



**VELAMMAL MEDICAL COLLEGE**  
**HOSPITAL AND RESEARCH INSTITUTE**  
**MADURAI - 625009**

SL. No.	Title of the MoU	Name of the partnering institution	Duration
<b>2018-19</b>			
6.	Free eye camp	District Blindness Control Society - Sivaganga	4 Years (April 2017 to March 2021)
7.	Cataract Eye operation	District Health Society, Madurai	2 years (April 2017 to March 2019)
8.	Avail the pathology laboratory services	Dr. Lal Pathlabs Limited Block E, Sector 18, Rohini NewDelhi 110085	2 Years (1.8.2018 to 31.7.2020)
9.	Improve the health care access to leprosy patients and also to aid in their rehabilitation	Madurai Health and Leprosy Relief Centre No 12/ 10 Sister Rose 2nd Street. Melaponnagaram. Madurai - 625016	1 year (1.2.2019 to 31.1.2020)

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

H-2 - cphthal

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

**PROCEEDINGS OF THE DISTRICT COLLECTOR, SIVAGANGA DISTRICT**

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

Ref. No. 97/2589/2013

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

Ref : Letter No.012/DBCS/SVG/2017-18, dated.  
16.03.2018 of the District Programme Manager,  
District Blindness Control Society, Sivaganga.

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**ORDER:--**

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

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

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

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



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

for Collector

**To:**

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

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



**Annexure XVII**

To  
The District Programme Manager (DPM)  
District Health Society



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

Sir/Madam,

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

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

Yours Sincerely,

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

N.B

Acknowledged by DPM

(Signature of DPM/Representative)

Date: 31-03-2019

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



Annexure XVIII



Government of India

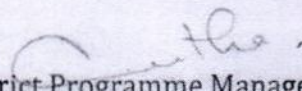
National Programme for Control of Blindness

CERTIFICATE OF RECOGNITION

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

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

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

  
District Programme Manager  
(With Name & Officer Seal)

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

Place: Madurai  
Date: 31.03.2019



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

Ref No: 05/DBCS /18

Date : 12.04.2018

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

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

Order;

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

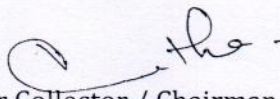
1. Aravind Eye Hospital Madurai
2. Meenakshi mission Hospital
3. Sankara Eye Hospital Krishnan Kovil
4. Damien Eye Hospital Nilakottai
5. Velammal Hospital Madurai

**Conditions**

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

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

To  
The NGO's Concerned

  
For Collector / Chairman  
DBCS Madurai.

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





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

### 1. Preamble:

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

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

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

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

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

### 2. Parties of MOU:

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

### 3. Duration of MOU:

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



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

#### 4. Commitments of District Health Society

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

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





Government of India

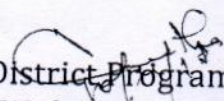
National Programme for Control of Blindness

CERTIFICATE OF RECOGNITION

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

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

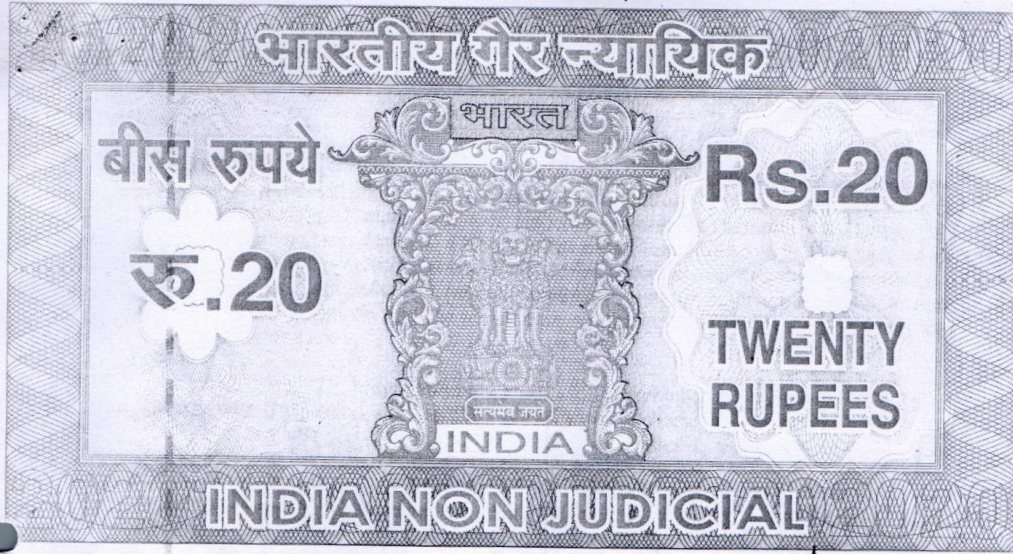
This certificate is to recognize active participation of the organization in prevention and control of blindness in the country.

  
District Programme Manager  
(With Name & Officer Seal)

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

Place: Madurai  
Date:





தமிழ்நாடு தமிழ்நாடு TAMIL NADU

57AB 454606

திரு. திருமதி. ANNAL LIFE SCIENCE

RC.No.1761/B1/97-II

ப. 02/ மாநாடு MADURAI

பட்டிசேலம் கிராமம்

தேதி 16.08.2018

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

#### MEMORANDUM OF UNDERSTANDING

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

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

AND

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

Dr. R.M. RAJA MUTHAIAN, MS, MCh,

Dean

Velammal Medical College Hospital  
and Research Institute

Madurai-625 009

Madurai-625 009



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

**WHEREAS:**

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

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

**1) DEFINITIONS**

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

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

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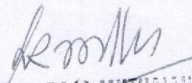
  
Dr. R.M. RA  
Velammal Medical College Hospital  
and Research Institute  
Madurai-625 009



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

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

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



### **3. RIGHTS AND OBLIGATION OF LPL**

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

### **4. INDEMNITY:**

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

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



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

5. **SECURITY DEPOSIT**

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

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

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

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

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

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

**TERM**

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

6. **TERMINATION**

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

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

7.3 Either party may terminate this MoU immediately, if:

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

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



b. the management of either party undergoes any change.

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

**7. NON-EXCLUSIVITY:**

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

**8. REPRESENTATIONS AND WARRANTIES:**

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

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

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

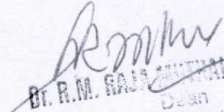
**9. CONFIDENTIAL INFORMATION:**

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

**10. DATA PRIVACY AND SECURITY:**

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

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Dr. R.M. RAJU, M.D., M.Sc.  
Dean  
Velammal Medical College Hospital  
and Research Institute  
Madurai-625 009



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

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

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



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

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

11. **FORCE MAJEURE:**

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

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

12. **GOVERNING LAW:**

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

13. **MISCELLANEOUS**

i. It is understood and agreed by the Parties that this MOU does not create a fiduciary relationship between them. The Second Party shall be an independent contractor, and that nothing in this MOU is intended to constitute either party an agent, legal representative, subsidiary, joint venture partner, partner, employee, or servant of the other for any purpose whatsoever. This shall be treated as a Principal to Principal vis-à-vis LPL and Second Party.

ii. Nothing in this MOU authorizes Second Party to make any contract, agreement, warranty, or representation on LPL's behalf, or to incur any debt or other obligation in LPL's name.

iii. In case the Second Party intends to transfer/assign its rights under the present MOU in favour of any third party, it shall seek prior written consent of LPL. LPL reserves the right to grant/reject approval without assigning any reason thereof. Provided further that in the event that LPL approves such transfer/assignment, the Second Party shall bind such transferee to this MOU so that LPL's rights shall not be prejudiced, jeopardized or adversely affected.

iv. Either Party shall not use other's brand name, logo, mark or any other intellectual property in any manner whatsoever.

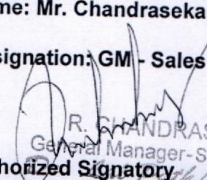
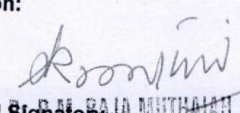
v. The terms and conditions as mentioned in the Annexures form an integral part of this MOU and in case of discrepancy between the MOU and Annexures, the provisions contained in the Annexures shall prevail over the Agreement.

8  
Dr. R.M. RAJA MUTHAIAN, MS, M.Ch.,  
Dean  
Velammal Medical College Hospital  
and Research Institute  
Madurai-625 009



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

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

For ONE PARTY	For SECOND PARTY
<b>Name: Mr. Chandrasekar Ramaswamy</b> <b>Designation: GM - Sales (South)</b>  <b>Authorized Signatory</b> <b>R. CHANDRASEKAR</b> General Manager-Sales (South) <b>Dr. Lal PathLabs Limited</b> #873/874, Ground Floor, J Block, Main Road, Anna Nagar (West), Chennai - 600 040. Ph:044-26161184 / 50589140	<b>Name:</b> <b>Designation:</b>  <b>Authorized Signatory</b> <b>S. RAJU MUTHAIAH, MS, MCh.,</b> Dean <b>VELAMMAL MEDICAL COLLEGE HOSPITAL &amp;</b> <b>RESEARCH CENTRE, MADURAI</b> Velammal Medical College Hospital Institute Madurai-625 009

**WITNESSES:**

1. Name , s/o or d/o Designation and full Address:

① S. Tailani. s/o J. Saleem Lab Technician.  
 113 F Muthalamman Kovil Street,  
 Tirumangal - 625 206  
 9944378228

2. Name , s/o or d/o Designation and full Address:



**ANNEXURE – A**

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



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





# Madurai Health and Leprosy Relief Centre

## MAHELERECEN

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

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

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

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Madurai, Tamil Nadu on 01<sup>st</sup>..... day of Feb.... 2019 by and between

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

AND

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

#### A. BACKGROUND

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

#### B. OBJECTIVES

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

#### D. ROLES & RESPONSIBILITIES

##### 1. The Department:

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

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

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

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

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

Website : <http://mahelerecen.org.in> [www.mahelerecen.50webs.com](http://www.mahelerecen.50webs.com)



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

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

## 2. The NGO:

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

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

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

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


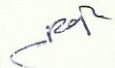


**e. Publicity:** The NGO will be responsible for taking the information about each activity to the beneficiaries so that they are aware about such activities and can avail the benefits.

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

## E. Time Period of the MOU

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

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

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

Place:

Dated: