

(which expression shall mean and include where the context so requires or admits its successors, affiliates, legal representatives and assigns) of the SECOND PART. The CSR Registration number of Himalayan Institute Hospital Trust is CSR00007381.

NSIL and HIHT are hereinafter collectively referred to as "parties" and individually a "party".

WHEREAS

1. That the parties to this MoU have discussed, mutually agreed and accepted the project titled "**For providing Primary Health Care for the selected villages of Kalsi block of Dehradun District Uttarakhand**", (hereinafter referred to as "**Project**") as listed in the project proposal document).
2. The parties involved understand that the said Project shall be executed in collaboration between HIHT and NSIL.
3. The parties involved represent that they are fully competent to undertake the task according to the terms and conditions set forth herein.

NOW THEREFORE, the Parties hereby agree as follows:

1. SCOPE:

- 1.1. The Scope of this MoU is to define the roles and responsibilities of HIHT and NSIL to execute the Project.

HIHT will implement the project as per the Terms of reference listed below:

1. To provide primary and secondary health telemedicine consultation services through Himalayan Sanjeevani Clinic.
2. To improve the knowledge and skills of community health providers on screening, examination, management, referral, follow up support and counseling of high-risk cases.
3. To mobilize community through awareness, education, campaign and training in participation on health-related activities.
4. To increase the coverage of 4 (four) essential antenatal checkups and 4 (four) newborn home visits including 4 (four) postnatal visits through the screening camps.
5. To educate adolescent girls and boys on 6 (six) components of Rashtriya Kishor Swasthya Karyakram through peer educators.
6. To suitably display the name of NSIL with logo for the limited purposes of acknowledging or providing recognition to NSIL for its support to the project. Also, provide sticker of NSIL logo on the equipment procured under this project.
7. To submit to NSIL Quarterly Progress Report (including the list of beneficiaries, their address details, photos, training programme, monthly meetings, Capacity building



exercise, Dissemination Workshop, etc.) on the activities carried out to the extent of funding received from NSIL.

8. To submit to NSIL a detailed Completion Report and Utilization Certificate duly certified by a Chartered Accountant on the completion of the project.

1.2. Obligations of NSIL:

1. Release budget amount to HIHT as defined under Clause 3.
2. Support HIHT in all the activities outlined in this MoU and will ensure timely release of grants.
3. Monitoring of the Project at periodic intervals.

2. TERM

This MOU will be valid for a period of one year starting from 1 February, 2024 to 31 January 2025. This term may be extended for such period and on such terms and conditions as may be mutually agreed upon by all the Parties.

3. BUDGET AND TERMS OF PAYMENTS:

3.1. Budget

The maximum financial implication to the NSIL for all the activities undertaken by HIHT under this project shall be at actual expenditures limited to **Rs.21,60,450/- (Twenty-One Lakh Sixty Thousand Four Hundred Fifty Rupees only)** inclusive of all taxes and duties, if any.

3.2. Payment Schedule:

- 3.2.1. NSIL shall release 30% of total estimated cost, i.e. Rs. 6,48,135/- to HIHT on signing of this MOU and on receiving demand letter from HIHT along with list of villages where the activities proposed to be undertaken addressed to NSIL.
- 3.2.2. 60% of total estimated cost, i.e. Rs. 12,96,270/- shall be transferred in 3 instalments (20% each instalment i.e. Rs. 4,32,090 /-) after the end of every 3 months based on Progress Report on the activities carried out and on receiving demand letter from HIHT addressed to NSIL.
- 3.2.3. Remaining 10% of total estimated cost, i.e. Rs. 2,16,045/- will be released on completion of entire Project based on detailed Completion Report with photos taken at venue along with a video (max-3 minutes) capturing entire project and duly signed Utilization Certificate.
- 3.2.4. GST TDS and/or Income Tax TDS, if any applicable shall be deducted by NSIL at the time of payment.



Handwritten signature/initials

4. INDEMNITY:

- 4.1. HIHT hereby agrees and undertakes to defend, indemnify, and hold NSIL, its contacts, its officers, directors, employees, agents, shareholders, partners, affiliates, representatives and agents (collectively, the "Company Parties") harmless from and against any and all claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including court costs and reasonable attorneys' fees) (collectively "losses") incurred by, or imposed or asserted against any of the Company Parties amongst other things as a result of: (1) HIHT's failure to perform or improper performance any of its obligations under this MoU; (2) HIHT's failure to comply with applicable laws by-law, notification, rules-regulations, guidelines and policies with respect to Supplies (3) HIHT / its personnel's negligence or willful misconduct; (4) any action taken by Company at the request or instructions of HIHT which caused the loss; (5) any wrongful, incorrect, dishonest, unlawful, criminal, fraudulent, or negligent work by HIHT and/or its personnel or due to misappropriation of the funds by HIHT /its personnel (6) any theft, robbery, fraud or wrongful act or omission by HIHT and/or its personnel; (7) any injury to Company personnel or any loss, damage or destruction to tangible or intangible property.
- 4.2. Notwithstanding anything contained in this MoU or any other documents executed or to be executed between the Parties, all indemnities shall survive on expiry or termination of this MoU and HIHT shall continue to be liable under the indemnities.

5. OTHER TERMS AND CONDITIONS:

- 5.1. NSIL shall not be construed as an employer for the purpose of employment of any staff working on this project at HIHT, even though they may be appointed only for the project period.
- 5.2. NSIL, reserve the right to inspect the activities performed by HIHT to ensure that performance is in accordance with the Project Plan, specified in this MoU or the Project document.
- 5.3. NSIL will assume no responsibility or liability for any loss or damage or any legal action in respect of office bearers/ employees/ agents/ functionaries of HIHT arising out of any activity related to the project.
- 5.4. None of the parties shall assign or transfer any of their rights or interest or benefits under this MoU without the prior written consent of the other parties.
- 5.5. The parties acknowledge that their understanding and agreement that this MoU is not intended to create or to give rise to any legally binding obligations upon any party.

6. TERMINATION:

- 6.1. Either Party may terminate this MoU in the event the other Party breaches any of the terms or conditions of this MoU. The Non-Defaulting Party shall give the defaulting Party a written notice specifying the breach or non-performance or non-observation and/or violation



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complained of and requiring the Defaulting Party to remedy the same within thirty (30) days of the receipt thereof, failing which this MoU would there upon terminate, without any further action or notice.

6.2. Upon termination of this MoU, HIHT shall return the unutilized funds to NSIL after deducting all expenses reasonably incurred by HIHT for this Project supported by relevant documents, for the conduct of the said purpose contemplated under this MoU.

7. AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING

Modifications and amendments to this MoU may be made, as per mutual consent of the parties, from time to time.

8. CONFIDENTIALITY

All documents, information, statistics and data collected by the HIHT in the discharge of the obligation under the MOU incidental or related to it (whether or not submitted to the NSIL) shall be the property of the HIHT. HIHT and NSIL shall keep confidential all information or materials acquired or produced in connection with this MoU, and shall not without prior written consent use or disclose or otherwise make available this information or material in any form to any person.

9. FORCE MAJEURE

Neither Party will be liable for delay or failure in performing its obligations hereunder if the delay or failure results from circumstances beyond its reasonable control (such circumstances hereinafter referred to as "Force Majeure"), including but not limited to acts of God, war, hostilities, riots, civil commotion, fire, flood, earthquake or other natural disasters; restrictions imposed by the Government or other statutory bodies; or any other circumstance(s) or reason(s) beyond the affected Party's control which prevent or delay the performance of the MoU. The Party so affected shall promptly notify the other Party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MoU. Upon such notification, either Party may, at its discretion and in writing, terminate the MoU forthwith, or the Parties may agree, in writing, to suspend the performance of the MoU for a period mutually agreed.

10. APPLICABLE LAW AND JURISDICTION

This MoU shall be governed by all respects by the laws of India and courts at Bangalore, Karnataka only will have jurisdiction in the matter.

11. DISPUTE RESOLUTION

11.1. Any dispute arising out of this agreement related to the interpretation or rights or liabilities, the same shall be at first instant settled amicably between the parties.

11.2. If, any dispute is not settled amicably, the same shall be referred to a sole arbitrator to be appointed by CMD, NSIL who shall be retired District judge or Addl district judge. The place



of arbitration shall be at Bengaluru. The award of the arbitrator shall be final & binding on the parties.

11.3. This arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time.

12. GENERAL

12.1. The HIHT shall not use NSIL's name in any form in any of its publications – including but not limited to its marketing/ sales/ advertisement literature – in any media, without the prior written consent of NSIL.

12.2. During the term and for a period of one (1) year after the closure termination of this MoU, neither Party shall, by direct or indirect means, solicit the employees of the other Party with whom the Party may come into contact for the purpose of this MoU. For the purpose of clarity, the term "solicit" does not mean/ include an advertisement of vacancy/ employment opportunity directed at the job-market in general to which an employee of the other Party responds. In the event if either Party hires such employees of the other Party during the said term, it shall pay to the other Party an amount equal to the respective employee's annual salary.

12.3. All notices under this MoU shall be deemed to have been duly given upon the mailing of the notice, post-paid, to the party entitled to such notice at the address set forth below.

If to NSIL:

ATTN: Chief Manager, HR & Admin
Address:
NewSpace India Limited
ISRO HQ CAMPUS,
New BEL ROAD,
Bangalore 560094

If to HIHT:

ATTN: Deputy Director, Health
Address:
Rural Development Institute,
Himalayan Institute Hospital Trust
Swami Ram Nagar
PO Jolly Grant
Dehradun-248016
Uttarakhand, India

12.4. HIHT shall not assign or subcontract its rights or delegate its duties under this MoU either in whole or in part to any third party without the prior written consent of NSIL.

12.5. Any provision of this MoU that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.



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12.6. This MoU shall constitute the entire MoU between the parties hereto relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertakings or MoUs between the parties except as provided herein.

12.7. This MoU shall be executed in two (2) counterparts one each to be retained by the respective parties. Each counterpart shall be treated as an original and shall be capable of being enforced without reliance on the other counterparts as an original document.

12.8. That all/any Intellectual Property (Including but not limited to any Information, Education, Communication and Resource material) developed during the execution of this MOU shall be the Intellectual Property of the HIHT and incase, the NSIL wishes to use/utilize such Intellectual Property, it may do so after obtaining prior written approval of the HIHT, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their hand and signature hereunto on the day, month and year above written in the presence of the following:

For and on behalf of HIHT	For and on behalf of NSIL
<p>For Himalayan Institute Hospital Trust</p> <p>Signature: <u></u></p> <p>Dr. Vijendra Chauhan Secretary</p> <p>Name: <u>Dr. Vijendra Chauhan</u></p> <p>Title: <u>Secretary</u></p>	<p>Signature: <u></u></p> <p>Name: <u>ए. अरुणाचलम</u> <u>A. Arunachalam</u></p> <p>Title: <u>निर्देशक (तकनीकी एवं कार्यनीति)</u> <u>Director (Technical & Strategy)</u></p>
<p>WITNESS</p> <p>1 <u>Dr. Rajew Bajalwan</u> </p> <p>2 <u>Vipesh Prasad</u> </p>	<p>WITNESS</p> <p>1 <u>Deepd. Pradhan</u> </p> <p>2 <u>Creeber Kumar Gupta</u> </p>