

महाराष्ट्र MAHARASHTRA

2017

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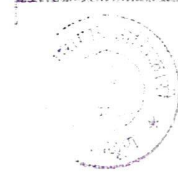
जयगड पावर ट्रान्स्को लि.

दिनांक 08-01-2018

चिपळूण कस्बेचे विसव  
दिलोप संसारे  
स. चिपळूण.

दिनांक 8

W. S. S. S.



उप कोषागार अधिकारी  
चिपळूण

14 DEC 2017

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into at Karad on this 9<sup>th</sup> day of January, 2018

BY AND BETWEEN:

**JAIGAD POWER TRANSCO LIMITED**, a company incorporated under the provisions of the companies Act and having its registered office at JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai, 400051, (hereinafter referred to as "JPTL", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;

AND

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**KRISHNA INSTITUTE OF MEDICAL SCIENCES "DEEMED TO BE UNIVERSITY"**, a deemed university declared under section 3 of UGC Act, 1956 by Ministry of Human Resources Development vide Notification No. F.9-15/2001-U.3, having its registered office at KARAD through its Registrar DR. M. V. GHORPADE, hereinafter referred to as **KIMS "Deemed To Be University"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART;

AND

**HELWAK PRIMARY HEALTH CENTER**, a Primary Health Center providing health care services to approximately 50 villages situated on the Chiplun-Karad Highway, at Village Helwak, District Satara, Maharashtra through its medical officer in charge hereinafter referred to as **"HPHC"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the THIRD PART;

JPTL, KIMS "Deemed To Be University" and HPHC shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

**WHEREAS:**

- A. JPTL is a company which undertake various charitable work in the area of education, healthcare, sports, environment and to implement the social development activities of the JSW Group of Companies with special emphasis on benefits to women and deprived sections of society;
- B. KIMS "Deemed To Be University" is a premier health care institute which interalia offers specialty care services provided by a team of highly experienced doctors and well trained staff proficient in the use of latest equipment and machines;
- C. HPHC is a center maintained by the Department of Health, Government of Maharashtra which provides medical and healthcare services to approximately 50 villages encompassing a population of about 25000 people;
- D. JPTL is desirous of augmenting the existing health program of HPHC by upgrading the Primary Health Center services at Helwak in association with KIMS "Deemed To Be University" to facilitate amenities for safe motherhood and safe childhood programs ("Program");
- E. To establish cooperation and better understanding, the Parties have agreed to enter into this Memorandum of Understanding to record the objectives and terms and conditions.

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

**1. Object**

To augment the Government existing health program by upgrading the Primary health center at Helwak.

**2. Scope of Work**

Safe Motherhood and Childhood in HPHC coverage

- Reduction in Maternal Mortality Rate in targeted area
- 100% institutional delivery
- 20 % increase in early Antenatal Care registration (with in 12weeks)

- ii. Reduction in Infant Mortality Rate in targeted area
  - 100% immunizations
  - Ensuring 100% colostrum feeding
  - Increasing exclusive breast feeding
- iii. Best Health Care services to the population of 50 villages

### 3 Program Costs

In consideration of KIMS "Deemed To Be University" performing services as more particularly stated in this MOU, JPTL shall pay an amount of Rs 6,00,000/- (Rupees Six lakhs) in the following manner: -

Services provided by KIMS "Deemed To Be University"	FY 2017-18	FY 2018-19	Total Amount
1. OBG & Paediatrician specialist visits for pregnant women two days in a month.			
2. Two USG scans for all pregnant women under the care of HPHC	6,00,000.00	6,00,000.00	12,00,000.00
3. Critical referral cases of HPHC			
<b>Total</b>	<b>6,00,000.00</b>	<b>6,00,000.00</b>	<b>12,00,000.00</b>

*Note: Payment shall be released on Quarterly basis.*

### 4. Responsibilities of JPTL

- i. Overall in charge of the Program as funding agency and support partners on deliverables of the Program objectives.
- ii. Provide all support for infrastructure development of HPHC through improvement of infrastructure of existing HPHC building, conduct a survey, give estimate of cost of each work, and provide support for implementation of civil work plan and monitoring the progress.
- iii. Provide medical equipment for labor room and pathology laboratory & also support for Operation & Maintenance for a period of one (1) year.
- iv. Prepare monthly reports and documentation and obtain impact assessment through third party.
- v. Provide transportation to and from KIMS "Deemed To Be University" to facilitate ultrasound scans to pregnant women.

### 5. Responsibilities of Krishna Institute of Medical Sciences "Deemed To Be University"

- i. Provide services of OBG & Paediatrician specialist visits for targeted mother and child two days in a month at the HPHC.
- ii. Facilitate two Ultrasound scans to all pregnant women availing the healthcare services of HPHC.
- iii. Handle all critical cases as referred by the medical officer of HPHC.

## 6. Responsibilities of Helwak Primary Health Center

- i. Obtain approval from the Department of District Health, Government of Maharashtra for upgrading the health services at the HPHC.
- ii. Operation and maintenance of all equipment and assets of the HPHC.
- iii. Arrange for transportation of all referral cases from HPHC to KIMS "Deemed To Be University".

## 7. Term of MOU

The MOU shall be effective from the date it will executed by or on behalf of the respective parties and would remain in force for a maximum duration of Two (2) years ("Term"). The Term of the MOU may be mutually extend further by the Parties.

It is agreed by all the parties that this MOU is executed in supersession of all earlier MOU between the parties and the instant MOU shall prevail in respect of terms and conditions between all parties.

## 8. Termination of MOU

This MOU will stand terminated under the following circumstances:

- a. Through efflux of time; or
- b. Breach of any of the material terms of this MOU by a Party and the same has not been remedied within 90 days of notice by Party not in breach to the other Party.

In case of termination before the completion of the term, if the fund given to KIMS "Deemed To Be University" is not utilized by KIMS "Deemed To Be University" for the project or vice versa the amount is to be refund/reimbursed to the other party.

## 9. Publication

Parties shall endeavor to profile this program in their relevant corporate communications and publications.

The Parties agree not to bring the name or logo of either Party into disrepute in any way whatsoever, and that none of their activities or those of their associate companies are or will be inimical to either Party. Use of the name or logo of either Party, other than relating to the Program as stated above, requires advance approval by the designated members of other Party.

## 10. Confidentiality

Each Party shall use its best efforts to assure that the provisions of this MOU and all information disclosed concerning the other party, its assets and activities/businesses and not otherwise publicly available shall be kept confidential and shall not be disclosed without the written consent of the other party unless otherwise required by law.

## 11. Notices / Communications

All notices or communications to be given pursuant to this MOU by either Party to the other, shall be sufficiently given in writing and delivered by hand against written receipt or sent by Registered postal mail or by Email to the following addresses as mentioned herein or at the address to be designated later on in writing by either Party to the other:

### In the case of JPTL:

Mr. Ankit Saha  
JPTL, Chiplun

### In the case of Krishna Institute of Medical Sciences "Deemed To Be University", Karad

Dr. M. V. Ghorpade  
Registrar  
KIMS "Deemed To Be University", Karad

### In the case of Department of Health

Dr. A. R. Paighan  
Medical Officer  
Primary Health Center  
Helwak

## 12. Settlement of Disputes/Governing Law & Arbitration

- i. This MOU shall be read and construed in accordance with the laws of India.
- ii. The Parties shall use all reasonable efforts to resolve any dispute that may arise under this MOU through good faith negotiations. Each Party shall nominate a senior representative from its management to meet at any mutually agreed location to resolve the dispute. In the event that negotiations do not result in a mutually acceptable resolution, the dispute shall be handled in accordance with arbitration rules.
- iii. In case of any dispute that cannot be solved through discussions, the same shall be referred to arbitration in accordance with the Rules of the Indian Council of Arbitration as amended and in force from time to time. ("ICA Rules").
- iv. Disputes shall be decided by a Sole Arbitrator who shall be appointed in accordance with the ICA Rules.
- v. The costs, charges, fees and expenses of the Arbitrators shall be borne equally by the Parties to the Arbitration. Each party shall bear its own legal fees.
- vi. The Arbitration proceedings shall be held in Mumbai. The language of the arbitration shall be English. The courts in Mumbai shall have exclusive jurisdiction in the matter to hear matters pertaining to the MOU.

## 13. Miscellaneous Provisions

- 13.1 *Captions:* All captions are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this MOU;
- 13.2 *Amendments:* Except as otherwise herein provided, any and all amendments, additions or deletions to this MOU shall be null and void unless approved by all Parties in writing;
- 13.3 *Severability:* If any term, provision, covenant or restriction of this MOU is held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated;

13.12 *Costs*: Each Party agrees that it shall bear by itself all costs and expenses incurred by it in connection with any discussion, negotiations and investigations undertaken in connection with the subject matter hereof, including without limitation costs and expenses associated with retention of financial, legal, tax and other professional advisers;

13.13 *Counterparts*: This MOU may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument;

IN WITNESS WHERE OF, the Parties hereto have executed this MOU as of the day month and year below written.

### Signatories to the MOU


For JPTL

For KIMS "Deemed To Be University" For Primary Health Center



MR. YATISH CHHABRA  
MD- JPTL



  
DR. M. V. GHORPADE  
REGISTRAR


REGISTRAR  
Krishna Institute of Medical Sciences  
"Deemed To Be University", Karad



DR. A. R. PAIGHAN  
MEDICAL OFFICER

वैद्यकीय अधिकारी  
पथमिक आरोग्य केंद्र, हेळवाक  
ना पाटण, जि. सातारा

In the presence of

1. Ankit Sehe 
2. Imtiaz Ahmad 