressly designated as confidential and (iii) any information or data which by its nature the recipient ought reasonably to conclude was confidential information of the Party in all cases including all copies of the above on any media (including electronic media) whatsoever, but excludes the following:

a) Information actually known to the disclosing Party prior to its disclosure;

b) Information independently developed by the Party receiving the confidential information or communicated to it in circumstances otherwise than where its disclosure imparted a duty of confidence;

c) Information that is or becomes generally and freely publicly available through no fault of the receiving Party or its servants or agents;

d) Such information which is required to be disclosed to or by any Court, tribunal, or Governmental authority with competent jurisdiction.

7. NOTICES

Any notices given under this MOU will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

Birla Institute of Technology & Science, Pilani, K K Birla Goa Campus
Address- Birla Institute of Technology & Science, Pilani, K K Birla Goa Campus
NH - 17B, Zuarinagar, Goa – 403726, India

MGM Institute of Health Sciences
Address - MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209

8. MISCELLANEOUS

a) **Assignment.**

Neither party may assign this MOU or the rights thereunder.

b) **Survival.**

Any of the sections that include any other rights and obligations under this MOU which by their nature should survive, shall survive the expiration or termination of this MOU.

c) **Severability**

If any provision of this MOU becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this MOU and will be deemed to be deleted from this MOU. If such deletion substantially alters the basis of this MOU, the parties will negotiate in good faith to amend the provisions of this MOU to give effect to the original intent/object of the parties under this MOU.

d) **Independent Entities.**

BITS and MGMIHS are independent parties and neither is an agent, joint venture partners, or partner of the other.

e) **Order of Precedence.**

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

f) **Entirety.**

This MOU 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.

g) **Amendments,**

The Amendments or changes to this MOU must be in writing and signed by duly authorized representatives of both parties.

h) **Counterparts.**

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

executed counterparts.

i) **Dispute Resolution.**

In event of dispute or claim between the parties concerning the interpretation of any provision of this MOU or the performance of any of the terms/obligations of/under this MOU, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee of surgeons. The parties after due discussion shall try their level best to resolve the disputes arising out of this MOU, 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 arbitration shall be held at Navi Mumbai.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.

Through its authorized representative

1. Birla Institute of Technology & Science, Pilani, K K Birla Goa Campus

Mr. Sailesh Narayan Mohanty
Joint registrar
Date: 04/09/2023

Joint Registrar
BITS PILANI-K K Birla Goa Campus

In presence of

1. Prof. Shibu Clement
   Associate Dean Sponsored Research and Consultancy Division
   BITS Pilani K K Birla Goa, Campus, Goa

   04/09/23
   Associate Dean
   Sponsored Research and Consultancy Division (SRCC
   BITS PILANI-K K Birla Goa Campus

2. Prof. G. Karthikeyan,
   HoD, Department of Mechanical Engineering
   BITS Pilani K K Birla Goa, Campus, Goa

2. MGM Institute of Health Sciences, Navi Mumbai

Dr Rajesh Goel
Registrar
Date: 31/10/23

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

In presence of

1. Dr. Chandramani Pathak
   Research Director, MGM Institute of Health Sciences, Navi Mumbai

2. Dr. Rajani Mullerpatan
   Professor-Director, MGM School of Physiotherapy, MGM Institute of Health Sciences, Navi Mumbai

   16 Oct 2023

auptimo

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of **27th November 2023** by and between Auptimo Technologies LLP, having its registered office at - 892B/8, Near Jahaz Mahal, Mehrauli -110030, New Delhi, India through its Designated Partner, Mr. Siddharth Hans (hereinafter referred to as "Auptimo" which term unless repugnant to the context includes its successors and permitted affiliates).

AND

MGM Institute of Health Sciences, a deemed to be University, through its constituent unit/department the MGM School of Physiotherapy, a research and educational institution, having its office at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209 through its Authorized Representative, Dr Rajesh Goel, Registrar, (hereinafter referred to as 'MGMIHS/MGMSOP').

Auptimo and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

Whereas "Auptimo is an Indian startup founded in 2016 with an objective of providing affordable, easy-to-use and clinically accurate biomechanical analysis tools to clinicians. GaitON, a portable and reliable motion analysis system developed by Auptimo has powerful inbuilt protocols make it extremely easy to perform any biomechanical assessments like posture, gait, running, and sports-specific analysis.

Whereas, MGM Institute of Health Sciences, established in the year 2006, is a deemed to be University with 10 constituent units and is a NAAC accredited institute with A++ grade. It is continuously ranked in NIRF since 2019 onwards. Its hospitals are NABH accredited and clinical laboratories are NABL accredited. Its research laboratories are SIRO recognized. The MGM School of Physiotherapy (MGMSOP), is a constituent unit/department of MGMIHS. MGMSOP undertakes and conducts the Bachelor of Physiotherapy BPT (4 ½ years), Master of Physiotherapy MPT (2-years) and PhD programs. MGMIHS through the MGMSOP provides good quality education to its students in the field of Physiotherapy and has the required infrastructure, facilities including research facilities and an advanced biomechanics laboratory. MGMIHS also undertakes research projects and programs for its students and faculty. MGMIHS has undertaken various projects, programs and research activities with renowned institutes and entities. MGMIHS through MGMSOP is engaged in research, development of medical technology and validation of medical devices.

Whereas MGMIHS has an advanced biomechanics laboratory, which undertakes various kinds of testing, development of devices proposed to be used in rehabilitation of people with musculoskeletal and neurological disorders. During the said testing and development work, MGMIHS through MGMSOP carries out extensive research, testing and validation procedures. In the said process, mechanical engineers give incidental and peripheral support in respect of the mechanical aspects on the concerned issues.

Whereas, Auptimo has developed several novel technologies for evaluation of movement and biomechanical assessments like posture, gait, running, and sports-specific analysis which can be utilized in collaborative research projects. Auptimo approached MGM School of Physiotherapy for validation of their existing technology and design and development of other movement related technology through collaborative research.

Whereas the parties have realized the importance of collaborating with each other jointly leveraging each other's strengths and expertise and hence agree to establish a basis for collaboration according to the terms and conditions set out in this MOU.

Whereas the parties agree that this MOU (Master MOU) is in no way intended to create a legal or binding obligation on either party. The MOU serves only as a record of the parties' current intentions to enhance relationships of the Institutions going forward. The parties agree that the parties shall as and when required enter into separate independent agreements for the specific collaboration /programs or projects under this MOU.

Whereas the Parties desire to record the broad terms and conditions that are mutually accepted and agreed to by and between them in this MOU as contained hereunder.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **AREAS OF COOPERATION**

The parties shall explore collaboration in the following areas to include but not limited to:

i. Research: To undertake collaborative research activities for clinical validation of existing technology of Auptimo and develop novel technology for effective clinical and community-based rehabilitation interventions.

ii. Student training: To engage in short industry-academia interaction programs in the form of faculty/student visits for exposure to industry, research and development, participation in workshops, seminars and academic meetings.

2. **IMPLEMENTATION**

i. All programs or activities implemented under the term of this memorandum of understanding shall be mutually agreed upon in writing and the Parties will enter into a definitive agreement through a separate agreement (MoA), covering specific objectives, activities, timelines, milestones, deliverables, planned dates of intended projects, and other relevant points.

ii. Financial arrangements for each specific programme agreed under this MoU, will be decided mutually on a case- to-case basis and brought on record in each case after due approval from the competent authorities from the Parties.

iii. The roles and responsibilities of each Party will be decided in each definite agreement based on the scope of work.

iv. Both Parties shall be fully responsible for the activities carried out under its direction or by its staff, except as otherwise agreed by Parties

v. Both Parties will designate one officer each who will develop and coordinate specific

programs or activities between them.

3. DURATION OF THE AGREEMENT, TERMINATION, AND MODIFICATION

This agreement shall remain in force for an initial period of five (5) years, from the date of the signature/execution by the duly authorized representatives of the parties, and may be renewed by mutual agreement of the parties for a further period thereafter.

Either party may terminate this MOU with 90 days' notice in writing to the other party. In the event of termination, the parties will take steps to bring the activities under this MOU to a prompt and orderly conclusion. If the MOU is terminated neither party shall be liable to the other for any monetary or other losses that may result. The parties agree that the Agreements/MOU executed pursuant to this MOU shall be treated as independent and separate agreements/MOU and shall be governed by the terms of the said agreements/MOU.

The parties agree that this MOU if required may be amended with the mutual consent of the parties. All amendments shall be in writing, by way of an addendum, and shall be signed by the authorized representatives of the parties.

4. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU.

i. For Joint projects any Results which are generated by both Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by both Parties who have generated such Joint Results (the "Joint Owners") in proportion to the respective contribution of each Party.

ii. For Jointly conceived and or developed IP Parties will be committed to the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the Parties

iii. Pre-existing materials/IP shall be put on record. In case it is used or bundled in the relevant reports or in the course of the services to be delivered.

iv. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement depending on the scope of work undertaken and contribution of the inventors.

5. PUBLICATION.

i. The parties agree that all publications shall be joint. Research articles shall be published jointly with intimation to both parties. Each party may use such property only for research and scholarly purposes. The parties are free to jointly publish the results arising from the collaboration in any journal, magazine or publication, or other media with intimation to the other party. Such approvals shall be considered by the Parties post protection of any overlapping IP under protection on a priority basis, preferably within 30 days. Post IP protection, the Parties may agree to publish the result jointly. In such cases, publication costs will be shared jointly.

ii. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

6. NON-DISCLOSURE

Neither Party nor its authorized personnel, students, related personnel, etc. will disclose or make available to any third party any information or confidential information, whether documented or not, relating to the objectives, scope, work, effort, or results of work performed during the period of this MOU or any other documents and or information received under this MOU. Every joint research would have a separate Memorandum of Association (MoA) and may also include a separate non-disclosure agreement signed by the investigators from both institutions as and when required. This MoA would cover general issues and the financial expenses incurred related to respective projects, as applicable & actual by any of the parties, will be addressed separately as the need be.

In this Clause "confidential information" means: (i) all information or data of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans, or affairs of a Party or third party to whom the Party owes a duty of confidence; (ii) any document or information or data marked "Commercial in Confidence" or otherwise expressly designated as confidential and (iii) any information or data which by its nature the recipient ought reasonably to conclude was confidential information of the Party in all cases including all copies of the above on any media (including electronic media) whatsoever, but excludes the following:

a) Information actually known to the disclosing Party prior to its disclosure;

b) Information independently developed by the Party receiving the confidential information or communicated to it in circumstances otherwise than where its disclosure imparted a duty of confidence;

c) Information that is or becomes generally and freely publicly available through no fault of the receiving Party or its servants or agents.

d) Such information which is required to be disclosed to or by any Court, tribunal, or Governmental authority with competent jurisdiction.

7. NOTICES

Any notices given under this MOU will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

Auptimo Technologies LLP

Address: 892B/8, Near Jahaz Mahal, Mehrauli -110030, India

MGM Institute of Health Sciences

Address - MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209

8. MISCELLANEOUS

a) **Assignment.**

Neither party may assign this MOU or the rights thereunder.

b) **Survival.**

Any of the sections that include any other rights and obligations under this MOU which by their nature should survive, shall survive the expiration or termination of this MOU.

c) **Severability**

If any provision of this MOU becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this MOU and will be deemed to be deleted from this MOU. If such deletion substantially alters the basis of this MOU, the parties will negotiate in good faith to amend the provisions of this MOU to give effect to the original intent/object of the parties under this MOU.

d) **Independent Entities.**

Auptimo and MGMIHS are independent parties and neither is an agent, joint venture partners, or partner of the other.

e) **Order of Precedence.**

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

f) **Entirety.**

This MOU 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.

g) **Amendments.**

The Amendments or changes to this MOU must be in writing and signed by duly authorized representatives of both parties.

h) **Counterparts.**

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

i) **Dispute Resolution.**

In event of dispute or claim between the parties concerning the interpretation of any provision of this MOU or the performance of any of the terms/obligations of/under this

MOU, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee. The parties after due discussion shall try their level best to resolve the disputes arising out of this MOU, 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 arbitration shall be held at Navi Mumbai.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.

Through its authorized representative

Auptimo Technologies LLP, 892B/8, Near Jahaz Mahal, Mehrauli -110030,

New Delhi, India

Mr Siddharth Hans, Designated Partner, Auptimo

For AUPTIMO TECHNOLOGIES LLP

16/01/2024

Authorized Signatory

Date: 27.11.2023

In presence of

1. Jaideep Singh, Designated Partner, Auptimo

2. Madhavi Sharma, Business Development, Auptimo

2. MGM Institute of Health Sciences, Navi Mumbai

Dr Rajesh Goel

Registrar

Date: 21/12/23

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

In presence of

1. Dr. Chandramani Pathak 21/12/2023
   Research Director, MGM Institute of Health Sciences,
   Navi Mumbai

2. Dr. Rajani Mullerpatan
   Professor-Director
   MGM School of Physiotherapy,
   MGM Institute of Health Sciences,
   Navi Mumbai

DRAFT FOR APP ROVAL

MEMORANDUM OF UNDERSTANDING ON ACADEMIC COOPERATION

Between

UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY (ONTARIO TECH UNIVERSITY)
Oshawa, Ontario, Canada

And

MAHATMA GANDHI MISSION INSITUTE OF HEALTH SCIENCES
NAVI MUMBAI, MAHARASHTRA, INDIA.

1. The University of Ontario Institute of Technology (**"Ontario Tech University"**), founded in 2002, is a public university in Oshawa, Canada. With a focus and foundation in technology, science and professional practice, Ontario Tech University advances the discovery and application of knowledge that accelerates economic growth, regional development and social innovation and empowers graduates to impact their broader communities (**Party of the First Part**).

2. Mahatma Gandhi Mission Institute of Health Sciences, a deemed to be University, is a research and educational institution established in 2006 which runs and administers various educations institutions offering various educational programs (hereinafter referred to as '**MGMIHS**'). The MGM School of Physiotherapy (MGMSOP), is a constituent unit of MGMIHS which undertakes and conducts the BPT course (4 1/2 year course) and MPT course (2 year course). MGMIHS through the MGMSOP provides good quality education to its students in the field of Physiotherapy and has the required infrastructure, facilities including research facilities and an advanced

MGM INSTITUTE OF HEALTH SCIENCES Deemed University Navi Mumbai NAVI MUMBAI

biomechanics laboratory. MGMIHS also undertakes research projects and programs for its students and faculty. MGMIHS has undertaken various projects, programs and research activities with renowned institutes and entities and is engaged in research, development of medical technology and validation of medical devices. **(Party of the Second Part)**

OBJECT AND PURPOSE:

3. The object and purpose of this Memorandum of Understanding (**"MOU"**) is to encourage and facilitate the development of mutually beneficial relations between ONTARIO TECH UNIVERSITY and MGMIHS, hereinafter referred to collectively as the "Parties," or individually a "Party." Both Parties wish to promote cooperation in academic training, teaching and collaborative research and agree to explore:

- Cooperation on academic programs
- Development of joint research activities
- Bilateral mobility of faculty for research and training
- Bilateral mobility of student for research and training
- Participation in seminars and academic / research meetings
- Exchange of materials arising from joint research and training activities
- Special short-term academic courses
- Any other activities deemed mutually beneficial after joint agreement

4. The terms of cooperation for each specific activity or program or project which is proposed to be implemented under this MOU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of such activity and will be the subject of separate agreements. Each specific activity or program or project undertaken shall have a separate and independent agreement setting out the terms and conditions thereof.

NON-BINDING NATURE

5. This MOU is intended only to set forth the general understanding of the Parties with respect to the subject matter herein and does not, and is not intended to, contractually bind the Parties. Neither Party will incur any obligations to the other Party, financial or otherwise, upon

execution of this MOU. Neither Party will incur any obligations to the other Party in the absence of a subsequent written agreement to accept specific financial or other obligations.

TERM, TERMINATION AND AMENDMENTS :-

6. This MoU becomes effective from the day the representatives of both Parties affix their signatures below and will continue for an initial period of five (5) years, whereupon it will be reviewed and may be extended by mutual written agreement of both Parties. This MOU if required be amended through the mutual agreement of both Parties. The amendment shall be by way of a written addendum signed by both the parties.

7. This MOU may be terminated by either Party upon providing thirty (30) days' prior written notice signed by an authorized representative of the notifying Party. On termination no new activity or program or project will be commenced between the parties. The termination of this MOU will not affect any independent agreements entered into for any specific activity or project undertaken by the Parties, unless otherwise indicated in the subsequent independent agreement.

GENERAL

8. The administration of this MOU will be the responsibility of the Provost and VP Academic at ONTARIO TECH UNIVERSITY and the Office of the Registrar, Mahatma Gandhi Mission Institute of Health Sciences.

9. Where the Parties intend to use the name of the other Party, including any of its constituent departments, programs or logos, relating in any way to the activities described in this MOU, such use or publication will be in a form approved by the other Party.

10. The Parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU. If either Party desires to disclose information of a confidential or proprietary nature, the Parties will enter into a separate written confidentiality agreement.

11. Treatment of intellectual property rights developed through collaboration under this MoU will be determined by the Parties through mutual consultation and separate written agreements on a case-by-case basis.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.
Through its authorized representative

1. University of Ontario Institute of Technology (Ontario Tech University)

Lori Livingston, PhD
Provost and Vice-President, Academic
University of Ontario Institute of Technology

Date:

In presence of

1. Carol Rodgers, PhD
   Dean, Health Sciences

Carol D Rodgers

2. Joseph M. Stokes, EdD
   Assistant Vice-President International and Registrar

2. MGM Institute of Health Sciences, Navi Mumbai

Dr Rajesh Goel
Registrar
MGM Institute of Health Sciences
Navi Mumbai

Dr. Rajesh R. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

Date:

In presence of :

1. Dr. Chandramani Pathak
   Research Director,
   MGM Institute of Health Sciences,
   Navi Mumbai

2. Dr. Rajani Mullerpatan
   Professor-Director,
   MGM School of Physiotherapy,
   MGM Institute of Health Sciences,
   Navi Mumbai

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of **4 September, 2023** by and between

Society for Education, Action and Research in Community Health (SEARCH), Gadchiroli Maharashtra, India, Campus, an internationally renowned community health organization, through its Director Dr. Abhay Bang (hereinafter referred to as "SEARCH" which term unless repugnant to the context includes its successors and permitted affiliates)

AND

MGM Institute of Health Sciences, a deemed to be University, through its constituent unit/department the MGM School of Physiotherapy, a research and educational institution, having its office at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209 through its Authorized Representative, Dr Rajesh Goel, Registrar, (hereinafter referred to as 'MGMIHS/MGMSOP').

Society for Education, Action and Research in Community Health (SEARCH), Gadchiroli and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

Whereas "Society for Education, Action and Research in Community Health (SEARCH)" is a Non-Governmental Organization (NGO) working in the poorest, semi-tribal district, Gadchiroli, in the state of Maharashtra, India. SEARCH runs several health programs such as providing medical care through a hospital for the tribal and rural people of Gadchiroli, community health care in 230 villages, reproductive health education for youth and women, prevention and deaddiction of alcohol and tobacco, participatory program for tribal development, training of trainers from different part of country and abroad, field research to improve rural health services and advocacy to influence policy. Over past 37 years, SEARCH has been able to make some important breakthrough in the public health problems of India, and globally.

Whereas, MGM Institute of Health Sciences, established in the year 2006, is a deemed to be University with 10 constituent units and is a NAAC accredited institute with A++ grade. It is continuously ranked in NIRF since 2019 onwards. Its hospitals are NABH accredited and clinical laboratories are NABL accredited. Its research laboratories are SIRO recognized. The MGM School of Physiotherapy (MGMSOP), is a constituent unit/department of MGMIHS. MGMSOP

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

SEARCH REG.No. F-224 GAD GADCHIROLI

undertakes and conducts the Bachelor of Physiotherapy BPT (4 ½ years), Master of Physiotherapy MPT (2-years) and PhD programs. MGMIHS through the MGMSOP provides good quality education to its students in the field of Physiotherapy and has the required infrastructure, facilities including research facilities and an advanced biomechanics laboratory. MGMIHS also undertakes research projects and programs for its students and faculty. MGMIHS has undertaken various projects, programs and research activities with renowned institutes and entities. MGMIHS through MGMSOP is engaged in research, development of medical technology and validation of medical devices.

Whereas MGMIHS has an advanced biomechanics laboratory, which undertakes evaluation of human motion and development of devices proposed to be used in rehabilitation of people with musculoskeletal and neurological disorders.

Whereas, SEARCH has exclusive facilities of established a solid community support in the villages of Gadchiroli due to its work in the area over past 37 years, has a dedicated Centre for Spine and Joint Health (CSJH), conducts regular OPDs, IPDs, Surgeries and Physiotherapy in SEARCH Hospital. The center also runs a Mobile Physiotherapy unit to villages. SEARCH receives the service of eminent spine surgeon, expertise in Physiotherapy and rehabilitation, and is in the process of establishing a dedicated Neuro-rehabilitation center.

Whereas the parties have realized the importance of collaborating with each other jointly leveraging each other's strengths and expertise and hence agree to establish a basis for collaboration according to the terms and conditions set out in this MOU.

Whereas the parties agree that this MOU (Master MOU) is in no way intended to create a legal or binding obligation on either party. The MOU serves only as a record of the parties' current intentions to enhance relationships of the Institutions going forward. The parties agree that the parties shall as and when required enter into separate independent agreements for the specific collaboration /programs or projects under this MOU.

Whereas the Parties desire to record the broad terms and conditions that are mutually accepted and agreed to by and between them in this MOU as contained hereunder.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. AREAS OF COOPERATION

The parties shall explore collaboration in the following areas to include but not limited to:

i. Student training: To provide experiential learning experience to MPT students in public health.

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

SEARCH REG.No. F-224 GAD GADCHIROLI

ii. Research: To engage in collaborative research projects and jointly supervised PhD projects.

2. IMPLEMENTATION

i. All programs or activities implemented under the term of this memorandum of understanding shall be mutually agreed upon in writing and the Parties will enter into a definitive agreement through a separate agreement (MoA), covering specific objectives, activities, timelines, milestones, deliverables, planned dates of intended projects, and other relevant points.

ii. Financial arrangements for each specific programme agreed under this MoU, will be decided mutually on a case- to-case basis and brought on record in each case after due approval from the competent authorities from the Parties.

iii. The roles and responsibilities of each Party will be decided in each definite agreement based on the scope of work.

iv. Both Parties shall be fully responsible for the activities carried out under its direction or by its staff, except as otherwise agreed by Parties

v. Both Parties will designate one officer each who will develop and coordinate specific programs or activities between them.

3. DURATION OF THE AGREEMENT, TERMINATION, AND MODIFICATION

This agreement shall remain in force for an initial period of five (5) years, from the date of the signature/execution by the duly authorized representatives of the parties, and may be renewed by mutual agreement of the parties for a further period thereafter.

Either party may terminate this MOU with 90 days' notice in writing to the other party. In the event of termination, the parties will take steps to bring the activities under this MOU to a prompt and orderly conclusion. If the MOU is terminated neither party shall be liable to the other for any monetary or other losses that may result. The parties agree that the Agreements/MOU executed pursuant to this MOU shall be treated as independent and separate agreements/MOU and shall be governed by the terms of the said agreements/MOU.

The parties agree that this MOU if required may be amended with the mutual consent of the parties. All amendments shall be in writing, by way of an addendum, and shall be signed by the authorized representatives of the parties.

4. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU.

i. For Joint projects any Results which are generated by both Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

SEARCH
REG No F-224 GAD
GADCHIROLI

Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by both Parties who have generated such Joint Results (the "Joint Owners") in proportion to the respective contribution of each Party.

ii. For Jointly conceived and or developed IP Parties will be committed to the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the Parties

iii. Pre-existing materials/IP shall be put on record. In case it is used or bundled in the relevant reports or in the course of the services to be delivered.

iv. The program ideas, innovations, pilots, practices developed by any one party prior to this MoU or independent of each other will be kept confidential, and will not be copied, imitated, replicated or shared by the other party without written consent of the originator party.

v. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement depending on the scope of work undertaken and contribution of the inventors.

5. PUBLICATION.

i. The parties agree that all publications coming out of the joint research shall be jointly published. Research articles shall be published jointly with intimation to both parties. Each party may use such property only for research and scholarly purposes. The parties are free to jointly publish the results arising from the collaboration in any journal, magazine or publication, or other media with intimation to the other party. Such approvals shall be considered by the Parties post protection of any overlapping IP under protection on a priority basis, preferably within 30 days. Post IP protection, the Parties may agree to publish the result jointly. In such cases, publication costs will be shared jointly.

ii. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

6. NON-DISCLOSURE

Neither Party nor its authorized personnel, students, related personnel, etc. will disclose or make available to any third party any information or confidential information, whether documented or not, relating to the objectives, scope, work, effort, or results of work performed during the period of this MOU or any other documents and or information received under this MOU. Every joint research would have a separate Memorandum of Association (MoA) and may also include a separate non-disclosure agreement signed by the investigators from both institutions as and when required. This MoA would cover

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

SEARCH REG.No F-224 GAD GADCHIROLI

general issues and the financial expenses incurred related to respective projects, as applicable & actual by any of the parties, will be addressed separately as the need be.

In this Clause "confidential information" means: (i) all information or data of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans, or affairs of a Party or third party to whom the Party owes a duty of confidence; (ii) any document or information or data marked "Commercial in Confidence" or otherwise expressly designated as confidential and (iii) any information or data which by its nature the recipient ought reasonably to conclude was confidential information of the Party in all cases including all copies of the above on any media (including electronic media) whatsoever, but excludes the following:

a) Information actually known to the disclosing Party prior to its disclosure;

b) Information independently developed by the Party receiving the confidential information or communicated to it in circumstances otherwise than where its disclosure imparted a duty of confidence;

c) Information that is or becomes generally and freely publicly available through no fault of the receiving Party or its servants or agents;

d) Such information which is required to be disclosed to or by any Court, tribunal, or Governmental authority with competent jurisdiction.

7. NOTICES

Any notices given under this MOU will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

Society for Education, Action and Research in Community Health (SEARCH),

Address: Gadchiroli, Maharashtra, India

MGM Institute of Health Sciences

Address - MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209

8. MISCELLANEOUS

a) **Assignment.**

Neither party may assign this MOU or the rights thereunder.

b) **Survival.**

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

SEARCH
REG.No.
F-224 GAD
GADCHIROLI

Any of the sections that include any other rights and obligations under this MOU which by their nature should survive, shall survive the expiration or termination of this MOU.

c) **Severability**

If any provision of this MOU becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this MOU and will be deemed to be deleted from this MOU. If such deletion substantially alters the basis of this MOU, the parties will negotiate in good faith to amend the provisions of this MOU to give effect to the original intent/object of the parties under this MOU.

d) **Independent Entities.**

SEARCH and MGMIHS are independent parties and neither is an agent, joint venture partners, or partner of the other.

e) **Order of Precedence.**

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

f) **Entirety.**

This MOU 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.

g) **Amendments.**

The Amendments or changes to this MOU must be in writing and signed by duly authorized representatives of both parties.

h) **Counterparts.**

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

i) **Dispute Resolution.**

In event of dispute or claim between the parties concerning the interpretation of any provision of this MOU or the performance of any of the terms/obligations of/under this MOU, such matter or matters in dispute shall be first settled amicably by setting up a

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

SEARCH
REG.No.
F-224 GAD
GADCHIROLI

mutually agreeable committee of surgeons. The parties after due discussion shall try their level best to resolve the disputes arising out of this MOU, 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 arbitration shall be held at Navi Mumbai.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.

Through its authorized representative

1. **Society for Education, Action and Research in Community Health (SEARCH), Gadchiroli, Maharashtra, India**

Dr. Abhay Bang
Director, SEARCH
Date:

SEARCH REG.No. F-224 GAD GADCHIROLI

In presence of

1. Dr. Anand Bang
   Jt. Director, SEARCH

2. Mr. Tushar Khorgade
   Jt. Director, SEARCH

2. MGM Institute of Health Sciences, Navi Mumbai

Dr Rajesh Goel
Registrar
Date: 04th September 2023

MGM INSTITUTE OF HEALTH SCIENCES Deemed University Navi Mumbai NAVI MUMBAI

Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

In presence of

1. Dr. Shashank Dalvi
   Vice Chancellor, MGM Institute of Health Sciences,
   Navi Mumbai.

2. Dr. Rajani Mullerpatan
   Professor-Director
   MGM School of Physiotherapy,
   MGM Institute of Health Sciences, Navi Mumbai

3. Dr. Chandramani Pathak
   Research Director, MGM Institute of Health Sciences,
   Navi Mumbai.

MGM School of Physiotherapy NAVI MUMBAI

MGM INSTITUTE'S UNIVERSITY DEPARTMENT OF PROSTHETICS & ORTHOTICS
(A constituent unit of MGM INSTITUTE OF HEALTH SCIENCES, NAVI MUMBAI)
(Deemed to be University u/s 3 of UGC Act, 1956)
Grade 'A++' Accredited by NAAC
Sector-1, Kamothe, Navi Mumbai-410 209 | Tel.: 022-27437829, 27437620
Email: mgmudpo@mgmuhs.com | Website: www.mgmudpo.edu.in

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") executed on this 21st day of AUGUST Two Thousand And Twenty Four ("**Effective Date**") by and between **MGM Institute of Health Sciences,** through its Department of Prosthetics and Orthotics, MGM Educational Campus, Sector1, Kamothe, Navi Mumbai-410209 (hereinafter referred to as "**MGMIHS/the Institute**") through its authorized signatory Dr. Rajesh B. Goel, Registrar, MGM Institute of Health Sciences, Kamothe, Navi Mumbai and M/s Arta Live Sdn Bhd., with Company registration number (Co No: 842552-X), having its registered office at No 16, Persiaran 65C, Pekeliling Business Centre, off Jalan Pahang Barat, 53000 Kuala Lumpur, MALAYSIA (hereinafter referred to as "**the Company/MNC**") represented by its authorized signatory Mr. Sudarsan Swain, Clinical Manager, Arta Live Sdn Bhd.

WHEREAS:-

(A) MGMIHS is a deemed to be University, recognized under the University Grants Commission Act, 1956. MGMIHS runs and administers educational institutions and medical colleges in Navi Mumbai and Aurangabad. The aims and objects of MGMIHS are to help promote education, medical education, provide good quality medical facilities etc at reasonable rates. The MGM Institute's University Department of Prosthetics and Orthotics (**MGMIUDPO**) is a constituent unit of the MGMIHS. MGMIUDPO is engaged in imparting education and offers the Bachelor's in Prosthetics and Orthotics (B.P.O.) course. MGMIUDPO is also inter alia engaged in various research activities, clinical research and training activities.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this MOU, including all the terms and conditions which follow:-

1. Authorized Signatory for
MGMIHS- MGMUDPO

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

1.1 Name: Dr. Rajesh B. Goel
Designation: Registrar

1.2 Name: Dr. Uttara Deshmukh
Designation: Head of the Department

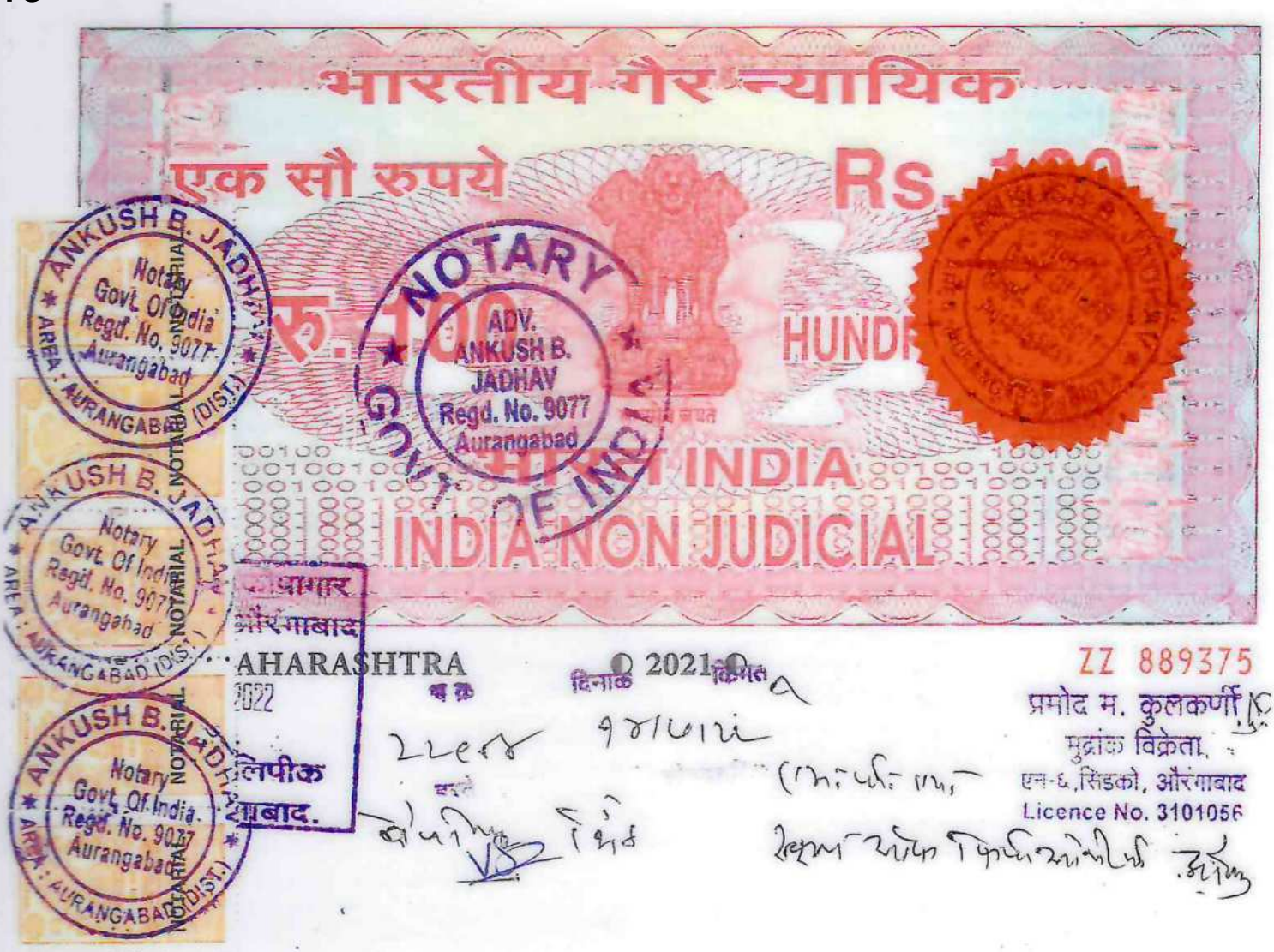
Head of the Department,
MGM INSTITUTE'S UNIVERSITY DEPARTMENT
OF PROSTHETICS AND ORTHOTICS
NAVI MUMBAI

1.3 **Investigator/ Coordinator:**
Name: Dr. Swagatika Mishra, Professor (P&O)
Designation: Jt. Director, International Collaboration,
MGMIHS, Navi Mumbai
Email id: - jtdir.ic@mgmuhs.com
Contact Number: - +91-8691880410

MGM INSTITUTE'S UNIVERSITY DEPARTMENT OF PROSTHETICS & ORTHOTICS
NAVI MUMBAI

2. Authorized Signatory for
ARTA LIVE Sdn Bhd
Name: Mr. Sudarsan Swain,
Designation: Clinical Manager,
Arta Live Sdn Bhd.
No 16, Persiaran 65C,
Pekeliling Business Centre, off Jalan Pahang Barat, 53000 – Kuala Lumpur, Malaysia
Email id: - sudarsan@artalive.com.my
Contact Number: - +60-11-72446773

ARTA LIVE SDN. BHD. (842552-X)



Memorandum of Understanding MOU
Between
M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad and
Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad & Saksham Sambhaji Nagar.

As a part of our special clinical training for students program, **MGM School of Physiotherapy, N-6, CIDCO, Aurangabad** enters into this Memorandum of understanding with **Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad& Saksham Sambhaji Nagar,** to further our vision of optimizing our healthcare delivery and the overall health and wellbeing of disabled people as well as education and learning of clinical skills for physiotherapy students. The purpose of this MOU is to define goals and expectations for relationship between **MGM School of Physiotherapy, N-6, CIDCO, Aurangabad and Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad& Saksham Sambhaji Nagar,** so as to pertain the services for disabled people. This MOU will provide a framework for access to rehabilitation services, effective collaborations and timely communication among **MGM School of Physiotherapy and Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad& Saksham Sambhaji Nagar.**

Expectations:

Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad & Saksham Sambhaji Nagar.	MGM School of Physiotherapy, N6, Cidco, Aurangabad
Inform **Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad & Saksham Sambhaji Nagar** of the relationship with M.G.M. school of Physiotherapy,N6, Cidco, Aurangabad	Providing logistical support for transportation, materials to students for successful health care delivery in **Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad& Saksham Sambhaji Nagar.**
Allowing assistance and guidance to students of MGM School of Physiotherapy, N-6, Cidco, Aurangabad from technical and medical or paramedical staff during scheduled clinical posting program.	Scheduling clinical posting program and managing patient care and safety during Physiotherapy treatment
Provide students of MGM school of Physiotherapy, N6, Cidco, Aurangabad with any necessary medical information including diagnosis, medications and treatment needs.	Review clinical information sent by the primary care provider (PCP) and work on it practically in real world. It will also provide opportunities to carry out new researches on the patients attending the rehabilitation sessions.
Students of MGM school of Physiotherapy, N6, Cidco, Aurangabad should be treated with proper dignity and professionalism.	If any important communication related to patient safety is there, it will be communicated properly.

Other terms:

Volume or Value of Referrals
Nothing in this MOU requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or businesses to either Party by the other Party. Neither Party shall track such referrals for purposes relating to setting the compensation of its professionals or influencing their choice.
Confidentiality
The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of their special children in accordance with all applicable state laws and regulations. The Parties (and their directors, officers, employees, agents and contractors) shall not use or disclose special children information, other than as permitted or required by this MOU for the proper performance of duties and responsibilities here under. The Parties shall use appropriate safeguards to prevent use or disclosure of special children information, other than as provided for under this MOU.
Termination
This MOU may be terminated by either Party without penalty or cause by giving written notice to the other Party.
Notices
All notices and other communications required or permitted under this MOU, unless otherwise stated, shall be deemed duly given if in writing and delivered personally, via e-mail.
Dispute Resolution
If a dispute arises regarding this MOU, **M.G.M. school of Physiotherapy, N6, Cidco, Aurangabad** and **Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad& Saksham Sambhaji Nagar.** shall first attempt to resolve it by informal discussions between Parties, unless there are circumstances under which an extended resolution procedure may endanger the health and safety of special children.
Relationship of the Parties
The Parties are and shall remain separate and independent entities. Neither Party shall be construed to be the agent, partner, co-venture, employee or representative of the other Party.
Amendments
This MOU may be modified or amended in writing with the express written consent of both Parties.

IN WITNESS WHEREOF, the Parties here have executed this MOU as of the dates written below.

MGM School of Physiotherapy, N6, Cidco,Aurangabad	Samagra Shiksha Abhiyan Aurangabad Municipal Corporation Aurangabad& Saksham Sambhaji Nagar.
Signed: Title: Dr. Rinkle Malani (Director) Date: 11/07/2022	Signed: Title: Dr. Sandip Sisode (Psychology), Dr. Aditi Shardul Date: 11/07/2022

IDENTIFIED & DRAFTED
BY Mr.:

BEFORE ME
18/7/22
ADV. ANKUSH B. JADHAV
Notary Govt. Of India
Regd. No. 9077 Aurangabad

Abhijit S. Joshi

ANKUSH B. JADHAV Notary Govt. Of India Regd. No. 9077 Aurangabad

Memorandum of Understanding
Between
MGM School of Physiotherapy, Aurangabad
And
Sports Authority of India, Aurangabad.

This Memorandum of understanding is dated on 09.10.2021 and made between,

1. **MGM School of Physiotherapy, N-6, Cidco, Aurangabad.**
2. **Sports Authority of India, NCOE, Aurangabad**

1. **Objectives:-**
   1. **MGM School of Physiotherapy & Sports Authority of India, NCOE, Aurangabad** wish to build and outgrow a mutual understanding for general purpose of promoting teaching, educational, research & other collaborative activity for the mutual benefit of both the institutes.
   2. This MOU sets out below the principles by which **MGM School of Physiotherapy & Sports Authority of India, NCOE, Aurangabad** may initiate necessary arrangements.

3 MGM School of Physiotherapy graduates, post graduates will attend clinical training at **Sports Authority of India, Aurangabad**.

2 Principles:-

MGM School of Physiotherapy & Sports Authority of India, Aurangabad agrees the following.

1 To identify & develop mutually beneficial educational opportunities, progresses & wish to enter in this MOU for the development of physiotherapy students, faculties, sports scientist, coaches and athletes.

2. To explore research opportunities that may develop from the alignment of **MGM School of Physiotherapy & Sports Authority of India, NCOE, Aurangabad.**

3. Any activity carried out within the broad framework of this MOU shall be subject to mutual consent of the both parties.

4. Both the parties to emphasize upon common objectives & goals for promotion & development of sports activities & sports persons.

5. MGM School of Physiotherapy will render the services as per laid down policy of Sports Authority of India, NCOE, Aurangabad.

3 Renewal, Amendment & Termination:-

1. This MOU shall be effective for an initial period of 3 years from this date. Thereafter this MOU may be extended for a further period by mutual consent to be made in writing by both the parties.

2. The parties may amend this MOU at any time, provided it is with prior written consent of both parties.

3. Either party may terminate this MOU at any time by giving six months notice to the other party in writing.

4 Settlement of Disputes:-

1. Any dispute arising out of the interpretation or implementation of this MOU will be settled by the parties on mutual understanding.

2. This MOU records the understanding between the parties & is not intended to be legally binding document & shall not be enforceable in any court of law.

IDENTIFIED BY Shri Smt. Shivaji Kwad R/o. 29213275 Sainad

1. MGM School of Physiotherapy

Sign:-

By:- Dr. Principal MGM School of Physiotherapy

Position:- Principal

For:- MGM School of Physiotherapy, Aibad

2. Sports Authority of India, Aurangabad.

Sign:-

By:- V. P. Bhandari

Position:- Director

For:- Sports Authority of India NCOE, Aurangabad

BEFORE ME
Affidavit Sworn on Oa

Bhimrao S. Mundhe
Notary
Govt. of India
Reg.No. 4707

09 OCT 2021
NOTED & REGISTERED
AT Sr.No. 3340/21
THIS DOCUMENT CONTAIN

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

NOTARY Reg.No.663 Exp. Date Aurangabad District GOVT. OF MAHARASHTRA

महाराष्ट्र MAHARASHTRA ◐ 2017 ◐ SY 407259

जिल्हा कोषागार कार्यालय औरंगाबाद
- 4 JUN 2018
मुद्रांक लिपीक
जि.को.अ. औरंगाबाद.

अ.क्र. 560 दि. 08/06/18 रक्कम- 100
इसमे - मेमोरंडम ऑफ अंडरस्टँडिंग
कोणासाठी एम.जी.एम स्कूल ऑफ फिजिओथेरपी

व्ही.पी.अंभोरे,
स्टॅम्प व्हेंडर
हायकोर्ट परिसर, औरंगाबाद
परवाना क्र.- ३१०१०३०

Memorandum of Understanding
MOU Between:

M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad and Primary Health Care Center, Adul,

As part of our patient-centered clinical postings program, **M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad** enters into this Memorandum of Understanding (MOU) with **Primary Health Care Center, Adul** to further our vision of optimizing health care delivery and the overall health and well being of patients as well as education and learning of clinical skills for Physiotherapy students. The purpose of this MOU is to define goals and expectations for the relationship between **M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad** and **District Health Office, Z.P. Aurangabad** as it pertains to the care of patients who receive services from Physiotherapy students in **M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad**. This MOU will provide a framework for access to services, effective collaboration, and timely communication among both healthcare service providers and Physiotherapy students.

Goals for M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad and District Health Office, Z.P. Aurangabad:

- Provide optimal health care for patients, allowing access to Physiotherapy services. This includes care that is timely, high quality, and patient-centered.
- Improve collaboration, communication, coordination of services, and continuity of care by supporting efficient, real-time communication of patient information among those caring for the patient.
- Foster learning in Physiotherapy students by community centered health care delivery at rural and semi urban areas.
- Providing timely physical function and fitness screening at remote places for early prevention and rehabilitation services.

NOTARY Reg.No.663 Exp. Date Aurangabad GOVT. OF MAHARASHTRA

NOTARY Reg.No.663 Exp. Date Aurangabad GOVT. OF MAHARASHTRA

Expectations:

District Health Office, Z.P. Aurangabad	M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad
Inform Primary Health Care Center, Adul of the relationship with M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad	Providing logistical support for transportation and required equipment's or necessary tools and materials to students for successful health care delivery in each respective health care center.
Allowing assistance and guidance to students of M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad from technical and medical or paramedical staff during internship	Scheduling Internship program and managing patient care and safety during Physiotherapy treatment
Provide students of M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad with any necessary medical information for the admission, including medications, chronic diagnosis, etc.	Review clinical information sent by the primary care provider (PCP).
Confer with students of M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad to provide list of specialists who have agreed to provide services patients if indicated.	At the discretion of the attending provider, contact PCP during the hospital admission to discuss any serious complications or change in status and collaborate on recommended plan to support the patient/family, as appropriate. Also, Inform patient of diagnosis and prognosis.

Other terms:

Volume or Value of Referrals
Nothing in this MOU requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or businesses to either Party by the other Party. Neither Party shall track such referrals for purposes relating to setting the compensation of its professionals or influencing their choice.
Confidentiality
The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of their patients in accordance with all applicable state laws and regulations. The Parties (and their directors, officers, employees, agents and contractors) shall not use or disclose patient information, other than as permitted or required by this MOU for the proper performance of duties and responsibilities here under. The Parties shall use appropriate safeguards to prevent use or disclosure of patient information, other than as provided for under this MOU.
Termination
This MOU may be terminated by either Party without penalty or cause by giving written notice to the other Party.
Notices
All notices and other communications required or permitted under this MOU, unless otherwise stated, shall be deemed duly given if in writing and delivered personally, via e-mail.
Dispute Resolution
If a dispute arises regarding this MOU, **M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad** and **District Health Office, Z.P. Aurangabad** shall first attempt to resolve it by informal discussions between Parties, unless there are circumstances under which an extended resolution procedure may endanger the health and safety of patients.
Relationship of the Parties
The Parties are and shall remain separate and independent entities. Neither Party shall be construed to be the agent, partner, co-venture, employee or representative of the other Party.
Amendments
This MOU may be modified or amended in writing with the express written consent of both Parties.

IN WITNESS WHEREOF, the Parties here have executed this MOU as of the dates written below.

M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad	**District Health Office, Z.P. Aurangabad**
Signed: V. L	Signed:
Title: Dr. Sayath Baby	Title: Dr Ichalgankar V. B
Date: 31/07/2018	Date: 31/7/18

V.L
Principal
MGM School of Physiotherapy
Aurangabad

MGM School of Physiotherapy Aurangabad

BEFORE ME
1/8/18
P.U. KALUSE PATIL
NOTARY GOVT. OF MAHARASHTRA
AURANGABAD
MOB : 9422702279
P. U. KALUSE PATIL

महाराष्ट्र MAHARASHTRA ◑ 2020 ◑ XC 790110

दु.नि.सह. दुय्यम निबंधक वर्ग-२ औरंगाबाद

दाखक करणाचा प्र.३१०१७१

म.क. 3257 दि. 19 JAN 2021 किंमत/-

कोणाकरिता MGM School of Physiotherapy, Aurangabad

दस्ताचे Chandrakant Dakhore

जिल्हा न्यायालय औरंगाबाद

- 5 JAN 2021

मुद्रांक प्रमुख लिपीक
व.को.अ. औरंगाबाद.

Memorandum of Understanding
MOU Between:

M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad and Primary Health Care Center, Warudkazi and associate sub-centres, As part of our patient-centered clinical postings program, **M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad** enters into this Memorandum of Understanding (MOU) with **Primary Health Care Center, Warudkazi and associate sub-centres,** to further our vision of optimizing health care delivery and the overall health and well being of patients as well as education and learning of clinical skills for Physiotherapy students. The purpose of this MOU is to define goals and expectations for the relationship between **M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad** and **District Health Office, Z.P. Aurangabad** as it pertains to the care of patients who receive services from Physiotherapy students in **M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad**. This MOU will provide a framework for access to services, effective collaboration, and timely communication among both healthcare service providers and Physiotherapy students.

Goals for M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad and District Health Office, Z.P. Aurangabad:

- Provide optimal health care for patients, allowing access to Physiotherapy services. This includes care that is timely, high quality, and patient-centered.
- Improve collaboration, communication, coordination of services, and continuity of care by supporting efficient, real-time communication of patient information among those caring for the patient.
- Foster learning in Physiotherapy students by community centered health care delivery at rural and semi urban areas.
- Providing timely physical function and fitness screening at remote places for early prevention and rehabilitation services.

Expectations:

District Health Office, Z.P. Aurangabad	M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad
Inform Primary Health Care Center, Warudkazi and associate sub-centres of the relationship with M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad	Providing logistical support for transportation and required equipment's or necessary tools and materials to students for successful health care delivery in each respective health care center.
Allowing assistance and guidance to students of M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad from technical and medical or paramedical staff during internship	Scheduling Internship program and managing patient care and safety during Physiotherapy treatment
Provide students of M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad with any necessary medical information for the admission, including medications, chronic diagnosis, etc.	Review clinical information sent by the primary care provider (PCP).
Confer with students of M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad to provide list of specialists who have agreed to provide services patients if indicated.	At the discretion of the attending provider, contact PCP during the hospital admission to discuss any serious complications or change in status and collaborate on recommended plan to support the patient/family, as appropriate. Also, Inform patient of diagnosis and prognosis.

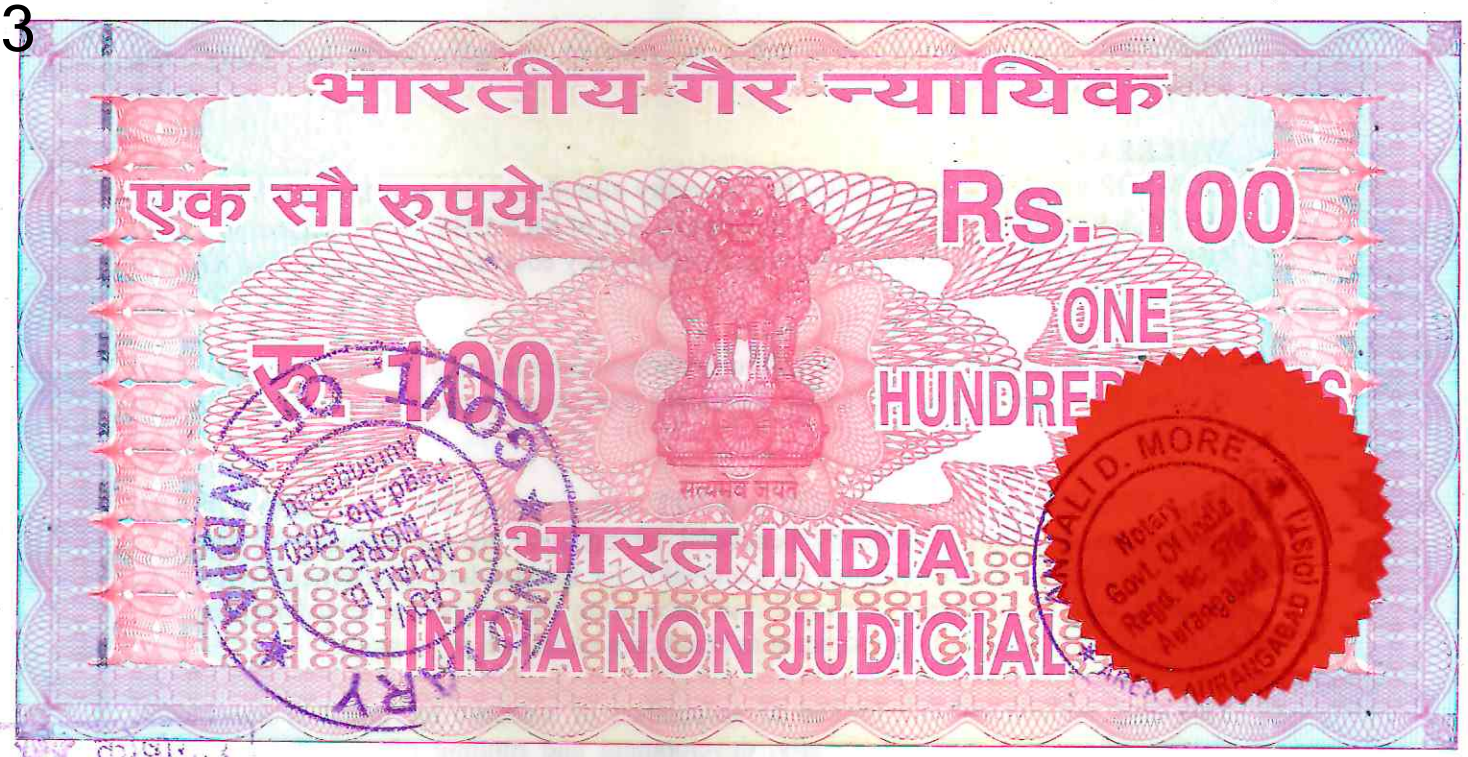
Other terms:

Volume or Value of Referrals
Nothing in this MOU requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or businesses to either Party by the other Party. Neither Party shall track such referrals for purposes relating to setting the compensation of its professionals or influencing their choice.
Confidentiality
The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of their patients in accordance with all applicable state laws and regulations. The Parties (and their directors, officers, employees, agents and contractors) shall not use or disclose patient information, other than as permitted or required by this MOU for the proper performance of duties and responsibilities here under. The Parties shall use appropriate safeguards to prevent use or disclosure of patient information, other than as provided for under this MOU.
Duration
This MOU is signed for an initial period of 2021-2022 to 2022-2023 [2years] and may be renewed by mutual agreement between the parties
Termination
This MOU may be terminated by either Party without penalty or cause by giving written notice to the other Party.
Notices
All notices and other communications required or permitted under this MOU, unless otherwise stated, shall be deemed duly given if in writing and delivered personally, via e-mail.
Dispute Resolution
If a dispute arises regarding this MOU, **M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad** and **District Health Office, Z.P. Aurangabad** shall first attempt to resolve it by informal discussions between Parties, unless there are circumstances under which an extended resolution procedure may endanger the health and safety of patients.
Relationship of the Parties
The Parties are and shall remain separate and independent entities. Neither Party shall be construed to be the agent, partner, co-venture, employee or representative of the other Party.
Amendments
This MOU may be modified or amended in writing with the express written consent of both Parties.

IN WITNESS WHEREOF, the Parties here have executed this MOU as of the dates written below.

M.G.M. School of Physiotherapy, N6, Cidco, Aurangabad	District Health Office, Z.P. Aurangabad
Signed: Principal	Signed:
Title: MGM School of Physiotherapy Aurangabad	Title: District Health Officer Zilla Parishad, Aurangabad.
Date: 05/02/21	Date:

MGM School of Physiotherapy Aurangabad



महाराष्ट्र MAHARASHTRA ◑ 2022 ◑

33AA 492168

अ.क्र. 1707 कोणासाठी MGM School of Physiotherapy

दिनांक 28 JUL 2023

रक्कम 100/

हस्ते एस.डी.जोशी (चोबे)

एस.डी.जोशी (चोबे)
शासकीय मुद्रांक र.नं.3101047
से.न हिल्स कॉलनी, प्लॉट नं. 60
जालना रोड, औरंगाबाद.

13 JUL 2023

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** ("MOU") is entered into this Day 31st July,2023.

Between

MGM SCHOOL OF PHYSIOTHERAPY having its registered office at MGM Campus N-6 Cidco, Aurangabad Pin.431005 India, represented by_____ here in after referred to as **MGMSOP** which is a well- known and reputed institute conducting health/medical education and engaged in research activities, which expression shall unless repugnant to context in which it is used, includes his successor in office and assigns) of the **FIRST PART**

And

Dharma Foundation of India with its Registered Office at New Delhi (hereinafter referred as **"DFI"**);
(Through **Dr. Alaknanda Banerjee**) the duly authorised representative and signatory **OF THE SECOND PART**

MGMSOP and DFI may hereinafter be referred to individually as "*Party*" and collectively as "*Parties*".

WHEREAS:
MGMSOP which is a deemed- to- be university established u/s 3 of the UGC Act 1956. (MGM School of Physiotherapy), a constituent unit of MGMIHS, Navi Mumbai is a well-known and reputed institute conducting Physiotherapy education and engaged in research activities

AND WHERE AS DFI is a non-profit organization established as a charitable trust based at New Delhi. It caters to the health, social and recreation needs & opportunities for aged people.

AND WHEREAS now **MGMSOP** and **DFI** wish to enter into an agreement for the purpose of providing a mutually beneficial arrangement for the purpose of updating, enhancing and further developing, on a mutual basis, the standard of healthcare education, research and Physiotherapy practice and promoting the exchange of information and provision of training and development in healthcare education & research.

This may include but not limited to acceptance of students for practical attachment, sharing of training material, faculty, development and running of specialized courses, collaboration in areas of research, training & industrial design and conducting clinical evaluation, study trials, CMEs, protocols and data analysis.

For each specific activity the financial and other deliverables will be jointly worked out and formalized through separate agreement as the case may be.

THE PARTIES AGREE as follows:

ARTICLE I
COLLABORATION

The Parties will collaborate in the manner described in the Schedule ("Collaboration").

ARTICLE II
COSTS OF COLLABORATION

No party shall be held liable, by the other party, for any of the cost incurred during the collaboration.

ARTICLE III
NON-BINDING NATURE OF MOU

Notwithstanding anything contained in this MOU, including the Schedule, to the contrary, the Parties agree that save for the provisions of this Article III (Non-Binding Nature of MOU) and Article II (Costs of Collaboration), V (Confidentiality & Proprietary Branding) and VI (Governing Law), this MOU has no legal or binding effect.

This MOU does not create any legal obligation to enter into any form of collaboration between the Parties and shall not be deemed to be an exclusive arrangement for either Party.

Not with standing anything hereinabove both the parties may mutually agree for further collaborations on more areas of Medical Education & research as per the terms and conditions to be entered through a detailed written agreement.

Term of MOU: This MOU shall remain in force for a period of 5 yrs from the effective date.

Effective date: Shall mean the date of signing of this agreement by both parties.

ARTICLE IV
ASSISTANCE, COOPERATION AND GOOD FAITH OF THE PARTIES

The Parties acknowledge that the attainment of the objectives of this MOU is dependent upon the joint efforts of both parties through mutual trust and confidence and conducted in good faith. In this regard, the Parties shall endeavor to make available to the other such assistance as may be reasonably necessary, as they mutually determine, to attain the objectives.

ARTICLE V
CONFIDENTIALITY & PROPRIETARY BRANDING

A Party in receipt of Confidential Information from the other Party must not use or disclose the other Party's Confidential Information without that other Party's prior consent.

Neither Party may make any public announcement in relation to this MOU without first obtaining the approval of the other Party. Confidential Information means (i) the subject and terms of this MOU and (ii) all information (in whatever form) disclosed by one Party to the other, whether before or after the date of this MOU but excludes information which (a) is or becomes public knowledge other than through a breach of this MOU (b) the recipient can show to the discloser's reasonable satisfaction to have been in the recipient's lawful possession prior to disclosure or (c) the recipient can show to the discloser's reasonable satisfaction to have been lawfully received from a third party not obliged to keep that information confidential.

Each Party shall not use any name, logo, trade name, trademark, service mark or other symbol associated with the other Party without the prior consent of the other Party.

ARTICLE VI
AMENDMENTS & TERMINATION

Amendments - This MOU may be modified or amended in writing with the express written consent of both parties.

Termination – The parties have the option to withdraw from any or all other areas of cooperation covered by this MOU by giving a notice of not less than 10 days in writing to other party informing the cause(s) for termination. However the provisions of confidentiality shall bind both parties.

IN WITNESS WHEREOF, the parties hereby affix their signatures on the date and place mentioned above.

Signed by)
Name: DR-ALAKANANDA BANERJEE)
Designation: FOUNDER CHAIRPERSON)
Duly authorized to sign for and on behalf of:)
Dharma Foundation of India)
in the presence of :)
Name: PRERANA DALVI
Signature: Prerana

31/7/23
Signature

Signed by)
Name: Dr. RINKLE HOTWANI)
Designation: PROFESSOR & DIRECTOR)
Duly authorized to sign for and on behalf of:)
MGM School of Physiotherapy)
In the presence of:)
Name: PRERANA DALVI
Signature: Prerana

Signature

ENTIFIED & DRAFTED
(Mr.:

BEFORE ME
31/7/23
ADV. ANJALI D. MORE
Notary Govt. Of India
Regd. No. 5760 Aurangabad

SCHEDULE

Collaboration

- **Subject to contract & arrangements to be made MGM School of Physiotherapy Deliverables, include, and are not limited to:**
    - To develop protocols which would focus on identifying needs and areas of rehabilitation and training for elders, women, children and patients for family members/community workers/doctors/nurses/paramedics/therapists in their home/workplace/hospital regarding treatment/handling of patients, and lay people to train as physiotherapists for public health.
    - Evaluate, assess, and work for the solutions to the identified problems. Develop mobile health solutions.
    - To develop workshop for patients/ elders/ children/ family members/community workers doctors / therapists/ nurses / paramedics/ therapists to get oriented to the concepts developed.

- To provide DFI with expertise, in healthcare platform design, development and testing of new protocols and data analysis.
- To Conduct Joint Research & Educational Projects.

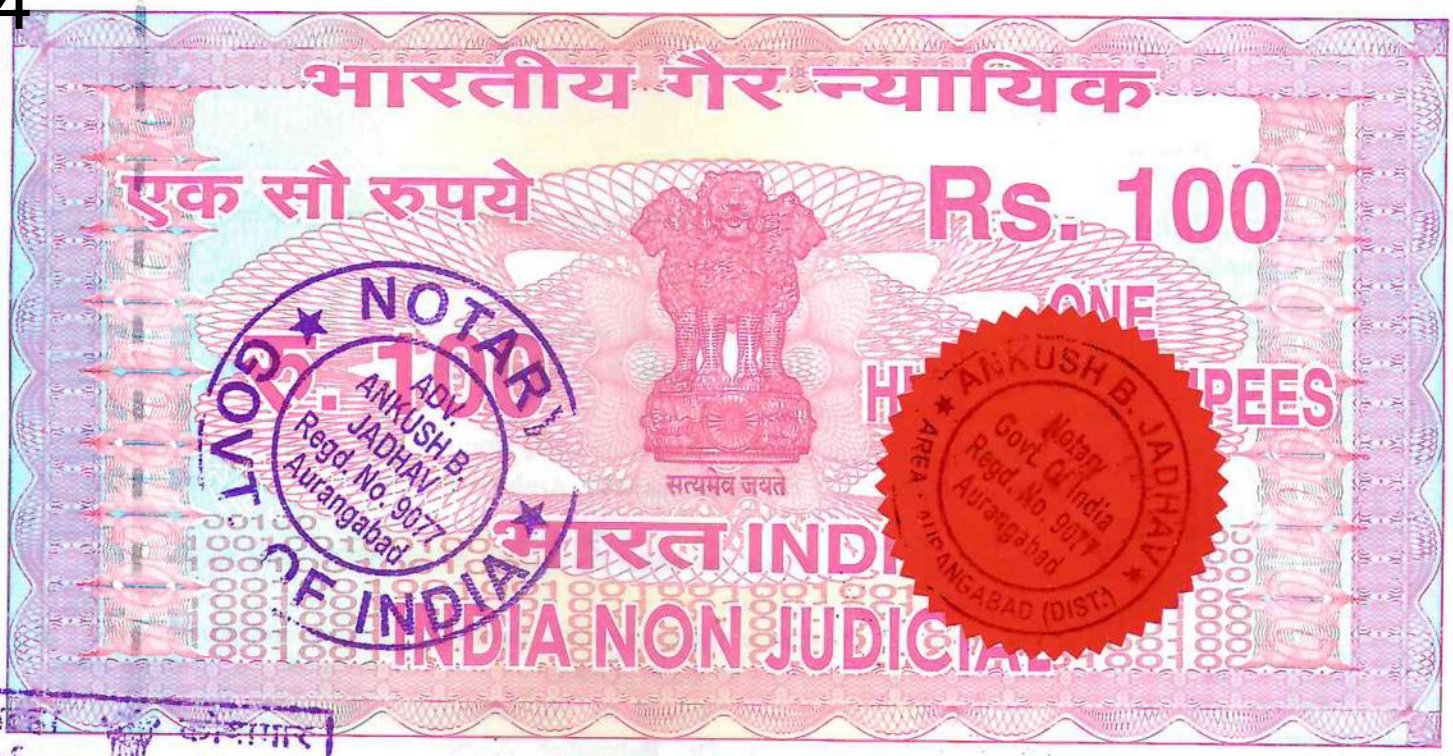
- **Subject to contract & arrangements to be agreed DFI Deliverables to include and not limited to**

  - Provide students and professionals of MGMSOP an opportunity to have attachments with DFI for furtherance of their training needs and for professional enhancement.
  - To conduct joint research & educational projects.
  - Provide clinical expertise available with DFI as and when required by MGMSOP such as faculty, protocol development, mobile health apps, etc.
  - To conduct workshop for patients/ elders/ children/ family members/community workers doctors / therapists/ nurses / paramedics/ therapists to get oriented to the concepts developed.
  - Develop projects with founders &staff/students at MGMSOP by investigating the state of the art around technology related to the challenge, establish design constraints, brainstorm design concepts, then design and manufacture prototypes
  - Evaluate, assess, and work for the solutions to the identified problems.

Details of collaboration in terms of sharing:
Both parties agree to the following terms & conditions with respect to publications credits in the projects undertaken jointly or where either party has provided substantial contribution in terms of logistical support, manuscript writing/editing etc.

Publication credits: In projects where staff &/or students of MGMSOP are Principal investigators, they will be enlisted as First authors and due credit will be given to members of DFI as second, third or fourth authors provided the said members have contributed substantially to framing of the study protocol, data collection, analysis &/or manuscript. In case it is not so, their role will be acknowledged duly in the article. The same terms will apply to projects where members of DFI are Principal investigators.

Date: 31/07/2023.



महाराष्ट्र MAHARASHTRA दिनांक 2022

14AA 276830

प्रमोद म. कुलकर्णी
मुद्रांक विक्रेता
एन-६,सिडको, औरंगाबाद
Licence No. 3101056

16 SEP 2022
मुद्रांक प्रमुख वितीय
व.को.अ.औरंगाबाद.

MGM School

Memorandum of Understanding
Between
MGM School of Physiotherapy, Aurangabad
And
Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.

This Memorandum of understanding is dated on 26th September 2022 and made between,

MGM School of Physiotherapy, N-6, Cidco, Aurangabad.
Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.

Objectives:-

1. **MGM School of Physiotherapy &Dr. Babasaheb Ambedkar Marathwada University, Aurangabad** wish to build and outgrow a mutual understanding for general purpose of promoting teaching, educational, research & other collaborative activity for the mutual benefit of both the institutes.

2. This MOU sets out below the principles by which **MGM School of Physiotherapy &Dr. Babasaheb Ambedkar Marathwada University, Aurangabad** may initiate necessary arrangements.

3. MGM School of Physiotherapy graduates, post graduates will attend clinical training at **Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.**

2 **Principles:-**

MGM School of Physiotherapy & Dr. Babasaheb Ambedkar Marathwada University, Aurangabad
Agrees to the following.

1. To identify & develop mutually beneficial educational opportunities, progresses & wish to enter in this MOU for the development of physiotherapy students, faculties, sports scientist, coaches and athletes.
2. To explore research opportunities that may develop from the alignment of **MGM School of Physiotherapy & Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.**
3. Any activity carried out within the broad framework of this MOU shall be subject to mutual consent of the both parties.
4. Both the parties to emphasize upon common objectives & goals for promotion & development of sports activities & sports persons.
5. As a service provider, MGM School of Physiotherapy will accept any kind of honorarium/remuneration from Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.

3 **Renewal, Amendment & Termination:-**

1. This MOU shall be effective for an initial period of 3 years from this date. Thereafter this MOU may be extended for a further period by mutual consent to be made in writing by both the parties.
2. The parties may amend this MOU at any time, provided it is with prior written consent of both parties.
3. Either party may terminate this MOU at any time by giving six months notice to the other party in writing.

4 **Settlement of Disputes:-**

1. Any dispute arising out of the interpretation or implementation of this MOU will be settled by the parties on mutual understanding.
2. This MOU records the understanding between the parties & is not intended to be legally binding document & shall not be enforceable in any court of law.

1. MGM School of Physiotherapy

Sign:-

By:- Dr. Rinkle Motwani

Position:- Principal

For:- MGM, School of Physiotherapy, Albad

2. Dr. Babasaheb Ambedkar Marathwada University

Sign:-

By:- Dr. D. R. Kamble

Position:- Director of Sports

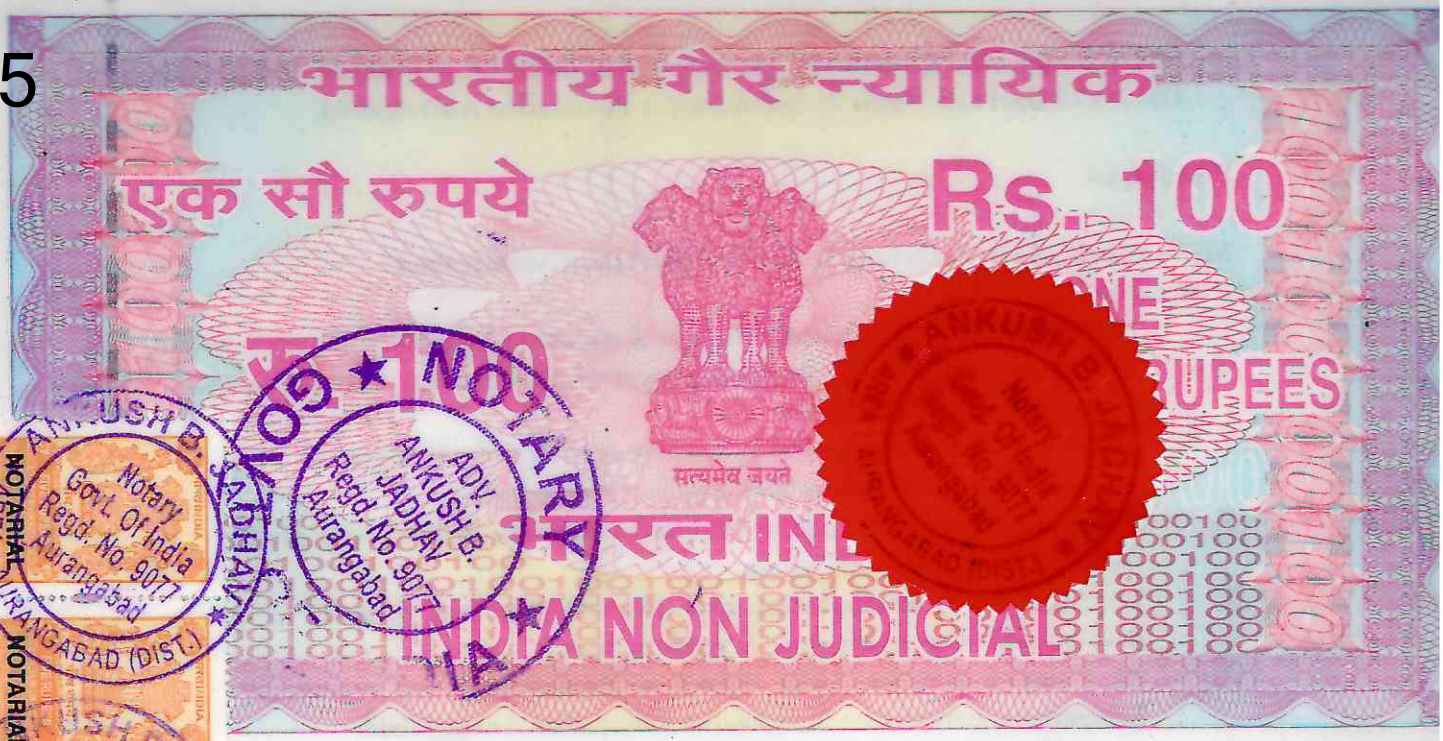
For:- Dr. B.A.M. University, Aurangabad

IDENTIFIED & DRAFTED

Principal
MGM School of Physiotherapy
Aurangabad.

BEFORE ME
ADV. ANKUSH B. JADHAV
Notary Govt. Of India
Regd. No. 9077 Aurangabad

ADV. ANKUSH B. JADHAV Notary Govt. Of India Regd. No. 9077 Aurangabad



अ.क्र. कोणासाठी MGM School of Physiotherapy A'ba
2442
दिनांक
13 SEP 2023
रक्कम
100/
हस्ते

एस.डी.जोशी (चोबे
मुद्रांक र.नं.310104
सेक्टर हिल्स कॉलनी, प्लॉट नं. 6
जालना रोड, औरंगाबाद.

Memorandum of Understanding
Between
MGM School of Physiotherapy, Aurangabad
And
Aastha Foundation Aurangabad

This Memorandum of understanding is dated on _____ and made between,

1. **MGM School of Physiotherapy, N-6, Cidco, Aurangabad.**
2. **Aastha Foundation Aurangabad.**

1. **Objectives:-**

1. **MGM School of Physiotherapy & Aastha Foundation Aurangabad** wish to build and outgrow a mutual understanding for general purpose of promoting teaching, educational, research & other collaborative activity for the mutual benefit of both the institutes.

2. This MOU sets out below the principles by which **MGM School of Physiotherapy & Aastha Foundation Aurangabad** may initiate necessary arrangements.

3. MGM School of Physiotherapy graduates, post graduates will attend clinical training at **Gat No.26 Hari Om Nagar Jadgaon Aastha Foundation Aurangabad.**

2 Principles:-

MGM School of Physiotherapy & Aastha Foundation Aurangabad.
Agrees to the following.

1 To identify & develop mutually beneficial educational opportunities, progresses & wish to enter in this MOU for the development of physiotherapy students, faculties, sports scientist, coaches and athletes.

2. To explore research opportunities that may develop from the alignment of **MGM School of Physiotherapy & Aastha Foundation Aurangabad.**

3. Any activity carried out within the broad framework of this MOU shall be subject to mutual consent of the both parties.

4. Both the parties to emphasize upon common objectives & goals for promotion & development of sports activities & sports persons.

5. As a service provider, MGM School of Physiotherapy will not accept any kind of honorarium/remuneration from **Aastha Foundation Aurangabad.**

6. Basic equipments required for setting up the physiotherapy clinic setup at old age home will be provided by MGM School Of Physiotherapy.

7. All other facilities required at centre will be provided by Astha foundation Aurangabad

3 Renewal, Amendment & Termination:-

1. This MOU shall be effective for an initial period of 3 years from this date. Thereafter this MOU may be extended for a further period by mutual consent to be made in writing by both the parties.

2. The parties may amend this MOU at any time, provided it is with prior written consent of both parties.

3. Either party may terminate this MOU at any time by giving six months notice to the other party in writing.

4 Settlement of Disputes:-

1. Any dispute arising out of the interpretation or implementation of this MOU will be settled by the parties on mutual understanding.

2. This MOU records the understanding between the parties & is not intended to be legally binding document & shall not be enforceable in any court of law.

1. MGM School of Physiotherapy, Aurangabad **2. Aastha Foundation Aurangabad**

Sign:- _____ **Sign:-** _____

By:- Er. A.N. Kadam / Mr. Arun Mohanpurkar **By:-** Dr. Narendra Vaidya

Position:- Secretary **Position:-** President

For:- Secretary, Mahatma Gandhi Mis... Nanded **For:-** _____

IDENTIFIED & DRAFTED BY Mr.:

BEFORE ME

ADV. ANKUSH B. JADHAV
Notary Govt. Of India
Regd. No. 9077 Aurangabad

ANKUSH B. JADHAV Notary Govt. Of India Regd. No. 9077 Aurangabad

AHARASHTRA ◐ 2022 ◐ 37AA 624380

अ.क्र. 2444 कोणासाठी MGM School of Physiotherapy A'bad

दिनांक 13 SEP 2023

रक्कम 100/

हस्ते वैजनाथ शे. शिंदे

एस.डी.जोशी (चोबे)
सिडको मुद्रांक र.नं.3101047
सेवन हिल्स कॉलनी, प्लॉट नं. 60
जालना रोड, औरंगाबाद.

Memorandum of Understanding
Between
MGM School of Physiotherapy, Aurangabad
And
Snehsawali Care Center, Aurangabad.

This Memorandum of understanding is dated on_____ and made between,

1. **MGM School of Physiotherapy, N-6, Cidco, Aurangabad.**
2. **Snehsawali Care Center, Aurangabad.**

1. **Objectives:-**
   1. **MGM School of Physiotherapy & Snehsawali Care Center, Aurangabad.** wish to build and outgrow a mutual understanding for general purpose of promoting teaching, educational, research & other collaborative activity for the mutual benefit of both the institutes.
   2. This MOU sets out below the principles by which **MGM School of Physiotherapy & Snehsawali Care Center, Aurangabad.** may initiate necessary arrangements.

3. MGM School of Physiotherapy graduates, post graduates will attend clinical training at **Snehsawali Care Center, Aurangabad.**

2 Principles:-

MGM School of Physiotherapy & Snehsawali Care Center, Aurangabad.
Agrees to the following.

1 To identify & develop mutually beneficial educational opportunities, progresses & wish to enter in this MOU for the development of physiotherapy students, faculties, sports scientist, coaches and athletes.

2. To explore research opportunities that may develop from the alignment of **MGM School of Physiotherapy & Snehsawali Care Center, Aurangabad.**

3. Any activity carried out within the broad framework of this MOU shall be subject to mutual consent of the both parties.

4. Both the parties to emphasize upon common objectives & goals for promotion & development of sports activities & sports persons.

5. As a service provider, MGM School of Physiotherapy will accept any kind of honorarium/remuneration from **Snehsawali Care Center, Aurangabad.**

3 Renewal, Amendment & Termination:-

1. This MOU shall be effective for an initial period of 3 years from this date. Thereafter this MOU may be extended for a further period by mutual consent to be made in writing by both the parties.
2. The parties may amend this MOU at any time, provided it is with prior written consent of both parties.
3. Either party may terminate this MOU at any time by giving six months notice to the other party in writing.

4 Settlement of Disputes:-

1. Any dispute arising out of the interpretation or implementation of this MOU will be settled by the parties on mutual understanding.
2. This MOU records the understanding between the parties & is not intended to be legally binding document & shall not be enforceable in any court of law.

1. MGM School of Physiotherapy

MGM School of Physiotherapy Aurangabad

Sign:- Director

MGM School of Physiotherapy Aurangabad

By:- Dr. MALANI

Position:- PROF. & PRINCIPAL

For:- MGM School of Physiotherapy

2. Snehsawali Care Center, Aurangabad.

Sign:-

Sneh-Sawali Care Center Dr. Balaji Narayan Asegaonkar (President)

By:- Dr Balaji Asegaonkar

Position:- President, Snehsawali Care Center

For:- Snehsawali Care Center

IDENTIFIED & DRAFTED

BEFORE ME

19/12/25

ADV. ANKUSH B. JADHAV
Notary Govt. Of India
Regd. No. 9077 Aurangabad

ANKUSH B. JADHAV * AREA : AURANGABAD * Notary Govt. Of India Regd. No. 9077 Aurangabad

MAHARASHTRA 2023 71AA 507816

22 MAR 2024

मुद्रांक प्रमुख लिपिक
ि.को.अ. छत्रपती संभाजीनगर

दिनांक किंमत

रु. 100

प्रमोद म. कुलकर्णी
मुद्रांक विक्रेता
प्लॉट नं-५, सिडको एन संभाजीनगर
परवाना नं. 3101056

Memorandum of Understanding
Between
MGM School of Physiotherapy, Chh.Sambhajingar
And
Marathwada Cancer Hospital and Research Institute (MCHRI), Chh.Sambhajinagar

This Memorandum of understanding is dated on 04/04/2024 and made between,

1. **MGM School of Physiotherapy, N-6, Cidco, Chh.Sambhajinagar**
2. **Marathwada Cancer Hospital and Research Institute (MCHRI), Chh.Sambhajinagar**

1. **Objectives:-**
   1. **MGM School of Physiotherapy & Marathwada Cancer Hospital and Research Institute (MCHRI)** wish to build and outgrow a mutual understanding for general purpose of promoting teaching, clinical educational, research & other collaborative activity for the mutual benefit of both the institutes.

   2. This MOU sets out below the principles by which **MGM School of Physiotherapy & Marathwada Cancer Hospital and Research Institute (MCHRI)** may initiate necessary arrangements.

3. MGM School of Physiotherapy graduates, Interns & post graduates will attend clinical training at **Marathwada Cancer Hospital and Research Institute (MCHRI), Chh.Sambhajinagar**

2 Principles:-

MGM School of Physiotherapy & Marathwada Cancer Hospital and Research Institute (MCHRI)
Agrees to the following.

1 To identify & develop mutually beneficial educational opportunities, progresses & wish to enter in this MOU for the development of physiotherapy students, providing in patient physiotherapy services.

2. To explore research opportunities that may develop from the alignment of **MGM School of Physiotherapy & Marathwada Cancer Hospital and Research Institute (MCHRI)**

3. Any activity carried out within the broad framework of this MOU shall be subject to mutual consent of the both parties.

4. Both the parties to emphasize upon common objectives & goals for promotion & development of physiotherapy services to cancer patients.

3 Renewal, Amendment & Termination:-

1. This MOU shall be effective for an initial period of 3 years from this date. Thereafter this MOU may be extended for a further period by mutual consent to be made in writing by both the parties.

2. The parties may amend this MOU at any time, provided it is with prior written consent of both parties.

3. Either party may terminate this MOU at any time by giving six months notice to the other party in writing.

4 Settlement of Disputes:-

1. Any dispute arising out of the interpretation or implementation of this MOU will be settled by the parties on mutual understanding.

2. This MOU records the understanding between the parties & is not intended to be legally binding document & shall not be enforceable in any court of law.

1. MGM School of Physiotherapy

Sign:-

By:- Dr. Rinkle Malani

Position:- Director

For:- MGM SOP

2. Marathwada Cancer Hospital and Research Institute (MCHRI)

Sign:-

By:- Dr. Tushar Mule

Position:- Director

For:- MCHRI

Dr. Tushar Rajendra Mule
D.M. (Medical Oncology)
Consultant Medical Oncologist and Hemat-Oncologist
Reg.No.2010/05/1678 Mob.9820493558

IDENTIFIED & DRAFTED BY Me.

BEFORE ME
10/4/24
ADV. ANJALI D. MORE
Notary Govt. Of India
Regd. No. 5760 Aurangabad

ADV. ANJALI D. MORE
Notary
Govt. Of India
Regd. No. 5760
Aurangabad

58

D

DIRECTORATE OF MEDICAL EDUCATNSERCH

Phone: 2620361 / 2620362
2620363 / 2620364 / 2620365

संचालनालय, वैद्यकीय शिक्षण आणि संशोधन
DIRECTORATE OF MEDICAL EDUCATION AND RESEARCH
Government Dental College and Hospital Building, Bombay 400 001

क्र. संवैशिसं/भाधिको/१५४२२/[१]/अ, दिनांक:- ९ ऑक्टोबर, १९९२.

प्रति,
अधिष्ठाता,
महात्मा गांधी मिशन यांचे वैद्यकीय महाविद्यालय,
औरंगाबाद.

MGM's Medical College
Aurangabad
Inward No. 2227
Date 11/10/92

विषय:- न्याय वैद्यक शास्त्र विभाग, शासकीय वैद्यकीय महाविद्यालय, औरंगाबाद येथील मेडिको लिगल केसेस व ऑटोप्सी करिता उपस्थित रहाण्याबाबत.-

संदर्भ:- आपले पत्र क्र. एमसीए/९१-९२/५३४८/, दि. २.७.९२

शासनाने शासन पत्र क्र. सावैम/१७९२/९८/शिक्षण-२, दिनांक १८.९.१९९२ न्वये महात्मा गांधी मिशन या संस्थेच्या वैद्यकीय महाविद्यालय, औरंगाबाद येथील द्वितीय एम. बी. बी. एस. च्या विद्यार्थ्यांना शासकीय वैद्यकीय महाविद्यालय, औरंगाबाद येथे मेडिको लिगल केसेस व ऑटोप्सी करण्यास खालील अटींच्या अधिन राहून परवानगी देण्यात आलेली आहे.

१) मेडिको लिगल केसेस व क्लिनिकल ऑटोप्सी ~~करण्यास~~ एका वेळी १५ विद्यार्थ्यांपेक्षा जास्त विद्यार्थ्यांना पाठवू नये.

२) विद्यार्थ्यांच्या तुकडी बरोबर प्रत्येक वेळी एक अध्यापक उपस्थित असावेत.

३) या दोन्ही प्रकारच्या पोस्ट मार्टम निरीक्षणासाठी शुक्रवार व शनिवार हे वार ठरविण्यात यावेत.

सदरहू गोष्टींकरता अधिष्ठाता, शासकीय वैद्यकीय महाविद्यालय, औरंगाबाद व अध्यापक न्याय वैद्यक शास्त्र यांच्यामार्फत प्रथम संपर्क साधून विद्यार्थ्यांची तुकडी पाठविण्याबाबत पत्रे करून विद्यार्थ्यांना मेडिको लिगल केसेस व ऑटोप्सीच्या प्रशिक्षणासाठी पाठविण्यात यावे व त्याबाबतचा अहवाल या संचालनालयास पाठविण्यात यावा.

संचालक,
वैद्यकीय शिक्षण व संशोधन, मुंबई-१.

Aurangabad Health Care & Research LLP
Shop No.126, CTS No.12482/1, Chetan Trade Centre, Opp. S.F. School,
Jalna Road, Aurangabad, Maharashtra, India 431001
Email: ahrllp20@gmail.com

Memorandum of Understanding

This Agreement entered on 27th Jan 2021 at Aurangabad city, is between-

Aurangabad Health Care & Research LLP (AH&R) having registered address at, Aurangabad Health Care & Research LLP, Shop No.126, CTS No.12482/1 Chetan Trade Centre, Opp. S. F School, Jalna Road, Aurangabad, Pin 431001, MH India, represented by authorized signatories, Dr Renuka Madnurkar & Dr Ujwala Kulkarni, (Designated partners-AH&R LLP), Aurangabad Health Care & Research LLP is a registered partnership firm, bearing number AAS-0217 registered under the Limited Liability Partnership Act, 2008 registered with Registrar of Companies (ROC), here in called First party which expression may also include its representative if situations are not objectionable and acceptable to other party

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, N-6, Cidco, Aurangabad, Maharashtra 430 003 referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College & Hospital appoints Aurangabad Health Care & Research LLP as a site management organization on Exclusive basis for period of 10 years w.e.f 27th Jan 2021 to 26th Jan 2031. (Will be reviewed and updated accordingly)

Obligations of AH&R Services:

AH&R is a site management Organization based in Aurangabad providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertise in India.

AH&R Services is desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

AH&R Services Shall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.

AH&R Services will manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

AH&R Services will appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a point of contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

AH&R will appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve

screening, enrollment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

AH&R will appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and quality management will be done by AH&R services. AH&R personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

AH&R will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by AH&R Services which includes telecommunication, travel cost, training cost at various centers across India or abroad.

AH&R will be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and Regulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection
6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files
8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during Previous monitoring visits
9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice (GCP) regulation
10. Assisting Principal Investigator in administrating ICF and its procedures
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patients pre- screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular Telephonic contact with patients to preventing lost to follow- up and missed visits.
16. Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site
17. Coordinate all site specific queries- medical, administrative, subject reimbursements and other study related activities.
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms

19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject log, visit logs, Investigational product log, temperature log, SAE and EC communication log
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee
21. Coordinate with central and local lab for logistics and sample flow
22. Attend study related meeting as appropriate
23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site
24. Any other required activities during the trials.
25. Identification of potential database from different therapeutic area of PIs
26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility
27. Other duties as requested by AH&R Services Management

B. Hospital permits

1. Hospital will give the space and required facilities to appointed CRC & AH&R in order to perform clinical trials activities under respected PI.
2. Hospital will allow AH&R and Sponsors of Clinical trials to access the facility to verify source documents.
3. Hospital will allow AH&R to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Hospital shall permit AH&R to exclusively manage all clinical trial commenced by AH&R Services

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 27th Jan 2021. However, this Agreement shall be reviewed annually by both parties if needed.

D. Relationship of the parties

1. Hospital and AH&R are independent parties. Both parties agree that their relationship is that of an Independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor did authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provide in this Agreement.

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

F. Confidentiality

1. The parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party AH&R agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.
2. Hospital shall not disclose to any third party any and information about new studies received from AH&R.

G. Indemnification

Hospital shall indemnify and hold harmless AH&R against any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, AH&R shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by AH&R, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Hospital, principle Investigator, AH&R and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.
2. All feasibilities and payments shall be routed through AH&R and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by AH&R Services for smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Hospital and /or Investigator is the responsibility of AH&R Services.
4. AH&R will be payee name for all trial related payment.
5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital, in a period of 15 working days after receiving the payment from the sponsor/CRO.
8. The details of study budget sharing in INR is as follow:
   - **100%** study payment will be paid to AH&R from Sponsor/ CRO for each study.
   - **65%** study payment will be paid to Hospital /Principal Investigator from AH&R.
   - **35%** study payment fees will be paid to AH&R.

- **100%** CRC fees will be paid to AH&R from sponsor /CRO.
- Additional **30%** Institutional overhead will be paid from AH&R received from sponsor /CRO.
- AH&R will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(**Note**: Hospital/Principal Investigator should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes AH&R and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state of Aurangabad, Maharashtra India.

Accepted & Signed on behalf of MGM Hospital, Aurangabad

Authorized Signature: Signature & Date: Name: Dr.Rajendra Bohra Title: Dean Hospital Name:Mahatma Gandhi Mission (MGM) Medical College& Hospital	 Signature & Date: 5.2.2021 Name: Dr.Deepak Bhosle Title: Professor & Head Dept.of Pharmacology Hospital Name: Mahatma Gandhi Mission (MGM) Medical College & Hospital

Accepted & Signed on behalf of AH&R LLP, Aurangabad

Authorized Signature: Signature & Date: 5/02/2021 Name: Dr Ujwala Kulkarni Designated Partner, Aurangabad Health Care & Research LLP, Chetan Trade Centre, Opp.S.F School, Jalna Road, Aurangabad, Pin 431001, MH, India	 Signature & Date: 05/Feb/2021 Name: Dr Renuka Madnurkar Designated Partner, Aurangabad Health Care & Research LLP, Chetan Trade Centre, Opp.S.F School, Jalna Road, Aurangabad, Pin 431001, MH, India

MAHATMA GANDHI MISSION

Mahatma Gandhi Mission's Medical College & Hospital

N-6 CIDCO, Aurangabad - 431003

DEPARTMENT OF CLINICAL PHARMACOLOGY & THERAPEUTICS

Office: Dr. Deepak Bhosle, Prof & Head, Dept. of Clinical Pharmacology & Therapeutics, MGM Medical College & Hospital
N-6,CIDCO,Aurangabad – 431003. Ph. No: 0240-6601423, 0240-6601174, Email: pharmacology@mgmmcha.org

Memorandum of Understanding

This Agreement is made on 01st Jan 2020, by and between "**Biosphere Clinical Research Pvt Ltd** having its Office at **SB-02,03,04, 2nd Floor, Highland Corporate Center, Kapurbawdi Junction, Thane West - 400607**" referred as a party- A **(here in after referred to as the CRO)**

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, N-6, Cidco, Aurangabad, Maharashtra 431 003 referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College & Hospital appoints **Biosphere Clinical Research Pvt Ltd** as a Clinical Research Organization **for period of 10 years w. e. f 1st Jan 2020 to 31st Dec 2029. (Will be reviewed and updated accordingly)**

A. Hospital permits

1. Hospital will give the space and required facilities to Biosphere Clinical Research in order to perform clinical trials activities under respected PI.
2. Hospital will allow Biosphere Clinical Research and Sponsors of Clinical trials to access the facility to verify source documents.
3. Hospital will allow Biosphere Clinical Research to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.

B. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 01st Jan 2020. However, this Agreement shall be reviewed annually by both parties if needed.

MAHATMA GANDHI MISSION

Mahatma Gandhi Mission's Medical College & Hospital

N-6 CIDCO, Aurangabad - 431003

DEPARTMENT OF CLINICAL PHARMACOLOGY & THERAPEUTICS

Office: Dr. Deepak Bhosle, Prof & Head, Dept. of Clinical Pharmacology & Therapeutics, MGM Medical College & Hospital
N-6,CIDCO,Aurangabad – 431003. Ph. No: 0240-6601423, 0240-6601174, Email: pharmacology@mgmmcha.org

C. Relationship of the parties

1. Hospital and Biosphere Clinical Research are independent parties. Both parties agree that their relationship is that of an Independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this Agreement.

D. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

E. Confidentiality

1. The parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all information or information relative to the work or the business of either party without the written consent of either party. Biosphere Clinical Research agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.

2. Hospital shall not disclose to any third party any and information about new studies received from Biosphere Clinical Research.

G. Compensation and Agreement

1. The Hospital, principle Investigator, Biosphere Clinical Research will enter into a tripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.
2. Getting payment from sponsor and giving to Hospital and /or Investigator is the responsibility of Biosphere Clinical Research.
3. All payment shall be due and payable to the hospital /or Investigator on actual work i.e. number of subject randomized or visits completed, as per the Clinical Trial Agreement.
4. The payment of remuneration shall be after deduction of all taxes under applicable laws.

MAHATMA GANDHI MISSION

Mahatma Gandhi Mission's Medical College & Hospital

N-6 CIDCO, Aurangabad - 431003

DEPARTMENT OF CLINICAL PHARMACOLOGY & THERAPEUTICS

Office: Dr. Deepak Bhosle, Prof & Head, Dept. of Clinical Pharmacology & Therapeutics, MGM Medical College & Hospital
N-6,CIDCO,Aurangabad – 431003. Ph. No: 0240-6601423, 0240-6601174, Email: pharmacology@mgmmcha.org

5. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital.

(**Note**: Hospital/Principal Investigator should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to study team.)

Authorized Signature:	Witness Signature:
.....	.....
Name: Dr. Rajendra Bohra	Witness Name: Dr. Deepak Bhosle
Title: Dean	Title: Professor and Head Department of Pharmacology
Date: 24/01/2020	Date: 23 Jan 2020
Hospital Name: **Mahatma Gandhi Mission (MGM) Medical College & Hospital**	Hospital Name: **Mahatma Gandhi Mission (MGM) Medical College & Hospital**

M. G. M. Hospital Aurangabad.

1) Authorized Signature:

.....

Name: Dr. Neeta Nargundkar

Title: Managing Director

Date: 15 JAN 2020

BIOSPHERE CLINICAL RESEARCH PVT. LTD. MUMBAI

Biosphere Clinical Research, Thane, Maharashtra

CANVASS
CLINICAL RESEARCH
SERVICES PRIVATE LTD.
"Research Provides you Quality with Integrity"

+91 8208 448 630 / +91 7028 699 360
info@ccrsindia.com www.ccrsindia.com

Memorandum of Understanding

This Agreement is made on **04th Aug 2022** by and between "**CANVASS CLINICAL RESEARCH SERVICES PVT.LTD"** having its Office **B Wing, 303, Keshav Imperial, Sitabuldi, Nagpur 440012, Maharashtra, India** at referred as a party- A **(here in after referred to as the SMO"")**

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, N-6, Cidco, Aurangabad, Maharashtra 430 003 referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College& Hospital appoints SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD**As a site management organization on **Exclusive basis for period of 10 years w.e.f 04thAug 2022 to 03rd Aug 2029. (Will be reviewed and updated accordingly)**

Obligations of SMO NAME Services:

CANVASS CLINICAL RESEARCH SERVICES PVT.LTD is a site management Organization based in Hyderabad providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertise in India.

CANVASS CLINICAL RESEARCH SERVICES PVT.LTD Services is desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

CANVASS CLINICAL RESEARCH SERVICES PVT.LTD Services shall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.

CANVASS CLINICAL RESEARCH SERVICES PVT.LTD Services will manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

+91 8208 448 630 / +91 7028 699 360
info@ccrsindia.com www.ccrsindia.com

CANVASS CLINICAL RESEARCH SERVICES PVT.LTD Services will appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a point of contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

CANVASS CLINICAL RESEARCH SERVICES PVT.LTD will appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

CANVASS CLINICAL RESEARCH SERVICES PVT.LTD will appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and quality management will be done by SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD**.SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** which includes telecommunication, travel cost, training cost at various centers across India or abroad.

SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** will be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and Regulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection
6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files

+91 8208 448 630 / +91 7028 699 360
info@ccrsindia.com www.ccrsindia.com

8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during Previous monitoring visits
9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice (GCP) regulation
10. Assisting Principal Investigator in administrating ICF and its procedures
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patients pre- screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular Telephonic contact with patients to preventing lost to follow- up and missed visits.
16. Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site
17. Coordinate all site-specific queries- medical, administrative, subject reimbursements and other study related activities.
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms
19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject log, visit logs, Investigational product log, temperature log, SAE and EC communication log
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee
21. Coordinate with central and local lab for logistics and sample flow
22. Attend study related meeting as appropriate
23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site
24. Any other required activities during the trials.
25. Identification of potential database from different therapeutic area of PIs

+91 8208 448 630 / +91 7028 699 360
info@ccrsindia.com www.ccrsindia.com

26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility

27. Other duties as requested by SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD**

B. Hospital permits

1. Hospital will give the space and required facilities to appointed CRC & SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** in order to perform clinical trials activities under respected PI.
2. Hospital will allow SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** and Sponsors of Clinical trials to access the facility to verify source documents.
3. Hospital will allow SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Hospital shall permit SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** to exclusively manage all clinical trial commenced by SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD**

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 04th Aug 2022. However, this Agreement shall be reviewed annually by both parties if needed.

D. Relationship of the parties

1. Hospital and SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** are independent parties. Both parties agree that their relationship is that of an independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this Agreement.

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

F. Confidentiality

1. The parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties Is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** agrees that it shall not

+91 8208 448 630 / +91 7028 699 360
info@ccrsindia.com www.ccrsindia.com

during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.

2. Hospital shall not disclose to any third party any and information about new studies received from SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD**.

G. Indemnification

Hospital shall indemnify and hold harmless SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** against any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD**, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Hospital, principal Investigator, SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** Services and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.
2. All feasibilities and payments shall be routed through SMO **CANVASS CLINICAL RESEARCH SERVICES PVT.LTD** and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by SMO NAME Services for smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Hospital and /or Investigator is the responsibility of SMO NAME Services.
4. SMO NAME will be payee name for all trial related payment.
5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital, in a period of 15 working days after receiving the payment from the sponsor/CRO.

+91 8208 448 630 / +91 7028 699 360
info@ccrsindia.com www.ccrsindia.com

8. The details of study budget sharing in INR is as follow:

- **100%** study payment will be paid to **CANVASS CLINICAL RESEARCH Services Pvt. Ltd** from Sponsor/ CRO for each study.
- **65%** study payment will be paid to Hospital /Principal Investigator from **CANVASS CLINICAL RESEARCH Services Pvt. Ltd**
- **35%** study payment fees will be paid to **CANVASS CLINICAL RESEARCH Services Pvt. Ltd**
- **100%** CRC fees will be paid to **CANVASS CLINICAL RESEARCH Services Pvt. Ltd** from sponsor /CRO.
- Subject Travel reimbursement amount will be paid to Hospital from **CANVASS CLINICAL RESEARCH Services Pvt. Ltd**
- Additional **30%** Institutional overhead will be paid from **CANVASS CLINICAL RESEARCH Services Pvt. Ltd** received from sponsor /CRO.
- **CANVASS CLINICAL RESEARCH Services Pvt. Ltd** will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(**Note**: Hospital/Principal Investigator should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state of Maharashtra India.

+91 8208 448 630 / +91 7028 699 360
info@ccrsindia.com www.ccrsindia.com

Authorized Signature: ..... Name: Dr.Rajendra Bohra Title: Dean Date: Hospital Name: **Mahatma Gandhi Mission (MGM) Medical College& Hospital** **Stamp:** 18 Aug 2022 DEAN MGM'S MEDICAL COLLEGE AURANGABAD	Professor & Head Dept.of Pharmacology ..... Name: Dr.Deepak Bhosle Title: Professor & Head Dept.of Pharmacology (Clinical Trial Center) Date: Hospital Name: **Mahatma Gandhi Mission (MGM) Medical College & Hospital** **Stamp:** 18 AUG 2022 Professor & H.O.D. Department of Pharmacology MGM's Medical College Aurangabad.

SMO NAME **2) Authorized Signature:** ..... Name: Vijaya Bhakte Title: Director, CCRSPL Date: 04-Aug-2022 Address: Nagpur **Stamp:** Vijaya Bhakte B.pharm, PGDCR Director of CCRSPL	**SMO NAME** **1) Authorized Signature:** ..... Name: Mahendra Yadav Title: Business Head, CCRSPL Date: 4 Aug, 2022 Address: Nagpur **Stamp:** Clinical Research Services Pvt. Ltd.

DPHS
Healthcare, A New Way!

RH-2, HARI KRISHNA NAGAR, B/H SURYA LAWNS,
BEED BYPASS, AURANGABAD, MH-431007

+91 9870965482/ 9673869944
info@dphsindia.com
www.dphsindia.com

GSTIN: **27BEIPA1204B1ZC**

Memorandum of Understanding

This Agreement is made on 01st DEC 2020, by and between "**DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**" having its Office atRH2, Hari Krishna Nagar, Gut No-95, Beed Bypass Aurangabad, Maharashtra. 431007 referred as a party- A **(here in after referred to as the"SMO")**

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, N-6, CIDCO, Aurangabad, Maharashtra 431 001 referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College& Hospital appoints **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**As a site management organization on **Exclusive basis for period of 10 years w.e.f 1st DEC 2020 to 30th NOV 2030. (will be reviewed and updated accordingly)**

Obligations of DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS:

DESTINATION PHARMAGENS HEALTHCARE SOLUTIONSis a site management Organization based in Aurangabad, Maharashtra providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertisein India.

DESTINATION PHARMAGENS HEALTHCARE SOLUTIONSare desirous of working with Institution for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

DP S
Healthcare, A New Way!

RH-2, HARI KRISHNA NAGAR, B/H SURYA LAWNS,
BEED BYPASS, AURANGABAD, MH-431007

+91 9870965482/ 9673869944
info@dphsindia.com
www.dphsindia.com

GSTIN: **27BEIPA1204B1ZG**

DESTINATION PHARMAGENS HEALTHCARE SOLUTIONSshall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.In case of conflict of a same study among the multiple SMO's, the institution shall be the arbitrator and award the study to the deserving SMO.

DESTINATION PHARMAGENS HEALTHCARE SOLUTIONSwill manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS will appoint a Clinical Research Coordinators (CRC's) who will be a pointof contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

DESTINATION PHARMAGENS HEALTHCARE SOLUTIONSwill appointproject manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

DESTINATION PHARMAGENS HEALTHCARE SOLUTIONSwill appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and qualitymanagement will be done by **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS.**

DESTINATION PHARMAGENS HEALTHCARE SOLUTIONSpersonnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

DESTINATION PHARMAGENS HEALTHCARE SOLUTIONSwill bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**Serviceswhich includes telecommunication, travel cost, training cost at various centers across India or abroad.

Hospital and the Principal Investigator shall be responsible for the recruitment of the subjects to the study in the given timely manner.

DESTINATION PHARMAGENS HEALTHCARE SOLUTIONSwill be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

DPS
Healthcare, A New Way!

RH-2, HARI KRISHNA NAGAR, B/H SURYA LAWNS,
BEED BYPASS, AURANGABAD, MH-431007

+91 9870965482/ 9673869944
info@dphsindia.com
www.dphsindia.com

GSTIN: **27BEIPA1204B1ZG**

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP andRegulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection
6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files
8. Preparation for Site Monitoring Visit (SMV) and resolving all action items generated during
9. Previous monitoring visits
10. Conduct Study according to International Conference of Harmonization (ICH) E6 and India GoodClinical Practice(GCP) regulation
11. Assisting Principal Investigator in administrating ICF and its procedures
12. Ensure protocol & applicable regulatory guidelines compliance and adherence
13. Patients pre-screening enrollment and recruitment
14. Preparing source notes and CRF filling
15. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
16. Coordinate and schedule subject's regular follow up visits and procedures, maintain regularTelephoniccontact with patients to preventing lost to follow- up and missed visits.
17. Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site
18. Coordinate all site-specific queries.Medical, administrative, subject reimbursements and other study
19. related activities.
20. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms
21. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject
22. log, visit logs, Investigational product log, temperature log, SAE and EC communication log
23. Documentation of protocol deviation as appropriate and communicate any impacting subject safety

DPS
Healthcare, A New Way!

RH-2, HARI KRISHNA NAGAR, B/H SURYA LAWNS,
BEED BYPASS, AURANGABAD. MH-431007

+91 9870965482/ 9673869944
info@dphsindia.com
www.dphsindia.com

GSTIN: **27BEIPA1204B1ZG**

24. to the ethics committee
25. Coordinate with central and local lab for logistics and sample flow
26. Attend study related meeting as appropriate
27. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site
28. Any other required activities during the trials.
29. Identification of potential database from different therapeutic area of PIs.
30. Communication with Investigators/ Hospitals and conduct protocol specific feasibility
31. Other duties as requested by **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**Management

B. Hospital permits

1. Hospital will give the space and required facilities to appointed CRC &**DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**in order to performclinical trials activities under respected PI.
2. Hospital will allow **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**and Sponsors of Clinical trials to access the facility to verify source documents.
3. Hospital will allow **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Hospital shall permit **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS** to exclusively manage all clinical trial commenced by **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 01stOCT 2020. However, this Agreement shall be reviewed annually by both parties if needed.

D. Relationship of the parties

DP S
Healthcare, A New Way!

RH-2, HARI KRISHNA NAGAR, B/H SURYA LAWNS,
BEED BYPASS, AURANGABAD, MH-431007

+91 9870965482/ 9673869944
info@dphsindia.com
www.dphsindia.com

GSTIN: 27BEIPA1204B1ZG

1. Hospital and **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**are independent parties. Both parties agree that their relationship is that of anIndependent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement,except as provided in this Agreement.

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

F. Confidentiality

1. The parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties Is of critical importance. Either partyshall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.

2. Hospital shall not disclose to any third party any and information about new studies received from **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**.

G. Indemnification

Hospital shall indemnify and hold harmless **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**against any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by

DPS
Healthcare, A New Way!

RH-2, HARI KRISHNA NAGAR, B/H SURYA LAWNS,
BEED BYPASS, AURANGABAD, MH-431007

+91 9870965482/ 9673869944
info@dphsindia.com
www.dphsindia.com

GSTIN: 27BEIPA1204B1ZG

DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Hospital, Principal Investigator, **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.
2. All feasibilities and payments shall be routed through **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**for smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Hospital and /or Investigator is the responsibility of **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS.**
4. **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**will be payee name for all trial related payment.
5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital, in a period of 15 working days after receiving the payment from the sponsor/CRO.
8. The details of study budget sharing in INR is as follow:
   - **100%** study payment will be paid to **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**from Sponsor/ CRO for each study.
   - **65%** study payment will be paid to Hospital /Principal Investigator from **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS.**
   - **35%** study payment fees will be paid to **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS.**
   - **100%** CRC fees will be paid to **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**from sponsor /CRO.

DPS
Healthcare, A New Way!

RH-2, HARI KRISHNA NAGAR, B/H SURYA LAWNS,
BEED BYPASS, AURANGABAD, MH-431007

+91 9870965482/ 9673869944
info@dphsindia.com
www.dphsindia.com

GSTIN: **27BEIPA1204B1ZG**

- Additional **30%** Institutional overhead will be paid from**DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**received from sponsor /CRO.
- **DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS**will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(**Note**: Hospital/Principal Investigator should provide dedicated working Computer/ Laptop, printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state of Aurangabad, Maharashtra, India.

Authorized Signature: ..... Name: Dr. Rajendra Bohra Title: Dean Date: Hospital Name:**Mahatma Gandhi Mission (MGM) Medical College& Hospital**	Professor & Head, Dept.of Pharmacology ..... Name: Dr.Deepak Bhosle Title: Professor & Head Dept.of Pharmacology Date: Hospital Name: **Mahatma Gandhi Mission (MGM) Medical College & Hospital**

Professor & H.O.D.
Department of Pharmacology
MGM's Medical College
Aurangabad.

DPS
Healthcare, A New Way!

RH-2, HARI KRISHNA NAGAR, B/H SURYA LAWNS,
BEED BYPASS, AURANGABAD, MH-431007

+91 9870965482/ 9673869944
jnfo@dphsindia.com
www.dphsindia.com

GSTIN: **27BEIPA1204B1ZG**

DESTINATION PHARMAGENS HEALTHCARE SOLUTIONS

1) Authorized Signature:

.....

Name: Dr. Krutikesh R Age

Title: Head- Development &Clinical Operations

Date: 01/12/2020

SMO:**Destination Pharmagens Healthcare Solutions** (DPHS)

Address:RH2, HariKrishna Nagar, Gut No-95, Beed Bypass Aurangabad, Maharashtra. 431007.

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2019 ◑ VD 386448

फक्त प्रतिज्ञापत्रासाठी

अनु.क्र. ५२८३ दि. 14 JUN 2019 रक्कम 200/-

मुद्रांक विक्रत घेणाऱ्याचे नांव ग्रेपसिटी रिसर्च सोल्युशन्स LLP

पत्ता आकाशा हौ.सोसा. पेरणगाव पुणे ४१

हस्तेचे नांव अदनान अग्रवाल वय ४५

सौ. शोभा म. डोळे

परवाना क्र २२०१९४९

मुद्रांक विक्रत घेणाऱ्याची सही बाजीप्रभु चौक, मेन रोड, कात्रजगाव, पुणे १६

तासादरम्यान कार्यालयासमोर/न्यायालयासमोर प्रतिज्ञापत्र सादर करण्याकरिता

करिता जमादारी आवश्यकता नाही (शासन आदेश दि. ३/१०/२००५ नुसार

वरिष्ठ कोषागार अधिकारी पुणे

11 JUN 2019

प्रथम मुद्रांक लिपीक कोषागार पुणे करिता

ज्या कारणासाठी ज्यानी मुद्रांक खरेदी केला त्यांना त्याच कारणासाठी

मुद्रांक खरेदी केल्या पासुन 6 महिन्यात वापरणे बंधनकारक आहे

Memorandum of Understanding

This Agreement is made on ~~1st May~~ 14th Jun 2019, by and between **"GRAPECITY RESEARCH SOLUTIONS LLP"** a company registered under company act 1956 having its office at Shree Prasad, Block No. D-2, Prakash Housing Society ,Kalewadi Phata,Thergaon, Pune 411033, Maharashtra, India referred as a party- A **(herein after referred to as the "GRAPECITY RESEARCH")**

And

MAHATMA GANDHI MISSION's, MEDICAL COLLEGE & HOSPITAL (MGM HOSPITAL), N-6 CIDCO, Aurangabad-431003, Maharashtra, India referred as a party – B **(herein after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties hereto as follows

MGM College & Hospital Aurangabad appoints "GRAPECITY RESEARCH SOLUTIONS LLP" as a Site management organization **for period of 05 years w.e.f** 14th Jun 2019 to 14th Jun 2024.

Obligations of "GRAPECITY RESEARCH SOLUTIONS LLP Clinical Research Services:

"GRAPECITY RESEARCH SOLUTIONS LLP" is a Clinical Research Organizations and Site Management Organization based in Pune providing end to end clinical research services to the Sponsors, Pharmaceutical and Biopharmaceutical industry, Institutions and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in Site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site Selection, Faster Patient Recruitment, Quality compliance& Maintenance, and Clinical Research Expertise in India.

"GRAPECITY RESEARCH" is desirous of working with Institution for the purpose of conducting ICH-GCP complaint Phase I-IV clinical trials for new drug & treatment.

"GRAPECITY RESEARCH" shall play vital role in getting clinical trials to the hospital / institution from the sponsors and CROs and execute them in institution.

"GRAPECITY RESEARCH" will manage Study Operations and Study services as directed by Study protocol for the duration of the clinical trial.

GRAPECITY RESEARCH" will appoint a Clinical Research Coordinator (CRC) who will be a point of contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

"GRAPECITY RESEARCH" will appoint Project Manager (PM) who will be responsible to co-ordinate and over-see the progress and management of CRC activities & trial ensure data quality, resolve screening, enrollment or general issue if any, follow up on post –monitoring action elements and study training as per needs and frequent discussion with investigator & Sponsor/CRO on trial progress.

"GRAPECITY RESEARCH" will appoint Quality Check Experts (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention. Study co-ordination, project management and quality management will be done by "GRAPECITY RESEARCH". Study personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

"GRAPECITY RESEARCH" will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by "GRAPECITY RESEARCH" which includes telecommunication, travel cost, training cost at various centers across India or abroad.

"GRAPECITY RESEARCH" will be conducting /managing all trial (Trials come from "GRAPECITY RESEARCH SOLUTIONS LLP) at the Institution during the tenure of this agreement. This agreement will last for 05 (Five) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y Indian GCP and regulatory requirement.
2. Preparation for Site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory Documents Collection
6. Patient Identification for assigned study from OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files
8. Preparation for Site Monitoring Initiation Visit (SMV) and resolving all action items generated during previous
9. Conduct study according to International Conference of Harmonization (ICH) E6 and Indian Good Clinical Practice (GCP) regulation
10. Assisting Principal Investigator in administrating ICF and its procedures

11. Ensure protocol &applicable regulatory guidelines compliance and adherence
12. Patients pre-screening, screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular telephonic contact with patients to preventing lost to follow-up and missed visits.
16. Managing clinical trial materials(CTM) maintenance, Accountability, distribution and logistics at site
17. Coordinate all site specific queries-medical, administrative, subject reimbursements and other
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms
19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject log, visit logs, Investigational product log, temperature log, logistics log, SAE and EC communication log
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee
21. Coordinate with central and local lab for logistics and sample flow
22. Attend study related meeting as appropriate
23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site
24. Any other required activities during the trials.
25. Identification of potential database from different therapeutic area of PIs.

26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility
27. Other duties as requested by "GRAPECITY RESEARCH" Management.

B. Institution Permits

1. Institution will give the space and required facilities to appointed CRC & "GRAPECITY RESEARCH" in order to perform clinical trials activities under respected PI.
2. Institution will allow "GRAPECITY RESEARCH" and Sponsors of clinical trials to access the facility to verify source documents.
3. Institution will allow "GRAPECITY RESEARCH" to bring Sponsors of clinical trials to meet with SITE representatives at a mutually convenient time.
4. Institution permit all Clinical Trials (The trial which comes for "GRAPECITY RESEARCH") will exclusively manage by "GRAPECITY RESEARCH" only.

C. Term of Agreement

The term of this Agreement shall be for a period of 05 year commencing on the effective date 14th Jun 2019. However, this Agreement shall be reviewed annually by both parties.

D. Relationship of the Parties

1. Hospital and "GRAPECITY RESEARCH SOLUTIONS LLP" are independent parties. Both parties agree that their relationship is that of an independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this Agreement.

E. GCP, ICH and CFR Compliance

Institution agrees to comply with all requirements of Good Clinical Practices (GCP), International Conference of Harmonization (ICH) and Code of Federal Regulations (CFR) and any and all future regulations, requirements and writing promulgated there under.

F. Confidentiality

1. The parties hereto recognize and agree that due to the complex and competitive nature of the business, the confidentiality of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all information or information relative to the work or the business of either party without the written consent of either party. "GRAPECITY RESEARCH SOLUTIONS LLP" agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatsoever, without the prior written consent of SITE

2. Institution shall not disclose to any third party any and all information about new studies received from "GRAPECITY RESEARCH SOLUTIONS LLP"

G. Indemnification

Institution shall indemnify and hold harmless "GRAPECITY RESEARCH SOLUTIONS LLP" against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees. "GRAPECITY RESEARCH SOLUTIONS LLP" shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by "GRAPECITY RESEARCH SOLUTIONS LLP", its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other for the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Institution, Principal Investigator, "GRAPECITY RESEARCH" and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Institution.
2. All feasibilities and payments shall be routed through "GRAPECITY RESEARCH SOLUTIONS LLP" and pricing while bidding for the trial/ trials shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by "GRAPECITY RESEARCH SOLUTIONS LLP for Smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Institution and /or Investigator is the responsibility of "GRAPECITY RESEARCH SOLUTIONS LLP.
4. All payment will come to "GRAPECITY RESEARCH" by the sponsors/CRO and "GRAPECITY RESEARCH SOLUTIONS LLP Clinical Research Services will be payee for all trial related payment for each trial
5. All payment shall be due and payable to the Institution on the basis of funds received from the sponsor/CRO on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. An invoice will be requested from the hospital for study payment and all Study related payments will be done to MGM Medical College & Hospital Aurangabad, in a period of 15 working days after receiving the payment from the sponsor/CRO

8. The details of study budget sharing in INR is as follows:
   - Payment per patient from Sponsor/CRO to "GRAPECITY RESEARCH SOLUTIONS LLP": 100%
   - Payment to Institute/Principal Investigator from "GRAPECITY RESEARCH SOLUTIONS LLP": 65%
   - Payment to "GRAPECITY RESEARCH SOLUTIONS LLP Clinical Research Services: 35%
   - Patient travel reimbursement will be borne by "GRAPECITY RESEARCH SOLUTIONS LLP" and will be reimbursed by sponsor/CRO to "GRAPECITY RESEARCH SOLUTIONS LLP"
   - If sponsor provides, 20% Institutional Overhead Charges (Of the investigator grant) shall be paid to the Hospital/Institute.
   - If sponsor provides some instrument or pay cheque for instrument purchase for clinical research use, then it should be maintained/ returned back to the sponsor after project completion. OR If Grapecity Research Purchases any instruments for clinical trial use, that will be maintained & remained with Grapecity Research only.
   - Archival of the study documents is responsibility of Hospital/ Institute & should maintain for specific period as per Sponsors policy.
   - If coordinator charges are borne by sponsor in such cases grant will go to "GRAPECITY RESEARCH SOLUTIONS LLP" as the payment to coordinators is already the responsibility of "GRAPECITY RESEARCH SOLUTIONS LLP"

(Note: study budget sharing will be revised after one year mutually agreed by both party)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving Sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use Personal Information or Statement

For good consideration, the undersigned authorizes SMO and it's assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contracted privacy agreement.

The two parties shall consult with each other and mediate any disputes which may arise about the contract. If all attempts fail, the two parties can appeal to the organization of arbitration in judicial court of Aurangabad, MH, India.

MGM Medical College &Hospital Aurangabad

1) Signature: _____

DEAN
MGM'S MEDICAL COLLEGE
AURANGABAD

Name:-Dr. Rajendra Bohra
Title: - Dean
MGM Medical College and Hospital,
N-6 CIDCO, Aurangabad-431003,Maharashtra,India
Date: - 18 Jun 2019

2) Signature: _____

Dr. Pravin Suryawanshi
Professor & Head
Department of Surgery
MGM Medical College & Hospital,
Aurangabad
Reg. No. 071613

Name:-Dr. Pravin R. Suryawanshi
Title: - Dy. Dean
MGM Medical College and Hospital,
N-6 CIDCO, Aurangabad-431003,Maharashtra,India
Date: - 18 Jun 2019

3) Signature: _____

Professor & H.O.D.
Department of Pharmacology
MGM's Medical College
Aurangabad.

Name:-Dr. Deepak Bhosle
Title:- Professor & Head Department of Pharmacology
MGM Medical College and Hospital,
N-6 CIDCO, Aurangabad-431003,Maharashtra,India
Date: - 18 Jun 2019

GRAPECITY RESEARCH SOLUTIONS LLP

For Grapecity Research Solutions LLP

Signature: _____

Designates Partners / Partner

Name: - Dr. Sushil Chaudhary
Title: - Founder & Director,
GRAPECITY RESEARCH SOLUTIONS LLP
Shree Prasad, Block No. D-2, Prakash Housing Society ,
Kalewadi Phata,Thergaon, Pune 411033, Maharashtra, India.

Date: - 14th Jun 2019

med tricare
clinical research solutions
Searching for better solutions.

Memorandum of Understanding

This Agreement is made on 12thJuly 2022, by and between "**Med Tricare clinical research solution**" having its Office at plot no 21, PrabhatNagar Bhausingpura Aurangabad 431001 referred as a party- A **(here in after referred to as the"SMO")**

And

Mahatma Gandhi Mission's (MGM) Medical College & Hospital, N-6, Cidco, Aurangabad, Maharashtra 431003 referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College& Hospital appoints Med Tricare clinical Research solution ServicesAs a site management organization on **Exclusive basis for period of 10 years w.e.f12th July 2022 to 12th July 2032. (Will be reviewed and updated accordingly)**

Obligations of Med Tricare clinical research solution Services:

Med Tricare clinical research solution is a site management Organization based in Aurangabad providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertisein India.

Med Tricare clinical research solution Servicesis desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

Med Tricare clinical research solution Servicesshall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.

Med Tricare clinical research solution Serviceswill manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

med tricare
clinical research solutions

Searching for better solutions.

Memorandum of Understanding

Med Tricare clinical research solution Services will appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a pointof contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

Med Tricare clinical research solution will appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

Med Tricare clinical Research solutionwill appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and qualitymanagement will be done by Med Tricare clinical Research solution services. Med Tricare clinical Research solution personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

Med Tricare clinical Research solutionwill bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by Med Tricare clinical Research solution Serviceswhich includes telecommunication, travel cost, training cost at various centers across India or abroad.

Med Tricare clinical Research solutionwill be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and Regulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection

Memorandum of Understanding

6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files
8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during Previous monitoring visits
9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice (GCP) regulation
10. Assisting Principal Investigator in administrating ICF and its procedures
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patients pre- screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular Telephoniccontact with patients to preventing lost to follow- up and missed visits.
16. Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site
17. Coordinate all site specific queries- medical, administrative, subject reimbursements and other study Related activities.
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms
19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject Log, visit logs, Investigational product log, temperature log, SAE and EC communication log
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety To the ethics committee

Memorandum of Understanding

21. Coordinate with central and local lab for logistics and sample flow
22. Attend study related meeting as appropriate
23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site
24. Any other required activities during the trials.
25. Identification of potential database from different therapeutic area of PIs
26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility
27. Other duties as requested by Med Tricare clinical Research solution ServicesManagement

B. Hospital permits

1. Hospital will give the space and required facilities to appointed CRC & Med Tricare clinical Research solutionin order to performclinical trials activities under respected PI.
2. Hospital will allow Med Tricare clinical Research solution and Sponsors of Clinical trials to access the facility to verify source documents.
3. Hospital will allow Med Tricare clinical Research solution to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Hospital shall permit Med Tricare clinical Research solution to exclusively manage all clinical trial commenced by Med Tricare clinical Research solution Services

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date12th July 2022. However, this Agreement shall be reviewed annually by both parties if needed.

D. Relationship of the parties

1. Hospital and Med Tricare clinical Research solution are independent parties. Both parties agree that their relationship is that of an Independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement,except as provided in this Agreement.

Memorandum of Understanding

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

F. Confidentiality

1. The parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties Is of critical importance. Either partyshall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party Med Tricare clinical Research solutionagrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.

2. Hospital shall not disclose to any third party any and information about new studies received from Med Tricare clinical Research solution

G. Indemnification

Hospital shall indemnify and hold harmless Med Tricare clinical Research solutionagainst any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, Med Tricare clinical Research solutionshall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by Med Tricare clinical Research solution, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Hospital, principal Investigator, Med Tricare clinical Research solution Servicesand Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.

tned tricare
clinical research solutions

Searching for better solutions.

Memorandum of Understanding

2. All feasibilities and payments shall be routed through Med Tricare clinical Research solution and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by Med Tricare clinical Research solution Servicesfor smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Hospital and /or Investigator is the responsibility of Med Tricare clinical Research solutionServices.
4. Med Tricare clinical Research solution will be payee name for all trial related payment.
5. All payment shall be due and payable to the hospital on actual work i.e., number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital, in a period of 15 working days after receiving the payment from the sponsor/CRO.
8. The details of study budget sharing in INR is as follow:
    - **100%** study payment will be paid to Med Tricare clinical Research solutionfrom Sponsor/ CRO for each study.
    - **65%** study payment will be paid to Hospital /Principal Investigator from Med Tricare clinical Research solution
    - **35%** study payment fees will be paid to Med Tricare clinical Research solution
    - **100%** CRC fees will be paid to Med Tricare clinical Research solutionfrom sponsor /CRO.
    - Additional **30%** Institutional overhead will be paid from**Med Tricare clinical research solution** received from sponsor/CRO.

Memorandum of Understanding

- **Med Tricare clinical research solution** will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(**Note**: Hospital/Principal Investigator should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the states India.

tned tricare
clinical research solutions
Searching for better solutions.

Memorandum of Understanding

Authorized Signature: .....29/7/22 Name:Dr.Rajendra Bohra Title: Dean Date: 29 JUL 2022 Hospital Name:**Mahatma Gandhi Mission's (MGM) Medical College& Hospital** DEAN MGM'S MEDICAL COLLEGE AURANGABAD	Professor & Head Dept.of Pharmacology .....12/7/22 Name: Dr.Deepak Bhosle Title: Professor & Head Department of Pharmacology (Clinical Trial Center) Date: 12 JUL 2022 Hospital Name: **Mahatma Gandhi Mission's (MGM) Medical College & Hospital** Professor & H.O.D. Department of Pharmacology MGM's Medical College Aurangabad.

MEDTRICARE CLINICAL RESEARCH SOLUTION.

1) **Authorized Signature:**
.....12/7/22
Name: Manish Kamalakar Wankhede
Title: Director
Date: 12/07/2022
SMO: Med Tricare clinical research solution
Address: Plot no 21, Prabhatnagarbhausingpura Aurangabad

Med Tricare Clinical Research Solutions Aurangabad

2) **Authorized Signature:**
.....12/7/22
Name:DrDhanajay Satpute
Title: Head of the clinical Operation
Date:12/07/2022
SMO: : Med Tricare clinical research solution
Address: Plot no 21, Prabhatnagarbhausingpura Aurangabad

Med Tricare Clinical Research Solutions Aurangabad

Memorandum of Understanding

This Agreement is made on **24 JAN 2022**, by and between "**METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP"** having its Office at H NO 9-1-143, Lane No 6, Sharif Colony Kat KAT GATE Aurangabad referred as a party- A **(here in after referred to as the"SMO")**

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, N-6, Cidco, Aurangabad, Maharashtra 430 003 referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College & Hospital appoints "**METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP"** Services as a site management organization on **Exclusive basis for period of 10 years w.e.f 24 Jan 2022 to 23 JAN 2032. (Will be reviewed and updated accordingly)**

Obligations of MH & RS SMO:

MH & RS is a site management Organization based in Aurangabad, providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertise in India.

MH & RS is desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

MH & RS shall play vital role in getting clinical trials to the hospital /institute from the sponsors and CROs and execute them in hospital /institute.

MGM's Medical College Aurangabad

METICULOUS HEALTHCARE & RESEARCH SERVICES LLP AURANGABAD

MH & RS will manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

MH & RS will appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a point of contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

MH & RS will appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

MH & RS will appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and quality management will be done by **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP**.

MH & RS personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

MH & RS will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by **MH & RS** which includes telecommunication, travel cost, training cost at various centers across India or abroad.

MH & RS will be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, India GCP and Regulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection
6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files
8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during

Previous monitoring visits

9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice (GCP) regulation
10. Assisting Principal Investigator in administrating ICF and its procedures
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patients pre- screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular Telephonic contact with patients to preventing lost to follow- up and missed visits.
16. Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site
17. Coordinate all site specific queries- medical, administrative, subject reimbursements and other study related activities.
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms
19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject Log, visit logs, Investigational product log, temperature log, SAE and EC communication log
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety To the ethics committee
21. Coordinate with central and local lab for logistics and sample flow
22. Attend study related meeting as appropriate
23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site
24. Any other required activities during the trials.
25. Identification of potential database from different therapeutic area of PIs
26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility
27. Other duties as requested by **MH & RS** Management.

MGM's Medical College Aurangabad

METICULOUS HEALTHCARE & RESEARCH SERVICES LLP AURANGABAD

B. Hospital permits

1. Hospital will give the space and required facilities to appointed CRC & **MH & RS** in order to perform clinical trials activities under respected PI.
2. Hospital will allow **MH & RS** and Sponsors of Clinical trials to access the facility to verify source documents.
3. Hospital will allow **MH & RS** to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Hospital shall permit **MH & RS** to exclusively manage all clinical trial commenced by SMO services.

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 14th Jan 2022. However, this Agreement shall be reviewed annually by both parties if needed.

D. Relationship of the parties

1. Hospital and **MH & RS** are independent parties. Both parties agree that their relationship is that of an Independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provide in this Agreement.

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

F. Confidentiality

1. The parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party **MH & RS** agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.

meticulous.smo@gmail.com 9766885171
House No. 9-1-143, Sharif Colony, Lane No. 6, Near Rashion Shop No.132, Kat Kat Gate, Aurangabad, 431001, Maharashtra, India

2. Hospital shall not disclose to any third party any and information about new studies received from **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP**.

G. Indemnification

Hospital shall indemnify and hold harmless **MH & RS** against any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, **MH & RS** shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by **MH & RS**, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Hospital, principle Investigator, **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP** and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.
2. All feasibilities and payments shall be routed through **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP** and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP** for smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Hospital and /or Investigator is the responsibility of **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP**.
4. **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP** will be payee name for all trial related payment.
5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital, in a period of 15 working days after receiving the payment from the sponsor/CRO.
8. The details of study budget sharing in INR is as follow:

MGM's Medical College Aurangabad

METICULOUS HEALTHCARE & RESEARCH SERVICES LLP AURANGABAD

meticulous.smo@gmail.com 9766885171
House No. 9-1-143, Sharif Colony, Lane No. 6, Near Rashion Shop No.132, Kat Kat Gate, Aurangabad, 431001, Maharashtra, India

- **100%** study payment will be paid to **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP** from Sponsor/ CRO for each study.
- **65%** study payment will be paid to Hospital /Principal Investigator from **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP**.
- **35%** study payment fees will be paid to **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP**.
- **100%** CRC fees will be paid to **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP** from sponsor /CRO.
- Subject Travel reimbursement amount will be paid to Hospital from **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP**.
- Additional **30%** Institutional overhead will be paid from **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP** received from sponsor /CRO.
- **METICULOUS HEALTHCARE AND RESEARCH SERVICES LLP** will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(**Note**: Hospital/Principal Investigator should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state of Maharashtra India.

MGM's Medical College Aurangabad

METICULOUS HEALTHCARE & RESEARCH SERVICES LLP AURANGABAD

meticulous.smo@gmail.com 9766885171
House No. 9-1-143, Sharif Colony, Lane No. 6, Near Rashion Shop No.132, Kat Kat Gate, Aurangabad, 431001. Maharashtra, India

Authorized Signature: ..... Name: Dr.Rajendra Bohra Title: Dean Hospital Name:**Mahatma Gandhi Mission (MGM) Medical College& Hospital** Date: 24 Jan 2022 **Stamp:** DEAN MGM'S MEDICAL COLLEGE AURANGABAD	**Authorized Signature:** ..... Name: Dr.Deepak Bhosle Title: Professor & Head Dept.of Pharmacology Hospital Name: **Mahatma Gandhi Mission (MGM) Medical College & Hospital** Date: 24 Jan 2022 **Stamp:** Professor & H.O.D. Department of Pharmacology MGM's Medical College Aurangabad.
Authorized Signature: ..... Name: Shaikh Yahiya Ali Title: Founder & Director, SMO: Meticulous Healthcare and Research Services LLP Date: 24 Jan 2022 Address: Sharif Colony A'bad. **Stamp:**	**Authorized Signature:** ..... Name: Shaikh Anam Fatema Title: Partner SMO: Meticulous Healthcare and Research Services LLP Date: 24 Jan 2022 Address: Sharif Colony A'bad. **Stamp:**

METICULOUS HEALTHCARE & RESEARCH SERVICES LLP ★ AURANGABAD

meticulous.smo@gmail.com 9766885171
House No. 9-1-143, Sharif Colony, Lane No. 6, Near Rashion Shop No 132, Kat Kat Gate, Aurangabad, 431001, Maharashtra, India

Cliniinfinity
Clinical Research Solutions

Memorandum of Understanding

This Agreement is made on 12 Dec 2020, by and between **"CliniInfinity Clinical Research Solutions LLP"** having its Office atFlat No. 11 , Bus Stop, Sai Corner Building, N-7 Cidco, Aurangabad – 431001, Maharashtra, India referred as a party- A **(here in after referred to as the"")**

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, N-6, Cidco, Aurangabad, Maharashtra 430 003 referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College& Hospital appoints **CliniInfinity Clinical Research Solutions LLP**ServicesAs a site management organization on **Exclusive basis for period of 10 years w.e.f 12thDec 2020 to 13thDec 2029. (will be reviewed and updated accordingly)**

Obligations of CliniInfinity Clinical Research Solutions LLPServices:

CliniInfinity Clinical Research Solutions LLPis a site management Organization based in Hyderabad providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertisein India.

CliniInfinity Clinical Research Solutions LLP Servicesis desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

CliniInfinity Clinical Research Solutions LLP ServicesShall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.

CliniInfinity Clinical Research Solutions LLP Serviceswill manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

CliniInfinity Clinical Research Solutions LLP Services will appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a pointof contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

CliniInfinity Clinical Research Solutions LLPwill appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

Cliniinfinity
Clinical Research Solutions

Memorandum of Understanding

This Agreement is made on 12 Dec 2020, by and between **"CliniInfinity Clinical Research Solutions LLP"** having its Office atFlat No. 11 , Bus Stop, Sai Corner Building, N-7 Cidco, Aurangabad – 431001, Maharashtra, India referred as a party- A **(here in after referred to as the"")**

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, N-6, Cidco, Aurangabad, Maharashtra 430 003 referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College& Hospital appoints **CliniInfinity Clinical Research Solutions LLP**ServicesAs a site management organization on **Exclusive basis for period of 10 years w.e.f 12thDec 2020 to 13thDec 2029. (will be reviewed and updated accordingly)**

Obligations of CliniInfinity Clinical Research Solutions LLPServices:

CliniInfinity Clinical Research Solutions LLPis a site management Organization based in Hyderabad providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertisein India.

CliniInfinity Clinical Research Solutions LLP Servicesis desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

CliniInfinity Clinical Research Solutions LLP ServicesShall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.

CliniInfinity Clinical Research Solutions LLP Serviceswill manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

CliniInfinity Clinical Research Solutions LLP Services will appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a pointof contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

CliniInfinity Clinical Research Solutions LLPwill appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

CliniInfinity Clinical Research Solutions LLPwill appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and qualitymanagement will be done by **CliniInfinity Clinical Research Solutions LLP**services. **CliniInfinity Clinical Research Solutions LLP**personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

CliniInfinity Clinical Research Solutions LLPwill bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by **CliniInfinity Clinical Research Solutions LLP**Serviceswhich includes telecommunication, travel cost, training cost at various centers across India or abroad.

CliniInfinity Clinical Research Solutions LLPwill be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and Regulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection
6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files
8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during Previous monitoring visits
9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice(GCP) regulation
10. Assisting Principal Investigator in administrating ICF and its procedures
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patients pre- screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular Telephoniccontact with patients to preventing lost to follow- up and missed visits.

CliniInfinity Clinical Research Solutions LLPwill appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and qualitymanagement will be done by **CliniInfinity Clinical Research Solutions LLP**services. **CliniInfinity Clinical Research Solutions LLP**personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

CliniInfinity Clinical Research Solutions LLPwill bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by **CliniInfinity Clinical Research Solutions LLP**Serviceswhich includes telecommunication, travel cost, training cost at various centers across India or abroad.

CliniInfinity Clinical Research Solutions LLPwill be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and Regulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection
6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files
8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during Previous monitoring visits
9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice(GCP) regulation
10. Assisting Principal Investigator in administrating ICF and its procedures
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patients pre- screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular Telephoniccontact with patients to preventing lost to follow- up and missed visits.

5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital, in a period of 15 working days after receiving the payment from the sponsor/CRO.
8. The details of study budget sharing in INR is as follow:
   - **100%** study payment will be paid to **CliniInfinity Clinical Research Solutions LLP**from Sponsor/ CRO for each study.
   - **65%** study payment will be paid to Hospital /Principal Investigator from **CliniInfinity Clinical Research Solutions LLP.**
   - **35%** study payment fees will be paid to **CliniInfinity Clinical Research Solutions LLP.**
   - **100%** CRC fees will be paid to **CliniInfinity Clinical Research Solutions LLP**from sponsor /CRO.
   - Additional **25%** Institutional overhead will be paid from**CliniInfinity Clinical Research Solutions LLP**received from sponsor /CRO.
   - **CliniInfinity Clinical Research Solutions LLP**will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(**Note:** Hospital/Principal Investigator should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state of Aurangabad, Maharashtra, India.

Authorized Signature: ..... Name:Dr.Rajendra Bohra DEAN Title: Dean MGM'S MEDICAL COLLEGE AURANGABAD Date: Hospital Name:Mahatma Gandhi Mission (MGM) Medical College& Hospital	Professor & Head Dept.of Pharmacology Professor & H.O.D. Department of Pharmacology MGM's Medical College Aurangabad. ..... Name: Dr.Deepak Bhosle Title: Professor & Head Dept.of Pharmacology Date: Hospital Name: Mahatma Gandhi Mission (MGM) Medical College & Hospital

1) CliniInfinity Clinical Research Solutions LLP
Authorized Signature:
.....
CLINIINFINITY Clinicial Research Solutions LLP
Partner
Name: Dr. Vinayak Ghayal
Title: Director and CEO
Date:
SMO:CliniInfinity Clinical Research Solutions LLP
Address:Flat No. 11 , Bus Stop, Sai Corner Building, N-7 Cidco, Aurangabad – 431001, Maharashtra

2) Authorized Signature:
.....
CLINIINFINITY Clinicial Research Solutions LLP
Partner
Name: Mr. Mahesh Chudavekar
Title: Director
SMO:CliniInfinity Clinical Research Solutions LLP
Address: Flat No. 11 , Bus Stop, Sai Corner Building, N-7 Cidco, Aurangabad – 431001, Maharashtra

METTA CLINICAL RESEARCH

Memorandum of Understanding

This Agreement is made on 10th Feb 2021, by and between "**Metta Clinical Research Pvt. Ltd.** " having its Office at H.No. 3232,Plot No.42,Vasant Nagar,Nagpur,440027 Maharashtra referred as a party- A **(here in after referred to as the"METTA")**

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, N-6, Cidco, Aurangabad, Maharashtra 430 003 referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College& Hospital appoints **Metta Clinical Research** as a site management organization on **Exclusive basis for period of 10 years w.e.f 10st Feb 2021 to 09t Feb 2031. (will be reviewed and updated accordingly)**

Obligations of Metta Clinical Research:

Metta Clinical Research is a site management Organization based in Nagpur providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertise in India.

Metta Clinical Research is desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

Metta Clinical Research Shall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.

METTA CLINICAL RESEARCH

Metta Clinical Research will manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

Metta Clinical Research will appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a point of contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

Metta Clinical Research will appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

Metta Clinical Research will appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and quality management will be done by **Metta Clinical Research**. **Metta Clinical Research** personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

Metta Clinical Research will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by **Metta Clinical Research** which includes telecommunication, travel cost, training cost at various centers across India or abroad.

Metta Clinical Research will be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and Regulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection
6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files

METTA CLINICAL RESEARCH Pvt. Ltd
H.No. 3232,42, Vasant Nagar, Nagpur- MH.- 440027, Cell: 09545526358, 9822222459
Web: www.mettaclinical.com, email: info@mettaclinical.com

8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during Previous monitoring visits
9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice (GCP) regulation
10. Assisting Principal Investigator in administrating ICF and its procedures
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patients pre- screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular Telephonic contact with patients to preventing lost to follow- up and missed visits.
16. Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site
17. Coordinate all site specific queries- medical, administrative, subject reimbursements and other study related activities.
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms
19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject log, visit logs, Investigational product log, temperature log, SAE and EC communication log
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee
21. Coordinate with central and local lab for logistics and sample flow
22. Attend study related meeting as appropriate
23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site
24. Any other required activities during the trials.

25. Identification of potential database from different therapeutic area of PIs
26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility
27. Other duties as requested by **Metta Clinical Research**

B. Hospital permits

1. Hospital will give the space and required facilities to appointed CRC & **Metta Clinical Research** in order to perform clinical trials activities under respected PI.
2. Hospital will allow **Metta Clinical Research** and Sponsors of Clinical trials to access the facility to verify source documents.
3. Hospital will allow **Metta Clinical Research** to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Hospital shall permit **Metta Clinical Research** to exclusively manage all clinical trial commenced by **Metta Clinical Research**

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 10 th Feb 2021. However, this Agreement shall be reviewed annually by both parties if needed.

D. Relationship of the parties

1. Hospital and **Metta Clinical Research** are independent parties. Both parties agree that their relationship is that of an Independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this Agreement.

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

F. Confidentiality

1. the parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties Is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party **Metta Clinical Research** agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.

2. Hospital shall not disclose to any third party any and information about new studies received from **Metta Clinical Research**.

G. Indemnification

Hospital shall indemnify and hold harmless **Metta Clinical Research** against any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, **Metta Clinical Research** shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by **Metta Clinical Research**, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Hospital, Principle Investigator, **Metta Clinical Research** and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.
2. All feasibilities and payments shall be routed through **Metta Clinical Research** and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by **Metta Clinical Research** for smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Hospital and is the responsibility of **Metta Clinical Research**.
4. **Metta Clinical Research** will be payee name for all trial related payment.
5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.

6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be raised by Metta Clinical Research (SMO) after the discussion with Dr. Deepak Bhosle Prof. and Head, Dept of Pharmacology and In charge Clinical Research Unit.
8. All invoices will be shared with Dr Deepak Bhosle to maintain the transparency. SMO will transfer the respected amount to MGM Medical college, Aurangabad, in period of 15 working days after receiving the payment from the Sponsor/CRO.
9. The details of study budget sharing in INR is as follow:
   - **100%** study payment will be paid to **Metta Clinical Research** from Sponsor/ CRO for each study.
   - **65%** study payment will be paid to Hospital from **Metta Clinical Research**.
   - **35%** study payment fees will be paid to **Metta Clinical Research**.
   - **100%** CRC fees will be paid to **Metta Clinical Research** from sponsor /CRO.
   - Additional **30%** Institutional overhead will be paid from **Metta Clinical Research** received from sponsor /CRO.
   - **Metta Clinical Research** will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(**Note**: Hospital/Principal Investigator should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state-S, India.

METTA CLINICAL RESEARCH

Authorized Signature: ..... Name: Dr.Rajendra Bohra Title: Dean Date: Hospital Name:**Mahatma Gandhi Mission (MGM) Medical College& Hospital**	Professor & Head Dept.of Pharmacology ..... Name: Dr.Deepak Bhosle Title: Professor & Head Dept.of Pharmacology Date: Hospital Name: **Mahatma Gandhi Mission (MGM) Medical College & Hospital**

DEAN
MGM'S MEDICAL COLLEGE
AURANGABAD

Professor & H.O.D.
Department of Pharmacology
MGM's Medical College
Aurangabad.

Metta Clinical Research Pvt. Ltd.

1) **Authorized Signature:**

METTA CLINICAL RESEARCH PVT. LTD.
H. NO. 3232, PLOT NO.42,
VASANT NAGAR, NAGPUR-27.
MAHARASHTRA INDIA

.....

Name: Dr Jayesh Dhawale

Title: Director of SMO

Date: 10 Feb 2021

SMO: **Metta Clinical Research Pvt. Ltd**

Address: **H.No 3232,42, Vasant nagar,Nagpur-MH,-440027**

METTA CLINICAL RESEARCH

2) Authorized Signature:

METTA CLINICAL RESEARCH PVT. LTD.
H. NO. 3232, PLOT NO.42,
VASANT NAGAR, NAGPUR-27.
MAHARASHTRA INDIA

10/Feb/2024

Name: Rajshri Dambhare

Title: Business Process Lead

Date:

SMO: **Metta Clinical Research Pvt. Ltd**

Address: **H.No 3232,42, Vasant nagar,Nagpur-MH,-440027**

Oxygen

Clinical Research and Service
Saiyankar Apartment, Sawangi Meghe,
Wardha-442004, Maharashtra, India
Contact No. 9284417019

Memorandum of Understanding

This Agreement is made on 27th April 2022, by and between **"Oxygen Clinical Research and Services"** having its Office at referred as a party- A **(here in after referred to as the "SMO")**

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, N-6, Cidco, Aurangabad, Maharashtra 430 003 referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College& Hospital appoints Oxygen Clinical Research and Services As a site management organization on **Exclusive basis for period of 10 years w.e.f 27th Apr 2022 to 27th Apr 2032. (Will be reviewed and updated accordingly)**

Obligations of Oxygen Clinical Research and Services:

Oxygen Clinical Research and Services is a site management Organization based in Wardha, Maharashtra providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertise in India.

Oxygen Clinical Research and Services is desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

Oxygen Clinical Research and Services Shall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.

Oxygen Clinical Research and Services will manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

Oxygen Clinical Research and Services will appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a point of contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

Oxygen Clinical Research and Services appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

Oxygen Clinical Research and Services will appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and quality management will be done by Oxygen Clinical Research and Services. Oxygen Clinical Research and Services personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

Oxygen Clinical Research and Services will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by Oxygen Clinical Research and Services which includes telecommunication, travel cost, training cost at various centers across India or abroad.

Oxygen Clinical Research and Services will be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and Regulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection
6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files
8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during Previous monitoring visits
9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice (GCP) regulation
10. Assisting Principal Investigator in administrating ICF and its procedures
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patient's pre- screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular Telephonic contact with patients to preventing lost to follow- up and missed visits.

16. Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site
17. Coordinate all site-specific queries- medical, administrative, subject reimbursements and other study related activities.
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms
19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject log, visit logs, Investigational product log, temperature log, SAE and EC communication log
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee
21. Coordinate with central and local lab for logistics and sample flow
22. Attend study related meeting as appropriate
23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site
24. Any other required activities during the trials.
25. Identification of potential database from different therapeutic area of PIs
26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility
27. Other duties as requested by Oxygen Clinical Research and Services Management

B. Hospital permits

1. Hospital will give the space and required facilities to appointed CRC & Oxygen Clinical Research and Services in order to perform clinical trials activities under respected PI.
2. Hospital will allow Oxygen Clinical Research and Services and Sponsors of Clinical trials to access the facility to verify source documents.
3. Hospital will allow Oxygen Clinical Research and Services to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Hospital shall permit Oxygen Clinical Research and Services to exclusively manage all clinical trial commenced by Oxygen Clinical Research and Services

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 27th April 2022. However, this Agreement shall be reviewed annually by both parties if needed.

D. Relationship of the parties

1. Hospital and Oxygen Clinical Research and Services are independent parties. Both parties agree that their relationship is that of an independent contractor and not employer and employee.

2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this Agreement.

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

F. Confidentiality

1. the parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties Is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party Oxygen Clinical Research and Services agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.

2. Hospital shall not disclose to any third party any and information about new studies received from Oxygen Clinical Research and Services.

G. Indemnification

Hospital shall indemnify and hold harmless Oxygen Clinical Research and Services against any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, Oxygen Clinical Research and Services shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by **Oxygen Clinical Research and Services**, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Hospital, principal Investigator, Oxygen Clinical Research and Services and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.
2. All feasibilities and payments shall be routed through Oxygen Clinical Research and Services and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by Oxygen Clinical Research and Services for smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Hospital and /or Investigator is the responsibility of Oxygen Clinical Research and Services.
4. Oxygen Clinical Research and Services will be payee name for all trial related payment.

5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital, in a period of 45 working days after receiving the payment from the sponsor/CRO.
8. The details of study budget sharing in INR are as follow:
    - **100 %** study payment will be paid to Oxygen Clinical Research and Services from Sponsor/ CRO for each study.
    - **65 %** study payment will be paid to Hospital /Principal Investigator from Oxygen Clinical Research and Services.
    - **35 %** study payment fees will be paid to Oxygen Clinical Research and Services.
    - **100%** CRC fees will be paid to Oxygen Clinical Research and Services from sponsor /CRO.
    - Subject Travel reimbursement amount will be paid to Hospital from Oxygen Clinical Research and Services.
    - Additional **30%** Institutional overhead will be paid from Oxygen Clinical Research and Services received from sponsor /CRO.
    - Oxygen Clinical Research and Services will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(**Note:** Hospital/Principal Investigator should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state of Maharashtra India.

Authorized Signature: ..... Name: Dr.Rajendra Bohra Title: Dean Date: Hospital Name: **Mahatma Gandhi Mission (MGM) Medical College& Hospital** **Stamp:** DEAN MGM'S MEDICAL COLLEGE AURANGABAD	Professor & Head Dept.of Pharmacology ..... Name: Dr.Deepak Bhosle Title: Professor & Head Dept.of Pharmacology Date: 10.05.2022 Hospital Name: **Mahatma Gandhi Mission (MGM) Medical College & Hospital** **Stamp:** Professor & H.O.D. Department of Pharmacology MGM's Medical College Aurangabad.

Oxygen Clinical Research and Services **1) Authorized Signature:** ..... Name: Miss. Gauri Sadhankar Title: Project Manager Date: 27 Apr 2022 Address: Saiyankar Apartment, Sawangi Meghe Wardha- 442004, Maharashtra, INDIA **Stamp:** OXYGEN CLINICAL RESEARCH & SERVICES Oxygen	**Oxygen Clinical Research and Services** **2) Authorized Signature:** ..... Name: Mr. Govind Pawar Title: Director Date: 27 Apr 2022 Address: Saiyankar Apartment, Sawangi Meghe Wardha- 442004, Maharashtra, INDIA **Stamp:** OXYGEN CLINICAL RESEARCH & SERVICES Oxygen

తెలంగాణ తెలంగాన TELANGANA

X 938377

Date 07/01/20 Serial No. 80 Rs.....

Sri/Smt NMC Services
S/o D/o W/o F/o Praveen Kumar
For whom.....

Qamar Jahan
License No.16-02-079 of 2012
SV renewal License 16-02-060 of 2018
H.No.1-1-1/18/1, Ranga Reddy Complex
Beside BSNL office, RTC X ROADS
Hyderabad- TS. 5000 20. Ph.7075692061.

Memorandum of Understanding

This Agreement is made on 01st Jan 2020, by and between **"NMC Services (Narlagiri Mogili Chandramma)"** having its Office at **KAKATIYA hospitals, # 12 -52, road no. 2, P&T colony, Medipally, Hyderabad -500039, India** referred as a party- A **(here in after referred to as the"NMC")**

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, N-6, Cidco, Aurangabad, Maharashtra 431 003 referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College& Hospital appoints NMC Servicesas a site management organization on **Exclusive basis for period of 10 years w.e.f 1st Jan 2020 to 31st Dec 2029. (will be reviewed and updated accordingly)**

Obligations of NMC Services:

NMC Services(NMC) is a site management Organization based in Hyderabad providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertisein India.

NMC Servicesis desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

NMC Servicesshall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.

NMC Serviceswill manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

NMC Serviceswill appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a pointof contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

NMC Serviceswill appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

NMC Serviceswill appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and qualitymanagement will be done by NMC services. NMC personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

NMC Serviceswill bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by NMC Serviceswhich includes telecommunication, travel cost, training cost at various centers across India or abroad.

NMC Serviceswill be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and Regulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection
6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files
8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during Previous monitoring visits
9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice(GCP) regulation

10. Assisting Principal Investigator in administrating ICF and its procedures
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patients pre- screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular telephoniccontact with patients to preventing lost to follow- up and missed visits.
16. Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site
17. Coordinate all site specific queries- medical, administrative, subject reimbursements and other study related activities.
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms
19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject log, visit logs, Investigational product log, temperature log, SAE and EC communication log
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee
21. Coordinate with central and local lab for logistics and sample flow
22. Attend study related meeting as appropriate
23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site
24. Any other required activities during the trials.
25. Identification of potential database from different therapeutic area of PIs
26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility
27. Other duties as requested by NMC ServicesManagement

B. Hospital permits

1. Hospital will give the space and required facilities to appointed CRC &NMC in order to performclinical trials activities under respected PI.
2. Hospital will allow NMC and Sponsors of Clinical trials to access the facility to verify source documents.
3. Hospital will allow NMC to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Hospital shall permit NMC to exclusively manage all clinical trial commenced by NMC Services

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 01st Jan 2020. However, this Agreement shall be reviewed annually by both parties if needed.

D. Relationship of the parties

1. Hospital and NMC are independent parties. Both parties agree that their relationship is that of an Independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement,except as provided in this Agreement.

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

F. Confidentiality

1. the parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties Is of critical importance. Either partyshall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party NMC agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.

2. Hospital shall not disclose to any third party any and information about new studies received from NMC.

G. Indemnification

Hospital shall indemnify and hold harmless NMC against any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, NMC shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by NMC, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Hospital, principle Investigator, NMC Servicesand Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.
2. All feasibilities and payments shall be routed through NMC and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by NMC Servicesfor smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Hospital and /or Investigator is the responsibility of NMC Services.
4. NMC Serviceswill be payee name for all trial related payment.
5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital, in a period of 15 working days after receiving the payment from the sponsor/CRO.
8. The details of study budget sharing in INR is as follow:
    - **100%** study payment will be paid to NMC from Sponsor/ CRO for each study.
    - **65%** study payment will be paid to Hospital /Principal Investigator from NMC.
    - **35%** study payment fees will be paid to NMC.
    - **100%** CRC fees will be paid to NMCfrom sponsor /CRO.
    - Additional **20%** Institutional overhead will be paid from NMC received from sponsor /CRO.
    - NMC will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(**Note**: Hospital/Principal Investigator should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state of Telangana/ state of Maharashtra, India.

Authorized Signature:	Witness Signature:
.....	.....
Name: DR. RAJENDRA - BOHRA	Witness Name: Dr Deepak Bhosle
Title: DEAN	Title: Prof & HOD
Date: 21/01/2020	Date: 20/01/2020.
Hospital Name:**Mahatma Gandhi Mission (MGM) Medical College& Hospital**	Hospital Name: **Mahatma Gandhi Mission (MGM) Medical College & Hospital**

Dean
MGM Medical College,
Aurangabad.

Professor & H.O.D.
Department of Pharmacology
MGM's Medical College
Aurangabad.

NMC Services, Hyderabad

1) **Authorized Signature:**

.....

Name: R. Praveen Kumar

Title: **Founder and Director**

Date: 10 Jan 2020

SMO:**NMC Services**

Address: **Kakatiya hospitals,#12 -52, road no. 2, P&T colony, Medipally , Hyderabad - 500039**

NMC SERVICES ★ HYDERABAD-500 039 ★

2) **Authorized Signature:**

.....

Name: N. Gouthami

Title: **Associate Director**

Date: 10 Jan 2020

SMO:**NMC Services**

Address: **Kakatiya hospitals,#12 -52, road no. 2, P&T colony, Medipally , Hyderabad - 500039**

NMC SERVICES ★ HYDERABAD-500 039 ★

QRED CLINICAL RESEARCH SERVICES

Memorandum of Understanding

This Agreement is made on 01st Dec 2019, by and between **"Q RED Clinical Research Services (Q RED)"**a company registered under company act 1956 having its office at **134, Chitanvis Nagar, Umred Road, Nagpur-440024, Maharashtra, India** referred as a party- A **(here in after referred to as the "QRED")**

And

MAHATMA GANDHI MISSION's, MEDICAL COLLEGE & HOSPITAL (MGM HOSPITAL), N-6 CIDCO, Aurangabad-431003,Maharashtra, India referred as a party -B**(here in after referred to as the "Institution")**
The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties hereto as follows

MGM College & Hospital Aurangabad appoints **Q RED Clinical Research Services** as a Site management organization on **Exclusive basis for period of 10 years w.e.f 01st Dec 2019 to 31st Dec 2029.**

Obligations of Q RED Clinical Research Services:
Q RED Clinical Research Services (Q RED) is a Clinical Research Organizations and Site Management Organization based in Nagpur providing end to end clinical research services to the Sponsors, Pharmaceutical and Biopharmaceutical industry, Institutions and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in Site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site Selection, Faster Patient Recruitment, Quality compliance& Maintenance, and Clinical Research Expertise in India.

Q RED Clinical Research Services is desirous of working with Institution for the purpose of conducting ICH-GCP complaint Phase I-IV clinical trials for new drug & treatment.

Q RED Clinical Research Services shall play vital role in getting clinical trials to the hospital / institution from the sponsors and CROs and execute them in institution.

Q RED Clinical Research Services will manage Study Operations and Study services as directed by Study protocol for the duration of the clinical trial.

134 Chitanvis Nagar, Umred Road, Nagpur, Maharashtra (INDIA) - 440024
+91 9665094458 dadhe.pratik@gmail.com

Q RED Clinical Research Services will appoint a Clinical Research Coordinator (CRC) who will be a point of contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

Q RED Clinical Research Services will appoint Project Manager (PM) who will be responsible to co-ordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post –monitoring action elements and study training as per needs and frequent discussion with investigator & Sponsor/CRO on trial progress.

Q RED Clinical Research Services will appoint Quality Check Experts (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention. Study co-ordination, project management and quality management will be done by Q RED clinical research services. Q RED personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

Q RED Clinical Research Services will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by Q RED Clinical research services which includes telecommunication, travel cost, training cost at various centers across India or abroad.

Q RED Clinical Research Services will be conducting /managing all trial (Trials come from Q RED) at the Institution during the tenure of this agreement. This agreement will last for 10 (Ten) year and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y Indian GCP and regulatory requirement.
2. Preparation for Site selection visit and Site Initiation Visit (SIV).
3. Communication & Follow up with IEC Submission and Approval.
4. Accurate and complete documentation of relevant EC documentation.
5. Regulatory Documents Collection.
6. Patient Identification for assigned study from OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files.
8. Preparation for Site Monitoring Initiation Visit (SMV) and resolving all action items generated during previous.
9. Conduct study according to International Conference of Harmonization (ICH) E6 and Indian Good Clinical Practice (GCP) regulation.
10. Assisting Principal Investigator in administrating ICF and its procedures.
11. Ensure protocol & applicable regulatory guidelines compliance and adherence.
12. Patients pre-screening, screening enrollment and recruitment.
13. Preparing source notes and CRF filling.

134 Chitanvis Nagar, Umred Road, Nagpur, Maharashtra (INDIA) - 440024

+91 9665094458 dadhe.pratik@gmail.com

14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates.
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular telephonic contact with patients to preventing lost to follow-up and missed visits.
16. Managing clinical trial materials (CTM) maintenance, Accountability, distribution and logistics at site.
17. Coordinate all site specific queries-medical, administrative, subject reimbursements and other.
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms.
19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject log, visit logs, Investigational product log, temperature log, logistics log, SAE and EC communication log.
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee.
21. Coordinate with central and local lab for logistics and sample flow.
22. Attend study related meeting as appropriate.
23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site.
24. Any other required activities during the trials.
25. Identification of potential database from different therapeutic area of PIs.
26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility.
27. Other duties as requested by Q RED Clinical Research Services Management.

B. Institution Permits

1. Institution will give the space and required facilities to appointed CRC & Q RED in order to perform clinical trials activities under respected PI.
2. Institution will allow Q RED and Sponsors of clinical trials to access the facility to verify source documents.
3. Institution will allow Q RED to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Institution shall permit Q RED to exclusively manage all clinical trials commenced by Q RED Clinical Research Services.

C. Term of Agreement

The term of this Agreement shall be for a period of 10 year commencing on the effective date 01st Dec 2019. However, this Agreement shall be reviewed annually by both parties.

134 Chitanvis Nagar, Umred Road, Nagpur, Maharashtra (INDIA) - 440024

+91 9665094458 dadhe.pratik@gmail.com

D. Relationship of the Parties

1. Hospital/ Institutions and Q RED are independent parties. Both parties agree that their relationship is that of an independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this Agreement.

E. GCP, ICH and CFR Compliance

Institution/ Hospital agrees to comply with all requirements of Good Clinical Practices (GCP), International Conference of Harmonization (ICH) and Code of Federal Regulations (CFR) and any and all future regulations, requirements and writing promulgated there under.

F. Confidentiality

1. The parties hereto recognize and agree that due to the complex and competitive nature of the business, the confidentiality of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all information or information relative to the work or the business of either party without the written consent of either party. Q RED agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatsoever, without the prior written consent of SITE.
2. Institution/ Hospital shall not disclose to any third party any and all information about new studies received from Q RED.

G. Indemnification

Institution/ Hospital shall indemnify and hold harmless Q RED against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees. Q RED shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by Q RED, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other for the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Institution/ Hospital, Principle Investigator, Q RED Clinical Research Services and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Institution.
2. All feasibilities and payments shall be routed through Q RED and pricing while bidding for the trial while bidding for the trials shall be discussed mutually and final correspondence

134 Chitanvis Nagar, Umred Road, Nagpur, Maharashtra (INDIA) - 440024

+91 9665094458 dadhe.pratik@gmail.com

with the Sponsor/CRO also would be handled by Q RED Clinical Research Services for Smooth and hassle-free finalization of Clinical Trial Agreements.

3. Getting payment from sponsor and giving to Institution and /or Investigator is the responsibility of Q RED Clinical Research Services.
4. Q RED Clinical Research Services will be payee for all trial related payment for each trial.
5. All payment shall be due and payable to the Institution on the basis of funds received from the sponsor/CRO on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all Study related payments will be done to MGM Medical College & Hospital Aurangabad, in a period of 15 working days after receiving the payment from the sponsor/CRO.
8. The details of study budget sharing in INR is as follows:
    - **100%** Study Payment will be paid to Q RED from Sponsor/CRO for each study
    - **65%** Study Payment will be paid to Hospital/Principal Investigator from Q RED:
    - **35%** Study Payment fees will be paid to Q RED
    - **100%** CRC fees will be paid to Q RED from Sponsor/CRO.
    - Additional **20%** Institute Overhead will be paid from Q RED
    - Q RED will pay lab cost, Subject Hospitalization, SAE Medical Management charges at actual basis to Hospital/ Principal Investigator.

(Note: Hospital/ Principal Investigator should provide dedicated working printer, stationary, electricity, working place, internet connection facility to our study team)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving Sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use Personal Information or Statement

For good consideration, the undersigned authorizes SMO and it's assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contracted privacy agreement.

The two parties shall consult with each other and mediate any disputes which may arise about the contract. If all attempts fail, the two parties can appeal to the organization of arbitration in judicial court of Maharashtra, India.

134 Chitanvis Nagar, Umred Road, Nagpur, Maharashtra (INDIA) - 440024

+91 9665094458 dadhe.pratik@gmail.com

Mahatma Gandhi Mission's Medical College and Hospital Aurangabad

Authorized Signature:	Witness Signature:
Name:- Dr Rajendra Bohra	Name:- DR. DEEPAK BHOSLE
Title:- Dean	Title:- PROF. & HOD
Date:- 23/12/19	Date:- 23/12/2019
Hopsital Name:- MGM Medical College & Hospital Aurangabad.	Hopsital Name:- MGM EDICAL COLLEGE & HOSPITAL, AURANGABAD

DEAN MGM'S MEDICAL COLLEGE AURANGABAD

Q RED Clinical Research Services

1) Signature: _____

Name:- **Mr. Pratik V. Dadhe**
Title:- Founder & Director,
Date:- 01st Dec 2019
SMO:- Q RED Clinical Research Services
Address:- 134, Chitanvis Nagar, Umred Road, Nagpur.

2) Signature: _____

Name:- Manisha Agade.
Title:- Project Manager
Date:- 01st Dec 2019
SMO:- Q RED Clinical Research Services
Address:- 134, Chitanvis Nagar, Umred Road, Nagpur

134 Chitanvis Nagar, Umred Road, Nagpur, Maharashtra (INDIA) - 440024

+91 9665094458 dadhe.pratik@gmail.com

DOCLIN
Clinical Research Services
Site Management Organisation

445 Maruti Galli, Main Road, Hangarge, Mandoli Belagavi, Karnataka 590 008.
Cell : 9591358733 E-mail : maruti.patil171@gmail.com

Memorandum of Understanding

This Agreement is made on 01st Jun 2020, by and between **"Doclin Clinical Research Services"** a company registered under company act 1956 having its office at **445 Maruti Galli, Main Road, Hangarge, Mandoli Belagavi -590008 Karnataka India** referred as a party- A**(Here in after referred to as Doclin)**

And

MAHATMA GANDHI MISSION's, MEDICAL COLLEGE & HOSPITAL (MGM HOSPITAL), N-6 CIDCO, Aurangabad-431003,Maharashtra, India referred as a party -B**(here in after referred to as the "Institution")**
The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties hereto as follows

MGM College & Hospital Aurangabad appoints **Doclin Clinical Research Services** as a Site management organization on **Exclusive basisfor period of 10 years w.e.f 01 Jun 2020 to 31 May 2030.**

Obligations of Doclin Clinical Research Services:
Doclin Clinical Research Servicesis a Clinical Research Organizations and Site Management Organization based in Belagavi Karnataka providing end to end clinical research services to the Sponsors, Pharmaceutical and Biopharmaceutical industry, Institutions and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in Site Management Activities,Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site Selection, Faster Patient Recruitment, Quality compliance& Maintenance, and Clinical Research Expertise in India.

Doclin Clinical Research Services is desirous of working with Institution for the purpose of conducting ICH-GCP complaint Phase I-IV clinical trials for new drug & treatment.

Doclin Clinical Research Services shall play vital role in getting clinical trials to the hospital / institution from the sponsors and CROs and execute them in institution.
Doclin Clinical Research Services will manage Study Operations and Study services as directed by Study protocol for the duration of the clinical trial.

Doclin Clinical Research Services will appoint a Clinical Research Coordinator(CRC)who will be a point of contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

445 Maruti Galli, Main Road, Hangarge, Mandoli Belagavi, Karnataka 590 008.
Cell : 9591358733 E-mail : maruti.patil171@gmail.com

Doclin Clinical Research Services will appoint Project Manager (PM) who will be responsible to co-ordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post –monitoring action elements and study training as per needs and frequent discussion with investigator & Sponsor/CRO on trial progress.

Doclin Clinical Research Services will appoint Quality Check Experts (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention. Study co-ordination, project management and quality management will be done by Doclin clinical research services. Doclin personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

Doclin Clinical Research Services will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by Doclin Clinical research services which includes telecommunication, travel cost, training cost at various centers across India or abroad.

Doclin Clinical Research Services will be conducting /managing all trial(Trials come from Doclin) at the Institution during the tenure of this agreement. This agreement will last for 10 (Ten) year and can be renewed further on mutual agreement.

Following activities will be carried outby appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y Indian GCP and regulatory requirement.
2. Preparation for Site selection visit and Site Initiation Visit (SIV).
3. Communication & Follow up with IEC Submission and Approval.
4. Accurate and complete documentation of relevant EC documentation.
5. Regulatory Documents Collection.
6. Patient Identification for assigned study from OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), sitebinders and relevant files.
8. Preparation for Site Monitoring Initiation Visit (SMV) and resolving all action items generated during previous.
9. Conduct study according to International Conference of Harmonization (ICH) E6 and Indian Good Clinical Practice (GCP) regulation.
10. Assisting Principal Investigator in administrating ICF and its procedures.
11. Ensure protocol &applicable regulatory guidelines compliance and adherence.
12. Patients pre-screening, screening enrollment and recruitment.
13. Preparing source notes and CRF filling.
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates.
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular telephonic contact with patients to preventing lost to follow-up and missed visits.

445 Maruti Galli, Main Road, Hangarge, Mandoli Belagavi, Karnataka 590 008.
Cell : 9591358733 E-mail : maruti.patil171@gmail.com

16. Managing clinical trial materials(CTM) maintenance, Accountability, distribution and logistics at site.
17. Coordinate all site specific queries-medical, administrative, subject reimbursements and other.
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms.
19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject log, visit logs, Investigational product log, temperature log, logistics log, SAE and EC communication log.
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee.
21. Coordinate with central and local lab for logistics and sample flow.
22. Attend study related meeting as appropriate.
23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site.
24. Any other required activities during the trials.
25. Identification of potential database from different therapeutic area of PIs.
26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility.
27. Other duties as requested by Doclin Clinical Research Services Management.

B. InstitutionPermits

1. Institution will give the space and required facilities to appointed CRC & Doclin in order to perform clinical trials activities under respected PI.
2. Institution will allow Doclin and Sponsors of clinical trials to access the facility to verify source documents.
3. Institution will allow Doclin to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Institutionshall permit Doclin to exclusively manage all clinical trials commenced by Doclin Clinical Research Services.

C. Term of Agreement

The term of this Agreement shall be for a period of 10 year commencing on the effective date 01st Jun 2020. However, this Agreement shall be reviewed annually by both parties.

D. Relationship of the Parties

1. Hospital/ Institutions and Doclin are independent parties. Both parties agree that their relationship is that of an independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this Agreement.

E. GCP, ICH and CFR Compliance

445 Maruti Galli, Main Road, Hangarge, Mandoli Belagavi, Karnataka 590 008.
Cell : 9591358733 E-mail : maruti.patil171@gmail.com

Institution/ Hospitalagrees to comply with all requirements of Good Clinical Practices (GCP), International Conference of Harmonization (ICH) and Code of Federal Regulations (CFR) and any and all future regulations, requirements and writing promulgated there under.

F. Confidentiality

1. The parties hereto recognize and agree that due to the complex and competitive nature of the business, the confidentiality of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all information or information relative to the work or the business of either party without the written consent of either party. Doclin agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatsoever, without the prior written consent of SITE.
2. Institution/ Hospital shall not disclose to any third party any and all information about new studies received from Doclin.

G. Indemnification

Institution/ Hospital shall indemnify and hold harmless Doclin against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees. Doclin shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by Doclin, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other for the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Institution/ Hospital, Principle Investigator, Doclin Clinical Research Services and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Institution.
2. All feasibilities and payments shall be routed through Doclin and pricing while bidding for the trial while bidding for the trials shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by Doclin Clinical Research Services for Smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Institution and /or Investigator is the responsibility of Doclin Clinical Research Services.
4. Doclin Clinical Research Services will be payee for all trial related payment for each trial.
5. All payment shall be due and payable to the Institution on the basis of funds received from the sponsor/CRO on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all Study related payments will be done to MGM Medical College &Hospital Aurangabad, in a period of 15 working days after receiving the payment from the sponsor/CRO.

445 Maruti Galli, Main Road, Hangarge, Mandoli Belagavi, Karnataka 590 008.
Cell : 9591358733 E-mail : maruti.patil171@gmail.com

8. The details of study budget sharing in INR is as follows:
    - **100%** Study Payment will be paid to Doclin from Sponsor/CRO for each study
    - **65%** Study Payment will be paid to Hospital/Principal Investigator from Doclin:
    - **35%** Study Payment fees will be paid to Doclin
    - **100%** CRC fees will be paid to Doclin from Sponsor/CRO.
    - Additional **20%**Institute Overhead will be paid from Doclin
    - Doclin will pay lab cost, Subject Hospitalization, SAE Medical Management charges at actual basis to Hospital/ Principal Investigator.

(Note: Hospital/ Principal Investigator should provide dedicated working printer, stationary, electricity, working place, internet connection facility to our study team)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving Sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use Personal Information or Statement

For good consideration, the undersigned authorizes SMO and it's assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contracted privacy agreement.

The two parties shall consult with each other and mediate any disputes which may arise about the contract. If all attempts fail, the two parties can appeal to the organization of arbitration in judicial court of Maharashtra, India.

445 Maruti Galli, Main Road, Hangarge, Mandoli Belagavi, Karnataka 590 008
Cell : 9591358733 E-mail : maruti.patil171@gmail.com

Mahatma Gandhi Mission's Medical College and Hospital Aurangabad

Authorized Signature: _____ Name:- Title:- Date:- HopsitalName:-	WitnessSignature: _____ Name:- Title:- Date:- HopsitalName:-

DoclinClinical Research Services

1) Signature: _____

Name:-**Mr. Maruti Patil**
Title:- Founder & Director,
Date:-10 Jul 2020
SMO:-Doclin Clinical Research Services
Address:-445, Maruti Galli, Main Road Hangarge, Mandoli Belagavi-590008,Karnataka.

2) Signature: _____

Name:-**Dr Prasad Jadhav**
Date:-10 Jul 2020
SMO:-Doclin Clinical Research Services
Address:-445, Maruti Galli, Main Road Hangarge, Mandoli Belagavi-590008,Karnataka

SKYLINE CRS
INDIA PVT LTD
GST No. 27AVIPM3618H1ZG
Website: www.skylinecrsindia.com
E-mail: info@skylinecrsindia.com

This Agreement is made on 23st Dec 2021, by and between **"Skyline CRS India Pvt. Ltd"** having its Office at referred as a party- A **(here in after referred to as the "SMO")**

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, N-6, CIDCO, Aurangabad, Maharashtra 431003 **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

Mahatma Gandhi Mission (MGM) Medical College & Hospital appoints **Skyline CRS India Pvt. Ltd** Services. As a site management organization on **Exclusive basis for period of 10 years w.e.f 23st Dec 2021 to 23st Dec 2031. (Will be reviewed and updated accordingly)**

Obligations of Skyline Clinical Research Pvt. Ltd Services:

Skyline CRS India Pvt. Ltd is a site management Organization based in Pune providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertise in India.

Skyline CRS India Pvt. Ltd Services is desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

Skyline CRS India Pvt. Ltd Services shall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.

Skyline CRS India Pvt. Ltd Services will manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

Skyline CRS India Pvt. Ltd Services will appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a point of contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

Skyline CRS India Pvt. Ltd will appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

Skyline CRS India Pvt. Ltd will appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and quality management will be done by SMO **Skyline CRS India Pvt. Ltd** SMO **Mis. Namita Rathod (Director)** CRC. PM, QC Experts will assist PI and the Intuitions in all trial related activities.

Skyline CRS India Pvt. Ltd will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by SMO **Skyline CRS India Pvt. Ltd** which includes telecommunication, travel cost, training cost at various centers across India or abroad.

Skyline CRS India Pvt. Ltd will be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and
   Regulatory requirement
2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory documents Collection
6. Patient Identification for assigned study form OPD or Hospital Database.
7. Maintenance and update of Trial Master File (TMF), site binders and relevant files
8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during
   Previous monitoring visits
9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice (GCP) regulation
10. Assisting Principal Investigator in administrating ICF and its procedures
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patients pre- screening enrollment and recruitment
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular Telephonic contact with patients to preventing lost to follow- up and missed visits.
16. Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site
17. Coordinate all site-specific queries- medical, administrative, subject reimbursements and other study
related activities.
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms
19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject
log, visit logs, Investigational product log, temperature log, SAE and EC communication log
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety
to the ethics committee
21. Coordinate with central and local lab for logistics and sample flow
22. Attend study related meeting as appropriate
23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site

SKYLINE CRS INDIA PVT. LTD. PUNE

24. Any other required activities during the trials.
25. Identification of potential database from different therapeutic area of PIs
26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility
27. Other duties as requested by SMO **Skyline CRS India Pvt. Ltd.**

B. Hospital permits

1. Hospital will give the space and required facilities to appointed CRC &SMO **Skyline CRS India Pvt. Ltd** in order to perform clinical trials activities under respected PI.
2. Hospital will allow SMO **Skyline CRS India Pvt. Ltd** and Sponsors of Clinical trials to access the facility to verify source documents.
3. Hospital will allow SMO **Skyline CRS India Pvt. Ltd** to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Hospital shall permit SMO **Skyline CRS India Pvt. Ltd** to exclusively manage all clinical trial commenced by SMO **Skyline CRS India Pvt. Ltd.**

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 23st Dec 2021. However, this Agreement shall be reviewed annually by both parties if needed.

D. Relationship of the parties

1. Hospital and SMO **Skyline CRS India Pvt. Ltd** are independent parties. Both parties agree that their relationship is that of an Independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor did authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provide in this Agreement.

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

F. Confidentiality

1. The parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties are of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party SMO **Skyline CRS India Pvt. Ltd** agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.

2. Hospital shall not disclose to any third party any and information about new studies received from SMO **Skyline CRS India Pvt. Ltd**.

G. Indemnification

Hospital shall indemnify and hold harmless **SMO Skyline CRS India Pvt. Ltd** against any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, SMO **Skyline CRS India Pvt. Ltd** shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by SMO **Skyline CRS India Pvt. Ltd**, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

SKYLINE CRS INDIA PVT. LTD. PUNE

H. Compensation and Agreement

1. The Hospital, principle Investigator, SMO **Skyline Clinical Research Pvt. Ltd** and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.
2. All feasibilities and payments shall be routed through SMO **Skyline CRS India Pvt. Ltd** and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by SMO **Skyline CRS India Pvt. Ltd** for smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Hospital and /or Investigator is the responsibility of SMO **Skyline CRS India Pvt. Ltd.**
4. SMO **Skyline CRS India Pvt. Ltd.** will be payee name for all trial related payment.
5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to Mahatma Gandhi Mission (MGM) Medical College & Hospital, in a period of 15 working days after receiving the payment from the sponsor/CRO.
8. The details of study budget sharing in INR is as follow:
    - **100%** study payment will be paid to SMO **Skyline CRS India Pvt. Ltd** from Sponsor/ CRO for each study.
    - **65%** study payment will be paid to Hospital /Principal Investigator from SMO **Skyline CRS India Pvt. Ltd.**
    - **35%** study payment fees will be paid to SMO **Skyline CRS India Pvt. Ltd**.
    - **100%** CRC fees will be paid to SMO **Skyline CRS India Pvt. Ltd** from sponsor /CRO.
    - Subject Travel reimbursement amount will be paid to Hospital from SMO **Skyline CRS India Pvt. Ltd**.
    - Additional **30%** Institutional overhead will be paid from SMO **Skyline CRS India Pvt. Ltd** received from sponsor /CRO.
    - SMO **Skyline CRS India Pvt. Ltd** will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(**Note**: Hospital/Principal Investigator should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state of Maharashtra India.

SKYLINE CRS INDIA PVT. LTD. PUNE

Authorized Signature:

.....

Name: Dr. Rajendra Bohra

Title: Dean

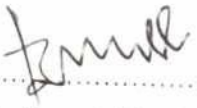
Date:

Hospital Name: Mahatma Gandhi Mission (MGM) Medical College & Hospital, Aurangabad.

Stamp:

DEAN
MGM'S MEDICAL COLLEGE
AURANGABAD

Professor & Head Dept. Of Pharmacology:



.....

Name: Dr. Deepak Bhosle

Title: Professor & Head Dept. Of Pharmacology

Date:

Hospital Name:

Mahatma Gandhi Mission (MGM) Medical College & Hospital, Aurangabad.

Stamp:

Professor & H.O.D.
Department of Pharmacology
MGM's Medical College
Aurangabad.

Skyline CRS India Pvt. Ltd SMO

1) Authorized Signature:

.....

Name: Ms. Namita Rathod

Title: Director–Clinical Operation

Date: **23 / Dec / 2021**

Address: **City Vista, Kolte Patil A wing, 1st Floor, Office No.12, Opposite Victorious School, Fountain road, Kharadi, Pune-411014, Maharashtra.**

Stamp:

Skyline CRS India Pvt. Ltd SMO

2) Authorized Signature:

.....

Name: Mr. Shantanu Deshmukh

Title: Operation Manager

Date: **23 / Dec / 2021**

Address: **City Vista, Kolte Patil A wing, 1st Floor, Office No.12, Opposite Victorious School, Fountain road, Kharadi, Pune-411014, Maharashtra.**

Stamp:

Memorandum of Understanding

This Agreement is made on **06th November 2020**, by and between **"ARDENT CLINICAL RESEARCH SERVICES (ACRS)"** a company registered under company act 1956 having its **Office No. 304, Level-3, Gagan Kapital Building, Opposite Kapila Hotel, Dhole Patil Road, Pune-01, MH, INDIA referred as a party- A (here in after referred to as the "ACRS")**

Ikon Multispecialty Hospital, Rose Park, Majnu Hill Rd, opp. Baba Auto Care, Shatabdi Nagar, Cidco, Aurangabad, Maharashtra 431001, INDIA referred as a party -B (here in after referred to as the "Institution")

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

Ikon Multispecialty Hospital, Rose Park, Majnu Hill Rd, opp. Baba Auto Care, Shatabdi Nagar, Cidco, Aurangabad, Maharashtra 431001,INDIA appoints Ardent Clinical Research Services As a Site management organization on Exclusive basis for period of 05 years w.e.f 06th November 2020 to 05th November 2025. (will be reviewed and updated accordingly)

Obligations of Ardent Clinical Research Services:

Ardent Clinical Research Services (ACRS) is a Clinical Research Organizations and Site management Organization based in Pune providing end to end clinical research services to the Sponsors, Pharmaceutical and Biopharmaceutical industry, Institutions and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in Site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site Selection, Faster Patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertise in India.

Ardent Clinical Research Services is desirous of working with Institution for the purpose of conducting ICH-GCP complaint Phase I-IV, BA/BE, Biospecimen collection clinical trials for new drug & treatment.

Ardent Clinical Research Services shall play vital role in getting clinical trials to the investigator from the sponsors and CROs and execute them in institution.

Office No.: 304, Level-3, Gagan Kapital Building, Opposite Hotel Kapila, Dhole Patil Road, Pune - 411 001, MH, India
Website: ardent-cro.com, **Email:** ardent@ardent-cro.com

Ardent Clinical Research Services will manage Study Operations and Study services as directed by Study protocol for the duration of the clinical trial.

Ardent Clinical Research Services will appoint a Clinical Research Coordinator (CRC) who will be a point of contact with Sponsor/CRO and ensure smooth conduct of trial at the site.

Ardent Clinical Research Services will appoint Project Manager (PM) who will be responsible to co-ordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post –monitoring action elements and study training as per needs and frequent discussion with investigator & Sponsor/CRO on trial progress.

Ardent Clinical Research Services will appoint Quality Check Experts (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and quality management will be done by Ardent clinical research services. Ardent personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

Ardent Clinical Research Services will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by Ardent Clinical research services which includes telecommunication, travel cost, training cost at various centers across India or abroad.

Ardent Clinical Research Services will be exclusively conducing /managing all trial at the Institution during the tenure of this agreement. This agreement will last for 05 (five) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the Indian Good Clinical Practice (GCP) regulation and New Drugs and Clinical Trials Rules, 2019.
2. Preparation for Site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation
5. Regulatory Documents Collection
6. Patient Identification for assigned study from OPD, Hospital Database and PI referrals.

7. Maintenance and update of Trial Master File (TMF),site binders and relevant files
8. Preparation for Site Monitoring Visit (SMV), Remote Monitoring Visits (RMV) and resolving all action items of SMV and RMV within a 2 days post visit.
9. Conduct study according to International Conference of Harmonization (ICH) E6 (R2), Indian Good Clinical Practice (GCP) regulation and New Drugs and Clinical Trials Rules, 2019.
10. Assisting Principal Investigator in administrating ICF and protocol procedures and assessments.
11. Ensure protocol & applicable regulatory guidelines compliance and adherence
12. Patients pre-screening, screening enrollment and recruitment compulsory in each study
13. Preparing source notes and CRF filling
14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular telephonic contact with patients to preventing lost to follow-up and missed visits.
16. Managing clinical trial materials(CTM) maintenance, Accountability, distribution and logistics at site
17. Coordinate all site specific queries-medical, administrative, subject reimbursements and other
18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms
19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject log, visit logs, Investigational product log, temperature log, logistics log, SAE and EC communication log
20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee
21. Coordinate with central and local lab for logistics and sample flow
22. Attend study related meeting or webinar as appropriate
23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site
24. Any other required activities during the trials.
25. Identification of potential database from different therapeutic area of PIs
26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility
27. Other duties as requested by Ardent Clinical Research Services Management

B. Institution Permits

1. Institution will give the space and required facilities to appointed CRC & ACRS in order to perform clinical trials activities under respective PI.
2. Institution will allow ACRS and Sponsors of clinical trials to access the facility to verify source documents.

3. Institution will allow ACRS to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Institution shall permit ACRS to exclusively manage all clinical trial commenced by Ardent Clinical Research Services.

C. Term of Agreement

The term of this Agreement shall be for a period of 05 years commencing on the effective date 06th November 2020. However, this Agreement shall be reviewed annually by both parties if required.

D. Relationship of the Parties

1. Institution and ACRS are independent parties. Both parties agree that their relationship is that of an independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this Agreement.

E. GCP, ICH and CFR Compliance

Institution agrees to comply with all requirements of Good Clinical Practices (GCP), International Conference of Harmonization (ICH) and Code of Federal Regulations (CFR) and any and all future regulations, requirements and writing promulgated there under.

F. Confidentiality

1. The parties here to recognize and agree that due to the complex and competitive nature of the business, the confidentiality of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all information or information relative to the work or the business of either party without the written consent of either party. ACRS agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatsoever, without the prior written consent of SITE.

2. Institution shall not disclose to any third party any and all information about new studies received from ACRS.

G. Indemnification

Institution/PI shall indemnify and hold harmless ACRS against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees. ACRS shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by ACRS, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other for the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Institution, Principle Investigator, Ardent Clinical Research Services and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Institution.
2. All feasibilities and payments shall be routed through ACRS and pricing while bidding for the trial while bidding for the trials shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by Ardent Clinical Research Services for Smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Institution and /or Investigator is the responsibility of Ardent Clinical Research Services.
4. All payment will come to Ardent Clinical Research Services by the sponsors/CRO and Ardent Clinical Research Services will be payee for all trial related payment for each trial
5. All payment shall be due and payable to the Institution on the basis of funds received from the sponsor/CRO on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoice will be requested from the hospital for study payment and all Study related payments will be done to Ikon Multispecialty Hospital(institution), in a period of 15 working days after receiving the payment from the sponsor/CRO.

1. The details of study budget sharing in INR is As follows :
    - **100 %** Study Payment will be paid to ACRS from Sponsor/CRO for each study.
    - **60 %** Study Payment will be paid to Hospital /Principal Investigator from ACRS.
    - **40 %** Study Payment Fees will be paid to ACRS.
    - **100 %** CRC fees will be paid to ACRS from Sponsor/CRO.
    - Additional **25 %** Institutional Overhead will be paid from ACRS (if applicable)
    - ACRS will pay Lab Cost, Subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator. (if applicable)

(Note: Hospital /Principal Investigator should provide dedicated working Printer, Stationary, Electricity, Working place, Internet connection facility to our study team.)

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving Sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use Personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contracted privacy agreement.

The two parties shall consult with each other and mediate any disputes which may arise about the contract. If all attempts fail, the two parties can appeal to the organization of arbitration in judicial court of the State of Pune, MH, India.

Authorized Signature: _____ Name: Title: Date: Hospital Name:- **Ikon Multispecialty Hospital, Rose Park, Majnu Hill Rd, opp. Baba Auto Care, Shatabdi Nagar, Cidco, Aurangabad, Maharashtra 431001, INDIA**	Witness Signature: _____ Witness Name:- Title:- Date:- Hospital Name:- **Ikon Multispecialty Hospital, Rose Park, Majnu Hill Rd, opp. Baba Auto Care, Shatabdi Nagar, Cidco, Aurangabad, Maharashtra 431001, INDIA**

Ardent Clinical Research Services, Pune

1) Signature: _____

Name: -**Mr. Chandu Devanpally**
Title: - **Founder & Managing Director,**
Date:- 06/Nov/2020
SMO:- **Ardent Clinical Research Services**
Address: ***Office No. 304, Level-3, Gagan Kapital Building, Opposite Kapila Hotel, Dhole Patil Road, Pune-01, MH, INDIA***

Ardent Clinical Research Service Pune

2) Signature: _____

Name:- **Mrs. Pranjal Ausekar**
Title: - **Head-Operations & Project Manager**
Date:- 06 NOV. 2020
SMO:- **Ardent Clinical Research Services**
Address: ***Office No. 304, Level-3, Gagan Kapital Building, Opposite Kapila Hotel, Dhole Patil Road, Pune-01, MH, INDIA***

CLINICAL TRIAL AGREEMENT
("Agreement")

THIS AGREEMENT is made by and between

(1) **Parexel International Clinical Research Private Limited,** CoWrks, Coworking Spaces Pvt. Ltd- RMZ Eco World, Ground floor, Bay Area- Adjacent to Building 6A, Outer Ring Road, Devarabeesanahalli Village, Bengaluru -560103, Karnataka, India

(hereinafter "CRO")

And

(2) **Mahatma Gandhi Mission's (MGM) Medical College & Hospital,** N-6 CIDCO, Aurangabad - 431003, Maharashtra, India.

(hereinafter "Institution")

And

(3) **Dr. Deshmukh Hafiz Mohd.,** Mahatma Gandhi Mission's (MGM) Medical College & Hospital, N-6 CIDCO, Aurangabad - 431003, Maharashtra, India.

(hereinafter "Investigator")

And

(4) **Grapecity Research Solutions LLP,** Shree Prasad, Block No D-2, Prakash Housing Society, Kalewadi Phata, Thergaon, Pune 411033, Maharashtra, India

(hereinafter "SMO")

together the "**Parties**" and each a "**Party**"

regarding

Protocol No: CRD/20 (hereinafter "Protocol")
A Multicenter, Randomized, Parallel-Group, 6-Week Treatment Clinical Study to Assess Bioequivalence of Budesonide 80 µg and Formoterol Fumarate Dihydrate 4.5 µg Inhalation Product (Cipla Ltd.) in comparison with the Reference Product, Symbicort® (Budesonide/Formoterol Fumarate Dihydrate, 80/4.5 µg per Actuation) Inhalation Aerosol (AstraZeneca, USA), in Adult Asthma Patients.
(hereinafter "Study")
Budesonide/Formoterol Fumarate Dihydrate, 80/4.5 µg(hereinafter "Study Drug")

of

SPONSOR: Cipla Ltd.
at Cipla House, Peninsula Business Park, Ganpatro Kadam Marg,
Lower Parel, Mumbai 400013, Maharashtra, India.
(hereinafter "SPONSOR")

WHEREAS, SPONSOR is the sponsor of the multi-center/multi-centre Study to clinically evaluate the Study Drug and CRO (or its Affiliate) has been retained by SPONSOR (under a separate written agreement) to act as SPONSOR's contractor and designee in managing the Study for SPONSOR; and

WHEREAS, Institution, SMO, and Investigator shall Fully Cooperate with CRO and shall permit CRO to perform any and all of the SPONSOR's Study obligations and to exercise any and all of SPONSOR's Study rights that lie with SPONSOR on the basis of Applicable Law and GCP regulations as though such rights were CRO's own rights, as has been delegated by SPONSOR to CRO; and

WHEREAS, Investigator is an employee of Institution; and

WHEREAS, Institution, SMO, and Investigator each desires to participate in the Study as described in this Agreement; and

WHEREAS, this Agreement explains the joint and several obligations and rights of Institution, SMO, and Investigator, and the obligations and rights of CRO with respect to the performance of the Study; and

WHEREAS, SMO is authorized to sign the Agreement as a party hereto, and has been engaged by Investigator and/or Institution to act as a payee for the financial aspects according to this Agreement and to coordinate with Investigator and Institution at the study site in accordance with the requirements of the Study and this Agreement on behalf of the Institution and Investigator. Notwithstanding, Institution and Investigator remain ultimate responsible for the performance of SMO. Institution and Investigator's responsibilities and obligations cited in this Agreement remain unchanged, with and/or without involvement of SMO; and
WHEREAS, under this Agreement CRO does not act, or purport to act, as SPONSOR's contractual agent, but rather as SPONSOR's appointed designee for managing the Study.

1. DEFINITIONS

Definitions for terms used in this Agreement are in Exhibit B.

2. CONDUCT OF THE STUDY

2.1 Institution agrees, and commits itself to CRO, to allow Investigator and other Study Personnel to conduct the Study at Institution, and warrants that Investigator and other Study Personnel are employed by Institution.

2.2 Investigator agrees, and commits itself to CRO, to conduct the Study at Institution and warrants that he/she is employed by Institution. Investigator shall personally supervise the conduct of the Study by the Study Personnel to the full extent contemplated by the Protocol and by Applicable Law.

2.3 Investigator, SMO, and Institution acknowledge that SPONSOR is the sponsor of the Study, and as such is an intended third-party beneficiary of this Agreement, whereas SPONSOR transfers any or all of the SPONSOR's Study-related functions to CRO in compliance with ICH-GCP, sec. 5.2.1. In addition to the foregoing, Investigator and Institution agree that CRO may disclose any and all Information and/or documents relating to this Agreement, and/or relating to Investigator's and Institution's participation in the Study (including without limitation any Reports or other documents or materials provided by Investigator or Institution to CRO hereunder), to SPONSOR. All references to SPONSOR herein (whether in the context of delivery of Information, submission of applications, financial terms, or anything else) derive from SPONSOR's status as such, as set out by Applicable Law and GCP regulations, and Investigator and Institution agree to all such instances. Investigator and Institution will Fully Cooperate with CRO's requests relating to SPONSOR.

2.4 Investigator and Institution acknowledge that CRO is the recipient of Services described in this Agreement and, for the avoidance of any doubt, that SPONSOR is not the recipient of Services described in this Agreement.

2.5 Institution, SMO, and Investigator specifically agree, and commit themselves to CRO, to (and warrant that Study Personnel will) conduct the Study in a diligent, efficient, and skilful manner, in strict compliance with the terms and conditions of this Agreement, the Protocol including subsequent amendments, any specific Study Instructions, Applicable Law, all requirements of the Institution or facility, and any other professional standards applicable to their professional industries and fields. Neither Institution nor Investigator nor any Study Personnel shall commit any negligent acts or any willful misconduct in connection with the Study. Neither Institution nor Investigator nor any Study Personnel shall make any unauthorized warranties to any person (including Subjects) concerning the product being tested in the Study. Institution and Investigator accept responsibility for the acts and omissions of all Study Personnel in the Study.

2.6 Investigator shall obtain the written approval of the appropriate Institutional Review Board (IRB) or Ethics Committee (EC) prior to commencement of the Study and will furnish CRO with the IRB/EC's letter of approval.

2.7 If required by Applicable Law, CRO shall make, or procure that SPONSOR makes, the necessary submissions or notifications to the regulatory authorities. The Study may not commence until the Investigator has been informed by CRO that such authorization has been granted.

2.8 Investigator shall, prior to a Subject's participation in the Study, obtain the Subject's written informed consent to participate in the Study. Each Subject's written informed consent shall be in a form that is in accordance with the Protocol.

2.9 Investigator shall enroll the number of duly qualified (according to the Protocol) Subjects for the Study as set forth in Exhibit A and shall do so according to the timetable set forth in Exhibit A. Notwithstanding the foregoing, Investigator agrees that SPONSOR or CRO may unilaterally revise the number of Subjects that Investigator shall enroll, and/or the timeframe for such enrollment, via Study Instructions at any time.

2.10 Institution, SMO, and Investigator shall (a) keep a detailed and written inventory of all clinical supplies, equipment and Study Drug provided by SPONSOR or CRO or its Affiliates and shall store such materials according to the Protocol or Study Instructions and (b) retain all necessary Subject records and/or documents whether electronic, paper, or in any other form relating to the Study for fifteen (15) years after the end or the premature termination of the Study. Institution and Investigator shall provide to CRO or its Affiliates all study data collected on case report forms as instructed by CRO.

2.11 Institution, SMO, and Investigator agree that they are not presently under any agreement or obligation which conflicts with the duties and obligations owed to CRO or SPONSOR under this Agreement, and further agree not to undertake any such obligation or agreement during the course of the Study. Investigator warrants that no Study Personnel are presently under any agreement or obligation which conflicts with the duties and obligations owed to SPONSOR or CRO under this Agreement, and shall ensure that no Study Personnel will undertake any such obligation or agreement during the course of the Study.

2.12 Institution, SMO, and Investigator hereby acknowledge and agree that each has received sufficient Information regarding their respective participation in the Study. In addition, Investigator further warrants (i) that he/she has distributed all relevant Information to the Study Personnel who have a need to know such Information in order to perform their assigned tasks on the Study, and (ii) that he/she, and all Study Personnel (as applicable), has read and understands such Information.

2.13 Institution and SMO shall, throughout the duration of the Study, provide, keep available to the Study Personnel and maintain all necessary Resources for the adequate performance of the Study. Investigator shall, throughout the duration of the Study, ensure that adequate Study Personnel are available to complete the Study. Institution, SMO, and Investigator shall inform CRO promptly in writing (including by email) about all changes impacting the Resources and/or the Study Personnel.

2.14 The Protocol, including any amendments thereto, constitutes an integral part of this Agreement by reference. In case of any inconsistency between this Agreement and the Protocol, the Protocol shall take precedence on matters of medicine, science and conduct of the Study; otherwise the terms of this Agreement shall prevail.

2.15 Institution and Investigator agree to compensate CRO and SPONSOR, as applicable, for all costs arising out of Institution's, SMO's, and/or Investigator's breach of this Agreement.

2.16 Institution, SMO, and Investigator agree that if any Study Personnel is a government employee, official and/or performing a governmental function, such relationship may be disclosed to the SPONSOR and any compensation that such individual receives with respect to the Study may be disclosed to the Institution and is hereby approved.

2.17 Institution, SMO, and Investigator warrant that neither they, nor any Study Personnel are officials, agents, or representatives of any government or political party or international organization where they may be in positions of authority to be able to improperly help CRO or SPONSOR obtain a business advantage. Institution, SMO, and Investigator further warrant that neither they nor any Study Personnel shall make any payment, either directly or indirectly, of any money or other consideration (hereinafter Payment), to government or political party officials, officials of international organizations, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (hereinafter collectively Officials) where such Payment would constitute violation of any law, including the U.S. Foreign Corrupt Practices Act. In no event shall Institution, Investigator, SMO, or any Study Personnel make any Payment either directly or indirectly to Officials if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Agreement or any other aspect of CRO's or SPONSOR's business. Institution, SMO, and Investigator shall report any violation of this warranty promptly to CRO and agree to respond to any CRO inquiries about any potential violations and make appropriate records available to CRO or SPONSOR upon request. At any time upon the request of CRO, Institution, SMO, and Investigator agree to promptly certify in writing their ongoing compliance (and the compliance of all other Study Personnel) with the warranties contained in this Section 2.17. Institution shall maintain records in compliance with 21 CRF Part 11.

2.18 If CRO or SPONSOR requests Institution and/or Investigator to source marketed/comparator drug, CRO will reimburse Institution and Investigator according to Exhibit A. Institution and Investigator warrant that they will only source drug products that comply with the specifications of the Protocol.

2.19 Investigator shall agree to keep the IMPs in Temperature controlled manner as specified in the protocol and temperature logger reading should be sent to Sponsor on a quarterly basis. If there is excursion in the temperature, CRO or Sponsor should be informed immediately.

3. REPORTS, MONITORING AND COOPERATION

3.1 Institution, SMO, and Investigator shall submit to CRO, and CRO has a right to claim under this Agreement, all completed eCRFs or CRFs resulting from the Study within ten (10) days and in accordance with any Study Instructions. Institution and Investigator warrant that all eCRFs or CRFs submitted to CRO are true, complete, correct and accurately reflect the results of the Study. Institution and Investigator shall promptly provide CRO with copies of all Reports, and any updates that are required by the EC/IRB.

3.2 Institution, SMO, and Investigator shall Fully Cooperate with CRO and will meet with representatives of CRO, or its designee, at mutually convenient times according to a schedule set forth in Study Instructions for monitoring visits, consultations and to allow direct inspection of all Study related records, including Subject medical files, as requested by CRO and for any other purposes relating to the Study as deemed necessary by CRO. Investigator shall ensure that all Study Personnel Fully Cooperates with CRO, including meeting with personnel of CRO, or its designee, as set forth in the preceding sentence.

3.3 Investigator shall agree on the resolution of queries in all trial related systems within 5-7 working days of receival of query.

4. AUDITS AND REGULATORY INSPECTIONS

4.1 Institution, SMO, and Investigator shall Fully Cooperate with audits or inspections, applicable to the Study, performed during or after completion of the Study, by SPONSOR or CRO. Institution, SMO, and Investigator shall allow SPONSOR, CRO and governmental or regulatory authorities, including but not limited to the U.S. Food and Drug Administration, access to Resources used to perform tasks related to the Study, shall make all requested documents available to them and shall provide them with any further Information as may be requested.

4.2 In the event the audit or regulatory inspection identifies a lack of compliance with this Agreement on the part of Institution or Investigator (or failure by any Study Personnel to act in accordance with the terms and conditions of this Agreement), CRO may terminate this Agreement in accordance with Section 16.1 (a).

4.3 Institution, SMO, and Investigator shall immediately notify CRO by telephone, email or fax if a governmental or regulatory authority, including but not limited to the Drugs Controller General of India (DCGI), requests to carry out an inspection of Institution's facilities, or does so. Institution and Investigator shall allow SPONSOR and CRO to be present during such inspection, and shall provide to SPONSOR and CRO copies of all materials, correspondence, statements, forms and records that Institution and Investigator receives, obtains or generates pursuant to or in connection with any such inspection.

5. FINANCIAL DISCLOSURE

5.1 During the conduct of the Study and for one (1) year after its completion, Investigator shall, and Institution shall cause the Sub-Investigator(s) if applicable, and Study Personnel, to, execute and update such forms, disclosures and certifications now or subsequently required by SPONSOR or any applicable regulatory bodies related to his/her financial interests in the SPONSOR and/or the Study Drug.

6. CONFIDENTIAL INFORMATION

6.1 Institution, SMO, and Investigator agree that any and all Confidential Information that they receive from CRO, SPONSOR or otherwise in connection with this Agreement shall be received and maintained by them in strict confidence and not disclosed to any third party (other than SPONSOR) during the conduct of the Study and for fifteen (15) years thereafter. Furthermore, Institution, SMO, and Investigator agree to use the Confidential Information only for the purposes of this Agreement except as otherwise specifically provided for herein.

6.2 Institution and Investigator may disclose Confidential Information only to (a) Study Personnel, or other employees or staff who require access thereto for the purposes of this Agreement provided, however, that prior to making any such disclosures Institution and/or Investigator bind such Study Personnel, employees or staff in writing to the same obligations as are contained herein to maintain Confidential Information in confidence and not to use such Confidential Information for any purpose other than in accordance with the terms of this Agreement, and (b) to the appropriate EC or IRB having jurisdiction over the performance of the Study at Institution.

6.3 The terms of this Agreement, including but not limited to the financial terms, are the Confidential Information of SPONSOR and CRO, and shall be maintained in confidence by Institution, SMO, and Investigator in accordance with Section 6.1 above. If, however, Institution or Investigator is required by Applicable Law to disclose such Confidential Information, they may do so without breaching their obligations under this Section provided, in advance of disclosure, they notify CRO of the Confidential Information to be disclosed, the reason for disclosure, and the date of disclosure.

6.4 Nothing contained herein will in any way restrict or impair any party's right to use, disclose, or otherwise deal with any Confidential Information which at the time of its receipt:

(a) is generally available in the public domain or becomes available to the public through no act of the party receiving said Confidential Information; or

(b) is independently known by the party receiving the Confidential Information, prior to receipt thereof, which said party can demonstrate by documented proof; or

(c) is lawfully given to the receiving party by a third party who is not bound by any obligation to preserve it as confidential.

7. RIGHTS TO INFORMATION AND INVESTIGATIONAL PRODUCT

7.1 All Information and Investigational Product(s) provided to Institution or Investigator for purposes of the Study are and will remain SPONSOR's property. Institution, Investigator, SMO, (and Study Personnel) shall not acquire any rights of any kind whatsoever with respect to the Investigational Product(s) or such Information as a result of performance under this Agreement or otherwise.

7.2 Institution and Investigator shall deliver all Information, unused Investigational Product(s) and clinical specimens to SPONSOR, CRO or their respective designee(s) in a timely manner throughout the performance of the Study, as provided in the Protocol or Study Instructions, and in no event later than ten (10) business days after (i) the date of termination of this Agreement or (ii) the date on which SPONSOR or CRO otherwise requests delivery of Information, unused Investigational Product(s) and clinical specimens.

7.3 The Information and Study Results (including publication) may be used by SPONSOR in any manner it deems appropriate to comply with its business interests, both during, and following termination of, this Agreement.

8. PUBLICITY

No party to this Agreement shall use the name, symbols, trademarks or image of any other party hereto, or SPONSOR's name, symbols, trademarks or image, in connection with any advertising or promotion of any product or service without the prior written consent of such party or SPONSOR, as appropriate.

9. PUBLICATION

9.1 Institution, SMO, and Investigator may publish the Study Results only in accordance with this Section 9. Before publication or presentation of Study Results, Institution shall provide Sponsor, for its review, a copy of manuscript, any poster presentation, abstract or any other written or oral material which describes or discloses the Study Results, in form and manner to be published or presented by the Institution. Upon written consent of Sponsor, Institution may publish or present such manuscripts, posters, etc. relating to the Study Results.

9.2 SPONSOR reserves the right to remove all Confidential Information from any publications or presentations. In the event that SPONSOR deems that such removal would not sufficiently protect its Intellectual Property Rights, then SPONSOR may require that Institution and/or Investigator does not publish such publication or presentation, and Investigator and Institution shall not publish any such publication or presentation in any such case.

9.3 Institution and Investigator agree that because the Study is part of a multi-center/multi-centre Study, any publication by Institution or Investigator of the Study Results shall not be made before the first multi-center/multi-centre publication.

10. INTELLECTUAL PROPERTY

10.1 Any and all Study Results and Information, material or assets relating to the Study Drug, the Protocol or the Study, including any and all existing or future rights therein (hereinafter collectively referred to as Assets), whether patentable or not, conceived by Institution or Investigator or SMO or Study Personnel, solely or jointly with others as a result of work performed under this Agreement, shall be, and remain, at all times the sole and exclusive property of SPONSOR and SPONSOR shall own, to the widest extent possible under Applicable Law, any and all Intellectual Property Rights thereto (subject to the rights expressly reserved for CRO under Section 10.3). To the extent required for SPONSOR to obtain, secure and perfect said rights and legal positions under Applicable Law, the Assets shall automatically vest in SPONSOR and to the extent required, Institution and Investigator hereby assign all rights, title and interests in any and all Assets to SPONSOR, and shall perform any and all other acts necessary to assist SPONSOR in obtaining, securing and perfecting the rights to said Assets. If necessary, Institution and Investigator shall obligate Study Personnel to perform any and all acts required to enable SPONSOR to obtain, secure and perfect said rights. In the event that SPONSOR, according to Applicable Law, cannot obtain or secure ownership of any of said Assets, Institution and Investigator hereby grant SPONSOR and obligate SMO and the Study Personnel to grant SPONSOR, as applicable, worldwide, exclusive, unlimited and royalty-free rights of use, exploitation and utilization and/or licenses regarding said Assets. Institution and Investigator warrant by the execution of this Agreement, that neither they nor any Study Personnel have entered, and that none of them will enter, into any contractual agreement or relationship which would in any way conflict with or compromise SPONSOR's proprietary interest in, or rights to, any Assets existing at the time of the execution of this Agreement or arising out of or related to its performance thereunder.

10.2 Institution, SMO, and Investigator shall disclose to CRO (who will disclose to SPONSOR) all Study Results, Information and in particular all inventions, findings, discoveries and other creative ideas and developments (hereinafter referred to as Inventions) conceived or reduced to practice as a direct result of the Study. Such disclosure shall/must be made fully and promptly in writing to an authorized/authorised representative of CRO (who will disclose to SPONSOR).

10.3 All parties to this Agreement and SPONSOR shall retain all right, title and interest in any Intellectual Property that was owned by such party or SPONSOR prior to or apart from the commencement of this Agreement. No license grant or assignment, express or implied, by estoppel or otherwise, is intended by, or shall be inferred from, this Agreement except to the extent necessary for each party to fulfill its obligations under this Agreement or otherwise give effect to this Agreement.

11. DATA PROTECTION & PRIVACY

11.1 Institution and/or Investigator hereby represent and warrant that they shall obtain all necessary consents in writing from:

(a) all Subjects as per the informed consent form; and

(b) the key members of Study Personnel and Investigator participating in the Study for administrative / study management and any other purpose required by law

so that such Subjects' Study Personnel's and Investigator's Personal Data can be Processed by (including transferred to) CRO, any of its Affiliates, and SPONSOR or any of its Affiliates and regulatory authorities in each case within or outside the country where such data originates.

11.2 Institution, SMO, and Investigator shall notify CRO immediately in writing (but in no event later than five (5) days from the date) of any Data Security Breach related to the Study.

11.3 If requested by CRO in order to enable CRO to comply with any Applicable Law and to Process any Personal Data, Institution, SMO, and Investigator will work with CRO in good faith to address any issue relating to the Processing of Personal Data.

12. INDEMNIFICATION

12.1 Institution and Investigator shall immediately notify CRO in writing of any claim of illness or injury that is claimed to be due to an adverse reaction to the Study Drug or any of the clinical intervention or procedures that are provided for or required by the Protocol to which the Subjects would not have been exposed but for their participation in the Study. Institution and Investigator shall allow SPONSOR to handle such claim (including, if applicable, settlement negotiations), and shall cooperate fully with SPONSOR in its handling of the claim.

12.2 Subject to Section 12.3 below, any indemnification of the Institution and Investigator by SPONSOR shall be through a separate written agreement (or letter) between Institution, Investigator and SPONSOR directly. CRO shall act as the intermediary to coordinate the provision of any such agreement or letter of indemnity by SPONSOR, and shall have no other obligation in connection therewith. Requests for such letters should be made in writing to the address below

Investigator Contracts
Attention Parexel Project No. 256954
Parexel International Clinical Research Private Limited,
CoWrks, Coworking Spaces Pvt.Ltd-RMZ Eco World,
Ground floor, Bay Area- Adjacent to Building 6A,
Outer Ring Road, Devarabeesanahalli Village,
Bengaluru -560103, Karnataka, India

Such requests must include the full legal names and addresses of all parties who are requested to be indemnified by SPONSOR.

12.3 Institution and Investigator acknowledge that SPONSOR has no obligation to indemnify or be responsible for any loss, claim, cost (including reasonable attorney fees) or demand if and to the extent such losses, claims or demands arise from any injuries or damages resulting from Institution's, Investigator's or the Study Personnel's negligence, breach of this Agreement, failure to adhere to the Protocol, failure to obtain signed informed consent forms, failure to follow Applicable Law, misuse of the Study Drug, unauthorized warranties, or willful misconduct. This indemnification obligation is without prejudice to the precedence of insurance coverage from compulsory clinical trial insurance.

12.4 Neither CRO nor SPONSOR will be responsible for, and Institution shall defend, indemnify and hold CRO, its Affiliates, and SPONSOR (and their respective directors, officers and employees) harmless from, any loss, claim, or demand arising from, but not limited to any (a) injuries or damages incurred if they are the result of or are alleged to be the result of negligence or wilful misconduct on the part of the Institution, Investigator or Study Personnel; (b) activities contrary to the Protocol, any Study Instructions, this Agreement, or Applicable Law; (c) unauthorized warranties made by the Institution, Investigator or Study Personnel concerning the product being tested; or (d) case in which written informed consent was not obtained in accordance with the Protocol for the Subject involved in such case.

12.5 Institution and Investigator shall be liable under this Agreement for damages resulting from negligence or wilful misconduct in the execution of the Study.

12.6 CRO shall be liable under this Agreement for damages resulting from its negligence or wilful misconduct in the execution of its obligation hereunder.

13. INSURANCE

13.1 Institution warrants that it has in place, and shall maintain in full force and effect throughout the duration of the Study, Liability Insurance in amounts appropriate to cover its liability for any damage which may be caused as a result of fault or negligence of Institution, Investigator or Study Personnel involved in the performance of the Study, Institution shall promptly provide evidence of its insurance upon request by CRO. Institution shall secure and maintain in full force and effect throughout the performance of study and services, cyber insurance coverage from a reputed A rated insurance company to cover its service obligation and any liability or obligation towards data privacy. Copy of institute insurance certificate shall be handed over to CRO prior to commencement of the study.

13.2 Investigator warrants that he/she has in place, and shall maintain in full force and effect throughout the duration of the Study, and for a period of 3 (three) years from completion of the Study, Liability Insurance in amounts appropriate to cover his/her liability for any damage which may be caused as a result of fault or negligence of Investigator or Study Personnel involved in the performance of the Study, but at least $5 (five) million per occurrence. Investigator shall promptly provide evidence of his/her insurance upon request by CRO.

13.3 CRO procures that SPONSOR shall, to the extent required by law, maintain in full force and effect throughout the performance of the Study clinical trials liability insurance in accordance with local regulations.

14. DEBARMENT

14.1 Institution and Investigator hereby certify that neither Institution, Investigator, SMO, nor any person employed by Institution or Investigator to work on the Study (including any subcontractor permitted pursuant to Section 17.2) has been:

(a) debarred by any relevant authorities, pursuant to any Applicable Law, including but not limited to Section 306(a) and (b) of the US Federal Food, Drug and Cosmetic Act, or disqualified as a clinical investigator under Applicable Law;

(b) threatened to be debarred or indicted for a crime or otherwise engaged in conduct for which a person can be debarred under Applicable Law;

(c) disciplined by and/or banned by a relevant authority from carrying out clinical trials.

For purposes of this Section, any of the foregoing shall be deemed to constitute being "debarred".

In addition, Institution and Investigator agree that no debarred person will in the future be employed or otherwise engaged (including on a contract basis) by Institution, SMO, or Investigator to work on the Study. If during the course of the Study, Institution, SMO, or Investigator becomes debarred or learns that any person connected with the Study is debarred, or that there is a threat of debarment of any such person, then Institution, SMO, and Investigator must immediately notify SPONSOR and CRO. CRO may immediately terminate this Agreement in the event any of the foregoing occurs.

15. PAYMENT TERMS AND CONDITIONS

15.1 In full consideration for the Services of Institution, Investigator and Study Personnel rendered in compliance with the Protocol, CRO agrees to pay the fees and expenses set forth in Exhibit A. Such fees and expenses will be paid solely to the Payee. The parties agree that Exhibit A – Payment Schedule is part of this Agreement clarifying the schedule of payments associated with this Agreement and that the fees and expenses set forth in Exhibit A represent the fair market value for the Services provided by Institution and Investigator. Payments shall be made in accordance with the provisions set forth in Exhibit A, with the last payment being made after Institution, SMO, and Investigator complete all of their obligations under this Agreement and any Exhibits thereto. Institution, SMO, and Investigator shall not seek reimbursement for any medical services or Investigational Product from any third party payers if such costs are already covered by payments made under this Agreement.

15.2 Institution, SMO, and Investigator shall comply with all obligations with respect to taxes and social security contributions, if applicable, which relate to the subject matter of this Agreement including, without limitation, those that relate to any payments made hereunder to Payee or, as the case may be, those that relate to any payments made by Payee to Institution, Investigator and Study Personnel. All fees and expenses payable to the Payee, Institution and Investigator are inclusive of all taxes and social security contributions applicable, other than GST.

15.3 Institution and Investigator acknowledge and agree that its, his or her judgment with respect to its, his or her advice to and care of each Subject is not and shall not be affected by the compensation Institution and/or Investigator receive in accordance with the Study.

15.4 Institution, SMO, and Investigator agree that SPONSOR and CRO may disclose the fees and expenses payable or paid under this Agreement to any governmental authorities according to Applicable Law.

16. TERMINATION

16.1 This Agreement will become effective upon the date it is fully executed by all parties and shall continue in effect for the full duration of the Study according to the Protocol unless sooner terminated in accordance with the provisions of this Section. CRO may terminate this Agreement immediately upon written notice to Institution and Investigator for any reasons, including without limitation upon any of the following occurrences:

(a) Institution, SMO, or Investigator has failed to cure a breach to this Agreement within thirty (30) days of receipt of written notice specifying such breach; or

(b) Investigator becomes personally unavailable to conduct the Study and a CRO- approved replacement has not been identified by Institution and Investigator; or

(c) two months after shipment of the Investigational Product, Investigator has failed to meet the enrolment target for Subjects set forth in Exhibit A, or has recruited such a low number of Subjects that it can be reasonably assumed by CRO that the agreed number of Subjects will not be reached in accordance with the schedule set forth in Exhibit A; or

(d) the authorization/authorisation and approval to perform the Study is withdrawn by the regulatory authority governing Institution; or

(e) the audit or regulatory inspection identifies a serious breach or lack of compliance with this Agreement; or

(f) if any of the circumstances permitting termination pursuant to Section 14.1 occur.

16.2 This Agreement may be terminated by Institution or Investigator, upon sixty (60) days' prior written notice, for breach of contract by CRO if the breach is not cured within thirty (30) days of notification.

16.3 If this Agreement is terminated prematurely in accordance with Section 16.1 or 16.2, Institution, SMO, and Investigator shall/must use its, his or her best efforts to:

(a) minimize further costs while maintaining good medical care of the Subjects; and;

(b) ensure that all Subjects shall complete the Study according to the Protocol unless dictated otherwise by Study Instructions.

16.4 Should Investigator conclude that continuation of the Study is no longer medically justifiable, due to (i) unexpected results, (ii) the severity or prevalence of serious adverse events or (iii) the efficacy of the treatment with Study Drug appears to be insufficient; then he/she will promptly notify CRO and the EC/IRB in writing, and may suspend treatment of Subjects until such time as CRO (based on consultations with SPONSOR) and Investigator reach agreement as to the best course of action.

16.5 Termination of this Agreement by any party shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. Any provision of this Agreement that should survive expiration or termination of this Agreement in order to give proper effect to its intent, shall survive expiration or termination of this Agreement.

17. INDEPENDENT CONTRACTOR

17.1 The relationship of Institution and Investigator to CRO is that of independent contractor. Institution and Investigator commit themselves to perform the Services only as independent contractor and nothing contained herein shall be construed to be inconsistent with that relationship or status. Institution, Investigator, and Study Personnel, shall not be considered employees or agents of CRO and, as such, shall not be entitled to any benefits available to employees of CRO.

17.2 Institution and Investigator shall not retain any subcontractor to perform any of its obligations under this Agreement without the prior written consent of CRO. Any such consent shall not relieve Institution and Investigator of its obligations hereunder, and Institution and Investigator shall remain fully liable for all acts and omissions of any such subcontractor. CRO shall be permitted to assign in whole or in part the discharge of obligations it assumed under this Agreement to any of its Affiliates (or adequately qualified third party subcontractors), without releasing CRO from its responsibility for the appropriate performance of such assigned obligations towards Institution.

17.3 This Agreement shall not constitute, create or in any way be interpreted as, a joint venture, partnership, or business organization of any kind.

18. CONTRACTUAL

18.1 Titles to the Sections of this Agreement are solely for convenience and do not constitute a substantive part of this Agreement.

18.2 If any provision of this Agreement is held illegal, invalid or unenforceable by a court of law, the remainder of this Agreement shall not be affected thereby.

18.3 Failure to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall remain at all times in full force and effect.

18.4 Institution and Investigator understand and agree that, as set forth in Section 2.3, SPONSOR is an intended third-party beneficiary of this Agreement.

18.5 The respective signatories of the parties to this Agreement represent and warrant that they have the authority and ability to enter into the terms, provisions and conditions of this Agreement on behalf of their respective parties.

18.6 Neither party shall be responsible for any default under this Agreement by reason of strikes, riots, hostilities, wars, fire, acts of terrorism, acts of God, death of Investigator, or any other cause beyond its reasonable control.

18.7 This Agreement may not be assigned by Institution or Investigator without the prior written consent of CRO.

18.8 CRO may assign this Agreement to any of its subsidiaries, Affiliates or to any third party.

18.9 This Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates all prior and/or contemporaneous understandings and/or discussions between the parties, whether written or verbal, express or implied, relating in any way to the subject matter hereof. This Agreement may not be altered, amended, modified or otherwise changed in any way except by a written agreement, signed by all parties.

18.10 All notices necessary or appropriate to be given pursuant to this Agreement shall be effective when delivered to the appropriate party at the address below:

To CRO:
Parexel International Clinical Research Private Limited
CoWrks, Coworking Spaces Pvt.Ltd-RMZ Eco World,
Ground floor, Bay Area- Adjacent to Building 6A,
Outer Ring Road, Devarabeesanahalli Village,
Bengaluru -560103, Karnataka, India
Attn: notices@parexel.com

To Investigator:
Mahatma Gandhi Mission's (MGM) Medical College & Hospital,
Hospital N-6 CIDCO, Aurangabad - 431003,
Maharashtra, India.
Attn: Dr. Deshmukh Hafiz Mohd., Assistant Professor
Phone: +91-8390628800
Email: hafizdeshmukh.mgmhospital@gmail.com

To Institution:
Mahatma Gandhi Mission's (MGM) Medical College & Hospital,
Hospital N-6 CIDCO, Aurangabad - 431003,
Maharashtra, India.
Attn: Dr.Rajendra Brijmophan Bohra, Dean and HOD of ENT Department
Phone: +91-9225304660
Email: rajbohra@msn.com

To SMO:
Grapecity Research Solutions LLP,
Shree Prasad, Block No D-2, Prakash Housing Society,
Kalewadi Phata, Thergaon, Pune 411033,
Maharashtra, India
Attn: Dr. Sunil Chaudhary, Director
Phone: +91-9890840086
Email: drsunilchaudhary07@gmail.com

18.11 Any party may change its address or number for notice by giving notice in accordance with Section 18.10 and 18.12.

18.12 Any delivery that is called for under this Agreement shall be complete when made by personal delivery, fax, email, registered post, certified post or courier, in each case with confirmation of delivery/receipt.

18.13 The parties agree that this Agreement shall be governed by the laws of India, without regard to the conflicts of law provisions thereof. In case a dispute is brought before a court of law, the courts of Mumbai will have sole jurisdiction over the litigation.

IN WITNESS WHEREOF, the parties hereto have set their hands in triplicate with the intention that this is a binding agreement as provided herein.

(1) **Parexel International Clinical Research Private Limited:**

DocuSigned by:
Sanjay Vyas
Signer Name: Sanjay Vyas
Signing Reason: I approve this document
Signing Time: 5/31/2022 11:42:47 AM PDT
CA8FD7B9E36E490C94EE2D32B6BCC18A

(Signature of Authorized Official)

Sanjay Vyas, EVP, India Country Head and MD
(Name of Authorized Official)

31st May 2022
Date

(2) **Mahatma Gandhi Mission's (MGM) Medical College & Hospital:**

(Signature of Authorized Official)

Dr. Rajendra Brijmophan Bohra, Dean and HOD of ENT Department
(Name of Authorized Official)

07-JUN-2022.
Date

(3) **Mahatma Gandhi Mission's (MGM) Medical College & Hospital:**

DocuSigned by:
Deepak Bhosle
Signer Name: Deepak Bhosle
Signing Reason: I approve this document
Signing Time: 6/3/2022 6:20:00 AM PDT
(Signature of Authorized Official)

Dr. Deepak Bhosle, HOD- Clinical Research Centre, Pharmacology Department
(Name of Authorized Official)

3 /5/2022
Date

(4) **Investigator:**

DocuSigned by:
Deshmukh Hafiz Mohd
Signer Name: Deshmukh Hafiz Mohd
Signing Reason: I approve this document
Signing Time: 6/3/2022 11:41:01 PM PDT
(Signature of Investigator)

Dr. Deshmukh Hafiz Mohd., Assistant Professor
(Name of Investigator)

04/06/2-22
Date

(5) **SMO:**

DocuSigned by
Sunil Chaudhary
Signer Name: Sunil Chaudhary
Signing Reason: I have reviewed the document
Signing Time: 5/31/2022 11:52:46 AM PDT
(Signature of Authorized Official)

Dr. Sunil Chaudhary, Director
(Name of Authorized Official)

31-May-2022
Date

Exhibit A – Enrolment and Payment Schedule

Protocol Number: CRD/20

Protocol Title: A Multicenter, Randomized, Parallel-Group, 6-Week Treatment Clinical Study to Assess Bioequivalence of Budesonide 80 µg and Formoterol Fumarate Dihydrate 4.5 µg Inhalation Product (Cipla Ltd.) in comparison with the Reference Product, Symbicort® (Budesonide/Formoterol Fumarate Dihydrate, 80/4.5 µg per Actuation) Inhalation Aerosol (AstraZeneca, USA), in Adult Asthma Patients.

1. **Payee Details**

Payee	Payee Details
Protocol Number	CRD 20
Site Number	156
Payee Name	Grapecity Research Solutions LLP
Payee Address	Grapecity Research Solutions LLP, Shree Prasad, Block No D-2,
Address Line 2	Prakash Housing Society, Kalewadi Phata,
Address Line 3	Thergaon, Pune 411033, Maharashtra, India
Province/State/Country	Maharashtra
City	Pune
Postal Code	411033
Country	India
Payee Contact	Dr Sunil Chaudhary
Payee Contact Phone Number	+91-9890840086
Remittance E-mail Address	drsunilchaudhary07@gmail.com
General Finance contract e-mail address if different from above	N/A
NPI	N/A
Tax ID (VAT/GST Registration/TIN/SSN)	GST Registration: 27AAPFG8186L1ZH
Bank Account Holder Name	GRAPECITY RESEARCH SOLUTIONS LLP
Bank Account Number	007305009846
IBAN (International Bank Account Number)	NA
Bank Name	ICICI Bank
Bank Number	3363
Bank Branch Number	3363
Bank Identification Code	ICIC0003363
Bank Type	CURRENT ACCOUNT

Institution and payee "Payee" is obliged to inform CRO, in writing, of any changes or required updates of payment instructions and/or bank details to the following email address: InvestigatorPaymentHelpdesk@parexel.com. To the extent that such written notice is provided, the Parties agree that no amendments to this Agreement shall be required in the event that any of the above listed Payee details are modified during the course of the Study.

The Payee warrants that it shall allocate the following agreed proportions of the total payment to the Institution, Investigator and Study Personnel according to its own internal guidelines. CRO shall not be responsible for ensuring that payee makes any payments to the Institution, Investigator, Study Personnel and its internal departments.

CRO and Sponsor accept no liability for incorrect Payee details provided by any other Payee hereunder

2. **Enrolment**

This Study is designed to evaluate patients in accordance with the Protocol. The Investigator on behalf of the Institution will use best efforts to enrol patients as contemplated under this Agreement. When enrolment is complete for the study, the Institution will be notified in writing and will dis-continue enrolling.

3. **Fee Per Completed Subject:**

3.1. A more detailed budget breakdown of the Study Budget can be found in Attachment 1

3.2. All fees and expenses in this Schedule are exclusive of GST, if applicable.

4. **Other Payments:**

SUBJECT MEALS &TRAVEL: A maximum of INR 700.00 per visit will be paid for Subject travel reimbursement. This amount needs to be reflected in the informed consent form as it will be provided to the Subject. The reimbursement will be paid against the receipt of the invoice and corresponding support documentation.

SCREENING FAILURE: Screening failures will be paid per procedure performed and up to the maximum amount of INR 32,390.00 per Screen Failure, provided that the number of Screen Failures paid hereunder will be capped at a ratio of 1:3 (meaning the Institution will be paid a maximum of (1) one Screen Failure Subject per (3) three Enrolled Subject) Any payments for screening failures over (1:3 ratio) will be only at SPONSOR's discretion. A screening failure is considered a Subject who signs the informed consent form and completes screening but fails under inclusion/exclusion criteria and will not be randomized to the maintenance phase. Payment to Institution will be made upon receipt of the corresponding invoice.

UNSCHEDULED VISIT: An Unscheduled Visit means a subject visit that is not expressly set forth in the Protocol but is otherwise required for the Study. Unscheduled Visits will be reimbursed on a per procedure basis in accordance with the rates set forth in the Budget up to a maximum of INR 8,140 per Unscheduled Visit. In the event a medically necessary procedure is not included in the Budget, Institution must receive prior written approval before such procedure is performed. The amount of compensation payable for a procedure not included in the Budget will be approved at the time written approval is provided

START UP FEES: A non-refundable payment of INR 22,570.00 for start-up related activities (e.g. initial pharmacy fees, preparation of regulatory documents, preparation, administration and submission of protocol and related documents to the IRB/EC, etc.) will be made upon execution of the Agreement. This payment is considered full and final compensation for all activities associated with Study initiation. Payment to Institution will be made upon receipt of the corresponding invoice.

RETENTION SAMPLES: Payee will receive a onetime payment of INR 25,000.00 for retention samples to be stored under appropriate conditions at the site as per Protocol. The payment will be paid against the receipt of the invoice and corresponding supporting documentation as pass through cost.

HOSPITALIZATION COST: A onetime maximum payment of INR 1,000.00 on Visit 4 will be paid for stay of patients at site/clinical facility as per protocol. The reimbursement will be paid against the receipt of the invoice and corresponding support documentation.

5. **Pro-Rata Payments:**

5.1 Payment for Subjects who do not complete the Study may be made to Payee on a pro rata basis. Payment will include only those Subjects who were enrolled before the premature termination of the Study or the date that notice is received of such premature termination, whichever is later.

5.2 Should CRO terminate the Study prior to completion, pro-rated expenses and fees shall be paid as set forth in Section 2.1 for each Subject visit performed before the premature termination of the Study or the date notice is received of such premature termination, whichever is later.

5.3 If other non-cancelable costs are incurred by Institution in accordance with Section 16.3, of the main Agreement, written justification must be provided to CRO for review and approval, and payment of such costs is subject to SPONSOR's approval.

6. **Protocol Violators**

Payments for Study Subjects who are deemed to have been in violation of the Protocol may be paid up to the point that the violation occurred at the discretion of SPONSOR and/or CRO.

7. Payment Conditions

7.1 Payee

The payee under this Exhibit A is defined in Section 1 Payee Details.

7.2 Periodic Payments

Institution or Investigator shall submit invoices for Services performed and expenses incurred on a monthly basis. Payments will be made by electronic wire to the bank account stated in the Investigator Request Form. CRO shall provide Institution with the information necessary to determine the amount of remuneration due to Institution. Institution shall issue its invoice based on this information. Payments shall only be made when the following criteria have been met:

(a) Subject meets the inclusion and exclusion criteria as defined in the Protocol; and
(b) Study procedures have been conducted in full compliance with the Protocol; and
(c) Completed CRFs for the month have been delivered to and/or received by CRO according to any stipulated points in time and the data contained therein can be verified by reference to the Study Subject's medical files and is complete and correct.

All payments are subject to withholding taxes required under the applicable jurisdictions.

7.3 Final Payment

Notwithstanding the criteria defined in Section 7.2 above, the final payment shall be contingent upon the following additional conditions:

(a) all required Subject visits have been completed; and
(b) CRO has received all Subject data in a form suitable for analysis; and
(c) all data clarification queries have been resolved to CRO's satisfaction; and
(d) CRO has verified that all required regulatory documentation is complete, and
(e) Institution, SMO, and Investigator has returned all required equipment, drugs and other material to SPONSOR or CRO or its Affiliates; and
(f) the Study close-out visit has been completed; and
(g) Institution has provided final invoices within 30 days of close out visit.

Payee shall have 60 days from the receipt of the final payment under this Agreement to identify discrepancies and resolve any payment disputes with CRO.

8. Investigator Request Form and Payment Instructions

8.1 CRO shall send, via e-mail transmission, an electronic version of the Investigator Request Form to the Institution. This e-mail will also contain details of where to return the completed version of the electronic format.

8.2 The Institution shall complete the electronic version of the Investigator Request Form and return it to CRO via e-mail transmission, at the email address specified in the e-mail referred to in Section 8.1 above.

8.3 Payments shall be made by CRO and shall be paid within sixty (60) days of receipt, review and approval of an invoice.

8.4 Please send invoices to the following postal address:

Parexel International Clinical Research Private Limited,
CoWrks, Coworking Spaces Pvt.Ltd-RMZ Eco World,
Ground floor, Bay Area- Adjacent to Building 6A,
Outer Ring Road, Devarabeesanahalli Village,
Bengaluru -560103, Karnataka, India
Attention: Investigator Payment Office

To expedite faster payment turnaround, please electronically e-mail invoices to CRO at the following e-mail address: PIILPayablesInvoices@parexel.com

Please note that invoices must contain the following information:

(a) Protocol Number; and
(b) Invoice Number; and
(c) Invoice Date; and
(d) Place, Date & Description of Services Provided; and
(e) CRO Project Number; and
(f) Total amount payable; and
(g) Exchange rate used (where applicable); and
(h) Investigator Name; and
(i) Site Number; and
(j) Payee Name and Address (per this Agreement); and
(k) CRO Address listed above; and
(l) Date of Supply

Invoices and associated documentation should be de-identified of patient personal information (e.g. name, date of birth, initials, etc.) prior to being submitted to CRO.

Where the payee is GST registered then payment will not be made by CRO without receipt of a valid GST invoice. In addition to the above invoice requirements, GST registered payees must also include the following information:

(a) GST registration number of the supplier (payee), prefixed with their country code (if applicable); and
(b) Name, address and GST registration number of the customer (CRO);and
(c) GST, Net & Gross Amount (if applicable); and
(d) GST Rate (if applicable)

Attachment 1

Detailed Study Budget Matrix Table(s)

Per Patient Cost

Procedure	Qty	OH	Budget	SV	D15_OS	D-1_TELE	D1_OS	D7_TELE	D21_OS	D35_TELE	D42_OS	D49_TELE
Informed consent signed prior to any assessment	1	✔	1,200.00	1,200.00								
Demographics	1	✔	600.00		600.00							
Medical history and baseline conditions, including asthma/atopy	1	✔	2,000.00	2,000.00								
Inclusion/exclusion criteria, Randomization criteria check	3	✔	1,100.00	1,100.00	1,100.00		1,100.00					
Physical examination, including oropharyngeal examination	5	✔	1,000.00	1,000.00	1,000.00		1,000.00		1,000.00		1,000.00	
Vital signs (at screening and prior to PFT)	5	✔	800.00	800.00	800.00		800.00		800.00		800.00	
Blood draw for Hematology, Biochemistry, liver function test, Serum Beta HCG (for WOCBP)	1	✔	140.00	140.00								
Urine sample for cotinine	1	✔	290.00	290.00								
Urine pregnancy test (for WOCBP)	1	✔	400.00				200.00				200.00	
Electrocardiogram	1	✔	1,100.00	1,100.00								
Pulmonary function tests (PFTs) – Spirometry	15	✔	1,100.00		1,100.00		12,100.00		2,200.00		1,100.00	
Interpretation and Repor for Pulmonary function tests (PFTs) – Spirometry	15	✔	350.00		350.00		3,850.00		700.00		350.00	
Reversibility testing	1	✔	2,146.00		2,146.00							
Interpretation and Report for Reversibility testing	1	✔	350.00		350.00							
Concomitant therapy check, Concomitant medication changes	9	✔	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
Adverse event monitoring, AE check	9	✔	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
Telephonic call	4	✔	500.00			500.00		500.00		500.00		500.00
Preparation of sample for Shipping	1	✔	300.00	300.00								
Procedures Sub Total (INR)				₹ 9,130.00	₹ 8,646.00	₹ 1,700.00	₹ 20,250.00	₹ 1,700.00	₹ 5,900.00	₹ 1,700.00	₹ 4,650.00	₹ 1,700.00

Non Procedure	Qty	OH	Budget	SV	D15_OS	D-1_TELE	D1_OS	D7_TELE	D21_OS	D35_TELE	D42_OS	D49_TELE
Study Coordinator, Simple-Instruct subjects on washout of prohibited medications and restrictions, Maintain source documentation, Data entry	8	✔	2,300.00	4,600.00	2,300.00	1,150.00	2,300.00	1,150.00	2,300.00	1,150.00	2,300.00	1,150.00
Study Coordinator-Registration on IWRS	4	✔	900.00	900.00	900.00		900.00		900.00			
Study nurse	6	✔	1,000.00	2,000.00	1,000.00		1,000.00		1,000.00		1,000.00	
PI time	6	✔	3,500.00	7,000.00	3,500.00		3,500.00		3,500.00		3,500.00	
Patient Reimbursement, Expenses, Patient Travel - Per Visit	5	✔	700.00	700.00	700.00		700.00		700.00		700.00	
Pharmacy, Simple-Dispense rescue medicine inhaler (albuterol), Collect study treatment medication, Dispense placebo inhaler for 2-weeks run-in period, Collect eDiary with PEF-meter, Study treatment medication administration at site/clinical facility, Inhaler device training to pt.	4	✔	550.00	550.00	550.00		550.00		550.00			
Training on eDiary with PEF-meter, Issue eDiary with PEF-meter, eDiary compliance check	7	✔	550.00		550.00	550.00	550.00	550.00	550.00	550.00	550.00	
Physician: Pulmonary Medicine - Review rescue medication use, Check for asthma exacerbation and record severity, Medication washout check	6.4	✔	2,500.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
Daily Bed Charges - Per Day	1	✔	1,000.00		1,000.00							
Spirometry Technician	1.4	✔	1,500.00		525.00		525.00		525.00		525.00	
Non Procedures Sub Total (INR)				₹ 17,750.00	₹ 13,025.00	₹ 3,700.00	₹ 12,025.00	₹ 3,700.00	₹ 12,025.00	₹ 3,700.00	₹ 10,575.00	₹ 1,150.00
Overhead (all costs)	30%			₹ 8,064.00	₹ 6,501.30	₹ 1,620.00	₹ 9,682.50	₹ 1,620.00	₹ 5,377.50	₹ 1,620.00	₹ 4,567.50	₹ 855.00
Total Cost Per Visit with Overhead(INR)				₹ 34,944.00	₹ 28,172.30	₹ 7,020.00	₹ 41,957.50	₹ 7,020.00	₹ 23,302.50	₹ 7,020.00	₹ 19,792.50	₹ 3,705.00
Total Cost Per Patient (INR)		₹	172,933.80									

Conditional Cost

Conditional Procedure (Inclusive of IOH)	Budget (INR)
Physical examination, including oropharyngeal examination	814.00
Vital signs (at screening and prior to PFT)	444.00
Electrocardiogram	592.00
Serious adverse events (SAE)	999.00
Concomitant therapy check, Concomitant medication changes	333.00
Urine pregnancy test (for WOCBP)	222.00
Blood draw for Hematology, Biochemistry, liver function test, Serum Beta HCG (for WOCBP)	74.00
Preparation of sample for Shipping	185.00
Swab collection	148.00
PCR for covid	740.00
Pulmonary function tests (PFTs) – Spirometry	592.00
Interpretation and Repor for Pulmonary function tests (PFTs) – Spirometry	185.00
Reversibility testing	1,073.00
Study Coordinator, Simple-Instruct subjects on washout of prohibited medications and restrictions, Maintain source documentation, Data entry	740.00
Study nurse	370.00
PI time	555.00
Patient Reimbursement, Expenses, Patient Travel - Per Visit	700.00
Interpretation and Report for Reversibility testing	185.00
Pharmacy, Simple-Dispense rescue medicine inhaler (albuterol), Collect study treatment medication, Dispense placebo inhaler for 2-weeks run-in period, Collect eDiary with PEF-meter	185.00
Training on eDiary with PEF-meter, Issue eDiary with PEF-meter, eDiary compliance check	185.00
Physician: Pulmonary Medicine - Review rescue medication use, Check for asthma exacerbation and record severity, Medication washout check	814.00

Site Cost

Site Costs (Inclusive of IOH)	Description	Budget (INR)
Study Start-Up Fee/Site Set-Up Fee	One time fee- Please refer to Point 4 of Exhibit A- Enrolment and Payment Schedule for further details.	22,570.00
Document Storage, Archiving Total Cost	One time Fee for 15 years, upon Invoice, will be paid after close-out visit to cover costs associated with archiving the study records for 15 years after the end or premature termination of the study.	75,000.00
Pharmacy: Store study drug, per shelf per year,total cost for 5years	One time Fee for 05 years, upon Invoice, will be paid after close-out visit to cover costs associated with archiving the retention samples for 05 years after the end or premature termination of the study. Please refer to point 4 of Exhibit A- Enrolment and Payment	25,000.00

Exhibit B – Definitions

"Affiliate" means in relation to either party to this Agreement, any company, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with such party. For purposes of this definition, "control" means the beneficial ownership of more than fifty (50) per cent of the issued voting shares or the legal power to direct or cause the direction of the general management of the company, partnership or other entity in question, and "controlled" shall be construed accordingly.

"Applicable Law" means any international, national, federal, state, provincial, commonwealth, or local government law, statute, rule, requirement, code, regulation, or ordinance that applies to any party or to a Study, the Services, or this Agreement, as well as the current good clinical practices guidelines of the International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use Topic E6: Guidelines on Good Clinical Practice, and applicable version(s) of the World Medical Association Declaration of Helsinki, and, where applicable, rules governing good manufacturing practice and good laboratory practice, and rules governing the collection and processing of Personal Data and the collection and storage of human tissue samples and the performance of DNA testing.

"Completed Subject" means any Subject who has completed the prescribed course of treatment for a subject in the Study in accordance with the Protocol.

"Confidential Information" refers to any and all Information belonging to SPONSOR, CRO and/or their respective Affiliates including, but not limited to, Information that SPONSOR, CRO and/or their respective Affiliates consider to be trade secrets and / or the release of which could prejudice legal, commercial or other interests of SPONSOR, CRO and/or their respective Affiliates and which are (i) provided, disclosed or submitted to Institution or Investigator or (ii) which are otherwise obtained by Institution and Investigator.

"Data Security Breach" means: (a) the loss or misuse (by any means) of Personal Data; (b) the inadvertent, unauthorized, and/or unlawful Processing, disclosure, access, alteration, corruption, transfer, or sale or rental, destruction, or use of Personal Data; or (c) any other act or omission that compromises the security, confidentiality, or integrity of Personal Data.

"eCRFs/CRFs" (Electronic Case Report Forms or Case Report Forms) are paper or electronic questionnaires specifically used by Institution and Investigator pursuant to the Protocol for Subject data reporting.

"Fully Cooperate" means to assist in completing a specified end or purpose.

"Information" refers to any and all oral, written (including all other tangible forms) and other information, material and assets of any nature, whether or not protected by Intellectual Property Rights or any applications for such rights, such as, but not limited to, data, data information, data and Reports on the Study and the Study Drug, (e)CRFs (whether completed or not), final Reports, all other clinical data, manufacturing data, the Protocol, the Investigator Brochure, laboratory records, information contained in submissions to regulatory authorities, unpublished data and Reports, any and all other Study documentation, technical information, findings, samples, interim results and results, Intellectual Property Rights and any other information and assets potentially subject to any kind of intellectual property rights, whether protectable or not, and any existing or future rights therein; Subjects' medical files and documents facilitating identification of the Study Subjects.

"Intellectual Property Rights" refers to existing and / or future patents, patent applications, trade marks, trade names, service marks, domain names, copyrights, moral rights, rights in and to databases (including rights to prevent the extraction or reutilization/reutilisation of Information from a database), design rights, topography rights, know-how, trade secrets and all rights or forms of protection of a similar nature or having equivalent or the similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered and including applications for registration of any of them; furthermore rights of use, rights of exploitation, rights of utilization and licenses, whether royalty-free or otherwise.

"Investigational Product" refers to SPONSOR's investigational product(s) including the Study Drug and / or investigational device and to placebo, comparator drug / device or any other control material as defined in the Protocol.

"Investigator" is the individual named in item (3) in the introduction to this Agreement, and is the person responsible for the conduct of the Study at Institution. If a Study is conducted by a team of individuals at an Institution, Investigator is the responsible leader of the team and may be called the principal investigator.

"Investigator Request Form" (IRF) shall mean the form containing the information that PAREXEL Finance Department requires from the payee prior to being able to process payments for said payee.

"Liability Insurance" is insurance that provides coverage against liabilities for claims made by an entity or individual as a result of fault, negligence, malpractice or any other inappropriate action committed by Institution, Investigator and/or Study Personnel in their provision of professional services for the Study.

"Personal Data" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

"Process" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Reports" means any reports that are required by the applicable regulatory committee to close out the Study.

"Resources" refers to any facilities and equipment that are utilized for the conduct of the Study.

"Services" means the services to be provided by the Institution, the Investigator and/or the Study Personnel under the terms of this Agreement.

"Study" means the scientific research as defined in the Protocol.

"Study Instructions" means any written document, other than the Protocol, issued by SPONSOR or CRO that specifically relates to and references the Study and which provides additional information and/or instructions on how the Institution and Investigator shall conduct the Study. Study Instructions may be transmitted from SPONSOR or CRO to Institution and/or Investigator by personal delivery, fax, e-mail, registered post, certified post or courier.

"Study Personnel" means any employees of Institution or Investigator, and/or contractors engaged by Institution or Investigator, who are involved in performing the Study, including Sub-Investigator(s), Study coordinator(s), and any other contractors, agents and employees of Institution or Investigator who assist Institution and Investigator with the Study.

"Study Results" refers to any and all Information and any other material and results directly or indirectly arising from or in connection with the Study, regardless of whether the Study was aimed at yielding the relevant Study Results or whether they are ancillary in connection with the Study.

"Sub-Investigator" is any individual member of the Study team designated and supervised by the Investigator at Institution to perform critical trial-related procedures and/or to make important trial-related decisions (e.g., associates, residents, research fellows).

"Subject" is a person participating in the Study and identified in the signed informed consent form.

(+91) 76202 86181
(+91) 93596 54447
MED EXPRESS
CLINICAL RESEARCH SOLUTIONS PRIVATE LIMITED
EMAIL: MEDEXPRESS.CRS@GMAIL.COM
JUNA BAZAR NOOR COLONY OPP POST OFFICE AURANGABAD MAHARASHTRA 431001

Memorandum of Understanding

75

This Agreement is made on 01 Jun 2023, by and between "**MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD.**" having its Office at Juna Bazar Opp Post office Aurangabad Maharashtra 431003 referred as a party- A **(here in after referred to as the "SMO")**

And

Mahatma Gandhi Mission (MGM) Medical College & Hospital, N-6, Cidco, Aurangabad, Maharashtra 431 003 referred as a party-B **(here in after referred to as the "Institution")**

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfil conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College& Hospital appoints **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD.** Services As a site management organization on **Exclusive basis for period of 10 years w.e.f 01st June2023 to 1st June 2033. (Will be reviewed and updated accordingly)**

Obligations of MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD Services:

MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD. is a site management Organization based in Aurangabad providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertise in India.

MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD. Services is desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD Services Shall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.

MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD. Services will manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD Services will appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a point of contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD will appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrolment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD will appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Study co-ordination, project management and quality management will be done by **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** services. **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** personnel, CRC, PM, QC Experts will assist PI and the Instuitions in all trial related activities.

MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** Services which includes telecommunication, travel cost, training cost at various centres across India or abroad.

MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD will be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and :

Regulatory requirement

2. Preparation for site selection visit and Site Initiation Visit (SIV)
3. Communication & Follow up with IRB/IEC Submission and Approval
4. Accurate and complete documentation of relevant EC documentation

5. Regulatory documents Collection

6. Patient Identification for assigned study form OPD or Hospital Database.

7. Maintenance and update of Trial Master File (TMF), site binders and relevant files

8. Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during previous monitoring visits

9. Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice (GCP) regulation

10. Assisting Principal Investigator in administrating ICF and its procedures

11. Ensure protocol & applicable regulatory guidelines compliance and adherence

12. Patients pre- screening enrolment and recruitment

13. Preparing source notes and CRF filling

14. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates

15. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular

Telephonic contact with patients to preventing lost to follow- up and missed visits.

16. Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site

17. Coordinate all site-specific queries- medical, administrative, subject reimbursements and other study
related activities.

18. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms

19. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject
log, visit logs, Investigational product log, temperature log, SAE and EC communication log

20. Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee

21. Coordinate with central and local lab for logistics and sample flow

22. Attend study related meeting as appropriate

23. Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site

24. Any other required activities during the trials.

25. Identification of potential database from different therapeutic area of PIs

26. Communication with Investigators/ Hospitals and conduct protocol specific feasibility

27. Other duties as requested by **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** Services Management

B. Hospital permits

1. Hospital will give the space and required facilities to appointed CRC &**MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** in order to perform clinical trials activities under respected PI.
2. Hospital will allow **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** and Sponsors of Clinical trials to access the facility to verify source documents.
3. Hospital will allow **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
4. Hospital shall permit **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** to exclusively manage all clinical trial commenced by **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** Services

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 1st June 2023. However, this Agreement shall be reviewed annually by both parties if needed.

D. Relationship of the parties

1. Hospital and **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** are independent parties. Both parties agree that their relationship is that of an independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this Agreement.

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

F. Confidentiality

1. The parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties Is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** agrees that it shall not during, or at any time after

the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.

3. Hospital shall not disclose to any third party any and information about new studies received from **MED EXPREES CLINICAL RESEARCH SOLUTION PVT. LTD.**

G. Indemnification

Hospital shall indemnify and hold harmless **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** against any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, **MEDEXPREES CLINICAL RESEARCH SOLUTION PVT. LTD.** shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by **MED EXPREES CLINICAL RESEARCH SOLUTION PVT. LTD,** its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Hospital, principal Investigator, **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** Services and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.
2. All feasibilities and payments shall be routed through **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** Services for smooth and hassle-free finalization of Clinical Trial Agreements.

3. Getting payment from sponsor and giving to Hospital and /or Investigator is the responsibility of **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** Services.
4. **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** will be payee name for all trial related payment.
5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital, in a period of 15 working days after receiving the payment from the sponsor/CRO.

8. The details of study budget sharing in INR is as follow:
   - **100%** study payment will be paid to **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** from Sponsor/ CRO for each study. In case study payment will not receive from the sponsor end then SMO will be the official party who will bear the pending payment.
   - **65%** study payment will be paid to Hospital /Principal Investigator from **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD**
   - **35%** study payment fees will be paid to **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT.LTD**
   - **100%** CRC fees will be paid to **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** from sponsor /CRO.
   - Subject Travel reimbursement amount will be paid to trial patients at actual basis & copy of acknowledgement receipts of travels reimbursement will provide to hospital from **MED EXPREES CLINICAL RESEARCH SOLUTION.**
   - Additional **30%** Institutional overhead will be paid from **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** received from sponsor /CRO.
   - **MED EXPREES CLINICAL RESEARCH SOLUTIONS PVT. LTD** will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(**Note**: Hospital/Principal Investigator should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

(+91) 76202 86181
(+91) 93596 54447
MED EXPRESS
CLINICAL RESEARCH SOLUTIONS PRIVATE LIMITED
JUNA BAZAR NOOR COLONY OPP POST OFFICE AURANGABAD MAHARASHTRA 431001
EMAIL: MEDEXPRESS.CRS@GMAIL.COM

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state of Maharashtra India.

1) Authorized Signature: ..... Name: Dr. Rajendra Bohra Title : Dean Date: 01/06/2023 Hospital Name: **Mahatma Gandhi Mission (MGM) Medical College& Hospital** **Stamp:** DEAN MGM'S MEDICAL COLLEGE AURANGABAD	**2) Authorized Signature:** ..... Name: Dr. Deepak Bhosle Title: Professor & Head Dept. of Pharmacology and Clinical Trial Center Date: 01/06/2023 Hospital Name: **Mahatma Gandhi Mission (MGM) Medical College & Hospital** **Professor & H.O.D.** **Stamp: Department of Pharmacology MGM's Medical College Aurangabad.**
MED EXPREES CLINICAL RESEARCH SOLUTION **1) Authorized Signature:** ..... Name: Mr. Aniruddha Jadhav Title: Director Date: 01/06/2023 Address: **Juna Bazar Opp. PostOffice, Aurangabad 431001, Maharashtra, India.** **Stamp:** DIRECTOR MED EXPRESS CLINICAL RESEARCH SOLUTIONS Pvt. Ltd.	**MED EXPREES CLINICAL RESEARCH SOLUTION** **1) Authorized Signature:** ..... Name: Mr. Mujahed Khan Title: Director Date: 01/06/2023 Address: **Juna Bazar Opp. Post Office, Aurangabad, 431001, Maharashtra, India.** **Stamp:** DIRECTOR MED EXPRESS CLINICAL RESEARCH SOLUTIONS Pvt. Ltd.

CRO – [illegible] Agreement

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No.	:	IN-KA70818471196253V
Certificate Issued Date	:	03-Feb-2023 02:01 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ BANGALORE12/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKACRSFL083371199663348V
Purchased by	:	NOVOTECH CLINICAL RESEARCH INDIA PRIVATE LIMITED
Description of Document	:	Article 12 Bond
Description	:	CLINICAL TRIAL AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	NOVOTECH CLINICAL RESEARCH INDIA PRIVATE LIMITED
Second Party	:	DR MOHAMMAD HAFIZ DESHMUKH MGMMCAH AHCAR LLP
Stamp Duty Paid By	:	NOVOTECH CLINICAL RESEARCH INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

The Central Tax & Customs Staff Credit Co-Operative Society Ltd. BANGALORE Regd. No. 7/ARE[illegible] 18-4-62

NOVOTECH CLINICAL RESEARCH INDIA PRIVATE LIMITED IN-KA70818471196253V RS 100 03-FEB-2023 02:01 PM

Please write or type below this line

CLINICAL TRIAL AGREEMENT

Dated February 07, 2023

This Clinical Trial Agreement ("Agreement") is made and entered into by and among **Novotech Clinical Research India Private Limited** (**"CRO"**), having an address Level 3, Unit 302,148 Embassy Square, Infantry Road, Bangalore 560001,India, **Dr. Hafiz Deshmukh, MBBS, MD ("Investigator") and Mahatma Gandhi Mission (MGM) Medical College & Hospital**, an institution located at N-6,CIDCO, Aurangabad, 431003, Maharashtra, India (**"Institution"**) & **Aurangabad Health Care & Research LLP (SMO)** for the conduct of a clinical trial ("Trial") in accordance with the terms and conditions noted below

Novotech Clinical Research India Private Limited Bangalore

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

1. Terms

"Protocol" shall mean the **Protocol LYT-100-2022-204: "A Randomized, Double-blind, Four-Arm Active and Placebo-controlled Dose-Finding Trial to Evaluate the Efficacy, Tolerability, Safety and Dose Response of LYT-100 in Patients with Idiopathic Pulmonary Fibrosis (IPF)"** and all current and future amendments thereto as signed and approved by the Investigator each of which is incorporated into this Agreement by this reference. "Trial" shall mean the conduct of the clinical trial as set forth in the Protocol. This Trial will be a Multicenter Trial with each Investigator completing up to **5** subjects. "Enrolled Subject" shall mean any subject admitted to participate in the Trial in accordance with the terms and conditions of the Protocol. "Clinical Trial Drug" shall mean Sponsor's (as defined below) investigational drug **LYT-100**.

2. Term of the Agreement

The term of this Agreement shall commence on the date that it is fully executed and shall terminate six (6) months after the earlier of the following: (i) the date the Trial is completed in accordance with the terms of the Protocol and this Agreement and final clinical research data is received and approved by CRO; or (ii) the date the Trial is terminated as provided for in Section 7 herein.

3. Investigator Obligations

The Investigator shall direct the Trial and in connection therewith shall (and shall cause each member of the Trial Team [as defined below] to) adhere to this Agreement and the Protocol, all applicable federal, state and local regulations and guidelines, including the clinical practice requirements as are specified in the New Drugs and Clinical Trials Rules, 2019 and Good Clinical Practices guidelines are met and according to the Drugs & Cosmetics Rules, 1945, all relevant laws and ethics prevalent in India and "Good Clinical Practices". Strict compliance by the Institution, Investigator, and the Trial Team (as defined below) with the Protocol and this Agreement is required.

CRO will provide Investigator with a template informed consent form. The Investigator shall complete the template with the Investigator's and Institution's information. The Investigator may also add any other particular information required under any applicable law. If the Investigator makes any changes to the text of the informed consent form, it shall be returned to CRO or designee for review and approval prior to submission to the Institutional Ethics Committee (IEC).

The IEC shall receive a copy of the Protocol and the informed consent form as part of the original submission to the IEC for written approval. Any modifications to the Protocol or the informed consent form recommended by the Investigator or the IEC, after IEC review, must be brought to the attention of CRO. The Protocol and the informed consent form may not be altered without the prior written consent of CRO. If Protocol modifications are made after IEC approval has been obtained, these modifications must also be approved in writing by the IEC. If appropriate, the informed consent form approved by the IEC shall be modified to reflect changes in the Protocol. The modified informed consent form shall also be submitted to the IEC for written approval. Prior to each Enrolled Subject beginning the Trial, Investigator shall cause such Enrolled Subject to execute the final informed consent form approved by the IEC and CRO (the "ICF"). As required, and from time to time, the Investigator shall be responsible for obtaining additional IEC approvals and for submitting IND Safety Reports to the IEC.

The Investigator shall submit the following documents to CRO for review and approval before conducting the Trial and shall retain copies for FDA review: (i) a signed Statement of Investigator form (Form FDA 1572) with the Investigator's curriculum vitae or other statement of qualification and that of any sub investigators named on Form FDA 1572 attached thereto; (ii) documentation of IEC approval of the Protocol and the ICF; (iii) a signed copy of the Protocol, including any subsequent amendments thereto, (iv) a properly completed and signed Financial Disclosure Form for each person listed on the Form FDA 1572, (v) a signed Investigator undertaking to the Drugs Controller General of India (DCGI).

The Investigator thoroughly understands the Protocol and, as of the date of signing this Agreement, has no further questions or concerns about the Trial's design or conduct. Notwithstanding the foregoing, in the event of a conflict between the terms and conditions of the Protocol and the terms and conditions of this Agreement, the terms and conditions of the Protocol shall prevail for the interpretation of medical and scientific matters and the terms of this Agreement shall prevail for all other matters.

The Investigator shall exercise independent medical judgment as to the eligibility of each subject in the Trial (subject to the guidelines set forth in the Protocol) and, before including any subject in the Trial or initiating any Trial related procedures, shall cause each subject to execute a copy of the ICF. Investigator shall maintain independent records that corroborate subject eligibility and show that each subject executed the ICF before inclusion in the Trial. Investigator shall make available to CRO a copy of each Enrolled Subject's executed ICF.

The Investigator shall have a trial coordinator (or sub investigator if there is no trial coordinator) to assist the Investigator with the administration of the Trial. The Investigator may have one or more sub investigators work on the Trial. Each such sub investigator shall be under the direct control and supervision of the Investigator and shall be subject to all of the terms and conditions of this Agreement, including all obligations of the Investigator, and Investigator and Institution shall remain fully responsible and liable for such trial coordinators or sub investigators. No sub investigator may work on the Trial unless he or she is qualified through the appropriate level of experience and training necessary to conduct the Trial. Each sub investigator's name shall appear in the appropriate section on the FDA Form 1572.

In accordance with federal regulations, the Investigator shall provide careful custody and accurate dispensing records for the Clinical Trial Drug. In addition, the Investigator shall retain shipping invoices for supplies received from CRO.

The Investigator represents that: (i) Investigator is permitted to enter into this Agreement and perform the Trial; (ii) the terms and conditions of this Agreement are not inconsistent with and do not conflict with Investigator's present employment and other contractual agreements; and (iii) Investigator has the experience necessary to perform the Trial.

Institution represents that it has the staff, facilities and subject population necessary to perform the Trial.

The Investigator and each sub investigator, trial coordinator, lab personnel, and any other Institution employee or agent associated with the performance of the Trial at the Institution

Novotech Clinical Research India Private Limited Bangalore

(hereinafter collectively referred to as the "Trial Team") shall be available during normal business hours for consultation with CRO or its designee by telephone and during periodic site visits to assess Trial progress.

If the Investigator leaves the Institution or otherwise becomes unavailable during the term of this Agreement, the Institution may nominate a replacement subject to CRO's approval, in CRO's sole and absolute discretion.

4. SMO Obligations:

1. SMO will manage Study Operations and Study services as directed by Study protocol for the duration of the clinical trial.

2. SMO will appoint Clinical Research Coordinator (CRC) who will be the point of contact for Sponsor & CRO and ensure smooth conduct of trial at the site.

3. The Investigator and Institution and SMO and Study Staff acting as independent contractors of Novotech and Sponsor and shall not be considered the employee or agents of Novotech and Sponsor.

4. Neither Novotech nor Sponsor shall be responsible for any employee benefits, pensions, workers compensation, withholding or employment-related taxes as to the Investigator or Institution or SMO or their staff

5. It is hereby agreed and acknowledged by the Parties and Sponsor that Novotech has no relationship whatsoever with the SMO and that the SMO is acting as independent contractor of the Institution.

4. SMO agrees to abide by all obligations placed on institution in the provisions of this Agreement concerning Confidentiality (section 9), Publication (section 10), Property of Sponsor (section 11), Debarment (section 12), and Indemnification (section 14).

5. Clinical Trial Drug

CRO shall provide Investigator with a clinical supply of Clinical Trial Drug for administration during the Trial in accordance with the Protocol and this Agreement. The Investigator, Institution, or any member of the Trial Team shall not distribute the Clinical Trial Drug to any other person except in connection with subject treatment pursuant to the Protocol. None of Institution, Investigator or any member of the Trial Team shall use or promote the Clinical Trial Drug, except as specifically described in this Agreement and the Protocol. Institution, Investigator and the Trial Team shall administer the Clinical Trial Drug only to Enrolled Subjects under Investigator's direct supervision. If requested by CRO in writing, Investigator and Institution shall be responsible for the destruction of all unused supplies of the Clinical Trial Drug if the Trial is terminated, suspended, discontinued or completed.

It is understood that the Clinical Trial Drug provided hereunder is experimental in nature. CRO makes no representations or warranties, express or implied, including, without limitation, any

Novotech Clinical Research India Private Limited Bangalore

implied warranty of merchantability, fitness for a particular purpose or non-infringement, regarding the Clinical Trial Drug, any information supplied by CRO hereunder or any other subject matter of this Agreement. Additionally, CRO makes no representations of any kind, express or implied, regarding the safety or efficacy with respect to the Clinical Trial Drug in any form.

6. Safety

The Investigator shall notify CRO immediately of any deaths or Serious Adverse Experiences (as defined in the Protocol) in Enrolled Subjects whether or not such events are believed to be associated with the Clinical Trial Drug. These events, regardless of cause or relationship to the Trial, shall be reported directly to the Medical Monitor identified for the Trial and followed by a written report to the following address:

Medical Monitor: Ganashree P. (ganashree.p@novotech-cro.com)
CRO: Novotech Clinical Research India Private Limited
Address: Level 3, Unit 302, 148 Embassy Square, Infantry Road, Bengaluru, Karnataka, 560001, India
Phone: +91 80 4551 4400

The Investigator shall also bring all safety issues that are identified after the Trial is underway to the attention of his/her IEC.

7. Trial Records

a. Record Maintenance. The Investigator shall maintain independent case histories for each subject, including complete records of subject identification, clinical observations, and Clinical Trial Drug disposition ("Records"). Blank Case Report Forms (either paper or electronic format) will be provided to the Investigator by CRO or designee. The Investigator shall record all entries on Case Report Forms in a timely manner following each subject visit. The Investigator shall ensure all completed Case Report Forms are accurate and shall submit all such complete forms to CRO or its designee in a timely manner. Upon completion or earlier termination of the Trial, all Case Report Forms, completed or otherwise, shall be promptly returned to CRO.

b. Record Retention. Institution and Investigator shall maintain the Records for two (2) years following the date a marketing application is approved for the Clinical Trial Drug for the indication which is being investigated or, if no application is to be filed or if the application is not approved for the Clinical Trial Drug, until the later of (i) two (2) years after CRO has provided written notice to the Investigator that the investigation of the Clinical Trial Drug has been discontinued, or (ii) as required by Regulatory Agency guidelines.

c. Record Access. During the term of this Agreement, Institution and Investigator agree to permit representatives of CRO or its designee to examine (and, as applicable, to make copies of), at any reasonable time during normal business hours: (i) the facilities where the Trial is being conducted; (ii) raw Trial data; and (iii) any other relevant information necessary for CRO or its designee to confirm that the Trial is being conducted in conformance with the Protocol, this Agreement and in compliance with applicable FDA laws and regulations and as per New Drug and Clinical Trial Rules 2019 to the Drugs & Cosmetics Rules, 1945. The parties acknowledge that the FDA or DCGI may conduct independent inspections of the Trial under its jurisdiction. Each of

Novotech Clinical Research India Private Limited Bangalore

CLINICAL TRIAL AGREEMENT

This Memorandum of understanding, (hereinafter called MoU) between Mahatma Gandhi Mission's Medical College & Hospital, N-6 CIDCO, Aurangabad -431003, Maharashtra, India (herein after called MGM Medical College & Hospital, Aurangabad) and (the second party) Hetero Healthcare Limited Sy. No.80-84, Melange Towers, 4th Floor, "C wing", Patrika Nagar, Madhapur, Hyderabad – 500 081, Telangana (herein after called HHCL, Hyderabad) and (the third party), Grapecity Research Solutions LLP, Shree Prasad, Block No D-2, Prakash Housing Society, Kalewadi Phata, Thergaon, Pune 411033, Maharashtra (herein after called Grapecity Research Solutions LLP,Pune) entered into on this 16th February 2023.

Preamble:

'MGM Medical College & Hospital, Aurangabad', 'HHCL, Hyderabad' and 'Grapecity Research Solutions LLP,Pune' are willing to jointly participate in the study "Comparative Clinical evaluation of Efficacy and Safety Of Clotrimazole Vaginal Film vs Canesten V6 Vaginal Tablet In The Management Of Symptomatic Vulvovaginal Candidiasis in non pregnant women – Open Label, Randomized, Comparative, Parallel, Prospective, Multicentric Study ".

The Institute of the project will be Mahatma Gandhi Mission's Medical College & Hospital, N-6 CIDCO, Aurangabad -431003, Maharashtra, India.

And

The Investigator of the project will be Dr. Laxmi Rachakonda Nagbhushanam, Consultant Gynaecologist & Obstetrics, Department of Clinical Pharmacology and Therapeutics, Clinical Trial Centre, MGM Medical College & Hospital, Aurangabad, Maharashtra, India-431003.

And

The responsible person from the sponsor will be Dr. U. Shobha Jagdish Chandra, Head, Clinical Pharmacology and Therapeutics, Hetero Healthcare Limited, Hyderabad.

And

The SMO of the project will be Grapecity Research Solutions LLP, Shree Prasad, Block No D-2, Prakash Housing Society, Kalewadi Phata, Thergaon, Pune 411033, Maharashtra

Scope of MOU

This MOU will cover the joint efforts of 'MGM Medical College & Hospital, Aurangabad', Maharashtra, 'HHCL, Hyderabad', Telangana and 'Grapecity Research Solutions LLP, Pune', Maharashtra in the area of study titled "Comparative Clinical evaluation of Efficacy and Safety Of Clotrimazole Vaginal Film vs Canesten V6 Vaginal Tablet In The Management Of Symptomatic Vulvovaginal Candidiasis in non pregnant women – Open Label, Randomized, Comparative, Parallel, Prospective, Multicentric Study".

Objective of the study to be done:

1. To evaluate the clinical efficacy of Clotrimazole Vaginal film as compared to Canesten V6 vaginal tablet in the management of symptomatic vulvovaginal candidiasis in non pregnant women.

2. To assess the safety of Clotrimazole vaginal film as compared to Canesten V6 vaginal tablet in the management of symptomatic vulvovaginal candidiasis in non pregnant women.

Responsibilities of MGM Medical College & Hospital, Aurangabad

1. Enrolment of non-pregnant patients with Symptomatic Vulvovaginal Candidiasis.

2. Adherence to the study protocol.

3. Evaluating Vaginal discharge, whiff test, pH measurement, Microscopic examination for budding filaments, mycelia, Vaginal signs and symptoms along with their severity scores Treatment Emergent Adverse Events, Acceptance of study medication by patient during the study.

4. Conducting clinical evaluation at screening &baseline(day 0), day 3 (on telephone), and day 7(at study site).

5. Conducting Safety evaluation for any TEAEs at day14 (End of study).

6. Reporting of adverse events to the sponsor.

Responsibilities of HHCL, Hyderabad

1. Shipping of study medication to the principal investigator as per schedule.

2. Ensuring proper monitoring during the progress on the trials.

3. Maintaining and retaining adequate records and reports.

4. Ensuring that the investigation is conducted in accordance with the study protocol.

5. Providing the investigators with the information they need to conduct the investigation properly.

Responsibilities of Grapecity Research Solutions LLP, Pune:

1. Managing the Study Operations and Study services as directed by Study protocol for the duration of the clinical trial.

2. "Grapecity Research Solutions LLP, Pune" will appoint a Clinical Research Coordinator (CRC) who will be a point of contact with Sponsor & SMO and ensure smooth conduct of trial at the site.

Following activities will be carried out by appointed CRC:

1. Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y Indian GCP and regulatory requirement.
2. Communication & Follow up with IRB/IEC Submission and Approval
3. Patient Identification for assigned study from OPD or Hospital Database.
4. Maintenance and update of Trial Master File (TMF), site binders and relevant files.
5. Preparation for Site Monitoring Initiation Visit (SMV) and resolving all action items generated during previous visit.
6. Conduct study according to International Conference of Harmonization (ICH) E6 and Indian Good Clinical Practice (GCP) regulation
7. Assisting Principal Investigator (PI) in administrating ICF and its procedure.
8. Ensure protocol &applicable regulatory guidelines compliance and adherence.
9. Assisting PI in patients pre-screening, screening enrolment and recruitment.
10. Preparing source notes and CRF filling
11. Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates
12. Coordinate and schedule subject's regular follow up visits and procedures, maintain regular telephonic contact with patients to preventing lost to follow-up and missed visits.
13. Managing clinical trial materials (CTM) maintenance, Accountability, distribution and logistics at site
14. Coordinate all site specific queries-medical, administrative, subject reimbursements

and other.

15. Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms.
16. Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject log, visit logs, Investigational product log, temperature log, logistics log, SAE and EC communication log
17. Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee.
18. Attend study related meeting as appropriate
19. Preparing sites for Auditing visits coordinate close out visit and Archival at site
20. Preparation for Site selection visit and Site Initiation Visit (SIV)
21. Regulatory Documents Collection
22. Coordinate with central and local lab for logistics and sample flow
23. Any other required activities during the trials.

Administration:

Overall responsibilities of the project will rest with MGM Medical College & Hospital, Aurangabad, Maharashtra, HHCL, Hyderabad, Telangana & Grapecity Research Solutions LLP, Pune, Maharashtra.

Financial Arrangements:

Funds for the projects will be from HHCL, Hyderabad, Telangana and the proportion of funds to be related to 'Grapecity Research Solutions LLP, Pune', Maharashtra are as follows:

CLINICAL TRIAL BUDGET			
	Per patient	**For 30 patients/per study**	**Total**
Complete charges	15,000	15,000 x 30	₹ 4,50,000
Institutional (IOH) overhead charges	NA	30%	₹ 1,35,000
Lab charges	500	(500x2x30) + (500x1x5)	₹ 32,500
		Total cost excluding EC fee	**₹ 6,17,500**
		GST 18%	**₹ 1,11,150**
		Total cost (+ GST 18%)	**₹ 7,28,650**
Note: Ethics committee fee will be provided separately according to the EC requirement.			

Payment terms:

1. Ethics committee fee will be paid along with the submitted EC documents.
2. Total cost excluding EC fee i.e ₹ 6,17,500 will be paid in two instalments.
3. 50% of ₹ 6,17,500 i.e., ₹ 3,08,750 will be paid after getting Ethics Committee approval for conducting the study.
4. The remaining 50% i.e., ₹ 3,08,750 will be paid after completion of study.
5. Payment will be done within 45 days from the date of receiving the invoice.
6. The payment invoice will be raised to Hetero Healthcare Limited, Hyderabad with GSTIN 36AABCH6890D1ZJ.

Payee Details:

Payee Name:	Grapecity Research Solutions LLP
Pan card Number	AAPFG8186L
GSTIN of Payee	27AAPFG8186L1ZH
Account Number	007305009846
IFSC Code	ICIC00003363
Bank Name	ICICI Bank Ltd.

The following supplies will be provided to MGM Medical College & Hospital, Aurangabad, Maharashtra.

- Study medication
- Protocols, CRFs, ICFs and Patient information sheets.

Intellectual Property Rights:

1. Any publication shall be by mutual consent of Investigator and sponsor (HHCL).

Duration of MOU:

This MOU will be in force for a period of 1 year (years from the date of it's signing).

Amendments to the MOU:

Amendments if any, before the expiry of this MOU shall be made by all the three parties in writing after mutual agreement.

Resolution of Dispute:

The place of jurisdiction for any dispute or claim before a court or an arbitrator shall be Hyderabad.

Seal of parties:

In witness there of parties MGM Medical College & Hospital, Aurangabad, Maharashtra, HHCL, Hyderabad, Telangana & Grapecity Research Solutions LLP, Pune Maharashtra, have signed this MOU as mentioned below.

	MGM Medical College & Hospital, Aurangabad, Maharashtra *(FIRST PARTY)*	**MGM Medical College & Hospital, Aurangabad, Maharashtra** *(FIRST PARTY)*	**MGM Medical College & Hospital, Aurangabad, Maharashtra** *(FIRST PARTY)*	**HHCL, Hyderabad, Telangana** *(SECOND PARTY)*	**Grapecity Research Solutions LLP, Pune, Maharashtra** *(THIRD PARTY)*
Name	Dr. Rajendra Bohra	Dr. Deepak Bhosle	Dr. Laxmi Rachakonda Nagbhushnam	Dr. U. Shobha Jagdish Chandra	Dr. Sunil Chaudhary
Designation	Head of Institute	Head of Department Pharmacology & Clinical Trial Centre	Consultant Gynaecologist	Head of Department Clinical Pharmacology &Therapeutics	Director
Date	28-2-23.	24.2.23	28-02-2023	20.02.23	03 Mar 2023
Signature					
Seal	DEAN MGM'S MEDICAL COLLEGE AURANGABAD	Professor & H.O.D. Department of Pharmacology MGM's Medical College Aurangabad.	Dr. Lakshmi Rachakonda MBBS, MD (OBGY) Professor and HOD MGM Medical College & Hospital, Aurangabad Reg. No. 57147	HETERO HEALTHCARE LTD. Hyderabad	Grapecity Research & Solutions LLP Pune

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ 68AA 894144

प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. ८०००००३
- 8 SEP 2023
सक्षम अधिकारी

श्रीमती सरमा चव्हाण

INVESTIGATOR INITIATED STUDIES (IIS) AGREEMENT

This Funding / Facilitating Investigator Initiated Study agreement ("Agreement") is made as of this 12th day of Oct 2023 (the "Effective Date") by and among

WOCKHARDT LIMITED, a Company organized and existing under the Indian Companies Act, 1956 and having its registered office at D-4, MIDC, Chikalthana, Aurangabad- 431006, and Global headquarters at Wockhardt Towers, Bandra-Kurla Complex, Bandra East, Mumbai – 400 051, which expression shall unless repugnant to the context or to the contrary to the meaning thereof, be deemed to mean and/or include its successors in business and permitted assigns ("**Wockhardt**") and

Dr. Anand Nikalje ("Principal Investigator/Investigator") associated as Director and In Charge ICU with MGM Medical College and Hospital situated at Gate No. 2, MGM Campus, N-6,CIDCO, Aurangabad 431 003, Maharashtra **(Principal Investigator/Investigator)**

AND

MGM Medical College and Hospital situated at MGM Campus, N-6,CIDCO, Aurangabad 431003, Maharashtra (hereinafter referred to as the "Institution," represented by which expression shall unless repugnant to the context or to the contrary to the meaning thereof, be deemed to mean and/or include its successors in business and permitted assigns **("MGM Hospital").**

The Wockhardt, Principal Investigator/Investigator, Institution, shall each be defined as "Party" and together as the "Parties" under this Agreement.

004222

WOCKHARDT LTD
WOCKHARD TOWER,
BANDRA KURLA COMPLEX,
BANDRA (EAST),
MUMBAI-400 051

18 SEP 2023

18 SEP 2023

Wockhardt is a pharmaceutical Company engaged inter alia in the business of manufacturing and/or marketing of various active pharmaceutical ingredients and pharmaceuticals in finished dosage forms.

Principal Investigator Investigator is an individual from respective health care institution engaged inter alia in the business of undertaking clinical studies including but not limited to Interventional clinical studies, Prospective observational clinical studies, Retrospective (records based) human subject research. Investigator has also represented that it has obtained all licenses, authorizations and permissions required under law for providing the services contemplated under this agreement and that all such licenses, authorizations and permissions are in full force and effect, at present and during the term of this agreement.

For Investigator Initiated Study (IIS), Wockhardt would fund/ facilitate the Investigator Initiated Study in form of Grants, investigational products, resources, materials or support in developing study documents and/ or manuscript/ poster based on the study results of IIS from time to time, to support the conduct of investigator-initiated study entitled "**A Prospective, Open label, Randomized, Comparative, Two arm, Multi-centric, Investigator initiated study to evaluate efficacy and safety of Levonadifloxacin with Teicoplanin-Azithromycin combination in hospitalized patients with Community Acquired Bacterial Pneumonia (CABP)**, Protocol No. CABP/01/21" by the Investigator at the Investigator's Institution.

Wockhardt, Principal Investigator/Investigator, and Institution agree as follows:

I) **Responsibilities of Investigator and Investigator's Institution**

a. The Investigator shall conduct IIS (as defined below) at the Investigator's Institution mutually agreed upon by Wockhardt and Investigator specified in writing from time to time, in accordance with this Agreement, IIS proposal, Protocol for the study, Good Clinical Practices (GCP) and all applicable laws, rules and regulations and with the standard of care customary in the area of clinical research for Pharmaceutical Industry.

b. Investigator's Institution will ensure that the investigator complies with Investigator's Institution's policies and procedures, including any applicable financial policies as well as applicable regulations. Investigator's Institution will notify Wockhardt if there is any conflict between the terms of this agreement or any Investigator Initiated Study (IIS) Concept/ Proposal form and any such policy or procedure or applicable regulations and the parties will attempt to reach an appropriate accommodation.

c. IIS will be conducted by the investigator at the Investigator's institution with the necessary prior approval and ongoing review of all appropriate and necessary review authorities and in accordance with all requirements of the Investigator's institution and all applicable laws and regulations.

d. Each IIS would be conducted in accordance with the protocol developed by the Investigator. If required, Investigator can also request Wockhardt to extend its support in protocol and other essential document preparation on submission of its idea or proposal in "Outline of Investigator Initiated Study (IIS) Concept/ Proposal" form.

e. Investigator agrees not to implement any deviation from or changes to the Protocol without Wockhardt and Principal Investigator's knowledge and prior to the ethics committee's approval, except as necessary to protect the safety, rights or welfare of a patient enrolled in the Study. Investigator further agrees to use best efforts to provide Wockhardt with the data called for in the Protocol in a timely manner.

f. Investigator shall promptly report to Wockhardt any significant developments that may occur during the Study, including but not limited to adverse events, serious adverse events related to Wockhardt's investigational product. In case of serious adverse events, Investigator shall address any further information request by Wockhardt's Pharmacovigilance department to meet applicable regulatory requirements.

g. Investigator and the Investigator's institution agree to permit representatives of Wockhardt and other regulatory authorities having jurisdiction over the Study to examine at any reasonable time during normal business hours (i) the facilities where the Study is being conducted, (ii) study raw data and (iii) any other relevant information necessary for Wockhardt or other regulatory authority to confirm that the Study is being conducted in conformance with the Protocol and in compliance with all applicable laws and regulations. Investigator shall notify Wockhardt immediately if regulatory authority schedules or, without scheduling, begins such an inspection.

h. Investigator agrees to maintain records and data related to the IIS in compliance with all applicable laws and regulations.

i. An adverse event is considered to be any untoward medical occurrence (including a symptom or disease or an abnormal laboratory finding) during treatment with an investigational drug or a pharmaceutical product in a patient or a trial subject that does not necessarily have a relationship with the treatment being given. Serious adverse event means an untoward medical occurrence during clinical trial resulting in death or permanent disability, or hospitalisation of the trial subject where the trial subject is an outdoor patient or a healthy person, prolongation of hospitalisation where the trial subject is an indoor-patient, persistent or significant disability or incapacity, congenital anomaly, birth defect life threatening. Furthermore, any event is to be evaluated if that event could affect the safety of the Subject or the conduct of the Study. The Investigator's Institution and Investigator is obliged to inform Ethics committee and of any adverse events or serious adverse events occurring during IIS in accordance with the applicable rules and regulations.

j. The progress and results of the IIS will be collected, analyzed, and adequately reported to Wockhardt by the

Investigator, including, at a minimum, submission of periodic progress, final study report and safety information.

k. The provision of funding or facilitation by Wockhardt does not create any liability, explicit or implicit, on Wockhardt in respect of the manpower engaged in the Project by the Investigator or Investigator's Institution.

l. In case of unilateral decision by any Investigator or Investigator's Institution to abandon the project of any of the terms and conditions, the unutilized amount is to be paid back to Wockhardt or for breach of any of the terms and conditions by any Investigator or Investigator's Institution, the entire amount released by Wockhardt with interest is to be paid back forthwith.

m. Cooperate with the Monitoring Committee / Wockhardt / its representative by providing it the requisite information and if requested, access to the premises where the project activity is being carried out;

n. Assist wherever necessary, the Monitoring Committee / Wockhardt / its representative with requisite technical inputs / facilities to help accomplish the objectives of the project;

o. Abide by the decision of the Monitoring Committee / Wockhardt / its representative on the assessment of the progress in the project and the modification in the objectives, outputs, milestones, targets, funding, as also the foreclosure of any activity or subproject;

p. In case of reorganization of Investigator's Institution through merger, acquisition, termination, closure etc, the Investigator's Institution undertakes to settle the Wockhardt's fund, even prior to initiating such measures.

ii) Responsibilities of Principal Investigator

a. The Principal Investigator takes full responsibility for the design, initiation, management, data analysis and reporting of the study (including local regulatory obligations). Based on scientific merit and request by the IIS investigator, Wockhardt may consider providing on a case-by-case basis additional support (e.g., laboratory analysis, vendor for data management).

b. To interact and supervise the conduct of research study.

III) Responsibilities of Wockhardt

a. Wockhardt agrees to provide funding or facilitation to the Investigator Initiated Study (IIS) as mutually agreed upon by the Investigator and Wockhardt and as mentioned in Outline of Investigator Initiated Study (IIS) Concept/ Proposal form. IIS Grants (IISG) would be provided to the Investigator Institution and not directly to the Investigator. IIS Grants shall be solely used for the purpose as defined in this agreement.

b. Wockhardt will monitor the IIS investigators compliance and adherence to their contractual obligations related to disclosure of IIS findings, agreed upon milestones, and safety information reporting.

c. Wockhardt does not request any subject level data that could include protected health information as that termed defined in the privacy rule enacted pursuant to the health insurance portability and accountability ACT of 1996 from IIS supported with IISG from Wockhardt. However, Wockhardt shall gain access to the IIS data generated from IIS supported by Wockhardt that included protected health information for the purpose of ensuring that the funds/ facilitation is being utilized by the investigator and Investigator's institution for the IIS as per the terms of this agreement. Wockhardt will take appropriate measures to protect the confidentiality and security of that protected health information during this process.

d. If generally accepted standards of Good Clinical Practice relating to the safety of Subjects require a deviation from the Protocol, these standards will be followed. Any party who becomes aware of the need for a deviation from the Protocol will immediately in writing notify the other party to this Agreement of the facts causing the deviation as soon as the facts are known to that party.

IV) Financial Conditionalities

a. The Investigator's Institution shall ensure that the Wockhardt's funds of the project are utilized only for the project as per this Agreement. Without the approval of Wockhardt, the Investigator's institution will not affect re-appropriation of funds from one budget head to other.

b. The Investigator's institution shall immediately refund to Wockhardt any funds released by Wockhardt remaining with it unutilized on foreclosure or completion of the project.

c. Wockhardt shall retain the right to transfer the capital assets acquired (with Wockhardt funds) during the tenure of the project or after completion of the project.

d. The provision of the loan/grant to the Investigator's institution does not create any liability explicit / implicit on Wockhardt of the manpower engaged by the industry for the project.

V) IIS Review Committee

a. IIS Review Committee shall monitor the project for achieving the defined objectives in the time and costs projected. The terms of reference to the IIS Review Committee are:

i. To review and examine the progress of the project in conformance with the deliverables/milestones, targets and objectives set as contained in the agreement;

ii. revising the funding support to any / or all implementing parties;

iii. To advise on issues related to publications and securing of IPR individually or severally by the implementing parties; and

iv. Any other matter as referred to by Wockhardt

VI) Completion

The project envisaged shall be deemed to have been successfully completed, as assessed by IIS Review Committee. In case, during the tenure of the project, it is found that the project or any project component is not likely to lead to successful completion, the IIS Review Committee may decide to foreclose the project or the project component as warranted. The decision of the IIS Review Committee is fully binding on all the participants.

VII) Term and Termination

a. The term of this Agreement shall begin on the Effective Date and terminate upon the completion of the Study and the submission of all information and reports as described in the Protocol or upon expiry of two (2) years, whichever is later, unless sooner terminated as provided herein. The validity period of this Agreement may be extended or amended or renewed by express mutual consent of the parties conveyed in writing.

b. The Agreement may be terminated by Wockhardt at any time upon thirty (30) days prior written notice, except that the Investigator may terminate the Study immediately upon written notice to the other parties if necessary to protect the health, welfare or safety of any research subject.

c. That Wockhardt will forthwith terminate this Agreement if there is a material breach of this Agreement and also there is violation of clauses VIII, X, XI, XII of this Agreement.

d. In the event that Wockhardt receives notice from Investigator or otherwise becomes aware that a debarment action has been brought against or threatened against Investigator, Wockhardt may terminate this Agreement immediately. In the event of termination hereunder, Investigator shall without undue delay deliver to Wockhardt all data required under this Agreement.

e. Total grant payable by Wockhardt pursuant to this Agreement shall be equitably prorated for actual work performed to the date of termination with any unexpended funds previously paid by Wockhardt to Investigator being refunded to Wockhardt.

f. Upon termination or expiration of this Agreement, neither Investigator/ Investigator's Institution nor Wockhardt shall have any further obligations under this Agreement, or in the case of termination or expiration of a IIS proposal, under such Proposal, except that (a) Investigator/ Investigator's Institution shall terminate all Services in progress in an orderly manner as soon as practical and in accordance with a schedule agreed to by Wockhardt , unless Wockhardt specifies in the notice of termination that Services in progress should be completed, (b) Investigator/ Investigator's Institution shall deliver to Wockhardt any Materials in its possession or control that was supplied by Wockhardt for the IIS, (c) Wockhardt shall pay Investigator/ Investigator's Institution any monies due and owing Investigator/ Investigator's Institution, up to the time of termination or expiration, for Services actually performed, all authorized expenses actually incurred (as specified in the applicable IIS proposal) and any additional fees associated which were duly approved by Wockhardt prior to the termination, (d) Investigator / Investigator's Institution will refund or adjusted /reduced invoice of any payment made by Wockhardt for which Investigator/ Investigator's Institution is not able to provide the Services and e) Investigator/ Investigator's Institution shall immediately return to Wockhardt all Wockhardt's Confidential Information and copies thereof provided to Investigator/ Investigator's Institution under this Agreement or under any IIS proposal which has been terminated or has expired.

VIII) Intellectual Property / Ownership and Use of Data

a. All clinical data, case report forms, documents, information, clinical specimens and results prepared and developed by the Investigator in connection with the IIS or this Agreement whether in written or electronic form (collectively the "Information") shall remain the property of Investigator or Investigator's Institution. However, Investigator shall provide brief summary of results of the IIS to Wockhardt and permit Wockhardt to use the same any way it deems legally appropriate. Further, investigator and Investigator's institution agrees to provide Wockhardt a copy of any article/ abstract/ poster published or presented based on the resulted on this IIS for their internal use.

b. All Materials provided to Investigator/ Investigator's Institution by Wockhardt for the performance of Services and all associated intellectual property rights shall remain the exclusive property of Wockhardt. Investigator/ Investigator's Institution shall use materials provided by Wockhardt under any IIS proposal solely for rendering the Services under the applicable IIS proposal. Wockhardt will provide Investigator/ Investigator's Institution with any relevant occupational safety information known by Wockhardt, including a Material Safety Data Sheet (MSDS). Any Materials remaining upon completion of the Services under IIS proposal shall be, at Wockhardt's direction, either returned to Wockhardt or destroyed.

c. In the event that Investigator/ Investigator's Institution conceives, produces and/or reduces to practice inventions relating to any Material transferred to Investigator/ Investigator's Institution in the course of or in connection with the Services, including without limitation any new uses or formulations of or improvements to such Material, the parties hereto acknowledge and agree that Wockhardt shall share, title and interest in such improvements and shall share all related documents to the Wockhardt without any cost.

d. Investigator/ Investigator's Institution hereby assigns and agrees to share with Wockhardt title to the Results, including any intellectual property rights embodied in or derived from such Results (whether or not protectable under patent, copyright, trade secret or similar laws).

e. Investigator/ Investigator's Institution shall maintain all materials and all other data and documentation obtained or generated by Investigator/ Investigator's Institution in the course of IIS duration hereunder,

including all computerized records and files (the "Records") in a secure area reasonably protected from fire, theft and destruction and shall make them available for review by Wockhardt as and when requested.

f. All Records shall be (i) retained by Investigator/ Investigator's Institution for a period of two (2) years, or as a matter of law or regulation or (ii) disposed of, at their discretion, unless such Records are otherwise required to be stored or maintained by Investigator/ Investigator's Institution as a matter of law or regulation. In no event shall Investigator/ Investigator's Institution dispose of any such Records without first giving Wockhardt sixty (60) days' prior written notice of its intent to do so for the purpose of any verification or review prior to disposal as it deems appropriate. Notwithstanding the foregoing, Investigator/ Investigator's Institution may retain copies of any such Records as are reasonably necessary for regulatory or insurance purposes, subject to Investigator/ Investigator's Institution's obligation of confidentiality.

IX) Confidential Information

a. The Investigator/ Investigator's Institution ("Receiving Party") acknowledges that certain confidential information and data relating to the Wockhardt ("Disclosing Party") and its activities shall be furnished in connection with the purpose. Such information and data shall hereinafter be referred to as "Confidential Information" and shall include collectively and individually all or any proprietary and confidential information and data in any form whether oral, written or in electronic form relating to plans, products, intellectual property (including but not limited to information related NCE, patents, patent applications, trademarks, copyrights, know-how, rights on software and rights on databases), analyses, projects, processes, testing methods, technical data, formulations, techniques, trade secrets, know-how, data, reports, methodology, equipment, systems, marketing, information regarding sources of supply, business plans and the existence or scope of activities of any research, development, manufacturing, marketing or other projects of Wockhardt (including negative developments), research or development activities, non-public corporate information and all technical or scientific information or know-how of Wockhardt relating to the purpose. Information disclosed by Disclosing Party to Receiving Party in the course of the discussions between the Parties, and the contents of this Agreement shall also constitute "Confidential Information".

b. The Receiving Party agrees that the Confidential Information disclosed by the Disclosing Party under this Agreement shall remain confidential and it shall not without the Disclosing Party's prior written consent disclose the same to any third party nor shall use the same for any purpose other than the fulfilment of its obligations under the terms of this Agreement.

c. Confidential Information will not include information that:

(i) Is known to the Receiving Party, as evidenced by the Receiving Party's written records, before receipt of it under this Agreement

(ii) Is disclosed to the Receiving Party by a third party having a right to make such disclosure; or

(iii) Is or becomes part of the public domain through no fault or breach by the Receiving Party; or

(iv) Is independently developed by or for the Receiving Party, without recourse to such Confidential Information disclosed under this Agreement as evidenced by the Receiving Party's written records.

d. The Receiving Party agrees that:

(i) It will not use any Confidential Information received from a Disclosing Party except for the purposes of performing this Agreement.

(ii) It shall maintain Confidential Information of the Disclosing Party in strict confidence and follow the procedures to prevent unauthorized disclosure or use of the Disclosing Party Confidential Information and prevent it from becoming disclosed or being accessed by unauthorized persons.

(iii) It shall immediately advise the Disclosing Party of any unauthorized disclosure, loss, or use of Confidential Information

(iv) The Receiving Party may disclose the Confidential Information if required by law or by any court, tribunal, regulator or other authority with competent jurisdiction, provided to the extent practically possible and permissible under the law, gives notice to the Disclosing Party of such disclosure and shall disclose only that portion of Confidential Information which is required to be disclosed under the law, and shall ensure that confidential treatment is accorded to such information. The Receiving Party agrees not to disclose any Confidential Information received from the Disclosing Party to any third party without the prior written consent of the Disclosing Party, except to its Affiliates, employees, agents, consultants, subcontractors, directors and officers on a need to know basis to effectuate the purpose of this Agreement (a "Representative"); provided, that in every Representative of the Consultant shall be informed of the confidentiality provisions of this Agreement and shall be similarly bound by the same.

e. The Receiving Party shall within fifteen (15) days of written request either before or after termination of this Agreement (for whatever reason), return to the Disclosing Party all materials, Confidential information (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the Disclosing Party, certify in writing that it has done so in a specified documented format.

f. The confidentiality and non-use obligation under this Agreement shall survive for period of this Agreement and for a period of 10 (ten) years following its expiration or termination.

X) Investigator Initiated Study Grants (IISG)

a. Wockhardt agrees to provide funds/ facilitation to the investigator, Investigator Initiated Study (IIS) in accordance with IIS proposal and as amended from time to time upon mutual agreement and in writing.

b. No component of the IIS funds/ facilitation will be provided to the investigator until Wockhardt has received the necessary documents identified in IIS proposal form.

c. Investigator will use IIS funds solely for the purpose of the Investigator Initiated study specified in this agreement. IIS funds will not be used to pay physician referring potential subjects for enrolment in the study. At the completion of the study, investigator will confirm in writing that Wockhardt IIS funds have been used only to support the Investigator Initiated study, and shall provide the necessary supporting documentation.

d. If a particular IIS proposal calls for Wockhardt to provide a Wockhardt Product/ other medicines/ equipment/ materials, Wockhardt will provide, free of charge, sufficient supplies of the same to conduct the Study as per mutual agreement documented in proposal.

e. Investigator will maintain appropriate control of the Wockhardt Product/ other medicines/ equipment/ materials and will not provide it to anyone else except research staff who are directly involved in investigator initiated study conduct.

f. Except for, and limited to, the use specified in the Protocol &/or proposal form for the applicable Study, Wockhardt grants Investigator no express or implied intellectual property rights in the Wockhardt Product or in any methods of making or using the Wockhardt Product. Investigator will use Wockhardt Product/ other medicines/ equipment/ materials only as specified in the Protocol &/or proposal form for the applicable Study. Any other use of the Wockhardt Product/ other medicines/ equipment/ materials constitutes a material breach of this.

g. Investigator will not charge study subjects for Wockhardt Products/ other medicines/ equipment/ materials.

XI) Investigator/ Investigator's Institutions Representations, Warranties & obligations.

a. The Investigator/ Investigator's Institution confirms having obtained the written approval of the appropriate authority/authorities for the study Protocol prior to conduct of such study.

b. The Investigator/ Investigator's Institution shall not at any time during or after the expiration of the term divulge or allow to be divulged to any person any confidential information relating to the business or affairs of Wockhardt or any of the Material/ Product or the trials or studies conducted pursuant to this Agreement without the prior written consent of the Wockhardt. Further, if any confidential information was disclosed to the Investigator/ Investigator's Institution prior to the date of this Agreement in anticipation of the parties entering into this Agreement, such confidential information shall be subject to the terms and conditions of this Agreement.

c. Investigator/ Investigator's Institution shall take all reasonable precautions in dealing with the Material/Product and with any information documents and papers provided to it by Wockhardt so as to prevent any unauthorized person from having access to such Product, information, documents or papers or to any report on or records of any non-clinical/ Clinical Studies carried out.

d. Investigator/ Investigator's Institution shall conduct the clinical studies in compliance with rules/ guidances issued by the competent authority and to the Protocol agreed to by Wockhardt and given approval by such competent authority.

e. Investigator/ Investigator's Institution agrees to apply quality control to each of data handling and ensure that all data provided by it to Wockhardt is reliable.

f. Investigator/ Investigator's Institution agrees that time is the essence of the contract and undertakes to complete the studies within the term as specified in each IIS proposal.

g. Investigator/ Investigator's Institution undertakes not to terminate the trials prematurely without the consent of Wockhardt, except as stated under Clause VII (b).

h. Investigator/ Investigator's Institution warrants that it has qualified and experienced personnel to assume responsibility for the proper conduct of the studies/ trial and shall maintain a list of such qualified persons to whom it has delegated significant trial related duties.

i. Investigator/ Investigator's Institution warrants that it is thoroughly familiar with the appropriate use of the Material/ Product.

j. Investigator/ Investigator's Institution warrants that it is aware of and shall comply with the Guideline for Good Clinical Practice and other regulatory requirements.

k. Investigator/ Investigator's Institution warrants that it shall submit the protocol to appropriate authority/authorities for approval and start the study only after the approval from appropriate authority/authorities is obtained.

l. Investigator/ Investigator's Institution warrants that it is aware that the Wockhardt has agreed to provide its services/ funds/ products based upon the aforesaid declarations and warranties.

m. Investigator/ Investigator's Institution warrants that it shall ensure that Wockhardt's funds are utilised appropriately in the IIS, for the purpose for which they are intended, and are not misused.

XII) Investigator initiated Study Data and Publication Rights

a. Investigator shall share the data generated from investigator initiated study with Wockhardt for but not limited to support data management, clinical study report preparation, manuscript publication/ abstract or poster presentation.

b. Investigator can publish the results of the investigator initiated Study ("Study Data"), and use study data generated from the investigator initiated study for their own research and educational purposes and programs after obtaining written consent from Wockhardt. Any third party other than the investigator and

Wockhardt, will not use or permit others to use non-public or unpublished Study raw Data from any Study that involves the use of a Wockhardt Product for the commercial benefit of any third party.

c. Investigator shall have the right, consistent with academic standards, to publish or present the results of the Study provided that the manuscript, abstract or other material proposed to be published or presented ("Proposed Publication") shall be submitted to Wockhardt at least sixty (60) days prior to submission for publication or presentation to permit Wockhardt to request removal of any Confidential Information contained therein and to protect its rights to any patentable Invention. Wockhardt shall complete its review within thirty (30) days after receipt of the Proposed Publication. If Wockhardt believes that any Proposed Publication contains any information relating to any patentable Invention, the disclosure of such Proposed Publication shall be delayed for up to two (2) years from the date of receipt of the Proposed Publication to permit the filing of a patent application or up until such patent application is filed, whichever is later. If Wockhardt believes that any Proposed Publication contains Confidential Information, Wockhardt shall so notify Investigator, and they shall remove any such Confidential Information prior to publication or presentation.

d. Investigator will comply with recognized ethical standards concerning publications and authorship.

e. Investigator will disclose Wockhardt's support of the Study in any publication of Study results

f. If Wockhardt wishes to disclose results or other study information, Study Data or parts or all of the Study Report earlier than indicated above, Wockhardt may submit a request to Investigator in writing. Investigator will consider any such request in good faith. Any such request must identify the results or other Study information, Study Data or parts of the Study Report that Wockhardt wishes to disclose and how and where it would be disclosed. In any publication by Wockhardt of the results of the Study, Wockhardt will acknowledge the roles and efforts of Investigator in the Study.

XIII) Indemnification

a. Wockhardt shall take the full responsibility of any issues/ events related to the Wockhardt product, when it is used within limits of recommendations of product's latest package insert/ leaflet and indemnify investigator against all losses, claims, or damages arising from such usage of the Wockhardt product within the investigator initiated study or otherwise, except that the foregoing indemnity shall not apply to any liability arising from investigator's intentional deviation or omission or negligence in the performance of its obligation under this agreement or any use of the product beyond recommendations of product's latest package insert/ leaflet.

b. Wockhardt shall guarantee that no Wockhardt product/ other medicines/ equipment/ materials shipped to investigator in connection with the Study covered by this Agreement will be adulterated or mislabelled.

c. Investigator agrees to keep all accountability of all Wockhardt product/ other medicines/ equipment/ materials

d. Investigator and Institution agrees at their own cost and expense to indemnify, defend and hold harmless Wockhardt and its Affiliates, employees, officers, and directors (Wockhardt Indemnities) from and against any and all losses, costs, expenses and damages, including but not limited to reasonable attorney's fees, based on a personal injury and/or for damage to or loss of property incurred as a result of Investigator/ Institution its officers', directors', agents', or employees'(including Principal Investigator's, and Sub-Investigators') (i) breach of its obligations including violation of clause VII, VIII, X, XI of this Agreement under this Agreement, including, but not limited to the Protocol; (ii) negligence or malfeasance or nonfeasance; and (iii) breach of any applicable local, state or federal law(s), rule(s), or regulation(s), including, but not limited to, applicable Regulatory Authority regulations, ICH-GCPs and other governmental requirements or any other governmental authority or agency (iii) from all actions, suits, claims, or demands brought by any third party based on or arising under this Agreement to the extent that such loss is caused by the negligence or willful misconduct or any use of the Wockhardt product beyond recommendations of product's latest package insert/ leaflet by the Investigator, Institution, their employees or agents.

e. Neither party will be liable for any loss or damage, including loss of profits, loss of goodwill or any other special, incidental, indirect or consequential damages whatsoever (and whether caused by the negligence of either party or its employees or agents or otherwise) arising out of or in connection with any act or omission of either party whether for breach of contract, tort (including negligence and strict liability), or otherwise relating this Agreement.

XIV) Insurance.

a. Principal Investigator shall maintain such professional liability and other insurance as shall be reasonably necessary to insure himself against any claim or claims for damages, whether arising by reason of personal injury or death occasioned directly or indirectly in connection with the Study or services provided under this Agreement. Investigator shall provide evidence of such coverage to Wockhardt upon request.

XV) Force Majeure.

a. A party shall be excused from performing its obligations under this Agreement to the extent its performance is delayed or prevented by any cause beyond such party's reasonable control, including but not limited to, acts of God, fire, explosion, disease, weather, war, insurrection, civil strike, riots, government action, or power failure (a "Force Majeure Event") provided the affected party gives the other party prompt written notice of the occurrence of any Force Majeure Event and the nature and the extent to which the affected party will be unable to perform its obligations under this Agreement. The affected party agrees to use

commercially reasonable efforts to correct the Force Majeure Event as quickly as possible, to perform its obligations under this Agreement to the extent feasible given the Force Majeure Event, and to give the other party prompt written notice when it is again fully able to perform its obligations. Performance shall be excused only to the extent of and during the reasonable continuance of such Force Majeure Event, provided that the Wockhardt may terminate this Agreement if such Force Majeure Event continues for a period of ninety (90) days or more. Any deadline or time for performance specified in this Agreement or the Protocol which falls due during or subsequent to the occurrence of a Force Majeure Event shall be automatically extended for a period of time equal to the period of the Force Majeure Event

XVI) Agreement Modification.

a. This Agreement may not be altered, amended or modified except by a written document signed by all the parties.

XVII) Assignment.

a. This Agreement may not be assigned by the Investigator without the prior written consent of Wockhardt.

XVIII) Successors and Assigns.

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

XIX) Notice

a. Notices under this Agreement shall be duly given or forwarded by facsimile, by Certified Mail-Return Receipt Requested or by express courier service providing evidence of receipt to the parties at the addresses below or to such other addresses as the parties may from time to time indicate in writing.

If to Wockhardt:

Attn: Dr. Khokan Debnath

Wockhardt Limited

Wockhardt Towers, Bandra Kurla Complex, Bandra (East), Mumbai 400051, Maharashtra, India

Facsimile:022 -26534242

If to PI:

Attn: Dr. Anand Nikalje

MGM Medical College and Hospital

MGM Campus, N-6, CIDCO,

Aurangabad 431 003, Maharashtra

Contact No.: +91 – 9822496190

If to Institution:

Attn: Dr. Rajendra Bohra

Designation: Dean

MGM Medical College and Hospital

MGM Campus, N-6, CIDCO,

Aurangabad 431 003, Maharashtra

Contact No: 02406601100

If to Institution:

Attn.: Dr. Deepak Bhosle

Designation: Head of clinical Trial Centre

MGM Medical College and Hospital

MGM Campus, N-6, CIDCO,

Aurangabad 431 003, Maharashtra

Contact No: 7770087870

XX) Severability.

a. If any provision of this Agreement shall be declared invalid for any reason whatsoever, that decision shall not affect any other provision of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared severable.

XXI) APPLICABLE LAW AND COMPETENT COURTS

This Agreement shall be governed by Laws of India, under exclusive jurisdiction of courts of Mumbai.

If any question of dispute shall at any time during the term or thereafter arise between the Parties with respect to the validity, interpretation, implementation or alleged material breach of any provision of this Agreement

or the rights or obligations of the Parties hereunder, or regarding any question including the question as to whether the termination of this Agreement by either Party has been legitimate, then the Parties shall attempt to settle such dispute amicably between them. In the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act 1996, (as amended from time to time). The arbitral tribunal shall be constituted of a mutually appointed sole arbitrator and the seat of the arbitration shall be Mumbai. All proceedings of such arbitration, including without limitation, any agreements or awards, shall be in the English language.

XXII) Entire Agreement.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings whether written or oral relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date written above.

[WOCKHARDT LIMITED]

By:

25/Oct/2023

Name: Dr. Khokan Debnath

Its: Sr.GM - Clinical Operations, Regulatory Affairs & P V, Medical Affairs and QA

[MGM Medical College and Hospital]

By:

06/NOV/2023

Name: Dr. Rajendra Bohra

Its: Designation: Dean

DEAN
MGM'S MEDICAL COLLEGE
AURANGABAD

[Principal Investigator/Investigator]

By:

06/Nov/2023

Name: Dr. Anand Nikalje

Its: Principal Investigator/Investigator

DR. ANAND NIKALJE
M.D. (Gen. Medicine)
Consulting Physician & Intensivist
MMC Reg. No. 67939

[Head of clinical Trial Centre]

By:

Name: Dr. Deepak Bhosle

Its: Head of clinical Trial Centre

Professor & H.O.D.
Department of Pharmacology
MGM's Medical College
Aurangabad.

DEPT. OF CLINICAL PHARMACOLOGY & CLINICAL RESEARCH UNIT
MGM-MCH
AURANGABAD

MEDICAL CENTER & RESEARCH INSTITUTE
SUPER SPECIALITY HOSPITAL

For Appointment
Contact Mr. Swapnil
9067494936
8308303489

DR. Anand Nikalje
MD (Medicine), Asso. Prof
Consultant Physician & Intensivist
Director, MCRI ICU MGM
Reg No. 67939
OPD Timing (Mon-Fri)

Investigator Initiated Studies (IIS) Proposal

Proposer	Name: Dr. Anand Nikalje (MBBS, MD) Title: Director and In Charge ICU Institute: MGM Medical College and Hospital Address:Gate No. 2 , MGM Campus, N-6,CIDCO., City: Aurangabad, State: Maharashtra. Pincode: 431 003 Contact No.: +91 – 9822496190 Email: anandnikalje@rediffmail.com
Study type	Clinical☐=> check ☐Observational; √ Interventional
Request for*(Break-up of requirements for funds. medicine/ product/ material shall be enclosed)*	√ Funding⇒ specify tentative amount Rs. 50,00,000 √ Wockhardt product ⇒ specified in the next section √ Materials⇒Discs ☐ Facilitate ⇒ check the appropriate activities requiring support √ Literature search √ Protocol & study document development √ Study insurance √ EC submission & approval √ CTRI registration √ Laboratory services √ Clinical Data Management & Statistics √ Study Report Writing √ Preparation of manuscript/ abstract/ poster
Wockhardt product under study	Name: **EMROK (Levonadifloxacin)** Formulation: Injection Strength: 800 mg Quantity required:3060 units Name: **EMROK-O (Ala-Levonadifloxacin)** Formulation: Tablet Strength: 500 mg Quantity required:4370 units
Other productsrequired	Name: **Teicoplanin** Formulation: Injection Strength: 400 mg

Dr. Anand Nikalje
Associate Professor

• In Case of Emergency Contact : MCRI Casualty, 0240 6482000 Extension 1080/1068 • MGM Campus, Gate No.2, Cabin No. 21 •
MGM Hospital, N-6, CIDCO, Aurangabad - 431003 (MS) Email : anandnikalje@rediffmail.com I web: www.mgmmcri.com

Investigator Initiated Studies (IIS) Proposal

	Quantity required: 1640 units
	Name: Azithromycin
	Formulation: Injection
	Strength: 400 mg
	Quantity required: 770 units
	Name: Azithromycin
	Formulation: Tablet
	Strength: 400 mg
	Quantity required: 770 units
Research sites*(for multiple sites, add details of all sites. CV & MRC of investigator shall be enclosed)*	Single ☐ Multiple √ 1. Name of Investigator: Dr Kapil Zirpe Institute: Ruby Hall Clinic, Pune Name of EC:Poona Medical Research Foundation EC Reg. No.: ECR/24/Inst/MH/2013/RR-22 2. Name of Investigator: Dr Shirkant Deshpande Institute: Ashirwad Hospital, Ulhasnagar Name of EC:Ashirwad Ethics Committee EC Reg. No.: ECR/247/Inst/MH/2013/RR-19 3. Name of Investigator: Dr Chintan Patel Institute: Hansa Hospital, Daman Name of EC:HCH Institutional Ethics Committee EC Reg. No.: ECR/1544/Inst/DD/2021 4. Name of Investigator: Dr Rahul Kumar Rathore Institute: Charak Hospital and Research Centre, Lucknow Name of EC: Institutional Ethics Committee, Charak Hospital & Research Centre EC Reg. No.: ECR/1255/Inst./UP/2019 5. Name of Investigator: Dr Manimaran Institute: Milot Hospital, Chennai Name of EC:MIOT Institutional Ethics Committee EC Reg. No.: ECR/1114/Inst/TN/2018/RR-21 Additionalinvestigators can be added as and when required

Dr. Anand Nikalje
M.D. (Medicine)
Associate Professor

In Case of Emergency Contact : MCRI Casualty, 0240 6482000 Extension 1080/1068 • MGM Campus, Gate No. 2, Cabin No. 21
MGM Hospital, N-6, CIDCO, Aurangabad - 431003 (MS) Email : anandnikalje@rediffmail.com I web: www.mgmmcri.com

Investigator Initiated Studies (IIS) Proposal

Study Title/*Synopsis of the study shall be enclosed*	A Prospective, Open label, Randomized, Comparative, Two arm, Multi-centric, Investigator initiated study to evaluate efficacy and safety of Levonadifloxacin with Teicoplanin-Azithromycin combination in hospitalized patients with Community Acquired Bacterial Pneumonia (CABP)
Study Rationale	Levonadifloxacin is a new benzoquinolizine subclass of FQs (Fluoroquinolones) which has potent antimicrobial activity against Gram-positive bacteria, including MRSA (Methicillin resistant Staphylococcus aureus), GISA (Glycopeptide-intermediate Staphylococcus aureus) and Levofloxacin/moxifloxacin-resistant Staphylococci. Its coverage of significant respiratory pathogens such as H. influenzae and Moraxella catarrhalis, in vivo efficacy for S. pneumoniae infections and activity against atypical respiratory pathogen Mycoplasma pneumoniae are good, with potencies comparable to and matching with the best drugs for the respective indications in its class. Activity against anaerobes and atypical organisms such as Mycoplasma genitalium, Mycoplasma hominis, Mycoplasma pneumoniae, and Ureaplasma spp. has also been demonstrated. A recent study has demonstrated that the ratios of ELF (epithelial lining fluid) concentration and concentration in Alveolar Macrophages relative to plasma concentration were 7.66 and 1.58, respectively, suggesting better lung penetration. The plasma, ELF and AM exposures were well above the MIC (minimum inhibitory concentration) value for majority of extracellular and intracellular respiratory pathogens Achievement of such good levels in lung combined with its broad-spectrum activity covering Gram-positive, Gram negative and Atypical pathogens makes Levonadifloxacin a potent antibiotic for the treatment of CABP. Levonadifloxacin is available in Indian market in both formulation of oral as well as intravenous. Levonadifloxacin has demonstrated activity against the most common bacterial pathogens of CABP, including isolates resistant to standards of care. Broad spectrum antimicrobial activity with favourable intrapulmonary pharmacokinetics makes Levonadifloxacin as suitable

Dr. Anand Nikalje
M.D. (Medicine)
Associate Professor & Intensivist
MGM Medical College & Hospital, A'bad
Reg. No. 67919

• In Case of Emergency Contact : MCRI Casualty, 0240 6482000 Extension 1080/1068 • MGM Campus, Gate No. 2 & No. 21
MGM Hospital, N-6, CIDCO, Aurangabad - 431003 (MS) Email : anandnikalje@rediffmail.com I web: www.mgmmcri.com

Investigator Initiated Studies (IIS) Proposal

	candidate for treatment of CABP. This study is intended to evaluate the efficacy and safety of IV and and oral Levonadifloxacin in the patients of community acquired bacterial pneumonia in comparison with Teicoplanin.
Objectives	Primary – To evaluate efficacy of Levonadifloxacin and Teicoplanin-Azithromycin combination in hospitalized patients with Community Acquired Bacterial Pneumonia (CABP) Secondary – To evaluate safety and tolerability of Levonadifloxacin and Teicoplanin-Azithromycin combination in hospitalized patients with Community Acquired Bacterial Pneumonia (CABP)
Endpoints	**Efficacy Endpoint:** **Primary endpoint :** Clinical success rate at TOC (Test of Cure) visit **Secondary endpoint :** Clinical success rate at EOT (End of Treatment) visit Clinical improvement rate at visit 2 (Early Assessment visit) Microbiological success rate at EOT (End of Treatment) visit Safety – Tolerability Endpoint: Incidence of adverse events / serious adverse events, Incidence of Nephrotoxicity & Incidence of Thrombocytopenia
Sample size	This study will gather data of approximately 168 patients from 15-20 sited across India.
Dosing regimen	**Group 1/ EMROK arm will receive Levonadifloxacin administration:** Levonadifloxacin IV 800 mg (each vial contains Levonadifloxacin 100 ml containing 8mg/ml) And Levonadifloxacin tablets (each tablet contains Levonadifloxacin 500 mg) will be administered as per product information. Levonadifloxacin Oral 1000 mg will be administered twice in a day, 11±1 hours apart. Levonadifloxacin IV 800 mg will be administered twice in a day 11±1 hours apart. One dose of IP will be infused over a period of approximately 90 mins. **Group 2 / Teicoplanin-Azithromycin arm will receive Teicoplanin-Azithromycin administration:** Teicoplanin will be administered 400 mg (approx. 6 mg/kg body weight) every 12 hours for initial 3 intravenous/ intramuscular administration as loading dose. Teicoplanin will be administered 400 mg (approximately 6 mg/kg body

Dr Anand Nikalje
M.D. (Medicine)
Asso. Professor & Intensivist
MGM Medical College & Hospital, Aurangabad
MGM Medical Council Reg. No: 67939

• In Case of Emergency Contact : MCRI Casualty, 0240 6482000 Extension 1080/1068 • MGM Campus, Gate No. 1, College Road,
MGM Hospital, N-6, CIDCO, Aurangabad - 431003 (MS) Email : anandnikalje@rediffmail.com I web: www.mgmmcri.com

Investigator Initiated Studies (IIS) Proposal

	weight) intravenous/ intramuscular administration once a day as maintenance dose. **Adults patients with impaired renal function:** Dose adjustment is not required until the fourth day of treatment. After the fourth day of treatment: In mild and moderate renal insufficiency (creatinine clearance 30-80 mL/min): Teicoplanin maintenance dose should be halved, either by administering the dose every two days or by administering half of this dose once a day. In severe renal insufficiency (creatinine clearance less than 30 mL/min): Teicoplanin dose should be one-third the usual dose, either by administering the initial unit dose every third day or by administering one-third of this dose once a day. Azithromycin will be administered 500 mg oral/ intravenous once a day.
Duration of study	Minimum Duration of treatment will be 5days. (Duration of treatment can be extendupto 14 days as per investigator's discretion.) Study duration will be approximately 1 year.
Planned study dates	Mar 22 – Mar 23
Publication plans	Data and information generated from this study will be used for submission to a publisher of scientific national/ international journal, professional organization or presented at a scientific meeting.

Dr. Anand Nikalje (MBBS, MD)
Director and In Charge ICU
MGM Medical College and Hospital, Aurangabad

Dr. Anand Nikalje
M.D. (Medicine)
Associate Professor & Intensivist
MGM Medical College & Hospital,A'bad
Reg. No. 67939

• In Case of Emergency Contact : MCRI Casualty, 0240 6482000 Extension 1080/1068 • MGM Campus, Gate No. 2, Cabin No. 21
MGM Hospital, N-6, CIDCO, Aurangabad - 431003 (MS) Email : anandnikalje@rediffmail.com I web: www.mgmmcri.com

Exhibit B

Outline of Investigator Initiated Study (IIS) Funding/ Facilitation Terms

(Attached)

Research Grant: Rs. 598290/-

Service Cost head	Units (Visits)	Per Visit Cost (Rs.)	No of Patients planned	Cost Per Subject	Total Costing for 15 patients (Rs.)
PI fees	4	5555	15	22220	333300
CRC fees	4	1000	15	4000	60000
Patient travel compensation	4	500	15	2000	30000
Institutional Overheads (30%)	4	1666.5	15	6666	99990
Laboratory Investigations		5000	15	5000	75000
EC Fees	At Actuals				0
Total Site Cost					**598290**
Cost/Patient					**39886**

Payment Terms:
Ethics committee fee will be on actuals.
An institutional overhead is considered on PI fees and is exclusive of patient travel
Site shall periodically raise invoices for the study activities accomplished till date
Per patient cost will be paid based on actual completed visit by the patient
All payment would be made against original invoice raised
EC fees (per protocol/ amendments) will be paid at actuals as per invoices submitted in original
Budget is based on number of patients enrolled and visits completed. Budget can increase or decrease based on total number of subject completing the study
Applicable TDS will be deducted from each payment
All applicable taxes would be added to all payment milestone

Payee/ EC Payee Details -

Payee name	MGM Medical College Aurangabad
PAN	AAATM4256E
Bank Name	IDBI Bank
Bank Address	Adalat Road Branch, Survey Number 20292, Ratnaprabha Building, Kesarsingpura, opposite LIC Building, Aurangabad
Bank Account No.:	0376104000000107
IFSC code	IBKL0000376
GST No.:	NA

The place of jurisdiction for any dispute or claim before a court or an arbitrator shall be Hyderabad.

Seal of parties:

In witness there of parties MGM Medical College & Hospital, Aurangabad, Maharashtra, HHCL, Hyderabad, Telangana & Grapecity Research Solutions LLP, Pune Maharashtra, have signed this MOU as mentioned below.

	MGM Medical College & Hospital, Aurangabad, Maharashtra *(FIRST PARTY)*	**MGM Medical College & Hospital, Aurangabad, Maharashtra** *(FIRST PARTY)*	**MGM Medical College & Hospital, Aurangabad, Maharashtra** *(FIRST PARTY)*	**HHCL, Hyderabad, Telangana** *(SECOND PARTY)*	**Grapecity Research Solutions LLP, Pune, Maharashtra** *(THIRD PARTY)*
Name	Dr. Rajendra Bohra	Dr. Deepak Bhosle	Dr. Laxmi Rachakonda Nagbhushnam	Dr. U. Shobha Jagdish Chandra	Dr. Sunil Chaudhary
Designation	Head of Institute	Head of Department Pharmacology & Clinical Trial Centre	Consultant Gynaecologist	Head of Department Clinical Pharmacology &Therapeutics	Director
Date	28-2-23.	24.2.23	28-02-2023	20.02.23	03 Mar 2023
Signature					
Seal	DEAN MGM'S MEDICAL COLLEGE AURANGABAD	Professor & H.O.D. Department of Pharmacology MGM's Medical College Aurangabad.	Dr. Lakshmi Rachakonda MBBS, MD (OBGY) Professor and HOD MGM Medical College & Hospital, Aurangabad Reg. No. 57147	HETERO HEALTHCARE LTD. Hyderabad	Grapecity Research & Solutions LLP Pune

79

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA67177393321243W
Certificate Issued Date	:	23-Jul-2024 01:41 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ CHAVATGALLI/ KA-BL
Unique Doc. Reference	:	SUBIN-KAKAGCSL0888023821178257W
Purchased by	:	SHREE CLINICAL SERVICES PVT LTD
Description of Document	:	Article 12(a) Bond - Amount secured does not exceed Rs.1000
Property Description	:	MOU
Consideration Price (Rs.)	:	100 (One Hundred only)
First Party	:	SHREE CLINICAL SERVICES PVT LTD
Second Party	:	MGM MEDICAL COLLEGE AND HOSPITAL
Stamp Duty Paid By	:	SHREE CLINICAL SERVICES PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

SEVA KENDRA CHAVAT GALLI BRANCH Authorized Signatory

Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is executed on this 24th July 2024 between the following parties.

BETWEEN

Dean MGM's Medical College Aurangabad.

Dr. Deepak Bhosle
Professor and Head
Department of Pharmacology &
Clinical Trial Center
MGM MCH AURANGABAD

SHREE CLINICAL SERVICES PVT LTD BELAGAVI

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Mahatma Gandhi Mission's (MGM) Medical College & Hospital, N-6, Cidco, Aurangabad, Maharashtra 431003 referred as a Party-B **(here in after referred to as the "Institution")** on ONE PART.

SHREE CLINICAL SERVICES PVT LTD, registered under the companies act 1956 with its address at S.P Office Road, Kolhapur Circle, Belagavi-590016 Karnataka, India **(here in after referred to as the "SMO")** on ANOTHER PART

The two parties, in a spirit of business cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for Other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows

MGM Medical College& Hospital appoints SHREE CLINICAL SERVICES PVT LTD Services As a site management organization on **Exclusive basis for period of 10 years w.e.f 8st July 2024 to 7thst July 2034. (Will be reviewed and updated accordingly)**

OBLIGATIONS OF SHREE CLINICAL SERVICES:

SHREE CLINICAL SERVICES is a site management Organization based in Belagavi, Karnataka providing end to end clinical research services to the Hospitals and Offers a complete range of Clinical Research in all therapeutic areas. We expertise in site Management Activities, Project Management, Medical Writing, Monitoring, Safety Reporting, Regulatory services, Potential Site selection, Faster patient Recruitment, Quality compliance & Maintenance, and Clinical Research Expertise in India.

SHREE CLINICAL SERVICES is desirous of working with Hospital for the purpose of conducting ICH-GCP complaint phase I-IV clinical trials for new drug & treatment.

SHREE CLINICAL Services shall play vital role in getting clinical trials to the hospital /Hospital from the sponsors and CROs and execute them in Hospital.

SHREE CLINICAL Services will manage study Operations and study services as directed by study protocol for the duration of the clinical trial.

SHREE CLINICAL Services will appoint a Clinical Research Coordinators (CRC)/existing site coordinator who will be a point of contact with Sponsor & CRO and ensure smooth conduct of trial at the site.

SHREE CLINICAL Services will appoint project manager (PM) who will be responsible to coordinate and over-see the progress and management of CRC activities & trial, ensure data quality, resolve screening, enrollment or general issue if any, follow up on post -monitoring action elements and study training as per needs and frequent discussion with investigator & sponsor / CRO on trial progress.

SHREE CLINICAL SERVICES PVT LTD will appoint Quality check (QC Experts) who will be responsible to ensure adherence to the protocol, regulatory requirements record keeping and retention.

Dean
MGM's Medical College
Aurangabad.

Dr. Deepak Bhosle
Professor and Head
Department of Pharmacology &
Clinical Trial Center
MGM MCH AURANGABAD

SHREE CLINICAL SERVICES PVT. LTD. BELAGAVI

Study co-ordination, project management and quality management will be done by SHREE CLINICAL services. SHREE CLINICAL SERVICES personnel, CRC, PM, QC Experts will assist PI and the Intuitions in all trial related activities.

SHREE CLINICAL SERVICES will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by SHREE CLINICAL Services which includes telecommunication, travel cost, training cost at various centers across India or abroad.

SHREE CLINICAL SERVICES will be exclusively conducting/managing all trial at the Hospital during the tenure of this agreement. This agreement will last for 10 (ten) years and can be renewed further on mutual agreement.

Following activities will be carried out by appointed CRCs or Project Coordinators

- ✓ Performing all the activities in strict adherence to the ICH-GCP guidelines, Schedule Y India GCP and Regulatory requirement.
- ✓ Preparation for site selection visit and Site Initiation Visit (SIV).
- ✓ Communication & follow up with IRB/IEC Submission and Approval.
- ✓ Accurate and complete documentation of relevant EC documentation.
- ✓ Regulatory documents Collection.
- ✓ Patient Identification for assigned study form OPD or Hospital Database.
- ✓ Maintenance and update of Trial Master File (TMF), site binders and relevant files.
- ✓ Preparation for site Monitoring Initiation Visit (SMV) and resolving all action items generated during Previous monitoring visits.
- ✓ Conduct Study according to International Conference of Harmonization (ICH) E6 and India Good Clinical Practice (GCP) regulation.
- ✓ Assisting Principal Investigator in administrating ICF and its procedures.
- ✓ Ensure protocol & applicable regulatory guidelines compliance and adherence.
- ✓ Patients pre- screening enrollment and recruitment.
- ✓ Preparing source notes and CRF filling.
- ✓ Communication with CRA/ Project Manager, PI, IRB/IEC, site for study updates.
- ✓ Coordinate and schedule subject's regular follow up visits and procedures, maintain regular Telephonic contact with patients to preventing lost to follow- up and missed visits.
- ✓ Managing Clinical Trial Materials (CTM) maintenance, Accountability, distribution and logistics at site.
- ✓ Coordinate all site-specific queries- medical, administrative, subject reimbursements and other study Related activities.
- ✓ Reporting and coordinating all AE/SAEs according to their timelines as per regulatory norms.
- ✓ Filling up and maintaining trial related logs likes source documentation, drug dispensing logs, subject visit logs, Investigational product log, temperature log, SAE and EC communication log
- ✓ Documentation of protocol deviation as appropriate and communicate any impacting subject safety to the ethics committee.
- ✓ Coordinate with central and local lab for logistics and sample flow.
- ✓ Attend study related meeting as appropriate.
- ✓ Preparing sites for Monitoring / Auditing visits coordinate close out visit and Archival at site
- ✓ Any other required activities during the trials.

Dean
MGM's Medical College
Aurangabad.

Dr. Deepak Bhosle
Professor and Head
Department of Pharmacology &
Clinical Trial Center
MGM MCH AURANGABAD

SHREE CLINICAL SERVICES PVT. LTD. BELAGAVI

- ✓ Identification of potential database from different therapeutic area of PIs.
- ✓ Communication with Investigators/ Hospitals and conduct protocol specific feasibilities.
- ✓ Other duties as requested by SHREE CLINICAL SERVICES PVT LTD Services Management

B. Hospital permits

- Hospital will give the space and required facilities to appointed CRC & SHREE CLINICAL SERVICES PVT LTD in order to perform clinical trials activities under respected PI.
- Hospital will allow SHREE CLINICAL SERVICES PVT LTD and Sponsors of Clinical trials to access the facility to verify source documents.
- Hospital will allow SHREE CLINICAL SERVICES PVT LTD to bring Sponsors of clinical trials to meet with PI/SITE representatives at a mutually convenient time.
- Hospital shall permit SHREE CLINICAL SERVICES PVT LTD to exclusively manage all clinical trial commenced by SHREE CLINICAL SERVICES PVT LTD Services

C. Term of Agreement

The term of this Agreement shall be for a period of 10 years commencing on the effective date 08st July 2024. However, this Agreement shall be reviewed annually by both parties if needed.

D. Relationship of the parties

1. Hospital and SHREE CLINICAL SERVICES PVT LTD are independent parties. Both parties agree that their relationship is that of an independent contractor and not employer and employee.
2. Neither party shall have express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this Agreement.

E. GCP, ICH and CFR compliance

Hospital agrees to comply with International Conference of Harmonization & Good Clinical Practices (ICH-GCP) and all India regulations, CDSCO requirement and circulars there under.

F. Confidentiality

1. The parties here recognize and agree that due to the complex and competitive nature of the business, the confidential of information concerning both parties Is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all Information or information relative to the work or the business of either party without the written consent of either party SHREE CLINICAL SERVICES PVT LTD agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information for any reason whatever, without the prior written consent of SITE.

2. Hospital shall not disclose to any third party any and information about new studies received from SHREE CLINICAL SERVICES PVT LTD.

Dean
MGM's Medical College
Aurangabad.

Dr. Deepak Bhosle
Professor and Head
Department of Pharmacology &
Clinical Trial Center
MGM MCH AURANGABAD

SHREE CLINICAL SERVICES PVT LTD. BELAGAVI

G. Indemnification

Hospital shall indemnify and hold harmless SHREE CLINICAL SERVICES PVT LTD against any losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by SITE, its agents, directors or employees, SHREE CLINICAL SERVICES PVT LTD shall indemnify and hold harmless hospital against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of act or commission by SHREE CLINICAL SERVICES PVT LTD, its agents, directors, or employees. In no event will either party be required to indemnify or hold harmless the other's negligence or gross negligence.

H. Compensation and Agreement

1. The Hospital, principal Investigator, SHREE CLINICAL SERVICES PVT LTD Services and Sponsor and/or CRO will enter into a quadripartite clinical trial agreement before/at the time of placement of each trial at the Hospital.
2. All feasibilities and payments shall be routed through SHREE CLINICAL SERVICES PVT LTD and pricing while bidding for the trial shall be discussed mutually and final correspondence with the Sponsor/CRO also would be handled by SHREE CLINICAL SERVICES PVT LTD Services for smooth and hassle-free finalization of Clinical Trial Agreements.
3. Getting payment from sponsor and giving to Hospital and /or Investigator is the responsibility of SHREE CLINICAL SERVICES PVT LTD Services.
4. SHREE CLINICAL SERVICES PVT LTD will be payee name for all trial related payment.
5. All payment shall be due and payable to the hospital on actual work i.e. number of subject randomized or visits completed.
6. The payment of remuneration shall be after deduction of all taxes under applicable laws.
7. All invoices will be requested from the hospital for study payment and all study related payment will be done to MGM Medical College & Hospital, in a period of 15 working days after receiving the payment from the sponsor/CRO.
8. The details of study budget sharing in INR is as follow:
   - **100%** study payment will be paid to SHREE CLINICAL SERVICES PVT LTD from Sponsor/ CRO for each study.
   - **60%** study payment will be paid to Hospital /Principal Investigator from SHREE CLINICAL SERVICES PVT LTD.
   - **40%** study payment fees will be paid to SHREE CLINICAL SERVICES PVT LTD.
   - **100%** CRC fees will be paid to SHREE CLINICAL SERVICES PVT LTD from sponsor /CRO.
   - Additional **30%** Institutional overhead will be paid from SHREE CLINICAL SERVICES PVT LTD received from sponsor/CRO.
   - SHREE CLINICAL SERVICES PVT LTD will pay Lab Cost, subject Hospitalization, SAE Medical Management charges at actual basis to Hospital /Principal Investigator received from sponsor /CRO.

(**Note**: Hospital should provide dedicated working printer, stationary, Electricity, Working place, Internet connection facility to our study team.)

Dean
MGM's Medical College
Aurangabad.

Dr. Deepak Bhosle
Professor and Head
Department of Pharmacology &
Clinical Trial Center
MGM MCH AURANGABAD

SHREE CLINICAL SERVICES PVT. LTD. BELAGAVI

I. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving sixty (60) days prior written notice by either party after the completion of any ongoing trials.

J. Permission to use personal Information or Statement

For good consideration, the undersigned authorizes SMO and its assigns to use, publish or reprint in whole or part any basic information about my identity, practice, and participation in clinical research including any specific details of my clinical research that do not conflict with a previously contacted privacy agreement.

The two parties shall consult with each other and medicate any disputes which may arise about the contact. If all attempts fail the two parties can appeal to the organization of arbitration in judicial court of the state, India.

SIGNED AND EXECUTED BY the "SCR")

SHREE CLINICAL SERVICES PVT LTD)

THROUGH ITS AUTHORISED SIGNATORY)

for SHREE CLINICAL SERVICES PRIVATE LIMITED

DIRECTOR

Mr. Vishweshwar Jakati

Director, Shree Clinical Services Pvt Ltd.

Dr. Deepak Bhosle
Professor and Head
Department of Pharmacology &
Clinical Trial Center
MGM MCH AURANGABAD

SIGNED AND EXECUTED BY the "MGM")

Mahatma Gandhi Mission's (MGM) Medical College & Hospital)

THROUGH ITS AUTHORISED SIGNATORY)

Dr. Deepak Bhosle

Professor & Head
Dept. Of Pharmacology &
Clinical Trial Center.

M.G.M's Medical College Road

29/07/2024

Dean
MGM's Medical College
Aurangabad.

Dr. Rajendra Bohra
DEAN
MGM Medical college & Hospital.
Aurangabad, Maharashtra, India.

MGM COPY

MEGAVISION LABS

The Histopathology Specialist

"Millennium Star", 3rd & 4th Floor, Office No. 305 & 410, Near Ruby Hall Clinic,
Dhole Patil Road, Pune - 411 001. ✆ : 8698649008 / 7276138904 **Timing : 8.00 am. to 8.00 pm**

NABL ACCREDITED MC-5623

Speciality centre for Oncopathology, Immunohistochemistry, Renal Biopsies (with immunofluorescence), FNAC, Frozen Section

To,

Date: 19/03/2024

The Dean,
Mahatma Gandhi Mission
Medical College and Hospital, Gate No. 2, MGM Campus, N-6, CIDCO, City: Chatrapati Sambhajinagar (Aurangabad) State: Maharashtra. Pin code: 431 003 Tel: 0240-6482000, Email: mgmmca@themgmgroup.com

Subject: Histopathology, IHC & Nephropathology tie up

Respected Sir,

Greetings from **MegaVision Labs Pvt Ltd Pune - THE Histopathology Specialist.** We would like to collaborate with your esteemed institute for providing **Histopathology, IHC & Nephropathology** services. We are grateful for inviting us to collaborate with your esteemed institute. Hereby, we are submitting our detailed proposal. You are requested to go through our proposal and guide us for further discussion.

A) About MegaVision Labs Pvt Ltd:

1) MegaVision is a **NABL accredited premier Histopathology lab.**
2) MegaVision team has been working in Histopathology for 20+ years and with **doorstep service.**
3) MegaVision has the **largest team of 5 FULL-TIME Histopathologists**
4) MegaVision is led by renowned & highly experienced **Dr Swapnil Karnik (Director)** & **Dr Bhushan Khedkar (Director).** Both are available FULL-TIME.
5) MegaVision provides **Fastest & unmatched reporting** Turn Around Time.
6) Our Histopathologists are always available for **discussion with clinicians/Institutes.**
7) MegaVision is a **Fully automated lab** with the latest technology for **HistoPathology, IHC, 2nd opinion, Frozen Section, Renal biopsy, Fluid Cytology, LBC, PAP smear, FNAC, Special Stains, Direct Immunofluorescence.**
8) In-house **all Comprehensive 110 IHC markers & panels** available

B) MegaVision Management:

1) **Dr Swapnil Karnik - MD** (Total experience 27+ years, post MD)
Founder & Director MegaVision Labs Pvt Ltd, Ex consultant CMC Vellore.
Special interest: Oncopathology, IHC, Renal pathology including Immunofluorescence.

2) **Dr Bhushan Khedkar – MD** (Total experience 18+ years, post MD)
Founder & Director MegaVision Labs Pvt Ltd, Ex Tata Memorial hospital, Mumbai. Special interest: Oncopathology, IHC & Cytology.

C) Services:

1. **HISTOPATHOLOGY** – Reporting/2nd opinion of all general & surgical oncology specimens.
2. **IMMUNOHISTOCHEMISTRY (IHC) – All IHC markers available.** ER, PR, HER2 / neu with Ki67, Lymphoma panel, Sarcoma panel, Metastatic tumor with unknown primary panel, Round cell tumor panel, Neuroendocrine tumor markers. Etc.
3. **REVIEW / 2ND OPINION & FROZEN SECTION.**
4. **RENAL BIOPSY & IMMUNOFLUROSCENCE**
5. **FNAC PROCEDURES & REPORTING/2nd opinion.**
6. **FLUID CYTOLOGY / LIQUID BASED CYTOLOGY/ PAP SMEAR** - All Fluids, Brushings, washings (BAL).
7. **SPECIAL STAINS** - AFB stain, Reticulin, Congored, PAS & PAS D, SM stain for fungus, Jone's silver.
8. **DIRECT IMMUNOFLUROSCENCE** - IgG, IgM, IgA & C3, Kappa, Lambda, C1q for reporting of Renal Biopsies and Skin Biopsies.
9. **MOLECULAR TESTS**

This MOU is Valid from 01/04/2024 to 31/03/2026. Mutually agreeable terms are as below:

1) Please keep specimen in wide mouth container in 10% formalin after surgery / procedure.
2) Please fix cytology / FNAC smears in methanol / cytofix spray, in a sterile container.
3) Doorstep logistics service for reports dispatch, blocks & slides pickup at our cost.
4) The grossing/processing/staining & reporting will be done at our end.
5) Once the reports are ready, PDF copy will be sent on registered email id, followed by hard copy of the report with blocks & slides. We will provide stained slides of IHC along with block & report.
6) Turnaround time (TAT): TAT starts once the specimen reaches lab.

a) FNAC / Cytology: 1-2 day, b) small biopsies: 2 - 3 days, c) large specimen: 4 - 5 days
d) IHC: 3-5 days, e) Frozen Section: 20-30 minutes f) Review / 2nd opinion: 1-2 days

7)Previous HPE reports/Other investigation reports to be submitted along with Slide/Blocks & specimens.
8)Billing: **Monthly billing.** (Invoice will be sent by 7th day of the month and to be paid by 15th day of the same month.)

A/C No. -916020049102954 , Axis Bank. Bund garden Branch, D.P Rd, Pune IFS Code: UTIB0000073 MICR Code –411211003 , PAN No. AAKCM5097J

For MegaVision Labs Pvt Ltd

Dr Swapnil Karnik
Director

Dr Bhushan Khedkar
Director

Megavision Labs Pvt. Ltd. Pune

For MGM

Dean / Authorized Signatory

MGM's Medical College Aurangabad.

MegaVision Labs Pvt Ltd.

3rd floor, Milennium Star, DP road, near Ruby Hospital, Pune-411001 Website: www.Megavisionlabs.com
Contact: 8698649008/ 7276138904

Note: 1) Please keep specimen in wide mouth container in 10% formalin after surgery / procedure.
2) Please fix cytology / FNAC smears in methanol / cytofix spray.
3) TAT - 1 working day to 6 working days depending upon sample size , logistics time & tests to be carried out. 4) Previous HPE reports/Other investigation reports to be submitted along with Slide/Blocks & specimens.

Test Name / Panel Name	Code	MRP	Special rates for MGM
IMMUNOHISTOCHEMISTRY (TAT=3-5 Days)			
ER, PR & HER2neu	IHC1	4000	2400
ER, PR	IHC2	3000	1600
HER2neu	IHC3	2000	1000
IHC-Breast cancer (4 Marker ER,PR,Her2,Ki67)	IHC4	5000	3200
IHC mini panel upto 3 markers	IHC-SM	4500	2400
IHC panel upto 5 markers	IHC-MED	7000	3900
Extended IHC panel / Lymphoma panel	IHC-LG	8000	5100
Any single IHC marker	IHC5	2000	900
C4D (IHC or IF)	IHC R	3500	2500
MSI panel	IHC-MSI	8000	5100
Full Diagnosis Panel (Unlimited Markers)	IHC-FD	9000	5100
Biopsy with reflex IHC panel	IHC-6	4000	2500
IHC Staining only (Per marker charges)	IHC-ST	1200	800
2ND OPINION / REVIEW (TAT=2-3 Days)	BRV	1200	720
RENAL BIOPSY (TAT=4-5 Days)			
RENAL BIOPSY 1 BOTTLE (PARAFFIN ONLY)	RNL1	2500	1500
RENAL BIOPSY 2 BOTTLE :LM , IF (IgG,IgA,IgM,C3,C1q)	RNL2	6000	4000
RENAL BIOPSY 3 BOTTLE (PARAFFIN, IF AND EM)	RNL3	13500	11500
RENAL BIOPSY - Kappa,lambda	RNL4	3500	2400
RENAL BIOPSY ALLOGRAFT RENAL BIOPSY WITH C4D (WITHOUT IF)	RNL5	5500	4500
ELECTRON MICROSCOPY (TAT-3 Weeks)	RNL6	8500	7000
PAS STAIN (PERIODIC ACID SCHIFF STAIN)	RNL7	500	300
Special Stains (SM,Congo Red, ZN, Fite Farraco,MT)	RNL7	500	300
SV40 (BKV Virus)	RNL8	2000	1500
CMV	RNK9	2000	1500
Special Stains (TAT=1-2 Days) Silver Methamamine, Mason's Trichrome Stain, Congo Red, Fite Farraco, ZN stain, Gram Stain, PAS STAIN (PERIODIC ACID SCHIFF)	SPS	600	300
Skin/Eye biopsy with IF (TAT=3-5 Days)	SPL1	4500	3000
Note: Rates are subject to change depending on the the change in the processing cost, Kits, antibodies, markers, etc.			

MEGAVISION LABS PVT. LTD * PUNE

MEGAVISION LABS
The Histopathology Specialist
"Millennium Star", 3rd & 4th Floor, Office No. 305 & 410, Near Ruby Hall Clinic,
Dhole Patil Road, Pune - 411 001. ✆ : 8698649008 / 7276138904 **Timing : 8.00 am. to 8.00 pm**
NABL ACCREDITED
MC-5523
Speciality centre for Oncopathology, Immunohistochemistry, Renal Biopsies (with immunofluorescence), FNAC, Frozen Section

To,

Date: 05/07/2024

Dr C. P. Bhale,

HOD & Professor - Pathology Department,
MGM Medical College & Hospital, Gate No. 2, MGM Campus, N-6, CIDCO, City: Chatrapati Sambhajinagar (Aurangabad) State: Maharashtra. Pin code: 431 003

Subject: 2 weeks Training at Megavision Labs – Pune

Respected sir,

We are really grateful to you for having a tie up with Megavision labs to serve your Oncopathology, Renal Pathology, etc service requirements.

Hereby, we would like to confirm that we will provide 2 weeks training to your final year PG students at our central lab situated at below address:

Megavision Labs Pvt Ltd

3rd & 4th floor, Millennium Star,

DP road, near Ruby Hall Clinic, Pune-411001

Looking forward to a long-term association with your esteemed institution.

Dr Swapnil Karnik
Director

MEGAVISION LABS PVT. LTD. PUNE

Dr Bhushan Khedkar
Director

Date:26-07-2024

ADDENDUM TO CURRENT MEMORANDUM OF UNDERSTANDING

Metropolis Healthcare Ltd-Kurla (GRL-Vidyavihar) is a NABL ISO 15189-2012 & CAP-accredited Laboratory.

Metropolis Healthcare Ltd-Kurla (GRL-Vidyavihar) agrees to accept samples as and when required from MGM Medical College Aurangabad (Ch Sambhajinagar), for example in the following situations.

1. As a part of the inter-lab comparison
2. As a backup for the laboratory: In case of breakdown of the instrument, non-availability of the test due to any reason.
3. For outsourcing of test for a second opinion.

Metropolis Healthcare Ltd-Kurla (GRL-Vidyavihar) agrees to provide the NABL scope and communicate critical alerts to the Lab.

1. A list of laboratory services is available online as below (TAT, Sample type. etc) https://dos.metropolisindia.com/

2. A list of critical alerts is attached to this supplement.

3. All Dispute resolution will be conducted under the Mumbai Jurisdiction

This arrangement comes into operation from the date of the signing of an agreement between both parties from 01-04-2023 to 31-03-2025.

Signature Authority of Central Lab of
MGM Hospital, Aurangabad.

Dr. SACHIN KALE
MD. PATHOLOGY
INCHARGE. CENTRAL LAB
REG.NO. 82775

Signature Authority of
Metropolis Healthcare Ltd.

Dr. Santosh Bhokare
M.D.Pathology
Reg no MCI 16-23238
Metropolis Healthcare ltd
Shop no. 1 & 2, Pride enigma
phase-2, Shivajinagar
road,Sutgirani chowk,Aurangabad-

Date: 01-04-2024

Subject: Regarding Extension of Memorandum of Agreement between

1.M/s Siddhi Metropolis Healthcare Authorized Franchise and Associate Reference Center of Metropolis Healthcare Ltd. Address: Near Brain Hospital, Nutan Colony, Aurangabad, MH-4310005.

And

2. Metropolis Healthcare Ltd
A company registered under the Companies Act, 1956 having its registered office at 250 D, Udyog Bhavan, Hind Cycle Marg, Worli, Mumbai, MH-400 030.

And

3. M.G.M Medical College and Hospital
having its registered address at N-6, CIDCO, Aurangabad, Maharashtra.
To M.G.M Medical college and Hospital, Aurangabad, MH-431005

This is to inform you that our tri-party MoA between M/s Siddhi Metropolis Healthcare and Metropolis Healthcare Ltd and M.G.M Hospital had lapsed on 31 Mar 2024.

So, I request you to consider this as an extension of this MoA from 01-04-2024 to 31-03-2025 Between the following parties:

1. M/s Siddhi Metropolis Healthcare Authorized Franchise and Associate Reference Center of Metropolis Healthcare Ltd. Address: Near Brain Hospital, Nutan Colony, Aurangabad. Through its Director.

And

2. Metropolis Healthcare Ltd A company registered under the Companies Act, 1956 having its registered office at 250 D, Udyog Bhavan, Hind Cycle Marg, Worli, Mumbai – 400 030. Through its Authorized representative.

And

3. M.G.M Medical College and Hospital having its registered address at N-6, CIDCO, Aurangabad, Maharashtra. Through its Authorized representative.

Authorized Representative
M.G.M Medical College and Hospital
Healthcare.

DEAN
MGM'S MEDICAL COLLEGE
AURANGABAD

Sachin Lokmanwar
Authorized Representative
Metropolis Healthcare Ltd.

Babu Banswal
Director at Siddhi
Metropolis

Date: 01-04-2023

Subject: Regarding Extension of Memorandum of Agreement between

1.M/s Siddhi Metropolis Healthcare Authorized Franchise and Associate Reference Center of Metropolis Healthcare Ltd. Address: Near Brain Hospital, Nutan Colony, Aurangabad, MH-4310005.

And

2. Metropolis Healthcare Ltd
A company registered under the companies Act, 1956 having it's registered office at 250 D, udyog bhavan, hind cycle marg, worli, Mumbai, MH-400 030.

And

3. M.G.M Medical College and Hospital
having its registered address at N-6, CIDCO, Aurangabad, Maharashtra.
To M.G.M Medical college and Hospital, Aurangabad, MH-431005

This is to inform you that our tri-party MoA between M/s Siddhi Metropolis Healthcare and Metropolis healthcare Ltd and M.G.M hospital had been lapsed on 31 Mar 2023.

So, I request you to consider this is an extension of this MoA from 01-04-2023 to 31-03-2024 Between following parties:

1. M/s Siddhi Metropolis Healthcare Authorized Franchise and Associate Reference Center of Metropolis Healthcare Ltd. Address: Near Brain Hospital, Nutan Colony, Aurangabad. Through its Director.

And

2. Metropolis Healthcare Ltd A company registered under the companies Act, 1956 having it's registered office at 250 D, udyog bhavan, hind cycle marg, worli, Mumbai – 400 030. Through its Authorized representative.

And

3. M.G.M Medical College and Hospital having its registered address at N-6, CIDCO, Aurangabad, Maharashtra. Through its Authorized representative.

Authorized Representative
M.G.M Medical college and Hospital

Sachin Lokmanwar
Authorized Representative
Metropolis Healthcare Ltd.

Babu Banswal
Director at Siddhi
Metropolis Healthcare.

National Accreditation Board for Testing and Calibration Laboratories

NABL

CERTIFICATE OF ACCREDITATION

ANJALI PATHOLOGY LABORATORY

has been assessed and accredited in accordance with the standard

ISO 15189:2012

"Medical laboratories - Requirements for quality and competence"

for its facilities at

SHREE GANESH HOS, CIDCO N-9 D, AURANGABAD, MAHARASHTRA, INDIA

in the field of

Medical Testing

Certificate Number: MC-3134

Issue Date: 21/02/2022 Valid Until: 20/02/2024

This certificate remains valid for the Scope of Accreditation as specified in the annexure subject to continued satisfactory compliance to the above standard & the relevant requirements of NABL.
(To see the scope of accreditation of this laboratory, you may also visit NABL website www.nabl-india.org)

Name of Legal Identity: ANJALI PATHOLOGY LABORATORY

Signed for and on behalf of NABL

N. Venkateswaran
Chief Executive Officer

Date: 05/01/2023

Memorandum of Understanding

Hereby an MOU is executed between Pathology Laboratory Kamalnayan Bajaj Hospital, Aurangabad & Pathology laboratory of MGM Medical college and hospital, Aurangabad whereby both Laboratory can send samples for Pathology testing to each other in event of equipment failure, Interlab Comparison including cytology slides and histopathology cassettes/blocks for processing.

Both Pathology Laboratories are NABL Accreditated & will send one Xerox copy of recent NABL Certificate & scope of Accreditation to each other.

The charges of outsourced pathology tests will be as per Pathology Lab Charges of Respective Hospitals.

Both Pathology Laboratory will maintain the confidentiality of test reports. This Memorandum is valid for the period of 3 years provided that both labs possess valid NABL Certificates.

Laboratory Director
MGM Medical college & hospital
Aurangabad.

Laboratory Director
Kamalnayan Bajaj Hospital
Pathology Laboratory
Aurangabad.

NABH
H-2021-0835
July 25, 2021-July 24, 2024

Format No. : FMT/AM/07

Dr. Hedgewar Rugnalaya

Garkheda, Aurangabad - 431 005.
Phone : (0240) 2245000
Fax/Phone : (0240) 2341849
E-mail : contact@hedgewar.org

MEMORANDUM OF UNDERSTANDING

BETWEEN

SMT. R.R.B. PATHOLOGY LABORATORY, DR. HEDGEWAR HOSPITAL, AURANGABAD.

AND

M.G.M. LABORATORY, M.G.M. MEDICAL COLLEGE & HOSPITAL Executed & signed on 04 January 2023.

Agreement will be valid for period of 03 years from the date of agreement.

Both parties Smt. R.R.B. Pathology Laboratory and M.G.M. Pathology Laboratory agree to establish an association to provide services to each after in case of any equipment breakdowns considering the tests enlisted in N.A.B.L. scope and will also provide N.A.B.L. certificate and scope for reference.

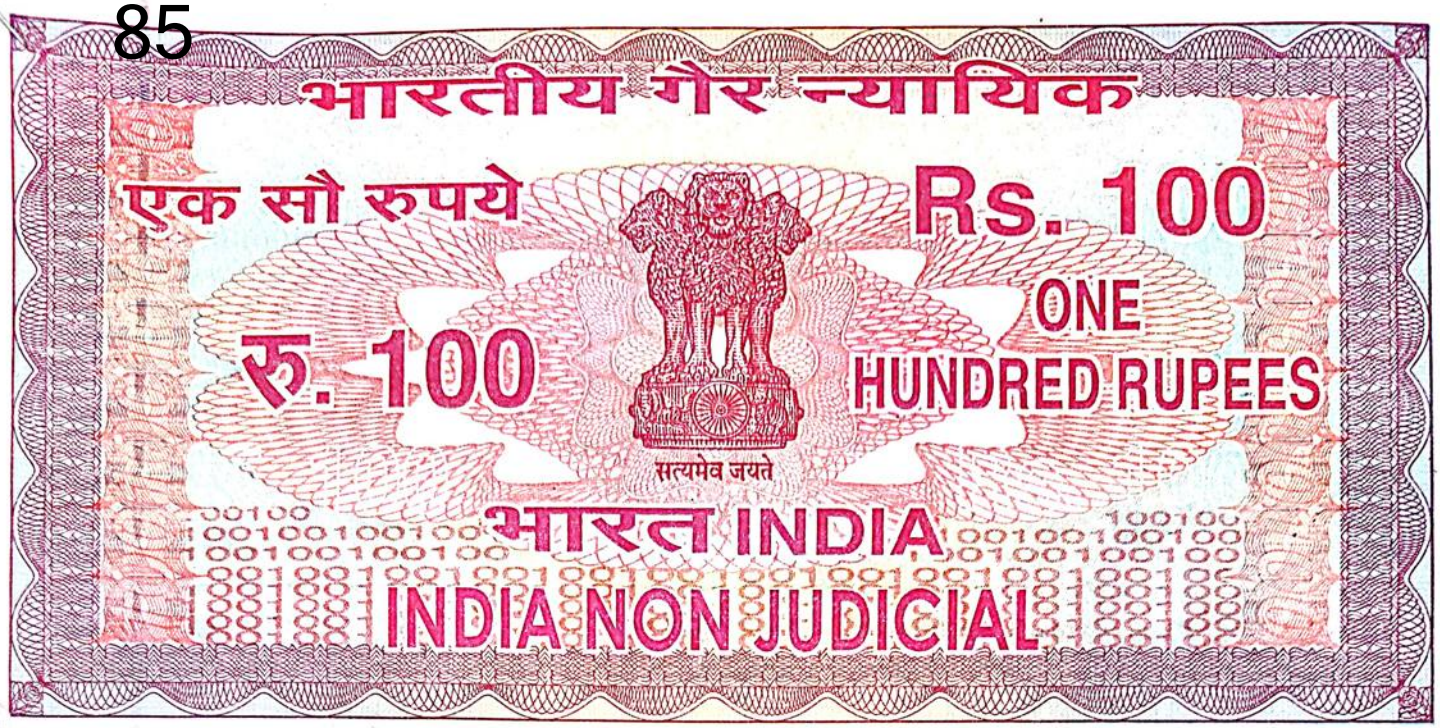
Both parties agree to support each other in case of any need.

Thanks and Regards

Dr. Shilpa Vaishnav
Head Of Dept.
Smt. R.R.B. Pathology Lab.
Dr. Hedgewar Hospital,
Aurangabad.

Dr. Hedgewar Rugnalaya Garkheda, Aurangabad Smt. R.R.B. Pathology Lab

Dr. Sachin Kale
M.G.M. Lab, Medical College
& Hospital,
Aurangabad.



महाराष्ट्र MAHARASHTRA ◐ 2023 ◐ 71AA 587650

जिल्हा कोषागार कार्यालय छ. संभाजीनगर
05 APR 2024
मुद्रांक प्रमुख लिपीक
व.को.अ. छत्रपती संभाजीनगर

अ.क्र. 203 दिनांक 08/04/2024 किंमत 100
हस्ते Bhatt Dadeshan, for Kitchandani
कोषागारिता Seal

श्री.अलका सुभाष मगठे अधिकृत मुद्रांक विक्रेता परवाना क्र. 3101043 प्लॉट नं-6 सिडको औरंगाबाद

AGREEMENT

This Agreement is for supply of surplus human plasma (herein referred to as **"Agreement"**) entered on this .....16/04/24.....by and between:

M/s.Dean, Mahatma Gandhi Mission Medical College & Hosp. Blood Centre, operating a Blood Centre,having **License No.28-C AD/BB/018** running at N-6,Town Centre, New Aurangabad,Aurangabad (Maharashtra) (Hereinafter referred to as "**Blood Centre**", which expression unless repugnant to the context or otherwise include its successors, assigns and legal representatives) of the One Part.

AND

Intas Pharmaceuticals Limited, a company incorporated under the Companies Act, 1956, having its registered office at Corporate House, Near Sola Bridge, S.G. Highway, Thaltej, Ahmedabad–380054, Gujarat, India, (hereinafter referred to as "**Intas**", which expression unless repugnant to the context or otherwise include its successors, assigns and legal representatives) of the Other Part.

Blood Centre and **Intas** are hereinafter individually or collectively referred to as the "Party" or the "Parties".

BLOOD CENTRE
MGM'S MEDICAL COLLEGE & HOSPITAL
AURANGABAD

INTAS PHARMACEUTICALS LTD. PLASMA AHMEDABAD

M/s. **Dean, Mahatma Gandhi Mission Medical College & Hosp. Blood Centre.**
*Address:*N-6, Town Centre, New Aurangabad, Aurangabad (Maharashtra)

Attention: BTO Blood Bank
Contact No.: 9890594109/9421383681

Either Party shall not use the brand name, logo, mark or any other intellectual property in any manner whatsoever, without a prior written approval from the other Party.

Neither Party shall make or permit any person to make any public announcement concerning this Agreement without the prior written consent of the other Party.

This Agreement may be signed in two counterparts, each of which when signed and dated shall constitute an original of this Agreement but all the counterparts shall together constitute the same Agreement.

EXECUTED ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

For **Intas Pharmaceuticals Ltd**

(With Seal)

(Authorized Signatory)

Witness 1:

(Pratik Patel)Name:

Witness 2:

(Harshita Chauhan) Name:

For,**M/s Dean,Mahatma Gandhi Mission Medical College & Hosp. Blood Centre.**
(With Seal)

(Authorized Signatory)

DEAN
MGM'S MEDICAL COLLEGE
AURANGABAD

Mo.

Witness 1: Dr. R. Bohra.
Dean

BLOOD CENTRE
MGM'S MEDICAL COLLEGE & HOSPITAL
AURANGABAD

Mo. 9730892400

Witness 2: Dr. Rohini Shewale.

Mo. 9881177615.

Witness 2: Gayke M. A.

INTAS PHARMACEUTICALS LTD. INTAS PLASMA AHMEDABAD

BLOOD CENTRE
MGM'S MEDICAL COLLEGE & HOSPITAL
AURANGABAD

कोषागार कार्यालय औरंगाबाद
- 3 SEP 2021
मुद्रांक प्रमुख लिपीक
ए.को.व औरंगाबाद.

MAHARASHTRA ◐ 2020 ◐ YC 099888

पक्ष दिनांक किंमत
30,529 ९।९।२१ ५०
वस्ते कोणाकरित
गोतम कोयले — G.Kolekar रतपही

प्रमोद म. कुलकर्णी
मुद्रांक विक्रेता
एन-६,सिडको, औरंगाबाद
Licence No. 3101056

MEMORANDUM OF UNDERSTANDING FOR BLOOD & BLOOD COMPONENTS

This MOU (MEMORANDUM OF UNDERSTANDING FOR BLOOD & BLOOD COMPONENTS SUPPLY OF MGM MEDICAL COLLEGE & HOSPITAL BLOOD BANK) is prepared at Aurangabad on 26/7/2021 ---------- between **Dattaji Bhale Blood Bank**,C/o Dr Hedgewar Hospital campus, Aurangabad-431005 (Dattaji Bhale Blood Bank referred as Blood Bank or Dattaji Bhale Blood Bank for the sake of brevity) Represented by Dr.Manju Kulkarni, Medical Director, Dattaji Bhale Blood Bank.

AND

MGM Medical College & Hospital Blood Bank Aurangabad.

MGM Medical college & Hospital Blood Bank (situated 1.5 km from Dattaji Bhale Blood bank) is a centre providing services of blood processing & distribution of blood to those in need. MGM medical college & Hospital Blood Bank has principally agreed for the association as they will be benefited out of this arrangement without losing their independent identity.

or processed by it shall be in compliance at all times during the period of supply, with all applicable statutory requirements in force at all times.

8.Dattaji Bhale Blood centre shall make available all required regulatory approvals and necessary licenses, registrations and authorizations etc for audit and verification by MGM Medical College & Hospital Blood Centre.

9. MGM Medical College & Hospital Blood centre shall ask for the requisite quantity of blood bags as and when required.

10. The charges will be recovered from patient's relatives direct by the Dattaji Bhale Blood Centre, Aurangabad.

TERM & TERMINATION

This MOU shall be valid for three year from the date of signing by parties. In the event this MOU becomes unworkable, for any reasons, the parties to discuss in detail and arrive at fair, reasonable and mutually acceptable terms failing which parties shall agree to terminate this MOU. Any or all disputes related to this understanding, shall be settled amicably between the parties.

Executed: 26/07/2021

For

MGM Medical College & Hospital Blood Centre

Aurangabad.

Dr. Rohini Shewale.

Authorized signatory

Witness:

1. Mr. Gaylke M.A.

( )

2. Mr- Koranne G.K.

( )

For

Dattaji Bhale Blood Centre

Aurangabad.

Dattaji Bhale Blood Centre Aurangabad FDA Licence No. AD/BB/011 Dt. 20/12/2001

Authorized signatory

Witness:

1. Sudarshan Dongre

(Sushma Dongre)

2.

(Ajit Kale)

Reliance Life Sciences Pvt. Ltd.
R-282,TTC Area of MIDC, Thane - Belapur Road
Rabale, Navi Mumbai - 400701, Maharashtra, India.
Phone: +91-22-3533 8000 . Fax: +91-22-3533 8099

Reliance
Life Sciences

VC-369156

Agreement

This agreement made and entered into at Mumbai on 01st day of May 2023 (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

Dean, Mahatma Gandhi Mission Medical College & Hosp. Blood Centre a Registered Blood Centre having its office at N-6, Town Centre, CIDCO, New Aurangabad, Aurangabad – 431003, Maharashtra, (Hereinafter referred to as "**MGMAM**") 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. **MGMAM** has represented to **RLS** that **MGMAM** is registered, as a Private blood centre and is located at Aurangabad, Maharashtra.

B. **MGMAM** has represented to **RLS** that they possess necessary and valid license in form 28C 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 28C is provided to **RLS** and is attached hereto to this Agreement as Annexure 4.

C. **MGMAM** 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. **MGMAM** 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 **MGMAM**, **RLS** has agreed to procure surplus plasma from **MGMAM** on the terms and conditions as stated hereunder.

DEAN
MGM'S MEDICAL COLLEGE
AURANGABAD

Reliance Life Sciences Pvt. Ltd. (Navi Mumbai)

MAHILA AROGYA SASHAKTIKARAN & SANVARDHAN (MASS)

MEMORANDUM OF UNDERSTANDING

In associations with

* Health Department,
Zilla Parishad, Aurangabad *

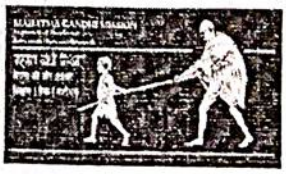
with

* Mahatma Gandhi Mission,
Medical college and Hospital, Aurangabad *

with

* GeBBS Foundation, India *

GeBBS
HEALTHCARE SOLUTIONS



महिला आरोग्य सशक्तीकरण आणि संवर्धन

"Mahila Arogya Sashaktikaran & Sanvardhan" (MASS)

महिला आरोग्य संवर्धन कार्यक्रम राबविण्यासाठी खालीलप्रमाणे समिती स्थापन गठीत करण्याचे अनुषंगाने प्रस्ताव :

१.	मा.मुख्य कार्यकारी अधिकारी	-	समिती अध्यक्ष
२.	एम.जी.एम. संस्था प्रतिनिधी	-	समिती सदस्य
३.	G.E.B.B.S. Foundation, India प्रतिनिधी	-	समिती सदस्य
४.	नोडल अधिकारी (एम.जी.एम.) (MAS)	-	समिती सदस्य
५.	नोडल अधिकारी,(साथरोग वैद्यकिय अधिकारी,आरोग्य विभाग,जि.प.)	-	समिती सदस्य
६.	जिल्हा आरोग्य अधिकारी	-	समिती सदस्य सचिव

महिला आरोग्य संवर्धन कार्यक्रमात अंतर्भुत बाबी :

- आशा स्वयंसेविकांद्वारे घरोघरी जावून महिलांचे सर्वेक्षण करणे - मानधन
- सर्वेक्षीत महिलांची आरोग्य तपासणी करीता शिबीरांचे आयोजन
- आरोग्य तपासणी अंतर्गत महिलांच्या रोगनिदान चाचण्या
- पुढील उपचार(संदर्भ सेवा),तपासणी, पुनर्भेट तपासणीसाठी आरोग्य तपासणी कार्डचे वाटप
- संदर्भसेवेकरीता वाहन व्यवस्था
- मोफत तपासणी व औषधोपचार
- अहवाल संकलन,पृथक्करण व सादरीकरण (एम.जी.एम.,गीब्स,आरोग्य विभाग,जि.प.)
- आंतररुग्णांची निवास व भोजन व्यवस्था.

महिला आरोग्य संवर्धन कार्यप्रणाली :

1 **आशा गृहभेट :**
आशा स्वयंसेविकामार्फत गृहभेटीद्वारे महिलाच्या आजाराची माहिती संकलन

2 **गटप्रवर्तक :**
आशा स्वयंसेविकांमार्फत प्राप्त अहवालांचे संकलन व वैद्यकिय अधिकारी यांना सादरीकरण

3 **वैद्यकिय अधिकारी :**
आशा स्वयंसेविकामार्फत प्राप्त अहवालांची पडताळणी करुन जिल्हा नोडल अधिकारी (जि.प.) यांचेकडे विस्तृत अहवाल सादरीकरण

4 **नोडल अधिकारी (जि.प) :**
वैद्यकिय अधिकारी यांचेमार्फत प्राप्त अहवालाविषयी नोडल अधिकारी (एम.जी.एम.)यांचेशी प्रत्यक्ष चर्चा करुन शिबिराचे ठिकाण,तारीख व वेळ ठरवतील.

5 **शिबिराचे आयोजन :**
शिबिराचे आयोजन करुन महिलांची तपासणी, रोगनिदान व संदर्भ सेवा

6 एम.जी.एम. नोडल अधिकारी (MAS) हे गीब्स संस्था व आरोग्य विभाग, जि.प.औरंगाबाद यांना बैठकीदरम्यान झालेल्या कामाचा अहवाल,सुचना,सुधारण याबात अवगत करतील.

आरोग्य विभाग, जिल्हा परिषद, औरंगाबाद

जा.क्र./जिपऔ/आरोग्य/कावि/ /२०२३
कार्यालय:-आरोग्य विभाग, जिल्हा परिषद,औरंगाबाद
दिनांक :-०९/05/2023

सामंजस्य करार

विषय :- **औरंगाबाद जिल्ह्यातील ग्रामीण भागांमध्ये महिलांसाठी मोफत रोग निदान व उपचार कार्यक्रम दि. 10 मे 2023 ते 31 मार्च 2027 पर्यंत राबविणे**

संदर्भ:- दिनांक 9 मे 2023 रोजी **GeBBS Foundation, India** यांनी दिलेले पत्र

उपरोक्त नमूद विषयात अन्वये औरंगाबाद जिल्ह्यातील ग्रामीण भागातील महिलांसाठी मोफत आरोग्य तपासणी व रोग निदान कार्यक्रम दि. 10 मे 2023 ते 31 मार्च 2027 पर्यंत राबविण्यासाठी आरोग्य विभाग जिल्हा परिषद औरंगाबाद व महात्मा गांधी मिशन मेडिकल कॉलेज औरंगाबाद तसेच **GeBBS Foundation, India** यांच्या संयुक्त विद्यमाने सदर कार्यक्रमावर होण्यासाठी जिल्हा परिषद आरोग्य विभाग यांच्या वतीने परवानगी देण्यात येत आहे.

या उपक्रमाद्वारे ग्रामीण, दुर्गम, डोंगरी व दळणवळणाची साधने नसणाऱ्या गाव, उपकेंद्र किंवा प्राथमिक आरोग्य केंद्राच्या ठिकाणी महिलांची सर्वांगीण आरोग्य तपासणी व्हावी ज्यामध्ये VIA screening, Pap Smear, Colposcopy, Clinical Breast Examination, Oral cancer Examination तसेच इतर गंभीर आजारांची लक्षणे शोधून वेळीच रोगनिदान व उपचार व्हावे या हेतूने महिला आरोग्य सशक्तिकरण व संवर्धन **Mahila Aarogya Sashaktikaran & Sanvardhan (MASS)** कार्यक्रम राबविण्याचे ठरले आहे.

या नावीन्यपूर्ण उपक्रमामध्ये रोग निदान झालेल्या महिला रुग्णांना मोफत उपचाराची सुविधा एमजीएम वैद्यकीय महाविद्यालय, औरंगाबाद येथे **GeBBS Foundation, India** च्या मदतीने करण्यात येईल. हा समाजाभिमुख उपक्रम आरोग्य विभाग, जिल्हा परिषद, औरंगाबाद, एमजीएम वैद्यकीय महाविद्यालय, औरंगाबाद आणि **GeBBS Foundation, India** याच्या संयुक्त सहभागाने राबविण्यात येणार आहे. यासाठी जिल्हा परिषद आरोग्य विभाग यांच्यावर कोणत्याही स्वरूपाचा आर्थिक बोजा पडणार नाही.

करिता वरील प्रमाणे सामंजस्य करार करण्यात येत आहे.

अध्यक्ष , GeBBS Foundation, India	**अधिष्ठाता** एमजीएम, वैद्यकीय महाविद्यालय औरंगाबाद	**जिल्हा आरोग्य अधिकारी** जिल्हा परिषद, औरंगाबाद	**मुख्य कार्यकारी अधिकारी** जिल्हा परिषद, औरंगाबाद

89

J. Mitra & Co. Pvt. Ltd.

ecialised Services for Medical Industrial
oratory Equipment and Diagnostic Reagents

A-180-181, Okhla Ind. Area, Phase - I, New Delhi - 110 020
Ph.: 0091-11-47130300, 47130500, 26818973, 26810133
E-mail : jmitra@jmitra.co.in Internet : www.jmitra.co.in
CIN: U52110DL1969PTC005010

MOU

Between

J Mitra & CO.PVT.LTD

And

Professor & HOD, Microbiology Department, MGM's Medical College & Hospital, Aurangabad.

This Memorandum Of Understanding is entered as of date from 6th June 2023 to 30th August 2023 by & between the Professor & HOD of Microbiology Department, MGM's Medical College, Aurangabad & J Mitra & Co. Pvt. Ltd.

The MOU has entered because the parties :

RECOGNIZE the mutual interest in the field of research, & efficacy of test.

RECOGNIZE the importance of research, preclinical, & clinical role in promoting industry collaboration & increased contribution.

Therefore the MOU will enable the parties to:

FOSTER research collaboration among the parties herein.

SET the ground for efficacy testing of Advantage Typhi IgM &IgG Card test kit.

STRENGTHEN the research development by exchanging the knowledge.

PROVIDE sufficient knowledge to students of the institution.

The parties hereby agree to establish collaboration according to the references as stipulated hereinabove.

Professor & HOD

Microbiology Department

MGM's Medical College & Hospital.

Authorized Signatory

Head Technical

J Mitra & CO.PVT.LTD

Mahatma Gandhi Mission's
Medical College & Hospital
N-6 CIDCO, Aurangabad - 431 003, Maharashtra
Department of Microbiology
Tel.: 0240-6482000 email: microbiology@mgmmcha.org Website: www.mgmmcha.org

Mgm/Micro/2023/Out No:-

Date:- 10/06/2023

To
The Dean.
MGM Medical College,
Aurangabad.

Sub :- Permission for evaluation of Immunochromatographic card test (IgG & IgM) for diagnosis of enteric fever.

Respected Sir,

This is to bring to your kind concern that J. Mitra & Co. want to evaluate positive serum samples by slide widal test received in microbiology laboratory by their recently develop Immunochromatographic card test (IgG & IgM) for diagnosis of enteric fever, under my supervision. The study will be conducted from 6th June 2023 to 30th August 2023. Immunochromatographic card test (IgG & IgM) kits will be provided by J. Mitra & Co. I am also attaching the M.O.U. between J. Mitra & Co. & Microbiology Department for your information.

We request your permission for the same.

Thanking you

Dr. Manjushree Mulay
Prof & Head, Microbiology Department
MGM Medical College, Aurangabad

23, 12:52 PM

MicroMGM aurangabad <mgmmicroabad@gmail.com>

Gmail

Regarding evaluation of Typhi igM & IgG cards

message

20 June 2023 at 11:10

Vinod dhapse <vinod41062@gmail.com>
To: "mgmmicroabad@gmail.com" <mgmmicroabad@gmail.com>
Cc: Shivam Deshpande <shivamd7495@gmail.com>, Rajkishor Mani <tcdpsm@jmitra.co.in>, Sangeeta Gupta <tcmgr@jmitra.co.in>, narayan pawar <narayanpawar0777@gmail.com>

Respected Madam,

As per MOU between J.Mitra Co.PVT. LTD and Microbiology Department, MGM MedicalCollege, Aurangabad. for comparative study of Advantage Typhi IgM &;IgG card test and Widal test for. rapid diagnosis of Typhoid fever, we will provide all the test kits required for the study. The consultancy charges (Rs.40 per test) will be given in the form of free goods.

Thanks & Regards
Vinod Dhapase
APSM (J.Mitra.Co.PVT.LTD)
Mob.No- 9960356619

महाराष्ट्र शासन
उपसंचालक, आरोग्य सेवा परिमंडल, औरंगाबाद
पहिला मजला आरोग्य संकुल महावीर चौक बाबा पेट्रोल पंपासमोर
औरंगाबाद ४३१००१
☎ 0240 - 2331357, 2334254, 2372730.
E mail I.D. :- ddhsabad. @gmail.com

जा.क्र. उसआसे औबाद/आरथा/कक्ष-ब (७/आंतर वा प्र आदेश/ /२०२२ दिनांक २२/०६/२०२२

प्रति,
अधिष्ठाता,
एम जी एम वैद्यकीय महाविद्यालय,
औरंगाबाद

30 JUN 2022

विषय - तात्पुरत्या धर्तीवर महात्मा गांधी मिशन वैद्यकीय महाविद्यालय,औरंगाबाद येथील एम.बी.बी.एस उत्तीर्ण झालेल्या विद्यार्थ्यांना आंतरवासियता प्रशिक्षणासाठी परवानगी देणे बाबत.

संदर्भ :- 1 आपले पत्र क्र.MGM/MCA/No.485/2022 दि.31/03/2022
2. शासननिर्णय क्रमांक एमईडी-1601/प्र.क्र.382/01/शिक्षण-2 दि.08/01/2003
3. शासननिर्णय क्रमांक एमईडी-1601/प्र.क्र.382/01/शिक्षण-2 दि.15/02/2003
4. महाराष्ट्र वैद्यकीय परिषद प्रबंधक यांचे पत्र क्र.मवैप/आंतरवासिता/2019/03316 दि.06/08/2019
5. मा. संचालक, वैद्यकीय शिक्षण व संशोधन, मुंबई यांचे पत्र क्र.संवैशिवसं/ परदेश/एमबीबीएस /आंतरवासिता/2 अ दि.01/01/2022 व दि.14/01/2020
6. मा. संचालक, आरोग्य सेवा आयुक्तालय, मुंबई यांचे पत्र क्र.संआसे/मवैआसे/2अ/टे-7/आंतरवासिता नि.बाबत/ जा.क्र.828-835/20 दि.28/07/2020

उपरोक्त संदर्भीय विषयाच्या अनुषंगाने संदर्भ क्रं १ च्या पत्रान्वये आपण या कार्यालयाकडे आपल्या एम.जी.एम. वैद्यकीय महाविद्यालयातुन एम.बी.बी.एस उत्तीर्ण झालेल्या विद्यार्थ्यांना आंतरवासियता प्रशिक्षणासाठी जिल्हा सामान्य रूग्णालय,औरंगाबाद व ग्रामीण रूग्णालय,खुल्ताबाद,ग्रा.रू बिडकीन,ग्रा.रू.फुलंब्री या ठिकाणी परवानगी देणे बाबत विनंती अर्ज सादर केलेला आहे.

त्या अनुषंगाने आपल्या महाविदयालयातील एम.बी.बी.एस.उत्तीर्ण विद्यार्थांना केवळ तात्पुरत्या स्वरुपात नियमाप्रमाणे अनुज्ञेय शासकीय शुल्क भरणा भरुन आंतरवासियता प्रशिक्षणासाठी जिल्हा सामान्य रूग्णालय,औरंगाबाद तसेच ग्रामीण रूग्णालय,खुल्ताबाद,ग्रा.रू बिडकीन,ग्रा.रू.फुलंब्री या ठिकाणी तात्पुरत्या स्वरुपात परवानगी देण्यात येत आहे.

(डॉ.सुनिता गोल्हाईत) 30/6/22
उपसंचालक
आरोग्य सेवा, औरंगाबाद

प्रत :- मा.सचालक, आरोग्य सेवा आयुक्तालय मुंबई यांना माहीतीस्तव सविनय सादर
प्रत :- जिल्हा शल्यचिकित्सक,जिल्हा रुग्णालय औरंगाबाद यांना माहितीस्तव.
प्रत :- वैद्यकीय अधिक्षक,ग्रामीण रुग्णालय-खुल्ताबाद/बिडकीन/फुलंब्री जि.औरंगाबाद यांना माहितीस्तव

सार्वजनिक आरोग्य विभाग
जिल्हा परिषद-औरंगाबाद (महा.)

जाक्र/जिपऔ/आरोग्य/आस्था-१/ ३०४ /१५
कार्यालय,जिल्हा परिषद-औरंगाबाद
दिनांक : ०२/०२/२०१५

प्रति,

अधिष्ठाता,
महात्मा गांधी वैद्यकिय महाविद्यालय,
औरंगाबाद

विषय : **तात्पुरत्या धर्तीवर महात्मा गांधी मिशन वैद्यकिय महाविद्यालय,औरंगाबाद यांना काम करण्यासाठी परवानगी मिळणे बाबत.**

संदर्भ :
१. मा.उपसंचालक,आरोग्य सेवा औरंगाबाद यांचे पत्रक्र.उसंआसे/४३८६५-६६/९५ दि.०८/११/१९९५
२. मा.उपसंचालक,आरोग्य सेवा औरंगाबाद यांचे पत्रक्र.उसंआसे/१९६०२-६/०८ दि.१४/०८/२००८
३. आपले पत्र क्र.मगामी/एमसीए/क्र.४३८/१४ दि.२९/०९/२०१५

उपरोक्त संदर्भीय विषयाच्या अनूषंगाने आपले पत्र संदर्भ क्र.३ दिनांक २९/०९/२०१४ नुसार मा. उपसंचालक, आरोग्य सेवा-औरंगाबाद यांनी तांत्रिक मार्गदर्शन दिल्यानुसार आपणांस ग्रामिण आरोग्य प्रशिक्षणासाठी प्राथमिक आरोग्य केंद्र वेरुळ,ता.खुलताबाद, प्रा.आ.केंद्र वरुडकाजी,दौलताबाद, ता.औरंगाबाद येथील जागा/कर्मचारी काही अटिंवर वापरण्यास परवानगी देण्यात येत आहे.

तरी, सदरील परवानगी ही तात्पुरत्या स्वरुपाची आहे याची कृपया नोंद घ्यावी.

जिल्हा आरोग्य अधिकारी
जिल्हा परिषद-औरंगाबाद

प्रतिलीपी :
१. डॉ. दिपक तायडे, प्रभारी-आरएचटीसी,एलोरा, एमजीएम वैद्यकिय महा.औरंगाबा यांना माहिती व कार्यवाहीस्तव.
२. तालुका आरोग्य अधिकारी,ता.खुलताबाद,ता.औरंगाबाद यांना माहिती व योग्य कार्यवाहीस्तव.
३. वैद्यकिय अधिकारी,प्रा आ केंद्र वेरुळ,वरुडकाजी,दौलताबाद यांना देवून सुचित करण्यात येते की, महात्मा गांधी मिशन वैद्यकिय महाविद्यालय औरंगाबाद यांना विषयात नमुद केलेल्या बाबींच्या संदर्भात कर्मचाऱ्यांच्या सेवा आवश्यकतेनुसार उपलब्ध करुन द्याव्यात.

Received ..1
Gitas Nirde
06/02/2015

जिल्हा आरोग्य अधिकारी
जिल्हा परिषद,औरंगाबाद.

D:\Year 2015\Gen.Letter -2015.docx

Mahatma Gandhi Mission MAIL

Dept. of Community Medicine
INWARD NO. 65/1/6/2024

MGM Aurangabad <mgmmca@themgmgroup.com>

Allotment of Internship to Foreign Medical Graduates Students

1 message

MMC FMGE <mmcfmgeservices@gmail.com>
To: DEAN MGMMC Aurangabad <mgmmca@themgmgroup.com>

Fri, May 31, 2024 at 5:57 PM

Respected Sir/Madam,

Please find attached herewith the letter regarding allotment of Internship to Foreign Medical Graduates Students.

Thanks and regards

Registrar
Maharashtra Medical Council, Mumbai

Mahatma Gandhi Missions Medical College, Aurangabad.pdf
250K

- I/c Internship

- Academics

01/6

Dr Sweta

Dr Sweta

Maharashtra Medical Council, Mumbai

189-ANAND COMPLEX FIRST FLOOR SANE GURUJI MARG,ARTHUR ROAD NAKA, CHINCHPOKLI(W) MUMBAI-400011

Web site :-www.maharashtramedicalcouncil.in

No.MMC/FMG/Allotment Internship/2024 Date:31/05/2024

To

Dean/Director/Deputy Director/Civil Surgeon

Mahatma Gandhi Missions Medical College, Aurangabad

Sub: Regarding Allotment of Internship to Foreign Medical Graduates.

Ref : i) NMC Letter No : U.15024/17/2022- UGMEB/026187 DATED 14/07/2022
ii)NMC Notification Dated 28.07.2022
iii)NMC Circular Dated 09.05.2023

Sir / Madam,

With respect to above stated subject, the following students has allowed to do Compulsory Rotating Internship Training (CRMI) in your College/Institue/hospital are as follows.

Sr. No.	Appl. No	Merit NO	Marks	Name	Remark
1	20240023876	1	222	VAIBHAV HARIDAS KAKADE	8408855673
2	20240022986	39	200	SHOEB SANJU PATEL	8329092240
3	20240021946	286	171	ALFEEYA ISTYAK DESHMUKH	74105 30250
4	20240023555	302	169	RAHUL DHONDIBA RANMALE	7028456889
5	20240023781	491	161	ABHAY DNYANESHWAR BHOSLE	9011851778
6	20240022629	495	160	RAMESHWAR GOVARDHAN JADHAV	7448135056
7	20240023071	518	159	AFREEN SHAIKH MUNAF SHAIKH	7756062344
8	20240022820	529	159	ANKIT APPASAHEB THENGADE	8007297601
9	20240022213	557	158	YOGESHWARI VIJAY PATIL	7276118350

(10) Saurabh Vinayak Bhatkar
(11) Vikrant Shankarrao patil

Total 09
02
Total (11) FMG-

33	19046	U23027884000697	Sejal Goyal

MAHATMA GANDHI MISSION'S
MEDICAL COLLEGE AND HOSPITAL,
Chh. Sambhajinagar (Aurangabad)

DEPARTMENT OF COMMUNITY MEDICINE

Date: 28/03/2022

To

The Principal

School of Yoga Sciences

MGM Medical College and Hospital,

Chh. Sambhajinagar (Aurangabad)

Subject: Posting of interns as per new gazette.

Ref No.: 580 NEW DELHI, THURSDAY, NOVEMBER 18, 2021/KARTIKA27, 1943

Respected Sir,

With reference to the above mentioned subject and in view of changes made by NMC (National Medical Commission), the interns will be posted for 7 days at School of Yoga Sciences. These changes will be applicable from March 2022 till further notice. Kindly allow the interns to do the posting in your department.

Thanking You,

Internship Incharge
MGM MCH A' bad

HOD
Dept. of Community Medicine
MGM MCH A' bad

M/S M'S Medical College Abad

Dean
MGM MCH A' bad

Copy To:
The Dean
The Deputy Dean
The Medical Superintendent
The Principal, School of Yoga Sciences

MGM INSTITUTE OF HEALTH SCIENCES
(Deemed to be University u/s 3 of UGC Act, 1956)
Grade 'A++' Accredited by NAAC

UNIVERSITY OF LIMERICK
OLLSCOIL LUIMNIGH

MEMORANDUM OF UNDERSTANDING

BETWEEN

University of Limerick (Limerick, Ireland)
AND
MGM Institute of Health Sciences, Navi Mumbai (Maharashtra, India)

The purpose of this Memorandum of Understanding (MOU) between the University of Limerick, hereafter referred to as UL, and MGM Institute of Health Sciences, Navi Mumbai hereafter referred to as MGMIHS, is to facilitate the collaboration between the institutions and to articulate the intention to develop specific models of cooperation between the institutions.

In order to promote cooperation, UL and MGMIHS agree to explore the possibility of developing collaborations which are mutually beneficial to staff and students at both institutions.

This may include:

- Research collaboration in areas of mutual interest
- Cooperation on international seminars, workshops, summer/winter schools
- Development of articulation and progression agreements
- Faculty and student exchange
- Identification and development of key areas of common interest as stand-alone projects

The MOU shall remain in force for three years and may be extended by mutual consent of the two parties. The MOU confirms the intent of both parties to work towards establishing specific Memorandums of Agreement.

Each party shall be responsible for meeting the travel, subsistence and accommodation costs of its own faculty and staff involved in visits associated with this MOU.

Both parties agree to comply with the requirements of the General Data Protection Regulation (EU) (GDPR) 2016/679 and to reasonably assist each other with ensuring compliance.

The MOU is intended by the parties to be non-binding.

Any issue that arise shall be resolved through mutual agreement, and each party covenants that it will make good faith efforts to reach such agreement.

The MOU shall be written in English and shall come into force when signed by the Vice President of UL and Vice Chancellor of MGMIHS.

SIGNED:

Prof. Nigel Healey
VP, Global and Community Engagement
University of Limerick
Limerick, Ireland

Date: 19th June 2024

Dr. Shashank D. Dalvi
Vice Chancellor
MGM Institute of Health Sciences,
Navi Mumbai (Deemed to be University)

Date: 26th June 2024