

RASHTRIYA NETRA YAGNA (RNY)

MEMORANDUM OF UNDERSTANDING

Between



SEE THE FEELING, FEEL THE SIGHT

VISION FOUNDATION OF INDIA

5 Babulnath Road, Mumbai – 400 007 (MH) INDIA

J. F. AJMERA ROTARY NETRA RUGNALAYA

OSMA NABAD.



Stamp & Signature of VFI

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For J.F. Ajmera
Rotary Netra Rugnalaya
Trustee/Executive Trustee

Stamp & Signature of Partner/Trustee

MEMORANDUM OF UNDERSTANDING (MOU)

This Agreement made at _____ on this 2nd day of August 2017.

BETWEEN

Vision Foundation of India (VFI) a public charitable trust, having its registered office at – 5, Babulnath Road, Mumbai – 400 007 and duly registered under Bombay Public Trust Act 1950 bearing Registration No. E-14737-Mumbai hereinafter called as the "Sponsor" of the ONE PART.

AND

J.F. AJMERA ROTARY NETRA RUGNALAYA
OSMANABAD

A Hospital owned and run by Managing Superintendent / Director / Proprietor – being Registered Public Charitable Trust / Society / Private Body / individual having its Registered Office at ,

ROTARY SEVA TRUST, C/o J.F. AJMERA ROTARY
NETRA RUGNALAYA, S.No. 17013, Behind water
filtration plant, MIDC Road, OSMANABAD 413501.

hereinafter referred to as "ASSOCIATE HOSPITAL (AH)" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the persons for the time being and from time to time constituting the said private organization / Trust, survivors or survivor of them) of the SECOND PART.

("The Sponsor" and "AH" are individually referred to as a "party" and collectively as "Parties")

WHEREAS,

A. The Sponsor, a Public Charitable Trust registered under Bombay Public Trust Act, 1950 has planned a unique project called "Rashtriya Netra Yagna (RNY)" to reduce avoidable and/or treatable blindness caused by cataract, retina, cornea, glaucoma and childhood blindness specially among indigent people from weaker sections of society regardless of their age, sex, cast, creed and/or religion.

B. The Sponsors intends to sponsor more than ONE MILLION free eye surgeries under RNY across India, by offering financial aid to the AH.

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For J.F. Ajmera
Rotary Netra Rugnalaya
[Signature]
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Trustee/Executive Trustee

- C. The AH desires to join the said project and is willing to utilize its existing infrastructure and qualified & trained manpower to offer "100% Free Surgeries" to people from socioeconomically weaker background, especially Indigent & Weaker sections of the society (referred to as "**beneficiaries**").
- D. The AH has accepted the offer made on the terms and conditions hereinafter appearing

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN

THE PARTIES HERETO AS FOLLOWS: -

Article 1: Standard Definitions & Interpretation

The terms and expressions appearing in this agreement shall have the meanings for the purpose of this Agreement

- 1.1. '**VFI**': Vision Foundation of India.
- 1.2. '**RNY**': Rashtriya Netra Yagna.
- 1.3. '**AH**': The Associate Hospital/ Charitable Trust or Society Registered under Public Trust Act, 1950 with minimum 20 beds.
- 1.4. '**Beneficiaries**': People from socioeconomically weaker background, especially Indigent & Weaker sections of the society

ASSOCIATE HOSPITAL FOR RNY SCHEME:

Means any charitable institution established for indoor medical care and treatment of eye disease and injuries and should be registered under Public Trust Act, 1950. The minimum number of inpatient beds criteria will be 20

- a. The selection of the AH is made solely based on the "Hospital Selection Criteria", application for financial aid by AH and all the material information/ disclosures provided by the AH in their application. An audit team of VFI will visit the hospital in due course of time.

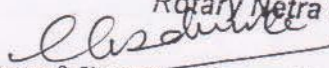
The AH will be solely responsible for any consequences arising out of any wrong information / non disclosures of the material facts, resulting in any complications and/or damages, minor or major and/or procedures performed by the AH through the AH's doctors and/or staff. The AH agrees to indemnify VFI as per Article 14 set henceforth in the agreement.

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For J.F.Ajmera
Rotary Netra Rugnalaya



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Trustee/Executive Trustee

- b. The Audit Committee of the Sponsor will undertake full audit(s) as per the criteria and information provided by the AH in the "Hospital Selection Criteria"

Article 2: General Provisions

2.1 General Undertaking:

AH warrants that it has all the required facilities for performing the surgeries /procedures / therapies as specified under RNY.

2.2 Minimum Bed Strength and Specialty Wise Bed Capacity:

AH declares that the hospital has the required number of bed capacity (20) under the scheme.

Total Beds	Deluxe Rooms	Private Rooms	Semi Private	General Ward	Indigent	Poor
25	—	—	2	17	3	3

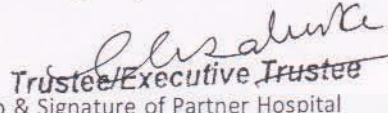
Article 3: Quality of Services

- 3.1. The AH agrees to provide 100% free surgeries to the beneficiaries.
- 3.2. The AH agrees to extend the best possible medical treatment to the beneficiaries.
- 3.3. The AH will have to be themselves covered by proper indemnity policy including errors, omission and professional indemnity insurance and agrees to keep such policies in force during entire tenure of the agreement.
- 3.4. The AH will ensure that the best and complete diagnostic, therapeutic and follow-up services based on standard medical practices / recommendations are extended to the Beneficiary.
- 3.5. The AH agrees to provide quality service to the beneficiary by following standard protocols for diagnosis and treatment. It is also mandatory for the AH to assess the appropriate need and subject the beneficiary for treatment / Procedure.
- 3.6. The AH agrees to provide quality medicines, Implants and disposables while treating the beneficiaries.
- 3.7. The AH agrees to assist and cooperate with the auditing team from the Sponsor as and when required.


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- 3.8. The AH agrees to provide video recorded and/ or photographed evidence of beneficiaries before and after surgery in order to avoid legal complications, any adverse reaction by beneficiaries or beneficiaries' relatives or by public in the event of unacceptable outcome.
- 3.9. The AH agrees to take sole responsibility in submitting the beneficiary's details/ records either online or as required by the Sponsor in the required format and if any discrepancy is found in this regard the AH agrees to abide by decisions of the Sponsor.
- 3.10. The AH shall make every effort to contain costs.

Article 4: Services of Medical Coordinator (Med Co) & Administrative Coordinator (Admin Co):

The AH will have a qualified and trained ophthalmologist of modern medicine designated as RNY Medical Coordinator (Med Co) and a qualified administrative coordinator (Admin Co) to coordinate with the Sponsor. The AH agrees to submit the details of appointed Med Co and Admin Co.

The AH should promptly inform the insurer about change if any in the Med Co or Admin Co designated during the tenure of the agreement.

The following will be the responsibility of Med Co and Admin Co:

- 1.1 To ensure that all required evaluation including diagnostic tests are done free of cost for all beneficiary.
- 1.2 To ensure free follow – up consultations, routine investigations and distribution of drugs to be supplied by The AH to the beneficiaries.
- 1.3 The AH will have a Data Entry Operator. The final responsibility of the data fed by the data entry operator will be vested on Med Co of The AH.

Article 5: Mode of communication

- 5.1 The AH agrees to use all available and possible means of communication like landlines, mobile phones, web forms, e-mails, printed media for the purpose of official communications related to RNY Scheme.
- 5.2 The AH agrees to create an exclusive e-mail ID on www.gmail.com, based on the short name of the hospital and preceded by "rny_ " for e-mails communication with the Sponsor. (e.g. If the AH's name is "Tejas Eye Hospital" then the e-mail id should be rny_teh@gmail.com).

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- 5.3 For ease of storage, retrieval and consolidation of data, it is mandatory to open the e-mail account on www.gmail.com, as the further reporting will be in print media as well as through Google Docs/ Google Forms.

Article 6: Documentation and MIS:

- 6.1 The AH will ensure that documentation of RNY beneficiaries are done using the soft copies of standard MS Excel/ MS Word/ Google Forms/ Google Docs provided by the Sponsor.
- 6.2 The hospital should maintain medical and administrative records as per MCI/ NPCB accepted standards. Ration card copy/BPL copy/ letter from Tehsildar along with the patient's photograph shall be mandatory for all operative patients to prove that the beneficiary is below the minimal income group
- 6.3 Regular fortnightly reports should be sent to the Sponsor on the relevant quality of patient care parameters, patient satisfaction indices and infection control parameters in the formats as prescribed by the Sponsor.
- 6.4 The AH will allow without obstruction, the audit team of the Sponsor to audit the hospital, community ophthalmology camps & its records, including financial records of the scheme and co-ordinate with them during surprise and regular audits.
- 6.5 The AH will furnish a monthly report by 7th of the succeeding month to the Sponsor on the progress of the scheme as per the formats prescribed for this purpose in **soft copy** along with the Patient's Photograph & BPL (below poverty Line) card and send a copy of the patient list along with the copy of the BPL card in **hard print** by the 15th of the succeeding month.
- 6.6 The AH will not claim grant-in-aid for surgery cost either from respective District Blindness Control Society (DBCS) or any other NGO or Sponsor(s). Any deviation in this regard may attract delisting of The AH.
- 6.7 The AH agrees to keep printouts of all reports/ returns/ documents and make available as and when required for verification by the audit team of the Sponsor.

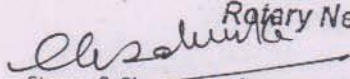
Article 7: Display of Banners:


The AH agrees to acknowledge and prominently display the board/ banner as given in the graphics below, on all literature produced under this scheme and during the free camps/ surgeries/ photographs under the scheme.


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For J.F.Ajmera
Rotary Netra Rugnalaya

Stamp & Signature of Partner Hospital
Trustee/Executive Trustee

RASHTRIYA NETRA YAGNA	
Free Eye Check up camp with Free Eye Surgeries	
Financially Supported By	
 <small>SEEKING, BECOMING, FREE THE EYE</small>	
Vision Foundation of India, Mumbai	
<div style="border: 1px solid black; padding: 5px; width: 100%;"> Associate Hospital Logo </div>	Conducted by <AH Name>

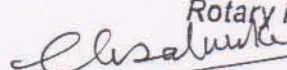
Article 8: Free Camps for Eye Check-up:

- 8.1 The AH will conduct free camps in underserved/ rural/ tribal area at least once a fortnight (or two in a month) to identify the beneficiaries who may require surgical intervention.
- 8.2 The AH will provide services of qualified & trained ophthalmologists and trained paramedics to the camp to facilitate proper evaluation of the beneficiaries.
- 8.3 The AH will inform all the stakeholders such as district Administration, concerned public representatives, PHC / AH / DH staff etc. well in advance for successful conduct of the camp.
- 8.4 The AH will spread awareness about the camp through publicity/ local volunteers.
- 8.5 The AH will provide patient data to the Sponsor in the prescribed form at the end of the camp.
- 8.6 The AH will have an Administrator/ Manager designated as **Administrative Coordinator (AdminCo)** for the scheme to coordinate with the Sponsor. The AH agrees to submit the details of appointed AdminCo.
- 8.7 The AH agrees to inform the insurer/ TPA & RGJAY society about the change in the AdminCo designated if any, during the tenure of the agreement.


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For J.F.Ajmera
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Trustee/Executive Trustee

Article 9: Other Facilities

9.1 The AH agrees to provide wherever required other services like free transport, food, accommodation to the patients during the surgeries.

Article 12: Payment Terms and Conditions

12.1 The AH agrees to submit the core banking details such as Account Name, Account Number, Bank Name, Bank Address, IFSC Code and MICR Code to the Sponsor to facilitate electronic fund transfer. The payment will be done to The AH by NEFT/Electronically.

12.2 The Sponsor will remit an advance of 50% of the amount of the agreed surgeries (Cataract, Retina, Glaucoma, Cornea, Childhood, Retinal Lasers, and YAG Lasers). The balance shall be remitted on submission of the final report (Soft + Hard copies) after completing the target.

12.3 The AH agrees to maintain a separate ledger account.

12.4 The AH agrees to submit a "Final Utilization Certificate" duly signed by qualified Chartered Accountant and Head of the Institution for final settlement and closure of the project.

12.5 The AH agrees to submit a "Declaration" on the institution's letterhead duly signed by the Head of the Institution.

12.6 The Sponsor will release the balance amount within 30 days of receipt of the "Final Utilization Certificate" and "Declaration".

12.7 Rate per Surgery

Free Cataract Surgeries	Free Childhood Surgeries	Free Retina Surgeries	Free Retinal Lasers	Free Yag Lasers	Free Corneal Surgeries	Free Glaucoma Surgeries
1300	7000	9000	1500	500	7000	2750

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For J.F.Ajmera
Rotary Netra Rugnalaya
Stamp & Signature of Trustee/Hospital
Trusted/Executive Trustee

12.8 Should The AH for any reason is unable to utilize the full amount of the grant received or is unable to carry out the project due to unforeseen reasons and circumstances the AH undertakes to return to The Sponsor all unutilized funds at the end of the approved project period or earlier during the project life cycle.

Article 13: Arbitration:

13.1 In the event of any question, dispute of difference arising under these conditions or any special conditions of agreement, or in connection with this agreement the same shall be referred to the jurisdiction of Mumbai.

Article 14: Limitations of liability and indemnity:

14.1 The AH will be responsible for all commissions and omissions in treating the beneficiaries referred under the scheme and will also be responsible for all legal consequences that may arise. The Sponsor will not be held responsible for the choice of treatment and outcome of the treatment or quality of the care provided by The AH and should any legal complications arise and is called upon to answer The AH will pay all legal expenses and consequent compensation, if any.

14.2 The AH admits and agrees that if any claim arises out of alleged deficiency in service on their part or on the part of their men, then it will be the duty of The AH to answer such claim. In the unlikely event of the Sponsor being proceeded against for such cause of action and any liability was imposed on them, only by virtue of its relationship with The AH, then The AH will step in and meet such liability on their own.

14.3 Notwithstanding anything to the contrary in this Agreement, neither Party will be liable by reason of failure or delay in the performance of its duties and obligations under this Agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots, civil commotion, any orders of Governmental, Quasi-Governmental or local authorities, or any other similar cause beyond its control and without its fault of negligence.

14.4 The AH undertake for applicability of terms and conditions mentioned and in all the MOUs executed for all the phases in-lieu of this MOU.

Article 15: Confidentiality

15.1 All the stakeholders undertake to protect the secrecy of all the data of Beneficiary families and trade or business secrets of and will not share the same with any unauthorized person for any reason whatsoever within or without or consideration.

15.2 The AH agrees to protect the confidentiality under this agreement and ensures not to recruit ex-employees of the Sponsor anytime during this agreement and also for a further period of one year from the date of expiry of this agreement.

Stamp & Signature of VFI



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Stamp & Signature of Partner Hospital
Trustee/Executive Trustee

For J.F. Ajmera
Rotary Netra Rugnalaya

Article 16: Termination

16.1 Any deficiency in service by The AH or noncompliance of the provisions of MOU will be scrutinized by the Inspection Committee of the Sponsor and make deliberations to **suspend / de-list / stop payments or** any other appropriate action based on the nature of the complaint against The AH.

The AH shall abide by the deliberations made by the Sponsor. The MoU will be renewed after completion of 2 years subject to revision of rates if any.

Article 17: Commencement

The Effective Date of this Agreement is the date of signature by the Parties (if signed by the parties on separate dates, the latter of the two), OR 1st April 2017 whichever is later and shall automatically terminate on 31st March 2019 or earlier if terminated by either parties.

Article 18: General Conditions

18.1 Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately due to causes beyond that party's reasonable control and occurring without its fault or negligence, including, but not limited to: natural disaster (earthquake, hurricane, flood); war, riot or other major upheaval; performance failures of external parties to the Agreement (e.g., disruptions in telephone service attributable to the telephone company). As a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice of the occurrence. Dates by which performance obligations are scheduled to be met will be extended as agreed between the parties.

18.2 During and after completion of the term of this Agreement, The AH authorizes the Sponsor to make reference to The AH and its affiliated AHs as part of "RNY" AH Network to the Beneficiaries. AH, AH affiliates, and Sponsor shall not otherwise use the other Party's name, symbol or service mark without prior written consent, which shall not unreasonably be withheld.

18.3 All notices from one party to the other party pursuant to this Agreement shall be in writing and shall be delivered either personally, by nationally recognized overnight delivery service, courier services, or by certified or registered post.

18.4 It is agreed by and between the parties:-

- a. The Article and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or intention of this Agreement.

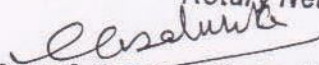
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Stamp & Signature of Partner Hospital

For J.F. Ajmera
Rotary Netra Rugnalaya


Trustee/Executive Trustee

- b. No amendment to this Agreement is valid unless it is reduced to writing and duly signed by all the parties, unless the amendment is deemed to be automatic as per the terms of this agreement.
- c. In the event of any inconsistency between the provisions of this Agreement and the Schedules/annexure hereto, the provisions of the Agreement shall prevail over that of the Schedule.
- d. If any or more provisions of this Agreement, or any part or parts thereof, should, for any reason, be found to be illegal, unenforceable or of no effect in any respect, the same shall be severed from this Agreement and the remaining provisions shall be valid and binding and shall not in any way be affected or impaired thereby.
- e. The Sponsor shall have discretion at all times, in modifying, adding, deleting or cancelling the contents of this agreement, at its sole discretion, and that the other parties shall be bound by the same.
- f. Any express waiver of any term or condition in this Agreement or waiver of a breach of such term or condition shall not constitute a waiver of any of the other terms and conditions or of any future breach or breaches of any term or condition or operate as a continuing waiver.
- g. Neither party shall transfer its rights or obligations in any manner what so ever without the prior consent of the other parties.
- h. This agreement is entered into by the parties hereunto on principal to principal basis, and as such neither party shall be deemed to be the agent of the others or partner of the others.

SIGNED SEALED AND DELIVERED by the within named
The Associate Hospital

"J.F. AJMERA ROTARY NETRA RUGNALAYA"

Through Treasurer & Trustee + Admin. Cos. R.G. SALUNKE .

in the presence of Trustee Pramod Dandvale 9/12

SIGNED SEALED AND DELIVERED by the

Within named Sponsor

Stamp & Signature of VFI



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For J.F. Ajmera
Rotary Netra Rugnalaya
Stamp & Signature of Partner Host Trustee
Trustee/Executive Trustee