



VELAMMAL MEDICAL COLLEGE
HOSPITAL AND RESEARCH INSTITUTE
MADURAI - 625009

SL. No.	Title of the MoU	Name of the partnering institution	Duration
2021-22			
22.	Diagnosis & treatment to patients	Vadamalayan Hospitals Private Limited, Vallabh Bhai Road, Chockikulam, Madurai.	3 Years (4.4.2022 to 3.4.2025)
23.	Referral Laboratory for outsourcing and Inter lab comparison agreement	Agam Diagnostics Ground floor, Plot no 17-R-I, 120 feet road, Chambakulam, Vivekananda Nagar, Madurai 625007. Mobile Number: +91-95006 85801	1 Year (8.9.2021 to 7.9.2022)
24.	Knowledge to students regarding Mental Health Services in community	MS Chellamuthu Trust and Research Foundation, Madurai	1 Year (8.12.2021 to 7.12.2022)
25.	Education, treatment and research	The Leprosy Mission Hospital, Dayapuram CNI Bhavan 16, Pandit Pant Marg, New Delhi, India.	1 Year (9.2.2022 to 8.2.2023)
26.	Training the medical students about provision of health care	Madurai Health and Leprosy Relief Centre No 12 /10 Sister Rose 2nd Street. Melaponnagaram. Madurai - 625016	11 year (2.2.2022 to 1.2.2023)
27.	Clinical Research Site Management Services	Consortium Clinical Research PVT. LTD Velammal Village, Anuppanadi, Madurai 625009, Tamil nadu	1 year (26.6.2022 to 25.6.2023)
28.	Training the medical	Bodhi Zendo Meditation Centre, Little Flower Montessori School,	1 year (15.10.2022

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



VELAMMAL MEDICAL COLLEGE
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	students	Perumalmalai, Tamilnadu-624104,	to 14.10.2023)
29.	Provide information on the common physical and mental health issues among the school children and the various activities/initiatives	CS Ramachary Memorial matriculation higher secondary school, No 134, GST Road, Tirunagar. Madurai 625006	1 year (15.10.2022 to 14.10.2023)
30.	Providing the basic information regarding the health issues at the school campus, preparation of IEC material and training of the students in providing health education	Sitalakshmi Girls Higher Secondary School, No 134, GST Road, Tirunagar, Madurai 625006	1 year (15.10.2022 to 14.10.2023)
31.	Health care access of orphan children and knowledge to medical students regarding vulnerable community	Joe Britto Educational and Social Trust, Joe Andrea Illam	1 year (4.1.2022 to 3.1.2023)

Prof. T. THIRUNAVUKKARASU, M.D., D.A.
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Velammal Medical College Hospital
and Research Institute
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Anuppanadi, Madurai-625 009, T.N.

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

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

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

AND

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

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

1. **Subject**

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

2. **Duration**

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

3. **Range of Investigations**

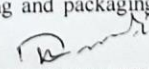
Both the parties agreed for the Inter Lab comparison for their samples as per NABL Protocol, the scope of services shall include Clinical Biochemistry, Haematology, Clinical pathology, Molecular Biology, Histopathology.

4. **Specimen Packing**

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

For Agam Diagnostics


Proprietor


DIRECTOR LABORATORY SERVICES
VMCH & RI, MADURAI

5. Confidentiality

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

6. Communication

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

"AGAM"

AGAM Diagnostics

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

For Technical:

Mr.Suresh Lingam

For Commercial & Operations:

Mr.Suresh Lingam

"VELAMMAL"

Velammal Medical College Hospital & Research Institute

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

For Technical Commercial & Operations:


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

7. Responsibilities: Both parties shall

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

8. Turn Around Time (TAT):

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


DIRECTOR LABORATORY SERVICE
VMCH & RI, MADURAI

9. Documentation / Scientific activity:

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

10. Arbitration and Dispute readressal:

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

11. Non-disclosure information:

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

12. Changes:

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

13. Termination:

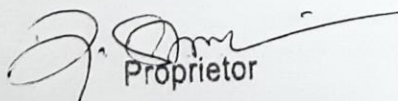
Both parties have the right to terminate this agreement in the event of incompliance of the obligations contained in this agreement or revocation of any of its terms and conditions by the other party. In this case, the party Claiming the termination shall send its intention with the due justification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

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

"AGAM":

AGAM Diagnostics

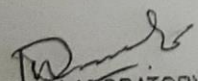
For Agam Diagnostics


Proprietor

Authorized Signatory.

"Velammal"

Velammal Medical College Hospital & Research Institute


DIRECTOR LABORATORY SERVICES
VMCH & RI, MADURAI

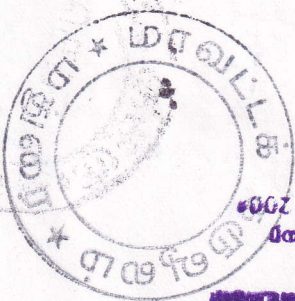
Authorized Signatory.

“(MST&RF) is made on 08.12.2021.”

M.S Chellamuthu trust and Research Foundation, Madurai

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Department of Psychiatry,



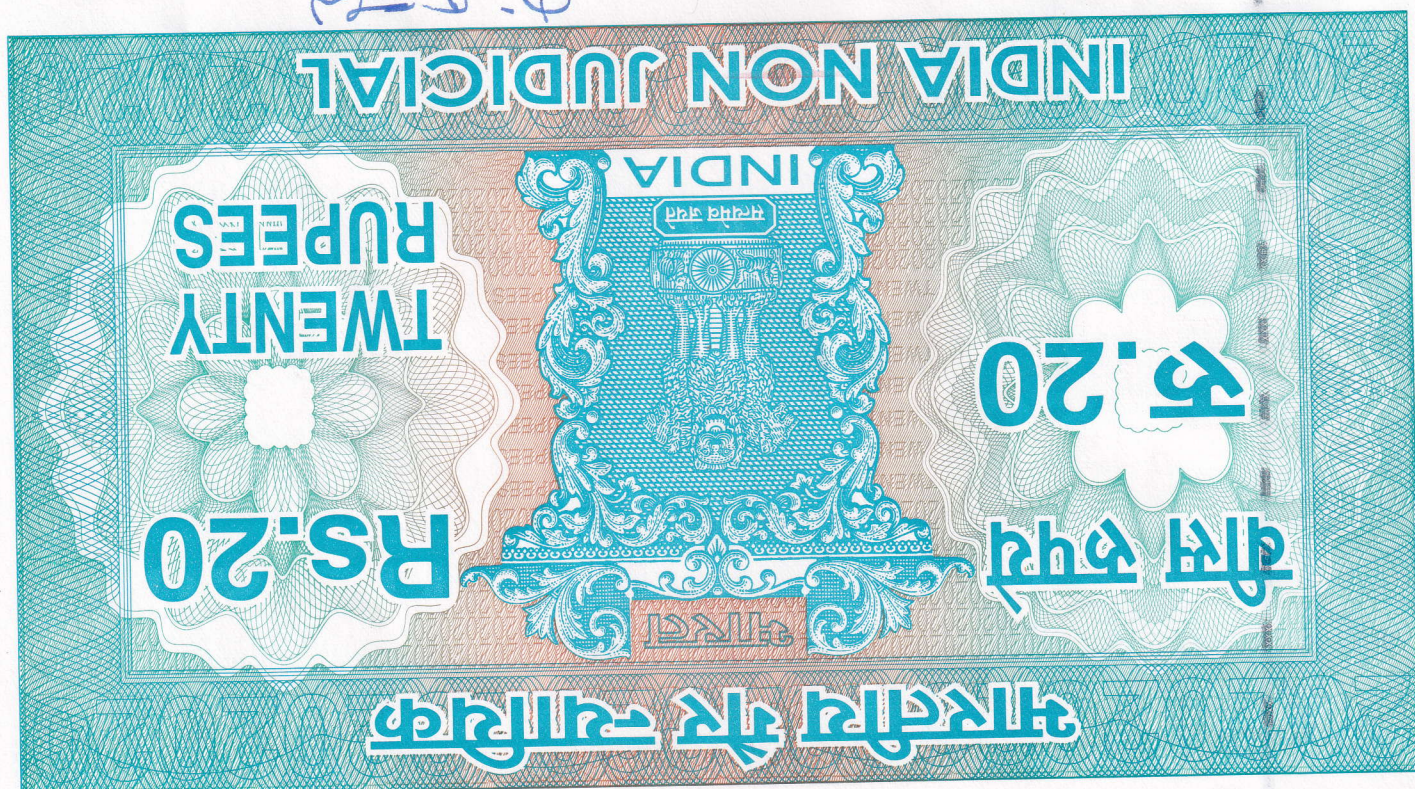
1/58, ராஜகம்புரம்
Y. ஓத்தக்கடை, மதுரை
P.M.C. No. 5800 / B1 / 2000

மாண்புமிகு பேரவைத் தலைவர்:

95AB 405020

தமிழ்நாடு TAMIL NADU

പ്രവൃത്തിശാസ്ത്രം



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

And

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

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

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

I. The Collaboration

A. SCOPE of the collaboration

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

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

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

Term of Agreement:

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

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

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

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

General Terms:

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

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

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

Signature

(Mrs. R. Rajkumari)

Executive Director,

M.S. Chellamuthu trust and Research Foundation
Madurai

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

Signature

(Dr. V. Ramanujam)

Professor and Head
Department of Psychiatry,
VMCH&I

Dr. V. RAMANUJAM, M.D., D.P.M.
Reg. No. 37227
Professor & Head
Department of Psychiatry
Velammal Medical College
Hospital And Research Institute
Madurai-625 009



தமிழ்நாடு தமில்நாடு TAMIL NADU

SSUG 88AB 097134

19/1/2022

VMCHRI
Madurai

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



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Madurai, Tamil Nadu on 9th day of February 2022, By and between

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

AND

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

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

And

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

Dr. Thirunavukarasu
SUPERINTENDENT
The Leprosy Mission Hospital

Dr. Jacqueline Jose
Prof. T. THIRUNAVUKKARASU, M.D., D.A.,
Dean
Velammal Medical College Hospital
and Research Institute
"Velammal Village"

A. BACKGROUND

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

B. SCOPE OF PARTNERSHIP

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

C. OBJECTIVES

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

D. ROLES & RESPONSIBILITIES

1. First Party:

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

2. Second Party:

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

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

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

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

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

E. FORCE MAJEURE

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

F. GENERAL PROVISIONS

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

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

G. TIME PERIOD OF THE MOU

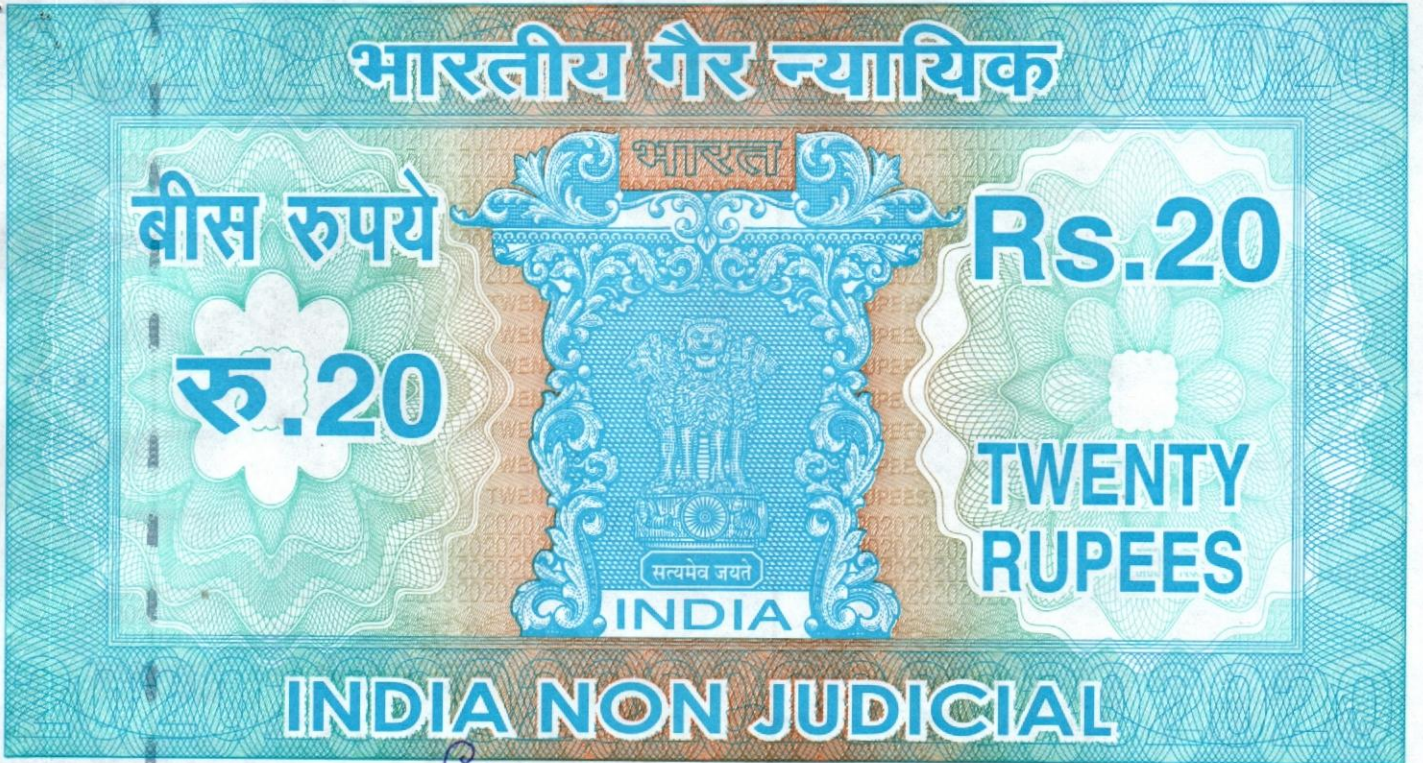
The MoU will be valid for a period of 1 year from the date it is signed by both parties, i.e. till 9th Feb 2023. It can be extended for another one year or its scope increased by mutual agreement

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

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

Place: Madurai

Dated: 9-2-2022



தமிழ்நாடு தமிழ்நாடு TAMIL NADU

88AB 097137

19/1/2022 Mahelerecen
Madurai

S. சண்முகம்
L. No. 8191 / 90
சாலைப்பேரேண்டி
176, சிவசங்கர கோடு, மேலாண்மை



MEMORANDUM OF UNDERSTANDING

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

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

AND

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

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

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

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

And

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

A. BACKGROUND

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

B. SCOPE OF PARTNERSHIP

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

C. OBJECTIVES

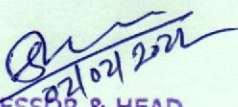
1. To improve the health care access of leprosy patients by providing primary care and referral services.
2. To provide the medical students an opportunity to understand various Epidemiological determinants, clinical manifestations and diagnosis of leprosy.
3. To provide the medical students an opportunity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

D. ROLES & RESPONSIBILITIES

1. The Department:

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

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


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


SECRETARY
MADURAI HEALTH AND LEPROSY
RELIEF CENTRE
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Melaponnagaram
Madurai-625 016, Tamilnadu

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

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

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

2. The NGO:

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

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

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

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

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

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

E. FORCE MAJEURE

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


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


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

F. GENERAL PROVISIONS

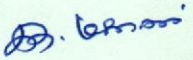
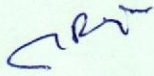
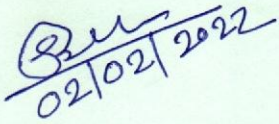
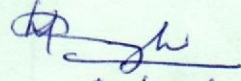
1. Governing Law and jurisdiction: The parties hereby agree that this Agreement and all questions arising with it are governed by and will be construed according to the laws from time to time in force in India and the state of Tamil Nadu and the parties irrevocably submit to the authority of the courts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

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

G. Time Period of the MOU

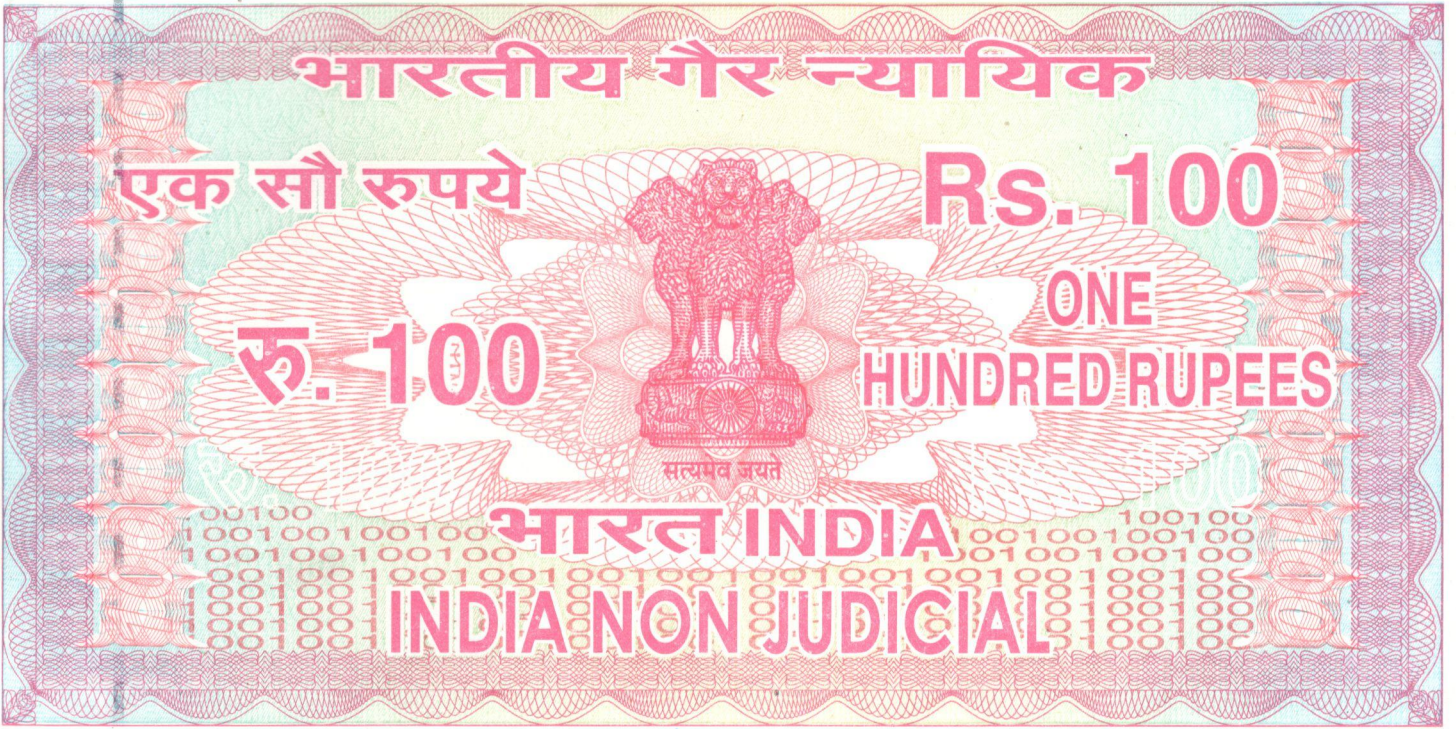
The MoU will be valid for a period of 1 year from the date it is signed by both parties, i.e. till _____(Date). It can be extended for another one year or its scope increased by mutual agreement. During the validity of the MoU, either party can terminate the agreement by giving one month's notice. In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

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

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

Place:

Dated:



தமிழ்நாடு தமில்நாடு TAMILNADU

CU 324400

17.6.2022 Consortium Clinical
Research Pvt Ltd
Coimbatore

K. பிரபாகரன்
முத்திரைத்தாள் விநியோகஸ்தா
L.No: 7323 / B1 / 2008 / 37
16/147, அம்மையன் கோவில் வீதி,
காந்தி நகர், மதுரை.
கோயமுத்தூர் - 641 005.

CLINICAL RESEARCH & DEVELOPMENT-SITE MANAGEMENT AGREEMENT

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

Between

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

And

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

For Consortium Clinical Research Pvt Ltd.

Signature: _____



For Velammal Hospital

Signature: _____

69. 20/06/2022
Prof. T. THIRUNAVUKKARASU, M.D., D.A.,
Dean

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

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

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

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

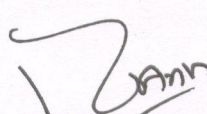
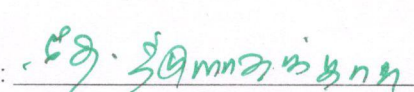
NOW THEREFORE THE PARTIES AGREE AS UNDER:

1. Description of Services

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

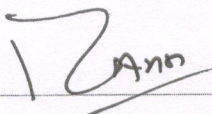
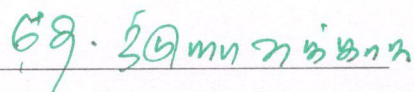
2. Payment for Services

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

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

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

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

4. VELAMMAL HOSPITAL Obligations:

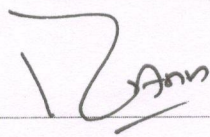
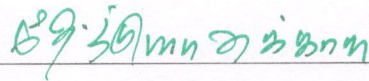
- 4.1. VELAMMAL HOSPITAL agrees to grant approvals or convey its rejection in respect of any proposal of CCRPL within reasonable time and shall respond to legitimate queries in a timely manner;
- 4.2. VELAMMAL HOSPITAL agrees to provide reasonable use of its facilities and infrastructure and personnel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

5. Progress Report and Records:

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

6. Intellectual Property Rights:

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

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

discoveries (and patents and patent applications thereon) throughout the world (iii) that CCRPL shall ensure that the Investigator or the subcontractor do not assert any rights in relation to all Intellectual Property Rights and in all Know How, arising out of the MOA, and that the same belong solely to VELAMMAL HOSPITAL.

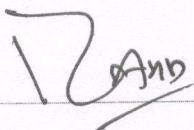
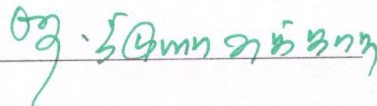
6.3. Both the Parties agree not to offer, or accept the offer of any assignment, job, contracts or business opportunities, directly or through their agents, to or from any of the personnel, team-mates, contractors, sub-contractors or associates of each other for a period of three years subsequent to the completion of last transaction between VELAMMAL HOSPITAL and CCRPL.

6.4. VELAMMAL HOSPITAL has all the rights for using the results, observations and conclusions for the purpose of publication, intellectual property, advertising, etc. and CCRPL shall not claim any participation or raise objection for the said use.

7. Confidential Information:

7.1. Both Parties hereto acknowledge that, during the course of the transactions hereunder, each Party will receive or have access to certain valuable, confidential and proprietary information of the other Party ("Confidential Information"). During the term hereof and thereafter, both Parties hereby agree that upon receipt of such Confidential Information, such Receiving Party shall not disclose the Confidential Information to any third parties except to its officers, employees, consultants, certified accountants and government agencies (the "Employees and Others") who the Receiving Party reasonably and in good faith believes should be involved in order to perform the obligations under this MOA, provided, that such Employees and Others are informed of this MOA and agree to be bound by the terms hereof and the Receiving Party uses its best effort to cause the Employees and Others to observe the terms of this MOA and the receiving party shall also be responsible in case any of its Employees or Others are found to be in breach of the restrictions herein imposed.

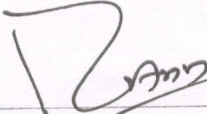
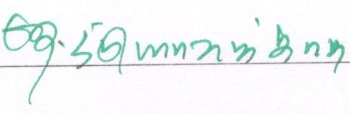
7.2. CCRPL may disclose VELAMMAL HOSPITAL Confidential Information to its responsible employees with a bonafide need to know such Confidential Information, but only to the extent necessary to carry out the services and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this MOA are bound by a written agreement or by a legality enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

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

8. Term and Termination:

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

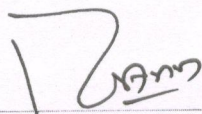
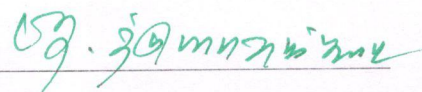
For Consortium Clinical Research Pvt Ltd.	For Velammal Hospital
Signature: 	Signature: 

regulatory and contractual requirements. (iv) VELAMMAL HOSPITAL will also pay a one-time site development and promotion charge of 10% of past twelve (12) month's share/compensation of CCRPL.

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

9. Liability & Indemnity:

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

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

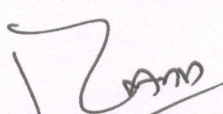
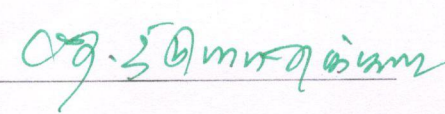
- 9.4. CCRPL shall not have any liability of any kind of special, indirect, incidental, or consequential damages, or any loss of profits, opportunities or good-will based on the site management services. VELAMMAL HOSPITAL specifically and entirely indemnifies CCRPL against all such direct or indirect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

10. Notices:

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

11. Miscellaneous:

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

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

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

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

12. Assignment / Change of Ownership:

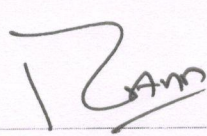
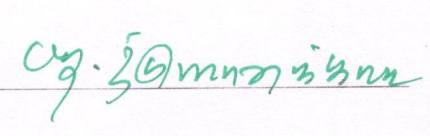
VELAMMAL HOSPITAL shall be free to assign its rights and liabilities under this MOA to any other party/subsidiary/parent/group or holding Company/entity and in such an eventuality all references in this MOA to VELAMMAL HOSPITAL shall automatically be deemed to be substituted in the name of the new other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

13. Force Majeure:

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

14. Dispute Resolution:

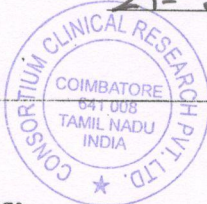
- 14.1. In the event of a dispute arising under this MOA, authorized representatives of the Parties will discuss and meet as appropriate to try to resolve the dispute within Fifteen (15) days of being requested in writing by any Party to do so. Both the Parties shall in good faith make the necessary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

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

according to The Arbitration & Conciliation Act, 1996 and the Rules notified under it.
The place of arbitration is Coimbatore, Tamil Nadu, India.

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

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

<p>For Consortium Clinical Research Pvt. Ltd.</p> <p>Signature: <u>[Signature]</u></p> <p>Name: <u>ANAND PADMANABHAN. P.</u></p> <p>Designation: <u>MANAGING DIRECTOR</u></p> <p>Date: <u>21-JUNE-2022.</u></p> <p>Seal: </p>	<p>For Velammal Hospital</p> <p>Signature: <u>[Signature]</u></p> <p>Name: _____</p> <p>Designation: _____</p> <p>Date: _____</p> <p>Seal: <u>Prof. T. THIRUNAVUKKARASU, M.D.,D.A.,</u> <u>Dean</u> <u>Velammal Medical College Hospital</u> <u>and Research Institute</u> <u>"Velammal Village"</u> <u>Madurai-Tuticorin Ring Road</u> <u>Anuppanadi, Madurai, T.N.-625 009</u></p>
<p>Witness:</p>	
<p>1)</p> <p>Signature: <u>[Signature]</u></p> <p>Name: <u>ARAVINDAN. R</u></p> <p>Designation: <u>ACCOUNTS & ADMIN. OFFICER</u></p> <p>Date: <u>21-06-2022</u></p>	<p>2)</p> <p>Signature: <u>[Signature]</u></p> <p>Name: <u>R. SIVA LAKSHAKARTHIKIAN</u></p> <p>Designation: <u>ASSISTANT PROFESSOR</u></p> <p>Date: <u>24 06 2022</u></p>

<p>For Consortium Clinical Research Pvt Ltd.</p> <p>Signature: <u>[Signature]</u></p>	<p>For Velammal Hospital</p> <p>Signature: <u>[Signature]</u></p>
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ANNEXURE 1
APPENDIX A: Transfer of Responsibilities

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

Assignments:

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

For Consortium Clinical Research Pvt Ltd.

Signature: _____

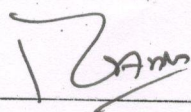
For Velammal Hospital

Signature: _____

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

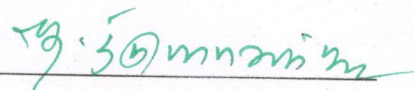
For Consortium Clinical Research Pvt Ltd.

Signature: _____



For Velammal Hospital

Signature: _____



ANNEXURE 1

APPENDIX B: Commercial Terms

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

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

For Consortium Clinical Research Pvt Ltd.

Signature: _____

For Velammal Hospital

Signature: _____

BODHI ZENDO MEDITATION CENTER

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

MEMORANDUM OF UNDERSTANDING

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

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

And

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

A. BACKGROUND

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

B. SCOPE OF PARTNERSHIP

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

C. ROLES & RESPONSIBILITIES

1. First Party:

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

2. Second Party:

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

D. TIME PERIOD OF THE MOU

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

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

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

70 - Dr. PNU-110D
Physiology



தமிழ்நாடு தமிழ்நாடு TAMILNADU

CU 944294

10/2022
செ. குமாரசாமி
மேயுதேவன் லீ உயரகலாசாஸ்திர
69, கு.பு.ரெ. வீதி,
குமேரங்குண்டி (தாமிரவருணி)
தொலைபேசி: 042 62 177282

C.S.R. மீது
C.R.



MEMORANDUM OF UNDERSTANDING

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

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

AND

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

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

And

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

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

C.R. Venkatesh
CORRESPONDENCE

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

B. SCOPE OF PARTNERSHIP

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

C. ROLES & RESPONSIBILITIES:

1. The Department:

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

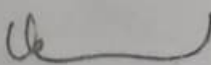
2. The second party:

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

D. FORCE MAJEURES

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

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


CORRESPONDENT
C.S. RAMACHARY MEMORIAL
MATRIC HR SEC SCHOOL

F. GENERAL PROVISIONS

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

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

G. Time Period of the MOU

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

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

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

Place: Madurai

Dated: 15.10.2022

List of proposed topics:

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



தமிழ்நாடு தமில்நாடு TAMILNADU

CU 944293

6/10/2022
 சிதிலக்ஷ்மி பெண்கள் உயர்த்தரநிலைப் பள்ளி
 69, குடியரசு வீதி,
 திருநகர், தமில்நாடு
 சிதிலக்ஷ்மி டிரஸ்ட் ரி.என்.டி. 625006

சுமத்ரேஸ் வகதேஸ்வரி
 உறுத்தர



MEMORANDUM OF UNDERSTANDING

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

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

AND

Sitalakshmi Girls Higher Secondary School run by Sitalakshmi Trust, having its premises at No 134, GST Road, Tirunagar, Madurai 625006, in the state of Tamil Nadu represented by Mrs. Poornima Venkatesh, Secretary, (Hereinafter referred to as the 'Second Party').

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

And Whereas

the Second Party is an Aided Higher Secondary School for girls having classes from VI to

Dr. S. Anu
 PROFESSOR & HEAD
 Department of Physiology
 Velammal Medical College
 Hospital and Research Institute
 Madurai

Mrs. Poornima Venkatesh
 Secretary
 Sitalakshmi Girls Higher Secondary School
 No 134, GST Road, Tirunagar, Madurai 625006

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

B. SCOPE OF PARTNERSHIP

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

C. ROLES & RESPONSIBILITIES:

1. The Department:

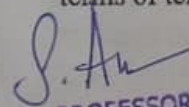
- a. Service: The Department will be responsible for providing the basic information regarding the health issues at the school campus. It will also be responsible for preparation of IEC material and training of the students in providing health education.
- b. Manpower: The first party will provide manpower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

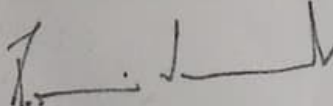
2. The second party:

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

D. FORCE MAJEURES

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


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


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

F. GENERAL PROVISIONS

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

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

G. Time Period of the MOU

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

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

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

Place: Madurai

Dated: 15.10.2022

List of proposed topics:

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



தமிழ்நாடு தமில்நாடு TAMIL NADU

08 SEP 2021

Velammal Medical College Hospital &
Research Institute
Madurai

வெல்

88AB 248339

எஸ். வெங்கடேசன்

ஸ்டாம்பு வெண்டி

4/141, லேக் ஏரியா

உத்தங்குடி, மதுரை-107, தமிழ்நாடு

ஆர்.சி. எண்: 176/பி.192-92



MEMORANDUM OF UNDERSTANDING

Between

Joe Britto Educational and Social Trust, Joe Andrea Illam

And

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

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

AND

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

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

And

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

A. BACKGROUND

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

B. SCOPE OF PARTNERSHIP

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

C. OBJECTIVES

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

D. ROLES & RESPONSIBILITIES

1. The department of Community Medicine:

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

2. The NGO:

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

E. FORCE MAJEURE

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

F. GENERAL PROVISIONS

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

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


G. Time Period of the MOU

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

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

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


Witness:


[DR. DINESTH. S]

For the Joe Britto Educational and Social Trust

Witness:


[A REGINA]


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

Dr. Samir Bele,

Professor & Head,

Department of Community Medicine

Velammal Medical College Hospital & Research
Institute, Madurai-625009

For JOE BRITTO EDUCATIONAL
AND SOCIAL TRUST


Managing Trustee.

Mr. Arockia Selvaraj,

Joe Britto Educational Social Trust
2/185, Kothanar Street
Kadachanendal, Madurai-625 107.

Director,

Joe Britto Educational & Social trust,

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

Place:

Dated: