



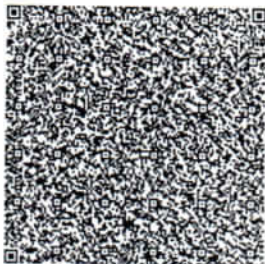
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Account Reference	: IMPACC (IV)/ dl777203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL77720319470987719911P
Purchased by	: MANORAMA DEVI BIRLA CHARITABLE TRUST
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MANORAMA DEVI BIRLA CHARITABLE TRUST
Second Party	: Not Applicable
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AGREEMENT

This Agreement is executed on this 29th day of November, 2017 At New Delhi by and between Manorama Devi Birla Charitable Trust, a public charitable Trust registered under India

For Manorama Devi Birla Charitable Trust

neelam Mathur
Registrar
Gurukul Kangri Himalayan University

Statutory Alert:

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Trust Act 1882, via Trust deed dated 23rd May, 2007 having its registered office at 18-20, Kasturba Gandhi Marg, New Delhi (herein after referred to as MDBCT which expression shall where the context so requires or admits, be deemed to include its successors and permitted assignees) acting through Shri V K Charoria, Authorized signatory, the first part

BETWEEN

M/S Swami Rama Himalayan University, Dehradun a University established vide Uttarakhand Act No.12 of 2013 and having its registered office at Jolly Grant, Dehradun, Uttarakhand (hereinafter referred to as "SRHU which expression shall where the context so requires or admits be deemed to include its successors and permitted assignees) acting through Shri Nalin Bhatnagar , Authorized signatory the second part.

AND WHEREAS the parties hereto are desirous of running "Mobile Clinic and Research Centre in (Udham Singh Nagar District) Uttarakhand "(herein referred to as "Project").

AND WHEREAS MDBCT has one of its objectives to provide Healthcare Facilities to the under privileged and unreached population;

AND WHEREAS MDBCT shall participate in the PROJECT by providing the vehicle, Driver and related expenses of the vehicle and financial assistance for recurring operational costs.

AND WHEREAS SRHU is desirous of joining/implementing the above mentioned PROJECT;

AND WHEREAS the SRHU and MDBCT has jointly agreed to implement the PROJECT as per terms mutually agreed from time to time (as per annexure A).

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

This agreement shall come into force on the 1st Day of Dec 2017. and shall be read and construed accordingly and shall continue unless terminated by either party in writing:-

I. DEFINITIONS

Subject to the context hereof, the following words and expressions shall be construed and interpreted so as to have the following meaning:-

- a) "**Agreement**" means and includes this Agreement and the Annexures and Appendices hereto or any modification or amendment if any.
- b) "**Project Review cum Monitoring Committee**" hereinafter referred to as "PRMC" shall be constituted by MDBCT and shall include persons inspect the work relating to the PROJECT at various stages of completion and for recommending to MDBCT disbursement of the sums if any, in respect of the costs of the PROJECT from time to time at various stages of the completion of the PROJECT.



Nalin Bhatnagar
Registrar
Swami Rama Himalayan University

For Manorama Devi Birla Charitable Trust



- c) **"Route Committee"** hereinafter referred to as "RC" shall mean and include persons nominated by MDBCT and SRHU to finalise the routes.

II. PROJECT AND SCHEDULES

a. Objective:

The PROJECT covered under this Agreement aims at improving the health status of the people of Udham Singh Nagar District of Uttarakhand and includes addressing the health needs of the unreached and underprivileged population in this region.

The PROJECT is envisaged for health service delivery by equipping a mobile Clinic and research center with minimum equipment and associated health care services and has the following main function:

- i) **Diagnostic Facilities-** Basic instruments for eye, ENT, gynecological check up etc.
- ii) **Curative Health Care-** prescription and on the spot dispensing medicines for the common ailments and referral to hospital for other cases.
- iii) **Research-** developing a health profile (such as depicting the distribution of health and diseases) and analysis of the health issue in rural areas. The health profile will include age, gender and location specific data besides creating a general profile of the health status.
- iv) **Educational and Awareness Programs-** to raise awareness about preventive health care including family planning, communicable and other diseases etc. using the expertise of SRHU.
- v) **Sustainability-** To enhance the longevity of the project beyond three years by creating an innovative plans for its self-sustainability.

It is expected that the PROJECT will play a role in formulation and execution of viable and alternate health care services system in remote areas serving specially underprivileged and economically backward people.

b. Equipment and Vehicles

- i. MDBCT will ensure that the Vehicle is in good Condition and fuel with Driver is provided to SRHU as per the agreed schedule.
- ii. MDBCT will ensure the Insurance and maintenance/AMC requirements for all equipments and vehicle for the PROJECT and the equipment and vehicle vendors will have a single point responsibility for the maintenance service requirements.



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Swami Ram Himalayan University

For Manorama Devi Bitta Charitable Trust



iii. The Staff Vehicle will be the responsibility of SRHU for which the expenses will be reimbursed by MDBCT.

C. Operational Aspects by SRHU:

- i. SRHU will depute its manpower for the PROJECT and ensure that manpower will include a Physician, a Gynaecologist, a Pediatrician, a Nursing Supervisor, a Nursing Assistant, a Pharmacist, a Coordinator, a Driver and Helper. The manpower will do multipurpose jobs like the nurse will distribute medicines also along with her normal duty and the male helper will help in keeping the vehicle clean and other sanitation related jobs.
- ii. Appropriate training will be provided by SRHU to their staff. During the period of leave of doctors/staff suitable alternate arrangements will be made by SRHU.
- iii. SRHU will be fully responsible for deciding and selection of the brand and quality of the Medicines to be used.
- iv. The "Base station" for the project will be located at the SRHU campus in Dehradun.
- v. The entire project will be coordinated from the Base Station (SRHU Campus) through a Programme coordinator who will be a senior employee of SRHU. The Programme coordinator will workout detailed action plans, logistic support from local authorities, details of operational aspects etc.
- vi. SRHU will coordinate with MDBCT for any requirements and support required by SRHU from MDBCT regarding all operational aspects from time to time.

d. Record Keeping and Documentation:

- i. Record of charges, if any, for services to patients will be maintained by SRHU right from the beginning.
- ii. SRHU will design all the required forms and will document all the procedures to be followed during the operation(s).
- iii. SRHU will do data and record keeping of all kinds (patients, medicines, diseases, profile etc.) right from the beginning.
- iv. Additionally, the following records will be maintained by SRHU :
 - Log Book of the vehicle
 - Patient Register
 - Medicine Stock Book
 - Inventory List in the vehicle
 - Routine stock register for consumables.

For Manorama Devi Birla Charitable Trust



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Registrar
Savitri Datta Himalayan University



- v. The results of the data evaluation will provide distribution of diseases and SRHU will submit a detailed report about the patients and a morbidity profile of the particular region at the end of every year for review by PRMC.

e. Routes Days of Operation

- i. SRHU will formulate the routes for the vehicles which have to be fixed without any deviation. Also between any two points there should be a maximum of two hours journey.
- ii. The Route Committee (RC) will finalize the routes. The routes once finalized are not to be diverted by SRHU without approval of the route committee.

III. FUNDING OF THE PROJECT

1. The non-recurring costs will be the responsibility of MDBCT. The main project vehicle, Fuel and driver will be responsibility of MDBCT.
2. The MDBCT shall pay for the recurring operational costs to SRHU in quarterly installments in advance.
3. The SRHU shall furnish quarterly statements of accounts on the expenditures incurred on the PROJECT, duly certified by the auditors and the authorized signatory of SRHU, to MDBCT within 30 days of the completion of each of the quarter.

IV. EVALUATION OF PROGRESS

a. MONITORING COMMITTEE AND ROUTE COMMITTEE

- i. MDBCT shall appoint a Project Review cum Monitoring Committee (PRMC) for reviewing and monitoring the progress made on the PROJECT.
- ii. The PRMC shall monitor the PROJECT once in six months (and more often if necessary) and for this purpose, shall have free access to the SRHU premises and records of the PROJECT.
- iii. The PRMC will monitor the project will have the authority to review, control and monitor the project and even to recommend closure with refund (with interest) of MDBCT contribution if the project fails to pick up due to lack of initiatives of SRHU.
- iv. Charging of patients, if any, will be finalized by PRMC, and the revision of all rates being charged will be reviewed by PRMC after atleast of 1 year of operations.
- v. MDBCT shall appoint a route committee (RC) for routes.
- vi. The RC will review and finalize the routes and will have the authority to review and amend the routes if considers necessary.



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Registrar
Swami Datta Himalayan University

For Manorama Devi Birla Charitable Trust



- vii. PRMC and RC shall report to the MDBCT regarding the progress of the PROJECT.
- viii. Travelling and incidental charges incurred by the members of the RC, PRMC shall be borne by MDBCT. The local hospitality shall be borne by SRHU.

b) REPORTING REQUIREMENTS BY SRHU

SRHU shall submit quarterly progress reports on the project to MDBCT, within 30 days of the completion of the quarter from effective date of the Agreement. The scope and character of the report may be reviewed by the PRMC and revised as warranted by the state of progress of the PROJECT.

V. ACKNOWLEDGEMENT :

SRHU shall acknowledge the MDBCT's financial assistance by inscribing in prominent manner that "The Camps are completely supported by Manorama Devi Birla Charitable Trust". Any banner and promotional materials used in the camps will carry Logos of SRHU and MDBCT in equal sizes.

VI. FUND UTILISATION

- a. The funds earmarked for the PROJECT shall not be diverted for any other purpose other than the PROJECT.
- b. If the PRMC recommends the foreclosure of the PROJECT as it fails to take off due to lack of initiatives/ willingness by SRHU, SRHU shall refund unconditionally the entire amount paid by MDBCT.

VII. DECLARING OF COMPLETION

The PROJECT shall be deemed to be completed when the PRMC certifies to the effect in writing regarding achievement of objective and targets of PROJECT (including any MDBCT approved midcourse corrections).

VIII. RIGHTS ON KNOWHOW AND RELATED MATTERS

- a. Any intellectual property rights (IPR), including know-how generated during this PROJECT shall be joint property of SRHU and MDBCT.
- b. The parties shall share any revenue that might accrue from exploiting such IPR rights by way of technology transfer to a third party, in the proportion of 50% of the revenue to SRHU and 50% of the revenue to MDBCT.
- c. The SRHU shall further ensure that its employees engaged on the PROJECT shall execute or join in executing all documents and do or join in doing all acts and things which may be necessary to obtain patents for any invention arising out of the PROJECT in India or abroad, in the joint names of the SRHU and MDBCT.

For Manorama Devi Birla Charitable Trust



neelam shastri
Registrar
Birla Charitable Trust



IX. NOTICES

All notices require to be served on SRHU under the terms of this agreement shall be deemed to be duly served if the same shall have been delivered to, left with or posted by registered mail to SRHU at its last known place of business or the registered office.

X. ENTIRE AGREEMENT

This agreement shall be the sole repository of the terms agreed to between the parties and no amendment thereof shall take effect and will be binding on SRHU unless such amendment is authorized by MDBCT and is recorded in writing and signed by both the parties.

XI. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of god, war, flood, earthquakes, etc. provided on the occurrence of any such events, the party effected thereby shall give a notice in writing to the other parties within the one month of such occurrence. If the force majeure conditions continue beyond six months, the party shall then mutually decide about the future course of action.

XII. ARBITRATION AND JURISDICTION

- a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any matter under these present but excluding any matters, decisions or determinations of which is expressly provided for in this agreement such disputes or differences shall be referred to the sole arbitrator appointed with mutual consent between both the parties. A reference to the arbitration under this clause shall be deemed to be submission within the meaning of the arbitration and reconciliation act, 1996 and the rules framed thereunder for the time being in force.
- b) If however, both the parties doesn't make any claim or demand or rise any dispute or difference in terms of sub clause (i.) of this clause within six months from the date on which such claim or demand arises, both the parties shall be deemed to have waived and abandoned such claim or demand or the right to rise such dispute or difference against each other.
 - i. The venue of the arbitration shall be at Dehradun.
 - ii. The parties hereby agree to consent to the extension of time for making the award by the sole arbitrator, if the sole arbitrator so requires.
 - iii. Each party shall bear or pay its own cost of the arbitration proceedings unless the arbitrator otherwise decides in the award.
 - iv. The provision of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this agreement expires or ceases to exist or exterminated or revoked or declared unlawful.



Neelam Bhattacharya
Registrar
Sri Aurobindo University

For Management Development Centre


- v. The courts at Dehradun shall have exclusive jury in all matters concerning this agreement, including any matter arising out of the arbitration proceedings or any award made therein.

TERMINATION

In cases of any unforeseen circumstances, MDBCT has right to terminate the contract by giving 15 days' notice.

IN WITNESS THEREOF MDBCT and SRHU have executed these presents by the day and year first above written.

Signed by

For and on behalf of Manorama Devi Birla Charitable Trust in the presence of

For Manorama Devi Birla Charitable Trust

Name & Signature

Occupation & Address

Name & Signature

(ANIL SHANKAR BHATNAGAR)

Occupation & Address

96 The Hindustan Times Bldg.
18-20, K.G. Marg, N. Delhi

Signed by

For and on behalf of Swami Rama Himalayan University, in the presence of

Neelam Hattar

Name & Signature

Occupation & Address

Registrar

Swami Rama Himalayan University

Name & Signature

Occupation & Address

ANNEXURE A

Expenditure for running of "Mobile Clinic and Research Centre in Udham Singh Nagar District, Uttarakhand.

Monthly expenditure for 2017 – 18 on 08 days basis

1. On Manpower (Annexure I)	Rs. 2,51,300/-
2. Diesel per Swaraj Mazda Passenger vehicle (7 Km per Litre @ Rs. 60 per litre & 75 Km average per day) for 10 days p.m	Rs. 6,428/-
3. On Medicines as per actual consumption	
4. On stationery (Lumpsum)	Rs. 8,330/-
5. Base Coordinator salary	Rs. 15,750/-

These are subject to submission of original bills, etc



Neelam Pathak
Registrar
Swami Vivekananda University

For Manorama Devi Birla Charitable Trust



Annexure I
Estimated expenditure budget for MDBCT Camp
Udhamsingh Nagar District

		Particular	Description	Unit-day per month	Unit cost	Total (Plan Budget) per month	Total Budget Per Year
	1. Human Resource	A. Human Resource (Salary Head)					
I		Consultants	3000/- per day for 10 days (Medicine, Gynae, Pedia) x3	30	3000	90000	1080000
II		Nurse Supervisor	1000/- per day for 10 days	10	1000	10000	120000
III		Nurse Assistant	600/- per day for 10 days	10	600	6000	72000
IV		Pharmacist	800/- per day for 10 days	10	800	8000	96000
V		Coordinator	800/- per day for 10 days	10	800	8000	96000
VI		Driver	500/- per day for 10 days	10	500	5000	60000
			Sub- total			127000	1524000
	2. Boarding lodging	B. Stay (paid as per actual bill)					
I		Consultants	1000/- per day for 9 days	27	1000	27000	324000
II		Nurse Supervisor	800/- per day for 9 days	9	800	7200	86400
III		Nurse Assistant	800/- per day for 9 days	9	800	7200	86400
IV		Pharmacist	800/- per day for 9 days	9	800	7200	86400
V		Coordinator	800/- per day for 9 days	9	800	7200	86400
VI		Driver	500/- per day for 9 days	9	500	4500	54000
			Sub-total			60300	723600
		C. Food and Daily Allowance					
I		Consultants	1000/- per day for 10 days (600 Food + 400 Field Allowances) x3	30	1000	30000	360000
II		Nurse Supervisor	800/- per day for 10 days (500 Food + 300 Field Allowances)	10	800	8000	96000
III		Nurse Assistant	500/- per day for 10 days (300 Food + 200 Field Allowances)	10	500	5000	60000
IV		Coordinator	800/- per day for 10 days (500 Food + 300 Field Allowances)	10	800	8000	96000
V		Pharmacist	800/- per day for 10 days (500 Food + 300 Field Allowances)	10	800	8000	96000
VI		Driver	500/- per day for 10 days (300 Food + 200 Field Allowances)	10	500	5000	60000
			Sub-total			64000	768000
			Grand total			251300	3015600

For Manorama Devi Birla Charitable Trust

[Signature]

neelini shastri
 Registrar
 Swami Rama Himalayan University

[Signature]

ANNEXURE - II

ROUTES OF THE MOBILE CLINIC

	Travelling Time	Village/ Town	Patient visiting Hours	Halting Station	Remarks
Starting Time every day is 8 A.M					
Day 1	5 Hours			Kashipur	
Day 2		Kashipur	5 - 7 Hrs	Kashipur	
Day 3		Jaspur	5 - 7 Hrs	Kashipur	
Day 4	2 Hrs	Bajpur	5 - 7 Hrs	Kashipur	
Day 5		Gadarpur	5 - 7 Hrs	Kashipur	
Day 6	2 Hrs	Kichcha	5 - 7 Hrs	Kashipur	
Day 7		Sitarganj	5 - 7 Hrs	Kashipur	
Day 8		Kashipur	5 - 7 Hrs	Kashipur	
Day 9		Jaspur	5 - 7 Hrs	Kashipur	
Day 10		Returning Back		Dehradun	
Day 11					
Day 12					
Day 13					
Day 14					
Day 15					
Day 16					
Day 17					
Day 18					
Day 19					
Day 20					
Day 21					
Day 22					
Day 23					
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Day 25					
Day 26					
Day 27					
Day 28					
Day 29					
Day 30					


 Registrar
 Swami Rama Himalayan University

