



हरियाणा HARYANA

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Memorandum of Understanding

Between

Pt. B.D. Sharma University of Health Sciences, Rohtak (India)

And

British Association of Physicians of Indian Origin

This Memorandum of Understanding (MoU) is entered into on the July 15, 2018 between Pt. B.D. Sharma University of Health Sciences, Rohtak (hereinafter called UHSR), Haryana, India and British Association of Physicians of Indian Origin (hereinafter called BAPIO).

Purpose

- a) This agreement supports the common aim of promoting professional excellence and leadership amongst the Medical Teachers with the purpose of improving teaching, patient care, research and knowledge exchange.
- b) In pursuance of this objective, the MoU aims to facilitate training of the Medical Teachers in various specialties at UHSR for enhancing their skills, knowledge and experience in the United Kingdom and thereafter return to UHSR.

Undertakings by UHSR

- a) UHSR shall endeavour to identify appropriate doctors who wish to pursue training in the UK under the Medical Training Initiative (MTI) scheme or under any other appropriate scheme as applicable from time to time.
- b) The Vice-Chancellor of UHSR shall recommend appropriate Physicians in various specialties after assessing the institutional needs, caliber and inclination of the said candidates for screening and short term placement by BAPIO in the United Kingdom training program.
- c) UHSR shall offer appropriate active support by way of local hospitality and travel between Delhi and Rohtak to the team from BAPIO and the accompanying representatives from Health Education England (HEE) or National Health Service (NHS) Trust in facilitating the process of selection and initial induction process of the nominees at Rohtak.
- d) UHSR shall encourage the short listed/ selected candidates in acquiring registration from appropriate Regulatory Body/ Council in India.
- e) UHSR shall endeavour to provide accommodation to the faculty and students visiting from UK on exchange program for academic and research initiatives.
- f) UHSR shall ensure that the Teachers who are sent for the training in UK under the above said Scheme have to execute a surety bond to serve the University upon return to India.

Undertakings by BAPIO

- a) BAPIO will endeavor to work in partnership with UHSR in India – it will expect all potential trainees to receive a recommendation from the Vice-Chancellor of UHSR prior to being considered for placement in the UK. BAPIO team after short listing will undertake a formal interview process in accordance with the UK recruitment procedure to select the teachers.
- b) BAPIO in collaboration with HEE shall make arrangements for placement of the successful nominees in a specialty in various hospitals under different NHS Trusts for appropriate training.
- c) BAPIO shall ensure that NHS Trust team provides support in areas of employment and professional issues, including mentoring and introducing to social networking to familiarize with the local conditions.
- d) BAPIO shall identify suitable Physicians in the UK to mentor these candidates while they are placed in the UK so that they are able to learn and work to achieve their chosen career aspirations.
- e) BAPIO shall be responsible for induction of doctors recruited from India.



- f) While working in UK, the Teachers shall be paid the remuneration by the UK authorities and UHSR shall not pay any remuneration during this period.
- g) BAPIO shall endeavour that following completion of training, the Teacher returns to UHSR.
- h) BAPIO will identify specialists who would be willing to contribute to the UHSR curriculum teaching in different specialties, focusing on soft skills and governance. This will provide added value and make the potential candidates ready to come to the U.K.

Resources:

BAPIO and UHSR shall reach mutual agreement relevant to the commitment from time to time that requires resources.

Liaison and negotiation:

BAPIO and UHSR shall constitute a Coordinating team with a Nodal Officer from each side to represent their respective organizations.

The BAPIO team shall comprise of :

- President BAPIO
- Secretary General BAPIO and BAPIO Training Academy – Nodal Officer

The UHSR team shall comprise of :

- Vice-Chancellor, UHSR, India
- Registrar, UHSR, India – Nodal Officer

The Vice-Chancellor of UHSR shall be assisted by –

1. Dean Acad. Affairs
2. Dean PGIMS
3. Dean, Faculty of respective Medical and Surgical Sciences

Authorization of use of materials:

BAPIO and UHSR shall agree to the use of their respective logo and other educational materials for promotion purposes or during the training events.

Period:

The MoU shall initially be valid for a period of five years from the date of its signing. During the period of validity, the MoU can be modified, or amended at any time by both the parties i.e. BAPIO and UHSR with mutual consent.

Dispute resolution and termination:

Both parties shall agree to appoint a Nodal Officer for overseeing the implementation of the agreement and working out appropriate details. For any reasons, in the case of any unforeseen circumstances if it is felt that agreement may be frustrated, efforts shall be made




to settle disputes through Arbitrator. The Arbitrator shall be appointed with the mutual consent of both the parties. Each party shall be liable for non-performance or indemnity for causing loss to patents and not abiding by the responsibilities and liabilities.

In the event of no mutual consent, the matter shall be referred to the Arbitrator at Rohtak as per the Arbitration and Conciliation Act of India.

Jurisdiction:

This agreement shall be governed by the laws of the India.


Agreement signed on 15-07-2018 (Date)


Signature 

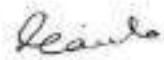
Name: Prof. (Dr.) H.K. Aggarwal
Registrar, Pt. B.D. Sharma
University of Health Sciences,
Rohtak.
registrar. uhsrohtak@gmail.com


Witness (Name & Designation):

UHSR

1. 
Dr. Ashok K. Yadav
Dean Academic Affairs
UHS, Rohtak


2. 
Dr. Sanjay Tandan
Principal
PCIMS Rohtak

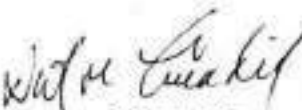
3. 
Dr. SARITA MAHO.
As Prof Radiodiagnoses
PCIMS Rohtak

Signature  15/7/18

Name: Prof. PARAG SINGH
Secretary General, BAPIO &
BAPIO Training Academy

BAPIO

1. 
Prof. Keshav Singh
MBE
Chair BAPIO (HODS)

2. 
Dr. M. L. Chakrabarti
DWS HCCRAH



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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL01988893350399Q
Certificate Issued Date	: 19-Mar-2018 03:40 PM
Account Reference	: IMPACG (IV)/ d1777003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL01988893350399Q
Purchased by	: THE GEORGE INSTITUTE FOR GLOBAL HEALTH INDIA
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: THE GEORGE INSTITUTE FOR GLOBAL HEALTH INDIA
Second Party	: Not Applicable
Stamp Duty Paid By	: THE GEORGE INSTITUTE FOR GLOBAL HEALTH INDIA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

Sub-grant Agreement

between

George Institute for Global Health, India
("TGI India")

and

Pandit Bhagwat Dayal Sharma University of Health Sciences, Rohtak
("Pt. B.D.Sharma UHS, Rohtak")



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.stampsamp.com". Any discrepancy in the details in this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Study Name: Innovative M-health led Participatory Approach to Comprehensive Screening and Treatment of Diabetes (IMPACT Diabetes)

George Institute for Global Health, India (TGI India) is a registered not-for-profit health and medical research organisation in India, and undertakes research with a focus on health and medical research on the leading causes of death and disability, especially chronic and non-communicable diseases and injury, to transform policy and practice and health outcomes for people, and developing effective and affordable solutions for the healthcare challenges of the 21st century, especially in resource-poor environments.

TGI India is collaborating with Pandit Bhagwat Dayal Sharma University of Health Sciences, Rohtak (hereinafter referred to as UHS Rohtak) for the implementation of the study entitled "*Innovative M-health led Participatory Approach to Comprehensive Screening and Treatment of Diabetes (IMPACT Diabetes)*" in Rohtak, Haryana. This project proposes the development and evaluation of a novel diabetes management program that utilizes the existing non-physician healthcare workers and uses technology (mobile tablet based clinical decision support system (CDSS)) for early detection of diabetes, management and prevention of its complications in individuals aged 30 years and above with diabetes. This intervention phase of the project is planned for 9 months and will be primarily led by ASHAs (accredited social health activists) in the selected intervention areas who would be trained and will screen the community members in the urban areas for high risk of diabetes using a tablet based CDSS that would be provided to them by TGI India. All screened positive patients will be confirmed through a camp that would be organized by TGI India and UHS, Rohtak within the community. ASHAs will further refer the confirmed cases to the doctor for proper management. TGI India has received grant funding for IMPACT Diabetes study and by way of this agreement, is giving a sub-grant to UHS Rohtak to implement a part of the study.

This sub-grant is subject to the following terms and conditions:

1) Sub-Grant Period

Sub-Grant funds are available beginning 15th September 2018 to 14th December 2019.

2) Budget

To enable implementation of the study, TGI India will give a sub-grant of INR 4,56,650.



S. No.	Budget Heads	Number of units	Unit cost/month	Total cost/month	Total period (months)	Amount
A. Travel						
1	Local travel for project team	1	18000	18000	15	270,000
B. Meetings						
2	ASHA and doctor feedback meetings	6	5000			30,000
3	Visit of National/ International Delegates/ Guests	4	5000			20,000
C. Communication and Office Material						
4	Phone call and data plans	1	400	400	15	6,000
5	Broadband connection for office	1	1000	1000	15	15,000
6	Photocopy and printing	1	2000	2000	15	30,000
7	Office furniture			20000		20,000
D. Others						
8	Chartered accountant consultation (if required by TGI India)	1			10000	10,000
	Total					401,000
E. Overheads						
9	Overheads to cover administrative expenses at UHS Rohtak (15% on expenses other than furniture and CA fee)					55,650
	Total in INR					456,650

The above mentioned funds shall be disbursed by TGI India on a quarterly basis. The first instalment shall be disbursed upon signing this agreement and the rest of the instalments shall be disbursed upon receipt of utilisation report of the previous instalment. Any taxes, duties and government charges (including related interest or penalties) payable in respect of this Agreement or any instrument created in connection with it must be paid by UHS Rohtak.

Bank Details to which sub-grant funds will be transferred:

Name of account holder	SMART HEALTH EXTEND PROJECT
Name of Bank	State Bank of India
Branch address	Medical College Rohtak
Account No	000000036112716635
IFSC Code	SBIN0004735

3) Activities

UHS Rohtak agrees to contribute in conducting the study and support the implementation of the following key project activities:

- a) Approval by UHS Rohtak's Institutional ethics committee.
- b) Development of the training materials for ASHAs and Doctors with translation into Hindi.
- c) Review of IMPACT Diabetes & SMART Kidney application
- d) Selection of urban areas for usual and extended care, in collaboration with district administration
- e) Training of eight ASHAs and two Doctors on the use of IMPACT Diabetes and SMART Kidney application
- f) Opportunistic screening of the community members by eight ASHAs involving the measurement of blood pressure, blood glucose, height, weight, waist circumference and hip circumference (100 per ASHA)
- g) Conducting the baseline HBA1c and Serum Creatinine testing of the community members by a National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited lab
- h) Nine months of IMPACT Diabetes implementation in the selected extended care areas by 4 ASHAs and working under 2 different PHCs
- i) Follow-up of all individuals identified as being at high risk completed in the extended care approach
- j) In-depth interviews and focus group discussions of district health administrators, doctors, ASHAs and a broad range of community members.
- k) Conducting the end-line HBA1c testing of the community members by an NABL accredited lab

4) Publications

UHS Rohtak must not publish any aspect of the Project unless it gives a draft to TGI India at least 45 days before proposed publication. If TGI India approves, UHS Rohtak may make the publication, but if TGI India requests, UHS, Rohtak must amend the draft to protect TGI India's Confidential Information or Intellectual Property before re-submitting the draft to TGI India for approval. UHS Rohtak may use and present information concerning the project for purposes of internal training, education, evaluation or discussion without TGI India's approval.

5) **"Intellectual Property Rights"** means all present and future intellectual and industrial property rights conferred by statute, common law, or in equity and wherever existing, including: (i) patents, inventions, designs, copyright, trade-marks, brand names, product names, domain names, technology



systems, clinical decision support systems, programs and reports for healthcare management, know-how, trade secrets, and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration; (ii) any application or right to apply for registration of any of these rights; (iii) any registration of any of those rights or any registration of any application referred to in (ii); and (iv) all renewals, divisions and extensions of these rights

"Material" means documents, records, software (including source code and object code), programs, algorithms, technology systems, clinical decision support systems, programs and reports for healthcare management, goods, images, information and data stored by any means including all copies and extracts of the same.

"Existing Material" means all Material in existence prior to the subgrant commencement date that is (i) incorporated in, (ii) supplied with, or as part of; or (iii) required to be supplied with, or as part of; the Research Material, but excludes TGI India Material

"Research Material" means all Material, excluding TGI India Material, that is (i) brought into existence for the purpose of the projects funded by this Agreement; (ii) incorporated in, supplied or required to be supplied along with the Material referred to in (i); and (iii) copied or derived at any time from the Material referred to in (i) and (ii);

"TGI India Material" means any Material; (i) provided by TGI India to UHS Rohtak for the purposes of this Agreement; or (ii) copied or derived at any time from the Material referred to in (i).

5.1. Existing Material

This clause does not affect the ownership of any Intellectual Property Rights in any Existing Material.

5.2. Research Material

UHS Rohtak acknowledges that any Intellectual Property Rights and title in relation to the Research Material will vest, upon creation, in TGI India.

5.3. TGI India Material

(a) UHS Rohtak acknowledges that any Intellectual Property Rights and title in relation to TGI India Material remains vested at all times in TGI India.

(b) TGI India grants to UHS Rohtak a revocable, royalty-free and licence fee-free, non-exclusive licence to use the Intellectual Property Rights in TGI India Material for the purposes of or in relation to the research study and strictly in accordance with any conditions or restrictions, that TGI India may specify to UHS Rohtak.



6) Termination

During the sub-grant period, this agreement can be terminated by either party by providing the other party 30 days written notice. The Terminating party will cover all reasonable non-cancellable costs of the other party.

7) Confidential Information and confidentiality

Confidential Information means the terms and existence of this Agreement and all information belonging or relating to a Party, whether oral, graphic, electronic, written or in any other form that is (i) or should reasonably regarded as, confidential to the Party to whom it belongs or relates; or (ii) not generally available to the public at the time of disclosure other than by reason of a breach of this Agreement.

7.1. A Party must not, and ensure that it's personnel do not, use or disclose any of the other Party's Confidential Information, other than where and only to the extent that such use or disclosure is necessary for the performance of the research work, for the exercise of that Party's rights or the performance of that Party's obligations under this Agreement, or as otherwise provided by clause 7.2.

7.2. A Party may disclose Confidential Information of the other Party:

- (a) to a professional advisor, provided that advisor is subject to a professional obligation of confidence;
- (b) as directed by the express written consent of that other Party;
- (c) to its Personnel on a 'need to know' basis, provided such Personnel are obliged to keep such Confidential Information confidential; or
- (d) as required by law, provided that prior notification is given to the Party whose Confidential Information is to be disclosed, and only to the extent that such Confidential Information is legally required to be disclosed.

8) Amendment

This Agreement can only be amended by a written document signed by both parties.

9) Notices

Unless expressly stated otherwise in this Agreement, all notices, certificates, consents, approvals, waivers and other communications (each a "notice") in connection with this Agreement must be in writing and delivered by hand or sent by registered post or email to the address of the intended recipient as follows:



(a) If to UHS Rohtak:
Dr. Varun Arora, Associate Professor,
Department of Community Medicine,
Address Room no. 409, 3rd floor,
Department of Community Medicine, UHS Rohtak
Email: dr.feats@gmail.com

(b) If to TGI India:
Mr Amit Khanna, Director – Finance & Operations
George Institute for Global Health
311-312, Elegance Tower
Plot No. 8, Jasola District Centre
New Delhi 110025, INDIA
Email: akhanna@georgeinstitute.org.in

(c) Or if the intended recipient has notified a changed address, then the service of notices must be to that address.

10) Relationship of the Parties

Nothing in this Agreement creates, implies or evidences any partnership or joint venture or relationship of agency between the Parties.

11) Governing Law

This Agreement will be governed by and construed and interpreted in accordance with the laws of India, and the Parties irrevocably agree to submit to the jurisdiction of the courts of New Delhi and all courts which have jurisdiction to hear appeals from the courts of New Delhi, and waives any right to object to proceedings being brought in those courts for any reason.

12) Severance

Any clause of this Agreement which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability, but the validity or enforceability of the remaining clauses of this Agreement will not be affected.

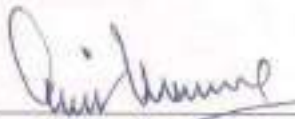


13) Rights of Third Parties

No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.

ACKNOWLEDGED, ACCEPTED & AGREED TO:

TGI India

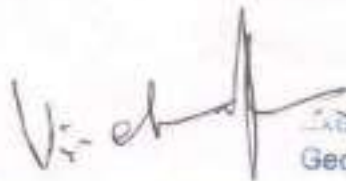


Name: Mr Amit Khanna
Director – Finance & Operations
George Institute for Global Health India
Date 11/9/18

UHS Rohtak



Name Dr. Varun Arora- Associate
Professor, Department of Community
Medicine, PGIMS Rohtak
Date _____



Executive Director
George Institute for Global Health

NAME : PROF VIVEKANAND JHA
EXECUTIVE DIRECTOR
GEORGE INSTITUTE FOR GLOBAL HEALTH INDIA
DATE : 11 SEP 2018



THE GEORGE INSTITUTE
for Global Health AUSTRALIA

The George Institute for Global Health
Australia
ABN 96 095 953 731

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F: +61 2 9552 4001

<http://www.thegeorgeinstitute.org.au>
www.georgeinstitute.org

23 May 2016

Dr Varun Arora
Pandit Bhagwat Dayal Sharma Post Graduate Institute of Medical
Sciences,
Rohtak, INDIA

Dear Dr Varun,

I am pleased to inform you that The George Institute for Global Health (**The George Institute**) has chosen Pandit Bhagwat Dayal Sharma Post Graduate Institute of Medical Sciences (the **Grantee**) to collaborate on the **SMARThealth** project in Rohtak, India. To enable you to conduct the project, we have approved a grant of INR 4,769,037.50 to demonstrate that the **SMARThealth** program can be implemented in a large rural community in Jhajar district in the state of Haryana (the **Project**). The Project will also evaluate **SMARThealth's** feasibility, scalability, and sustainability. This grant is made possible with funding granted to The George Institute by Give2Asia.

SMARThealth is a primary care platform developed by The George Institute which aims to support communities and healthcare providers to prevent and manage common non-communicable diseases.

SMARThealth involves the collection of clinical information on community members utilising a mobile device. Patient data are stored in a secure electronic medical record system located on a central server. A clinical decision support tool within **SMARThealth** system is able to generate individual estimates of cardiovascular disease (CVD) risk, along with guidelines-based tailored recommendations for managing this risk. The **SMARThealth** system helps non-physician health workers and doctors make evidence-based management decisions to lower their patients' CVD risk. This helps to prevent severe diseases that may occur later. The system is also able to provide information that is directly or indirectly conveyed to patients to assist in their acceptance of and adherence to recommended treatments. The **SMARThealth** system also allows central monitoring of screening and management of community members, thereby ensuring appropriate and high quality patient management.

This grant allows for the implementation and evaluation of the **SMARThealth** system in Rohtak district. Dr Varun Arora will be responsible for conducting the Project and managing the implementation of **SMARThealth** in Rohtak.



THE UNIVERSITY OF SYDNEY



In addition, this grant is subject to the following terms and conditions:

1. **Grant Period.** Grant funds are available beginning 1 April 2016 to 30 September 2017.

2. **Reporting Requirements.**

A. Final Grant Report Due by 30 September 2017

Prior to 30 September 2017 or within one month of the close of the grant period, Grantee will submit a narrative and financial report describing how the grant was used to accomplish the grant objectives and detailing all expenditures of grant funds.

B. Interim Grant Report Due by 30 April 2017

Grantee must submit an interim narrative report and financial statement before 30 April 2017 showing the expenditure of the grant funds, progress made towards completing the Project, and compliance with the terms of this Agreement.

C. Quarterly Reports

Grantee must submit regular status reports on expenditure of grant funds, progress made in achieving milestones and account balances of the separate account referred to below in clause 4. The reports must be made at the end of each calendar quarter or within 2 weeks of a request from The George Institute.

3. **Grant Modifications.** Grantee must use the grant solely for the purposes outlined above and must comply with the **Protocol** [attached as Schedule 2]. No modification of those purposes or the Protocol may be made without The George Institute's consent. The George Institute reserves the right to request the return of any unspent grant funds.

4. **Separate Account.** The Grant funds are advanced on the following strict conditions:

- A. Grantee must maintain all grant funds in a separate account in Grantee's name which is dedicated to the charitable purposes described in this Agreement; and
- B. The separate account must be monitored by the International Steering Committee.

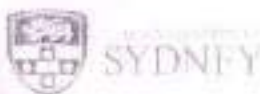
The International Steering Committee will monitor the use of the grant funds and Grantee must include account balances and debits from the account in all Reports it produces under clause 2.

5. **Record Maintenance and Inspection.** Grantee must maintain records of Project expenditures for 4 years after the Project is closed, and allow The George Institute to inspect its books and records at reasonable times and with reasonable notice.

6. **Dissolution Requirements.** If Grantee is dissolved or if the specific program or Project is discontinued, Grantee must immediately return any unspent grant funds to The George Institute.

7. **Grant Restrictions.** This grant may not be used, directly or indirectly to influence legislation or to support political campaigns or any other political activity; for religious proselytizing; for activities and services which discriminate; to provide benefit to any specific individual; to make any grant to an individual, other than as part of the charitable activities in support of the grant purposes; or for any purpose that is not entirely charitable.

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Grantee certifies that it has not provided and will not provide support or resources to any individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity; or to anyone who acts as an agent for such an individual or entity. Support or resources include currency or other financial instruments, financial services, lodging, training, safe houses, false documentation or identification, communication equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and any other services or physical assets. Any violation of this certification is grounds for immediate termination of this Agreement and return to The George Institute of all funds advanced to Grantee under it.

8. **Activities and Milestones.** Grantee must use all reasonable efforts to complete the activities and milestones according to Schedule 1. Grantee must keep The George Institute continuously informed about its progress, and must immediately inform The George Institute in writing if it anticipates 1 month or more delay in complying with those timelines.
9. **Payments.** The George Institute will pay Grantee as nominated in **Schedule 1** in the manner and on the basis of the amounts and at the times set out in **Schedule 1**.
10. **Confidentiality.** Each Party agrees that it will only use or disclose the other Party's Confidential Information to the extent necessary to carry out the Project. **Confidential Information** includes any information The George Institute provides to Grantee to carry out the Project, and any other information which either Party knows or reasonably ought to know is confidential to the other Party.
11. **Intellectual Property.**
 - A. The George Institute grants to Grantee the right to use its Background IP to carry out the Project. **Background IP** includes the Protocol, information, know-how, software and materials provided to Grantee to conduct the Project. Except for this right, neither Grantee nor any of its personnel acquires any right in The George Institute's Background IP.
 - B. All IP in the Project results and any publication under clause 13, vests in The George Institute on its creation. Grantee presently assigns all existing and future IP in the Project results to The George Institute. Grantee must and must ensure that its personnel must, do anything reasonably required by The George Institute to effect that assignment. IP means all present and future intellectual property rights existing anywhere in the world, and includes inventions, patents, copyright, trademarks, circuit layouts, know how, trade secrets and the right to have confidential information kept confidential.
12. **International Steering Committee.** The George Institute will establish an International Steering Committee which will be responsible for overall supervision of the Project. Professor Anushka Patel will chair the International Steering Committee. Grantee and the remaining members will be as set out in the Protocol.
13. **Publications.**
 - A. Grantee must not publish any aspect of the Project unless it gives a draft to The George Institute at least 45 days before proposed publication. If The George Institute approves, Grantee may make the publication, but if The George Institute requests, Grantee must amend the draft to protect The George Institute's Confidential Information or IP before re-submitting the draft to The George Institute for approval. Grantee may use and

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present information concerning the Project for purposes of internal training, education, evaluation or discussion without The George Institute's approval.

- B. Publications of Project results must take into account the collaborative nature of the Project and must be in accordance with accepted scientific practice, academic standards and customs and in accordance with the Protocol and any more specific publication guidelines developed by the International Steering Committee. Individuals who make a substantial contribution to the Project will be recognized with co-authorship in the Project results publication unless they elect not to be recognized.

14. Termination.

A. The George Institute may terminate this Agreement:

- i. if Grantee breaches this Agreement (including failing to meet a timeline without just cause or breach of a grant restriction under clause 7) or the Protocol, and fails to remedy the breach within 30 days of a written notice specifying the breach and requiring its remedy;
- ii. if Dr Varun Arora leaves the Grantee or becomes unavailable, then Grantee must consult with The George Institute and use reasonable endeavours to nominate a replacement reasonably acceptable to both parties and if no mutually acceptable replacement is available, The George Institute may terminate this Agreement with 30 days' written notice; or
- iii. immediately, if The George Institute's funding is withdrawn, or if Grantee's breach is not capable of being remedied.

B. Grantee may terminate this Agreement:

- i. if The George Institute breaches this Agreement and fails to remedy the breach within 30 days of a written notice specifying the breach and requiring its remedy; or
- ii. at any time, with 60 days' written notice.

C. If this Agreement is terminated early for any reason:

- i. The George Institute will have no further obligation to pay Grantee except for uncancelable costs incurred by Grantee in accordance with clause 9 of this Agreement before the termination date;
- ii. Grantee must return any unexpended grant funds to The George Institute; and
- iii. Grantee must give all its Project notes, results or reports (in draft or final form) at the date of termination to The George Institute and must return all of The George Institute's Confidential Information.

15. **Privacy.** Grantee must ensure that any personal information it obtains or holds as a result of conducting the Project is collected, used, and disclosed by it in accordance with Privacy Laws. **Privacy Laws** include the Australian *Privacy Act 1988* (Cth) and any applicable Indian legislation or regulation which relates to the protection of personal information.



16. **Liability and Indemnity.**

- A. Each Party is liable for its own acts and omissions in relation to the conduct of the Project.
- B. Neither Party will be liable to the other Party or its personnel for any consequential, contingent, or indirect loss or damage (including resulting from the loss of business, revenue or profit) arising out of, or in connection with, the Project or this Agreement (whether under contract, tort, or otherwise).
- C. Each Party (**Indemnifying Party**) indemnifies the other Party and its personnel (each, an **Indemnified Party**) against any loss, liability, expense or cost of third party claims (including reasonable legal expenses) (collectively, **Loss**) an Indemnified Party suffers as a direct result of its participation in the Project and which is caused by Indemnifying Party's breach of this Agreement, or Indemnifying Party's negligent or unlawful act or omission or wilful misconduct (or that of any person it retains to perform its obligations under this Agreement).
- D. The indemnity in paragraph C will be reduced proportionally to the extent that the Indemnified Party's negligent or unlawful act or omission or wilful misconduct contributed to its Loss.
- E. The Indemnified Party must:
 - i. give prompt notice of any claim likely to lead to a claim for indemnity and must cooperate fully with Indemnifying Party in the investigation and management of the claim; and
 - ii. take all reasonable steps to mitigate any Loss it suffers in connection with this Agreement.

17. **Miscellaneous**

- A. (**Amendments**): This Agreement can only be amended by a written document signed by both parties.
- B. (**Governing law**): The laws of New South Wales govern this Agreement.
- C. (**Assignment**): Grantee may not assign its rights or obligations under this Agreement.
- D. (**Severability**): If a clause of this Agreement is prohibited or unenforceable, the validity or enforceability of the other clauses of the Agreement will not be affected.
- E. (**Entire agreement**): This Agreement contains the entire agreement between Grantee and The George Institute and supersedes any prior negotiation, representation, understanding or arrangement regarding the Project, whether oral or written.
- F. (**Relationship**): This Agreement constitutes an academic collaboration and grant. It does not constitute a joint venture, partnership, agency or employment relationship between the parties nor does it allow either party to contract for the other.
- G. (**Survival**): This clause 17 G, and clauses 5 (**Record Maintenance and Inspection**), 10 (**Confidentiality**), 11 (**Intellectual Property**), 13 (**Publications**), and 16 (**Liability & Indemnity**), survive expiry and termination of this Agreement.
- H. (**Counterparts**): This Agreement may be signed in a number of counterparts. All counterparts taken together constitute one instrument. A Party may sign any one counterpart.

Affiliated with




Australia China India UK

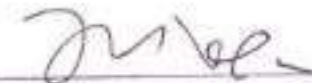


The George Institute is delighted to support Pt B.D. Sharma Post Graduate Institute of Medical Sciences in collaborating on this Project.

Yours sincerely



Authorised Signatory
Print name: Pansa Glass



Authorised Signatory
Print name: Tim Regan

AGREED AND ACCEPTED BY
PT. B.D. SHARMA POST GRADUATE INSTITUTE OF MEDICAL SCIENCES

By: 

30.6.16

Print name: Dr. Varun Kumar Arora

Title: Doctor, Assst. Professor, Dept of Community Medicine

Date: 30-6-2016 Pt. B. D. Sharma PGI, Rohtak

Affiliated with



Australia | China | India | UK



Schedule 1

Activities, Milestones & Payments

Program Goal: Demonstrate that SMART <i>health</i> can be effectively deployed in Jhajar district, Haryana, in a manner that is acceptable, affordable, scalable and sustainable.		Payments
Related Activities/Key Milestones	Deadline	
Agreement signed		50% of total payment
Approval by relevant ethics committee(s) obtained	2 months after receipt of final Protocol	
Audit of the health service system in Haryana including conduct of in-depth interviews and focus group discussions with respondents at various levels of the health system – District and sub-district authorities, CHCs, PHCs, health workers	3 months after receipt of final Protocol	
Finalising training materials with translation into Hindi	3 months after receipt of final Protocol	
Submission of Quarterly report satisfactory to The George Institute	30 June 2016	
Internal review of SMART <i>health</i> tablet application completed	4 months after receipt of final Protocol	
Submission of Quarterly report satisfactory to The George Institute	30 September 2016	10% of total payment
An initial household survey completed to establish a census and CVD risk screening of individuals aged over 40 years in the study population (N=20,000). Risk screening using WHO/ISH guidelines involving the measurement of at least blood pressure, blood glucose, height, and weight.	5 months after receipt of final Protocol	
Training of 2 doctors from 2 different PHCs and 20 ASHAs on use of SMART <i>health</i> system completed.	6 months after receipt of final Protocol	
Submission of Quarterly report satisfactory to The George Institute	31 December 2016	10% of total payment
Submission of interim report satisfactory to The George Institute	30 April 2017	10% of total payment
Submission of Quarterly report satisfactory to The George Institute	30 June 2017	
9 months of full SMART <i>health</i> implementation in villages served by 20 ASHAs and working under 2 different PHCs. SMART <i>health</i> implementation as described in the protocol completed	15 months after receipt of final Protocol	20% of total payment
Follow-up and interview of all individuals identified as being at high risk completed	17 months after receipt of final Protocol	
Semi-structured interviews and/or focus group discussions of policy makers, district health administrators, doctors, ASHAs and a broad range of community members completed.	17 months after receipt of final Protocol	
Final report submission	30 September 2017	

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Indian-Non Judicial Stamp
Haryana Government



Date : 30/06/2021

Certificate No. G0302021F3611



Stamp Duty Paid : ₹ 101

GRN No. 78771666



(Rs. Only)

Penalty : ₹ 0

(Rs. Only)

Deponent

Name : Sdbiosensor Healthcare Privatelimited

H.No/Floor : 202

Sector/Ward : 2

Landmark : Tower a unitech signature towers

City/Village : Gurgaon

District : Gurgaon

State : Haryana

Phone : 98*****29



Purpose : ALL OFFICIAL PURPOSE to be submitted at Gurgaon

The authenticity of this document can be verified by scanning this OrCode Through smart phone or on the website <https://e-grastry.nic.in>

CORPORATE SOCIAL RESPONSIBILITY AGREEMENT

SD BIOSENSOR HEALTHCARE PRIVATE LIMITED

AND

MOHAN FOUNDATION, GURUGRAM CHAPTER

AND

PT. BD SHARMA UNIVERSITY OF HEALTH SCIENCES

DATED 3rd AUGUST 2021





Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

CORPORATE SOCIAL RESPONSIBILITY AGREEMENT

This Corporate Social Responsibility Agreement (hereinafter referred to as "The Agreement") is being signed on this 3rd day of August 2021 and shall be applicable from the date on which Nephrologist joins the Department at PGIMS, Rohtak and executed between;

SD Biosensor Healthcare Pvt. Ltd., a Company incorporated under the provision of the Companies Act, 1956 and having its Registered office at Unit # 202 A-D, 2nd Floor, Tower – A, Unitech Signature Towers, South City – 1, Gurgaon – 122 001, Haryana through its Authorized Signatory **Mr. Sung Ho Kim**, severally authorized by the board of directors vide their resolution dated 14th May, 2021 (Hereinafter referred as the "SDBH"), which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its legal representatives, successors-in-interest, executors, administrators, nominee(s), assignees and liquidators of the **FIRST PART.**;

AND

MOHAN Foundation, a public charitable trust, registered under the Indian Trusts Act, 1882 having its Head office at 3rd Floor, Toshniwal Building, 267, Kilpauk Garden Road, Chennai – 600 010, Tamil Nadu and having its local office at B – 284F, Second Floor, Sushant Lok – I, Gurugram – 122 002, Haryana through its Managing Trustee **Dr. Sunil Shroff**, (hereinafter referred to as "MF"), which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its legal representatives, successors-in-interest, executors, administrators, nominee(s), assignees and liquidators of the **SECOND PART.**;

AND

Pt. BD Sharma University of Health Sciences, an autonomous body fully funded by the Government of Haryana, having its office at Administrative block, **Pt. BD Sharma University of Health Sciences, Rohtak, 124001** Haryana through its Registrar, **Dr. H.K. Aggarwal** (hereinafter referred to as "UHS"), which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its legal representatives, successors-in-interest, executors, administrators, nominee(s), assignees and liquidators of the **THIRD PART.**;

The SDBH, the MF and the UHS shall be jointly referred to as the **PARTIES** and individually as the **PARTY.**

WHEREAS SDBH is specialized in in-vitro diagnostics founded with the goal of contributing to improve the quality of life through fast and accurate diagnosis of disease and is well recognized for its quality products and services.

WHEREAS MF is a Not-for-profit, Non-governmental organisation established in the year 1997 under the Indian Trusts Act, 1882 and registered under Section 12A of Income Tax Act and FCRA (Foreign Contributions Regulation Act).

SDBH

MF

UHS

Registrar,
Pt. B.D. Sharma
University of Health Science
Rohtak-124001 (Haryana)



AND WHEREAS UHS is a State Government funded university regulating the medical education and research in various medical and allied health sciences institutions in the state of Haryana.

AND WHEREAS MOHAN is an acronym for Multi Organ Harvesting Aid Network and MF strives to promote and develop systems for ethical organ and tissue donation in the society.

AND WHEREAS MF represented to SDBH that MF is into the discussion with UHS for collaborating to make PGIMS (Rohtak) the first government hospital in Haryana to perform affordable Kidney Transplant Program (hereinafter referred to as "project").

AND WHEREAS MF has entered into a MOU dated 19th February, 2021 with UHS as per which UHS along with PGIMS (Rohtak) shall work towards promoting deceased organ donation and transplantation in the state of Haryana and for empanelling and employing 2 (two) Nephrologist for making affordable Kidney transplant for the prospective patients.

AND WHEREAS SDBH, under its Corporate Social Responsibility activities, has agreed to provide support for salaries of 2 (two) Nephrologists, who will be empanelled and employed by MF and posted at PGIMS, Rohtak under this agreement.

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements contained herein, the parties hereto agree as follows:

1. BACKGROUND & SCOPE OF PROJECT

There is a wide gap between patients who need transplants and the organs that are available in India. An estimated around 1.8 lakh persons suffer from renal failure every year, however the number of renal transplants done is around 10,500.

Within the country there is a huge disparity between States. While some Southern States have the state framework to take forward the transplantation programme, a majority of the States, including Haryana have yet to implement this programme in a systematic manner in spite of it having adopted the amended Transplantation of Humans Organs Act.

There are 59 government hospitals in Haryana, according to the annual administrative report of the Health Department, Haryana, for the year 2016-17. However, there is no activity happening in these hospitals as far as transplantation is concerned.

In the 56 registered private hospitals in the state, transplantation is only happening in a few select multi & super specialty care hospitals in cities of Gurugram, Faridabad and Panchkula that are in close proximity to the capital Delhi.

PGIMS (Rohtak) has all the necessary infrastructure for kidney transplants in terms of dedicated Operation Theatres, transplant ICUs and transplant surgeons. However, PGIMS (Rohtak) is not able to attract Nephrologists with transplant experience as per

SDBH

MF

UHS



Registrar,
Pt. B.D. Sharma
University of Health Science
Rohtak (Haryana)

Page 3 of 11

government pay scale, without whom the transplant program cannot be started and sustained.

Therefore, to bridge the aforesaid gap and in a unique public private partnership model to make affordable organ transplant, MF has executed an MOU with UHS to support by empanelling and employing 2 (Two) Nephrologists with transplant experience on its payroll which would be funded by SDBH under its Corporate Social Responsibility activities.

2. TERM & EFFECTIVE DATE

This Agreement shall be valid for the period of 1 (one) year effective from the date on which Nephrologists joins at PGIMS, Rohtak. The confirmation of appointment, empanelment and joining of Nephrologists should be given in writing or through electronic means, by MF & UHS to SDBH.

3. FUNDS

That as per the scope of this agreement and Corporate Social Responsibility of SDBH, SDBH shall contribute an amount limited to **INR 75,00,000/- (Rupees Seventy-Five Lakh Only)** pertaining to the salary of two (2) Nephrologists towards the scope of the agreement as per the following schedule. The above amount shall be dispersed during the one-year tenure of this agreement.

Payment Schedule :

- ✓ Joining of Nephrologists to be confirmed to SDBH.
- ✓ Post joining, the amount shall be dispersed in advance on quarterly basis to MF.

4. DISBURSEMENTS

4.1 SDBH shall make disbursement of funds in Indian Rupees to MF in the following bank account of MF through RTGS/NEFT on a quarterly basis:

Bank Account Details of MF :


Bank Name: **Union Bank of India**
Name of A/c. holder: **MOHAN Foundation**
Account No: **520101204768620**
IFSC Code: **UBIN0920550**
Branch Name: **Sushant Lok, Gurugram**

4.2 MF shall submit fund utilization statements along with the salary transfer receipts to SDBH on a monthly basis or as and when required by SDBH.

SDBH

MF

UHS


Registrar,
Pt. B.D. Sharma
University of Health Sciences
Rohtak-124001 (Haryana)



- 4.3 In the event of failure of submitting salary transfer receipts with SDBH, SDBH shall reserve the right to withhold or reduce the amount of next dispersal of funds mentioned in above Clause 3.

5. OBLIGATIONS AND RESPONSIBILITIES OF MF

- 5.1 MF will assist in selecting and appointing the two Nephrologists with kidney transplant experience for PGIMS (Rohtak).
- 5.2 MF will disburse the monthly salaries of both the Nephrologists by the first week of the subsequent month.
- 5.3 MF shall be responsible for all acts and omissions of its Doctors, staff and any persons, associations, institutions engaged by the MF whether or not in the course of implementing and execution of this Agreement and for the health, safety and security of such persons or entities and their property.
- 5.4 MF will create a report every 3 months of the progress in collaboration with the nephrologists and submit the same to SDBH & UHS.
- 5.5 Senior MF representative will have meetings with the reporting authority, the two appointees and any other medical or non-medical personnel once in 3 months to smoothen the workings.
- 5.6 MF would do a SWOT once at the start and again another assessment at 6 months.
- 5.7 MF shall maintain full employee records of the Nephrologists and shall be responsible for their monthly reporting compliances under labour laws or other mandate.
- 5.8 MF shall be responsible to file timely statutory returns and deposit timely taxes, wherever applicable like TDS, PF etc.

6. OBLIGATIONS AND RESPONSIBILITIES OF UHS

- 6.1 UHS shall ensure that the funds received by MF pursuant to Clause 3 of this Agreement are spent by MF in accordance with the terms of this Agreement and shall also ensure that obligations and responsibilities of MF as defined in this agreement are duly met by MF.
- 6.2 UHS shall at all time during the term of this agreement oversee the functions of MF with respect to this activity.

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MF

UHS




Registrar,
Pt. B.D. Sharma
University of Health Science
Rohtak-124001 (Haryana)

7. ACCOUNTS, RECORDS AND AUDIT

- 7.1 MF shall maintain all accounting records and documents in accordance with the instructions given by SDBH. Non-compliance with the instructions by the MF will be a ground for termination of the agreement.
- 7.2 SDBH or its Representatives / Officer, on giving reasonable notice to MF, may visit the MF offices to review and audit the Accounts and records and the MF shall co-operate with such teams during the review, provide access to accounts and records pertaining to the scope of Project whether on computer or in manual form, provide copies of accounts and records, provide oral or written explanations of the accounts and records as may be reasonably required by SDBH.
- 7.3 If SDBH finds any errors or inaccuracies in the Accounts & Records of the MF, the MF shall, within 30 days of a written demand served by SDBH, carry out suitable rectification in its Accounts & Records, and inform SDBH of the same.
- 7.4 Any information/document/record/details requested by SDBH would be promptly attended by MF and supplied within a reasonable time frame of one week (7 days).

8. REFUND OF UNUTILIZED/UNSPENT FUNDS

Any unspent or unutilized amount, (disbursed by SDBH for the project to the MF), shall on completion of the project, be refunded to SDBH within 15 days of the completion of the project or termination of the Agreement, whichever is applicable.

9. CONTRACTUAL OBLIGATIONS

- 9.1 The relationship of MF & Nephrologist shall be that of Employer & Employee. Thus, all rights, duties and responsibilities shall co-exist between MF & the Nephrologist. SDBH shall not be under any obligation for the employment of Nephrologist, directly or indirectly, applicable as per Statutory Laws. In any case SDBH is under its CSR responsibility is only supporting the cause through its funding.
- 9.2 The MF shall not be entitled to payment of any amount or by way of compensation for termination of the Agreement for the causes mentioned above under clause 5.
- 9.3 In case of non-compliance of any term of this agreement, either party may serve a written improvement notice on the other party and such recipient party shall be obligated to take corrective action within 15 days from the date of receipt of the improvement notice.
- 9.4 The MF shall submit full accounts of the project in writing taking into account all receipts and payments and commitments incurred, for the purposes of the

SDBH

MF

SDBH



Registrar,
Pt. Bhabha
University of Health Science
Rohtak-124001 (Haryana)

Agreement and the termination. SDBH or its representative may carry out an audit of the Project along with the expenditure of accounts.

10. TERMINATION

SDBH may terminate this agreement after giving the due notice of 30 days to MF and on finding the non-compliance of the notice for improvement given to MF. However, such reasons for termination may be related in terms of the followings;

- 10.1 In the event of unsatisfactory performance of the project by MF, SDBH may, at its sole discretion and at any time, terminate the agreement and inform the MF of its decision in writing which shall be final and binding on both the parties. The Agreement shall stand terminated on the date as mentioned in the written communication. Unsatisfactory performance include :-
 - a) Delay in the appointment of Nephrologists;
 - b) In case funds are not disbursed to the Nephrologists in a timely manner;
 - c) Any other issue identified by SDBH;
- 10.2 In the event of unsatisfactory performance of the project by the MF for any reason such as incomplete work done/ no progress in the work found/ work not being implemented as specified under Scope of Project of this Agreement or non-performance of any obligation under this Agreement.
- 10.3 In the event, when the MF is found involved in any manner or form in corrupt practices or misappropriating the funds/ Assets, which belongs to, or has been marked for the Project activities and SDBH has sufficient grounds to believe so.
- 10.4 In the event of violation of any of the provisions specified in various clauses of this agreement and Terms of Reference that lead to a conflict which may affect the objectives of the programme, at any time of Agreement period.
- 10.5 The copy of such termination of agreement shall be provided to UHS, as decided appropriately.

11. FORCE MAJEURE

- 11.1 If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightning or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Agreement by the MF any event beyond the control of the parties to the Agreement, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the Agreement. From the date of the notification, SDBH shall

SDBH

MF

UHS



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Page 7 of 11
Pt. B.D. Sharma
University of Health Scie
Rohtak-124001 (Haryar

at its discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 months.

11.2 If at the expiry of the second period of suspension, the reasons for the suspension still remain, SDBH and the MF shall treat the Agreement as terminated.

12. AMENDMENT

In case any amendments are required to any part of the Agreement, the Parties shall agree to incorporate such amendments. The Agreement shall be amended by written mutual consent of the parties to the Agreement. The amendments shall be documented vide duly executed Addendum Agreement.

13. SETTLEMENT OF DISPUTES & ARBITRATION

13.1 Should the Parties be unable to reach agreement on the meaning or interpretation of any of the clauses set out hereto or any other matters arising out of the Agreement the matter in dispute shall be referred to the Managing Director of SDBH got amicably settlement.

13.2 All disputes arising between the parties shall be subjected to the jurisdiction of the Courts in Rohtak only and in no other courts.

13.3 If the parties failed to amicably settle the dispute, the Parties agree that any dispute, issue and difference between the parties hereto under or in respect of any matter under this Agreement which require clarification and deliberation; shall be referred for resolution by way of Arbitration to the exclusive jurisdiction of the Sole Arbitrator to be appointed as per the provision of the Arbitration and Conciliation Act, 1996, as amended up-to-date. Each party shall appoint one Arbitrator and such Arbitrators shall mutually appoint a third Arbitrator. The parties further agree that the arbitration proceedings shall be conducted by fast track procedure as per the provisions of section 29b of arbitration and conciliation act, 1996 as amended by act no. 3 of 2016 (w.e.f. 23.10.2015). The seat of the arbitration shall be in the city of Rohtak. The Award made by the Arbitrator shall be final and binding on the parties hereto. The language of Arbitration proceedings shall be in English.

14. CONFLICT OF INTEREST

14.1 Neither the MF, its personnel or agent shall engage in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.

14.2 Subject to clause 14.1 above, the MF shall notify SDBH immediately of any such conflict and suggest / take immediate remedial measures under information to SDBH to ensure that the project is completed as per the terms and conditions agreed upon.

SDBH

MF

SDBH



Handwritten signature in blue ink. Below it, the text reads: "Registrar, Page 6 of 11, University of Health Sci Rohtak-124001 (Haryana)".

15. DISCLOSURE OF INFORMATION

The MF shall not during or after the termination of the agreement disclose to any third party any confidential information arising from the agreement (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission of SDBH.

16. NOTICES

All notices required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand or e-mail with acknowledgement of receipt, confirmed facsimile or overnight courier to the addresses of the parties set forth herein. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier at the following address:

To SDBH SD Biosensor Healthcare Pvt. Ltd Kind Attention: Mr. Sung Ho Kim Having its office at: Unit # 202 A-D, 2nd Floor, Tower – A, Unitech Signature Towers, South City – I, Gurgaon – 122001	To MF Mohan Foundation Kind Attention: Dr. Sunil Shroff Having its office at: B – 284F, Second Floor, Sushant Lok – I, Gurugram – 122002, Haryana
TO UHS Kind Attention: Dr. H.K. Aggarwal, Registrar, Having office at: Pt. B.D. Sharma University of Health Sciences, Rohtak- 124001	

17. RELATIONSHIP

The relationship between the Parties is that of independent persons. Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, Client or employment relationship between the Parties and neither Party shall hold itself out as an agent for the other Party. This Agreement is on a 'principal to principal' basis and neither party shall describe itself as an agent or representative of the other Party, or make any representations or give any warranties/ assurances to a Person which may require the other Party to undertake or be liable, whether directly or indirectly, for any obligation and or responsibility to a Person, or enter into contracts on behalf of the other Party.

SDBH

MF

UHS




Registrar,
Pt. B.D. Sharma
University of Health Sciences
Rohtak-124001 (Haryana)

18. COUNTERPARTS

This Agreement is being executed in three (3) number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and Parties have executed this Agreement by signing three (3) originals which shall be the counterparts for each other.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all previous agreements and understandings between the parties and each party acknowledges that, in entering into this agreement, it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as expressly provided in this Agreement.

20. SEVERABILITY

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

21. CONSTRUCTION OF THE AGREEMENT

The Agreement shall be governed by and construed in accordance with the laws of INDIA.


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JHS




Registrar,
Dr. I.D. Sharma
University of Health Sciences,
Kodlak-1 Page 10 of 11 (ryan.1)

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement on the date and place first above mentioned.

Signed and Sealed on behalf of	Signed and Sealed on behalf of	Signed and Sealed on behalf of
SD Biosensor Healthcare Private Limited	Mohan Foundation	Pt. BD Sharma University of Health Sciences
Signed By: Name: Sung Ho Kim Designation: Managing Director	Signed By:   Name: Sunil Shroff Designation: Managing Trustee	Signed By:  Name: Dr. H.K. Aggarwal Designation: Registrar Pt. B.D. Sharma University of Health Sciences, Rohtak-124001 (Haryana)
<u>Witnesses:</u> Signed By : Name: Atul Singh Designation: Company Secretary & Compliance Officer	<u>Witnesses:</u>  Signed By : Name: Jatin Rajan Designation: HR & Admin Executive MOHAN Foundation	<u>Witnesses:</u> Signed By : Name: Sukhbir Singh Designation: Associate prof., Department of Hospital Administration, PGIMS Rohtak.


Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

CORPORATE SOCIAL RESPONSIBILITY AGREEMENT

SD BIOSENSOR HEALTHCARE PRIVATE LIMITED

AND

MOHAN FOUNDATION, GURUGRAM CHAPTER

AND

Pt. BD Sharma University of Health Sciences

This agreement shall be applicable from the date on which Nephrologists join the Department at PGIMS, Rohtak.

CORPORATE SOCIAL RESPONSIBILITY AGREEMENT

This Corporate Social Responsibility Agreement (hereinafter referred to as "Agreement") shall be applicable from the date on which Nephrologists join the Department at PGIMS, Rohtak between;

SD Biosensor Healthcare Pvt. Ltd., a Company incorporated under the provision of the Companies Act, and having its Registered office at Unit # 202 A-D, 2nd Floor, Tower – A, Unitech Signature Towers, South City – I, Gurugram – 122001, Haryana through its Authorized Signatory Mr. Sung Ho Kim, severally authorized by the board of directors vide their resolution dated _____ (Hereinafter referred as the "SDBH"), which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its legal representatives, successors-in-interest, executors, administrators, nominee(s), assignees and liquidators of the **FIRST PART**.;

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MOHAN Foundation, a public charitable trust, registered under the Indian Trusts Act, 1882 having its Head office at 3rd Floor, Toshniwal Building, 267, Kilpauk Garden Road, Chennai – 600 010, Tamil Nadu and having its local office at B – 284F, Second Floor, Sushant Lok – I, Gurugram – 122002, Haryana through its Managing Trustee Dr. Sunil Shroff, (hereinafter referred to as "MF"), which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its legal representatives, successors-in-interest, executors, administrators, nominee(s), assignees and liquidators of the **SECOND PART**.;

AND

Pt. BD Sharma University of Health Sciences, an autonomous body fully funded by the Government of Haryana, having its office at Administrative block, **Pt. BD Sharma University of Health Sciences, Rohtak, 124001 Haryana through its Registrar, Dr. H.K. Aggarwal** (hereinafter referred to as "UHS"), which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its legal representatives, successors-in-interest, executors, administrators, nominee(s), assignees and liquidators of the **THIRD PART**.;

The SDBH, the MF and the UHS shall be jointly referred to as the **PARTIES** and individually as the **PARTY**.

WHEREAS SDBH is specialized in in-vitro diagnostics founded with the goal of contributing to improve the quality of life through fast and accurate diagnosis of disease and is well recognized for its quality products and services.

WHEREAS MF is a Not-for-profit, Non-governmental organisation established in the year 1997 under the Indian Trusts Act, 1882 and registered under Section 12A of Income Tax Act and FCRA (Foreign Contributions Regulation Act).



Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

AND WHEREAS UHS is a State Government funded university regulating the medical education and research in various medical and allied health sciences institutions in the state of Haryana.

AND WHEREAS MOHAN is an acronym for Multi Organ Harvesting Aid Network and MF strives to promote and develop systems for ethical organ and tissue donation in the society.

AND WHEREAS MF represented to SDBH that MF is into the discussion with UHS for collaborating to make PGIMS Rohtak the first government hospital in Haryana to perform affordable Kidney Transplant Program (hereinafter referred to as "project").

AND WHEREAS MF has entered into a MOU dated 19th February, 2021 with UHS as per which UHS along with PGIMS Rohtak shall work towards promoting deceased organ donation and transplantation in the state of Haryana and for empanelling and employing 2 (two) Nephrologists for making affordable Kidney transplant for the prospective patients.

AND WHEREAS SDBH, under its Corporate Social Responsibility activities, has agreed to support the salaries of 2 (two) Nephrologists who will be empanelled and employed by MF at PGIMS (Rohtak) under this agreement.

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements contained herein, the parties hereto agree as follows:

1. BACKGROUND & SCOPE OF PROJECT


There is a wide gap between patients who need transplants and the organs that are available in India. An estimated around 1.8 lakh persons suffer from renal failure every year, however the number of renal transplants done is around 10,500.

Within the country there is a huge disparity between States. While some Southern States have the state framework to take forward the transplantation programme, a majority of the States, including Haryana have yet to implement this programme in a systematic manner in spite of it having adopted the amended Transplantation of Human Organs Act.

There are 59 government hospitals in Haryana, according to the annual administrative report of the Health Department, Haryana, for the year 2016-17. However, there is no activity happening in these hospitals as far as transplantation is concerned.

In the 56 registered private hospitals in the state, transplantation is only happening in a few select multi & super specialty care hospitals in cities of Gurugram, Faridabad and Panchkula that are in close proximity to the capital Delhi.

PGIMS (Rohtak) has all the necessary infrastructure for kidney transplants in terms of dedicated Operation Theatres, transplant ICUs and transplant surgeons; however, PGIMS (Rohtak) is not able to attract Nephrologists with transplant experience as per government pay scale, without whom the transplant program cannot be started and sustained.


Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

Therefore, to bridge the aforesaid gap and in a unique public private partnership model to make affordable organ transplant, MF has executed an MOU with UHS to support by empanelling and employing 2 (Two) Nephrologists with transplant experience on its payroll which would be financed by SDBH under its Corporate Social Responsibility activities.

2. TERM & EFFECTIVE DATE

This Agreement shall be valid for the period of 1 (one) year effective from the date on which Nephrologists join the Department at PGIMS, Rohtak.

3. FUNDS

That as per the scope of project and Corporate Social Responsibility, SDBH shall contribute an amount of INR 75,00,000/- (Rupees Seventy Five Lakh Only) pertaining to the salary of two (2) Nephrologists towards the scope of the project as per the following schedule:

Payment Schedule :

- ✓ To be filled and finalised

4. DISBURSEMENTS

4.1 SDBH shall make disbursement of funds in Indian Rupees to MF in the following bank account of MF through RTGS/NEFT:

Bank Account Details of MF:


Bank name: Union Bank of India
Name of Ac holder: MOHAN Foundation
Account no: 520101204768620
IFSC Code: UBIN0920550
Branch name: Sushant Lok, Gurugram

4.2 MF shall submit fund utilization statements along with the salary transfer receipts to SDBH on a monthly basis or as and when required by SDBH.

4.3 In the event of failure of submitting salary transfer receipts with SDBH, SDBH shall reserve the right to withhold or reduce the amount instalment, amount of funds mentioned in the payment schedule Clause 4.

5. OBLIGATIONS AND RESPONSIBILITIES OF MF

5.1 MF will assist in selecting and appointing the two nephrologists with kidney transplant experience for PGIMS Rohtak.


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- 5.2 MF will disburse the monthly salaries of both the Nephrologists by the first week of the subsequent month.
- 5.3 MF shall be responsible for all acts and omissions of its Doctors, staff and any persons, associations, institutions engaged by the MF whether or not in the course of implementing and execution of this Agreement and for the health, safety and security of such persons or entities and their property.
- 5.4 MF will create a report every 3 months of the progress in collaboration with the nephrologists.
- 5.5 Senior MF representative will have meetings with the reporting authority, the two appointees and any other medical or non-medical personnel once in 3 months to smoothen the workings.
- 5.6 MF would do a SWOT once at the start and again another assessment at 6 months.

6. OBLIGATIONS AND RESPONSIBILITIES OF UHS

- 6.1 UHS shall ensure that the funds received by MF pursuant to Clause 3 of this Agreement are spent by MF in accordance with the terms of this Agreement and shall also ensure that obligations and responsibilities of MF as defined in this agreement are duly met by MF.
- 6.2 UHS shall at all time during the term of this agreement oversee the functions of MF with respect to this activity.

7. ACCOUNTS, RECORDS AND AUDIT

- 7.1 MF shall maintain all accounting records and documents in accordance with the instructions given. Non-compliance with the instructions by the MF will be a ground for termination of the agreement.
- 7.2 SDBH or its representatives / Auditors, on giving reasonable notice to MF, may visit the MF offices to review and audit the Accounts and records and the MF shall co-operate with such teams during the review, provide access to accounts and records pertaining to the scope of Project whether on computer or in manual form, provide copies of accounts and records, provide oral or written explanations of the accounts and records as may be reasonably required by SDBH.
- 7.3 If SDBH finds any errors or inaccuracies in the Accounts & Records of the MF, the MF shall, within 30 days of a written demand served by SDBH, carry out suitable rectification in its Accounts & Records, and inform SDBH of the same.


Registrar,
Pt. B.D. Sharma
University of Health Sciences,
5 Rohtak-124001 (Haryana)

7.4 Any information/document/record/details requested by SDBH would be promptly attended by MF and supplied within a reasonable time frame of one week (7 days).

8. REFUND OF UNUTILIZED/UNSPENT FUNDS

Any unspent or unutilized amount, (disbursed earlier by SDBH for the project to the MF), shall on completion of the project, be refunded to SDBH within 15 days of the completion of the project or termination of the Agreement, whichever is applicable.

9. CONTRACTUAL OBLIGATIONS

9.1 The MF shall not be entitled to payment of any amount or by way of compensation for termination of the Agreement for the causes mentioned above under clause 5.

9.2 In case of non-compliance of any term of this agreement, either party may serve a written improvement notice on the other party and such recipient party shall be obligated to take corrective action within 15 days from the date of receipt of the improvement notice.

9.3 The MF shall submit full accounts of the project in writing taking into account all receipts and payments and commitments incurred for the purposes of the Agreement and the termination. SDBH or its representative may carry out an audit of the Project along with the expenditure of accounts.


9.4 SDBH shall reimburse funds to the MF to meet approved or agreed expenses of the Programme and commitments related to the said PROJECT up to date of termination.

9.5 In the event of excess disbursement to the MF, SDBH shall demand and recover from the MF such excess disbursements and the MF would be liable to refund the excess disbursements within a period of 30 days of ascertainment of the final amount.

10. TERMINATION

SDBH may terminate this agreement after giving the due notice of 30 days to MF and on finding the non-compliance of the notice for improvement given to MF. However, such reasons for termination may be related in terms of the followings;

10.1 In the event of unsatisfactory performance of the project by MF, SDBH may, at its sole discretion and at any time, terminate the agreement and inform the MF of its decision in writing **which shall be final and binding on both the parties**. The Agreement shall stand terminated on the date as mentioned in the written communication. Unsatisfactory performance include:-


Registrar,
Pt. U.D. Sharma
6 University of Health Sciences,
Rohtak-124001 (Haryana)

- a) Delay in the appointment of Nephrologists;
 - b) In case funds are not disbursed to the Nephrologists in a timely manner;
 - c) Any other issue identified by SDBH;
- 10.2 In the event of unsatisfactory performance of the project by the MF for any reason such as incomplete work done/ no progress in the work found/ work not being implemented as specified under Scope of Project of this Agreement or non-performance of any obligation under this Agreement.
- 10.3 In the event, when the MF is found involved in any manner or form in corrupt practices or misappropriating the funds/ Assets, which belongs to, or has been marked for the Project activities and SDBH has sufficient grounds to believe so.
- 10.4 In the event of violation of any of the provisions specified in various clauses of this agreement and Terms of Reference that lead to a conflict which may affect the objectives of the programme, at any time of Agreement period.

11. FORCE MAJEURE


- 11.1 If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Agreement by the MF any event beyond the control of the parties to the Agreement, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the Agreement. From the date of the notification, SDBH shall at its discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 months.
- 11.2 If at the expiry of the second period of suspension, the reasons for the suspension still remain, SDBH and the MF shall treat the Agreement as terminated.

12. AMENDMENT

In case any amendments are required to any part of the Agreement, the Parties shall agree to incorporate such amendments and implement perform the same in the field. The Agreement shall be amended by written mutual consent of the parties to the Agreement. The amendments shall be documented and allotted a distinctive number <Amendment No>; <Date>.

13. SETTLEMENT OF DISPUTES& ARBITRATION

- 13.1 Should the Parties be unable to reach agreement on the meaning or interpretation of any of the clauses set out hereto or any other matters arising out of the


Registrar,
Pt. L. V. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

Agreement the matter in dispute shall be referred to the Managing Director of SDBH got amicably settlement.

13.2 All disputes arising between the parties shall be subjected to the jurisdiction of the Courts in Rohtak only and in no other courts.

13.3 If the parties failed to amicably settle the dispute, the Parties agree that any dispute, issue and difference between the parties hereto under or in respect of any matter under this Agreement which require clarification and deliberation; shall be referred for resolution by way of Arbitration to the exclusive jurisdiction of the Sole Arbitrator to be appointed as per the provision of the Arbitration and Conciliation Act, 1996, as amended up-to-date. each party shall appoint one Arbitrator and such Arbitrators shall mutually appoint a third Arbitrator, the parties further agree that the arbitration proceedings shall be conducted by fast track procedure as per the provisions of section 29b of arbitration and conciliation act, 1996 as amended by act no. 3 of 2016 (w.e.f. 23.10.2015), the seat of the arbitration shall be in the city of Rohtak. The Award made by the Arbitrator shall be final and binding on the parties hereto. The language of Arbitration proceedings shall be in English.

14. CONFLICT OF INTEREST

14.1 Neither the MF, its personnel or agent shall engage in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.

14.2 Subject to clause 14.1 above, the MF shall notify SDBH immediately of any such conflict and suggest / take immediate remedial measures under information to SDBH to ensure that the project is completed as per the terms and conditions agreed upon.

15. DISCLOSURE OF INFORMATION

The MF shall not during or after the termination of the agreement disclose to any third party any confidential information arising from the agreement (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission of SDBH.

16. NOTICES

All notices required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand or e-mail with acknowledgement of receipt, confirmed facsimile or overnight courier to the addresses of the parties set forth herein. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier at the following address:


8 Registrar,
Pt. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

<p>To SDBH</p> <p>SD Biosensor Healthcare Pvt. Ltd</p> <p>Kind Attention: Mr. Sung Ho Kim</p> <p>Having its office at: Unit # 202 A-D, 2nd Floor, Tower – A, Unitech Signature Towers, South City – 1, Gurugram – 122001</p>	<p>To MF</p> <p>Mohan Foundation</p> <p>Kind Attention: Dr. Sunil Shroff</p> <p>Having its office at: B – 284F, Second Floor, Sushant Lok – 1, Gurugram – 122002, Haryana</p>
<p>TO UHS</p> <p>Kind Attention: Dr. H.K. Aggarwal, Registrar.</p> <p>Having its office at: Pt. B.D. Sharma University of Health Sciences, Rohtak-124001</p>	

17. RELATIONSHIP

The relationship between the Parties is that of independent persons. Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, Client or employment relationship between the Parties and neither Party shall hold itself out as an agent for the other Party. This Agreement is on a 'principal to principal' basis and neither party shall describe itself as an agent or representative of the other Party, or make any representations or give any warranties/ assurances to a Person which may require the other Party to undertake or be liable, whether directly or indirectly, for any obligation and or responsibility to a Person, or enter into contracts on behalf of the other Party.

18. COUNTERPARTS

This Agreement is being executed in two (2) number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and Parties have executed this Agreement by signing two (2) originals which shall be the counterparts for each other.

19. SEVERABILITY


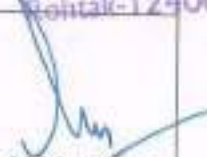
If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.


 Registrar,
 Pt. B.D. Sharma
 University of Health Sciences,
 Rohtak-124001 (Haryana).

20. CONSTRUCTION OF THE AGREEMENT

The Agreement shall be governed by and construed in accordance with the laws of INDIA.

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement on the date and place first above mentioned.

Signed and Sealed on behalf of	Signed and Sealed on behalf of	Signed and Sealed on behalf of
SD Biosensor Healthcare Private Limited	Mohan Foundation	Pt. BD Sharma University of Health Sciences
Signed By: Name: Mr. Sung Ho Kim Designation:	Signed By: Name: Dr. Sunil Shroff Designation: Managing Trustee	Signed By:  Name: Dr. H.K. Aggarwal Designation: Registrar
<u>Witnesses:</u> 1.	<u>Witnesses:</u> 1.	<u>Witnesses:</u> Signed By:  Name: Dr. Sukhbir Singh Designation: Associate Prof., Department of Hospital Administration, PGIMS, Rohtak.

Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)



हरियाणा HARYANA

A 697595

Dated: 19th March 2018

MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN

MINISTRY OF YOUTH AFFAIRS AND SPORTS

AND

PT.B.D. SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

This Memorandum of understanding by and between the Ministry of Youth Affairs and Sports (Hereinafter called MYAS) located at Shastri Bhawan New Delhi-110001

And

Pt. B.D. Sharma University of Health Sciences, Rohtak (Hereinafter called UHS, Rohtak) to establish Department of Sports Medicine ((Ministry of Youth Affairs and Sports) and promote Higher Education and Research in Sports Medicine in the University and provide Medical and Scientific Support to the Athletes.

सुनील-गंग / SUNIL GANG
उप सचिव / Deputy Secretary
युवा सार्वजनिक एवं खेल मंत्रालय
Ministry of Youth Affairs & Sports
भारत सरकार, नई दिल्ली
Govt. of India, New Delhi



हरियाणा HARYANA

A 697589

1. Objectives of The MoU

- a) To enhance Sports Sciences/Sports Medicine education in the country in joint collaboration with Universities and Medical Colleges in India/Abroad to enhance performance of the Athletes.
- b) To create High performance sports science/sports medicine centers in the Universities/Medical Colleges and to develop talented athletes by Imparting Scientific training to sports persons.
- c) To promote research and innovation in Sports Sciences/Sports Medicine in the Universities/Medical Colleges so as to bring up the research in sports at par with international level.

2. Technical areas of collaboration

- a) Academics

UHS, Rohtak will conduct post graduate and Doctoral programs and Certification programs in Sports Sciences/Sports Medicine in various disciplines.

सुनील गर्ग / SUNIL GARG
उप सचिव / Deputy Secretary
युवा कल्याण एवं खेल विभाग
Ministry of Youth Affairs & Sports
भारत सरकार, नई दिल्ली
Govt. of India, New Delhi

b) **Research and Innovation:**

UHS, Rohtak will conduct Research and Innovation in multi-disciplinary research areas of Sports Science/Medicine which will lead to enhancement of Sports performance. Universities/Medical Colleges would establish strong networking with researchers in India and abroad to focus on research and exchange of information in the field of Sports Science/Sports medicine.

c) **Support to high performance sports person**

UHS, Rohtak will support high performance sports person preparing for National and International competitions and other MYAS and SAI schemes and should work more closely with National and State sports organizations. Data and record of the sports persons should be managed by the centre and may be shared with the counterparts.

d) **PhD Registration and Research Fellows:**

With the mutual consent of Sports Authority of India (SAI) and Medical College/University the research fellows working in Sports Authority of India would be permitted to register for PhD degree to be awarded by the University/Medical College under Joint supervision of the research project.

e) **Funding**

MYAS will provide total estimated amount of Rs. 12.05 crore in 5 years to cover expenditure relating to Faculty/Scientist, Supporting staff, Equipment, Computer, AMC, Consumable and library. After 5 years the University will become self reliant to continue the scheme.

f) **Report**

UHS, Rohtak will submit quarterly report on the progress of work to MYAS. In case it is seen that the work done is not satisfactory and MYAS considers abandoning the project due to this, the assets created through the grants of this ministry will be taken over by this ministry accordingly.

3. Confidentiality

- a) The MYAS and UHS, Rohtak agree to hold in confidence all information/data designated by the MYAS as being confidential which is obtained from either MYAS or created the performance of the MoU and will not disclose the same to any third party.
- b) The above confidential clause under this MoU excludes the information/data possessed by MYAS or UHS, Rohtak before entering into this MoU or independently developed, and/or information already available through Public Domain.



SUNIL GARG
उप सचिव / Deputy Secretary
युवा क्रीडाकर्म एवं खेल-संसाधन
Ministry of Youth Affairs & Sports
महानगर सरकार, नई दिल्ली
Govt. of India, New Delhi

4. Duration of MoU

The MoU will remain in force initially for 5 year of duration. This MoU may be amended, renewed and terminated by mutual written agreement of the MYAS and at any time.

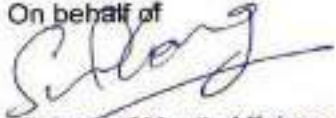
5. Coordinators

Both MYAS and UHS, Rohtak will designate persons who will have responsibility for co-ordination and implementation of this agreement.

6. Signed in duplicate

This MoU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below the UHS, Rohtak acting by their duty authorized officers, have caused this Memorandum of Understanding to be executed, effective as on the day and year first written above.

On behalf of


Ministry of Youth Affairs and Sports
New Delhi
Deputy Secretary
युवा कार्यक्रम एवं खेल मंत्रालय
Ministry of Youth Affairs & Sports
विश्व शासन, नई दिल्ली
Govt. of India, New Delhi

On Behalf of


Dr. H.K. Aggarwal Registrar,
P.L.B.D. Sharma University of
Health Sciences, Rohtak

1. Name _____

Signature _____

Designation & Address _____

2. Name _____

Signature _____

Designation & Address _____

3. Name Dr. Anish Devgan

Signature 

Designation & Address Sr. Professor

Department of PCIM, Rohtak (Haryana)
9212200712

4. Name Anil Kumar

Signature 

Designation & Address Clere

Op. Vice-Chancellor, UMS, Rohtak

Dated: 19th March 2018

Place: _____



हरियाणा HARYANA

T 994758

MEMORANDUM OF UNDERSTANDING

between

**PT. BHAGWAT DAYAL SHARMA
UNIVERSITY OF HEALTH SCIENCES, ROHTAK**

and

**DEENBANDHU CHHOTU RAM UNIVERSITY
OF SCIENCE AND TECHNOLOGY, MURTHAL, SONEPAT**

This Memorandum of Understanding (MoU) is entered into on the Nov. 22, 2018 between Pt. B.D. Sharma University of Health Sciences, Rohtak (hereinafter called UHS) and Deenbandhu Chhotu Ram University of Science and Technology, Murthal (hereinafter called DCRUST). The purpose of MoU between DCRUST and UHS is to promote Academic/Research/Healthcare/Extra-curricular activities and any other, if deemed appropriate by mutual consent of both the parties.

Objectives:

1. DCRUST and UHS, Rohtak may undertake joint educational and scientific research projects within the specified areas of interest to promote academic and research interactions and co-operations.
2. Project Proposal(s) may be formulated jointly by the concerned faculty of DCRUST and UHS, if so agreed mutually.
3. Joint sponsored projects could be undertaken with both long term and short term goals in keeping with the interests/philosophies of respective universities.

4. Joint academic/research /healthcare and extra-curricular activities could be undertaken at both university campuses.

Exchange/Deputation of Staff:

1. Both universities shall encourage lectures by the faculty/scientists of the other university in the area of academic exchange, scientific cooperation and various other facilities including healthcare, sports, extra-curricular facilities etc. Visiting scientists and appropriately qualified faculty members from either university shall be paid honorarium by the host University for the lectures delivered at mutually agreed rates.
2. There shall be a provision whereby eminent visiting faculty/scientists with specialization in the areas of cooperation at either university shall be encouraged to visit the other University for delivering lecturers/teaching.

Joint Conferences/Workshops/Courses:

1. Both universities agree to hold/conduct, wherever feasible, Joint conferences/ workshops/ training courses within the areas of common scientific interest/cooperation.

Sharing of Facilities:

1. Both DCRUST and UHS agree to share their respective important Research and Development (R&D) facilities in order to promote academic and research interactions in a user friendly manner with a spirit of healthy cooperation and professionalism in accordance with the guidelines set forth for such purpose.
2. The two universities agree to exchange software, and other material and components developed in the area of science and technology, if permissible, within rules governing the two universities.
3. Both DCRUST and UHS agree to provide access to their libraries to the students of each other for a specified period on case to case basis upon receiving such a request forwarded by the concerned Head of Department.
4. Both shall continue to provide uninterrupted passage to bona fide members of each other into their areas.

Doctoral/Masters Program Supervision

1. There shall be provision for joint supervisions/guidance with the UHS and the DCRUST faculty for M.D/Ph. D/M.Phil/other PG courses, etc. for registration in either university if so, or in a manner permitted under the respective ordinances of both the universities.
2. UHS shall extend facility to DCRUST students without engaging in a financial or other liability, wherever and under the circumstances feasible, registered for Ph.D or Masters degree courses to carry out their clinical training/thesis/ dissertation or project with one of the qualified UHS faculty member of the concerned department acting as co-supervisor and vice-versa and in a manner prescribed or as per the regulations/guidelines/instructions of the concerned program.

Areas of Cooperation:

The areas of cooperation and the mutual interest shall be clearly defined and modified by the Coordination Committee set up for the purpose with prior approval of competent authority of both the universities.



Handwritten signature and initials.

Coordination Committee:

The Coordination Committee consisting of following members shall be constituted to take policy decisions and coordinate and monitor the progress of collaborative research programme in mutual areas of interest between the two universities.

1. Vice-Chancellor, UHS or his representative
2. Vice-Chancellor, DCRUST or his representative
3. Dean Academic Affairs, UHS
4. Dean Academic Affairs, DCRUST
5. Registrar, UHS
6. Registrar, DCRUST
7. Dean, PGIMS
8. Director Research, DCRUST
9. One Senior Professor/ Professor from UHS shall act as Nodal Officer, UHS.
10. One Senior Professor/ Professor from DCRUST shall act as Nodal Officer, DCRUST.

The Nodal Officers shall liaise with members of the Co-ordination Committee for facilitating successful implementation/ continuation/ termination of such collaboration.

The Coordination Committee shall:

Meet at least once a year to


- a. Review the progress of identified research programmes.
- b. Approve new R&D proposals for joint collaborations and implementation on case to case basis including intellectual property rights (IPR) and financial arrangement.
- c. Consider various policy issues and addition/deletion of areas of cooperation between the two universities during review.

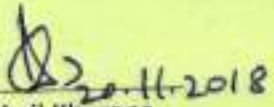
This MoU shall initially be valid for the period of five years from the date of its signing. During the period of its validity, the MoU can be modified, or amended at any time by the Coordination Committee by mutual consent or terminated by either party giving a written notice of at least one month in advance. Both the parties will continue the work during the notice period. In the event of any emergent situation, accidental in nature or pertaining to loss of or risk to life in any way or due to natural calamities or such eventualities affecting the prestige of either university and under circumstances beyond control of either university, Vice-Chancellor of either of the two universities shall be empowered to terminate this MoU without prior notice, but complete justification by citing the reasons of such a decision be conveyed to the other party.

All disputes relating to this MoU shall be subject to the jurisdiction of the District Courts, Rohtak. Efforts shall be made to settle disputes, if any, through Arbitrator. The Arbitrator shall be appointed with the mutual consent of both the parties. Names of three Arbitrators shall be suggested by the interested party, out of which one may be approved by the other party within a period of two weeks of receipt of the panel consisting of the names of competent personalities. In case there could not be the mutual consent on the Arbitrator then the Arbitrator at Rohtak shall be appointed as per the Arbitration & Conciliation Act of India. Each party shall be liable for non-performance or indemnity for causing loss to patents and not abiding by the responsibilities and liabilities.





In witness where the two parties have signed this Memorandum of Understanding by the hand of Prof. (Dr.) H.K. Aggarwal, Registrar on behalf of Pt. B.D. Sharma, University of Health Sciences, Rohtak and by the hand of Prof. Anil Khurana, Registrar on behalf of Deenbandhu Chhotu Ram University of Science and Technology, Murthal in the esteemed presence of Vice-Chancellor of both the universities, on date, month and year referred to above.

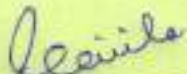
Signature 
Name : Prof. (Dr.) H.K. Aggarwal
Registrar, Pt. B.D. Sharma
University of Health Sciences,
Rohtak.
Email Id. registrar.uhsrohtak@gmail.com

Signature 
Name: Prof. Anil Khurana
Registrar, Deenbandhu Chhotu
Ram University of Science &
Technology, Murthal, Sonapat
Email Id. registrar@dcrustin.org


Witness (Name & Designation):
UHS, Rohtak


1. Signature 
Dr. Rohtas K. Yadav
Dean Academic Affairs
UHS, Rohtak
rohtaskryadav@gmail.com

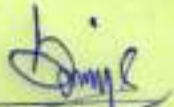
2. Signature 
Dr. Sanjay Tewari
Principal,
PGIDS, Rohtak

3. Signature 
Dr. Sarita Magu
Sr. Prof. Deptt. of Radio diagnosis,
PGIMS, Rohtak

DCRUST, Murthal

1. Signature 
Dr. Manoj Duhari
Professor & Chairman
ECE Department,
DCRUST, Murthal

2. Signature 
Dr. Priyanka
Professor, ECE Department,
DCRUST, Murthal

3. Signature 
Pawan Kumar Dahiya
A.P., ECE Department,
DCRUST, Murthal



MAHARSHI DAYANAND UNIVERSITY ROHTAK

(A State University established Haryana Act No. XXV of 1975)
'A+' Grade University Accredited by NAAC

Receipt No. 7703
Date 10/11/2020
Registrar Office
Pt. B.D. Sharma Rohtak

No.AC-VI/20/15377
Dated 09/11/2020

To

The Registrar,
Pt. B.D.Sharma,
University Health Sciences,
Rohtak

Sub: Renewal of MoU signed between Pt. B.D. Sharma University of Health Sciences (UHS), Rohtak and Maharshi Dayanand University (MDU), Rohtak to promote Academic/Research/Health Care/Extra Curricular activities etc..

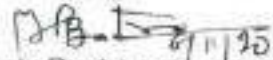
Sir,

Kindly refer to your letter no. UHSR/Reg./F-4/2020/579 dated 02.07.2020 on the subject cited above.

In this connection, I am directed to inform you that a meeting of the Committee in the matter was held on 17.08.2020. The Vice-Chancellor has been pleased to approve the recommendations of the Committee and has ordered that the MoU be renewed for further 5 years from 21.09.2020 onwards keeping in view of the interest of both the Universities.

A copy of the MoU is enclosed herewith for your perusal.

Yours faithfully,



Deputy Registrar (Academic)
for Registrar

Encl As above

Copy to:

Prof. J.P.Yadav, Dean, Faculty of Life Sciences, M.D.University, Rohtak
alongwith copy of MoU


Secretary


10/11/2020



हरियाणा HARYANA

M 508296

MEMORANDUM OF UNDERSTANDING

between

PT. BHAGWAT DAYAL SHARMA
UNIVERSITY OF HEALTH SCIENCES, ROHTAK

and

MAHARSHI DAYANAND UNIVERSITY, ROHTAK

This Memorandum of Understanding (MoU) is entered into on the 21st September, 2015 between Pt. B. D. Sharma University of Health Sciences (UHS), Rohtak and Maharshi Dayanand University (MDU) Rohtak. The purpose of MoU between MDU and UHS is to promote Academic/Research/Healthcare/Extra-curricular activities and any other, if deemed appropriate by mutual consent of both the parties.

Objectives:

1. MDU and UHS, Rohtak may undertake joint educational and scientific research projects within the specified areas of interest to promote academic and research interactions and co-operations.
2. Project Proposal(s) may be formulated jointly by the concerned faculty of MDU and UHS, if so agreed mutually.
3. Joint sponsored projects could be undertaken with both long-term and short-term goals in keeping with the interests and philosophies of respective universities.
4. Joint academic/research/healthcare and extra-curricular activities could be undertaken at both university campuses.

Exchange/Deputation of staff:

1. Both universities shall encourage lectures by the faculty/scientists of the other university in the area of academic exchange, scientific cooperation and various other facilities including healthcare, sports, extra-curricular facilities, etc. Visiting scientists and appropriately qualified faculty members from either university shall be paid honorarium by the host university for the lectures delivered at mutually agreed rates.
2. There shall be a provision where by eminent visiting faculty/scientists with specialization in the areas of cooperation at either university shall be encouraged to visit the other university for delivering expert lectures/teaching.

Joint Conferences/Workshops/Courses:

1. Both universities agree to hold/conduct, whenever feasible, joint conferences/workshops/training courses within the areas of common scientific interest/cooperation.

Sharing of Facilities:

1. Both MDU and UHS agree to share their respective important Research and Development (R&D) facilities in order to promote academic and research interactions in a user friendly manner with a spirit of healthy cooperation and professionalism in accordance with the guidelines set forth for such purpose.
2. The two universities agree to exchange software and other material and components developed in the area of science and technology, if permissible, within rules governing the two universities.
3. Both MDU and UHS agree to provide access to their libraries to the students of each other for a specified period on case to case basis upon receiving such a request forwarded by the concerned Head of Department.
4. Both shall continue to provide uninterrupted passage to bonafide members of each other into their areas.

Doctors/Masters Program Supervision

1. There shall be provision for joint supervision/guidance with the UHS and the MDU faculty for M.D/Ph.D/M.Phil/other PG courses, etc. for registration in either university if so, or in a manner permitted under the respective ordinances of both the universities.
2. UHS shall extend facility to MDU students without engaging in a financial or other liability, whenever and under the circumstances feasible, registered for Ph.D or Masters degree courses to carry out their clinical training/thesis/dissertation and project work at UHS with one of the qualified UHS faculty member of the concerned department acting as co-supervisor and vice-versa and in a manner prescribed or as per the regulations/guidelines/instructions of the concerned program.

Area of Cooperation:

The areas of cooperation and the mutual interest shall be clearly defined and modified by the Coordination Committee set up for the purpose with prior approval of competent authority of both the universities.

Coordination Committee:

The Coordination Committee consisting of following members shall be constituted to take policy decisions and coordinate and monitor the progress of collaborative research programme in mutual areas of interest between the two universities.

- (i) Vice Chancellor, MDU or his representative
- (ii) Vice Chancellor, UHS or his representative
- (iii) Dean Academic Affairs, MDU
- (iv) Dean Academic Affairs, UHS
- (v) Registrar, MDU
- (vi) Registrar, UHS
- (vii) Director Research, MDU
- (viii) Director PGIMS
- (ix) One faculty member of the level of Senior Professor from UHS shall be designated as Member Secretary/Coordinator of the Committee for the purpose of facilitating successful implementation/continuation/termination of such collaboration.

Superintendent (Academic)
Maharshi Dayanand University,
ROHTAK


The Coordination Committee shall

- Meet at least once a year to
- review the progress of identified research programmes
 - approve new R&D proposals for joint collaborations and implementation on case to case basis including intellectual property rights (IPR) and financial arrangements.
 - consider various policy issues and addition/deletion of areas of cooperation between the two universities during review.

This MoU shall initially be valid for the period of five years from the date of its signing. During the period of its validity, the MoU can be modified, or amended at any time by the Coordination Committee by mutual consent or terminated by either party giving a written notice of atleast one year in advance. In the event of any emergent situation, accidental in nature or pertaining to loss of or risk to life in any way or due to natural calamities or such eventualities affecting the prestige of either university and under circumstances beyond control of either university, Vice-Chancellor of either of the two universities shall be empowered to terminate this MoU without prior notice, but complete justification by citing the reasons of such a decision be conveyed to the other party.

All disputes relating to this MoU shall be subject to the jurisdiction of the District Courts, Rohtak. Efforts shall be made to settle disputes, if any, through Arbitrator. The Arbitrator shall be appointed with the mutual consent of both the parties. Names of three Arbitrators shall be suggested by the interested party, out of which one may be approved by the other party within a period of two weeks of receipt of the panel consisting of the names of competent personalities. Each party shall be liable for non-performance or indemnity for causing loss to patients and not abiding by the responsibilities and liabilities.


In witness where the two parties have signed this Memorandum of Understanding by the hand of Prof. (Dr.) Sarla Hooda, Registrar on behalf of Pt. B. D. Sharma University of Health Sciences, Rohtak and by the hand of Dr. S. P. Vata, Registrar on behalf of Maharshi Dayanand University, Rohtak in the esteemed presence of Vice-Chancellors of both the universities, on date, month and year referred to above.


Signature 
Name: Prof. (Dr.) Sarla Hooda
Registrar, Pt. B.D.Sharma
University of Health Sciences,
Rohtak


Signature 
Name: Dr. S. P. Vata
Registrar, Maharshi Dayanand
University
Rohtak
Haryana (India)


Dated: 21st September, 2015

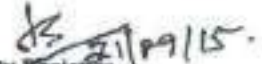
Witness (Name & Designation):



1. Prof. (Dr.) V.K. Jain
Pro Vice Chancellor
Pt. B.D.Sharma University
of Health Sciences, Rohtak


1. Dr. V.K. Sharma
Director Research
M.D. University, Rohtak


2. Prof. (Dr.) R.K. Gupta
Director, Pt. B.D.Sharma Postgraduate
Institute of Medical Sciences, Rohtak


2. Dr. J.P. Yadav
Prof. Department of Genetics
M.D. University, Rohtak


3. Deputy Registrar
Pt. B.D.Sharma University
of Health Sciences, Rohtak


3. Deputy Registrar
M.D. University Rohtak

The above MoU had been renewed further for 5 years from 21.09.20 on wards.

Superintendent (Academic)
Maharshi Dayanand University,
Rohtak


Deputy Registrar (Academic) 3/11/21
Maharshi Dayanand University
Rohtak

Amdevt



Indian-Non Judicial Stamp
Haryana Government



Date : 17/11/2021

Certificate No. R0Q2021K399



Stamp Duty Paid : ₹ 101

GRN No. 84206085



Rs. 0.00

Penalty : ₹ 0

Rs. 0.00

Deponent

Name : Registrar Uhs Rohtak
H.No/Floor : X Sector/Ward : X Landmark : X
City/Village : Rohtak District : Rohtak State : Haryana
Phone : 82*****78



Purpose : M O U to be submitted at Any office

MAHIO PARSAD SEIII
STAMP VENDOR, ROHTAK

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING.

Between

PT. B.D. SHARMA UNIVERSITY OF HEALTH SCIENCES

AND

ASHOKA UNIVERSITY

This Memorandum of Understanding ("MOU") is entered into on this 23rd day of November 2021 by and between:

Pt. B.D. Sharma University of Health Sciences ("UHS") having its place of business at UHS2, Dariyao Nagar, Rohtak, Haryana, 124001, India, represented by and through its Post Graduate Institute of Medical Sciences (PGIMS) and

Ashoka University ("ASHOKA"), a private, non-profit University offering multidisciplinary courses in liberal arts and sciences, having its Campus at Rajiv Gandhi Education City, Sonapat, Haryana 131029, India, represented by and through its Trivedi School of Biosciences by its Registrar, Sachin Sharma.

Here in after referred to individually as a "Party" and collectively as the "Parties".

WHEREAS UHS is a leading research university where researchers and students are making contributions in biomedical science, medical education and clinical care and UHS has the mission to provide excellent knowledge as well as rigorous training that prepares students to meet scientific and clinical challenges. With the highest caliber faculty, standards of education, state-of-the-art facilities for medicine, research and patient care, UHS is home to PGIMS - one the best medical institutions in India.

WHEREAS ASHOKA is a pioneer in its focus on providing education that has strong emphasis on foundational knowledge with an inter-disciplinary approach, supported through academic research and hands-on experience with real world challenges. Biological science and its applications for addressing societal problems is a key area of academic focus. This is proposed to be furthered by the Trivedi School of Biosciences (TSB), which will focus on emerging and frontier areas of biosciences through three interconnected and interdisciplinary

research centers—Center for Disease Biology, Center for Inflammation Biology, and Center for Synthetic Biology. These centers will carry out cutting edge research and support the training of future leaders to enable better understanding of diseases and catalyze the development of novel solutions that address health challenges in India.

WHEREAS the Parties recognize the mutual interest in:

Promoting and conducting high-quality research to strengthen and accelerate the development of lifesaving prevention, treatment and management tools and solutions against the diseases that are of public health priority in India, through joint research activities and academic interchanges on the basis of complementarity, synergies, reciprocity, and mutual benefit.

SECTION I

GENERA LSCOPE

1. This MOU establishes the general framework of intended collaboration for promoting and conducting research on **human immunology, vaccines, infectious, chronic, and non-communicable diseases**.
2. The Parties intend to strengthen their collaboration, in conformity with the mission and objectives of each Party, to cover, inter-alia, the following:
 - a. Build joint collaborative research project/program that integrates leading edge basic, translational and clinical research around decoding the human immune system, of host-pathogen interactions and the generation of effective immunity to accelerate the development of new diagnostics, vaccines and immune therapies – with special interest in hard-to-treat and emerging infectious diseases, autoimmune diseases, cancers and other chronic metabolic disorders.
 - b. Advancing interdisciplinary research in basic and applied immunology, and also in allied areas of modern biotechnology, biological sciences, computational biology, and molecular medicine.
 - c. Exchange of materials and information based on mutual capabilities and synergies for development of tools and solutions that prevent and cure diseases.
 - d. Joint training, fellowships, exchange visits, knowledge and technology transfer for cross-learning, capacity building for recruiting and developing a diverse group of students, researchers and innovative leaders in biomedical science, public health, medical education, and clinical care.
 - e. Organize symposia, conferences, meetings, including, but not limited to education, advocacy and creating an enabling environment around the conduct of human immunology research studies.
 - f. Facilitate knowledge sharing and communication among scientists, epidemiologists, clinicians, public health professionals and industry in research areas of mutual interest.
 - g. Explore joint funding and resource mobilization efforts.
 - h. Any other area as mutually decided between the Parties if and to the extent consistent with applicable statutes, regulations and policies.

The implementation of each part will be addressed in a subsequent agreement as and where needed.

3. The Parties may collaborate in any other manner as by mutual arrangement (or as determined jointly). All activities described in and/or pursued by the Parties under this MOU are subject to the availability of personnel, resources, and funds. The MOU imposes no obligations on the Parties, including funding obligations.



SECTION 2

RESPONSIBILITIES OF THE PARTIES

1. UHS will provide:
 - a. PGIMS's expertise in conducting clinical research in human subjects including subject recruitment, acquiring consent, sample collection, and related activities within the scope of research involving human subjects.
 - b. PGIMS will serve as the clinical center for sample collection from individuals who have volunteered to participate in research studies. The human samples collected by PGIMS will be used for further processing and analysis; each to be done on-site at UHS or after transport to ASHOKA.
 - c. Facilitation of collaborative research by sharing of data, resources, and knowledge arising from it.
 - d. Access to clinical research samples within the applicable scope of the rules governing ethical research in human subjects.
 - e. Facilitation of visits of ASHOKA personnel to UHS within the applicable scope of the rules.

REGISTRAR, UHS is responsible for the conduct of the above-mentioned research, in adherence with ethical guidelines and approval from the Institutional Ethics Committees of ASHOKA and participating hospitals/clinical centers.

2. ASHOKA will provide:
 - a. Facilitation of collaborative research by sharing of data, resources, and knowledge arising from it.
 - b. Formulation of standardized experimental, analysis and data storage protocols.
 - c. Facilitation of visits of UHS personnel to ASHOKA within the applicable scope of the rules.
 - d. Access to network of scientists, clinicians, samples, clinical data, equipment, technology platforms, and core facilities.
 - e. Engagement with industry, start-ups, innovation centers and other relevant Indian institutions for accelerating joint research initiatives.
 - f. Arrangement for series of structured joint workshops, mentoring programs and academia-industry interactions for capacity building.
 - g. Formulation and conduct of research and publications using the technology and information gathered from joint projects.

Ashoka University is responsible for the conduct of the above-mentioned research, in adherence with ethical guidelines and approval from the Institutional Ethics Committees of ASHOKA and participating hospitals/clinical centers.

SECTION 3

INTELLECTUAL PROPERTY

1. Each party will retain ownership of any proprietary materials that it had invented, created, developed, or otherwise generated or acquired before commencement of the relationship governed by this MOU ("Pre-existing Materials"). No license or other permission to use any Pre-existing Materials is granted or implied by this MOU or any activities conducted hereunder, even if Pre-existing Materials are incorporated into or used in connection with any activities or projects conducted pursuant to this MOU.
2. The parties acknowledge that proprietary materials may be invented, created, developed, or otherwise generated or acquired in connection with the relationship and activities contemplated by this MOU. The parties agree that ownership of any such proprietary



materials shall be governed and determined by applicable law. To the extent that applicable law would grant sole ownership of any such proprietary materials to a party to this agreement or to any individual employee or other representative of a Party, all such rights are expressly reserved, and this MOU and any activities conducted hereunder shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any other party. To the extent that applicable law would grant joint ownership of any such proprietary materials to two or more parties to this agreement or any of their individual employees or representatives, all such rights are expressly reserved, and this MOU and any activities conducted here under shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any party that is not a joint owner and shall not waive or alter the rights of any joint owner.

3. The parties acknowledge that the activities of any other individual employees or other representatives shall be subject to the intellectual property policies of their respective institutions.
4. Proprietary materials may include but are not limited to inventions, trade secrets, techniques, research, data, data compilations, or copyrightable expression.
5. Any manuscripts or other potential publications or distributions resulting from joint research carried out in the framework of the MOU must be reviewed and approved by UHS and ASHOKA before they are submitted to an outside party.
6. Projects of co-edited works or any other project will be addressed in agreements which specify the obligations and the rights of the parties.
7. Neither Party may use any identifying marks of the other without the express written permission of the other Party.

SECTION 4

MONITORING AND EVALUATION

1. The Parties intend to establish a Joint Steering Committee (JSC) to further elaborate the details of cooperation and to oversee the implementation of this MOU. The JSC is intended to be used for outlining the development of strategic plans for collaboration, recommending areas and topics for joint activities, developing collaborative research project solicitations, facilitating the expedited review and clearance of collaborative proposals, fostering other joint activities to advance research on human immunology and disease, monitoring of specific programs or projects, defining the financial, operational and administrative terms of cooperation and arranging any required supplementary agreements.
2. The members of the JSC shall be identified by the Parties, and a co-chair may be chosen by each side. The Parties shall decide on the number of members, which shall be no less than four (two selected by each Party). The JSC may meet regularly via videoconference, teleconference, web-assisted conference, or in face-to-face meetings when both Parties agree. Notwithstanding the foregoing, the Parties intend the JSC to meet at least once a year, or at any time agreed upon by the Parties, to review the implementation of the MOU. In certain circumstances if a meeting cannot be held, the Parties intend that JSC members shall exchange documents in lieu of such meeting. The composition of the JSC and venue for its meeting may be mutually decided upon by the Parties.



SECTION 5

COMPLIANCE

1. The Parties recognize that the ethical and proper conduct and administration of joint research programs, projects, and activities must be compliant with all pertinent rules, regulations, policies, procedures, and laws of the Government of India, state government and other funding sources. These policies include, without limitation, institutional, as well as national and international policies, and standards that apply to effort certification, cost accounting standards, regulations, and laws on the protection of human and animal subjects as well as transfer of biological material in any research, conflict of interest in research, institutional and individual relationships with vendors, academic misconduct, and nepotism.
2. The Parties agree that, in fulfilling their respective obligations and duties under this MOU, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.
3. The Parties represent, warrant, and agree that they have not, and will not, take any action related to or arising out of this MOU, which action in any way violates, or aids or abets any violation of the anti-corruption laws of any country. Specifically, and not in limitation of the foregoing, the Parties represent, warrant, and agree that they have not, and will not, in connection with this Agreement, request or make any offer, payment, gift, promise of payment or gift, or any authorization of an offer, payment or giving of money or anything of value to any government official, political party or official thereof, or to any candidate for political office, or to any other person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any government official, political party or official thereof, or candidate for political office, for the purpose of influencing any act or decision of such entity or person or inducing such entity or person to do or omit to do any act in order to obtain or retain business or otherwise secure any improper advantage.

SECTION 6

SETTLEMENT OF DISPUTES

The Parties intend to resolve any disputes or differences arising under this MOU amicably through mutual consultations and negotiations. Where a conflict in policies or law exists, the JSC will employ experts from UHS and ASHOKA to resolve the conflict. All disputes relating to this MoU shall be subject to the jurisdiction of the **District Courts, Rohtak**. Efforts shall be made to settle disputes, if any, through Arbitrator. The Arbitrators shall be suggested by the interested party, out of which one may be approved by the other party within a period of two weeks of receipt of panel. In case there could not be the mutual consent on the Arbitrator, then the Arbitrator at Rohtak shall be appointed as per the Arbitration & Conciliation Act of India. Each party shall be liable for non-performance or indemnity for causing loss to patents and not abiding by the responsibilities and liabilities.

SECTION 7

APPLICABLE LAWS

The Parties intend to perform all activities conducted pursuant to this MOU in accordance with the respective laws and regulations of India.



SECTION 8

TERM and TERMINATION

1. The MOU shall have a term of five (05) years from the date of execution. It is understood that this MOU may be subject from time to time to revision or modification by mutual agreement. Furthermore, any Party may terminate the MOU unilaterally with sixty (60) days prior written notice to the other Party [ies] in whole or in part as deemed prudent by any Party in its sole discretion. If the MOU is terminated neither Party shall be liable to the other for any monetary or other losses that may result.
2. This MOU is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of the institutions involved and to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either institution, nor may any constraints be imposed by either upon the other.

SECTION 9

CONFIDENTIALITY

1. "Confidential Information" means all non-public information that is marked as "confidential" or is otherwise designated by one party to the other party as confidential and which is disclosed by one party ("Disclosing Party") to the other party ("Recipient Party"), including but not limited to personally-identifiable information. The Recipient Party agrees to employ reasonable efforts to maintain the confidentiality of the Confidential Information, such efforts to be no less than the degree of care employed by the Recipient Party to preserve and safeguard its own confidential information, provided that the Recipient Party shall use at least reasonable care. The Confidential Information shall not be disclosed or revealed to anyone except to employees, agents, students and affiliates of the Recipient Party who have a need to know the Confidential Information and who have been informed of the confidential nature of the information.
2. The Recipient Party shall use the same level of care in protecting and securing Confidential Information as it uses for its own information of like kind and quality, but in no case shall the Recipient Party use less than a reasonable standard of care in protecting and securing Confidential Information. The Recipient Party acknowledges and agrees that said reasonable standard of care shall include, at a minimum, (a) restrictions on physical access to hard copies of Confidential Information of the Disclosing Party and to computers, storage media, or other devices that contain Confidential Information; and (b) industry standard technological safeguards to authenticate users and prevent unauthorized access and other intrusions. Additional security requirements may apply if Recipient Party is receiving any patient or student information.
3. For purposes of the MOU, Confidential Information shall not include information that (i) is or becomes publicly and generally known through no fault of Recipient Party; or (ii) can be established by Recipient Party to have been known to Recipient Party at the time of receipt; or (iii) is received by Recipient Party from a third party who is not bound by any obligation of non-disclosure. Recipient Party may disclose Confidential Information to the extent required by a court order or other legally obligatory request or demand, provided, however, that: (A) Recipient Party shall promptly notify the Disclosing Party of any such order, request, or demand; (B) Recipient Party shall refrain from disclosing any Confidential Information during the pendency of any motion or other legal request by disclosing party to prevent or narrow the scope of any order, request, or demand; (C) Disclosing Party shall disclose only as much Confidential Information as is legally required; and (D) Disclosing Party shall designate any Confidential Information disclosed as "confidential" pursuant to any applicable protective order or other equivalent mechanism for restricting disclosure of information.
4. Upon request from the Disclosing Party, the Recipient Party shall, at the Disclosing Party's election, either return to the Disclosing Party or permanently or securely destroy all Confidential Information in Recipient Party's possession or control, including all print, electronically-stored, or other copies thereof.



SECTION 10
MISCELLANEOUS


1. The MOU shall be referenced in any program agreement executed between the Parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each Party.
2. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The MOU is the sole agreement between the Parties concerning the subject matter here of and shall not be altered or amended except in writing duly executed by all Parties. Should any part or provision of this MOU, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this MOU had been executed with the invalid or illegal portions thereof eliminated.
3. The Parties shall pursue the objectives of this MOU on the basis of non-exclusivity. Neither the Parties, nor their affiliates, employees nor agents shall be restricted from making any arrangement or agreement with any third party relating to immunology research.
4. Neither Party may issue a press release or otherwise disclose the existence or terms of this MOU without the prior written consent of the other Party; provided, however, that once the existence or any terms or conditions of this MOU has been publicly disclosed in a manner mutually and reasonable agreed-to by the Parties, either Party may republish the facts previously disclosed without the prior consent of the other Party.

IN WITNESS WHERE OF, the undersigned hereby execute this Memorandum of Understanding as of the dates written below.

For: ASHOKA UNIVERSITY

Signature: 
Sachin Sharma, Registrar
Ashoka University, Sonapat

Witness:

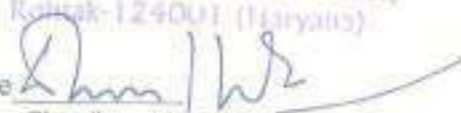
Signature: 
Rama Akondy, PhD Faculty
Ashoka University, Trivedi School
of Biosciences, Sonapat

Place: ROHTAK

Date: 23-11-2021

**For: Pt. B.D. SHARMA UNIVERSITY
OF HEALTH SCIENCES**

Signature: 
Prof. (Dr.) H.K. Aggarwal, Registrar
Pt. B.D. Sharma University of Health Sciences,
Rohtak Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

Signature: 
Dr. Dhruva Chaudhary, Sr. Prof. & Head,
PCCM Deptt. & Nodal Officer, Pt. B.D. Sharma
University of Health Sciences, Rohtak



తెలంగాణ తేలంగానా TELANGANA

AA 005090

SL.No. 30529 Date: 21-10-2020
Sold To: ABHISHEK CHAKRABORTY
S/O. B.CHAKRABORTY, R/O. HYD
FOR WHOM: BHARAT BIOTECH INTERNATIONAL LIMITED

KONDA KAVITHA
Licenced Stamp Vendor
L No: 16-04-06/2016
RL.NO: 16-04-022/2019
H.No. 8-2-460/64, Road No.4
Sukdev Nagar, Banjara Hills, Hyderabad
Phone No:9248325639

CLINICAL TRIAL AGREEMENT

THIS CLINICAL TRIAL AGREEMENT (hereinafter referred to as the "Agreement"), is entered on _____ of _____ (hereinafter referred to as the "Effective Date"), is entered into by and between:

Pandit Bhagwat Dayal Sharma University of Health Sciences, a Medical Hospital situated at PGIMS Room no 428, Department of Pharmacology, Directorate Office of Rohtak, Pt BD SHARMA, PGIMS UHS, Rohtak, HARYANA, [hereinafter referred to as "Site" or "Institution"], which expression shall unless it is repugnant to this context or meaning thereof be deemed to include its successors, and permitted assigns] of the **FIRST PART**;

AND

Dr Savita Verma, Professor, Department of Pharmacology, hereinafter referred to as "**Principal Investigator (PI)**" and which expression shall unless it is repugnant to this context or meaning thereof be deemed to include its successors and permitted assigns of the **SECOND PART**;

AND

Bharat Biotech International Limited, a company incorporated under the Company's Act, 1956 having its registered office situated at Genome Valley, Shameerpet, Hyderabad 500078, Telangana, India, [hereinafter referred to as "**Sponsor**" and which expression shall unless it is repugnant to this context or meaning thereof be deemed to include its successors and permitted assignees] of the **THIRD PART**.

WHEREAS, Sponsor is a leading Biotechnology company involved in research & development, clinical trials and manufacturing of vaccines and bio-pharmaceuticals, and has considerable technology, trade secret, know-how and research experience in relation to the manufacturing and commercial production of vaccines and bio-therapeutics and has also established its marketing and distribution network for such product(s) in India as well as abroad;

WHEREAS, the Pandit Bhagwat Dayal Sharma University of Health Sciences is a hospital with qualitative and excellent patient care services.

WHEREAS Sponsor desires to collaborate with the Institution for the conduct of the clinical trial according to the rules and regulations in full compliance of the GCP guidelines and applicable regulatory requirements for the "Covid-19 Phase 3 study" "titled" An Event-Driven, Phase 3, Randomized, Double-blind, Placebo-controlled, Multicenter Study to Evaluate the Efficacy, Safety, Immunogenicity, and Lot-to-Lot consistency of BBV152, a Whole virion Inactivated SARS-CoV-2 Vaccine in Adults ≥ 18 Years of Age". Protocol Number: BBIL/BBV152-C/2020 (hereinafter referred to as the "Clinical Trial") and any amendments thereto;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1 DEFINITIONS

The following words and phrases as used in this Agreement shall have the following meanings:

- 1.1 "Protocol" means document that describes the objective(s), design, methodology, statistical considerations, and organization of a clinical trial; the document(s) contains a study plan, on which the clinical trial is based.
- 1.2 "Adverse Event (AE)" means any untoward medical occurrence in a patient or clinical investigation subject administered a pharmaceutical product and that does not necessarily have a causal relationship with this treatment. An AE can therefore be any unfavorable and unintended reaction (including an abnormal laboratory finding), symptom, or disease temporally associated with the use of the medicinal (investigational) product, or may or may not be related to the medicinal (investigational) product.
- 1.3 "Auditor" means a person being a representative of the Sponsor who is authorized to carry out a systematic review and independent examination of Clinical trial and/or related activities and documents to determine whether the evaluated clinical trial and/or related activities were conducted, and the data were recorded, analyzed and accurately reported according to the protocol, the Sponsor's Standard Operating Procedures, GCP and regulatory requirements, as may be applicable.
- 1.4 "Subject" means an individual, whether a patient or not, who participates in the clinical trial as a recipient of Investigational Medicinal Product.
- 1.5 "Clinical trial" means an investigation to be conducted at an investigational site in accordance to an approved protocol.
- 1.6 "GCP" (Good Clinical Practice) shall mean the regulations and guidelines established by CDSCO (Central Drugs Standard Control Organization) or International Council for Harmonization of Technical Requirements for Pharmaceuticals for Human Use (ICH).

Savita
COVID PHASE-3

NOV 2020-Confidential



17 "GCP" (Good Laboratory Practice) shall mean the procedures for the conduct of non-clinical laboratory studies on a drug substance or medical device that assure the quality and integrity of safety data, which are generated for products regulated by the regulatory agencies to support an application for research or a marketing permit as the case may be.

18 "Informed Consent" shall mean consent obtained from a subject that complies with guidelines established by the Declaration of Helsinki, ICH-GCP guidelines, and all the applicable laws, and/or standards governing the participation of Subjects in trials.

19 "Confidential Information" means any and all information including without limitation data, trade-secret, Know-how and material of any nature belonging to the Sponsor and/or its Affiliates or to any Clinical Control Research Organization (CRO) which any Party may receive or obtain in connection with this Agreement, the release of which is likely to prejudice the commercial interest(s) of the Sponsor and/or the Institution/CRO respectively, or which is a trade secret or Know-how. The term "Confidential Information" also includes Protected Health Information which relates to any patient/subject in the Clinical trial or his/her treatment or medical history, or other information. Confidential Information does not include information:

- a) Information which is already in the public domain or comes into the public domain, through no fault of the Receiving Party as evidenced by tangible records;
- b) Information learned by the Receiving Party from a Third Party other than the Disclosing Party entitled to disclose such information not through a breach of any obligation of confidence;
- c) Information already known to the Receiving Party before receipt thereof from the Disclosing Party, as shown by prior tangible records;
- d) Information released with the written consent of the Disclosing Party pursuant to the conditions of such consent;
- e) Information that is independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information, as evidenced by tangible records.

1.10 "Disclosing Party" - For the purposes of this Agreement the Party disclosing the confidential information will be referred to as the "Disclosing Party".

1.11 "Intellectual Property Rights" means patents, trademarks, trade names, service marks, domain names, copyrights, trade-secret, Know-How, Clinical trial data, Clinical trial reports, rights in and to databases (including rights to prevent the extraction or neutralization of information from a database), design rights, topography rights and all rights or forms of protection of a similar nature or having equivalent or the similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered/protected and/or either may include applications for registration of any of them or may not have applied for registration but still would be considered as Intellectual Property.

1.12 "Know How" means all technical and other information which is not in the public domain (other than as a result of a breach of confidence), including but not limited to information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, procedures, designs for experiments and tests and results of experimentation and testing, processes, specifications and techniques, laboratory records, clinical data, manufacturing data and information contained in communications to regulatory

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Dr. S. S. Srinivasan



authorities, whether or not protected by Intellectual Property Rights or any applications for such rights.

- 1.13 "Party" means either the Sponsor or the Institution, and except where otherwise provided "Parties" shall mean both of them.
- 1.14 "Inspector" means a person, acting on behalf of a Regulatory Authority, who conducts an official review of documents, facilities, records and any other resources that are deemed by the Regulatory Authority to be related to the clinical trial and that may be located at the Trial site.
- 1.15 "Receiving Party" - For the purposes of this Agreement the Party receiving the confidential information will be referred to as the "Receiving Party".
- 1.16 "Regulatory Agency(s)" - "Regulatory Agency(s)" shall mean any and/or all agencies of any country with jurisdiction to regulate, audit or otherwise review the research process, administration or facilities used in the conduct of the study and/or its result(s).
- 1.17 "Third Parties" - "Third Parties" shall mean any person/s, other than the Sponsor, Site, Principal Investigator or subjects, performing paid functions in connection with the study and/or requiring separate contractual agreements.
- 1.18 "Monitor" shall mean one or more person appointed by the Sponsor to monitor compliance of the clinical trial with GCP, regulations, SOPs and Study Protocol and to conduct source data verification.
- 1.19 "Principal Investigator" shall mean the person who has been mutually agreed upon by the Parties and who will lead and co-ordinate the work of the clinical trial at the trial site/s on behalf of the Institution or any other person as may be agreed from time to time between the Parties as a replacement.
- 1.20 "Site" means any premises, public or private entity or agency or medical or dental facility in which the clinical trial is being or will be conducted.
- 1.21 "Serious Adverse Event (SAE)" or Bodily Injury shall mean only any untoward medical condition that occurs at any dose of the study vaccine:
- a) Results in death,
 - b) Is Life-threatening,
 - c) Requires inpatient hospitalization or prolongation of existing hospitalization,
 - d) Results in persistent or significant disability/incapacity, or
 - e) When it is a congenital anomaly/birth defect.
- 1.22 "Investigational Medicinal Product (hereinafter also referred as Investigational Vaccine or Study Drug)" shall mean any drug(s)/vaccine administered to Subjects pursuant to a Protocol.
- 1.23 "Study Personnel" means any person involved in or with the study team who is involved in conducting the study at site level.
- 1.24 "Subjects" shall mean the volunteers (healthy or patient) who participate in the Study.
- 1.25 "Sub-Investigator" means any individual member of the team designated and supervised by the Principal Investigator at a trial site to perform critical trial-related procedures.

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- 1.26 "Standard Operating Procedure (SOP)" means detailed, written instructions to achieve uniformity of the performance of a specific function.

2 SERVICES AND OBLIGATIONS

2.1. Scope

- 2.1.1 Site and Principal Investigator (PI) shall perform its/her/their obligations as per the terms and conditions of this Agreement, and as per the SOP, Protocol or any other instruction notified by the Sponsor to the Site and/or Principal Investigator, as the case maybe. The Site/ Institution shall have an obligation or responsibility along with the PI to the extent of vicarious liability only.

Sponsor requires the conduct of clinical research activities in course of its business and wishes to collaborate with the Institution and they desire to collaborate with the Sponsor for the conduct of "COVID-19 Phase-III study" titled "An Event-Driven, Phase3, Randomized, Double-blind, Placebo-controlled, Multi-center Study to Evaluate the Efficacy, Safety, Immunogenicity, and Lot-to-Lot consistency of BBV152, a Whole virion Inactivated SARS-CoV-2 Vaccine in Adults ≥ 18 Years of Age". Protocol Number: BBIL/BBV152-C/2020

2.2. Conduct of Study

- 2.2.1 Institution represents that the Principal Investigator has the necessary expertise to perform the Clinical trial and that the Principal Investigator meets and will continue to meet the conditions set out in this Agreement. The Institution shall be responsible to the extent of vicarious liability for the acts and/or omissions of the Principal Investigator and/or study coordinator under this Agreement.
- 2.2.2 Institution shall notify the Sponsor if the Principal Investigator ceases to be associated with the Institution at the earliest possible instance, and shall use its best endeavors to find a replacement acceptable to the Sponsor. If no mutually acceptable replacement can be found, the Sponsor may terminate this Agreement pursuant to clause 9.2 of this Agreement.
- 2.2.3 Principal Investigator hereby agrees to conduct the study in accordance with this Agreement, Study Protocol, applicable guidelines, regulations and SOPs. Institution shall also follow, and shall ensure that the study personnel (defined in clause 2.2.5 of this Agreement) strictly comply with the Sponsor's instructions as they relate to the institution's and/or the Principal Investigator's performance under this Agreement.
- 2.2.4 Site or Principal Investigator, as may be applicable, shall ensure that all individuals and entities that perform any portion of the study under the Principal Investigator's supervision (the "Study Personnel") conduct the study in accordance with the Protocol and the terms and conditions defined in this Agreement. Further, Institution and the Principal Investigator shall ensure that all study personnel are trained in the Protocol, SOPs, applicable guidelines and regulations. Institution and Principal Investigator, as may be applicable, shall also ensure that:
- The conditions mentioned below that are applicable to the Principal Investigator and are ensured by and is responsibility of Site that (the term "he" shall include "she") is free to participate in the Clinical trial and there are no rights which may be exercised by or obligations owed to any third party which might prevent or restrict his (the term "him" shall include "her") performance of the obligations detailed in this Agreement.
 - Principal Investigator is not involved in any misconduct or scientific fraud litigation, enquiry or investigation by CDSCO, US-Food and Drug Administration (FDA), the

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Medicines and Healthcare Products Regulatory Agency (MHRA), the European Medicines Agency (EMA), or any other regulatory authority(s). No data produced by her in any previous clinical study has been rejected because of concerns as to its accuracy or because it was generated by fraud.

- c. She has considered, and is satisfied that, facilities appropriate to the clinical trial are available to him at the Trial site(s) and that he is supported, and will continue to be supported, by medical and other staffs of sufficient number and experience.
- d. Principal Investigator shall be responsible for obtaining and maintaining all approvals from the relevant Institutional Research Ethics Committee for the conduct of the Clinical trial and the Principal Investigator shall keep the Sponsor fully apprised of the progress of Ethics Committee submissions and shall upon request provide the Sponsor with all correspondence relating to such submissions. The Principal Investigator shall not consent to any change in the Protocol requested by a relevant Ethics Committee without the prior written consent of the Sponsor.
- e. The Principal Investigator shall be responsible for the recruitment of subjects and performance of the Study in accordance with the agreed upon timelines and the Protocol, as well as for the completeness and correctness of all the data so collected.
- f. The Institution and the PI shall ensure that the rights and welfare of the study subjects are protected.
- g. That the Site is solely responsible for obtaining and maintaining valid licenses, approvals, and other authorizations from the competent authorities, as may be required by the Site for the conduct of the Clinical trial under this Agreement, as per the applicable laws in India, including without limitation, intimation to State Biodiversity Board(s) for obtaining biological resources under the provisions of the Biological Diversity Act, 2002. Provided that any application under the Biological Diversity Act, 2002 may be submitted by the Sponsor directly. However, the Site shall intimate the Sponsor and cooperate with the Sponsor and furnish all such information as may be necessary to obtain any biological sample. Site shall immediately submit a copy of all such licenses, approvals, intimations and other authorizations, as required hereunder this clause, to the Sponsor.
- h. Site shall not obtain any biological sample without prior intimation to the Sponsor, and shall not proceed for obtaining any biological sample unless the Sponsor has confirmed to obtain any such biological samples to the Site.
- i. Principal Investigator shall start to conduct the study as soon as all of the following events have occurred:
 - i. The Study has been approved by the responsible Ethics Committee(s) and the competent Regulatory Authority and registered with the Clinical Trial Registry-India;
 - ii. The Site initiation visit at the institution has been performed and
 - iii. All study-related documents and the investigational medicinal product have been delivered to the Site and/or the Principal Investigator.
 - iv. Principal Investigator has to perform his obligations as per GCP regulatory guidelines which shall be ensured and managed by Institution.

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- v. Principal Investigator shall deal directly with the Sponsor for monitoring, data checking, data retrieval and other activities, as may be required, related with the clinical trial study.

2.2.5 Institution ensures that any or all personnel including but not limited to the Principal Investigator, Sub- Investigator, Study personnel and the Site itself shall not undertake to or assist in or conduct or aid to conduct or be involved in, directly or indirectly in any possible manner, any clinical study same or similar to the subject matter of the protocol of this Agreement.

2.3. Regulatory Compliance of Study

2.3.1. Each party shall perform its obligations under this agreement with due diligence and in strict compliance with:

- a) All applicable laws and regulations applicable to the conduct of clinical trial, including without limitation the Drugs and Cosmetics Act 1940, the Drugs and Cosmetics, Rules 1945, the Indian Council of Medical research guidelines and the Medical Council of India Act, 1956.
- b) All generally accepted standards of good clinical practice, including without limitation the current Good Clinical Practices Guidelines and the Ethical Principles of the World Medical Association Declaration of Helsinki and ICMR National Ethical Guidelines for Biomedical and Health Research involving Human Participants.
- c) The applicable laws related to data protection and data privacy.
- d) Any other applicable laws, rules, guidelines and regulations (collectively, as amended from time to time, the "Applicable Regulatory Requirements").

2.3.2. Any modifications to the protocol, if required, may only be made by the Sponsor and in accordance with the Applicable Regulatory Requirements and approved by the Sponsor.

2.4. Study Subjects/ Participants

The estimated number of subjects/ participants to be enrolled by the Principal Investigator need to be in compliance with study protocol and/or competitive. Detailed criteria of subjects to be enrolled in the study are to be strictly in accordance with the Study Protocol. Sponsor reserves the right to unilaterally reduce or increase the number of study subjects at any time and with immediate effect and/or to instruct the Site and/or Principal Investigator to discontinue recruitment.

2.4.1. Study drug (Investigational medicinal product) and Study Supplies

Sponsor agrees to provide the investigational vaccine at no-cost to the Site and/or the Principal Investigator in volumes sufficient for the conduct of the study. Sponsor may also, at its sole discretion, provide additional materials, supplies and equipment (the "Study Supplies"). Immediately upon receipt of the Study drug and/or any study supplies, the Principal Investigator shall provide a written acknowledgement to the Sponsor. The Principal Investigator shall maintain inventory and control the Study drug in accordance with: (i) Applicable Regulatory Requirements; (ii) In the manner outlined in the Protocol; and, (iii) According to any additional documents provided by the Sponsor related to the storage (including temperature monitoring, if applicable), preparation and/or dispensing of the Study Drug.

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The Principal Investigator ensures that the Investigational Vaccine and the Study Supplies are solely used for the purposes of conducting the Study in accordance with the Protocol and for no other purpose and are not transferred to any third party. The Investigational Vaccine will remain the sole property of the Sponsor.

The Principal Investigator shall be responsible to the sponsor for the Study drug and the Study Supplies entrusted to them and shall notify Sponsor immediately if any Study drug or Study Supplies are lost, damaged or destroyed.

Upon completion or termination of the study or at Sponsor's request, the Principal Investigator shall deliver all unused Investigational Vaccine to the address indicated by the Sponsor or destroy it/them, as instructed by the Sponsor and in accordance with the Applicable Regulatory Requirements. Neither Institution nor Principal Investigator shall destroy any study supplies including documentation (study binders, submission binders etc.) without Sponsor's written consent.

2.4.2. Informed Consent

The Principal Investigator shall obtain, in compliance with all applicable Regulatory requirements, an informed consent properly signed by or on behalf of each Study Subject prior to the subject's participation in the study. The Principal Investigator or designated staff shall obtain Informed Consent from the subject's parent/legally acceptable representative in written, prior to any study-related procedure.

The Principal Investigator shall use the informed consent form provided by Sponsor and approved in compliance with all applicable regulatory requirements.

2.4.3. Case Report Forms and Study Data

- a. Sponsor shall supply (or if electronic, provide access to) the forms to be used and completed by the Principal Investigator and/or designated staff to document a study subject's participation in the study (the "Case Report Forms" or "CRFs"). The Principal Investigator shall record all data generated as a result of conducting the Study (the "Study Data") in a timely, accurate and complete manner in the CRF described in the Protocol and shall ensure that the CRF pages for each study subject are duly signed and dated. To the extent, the study requires completion of CRF, the Principal Investigator shall ensure that they have implemented and continue to maintain appropriate security sufficient to protect the confidentiality, integrity and availability of such study data in accordance with the Applicable Regulatory Requirements. The Principal Investigator shall not grant unauthorized users access to the Electronic Data Capture (EDC) system used in the study, and in particular, shall not share or disclose his/her username and/or passwords except only to the persons authorized to make entries and/or corrections on CRFs, who shall use the system.
- b. The Institution and the Principal Investigator shall take reasonable and customary precautions to prevent the loss or alteration of any study data and shall be liable for any loss or alteration of the same. Institution and the Principal Investigator acknowledge and agree that the Sponsor shall exclusively own all study data.

2.4.4. Adverse Events

In case of any Adverse Event/s, Principal Investigator agrees to immediately and fully inform Sponsor, the Ethics Committee(s) and competent authorities, of any significant risks, or unexpected results related to the study, according to the Applicable Regulatory Requirements and protocol provisions.

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2.4.5. Financial Disclosure

The Principal Investigator shall disclose the financial interests, direct or indirect, which he and/or his/her immediate family members may have with the Sponsor and/or the study drug, or any other institution/company engaged in the similar business as that of the Sponsor. Such financial disclosure shall be kept updated annually until one (01) year after Study completion.


3 BUDGETS AND PAYMENT

The budget is cosponsored by ICMR.

4 CONFIDENTIALITY

- 4.1. "Confidential Information" means all or any confidential or proprietary information or data, of any kind whatsoever and however memorialized, that is:
- Disclosed by or on behalf of Sponsor and/or the Sponsor to the Institution, the Principal Investigator or the Study personnel in connection with this Agreement or
 - Obtained, developed or generated by the Institution, the Principal Investigator and/or the Study personnel as a result of performing the Study under this Agreement. The Confidential Information shall include, without limitation, the Study, the Investigational Vaccine, the Protocol, the Investigator's Brochure, the study data, the Intellectual Property (as defined under Clause 5 of this Agreement) and information regarding the Sponsor, and/or their affiliates. All confidential information shall belong solely and exclusively to the Sponsor, as the case may be.
- 4.2. The Site and the Principal Investigator shall hold all confidential information in strict confidence and use all reasonable safeguards to prevent unauthorized use or disclosure and shall use the confidential information only as required for the purpose of this Agreement. The Institution and the Principal Investigator shall limit their disclosure of the confidential information to those members of the Study personnel who 'need to know' the information for the conduct of the Study and are subject to obligations of confidentiality not less stringent than those contained in this Agreement. The Institution and the Principal Investigator shall advise the study personnel of the confidential nature of the confidential information and remain liable for any breach of the confidentiality provisions herein.
- 4.3. Should the Institution or the Principal Investigator or any study personnel receive a court order or other legally binding request to disclose confidential information, the Principal Investigator shall immediately inform Sponsor such request and before any confidential information is disclosed. The Institution and the Principal Investigator shall cooperate with the Sponsor in any efforts to seek limitation or protection from the order demanding disclosure. In any case, the Site and Principal Investigator shall disclose only the minimum amount of confidential information necessary to comply with such request only on the behest of the Sponsor.
- 4.4. The obligations of confidentiality exist at all times during this Agreement and shall survive the expiration or earlier termination of this Agreement for a period of ten (10) years.


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5 INTELLECTUAL PROPERTY

The Institution Site and the Principal Investigator acknowledge and agree that the Sponsor shall have exclusive ownership rights to all Study data, improvements, developments, discoveries, inventions, work, trade secret, know-how and other rights (whether or not patentable), created, developed, and/or reduced to practice as a result of or in connection with the conduct of the Study and/or the use of the Study drug or the confidential information, together with all intellectual property rights relating thereto ("Intellectual Property"). The Institution and/or Principal Investigator shall promptly disclose in writing to the Sponsor all intellectual property made by the Institution, the Principal Investigator and/or the Study personnel. All Intellectual Property and any information with respect thereto shall be confidential information subject to the obligations set forth in Article 4.

At the Sponsor's request, the Institution and/or Principal Investigator shall ensure and cause all rights, titles and/or interests in and to any such intellectual property to be assigned to the Sponsor without any additional fee and provide reasonable assistance to obtain patents, including causing the execution of any invention assignment or other document(s). In the event the Sponsor is unable for any reason, after good faith and all reasonable efforts, to secure the Institution or the Principal Investigator's signature on any document which the Institution or the Principal Investigator is required to execute in accordance with the terms of this Article 4, the Institution and/or Principal Investigator hereby irrevocably designates and appoints the Sponsor and its duly authorized officers and agents to act for and on their behalf to execute, verify and file any such documents with the same legal force and effect as if executed by the Institution and/or the Principal Investigator. To the extent that the applicable law(s) do not allow the transfer of any of the intellectual property rights, the Institution and Principal Investigator and all study personnel hereby grant the Sponsor an exclusive, perpetual, irrevocable, worldwide, transferable, fully paid-up and royalty free license, with the right to sublicense to any third party, to use such intellectual property for any and all purposes.

6 PUBLICATION AND PUBLICITY

6.1. Publication

All information arising out of this study will be the proprietary of BBIL. Site may NOT publish, present and use for instruction and research any results arising out of its conduct of the study unless it is authorized by Sponsor.


Sponsor will review the Publication to:

- (a) Determine whether the Publication discloses Sponsor's Confidential Information
- (b) Provide information that Site may not have, and
- (c) Determine whether the Publication discloses any potentially patentable inventions.

Sponsor will submit to Site any comments and requests for deletion of Confidential Information, or any information of adverse nature, other than study results, within 60 days of receipt.

If requested by Sponsor, Site will withhold publication from submission for 90 days in addition to the initial 60-day review period to allow Sponsor to file patent applications to establish and preserve proprietary rights. Alternatively, Site may delete information pertaining to the potential invention from the publication.


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Site shall provide all reasonable support, with all the information related to patentable inventions, for the filing of such patent applications.

Sponsor will use its reasonable efforts to complete its reviews and filings prior to end of the above time periods.

6.2. **Publicity**

The Institution and/or Principal Investigator shall not use Sponsor's name, the names of any of their employees, symbols, or trademarks in any advertising, sales promotional material, or press release without the prior written permission of Sponsor.

7 **INDEMNIFICATIONS, NOTIFICATION OF CLAIMS AND INSURANCE**

7.1. **Sponsor's and Institute/ Principal Investigator's Responsibilities**

The Institute and the Principal Investigator take responsibility to carry out the clinical trial in accordance with the international, central, state and/or local Acts, rules, regulations and guidelines, including without limitation the Drugs and Cosmetics Act, 1940, the Drugs and Cosmetics Rules, 1945, GCP guidelines and applicable regulatory requirements, and as specified in the study protocol and the amendments thereof, whichever is/are applicable from time to time, to the best of their professional integrity and ethics.

7.2. **Notification of Claims**

The Institution and/or Principal Investigator shall immediately notify in writing to Sponsor about any investigation, claim or legal proceeding(s) related to the study against the Institution, the Principal Investigator, the study personnel and/or other staff in connection with the study. The Institution and/or Principal Investigator ensure that all study personnel including the Principal Investigator shall fully cooperate in all reasonable aspects upon request and on behalf of Sponsor in the investigation and/or defense of these claims or lawsuits.

7.3. **Insurance**

The Sponsor shall take responsibility for providing insurance to cover expenses on medical management and financial compensation, and the entire legal costs of litigation or any consequential damages (not exceeding the limit of insurance taken by the Sponsor) related to the clinical trial injury or death of the trial participant, for the Investigator and its team, Institution, members of the Institute Ethics Committee, and the Sponsor in relation to any adverse event to the participants arising out of the administration of the Investigational Vaccine presently under this Agreement in accordance with the Drugs and Cosmetics Act & Rules and any subsequent amendments, as may be applicable from time to time.

No fault compensation insurance for clinical trials insurance will be arranged by Sponsor, prior to its commencement of the study in respect of any claim made by study participants for bodily injury caused by an occurrence causally related to the Investigational Vaccine and to those conducting the study. The Sponsor hereby undertakes to provide the copy of the said insurance policy to the Institute/ Principal Investigator. The extent of the insurance coverage is limited to the amount as agreed upon between the Sponsor and the insurance provider in the said "No fault compensation insurance for clinical trials."



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8 INSPECTIONS, AUDITS, MONITORING AND RECORDS

8.1. Regulatory Inspections

The Institution and/or the Principal Investigator(s) shall promptly notify Sponsor of any inspection or investigation relating to the Study by any regulatory, governmental or law agency of which they become aware. Sponsor, and or their representatives shall have the right to be present at and or participate in any such inspection or investigation. Before submission of any materials or information to an agency in connection with an inspection or investigation, Sponsor shall have the right, to review, provide and/or comment on any such materials and/or information.

8.2. Monitoring and Audit by Sponsor

Sponsor and their representatives may monitor, audit, and/or meet with the Principal Investigator and the Study personnel during normal business hours and with reasonable frequency for audits and visits to monitor the progress of the study and review study records, documents, information, data, and materials (including the Study Data). The Principal Investigator shall assist Sponsor and their representative(s) in scheduling such visits. Sponsor and their representative(s) shall be entitled to:

- a) Examine and inspect the facilities required for the performance of the study.
- b) Inspect source documents, Case Report Forms, reports of laboratory tests or memoranda related to the study subjects or to the conduct of the study, signed Informed Consent Form, and/or the applicable regulatory requirements. The Principal Investigator shall cooperate with Sponsor and their representative(s) during audits and monitoring visits and in the resolution of any questions regarding the study data.

8.3. Record Keeping

The Institution and/or the Principal Investigator shall maintain accurate, complete and current records of all study data, including the Case Report Forms (or equivalent electronic data), relevant source documents and any other essential documents or materials as required by the protocol, the applicable regulatory requirements and Sponsor's instructions (collectively the "Records"). The Institution and/or the Principal Investigator shall keep all the Records in safe and secure location for the period required by the applicable regulatory requirements, or for a period of ten (10) years following the completion of the study, whichever is longer. The Institution and/or the Principal Investigator may destroy the records at the end of the records keeping period on the condition that the Institution and/or the Principal Investigator sends written notice to the Sponsor at least Sixty (60) days prior to the date when the deletion/disposal will occur and has received written approval for the same, and, if requested by the Sponsor, cooperates with the Sponsor in extending the record keeping period or shipping the records at another facility for storage.

9 TERM, TERMINATION AND SUSPENSION

9.1. Term

The term of this Agreement shall commence on the date of the last party's signature. Unless terminated earlier in accordance with this clause 9, this Agreement shall remain in effect until the final study documentation required to be provided under the Protocol is received and accepted by Sponsor, and Sponsor has performed a Study/ Site closure visit.

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9.2. Termination by Sponsor

Sponsor may terminate this Agreement with immediate effect:

- a) If the Institution and/or the Principal Investigator is in breach of this Agreement and fails to address such breach within Fifteen (15) calendar days from the receipt of the written notice,
- b) If Sponsor in good faith believes the study drug or continuation of the study presents an unreasonable medical risk to the study subjects,
- c) If the study is terminated, suspended or not initiated for any reason,
- d) If the Agreement between the Principal Investigator, Institution and Sponsor regarding the study is terminated for whatsoever reason; or
- e) The Institution fails to perform the obligation as mentioned under Clause 2.2.3 of this Agreement. Sponsor may also terminate this Agreement without cause upon thirty (30) calendar days' notice.

9.3. Termination by the Institution or the Principal Investigator

Either the Institution or the Principal Investigator may terminate this Agreement:

- i. If Sponsor breaches this Agreement and fails to address such breach within Thirty (30) calendar days from the receipt of written notice; or
- ii. If, following consultation with Sponsor, the Institution and/or the Principal Investigator, in good faith believe that the continuation of the study presents an unreasonable medical risk to the study subjects.

9.4. Surviving Clauses

The termination or expiration of this Agreement shall not relieve either party of its obligation to the other with respect of the following provisions: Clause 4.1 [Study drug and Study Supply], Clause 2.4.5 [Financial Disclosure], Clause 2 [Confidentiality], Clause 5 [Intellectual Property], Clause 6 [Publication and Publicity], Clause 7 [Indemnification, Notification of Claims and Insurance], Clause 8 [Inspections, Audits, Monitoring and Record Keeping], Clause 9 [Term, Termination, and Suspension], Clause 11 [Data Transfer], Clause 12 [Experimental Nature Of Investigational Product], Clause 13 [Miscellaneous] and Clause 14 [Applicable Law and Place of Jurisdiction], which shall be applicable for a term of ten (10) years even after the termination of this Agreement.

9.5. Suspension of the Study

The Sponsor may suspend the study at any time for any reason upon written notice; such suspension shall not be deemed as a breach of this Agreement by the Sponsor.


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9.6. Continuing Rights of Sponsor

Upon termination of this Agreement due to any default of Institution and/or the Principal Investigator under this Agreement, the Sponsor may at its sole discretion, directly enter into such arrangements and/or agreements with the Principal Investigator(s) and/or Study personnel or any other person competent to carry out such activities as may be required to complete the clinical trial study.

10 NON-DEBARMENT

The Institution and the Principal Investigator represent and warrant that neither they nor any of the Study personnel is or ever has been debarred, disqualified, excluded and/or suspended to participate in clinical research by any competent authority or agency in any country and that it shall not make use of, nor involve in this study any person or organization which is or has been debarred, suspended, excluded and/or disqualified by any regulatory authority to participate in clinical research. In the event the Institution or the Principal Investigator or any person or organization involved in the study is or becomes threatened with or becomes debarred, disqualified, suspended or excluded during the study, the Institution and the Principal Investigator shall notify sponsor in writing about this fact within Five (05) days of its discovery.

11 DATA TRANSFER

- 11.1. The Principal Investigator and the Institution undertake to protect the personal data of the study subjects and to process them in accordance with the applicable data protection laws and regulations.
- 11.2. Both prior to and during the course of the study, the Principal Investigator and the study personnel may provide Sponsor with personal data. Such data may include names, contact information, bank account details, work experience, qualifications, publications, resumes, educational background, performance information, facilities, staff capabilities, and other information relating to the study (the "Personal Data"). The Principal Investigator hereby consents to the processing (including use, disclosure or transfer) of his/her personal data as required for the following purposes (the "Purposes"):
- The conduct of clinical trial
 - Review by governmental or regulatory agencies, sponsor, and their agents, and affiliates.
 - Compliance with legal or regulatory requirements, and
 - Storage in databases for use in selecting Principal Investigators and institutions for future clinical trials.

The Principal Investigator also agrees to a transfer of his/her personal data abroad, even if such personal data is transferred to countries that do not ensure an equivalent level of protection as that provided in India. The Principal Investigator and the Institution represent that all study personnel have given express consent to the processing of their personal data for the purposes and shall notify Sponsor immediately if such consent has been withdrawn.


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12 EXPERIMENTAL NATURE OF INVESTIGATIONAL PRODUCT

The Institution and Principal Investigator acknowledge that the investigational medicinal product is of experimental nature, and Sponsor do not make any warranties, express or implied, regarding the investigational product, including without limitation the implied warranties of merchantability and fitness for a particular purpose. The Institution and the Principal Investigator acknowledge that Sponsor cannot guarantee the safety, non-toxicity, fitness or efficacy of the investigational medicinal product. The foregoing is not intended to, and does not negate Sponsor's liability under law for product liability claims arising out of the use or administration of the study drug in accordance with the Protocol and this Agreement.

13 MISCELLANEOUS

13.1. No amendment to this Agreement (including its attachments) shall be effective unless such amendment is made in writing and signed by the parties hereto.

13.2. Non-Disclosure

Institution and Principal Investigator agree to keep any confidential information in confidence and further agrees not to disclose or otherwise use such confidential information for any purpose other than the purposes under this Agreement, without the prior written consent of the Sponsor. Accordingly, the Institution and Principal Investigator agree to treat the confidential information as it would treat its own proprietary information and shall take all reasonable precautions to prevent the unauthorized disclosure of the information to any third party, provided, however, that nothing herein shall prevent the Institution and/or Principal Investigator from disclosing the information to Sub- Investigator, study personnel, officers, employees, affiliates and consultants, who have a legitimate 'need to know' the Confidential Information for the purposes under this Agreement and who are bound by confidentiality and non-use undertakings for the protection of Confidential Information at least as restrictive as the Parties have undertaken herein.

13.3. Obligation to protect Intellectual Property

Institution and Principal Investigator shall be responsible to bear the obligations to protect the intellectual properties, trade secret and know-how related to the product(s) and/or the clinical trial protocol coming from the Sponsor, and in addition to observance of the applicable international treaties and Indian laws, should not conduct and/or allow the revelation, use by the themselves and/or any other party for the intellectual properties, trade secret and know-how owned by the Sponsor. Institution and/or the Principal Investigator and/or any study personnel shall not apply any patent, logo, trade name and/or trademarks related with the product(s) and/or clinical trial, any technique and/or process of the Sponsor in the name of the Institution himself and/or Principal Investigator and/or any individual and/or any party in any place in any country, and should not allow any individual and/or other party to conduct any application of here above any patent, logo, trade name and/or trademarks in relation with the product, any technique and process of the Sponsor. Sponsor exclusively reserves the rights of these applications, provided that the Institution and/or the Principal Investigator breaches these terms, and the Institution and/or the Principal Investigator, as the case maybe, shall bear the obligations of the indemnification relative to these conducts.


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13.4. Entire Agreement/Amendments

This Agreement constitutes the entire agreement of the parties with regard to its subject matter, and supersedes all previous written or oral representations, agreements and understandings between the parties to this Agreement, with respect thereto. This Agreement may only be amended, supplemented or changed by a written document signed by authorized representatives of both parties.

13.5. Severability

If any provision(s) of this Agreement shall be declared invalid by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this agreement which shall remain in full force and effect. The parties hereto shall, however, attempt to replace the provision(s) declared invalid as aforesaid with legally valid provision(s) which reflect(s) the same purpose of the invalid provision(s) to the greatest extent possible.

13.6. No Agency

This Agreement is entered into between the parties hereto on principal to principal basis. Nothing contained in this Agreement shall be construed to imply a joint venture, employment, partnership, or principal-agent relationship between the Institution/Principal Investigator and Sponsor; and neither party hereto by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

13.7. Assignment

The Institution and/or the Principal Investigator shall not assign any of their rights or subcontract obligations hereunder without the prior written consent of Sponsor. Even if Sponsor authorizes delegation or subcontracting in full or in part, the Institution and the Principal Investigator remain fully responsible and liable for the performance of all delegated duties.

13.8. Waiver

Any relaxation, forbearance, delay or indulgence on the part of the Sponsor in enforcing any of the terms and conditions of this agreement, shall not prejudice, affect or restrict the rights of the Sponsor here under nor shall any waiver by the Sponsor of any breach hereof operate as a waiver of any subsequent or any continuing breach thereof.

14 APPLICABLE LAW AND PLACE OF JURISDICTION

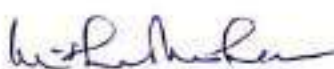

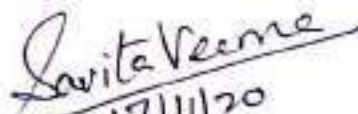

- 14.1. This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law provisions.
- 14.2. All disputes and differences arising out of this agreement or in relation to any transactions covered by this agreement or otherwise between the Site, Principal Investigator and Sponsor shall be referred to and finally resolved by arbitration as per the Arbitration & Conciliation Act, 1996 as modified from time to time or re-enactment thereof for the time being in force. The seat of arbitration shall be at Hyderabad and the language of the arbitration shall be in English.

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COVID PHASE-3

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Signed and delivered on behalf of Sponsor:	Signed and delivered on behalf of Institution/Site:	Signed and delivered on behalf of Principal Investigator (PI):
Bharat Biotech International Limited	Pandit Bhagwat Dayal Sharma University of Health Sciences	
 Name: Dr. V. Krishna Mohan Designation: Whole Time- Director Date: 09/06/2020	 15.11.2020 Name: Dr. Rohtas K. Yadav Designation: Director, Date: PGIMS, Rohtak	 17/11/20 Name: Dr. Savita Verma Designation: Professor, Date: Pharmacology
Witness (In the presence of)	Witness (In the presence of)	Witness (In the presence of)
(Company stamp)	Dr. (Prof.) Rohtas K. Yadav Director Pt. B. D. Sharma, PGIMS Rohtak-124001 (Hr.) India	Dr. SAVITA VERMA Professor Deptt. of Pharmacology, Pt. B.D.S. PGIMS, ROHTAK
		



Memorandum of Understanding (MoU)
between
National Knowledge Network (NKN)
And
Dr. P. D. Sharma University of Health Sciences, Boltak



13/12/17
National Knowledge Network



REGISTRAR
Dr. Dinesh Chandra Sharma
University of Health Sciences,
BOLTAK

MoU FOR SERVICES ON NATIONAL KNOWLEDGE NETWORK

This MoU (this "Agreement"), dated 08/12/17 is entered into by and among

PARTIES TO THE MEMORANDUM

National Informatics Centre (NIC), Department of Information Technology, Ministry of Communication and Information Technology, Government of India at (Block-A, CGO Complex, Lodi Road, New Delhi-110003) which is the "**Project Execution Agency (PEA)**" for coordinating the implementation of National Knowledge Network (NKN) Project by the designated High Level Committee (HLC) on NKN.

AND

Pt. B.D. Sharma University of Health Sciences, Rohtak., hereinafter referred to as 'User' with office at Rohtak.

RECITALS:

WHEREAS,

- a) NKN is a state of art Multi-Gigabit Pan-India network. It has been designed to ensure the highest level of availability, quality of service, and robust, secure and reliable connectivity for extending network based services.
- b) "**Project Execution Agency (PEA)**" is the implementing agency on behalf of NKN Project, till such time a Special Purpose Vehicle (SPV)/Successor is not established. Once the SPV/Successor is established then all the roles agreed for by "PEA" in this agreement shall be as it is, transferred to the SPV/Successor.
- c) Pursuant to the terms and conditions of this Agreement, User desires to obtain Right of Use in the NKN network, upon accepting the terms and conditions set forth in this Agreement.

NOW THEREFORE, the User desires to use / make certain services available via a connection to NKN and the Parties have agreed that those services be made available on the terms and conditions set out in this Agreement. In consideration of the matters recited, the commitments contained herein, and the purpose and scope, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

The following terms shall have the definitions indicated. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Agreement.

"Access Link"	the access link and/or other equipment which is required to make the connection between the User's network and NKN.
"Agreement"	this agreement, including its Exhibits, as may be amended from time to time under Clause 24.2.
"Clause"	a clause or sub-clause of this Agreement;
"Connectivity"	is the term used to describe the network based connectivity between the PEA and the User

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Rishi Prasad
Lodhi Bhagwati Dayal Sharma
University of Health Sciences,

"Confidential Information"	all information (in whatever form) designated as such by the other Party together with such information which relates to the business affairs, networks, computer systems and installations, technology, developments, trade secrets, know-how, products, services or personnel of the other Party, or users and Users (or potential users and Users) of the other Party's products or services, or information which may reasonably be regarded as the confidential information of the other Party;
"Fees"	the fees payable by the User to NKN under this Agreement, as set out in Clause 5;
"Fiber Mile"	means a linear mile of one strand of Lit Fiber, which length shall be measured along the path of the cable route, and not by vertical and horizontal distance;
"Interruption"	means any failure, interruption, impairment or degradation of the operation of the NKN Fibers that commercially impairs NKN's use of the Fiber between two adjacent PoPs (but not including any failure, interruption, impairment or degradation caused by User);
"Maintenance"	shall mean Scheduled Maintenance;
"PoP"	means a terminal facility (Point of Presence) used for origination/termination of traffic and shall not include sites used extensively for regeneration or amplification;
"Services"	the services which the User is permitted to provide to Users on NKN pursuant to this Agreement, as may be amended in accordance with this Agreement;
"User"	Organization/Establishment which shall have a NKN connection

Also,

- a) Clause headings are inserted in this Agreement for convenience only and they shall not be taken into account in the interpretation of this Agreement.
- b) The singular includes the plural and vice versa.
- c) References in this Agreement to "Party" or "Parties" mean party or parties to this Agreement.

2. TERMS OF AGREEMENT

This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with the provisions of this Agreement, shall have an initial term till "31st December 2019". In case there are any additions/modifications required in the agreement, it shall be modified on a case to case basis as per the decision of the High Level Committee of the NKN Project. After the initial term, this agreement shall be renewed as agreed by the parties to this agreement unless:

- 2.1 PEA gives the User, a written notice to terminate this Agreement, either at the end of the initial term, or based on a notice to be provided at least three (3) months in advance, or
- 2.2 User gives PEA, a written notice to terminate the Agreement. At any time, such notice shall be provided at least three (3) months in advance. (Refer to Clause-20 for details)

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REGISTRAR
Pooja Dhangwat Dayal Sharma
University of Health Sciences,
ROHTAK

3. PROVISION OF SERVICE

- 3.1 Subject to the User complying with the terms and conditions of this Agreement, PEA shall provision NKN Services to the User.
- 3.2 PEA shall use all reasonable endeavors to provide the service in accordance with the standard Network Service Levels.
- 3.3 Access to NKN Project is provided by the PEA:
 - a) On a non-exclusive basis, where the PEA shall be entitled to allow / provide others the same or similar service at any time; and
 - b) Solely for the purpose of providing the services to users.
- 3.4 The Service does not include:
 - a) Internet Protocol (IP) transits other than to the Users.

4. RESPONSIBILITIES OF PARTIES TO AGREEMENT

4.1 Responsibilities of User

- a) The user shall appoint one technical personnel to be the single point of contact for the PEA and one alternative technical contact in case former is not contactable / available for whatsoever reason may be. This person shall be responsible for all communications, correspondence and actions between the User and the PEA. The PEA shall not be required to get in touch with any other person at the User. In case, there is a change in any of the above personnel, the User shall provide an update regarding the same through email or letter at the addresses mentioned in clause no. 22 of this agreement.
- b) The User shall supply or provide the Access Link, Equipment Space (at least 10 X 10 Sq. ft. in the beginning), Personal Computers, Air Conditioners, UPS etc. (including but not limited to) at its own expense in order to enable PEA to provide the NKN Services. The goods and services provided by the User should be compatible with the project requirements, as intimated to the nodal officer from User. User shall also be responsible for the suitability, sufficiency, repair and maintenance of the equipment provided by them.
- c) The User shall ensure that the Access Link, Equipment Space (at least 10 X 10 Sq. ft. in the beginning), Personal Computers, Air Conditioners, UPS etc. (including but not limited to) is suitable for the connection and service through the NKN project and in accordance with the reasonable instructions of the PEA and/or its sub-contractors. The user should consult the PEA for prior approval before acquiring any goods and/or services for the project and PEA will follow recommended specifications for approving such goods and/or services.
- d) In case the PEA chooses to use NKN's resources installed at the User's site to connect another User to the network, the User shall allow full access to the PEA personnel for such implementation including access to equipments and space in its premises, pertaining to NKN connectivity.
- e) In case the User decides to shift the location of the Institute then, in order to enable the PEA to arrange for such shift, the User shall inform the PEA three (3) months in advance. (For further details pertaining to location shift please refer Clause 5)
- f) **Security.** User shall ensure the security of the entire NKN project related equipment (both owned by the User & PEA and/or its sub-contractors), installed within User's compound (List of PEA Equipment shall be maintained as per **Exhibit C**). This shall also include managing the Facilities Management System (FMS) within the Institute Compound, along with the following:
 - i. Collecting and maintaining contact details of NKN Nodal officer assigned to User;

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 **PROFESSOR**
Pandit Bhagwati Dayal Sharma
University of Health Sciences,
ROHTAK

- ii. Maintaining the escalation procedure/process and contact information for contacting the next level officer of PEA, dealing with the User Account.
- g) **Accessibility in User Compound.** The User shall ensure accessibility to the nominated personnel of the PEA and/or its sub-contractor, twenty-four (24) hours a day, seven days a week for the NKN project related equipment within the compound of the User.

4.2 Responsibilities of PEA

- a) PEA shall be responsible for connecting the Access Link to User equipment.
- b) PEA shall provide support services for NKN project. The support services may include:
 - i. Provide contact details of the Nodal Officer to the NKN User.
 - ii. Provide services support for the NKN Network.
- c) PEA shall not be responsible for any failure to provide the Service if and to the extent such failure is attributable to the lack of an Access Link, Equipment Space, Personal Computers, Air Conditioners, UPS etc. (including but not limited to) or to any deficiency or problems with the above.

5. FEES

- 5.1 As per the NKN project approval by the cabinet committee, the link provided by the NKN project is free of charge. However, in due course of time if the Government decides to charge any amount then, the applicable charges and terms & conditions shall be communicated to the User.
- 5.2 **Shifting of Last Mile Connectivity of Edge links:** In case, the "User" shifts the last mile connectivity of edge links provisioned by the PEA within the initial service period of 2 years of provisioning the Link then, the PEA shall be liable to charge the service fee for 2 years assuming the link has been live for the period of 2 years, as a substantial amount is incurred in provisioning of last mile expenditure on Network.

The provisioning of links to a new location shall be on the basis of examination of the feasibility of new location as mutually agreed on case to case basis.

Examples

Case#1: In case of a 1Gbps link of >20 Kms and <=200 Kms is being shifted in the first 6 months, the fee payable by the User to the PEA shall be Rs. 28.5 lakhs (Balance 1.5 year X Rs. 19 lakhs per year for 1Gbps link).

Case#2: In case of a 1Gbps link of >20 Kms and <=200 Kms is being shifted in the first 18 months, the fee payable by the User to the PEA shall be Rs. 9.5 lakhs (Balance 0.5 year X Rs. 19 lakhs per year for 1Gbps link).

- 5.3 In case of any changes to the standard tariffs, the PEA shall notify User in writing. For such changes to take affect under this Agreement, the PEA shall inform the User at least three (3) months prior to implementation of such changes.

6. COMPLIANCE WITH POLICIES (Issued from Time to Time)

- 6.1 The User shall comply (and shall ensure that its officers, employees, contractors and agents comply) at all times with PEA's current versions of the Policies.

6.2 PEA reserves the right to amend the Policies from time to time. In case of any amendments, PEA shall notify the User of the updates and make available to the User a copy of the amended Policy or Policies (as appropriate).

7. PUBLICITY

- 7.1 Either party may make any press or other public announcement in relation to the NKN Services to Users, provided that:
- the first such announcement by the User is made in the manner and in the form which has been agreed in writing with the PEA, prior to its release;
 - no such announcement discloses any of the terms of this Agreement (including, without limitation, any financial terms), to the extent that such disclosure is agreed in advance in writing between the Parties or is permitted by Clause 15;
 - User does not use any logo or device of NKN (or any logo or device which incorporates or which is confusingly similar to any such logo or device) without PEA's prior consent.

8. ACCESS TO TRANSMISSIONS

PEA and its sub-contractors shall have the right to examine all transmissions made along NKN, where PEA has reasonable grounds to believe that such transmissions are in breach of this Agreement and are of a nature which is likely to cause harm or distress to anyone or are otherwise in breach of any law or regulation. PEA and its sub-contractors shall also have the right to remove (or otherwise cause not to be transmitted on NKN) any material which, in its reasonable opinion, is of such a nature. Such material shall be treated as the Confidential Information of the User in accordance with Clauses 15.1, 15.2 and 15.3. The right to all final decisions on access to transmissions lies with the PEA.

9. MAINTENANCE AND FAULT REPAIR OBLIGATIONS

- 9.1 It shall be the responsibility of User to notify the occurrence of fault to NKN.
- 9.2 PEA shall perform or cause to be performed under its direction all necessary repair and replacement ("Repair"), necessary to maintain the physical integrity and performance of the Network. User is prohibited from performing any repair or maintenance on the NKN Network and/ or system facilities.
- 9.3 User shall provide to PEA, or its designee, access to any facilities under User's control which are used in connection with the NKN and / or the system facilities to enable NKN Project, in its sole discretion, to perform testing, adjustments, demand or maintenance or other procedures which are necessary or desirable to manage the NKN and/ or the system facilities in accordance with **Exhibit A**.
- 9.4 With respect to the swapping, leasing, conveying, assigning or transferring of NKN's edge links, User shall require its transferees to execute NKN's then standard maintenance agreements and pay NKN's standard fees, as applicable. In such a case, the transferee shall be responsible directly to PEA for any agreements pertaining to maintenance fee and any other fee, if applicable. If the transferee fails to pay any such fee, User (transferor) shall continue to be responsible for the same.

10. WARRANTIES

- 10.1 The PEA warrants that:
- It shall, at all times exercise reasonable skill and care in providing the NKN Service.

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P. P. SHRIVASTAVA
Hansa Bhagwat Dayal Sharma
University of Health Sciences,
ROHTAK

- d) It holds and shall hold for the duration of this Agreement all licenses and authorizations as may be required to provide services to the User.

10.2 The User warrants that:

- a) It shall take all reasonable endeavors to ensure that it introduces no virus, Trojan horse or worm into NKN and follow the NKN security policies to manage the security aspects.
- b) It holds and shall hold for the duration of this Agreement all necessary licenses, consents and authorizations as may be required to provide the services to its officers, employees, agents and students;
- c) It shall provide the services and shall carry out the obligations in this Agreement in accordance with all applicable telecommunications, data protection and other laws of the country, licenses and regulations; and
- d) It has the full right, power and authority to enter into and perform this Agreement in accordance with its terms, and such entry and performance does not and shall not violate or infringe the intellectual property or other rights of any other person.

11. LIMITATIONS OF THE SERVICE

While PEA shall use its reasonable endeavors to provide Users a continuous service, the User acknowledges and accepts there is a regular "Scheduled Maintenance Period" during which time the whole or part of the service may not be available.

12. LIABILITY

- 12.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by that Party's negligence, or for fraud.
- 12.2 Under no circumstances shall either Party be liable to the other for:
 - a) any loss or harm caused by any person using NKN;
 - b) any loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, loss or spoiling of data, lost or wasted management time or time of other employees, or for any indirect, special or consequential loss, whether arising from negligence, or breach of contract, or in any other way, even if the other Party was advised of or knew of the likelihood of that loss or type of loss arising.

13. CHANGES TO SERVICES

Whenever the User identifies the need to change the services, it shall complete the template of Change Control Notice (as given in **Exhibit B**) and shall submit it to PEA. The User must provide full details of change requested and any consequential amendments to this Agreement. The proceeding details have also been prescribed under **Exhibit B**.

14. PROVISION OF CONTACT INFORMATION

All communications with the User concerning this Agreement shall be with the Technical Nodal Officer nominated by the User in writing pursuant to this Clause 14. The User shall provide to PEA, the contact information for each nominated individual (minimum details shall include name, telephone number, fax number and electronic mail address – as per **Exhibit D**) and shall notify PEA of any changes to those individuals or their contact details as and when they occur. Notification for the purposes of this Clause 14 should be sent by letter or electronic mail and should be addressed to the Nodal officer at the PEA.


REGISTRAR
Pankaj Duggal
University of Health Sciences,
ROHTAK

15. CONFIDENTIALITY

- 15.1 Subject to Clauses 15.2 and 15.3 each Party shall:
- use confidential information only for the purposes of this Agreement;
 - disclose confidential information to a third party only with a prior written consent of the other Party (except that each Party may disclose Confidential Information to its professional advisors or auditors to the extent necessary and as set out in Clauses 15.2 and 15.3); and
 - ensure that any third party (other than the professional advisors or auditors of either Party) to whom confidential information is disclosed executes a confidentiality undertaking in the terms of this Clause 15.1.
- 15.2 The provisions of Clause 15.1 shall not apply to any confidential information which:
- is in or comes into the public domain other than by breach of Clause 15.1, or
 - is or has been independently generated by the recipient party or was in the possession of the recipient party prior to the date of the disclosure.
- 15.3 Each party may disclose confidential information pursuant to a statutory obligation, an order of a court of competent jurisdiction or the requirement of a competent regulatory body provided that it notifies the other Party as soon as the requirement to notify arises and shall use its reasonable endeavors to ensure that any such disclosure is made in a manner which ensures the confidentiality of the confidential information.

16. FORCE MAJEURE

Any failure of either party to perform its obligation under this Agreement shall not be a breach of this Agreement if such failure results from Acts of God, governmental action that did not result from wrong doing of the party involved in such governmental action, or labor strikes or walkouts that could not reasonably be avoided by the party subject to such labor strike or walkout. Each party shall, with the cooperation of the other, exercise reasonable efforts to mitigate the extent of a delay or a failure resulting from a force majeure condition and the adverse consequences thereof.

17. ARBITRATION

On all aspects where the above articles of this MoU are silent or for special cases of deviation from these articles, the decision mutually agreed upon NIC and User will be final. However, in case of any dispute relating to or arising out of the MoU, such dispute shall be resolved amicably by mutual consultations. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the arbitration of a sole arbitrator to be appointed by Secretary, Deptt. of Legal Affairs, Govt. of India. The Arbitration and Conciliation Ordinance, 1996 together with any modifications or re-enactment thereof and rules framed there under, as amended from time to time shall not be applicable to such arbitration proceedings under this clause.

18. INDEMNITY

PEA shall stand indemnified from all aspects of usage of the outcome creation of NKN including any eventual running of application covered under cyber law related crimes and for any antinational activities arising out of the usage of the Links. In case such activity occurs on the Link provided to the User, then the User shall be held responsible for the damages pertaining to the misuse of NKN Link.

19. NON SUABILITY

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REGISTRAR
Pandit Bhargwa Dayal Sharma
University of Health Sciences,
ROHTAK

Neither of the co-signatories to this Agreement could be sued in any court of law in India or abroad by the other party, for the events if any party is not able to perform as per any of the stipulations of this Agreement, due to circumstances beyond their control.

20. TERMINATION OF SERVICES / AGREEMENT

20.1 In case, the "User" terminates the last mile connectivity of the links provisioned by the PEA within the initial period of 2 years of provisioning the Link then, the PEA shall be liable to charge the service fee for 2 years assuming the link has been live for the period of 2 years, as a substantial amount is incurred in provisioning of last mile expenditure on Network.

The provisioning of links to a new location shall be on the basis of examination of the feasibility of new location as mutually agreed on case to case basis.

Example: In case of a 1Gbps link of >20 Kms and <=200 Kms is being terminated in the first 6 months, the fee payable by the User to the PEA shall be Rs. 28.5 lakhs (Balance 1.5 year X Rs. 19 lakhs per year for 1Gbps link)

20.2 Either Party ("the first Party") may terminate this Agreement with immediate effect by giving written notice to the other ("the Second Party"), without any compensation or damages due to the second party, but without prejudice to any other rights or remedies which either Party may have, if:

- a) the second party commits a breach of this Agreement which is not capable of remedy;
- b) the second party commits a breach of this Agreement which is capable of remedy but is not remedied within three (3) months of receipt of written notice from the first Party; or
- c) if and for so long as PEA believes that the Services used by the User, or the Access Link or the Service, do not comply with any law or regulation or cause disruption or damage to NKN, or have an adverse effect on other services available to any other User or on NKN's business relationships with any other third parties, or if PEA believes that any of the above situations appear likely.

20.3 If and for so long as PEA believes that the Access Link (or the User's use of it) causes or appears likely to cause death or personal injury, or material damage to property; or

20.4 The second party's ability to survive as an independent entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the second party, any failure by the second party to pay any of its dues to its creditors, the institution of any winding up proceedings against the second party or the happening of any such events that are adverse to the commercial viability of the second party.

20.5 In the event that PEA exercises its right to suspend the service pursuant to this Agreement, it shall, whenever reasonably practicable, give reasonable prior written notice of such suspension to the User, for which the notice shall state the grounds of such suspension and its expected duration. Where any such suspension is made in accordance with this Clause 20.4, then NKN shall, where reasonably practicable use its reasonable endeavors to minimize the effect of and the duration of any such suspension.

21. CONSEQUENCES OF TERMINATION

21.1 On expiry or termination of this Agreement:

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REGISTRAR
Pankaj Bhagwat Doyal Sharma
University of Health Sciences,
ROHTAK

- a) the PEA shall immediately cease to provide the services and shall disconnect the Access Link or at User's option, shall permit PEA to disconnect the Access Link; and
 - b) both parties shall remove any references to the availability or provision of the services on NKN from any and all publicity materials in whatever form in their possession or control (including, without limitation, any such references on the Parties respective websites) within fourteen (14) days after the effective date of termination or expiry.
- 21.2 Where Agreement is terminated, PEA shall not be obliged to refund or waive any fees (or any proportion of them) which has been paid or has become payable by the User
- 21.3 Where this Agreement is terminated, the PEA shall reserve all rights to withdraw / remove all equipment installed at the User's site by the PEA for the implementation of the NKN project.

22. NOTICES

All notices, requests or consents provided for or permitted to be given under this Agreement shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two (2) days after mailing or on the date of delivery, if personally delivered:

<p>To NIC at: National Knowledge Network National Informatics Centre 3rd Floor, Block III, Delhi IT Park, Shastrri Park, New Delhi - 110053 e-Mail: psu@nkn.in Tel: 01122380342</p>	<p>To User at: Pt. B. D. Sharma University of Health Sciences, Rohtak. Haryana - 124001 registrar.uhsrohtak@gmail.com 01262-232302</p>
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Any Party may change the address to which notices are to be directed by it to the other party in the manner specified above.

A notice served on a representative/nodal officer is taken as notice to that representative's party.

23. RELATIONSHIP BETWEEN THE PARTIES

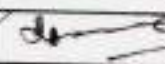

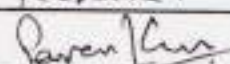
The relationship between the parties is that of independent contractors, and at no time shall either party hold itself out as being the principal, agent or partner of the other.

24. GENERAL

- 24.1 This Agreement constitutes the entire agreement between the parties relating to the subject-matter of the Agreement. The User acknowledges and agrees that it has not relied on any statement or representation made by PEA in agreeing to enter into this Agreement. Nothing in this Clause 24.1 shall operate to limit or exclude either Party's liability for fraud.
- 24.2 No variation to this Agreement shall be effective unless it is in writing and signed by authorized signatories for both Parties. An addendum for such changes shall be sent to the parties to this agreement.


REGISTRAR
Pooja Bhagat, Pooja Sharma
University of Health Sciences,
ROHTAK

In Witness Whereof, the parties have agreed this Services Agreement to be executed by their duly authorized representatives to be effective as on the 04/12/17 at New Delhi.

For and on behalf of:		
Details	National Informatics Centre (NIC), OIT, MOCS&IT, Block-A, CGO Complex, Lodi Road, New Delhi-80003	REGISTRAR Registrar. P. B. D. Sharma University of Health Sciences Rohtak Haryana 124001
Signature		
Name		Dr. H. K. Aggarwal
Designation		Registrar, Rohtak
Date		04/12/17
Place		Rohtak.
In the Presence of:		
Signature		
Name	Dr. Sukhdev Chaudhary	
Designation	Professr I/c IT	
Date		
Place	Rohtak.	
Signature		
Name	Pooja Kumari	
Designation	Programmer	
Date		
Place	Rohtak	

REGISTRAR
Dr. H. K. Aggarwal
Registrar
P. B. D. Sharma University
of Health Sciences,
Rohtak



उत्तर प्रदेश UTTAR PRADESH

ER 366582

Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is made onthis day of2019, between thePt. Bhagwat Dayal Sharma, University of Health Sciences ,Rohtak-124001,Haryana (herein after called the "Employer/Client") of the First Part.

AND

HLL Infra Tech Services Limited, Company incorporated under the Companies Act 1956, a 100% subsidiary of HLL Lifecare Limited (A Govt. of India Enterprise, under the Ministry of Health & Welfare) having its Corporate office at B-14A, Sector 62, Noida (Uttar Pradesh), a "Project and Procurement Management Consultant(hereinafter called the "CONSULTANT") of the Second Part.

WHERE AS,

- (a) CONSULTANT, has represented to the "Client" that he has the required professional skills and expertise, personnel and technical resources, to offer consultancy services for **Construction of Linear Accelerator Complex including Bunker and Nuclear Medicine Building in the campus of Pt. B.D. Sharma University of Health Science, Rohtak**, as desired by the Client.
- (b) The "Employer/Client" has requested HLL Infra Tech Services Ltd., vide letter dated **7.09.2019** to undertake the services of **Project and Procurement Management Consultancy for Construction of Linear Accelerator Complex including Bunker and Nuclear Medicine Building in the campus of Pt. B.D. Sharma University of Health Science, Rohtak**, Haryana on the terms and conditions set forth in this Contract.



NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract.
 - a. The General Conditions of Contract
 - b. The Special Condition of Contract
 - c. The following Appendices:
 - Appendix A: Description of Services as Project Management Consultant for Infrastructure
 - Appendix B: Description of Services for Procurement of Medical Equipment
 - Appendix C: Consultant's Obligations
 - Appendix D: Cost of Services for Infrastructure Component
 - Appendix E: Cost of Services for Procurement Component
 - Appendix F: Duties of the "Client"
 - Appendix G: Timeline
 - Appendix H: Tentative List of Equipment and Specifications
2. The mutual rights and obligations of the "Employer" and the "Consultant" shall be as set forth in the Contract in particular:
 - a. The Consultant shall carry out and complete the services in accordance with the provisions of the Contract; and
 - b. The "Employer/ Client" shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS OF WHEREOF, the Parties hereto have caused this Contract to be signed through their respective representatives as of the day and year first above written.

Signed by

In presence of

1.PGIMS Rohtak


(i)

.....

In presence of

2. For and on behalf of HLL Infratech Services Ltd.

(i)


A.K. Gupta


(S. Mukherjee), AVP (ID)

(ii)



A. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires the following terms whenever used in this Contract have the following terms whenever used in this Contract have the following meaning:

- a. "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- b. "Client / Employer" means PGIMS Rohtak, Haryana.
- c. "Consultant" means HLL Infra Tech Services Ltd. that will provide the Services of the "Employer/Client" under the Contract.
- d. "Contract" means the Contract signed by the parties and all the attached documents listed in its clause 1 that is this General Conditions, the Special Conditions and the Appendices.
- e. "Day" means calendar day.
- f. "Effective Date" means the date on which this Contract comes into force and effect pursuant to clause General Conditions 2.1.
- g. "Foreign Currency" means any currency other than the currency of the "Employer /Clients" country.
- h. "GC" means these General Conditions of Contract.
- i. "Government" means the Government of Haryana
- j. "Local Currency" means Indian Rupees.
- k. "Member" means any of the entities that make up the joint venture/consortium /association; and "Members" means all these entities.
- l. "Party" means the "Client / Employer" or the Consultant, as the case may be, and "Parties" means both them.
- m. "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professional and support staff who at the time of being so provided had their domicile inside the Government's country.
- n. "Reimbursable expenses" means all assignment-related costs (such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract).
- o. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.



- p. "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in 'Appendix A' hereto.
- q. "Sub-Consultant" means any person or entity to whom /which the Consultant sub-Contracts any part of the Services.
- r. "Third Party" means any person or entity other than the "Employer/Client", or the Consultant.
- s. "In Writing" means communicated in written form with proof of receipt.

1.2 Relationship between the Parties:

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer/Client" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.3 Law Governing Contract:

This Contract, its meaning and interpretation, and the relation between the parties shall be governed by the applicable laws of India.

1.4 Headings:

The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices:

- 1.5.1 Any notice request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post/ Speed Post or by email to such party at the address specified in the Special Condition.
- 1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Special Condition.

1.6 Location:

The services shall be performed at such locations as are specified as the "Employer / Client" may approve.

1.7 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer/Client" or the Consultant may be taken or executed by the authorized representatives.



1.8 Taxes & Duties:

The Consultant, Sub-Consultant and Personnel and Client/Employer shall be liable to pay such direct and indirect taxes, duties, fees and other imposition levied under the applicable laws of India.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract:

This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant to being carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for failure to become effective:

If this Contract has not become effective within such time period after the date of the Contract signed by the parties as specified above at 2.1, either party may, by not less than Sixty days written notice to the other party, declare this Contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

2.3 Commencement Services:

The Consultant shall begin carrying out the services not later than 45 (forty five) numbers of days after the effective date specified in the Special Condition.

2.4 Expiration of Contract:

Unless terminated earlier pursuant to clause 2.9 of General Conditions hereof, this Contract shall expire at the completion of Contractual obligations.

2.5 Entire Agreement:

This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modification or Variations:

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the parties. Pursuant to clause 7.2 of General Conditions here of, however, each party shall give due consideration to any proposals for modification or variation made by the other party.

2.7 Force Majeure:

2.7.1 Definition:

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party, is not foreseeable, is

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unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent), confiscation or any other action by Government agencies.

- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or by or of such party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract:

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an even of Force Majeure; provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken:

- (a) Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any case not later than fourteen days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text: "TECH SERVICES LIMITED", "B-14-A", "SECTION 8", "MUMBAI - 400 019", and "(U.P.)".

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer/Client" shall either:-

- i. Demobilize; or
- ii. Continue with the services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

(e) In the case of disagreement between the parties as to the existence or extent of Force Majeure, the matter shall be settled according to clause 8 of General Condition.

2.8 Suspension:

The "Employer/Client" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty days after receipt by the Consultant of such notice of suspension.

2.9 Termination:

2.9.1

1. By the "Employer/Client":-

The "Employer/Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this clause 2.9.1 of General Condition.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to clause 2.8 of General Condition hereinabove, within thirty days of receipt of such notice of suspension or within such further period as the "Employer/Client" may have subsequently approved in writing.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes and which has substantial bearing on providing services under this Contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause 8 of General Condition hereof.



- d) If the Consultant, in the judgment of the "Employer/Client", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - e) If the Consultant submits to the "Employer/Client", a false statement which has a material effect on the rights, obligations or interests of the "Employer".
 - f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer/Client.
 - g) If the Consultant fails to provide the quality services as envisaged under this Contract. The consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgement regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultant to improve the quality of the services.
 - h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty days.
2. In such an occurrence the "Employer/Client" shall give a not less than thirty days written notice of termination to the Consultant.

2.9.2 By the Consultant:

The Consultant may terminate this Contract, by not less than thirty days written notice to the "Employer/Client", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this clause 2.9.2 of General Condition.

- (a) If the "Employer/Client" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to clause General Condition 8 hereof within forty-five days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty days.
- (c) If the "Employer/Client" fails to comply with any final decision reached as a result of arbitration pursuant to clause 8 of General Condition hereof.
- (d) If the "Employer/Client" is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer/Client" of the Consultant's notice specifying such breach.




2.9.3 Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to clauses 2.2 of General Condition or General Condition 2.9 hereof, or upon expiration of this Contract pursuant to clause 2.4 of General Condition hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 of General Condition hereof and in clause 5.6 (iii) General Condition, any right which a Party may have under the Law.

2.9.4 Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 General Condition or General Condition 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by clauses 3.9 General Condition or General Condition 3.10 hereof.

2.9.5 Payment upon Termination:

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 of General Condition hereof, the "Employer" shall make the following payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), or 2.9.2, remuneration pursuant to Clause 6.3(e) (i) of General Condition hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to clause General Condition 6.3(e)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

2.9.6 Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (a) to (g) of clause 2.9.1 General Condition or in clause 2.9.2 General Condition hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to clause 8 of General Condition hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.



3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance:

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer/Client", and shall at all times support and safeguard the "Employer's/Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests:

The Consultant shall hold the "Employer's/Client's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer/Client and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:

- (a) The payment of the Consultant pursuant to clause General Condition 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to clause 3.2.2 General Condition hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant's, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer/Client" on the procurement of goods, works or services, the Consultant shall comply with the Employer's/Client's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer/Client". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer/Client".

3.2.2 Prohibition of Conflicting Activities:

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultant's and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.



3.3 Confidentiality:

Except with the prior written consent of the "Employer/Client", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be taken out by the Consultant:

The Consultant

- (i) shall take out and maintain, and shall cause any Sub-Consultant's to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer/Client", insurance against the risks, and
- (ii) At the "Employer's/Client's" request, shall provide evidence to the "Employer/Client" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing:

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with public works accounting system in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof; and

3.6 Consultant's Actions to be informed to "Employer's/Client's":

The Consultant shall keep the "Employer/Client" informed in writing about the following actions namely:

- (a) Any change or addition to the Personnel.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer/Client". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer/Client" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer/Client" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer/Client", or to resume the performance of the Services itself.

3.7 Reporting Obligations:

The Consultant shall submit to the "Employer/Client" the reports and documents in the numbers and within the time periods set forth.

3.8 Documents Prepared by the Consultant to be the Property of the "Employer":

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer/Client" under this Contract shall become and remain the property of the "Employer/Client", and the Consultant shall, not later than upon termination or expiration of this Contract,



deliver all such documents to the "Employer/Client", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer/Client and the Employer/Client reserves right to grant or deny any such request. However, this restriction shall not exist after one year of completion of the Contract.

3.9 Equipment, Vehicles and Materials Furnished by the "Employer":

Equipment, vehicles and materials made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly with funds provided by the "Employer/Client", shall be the property of the "Employer/Client" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Employer/Client" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer/Client" instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Employer/Client" in writing, shall insure them at the expense of the "Employer/Client" in an amount equal to their full replacement value.

3.10 Equipment and Materials Provided by the Consultants:

Equipment or materials brought by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANT'S

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance and Exemptions:

Unless otherwise specified in the Special Condition, the "Employer/Client" shall use its best efforts to ensure that the Employer/Client shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Issue to officials, agents and representatives of the Employer/Client all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the Special Condition.

5.2 Change in the Applicable Law Related to Taxes and Duties:

If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Consultant for providing the services i.e. Goods Service Tax (GST) or any



such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b) General Condition.

5.3 Services, Facilities and Property of the "Employer/Client":

- (a) The "Employer/Client" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property at the times and in the manner which shall be described in later stage if necessary.
- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services .

5.4 Payment:

In consideration of the Services performed by the Consultant under this Contract, the "Employer/Client" shall make to the Consultant such payments and in such manner as is provided by Clause 6 General Condition of this Contract.

5.5 Counterpart Personnel:

- (a) If necessary, the "Employer/Client" shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the "Employer/Client" with the Consultant's advice, if specified in Appendix E.
- (b) Professional and support counterpart personnel, excluding "Employer's/Client's" liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the "Employer/Client" shall not unreasonably refuse to act upon such request.

5.6 Confidentiality:

Employer/Client and its personnel shall not disclose any confidential information furnished by the Consultant during the course of execution of the Contract without prior permission of the Consultant.

6. PAYMENTS TO THE CONSULTANT

6.1 Consultancy fee for the Services

- (a) The consultancy fee for the Services payable is set forth in Appendix D as per



the Consultant's proposal to the Employer/Client and as negotiated thereafter.

- (b) Except as may be otherwise agreed under Clause General Condition 2.6 and subject to Clause General Condition 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- (c) Notwithstanding Clause 6.1(b) General Condition hereof, if pursuant to any of the Clauses GC 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) General Condition above, the ceiling or ceilings, as the case may be, set forth in Clause 6.1(b) General Condition above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment:

All payments shall be made in Indian Rupees.

6.3 Terms of Payment The payments in respect of the Services shall be made as follows:

- (a) Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per Appendix D.
- (b) Upon submission of invoice by the Consultant after achieving the respective milestone / stage, the Employer/Client shall release the requisite payment upon acceptance of the milestone / stage achievement. However, if the Employer/Client fails to intimate acceptance of the milestone / stage or its objections thereto, within 30 days of receipt of it, the Employer/Client shall release the payment to the Consultant without further delay.
- (c) Final Payment: The final payment as specified in 'Appendix D' shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer/Client". The Services shall be deemed completed and finally accepted by the "Employer/Client" and the final report and final statement shall be deemed approved by the "Employer/Client" as satisfactory thirty (30) calendar days after receipt of the final report and final statement by the "Employer/Client" unless the "Employer/Client", within such thirty (30) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- (d) All payments under this Contract shall be made to the accounts of the Consultant.
- (e) In case of early termination of the Contract, the payment shall be made to the Consultant as mentioned here with:



- i. Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.
- ii. A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis.

The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith:

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract:

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause General Condition 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement:

Performance of the Contract is governed by the terms & conditions of the Contract, in case of dispute arises between the parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause 8.2 General Condition shall become applicable.



8.2 Arbitration (AMRCD):

- (i) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts between CPSE's/Port trusts inter se and also between CPSE's and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Department), such disputes or difference shall be taken up by the either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

8.3 Jurisdiction of agreement shall be Rohtak, India

9. Miscellaneous provisions:

- (ii) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (iii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iv) The Contractor/ Consultant shall notify the Employer/Client the Employer/Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (v) Both Parties shall at all times indemnify and keep indemnified the other party against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) Both Parties shall at all times indemnify and keep indemnified the other party against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of other party.
- (vii) Both Parties shall at all times indemnify and keep indemnified the other party against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

B. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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1. The addresses are:

1. "Employer/Client" : **PGIMS-Rohtak, Haryana**

Attention:

Ph. No. :



2. "Consultant" : **HLL Infra Tech Services Limited,**
 B14A, Sector-62, Noida 201307
 Attention: Shri A.K. GoEL
 Ph. No. : 0120-4071500
2. 1.7 The Authorized Representatives are
For the Employer:
 Shri
 (Designation)
- For the Consultant:**
 Shri A.K. GoEL
 (Designation) Chief Engineer (ID)
3. 2.1 The Contract shall come into effect from the
 date of signing of Contract
4. 2.3 The commencement of services shall begin
 not later than 45 days from the effective date
 of Contract
5. Nil Penalty & Liquidity Damages : Penalties and
 Liquidity Damages of 0.5 % of undelivered
 value per week subject to maximum of 5%
 shall be applicable in case of non-
 achievement of milestone

APPENDIX - A

DESCRIPTION OF SERVICES PROJECT MANAGEMENT CONSULTANT FOR INFRASTRUCTURE

A. Objectives of the Assignment as Project Management Consultant

The Consultant shall under take the following Services:

- i) Preparation and submission of DPR.
- ii) Preparation of tender documents as per CPWD/Works Manual norms/guidelines, drawings, specifications, and other bid documents required to undertake construction of the project.
- iii) Submission of bid document to client for concurrence, if required.
- iv) Invitation of bid in single or multiple packages.
- v) Publishing NIT in National dailies.
- vi) Interacting with prospective bidders and furnishing all the requisite information, including the site visit.
- vii) Short listing of bidders as per eligibility criteria.
- viii) Processing the bid for price bid and its submission to client for final approval.
- ix) Receiving the bids, Opening bids, Evaluating and deciding upon the final outcome adhering to all GFR, CVC and Fair practices.
- x) Final recommendation of Consultant shall be forwarded to employer for concurrence.
- xi) Preparation of detailed Architectural and Structural Drawings and design , for Civil Construction including of all services e.g. electrical, HVAC, Plumbing, Fire Fighting, Fire Detection, Horticulture and Landscape.
- xii) Proof checking of the structural design will be done by IIT/ or any other reputed Government Institute on charges to be borne by the 'Employer'.
- xiii) Release of Good for Construction drawings (GFC)to the site to enable Contractor to take up construction work.
- xiv) Modify the drawings if so decided by Employer/Client and submit the same for formal approval.
- xv) Modifications/improvements in design, if required, as per the actual requirements at site.
- xvi) Site supervision, Monitoring, control and review of the project as per the schedule.
- xvii) Release of Payment to the Contractor for and on behalf of Employer/Client, as per terms of agreement with Contractor.
- xviii) To make provision in the tender document of defects liability period as per current practice


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- xix) PMC would obtain completion/ occupancy certificate along with statutory permissions required, if any, from statutory authorities for occupation of the Building.
- xx) To arrange and obtain for all external service connections viz. electricity, water, sewer connection etc as may be required for functionality of the building.
- xxi) To provide As Built drawings and inventory list to client.
- xxii) All the requirements of local labor laws & other bylaws and/or any other Govt. body shall be abided.
- xxiii) The Consultant shall incorporate the standard clause for arbitration in the Contracts awarded by them to different Contractors.
- xxiv) The Consultant shall conduct meetings with Authorized representative(s) of the Employer/Client as per their convenience to review the progress, expenditure and other issues relating to the project.
- xxv) To handle in settlement of all Contractual disputes.
- xxvi) PMC shall also apprise the employer of the progress and/or activities of the project on weekly/fortnightly/ monthly basis as deemed fit.



APPENDIX - B

DESCRIPTION OF SERVICES AS PROCUREMENT CONSULTANT FOR PROCUREMENT OF MEDICAL EQUIPMENT

The Consultant shall undertake the following services:

- i. To assist Employer/Client in finalization of List of Requirement
- ii. Assisting Employer's/Client's Technical Specification Committee in finalisation of Specification.
- iii. Preparation and submission of Tender enquiry document to Employer/Client for approval.
- iv. Floating/ publication of NIT /inviting bids.
- v. Holding pre-bid meetings.
- vi. Addressing pre-bid issues in consultation/ approval of Employer/Client and posting amendments.
- vii. Opening of Bids.
- viii. Carrying out Techno-commercial and price evaluations of bids received along with Employer/Client nominated members to evaluation, if any.
- ix. Submission of purchase proposal and recommendations for approval.
- x. Release of Notification of Award, on behalf of Employer/Client.
- xi. Monitoring of implementation of the project execution.



APPENDIX -C

Consultant's Obligations

1. Statements/ adjustments of accounts.
2. Consultant will have regular meetings with Employer/Client for sharing and discussing the progress, emergent lessons and outcomes. However, the specifics of ongoing bidding processes will not be discussed during these meetings.
3. Information to external organizations (this does not however apply to meetings with donor agencies) and meetings with press /media should not be done by the Consultant. This can only be done in exceptional cases with written permission of Employer/Client. All details must be provided by Consultant in advance and must be agreed by the Employer prior to their being handed out for any purposes of external communication.
4. The Consultant shall as part of the Services prepare and submit the following reports/ documents for information/ approval as agreed by the Employer/Client:
 - a) Quarterly reports shall be submitted throughout the Contract period clearly indicating the progress on procurement activities as well as advisory services provided to Employer/Client in previous quarter. These reports will include at least the Activities carried out and outputs achieved during the past period, Activities and outputs planned for the coming period, Delays, bottlenecks and ways to solve problems etc.
 - b) Concept Plan.
 - c) PPR / DPR.
 - d) Tender enquiry document
 - e) Bid Evaluation reports and Recommendation for approvals
 - f) Statements of Accounts on quarterly basis



Handwritten signature and blue circular stamp of HILL INFRA TECH SERVICES LIMITED. The stamp contains the text: B-14-A SECTOR, NOIDA-201301 (I.P.)

APPENDIX - D

COST OF SERVICES FOR INFRASTRUCTURE COMPONENTS

A. DESIGN & DETAILED ENGINEERING (Building & Services)

The fee/commission payable to the Consultant by the Employer shall be 5% of the actual cost of Building & Services, plus all applicable taxes including Goods & Services Tax (GST). The fees amount will be charged from the deposit received from client for the project. The Consultancy Fee (CF) shall be paid as per the following schedule:

S. No.	Description of Stage of Services	% of fee*
	Preparation of conceptual architectural Plans for buildings & services	0.35%+GST
	Preparation/ submission drawings for local bodies/authorities and approval as per requirements	0.35%+GST
	Preparation of Bills of Quantities, estimated project cost, technical specifications & tender documents for building& services.	0.35%+GST
	Preparation of engineering drawings for internal and external electrical services, water supply, sanitary sewerage etc. based on detailed architectural plans.	0.35%+GST
	Preparation of civil and structural drawings	0.80%+GST
	Total	2.20%+GST

B. Project Management Services (Building & Services)-

S. No.	Description of Stage of Services	% of fee*
1	Pre-qualification of Contractors, issue of tenders, receipt, technical and financial Scrutiny by Consultant and placement of order(s)	0.35%+GST
2	Project Management including supervision of works of the Contractors, quality control, checking/verification of their monthly running and final bills, etc	
a	Completion of Foundation works upto plinth level	0.35%+GST
b	Completion of structures including finishing works	0.70%+GST



C	Completion of internal / external services including utilities	0.70%+GST
D	Completion of Testing and Commissioning of Building works, services& utilities	0.45%+GST
3	On successful handing over (Acceptance by Employer)	0.25%+GST
	Total	2.80%+GST

TOTAL FEES (A+B): The consultancy fee excludes advertisement, statutory clearances/approvals/ deposits/ fees, legal fees and running of Project Monitoring Unit (including cost escalation), Soil testing, Proof Checking of Structural designs/ drawings through external agencies or experts, legitimate payments made for obtaining completion certificates/ NoCs/ services tax, GST on consultancy Fee as applicable and other reimbursable on submission of relevant Bill/ voucher by the Consultant.

Civil Construction Cost – 10% of the estimated value of civil works in DPR shall be released on approval of DPR and balance shall be released based on the actual progress of the Civil Works so that construction funds at any point of time shall not fall below 10% of the total civil cost.

APPENDIX – E

COST OF SERVICES FOR PROCUREMENT COMPONENT:

- I. The fee/commission payable to the Consultant by the Employer shall be 2% of the actual cost of procurement, plus Good & Service tax (GST), as applicable. The fees amount will be charged from the deposit received from client for the project.

The Consultancy Fee (CF) shall be paid as per the following schedule:

Sl. No.	Milestones(Deliverables)	Fee	Remarks
1	Against preparation of tender documents	0.25%+GST	On Estimated Tender value
2	Against publication of tender documents/NIT	0.25%+GST	
3	Against tender opening, evaluation and submission of purchase proposal upto and including the stage of IPC decision thereon	0.50%+GST	On the actual cost of purchase proposal submitted to PGIMS, Rohtak**
4	Against issue of Notification of Award	0.50%+GST	On the actual cost of Procurement
5	Against delivery, installation and successful commissioning of equipment	0.50%+GST	
	Total	2.00%+GST	

** If the tender/ Purchase proposal gets scrapped due to the inability/ action of Consultant , then the Client need not pay any Consultancy fee to Consultant upto that stage.

If, due to any reason not attributable to Consultant, the indent or part of the indent is cancelled after NIT publication, Consultant will have claim of the consultancy fee up to that stage

IF HITES proposes to supply some equipment against tolerance clause /Rate Contract of current tenders / orders and same is accepted by client, CF up to 4th milestone (Against issue of Notification of Award) i.e 1.5% shall be paid on submission of Notification of Award along with Bill and balance 0.5% shall be paid on achievement of 5th milestone (Against delivery, installation and successful commissioning of equipment)


B-14-A
DIRECTOR
PGIMS-20130
(U.P.)
HILL PATH
ROHTAK (HITES)
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II. REIMBURSABLE:

In addition to Consultancy Fees as above, Employer shall pay the following actual expenses plus applicable Goods & Service Tax (GST):

- 1 Cost with respect to IFB publication charges.
- 2 Testing charges- if required by Employer.
- 3 Reasonable legal expenses generally paid by Employer in accordance with the good industrial practices.
- 4 Actual insurance premium paid- if any specific insurance is requested by Employer.
- 5 Any additional and/or new statutory taxes, duties etc. applicable during the execution of project as per the law of the land.

III. COST OF PROCUREMENT:

100% of procurement cost (without AMC/CMC value) shall be released to the Consultant before placement of Notification of Award. NOA will be placed only after receipt of funds towards procurement cost from Employer.

Custom Duty, Port clearing & forwarding expenses, In-land transportations, loading unloading, warehousing (if applicable) charges, detention/ demurrage not attributable to Consultant, Foreign exchanges variations, duties & taxes variations, if any, etc. will form part of procurement cost.




APPENDIX - F

DUTIES OF CLIENT:

- i. Provide encumbrance free project site.
- ii. Nomination of a coordinator for the project coordination with Consultant's team during the consultancy service period.
- iii. Furnish the Consultant with necessary data, specifications and other necessary documents related to the tasks to be carried out by Consultant.
- iv. Reasonably furnished Project Site Office for Consultant's project team.
- v. Project details in terms of Floor wise requirement and Planning of relevant activities.
- vi. Statutory approval related aspects such as Municipal approvals, Fire approvals, Aviation clearance, Environmental impact assessment or any other activity related to statutory approval.
- vii. Signing of Documents for obtaining labour license by the selected Contractor and other Statutory approvals.
- viii. Timely release of Project fund & other payments including third party payment as recommended by Consultant.

APPENDIX G

Timeline

Sl.No.	Description	Duration of individual activity	Cumulative duration
1.	Preparation & submission of concept plans by HITES in consultation with Client/ Client's representative	1.00 Month	1.00 Month
2.	Approval of concept plans by Client	0.50 Months	1.50 Months
3.	Submission of DPR by HITES	1.00 Months	2.50 Months
4.	Approval of DPR by Client	0.50 Months	3.00 Months
5.	Preparation & submission of Drawings for Statutory approval (If required)	Parallel with tendering	3.00 Months
6.	Obtaining statutory approvals (If required)	Parallel with tendering	3.00 Months
7.	Tender preparation & issue of NIT	1.00 Months	4.00 Months
8.	Bid process evaluation with recommendation for award of work	2.00 Months	6.00 Months
9.	Client approval for award of Contract & issue of LOA to Contractor	0.50 Months	6.50 Months
10.	Commencement of construction at site and completion of construction	18.00 Months	24.50 Months
11.	Finalization of requirement for Procurement of Medical Equipment , tender floating, evaluations , procurement proposal to Client and its approval, order placement, LC opening, Pre dispatch inspection, Delivery, Installation, Commissioning through single/multiple tenders in sync with construction/site readiness	Tendering, ordering, Delivery in synchronization with site readiness within 18 months of construction + 1.00 months for equipment installation after construction completion	25.50 Months
12.	Total Duration for Project handover		25.50 months Say 26 Months
13.	Post Construction Defect Liability Period	12.00 Months	

The Timelines are from effective date of MoU.



APPENDIX H

Tentative List of Equipment and Specifications

- i. **Linear Accelerator Block (LINAC)**
 - a) **High Energy Linear Accelerator- 1 No.**
 - b) **CT Simulator - 1 No.**
- ii. **Nuclear Medicine Block**
 - a) **P.E.T. CT Scan**
 - b) **Gamma Camera**

Final list of Equipment & Technical Specifications shall be drawn during project take off meetings / as planned during execution, at appropriate stage.



Bond		Indian-Non Judicial Stamp Haryana Government		Date : 12/10/2021
Certificate No.	P0L2021J105		Stamp Duty Paid : ₹ 101	(Rs. Only)
GRN No.	83114173		Penalty : ₹ 0	(Rs. One Day)
Deponent				
Name :	Haryana Knowledge Corporation limited			Ashok Kumar E-Stamp Verifier Reg.No 8191-24/08 Mob. No 9591911355 I/D _____
H.No./Floor :	Plot1	Sector/Ward : 22	Landmark : It park	
City/Village :	Panchkula	District : Panchkula	State : Haryana	
Phone :	87*****68			
Purpose : M O U to be submitted at Concern				

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrahvy.nic.in>

AGREEMENT

This Memorandum of Understanding (hereinafter referred to as "AGREEMENT") is made and executed on this 18th day of October 2021 for providing Online Recruitment Software Services for Online Data Collection and processing, and other responsibilities as mentioned in this agreement for application of various Posts under different categories for associated Universities on behalf of Pt. B.D. Sharma University of Health Sciences, Rohtak.

BETWEEN

Pt. B.D. Sharma University of Health Sciences, Rohtak located at Rohtak, Haryana acting through its authorized signatory, Dr. H.K. Aggarwal Registrar (hereinafter referred to as 'University' which term shall so far as the context admits be deemed to mean and include its successors, and assignees as the party of the first part)

AND

Haryana Knowledge Corporation Limited, a Company incorporated and registered under the Companies Act, 1956, having registration no. U80904HR2013PLC050331 and having its registered office at 4th Floor HSIIDC IT Park, Plot No. 1, Sector 22, Panchkula 134109 Haryana, acting through its authorized signatory Sh. Vikas Desai, Managing Director & CEO, hereinafter referred to as "HKCL" (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the second part.

WHEREAS HKCL is a high-tech initiative of the Government of Haryana in fields of Education, Governance and Empowerment programs, technologies, products, solutions, and services to the people of Haryana and has a proven experience in the said fields,

And whereas, Pt. B.D. Sharma University of Health Sciences, Rohtak keeping in view that HKCL is a corporation promoted by Haryana Government, having experience in the field, has agreed to appoint HKCL for providing services for preparing the software for accepting applications and online data collection and processing i.e. providing facility to aspiring candidates to fill in the application form, submitting it with requisite application fees through banking gateway provided by University to generate downloadable online admit cards, generate and publish merit list, cut off list, selection list and waiting list for recruitment process as per the scope mentioned in this agreement for the post of Staff Nurse for various associated universities thereof and sending SMS to the candidates as and when required by the University in the state of Haryana on behalf of Pt. B.D. Sharma University of Health Sciences, Rohtak.

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,



Registrar


Vikas Desai
Managing Director & CEO

NOW THEREFORE the parties hereto agree to enter this agreement specifying their rights, responsibilities, and arrangements as herein below:

1. **Scope:** The scope of this AGREEMENT is only indicative it shall include any application/process/information to be created to make this AGREEMENT effective.

Creating and Managing online Portal for Application Forms against the advertised post for the recruitment, to be sought from candidates and the development of related software application.

A (I). Scope relating to the Application Forms for recruitment to be sought from candidates and the development of related software application) is given below

Information System Module

1. Website management:
 - Information about University
 - Advertisement
 - Important dates
 - Eligibility criteria
 - Circulars/ Ordinances / Notices / Corrigendum
2. Content Management on Web portal for recruitment
3. Appointing Single point contact

Category (Post) Configuration Module

1. Configuration of Post, Eligibility, Qualification, and Experience
2. Application fee configuration

Candidate Registration Module

1. Online application with eligibility check
2. Registration of candidate
3. The software will have following major sections:
 - Creating Individual User profile using software
 - Personal Information section
 - Addresses section with Tele. or Mobile No.
 - Contact Information section
 - Eligibility Information section
 1. This section will check the eligibility in terms of applicant's qualifying examination, year of passing, required percentage marks, and any other specific information to be captured.
 - Other academic qualification details section
 - Generation of Required documents section
 - Experience details section
4. Upload applicant's passport size photograph, signature, on the online registration form
5. Software will validate the application considering the configured eligibility per post
6. Payment facilitation through Payment Gateway provided by the University

Pre Examination Module / Written Exam Admit Card Generation and related services

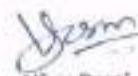
1. Inputs like exam Centre, number of seats, time, blocks address of exam center, etc. will be provided by University and HKCL will allocate the candidates as per logic provided by UNIVERSITY.
2. Software will generate post wise seat numbers of the candidate for examination.
3. Online downloadable admit cards will be displayed on the website which can be downloaded by the candidates anytime(as per time schedule suggested by University)
4. Attendance sheet will be generated in PDF format and shared with university through Electronic medium only.
5. Exam related information shall be communicated to all the eligible candidates by SMS.

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,



Registrar



Vikas Desai
Managing Director & CEO

Post examination Module / Interview Admit Card Generation and related services

1. After Exam, list of candidates qualified for interview process will be shared by UNIVERSITY.
2. Admit cards for the interview process will be displayed in all eligible candidates' login.
3. Based on the candidate score, vacancies for the post and the norms of the allocation, Software will generate Merit List, and will be handed over to the University.
4. Selected candidates shall be communicated by SMS.

Anti-on Technical Services

Servers will be provided and maintained by HKCL as per the requirement of applications.

1. Responsibilities of University and HKCL

Under the terms of this AGREEMENT, Responsibilities of Pt. B.D. Sharma University of Health Sciences, Rohtak and HKCL are as follows:

Sr. No.	Role	Responsibilities of UNIVERSITY	Role	Responsibilities of HKCL
1.	I	Appoint a Project Coordinator who will act as a single point of contact with HKCL for all activities regarding this project.	I	Nominate a Project Coordinator who will act as a single point of contact with UNIVERSITY for all activities regarding this project.
2.			R	During the implementation of the Project hereunder, HKCL shall give telephonically or by email the necessary support to UNIVERSITY authorized officers.
3.	I	Ensure that the process of filling in and submission of the Application form shall be done on the website developed and hosted by HKCL.		
		Development Phase		
4.	R	Provide all documents deemed necessary to describe fully, the application and recruitment process. To inform in writing the interpretation, meaning, logic, etc. regarding Recruitment process. In case, the same has to be changed at a later date, then it would be acted upon by HKCL only on the requisite changes being communicated by UNIVERSITY in writing. The requisite changes will take time depending upon the nature of change. UNIVERSITY shall inform HKCL about the change/development well in advance and shall not impose to make changes in last minute.	I	Get the re-engineered application and recruitment process defined and documented as per the requirements provided by UNIVERSITY. HKCL shall inform UNIVERSITY in writing the working days within which the requisite changes can be arranged to be incorporated and implemented. In case, major changes are involved and more than one working day would be required, then HKCL should inform accordingly to UNIVERSITY.

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,


Registrar


Vikas Desai
Managing Director & CEO

Sr. No.	Role	Responsibilities of UNIVERSITY	Role	Responsibilities of HKCL
5.	R	Extend full Co-operation to HKCL's team in designing and developing the application software for filling in the application form and recruitment process. All the requirements shall be discussed to all stake holders before sharing with HKCL's Team. Once requirements has been shared, no further iteration will be communicated.	I	Get the software application designed and developed to facilitate the application form filling and recruitment process as per the requirements provided by UNIVERSITY. HKCL shall treat all the requirements important and complete the requirement in mutually decided time frame.
6.	R	Accompany at the time of testing and evaluating the test cases as per logic required to be built in the application. UNIVERSITY will give in writing that software is developed as per required logic and norms specified by UNIVERSITY and be launched further for public.		-----NIL-----
7.		-----NIL-----	R	Get the central recruitment website designed, developed and arrange hosting thereof on the URL which will be communicated to UNIVERSITY to publish information from time to time related to recruitment process, centrally receive online Application forms, publish Merit Lists, and provide web-based facilitation services such as sms to the candidates as listed in the scope.
		Implementation Phase		
8.	R	Provide one person who will be responsible to give correct inputs to call center people and resolve their queries immediately. One person should be continuously available in call center during office hours for administrative queries.		Provide one person who will be responsible to give correct inputs to resolve their queries immediately. One person should be continuously available in call center during office hours for technical queries.
		Operations Phase		
9.	I	Publish the notification regarding the recruitment process in Newspapers and provide a copy thereof to HKCL well in advance.	R	Prepare the system for acceptance of application w.e.f. notified date for acceptance of application. The payment will be received through Payment Gateway provided by University and HKCL will provide integrated

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,


Registrar


Vikas Desai
Managing Director & CEO

Sr. No.	Role	Responsibilities of UNIVERSITY	Role	Responsibilities of HKCL
				payment gateway to facilitate candidates to make payment.
10.	R	Use the login and password provided by HKCL to keep a track of application form filling stage, to the person/officer authorized by UNIVERSITY.	I	Arrange to provide to UNIVERSITY online access to the central website to keep a track of application form filling stage.
		Pre Examination Stage / Written Exam Admit Card Generation and related services		
11.	I	Identify and establish examination centers for all stages to facilitate the Test and provide requisite information to HKCL for generation of the attendance sheets.	R	Get the seat number allocated to the candidates and get the attendance sheets, as per the centers allotted at each stage given by UNIVERSITY.
12.	R	Conduct online/written examination at the identified Examination centers for eligible candidates.	R	Arrange to make available downloadable online Admit Cards to the eligible candidates on the website at each stage.
		Post Written Test stage / Interview Admit Card Generation and related services		
13.	R	Provide to HKCL the criteria for generation of merit list and cut-off list in writing approved by apex authority.	R	Get the merit list and cut-off list generated as per the criteria given by UNIVERSITY and forward the same to UNIVERSITY for verification and approval.
14.	R	Check and verify correctness of the merit and cut-off give approval in writing for the same.	I	Arrange to display on the website the merit list and cut-off list as approved by UNIVERSITY, on receipt of approval in writing from UNIVERSITY to maintain the transparency of the process.
15.	I	Conduct the interviews of shortlisted candidates.	R	Get the online interview call letter of the shortlisted candidates for interview generated as per the specifications provided by UNIVERSITY according to center(s) fixed by UNIVERSITY.

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,



Registrar



Vikas Desai
Managing Director & CEO

Sr. No.	Role	Responsibilities of UNIVERSITY	Role	Responsibilities of HKCL
16.		-----NIL-----	I	Arrange to publish final selection and merit list as provided in writing by UNIVERSITY on the website.
17.	R	Acknowledge receipt of the said pen-drive and downloadable link and give a 'Project Completion Certificate' Data will be preserved by UNIVERSITY for any further reference	I	Submit soft copies of application form data in non-editable format related to the lists on a pen-drive and downloadable link to UNIVERSITY. HKCL will maintain the data on the server for up to 12 months from the declaration of result.

2. REQUIREMENT SUBMISSION & TERMS

- 2.1 UNIVERSITY shall submit at least 21 days before publication of the advertisement, complete details of the concerned post i.e. No. of posts, eligibility, reservation details etc., so that HKCL shall get sufficient time for efficient launch of the opening of advertisement.
- 2.2 All the specifications shall be given to HKCL only after discussion with all the concerned officials/stake holders at the UNIVERSITY.
- 2.3 Changes/ Additional development will take appropriate time depending upon the nature of task and the same shall be formally communicated by HKCL to University.
- 2.4 Technical team will work remotely to provide necessary support for software configuration, customization, development and bug-fixing.
- 2.5 Public Holidays and Non-Working days may affect the delivery of changes/developments assigned to HKCL.
- 2.6 HKCL shall go live, after the confirmation in writing from the UNIVERSITY and no further amendments will be entertained after go live.
- 2.7 The terms and conditions mentioned in this agreement shall be applicable to all the work orders given by UNIVERSITY to HKCL for this project.
- 2.8 In case the scope of work changes or the financial terms in any of the work orders given in future by UNIVERSITY to HKCL, then an annexure adjoining to this agreement shall be agreed mutually and signed by both the parties.

3. FINANCIAL TERMS:

HKCL for providing services of its online Recruitment portal shall charge to University as under:

- 3.1 Lump sum amount of Rs.300000/- which shall be paid by University within 7 working days of signing of this MOU or at the time of launch of application whichever is earlier.
- 3.2 University shall pay to HKCL an amount below to be calculated on the basis of number of applications received :

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,



Registrar



Vikas Desai
Managing Director & CEO

S. No	No. of Applications received/ per advertisement	Amount per paid application, (In INR)
1	0 – 6000	Lump sum of Rs. 300,000/- (upto 6000 applications)
2	6001 to 10000	50
3	10001 and above	35

Additional invoice for S.No. 2 and 3 shall be raised at the time of completion of application. The invoices shall be billed extra with taxes applicable, if any.

3.3. University shall deposit / transfer payment as per S. No. 1, 2 and 3 in following Bank Account of HKCL:

Account Name: Haryana Knowledge Corporation Limited.
Name of Bank : ICICI Bank Limited
Bank Account No.: 001305009902
NEFT/RTGS IFSC Code: ICIC0000013
Address of Bank: SCO 9-10, Sector 9-D, Chandigarh, 160017.

3.4. HKCL shall submit complete application data and invoice to the University within 10 days of completion of registration process.

3.5. In case, recruitment process is not started or not completed due to any reasons within 90 days from signing of this agreement, then the University shall pay minimum lump sum amount as mentioned in Clause 3.1 within 30 days of cancellation of recruitment process.

3.6. The rates mentioned above in clause 3.1 and 3.2 are applicable for current financial year (2021-2022) only from the date of signing of this MoU and the same shall be revised upwards by minimum 5% for every extended year of services provided by HKCL to University under this MOU.

3.7. Any deductions (including for TDS) made by the University should be informed to HKCL. In case of TDS, University should provide the TDS certificate within period specified as per statutory provisions of applicable law.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. HKCL explicitly informs that MKCL, one of the promoters of HKCL has exclusively developed the software and/or its versions required for rendering the said services. As such, the methodology, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and their design, look and feel, are explicit Intellectual Property of MKCL only.

4.2. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

4.3. The data regarding the applicants/ candidates registered/applied for recruitment, the merit list/s, eligible candidates' list, cut-off list, selection list/s and waiting list/s shall be the property of the UNIVERSITY and HKCL shall have the right of access thereto only to the extent of and for performing its responsibilities hereunder. If any application/s for information is received by HKCL under The Right To Information Act, 2005 regarding any of the said matters then, only UNIVERSITY shall be responsible for replying since the property rights are held by it.

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,


Registrar


Vikas Desai
Managing Director & CEO

5. NON-DISCLOSURE

- 5.1 Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is :
- a) Inconsequential or obvious;
 - b) Already in its possession other than as a result of a breach of this clause; or
 - c) In the hands of the public other than as a result of a breach of this clause.

In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

6. INDEMNITY

- 6.1 HKCL party hereby agrees to indemnify the UNIVERSITY, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, employees or agents, resulting from, arising out of or relating to :-
- a) a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
 - b) failure to perform any obligations contained herein;
 - c) a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements;
 - d) any willful misconduct or negligent acts by it or any of its officers, directors, employees or agents.
 - e)

7. CONTRACT INTERPRETATIONS

- 7.1 In this AGREEMENT unless otherwise specified:
- a) All words/terms denoting the singular shall include the plural and vice-versa;
 - b) All words/terms denoting any gender shall include all genders.

8. HEADINGS

- 8.1 The Headings used under this AGREEMENT for a group of terms and conditions are meant to serve only as a convenience. The Headings are not to be considered for the interpretation of terms or conditions in the AGREEMENT.

9. VALIDITY

- 9.1 This AGREEMENT embodies the entire, sole and exclusive AGREEMENT and understanding between the parties hereto with respect to the subject matter hereof.
- 9.2 Any amendment or modification or waiver in connection with this AGREEMENT will not be effective unless made in writing and signed by both the parties.

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,



Registrar



Vikas Desai
Managing Director & CEO

- 9.3 If any provision of this AGREEMENT is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 9.4 This AGREEMENT shall be effective from the date of signing and shall be valid for a period of maximum five years. The validity of this agreement can be extended further, on mutually agreed terms and conditions by both the parties.
- 9.5 Separate work order will be required for every advertisement.

10. WAIVER

- 10.1 The party that is entitled to the benefit hereof may waive any term or condition of this AGREEMENT at any time. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion.

11. FORCE MAJEURE


- 11.1 Neither party to this AGREEMENT shall be liable for any failure or delay on its part in performing any of its obligations under this AGREEMENT if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- 11.2 Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performances hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- 11.3 Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this AGREEMENT, be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. PROVIDED however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this AGREEMENT then such party shall give immediate notice by registered mail or courier to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

12. TERMINATION

- 12.1 The AGREEMENT can be terminated by either party giving the other party, a prior written notice of not less than three months of its intention to do so but without dishonoring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the other party.
- 12.2 The AGREEMENT shall also stand terminated for any reasons such as legal processes, acts of the State or similar such exigencies beyond the normal control of the party concerned and which disable any of the parties hereto from functioning further.
- 12.3 The agreement may also be terminated by both parties by mutual consent.
- 12.4 Both the parties shall honour commitments made prior to the date of notice, complete the ongoing work to avoid major inconveniences or serious dislocations of the work of either party and shall settle any outstanding dues without recourse to compelling action, upon such termination.

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,



Registrar


Vikas Desai
Managing Director & CEO



enabling children and their families faced with cancer
National Society for Change for Childhood Cancer in India

www.cankidsindia.org

MEMORANDUM OF UNDERSTANDING

Between

**PT. BHAGWAT DAYAL SHARMA
POST GRADUATE INSTITUTE OF MEDICAL SCIENCES,
ROHTAK**

&

CANKIDS...KIDSCAN

FOR CHANGE FOR CHILDHOOD CANCER IN INDIA

Valid from November 2022 to October 2027

(This is not a legal document, license or contract but an understanding between the two parties)

Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)



CanKids...KidsCan

Regd. Office : D-7/7 Vasant Vihar, New Delhi - 110 057, India. Tel. : +91 4166 3670/1 • Help Line No. : 18001236272, +91 09953591578 • E-mail : info@cankidsindia.org

Registered under the Societies Registration Act of 1860. Registration No. S/RS/SW/0736

Donations are exempted from Income Tax under Sec. 80 G and of I.T. Act of 1961. Foreign Contributions welcome

Contributions to CanKids are payable to CanKids...KidsCan

This Memorandum of Understanding ("MOU") dated 1st November 2022 is made and entered into at India, by and between:

CanKids...KidsCan, a National Society dedicated to change for childhood cancer in India, registered under the Societies Registration Act, 1860, having its registered office at D7/7, Vasant Vihar New Delhi -110057, represented by its authorized signatory Ms. Poonam Bagai (herein after referred to as "Cankids" which expression shall unless repugnant to its meaning or context thereof be deemed to include its successors, executors and permitted assigns) of the **FIRST PART**


AND

Pandit Bhagwat Dayal Sharma Post Graduate Institute of Medical Sciences, situated at Medical Road in the District of Rohtak state of Haryana, represented through its authorized signatory Professor Dr. Anita Saxena Vice Chancellor, University of Health Sciences Rohtak (herein after referred to as "Hospital", which expression unless repugnant to the context thereof shall mean its successors, executors and permitted assigns) of the **SECOND PART**.

Cankids and Hospital are hereinafter, collectively referred to as "**Parties**" and individually as a "**Party**".

I. WHEREAS:

- A. **CanKids...KidsCan**, a not-for-profit family support group for children with cancer and their families, is a National Society, dedicated to a Change for Childhood Cancer in India. CanKids was set up in January 2004 in Delhi, under the umbrella of Indian Cancer Society and in June 2012, registered as a separate National Society under the Societies Registration Act, 1860 with registration number S/RS/SW/0736/2012. It works in over 121 cancer centers across the country that treats over 21,000 new cases of childhood cancer each year. It is a grass-root, field organization of volunteers, survivors, parents of children with cancer and employees committed to enabling the best standards of treatment, care and support for children with cancer and their families in India.
- B. Cankids' two models for Change for Childhood Cancer and YANA have been built from grass root level over the last 15 years. On the one hand it focuses on providing social support through CanKids Hospital Support Units and Care Centers, through range of 18 social support services and provision of social support teams. On the other hand, it enables best standards of treatment and care by building partnerships with treating centers, identifying and filling gaps year on year, setting up stakeholder forums at regional and national level, focusing on disease centric projects, quality care, research and impact, building capacities and government and patient advocacy.
- C. Pt. B. D. Sharma, PGIMS, Rohtak is the only major Institution for Medical Education and Research and at tertiary care centre for provision of specialized health care services not only to the people of the State of Haryana, but also to those from Punjab, Rajasthan, Delhi and Western U.P.


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Pt. B.D. Sharma
University of Health Sciences,
Rohtak (Haryana)





The Institute was started under the name of Medical College, Rohtak in the year 1960. In the year 1994, Medical College, Rohtak was renamed as Pt. B. D. Sharma, Medical College, Rohtak and subsequently it was upgraded to a Post Graduate Institute of Medical Sciences in the year 1995. Today, Pt. B. D. Sharma, PGIMS, Rohtak is a famous institution not only for medical education but also for the health care facilities both at the National as well as international level.

- D. The institute have Medical College, well equipped hospital of 1597 beds, Lala Sham Lal super-specialty Centre, CT scan building, De-addiction Center, Dental college, Pharmacy college, College of Nursing and College of Physiotherapy.
- E. Regional Cancer Centre at Rohtak is the tertiary Care centre in Haryana providing comprehensive cancer treatment to needy and poor patients. The Department of radiation oncology came into existence in the year 1977.
- F. PGIMS Rohtak is only government medical center providing cancer care services to pediatric patients in the state of Haryana. The Pediatric Hematology Oncology Clinic (PHO) services were started in 2006 in the department of Pediatrics under the guidance of Dr. Pankaj Abrol (2006-2012), then Senior Professor and Head unit II and are now a days are, looked after by Dr. Alka Yadav, Professor Pediatrics trained at PGIMER Chandigarh. Pediatric cancer facilities at PGIMS Rohtak includes 8 beds dedicated for cancer patients in Ward 14, day care services in E-block and PHO Clinic. Over last 10 years more and more of the patients are being managed and followed up at PGIMS using standard protocols with results comparable to the other cancer units in the country. There are around 155 childhood cancer survivors registered at PGIMS Rohtak.
- G. Pediatric Oncology unit will be represented by Dr. Alka Yadav, Professor in Department of Pediatrics at PGIMS for the purpose of executing the terms of aforementioned MOU at PGIMS Rohtak.
- H. Cankids has been supporting the childhood cancer services at PGIMS Rohtak since 2011(through MoU) and had a major role in reaching the current status of the unit.
- I. CanKids and the Hospital have mutually agreed to collaborate on driving Change for Childhood Cancer at PGIMS, Rohtak and in India.
- J. Cankids and the Hospital have decided to execute this MOU to record the terms and conditions and the broad parameters to govern his arrangement between the Parties.

NOW THEREFORE, this MOU witnesses and the parties here to mutually agree as follows:

2. **OBJECTIVES OF THE MOU:**

To improve standards to treatment care and support: The parties commit to a common goal of change for childhood cancer and improving standards of treatment, care and support for children with cancer and their families. The project description is given in the **Annexure-1**.



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3. OBLIGATIONS OF CANKIDS:

Cankids will provide social support services to the Hospital as described below

1. Medical Assistance-
 - i. General Medical Assistance
 - ii. Adopt a Child (Supporting the patient for complete treatment) for treatment as and when required as per the need.
2. Pediatric Psycho-oncology Program-Bereavement Support and palliative counseling
3. Treatment Support Program- Hygiene and Infection control sessions and interventions, Nutritional Support
4. Education Program- Non-Formal Education
5. Parent and Patient Navigation Program
6. Capacity Building-
Training for social support team.
7. Quality Control Research Impact Initiatives
-A.I.L Project
8. Awareness and Advocacy
Awareness - International Childhood Cancer Day, Nurses Day, Doctors Day, National Nutrition Week, Breast feeding Week, Global Hand washing Day, World Blood Donor Day
Advocacy- Go Gold for Childhood Cancer


Cankids will provide a Social Support Team to deliver the social support services at the Hospital as described in the

1. One social worker cum data entry operator.
2. One care coordinator

All the staff would be paid directly by Cankids.

4. FINANCIAL ARRANGEMENTS

1. Cankids will make payment to the Social Support Team and vendors directly. The Emergency Assistance fund will be transferred to the hospital account every week for which the hospital will issue receipt and provide utilization to Cankids.
2. With a view to raise support for the CHSU, CanKids will nominate the Hospital as a CanKids' Hospital Support Unit (CHSU). Cankids will create an annual budget for supporting the above activities. Cankids seeks to raise funds from Indian donors for this on its own or together with its other partnering Indian NGOs. The Annual Budget is given in the **Annexure-2**. The details of support are given in the **Annexure-3**.
3. Cankids typically defines a budget for its CHSU project and raises funds/grants through CSR/Foundation partnerships. These funds are "restricted" and will be utilized only for the PGIMS Hospitals CHSU project. Shortfall if any may be met by Cankids general funds which are "unrestricted".


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University of Health Sciences,
Bhubaneswar-751005 (Odisha)



4. If Funds received in FCRA, The Funds shall be subject to the Foreign source, as per Section 2(1)(e) of the Foreign Contribution (Regulation) Act, 1976.
- i. PGIMS will inform Cankids if it has close links with any other Association(s), or its unit(s) or branches, which has been,
 - ii. Refused registration/prior permission/renewal
 - iii. Prohibited from accepting foreign contribution
 - iv. Suspended or whose registration has been cancelled
 - v. If answer to any of (i) to (iii) is yes, please give full particulars of the same.

5. OBLIGATIONS OF THE HOSPITAL:

- 5.1 Hospital will collaborate with Cankids on driving change in childhood cancer at the Hospital and in India.
- 5.2 Notwithstanding anything contained in this MOU, the Hospital shall be responsible for Ensuring compliance with all Applicable Laws and Cankids shall not in any way be liable or responsible for any breach or violation of any Applicable Law by the Hospital.
- 5.3 Annual review will be conducted to evaluate progress, assess impact, review performance indices, determine changes that need to be made and develop targets for the following year.

Specific indices to be tracked include –

- i. Volume of patients diagnosed – cancer wise
- ii. Number of patients who initiate therapy
- iii. Number of patients who complete therapy
- iv. Rate of treatment abandonment and causes
- v. Level of financial support available to patients, and % of families provided support

6. Limitation of liability:

The Social Support Team made available by Cankids to the Hospital shall function as a support to the Treating Doctors and Para Medical Staff of the Hospital as also the children with cancer registered with Cankids. The Social Support Team shall neither be authorized to prescribe any medicines, investigation/diagnostic tests to the patients nor act in any manner what so ever on behalf of the Hospital.

7. Term of this MOU:

Unless terminated earlier in accordance with Clause 12, this MOU shall be valid for a period of five years from the date of signing this MOU. The term of this MOU is a 5 year support commitment with effect from 1st November 2022 to 31st October 2027, which can be mutually renewed after discussions amongst the parties herein for two additional years if this support is having a measurably positive impact on the outcomes of children with cancer between the age group of 0-19 years. Renewal of the MOU will be subject to suitable reports and proper documentation of the progress made.



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8. **Annual review:**

Treating team will provide the performance report at the end of the year. Base line of indices will be created as on November 2022. An annual review will be conducted to evaluate progress, assess impact, review performance indices, determine changes that need to be made and develop targets for the following year. This would be done only by the clinical lead of the respective department with Social Support Team.

9. **Reporting and Documentation:**

Both parties agree to provide information and reporting on the programs and activities undertake weekly reports on daily activities; the report template will be provided via email after project commencement.

10. **Data Protection and Management:**

The Parties agree to comply with all current applicable laws in India related to collection, storage, transmission, and use of digital health data and to ensure data privacy, confidentiality and security of all patients and/or participants.

11. **Publication and Publicity:**

Hospital will not make any publication related to the project or publish its participation in the project without first obtaining the agreement of the Cankids. All publications arising thereof shall include the names of all clinical collaborators. The first two authors who will be joint authors will be the one who conceptualized and prepared the manuscript. The corresponding author will be the one who has done the complete execution of the work. Rest all the other authors will be jointly represented as a Consortium. In case an author contributes to maximum number of cases; he/she will be joint corresponding author.

12. **Termination:**

1. This MOU may be terminated:

1. By mutual agreement between the Parties which shall be recorded in writing;
2. By either Party, without assigning any reasons, by giving the other Party a written notice of 30 days ("**Notice Period**");
3. By either Party, in case the other Party commits a breach of any of the terms of this MOU, or fails to perform any of its obligations under this MOU and fails to remedy such breach or failure within 30 days of the defaulting Party being notified in writing of such breach or failure. The rights of the non-defaulting Party under this Clause 12.1 (3) shall be without prejudice to any other remedies that may be available to such a Party, under the Applicable Laws.

2. Notwithstanding the service of termination notice under Clause 12.1, the Parties shall continue to perform their obligations under this MOU during the Notice Period and on termination of this MOU, howsoever arising, the accrued rights and liabilities of the Parties as on the date of such termination shall survive and continue to be in full force and effect after such termination of the MOU.



Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Harvana).



3. Notwithstanding the service of termination notice under Clause 12.1 or the termination of this MOU, nothing contained in this MOU shall affect the rights and liabilities, which have accrued on the Parties during the Term of this MOU.
13. The relationship between the Cankids...Kidscan and the Hospital is entirely governed by this MOU and no statute or award or any other instrument/s shall govern the same.
14. **Disputes Resolution:**
All disputes or differences which shall, at any time, arise between the parties, this MOU or its construction or by virtue of it or otherwise, during the term of this MOU or afterwards, touching or concerning matter/s in any way connected with or arising out of this MOU, shall be amicably resolved between the parties, failing which it shall be referred to the competent Arbitrator at Rohtak, which alone shall have jurisdiction in this matter.
15. **Counterparts:**
This MOU shall be executed in duplicate originals with each party retaining one copy of the same.
16. **Notices:**
All notices issued or exchanged between the Parties pertaining to this MOU shall be in writing sent to the addresses forth above (or any other address that may be so specified subsequently in writing) and shall be addressed to the Parties directly and not to any directors or employees in their individual capacity.



Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)



IN WITNESS WHERE OF the Parties here to have executed this MOU in the presence of the mentioned witnesses here under on the place, day, month and year mentioned herein above.

S.N.	Name & Designation	
1.	Dr. Alka Yadav, Professor, Pediatrics.	Dr. ALKA YADAV Professor, Pediatric Hematologist Oncologist Trained at PGIMER-Chandigarh Pt. B.D. Sharma, PGIMS, Rohtak
2.	Dr. MD Mokarram Ali, Assistant Professor, Pediatric Surgery.	<i>MD Mokarram Ali</i> ASST. PROFESSOR DEPT. OF PEDIATRIC SURGERY PGIMS-PGIMS ROHTAK
3.	Dr. Umesh Yadav, Assistant Professor, Orthopedics.	<i>Umesh Yadav</i> ASST. Prof. Deptt. of Orthopaedics Pt. BDS. PGIMS, Rohtak
4.	Dr. Sudhir Atri, Senior Professor, Medicine.	<i>Sudhir Atri</i> Sr. Professor & Head Medicine Unit-VI Deptt. of Medicine Pt. BDS PGIMS, Rohtak

Signed on behalf of:

PGIMS, Rohtak

Geeta Gathwala
14/11/2021
Dr. Geeta Gathwala
Sr. Professor & Head
Pediatrics Department
PGIMS, Rohtak

Dr. Geeta Gathwala
Senior professor and Head
Department of Pediatrics, PGIMS, Rohtak

CANKIDS...KIDSCAN

Poonam Bagai

Ms. Poonam Bagai
Founder, Chairman

H K Aggarwal
Dr. H K Aggarwal, Registrar
Pt. B. D. Sharma UHS, Rohtak, Haryana.
Registrar,
Pt. B. D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

S S Lohachab
Dr. S S Lohachab, Director,
Pt. B. D. Sharma PGIMS, Rohtak, Haryana.
DIRECTOR
Pt. B.D. Sharma, PGIMS
Rohtak-124001 (Hr.)

Place:

Date:

PROJECT DESCRIPTION

Cankids model for Change for Childhood Cancer in India is aimed at enabling best treatment, care and support for children with cancer and their families. Accordingly, Cankids offers:

1. Dedicated **Social Support Teams** to centers and departments treating children with cancer including social workers, data managers, teachers, psychologists, nutritionists, trained parent support group members and survivors and volunteers.

2. Arrange of 18 **Support services** for direct beneficiary support to families of children with cancer from medical financial and facilitation support, to nutrition, hygiene and infection, accommodation, blood support, patient information, emotional and psychosocial support, child life, palliative care support, non-formal and formal education- learning activity clinics and ward bedside education.

3. **Capacity building** for Social Support teams, Parent Support group, Survivors on the one hand and medical professionals on the other, including salaries, stipends, training and observerships. **Pediatric Oncology Outreach Clinics** using honorary services of pediatric oncology experts to provide these services in centers where there is no specialized care. **Partnerships with local NGOs** and Support organizations.

4. **Quality Care Research and Impact Assessment** both within the organization and to advocate and even fund in the wider pediatric oncology community; including disease focused projects for Advocacy, Awareness and patient support including thus far Retinoblastoma, Wilms Tumor, Hodgkin's lymphoma and Bone Marrow transplants with guidelines and standards developed by pediatric cancer specialists in India and worldwide and now with INPOG.


5. **Awareness and Advocacy** to provide information, fight stigma, reduce abandonment, to facilitate stakeholder forums with disease, intervention or geographical focus and to advocate at the national and state levels for childhood cancer to be a child health priority in India, for inclusion of childhood cancer in the national cancer control program, for infrastructure, quality pediatric oncology centers, drugs, treatment and specialists. (Details at Annexure 1)

Cankids forges Partnerships with treating centers and doctors

- a. To identify and fill gaps in the treatment care continuum that may arise year on year as mutually agreed
- b. to collaborate to drive Change for Childhood Cancer in India from the expertise, services, capacity building and research that the treating Centre may be able to offer.

Based on the understanding between the 2 parties, Cankids defines a CHSU@ PGIMS Hospital, builds/revises the annual budget for the CHSU, and seeks donor support. For the period of the MOU Cankids undertakes to extend the support agreed from the restricted grant or its general funds.

Both parties agree to maintain and share relevant data and information and exchange annual reports to demonstrate Impact and Utilization of resources. Both parties agree to acknowledge the partnership and contributions in relevant literature, media, presentations and forums. Wherever possible and agreed, Cankids donor may also be acknowledged by the treating Center


Registrar,
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Annexure 2

Budget for the financial year 2022-2023

This will be renewed every year with treating team.

S. No	Description	Funded by	Commitment by Cankids (INR)	Details of Commitment
1	Social Support Team: 1. One Social Worker cum data Manager 2. One Care Coordinator	Cankids	Paid directly to the staff	Training & Capacity Building.
2	Medical Assistance	Cankids	Payment as per Cankids budget outlay	Emergency Medical assistance and investigations/diagnostics
3	Other Social Support Services	Cankids	Payment as per Cankids budget outlay	This includes poor patient assistance, nutrition support, celebrations, bereavement support etc. as per the Cankids policy.
	Grand Total		Rs 12.39 lakhs. per annum	



Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)



Annexure 3

Details of the support

1. Social Support Team:

- Cankids commits to support various departments treating childhood cancer cases through Social Support Team. The existing social support team may be supplemented with other social support team members as required and mutually agreed, for which an addendum to the MOU will be issued as requirement.
- Cankids seeks to build the skills of the existing team through at least two capacity building workshops per year and on-going guidance and handouts. CanKids will train the support staff through its various training programs and field visits to strengthen them to be Financial Counselors cum Patient Navigators to the Patient and their Families to reduce the stress arising from treatment costs.
- Support Services: It is accepted by all parties to this MOU that CanKids' activities are made available solely as a result of income received by it through charitable donations. Hence, whilst it is CanKids' objective in good faith to support as many children with cancer and their families as possible, such activities may fluctuate in terms of magnitude and scope over time, depending entirely on the level of such donations.

2.a Hospital and Medical Program

- Medical Assistance Grant: Cankids is committed to seeking to ensure that no child who comes to the PGIMS suffers a lack of treatment due to inadequate finances. CanKids will seek to support various departments treating children with cancer by providing financial support through CanKids' Medical Support Fund to patients struggling to continue treatment due to financial problems – including provision of drugs, diagnostics, surgical interventions, prostheses, or for any temporary shortfalls or gaps in drugs or diagnostics at PGIMS.
- When the amount expended exceeds the initial sanctioned amount, CanKids will consider raising further funds through its "Adopt a Child" for Treatment Program, on a case-by-case basis. The Medical Assistance Grant will be reviewed from time to time.

2.b Education Non-Formal Education-Through 'Learning Activity Clinic' Chatai clinics at the Outpatient Department

2.c Pediatric Psycho-Oncology Program (PPOP) CanKids will seek to implement its Emotional Support, Counseling and Psychological Intervention Program with special focus on Child Life and Bereavement Support.

2.d Patient Navigation and Family Engagement Cankids PSG members would manage the 'You Are Not Alone' program and help navigate the patient families. They will also conduct different celebrations and outing in the CHSU



Registrar,
Pt. I. S. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)



2.e Communications Education Patient Awareness and Advocacy (CEPAA) Both parties will collaborate to create awareness about childhood cancer and for raising support for the cause. CanKids will support International Childhood Cancer Day (ICCD) on 15th February, Nurses Day on 12th May, Doctor's Day on 1st July activities and other awareness programs on childhood cancer.

2.f Treatment Support Program

- Nutritional Support—provide dietitian, counseling and assessment, anthropometric equipment, nutrition supplements.
- Health & Hygiene Support—WASH (Water, Sanitation and Hygiene) develop good hygiene practices, create awareness among the children and families and provide hygiene products. Implementation of WASH components control infection in the environment of the ward and hospital.
- Hematological Support- fulfills the blood and platelet needs of the beneficiaries and organizes blood camps; provide SDP kits and awareness generation among donors.
- Holistic Accommodation- provides outstation families with affordable and child-appropriate accommodation during treatment at Home Away From Home (HAH). Provide transport support to families with childhood cancer.



Registrar,
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Rohtak-124001 (Haryana)





Certificate No. R0282022B808



Stamp Duty Paid : ₹ 101

GRN No. 87581085



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Pt Bd Sharma uhss rohtak
 H.No/Floor : X Sector/Ward : X LandMark : X
 City/Village : Rohtak District : Rohtak State : Haryana
 Phone : 70*****50


Buyer / Second Party Detail

Name : A p security service
 H.No/Floor : X Sector/Ward : X LandMark : X
 City/Village : Rohtak District : Rohtak State : Haryana
 Phone : 70*****50

Purpose : M O U AGREEMENT

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

FORM OF SERVICE AGREEMENT
(REQUIRED AFTER AWARD OF CONTRACT)

THIS AGREEMENT is made on this 28th day of February 2022, between the Registrar, UHS, Rohtak (Haryana) acting through The Registrar, UHS Rohtak Department, Government of Haryana (hereinafter referred to as the "Department", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/s A.P. Security Services, a company registered under the Companies Act, 1956/a partnership firm constituted between Mr. Sandeep Kaushik having its place of business or registered office at Jain Mansion 3rd Floor, above Samsung Care Opp. City Centre Mall Huda Commercial Complex Rohtak acting through Mr. Sandeep Kaushik its Managing Director/Partner/Prop. (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the Outsourcing Policy survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second part.

WHEREAS the Service Provider is engaged in the business of providing Data Entry Operator Services for implementing Hospital Management and Information System Services;

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the Department under this agreement;

Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

For A.P. Security Services

Auth. Signatory

AND WHEREAS on the aforesaid representation made by the Service Provider to the Department, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SERVICE PROVIDER'S REPRESENTATION AND WARRANTIES

The service provider hereby represents warrants and confirms that the Service Provider—

- 1.1 has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/ consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;
- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the UHS, Rohtak;
- 1.3 shall, on the execution of this agreement and providing services to the Department, not violate, breach and contravene any conditions of any agreement entered with any third party/ies ;
- 1.4 has compiled with and obtained necessary permissions/licenses/ authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

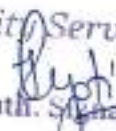
2. OBLIGATIONS OF THE SERVICE PROVIDER

- (a) The Service Provider shall operate and provide services to the Department at its various sites on seven Days a week as per UHS authorities directions.
- (b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure maintain its performance as determined by the Department from time to time.
- (c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- (d) If the Department notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the Department.
- (e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Department or itself can take action in accordance with law.
- (f) The Service Provider shall furnish a personal guarantee of its Managing Director/ Partner, guaranteeing the due performance by the Service Provider of its obligations under this agreement.



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University of Health Sciences,
Rohtak - 24001 (Haryana).

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SCOPE OF WORK AND QUALIFICATION OF DEO:

Each Counter shall be manned by one Data Entry Operator. The qualifications of Data Entry Operators provided by the outsource agency shall be as under:-

No of counters for Hospital Information and Management Services	Requirement of Services	Qualifications
57	Each counter shall be manned by one Data Entry Operator by the Outsource agency	Graduate qualification with one year computer course/ PGDCA or B. Tech in IT/ Computer Science/ MCA/M.Sc. Computer from recognized institution / University.

The scope of work/Service Provider's responsibilities for implementing Hospital Information and Management System (which includes both manual and computerized registration work) as follows:-

- a) The Data Entry Operators hired by outsource agency should be proficient in work related to Data Entry in the computers and should have sound working knowledge of computer MS Office, Open office, Microsoft excel, internet browser etc. They should be courteous and well behaved while interacting with the patients.
- b) Registration of patients in OPD/Special clinics/Emergency/Trauma Centre and registration of patients in Indoor/issue of visitor passes and dealing with the poor free cases/collection of registration/test fees etc. where ever instructed by the University authorities and deposition of cash to the Institute cashier/authorized officer.
- c) Receipt and issue of investigation reports to the patients in various OPDs /Clinics etc.
- d) Preparation of daily/monthly/yearly statistics of the Indoor/Outdoor patients.
- e) Daily entry of census and receipt of Indoor files.
- f) Assembling serialling, punching, numbering of OPD /Special Clinic/Indoor/MLC/Non MLC and death cases files.
- g) Retrieval/filing and issue of patient files to the doctors and public as and when required.
- h) To maintain confidentiality and safe keeping of records.
- i) The workers deployed will be responsible for safety and day to day maintenance of material and equipment allotted to them for work.
- j) Any other job assigned by the Nodal Officer (HMIS)/authority.
- k) To maintain courteousness, politeness and good conduct on all public dealing.
- l) The Undertaking as per Annexure-IX will be obtained by the service provider from his workers.
- m) Entry of Birth and deaths of the Institute and sent the same to Registrar, Births and Deaths of the institute.


Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Bijitak-124001 (Patna)

For A.P. Security Services

Auth. Signatory

- n) Entry of patient details in the computer application (HMIS) or in the register, manually, whenever required. As the patient count at PGIMS is very high highly proficient personnel are required for the job and one of the objective of computerization is to decrease the time patients spends in the queue.
- o) The duty may be in the morning hours or in shifts when the DEO's are posted at locations where 24 hours services are provided, all DEO's should be willing to work during morning as well as in the shift including night duties. The place of working of DEO's will be rotated every month or whatever period decided by the authorities from time to time depending on the work requirements.
- p) In case of emergency DEO's may be called to work out of duty hours.
- q) The competent authorities reserve the right to extend the above stated scope of work related to Data Entry Operator at any time during the contract period. Any instruction other than the scope of work defined above passed by the competent authorities of UHS, Rohtak from time to time shall be binding upon the Service provider.


NOTE:-

Person engaged should be well uniformed and should also wear identification tags. It would be the responsibility of the Service Provider to provide uniforms & identification tags to its workmen at its cost and no cost what-so-ever attributable there-to shall be borne by the UHS, Rohtak.

GENERAL TERMS AND CONDITIONS ARE AS UNDER:-

1. The contract shall be initially for the period of 24 months from the date of commencement of the contract. The contract shall be valid for two years but to be reviewed after completion of one year period and to be allowed to continue for further one year (on quarterly basis) subject to satisfactory services.
2. The staff engaged by the Contractor shall be available at all the times as per their duty roster and shall provide a copy of the same to the Additional Director (Admin.), PGIMS, Rohtak/concerned controlling authority, and they shall not leave their place of duty during duty hours on any pretext. Supervision must be provided to ensure correct performance of the said Manpower in accordance with the prevailing assignments/ instructions agreed upon between the parties.
3. The Contractor shall be responsible to provide immediate replacement of any staff that is not available for duty at the place of posting.
4. The requirement of services to be provided that may be increased/ decreased, as per actual requirements from time to time and the payment becoming due shall also vary accordingly.
5. Each of the personnel shall perform Eight hours duty each day (i.e. within a period of twenty four hours) and shall be given a weekly day off after six days continuous working. However the contractor shall deploy his shift duties for round the clock functioning of one Data Entry Operator Counter each at Accident & Emergency Department, Trauma Care Centre & Labor Room.
6. The University authorities shall have the right to ask for the removal of any person of the Contractor who is not considered to be competent and orderly in the discharge of his duties.
7. The Contractor shall give an undertaking to the following effect in form of an affidavit of Rs.10/- on non-judicial stamp paper (duly attested) by the Notary Public / Ist. Class Magistrate and the same shall be part of the agreement.

"The contractor shall deposit all the contribution like Provident Fund, Employee State Insurance etc. with the appropriate authority regularly and that the contractor shall be responsible for implementation of provisions of legislation and rules there under as made applicable by the appropriate Govt. to the class of workers in respect of present contract has been awarded."


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8. Monthly duty roster of the employees should be prepared and a copy of the same should be sent to the O/o Additional Director (Admin.), PGIMS, Rohtak/ concerned controlling authority. Frequent changes in the posting of personal should be avoided so that functioning is not adversely affected.
9. The contractor shall not engage any sub-contractor to carry any obligations under the contract or transfer the contract to any other person/firm in any manner.
10. The contractor shall work, under the overall supervision of the Additional Director (Admin.), PGIMS, Rohtak or any other officer authorized by the PT. B.D.S. UHS, Rohtak for the execution of the contract and for the day-to-day services of the PT.B.D.S. UHS, Rohtak. The contractor shall undertake the said services during hospital timings or as per instructions of the authorities and as per the requirement of PT.B.D.S. UHS, Rohtak.
11. The monthly payment shall be made to the contractor on a certificate of rendering of the satisfactory services by the Additional Director (Admin.), PGIMS, Rohtak /concerned controlling authority.
12. The successful bidder shall be required to furnish a Performance Security/Bank Guarantee within 2 weeks of issue of 'offer of award' for an amount equal to 2% of the estimated total cost of the contract for one year in the form of Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favor of the Registrar, UHS, Rohtak as per instructions issued by Additional Director (Admin.), Director General Supplies & Disposals Department vide Memo No.DGS&D/Admin/Performance Security/2020/8780-8959 dated 14.12.2020. In case any subsequent modification is done by the Govt. regarding performance security amount deposit, the same shall be applied on the contractor. The performance security/ Bank guarantee shall remain valid for a period of sixty days beyond the date of all contractual obligations. In case the contract period is extended further, the validity of Performance security shall also be extended by the contractor accordingly.
13. The service provider agency shall mandatorily open an ESCROW ACCOUNT At Rohtak (preferably at SBI Medical College branch, Rohtak) within 02 weeks of award of contract and shall make payment through the ESCROW ACCOUNT as per instruction issued by the Chief Secretary, Govt. of Haryana. The payment of monthly wages of the outsourced staff shall be made by the agency in their Saving Bank Accounts linked with AADHAR Card through ESCROW account. The agency will submit the wages bill along with complete details of contractual staff viz. name designation, ID No. Bank Account Number, Aadhar No. address of contractual employee with complete details of statutory deductions, EPF/ESI account number etc. to the UHS by the 1st, if 1st is holiday then 2nd of every month for payment. The bills submitted for payment by the agency will be cleared/paid by the concerned office upto 6th of the each month in the ESCROW Account. In no case, the payment to the contractual staff will be made later than 7th of each month. An ESCROW Account shall be opened by the Agency at HQ and wages, statutory deductions, services charges etc. shall be deposited in this account for further payment to the concerned staff agency and statutory authorities on the direction in accordance with wages sheet, EPF, ESI & service charges etc. as authorized by the Pt. B.D.Sharma UHS, Rohtak.
14. In case of any dispute arising out of the above agreement between the PT.B.D.S.UHS, Rohtak and the contractor the matter shall be referred to the Vice Chancellor of Pt. B.D. Sharma University of Health Sciences, Rohtak according to arbitration and Conciliation Act, 1996 (26/1996), for arbitration whose decision shall be final and binding on both the parties. In case of any legal dispute between the two parties, venue of the arbitration shall be at Rohtak only.
15. Apart from and without any prejudice to the items specifically mentioned / issues taken up in the contract, the contractor shall be bound by the instruction issued by the PT.B.D.S. UHS, Rohtak from time to time and as such these instructions shall be deemed to form a part of the contract.
16. PT.B.D.S. UHS, Rohtak reserve the right to increase or decrease the total number of counters required for different services. The decision of the Vice Chancellor in this regard shall be final and binding.



Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

For A.P. Security Services



Auth. Signature

Penal Provisions:-

- a) In case the service provider fails to commence the work as stipulated in the agreement the authorities reserve the right to impose and recover penalty as detailed below:-
 - i) 2% (two percent) of the cost of order/agreement per week upto two weeks delays in commencement of work.
 - ii) After four weeks delay as mentioned above, the authorities may cancel the agreement and get this job carried out preferably from any other agency from the open market /other bidder. The difference in cost, if any, will be recovered from the defaulting service provider as damages and he may be black listed for a period of four years from participating in such types of tenders and his security deposit shall also be forfeited, if so warned.
- b) In case any personnel deployed under the contract is (are) absent, suitable replacement has to be provided immediately, otherwise a suitable penalty of Rs.500/- per person on that particular day as deemed fit may be deducted by the Pt. B.D.Sharma UHS, Rohtak from the service provider's bill.
- c) In case of any service provider's personnel deployed under the contract fails to report in time and service provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty may be imposed by the UHS, Rohtak
- d) In case any public complaint is received attributable to misconduct/ misbehavior/ drunken state of Contractor's personnel and as verified by the competent authority, a penalty of Rs 500/- for each such incident shall be levied and the same shall be deducted from the Contractor's bill. Further the concerned guilty person shall have to be withdrawn by the Contractor.
- e) The competent authority for imposing the penalty shall be the Vice-Chancellor/Registrar/Director/Additional Director (Admin.), PGIMS, Rohtak.
- f) The contractor shall be responsible for the conduct and behavior of its workers. If any employee of the contractor is found misbehaving with the supervisory staff of the PT. B.D.S. UHS, Rohtak or the general public, the contractor shall terminate the services of such employees at their own risk. The contractor shall issue necessary instructions to its employees to act upon the instructions given by the supervisory staff of the PT. B.D.S. UHS, Rohtak.
- g) If the contractor was found to be not providing the satisfactory services, the contractor will be penalized the amount of Rs 2000/- to Rs 10,000/- at each occasion. However, in spite of repeated penalties, if services are not improved then the authorities will be at liberty to terminate the contract after issuing show cause notice & till maturity of subsequent contract the continuation will be got done at the risk and cost of the contractor recoverable from his security/bank guarantee.
- h) The manpower engaged by the service provider shall not take part in any labour union or association activities. In case of strike by a group of workers fine of Rs 25000/- for 1st instance, Rs 50,000/- for 2nd instance and Rs 75,000/- for 3rd instance and onward will be imposed.
- i) The University authorities shall have the right, within reason, to have any person removed, who is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff under intimation to the competent authorities.
- j) The University authorities reserve the right to withdraw or modify this e-tender to any extent at any time without assigning any reason.

3. SUBMISSION, VERIFICATION AND PAYMENT OF BILLS

- a) The contractor shall raise the bills to Additional Director (Admin.), PGIMS, Rohtakon monthly basis alongwith detail of payment of wages, EPF, ESI contributions in all respect on 1st, if 1st is holiday then 2nd of every month.
- b) The wages shall be paid to the persons engaged under Part-I of outsource policy as prescribed by Govt./D.C., Rohtak/HKRN whichever is higher in case of continuity from 31.12.2021 from time to time will be applicable in total. The vendor will only be paid Service Charge on basic wages.
- c) Payment of the bills shall be made to the firm as early as possible and subject to satisfactory report of the work from the Additional Director (Admin.), PGIMS, Rohtak/ authorized official by him.
- d) TDS towards income tax, service tax and any other statutory taxes/ cases/ levies as per rules on the rates prevalent at the time shall be deducted at source and deposited with the concerned quarters in Rohtak by the contractor.

For A.P. Security Services

Auth. Signatory

Registrar,
Pt. B. D. Sharma
University of Health Sciences,
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- e) The contractor shall be responsible for payment of wages to its staff at the rates fixed from time to time by Deputy Commissioner, Rohtak.
- f) The Service Provider/ contractor shall submit on a monthly basis the bills for the services rendered to enable the University to verify and process the same.

4. TERMS OF PAYMENT

- (a) Fees and charges for the services to be rendered are as agreed to between the parties as follows:-

Name of the firm	Category of post	Total No.	D.C. Rate, Rohtak/Basic Wages Rates	EPF as per Govt. Norms	ESI as per Govt. norms	LWF as per Govt. Norms	Service/Administrative charges (to be charged on DC rates/basic wages rate)	GST as per Govt. Norms
M/s A.P. Security Services, Jain Mansion, 3 rd Floor above Samsung Care, Opposite City Centre Mall, Huda Complex, Rohtak-124001	Data Entry Operator	57	As per Govt. norms	As per Govt. norms	As per Govt. norms	As per Govt. norms	2.42%	As per Govt. norms

(b) All payments made by the Department shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.

(c) The Service Provider, being the employer in relation to persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and /or any authority constituted by or under any law. He will observe compliance of all the relevant labour laws.

(d) The Service Provider will have to produce the register of wages or the register of wages-cum- muster roll of the preceding month along with the bill to be submitted on the 1st of every calendar month for verification to the Additional Director (Admin.), PGIMS, Rohtak or any other official nominated by him.

5. DISCIPLINE

(a) The service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at Department's option, and would be subject to verification at any time. The Department may refuse the entry into its premises to any personnel of the Services Provider not bearing such Outsourcing Policy identity card or not being perfectly dressed.

(b) The Department shall always have the right and liberty to do surprise inspection at its sites.



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Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

For A.P. Security Services



Auth. Signatory

- (c) The service rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the Department. The Service Provider shall frame. Appropriate procedure for taking immediate action as may be advised by the Department from time to time.
- (d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against the Department. Department shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would Department be liable for any claim(s) whatsoever, of any such person(s).

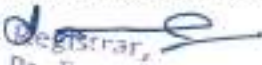
6. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- (a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between the Department and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of Department, except to the extent and purpose permitted herein.
- (b) This agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the Department. The Service Provider shall be liable to make payment to its said employees towards their monthly wages/salaries and/other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc.
- (c) Department shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agents directly and or indirectly, in any manner whatsoever.

7. STATUTORY COMPLIANCES

- (a) Service Provider shall obtain all registration(s)/permission(s)/ license(s) etc. which are/may be required under my labour or other legislation(s) for providing the services under this agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Department indemnified against all losses, damages, claims actions taken against Department by any authority/office in this regard.
- (c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.
- (d) The Service Provider shall give an undertaking by the 1st of each month in favor of the Department that he has complied with all his statutory obligations. A draft of the said undertaking is attached herewith as Annexure 'IV' to this agreement.


Pt. B. S. Sharma
University of Health Sciences
[Gurgaon-124001] (Haryana)

For A.P. Security Services

Authorizatory

8. ACCOUNTS AND RECORDS

- (a) The Service Provider shall maintain accurate account and records, statement of all its operations and expenses in connection with its function under this agreement in the manner specified by the Department.
- (b) The service Provider shall forthwith upon being required by the Department, allow Department of any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the Department to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report the Department. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Department for such discrepancies or overcharge.

9. INDEMNIFICATION

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by the Department as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Department or otherwise.
- (b) The Service Provider shall at all times Indemnify and keep indemnified that Department against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Department which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the Service Provider or in respect of any claim, damage or compensation under labor laws or other laws or rules made thereunder by any Person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the Department shall be as provided hereinbefore.
- (c) The Service Provider shall at all times indemnify and keep indemnified the Department Outsourcing Policy against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Department's premises or before and after that.
- (d) That, if at any time, during the operation of this agreement or thereafter the Department is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the department, all such amounts and costs also

and in all such cases/events the decision of the Department shall be final and binding upon the Service Provider. The department shall be entitled to deduct any such amount as aforesaid, from the Bank Guarantee/ security deposit and/or from any pending bills of the Service Provider.

10. LIABILITIES AND REMEDIES

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the Department shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Department the difference of payments made to such other sources, besides damages at double the rate of payment.

11. LOSSES SUFFERED BY SERVICE PROVIDER

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and / or its personnel in rendering or non-rendering the services under this agreement.

For A.P. Security Services

Auth. Secretary

Registrar,
Pt. B. In the event
University of Health Sciences
Rohtak-124001 (Haryana)

12. TERMS

This agreement shall be effective for a period of One year with effect from 01/03/2022 to 28/02/2023 and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the Department.

13. TERMINATION

- (a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Department shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.
- (b) If Service Provider commits breach of any covenant or any clause of this agreement, Department may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall stand terminated and Service Provider shall be liable to Department for losses or damages on account of such breach.
- (c) The Department shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

14. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assessment of this agreement, in part or whole, to any third party without the prior written consent of the Department shall be a ground for termination of this agreement forthwith.

15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

- (a) The Service Provider shall furnish to the Department all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.
- (b) The Service Provider shall always inform the Department in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the Department.

16. SERVICE OF NOTICE

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address of such other addresses as may be intimated from time to time in writing.

Department

Registrar

Pt. B. D. Sharma University of Health Sciences
Pt. B.D. Sharma
University of Health Sciences,
Rohtak (Haryana)
Rohtak-124001 (Haryana)

Service Provider

Mr. Sandeep Kaushik

M/s. A.P. Security Services
Jain Mansion 3rd Floor,
Above Samsung Care Opp. City
Centre Mall Huda Commercial Complex
Rohtak
For A.P. Security Services

Auth. Signatory

17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of Department and it undertakes that it shall not, without Department's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

18. ENTIRE AGREEMENT

This agreement represents the entire agreement, the parties and supersedes all previous or other writing and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.

19. AMENDMENT/MODIFICATION OUTSOURCING POLICY

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

20. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

21. CAPTION

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

22. WAIVER


At any time any indulgence or concession granted by the Department shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the Department to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the Department to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

23. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labor disputes and governmental or public authority's demands or requirements.

24. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/executed at Rohtak for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Vice Chancellor, UHS, Rohtak. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be Rohtak


Registrar,
Pt. B. D. Sharma
University of Health Sciences,
Rohtak - 24001 (Haryana)

For A.P. Security Services

Auth. Signatory

25. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Rohtak shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

26. All other terms and conditions and clauses given in the tender document will also be a part of this MOU.

27. TWO COUNTERPARTS

This agreement is made in duplicate. The Service Provider shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

28. LIST OF ANNEXURE

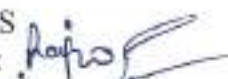
ANNEXURE 'IV'


ANNEXURE 'V'

IN WITNESS WHEREOF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:



SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature: 
Name: Rajwanti
Date: 28-02-2022
Designation: Subst. O.C.D

2. Signature: 
Name: Rakesh Kumar

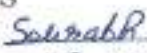
Date: 28/02/2022
Designation: clerk



Signature: 
Name: Pt. B.D. Sharma
Date: 28/2/22
Designation: Registrar,
University of Health Sciences,
Rohtak-124001 (Haryana)

For and on behalf of the
Governor of Haryana


SIGNED, SEALED AND DELIVERED

WITNESSES


1. Signature: 
Name: Sourabh ADD 536/55 Patel Nagar,
Date: 28/02/2022 RTK

2. Signature: 
Name: Anil

Date: 28/02/2022
Address

Signature: 
Name: Jyoti Bazar
Date: 28/02/2022

For and on behalf of the
Service Provider

For A.P. Security Services

Auth. Signatory



Certificate No. R0282022B809



GRN No. 87581085



Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Pt Bd Sharma uhss rohtak
 H.No/Floor: X Sector/Ward: X LandMark: X
 City/Village: Rohtak District: Rohtak State: Haryana
 Phone: 70*****50

Buyer / Second Party Detail

Name: A p security service
 H.No/Floor: X Sector/Ward: X LandMark: X
 City/Village: Rohtak District: Rohtak State: Haryana
 Phone: 70*****50



Purpose : M O U AGREEMENT


The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrahry.nic.in>

FORM OF SERVICE AGREEMENT
(REQUIRED AFTER AWARD OF CONTRACT)

THIS AGREEMENT is made on this 28th day of February 2022, between the Registrar, UHS, Rohtak (Haryana) acting through The Registrar, UHS Rohtak Department, Government of Haryana (hereinafter referred to as the "Department", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/s A.P. Security Services, a company registered under the Companies Act, 1956/a partnership firm constituted between Mr. Sandeep Kaushik having its place of business or registered office at Jain Mansion 3rd Floor, above Samsung Care Opp. City Centre Mall Huda Commercial Complex Rohtak acting through Mr. Sandeep Kaushik its Managing Director/Partner/Prop. (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the Outsourcing Policy survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second part.

WHEREAS the Service Provider is engaged in the business of providing Data Entry Operator Services for implementing Hospital Management and Information System Services;

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the Department under this agreement;


 Registrar,
 Pt. B.D. Sharma
 University of Health Sciences,
 Rohtak-124001 (Haryana).

For A.P. Security Services


 Auth. Signatory

AND WHEREAS on the aforesaid representation made by the Service Provider to the Department, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SERVICE PROVIDER'S REPRESENTATION AND WARRANTIES

The service provider hereby represents warrants and confirms that the Service Provider—


- 1.1 has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/ consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;
- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the UHS, Rohtak;
- 1.3 shall, on the execution of this agreement and providing services to the Department, not violate, breach and contravene any conditions of any agreement entered with any third party/ies ;
- 1.4 has compiled with and obtained necessary permissions/licenses/ authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER

- (a) The Service Provider shall operate and provide services to the Department at its various sites on seven Days a week as per UHS authorities directions.
- (b) The regularity of the performance of the service will be the essence of this agreement and shall from a central factor of this agreement. The Service Provider shall take all possible steps to ensure maintain its performance as determined by the Department from time to time.
- (c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- (d) If the Department notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the Department.
- (e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Department or itself can take action in accordance with law.
- (f) The Service Provider shall furnish a personal guarantee of its Managing Director/ Partner, guaranteeing the due performance by the Service Provider of its obligations under this agreement.


Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana).

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SCOPE OF WORK AND QUALIFICATION OF DEO:

Each Counter shall be manned by one Data Entry Operator. The qualifications of Data Entry Operators provided by the outsource agency shall be as under:-

No of counters for Hospital Information and Management Services	Requirement of Services	Qualifications
57	Each counter shall be manned by one Data Entry Operator by the Outsource agency	Graduate qualification with one year computer course/ PGDCA or B. Tech in IT/ Computer Science/ MCA/M.Sc. Computer from recognized institution / University.

The scope of work/Service Provider's responsibilities for implementing Hospital Information and Management System (which includes both manual and computerized registration work) as follows:-

- a) The Data Entry Operators hired by outsource agency should be proficient in work related to Data Entry in the computers and should have sound working knowledge of computer MS Office, Open office, Microsoft excel, internet browser etc. They should be courteous and well behaved while interacting with the patients.
- b) Registration of patients in OPD/Special clinics/Emergency/Trauma Centre and registration of patients in Indoor/issue of visitor passes and dealing with the poor free cases/collection of registration/test fees etc. where ever instructed by the University authorities and deposition of cash to the Institute cashier/authorized officer.
- c) Receipt and issue of investigation reports to the patients in various OPDs /Clinics etc.
- d) Preparation of daily/monthly/yearly statistics of the Indoor/Outdoor patients.
- e) Daily entry of census and receipt of Indoor files.
- f) Assembling serialling, punching, numbering of OPD /Special Clinic/Indoor/MLC/Non MLC and death cases files.
- g) Retrieval/filing and issue of patient files to the doctors and public as and when required.
- h) To maintain confidentiality and safe keeping of records.
- i) The workers deployed will be responsible for safety and day to day maintenance of material and equipment allotted to them for work.
- j) Any other job assigned by the Nodal Officer (HMIS)/authority.
- k) To maintain courteousness, politeness and good conduct on all public dealing.
- l) The Undertaking as per Annexure-IX will be obtained by the service provider from his workers.
- m) Entry of Birth and deaths of the Institute and sent the same to Registrar, Births and Deaths of the institute.


Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

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- n) Entry of patient details in the computer application (HMIS) or in the register, manually, whenever required. As the patient count at PGIMS is very high highly proficient personnel are required for the job and one of the objective of computerization is to decrease the time patients spends in the queue.
- o) The duty may be in the morning hours or in shifts when the DEO's are posted at locations where 24 hours services are provided, all DEO's should be willing to work during morning as well as in the shift including night duties. The place of working of DEO's will be rotated every month or whatever period decided by the authorities from time to time depending on the work requirements.
- p) In case of emergency DEO's may be called to work out of duty hours.
- q) The competent authorities reserve the right to extend the above stated scope of work related to Data Entry Operator at any time during the contract period. Any instruction other than the scope of work defined above passed by the competent authorities of UHS, Rohtak from time to time shall be binding upon the Service provider.

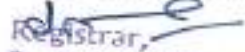
NOTE:-

Person engaged should be well uniformed and should also wear identification tags. It would be the responsibility of the Service Provider to provide uniforms & identification tags to its workmen at its cost and no cost what-so-ever attributable there-to shall be borne by the UHS, Rohtak.

GENERAL TERMS AND CONDITIONS ARE AS UNDER:-

1. The contract shall be initially for the period of 24 months from the date of commencement of the contract. The contract shall be valid for two years but to be reviewed after completion of one year period and to be allowed to continue for further one year (on quarterly basis) subject to satisfactory services.
2. The staff engaged by the Contractor shall be available at all the times as per their duty roster and shall provide a copy of the same to the Additional Director (Admin.), PGIMS, Rohtak/concerned controlling authority, and they shall not leave their place of duty during duty hours on any pretext. Supervision must be provided to ensure correct performance of the said Manpower in accordance with the prevailing assignments/ instructions agreed upon between the parties.
3. The Contractor shall be responsible to provide immediate replacement of any staff that is not available for duty at the place of posting.
4. The requirement of services to be provided that may be increased/ decreased, as per actual requirements from time to time and the payment becoming due shall also vary accordingly.
5. Each of the personnel shall perform Eight hours duty each day (i.e. within a period of twenty four hours) and shall be given a weekly day off after six days continuous working. However the contractor shall deploy his shift duties for round the clock functioning of one Data Entry Operator Counter each at Accident & Emergency Department, Trauma Care Centre & Labor Room.
6. The University authorities shall have the right to ask for the removal of any person of the Contractor who is not considered to be competent and orderly in the discharge of his duties.
7. The Contractor shall give an undertaking to the following effect in form of an affidavit of Rs.10/- on non-judicial stamp paper (duly attested) by the Notary Public / Ist. Class Magistrate and the same shall be part of the agreement.

"The contractor shall deposit all the contribution like Provident Fund, Employee State Insurance etc. with the appropriate authority regularly and that the contractor shall be responsible for implementation of provisions of legislation and rules there under as made applicable by the appropriate Govt. to the class of workers in respect of present contract has been awarded."


Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

For A.P. Security Services

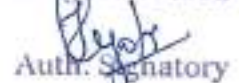
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8. Monthly duty roster of the employees should be prepared and a copy of the same should be sent to the O/o Additional Director (Admin.), PGIMS, Rohtak/ concerned controlling authority. Frequent changes in the posting of personal should be avoided so that functioning is not adversely affected.
9. The contractor shall not engage any sub-contractor to carry any obligations under the contract or transfer the contract to any other person/firm in any manner.
10. The contractor shall work, under the overall supervision of the Additional Director (Admin.), PGIMS, Rohtak or any other officer authorized by the PT. B.D.S. UHS, Rohtak for the execution of the contract and for the day-to-day services of the PT.B.D.S. UHS, Rohtak. The contractor shall undertake the said services during hospital timings or as per instructions of the authorities and as per the requirement of PT.B.D.S. UHS, Rohtak.
11. The monthly payment shall be made to the contractor on a certificate of rendering of the satisfactory services by the Additional Director (Admin.), PGIMS, Rohtak /concerned controlling authority.
12. The successful bidder shall be required to furnish a Performance Security/Bank Guarantee within 2 weeks of issue of 'offer of award' for an amount equal to 2% of the estimated total cost of the contract for one year in the form of Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favor of the Registrar, UHS, Rohtak as per instructions issued by Additional Director (Admin.), Director General Supplies & Disposals Department vide Memo No.DGS&D/Admin/Performance Security/2020/8780-8959 dated 14.12.2020. In case any subsequent modification is done by the Govt. regarding performance security amount deposit, the same shall be applied on the contractor. The performance security/ Bank guarantee shall remain valid for a period of sixty days beyond the date of all contractual obligations. In case the contract period is extended further, the validity of Performance security shall also be extended by the contractor accordingly.
13. The service provider agency shall mandatorily open an ESCROW ACCOUNT At Rohtak (preferably at SBI Medical College branch, Rohtak) within 02 weeks of award of contract and shall make payment through the ESCROW ACCOUNT as per instruction issued by the Chief Secretary, Govt. of Haryana. The payment of monthly wages of the outsourced staff shall be made by the agency in their Saving Bank Accounts linked with AADHAR Card through ESCROW account. The agency will submit the wages bill along with complete details of contractual staff viz. name designation, ID No. Bank Account Number, Aadhar No. address of contractual employee with complete details of statutory deductions, EPF/ESI account number etc. to the UHS by the 1st, if 1st is holiday then 2nd of every month for payment. The bills submitted for payment by the agency will be cleared/paid by the concerned office upto 6th of the each month in the ESCROW Account. In no case, the payment to the contractual staff will be made later than 7th of each month. An ESCROW Account shall be opened by the Agency at HQ and wages, statutory deductions, services charges etc. shall be deposited in this account for further payment to the concerned staff agency and statutory authorities on the direction in accordance with wages sheet, EPF, ESI & service charges etc. as authorized by the Pt. B.D.Sharma UHS, Rohtak.
14. In case of any dispute arising out of the above agreement between the PT.B.D.S.UHS, Rohtak and the contractor the matter shall be referred to the Vice Chancellor of Pt. B.D. Sharma University of Health Sciences, Rohtak according to arbitration and Conciliation Act, 1996 (26/1996), for arbitration whose decision shall be final and binding on both the parties. In case of any legal dispute between the two parties, venue of the arbitration shall be at Rohtak only.
15. Apart from and without any prejudice to the items specifically mentioned / issues taken up in the contract, the contractor shall be bound by the instruction issued by the PT.B.D.S. UHS, Rohtak from time to time and as such these instructions shall be deemed to form a part of the contract.
16. PT.B.D.S. UHS, Rohtak reserve the right to increase or decrease the total number of counters required for different services. The decision of the Vice Chancellor in this regard shall be final and binding.



Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

For A.P. Security Services



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Penal Provisions:-

- a) In case the service provider fails to commence the work as stipulated in the agreement the authorities reserve the right to impose and recover penalty as detailed below:-
 - i) 2% (two percent) of the cost of order/agreement per week upto two weeks delays in commencement of work.
 - ii) After four weeks delay as mentioned above, the authorities may cancel the agreement and get this job carried out preferably from any other agency from the open market /other bidder. The difference in cost, if any, will be recovered from the defaulting service provider as damages and he may be black listed for a period of four years from participating in such types of tenders and his security deposit shall also be forfeited, if so warned.
- b) In case any personnel deployed under the contract is (are) absent, suitable replacement has to be provided immediately, otherwise a suitable penalty of Rs.500/- per person on that particular day as deemed fit may be deducted by the Pt. B.D.Sharma UHS, Rohtak from the service provider's bill.
- c) In case of any service provider's personnel deployed under the contract fails to report in time and service provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty may be imposed by the UHS, Rohtak
- d) In case any public complaint is received attributable to misconduct/ misbehavior/ drunken state of Contractor's personnel and as verified by the competent authority, a penalty of Rs 500/- for each such incident shall be levied and the same shall be deducted from the Contractor's bill. Further the concerned guilty person shall have to be withdrawn by the Contractor.
- e) The competent authority for imposing the penalty shall be the Vice-Chancellor/Registrar/Director/Additional Director (Admin.), PGIMS, Rohtak.
- f) The contractor shall be responsible for the conduct and behavior of its workers. If any employee of the contractor is found misbehaving with the supervisory staff of the PT. B.D.S. UHS, Rohtak or the general public, the contractor shall terminate the services of such employees at their own risk. The contractor shall issue necessary instructions to its employees to act upon the instructions given by the supervisory staff of the PT. B.D.S. UHS, Rohtak.
- g) If the contractor was found to be not providing the satisfactory services, the contractor will be penalized the amount of Rs 2000/- to Rs 10,000/- at each occasion. However, in spite of repeated penalties, if services are not improved then the authorities will be at liberty to terminate the contract after issuing show cause notice & till maturity of subsequent contract the continuation will be got done at the risk and cost of the contractor recoverable from his security/bank guarantee.
- h) The manpower engaged by the service provider shall not take part in any labour union or association activities. In case of strike by a group of workers fine of Rs 25000/- for 1st instance, Rs 50,000/- for 2nd instance and Rs 75,000/- for 3rd instance and onward will be imposed.
- i) The University authorities shall have the right, within reason, to have any person removed, who is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff under intimation to the competent authorities.
- j) The University authorities reserve the right to withdraw or modify this e-tender to any extent at any time without assigning any reason.

3. SUBMISSION, VERIFICATION AND PAYMENT OF BILLS

- a) The contractor shall raise the bills to Additional Director (Admin.), PGIMS, Rohtakon monthly basis alongwith detail of payment of wages, EPF, ESI contributions in all respect on 1st, if 1st is holiday then 2nd of every month.
- b) The wages shall be paid to the persons engaged under Part-I of outsource policy as prescribed by Govt./D.C., Rohtak/HKRN whichever is higher in case of continuity from 31.12.2021 from time to time will be applicable in total. The vendor will only be paid Service Charge on basic wages.
- c) Payment of the bills shall be made to the firm as early as possible and subject to satisfactory report of the work from the Additional Director (Admin.), PGIMS, Rohtak/ authorized official by him.
- d) TDS towards income tax, service tax and any other statutory taxes/ cases/ levies as per rules on the rates prevalent at the time shall be deducted at source and deposited with the concerned quarters in Rohtak by the contractor.

For A.P. Security Services

Authorized Signatory

- e) The contractor shall be responsible for payment of wages to its staff at the rates fixed from time to time by Deputy Commissioner, Rohtak.
- f) The Service Provider/ contractor shall submit on a monthly basis the bills for the services rendered to enable the University to verify and process the same.

4. TERMS OF PAYMENT

- (a) Fees and charges for the services to be rendered are as agreed to between the parties as follows:-

Name of the firm	Category of post	Total No.	D.C. Rate, Rohtak/Basic Wages Rates	EPF as per Govt. Norms	ESI as per Govt. norms	LWF as per Govt. Norms	Service/Administrative charges (to be charged on DC rates/basic wages rate)	GST as per Govt. Norms
M/s A.P. Security Services, Jain Mansion, 3 rd Floor above Samsung Care, Opposite City Centre Mall, Huda Complex, Rohtak-124001	Data Entry Operator	57	As per Govt. norms	As per Govt. norms	As per Govt. norms	As per Govt. norms	2.42%	As per Govt. norms

(b) All payments made by the Department shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.

(c) The Service Provider, being the employer in relation to persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and/or any authority constituted by or under any law. He will observe compliance of all the relevant labour laws.

(d) The Service Provider will have to produce the register of wages or the register of wages-cum- muster roll of the preceding month along with the bill to be submitted on the 1st of every calendar month for verification to the Additional Director (Admin.), PGIMS, Rohtak or any other official nominated by him.

5. DISCIPLINE

(a) The service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at Department's option, and would be subject to verification at any time. The Department may refuse the entry into its premises to any personnel of the Services Provider not bearing such Outsourcing Policy identity card or not being perfectly dressed.

(b) The Department shall always have the right and liberty to do surprise inspection at its sites.



Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

For A.P. Security Services

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- (c) The service rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the Department. The Service Provider shall frame. Appropriate procedure for taking immediate action as may be advised by the Department from time to time.
- (d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against the Department. Department shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would Department be liable for any claim(s) whatsoever, of any such person(s).


6. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- (a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between the Department and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of Department, except to the extent and purpose permitted herein.
- (b) This agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the Department. The Service Provider shall be liable to make payment to its said employees towards their monthly wages/salaries and/other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc.
- (c) Department shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agents directly and or indirectly, in any manner whatsoever.

7. STATUTORY COMPLIANCES

- (a) Service Provider shall obtain all registration(s)/permission(s)/ license(s) etc. which are/may be required under my labour or other legislation(s) for providing the services under this agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Department indemnified against all losses, damages, claims actions taken against Department by any authority/office in this regard.
- (c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.
- (d) The Service Provider shall give an undertaking by the 1st of each month in favor of the Department that he has complied with all his statutory obligations. A draft of the said undertaking is attached herewith as Annexure 'IV' to this agreement.


Registrar,
Pt. B.D. Sharma
University of Health Sciences
Rohtak-124001 (Haryana)

For A.P. Security Services

Auth. Authority

8. ACCOUNTS AND RECORDS

- (a) The Service Provider shall maintain accurate account and records, statement of all its operations and expenses in connection with its function under this agreement in the manner specified by the Department.
- (b) The service Provider shall forthwith upon being required by the Department, allow Department of any of its authorizes representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the Department to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report the Department. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Department for such discrepancies or overcharge.

9. INDEMNIFICATION

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by the Department as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Department or otherwise.
 - (b) The Service Provider shall at all times Indemnify and keep indemnified that Department against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Department which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the Service Provider or in respect of any claim, damage or compensation under labor laws or other laws or rules made thereunder by any Person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the Department shall be as provided hereinbefore.
 - (c) The Service Provider shall at all times indemnify and keep indemnified the Department Outsourcing Policy against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Department's premises or before and after that.
 - (d) That, if at any time, during the operation of this agreement or thereafter the Department is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the department all such amounts and costs also
- and in all such cases/events the decision of the Department shall be final and binding upon the Service Provider. The department shall be entitled to deduct any such amount as aforesaid, from the Bank Guarantee/ security deposit and/or from any pending bills of the Service Provider.

10. LIABILITIES AND REMEDIES

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the Department shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Department the difference of payments made to such other sources, besides damages at double the rate of payment.

11. LOSSES SUFFERED BY SERVICE PROVIDER

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and / or its personnel in rendering or non-rendering the services under this agreement.

For A.P. Security Services

Auth.  Signatory

12. TERMS

This agreement shall be effective for a period of One year with effect from 01/03/2022 to 28/02/2023 and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the Department.

13. TERMINATION

- (a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Department shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.
- (b) If Service Provider commits breach of any covenant or any clause of this agreement, Department may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall stand terminated and Service Provider shall be liable to Department for losses or damages on account of such breach.
- (c) The Department shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

14. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assessment of this agreement, in part or whole, to any third party without the prior written consent of the Department shall be a ground for termination of this agreement forthwith.

15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

- (a) The Service Provider shall furnish to the Department all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.
- (b) The Service Provider shall always inform the Department in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the Department.

16. SERVICE OF NOTICE

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address of such other addresses as may be intimated from time to time in writing.

Department

Registrar

Pt. B. D. Sharma University of Health Sciences

Rohtak (Haryana)

Service Provider

Mr. Sandeep Kaushik,
M/s A.P. Security Services
Jain Mansion 3rd Floor, Above
Samsung Care Opp. City Centre
Mall Huda Commercial Complex
Rohtak


Registrar
Pt. B. D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

For A.P. Security Services

Authorised Signatory

17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of Department and it undertakes that it shall not, without Department's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

18. ENTIRE AGREEMENT

This agreement represents the entire agreement, the parties and supersedes all previous or other writing and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.

19. AMENDMENT/MODIFICATION OUTSOURCING POLICY

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

20. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

21. CAPTION

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

22. WAIVER


At any time any indulgence or concession granted by the Department shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the Department to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the Department to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

23. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labor disputes and governmental or public authority's demands or requirements.

24. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/executed at Rohtak for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Vice Chancellor, UHS, Rohtak. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be Rohtak.


Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

For A.P. Security Services

Auth. Signatory

25. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Rohtak shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

26. All other terms and conditions and clauses given in the tender document will also be a part of this MOU.

27. TWO COUNTERPARTS

This agreement is made in duplicate. The Service Provider shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

28. LIST OF ANNEXURE


ANNEXURE 'IV'


ANNEXURE 'V'

IN WITNESS WHEREOF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:



SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature: 
Name: Rajwanti
Date: 28-02-2022
Designation: Subalt. O.C.S.D

2. Signature 
Name: Rakesh Kumar


Date: 28/02/2022
Designation: Clerk


Signature: 
Name: Pt. B.D. Sharma
Date: 28/2/22
Designation: Registrar,
University of Health Sciences,
Rohtak-124001 (Haryana)
For and on behalf of the
Governor of Haryana

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature: 
Name: Souzab ADD. 526/25 Patel
Date: 28/02/2022 NAGRA RTH

2. Signature 
Name: Anil

Date 28/02/2022

Address

For and on behalf of the
Service Provider

For A.P. Security Services

Auth. Signatory