




VELAMMAL MEDICAL COLLEGE
HOSPITAL AND RESEARCH INSTITUTE
MADURAI - 625009

3.5.2

E-Copies of the MOUs with Institution/Industry/Corporate House

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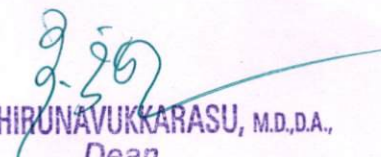

Prof. T. THIRUNAVUKKARASU, M.D.,D.A.,
Dean

Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai-625 009, T.N.



VELAMMAL MEDICAL COLLEGE
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Anuppanadi, Madurai-625 009, T.N.

PROCEEDINGS OF THE DISTRICT COLLECTOR, SIVAGANGA DISTRICT
PRESENT: TMT.S.MALARVIZHI, I.A.S.,

Roc.No.Q2/2509/2013

Dated: 27.04.2017

Sub : District Blindness Control Society, Sivaganga District -NGOs permission to conduct free eye camp for a period of one year from 01.04.2017 to 31.03.2018 – Orders Issued.



Ref : Letter No. 012/DBCS/2017-18, dated 13.04.2017 of the District Programme Manager, District Blindness Control Society, Sivagangai.

ORDER:--

The District Programme Manager, District Blindness Control Society, Sivaganga has submitted proposal seeking permission to conduct free eye camps in Sivaganga District through following five NGOs.

1. Damien Eye Care Centre, Nilakottai.
2. Sankara Eye Centre, Krishnan Koyil.
3. Meenakshi Mission Hospital, Madurai.
4. Aravind Eye Hospital, Madurai.
5. Vellammal Hospital, Madurai-9.

Based on the recommendation of the District Programme Manager, District Blindness Control Society, Sivaganga, the above five NGOs are permitted to conduct free eye camps in Sivaganga District for the period from 01.04.2017 to 31.03.2018 subject to the following condition.

[Handwritten signature]
2/5/17

1. That the organizers of the eye camp of the NGOs should inform the District Collector and the Joint Director of Medical & Rural Health Services and Family Welfare of the District concerned one month in advance of their programme for every month.
2. That only qualified Surgeon should do the surgery in the Eye camps.
3. That the Eye camps are subject to the inspection by the Joint Director of Medical & Rural Health Services and Family Welfare, Sivaganga .
4. That the hospital should follow the guidelines prescribed by the Government of India and the Government of Tamil Nadu for the conduct of Eye camps from time to time without fail.
5. That they should take the follow up action for the operated cases in their free Eye camps and in their hospitals without attend to any complication at their cost.
6. Safe and hygiene condition should be maintained if referral cases taken for further treatment outside the district any failure will result in criminal action.

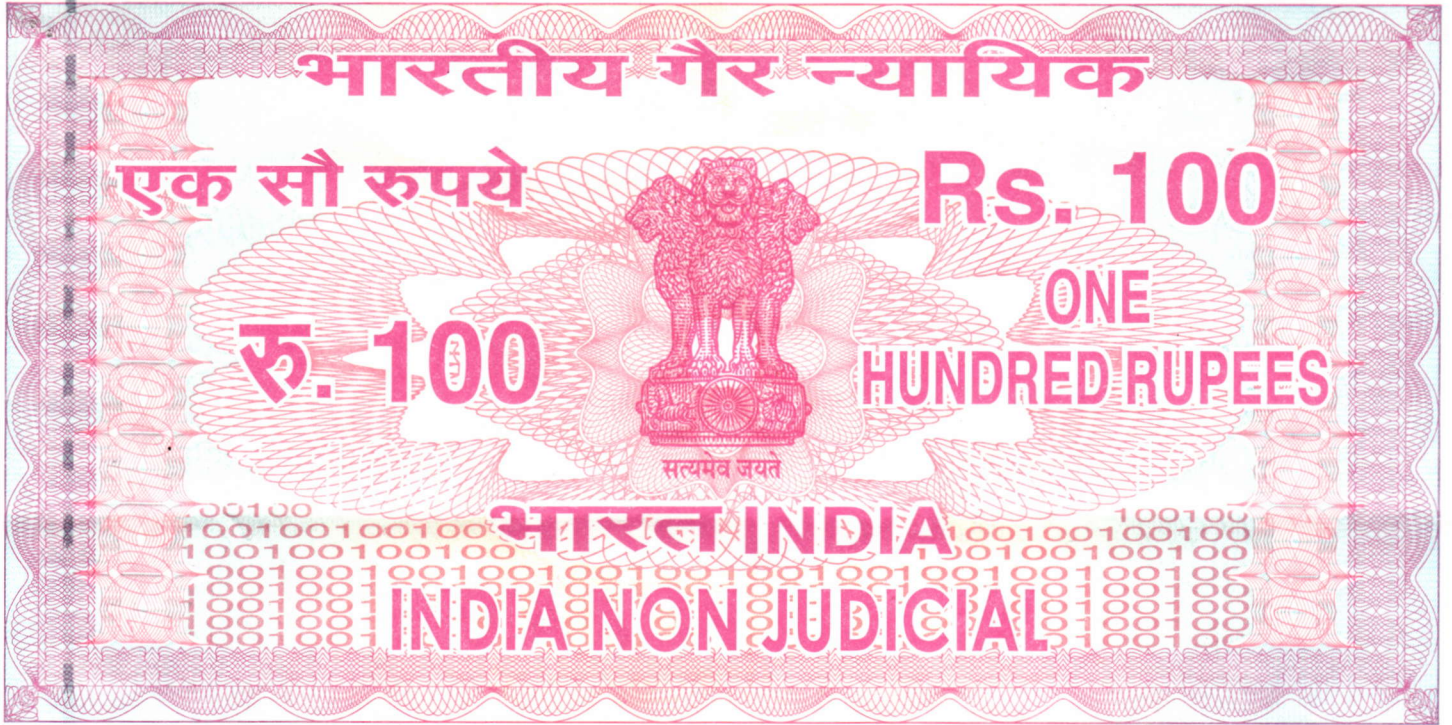
For Collector

To:

1. District Programme Manager,
District Blindness Control Society, Sivaganga District.
2. Damien Eye Care Centre, Nilakottai.
3. Sankara Eye Centre, Krishnan Koyil.
4. Meenakshi Mission Hospital, Madurai.
5. Aravind Eye Hospital, Madurai.
6. Vellammal Hospital, Madurai-9.

Copy to : 1. The Project Director,
Tamil Nadu State Blindness Control Society, Chennai.
2. The Joint Director of Medical & Rhs. & F.W., Sivaganga Dist.

No Time limit.

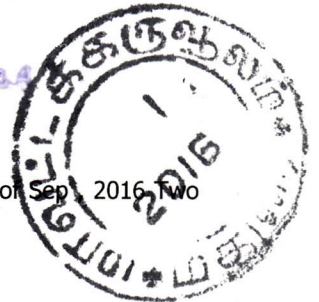


தமிழ்நாடு தமில்நாடு TAMILNADU
1360
19-9-16

Guru Hospital
Madurai

P. Senthil
P. Senthil
முத்தையத்தாள் சிறப்புமருத்துவமனை
1/58, பாண்டிகவில்
Y. குந்தகம்மை, மதுரை
R.O.C. No: 5800 / B1 / 2008/4

BF 836641



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this 30th day of Sep 2016, Two Thousand Sixteen ("Effective Date") at Madurai.

BY AND BETWEEN

Guru Multi specialty Hospital, having its place of business No. 4 /120-F, Pandikovil Ring Road, Mattuthavani –Airport High way Madurai – 625107 (hereinafter referred to as "GMH", which expression unless repugnant to the context shall mean and include its successors-in-interest and permitted assigns) of the ONE PART;

AND

Velammal Medical College Hospital & Research Institute., an Indian Registered Company, having its registered Office at # Velammal Village, Madurai-Tuticorin Ring Road, Anuppanadi, Madurai-625009 hereinafter referred to as "VMCH & RI", which expression unless repugnant to the context shall mean and include its successors-in-interest and permitted assigns of the OTHER PART;

(each a 'Party' and collectively 'Parties')

WHEREAS:

- (i) **Guru Multi specialty Hospital ('GMH')**, has established a cancer care hospital.
- (ii) **Velammal Medical College Hospital & Research Institute (VMCH)** is engaged in the field of of Health Care Specialty Comprehensive Cancer Centre in Madurai ;



[Handwritten Signature]

(iii) **Velammal Medical College Hospital & Research Institute** (VMCH) has offered to outsource its, Radiation therapy, for deserving patients. GMH has accepted the same, subject to the applicable tariff as mutually agreed by the Parties.

AND WHEREAS, Parties have agreed to certain terms and conditions and deem it fit to reduce into writing the details as set herein below;

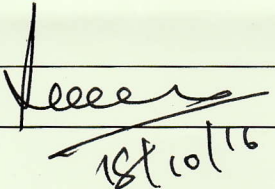
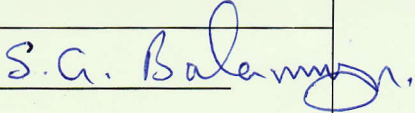
NOW THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. In pursuance to the discussions and negotiations between the parties, **VELAMMAL MEDICAL COLLEGE HOSPITAL & RESEARCH INSTITUTE** shall refer their patients for treatment under Radiation to GMH. GMH shall pay 30% for Cash and Private Insurance / 15 % for CMCHIS and Govt. Insurance patients to VMCH&RI towards participative medical services rendered during the radiation treatment process of cancer patients on the agreed tariff as detailed in Annexure 1. GMH shall pay billed amount of every month within 10th of next month. For credit / Insurance patients the amount will be paid after payment from the concerned insurance company. The approved tariff list is subject to upward revision from time to time, with thirty days prior notice in writing to **VMCH&RI**, which shall be deemed applicable on receipt of such notice to **VMCH&RI**.
2. Above agreement regarding revenue sharing for paying and Private insurance patient as follows
For 1 to 15 patients, it is 30%.
For Patient 15 to 30, it is 35%
For patient more than 30, it is 40%.
3. The services requested as per Annexure 1 for Radiotherapy treatment of patients requested by **VELAMMAL MEDICAL COLLEGE HOSPITAL & RESEARCH INSTITUTE** to GMH shall have Treatment advice letter duly signed by the authorized doctor/qualified person. Such referral letter/ Pre auth Request & Treatment advice, Radiation Treatment Advice and Plan Execution (2DCRT,3DCRT,IMRT) shall be prescribed to GMH Team shall clearly mention the name of the patient, age, sex and the RT services requested for. All the treatment process will be carried out as per advice by authorized Radiation Oncologist from **VMCH&RI**.
4. Services requested by **VELAMMAL MEDICAL COLLEGE HOSPITAL & RESEARCH INSTITUTE** to GMH will be performed and reported in accordance with the time schedule given in the test listing by GMH, subject to Force Majeure conditions such as unavailability of labour, technician, or break down of machinery, failure of test runs, Act of God, civil unrest, riots, change in or in the interpretation of laws; strikes, lockout or other circumstantial problems; unavailability of supplies, fire or explosion, act of terrorism and other natural calamities. However, GMH will make efforts to minimize the delay in reporting such tests/investigation/ execution of Treatment according to the subject to the availability of our services.
5. The Parties hereby agree to treat the subsistence of the terms and conditions of this MOU strictly confidential.
6. This MOU shall remain in force until unless terminated by either party. Either Party shall terminate this MOU by giving thirty (30) days prior written notice to the other Party.



7. This MOU represents the whole understanding between the Parties and supersedes all previous understandings or communications that the Parties may have had with each other with regard to their respective rights and obligations.
8. This MOU is not a partnership, joint venture or any association but an MOU between two independent persons for the sole purpose specified hereinabove.
9. **Dispute Resolution:** In the event that any dispute arises in connection with the validity, interpretation, implementation or alleged breach of any provision of this agreement, the dispute shall be referred to a sole arbitrator jointly appointed by the parties. The place of the court of arbitration shall be in Madurai. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 (as amended, varied, re-enacted or supplemented from time to time) and shall be conducted in the English Language.
10. This MOU shall be amended only by means of a written document duly signed by the authorized representatives of the Parties. This MOU is executed in original and kept with GMH and a copy of the MOU is handed over to **VELAMMAL MEDICAL COLLEGE HOSPITAL & RESEARCH INSTITUTE**. Capitalized terms used hereunder are for convenience and shall not affect its meaning or interpretation.

IN WITNESS WHEREOF, HealthCare Global Enterprises Ltd and VELAMMAL MEDICAL COLLEGE HOSPITAL & RESEARCH INSTITUTE, through their duly authorized representatives have subscribed and seal their respective signatures to this MOU on the day, month and year above written.

<p>For and on behalf of VELAMMAL MEDICAL COLLEGE HOSPITAL & RESEARCH INSTITUTE</p>	<p>For and on behalf of Guru Multi specialty Hospital ('GMH'),</p>
<p>Authorized Signature: </p> <p>Name & Title: In the presence of: _____</p>	<p>Authorized Signature: </p> <p>Name & Title: Dr. S. BALAMURUGAN, M.S.,M.Ch., Chairman & Chief Surgical Oncologist In the presence of: _____</p>

Reg. No: 49688
Guru Hospital
4/120-F, Pandi Kovil Ring Road
Madurai-625 107



CMCHISTN

Sub-speciality	Package Rate	A1
EXTERNAL BEAM RADIOTHERAPY (ON LINEAR ACCELARATOR)	TN0266 : Radical Treatment with Photons	40,000
	TN0267 : Palliative Treatment with Photons	15,000
	TN0268 : Adjuvant Treatment with Photons/Electrons	30,000
RADIATION ONCOLOGY	TN0273 : IMRT - Upto 40 Fractions in 8 weeks	1,00,000
	TN0274 : 3D CRT - Upto 30 Fractions in 6 weeks	75,000
	TN0276 : IMRT WITH IGRT - Up To 40 Fractions in 8 Weeks	1,50,000

Cash Tariff

Sub-speciality	Package Rate	A1
EXTERNAL BEAM RADIOTHERAPY (ON LINEAR ACCELARATOR)	Radical Treatment with Photons	55,000
	Palliative Treatment with Photons	20,000
	Adjuvant Treatment with Photons/Electrons	45,000
RADIATION ONCOLOGY	IMRT - Upto 40 Fractions in 8 weeks	1,25,000
	3D CRT - Upto 30 Fractions in 6 weeks	85,000
	IMRT WITH IGRT - Up To 40 Fractions in 8 Weeks	1,60,000





Madurai Health and Leprosy Relief Centre

MAHELERECEN

Registered Society Govt. of Tamil Nadu, Reg. No. 184/91

Registered under FCRA Act Ministry of Home Affairs, Govt. of India, New Delhi (FCRA Reg. No. 075940074)

Registered under 12A, 80G of Income Tax Act, Ministry of Finance, Govt. of India

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Madurai, Tamil Nadu on ...03rd... day of ...Feb... 2017 by and between

The Department of Community Medicine, Velammal Medical College Hospital & Research Institute, Madurai, represented by Dr. Samir Bele, Professor & Head of the Department (Hereinafter referred to as the "First Party" or Department)

AND

Madurai Health and Leprosy Relief Centre (Mahelerecen), registered under Tamil Nadu Society's Registration Act 1975 with Registration No. 184/91, having its registered office at No. 12/10, Sister Rose 2nd Street, Melaponnagaram, Madurai, in the State of Tamil Nadu represented by Dr. S. Maria Xavier Turtius, Executive Secretary (Hereinafter referred to as the 'Second Party' or NGO).

A. BACKGROUND

In an effort to improve the health care access to leprosy patients and also to aid in their rehabilitation, and also provide Medical students with knowledge about this special interest group, the First Party and the Second Party have agreed in principle for the welfare of the people to work symbiotically to ensure provision of amenities by way of medical camps and health educational activities in the Madurai District.

B. OBJECTIVES

1. To improve the health care access of leprosy patients by providing primary care and referral services
2. To provide the medical students an opportunity to understand various Epidemiological determinants, clinical manifestations and diagnosis of leprosy
3. To provide the medical students an opportunity to understand the role of an NGO in Leprosy control.
4. To involve the medical students in conducting research among leprosy patients

D. ROLES & RESPONSIBILITIES

1. The Department:

a. Service: The Department will be responsible for providing basic medical services at designated location in the community. It will also be responsible for preparation of IEC material and training of the students in providing health education.

b. Manpower: The first party will provide manpower in undertaking the activities coming under the MoU.

c. Materials: The Department will be responsible for materials required for provision of basic medical care in terms of drugs and laboratory tests to the patients attending the camp.

Office Address : 12/10, Sister Rose 2nd Street, Melaponnagaram, Madurai-625 016, Tamilnadu, India.

E-mail : humanhealthserve@rediffmail.com, mahelerecen@gmail.com

Website : http://mahelerecen.org.in www.mahelerecen.50webs.com

- d. **Transport:** The Department will be responsible for transportation of Doctors and Students to the designated camp site.
- e. **Research:** The Institute will be responsible for maintaining the confidentiality of all data collected for research & publication purposes

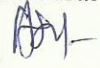

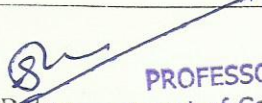
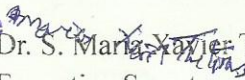
2. The NGO:

- a. **Teaching Students:** The NGO will be responsible to teach the medical students/interns about the prevention, management and rehabilitation required by leprosy patients and the various activities/initiatives undertaken by the NGO in this context.
- b. **Identifying Beneficiaries:** The NGO will be responsible for identifying the leprosy patients who will be benefited from the activities covered by the MoU.
- c. **Identifying location:** The NGO will be responsible for identifying location/facilities for conducting the IEC, medical camps and other health promotional activities that are convenient for the Department and the beneficiaries.
- d. **Arrangement:** The NGO will make all necessary arrangements at the facility identified for each activity.
- e. **Publicity:** The NGO will be responsible for taking the information about each activity to the beneficiaries so that they are aware about such activities and can avail the benefits.
- f. **Research:** The NGO will be responsible for helping the students to organise the survey and collect data among leprosy patients.

E. Time Period of the MOU

The MoU will be valid for a period of 1 year from the date it is signed by both parties, i.e. till 02nd Feb 2016 (Date). It can be extended for another one year or it's scope increased by mutual agreement. During the validity of the MoU, either party can terminate the agreement by giving one month's notice. In the notice period, both parties will strive to bring the program to a smooth closure.

IN WITNESS WHERE OF THE PARTIES HERE UNTO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST HEREIN BEFORE MENTIONED

For Department of Community Medicine Velammal Medical College Hospital & Research Institute, Madurai Witness:  (A. ATHEESWARAN)	For Madurai Health and Leprosy Relief Centre Witness:  M-RAJA
 PROFESSOR & HEAD Dr. Samir Bala, Department of Community Medicine Professor & Head, Velammal Medical College Hospital and Research Institute Department of Community Medicine Madurai-625 009 Velammal Medical College Hospital & Research Institute, Madurai-625009	For Madurai Health and Leprosy Relief Centre  Dr. S. Manjivartur Executive Secretary, Madurai Health and Leprosy Relief Centre, No. 12/10, Sister Rose 2nd Street, Melaponnagaram, Madurai, -625016

Place:

Dated:

MEMORANDUM OF UNDERSTANDING signed between
**Department of ECE, Velammal College of Engineering and Technology (EC-VCET),
Madurai and Biomedical Laboratory, Velammal Medical College Hospital and Research
Institute (BL-VMCHRI), Madurai**

The Memorandum of Understanding between **ECE Department of Velammal College of Engineering and Technology, Madurai** (hereinafter referred to as EC-VCET) and **Biomedical Engineering Department of Velammal Medical College Hospital and Research Institute, Madurai** (hereinafter referred to as BME-VMCHRI) is being signed on 20.07.2017

The MOU is being signed on the prospect that both the parties collaborate on developing the joint academic and research co-operation between the two institutes. Both parties are part of Velammal Educational Trust, Madurai.

For Collaborative Research and Academic activities

The scope of MoU is to define a mechanism to promote interdisciplinary research; impart vocational and skill oriented training and other programs to benefit students and staff members of both the parties; joint research and academic activities leading to academic excellence; innovative technology development; professional skill and competence development; vocational training capacity building and many such synergies of interdisciplinary research through collaboration and networking of both the parties.

In contemplation of the mutually beneficial relationships to be established, and in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby agreed to and accepted, the parties agree as follows:

TERMS

1. Purpose of the MoU

- Primary objective of this MOU is to create a means for cooperative efforts between ECE Department of VCET and Biomedical Engineering Department of VMCH & RI to involve the academic, clinical interchange of faculty and students, and also clinical, academic and research information between the two parties.
- The parties agree that this MOU will provide the foundation and framework for projects to be later, developed by clinical, academic and administrative units from the two parties, to be agreed upon in other separate written agreements.
- EC-VCET sending its student(s) or faculty member(s) to BME-VMCHRI for the purposes of study, learning, student clinical electives, teaching and/or research.

- Similarly, BME-VMCHRI sending student(s), postdoctoral fellow(s) or faculty member(s) to EC-VCET for the purposes of study, learning, student clinical electives, teaching, and/or research.

2. Coordination Committee

To facilitate this MOU, EC-VCET: BME-VMCHRI Collaboration Coordination Committee (EBCCC) will be formed. The EBCCC will be composed of members from both the parties with one Chair and few faculty members from each party. It is the EBCCC's responsibility to carry out collaboration-related duties and to report to the Deans of both parties.

Chair Persons: i) **Dr. Raja Muthiah (Dean) – VMCH & RI**
ii) **Dr. S. Vasuki, Professor & Head, ECE Department -VCET**

Members of EC-VCET:

Dr. P. Suveetha Dhanaselvam, Associate Professor
Dr. G. Veera Senthil Kumar, Assistant Professor
Mr. P. Karthikeyan, Assistant Professor
Mr. A. Suban, Assistant Professor
Mr. S. Sankar Kumar, Teaching Assistant

Members of BME-VMCHRI:

Dr. Somasudaram (MS)
Dr. SelvaKumar (DMS)
Dr. Moganty (VP)
Dr. Krisnamoorthy (Anesthesia HOD)
Dr. Anu (Physiology)

3. Areas of Collaborations

- Both parties may send delegates to visit the other Party to learn about the other's educational system
- Both parties may also invite staff and/or faculty members from the other Party to visit and be involved in short-term teaching and/or consultation.
- Students can participate (medical students, engineering graduate students) of either party who wish to engage in study in a non-degree granting programs (certification programs) such as seminar / workshop at the other party.
- Both parties will encourage biomedical research collaborations in areas of mutual interest and submit cooperative research proposals to various research funding agencies.

4. Intellectual Property and Research Collaboration Agreements

- All publications resulting from the educational, research, or clinical collaboration between the two parties shall acknowledge the existence of the collaboration formed under this MOU.
- All research and other activities conducted under this MOU must be conducted in accordance with the laws, rules, and regulations applicable to each party.

5. Applicable Rules; Emergencies

The parties agree that the clinical and academic requirements of both parties will be respected and that all current policies, rules, regulations, and/or guidelines covering matters applicable to a Program will be shared with, and carefully followed by the faculty members and students participating in the Program. In the event of a faculty member or student exposure to infectious or environmental hazards or other occupational injuries as a result of the clinical or research assignment, the faculty member or student will seek immediate medical attention consistent with the site's occupational exposure procedures.

6. Relationship of the Institutions

The Parties to this MOU are acting as independent contractors representing their own respective independent Institution.

This Memorandum of Understanding is a **non-contractual, non-binding** statement of the Parties' desire to engage in the exchange programs and activities outlined herein. This Memorandum of Understanding is **not binding or enforceable** on either Party by the other, and creates **no legal responsibilities or obligations**. In no event shall either Party be liable to the other for any direct, indirect, consequential, special (including multiple or punitive), or incidental damages of any kind arising from, and/or related to this MOU.

7. Use of Institutions' Name: Advertising and Publicity

Neither Party will use the other Institution's name, or any name that is likely to suggest that it is related to the other Party, in any advertising, promotion or sales literature without first obtaining the express written consent of the other Institution.

8. Confidentiality

The Parties anticipate that within the context of this MOU it may be necessary or helpful to transfer information/data of a proprietary or otherwise sensitive or institute-confidential nature ("Confidential Information"). All such information exchanged between the institutions shall be considered Confidential Information and shall not be used by the institutes except in furtherance of the aims of this MOU, and further, neither Party, without the other Party's express written consent, shall disclose to any third Party any such Confidential Information.

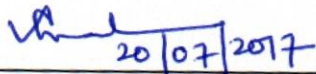
9. Notices

This MOU is independent of any previous MOU between VCET and VMCH&RI. Any notice to either Party hereunder must be in writing signed by the presenting Party, and will be deemed delivered when mailed by Postal Service first class, or express mail, or other carrier delivery service, when addressed as follows:

<u>To EC-VCET</u>	<u>To BME-VMCH RI</u>
The Head of the Department ECE Department Velammal College of Engineering and Technology Madurai – Rameswaram High Road Viraganoor, Madurai – 625 009 Tamilnadu, India	The Dean Velammal Medical college Hospital and Research Institute Velammal Village, Madurai – Tuticorin Ring Road, Anuppanadi, Madurai – 625 009 Tamilnadu, India

or to such other addressee(s) as may be hereafter designated by written notice. All such notices will be effective only when received by the addressee.

Signed:


20/07/2017

(Dr. S. Vasuki)

Dr. S. Vasuki, M.E., Ph.D.,
Professor & Head
Department Of ECE
Velammal College Of Engg & Tech
Viraganoor, Madurai-09.


20.7.17

(Dr. Raja Muthiah)

Prof. R.M. RAJA MUTHIAH, M.S., M.Ch.,
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai (TN)-625 009

Date: 20th Dec 2017

To,
The Dean,
Velammal Medical College Hospital & Research Institute,
Madurai-625009

DEAN'S OFFICE		
Date of Receipt	:	27.12.17
Ref No	:	3994
Date of Despatch	:	27.12.17
Ref No	:	2223

Sub: **Completion of Project Axshya-Phase-3**

Dear Sir,

Greetings from REACH!

We would like to thank you for partnering with us under Project Axshya in our goal to create a TB free society. We are grateful for your enthusiastic participation and involvement in the TB control efforts of the program. Over the one year, we have had the privilege of supporting you by providing patient follow up services and notifying your TB patients to the TB control program.

We would like to inform you that Project Axshya-Phase 3 comes to a close in December 2017. Hence we will not be able to continue our support towards patient follow up and related services under the KIOSK that we established under your esteemed hospital at Department of Respiratory medicine with effect from 31st December 2017.

However, as part of transition we already facilitated with RNTCP to extend necessary services for TB notification and patient follow up through the local Senior Treatment supervisor and Health visitor for Vellammal Medical college hospital under the Revised National TB control program. In case of any clarifications or assistance please email us to reach4tb@gmail.com.

We once again thank you for your contribution towards TB control.

We sincerely hope that we will get an opportunity to work with you again in the near future.

With Kind Regards,

Ramya Ananthakrishnan

Dr. Ramya Ananthakrishnan

Executive Director



PROJECT AXSHYA - MEMORANDUM OF UNDERSTANDING

Ref No: Reach/NFM/KIOSK/MOU/008

27.12.2016

This Memorandum of Understanding (hereinafter referred to as the "MoU"), is hereby executed on 01/12/16 (hereinafter referred to as the "Effective Date").

By and between:

M/s. Resource Group for Education and Advocacy for Community Health (REACH), having its office at No.194, Lloyds road, 1st Floor, Avvai shanmugam Salai Lane, Royapettah, Chennai - 600 014, party of the First Part.

And

The Dean, Velammal Medical College Hospital and Research Institute, Vellammal Village, Madurai-Tuticorin Ring Road, Anuppanadi, Madurai - 625009, part of the Second Part.

WHEREAS:

1. REACH is a Non -Profit Society.
2. Velammal Medical college Hospital & Research Institute is a private Medical college

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES INTENDING TO BE BOUND LEGALLY, AGREE AS FOLLOWS:



[Signature]
Dr. M. MUTHIAH, M.S. (MCh),
Anuppanadi, Madurai-Tuticorin Ring Road,
Velammal Medical College Hospital
& Research Institute,
Anuppanadi, Madurai-625009

Term

This MoU shall be valid from the date of signing and shall continue to remain in force till 31st December 2017

Scope of Work

This MoU is signed as a part of an initiative which aims to increase TB case detection, notification to government and Treatment Adherence of Patients found under Velammal Medical College which serves at risk and vulnerable population in Project AXSHYA service area in Madurai District.

Velammal Medical College Hospital & Research Institute agrees to

- Separate space will be allocated to REACH within the premises of Velammal Medical college hospital for establishing Axshya KIOSK, which will be act as TB information center, providing TB Patient Counselling and TB Treatment adherence package by REACH
- Co-ordination with all departments by informing all the Consultants/staffs to share the details of all forms of TB patients identified to REACH. This will enable REACH to provide counselling and registering the patient in to the adherence software.
- Facilitate CME programs to be conducted by REACH within the hospital
- Provide access to computer with internet access to upload the TB patient details into the Axshya Software for treatment adherence and follow up by the volunteer provided by REACH at Velammal Medical college hospital.

REACH agrees to

- Provide a trained volunteer to implement treatment adherence services to patients identified under Velammal Medical college hospital (Honorarium, Travel and communication cost to volunteer will be paid by REACH directly to volunteer).
- Give necessary IEC materials to the center for display
- Inform all the practitioners / consultants engaged under Velammal Medical college hospital about the initiative and follow up to collect patient information for treatment adherence.
- Provide basic counselling related to TB to all forms of TB patients identified under Velammal Medical college hospital
- Facilitate notification of TB patients from the hospital
- Provide treatment adherence services by using the Axshya Notification Software.
- Maintain necessary documents prescribed by REACH



Prof. R.M. RAJA MUTHIAH, M.S.M.Ch.,
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"

- Submit periodical reports to Vellammal Medical college hospital

Termination

This MoU can be terminated, in whole or in part, by either party at any time upon 45 (forty five) days prior written notice of termination to the other party. If at any time any party commits default in complying with or commits breach of the terms & conditions of the MoU and does not remedy it or take effective steps to remedy the same not later than 30 days in case a notice has been served by the other party. The other Party may terminate this MoU, at their option and without prejudice to any of its other legal or equitable rights, by giving the party who committed the breach 30 (thirty) days' notice in writing, specifying the breach.

Entire Understanding and Amendments

This MoU constitutes the entire understanding between the Parties relating to the subject matter herein and supersedes all previous discussions etc., whether verbal or in writing. No amendment to this agreement will be effective unless it is in writing and signed by an authorized representative of each Party.

Assignment

This MoU shall not be assigned by any Party without the prior written consent of the other Party and any purported assignment without such consent shall be void and of no effect.

Non-binding Obligation and No Agency

Further, the Parties have entered into this MoU as independent entities and nothing in this agreement creates a relationship of employer and employee, principal and agent or partnership between the Parties.

Arbitration

Any dispute, controversy or claim arising out of or relating to this MoU or the breach, termination there of shall be resolved by Arbitration in accordance with the rules of Arbitration & Conciliation Act 1996 or any statutory modifications or re-enactment thereof and shall be adjudicated upon by a sole arbitrator to be appointed by the parties. The place of Arbitration shall be Chennai and the award given by the Arbitrator shall be final and binding upon the Parties.

Jurisdiction

This MoU shall be governed by and be construed in accordance with the laws of India. All disputes between the parties shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at Chennai.

PA



Prof. R.M. RAJA MUTHIAH, M.S.M.C.H.
Dean
Vellammal Medical College Hospital
and Research Institute
"Vellammal Village"

Conflicts of Interest

The Parties represent and warrant that the Parties will not enter into any such contract or agreement, or execute any such document, which will create a conflict of interest or which will prevent it from freely performing any of the provisions of the MoU.

Execution in Counterparts

This MoU may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties have hereto set their hands upon the date first above written-

<p>SIGNED for and on behalf of:</p> <p>For REACH</p> <p><i>Ramy Ananthakrishnan</i></p> <p>By: Dr. Ramya Ananthakrishnan</p> <p>Title: Executive Director</p> <p>Date:</p> <p>Witness:</p> <p>1.</p> <p>2.</p>	<p>SIGNED for and on behalf of:</p> <p>For <i>R.M. Raja Muthiah</i></p> <p>By: Prof. R.M. RAJA MUTHIAH, M.S., M.Ch., Dean Velammal Medical College Hospital and Research Institute "Velammal Village" Madurai-Tuticorin Ring Road Anuppanadi, Madurai (TN)-625 009</p> <p>Title:</p> <p>Date:</p> <p>Witness:</p> <p>1</p> <p>2.</p>
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HQ - ophthal

DEAN'S OFFICE	
Date of Receipt	16.4.18
Ref. No.	2487
Ref. No.	16.4.18
Dated:	06.04.2018

16.4.18
 To ophthal HQ

PROCEEDINGS OF THE DISTRICT COLLECTOR, SIVAGANGA DISTRICT

PRESENT: TMT.G.LATHA, I.A.S.

Ref. No. Q3/2589/2013

Sub : District Blindness Control Society, Sivaganga District
 NGO permission to conduct free eye camp for the
 period of One year from 01.04.2018 to 31.03.2019
 - Orders Issued.

Ref : Letter No.012/BBCS/SVG/2017-10, dated
 16.03.2018 of the District Programme Manager,
 District Blindness Control Society, Sivaganga.

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ORDER:--

The District Programme Manager, District Blindness Control Society, Sivaganga has submitted proposal seeking permission to conduct free eye camps in Sivaganga District through following six NGOs.

1. Damien Eye Care Centre, Nilakottai, Dindigul District.
2. Aravind Eye Hospital, Madurai.
3. Sankara Eye Centre, Krishnan Kovil, Virudhunagar District.
4. Meenakshi Mission Hospital, Madurai.
5. Swedish Mission Hospital, Thiruppathur, Sivagangal District.
6. Vellammal Medical College Hospital, Madurai District.

Based on the recommendation of the District Programme Manager, District Blindness Control Society, Sivaganga the above six NGOs are permitted to conduct free eye camps in Sivaganga District for the period from 01.04.2018 to 31.03.2019 subject to the following condition.

1. That the organizers of the eye camp of the NGOs should inform the District Collector and the Joint Director of Medical & Rural Health Services and Family Welfare of the District concerned one month in advance of their programme for every month.
2. That only qualified Surgeon should do the surgery in the Eye camps.
3. That the Eye camps are subject to the inspection by the Joint Director of Medical & Rural Health Services and Family Welfare, Sivaganga.

4. That the hospital should follow the guidelines prescribed by the Government of India and the Government of Tamil Nadu for the conduct of Eye camps from time to time without fail.
5. That they should take the follow up action for the operated cases in their free Eye camps and in their hospitals without attend to any complication at their cost.
6. Safe and hygiene condition should be maintained if referral cases taken for further treatment outside the district any failure will result in criminal action.

for Collector

[Signature]
05-04-2018

To:

1. District Programme Manager,
District Blindness Control Society, Sivaganga District.
2. Damien Eye Care Centre, Nilakottai, Dindigul District.
3. Aravind Eye Hospital, Madurai.
4. Sankara Eye Centre, Krishnan Kovil, Virudhunagar District.
5. Meenakshi Mission Hospital, Madurai.
6. Swedish Mission Hospital, Thiruppathur, Sivaganga District.
7. Vellammal Medical College Hospital, Madurai District.

- Copy to :
1. The Project Director, Tamil Nadu State Blindness Control Society, Chennai.
 2. The Joint Director of Medical & RH. & F.W., Sivaganga Dist.

Annexure XVII

To
The District Programme Manager (DPM)
District Health Society



Sub:- **Renewal of Memorandum of Understanding (MOU) regarding.**

Sir/Madam,

The undersigned representing (Name of NGO/Private Practitioner and address) to an NGO/Private Practitioner and has signed MOU with your society for performing Cataract Operation under the scheme I (Non-recurring Grant-in-aid to District Health Societies (NPCB) for release to NGOs for strengthening/expansion of Eye Care Units in rural and tribal areas (upto maximum Rs. 40.00 lakh) and the MOU is valid from **APRIL 2019 to MARCH 2021** (Copy enclosed)

I would like to apply for renewal of the MOU for a further period of 2 year. You are requested to kindly extend the validity by another year.

Yours Sincerely,

(Signatory)
Prof. R.M. RAJA MUTHURAM, M.S., M.Ch.
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Antuppanadi, Madurai (TN)-625 009

N.B

Acknowledged by DPM

(Signature of DPM/Representative)

Date: 31-03-2019

District Programme Manager
Dist. Blindness Control Society
EYE, LEPT, CRH:
Madurai.

Annexure XVIII



Government of India

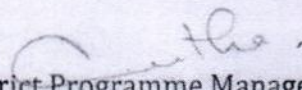
National Programme for Control of Blindness

CERTIFICATE OF RECOGNITION

This is to certify that Velammal Medical College Hospital & Research Institute (Name of participant NGO/Private Practitioner) is a participant unit in Madurai (district/s) of Tamil Nadu (State) under National program for control of blindness being implemented by the Government of India.

This organization has facilities and human resources to perform cataract surgery with IOL implantation, Management of Diabetic Retinopathy, Glaucoma, Keratoplasty & Childhood Blindness and Vitreoretinal Surgery.

This certificate is to recognize active participation of the organization in prevention and control of blindness in the country.


District Programme Manager
(With Name & Officer Seal)

District Programme Manager
Dist. Blindness Control Society
EYE. DEPT. ORL.
Madurai.

Place: Madurai
Date: 31.03.2019

**Proceedings for the District Collector / Chairman, DBCS, Madurai.
District Blindness Control Society Madurai
Present K. VEERARAGAVA RAO IAS**

Ref No: 05/DBCS /18

Date : 12.04.2018

Sub : DBCS, Madurai – Renewal Dist. Blindness Control Society Madurai- permission to conduct free Eye camps by NGO's for the year 2018-19 Orders issued - Reg.

Ref : 1. Proposals received from the NGO's
2. Project Director state Blindness control society Chennai letter No 129/SOCI/2001 Dated 11-1-2001
3. Secretary to Government Tamilnadu Health and Family welfare Chennai DO letter 39362/E/AP/3 2000-5 dated 20-2-2001

Order;

Under the powers delegated in the reference second cited and 3rd cited permission is granted to following NGO's to conduct free eye screening camps in Madurai District for the period from 01-04-2018 to 31-03-2019 Subject to the following conditions.

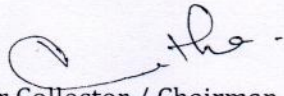
1. Aravind Eye Hospital Madurai
2. Meenakshi mission Hospital
3. Sankara Eye Hospital Krishnan Kovil
4. Damien Eye Hospital Nilakottai
5. Velammal Hospital Madurai

Conditions

1. The Organizers of Eye camps should inform to the District Programme Manager Madurai
2. That only qualified Ophthalmic Surgeons Should do the surgery in the Eye camp.
3. That the eye camps are subject to inspection by the projector Tamil Nadu State Blindness Control Society Chennai, World Bank Assisted Blindness Control Project Director of health Services and District programme Manager Madurai District .

The District Programme Manager Madurai will settle the claims after getting necessary certificate from the chief Ophthalmic surgeon of Govt.Rajaji Hospital Madurai from the fund of DBCS Madurai as per the rules.

To
The NGO's Concerned


For Collector / Chairman
DBCS Madurai.

District Programme Manager,
Dist. Blindness Control Society
EYE. DEPT. GRH,
Madurai.



Memorandum of Understanding (MOU) between District Health Society and participating Non Government Organization

1. Preamble:

1.1 WHEREAS the Union Cabinet has approved continuation of National Program for Control of Blindness, hereafter referred to as NPCB, for implementation in all the States of the country during the 12th Plan (2013-2017);

1.2 WHEREAS NPCB aims to reduce prevalence of blindness by implementing various activities through State and District Health Societies established in all the districts of the country;

1.3 WHEREAS the NPCB seeks to involve eye care facilities in Government, Non Government and Private sectors having capacity to perform various activities under National Program for Control of Blindness;

1.4 AND WHEREAS schemes for Non Government Organizations (hereafter referred as NGO/Private Practitioner) providing eye care services are implemented as per pattern of assistance approved by the Cabinet;

1.5 NOW THEREFORE the signatories of Memorandum of Understanding (MOU) have agreed as set out here in below.

2. Parties of MOU:

This MOU is an agreement between District Health Society of Madurai (Name of District) of the State of Tamil Nadu (Name of the State); hereafter called District Health Society and Velammal Medical college & Hospital (Name of NGO/Private Practitioner).
and research Institute, Madurai.

3. Duration of MOU:

This MOU will be operative from the date of its signing by the parties and remain in force for a period of two years. The MOU shall be renewed for further periods of two years every time by the DPM on request/application for extension by the applicant NGO/Private Practitioner as per **(Annexure XVII) ONE MONTH BEFORE EXPIRY OF VALIDITY. The DPM shall acknowledge the same and renew the case within one month, if eligible.**

i. Screening of the population of all ages with emphasis on 50+ years in all the villages / townships including the area allotted for NGOs. The NGO has to maintain village wise blind registers annually. i. Identification of cases fit for cataract surgery, motivation thereof and transportation to the base hospital	yes
ii. Pre operative examination and investigation as required	yes
iii. Performance of cataract surgery preferably IOL implantation through ECCE-IOL, Small Incision Cataract Surgery(SICS) or phaco emulsification and Diabetic Retinopathy, Glaucoma, Keratoplasty, Vitreoretinal Surgery & Childhood Blindness of patients identified in allotted areas, self motivated walk in cases and those referred by District Health Society/ASHA etc.	yes
iv. Post - operative care including management of complications, if any and post - operative counseling regarding use of glasses if required.	yes
v. Follow up services including refraction and provision of glasses, if required providing best possible correction including presbyopic correction.	yes
vi. Submission of cataract surgery records of operated cases online through the MIS-NPCB	yes

4. Commitments of District Health Society

Through this MOU, the District Health Society agrees to provide following support to participating NGO/Private Practitioner to facilitate service delivery (Write 'YES' against applicable clauses).

Clause	Clause of Agreement	Yes / No
	Issue a certificate of recognition about participation in NPCB (Annexure XVIII)	yes
	Undertake random verification of operated cases not exceeding 5% before discharge of patients DBCS to verify (5%) the camp or surgery activity through personal visits or deputing PMOA as per the NPCB guidelines- ideally at the base hospital itself. Or the verification can be done at the time of follow up as informed by the NGO to DBCS	yes
	Sanction cost of free cataract operations and management of Diabetic Retinopathy, Glaucoma, Keratoplasty, Vitreoretinal Surgery & Childhood Blindness performed by the NGO/Private Practitioner as per GOI guidelines indicated within month of submission of claim along with Cataract surgery records	yes
	Make Payment of the sanctioned amount to the NGO/Private Practitioner on monthly /quarterly basis	yes
	Regularly disseminate literature, guidelines or any other relevant information to participating NGO/Private Practitioner	yes



Government of India

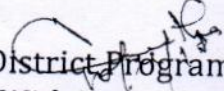
National Programme for Control of Blindness

CERTIFICATE OF RECOGNITION

This is to certify that Velammal Medical college (Name of participant NGO/Private Practitioner) is a participant unit in Madurai (district/s) of Tamil Nadu (State) under National program for control of blindness being implemented by the Government of India.

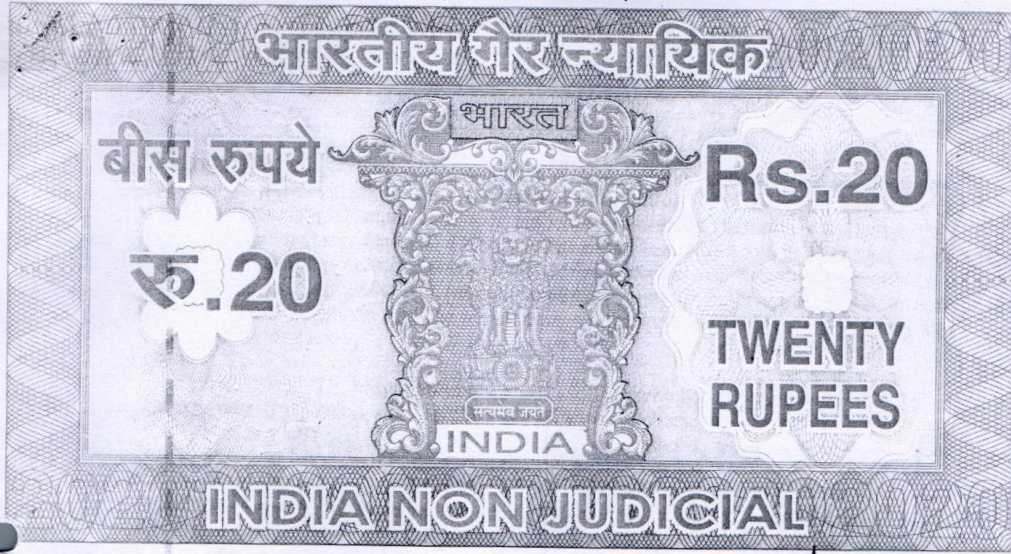
This organization has facilities and human resources to perform cataract surgery with IOL implantation, Management of Diabetic Retinopathy, Glaucoma, Keratoplasty & Childhood Blindness and Vitreoretinal Surgery.

This certificate is to recognize active participation of the organization in prevention and control of blindness in the country.


District Programme Manager
(With Name & Officer Seal)

District Programme Manager
Dist. Blindness Control Society
EYE. LEPT GRH,
Madurai.

Place: Madurai
Date:



தமிழ்நாடு தமிழ்நாடு TAMIL NADU

57AB 454606

திரு. திருமதி ANNAY LIFE SCIENCE

உள்ளுள்ளு

பு. மதுரை MADURAI

RC.No.1761/B1/197-II

27.51 தேதி 16.08.2018

பட்டி தொகுதிக்குள் 3, சிம்மக்கல் 4வது வடக்கு சாலை வடக்கு வெளி வீதி, மதுரை.

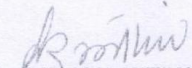
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ('MOU') is made on the date (01.08.2018), month of August'18 place -Madurai as mentioned per Annexure "A" to the MOU by & between:

DR. LAL PATHLABS LIMITED, a company registered and incorporated under the laws of India and having its registered office at Block E, Sector 18, Rohini, New Delhi – 110085 through its authorized signatory, _____ (hereinafter referred to as "LPL") which expression shall unless it be repugnant to the context or meaning thereof would mean and include its successors and assigns of the First Party.

AND

VELAMMAL MEDICAL COLLEGE HOSPITAL & RESEARCH INSTITUTE a company incorporated under the provisions of the hospital/ partnership firm registered under the provisions of the Partnership Act, 1932 having its principal place of /permanent residence at VELAMMAL VILLAGE, MADURAI-TUTICORIN RING ROAD, ANUPPANADI, MADURAI-625 009, TAMIL NADU through its authorized signatory (hereinafter singly referred to as the "SECOND PARTY") which expression, unless repugnant to the context or meaning thereof, be deemed to include its affiliates, successors, representatives, executors, heirs, officers, and permitted assigns of the SECOND PARTY.


Dr. R.M. RAJA MUTHAIAH, MS, MCh.,
Dean
Velammal Medical College Hospital
and Research Institute
Madurai-625 009

SECOND PARTY and LPL shall hereinafter be collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

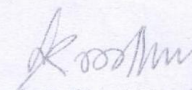
- A. WHEREAS, LPL is a renowned provider of diagnostic and related healthcare tests and services in India for more than six decades and through its integrated nationwide network consisting of state-of-the-art National Reference Laboratory at Sector 18, Block E, Rohini, New Delhi – 110 085 and other Labs/Franchisee Patient Service Centre (FPSC's)/Collection Centre (CC's), offer patients and healthcare providers a broad range of diagnostic and related healthcare tests and services for use in core testing, patient diagnosis and the prevention, monitoring and treatment of disease and other health conditions;
- B. AND WHEREAS, LPL has obtained accreditation from National Accreditation Board for Testing and Calibration Laboratories (NABL) and College of American Pathologists (CAP) besides being awarded ISO 9001:2008 certifications, as a mark of its superior quality services;
- C. SECOND PARTY is engaged in the business of running and operating multi-disciplinary super specialty hospital/clinic/Diagnostic Lab/Diagnostic collection center at premises mentioned in **Annexure A**.
- D. SECOND PARTY intends to avail the pathology laboratory services of LPL in accordance with the terms and conditions mentioned hereinafter.

IN CONSIDERATION OF THE PREMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1) DEFINITIONS

In this MoU the following words and expressions shall have the following meanings unless the context otherwise requires:

- A. "**Confidential Information**" shall mean and include the subject matter and the terms and conditions of this MoU, all proprietary, commercial, technical and/or business related information and/ or data, any and all lists (including and not limited to list of patients/ doctors/ consultants/ vendors/ agents/ supplier), any information relating to a patient (including contact details, medical history, details of illness, treatment undergone, etc.) whether provided/ shared in written, graphic, oral, or other tangible or intangible form, including such other information which because of the circumstances of disclosure or the nature of the information itself, is deemed to be proprietary and confidential.
- B. "**Services**" shall refer to LPL conducting the Tests and, if mutually agreed, any further additional tests in accordance with the provision of and the terms and conditions of this MoU.
- C. "**Tests**" shall refer to the list of tests to be conducted by LPL. The tests shall be conducted at the prices as applicable and mutually agreed upon.

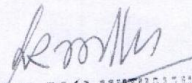

Dr. H.M. RAJ

2

Velaammal Medical College Hospital
and Research Institute
Madurai-625 009

2. **RIGHTS AND OBLIGATIONS OF SECOND PARTY:**

- i. Second party shall be responsible to collect the samples from the patients/customers.
- ii. Second party shall provide duly filled '**Test Requisition Form as per Annexure III**' along with duly Labeled/bar coded tube or container for every sample collected, to LPL representative who shall come for sample collection.
- iii. The Second Party shall ensure that the sample integrity is maintained before the same is handed over to the LPL representative.
- iv. The Second Party shall employ a qualified, trained and certified phlebotomist HSSC certified, who should be either CMLT/DMLT/BMLT for collection and handling of samples.
- v.
- vi. All local and statutory compliances including but not limited to Shops & Establishment Act, Prevention of Defacement of Property Act, Clinical Establishment Act etc., permission & compliance for the Signboard, required licenses, permits and certificates as may be required under Central, State or Local Laws for running its hospital/clinic required by local bodies shall be managed and arranged by Second Party. The Second Party shall ensure that it complies with all applicable laws, ordinances and regulations of local Municipal Corporation for running such hospital/clinic.
- vii. Second party shall be responsible to meet any/all compliances as are necessary under the Central and/or State Pollution Control Board (CPCB/SPCB) including but not limited to compliances under Bio Medical Waste (Management and Handling) Rules.
- viii. The Second Party undertakes that is shall in no way do anything to prejudice prescribed standards of quality which can impact the reputation of LPL
- ix. The Second Party agrees to get itself registered for service tax /GST and shall comply with all the regulations/ applicable laws / guidelines for service tax/ GST regulations.
- x. The Second party shall not share its user id and other credentials as provided by LPL to download reports with any third party without prior consent from LPL.LPL shall not be liable in case where the test results as shared by LPL is subsequently being altered/tempered by the Second party or its employees.
- xi. The Second party shall submit all the documents mentioned herein-below within 15 days of signing of this agreement.
 - a) Photocopy of Aadhaar card/ any other address proof
 - b) Photocopy of Pan Card.
 - c) Photocopy of service Tax registration/Declaration in case the income is less than 10 lac per annum.
 - d) In case of company: Memorandum of Association and Articles of Association + Board Resolution / Partnership Deed.
 - e) In case of Partnership firm – Copy of Partnership Deed.
 - f) Any other document


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Dr. R.M. RAJA MUTHAIAH, MD
Dean
Velammal Medical College Hospital
and Research Institute
Madurai-625 009

3. RIGHTS AND OBLIGATION OF LPL

- i. LPL shall arrange to collect the samples from the Second Party and send it to the closest Lab, or any other center as it may deem fit, only when they are accompanied with duly filled-in 'Test Requisition Form-Annexure III' of each patient either filled manually or electronically. The Logistics cost of sample transportation shall be borne by LPL only for those location where LPL provides logistic support.
- ii. LPL shall process the patient samples at its own expense which includes diagnostic & pathology testing, generating reports, getting reports signed and sending them electronically.
- iii. LPL shall provide reports in accordance with the turnaround time (TAT) as mutually agreed between the parties.
- iv. LPL shall comply with all applicable laws in relation to the provision of Services. LPL shall also obtain and maintain all consents, permits and authorizations necessary or desirable under the applicable laws in connection with the execution and performance of its obligations under this MoU.
- v. LPL shall ensure that the Tests are conducted and reported by well qualified and experienced personnel and technicians.
- vi. LPL shall share the Price list as and when asked by the Second Party
- vii. LPL reserves the right, at any time, to modify/alter the list of tests & prices agreed to be carried and to stop accepting samples for any tests sent by the Second Party including but not limited to, in the event of early termination of this MOU or expiry of MOU by efflux of time. Notwithstanding anything contained herein, LPL may at any time stop accepting samples from the Second Party without assigning any reason thereof including but not limited to breach/violation by the Second Party of its obligations under the Agreement.
- viii. LPL reserves the right to curtail the credit limit at its own discretion anytime during the term of this agreement.

4. INDEMNITY:

The Second Party shall indemnify LPL against any breach of any obligation under this MOU, any legal action initiated by the Statutory or other Authorities, for any violation of any Statutory/ Municipal/Local Laws/ Bye- laws or probation in running its business including but not limited to violation of local health/sanitary regulations for disposal of the infected samples, used syringes/needles/tubes and other disposable materials in accordance with Bio Medical Waste (Management and Handling) Rules, 1998. The Second Party shall defend, compensate, indemnify and hold harmless LPL, its representative employees and agents for or against any loss caused on account of any act of omission/ commission on the part of Second Party.

The Second Party shall indemnify LPL from all and any claims, demands, actions, pertaining to or arising out of the facts or omissions of its employees, agents etc. LPL shall not be responsible, in any manner whatsoever, vicariously or otherwise for acts done by employees/agents of the Second Party.

LPL shall only be responsible for any claims, case, complaint lodged by any patients/clients in respect of faulty investigation/report and such claim shall be restricted to the value of tests conducted/shared by LPL with the Second party.

5. **SECURITY DEPOSIT**

5.1 Second Party has paid an amount as mentioned in **Annexure A** towards interest free Security Deposit, inter-alia, to ensure performance / fulfillment of its contractual obligations under this Agreement, the receipt of which LPL hereby acknowledges.

5.2 It is agreed between the parties that the Security Deposit shall be refunded upon expiry of this MOU and/or early termination thereof in accordance with the terms and conditions laid herein and subject however to deduction by LPL of any amount(s) whatsoever found due and payable, including but not limited to, on account of:

(a) any consequence arising out of the failure of the Second Party to perform its obligations under this MOU or in exercise of reasonable care and diligence expected in discharge of its function(s) under this Agreement, including but not limited to, any obligation arising out of any legal action either on account of malpractice, defamation, or any issue arising out of the tests carried out in the Laboratories of LPL or abroad through the LPL, thereby causing any loss of business, profits, damages or in any manner imposing any financial or other obligation on LPL.

(b) any obligation on LPL arising out of failure on the part of the Second Party to comply with all rules, regulations, by laws, norms etc., statutory or otherwise, as prevalent from time to time.

(c) Any other amount due under this MOU or otherwise.

(d) It is hereby agreed between the parties that the decision of LPL as to the amount(s) to be deducted from the Security Deposit shall be final and binding upon the Second Party.

TERM

The term of the MOU shall be as per the **Annexure A**.

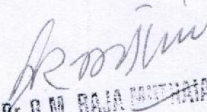
6. **TERMINATION**

7.1 Either Party shall have the right to terminate this MoU without cause, by providing a prior written notice of 30 (thirty) days.

7.2 Further, without prejudice to the foregoing, LPL reserves the right to terminate this MOU immediately, in case the Second party breaches any obligation / responsibilities under this MOU which he fails to rectify within 15 days of notice from LPL.

7.3 Either party may terminate this MoU immediately, if:

a. an insolvency event occurs with respect to either party; or


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Dr. G.M. RAJA
Dean
Velammal Medical College Hospital
and Research Institute
Madurai-625 009

b. the management of either party undergoes any change.

7.4 Upon termination of this MOU the Second Party shall immediately fulfill the closure formalities, which shall include returning all the proprietary material to LPL including all confidential data, accounts details and payment of all the outstanding invoices if any.

7. NON-EXCLUSIVITY:

Notwithstanding anything to the contrary elsewhere in the MoU, the Parties hereby agree and acknowledge that this is a non-exclusive arrangement and that this arrangement does not in any way restricts any Party from entering into similar arrangements with third parties.

8. REPRESENTATIONS AND WARRANTIES:

Each Party represents and warrants to the other Party as on the date of the execution of this MOU, that:

- a) It has all requisite power and authority to execute, deliver and perform this MOU and the terms and conditions contained herein.
- b) This MOU has been validly executed and delivered and constitutes a legal, valid and binding obligation on such Party.
- c) The execution, delivery and performance of this MOU does not in any way conflict or violate any provision of law, rule, judgment, order or any other contract applicable to such Party.
- d) It has no outstanding commitments, liabilities or obligations, contractual or otherwise, which would in any material respect conflict with or impede its ability and right to enter into this MOU or fulfill any and all of its obligations hereunder, or to conduct the business contemplated hereby.
- e) It is not subject to any existing, pending or threatened litigation or other proceeding which could have a material adverse effect on its ability to fulfill its undertakings and obligations in terms of this MOU.

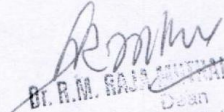
The above representations and warranties shall be continuing and deemed to be repeated as long as this MOU is in force.

9. CONFIDENTIAL INFORMATION:

This MOU shall be private and confidential and the Parties hereto shall not disclose or divulge the execution or contents hereof to any third party (except as required under law, and to their professional advisors/auditors and the like) except with the written consent of the other Party. Both the parties hereby undertake that they shall not, at any time, whether during the tenure/Period of this MOU or after its termination, divulge any information including Personal Information (detailed below) of patients in relation to the affairs of LPL to any other/Third Party and would adhere to below mentioned Data Privacy and Security in compliance to this MOU.

10. DATA PRIVACY AND SECURITY:

- (a) "Personal Information" shall mean any information or set thereof that identifies, or is used by, or on behalf of, LPL to identify an individual coming for pathology & diagnostic tests, including without limitation LPL employees. The personal

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Dr. R.M. SAJI
Dean
Velammal Medical College Hospital
and Research Institute
Madurai-625 009

information, including the individual's name, age, address (including postcode), telephone number and/or email address will be used solely in connection with the diagnostic test and would be used as per Dr LalPathLabs' Privacy Policy as stated in website with the link:: <http://www.lalpathlabs.com/privacy-policy.aspx>

- (b) The Second Party shall, throughout the term of this Agreement:
- i. Collect, use and disclose Personal Information only in accordance with LPL's instructions and in good faith performance of its obligations on behalf of LPL under this Agreement, or where disclosure is required by law, in which case Second Party shall immediately notify LPL and shall use its best efforts to limit the nature and scope of the required disclosure and shall only disclose the minimum amount of Personal Information necessary;
 - ii. Collect, use and disclose personal information in accordance with all applicable privacy, security and data protection laws, rules and regulations including those restricting cross border transfer of data, governing outbound telephone calls, transmission of electronic mail or transmission of facsimile messages, and applying local law including the then prevailing new data privacy regulations implemented as part of the Information Technology (Amendment) Act, 2008, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, rule, regulations & guidelines under the TRAI or any other legal enactment dealing with protection of personal information and of data. The Second Party will be fully responsible and accountable if it violates applicable privacy, security and data protection laws, rules and regulations;
 - iii. If required, notify individuals of the purposes for which Personal Information is collected in accordance with applicable laws and fair information practice standards;
 - iv. Maintain the accuracy, secrecy and integrity of Patient/Personal Information on behalf of LPL;
 - v. Implement all reasonable safeguards, as appropriate for the sensitivity of the information, to protect Personal Information from loss, misuse, and unauthorized access, disclosure, alteration or destruction, including without limitation implementation and enforcement of administrative, technical and physical security policies and procedures, and training of all staff responsible for handling Personal Information on the requirements set forth in this Section;
 - vi. Use encryption or equivalent measures in connection with any transfer, communication or remote access connectivity involving Personal Information, as permitted or authorized herein;
 - vii. Notify LPL promptly of any unauthorized uses or disclosures of Personal Information or any security incident involving Personal Information, including any incidents involving/believe to involve unauthorized access to or disclosure of Patient/Personal Information, of which it becomes aware; provided, further, if Second Party (or any of its AFFILIATES, employees or representatives) is responsible for the security incident, it shall promptly take all appropriate corrective action including, at the request and discretion of LPL, and at the expense of Second Party, to provide notification to individuals the Patient/Personal Information about whom may have been affected;

[Signature] 7
Dr. R.M. ... M.Ch.,
Velammal Medical College Hospital
and Research Institute
Madurai-625 009.

viii. Cooperate with LPL to respond to any inquiries regarding practices related to the collection, use, and disclosure of Patient/Personal Information or any requests to access and correct Patient/Personal Information in accordance with applicable law and LPL policies;

ix. Obligate any third party agent or subcontractor or outsourced phlebotomists to adhere to the standards as described in this Section.

11. **FORCE MAJEURE:**

Notwithstanding anything contained in this Agreement, both the Parties shall not be liable for damages or otherwise for any failure or delay in the performance of any of their respective obligations hereunder caused by earthquakes, floods, storms, Acts of Terrorism, Acts of God, governmental actions or regulations rendering curtailment, equipment breakdown or by reason of any other similar or dissimilar causes beyond the reasonable control of the parties (Force Majeure Events).

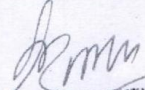
A Party affected by Force Majeure Events, shall give the other Party written notice describing the particulars of the Force Majeure as soon as reasonably practicable after its occurrence but not later than 10 days after the day on which such Party knew of the commencement of Force Majeure or of its effect on such Party.

12. **GOVERNING LAW:**

This MOU shall be governed by and construed according to the laws of India, without reference to its principles of conflict of laws. Both Parties agree to submit to the exclusive jurisdiction of the courts in the City of Delhi.

13. **MISCELLANEOUS**

- i. It is understood and agreed by the Parties that this MOU does not create a fiduciary relationship between them. The Second Party shall be an independent contractor, and that nothing in this MOU is intended to constitute either party an agent, legal representative, subsidiary, joint venture partner, partner, employee, or servant of the other for any purpose whatsoever. This shall be treated as a Principal to Principal vis-à-vis LPL and Second Party.
- ii. Nothing in this MOU authorizes Second Party to make any contract, agreement, warranty, or representation on LPL's behalf, or to incur any debt or other obligation in LPL's name.
- iii. In case the Second Party intends to transfer/assign its rights under the present MOU in favour of any third party, it shall seek prior written consent of LPL. LPL reserves the right to grant/reject approval without assigning any reason thereof. Provided further that in the event that LPL approves such transfer/assignment, the Second Party shall bind such transferee to this MOU so that LPL's rights shall not be prejudiced, jeopardized or adversely affectively.
- iv. Either Party shall not use other's brand name, logo, mark or any other intellectual property in any manner whatsoever.
- v. The terms and conditions as mentioned in the Annexures form an integral part of this MOU and in case of discrepancy between the MOU and Annexures, the provisions contained in the Annexures shall prevail over the Agreement.


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Dr. R.M. RAJA MUTHAIAH, MS, M.Ch.,
Dean
Velammal Medical College Hospital
and Research Institute
Madurai-625 009

- vi. If any provisions of this MOU are declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this MOU which shall continue in full force and effect.
- vii. All notices or other communications required to be given in connection with this Agreement, shall be in writing and shall be sent through Registered Post A/D or Speed Post and by Hand or Commercial Courier, addressed to the intended recipient at its address, set out in this MOU above.
- viii. A Party may, from time to time, notify the other of its change of address, in accordance with this Clause vide email.
- ix. This MOU is executed in two counterparts & both being original, each of which when so executed and delivered shall be an original hereof.

SIGNED THIS THE DAY FIRST MENTIONED IN THE MOU BY THE PARTIES IN PRESENCE OF WITNESSES AS UNDER.

<p>For ONE PARTY</p> <p>Name: Mr. Chandrasekar Ramaswamy</p> <p>Designation: GM - Sales (South)</p> <p><i>R. CHANDRASEKAR</i> General Manager - Sales (South) Authorized Signatory <i>Dr. Lal PathLabs Ltd.</i> Dr. Lal PathLabs Limited 873/874, Gandhi Nagar, J Block, Main Road, Anna Nagar (West), Chennai - 600 040. Ph:044-26161194 / 50589140</p>	<p>For SECOND PARTY</p> <p>Name:</p> <p>Designation:</p> <p><i>R. RAJA MUTHAIAN</i> Authorized Signatory VELAMMAL MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE, MADURAI Dean Velammal Medical College Hospital & Research Centre, Madurai-625 009</p>
---	---

WITNESSES:

1. Name , s/o or d/o Designation and full Address:
① S. Jaijai. s/o J. Saleem Lab Technician.
113 F Muthalamma Devi Street,
Tirumangaluru - 625 706
9944378228
2. Name , s/o or d/o Designation and full Address:

ANNEXURE – A

S.No	Particulars	Remarks						
1.	Name of the	VELAMMAL MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE						
2.	Date and Month	01.08.2018						
3.	Place of Agreement	Madurai						
4.	Address of the Hospital/Lab Email ID	VELAMMAL VILLAGE, MADURAI-TUTICORIN RING ROAD, ANUPPANADI, MADURAI-625 009, TAMIL NADU lab@velammalmedicalcollege.edu.in						
5.	Pricing	<p>LPL shall offer the discounts on the applicable local price list and specialized test price list as per the table below:</p> <p>Domestic</p> <table border="1"> <thead> <tr> <th>Services</th> <th>Discount</th> </tr> </thead> <tbody> <tr> <td>Tests as per applicable local Price</td> <td>South Amended Price</td> </tr> <tr> <td>Specialized tests (MSP – maximum selling price)</td> <td>35%</td> </tr> </tbody> </table> <p>Overseas</p> <p>For all investigations carried out in USA, no discount shall be applicable. SECOND PARTY shall pay additional courier charges of Rs. 1500/- for sending the samples to USA.</p> <p>However, it is further agreed that, in the event SECOND PARTY requests the LPL for sending more than one sample to the same destination for testing then, the LPL shall charge the best discounted price offered by the courier agency to LPL in like circumstances.</p> <p>Any Other conditions</p>	Services	Discount	Tests as per applicable local Price	South Amended Price	Specialized tests (MSP – maximum selling price)	35%
Services	Discount							
Tests as per applicable local Price	South Amended Price							
Specialized tests (MSP – maximum selling price)	35%							
6.	Payment terms	<p>Billing cycle</p> <p>LPL shall raise invoices on monthly basis for all the samples registered in preceding month and SECOND PARTY shall pay all the charges towards the same within 30 days of receipt of invoices from LPL. All such payments shall be made by cheque/RTGS in favour of Dr. Lal Path Labs Ltd., Payable at New Delhi. SECOND PARTY shall be liable to pay interest @ 18% per annum for delay in payments beyond above scheduled period.</p>						

		<p>LPL shall raise the invoice on 7th day of every month for the preceding month giving details of Tests performed and same shall be verified by SECOND PARTY</p> <p>All invoices shall be raised in the name of "Second Party"</p>
7.	Reports	<p>LPL shall provide hard copy/soft of reports to the Second party.</p> <p>The reports shall be on the letter head Dr. Lal PathLabs Limited</p>
8.	Term	<p>This MoU shall remain in force for duration of one (2) year starting from 01.08.2018 till 31.07.2020 and thereafter may be renewed for such duration and upon such terms and conditions as may be mutually acceptable to both the Parties.</p>
9.	Security Deposit	<p>The Second Party has paid a sum of Rs _____/- to LPL on DD.MM.YYYY via Demand Draft/Cheque No. _____ drawn on _____ Bank towards interest free security deposit to ensure performance/fulfillment of its contractual obligations under this MOU, the receipt of which LPL hereby acknowledges.</p>
10.	Any other terms and conditions	



Madurai Health and Leprosy Relief Centre

MAHELERECEN

Registered Society Govt. of Tamil Nadu, Reg. No. 184/91

Registered under FCRA Act Ministry of Home Affairs, Govt. of India, New Delhi (FCRA Reg. No. 075940074)

Registered under 12A, 80G of Income Tax Act, Ministry of Finance, Govt. of India

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Madurai, Tamil Nadu on ..^{01st}..... day of^{Feb}.... 2019 by and between

The Department of Community Medicine, Velammal Medical College Hospital & Research Institute, Madurai, represented by Dr. Samir Bele, Professor & Head of the Department (Hereinafter referred to as the "First Party" or Department)

AND

Madurai Health and Leprosy Relief Centre (Mahelerecen), registered under Tamil Nadu Society's Registration Act 1975 with Registration No. 184/91, having its registered office at No. 12/10, Sister Rose 2nd Street, Melaponnagaram, Madurai, in the State of Tamil Nadu represented by Dr. S. Maria Xavier Turtius, Executive Secretary (Hereinafter referred to as the 'Second Party' or NGO).

A. BACKGROUND

In an effort to improve the health care access to leprosy patients and also to aid in their rehabilitation, and also provide Medical students with knowledge about this special interest group, the First Party and the Second Party have agreed in principle for the welfare of the people to work symbiotically to ensure provision of amenities by way of medical camps and health educational activities in the Madurai District.

B. OBJECTIVES

1. To improve the health care access of leprosy patients by providing primary care and referral services
2. To provide the medical students an opportunity to understand various Epidemiological determinants, clinical manifestations and diagnosis of leprosy
3. To provide the medical students an opportunity to understand the role of an NGO in Leprosy control.
4. To involve the medical students in conducting research among leprosy patients

D. ROLES & RESPONSIBILITIES

1. The Department:

a. **Service:** The Department will be responsible for providing basic medical services at designated location in the community. It will also be responsible for preparation of IEC material and training of the students in providing health education.

b. **Manpower:** The first party will provide manpower in undertaking the activities coming under the MoU.

c. **Materials:** The Department will be responsible for materials required for provision of basic medical care in terms of drugs and laboratory tests to the patients attending the camp.

Office Address : 12/10, Sister Rose 2nd Street, Melaponnagaram, Madurai-625 016, Tamilnadu, India.

E-mail : humanhealthserve@rediffmail.com, mahelerecen@gmail.com

Website : <http://mahelerecen.org.in> www.mahelerecen.50webs.com

d. **Transport:** The Department will be responsible for transportation of Doctors and Students to the designated camp site.

e. **Research:** The Institute will be responsible for maintaining the confidentiality of all data collected for research & publication purposes

2. The NGO:

a. **Teaching Students:** The NGO will be responsible to teach the medical students/interns about the prevention, management and rehabilitation required by leprosy patients and the various activities/initiatives undertaken by the NGO in this context.

b. **Identifying Beneficiaries:** The NGO will be responsible for identifying the leprosy patients who will be benefited from the activities covered by the MoU.

c. **Identifying location:** The NGO will be responsible for identifying location/facilities for conducting the IEC, medical camps and other health promotional activities that are convenient for the Department and the beneficiaries.

d. **Arrangement:** The NGO will make all necessary arrangements at the facility identified for each activity.

e. **Publicity:** The NGO will be responsible for taking the information about each activity to the beneficiaries so that they are aware about such activities and can avail the benefits.

f. **Research:** The NGO will be responsible for helping the students to organise the survey and collect data among leprosy patients.

E. Time Period of the MOU

The MoU will be valid for a period of 1 year from the date it is signed by both parties, i.e. till 02nd Feb 2018 (Date). It can be extended for another one year or its scope increased by mutual agreement. During the validity of the MoU, either party can terminate the agreement by giving one month's notice. In the notice period, both parties will strive to bring the program to a smooth closure.

IN WITNESS WHERE OF THE PARTIES HERE UNTO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST HEREIN BEFORE MENTIONED

For Department of Community Medicine Velammal Medical College Hospital & Research Institute, Madurai Witness: <i>AM</i> CA-ATHIEESWARAN	For Madurai Health and Leprosy Relief Centre Witness: <i>M. Raja</i> M. RAJA
<i>Dr. Samir Bele</i> PROFESSOR & HEAD Dr. Samir Bele, Department of Community Medicine Professor & Head, Velammal Medical College Hospital and Research Institute Department of Community Medicine Velammal Medical College Hospital & Research Institute, Madurai-625009	<i>Dr. S. Maria Xavier Turius</i> For Madurai Health and Leprosy Relief Centre Dr. S. Maria Xavier Turius Executive Secretary, Madurai Health and Leprosy Relief Centre, No. 12/10, Sister Rose 2nd Street, Melaponnagaram, Madurai, -625016

Place:

Dated:

**PROCEEDINGS OF THE DISTRICT COLLECTOR, SIVAGANGA DISTRICT
PRESENT: THIRU.J.JAYAKANTHAN, I.A.S.,**

Roc.No.Q2/2509/2013

Dated:4.03.2019

Sub : District Blindness Control Society, Sivaganga
District NGO permission to conduct free eye
camp for the period of two years from
01.04.2019 to 31.03.2021 - Orders Issued.

Ref : Letter No.012/DBCS/SVG/2019-2021, dated,
11.03.2019 of the District Programme Manager,
District Blindness Control Society, Sivaganga.

=====

ORDER:--

The District Programme Manager, District Blindness Control Society, Sivaganga has submitted proposal seeking permission to conduct free eye camps in Sivaganga District through following seven NGOs.

1. Damien Eye Care Centre, Nilakottai, Dindigul District.
2. Aravind Eye Hospital, Madurai.
3. Sankara Eye Centre, Krishnan Kovil, Virudhunagar District.
4. Meenakshi Mission Hospital, Madurai.
5. Swedish Mission Hospital, Thiruppathur, Sivagangai District.
6. Vellammal Medical College Hospital, Madurai District.
7. Koviloor Eye Hospital, Koviloor, Sivagangai District.

Based on the recommendation of the District Programme Manager, District Blindness Control Society, Sivaganga the above seven NGOs are permitted to conduct free eye camps in Sivaganga District for the period from 01.04.2019 to 31.03.2021 subject to the following condition.

1. That the organizers of the eye camp of the NGOs should inform the District Collector and the Joint Director of Medical & Rural Health Services and Family Welfare of the District concerned one month in advance of their programme for every month.
2. That only qualified Surgeon should do the surgery in the Eye camps.
3. That the Eye camps are subject to the inspection by the Joint Director of Medical & Rural Health Services and Family Welfare, Sivaganga.
4. That the hospital should follow the guidelines prescribed by the Government of India and the Government of Tamil Nadu for the conduct of Eye camps from time to time without fail.

5. That they should take the follow up action for the operated cases in their free Eye camps and in their hospitals without attend to any complication at their cost.
6. Safe and hygiene condition should be maintained if referral cases taken for further treatment outside the district any failure will result in criminal action.

for Collector

14/02/19

To:

1. District Programme Manager,
District Blindness Control Society, Sivaganga District.
2. Damien Eye Care Centre, Nilakottal, Dindigul District.
3. Aravind Eye Hospital, Madurai.
4. Sankara Eye Centre, Krishnan Kovil, Virudhunagar District.
5. Meenakshi Mission Hospital, Madurai.
6. Swedish Mission Hospital, Thiruppathur, Sivagangai District.
7. Vellammal Medical College Hospital, Madurai District.
8. Koviloor Eye Hospital, Koviloor, Sivagangai District.

Copy to : 1. The Project Director, Tamil Nadu State Blindness Control Society, Chennai.
2. The Joint Director of Medical & RH. & F.W., Sivaganga Dist.

कार्यालय मुख्य कार्यालयकारी

भारतीय गैर न्यायिक

402 APR 2019

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ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIANONJUDICIAL

उत्तर प्रदेश UTTAR PRADESH

EV 445979

This Stamp Paper forms part of the Master Vendor Agreement # CW2229051 dated 5th July, 2019 executed between

HCL Technologies Limited

And

Velammal Medical College Hospital & Research Institute



MASTER VENDOR AGREEMENT

This Master Vendor Agreement ("Agreement") is entered into this 05th day of July, 2019

BETWEEN:

- (1) **HCL Technologies Limited**, a Company incorporated under the Companies Act, 1956 having its registered office at 806-808, Siddharth, 96 Nehru Place, New Delhi – 110 019 (hereinafter referred to as the "HCL", which expression, unless repugnant to the context hereof, shall mean and include its successors and permitted assigns) and
- (2) **Velammal Medical College Hospital & Research Institute**, having its registered office at Madurai-Tuticorin Ring Road, Velammal, Anuppanadi, Near Chinthamani Toll Gate, Madurai, Tamil Nadu 625009 (hereinafter referred to as the "Service Provider", which expression, unless repugnant to the context hereof, shall mean and include its successors and permitted assigns)

HCL and Service Provider are hereinafter collectively referred to as the "Parties" and individually as a "Party".

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

WHEREAS:

- A. HCL and its Affiliates are in the business of providing certain information technology services in software development, business process outsourcing, infrastructure management, network security services; internet professional services; network or data center management; client server services; IT help desk services, consulting and other allied activities.
- B. Service Providers and its Affiliates are in the business of Healthcare services and other allied activities and have resources to perform such services on a contractual basis.
- C. Service Providers and HCL have agreed that Service Providers will provide certain Services for HCL and/or its Clients as defined in Service Agreements and Statement(s) of Work to be entered into pursuant to this Agreement on the terms and conditions of this Agreement.

1. DEFINITIONS:

- 1.1. The following terms when used in this Agreement (including the Recitals) shall have the following meaning:
 - a. "Account Manager" means as defined under clause 4.1;
 - b. "Affiliate" means an entity which controls a Party or which is controlled by a Party or is under the common parent where "control" shall mean the ownership of 50% or more shares having voting rights or the right to elect the majority of directors;
 - c. "Agreement" means this Master Vendor Agreement including its schedules and Service Agreements and Statements of Works or Service Order entered into hereunder;



- d. A "**Business Day**" means Monday to Friday both inclusive but excluding all bank and other public holidays at the place in which recipient of Services is based;
- e. "**Change Management Procedure**", unless otherwise specified in the applicable Statement of Work, means the procedures for change control/ management as set out in Schedule A;
- f. "**Charges**" means the fees stated for Services provided by Service Providers under any Service Agreement or Statement of Work and / or Service Order explicitly;
- g. "**Client**" means an entity to which HCL or any of its Affiliates provides or is contracted to provide services, including the Services, as may be expressly identified in the relevant Services Agreement and/or Statement of Work;
- h. "**Client Agreement**" means an agreement between HCL or any of its Affiliates and a Client or any of its Affiliates for the supply of services to the Client, including the Services;
- i. "**Confidential Information**" means any information which is identified as confidential or proprietary, or of a confidential nature including trade secrets, information of a commercial value, financial and charging information, content of the Agreement, customer identities and information, which relates to either Party or its customer or sub-Service Providers;
- j. "**Effective Date**" means as defined under clause 3.1;
- k. "**Employees**" means as defined under clause 2.2;
- l. "**Force Majeure**" shall include war, rebellion, civil disturbance, earthquake, fire, flood, severe weather conditions, acts of governmental authorities whether by regulation, administrative action or otherwise, acts of God, acts of the public enemy
- m. "**Intellectual Property Rights**" means all rights including future rights in inventions patents, designs, copyrights, trademarks, service marks, databases and typography rights (whether or not any of those is registered and including applications for registrations of the foregoing) together with all trade secrets, know-how and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of those which may subsist anywhere in the world;
- n. "**Project**" means all items of work pertaining to a project as described in any Statement of Work;
- o. "**Pre-existing IP**" means all Intellectual Property Rights which are owned, invented, developed or obtained by either Party independent of any Services under this Agreement;
- p. "**Service Agreement**" means an agreement for delivery of services to a Client, signed by the Parties hereto and/or their Affiliates from time to time pursuant to this Master Vendor Agreement containing such terms and conditions as may be appropriate to reflect those within the HCL Client Agreement, which shall unless otherwise agreed between the Parties, be largely in the format of the template set out in Schedule B;



- q. "Service Levels" means the standards of service which Service Providers is required to achieve in the performance of the Services as specified in the Statement of Works;
- r. "Service Order" means purchase order issued by HCL from time to time;
- s. "Services" mean the services provided under any Statement of Work;
- t. "Statement(s) of Work" means the statement(s) of work signed by the Parties hereto from time to time pursuant to this Master Vendor Agreement and a Service Agreement, which shall unless otherwise agreed between the Parties, be largely in the format of the template set out in Schedule C;
- u. "Work Results" means any inventions, methods, techniques, improvements, software designs, computer programs, strategies, data and other works of authorship developed by Service Providers while providing Services under any applicable Service Agreement and Statement of Work.

1.2. If any conflicting or inconsistent terms and conditions are found in this Agreement the following order of precedence will determine which terms prevail:

- a) the Statement of Work or Service Order, as applicable;
- b) the Service Agreement;
- c) this Master Vendor Agreement.

2. SCOPE OF SERVICES:

- 2.1. Subject to the provisions of this Agreement, and Service Agreements which Service Providers and HCL may execute from time to time, Service Providers shall perform and/or provide such Services as may be described in the Statement(s) of Work which Service Providers and HCL may execute from time to time.
- 2.2. The Services may be performed by Service Providers by engaging employees, agents, sub-Service Providers, consultants and/or representatives of Service Providers (collectively the "Employees"). Service Providers will remain HCL's sole point of contact regarding the Services. Without limiting the foregoing, Service Providers will be liable for any acts or omissions of Employees to the same extent as if the relevant act or omission had been that of Service Providers, and will indemnify HCL for any loss, costs, damages or expenses suffered or incurred as a result of any act or omission by Employees.
- 2.3. Service Providers will ensure that the Services are provided by Employees who are suitably skilled and experienced for the tasks they perform.
- 2.4. Service Providers acknowledges and agrees that it shall be solely liable with respect to any employee related obligations as may be applicable under law towards such Employee, including but not limited to the following:
 - a) payment of remuneration,



- b) making any appropriate deductions/contributions on behalf of the Employee towards all the employee related funds, such as provident fund, gratuity etc.
 - c) paying and depositing each month the various social insurances applicable for every Employee. In the event that the government issues new regulations with respect to the social insurances, the Service Providers shall make the necessary adjustments accordingly.
 - d) the Service Providers shall protect the safety and health of every Employee during the work and production, and shall improve working conditions continually and avoid any work related injury accident and occupational disease to create safe, sanitary and comfortable working conditions for the Employees.
- 2.5. No Services or Project will be undertaken without a Statement of Work executed by both Parties or Service Order issued by HCL. Each Statement of Work or Service Order together with the Service Agreement and this Master Vendor Agreement shall constitute a distinct contract enforceable according to its terms. The Service Agreement(s) and Statement(s) of Work or Service Order(s) signed by the Parties hereto shall form part of this Agreement and shall be governed by the terms of this Agreement.
- 2.6. Service Provider will ensure that if any services, functions or responsibilities not specifically described in the Agreement are reasonably required for the proper performance and provision of the Services (either under the Master Vendor Agreement or Services Agreement or any Statement of Work or any Service Order), they will be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in the Agreement or such Services Agreement or such Statement of Work or Service Order.
- 2.7. The Service Provider agrees and ensures that if the nature of the Services is such that the Service Provider is required to deploy women employees during night at HCL establishment, the Service Provider shall be obligated to first ensure full compliance with all legal provisions in this regard including but not limited to those contained in the notifications and circulars issued by the government or the local police from time to time with regard to deployment or employment of women during night. The Service Provider alone shall be liable for the consequences including penal consequences for violation of any statutory or other condition or requirement in this regard, and the Service Provider undertakes to indemnify and keep indemnified HCL for all or any action or proceedings including any legal proceedings that may be instituted against HCL by any Authority, statutory or otherwise, for violation of any such statutory or other legal requirement or condition.
- 2.8. Service Providers shall procure undertaking from its parent HCL for its obligations under this Agreement.
- 2.9. In the event of delay in performance of Services, HCL shall, unless otherwise set out in the relevant Statement of Work, be entitled to liquidated damages to a minimum of 0.5 percent (0.5%) of the price of the Service for each day of delay or shortfall in achievement of applicable Service Levels, such liquidated damages being capped to a total of 20% of the value of the relevant Service Agreement.
- 3. TERM**
- 3.1. This Master Vendor Agreement shall come into effect on the **01st day of July, 2019** ("Effective Date") and shall remain in force, for a period of 2 years from the Effective Date. HCL may, for any reason



whatsoever, elect to extend the term for a period of time designated by HCL of up to two (2) years from the end of the initial term at the same terms and conditions.

4. ACCOUNT MANAGEMENT

- 4.1. **Account Managers.** Each Party shall designate one of its employees or authorized representatives to be the account manager (the "**Account Manager**") for each of the Service Agreements. Each Party shall authorize its Account Manager to act on behalf of that Party on all matters in relation to the relevant Service Agreement. Each Party shall notify the other in writing and in advance of any replacement of an Account Manager.
- 4.2. **Co-ordination.** The Account Managers for each Service Agreement shall converse/meet as often as required to review the status of the Service Agreement and Statement(s) of Work thereunder.

5. COMPENSATION AND EXPENSES

- 5.1. The fees to be paid by HCL to Service Providers in consideration for the Services rendered pursuant to this Agreement, the Service Agreement and the Statement of Work or Service Order (the "Charges") shall be as set out in the Statement of Work or Service Order. The Charges constitute full compensation for the Services rendered pursuant to this Agreement, the Service Agreement and the Statement of Work or Service Order. HCL will pay to Service Providers the Charges explicitly set out in the Statement of Work or Service Order. Service Providers will not be entitled to any additional charges for the Services.
- 5.2. **Out-of-Pocket Expenses.** Where entitlement for payment of expenses is agreed upon between the Parties HCL shall reimburse Service Providers travel-related, out-of-pocket expenses actually incurred, as provided in the applicable Statement of Work. HCL will not be liable to pay Service Providers any expenses which are not agreed and explicitly set out in the Statement of Work or otherwise approved by Service Providers in advance.
- 5.3. **Billing.** Unless otherwise stated in a Statement of Work or Service Order, Service Providers shall invoice HCL for annual maintenance Charges set out in each Statement of Work quarterly in arrears and for all other usage based Charges set out in each Statement of Work or Service Order monthly in arrears.
- 5.4. **Payment Terms.** A consolidated softcopy of invoice in respect of the Charges due in relation to any Services shall be raised and delivered to HCL by the tenth Business Day of following month, and a hardcopy invoice shall be dispatched on that date. The cut-off date and detail of Charges to be included shall be set out in each Statement of Work and Service Order. Unless otherwise agreed by the Parties in writing, all invoices submitted by Service Providers shall be paid by HCL through letter of credit (LC) of 360 days with interest for the first 120 days to the Service Providers' expense, provided that the amounts invoiced are then due and payable. HCL shall pay the amount or amounts in question after the deduction of applicable withholding tax. Invoices must be submitted promptly in accordance with the agreed terms.
- i. The Parties agree that the Service Providers' obligation to render services/provide deliverables as set out under this Agreement/PO shall be valid only till the expiry of Agreement/PO validity date ("Validity Date") and that HCL shall not be liable to make any



payments as may be claimed by the vendor for services/deliverables provided by the Service Providers beyond this Validity Date. The Parties agree that in case services/deliverables are to be delivered beyond the Validity Date then the Service Providers should raise a request with HCL to get the revised PO / renewed agreement issued from HCL in its favour 45 days prior to the Validity Date.

- ii. The Parties further agree that Service Providers shall raise and submit the invoice(s) for the Services delivered to HCL within 60 days from the date of delivery or acceptance (as applicable) of Services, failing which HCL will not be liable to consider the same for payment. The Service Providers shall mention the purchase order/contract release order ('PO'/'CRO') number, date or the period Services were performed, brief description of the Services performed, invoiced amount and HCL's relevant legal entity address, in the invoice(s) and shall not deliver any services to HCL without receipt of a valid PO/CRO from HCL.
- iii. The Service Providers agrees to indemnify HCL against any loss that HCL may suffer for not being able to claim input tax credit / credit of indirect taxes including GST (as applicable) for reasons attributable to the Service Providers including Service Providers' failure to submit the invoices within aforesaid timeline or Service Providers delays / fails to deposit taxes and file returns with appropriate authority.

5.5. **Taxes:** Except where otherwise stated any amount payable under this Agreement is exclusive of VAT/GST as applicable. For any supply made under this Agreement which is subject to GST/VAT, HCL agrees to pay the amount for the supply plus the GST/VAT payable ("GST/VAT Amount"), except where the liability to remit the GST to the tax authority is on HCLT under reverse charge mechanism. HCL shall not be responsible for any other taxes.

- i. The GST/VAT Amount will only be paid after the Service Providers/Vendor has provided HCL a valid tax invoice (which mentions among other requirements of GST Laws, the GST Number and 'Place of Supply') and the invoice details have been reported to the tax authority, by the Vendor / Service Providers as required by law.
- ii. For any adjustment on account of deficiency of service / goods or price revision, appropriate debit notes/ credit notes (disclosing the details as prescribed under the applicable GST/VAT law) will be issued for the such adjustment.
- iii. Where the Service Providers/Vendor has not reported the invoice details as required by law or has failed to deliver invoices within timeline as imposed in this section herein-above or otherwise has not complied with the law relating to GST/VAT and HCL has suffered a loss of credits, refunds or similar or any claims or penalties, then the Service Providers/ vendor will keep HCL indemnified against and such losses, claims, loss or penalty, and shall immediately, not later than 05 days of written notice from HCL, reimburse to HCL the relevant amounts or if such reimbursement is not made then such amounts shall be adjusted against subsequent payments to be made to the Vendor /Service Providers.
- iv. Service Providers/Vendor further agrees to indemnify HCL against any loss or damages that HCL may suffer due to a non-compliance or breach of applicable GST/VAT and related laws by Vendor/Service Providers.



- v. Service Providers/Vendor acknowledges and agrees that HCL shall be (without prejudice to its rights under law) free to terminate this Order/ Agreement at will, without any liability, if Service Providers/Vendor breaches the GST/VAT and related laws or fails to maintain a good compliance rating under the GST Laws or fails to comply with provisions stated herein above.
 - vi. The Service Providers shall itemize material, labour, any special charges or costs, shipping, other direct charges, travel, GST/VAT, service and/or other applicable taxes or any other statutory contributions in all the invoices. All taxes shall be identified on the invoice in the currency for payments of fees/ charges and equivalent local currency.
 - vii. Invoice Process: Service Providers shall send all its invoices in hard copy form to HCL's billing address as mentioned in the HCL's Purchase Order.
 - viii. The discount/credit period begins only upon receipt of correct invoices at HCL's vendor portal/ billing address, as mentioned hereinabove or the date any applicable discrepancy in such duly submitted invoice is resolved and the invoice is accepted, whichever date is later.
 - ix. All payment inquiries must be submitted only to the attention of ap.helpdesk@hcl.com (For Non-IT Vendors) or Escalation_ITPayment@hcl.com (For IT Vendors), or such other email or postal address as HCL may specify from time to time.
- 5.6. **Dispute Invoice.** In the event that HCL, acting in good faith, advises Service Providers that it does not agree that the invoice is accurate, it shall be entitled to withhold payment of the disputed invoice until the dispute is resolved.
- 5.7. **No Service Providers Employee Claims.** The payment due by HCL to Service Providers is solely owed to Service Providers. The Service Providers Employees have no direct claims against HCL arising out of their service or project work, whether for expenses or for any other reason.
6. **TERMINATION:**
- 6.1. **Non-payment.** If HCL defaults in the payment of any undisputed amount due under any Statement of Work and does not cure the default within sixty (60) days after receiving written notice of such default, Service Providers may terminate the particular Statement of Work after providing at least sixty (60) days written notice to HCL.
- 6.2. **Breach.** If Service Providers materially breaches any term of this Agreement, and does not cure the breach within fifteen (15) days after receipt of notice specifying the breach, HCL may terminate the Statement of Work and/ or the Service Agreement and/or this Agreement immediately upon written notice. For the avoidance of doubt, HCL reserves the right to terminate the complete or in parts any applicable Service Agreement or Statement of Work as it may decide in its discretion.
- 6.3. **Involuntary Termination.** If either Party is unable to pay its debts generally as they come due, or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other Party may, by



giving prior written notice thereof to such Party, terminate this Agreement as of a date specified in such notice of termination.

- 6.4. **Convenience:** HCL may terminate this Agreement and/or Services Agreement and/or Statement of Work either whole or in part for convenience, without incurring any additional costs or liability, upon HCL providing Service Providers not less than fifteen (15) days written notice.
- 6.5. **Forced Termination:** HCL can immediately terminate Services Agreement and/or Statement of Work and/or Services Order upon HCL providing Service Providers not less than fifteen (15) days written notice without any liability in case if HCL's contract with its Client gets terminated at any stage for whatsoever reasons, unless otherwise stated under the relevant Services Agreement or Statement of Work.
- 6.6. **Return of Materials.** In the event of termination of this Agreement, for whatsoever reason, each Party agrees to return to the other Party all property and documentation, written or descriptive matter, including but not limited to drawings, blueprints, descriptions, drafts, and Work Results ("Material") which may contain any Confidential Information owned by the other Party, except such Material in the possession of HCL, for which Service Providers has been paid by HCL or such Material which is part of the Services delivered, for which HCL agrees to pay Service Providers on termination as set out in the Statement of Work explicitly. For avoidance of doubt HCL shall not be liable to pay anything which is not expressly set out in the Statement of Work.
- 6.7. **Consequence of Termination.** Unless specifically terminated as set forth in this clause 6, all Service Agreements and Statements of Work or Service Orders which require performance or extend beyond the term of this Master Vendor Agreement shall be so performed and extended and shall continue to be subject to the terms and conditions of this Agreement. In case of termination, HCL in order to continue to receive Services, may approach Service Providers Affiliates including sub-Service Providers and Service Providers shall use reasonable endeavors to facilitate the novation of its agreement with the Affiliate including sub-Service Providers to HCL.
- 6.8. **Termination Assistance,** In the event of termination or expiry of this Agreement or any Services Agreement or Statement of Work, the Service Providers shall provide any termination assistance services that HCL may, acting reasonably, require. Except in the event of termination by HCL for cause, HCL will pay the for-termination assistance services in accordance with then applicable time and material rates and in absence of any such rates, at the price mutually agreed between the Parties.

7. CONFIDENTIALITY AND DATA PROTECTION:

- 7.1. All written, digital and oral Confidential Information communicated by one Party to another shall be held in strict confidence by both Parties and be used only for purposes of this Agreement. No such information, including the provisions of this Agreement, shall be disclosed by the recipient without the prior written consent of the other Party, except as required by law or to comply with any regulatory or similar requirement. If either Party is required to disclose any Confidential Information of the other Party under law, the Party so required shall notify the other Party immediately and shall co-operate in seeking a reasonable protective order.



- 7.2. This clause 7 shall not apply to information which is (i) in the public domain, (ii) already known to the recipient and the recipient can show that it was in possession of such information prior to receipt of such information from the disclosing Party, (iii) developed independently by the recipient without the benefit of any confidential information of the disclosing Party, (iv) received from a third party without similar restriction and without breach of this Agreement or a similar agreement, (v) required to be disclosed by an order of a court or regulatory authority of competent jurisdiction, or (vi) required to be disclosed by HCL to its Client or its authorized agents or representatives in strict confidence subject to the terms of a non-disclosure agreement between HCL and its Client or HCL and its authorized agents or representatives as the case may be, under which it shall not be disclosed to any other party except to its employees, consultant and advisors. .
- 7.3. Confidentiality obligation under this Agreement shall survive for a period of five (5) years after the expiry of this Agreement except that the confidentiality obligation with respect to the Client's Confidential Information, trade secrets and source codes shall survive the expiry/termination of this Agreement without any limitation.
- 7.4. The Parties will comply with the provisions and obligations imposed by the applicable data protection laws depending upon the delivery and performance of Services in storing and processing personal data, and will not disclose to a third party any personal data on the other Party's employees, customers or Service Providers which may come into their possession. Both the Parties will be obliged to comply with the Client's reasonable requirements, requirements specific to the law of the land and other requirements for compliance from time to time which is required for smooth operations and service delivery. The Parties will sign off any such compliance from time to time on behalf the Party, the Affiliates and, including but not limited to execution by Service Providers of a data transfer agreement with HCL and shall procure that any Service Providers Affiliate, and/or sub-Service Providers shall also enter into an agreement in the same form. All personal data acquired by either Party from the other will be returned to the disclosing Party and or destroyed on request. Each Party will respond promptly to the other in dealing adequately with all enquiries received relating to data protection.
- a. Where HCL's Data is processed/ accessed by the Service Providers, its agents, sub-Service Providers or employees under or in connection with this Agreement, the Service Providers shall, and shall procure that its agents and employees shall:
 - b. only process the HCL Data in accordance with instructions from HCL (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by HCL to the Service Providers from time to time);
 - c. not otherwise modify, amend or alter the contents of the HCL Data or disclose or permit the disclosure of any of the HCL Data to any Third Party unless specifically authorized to do so in writing by HCL;
 - d. Implement and ensure that its agents, Sub-Service Providers and employees implement appropriate technical and organizational measures to protect HCL Data against unauthorized or unlawful processing/ access and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from unauthorized or unlawful processing or accidental loss, destruction or damage to HCL Data and to the nature of the HCL Data which is to be protected;



- e. keep all HCL Data and any analyses, profiles or documents derived therefrom separate from all other data and documentation of the Service Providers;
- f. Process the HCL Data in accordance with the Data Protection Legislation (as applicable or as recommended by HCL) and not do or permit anything to be done which might cause HCL in any way to be in breach of the Data Protection Legislation;
- g. Appoint and identify to HCL a named individual within the Service Providers to act as a point of contact for any enquiries from HCL relating to HCL Data;
- h. Immediately upon the termination or expiry of the Agreement or, if sooner, the Service to which it relates and as soon as possible thereafter, at HCL's option, either return, or delete from its systems, the HCL Data and any copies of it or of the information it contains and the Service Providers shall confirm in writing that this clause has been complied with in full.
- i. The Service Providers warrants that it has the necessary legal authority in any country where any Processing of HCL Data shall take place under the Agreement in order to carry out the Processing, and undertakes to comply with any of the Data Protection Legislation which is applicable in such country.
- j. Without prejudice to any other provision of the Agreement, HCL may, on reasonable notice, request a detailed written description of the technical and organizational methods employed by the Service Providers for the Processing of personal Data. Within ten (10) days of receipt by the Service Providers of HCL's written request (which shall include a detailed description of HCL's reasonable requirements), the Service Providers shall deliver a written report to HCL in sufficient detail that HCL can reasonably determine whether or not any applicable personal Data is being or has been processed in compliance with the Data Protection Legislation.

8. Security

The Service Providers shall comply, and shall procure that each of the Service Providers Personnel shall comply, with:

- (a) the Security Policy and all other data protection policies of HCL as notified to the Service Provider;
- (b) all applicable site-specific security requirements relating to HCL Premises, as are notified to the Service Providers in writing from time to time;
- (c) the Service Providers own internal security standards; and
- (d) Good Industry Practice.
- (e) The Service Providers shall co-operate with any investigation relating to security which is carried out by or on behalf of HCL, including providing any information or material in its possession or control and implementing new security measures, to the extent reasonably requested by HCL.
- (f) Each party shall advise the other as soon as it is aware of any security breach or potential security breach which may affect the Services or HCL's reputation.



(g) A breach of this clause **Error! Reference source not found.** shall constitute an irremediable material breach of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Both Parties agree and acknowledge that performance of this Agreement, including the Statements of Work, may result in the discovery, creation or development of Work Results as well as usage of any Pre-existing IP of either Party. Service Providers agrees to deliver to HCL the Work Results promptly.
- 9.2. Service Providers agrees and acknowledges that all Intellectual Property Rights, title and interests in and to the Work Results shall fully vest in HCL on the creation of the same. To this end, Service Providers fully and effectively assigns and transfers, and will ensure that each Service Providers Employee will fully and effectively assign and transfer, to HCL all rights, title and interests in and to the Work Results. In particular but without prejudice to the generality of the foregoing, all copyright and patent rights in and to the Work Results including but not limited to the right of transfer, sale, modification, sub-licensing and licensing of such Work Results to third parties shall vest in, and be assigned and transferred to HCL. All Pre-existing IP owned by each Party and enhancements thereto shall remain vested in that Party with full ownership rights therein. Unless otherwise specifically agreed upon in a Statement of Work, neither Party shall get any rights in the Pre-existing IP of the other Party. Service Providers shall not incorporate any of its Pre-Existing IP or any third-party IP in any Work Results without requiring HCL's prior written consent. Further, HCL acknowledges that Service Providers provides consulting, implementation, maintenance and support services to its other clients/customers and agrees that nothing in this Agreement shall be deemed or construed to prevent Service Providers from conducting such business by using Pre-existing IP of Service Providers, unless otherwise stated explicitly in the Statement of Work. Service Providers agrees to grant to HCL, for its benefit and for the benefit of its Affiliates, Clients (including their Affiliates) and agents a royalty-free, fully paid-up, non-exclusive, non-transferable license to the extent reasonably necessary to enjoy the benefit of the Services and/or the Work Results.
- 9.3. In the event that the Services or any part thereof are held to constitute an infringement of any rights of third party(ies), Service Providers shall at its expense and on receipt of written request from HCL either:
- (a) procure the right to continue providing the Services or infringing part thereof within a reasonable time; or
 - (b) modify the provision of the Services or infringing part thereof in agreement with HCL so that they are non-infringing and satisfy the specifications of the relevant Statement of Work.
- 9.4. Service Providers hereby undertakes to fully indemnify and keep fully indemnified HCL against any liability for loss, claims, demands, expenses and reasonable legal fees directly incurred in this connection arising out of any claim or losses or damages incurred by the Service Providers arising out of or in relation to a claim that the Services, Work Results or any part thereof constitutes an infringement or alleged infringement of the Intellectual Property Rights of a third party.

10. WARRANTIES



- 10.1. **Warranties of Inducements.** Service Providers warrants that (i) it has not violated any applicable laws, legal and such other statutory requirements, rules or regulations regarding the offering of unlawful inducements in connection with this Agreement; (ii) it shall at its own cost all times comply with any applicable laws, legal and such other statutory requirements (including identifying and procuring requisite permits, licenses, registration, certificates, approvals and inspections) or industry standards which are applicable to the Services;
- 10.2. **Warranties as to Services.** Service Providers warrants that the Services shall be performed by qualified personnel, competent enough in skills and experience to do the job, in a manner consistent with the best commercial and technical standards in the industry.
- 10.3. **Services Levels.** Service Providers agrees to maintain Service Levels and standards for the performance of Services set forth in the applicable Services Agreement and/or Statement of Work. Service Levels and service credits shall be measured and computed in accordance with the provisions contained in the relevant Services Agreement and/or the Statement of Work. Without prejudice to the provision of service credit, HCL may be entitled to any other relief under this Agreement, law and equity for Service Providers failure to meet Service Levels.

11. LIABILITIES AND INDEMNITIES

- 11.1. **Limitation of Liability.** In no event shall either Party be liable with respect to its obligations under or arising out of this Agreement for indirect or consequential damages.
- A. The liability of Service Providers, whether in contract or in tort (including breach of warranty, negligence and strict liability in tort) for any event giving rise to liability shall be limited to amount equal to two hundred percent (200%) of the total contract value including value of all the Statement of Works.
- B. The limitations of liability set out above shall not apply to:
- (a) death or personal injury resulting from negligence;
 - (b) fraud or statements made fraudulently;
 - (c) breach of confidentiality;
 - (d) breach of intellectual property rights;
 - (e) liability for gross negligence and willful misconduct;
 - (f) liability for damage to property;
 - (g) indemnification obligations under this Agreement;
 - (h) failure to comply with applicable statutory obligations; and
 - (i) any other acts or omissions for which the governing law prohibits the exclusion or limitation of liability;
- C. In no event will HCL's total aggregate liability under this Agreement exceed the amount of unpaid Fees and expenses due by HCL to the Service Providers, even if HCL is advised of the possibility of such damages.



12. HEALTH, SAFETY & ENVIRONMENT and ENERGY Requirements

- i. As an 'Employee First' organization, at HCL Technologies, we believe that Human Capital is our greatest strength being in the business of IT services, business solutions and outsourcing and in accordance with that - Health, Safety and Wellbeing of our Employees and other Stakeholders are essential element of a successful and sustainable business. In line with this, the Service Providers too shall ensure that it takes care of following Health and Safety provisions:
- ii. All Vendors performing work and or providing deliverables to HCL under respective agreement executed with HCL, at HCL Technologies facilities, shall comply with HCL's HSE & E Requirements and all applicable laws and government regulations pertaining to environmental, energy, health and safety standards and/or work practices. Failure to abide by these statutory prescribed obligations may subject you or your firm to be disqualified for future work at HCL and or termination of your existing agreements with HCL.
- iii. Such Laws and regulations may include, but shall not be limited to, applicable Acts with respect to air, water, noise pollution etc., rules & regulations any guidelines, orders as specified by Central Pollution Control Board, Applicable State Pollution Control Board, Ministry of Environment and Forest (MoEF), National Building Codes, Petroleum and Explosives Safety Organization (PESO) and by any other government organization regulating or dealing with health safety and energy issues..

12.1 Occupational Safety:

Service Providers shall ensure that worker exposure to hazardous activities including but not limited to electrical works, working near radio frequency waves, working near rotating machinery, civil works, hot works, driving, working at height or elevated platforms are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures/Safe Work Method Statements (including lockout / tag out), and ongoing occupational safety training. Where hazards cannot be adequately controlled by these means, Service Providers shall provide the workers with appropriate, well-maintained, personal protective equipment (PPE). Workers shall not be discouraged from raising safety concerns.

12.2 Emergency Preparedness

Service Providers shall ensure that emergency situations and events are identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills. Service provider shall create awareness of all emergency paraphernalia and exit paths available at site of work to ensure their safety in case of an emergency.

12.3 Occupational Injury and Illness

Service provider to ensure reporting of any occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases;



c) provide necessary medical treatment; d) incident investigation and implement corrective actions to eliminate their root causes; and e) facilitate return of workers to work, debriefing and post-traumatic stress procedure.

12.4 Physically Demanding Work

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled. A periodic training focused on safe material handling operations and ergonomics should be provided to such workers by the service provider.

12.5 Machine Safeguarding

Any machinery (having rotating/moving parts) is to be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers. A periodic training focused on safe use of power tools, machines, should be provided to the workers by the Service Providers.

12.6 Environment Management: As a responsible corporate, at HCL Technologies, we believe that we have got accountability to the future – also an imperative role to play in addressing global challenges such as climate change and Environment Sustainability. HCL Technologies commits itself to confronting these challenges by assuming a leadership role in fostering a sustainable environment and responding appropriately to the risks posed by Environment degradation. In line with the same, the Service Providers shall ensure compliance to following requirements to ensure a sound Environment Management System:

12.7 Pollution Prevention and Resource Reduction

Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying the maintenance and facility processes, materials substitution, conservation, recycling and re-using materials. All efforts should be made to reduce the energy consumption, fuel consumption and thereby reducing the total carbon emissions of business operations

12.8 Hazardous Substances

Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, use, recycling or reuse and legitimate disposal.

12.9 Wastewater and Solid Waste and Air Emissions

Wastewater, solid waste and air emissions generated from service operations/maintenance activities are to be minimized and controlled to the maximum extent possible.

12.10 Product Content Restrictions

Service Providers are to adhere to all applicable laws and regulations regarding prohibition or restriction of specific substances used by them in customer premises, including labeling for recycling and disposal.

12.11 HCL Further EXPECTS

- i. Service Providers will respect internationally proclaimed Human Rights and should avoid being complicit in human right abuses of any kind. Service Providers should respect the personal dignity, privacy and rights of every individual.



- ii. Service Providers are expected to demonstrate Energy Saving awareness as well as Emissions Reductions where applicable. Additionally, Service Providers are expected to increase usage of Green Packaging (re-cycled, re-usable etc.) wherever applicable/feasible.
- iii. The Service Providers, their sub-Service Providers & their staff shall take all precautions for the protection of Environment and health & safety of its workers at the time of executing any job at any of HCL premises.
- iv. They should also take appropriate measures not to cause any damage or injury knowingly or unknowingly to others which may include HCL employees including third party resources, visitors, animals etc. due to unsafe work practices by any of its workers.

12.12 Other requirements:

- i. Service Providers shall be evaluated, where applicable, on the basis of energy performance of products, services and equipment's wherever such products, services and equipment's will have or can have an impact on the significant energy use
- ii. Service Providers performance as per the agreed terms, conditions and specifications shall continuously be evaluated and suitable action shall be initiated, if required, against the vendor where Service Providers performance is not satisfactory
- iii. Service Providers shall ensure that service and product that is being offered from their side conforms to specified purchase specifications and requirement's all the time

12.13 Health, Safety, Environmental and Energy Trainings:

The Service Providers is responsible for ensuring all of its employees have proper training with regard to environmental, energy, health, and safety management system requirements and are competent to perform their job functions at HCL work sites. Vendor will participate in any limited training offered by HCL to ensure that Vendor employees and sub Vendors are familiar with HCL's services, HSE procedures, and environmental and energy management requirements, etc.

13 INDEMNIFICATION:

Service Providers shall indemnify, defend and hold HCL harmless from all claims, losses, damages, demands, liabilities, costs and expenses, arising by reason of:

- a) any claim for personal injury of any agent, employee, customer, or business visitor of HCL or damage to tangible property;
- b) any breach of confidentiality or intellectual property rights provisions;
- c) any other claims that arises out of any action or inaction by the Service Providers or its employees or agents

14 MOST FAVORED CUSTOMER:

The Service Providers will treat HCL group as a most favored customer in its provision of Services; i.e. the Service Providers will at all times during the term of the Agreement offer HCL group pricing, resources and quality of services that in all aspects are not less favorable to HCL group than the



pricing and quality offered to other customers of the Service Providers. It is acknowledged by the Parties that the most favored customer concept extends beyond pricing. HCL shall have the right to perform audits in accordance with clause 16 to ensure compliance with this clause 14.

15 INSURANCE:

- a. **General.** Service Providers shall, at its own expense, maintain in effect such insurance policies with a reputable third party insurance HCL as it is required to hold under applicable regulations and such other policies, at such coverage limits, as a prudent business conducting similar operations would maintain (the "**Insurance Policies**").
- b. **Insurance Limits.** The Insurance Policies will include the following cover:
 - i. public liability insurance in respect of loss or injury to persons or damage to tangible property with a minimum level of cover of 10 million USD;
 - ii. professional indemnity insurance with a minimum level of cover of 10 million USD; and
 - iii. employers liability insurance with a minimum level of cover of 10 million USD.

16 MISCELLANEOUS:

- a. **Audit.** Service Providers shall provide HCL, its Clients and their auditors with, and allow them access to, such information, records, materials and explanations as HCL, its Client or their auditors reasonably requires in relation to the provision of the Services HCL shall provide as much notice of the audit as is reasonably practicable.
- b. **Compliance with Laws.** Each Party will comply with the requirements of any applicable laws, statutes and regulations relating to the provision of the Services and all of its obligations under this Agreement. In particular, the Parties agree to comply will all applicable laws relating to health and safety, data privacy, personal data, trans-border data flow and data protection.

17 ANTI BRIBERY & ANTI CORRUPTION:

HCL is committed to conducting its business ethically and lawfully. To that end, HCL expects that the Service Providers also will conduct its business ethically and lawfully; and accordingly, the Service Providers hereby acknowledges, declares and agrees that:

- a. It shall, at all times, comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption and will not take any action or fail to take any action that would cause HCL or any of its affiliates or its customers / clients to fail to comply with any applicable anti-corruption legislation (including the Prevention of Corruption Act, 1988; Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq. and the U.K Bribery Act of 2010);
- b. It has read and understood the Anti-Bribery and Anti-Corruption Policy (the "ABAC Policy") of HCL given in its website at <http://www.hcltech.com/about-us/corporate-governance/governance-policies>;
- c. This Agreement was awarded to it in a fair and transparent selection process.



- d. Throughout the term of the Agreement, the Service Providers shall maintain in place its own policies and procedures to ensure compliance with the provisions of this Section and will enforce them where appropriate;
- e. It shall comply with ABAC Policy of HCL as applicable to an employee of HCL, and that no gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by Service Providers or any of directors, senior executives, offices or other employees (whether permanent, fixed-term or temporary), consultants, Service Providers or agents (such personnel, collectively, "Executive(s)") of the Service Providers to any HCL Executive or members of their immediate families with a view toward securing a favorable treatment from HCL. If HCL has cause to believe that the Service Providers or any Executive of the Service Providers has violated the provisions of this Section or behaved unethically or unlawfully under, or in connection with, this Agreement, HCL shall terminate this Agreement immediately with no further obligations to the Service Providers and shall further blacklist the Service Providers and its affiliates.
- f. It will promptly report through an email to whistleblower.hcl@tari.co.in or to the local compliance or HR manager, any request or demand for any undue financial or other advantage of any kind, received by it or its Executive from any HCL Executive in connection with the performance of this Agreement or any other transaction with HCL in violation of the ABAC Policy.
- g. It will immediately notify HCL, in writing, if a government or public official becomes an officer or employee of the Service Providers organization or acquires a direct or indirect shareholding interest in the Service Providers organization. The Service Providers warrants and represents that as of the Effective Date, there are no government or public officials who are officers, employees or direct or indirect owners of the Service Providers organization.
- h. It will ensure that any person associated with the Service Providers (including but not limited to any sub-contractors, supplier or Service Providers of the Service Providers), in performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Service Providers under this Agreement and that the Service Providers shall be fully responsible for the non-observance and/ or non-performance by such persons of the provisions of this Section.
- i. Failure to comply with the provisions of this Section shall constitute a material breach of the Agreement. Upon such failure, notwithstanding any other provisions of the Agreement, HCL shall have a right to terminate the Agreement and all work orders hereunder immediately without any notice or cure period. In addition, the Service Providers shall indemnify, defend and hold harmless HCL, its affiliates and its and their Executives from and against any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation) or other proceedings or of any claim, default or assessment suffered, incurred or sustained by any of the HCL Executives or to which any of the HCL Executive becomes subject, resulting from, arising out of or relating to the Service Providers 's breach of this Section."



- 18 **Entire Agreement.** The Agreement constitutes the final, entire, and exclusive agreement between the Parties with respect to their subject matter and supersedes all prior oral or written agreements in this regard.
- 19 **Waiver.** No change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which it is sought to be enforced. No delay or omission by either Party in exercising any right hereunder shall be construed as a waiver. A waiver by either of the Parties of any provision or breach shall not be a waiver of any other provision or breach.
- 20 **Relationship of Parties.** Service Providers is acting only as an independent Service Providers. This Agreement shall in no event be construed in such a way that either Party constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other Party.
- 21 **Non Solicitation.** Contactor shall not, during the term of this Agreement and/or a Services Agreement and/or a Statement of Work and for a period of twelve (12) months after the expiry or termination thereof, directly or indirectly, employ or offer to employ any person who is an employee of HCL.
- 22 **Non-Compete:** - Service Providers undertakes that that it shall not approach or solicit, or provide services to the HCL's end customer, directly or indirectly, either on its own or with any other partner, without involvement of HCL, in relation to or in connection with the purpose of this Agreement.
- 23 **Force Majeure.** Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other Party for any failure to perform, or delay in the performance of, that Party's obligations hereunder, when such failure to perform or delay in performance is caused by an event of Force Majeure; provided, however, that the Party whose performance is prevented or delayed by such event of Force the affected Party shall give prompt notice thereof to the other Party. . In case such event of Force Majeure continues for a period of more than ten (10) days, HCL may opt to terminate the applicable Statement of Work and/or Service Order either entirely or partially as it may decide in its discretion.
- 24 **Severability.** If any provision of this Agreement is held to be unenforceable, the remaining provisions shall be unaffected. In lieu of the invalid provision or to fill the unintentional gap a legally valid and enforceable provision agreed between the Parties shall apply which corresponds as closely as possible to the intentions of the Parties according to the purpose of this Agreement. Each provision of this Agreement, which provides for a limitation of liability, disclaimer of warranties, indemnification, or exclusion of remedies is severable from and independent of any other provision. Further, in the event that any remedy hereunder is determined to have failed of its essential purpose, all limitations of liabilities and exclusions of damages shall remain in effect.
- 25 **Survival.** Such provisions of this Agreement which are expressly or impliedly intended to survive after termination or expiration of this Agreement, shall continue in effect after termination or expiration of this Agreement.
- 26 **Governing Law.** This Agreement shall be governed by the exclusive laws of India without giving effect to any rules of conflicts of law. The United Nations Convention on Contracts for the



International Sale of Goods does not apply to this Agreement. The Parties submit to exclusive jurisdiction of Courts in New Delhi.

- 27 **Amendments.** All changes and amendments to this Agreement or to any attachment thereto are valid only if made in writing and signed by both Parties.
- 28 **Media Releases.** Neither Party shall make any disclosure regarding any matter connected with this Agreement in any media releases, public disclosures or marketing material without the prior consent of the other Party.
- 29 **Assignment and Sub-Contracting.** Neither Party may or can assign any of its rights and obligations under this Agreement without the prior written consent of the other Party, except Services under any Services Agreement and applicable Statement of Work by HCL to its Client or Client's nominee so as to enable Client to continue to receive from Service Providers, at no additional cost, any services, supplies, facilities or other benefits provided under the Services Agreement and applicable Statement of Work. In the event, Service Providers subcontracts any of its responsibilities under this Agreement in accordance with this sub-clause, Service Providers will ensure that any material provisions of this Agreement including inter alia confidentiality provisions, intellectual property rights, data protection shall be reflected in any agreement entered into between Service Providers and such third party pursuant to which the work to be performed under this Agreement is subcontracted. Notwithstanding anything to the contrary elsewhere contained in this Agreement, Service Providers shall not sub-contract the Services or part of them without first obtaining written permission from the HCL to do so. Service Providers will be obliged to furnish all details related to sub-Service Providers as requested by HCL from time to time. Nevertheless under all circumstances, Service Providers shall remain solely responsible for its obligations to HCL under this Agreement, applicable Services Agreement and Statement of Work.
- 30 **Change Management Procedure.** Any request to change this Agreement shall be handled through the Change Management Procedure as provided in Schedule A.
- 31 **Multi-Country Business.** The Parties agree that the performance of Services under this Agreement may be provided in multiple countries. Each Party agrees to negotiate in good faith with respect to any additional terms and conditions that may be required with respect to the conduct of business in any particular country to enable Parties to comply with their respective obligations under the local law. Any such additional terms and conditions will be reflected in Services Agreements and/or Statement(s) of Work and will apply only to the Services performed pursuant to that Statement(s) of Works.
- 32 **No Third Party Beneficiary.** Nothing in this Agreement may be relied upon or shall benefit any party other than the Parties hereto.
- 33 **Authority to Sign.** Each Party warrants that it has full power to enter into and perform this Agreement and the person signing this Master Vendor Agreement and the related Service Agreements and Statements of Work on either Party's behalf has been duly authorized and empowered to enter in such Agreement. Each Party represents and warrants to other that as of the Effective Date of this Agreement that it is a corporation duly organized, validly existing and in good standing and it has all requisite power and authority to enter into and perform its obligations under this Agreement, and there are no actions, suits or proceedings pending, or to the best of its



knowledge threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Agreement or on its operations, business properties, assets or condition. Each Party further acknowledges that it has read this Agreement, understood it and agrees to be bound by it. Each Party acknowledges that such Party has not been induced to enter into such Agreement by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference.

- 34 **Drafter.** Each Party has participated in the negotiations and preparation of this Agreement and has the availability of independent counsel of its choice to review and make suitable corrections to this Agreement. In no event, therefore, shall this Agreement be construed more or less stringently against any Party.
- 35 **Notices.** All notices that are required or may be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by tele-fax or by registered or certified mail, postage prepaid, to the Parties at the following addresses (or to the attention of such other person or such other address as any Party may provide to the other Party by notice in accordance with this clause:

To Service Providers:

Attn: Dean

Address:

Velammal Medical College Hospital & Research Institute
Velammal Village,
Madurai-Tuticorin Ring Road,
Anuppanadi,
Madurai
Tamil Nadu 625009
India

To HCL:

Attn: Legal Department

Cc:

HCL Technologies Limited
A-11, Sector 16,
Noida – 201 301 India
Attn: General Manager

Any such notice or other communication will be deemed to have been given and received (whether actually received or not) on the day it is personally delivered or delivered by courier or overnight delivery service or if sent by tele-fax or, mailed, when actually received.

- 36 **Non-Exclusivity.** HCL confirms and the Service Providers agrees that the orders placed under this Agreement is not intended nor shall be construed as creating any exclusive arrangement with the



Service Providers. This Agreement shall not restrict HCL from acquiring similar, equal or like goods and/or services from other entities or sources.

37 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. A facsimile signature shall be as valid as the original signatures.

In witness whereof, the Parties hereto have executed this Agreement as of the date first above written.

For HCL Technologies Limited



By:

P. Pathak

Name:

Pallavi Pathak

Title:

Associate Director - Legal

Date:

05th JULY 2019

For Velammal Medical College Hospital & Research Institute

By:

R. Muthaiah

Name:

Dr. R.M. RAJA MUTHAIAH, MS, M.Ch.,

Title:

Dean
Velammal Medical College Hospital

Date:

and Research Institute
Madurai-625 009



SCHEDULE A – AGREEMENT MANAGEMENT AND CHANGE CONTROL**A.1 GOVERNANCE**

- A.1.1 The Parties shall each nominate a representative who shall be authorized to make decisions relating to the Agreement. Either representative may, by providing written notice to the other Party, delegate their decision-making authority. Each Party shall inform the other of any change in the identity of its authorized representative during the course of this Agreement.
- A.1.2 In accordance with the above, the Parties' authorized representatives shall have the power and authority to act for and on behalf of each Party in relation to the management and co-ordination of the performance of that Party's obligations under this Agreement.
- A.1.3 The governance and regular management of the Agreement shall be undertaken through the review structures given at clause A.2 Review Meetings.

A.2 REVIEW MEETINGS

- A.2.1 Vendor Review meetings will occur on a quarterly basis and will be attended by the authorized representative of each Party and any other relevant personnel with the necessary information, knowledge and authority to act on progress reports, to resolve issues and to ensure the achievement of the full performance of the Party's obligations under this Agreement.
- A.2.2 Such meetings will have the objective to:
- promote the spirit and objectives of this Agreement
 - review performance and success of the Services on all accounts
 - review potential further business opportunities
 - undertake forward planning and agreeing resultant actions

A.3 CHANGE CONTROL

- A.3.1 Unless otherwise provided in the applicable Service Agreement, the following Change Management Procedure shall apply for any request to change this Master Vendor Agreement, Service Agreement or Statement of Work
- A.3.2 The Parties will discuss any changes proposed by the other ("Change") and such discussion may result in a written request for a Change or agreement that the change will not proceed.
- A.3.3 Where a written request for a Change is submitted Service Providers shall investigate the likely impact of the Change upon the terms and conditions, Services and Charges. Service Providers shall, unless otherwise agreed, submit to HCL a Change Note (CN) in the form attached hereto within the period agreed between the Parties or, if no such period is agreed, within fifteen (15) Business Days from the date of receipt of such request for a Change.
- A.3.4 For each CN submitted, HCL will, within a reasonable time evaluate the CN, and as appropriate either:
- (a) request further information; or



- (b) approve the CN; or
 - (c) notify Service Providers of the rejection of the CN,
- and if approved, arrange for two copies of the approved CN to be signed for and on behalf of the Parties. The signing of the CN will signify acceptance of a Change by both Parties.

- A.3.5 Once signed by both Parties in accordance with clause A.3.4. the Change shall be immediately effective and the Parties will perform their respective obligations on the basis of the agreed amendment.
- A.3.6 Each Party shall maintain a conformed copy of all the documents comprising the Agreement, incorporating the changes implemented through executed CNs.
- A.3.7 Neither HCL nor the Service Providers shall unreasonably withhold its agreement to any change provided that HCL shall not be obliged to agree to any change increasing prices payable by HCL or requiring HCL to incur any additional expenditure.
- A.3.8 HCL shall not be liable to pay any additional Charges for implementation of a change which the Service Providers is able to perform using the existing resources engaged in the provision of Services hereunder.



CHANGE NOTE	
Master Vendor Agreement between HCL and Service Providers	
Agreement Name: <i>Specify MVA / SA/SOW</i>	CN Number:
Agreement Ref:	Originator:
Account:	Change Request Date:
Title of Change	
Reason For Change	
<i>Include an outline of the reason for the change and the impact of not implementing it. Attach written change request</i>	
Description of Change	
<i>Include full details of the change including any specifications, areas of the Services impacted</i>	
Impact on Charges	
<i>Include full details of any charges, if any, for the change, and any revision to the Charges</i>	
Impact on Agreement	
<i>Describe the resulting updates to the Clauses and Schedules to the Agreement</i>	
Implementation Schedule	
<i>Provide a timetable for implementation, including responsibilities of the Parties, acceptance criteria and process</i>	
Assumptions / Additional Information	
<i>Provide any assumptions made at the time of the change and any relevant supporting information.</i>	
Agreed Implementation Date:	
For and on behalf of HCL	For and on behalf of Service Providers
Signed:	Signed:
Name:	Name:



Position:	Position:
Date:	Date:

SCHEDULE B – TEMPLATE OF SERVICE AGREEMENT

THIS SERVICE AGREEMENT IS MADE ON ____ 20YY (THE "SA EFFECTIVE DATE")

BETWEEN:

- (1) **HCL** _____, a HCL incorporated in _____ under number _____ with its registered office at _____ ("HCL", which expression shall include their Affiliate); and
 - (2) _____, a HCL incorporated in _____ under number _____ and whose Registered Office is at _____ ("Service Providers").
- (Each a "Party" and together the "Parties")

This Service Agreement is issued under and subject to the terms and conditions of the Master Vendor Agreement dated __th ____, 20__ (the "MVA") which together with any current or future Statements of Work issued under this Service Agreement are to be referred to collectively as the Agreement (the "Agreement") by and between HCL and Service Providers for delivery of services to _____ (the "Client").

1. Interpretation

- 1.1 This Service Agreement defines the specific terms and conditions with respect to Service Providers's provision of Services to the Client on behalf of HCL which is required to reflect those terms and conditions within the HCL Client agreement.
- 1.2 Capitalised expressions which are defined in the Master Vendor Agreement shall have the same meaning where used in this Service Agreement. In addition, in this Service Agreement the terms and expressions set out in Annexure A shall have the meanings ascribed therein.

2. Term of Service Agreement

- 2.1 This Service Agreement shall commence on the SA Effective Date and shall continue for the initial term of __ () years ("Initial SA Term"), unless terminated in accordance with the termination provisions of the Master Vendor Agreement.
- 2.2 HCL may at its option renew this Service Agreement for an additional term of up to __ () years or part thereof, upon expiry of the Initial SA Term.

3. Specific terms

Contract: CW2229051



- 3.1 Annexure A (Flow down Terms) set forth those terms which have been agreed between HCL and its Client, and which terms, HCL intend that Service Providers will comply with while providing Services herein and the relevant Statement of Work.
- 3.2 The terms and conditions set forth in Annexure A (Flow down terms) form an integral part of this Services Agreement.

SIGNED by :
For and on behalf of the **HCL**

SIGNED by :
For and on behalf of **Service Providers**

Name :

Name :

Position :

Position :

Date :

Date :



Annexure A

Flow Down Terms

NOT APPLICABLE



SCHEDULE C – TEMPLATE OF STATEMENT OF WORK

THIS STATEMENT OF WORK is made on [insert date] (the "SOW Effective Date")

BETWEEN:

(1) _____, a HCL incorporated in _____ under number _____ and whose Registered Office is at _____ ("Service Providers") and

(2) **HCL** _____, a HCL incorporated in _____ under number _____ and whose Registered Office is _____ ("HCL")

(Each a "Party" and together the "Parties")

This Statement of Work is issued under and subject to the terms and conditions of the Master Vendor Agreement dated _____ (the "MVA") and Service Agreement for provision of Services to _____ ("Client") dated [insert date of SA] (the "Service Agreement") which are together to be referred to as the Agreement (the "Agreement").

1. Interpretation

- 1.1 This Statement of Work defines the specific terms, relationship, Services and Service Level agreement between the Parties.
- 1.2 Capitalised expressions which are defined in the MVA and/or Service Agreement shall have the same meaning where used in this Statement of Work.

2. Term of Statement of Work

- 2.1 This Statement of Work shall commence on the SOW Effective Date and shall continue for the initial term of ____ () years ("Initial SOW Term") from the SOW Effective Date unless terminated earlier in accordance with the terms of the Agreement.
- 2.2 HCL may at its option renew this Statement of Work for an additional term of up to ____ () years or part thereof, upon expiry of the Initial SOW Term.

3 Scope of Work

- 3.3 Service Providers will provide the Services as set out at Annexure A, in accordance with the Service Levels as set out at Annexure B.

4. Charges

- 4.1 In consideration of Service Providers's performance under this Statement of Work, HCL will pay the Charges as set out at Annexure C (Charging Structure and Payment).



SIGNED by :
For and on behalf of the HCL

SIGNED by :
For and on behalf of Service Providers

Name :

Name :

Position :

Position :

Date :

Date :

Annexure:

Annexure A- Service Description

Annexure B- Service Levels and Service Credits

Annexure C- Charging Structure and Payment





Madurai Health and Leprosy Relief Centre

MAHELERECEN

Registered Society Govt. of Tamil Nadu, Reg. No. 184/91

Registered under FCRA Act Ministry of Home Affairs, Govt. of India, New Delhi (FCRA Reg. No. 075940074)

Registered under 12A, 80G of Income Tax Act, Ministry of Finance, Govt. of India

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Madurai, Tamil Nadu on ..^{02nd}... day of ..^{Jan}..... 2020 by and between

The Department of Community Medicine, Velammal Medical College Hospital & Research Institute, Madurai, represented by Dr. Samir Bele, Professor & Head of the Department (Hereinafter referred to as the "First Party" or Department)

AND

Madurai Health and Leprosy Relief Centre (Mahelerecen), registered under Tamil Nadu Society's Registration Act 1975 with Registration No. 184/91, having its registered office at No. 12/10, Sister Rose 2nd Street, Melaponnagaram, Madurai, in the State of Tamil Nadu represented by Dr. S. Maria Xavier Turtius, Executive Secretary (Hereinafter referred to as the 'Second Party' or NGO).

A. BACKGROUND

In an effort to improve the health care access to leprosy patients and also to aid in their rehabilitation, and also provide Medical students with knowledge about this special interest group, the First Party and the Second Party have agreed in principle for the welfare of the people to work symbiotically to ensure provision of amenities by way of medical camps and health educational activities in the Madurai District.

B. OBJECTIVES

1. To improve the health care access of leprosy patients by providing primary care and referral services
2. To provide the medical students an opportunity to understand various Epidemiological determinants, clinical manifestations and diagnosis of leprosy
3. To provide the medical students an opportunity to understand the role of an NGO in Leprosy control.
4. To involve the medical students in conducting research among leprosy patients

D. ROLES & RESPONSIBILITIES

1. The Department:

- a. Service:** The Department will be responsible for providing basic medical services at designated location in the community. It will also be responsible for preparation of IEC material and training of the students in providing health education.
- b. Manpower:** The first party will provide manpower in undertaking the activities coming under the MoU.
- c. Materials:** The Department will be responsible for materials required for provision of basic medical care in terms of drugs and laboratory tests to the patients attending the camp.

Office Address : 12/10, Sister Rose 2nd Street, Melaponnagaram, Madurai-625 016, Tamilnadu, India.

E-mail : humanhealthserve@rediffmail.com, mahelerecen@gmail.com

Website : <http://mahelerecen.org.in> www.mahelerecen.50webs.com

d. Transport: The Department will be responsible for transportation of Doctors and Students to the designated camp site.

e. Research: The Institute will be responsible for maintaining the confidentiality of all data collected for research & publication purposes

2. The NGO:

a. Teaching Students: The NGO will be responsible to teach the medical students/interns about the prevention, management and rehabilitation required by leprosy patients and the various activities/initiatives undertaken by the NGO in this context.

b. Identifying Beneficiaries: The NGO will be responsible for identifying the leprosy patients who will be benefited from the activities covered by the MoU.

c. Identifying location: The NGO will be responsible for identifying location/facilities for conducting the IEC, medical camps and other health promotional activities that are convenient for the Department and the beneficiaries.

d. Arrangement: The NGO will make all necessary arrangements at the facility identified for each activity.

e. Publicity: The NGO will be responsible for taking the information about each activity to the beneficiaries so that they are aware about such activities and can avail the benefits.

f. Research: The NGO will be responsible for helping the students to organise the survey and collect data among leprosy patients.

E. Time Period of the MOU

The MoU will be valid for a period of 1 year from the date it is signed by both parties, i.e. till 01st Feb 2019 (Date). It can be extended for another one year or its scope increased by mutual agreement. During the validity of the MoU, either party can terminate the agreement by giving one month's notice. In the notice period, both parties will strive to bring the program to a smooth closure.

IN WITNESS WHERE OF THE PARTIES HERE UNTO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST HEREIN BEFORE MENTIONED

For Department of Community Medicine Velammal Medical College Hospital & Research Institute, Madurai Witness: <u>ADA</u> (A. ATHEELWARAN)	For Madurai Health and Leprosy Relief Centre Witness: <u>[Signature]</u> M. RAJA
<u>[Signature]</u> PROFESSOR & HEAD Department of Community Medicine Velammal Medical College Hospital Professor & Head, and Research Institute Department of Community Medicine Velammal Medical College Hospital & Research Institute, Madurai-625009	<u>[Signature]</u> For Madurai Health and Leprosy Relief Centre Dr. S. Maria Xavier Tirtius Executive Secretary, Madurai Health and Leprosy Relief Centre, No. 12/10, Sister Rose 2nd Street, Melapponnagaram, Madurai, -625016

Place:

Dated:

SERVICE LEVEL AGREEMENT

This Service Level Agreement for carrying out Health Check up cum Awareness Camp (referred to as "Agreement") is signed at Madurai on 1st day of February 2019.

By & Between

M/s. Foundation for CSR @ Redington is a trust having its office at 2nd Floor Janaki Bhawan No 73, Sardar Patel Road Guindy, Chennai 600032 (Hereinafter referred to as "Redington Foundation") represented by its managing trustee, Mr Muthukumarasamy, which expression shall, wherever the context admits or permits deem to mean and include its successors and assigns of the FIRST PART.

AND

Velammal Medical College Hospital & Research Institute a trust having its office at "Velammal Village", Madurai-Tuticorin ring road, Anuppanadi, Madurai - 625009, (herein after referred to as the Health Service Provider) represented by its **Chief Administrative Officer** which expression shall, unless repugnant to the context of meaning thereof include its successors and permitted assignees and the Velammal Medical College Hospital & Research Institute, Madurai of the SECOND PART.

(Hereinafter the Foundation for CSR @ Redington and 'Velammal Medical College Hospital & Research Institute' are referred to as "Redington Foundation" and "Health Service Provider" respectively as the context demands.)

Whereas Redington Foundation is a trust engaged in carrying out various CSR activities towards the betterment of the society. It endeavors to address the needs in quality education & health care for the underprivileged for poor, rural and tribal belonging to economically challenged families.

Whereas Health Health Service Provider was formed with a vision to provide social work activities in the field of medicine and Health care.

1. Objective:

The objective of this agreement is to document the service level assignment by Redington Foundation to Health Service Provider to provide preliminary health care services for the identified sanitary workers at the health camp organised by Redington Foundation in association with City Health Department at Tirunelveli District, Tamilnadu.

2. Responsibilities of Redington Foundation

Redington Foundation shall undertake the following activities:

- Redington Foundation will arrange to mobilize the sanitary workers in association with City Health Department for the health camp on the agreed date.

- Redington Foundation will facilitate the arrangements necessary for the camp on the event day at the location.
- Redington Foundation will co-ordinate City Health Department of Tirunelveli District for necessary place for conducting the check-up camp.

3. Responsibilities of Health Service Provider:

Health Service Provider shall undertake the following activities:

- Health Service Provider will provide the General Physicians, Dentist, Ophthalmologist, Auxiliary Nurse Midwifery (ANM's) and supporting staff with necessary instruments.
- Health Service Provider will conduct the complete health check-up for the identified sanitary workers. (Proper health check-up should be conducted, as if normally conducted in their hospital/clinic).
- Health Service Provider will prepare the test report and share the same with the Redington Foundation.
- The Registration desk will be manned by the Health Health Service Provider
- Medical file consisting his/her basic information will be made by Health Health Service Provider for each and every sanitary worker arranged for Health check.
- Health Service Provider will submit the test reports within 10 working days on the completion of the health camp.
- Health Service Provider affirms and confirms that the doctors, Nurse and support staff deputed or engaged by them are qualified to carry such medical tests and treatment.
- Health Service Provider arrange necessary female doctors and para medics to conduct the tests and treatment for female Sanitary workers
- In the case of Female sanitary workers, additional tests related to the gender specific will be conducted by the Health Service Provider.

4. Payment terms:

- a. **Rs. 1,00,000/-** (One Lakh Only) . The amount is subject to deduction of TDS for the camp conducted at Tirunelveli on 2nd February 2019.

5. Confidentiality and Use of information

- a. Each Party hereto shall hold in strict confidence from any other persons all documents and information including record, test reports, quotations, past or future prices, negotiations on prices concerning the content/ software of other Party in connection with the Agreement or the transactions contemplated thereby. Notwithstanding the foregoing, the obligation to maintain confidentiality shall not apply to such documents or information that were: (i) previously known by the other Party receiving such documents or information, (ii) in the public domain (either prior to or after furnishing of such documents or information hereunder) through no fault of such receiving party, (iii) was independently developed by or for the receiving party without reference to the information, or was received without restrictions, or (iv) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order. The confidentiality obligations of each party hereto will be for a period of two years from the date of receipt of the document or information notwithstanding the expiration or termination of the Agreement. Upon termination of the

Agreement, each party will cease all use of the other party's Confidential Information (except for Software and Documentation in accordance with the applicable rights/license granted under the Agreement) and will promptly return, or at the other party's request destroy, all Confidential Information in tangible form and all copies of Confidential Information on its computers, disks and other digital storage devices. Upon request, a Party will certify in writing its compliance with this clause.

- b. By disclosing the Confidential Information, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, trade secret or any other intellectual property right and all Information shall remain the property of the disclosing party. The disclosing party disclaims all warranties regarding the Documentation or information provided to the receiving party, including all warranties with respect to infringement of Intellectual Property Rights and all warranties as to the accuracy or utility of such Documentation or information.
- c. The business process/content as would be explained by the parties during the process of development/ modification of the program are unique to its business and that both parties acknowledges and commits to ensure that the same shall be kept confidential and none of its employees shall disclose or make use of such proprietary knowledge for the benefits of any competitor.

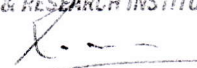
IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

M/s. Foundation For CSR @ Redington,
Private Limited,

Mr. Muthu Kumarasamy,
Managing Trustee.

For Velammal Medical College Hospital
& Research Institute, Madurai

For VELAMMAL MEDICAL COLLEGE HOSPITAL
& RESEARCH INSTITUTE, MADURAI


R. MANIVANNAN
Chief Administrative Officer
Er. R. Manivannan,
Chief Administrative Officer

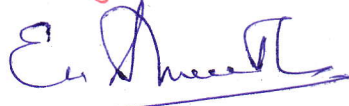
Received
G. Muthu Kumarasamy
(G. Muthu Kumarasamy)
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தமிழ்நாடு தமில்நாடு TAMIL NADU

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ARULMIGU KALASALINGAM COLLEGE OF PHARMACY
ANAND NAGAR, KRISHNANKOIL - 626 126
TAMIL NADU

E.K. சிவகுமாரன்
முத்திரைத்தாள் விற்பனையாளர்
ஸ்ரீவில்லிபுத்தூர், தமிழ்நாடு.
உரிமம் எண்: R.O.C. 12517/70.

Memorandum of Understanding

Between

This non-binding Memorandum of Understanding (MOU) is entered into as of date 12/10/2019 by and between the

M/s. ARULMIGU KALASALINGAM COLLEGE OF PHARMACY,
AnandNagar, Krishnankoil -626 126

And

M/s

M/s. Velammal Medical College Hospital & Research Institute,
Madurai -625 009.

Preamble:

M/s. Arulmigu Kalasalingam College of Pharmacy and recognize has entered into this MOU because they:-

- Recognize the mutual interest in the fields of research, training and development and dissemination of knowledge
- Recognize the importance of research, preclinical and clinical role in promoting hospital collaboration and increased contribution



Arulmigu Kalasalingam College of Pharmacy Madurai-Theothukudi Ring Road
Krishnankoil - 626 126.

Chief Executive Officer
Velammal Medical College Hospital &
Research Institute
Anuppanadi, Madurai-9



- Recognize the importance of the Hospital partner within its field of expertise
- Recognize their strengths in education and clinical training & research and their mutual interest in engaging themselves in co-operation.

Therefore, Arulmigu Kalasalingam College of Pharmacy (here and after referred to as first party) and Velammal Medical College Hospital & Research Institute, Madurai-625 009 (here and after referred to as second party) agree to establish a program of co-operation in the areas of mutual interest and in accordance to the terms and conditions set forth in this Memorandum of Understanding (MoU).

Objectives:

The goal of this co-operation is to foster collaboration, provide opportunity for global experience and to facilitate the advancement of knowledge. Based on reciprocity, best effort, mutual benefits and frequent interactions, the first party and the second party agree to a range of potential initiatives any one or more of which may be executed. The initiatives are as follows:

1. Pharmacy Training includes Hospital & Clinical posting of Students for practical and clinical exposure which the student shall visit 2nd party Hospitals for clinical exposure and case studies on regular basis (as per the schedule to be finalized by both parties, the students shall be accompanied by faculties from 1st Party). The students of Ph.D, Pharm.D(3,4,5,&6th year), B.Pharm (3 & 4th Year), D.Pharm, (2nd year) shall be placed in 2nd Party Hospital at Hospital pharmacy, Ward, Clinical posting & camp as well as for their necessary exposure as projects/ dissertation work of each students. During their training & research works in students from 1st party shall abide by 2nd party protocols.
2. For conducting research studies with patients and related, the permissions shall be taken from Institutional Ethics Committee of 2nd Party and its Hospital management from time to time for smooth implementation. Patient confidentiality will be maintained and clearance from Ethics committee will be taken.
3. There shall be provisions for teaching, research and training in selected and advanced thrust areas in science & technology in terms of faculty exchange programme. There shall be organization of joint academic and scientific activities such as workshops, conferences, seminars, symposia or lectures (the details of which like costs sharing, fees, sponsorship shall be finalized mutually by both the parties well in advance).
4. For betterment of the society and quality of services their shall be exchange of research facilities between both the parties.
5. While conducting their trainings & Research, the students and authorities of 1st party shall give priority to confidentiality of Patient's information or any other operation and Clinical aspects of the hospital. Moreover while fixing any schedule the convenience of Patients; attendants' and Doctors have to be taken into consideration for smooth running of its hospitals.
6. 2nd Party shall be able to share and utilize the facilities of 1st party (including its laboratories) for any research and training purpose as may be decided by the parties from time to time

This MoU will enable the parties to:

- Foster research collaboration between two parties
- Set the ground for longer -term institution- hospital partnerships
- Strengthen the research development by exchange of visiting experts for the purpose of conducting research
- Provide sufficient knowledge to students of institution


Secretary
 Arulmigu Kalasalingam College of Pharmacy
 Krishnankoil - 626 126.


 Chief Executive Officer
 Velammal Medical College Hospital &
 Research Institute
 Madurai-Thoothukudi Ring Road
 Anuppanadi, Madurai-9

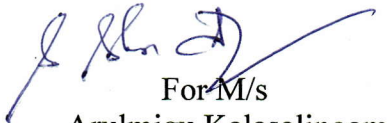
Tenure and Termination:

This MoU will take effect from the date it is signed by the representatives of the two institutions. It will remain valid till 3 years and may be continued thereafter, after suitable review and agreement.

Either institution may terminate the MoU by giving written notice to the other institution, one month in advance. However both institutions will ensure that all activities in progress are allowed to complete successfully.

However if the initiatives suggested by the first party are not in the interest or the core business activity of the second party, the second party has the liberty to refuse/reject any of the initiatives suggested by the first party at any point of time without any assigning any reasons. The parties hereby agree to establish collaboration according to terms and conditions set out time to time. This MoU may also involve parties by mutual consent, which may be added later by written addendum to this MoU.

This MoU is made in two originals and each party shall retain one duly executed original. In witness whereof, the parties have set their hand to this memorandum of understanding on this.



For M/s
Arulmigu Kalasalingam
College of Pharmacy

Secretary
Arulmigu Kalasalingam College of Pharmacy
Krishnankottai - 626 126.



For M/s
Velammal Medical College Hospital & College
Research Institute

VENKATA PHANIDHAR
Chief Executive Officer
Velammal Medical College Hospital
& Research Institute
Madurai-Thoothukudi Ring Road
Anuppanadi, Madurai-9



**PROCEEDINGS OF THE DISTRICT COLLECTOR, SIVAGANGA DISTRICT
PRESENT: THIRU.J.JAYAKANTHAN, I.A.S.,**

Roc.No.Q2/2509/2013

Dated:4.03.2019

Sub : District Blindness Control Society, Sivaganga
District NGO permission to conduct free eye
camp for the period of two years from
01.04.2019 to 31.03.2021 - Orders Issued.

Ref : Letter No.012/DBCS/SVG/2019-2021, dated,
11.03.2019 of the District Programme Manager,
District Blindness Control Society, Sivaganga.

=====

ORDER:--

The District Programme Manager, District Blindness Control Society, Sivaganga has submitted proposal seeking permission to conduct free eye camps in Sivaganga District through following seven NGOs.

1. Damien Eye Care Centre, Nilakottai, Dindigul District.
2. Aravind Eye Hospital, Madurai.
3. Sankara Eye Centre, Krishnan Kovil, Virudhunagar District.
4. Meenakshi Mission Hospital, Madurai.
5. Swedish Mission Hospital, Thiruppathur, Sivagangai District.
6. Vellammal Medical College Hospital, Madurai District.
7. Koviloor Eye Hospital, Koviloor, Sivagangai District.

Based on the recommendation of the District Programme Manager, District Blindness Control Society, Sivaganga the above seven NGOs are permitted to conduct free eye camps in Sivaganga District for the period from 01.04.2019 to 31.03.2021 subject to the following condition.

1. That the organizers of the eye camp of the NGOs should inform the District Collector and the Joint Director of Medical & Rural Health Services and Family Welfare of the District concerned one month in advance of their programme for every month.
2. That only qualified Surgeon should do the surgery in the Eye camps.
3. That the Eye camps are subject to the inspection by the Joint Director of Medical & Rural Health Services and Family Welfare, Sivaganga.
4. That the hospital should follow the guidelines prescribed by the Government of India and the Government of Tamil Nadu for the conduct of Eye camps from time to time without fail.

5. That they should take the follow up action for the operated cases in their free Eye camps and in their hospitals without attend to any complication at their cost.
6. Safe and hygiene condition should be maintained if referral cases taken for further treatment outside the district any failure will result in criminal action.

for Collector

14/02/19

To:

1. District Programme Manager,
District Blindness Control Society, Sivaganga District.
2. Damien Eye Care Centre, Nilakottal, Dindigul District.
3. Aravind Eye Hospital, Madurai.
4. Sankara Eye Centre, Krishnan Kovil, Virudhunagar District.
5. Meenakshi Mission Hospital, Madurai.
6. Swedish Mission Hospital, Thiruppathur, Sivagangai District.
7. Vellammal Medical College Hospital, Madurai District.
8. Koviloor Eye Hospital, Koviloor, Sivagangai District.

Copy to : 1. The Project Director, Tamil Nadu State Blindness Control Society, Chennai.
2. The Joint Director of Medical & RH. & F.W., Sivaganga Dist.

भारतीय गैर न्यायिक

बीस रुपये

₹.20

Rs.20

TWENTY
RUPEES

INDIA

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMIL NADU

82AB 298353



24 JUL 2020

Velammal medical
college
madurai - 625 007

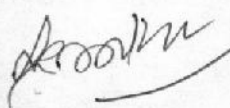
V. சிதாராமன்
மா.ந.நீதிமன்ற முத்திகைதான்
விற்பகையாளர், துறையூர்.
L.C.No. 15203/83

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this 10-AUG-2020 at Salem.

BETWEEN

M /s. Dharan Clinical Lab Services (A unit of Dharan Hospital), represented by Dr. V Selvaraja S/o Mr M Venkatachalam its Sole Proprietor having their office at No.14, Seelanaickenpatti Bye pass, Salem -636201 hereinafter termed as "Dharan Clinical Lab Services" the which term shall mean and include unless repugnant to the context the authorities, administrators and assigns of the Laboratory on the first part.


Prof. R.M. RAMA SUBRAMANIAN, M.S., M.Ch.
PROFESSOR & HEAD
Department of Microbiology
Velammal Medical College Hospital and Research Institute
Madurai-625 009
Anuppannai, Madurai (TN)-625 009

AND

Velammal Medical College, Dept., of Microbiology having its office at Velammal Village', Madurai - Tuticorin ring road, Anuppanadi, Madurai - 625009, represented by the Dean, Velammal Medical College Hospital and Research Institute, Madurai hereinafter termed as "Velammal Medical College" which term shall mean and include unless repugnant to the context the Authorities, Administrators and assigns of the centre on the second part.

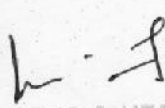
This Memorandum of Understanding witnessed as hereunder.

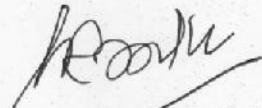
Whereas Velammal Medical College agree to provide

1. Services to perform ILC (Inter Laboratory Calibration) for HCV RT-PCR by Truenat and RT-PCR as part of the NABL accreditation procedure, applied by the later.
 - a. **Velammal Medical College** will perform the tests and act as a signatory authority in the absence of the signatory authority in Dharan Hospital.
 - b. **Velammal Medical College** will also perform tests in the event of breakdown of the said devices at Dharan Hospital.
2. **Velammal Medical College** will provide the results/reports as per the timelines.

Whereas Dharan Clinical Lab Services (A Unit of Dharan Hospital)

1. Provide strict adherence to the standard sample preparation method for sample collection and preparation.
2. Provide adequate clinical data on Test Requisition Forms(TRF)
3. Clarify Discrepancies with respective Department Chiefs of Micro lab Immediately
4. Dharan clinical laboratory services agrees to pay the processing fees in the form of DD drawn in favor of 'Velammal Medical College Hospital and Research Institute" payable at Madurai.

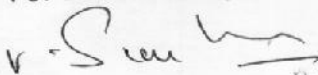

PROFESSOR & HEAD
Department of Microbiology
Velammal Medical College Hospital
and Research Institute
Madurai-625 009


Prof. R.M. RAJA MUTHIAH, M.S.M.C.
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai (TN)-625 009

Each party warrants that the statements made relating to it in the MOU are true and accurate.

In witness whereof the parties on the first part and the second part have affixed their Signatures herein the presence of the following witnesses.

For Dharan Hospital



Dr. V Selvaraja

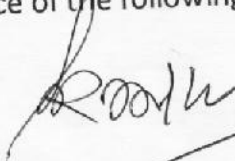
Managing Director

Witnesses:

1. Dr. RAJA S

S. R. 2.

For Velammal Medical College



Prof. R.M. RAJA MUTHIAH, MS, MCh

Dean

Velammal Medical College Hospital
and Research Institute

"Velammal Village"

Madurai-Talanganur Ring Road

Anuppanadi, Madurai. (114)-625 009

Dr. Jhansi Charles

HOD, Microbiology

PROFESSOR & HEAD

Department of Microbiology

Velammal Medical College Hospital

and Research Institute

Madurai-625 009

AND

Velammal Medical College, Dept., of Microbiology having its office at Velammal Village', Madurai - Tuticorin ring road, Anuppanadi, Madurai – 625009, represented by the Dean, Velammal Medical College Hospital and Research Institute, Madurai hereinafter termed as "Velammal Medical College" which term shall mean and include unless repugnant to the context the Authorities, Administrators and assigns of the centre on the second part.

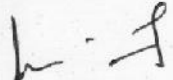
This Memorandum of Understanding witnessed as hereunder.

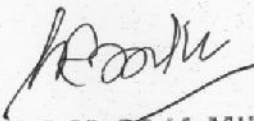
Whereas Velammal Medical College agree to provide

1. Services to perform ILC (Inter Laboratory Calibration) for HCV RT-PCR by Truenat and RT-PCR as part of the NABL accreditation procedure, applied by the later.
 - a. **Velammal Medical College** will perform the tests and act as a signatory authority in the absence of the signatory authority in Dharan Hospital.
 - b. **Velammal Medical College** will also perform tests in the event of breakdown of the said devices at Dharan Hospital.
2. **Velammal Medical College** will provide the results/reports as per the timelines.

Whereas Dharan Clinical Lab Services (A Unit of Dharan Hospital)

1. Provide strict adherence to the standard sample preparation method for sample collection and preparation.
2. Provide adequate clinical data on Test Requisition Forms(TRF)
3. Clarify Discrepancies with respective Department Chiefs of Micro lab Immediately
4. Dharan clinical laboratory services agrees to pay the processing fees in the form of DD drawn in favor of 'Velammal Medical College Hospital and Research Institute' payable at Madurai.

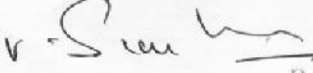

PROFESSOR & HEAD
Department of Microbiology
Velammal Medical College Hospital
and Research Institute
Madurai-625 009


Prof. R.M. RAJA MUTHIAH, M.S.M.C.
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai (TN)-625 009

Each party warrants that the statements made relating to it in the MOU are true and accurate.

In witness whereof the parties on the first part and the second part have affixed their Signatures herein the presence of the following witnesses.

For Dharan Hospital



Dr. V Selvaraja

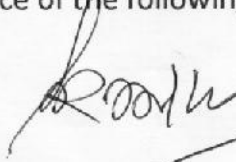
Managing Director

Witnesses:

1. **Dr. RAJA S**

S. R. 2.

For Velammal Medical College



Prof. R.M. RAJA NUTHIAN, M.S., M.Ch.

Dean

**Velammal Medical College Hospital
and Research Institute**

"Velammal Village"

Madurai-Talukam Ring Road

Anuppanadi, Madurai (TN)-625 009



Dr. Jhansi Charles

HOD, Microbiology

PROFESSOR & HEAD

Department of Microbiology

Velammal Medical College Hospital

and Research Institute

Madurai-625 009

भारतीय गैर न्यायिक

बीस रुपये

रु.20

भारत



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMIL NADU

எண்: 6462

தாள்: 5.10.2020

மதிப்பு: 20

Honey bee PCR Lab 81AB 788890
Theni

P. Vijayaraj

U. விஜயராஜன்
முத்திரைத்தாள் விற்பனையாளர்
முகம் எண்: 12719/89

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this தேதி at

BETWEEN

M /s. **Honey bee PCR Lab Services** (A unit of Honey bee PCR Lab), represented by Mr.N.Raja S/o Mr.Natarajan its Sole Proprietor, having their office at 15A/W9, Koduvilarpatti Main Road, Opp. Bharath Petrol bunk Aranmanaiputhur, Theni-625531.

Hereinafter termed as "**Honey bee PCR Lab Services**" the which term shall mean and include unless repugnant to the context the authorities, administrators and assigns of the Laboratory on the first part.

For HONEY BEE PCR LAB

Proprietor

Dean

Velammal Medical College Hospital
and Research Institute
'Velammal Village'
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai (TN)-625 009

AND

Vellammal Medical College, Dept., of Microbiology having its office at Vellammal Village, Madurai-Tuticorin ring road, Anuppanadi, Madurai-625009, represented by the Dean, Vellammal Medical College Hospital and Research Institute, Madurai hereinafter termed as "Vellammal Medical College" which term shall mean and include unless repugnant to the context the Authorities, Administrators and assigns of the center on the second part.

This Memorandum of Understanding witnessed as hereunder

Whereas Vellammal Medical College agree to provide

- Services to perform ILC (Inter Laboratory Calibration) for HCV RT-PCR by Truenat and RT-PCR as part of the NABL accreditation procedure, applied by the later.
- Vellammal Medical College will perform the tests and act as a signatory authority in the absence of the signatory authority in Honey bee PCR Lab Services.
- Vellammal Medical College will also perform tests in the event of breakdown of the said devices at Honey bee PCR Lab Services.
- Vellammal Medical College will provide the results/reports as per the timelines.

Whereas Honey bee PCR Lab Services agrees to

- Provide strict adherence to the standard sample preparation method for sample collection and preparation.
- Provide adequate clinical data on Test Requisition Forms (TRF)
- Clarify Discrepancies with respective Department Chiefs of Micro lab Immediately
- Honey bee PCR Lab Services agrees to pay the processing fees in the form of DD drawn in favour of 'Vellammal medical college hospital and research institute payable at Madurai'.

Each party warrants that the statements made relating to it in the MOU are true and accurate.

This MOU is valid for a period of 3 years from _____

In witness whereof the parties on the first part and the second part have affixed their Signatures herein the presence of the following witnesses.

For Honey bee PCR
For **HONEY BEE PCR LAB**

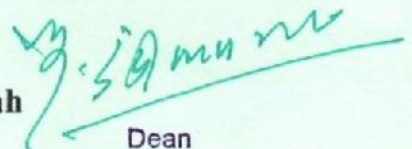
Mr.N.Raja


Proprietor

Sole Proprietor

For Vellammal Medical College

Dr. Rajah Muthiah


Dean

Vellammal Medical College Hospital
and Research Institute

The Dean, VMCH & RI (Vellammal Village)



தமிழ்நாடு தமிழ்நாடு TAMIL NADU 88AB 163503

26.2.2021
செலம்மல் மருத்துவக் கல்லூரி
மதுரை



Memorandum of Understanding (MoU)

This deed of Memorandum of Understanding is executed between Velammal Medical College Hospital and Research Institute, Velammal Village, Madurai-Tuticorin Ring Road, Anupanadi, Madurai - 625009, represented by its Head – Dean (hereinafter referred to as 'VMCHRI, Madurai) which expression shall unless repugnant to the context mean and include its Executors, Administrators, authorized person and assigns, of the First party and Apollo Hospitals Enterprises Limited, (CIN:L85110TN1979PLC008035, PAN:AAACA5443N) a Company incorporated under the Companies Act, 1956 and having its registered office at 19, Bishop Gardens, Raja Annamalaipuram, Chennai – 600028 and having its place of business at Lab Services, Apollo Speciality Hospitals, P3, KK Nagar East 1st street, Madurai - 625020, represented by its Chief Operating Officer (hereinafter referred to as 'Lab Services, ASH, Madurai) which expression shall unless repugnant to the context mean and include its Executors, Administrators, authorized person and assigns, of the Second party

சு. திருநாவுக்கரசு
Prof. T. THIRUNAVUKKARASU, M.D.,D.A.,
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai, T.N.-625 009

Page 01 of 04
Rohini Sridhar
Dr. Rohini Sridhar, M.D.,FRCPA, DNB
Chief Operating Officer
Apollo Speciality Hospitals
Madurai-625 020

VMCHRI, Madurai has expressed their desire to collaborate with Lab services, ASH, Madurai for outsourcing the samples for medical testing to Lab Services, ASH, Madurai for processing and reporting.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The objective of the Agreement is to improve the overall efficiency of the patient care by providing a wide and varied menu of laboratory tests and inter laboratory comparison, through efficient logistics, quality processing and optimal TAT.

The agreement will come into effect from 27.02.2021. Lab Services, ASH, Madurai consents to perform tests within its scope, on samples that are referred from VMCHRI, Madurai. Lab Services, ASH, Madurai is committed to employ the same stringent quality control measures it would do for samples that are collected in house, and would not indulge in activities that would jeopardize its principles and ethical values.

In continuation with this commitment, Lab Services, ASH, Madurai shall be responsible for the following:

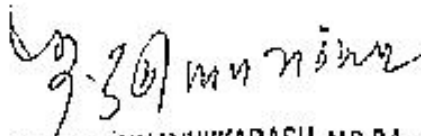
Providing adequate customer support / technical support with respect to samples, reports and their interpretation.

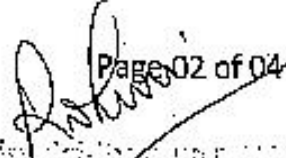
Delivery of reports through Hospital attender or through e.mail.

VMCHRI, Madurai shall be responsible for sample collection, preparation and sample transporting to the testing facilities of Lab Services, ASH, Madurai, under controlled conditions for analysis.

Lab Services, ASH, Madurai on its part is bound to honor the following conditions:-

- a. Strictly adhere to the defined requirements for sample collection and preparation.
 - b. Obtain and provide adequate clinical data if required.
 - c. Keep track of the reporting schedule of tests and make commitments to the patient / client accordingly.
 - d. Clarify discrepancies with VMCHRI, Madurai before making any statements to the client / patient.
-
- Lab Services, ASH, Madurai will not be responsible for pre- analytical errors in case of samples received from VMCHRI, Madurai and the reports pertain to the sample as received by Lab services, ASH, Madurai.


Prof. T. THIRUNAVUKKARASU, M.D.,D.A.,
Dean
Volammal Medical College Hospital
and Research Institute
"Volammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai, T.N.-625 009

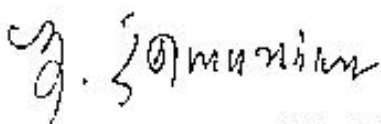
Page 02 of 04

Dr. Lakshmi Srinivasan, M.D., M.Ch.
Clinical Microbiologist
Specialty Registrar
Fellowship in Microbiology
Fellowship in Infectious Diseases

- A list of price of tests offered by Lab Services, ASH, Madurai at the time of execution of Contract is provided as per MoU.
- Invoice will be raised during receiving the sample or on a monthly basis. VMCHRI, Madurai shall honor to clear all bills pertaining to the tests referred, within 30 days of receipt of invoice.
- Payment in the form of Cheque/NEFT In favour of Apollo Hospital Enterprises Ltd., payable at Madurai.
- Each party warrants that the statements made relating to it in this Agreement are true and accurate and that nothing further needs to be stated to prevent such statements from being misleading.
- This agreement is valid for a **period of TWO years** from the date of commencement of operations, and is renewable by mutual consent for another term and such renewal shall be effected at least one month prior to the date of expiry.
- Tests process in Lab Services, ASH, Madurai; If the reports are Abnormal/CRITICAL, it will be informed to the respective SPOC of VMCHRI, Madurai on the following given Phone numbers & mail IDs:

Name: Dr. Vithiya M.D.
Mail ID: microvmch@gmail.com

Mobile number – 9486312483

- For any clarification / information VMCHRI, Madurai, may contact the following point of contact Mrs. K. Krishnaveni – 9524277211 / Dr. C T Meenachi - 9994767599.


Prof. T. THIBUNAVUKKARASU, M.D.,D.A.,
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai, T.N.-625 009



Page 03 of 04

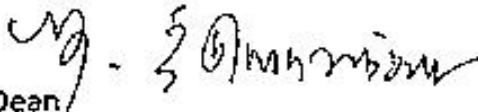
Dr. S. S. Srinivasan, M.D., M.A., M.Ch.
Gen. Surg. & Endo. Surg.
Apollo Hospital, Tuticorin
Tuticorin, Tamil Nadu
620002

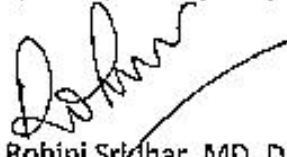
LIST OF INVESTIGATIONS

S NO	TEST NAME	SAMPLE	TAT
1	Bacterial culture & sensitivity		
2	Gram staining	All type of culture samples	As per schedule
3	Bacterial Serology (RA, ASO, CRP)	All type of samples	3 hours
4	Virology (HIV, HBsAg, HCV - CLIA method)	Serum Sample	3 hours
5	Dengue NS1, IgM & IgG by ELISA	Serum Sample	3 hours
			Daily at 11 am to 4 pm

For VMCHRI, Madurai

For Apollo Speciality Hospitals, Madurai


The Dean,



Velammal Medical College Hospital and Research Institute

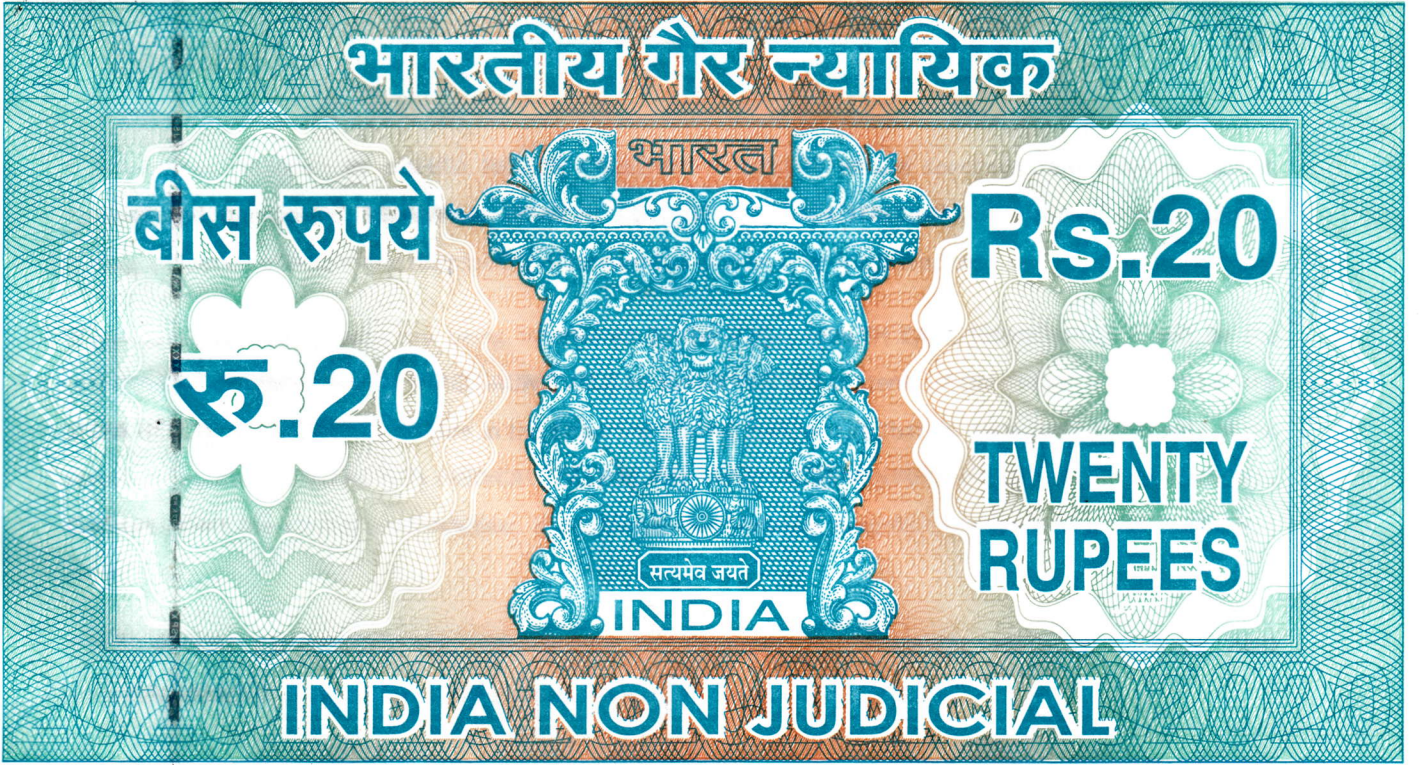
Dr. Rohini Sridhar, MD., DNB., FRCPA.,

Chief Operating Officer

Apollo Hospitals, Madurai Division

Prof. T. THIRUNAVUKKARASU, M.D.D.A.,
Dean

Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai, T.N.-625 009



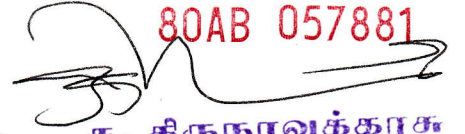
தமிழ்நாடு தமிழ்நாடு TAMIL NADU

Rs. 20/-

80AB 057881

29 AUG 2020

Shifa Healthcare
Tirunelveli




க. திருநாவுக்கரசு
நகர்முத்திரை விற்பனையாளர்
உரிமம் எண் : 22321/69
திருநெல்வேலி சந்திப்பு

MEMORANDUM OF UNDERSTANDING (MOU)

MOU Date: 29.08.2020

A Memorandum of understanding has been executed between SHIFA HEALTH CARE(TIRUNELVELI) and VELAMMAL MEDICAL COLLEGE AND HOSPITALS(MADURAI)

The memorandum of understanding is to establish that Medical laboratory samples sent from SHIFA HEALTH CARE(TIRUNELVELI) to VELAMMAL MEDICAL COLLEGE AND HOSPITALS(MADURAI), for Inter-laboratory comparison of results (or) when a particular test is not available in house (or) temporary facility for testing due to unforeseen circumstances such as breakdown of equipment, disasters etc., are not available.


Prof. R.M. RAJA MUTHIAN, M.S., M.Ch.,
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai (TN)-625 009

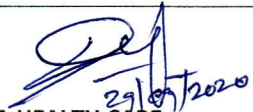
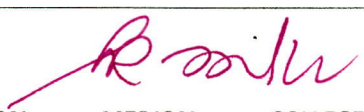
It will be the responsibility of SHIFA HEALTH CARE(TIRUNELVELI) to ensure specimens are properly packed, handled and transported. VELAMMAL MEDICAL COLLEGE AND HOSPITALS(MADURAI) should ensure correct testing, validation of results and maintaining of turnaround time be strictly adhered to.

If the contents of the report are being transferred to the SHIFA HEALTH CARE(TIRUNELVELI). It will be the responsibility of SHIFA HEALTH CARE(TIRUNELVELI) to ensure that the contents of the reports transferred to the SHIFA HEALTH CARE(TIRUNELVELI) are in the Reporting format making sure that all the essential elements of the results as reported by VELAMMAL MEDICAL COLLEGE AND HOSPITALS(MADURAI) are included without alterations that can affect the clinical interpretation. If additional interpretative remarks have been included in the final report.

SHIFA HEALTH CARE(TIRUNELVELI) will transport the samples to VELAMMAL MEDICAL COLLEGE AND HOSPITALS(MADURAI) according to the protocol followed for sample transportation.

VELAMMAL MEDICAL COLLEGE AND HOSPITALS(MADURAI) has to provide SHIFA HEALTH CARE(TIRUNELVELI) with up to date accreditation status & copy of scope of Accreditation (Test Wise).

This memorandum of understanding (MOU) is valid for 2 year from the above date.

For  SHIFA HEALTH CARE (TIRUNELVELI)	For  VELAMMAL MEDICAL COLLEGE AND HOSPITALS(MADURAI)
--	---

SHIFA HEALTHCARE
No-441/SH, Thiruchendur Road,
(Opp. Sri Lakshmi Mahal)
Srinivasa Nagar, Tirunelveli - 627 011.

Prof. R.M. RAJA MUTHIAH, M.S.,M.Ch.,
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Medural-Tulloorin Ring Road
Anuppanadi, Madurai (TN)-625 009

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on this the 8th day of February, 2021

BY AND BETWEEN

M/S MADURAI CORPORATION, Madurai represented by its Commissioner Mr.S.Visakan, I.A.S., having its office at Arignar Anna Maligai, Thallakulam, Madurai 625 002.

AND

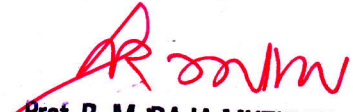
M/S VELAMMAL MEDICAL COLLEGE HOSPITAL AND RESEARCH INSITUTE, Madurai, represented by its Vice-Chairman Dr. R.M. Raja Muthiah, having its office at Madurai – Tuticorin Ring Road, Anuppanadi, Madurai 625 009 (herein after referred to as 'VMCH&RI').

The parties to the MoU shall be individually referred as 'Party' and collectively referred as 'Parties'.


NOW THIS MOU WITNESSETH AS FOLLOWS:


1. **MADURAI CORPORATION** Recognizes **VMCH&RI** as one of the referral centres for beneficiaries to utilize Medical Facilities either as In-Patient or Out-Patient.
2. **VMCH&RI** agrees with **MADURAI CORPORATION** to provide free medical care for antenatal cases under Muthulakshmi Reddy Scheme. For all referred beneficiaries with CMCHIS insurance privilege, free medical services will be given. All Medicine, Allied Medicine specialities, Surgery and allied Surgical specialities will be given free medical care under CMCHIS. Free services to all referrals from Corporation is enclosed in Annexure.
3. **MADURAI CORPORATION** may refer beneficiaries to **VMCH&RI** for any medical services and in all antinatal cases, **VMCH&RI** agrees with **MADURAI CORPORATION** to provide treatment to the beneficiaries immediately on their reporting basis.


Commissioner
Corporation of Madurai
Madurai-2


Prof. R. M. RAJA MUTHIAH, M.S., M.Ch.,
Vice Chairman
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai, T.N.-625 009

4. **VMCH&RI** shall treat the beneficiaries of **MADURAI CORPORATION** with utmost care and shall provide timely and best of medical treatment.
5. The parties herein shall provide the details of point of contact for communication.
6. **VMCH&RI** shall keep informed the designated authority of **MADURAI CORPORATION** about the condition of the beneficiary as and when it is required.
7. **Ambulance Services:** Wherever available or feasible, **VMCH&RI** would arrange to pickup/drop the patient referred to by the **MADURAI CORPORATION** by its ambulance and such charges will not be included in the respective patient's bills. However **MADURAI CORPORATION** can request for such service only in case of medical emergency or in respect of critical cases. Due priority shall be given by **VMCH&RI** to the request made by the **MADURAI CORPORATION** in this regard.
8. Free Transport (Pickup and drop) to all Antenatal cases who are referred by **MADURAI CORPORATION** for doing Echo Cardiography and NT scan will be provided by **VMCH&RI**.
9. This MOU shall be valid for a period of **Three years** and may be extended for further periods on the terms and conditions mutually agreed upon between the parties.
10. In case of any dispute between **VMCH&RI** and **MADURAI CORPORATION**, the same shall be mutually resolved by the parties through negotiations. This MOU shall be governed by Indian laws and Parties agreed to the exclusive jurisdiction of Madurai Court's in case of any disputes arising out of this MOU.
11. Either of the Parties shall have the right to terminate this MOU by giving prior written notice of one month to the other party.
12. It is further agreed that any amendments to this MOU shall be made and executed in writing by the Parties or their duly authorized representative.


Commissioner
Corporation of Madurai
Madurai-2


Prof. R. M. RAJA MUTHIAH, M.S., M.Ch.,
Vice Chairman
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai, T.N.-625 009

IN WITNESS WHEREOF the parties hereto have executed this MOU on the day, month and year first herein above written.

For **Madurai Corporation**

For **VMCH&RI**

[Handwritten signature]
68.52.21
Commissioner
Authorized Signatories
Corporation of Madurai
Madurai-2
Witnesses:

[Handwritten signature]
Prof. R. M. BAJA MUTHIAH, M.S.,M.Ch.,
Vice Chairman
Authorized Signatories
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai, T.N.-625 009

1. *[Handwritten signature]*
.....
CITY HEALTH OFFICER
MADURAI CORPORATION

1. *[Handwritten signature]*
.....
For VELAMMAL MEDICAL COLLEGE HOSPITAL
& RESEARCH INSTITUTE, MADURAI

R. MANIVANNAN
Chief Administrative Officer

2. *[Handwritten signature]*
.....
[Handwritten text]
.....
[Handwritten text]

2. *[Handwritten signature]*
.....
Head - HR



ANNEXURE

I Department of Obstetrics & Gynaecology

Free services available for corporation patients registered under Muthulakshmi Reddy Scheme

1. OP visits, ANC care, ANC investigations & Ultrasound throughout pregnancy and one Echo to be done.
2. 24 hours delivery services supervised by expert Obstetrician well equipped labour room with continuous fetal monitoring services (CTG) available.
3. Management of high risk Obstetric cases, Expert management of all high risk obstetric case in HDU.
4. Expert nursing care available for all AN/delivering & postpartum mothers
5. 24 hours blood bank provides all the components as well as PCV & whole blood in case of emergency.
6. Arrangements to be made for immediate despatch of birth Certificates to the postnatal mother.

II Department of Paediatrics

The following services to be offered free of cost:

1. Newborn Intensive Care (NICU) for the babies delivered at VMCH&RI, born to the mothers referred from the Urban PHCs of Corporation of Madurai.
2. Newborn Intensive Care (NICU) for the babies delivered at Urban PHCs and referred to VMCH&RI. This will include the transport in the Neonatal Ambulance Service.
3. Birth dose immunization to be covered without omission.

III Under CMCHIS

All Medicine, Allied Medicine specialties, Surgery and allied Surgical specialties will be given free medical care under CMCHIS.



தமிழ்நாடு தமில்நாடு TAMILNADU

Version CH 106212

23 SEP 2020

Madurai Kamarajar
University
Madurai.

எஸ். வெங்கடேசன்

ஸ்டாம்பு வெண்டர்
4/141, வேங்கடேசன்

23/09/2020

உத்தங்குடி, மதுரை-107, தமிழ்நாடு
ஆர்.சி. எண் 1761/பி.1/97-32

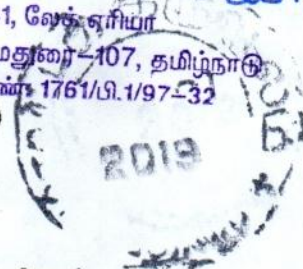
MEMORANDUM OF UNDERSTANDING (MOU)

between

Madurai Kamaraj University

and

Velammal Medical College Hospital & Research Institute, Madurai



This deed of Memorandum of Understanding (MOU) signed on 23rd September, 2020 between Velammal Medical College Hospital & Research Institute (an Unit of Velammal Educational Trust), having its registered office at Madurai, Tuticorin Ring Road, Anuppanadi, Near Chinthamani Toll Gate, Madurai, Tamil Nadu- 625009 represented by The 'Dean', Velammal Medical College Hospital & Research Institute hereinafter called as 'Institution' (which expression, unless repugnant to the context here of shall mean and include its successors and permitted assigns).

and

Madurai Kamaraj University (MKU), a public University in Madurai with 109 affiliated colleges, Palkalai Nagar, Tamil Nadu- 625021, represented by The Registrar of the University herein after called as the 'University'.

Handwritten signature in green ink.

REGISTRAR
MADURAI KAMARAJ UNIVERSITY
MADURAI-625 021.

Handwritten signature in black ink.
Dr. P.K. MOHANTY
Vice Principal
Velammal Medical College Hospital
and Research Institute
Madurai-625 009

Whereas the affiliated institution is a renowned Medical College Hospital, with 8 years of standing, approved by MCI and offers Under-Graduate and Post-Graduate courses in various disciplines of modern medicine and Whereas the University, desires to use the services of the affiliated institution in conducting Biomedical research and allied curricular activities.

The main purpose of this MOU is to provide academic support to B.Voc, Diploma, Advanced Diploma, various Post Graduate, Doctoral and Post Doctoral programmes in Biomedical Sciences Madurai Kamaraj University by Velammal Medical College Hospital as the institution is well equipped with biomedical laboratories and instrumentation of various disciplines and with a tertiary level hospital for conducting studies in Basic and Applied Biomedical Sciences.

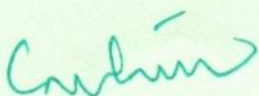
TERMS OF REFERENCE (TOR):

TYPES OF OBLIGATIONS:

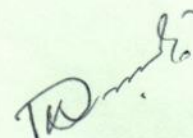
1. To conduct academic programmes /courses (i.e. B.Voc., Molecular Diagnostic Technology, M.Sc., Biomedical Sciences) at the University utilizing the required facilities of the medical institution.
2. Incubation for research in Biomedical Sciences.
3. Conducting joint workshops & hands on trainings in various topics of biomedical relevance.
4. Jointly hosting of CMEs, seminars, colloquium, symposium and conferences in the field of Biomedical Sciences and Health Research.
5. Collaborate in scientific publications, dissemination of scientific information in public and professional interest.
6. Sharing of material resources and expertise in the field of biomedical research and healthcare aspects.

ROLE/RESPONSIBILITIES OF THE MEDICAL INSTITUTION:

1. To provide access to the enrolled students, scholars and guides from MKU to the biomedical labs and health care facilities for academic and research purposes.
2. Specific TOR statement of work will be framed on a project to project basis or event to event basis.
3. Institution will provide expertise in supporting various academic programmes.
4. Both the parties agree to support each other in generating funds and other resources for joint academic and research activities.



REGISTRAR



Dr. P.K. MOHANTY
Vice Principal

ROLE/RESPONSIBILITIES OF UNIVERSITY:

1. The University will recognize the faculty members of the medical institution as research guides, independent researchers, investigators and subject experts in various branches of Biomedical Sciences as per the norms framed by the University time-to-time.
2. The University will involve the medical institution in organizing, hosting of National and International academic events in the field of Biomedicine.
3. The University will assist the medical institution in upgrading the biomedical educational resources.
4. Both the University and the Institution had agreed to exchange their scholars for academic and research advancement in the field of Biomedical Sciences.

TERM:

This agreement will become effective upon the date of signature by both parties. It shall remain valid for a period of three years from the date of the last signature, with the understanding that it may be modified by the written mutual consent of both the parties.

TERMINATION:

This agreement can be terminated by either party with advance written notice of at least 30 days. Upon notice of termination, both the institution & the University agree to work in good faith to enable training of biomedical scholars to complete their respective course /research programmes unhindered by the termination. The agreement may be extended by mutual consent of the two parties after the three year period, and it must be renewed in writing.

CONFIDENTIALITY:

All digital, written, oral information communicated by one party to another shall be held in strict confidence by both the parties and be used only for purpose of this agreement.

NOTICES:

All notice and other relevant communications required under this agreement shall be in writing and shall be delivered to the points of contact. This memorandum of understanding completed in English is hereby signed in two copies with one copy remaining in the possession of each institution.

C. S. Srinivas

REGISTRAR

P. K. Mohanty
Dr. P.K. MOHANTY
Vice Principal
Medical College Hospital

The points of contact for this agreement are:

As primary liaison between both institutions to facilitate further and future activities.

For Institution:

Name with qualification:

Designation: **DR. P.K. MOHANTY**
Vice Principal

Address/Seal: Velammal Medical College Hospital
and Research Institute
Madurai-625 009

For University:

REGISTRAR
MADURAI KAMARAJ UNIVERSITY
MADURAI-625 021.

In witness thereof the parties have set their hands unto, this date and year () first written above.

For Institution:

Signature: **DR. P.K. MOHANTY**
Vice Principal
Velammal Medical College Hospital
and Research Institute
Name: Madurai-625 009

Designation:

Seal:

For University:

Signature:

Name: **REGISTRAR**
MADURAI KAMARAJ UNIVERSITY
MADURAI-625 021.

Designation:

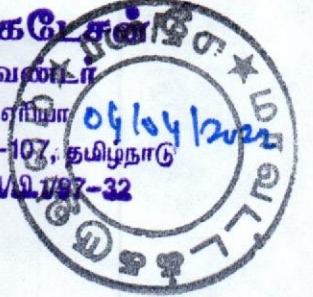
Seal:



தமிழ்நாடு தமிழ்நாடு TAMILNADU
04 APR 2022

Velammal Medical College Hospital &
Research Institute
Madurai

CG 769119
எஸ். வெங்கடேசன்
ஸ்டம்பு வெண்டர்
4/141, லேக் எரியா
உத்தங்குடி, மதுரை-107, தமிழ்நாடு
ஆர்.சி. எண்: 1761/1797-32



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) has been signed at Madurai on this 4th day of the month of April 2022

between

Velammal Medical College Hospital & Research Institute (hereby referred as VMCH&RI) (First Party) with address at Velammal village, Madurai-Tuticorin Ring Road, Anuppanadi, Madurai.

and

Vadamalayan Hospitals Pvt Ltd (hereby referred as Vadamalayan) (Second Party) with address at Vallabh Bhai Road, Chockikulam, Madurai-625002.

சு. திருநாவுக்கரசு
Prof. T. THIRUNAVUKKARASU, M.D., D.A.,
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai, T.N.-625 009

For VADAMALAYAN HOSPITALS (Pvt) LTD.,
Chairman & Managing Director

This MOU shall be executed under the following terms and conditions.

1. Scope of service:

VMCH&RI had requested Vadamalayan to provide them with specialized services in the following areas.

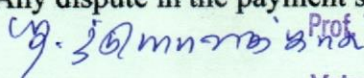
- a. Gamma Camera Imaging
- b. PET-CT
- c. Radiation Therapy

2. Services and Logistics:

- a. VMCH&RI shall send their patients (both Outpatients and Inpatients) to Vadamalayan for availing services that are unavailable with VMCH&RI.
- b. Vadamalayan shall offer its specialized services to VMCH&RI's patients.
- c. VMCH&RI or its patients need to take prior appointment for the requested service with the respective Department In-charge.
- d. VMCH&RI's patients have to report to the respective department 15 minutes before the scheduled appointment time.
- e. Vadamalayan shall not provide any kind of transport to VMCH&RI's patients. Any such requests have to be managed by VMCH&RI and shall not be the responsibility of Vadamalayan.
- f. VMCH&RI's patients have to carry relevant reports and documents when they appear for the requested service at Vadamalayan.
- g. Appointments shall be adhered to. However, in case of any unavoidable situations, appointments could be delayed and Vadamalayan shall do everything possible to attend to VMCH&RI's patients at the earliest possible time.
- h. VMCH&RI's patients need to adhere to the guidelines of Vadamalayan and shall sign consent documents whenever necessary.
- i. Vadamalayan shall adhere to the stipulated turnaround time (TAT) for reporting.
- j. Any delay in reporting is unintentional and shall be reasoned out.
- k. A copy of the report will be sent by e-mail to the treating doctor at VMCH&RI or to the Single Point of Contact (SPOC) as identified by VMCH&RI.
- l. Efforts will be taken to inform any critical finding through telephone to the treating doctor at VMCH&RI

3. Pricing and Payments:

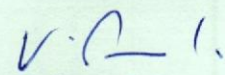
- a. Vadamalayan shall follow the prices as mutually agreed and approved. However, Vadamalayan holds the utmost right to change or update the prices of the services, without any prior intimation.
- b. Kindly note that the price offered to VMCH&RI is exclusive and is to be maintained as strictly confidential by VMCH&RI and is not to be shared with any third party without the permission of Vadamalayan.
- c. Any dispute in the payment shall be intimated by Vadamalayan to VMCH&RI.



Prof. T. THIRUNAVUKKARASU, M.D.,D.A.,
Dean

Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai, T.N.-625 009

For VADAMALAYAN HOSPITALS (Pvt) LTD.


Chairman & Managing Director

4. Validity: This Memorandum of understanding is valid for 3 years from the date of signing.

5. Relationship:

This arrangement is only on principal to principal basis and does not give rise to any principal and agent relationship or joint venture between the parties. Nothing stated in this arrangement will authorize or permit either party to represent or act as or plead any such relationship in the event of a report being lost/damaged, a duplicate report shall be made available at no additional cost and in the event of sample being lost/ damaged, a repeat sample shall be collected by the defaulting party at no additional cost.

6. Termination:

This MOU shall become invalid at the end of 3 years from the date of signing of this MOU unless the validity is extended with mutual consent. However, if either party wishes to terminate this MOU at any point before the end of 3 years, they're permitted to do so only after giving 15 days prior notice to the other.

7. Confidentiality:

Each party agrees and acknowledges that, all or any information relating to the disease, each one's business, price list, strategy etc. are of a confidential and business sensitive in nature. The parties further agree that, sharing or parting of any such aforementioned confidential information between themselves is only for the limited purposes of implementation of the provisions of this MOU and each party represents and warrants to the other that, it shall not disclose to any third party /outsider persons or agencies any confidential information without the prior written consent of the other.

சீ. திருநாவுக்கரசு ,

Prof. T. THIRUNAVUKKARASU, M.D.,D.A.,
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai, T.N.-625 009

For VADAMALAYAN HOSPITALS (Pvt) LTD.,

V. R. !
Chairman & Managing Director

IN WITNESS WHEREOF, the Parties hereto agree to execute this MOU as of the date written below by their duly authorized representatives.

Signed and delivered by the within named

For and on behalf of **Velammal Medical College Hospital & Research Institute**

Name & Designation:

Signature: 69-20m n 22500

Prof. T. THIRUNAVUKKARASU, M.D.,D.A.,
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai, T.N.-625 009

Signed and delivered by the within named

For and on behalf of **Vadamalayan Hospitals Pvt Ltd**

Name & Designation:

For VADAMALAYAN HOSPITALS (Pvt) LTD.,

Dr. Pugalgiri Vadamalayan.

V. R. I.

Chairman & Managing Director

Signature: V. R. I.

**REFERRAL LABORATORY FOR OUTSOURCING AND INTER
LAB COMPARISON AGREEMENT**

It has been agreed in Madurai 08-Sep-2021, between the hereunder parties:

"AGAM DIAGNOSTICS" a proprietorship concern operation at Ground floor, plot no 17-R-1,120 feet road, Chambakulam, Vivekananda Nagar, Madurai 625007, Tamil Nadu, herein after referred to as the "AGAM" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of ONE PART.

AND

Velammal Medical College Hospital and Research Institute located at Toll Gate, Madurai-Tuticorin Ring Road, Velammal, Anuppanadi Near Chinthamani, Madurai 625009, Tamil Nadu, hereinafter referred to as the "Velammal" which expression unless repugnant to the context or meaning thereof be deemed to include, legal representative, executors, administrators, successors and permitted assigns of the other PART, each a party and collectively referred to as parties.

Both parties as above have expressed a desire of entering in to an agreement to meet their respective objectives, which are set out here in below,

1. **Subject**

This contract is established that AGAM Diagnostics will send their patient samples for purpose of outsource testing to Velammal Medical College Hospital and Research Institute and ILC for External Quality Assurance activity only. The frequency for ILC can be at once in 3 months or as and when necessary, based on the need of either party upon agreement of the terms and conditions of this Agreement.

2. **Duration**

The term of the agreement is 12 (Twelve) months starting from the date of signing this agreement by the two Parties, being review on an annual basis, and such shall be binding on the Parties. Such terms are renewable for another similar term unless one of the Parties notifies the other of its intent not to renew this agreement by an official written notification to be sent by registered mail 30 (Thirty) days prior the date of termination.

3. **Range of Investigations**

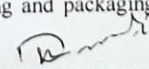
Both the parties agreed for the Inter Lab comparison for their samples as per NABL Protocol, the scope of services shall include Clinical Biochemistry, Haematology, Clinical pathology, Molecular Biology, Histopathology.

4. **Specimen Packing**

Both parties shall send the proposed sample specimens as required (eg., extracted Nucleic Acid (DNA/RNA), Whole Blood, Serum, Plasma, Urine, Slides, etc) and will take all necessary steps to pack them and courier it through proper transport mechanism or handover the samples to collection executive. Proper care to ensure no leakage during transit should be taken while collecting and packaging the specimens.

For Agam Diagnostics


Proprietor


DIRECTOR LABORATORY SERVICES
VMCH & RI, MADURAI

5. Confidentiality

Both parties can mask the patient identifiers if needed during the exchange of samples; however, any patient demographic details obtained for the outsourcing and ILC purpose shall be kept strictly confidential by both parties. The test results and the interpretations of the samples of either party shall be kept strictly confidential and to be used only for agreed purpose and Quality Assurance activities. Considering various pre-analytical, analytical and post-analytical factors involved and various limiting factors involved, neither of the parties shall decide the final interpretation of patients results based on the results of Inter-Laboratory comparison results alone.

6. Communication

All notices and communications permitted or required hereunder shall be in writing and sent by registered e-mail, fax or other confirmed electronic communication to the address indicated below, or to such other address any Party may, be written notice, specify to the other.

"AGAM"

AGAM Diagnostics

Ground floor, Plot no 17-R-1, 120 feet road,
Chambakulam, Vivekananda Nagar, Madurai 625007.

For Technical:

Mr.Suresh Lingam

For Commercial & Operations:

Mr.Suresh Lingam

"VELAMMAL"

Velammal Medical College Hospital & Research Institute

Toll Gate, Madurai-Tuticorin Ring Road,
Velammal, Anuppanadi Near Chinthamani,
Madurai 625009, Tamil Nadu.

For Technical Commercial & Operations:


Dr. Mohanty M.D.,
Email Id. drmohantypk@gmail.com

7. Responsibilities: Both parties shall

- a. Support on all necessary assistance towards the respective specimen, Slide, Image or sample.
- b. Follow and fully comply with the standards, policies and guidelines established by NABL.
- c. Take a proactive approach to complete the cases within the agreed TAT (Turn Around Time)
- d. Appoint one contact person to communicate regarding work.

8. Turn Around Time (TAT):

For Agam Diagnostics
It should be great to receive the reports of the specimens sent within agreed (as per price table) working days


DIRECTOR LABORATORY SERVICE
VMCH & RI, MADURAI

9. Documentation / Scientific activity:

This agreement is applicable for External Quality Assurance activity (Inter-Laboratory Comparison) only. Data hereof shall remain the sole property of the parties and cannot be used for other purposes than the ones subjected in this Agreement. This should not be used for any study, research and for any commercial purposes by either of the parties.

10. Arbitration and Dispute readdressal:

Both parties are responsible for local laws and regulation compliance. All local arrangements that could compromise this contract activity should be informed to both the parties. In case of any dispute between the parties to this agreement, the matter shall be referred to and be settled by arbitration.

11. Non-disclosure information:

Both Parties shall maintain confidentiality which implies not to reveal and disclose any information or data pertaining to outsourced samples. The obligation of confidentiality shall continue for 1 year after termination of this agreement.

12. Changes:

Any change to this Agreement shall only be valid and effective if a written document is produced and signed by both parties.

13. Termination:


Both parties have the right to terminate this agreement in the event of incompliance of the obligations contained in this agreement or revocation of any of its terms and conditions by the other party. In this case, the party Claiming the termination shall send its intention with the due justification by an official written notification to be sent by registered mail 30 (Thirty) days. Notwithstanding the precedent phrase, the not defaulting Party may be entitled to receive a compensation for the damages caused by the termination of this agreement, attending to the general terms of law.

This agreement has been done and signed in duplicate. Each Party keeps one copy.

“AGAM”:

AGAM Diagnostics

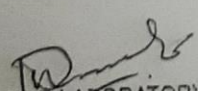
For Agam Diagnostics


Proprietor

Authorized Signatory.

“Velammal”

Velammal Medical College Hospital & Research Institute


DIRECTOR LABORATORY SERVICES
VMCH & RI, MADURAI

Authorized Signatory.

This Memorandum of Understanding (herein forth referred to as "MOU") represents an agreement between Department of Psychiatry, Velammal Medical College hospital and Research Institute, (hereinafter referred to as the "First Party" or Institute), & M.S Chellamuthu Trust and Research Foundation, 643,K.K.Nagar, Madurai-625020 (herein forth referred to as "second party" or the "MSCT&RF") is made on 08.12.2021.

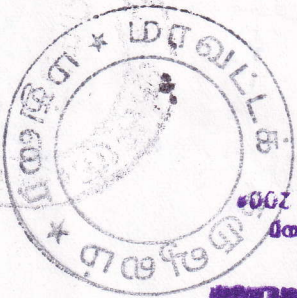
Memorandum of Understanding

M.S Chellamuthu trust and Research Foundation, Madurai

&

Velammal Medical College hospital and Research Institute

Department of Psychiatry,

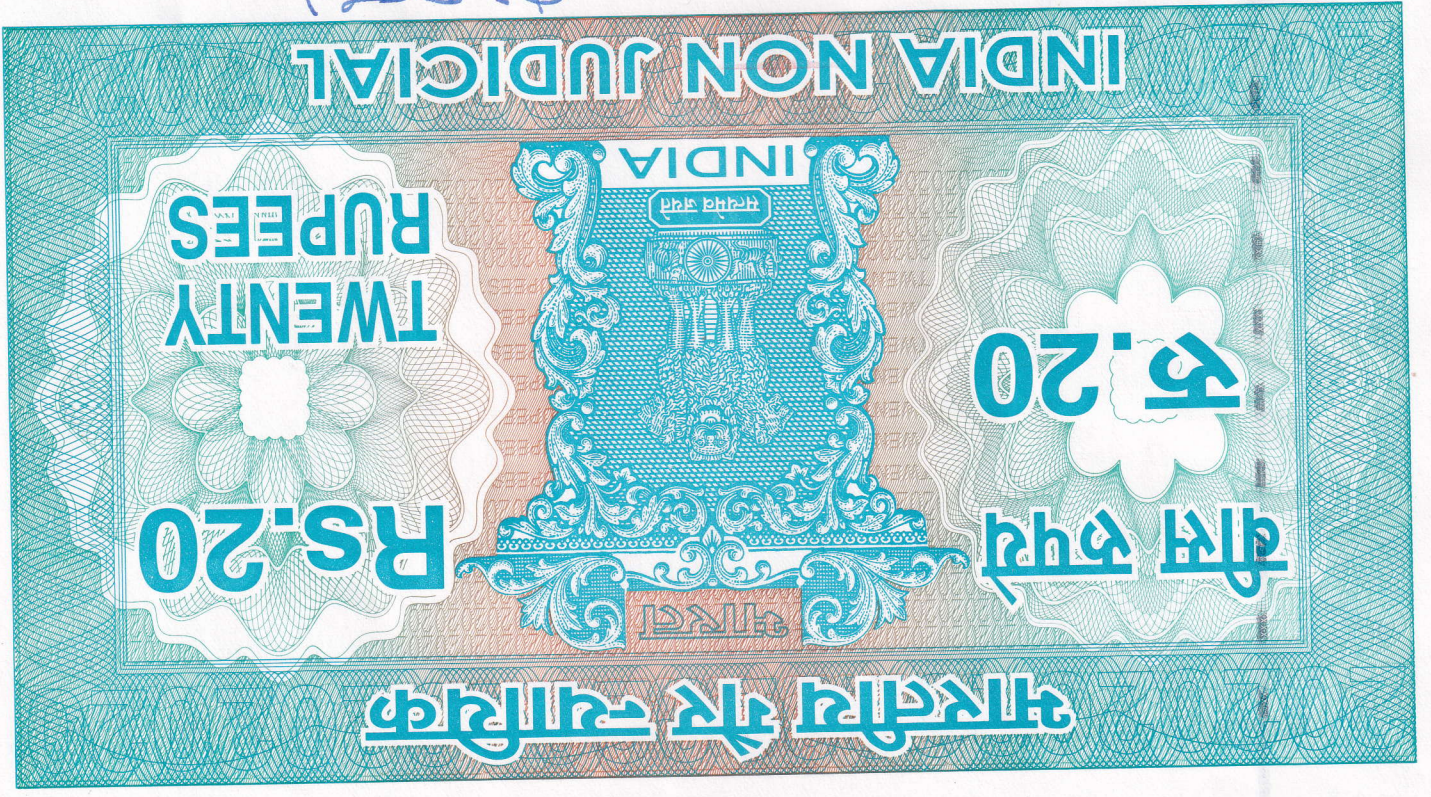


M.C.No. 5800 / B1 / 200
Y. சித்தகலை, மதுரை
1/58, ராஜகம்புடி

95AB 405020

P. Nigama
முத்துரத்தாள விடுபாளையம்

காமிநாடு தாமதாடி TAMIL NADU
6.1.2021



भारतीय नैऋतिक

₹.20

TENTY

RUPEES

₹.20

₹.20

Whereas the first party The Department of Psychiatry, is functioning under the Medical College Hospital & Research institute situated in Madurai & affiliated with the Tamil Nadu Dr MGR Medical University. It caters to both undergraduate & postgraduate medical education and research. The Department of Psychiatry provides both inpatient and outpatient services for Psychiatric patients and promoting mental health services to the community.

And

Whereas the M.S Chellamuthu Trust and Research Foundation, the Second Party is a registered non profit organisation. It was founded in 1992 by Dr. C.Ramasubramanian Consultant Psychiatrist, providing holistic mental health services to the community.

The purpose of this agreement is to create dedicated referral pathways between College and Provider. Both parties are committed to providing mental health services to students that position them to succeed in school, work, and family.

Now, for the purpose and in the context of carrying out the Collaboration of Parties it is hereby agreed as follows:

I. The Collaboration

A. SCOPE of the collaboration

The general purpose of the MoU may include the following general cooperation areas:

1. Provide exposure in various techniques of community care for Alcohol and drug use disorders.
2. Exposure of students on Psychosocial Rehabilitation for the Persons with Mental Disabilities.
3. Exposure of Postgraduate and Undergraduate students to Community Based Rehabilitation (CBR) activities and programmes.
4. Facilitating Academic enrichment programme for the Mental Health Professionals of both Institutions.
5. Initiating seminars, workshops and conferences of academic interest as joint initiatives.
6. To promote research activities in Institution Based Rehabilitation and Community Based Rehabilitation.

The collaborative activities are to be carried out after mutual consultation and agreement between both parties.

Term of Agreement:

This MOU is valid from 08/12/2021 through 07/12/2022.

During this period modifications can be made through mutual agreement between parties that is appropriately documented in writing.

The agreement shall be in effect from the date of signature for a period of 1 (one) year. It shall be renewed based on mutual written agreement.

Either party may terminate this agreement by providing written notice at least three weeks prior to the action.

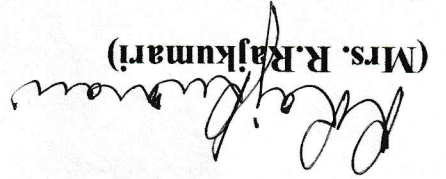
General Terms:

1. Each party agrees and undertakes that during the term of this MoU and thereafter it will keep the information received from the other which can be reasonably considered confidential or which is so designated to be confidential (the Confidential Information) and will not use such information for any purposes other than performance of its other obligations in accordance with this MoU.

2. The persons involved in carrying out the collaboration shall have the right to publish in learned journals or present at conferences, scientific and technological papers from the Collaboration and/or the results and outcomes of the collaboration subject to each Party's written approval, which shall not be unreasonably withheld.

3. The use of the name, logo and/or official emblem of any party on any publication, document and/or paper is prohibited without the prior written approval of that party.

Signature



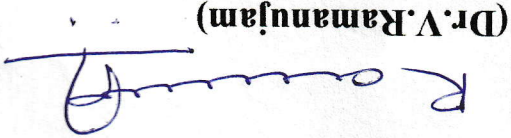
(Mrs. R. Rajkumari)

Executive Director,

M.S Chellamuthu trust and Research Foundation
Madurai

EXECUTIVE DIRECTOR
M.S. CHELLAMUTHU TRUST &
RESEARCH FOUNDATION
Reg No. 400/92
643, K.K. Nagar, Madurai - 10

Signature



(Dr. V. Ramannujam)

Professor and Head

Department of Psychiatry,
VMCHR&I

Dr. V. RAMANUJAM, M.D., D.P.M.

Reg. No. 37227
Professor & Head
Department of Psychiatry
Velammal Medical College
Hospital And Research Institute
Madurai-625 009



தமிழ்நாடு தமில்நாடு TAMIL NADU

88AB 097134

19/1/2022

UMEHRI
Madurai

S. சண்முகம்
L. No. 8191 / 90
ஸ்டாம்பு வெண்டர்
176, சிவகங்கை ரோடு, சென்னை.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Madurai, Tamil Nadu on9th..... day ofFebruary..... 2022, By and between

Velammal Medical College Hospital & Research institute, Madurai represented by Dr. Thirunavukarasu, the Dean (Hereinafter referred to as the "First Party" or Institute)

AND

The Leprosy Mission Hospital, Dayapuram, affiliated with the The Leprosy Mission Trust India, CNI Bhavan 16, Pandit Pant Marg, New Delhi, India., in the state of Tamilnadu represented by **Dr. Jacqueline Jose** (Hereinafter referred to as the 'Second Party' or Hospital).

Whereas the first party is a Medical College Hospital & Research institute situated in Madurai & affiliated with the Tamil Nadu Dr MGR Medical University. It caters to both undergraduate & postgraduate medical education and research.

And

Whereas the Second Party is a 30 bedded secondary Hospital in Manamadurai with focus on treatment and rehabilitation of Leprosy patients.

Jacqueline Jose
SUPERINTENDENT
The Leprosy Mission Hospital

Dr. Thirunavukarasu
Prof. T. THIRUNAVUKARASU, M.D.,D.A.,
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"

A. BACKGROUND

In an effort to improve the Health care access to Leprosy patients and also to aid in their rehabilitation, and also provide Medical students with knowledge about this special interest group, the First Party and the Second Party have agreed in principle for the welfare of the people to work symbiotically.

B. SCOPE OF PARTNERSHIP

The first party and Second Party will as and when required during the period of this Memorandum of Understanding, collaborate on such mutually agreed initiatives that have potential to improve the quality of life of Leprosy patients in a systemic manner.

C. OBJECTIVES

1. To improve the health care access of patients attending TLM Hospital by providing specialised services and referral services.
2. To provide the medical students an opportunity to understand various Epidemiological determinants, clinical manifestations and diagnosis of leprosy.
3. To provide the medical students an opportunity to understand the role of secondary hospital in Leprosy control.
4. To involve the medical students in conducting research among leprosy and other patients.

D. ROLES & RESPONSIBILITIES

1. First Party:

- a. Manpower:** The Velammal Medical College Hospital and Research Institute will be responsible for posting medical students to work in the Hospital
- b. Transport:** The Institute will be responsible for transportation of Doctors & Students to the designated site.
- c. Fees:** The Institute will be responsible for paying for the food & reasonable accommodation if & when required at a cost that is mutually agreed upon by both parties.
- d. Consultant visit:** The Institute will be responsible in sending specialists on a monthly basis to the hospital on mutually agreed upon dates.
- e. Research:** The Institute will be responsible for formulating research protocol, obtaining ethical clearance, maintaining confidentiality of data, and publication of results, of any research conducted by the students of the Institute, among leprosy and other patients at the TLM hospital.

2. Second Party:

- a. Posting:** The TLM hospital will be responsible for training medical students/interns posted in it

b. Food & Accommodation: The hospital will be responsible for providing food & reasonable accommodation if & when required for which the Institute will pay a fee that is mutually agreed upon by both parties.

c. Transport: The Hospital will be responsible for transportation of Specialist on their monthly visit.

d. Arrangement: The Hospital will be responsible for making all necessary arrangements for organising the specialist clinic on stipulated date and time as decided by both the parties.

e. Publicity: The Hospital will be responsible for making IEC regarding specialised clinics/camps to the beneficiaries so that they are aware about such activities and can avail the benefits.

E. FORCE MAJEURE

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force Majeure, namely circumstances beyond the reasonable control of either party which shall include (but shall not be limited to) acts of God, military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics etc. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than three (3) month, then the other party shall have the right to terminate this Agreement. The terms of termination under this condition will be with no liabilities or penalties.

F. GENERAL PROVISIONS

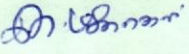
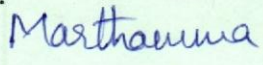

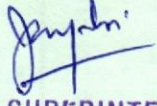
1. Governing Law and jurisdiction: The parties hereby agree that this Agreement and all questions arising with it are governed by and will be construed according to the laws from time to time in force in India and the state of Tamil Nadu and the parties irrevocably submit to the authority of the courts having jurisdiction in that state.

2. Severability: In the event of any of these terms, conditions or provisions of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

G. TIME PERIOD OF THE MOU

The MoU will be valid for a period of 1 year from the date it is signed by both parties, i.e. till 9th Feb 2023. It can be extended for another one year or its scope increased by mutual agreement

IN WITNESS WHEREOF THE PARTIES HERE UNTO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST HEREIN BEFORE MENTIONED

<p>For Velammal Medical College Hospital & Research institute, Madurai. Witness:  R. Manohar.</p>	<p>For TLM Hospital, Dayapuram. Witness:  Marthamma</p>
<p> Prof. T. THIRUNAVUKKARASU, M.D., D.A., Dean Velammal Medical College Hospital and Research Institute "Velammal Village" Madurai-Tuticorin Ring Road Anuppanadi, Madurai, T.N.-625 009</p> <p>Dr. Thirunavukarasu, The Dean, Velammal Medical College Hospital & Research institute, Madurai</p>	<p> SUPERINTENDENT The Leprosy Mission Hospital Dayapuram, Manamadurai-630606 Sivagangai Dist.</p> <p>Dr. Jacqueline Jose, The Superintendent, TLM Dayapuram Hospital, Manamadurai.</p>

Place: Madurai

Dated: 9-2-2022



தமிழ்நாடு தமிழ்நாடு TAMIL NADU

88AB 097137

19/1/2022

Mahelerecen
Madurai

S. சண்முகம்
L. No. 8191 / 90
சாலைப்பேட்டை தெரு
176, சிவசங்கரகோட்டை, மதுரை



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Madurai, Tamil Nadu on 2nd day of Feb.: 2022 by and between

The Department of Community Medicine, Velammal Medical College Hospital & Research Institute, Madurai, represented by Dr. Samir Bele, Professor & Head of the Department (Hereinafter referred to as the "First Party" or Department)

AND

Madurai Health and Leprosy Relief Centre (Mahelerecen), registered under Tamil Nadu Society's Registration Act 1975 with Registration No. 184/91, having its registered office at No. 12/10, Sister Rose 2nd Street, Melapponnagaram, Madurai, in the State of Tamil Nadu represented by Mr. M. Rajendran, Secretary, (Hereinafter referred to as the 'Second Party' or NGO).

Samir Bele
21/02/2022
PROFESSOR & HEAD
Department of Community Medicine
Velammal Medical College Hospital
and Research Institute
Madurai-625 009

M. Rajendran
21/02/2022
SECRETARY
MADRAI HEALTH AND LEPROSY
RELIEF CENTRE
No. 12/10, Sister Rose 2nd Street
Melapponnagaram
Madurai-625 016, Tamilnadu

Whereas the First Party is a teaching Department in a Medical College that is tasked with teaching and training the medical students about provision of health care in the community, health needs of special groups etc. among other things as defined by the National Medical Commission.

And

Whereas the Second Party is a Non-Governmental Organisation (NGO) working towards leprosy prevention, management and rehabilitation of leprosy patients in the Districts of Southern Tamil Nadu, India.

A. BACKGROUND

In an effort to improve the health care access to leprosy patients and also to aid in their rehabilitation, and also provide Medical students with knowledge about this special interest group, the First Party and the Second Party have agreed in principle for the welfare of the people to work symbiotically to ensure provision of amenities by way of medical camps and health educational activities in the Madurai District.

B. SCOPE OF PARTNERSHIP

The First Party and Second Party will as and when required during the period of this Memorandum of Understanding, collaborate on such mutually agreed initiatives that have potential to improve the life of leprosy patients in the District, in a systemic manner.

C. OBJECTIVES

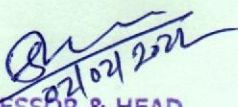
1. To improve the health care access of leprosy patients by providing primary care and referral services.
2. To provide the medical students an opportunity to understand various Epidemiological determinants, clinical manifestations and diagnosis of leprosy.
3. To provide the medical students an opportunity to understand the role of an NGO in Leprosy control.
4. To involve the medical students in conducting research among leprosy patients.

D. ROLES & RESPONSIBILITIES

1. The Department:

a. Service: The Department will be responsible for providing basic medical services at designated location in the community. It will also be responsible for preparation of IEC material and training of the students in providing health education.

b. Manpower: The first party will provide manpower in undertaking the activities coming under the MoU.


PROFESSOR & HEAD
Department of Community Medicine
Velammai Medical College Hospital
and Research Institute
Madurai-625 009


SECRETARY
MADURAI HEALTH AND LEPROSY
RELIEF CENTRE
No. 12/10, Sister Rose 2nd Street
Melaponnagaram
Madurai-625 016, Tamilnadu

c. Materials: The Department will be responsible for materials required for provision of basic medical care in terms of drugs and laboratory tests to the patients attending the camp.

d. Transport: The Department will be responsible for transportation of Doctors and Students to the designated camp site.

e. Research: The Institute will be responsible for maintaining the confidentiality of all data collected for research & publication purposes.

2. The NGO:

a. Teaching Students: The NGO will be responsible to teach the medical students/interns about the prevention, management and rehabilitation required by leprosy patients and the various activities/initiatives undertaken by the NGO in this context.

b. Identifying Beneficiaries: The NGO will be responsible for identifying the leprosy patients who will be benefited from the activities covered by the MoU.

c. Identifying location: The NGO will be responsible for identifying location/facilities for conducting the IEC, medical camps and other health promotional activities that are convenient for the Department and the beneficiaries.

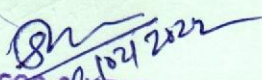
d. Arrangement: The NGO will make all necessary arrangements at the facility identified for each activity.

e. Publicity: The NGO will be responsible for taking the information about each activity to the beneficiaries so that they are aware about such activities and can avail the benefits.

f. Research: The NGO will be responsible for helping the students to organise the survey and collect data among leprosy patients.

E. FORCE MAJEURE

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force Majeure, namely circumstances beyond the reasonable control of either party which shall include (but shall not be limited to) acts of God, military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics etc. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than three (3) month, then the other party shall have the right to terminate this Agreement. The terms of termination under this condition will be with no liabilities or penalties.


PROFESSOR & HEAD
Department of Community Medicine
Velammai Medical College Hospital
and Research Institute
Madurai-625 009


SECRETARY 02/02/2022
MADURAI HEALTH AND LEPROSY
RELIEF CENTRE
No. 12/10, Sister Rose 2nd Street
Melaponnagaram
Madurai-625 016, Tamilnadu

F. GENERAL PROVISIONS

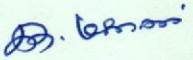
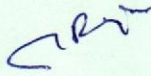
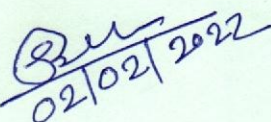
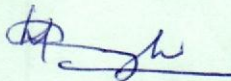
1. Governing Law and jurisdiction: The parties hereby agree that this Agreement and all questions arising with it are governed by and will be construed according to the laws from time to time in force in India and the state of Tamil Nadu and the parties irrevocably submit to the authority of the courts having jurisdiction in Tamil Nadu.

2. Severability: In the event of any of these terms, conditions or provisions of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

G. Time Period of the MOU

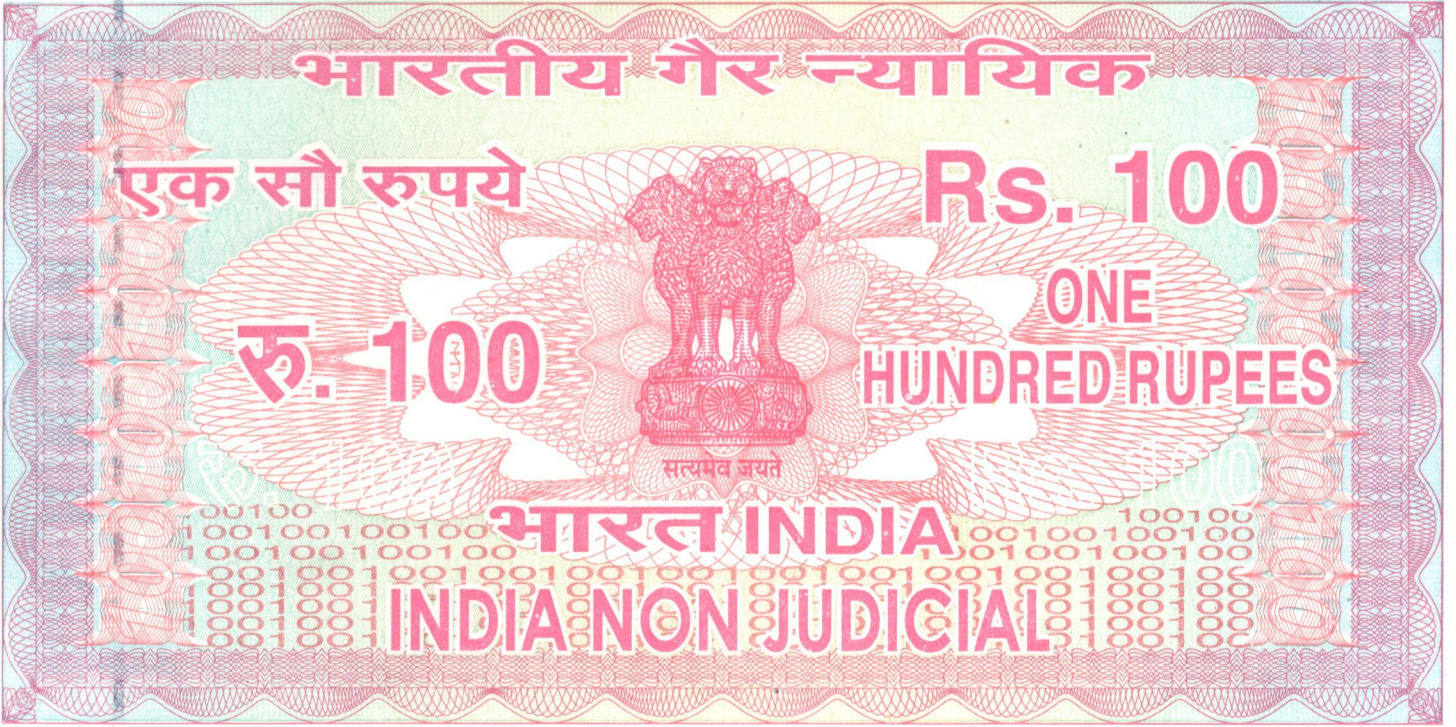
The MoU will be valid for a period of 1 year from the date it is signed by both parties, i.e. till _____(Date). It can be extended for another one year or its scope increased by mutual agreement. During the validity of the MoU, either party can terminate the agreement by giving one month's notice. In the notice period, both parties will strive to bring the program to a smooth closure.

IN WITNESS WHERE OF THE PARTIES HERE UNTO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST HEREIN BEFORE MENTIONED

<p>For Department of Community Medicine Velammal Medical College Hospital & Research Institute, Madurai</p> <p>Witness:  R. Manoj</p>	<p>For Madurai Health and Leprosy Relief Centre</p> <p>Witness:  M. RAJA.</p>
<p> 02/02/2022</p> <p>PROFESSOR & HEAD Department of Community Medicine Velammai Medical College Hospital and Research Institute Madurai-625 009</p> <p>Dr. Samir Bele, Professor & Head, Department of Community Medicine Velammal Medical College Hospital & Research Institute, Madurai-625009</p>	<p> 02/02/2022</p> <p>SECRETARY MADURAI HEALTH AND LEPROSY RELIEF CENTRE No. 12/10, Sister Rose 2nd Street Melapponnagaram Madurai-625 016, Tamilnadu</p> <p>Mr. M. Rajendran, Secretary, Madurai Health and Leprosy Relief Centre, No. 12/10, Sister Rose 2nd Street, Melapponnagaram, Madurai, Tamil Nadu-625016</p>

Place:

Dated:



தமிழ்நாடு தமில்நாடு TAMILNADU

CU 324400

17.6.2022 Consortium Clinical
Research Pvt Ltd
Coimbatore

K. பிரபாகரன்
முத்திரைத்தாள் விற்பாணையாளர்
L.No: 7323 / B1 / 2008 / 37
16/147, அம்மயப்பன் கோவிலு வீதி,
காந்தி நகர், மதுரை.
கோயமுத்தாள் - 641106.

CLINICAL RESEARCH & DEVELOPMENT-SITE MANAGEMENT AGREEMENT

THIS MEMORANDUM OF AGREEMENT FOR CLINICAL RESEARCH SITE MANAGEMENT SERVICES ("Agreement") is being made on this 21st day of June, 2022. (Effective Date)

Between

VELAMMAL HOSPITAL., "Velammal Village", Anuppanadi, Madurai – 625 009, Tamil Nadu, India - A Multi-Specialty Hospital, hereinafter referred to as "**VELAMMAL HOSPITAL**" (which expression shall unless repugnant to the context, include its successors in business or permitted assigns) on the **ONE PART**; duly represented by The Dean.

And

Consortium Clinical Research Pvt. Ltd., a Company incorporated under the Companies Act, 1956 (CIN: U24233DL2007PTC157999) having its Corporate office at No. 8, 1st Floor, KRS Towers, B K Pudur, Kuniyamuthur P.O., Coimbatore – 641 008, Tamil Nadu, India, herein after referred to as "**CCRPL**" (which expression shall unless repugnant to the context, include its successors in business or permitted assigns) on the **SECOND PART**; duly represented by **Mr. AnandaPadmanabhan P., Managing Director.**

For Consortium Clinical Research Pvt Ltd.

For Velammal Hospital

Signature: _____

Signature: _____



Prof. T. THIRUNAVUKKARASU, M.D.,D.A.,
Dean

Velammal Medical College Hospital
and Research Institute
"Velammal Village"
Madurai-Tuticorin Ring Road
Anuppanadi, Madurai, T.N.-625 009

WHEREAS VELAMMAL HOSPITAL is in the role of human health care service provider focusing on providing accessible, affordable, safe, effective and efficient medical services to the Community. Further VELAMMAL HOSPITAL is a registered organization for carrying out health research / clinical trials with the respective organizations.

WHEREAS CCRPL is a Clinical Research Organization offering clinical research services. **CCRPL** SMO operations provide hospitals with clinical study site development, management and assistance in compliance with the Good Clinical Practice norms.

The Parties mutually agree in writing which is part and parcel of this MEMORANDUM OF AGREEMENT FOR CLINICAL RESEARCH (hereinafter referred to as the MOA), for Clinical Research Site Management services to **VELAMMAL HOSPITAL** which will be provided by **CCRPL**.

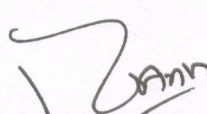
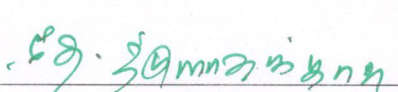
NOW THEREFORE THE PARTIES AGREE AS UNDER:

1. Description of Services

CCRPL shall provide such services as, VELAMMAL HOSPITAL may request in writing and CCRPL may agree to perform from time-to-time. The services sought by VELAMMAL HOSPITAL and agreed to be provided by CCRPL shall be described in the Annexure(s) that may be attached hereto from time-to-time. Any responsibilities not specifically set out in the Annexure(s) attached to this MOA shall remain the responsibility of VELAMMAL HOSPITAL. Each Annexure attached to this MOA shall have two parts: "Appendix – A" which shall be titled "Transfer of Responsibilities" and "Appendix – B" which shall be titled "Commercial Terms".

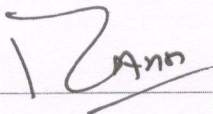
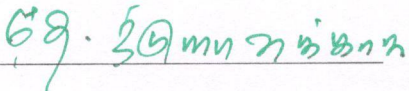
2. Payment for Services

Since CCRPL will be conducting projects in multiple hospitals, CCRPL will be responsible to raise invoices, collect payments from CROs/Sponsors and make timely payments to VELAMMAL HOSPITAL towards hospital charges, lab charges, nursing fee, investigator's fee, institutional compensation, etc. In consideration for CCRPL performance of the services described in Appendix - A of each Annexure, CCRPL shall retain the fee as described under Appendix - B of the respective Annexure. VELAMMAL HOSPITAL will raise the invoice as per the terms agreed upon and CCRPL shall pay all amounts due within Twelve (12) days of receipt of payments from CROs/Sponsors for the respective projects. This comes in to effect after the full establishment of trial site (SMO)

<p>For Consortium Clinical Research Pvt Ltd.</p> <p>Signature: </p>	<p>For Velammal Hospital</p> <p>Signature: </p>
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3. CCRPL Obligations:

- 3.1. CCRPL undertakes that it shall provide the services specified in "Annexure – A" and any such services as may be required by VELAMMAL HOSPITAL and to which CCRPL agrees to perform in accordance with terms of this MOA.
- i. with due care, skill and expertise;
 - ii. in accordance with any reasonable directions given by VELAMMAL HOSPITAL from time to time; and
 - iii. in compliance with all applicable standards, laws, rules and regulations as are for the time being in force;
 - iv. Anything that is not stated in "Annexure – A" shall not be the responsibility of CCRPL unless it is mutually agreed between CCRPL and VELAMMAL HOSPITAL and the said Annexure is suitably amended.
- 3.2. CCRPL takes up immense responsibilities of the hospitals and/or sponsors, partner with the chosen investigators and ensures that the integrity and credibility of data collected is designed with very high percentage of adherences to the protocol, the documented SOPs and to the statutory guidelines.
- 3.3. CCRPL also agrees and undertakes that in providing such services, it shall only report to the Contact or Contacts nominated by VELAMMAL HOSPITAL and no other, whether in employment of VELAMMAL HOSPITAL or otherwise. CCRPL will not provide any of VELAMMAL HOSPITAL's Confidential Information to any third party without VELAMMAL HOSPITAL prior written consent and will not use VELAMMAL HOSPITAL Confidential Information to adversely affect the business or other operations of VELAMMAL HOSPITAL.
- 3.4. If CCRPL utilizes the services of any of a subcontractor or consultant, CCRPL will remain primarily liable for the services of the subcontractor or consultant including the confidentiality clause 10 below.
- 3.5. CCRPL will ensure that the Protocol, its execution, and all work performed and reports generated by CCRPL for VELAMMAL HOSPITAL complies with the relevant Standards published by the International Conference on Harmonisation [ICH (www.ich.org)] and in particular ICH's Efficacy Guidelines (including Good Clinical Practice).

<p>For Consortium Clinical Research Pvt Ltd.</p> <p>Signature: <u></u></p>	<p>For Velammal Hospital</p> <p>Signature: <u></u></p>
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4. VELAMMAL HOSPITAL Obligations:

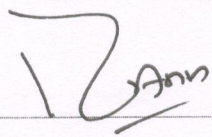
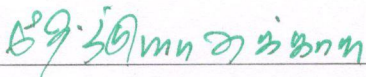
- 4.1. VELAMMAL HOSPITAL agrees to grant approvals or convey its rejection in respect of any proposal of CCRPL within reasonable time and shall respond to legitimate queries in a timely manner;
- 4.2. VELAMMAL HOSPITAL agrees to provide reasonable use of its facilities and infrastructure and personnel as may be required and VELAMMAL HOSPITAL understands the necessity for the providing of services by CCRPL under the terms of this MOA;
- 4.3. VELAMMAL HOSPITAL shall forward to CCRPL in a timely manner all documents, materials and information that are in VELAMMAL HOSPITAL possession or control, necessary for CCRPL to conduct the services. CCRPL shall not be liable to VELAMMAL HOSPITAL nor be deemed to have breached this MOA for errors, delays or other consequences arising from VELAMMAL HOSPITAL's failure to timely provide documents, materials or information or to otherwise cooperate with CCRPL in order for CCRPL to timely and properly perform its obligations.

5. Progress Report and Records:

CCRPL shall provide to VELAMMAL HOSPITAL a progress report once in three months of all the tasks performed under the terms of this MOA.

6. Intellectual Property Rights:

- 6.1. CCRPL agrees and admits that VELAMMAL HOSPITAL shall have Intellectual Property Rights in the data or information generated during the Clinical Research carried on for VELAMMAL HOSPITAL and gives a unilateral undertaking to VELAMMAL HOSPITAL that it shall, forever, refrain from appropriating for itself or any party claiming under it or on behalf of any third party the Intellectual Property Rights of VELAMMAL HOSPITAL in such data or information or deliverables or services or products resulting from CCRPL's performance under this agreed scope of work.
- 6.2. CCRPL agrees (i) to disclose promptly to VELAMMAL HOSPITAL any inventions and discoveries as an outcome of the trial; (ii) that VELAMMAL HOSPITAL has complete ownership and all right, title and interest in and to any and all inventions and

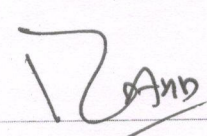
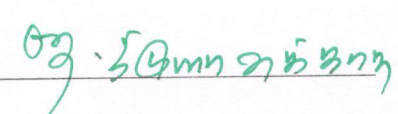
<p>For Consortium Clinical Research Pvt Ltd.</p> <p>Signature: </p>	<p>For Velammal Hospital</p> <p>Signature: </p>
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discoveries (and patents and patent applications thereon) throughout the world (iii) that CCRPL shall ensure that the Investigator or the subcontractor do not assert any rights in relation to all Intellectual Property Rights and in all Know How, arising out of the MOA, and that the same belong solely to VELAMMAL HOSPITAL.

- 6.3. Both the Parties agree not to offer, or accept the offer of any assignment, job, contracts or business opportunities, directly or through their agents, to or from any of the personnel, team-mates, contractors, sub-contractors or associates of each other for a period of three years subsequent to the completion of last transaction between VELAMMAL HOSPITAL and CCRPL.
- 6.4. VELAMMAL HOSPITAL has all the rights for using the results, observations and conclusions for the purpose of publication, intellectual property, advertising, etc. and CCRPL shall not claim any participation or raise objection for the said use.

7. Confidential Information:

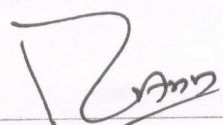
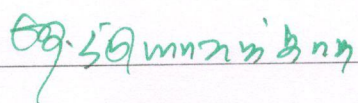
- 7.1. Both Parties hereto acknowledge that, during the course of the transactions hereunder, each Party will receive or have access to certain valuable, confidential and proprietary information of the other Party ("Confidential Information"). During the term hereof and thereafter, both Parties hereby agree that upon receipt of such Confidential Information, such Receiving Party shall not disclose the Confidential Information to any third parties except to its officers, employees, consultants, certified accountants and government agencies (the "Employees and Others") who the Receiving Party reasonably and in good faith believes should be involved in order to perform the obligations under this MOA, provided, that such Employees and Others are informed of this MOA and agree to be bound by the terms hereof and the Receiving Party uses its best effort to cause the Employees and Others to observe the terms of this MOA and the receiving party shall also be responsible in case any of its Employees or Others are found to be in breach of the restrictions herein imposed.
- 7.2. CCRPL may disclose VELAMMAL HOSPITAL Confidential Information to its responsible employees with a bonafide need to know such Confidential Information, but only to the extent necessary to carry out the services and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this MOA are bound by a written agreement or by a legality enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

For Consortium Clinical Research Pvt Ltd. Signature: 	For Velammal Hospital Signature: 
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- 7.3. Each Party shall ensure that only those of their Officers, Agents, employees and Affiliates directly concerned with the carrying out of this MOA have access to the Confidential Information of the other Party.
- 7.4. Notwithstanding what is stated above, Confidential Information does not include any information that:
 - i. is or becomes public through no breach of this MOA by the Receiving Party;
 - ii. is already in the lawful or rightful possession of the Receiving Party at the time of disclosure by the Disclosing Party.
 - iii. is obtained by the Receiving Party from a third party that lawfully and rightfully possesses such information and that third party has not breached its obligation of confidentiality;
 - iv. is independently developed by the Receiving Party without use or access to the Confidential Information of the Disclosing Party;
 - v. is approved for release in writing by an authorized representative of the Disclosing Party; or
 - vi. is required by applicable law, rule, regulation or lawful order of any court, governmental authority or regulatory commission to be disclosed by the Receiving Party, provided, that the Receiving Party shall provide the Disclosing Party with prompt notice of such request to enable the Disclosing Party to seek an appropriate protective order or to take steps to protect the confidentiality of such Confidential Information.
- 7.5. This obligation of confidentiality and non-disclosure shall remain in effect for a period of Five years after the termination of this MOA.

8. Term and Termination:

- 8.1. This MOA comes into effect from the date of the last signature of both the parties and shall continue unless terminated earlier as provided herein by VELAMMAL HOSPITAL or CCRPL.
- 8.2. This MOA may be terminated partially or entirely, with or without cause, by VELAMMAL HOSPITAL at any time on Sixty (60) days prior written notice to CCRPL. In the event this MOA is terminated by VELAMMAL HOSPITAL without cause, VELAMMAL HOSPITAL shall pay to CCRPL: (i) any fees and expense due because of any performance of CCRPL's obligations under any Annexure / Appendix that has been attached to this MOA and is viable at the time of termination of this MOA; (ii) all actual costs to complete activities associated with the termination and close out of projects; and (iii) any additional costs incurred by a project that are required to fulfill applicable

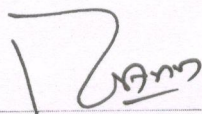
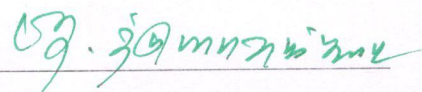
For Consortium Clinical Research Pvt Ltd. Signature: 	For Velammal Hospital Signature: 
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regulatory and contractual requirements. (iv) VELAMMAL HOSPITAL will also pay a one-time site development and promotion charge of 10% of past twelve (12) month's share/compensation of CCRPL.

- 8.3. On expiration of this MOA CCRPL shall immediately deliver VELAMMAL HOSPITAL all Confidential Information and any other unused materials provided in pursuant to this MOA.
- 8.4. Termination of this MOA will be without prejudice to the accrued rights and liabilities of the Parties under this MOA.
- 8.5. This MOA may be terminated by CCRPL by giving a prior written notice of Sixty (60) days to VELAMMAL HOSPITAL only when there is material breach of this MOA by VELAMMAL HOSPITAL which remains unremedied by VELAMMAL HOSPITAL.

9. Liability & Indemnity:

- 9.1. CCRPL shall defend, indemnify and hold harmless VELAMMAL HOSPITAL and its Affiliates and its and their respective directors, officers, employees and agents from and against any and all third party claims, damages, liabilities and expenses (including attorneys' fees) (collectively, VELAMMAL HOSPITAL "Losses") relating to or arising from or in connection with this MOA to the extent that VELAMMAL HOSPITAL losses are determined to have or have resulted from gross negligence or willful misconduct of CCRPL.
- 9.2. VELAMMAL HOSPITAL shall defend, indemnify and hold harmless CCRPL and its Affiliates and its and their respective directors, officers, employees and agents from and against any and all third party claims, damages, liabilities and expenses (including attorneys' fees) (collectively, "CCRPL Losses") relating to or arising from or in connection with this MOA to the extent that CCRPL losses are determined to have or have resulted from gross negligence or willful misconduct of VELAMMAL HOSPITAL.
- 9.3. Neither VELAMMAL HOSPITAL nor CCRPL nor their Affiliates nor any of their respective directors, officers, employees or agents shall have any liability for any type of special, indirect, incidental, or consequential damages, or any loss of profits, opportunities or good-will in connection with or arising out of this MOA, even if VELAMMAL HOSPITAL or CCRPL have been advised of the possibility of such damages. Nothing herein is intended to exclude or limit liability for death or personal injury caused by CCRPL's negligence or willful misconduct.

For Consortium Clinical Research Pvt Ltd. Signature: 	For Velammal Hospital Signature: 
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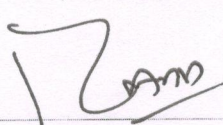
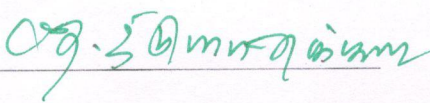
- 9.4. CCRPL shall not have any liability of any kind of special, indirect, incidental, or consequential damages, or any loss of profits, opportunities or good-will based on the site management services. VELAMMAL HOSPITAL specifically and entirely indemnifies CCRPL against all such direct or indirect liabilities and costs, except those caused by willful negligence by CCRPL.
- 9.5. CCRPL will be directly liable to any loss or damage caused due to mishandling / storage of samples which will be consumed by study volunteers.
- 9.6. On a case-to-case basis, study related patient compensation for adverse event / serious adverse event will be covered with adequate insurance policies taken by the sponsor.

10. Notices:

Any notices under this MOA shall be in writing, signed by the relevant Party to this MOA. Notices to VELAMMAL HOSPITAL shall be addressed The Dean e-mail ID: rnd@velammalmedicalcollege.edu.in. Notices to CCRPL shall be addressed to: Mr. AnandaPadmanabhan P., Managing Director e-mail ID: anand@Consortiumcr.com.

11. Miscellaneous:

- 11.1. This MOA contains the entire understanding of the parties with respect to the subject matter herein, and supersedes all previous Agreements, (oral and written), negotiations and discussions. The Parties may modify or amend the provisions hereof only by an instrument in writing duly executed by the Parties and any change in the terms of this MOA shall be valid only if the change is made in writing, agreed and signed by the Parties.
- 11.2. Any reference to a statutory provision, code or guidance shall be deemed to include reference to any subsequent modification or re-enactment of it.
- 11.3. The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of this MOA.
- 11.4. Where appropriate, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 11.5. The waiver of a breach of this MOA shall not operate as a waiver of any subsequent breach. The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision. The Parties hereto are independent

For Consortium Clinical Research Pvt Ltd. Signature: 	For Velammal Hospital Signature: 
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contractors and nothing contained in this MOA shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures. Neither Party will use the other Party's name in connection with any publication or promotion without the other Party's prior, written consent.

11.6. This MOA is purely an Agreement for Clinical Trial Site Management Services and should not be considered as a License Agreement.

12. Assignment / Change of Ownership:


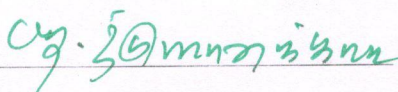
VELAMMAL HOSPITAL shall be free to assign its rights and liabilities under this MOA to any other party/subsidiary/parent/group or holding Company/entity and in such an eventuality all references in this MOA to VELAMMAL HOSPITAL shall automatically be deemed to be substituted in the name of the new other party/ subsidiary/ parent/ group or holding Company/ entity and when the final report is made it will be in the name of such new other party/ subsidiary/parent/group or holding Company/entity.

13. Force Majeure:

If either party is prevented from or delayed in performing due to power failures, inclement weather, war, strikes, Acts of God or other cause beyond that party's control, then the party's performance shall be excused for the period of such force majeure. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance ("a Delay") and where they cease to do so. In the event of a Delay lasting for Thirty (30) days or more the non-affected Party shall have the right to terminate this MOA immediately by notice in writing to the other Party.

14. Dispute Resolution:

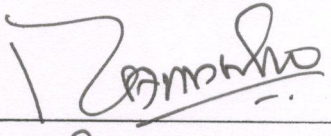

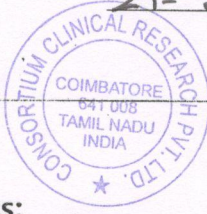
14.1. In the event of a dispute arising under this MOA, authorized representatives of the Parties will discuss and meet as appropriate to try to resolve the dispute within Fifteen (15) days of being requested in writing by any Party to do so. Both the Parties shall in good faith make the necessary efforts to resolve the dispute amicably. However, if the dispute remains unresolved, it will then be referred to ARBITRATION by either of the Parties. The arbitration panel shall consist of three Arbitrators, out of which each parties shall appoint one arbitrator and the principal arbitrator is chosen by the two arbitrators. Each party shall appoint its arbitrator within Thirty days (30), once it receives arbitration notice from other side. The arbitration shall be conducted

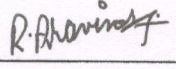
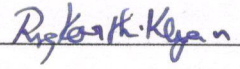
<p>For Consortium Clinical Research Pvt Ltd.</p> <p>Signature: </p>	<p>For Velammal Hospital</p> <p>Signature: </p>
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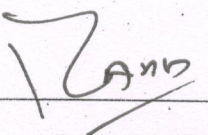
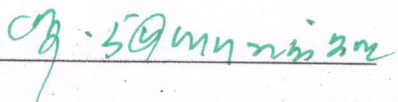
according to The Arbitration & Conciliation Act, 1996 and the Rules notified under it. The place of arbitration is Coimbatore, Tamil Nadu, India.

14.2. This MOA shall be governed by and construed in accordance with Indian law. Date of commencement of MOA will be from the date of signing the agreement.

IN WITNESS WHEREOF the parties hereto have put their signature on the day, month and year first above written at Coimbatore.

For Consortium Clinical Research Pvt. Ltd.	For Velammal Hospital
Signature: 	Signature: 
Name: <u>ANANDA PADMANABHAN. P.</u>	Name: _____
Designation: <u>MANAGING DIRECTOR</u>	Designation: _____
Date: <u>21- JUNE- 2022.</u>	Date: _____
Seal: 	Seal: Prof. T. THIRUNAVUKKARASU, M.D.,D.A., Doan Velammal Medical College Hospital and Research Institute "Velammal Village" Madurai-Tuticorin Ring Road Anuppanadi, Madurai, T.N.-625 009
Witness:	

1) Signature: 	2) Signature: 
Name: <u>ARAVINDAN.R</u>	Name: <u>R.SIVA GANESAKARTHIKEYAN</u>
Designation: <u>ACCOUNTS & ADMIN. OFFICER</u>	Designation: <u>ASSISTANT PROFESSOR</u>
Date: <u>21-06-2022</u>	Date: <u>24 06 2022</u>

For Consortium Clinical Research Pvt Ltd.	For Velammal Hospital
Signature: 	Signature: 

ANNEXURE 1
APPENDIX A: Transfer of Responsibilities

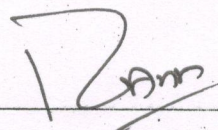
This Annexure forms a part of the Memorandum of Agreement (MOA) for Clinical Research Management Services by **Consortium Clinical Research Pvt. Ltd.**, Coimbatore, Tamil Nadu, and **Velammal Hospital**, Anuppanadi, Madurai, Tamil Nadu, India.

Assignments:

S. No.	Activities	CCRPL's Responsibilities	VELAMMAL HOSPITAL Responsibilities
1.	Patient Recruitment	NO	YES
2.	Organizing site initiations	YES	YES
3.	Study Medication accountability: receipt from Sponsor at the site, maintain storage, manage, dispensing, reconcile used/unused supplies.	YES	NO
4.	Designing SOPs for the Institution for Clinical Research	YES	YES
5.	Updating of the SOPs	YES	YES
6.	Organizing Sponsor visits	YES	NO
7.	Negotiating budgets	NO	YES
8.	Bidding new studies	YES	YES
9.	Pooling in patients as per each protocol	NO	YES
10.	Assisting investigators to collate patients for a protocol	YES	NO
11.	Following up on clinical study patient visits	YES	NO
12.	Maintaining source documents as per clinical research norms	YES	NO
13.	Completing Case record forms	YES	NO
14.	Resolving queries of Data management	YES	NO
15.	Drafting Serious Adverse Event Reports	YES	NO
16.	Coordinating with Ethics Committees	YES	NO
17.	Communicating with Stake-holders	YES	YES
18.	Cooperating with Sponsors during their routine monitoring visits	YES	YES
19.	Handling queries of Sponsors	YES	NO

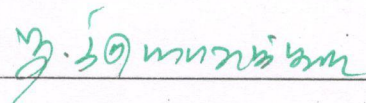
For Consortium Clinical Research Pvt Ltd.

Signature: _____



For Velammal Hospital

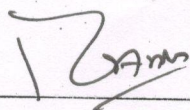
Signature: _____



S. No.	Activities	CCRPL's Responsibilities	VELAMMAL HOSPITAL Responsibilities
20.	Coordinating for Sponsor Audits	YES	YES
21.	Coordinating for Regulatory Inspections	YES	YES
22.	Collating patient data of each visit of a particular study	YES	NO
23.	Providing status updates to Sponsors	YES	NO
24.	Ensuring adherence to the Regulatory norms of Clinical Research	YES	YES

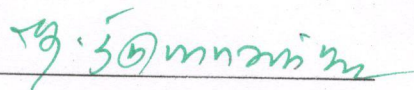
For Consortium Clinical Research Pvt Ltd.

Signature: _____



For Velammal Hospital

Signature: _____



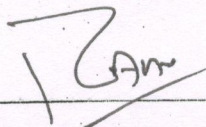
ANNEXURE 1
APPENDIX B: Commercial Terms

This Annexure forms a part of the Memorandum of Agreement (MOA) for Clinical Research Management Services between **Velammal Hospital**, Madurai and **Consortium Clinical Research Pvt. Ltd. (CCRPL)**, Coimbatore.

- A minimum of 5-years contract is requested from VELAMMAL HOSPITAL (this is because it may take up to 2 – 3 years to streamline and stabilize the site processes and ensure that the guidelines / SOPs are practiced systematically irrespective of the man-power involved in the same).
- Study coordinators would be designated by CCRPL for the projects approved by the Ethics Committee of VELAMMAL HOSPITAL. The date of appointment of the first study coordinator will start from the time of site initiation visit and would continue till the site close-out visit is completed by the Sponsor.
- There would be Projects Officer of CCRPL who would be acting as the Team Leader of all the study coordinators at no additional costs.
- Each of the study coordinators placed at VELAMMAL HOSPITAL would be trained by CCRPL.
- All the project personnel would be permanent employees (with all the benefits like insurance, etc.) of CCRPL who would be placed on a project – to – project basis at VELAMMAL HOSPITAL. The decision of the management of VELAMMAL HOSPITAL would be final in the placement of each of the study coordinators at their facility.
- All replacements within a period of 10 working days would be the responsibility of CCRPL.
- Each of the study coordinators would be reporting directly to the Principal Investigators of their assigned study and would be working closely with the identified team of the of the VELAMMAL HOSPITAL management (Investigator) for each of the study as per the study requirements.
- Ethics Committee and SMO cost will be charged study wise, which will be 50% + GST @ 18% from the balance amount in hand (after paying all hospital charges towards the Clinical Trial)
- The Study Coordinator cost, Site Management expenses, travel etc. will be paid by CCRPL
- Payment is to be made in the name of VMC Speciality Hospital.

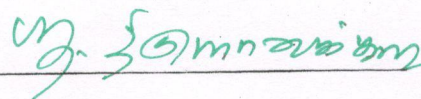
For Consortium Clinical Research Pvt Ltd.

Signature: _____



For Velammal Hospital

Signature: _____



BODHI ZENDO MEDITATION CENTER

Dr.Rao.S.Mallampatti
Little Flower Montessori School
Perumalmalai.
Tamilnadu: 624104
Mob: 9380276609

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Madurai, Tamil Nadu on..15th day of October 2022, By and between Department of anatomy, Velammal Medical College Hospital & Research institute, Madurai represented by Dr.Sumana R. MD (Head of the department) (Hereinafter referred to as the "First Party") AND **BODHI ZENDO MEDITATION CENTER** represented by Dr. Rao S Mallampati MD.,PhD. (Hereinafter referred to as the "Second Party").

Whereas the first party is a teaching department in medical College situated in Madurai & affiliated with the Tamil Nadu Dr MGR Medical University. It caters to both undergraduate & postgraduate medical education and research.

And

Whereas the Second Party is having his Meditation center at Perumalmalai.

A. BACKGROUND

In an effort to improve the anatomical knowledge of first year Medical students the First Party and the Second Party have agreed for the welfare of the first year Medical students to work Symbiotically.

B. SCOPE OF PARTNERSHIP

The first party and Second Party will as and when required during the period of this Memorandum of Understanding, collaborate on such mutually agreed initiatives that have potential to improve the anatomical knowledge of first year Medical students in a systematic manner.

C. ROLES & RESPONSIBILITIES

1. First Party:

Department of anatomy, Velammal Medical College Hospital and Research Institute will be responsible for arranging lecture schedule for first year Medical students

2. Second Party:

Bodhi zendo meditation center will be responsible for training first year medical students to gain knowledge in Neuroanatomy through Guest lecture classes and Interactive seminars.

D. TIME PERIOD OF THE MOU

The MoU will be valid for a period of 1 year from the date it is signed by both parties. i.e. till 14th October 2023. It can be extended for another one year or its scope increased by mutual agreement.

Dr.Sumana.R
Professor & Head
Department of Anatomy
Velammal Medical College
Annupanadi Madurai

Dr.Rao.S.Mallampatti
BODHI ZENDO MEDITATION CENTER
Perumalmalai.

To - Dr. PNU-110D
Physiology



தமிழ்நாடு தமில்நாடு TAMILNADU

CU 944294

10/2022
செ. சுவாமிநாதன்
தமிழ்நாடு அரசு
69, சி.பி.ரெஸ் வீதி,
தமிழ்நாடு அரசு (தமிழ்நாடு)
தலைநகர் - சென்னை - 600 002

C.S.R. Nagar
C.R.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Madurai, Tamil Nadu on 15th day of October 2022, By and between

The Department of Physiology, Velammal Medical College Hospital & Research institute, Madurai, represented by Dr.S.Anu, Professor & Head of the Department (Hereinafter referred to as the "First Party" or Department)

AND

C S Ramachary Memorial Matriculation Hr Secondary School run by CSR Educational Trust , having its premises at No 134, GST Road, Tirunagar, Madurai 625006, in the state of Tamil Nadu represented by Mr. C R Venkatesh, Secretary , (Hereinafter referred to as the 'Second Party').

Whereas the first party is a teaching department in a medical college that is tasked with teaching and training the medical students about provision of health care in the community, health needs of special groups etc. among other things as defined by the National Medical Commission.

And

Whereas the Second Party is a Matriculation Higher Secondary School for boys and girls having classes from LKG to XII

S.A.
PROFESSOR & HEAD
Department of Physiology
Velammal Medical College Hospital
and Research Institute
Madurai-625 009

[Handwritten signature]

CONFIDENTIAL

In order to update the knowledge of medical students regarding the existing physical and mental health issues faced by the school students and to make the school students aware of the healthy and hygienic practices in daily life, the First Party and the Second Party have agreed in principle to work together and conduct medical camps in the school campus regarding school health issues.

B. SCOPE OF PARTNERSHIP

The first party and Second Party will as and when required during the period of this Memorandum of Understanding, collaborate on such mutually agreed initiatives that have potential to improve the quality of learning among the school students, in a systemic manner.

C. ROLES & RESPONSIBILITIES:

1. The Department:

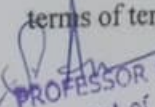
- a. Service: The Department will be responsible for providing the basic information regarding the health issues at the school campus. It will also be responsible for preparation of IEC material and training of the students in providing health education.
- b. Manpower: The first party will provide manpower in undertaking the activities coming under the MoU.
- c. Materials: The department will be responsible for materials required for provision of basic medical care in terms of IEC (information, education and communication) materials to the school students attending the camp.
- d. Transport: The department will be responsible for transportation of Doctors & Students to the designated camp site.

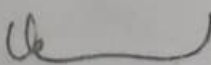
2. The second party:

- a. Teaching Students: The second party will be responsible to provide information on the common physical and mental health issues among the school children and the various activities/initiatives undertaken by the of the second party in this context.
- b. Identifying Beneficiaries: The second party will be responsible for identifying the school students with health issues who will be benefited from the activities covered by the MoU.
- c. Identifying location: The second party will be responsible for identifying location/facilities for conducting the IEC, medical camps and other health promotional activities that are convenient for the department and the beneficiaries.
- d. Arrangement: The second party will make all necessary arrangements at the facility identified for each activity.
- e. Publicity: The second party will be responsible for taking the information about each activity to the beneficiaries so that they are aware about such activities and can avail the benefits.

D. FORCE MAJEURES

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force Majeure, namely circumstances beyond the reasonable control of either party which shall include (but shall not be limited to) acts of God, military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics etc. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than three (3) months, then the other party shall have the right to terminate this Agreement. The terms of termination under this condition will be with no liabilities or penalties.


PROFESSOR & HEAD
Department of Physiology
Velammal Medical College Hospital
and Research Institute
Madurai-625 009


CORRESPONDENT
C.S. RAMACHARY MEMORIAL
MATRIC HR. SEC. SCHOOL

F. GENERAL PROVISIONS

1. Governing Law and jurisdiction: The parties hereby agree that this Agreement and all questions arising with it are governed by and will be construed according to the laws from time to time in force in India and the state of Tamil Nadu and the parties irrevocably submit to the authority of the courts having jurisdiction in Tamil Nadu.

2. Severability: In the event of any of these terms, conditions or provisions of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

G. Time Period of the MOU

The MoU will be valid for a period of 1 year from the date it is signed by both parties, i.e. till 14.10.2023 (Date). It can be extended for another one year or its scope can be increased by mutual agreement. During the validity of the MoU, either party can terminate the agreement by giving one month's notice. In the notice period, both parties will strive to bring the program to a smooth closure.

IN WITNESS WHEREOF THE PARTIES HERE UNTO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST HEREIN BEFORE MENTIONED

<p>For Department of Physiology Velammal Medical College Hospital & Research institute, Madurai</p> <p>Witness <u>Dr. JOHN RAJAPATHY</u></p> <p>1. <u>PROFESSOR DEPT OF PHYSIOLOGY</u> <u>UMCHARI MADURAI</u></p>	<p>3. For Witness <u>A. GERARD MARAN</u></p> <p>1. <u>SR. PRINCIPAL, C.S. RAMACHARY (M) HR-SEC</u> <u>SCHOOL</u> <u>THIRUNAGAR, MADURAI.</u></p>
<p><u>S. Anu</u></p> <p>Dr.S.Anu, Professor & Head, Department of Physiology Velammal Medical College Hospital & Research, institute, Madurai.</p>	<p><u>Mr C R Venkatesh</u></p> <p>Correspondent, C S Ramachary Memorial Higher Secondary School Tirunagar Madurai 625006</p>

Place: Madurai

Dated: 15.10.2022

List of proposed topics:

1. Issues arising in adolescent age – how to handle this in school life.
2. Lifelong ill use of substance use.
3. Good touch and bad touch.
4. Awareness of geriatric health issues – taking care of parents and grandparents in their old age.
5. Cyber addiction.
6. Sleep and health.
7. Healthy body image.
8. Workshop on the importance of nutrition.
9. Workshop on exercise.

health issues faced by the school students and to make the school students aware of the healthy and hygienic practices in daily life, the First Party and the Second Party have agreed in principle to work together and conduct medical camps in the school campus regarding school health issues.

B. SCOPE OF PARTNERSHIP

The first party and Second Party will as and when required during the period of this Memorandum of Understanding, collaborate on such mutually agreed initiatives that have potential to improve the quality of learning among the school students, in a systemic manner.

C. ROLES & RESPONSIBILITIES:

1. The Department:

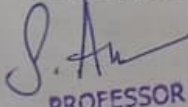
- a. Service: The Department will be responsible for providing the basic information regarding the health issues at the school campus. It will also be responsible for preparation of IEC material and training of the students in providing health education.
- b. Manpower: The first party will provide manpower in undertaking the activities coming under the MoU.
- c. Materials: The department will be responsible for materials required for provision of basic medical care in terms of IEC (information, education and communication) materials to the school students attending the camp.
- d. Transport: The department will be responsible for transportation of Doctors & Students to the designated camp site.

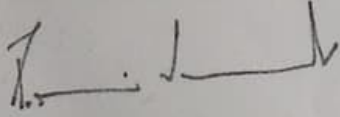
2. The second party:

- a. Teaching Students: The second party will be responsible to provide information on the common physical and mental health issues among the school children and the various activities/initiatives undertaken by the of the second party in this context.
- b. Identifying Beneficiaries: The second party will be responsible for identifying the school students with health issues who will be benefited from the activities covered by the MoU.
- c. Identifying location: The second party will be responsible for identifying location/facilities for conducting the IEC, medical camps and other health promotional activities that are convenient for the department and the beneficiaries.
- d. Arrangement: The second party will make all necessary arrangements at the facility identified for each activity.
- e. Publicity: The second party will be responsible for taking the information about each activity to the beneficiaries so that they are aware about such activities and can avail the benefits.

D. FORCE MAJEURES

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force Majeure, namely circumstances beyond the reasonable control of either party which shall include (but shall not be limited to) acts of God, military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics etc. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than three (3) months, then the other party shall have the right to terminate this Agreement. The terms of termination under this condition will be with no liabilities or penalties.


PROFESSOR & HEAD
Department of Physiology
Velammal Medical College Hospital
and Research Institute
Madurai-625 009


SECRETARY
Sitalakshmi Girls Higher Secondary School
Tirunagar, Madurai-625 006

F. GENERAL PROVISIONS

1. Governing Law and jurisdiction: The parties hereby agree that this Agreement and all questions arising with it are governed by and will be construed according to the laws from time to time in force in India and the state of Tamil Nadu and the parties irrevocably submit to the authority of the courts having jurisdiction in Tamil Nadu.

2. Severability: In the event of any of these terms, conditions or provisions of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

G. Time Period of the MOU

The MoU will be valid for a period of 1 year from the date it is signed by both parties, i.e. till 14-10-2023 (Date). It can be extended for another one year or its scope can be increased by mutual agreement. During the validity of the MoU, either party can terminate the agreement by giving one month's notice. In the notice period, both parties will strive to bring the program to a smooth closure.

IN WITNESS WHEREOF THE PARTIES HERE UNTO HAVE SET THEIR
RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST
HEREIN BEFORE MENTIONED

<p>For Department of Physiology Velammal Medical College Hospital & Research institute, Madurai</p> <p>Witness <u>DR. JOHN RAJAPATHY</u> 1. <u>PROFESSOR DEPT OF PHYSIOLOGY</u> <u>UMCHARI - MADURAI</u></p>	<p>3. For () Witness</p> <p>1. <u>H. Jivani</u> <u>Secretary</u> <u>சீதலக்ஷ்மி பெண்கள் உயர்நிலைப்பள்ளி</u> <u>திருநகர், மதுரை, 625006</u></p> <p><u>S. Anu</u> Dr.S.Anu, Professor & Head, Department of Physiology Velammal Medical College Hospital & Research, institute, Madurai.</p> <p>Mrs. Poornima Venkatesh Secretary, Sitalakshmi Girls Higher Secondary School Tirunagar Madurai 625006</p>
--	--

Place: Madurai

Dated: 15.10.2022

List of proposed topics:

1. Keeping the environment clean – how to remain clean and dispose hygienically during menstrual periods.
2. Awareness program on health issues of adolescent girls.
3. Impact of stress on women's health.
4. Legal and personal rights of women professionals.
5. Importance of girl child education.
6. Healthy body image.
7. Workshop on the importance of nutrition.
8. Workshop on exercise.



தமிழ்நாடு தமில்நாடு TAMIL NADU

08 SEP 2021

Velammal Medical College Hospital &
Research Institute
Madurai

வேல்

88AB 248339

எஸ். வெங்கடேசன்

ஸ்டாம்பு வெண்டிங்
4/141, லேக் ஏரியா

2. கத்தங்குடி, மதுரை-107, தமிழ்நாடு
ஆர்.சி. எண்: 176/பி.192-92



MEMORANDUM OF UNDERSTANDING

Between

Joe Britto Educational and Social Trust, Joe Andrea Illam

And

Department of Community Medicine, Velammal Medical College Hospital and Research Institute

This Memorandum of Understanding is made and executed at Madurai, Tamil Nadu on ...08... day of Jan 2022 by and between The Department of Community Medicine, Velammal Medical College Hospital & Research Institute, Madurai, represented by Dr. Samir Bele, Professor & Head of the Department (Hereinafter referred to as the "First Party" or Department)

AND

Joe Britto Educational and Social Trust, Joe Andrea Illam registered under Juvenile Justice (care and protection of children) act, 2015, having its registered office at No. 2/185, Kothanar street, Narasingam Road, Kadachanendal, Kathakinaru post, Madurai, in the State of Tamil Nadu represented by Mr. Arockia Selvaraj, Director (Hereinafter referred to as the 'Second Party' or NGO).

Whereas the First Party is a teaching department in a medical college that is tasked with teaching and training the medical students about provision of health care in the community, health needs of special groups etc among other things as defined by the National Medical Commission.

And

Whereas the Second Party is a Non-Governmental Organisation (NGO) working towards health, welfare and education of poor children in the districts of southern Tamil Nadu, India

A. BACKGROUND

In an effort to improve the health care access to orphan children and also provide medical students with knowledge about this vulnerable group, the first party and the second party have agreed in principle for the welfare of the people to work symbiotically to ensure provision of amenities by way of periodic health check up and treatment through medical camps and health educational activities in the Joe Andrea Illam, No. 2/185, Kothanar street, Narasingam Road, Kadachanendal, Kathakinaru post, Madurai.

B. SCOPE OF PARTNERSHIP

The first party and second party will as and when required during the period of this Memorandum of Understanding, collaborate on such mutually agreed initiatives that have potential to reduce morbidity and improve quality of life of vulnerable children, in a systemic manner.

C. OBJECTIVES

1. To improve the health care access of orphan children by providing primary health care and referral services.
2. To make the medical students to understand the health need of the orphan children.
3. To involve the medical students in imparting health education, providing primary health care and conducting research among them.

D. ROLES & RESPONSIBILITIES

1. The department of Community Medicine:

- a. Service:** The department will be responsible for providing basic medical services at designated orphan children home. It will also be responsible for preparation of IEC material and training of the students in providing health education.
- b. Manpower:** The first party will provide manpower in undertaking the activities specified in the MoU.
- c. Materials:** The Department will be responsible for materials required for provision of basic medical care in terms of drugs and laboratory tests to the children attending the camp.
- d. Transport:** The Department will be responsible for transportation of doctors and students to the designated camp site.
- e. Research:** The Institute will be responsible for maintaining the confidentiality of all data collected for research & publication purposes.

2. The NGO:

- a. **Teaching Students:** The NGO will be responsible to teach the medical students/interns about the protection, rehabilitation required by children and the various activities/initiatives undertaken by the NGO in this context
- b. **Identifying Beneficiaries:** The NGO will be responsible for identifying the children who will be benefited from the activities covered by the MoU.
- c. **Identifying location:** The NGO will be responsible for identifying location/facilities for conducting the IEC, medical camps and other health promotional activities that are convenient for the department and the beneficiaries.
- d. **Arrangement:** The NGO will make all necessary arrangements at the facility identified for each activity.
- e. **Publicity:** The NGO will be responsible for taking the information about each activity to the beneficiaries so that they are aware about such activities and can avail the benefits.
- f. **Research:** The NGO will be responsible for helping the students to organize the survey and collect data among orphanage and poor children.

E. FORCE MAJEURE

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this agreement arising by reason of Force Majeure, namely circumstances beyond the reasonable control of either party which shall include (but shall not be limited to) acts of God, military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics etc. However, if as a consequence of such cause, performance by a party under this agreement shall be prevented for a period longer than three (3) month, then the other party shall have the right to terminate this agreement. The terms of termination under this condition will be with no liabilities or penalties.

F. GENERAL PROVISIONS

- 1. **Governing Law and jurisdiction:** The parties hereby agree that this agreement and all questions arising with it are governed by and will be construed according to the laws from time to time in force in India and the state of Tamil Nadu and the parties irrevocably submit to the authority of the courts having jurisdiction in Tamil Nadu.
- 2. **Severability:** In the event of any of these terms, conditions or provisions of this agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.


G. Time Period of the MOU

The MoU will be valid for a period of 1 year from the date it is signed by both parties, i.e. till _____(Date). It can be extended for another one year or its scope increased by mutual agreement. During the validity of the MoU, either party can terminate the agreement by giving one month's notice. In the notice period, both parties will strive to bring the program to a smooth closure.

IN WITNESS WHERE OF THE PARTIES HERE UNTO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST HEREIN BEFORE MENTIONED


For the Department of Community Medicine,
Velammal Medical College Hospital & Research
Institute, Madurai


Witness:


[DR. DINESTH. S]

For the Joe Britto Educational and Social Trust

Witness:


[A REGINA]


PROFESSOR & HEAD
Department of Community Medicine
Velammal Medical College Hospital
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Dr. Samir Bele,

Professor & Head,

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For JOE BRITTO EDUCATIONAL
AND SOCIAL TRUST


Managing Trustee.

Mr. Arockia Selvaraj,

Joe Britto Educational Social Trust

Director,

2/185, Kothanar Street

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Joe Britto Educational & Social trust,

No. 2/185, Kothanar street, Narasingam Road,
Kadachanendal, Kathakinaru post, Madurai- 625107

Place:

Dated: