



DONOR AGREEMENT

This Agreement drawn on this date of 2015

BETWEEN

1. ARUNA ABHEY OSWAL TRUST (OSWAL TRUST) having their address as 7th Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi-110001 (India) on the one part hereinafter referred to as the “DONOR”

AND

2. Lions Club of , having their address ason the second part here in after referred to as the “DONEE”

AND

3. _____Hospital, having the address as _____on the third part hereinafter referred to as the “Implementing Agency ”

This Agreement will be valid for a period of one (1) year and will be renewed annually based on the mutual consent of the above referred parties.

The OSWAL TRUST intends to donate a Mobile Medical Van, Chassis No_____. and RTO Registration No_____.

The van which will be handed over to _____Hospital as the Implementing agency is equipped with all equipments as listed out in schedule 1 (Schedule to list all equipments provided in the van). The handover is without any consideration whatsoever and will be used for the purposes of rendering basic Diagnostic preventive treatment and service to the poor and needy patients totally free of cost. In addition to basic health screenings, the services provided may include but are not restricted to X Rays, Diagnostic procedures, Diabetes Management Education, Distribution of Medicines, Delivery of Blood Bank products. The Donee has agreed to accept the said Medical Van to be used exclusively for the specified purposes.

NOW THIS AGREEMENT HEREBY WITNESSETH AS FOLLOWS:

1. The complete maintenance and day to day upkeep of the Mobile Van along with all facilities provided therein will be the responsibility of the Implementing Agency alone.
2. None of the equipment provided in the Mobile Van will be transferred or shifted to any other unit / hospital for any reason whatsoever without the prior approval of the donor.
3. The Donee along with Implementing Agency will be responsible for judiciously carrying out all activities directly or indirectly related to the treatment of India's underserved communities through the Mobile Van and the other facilities attached to it.
4. The Implementing Agency shall assume any and all liability, including but not restricted to financial liability or any medico legal liability arising out of the running and operation of the Van and Equipments therein and/or any pain, harm or suffering caused to any of the beneficiaries / patients in any manner whatsoever in the process of utilization of the services of the said Mobile Van and its facilities.
5. The Donee agrees to make all reasonable efforts to ensure that services of the said Van are made available to the beneficiaries who may at any point of time be recommended by the Donor and the service will be provided totally free of cost at all times;
6. The Donee with the assistance/ Involvement of the Implementing Agency will be expected to submit to the Donor through the Project review committee, quarterly report or reports at regular intervals whenever asked for, providing complete details of all free patients who have availed the benefit of the Mobile Van, also giving therein the Diagnostic

details.

7. The reporting will also include details of the various facilities availed of by the beneficiaries from time to time which are provided in the Mobile Van.
8. All Licensing of the vehicle and legal compliance of whatsoever nature will be the sole responsibility of the Implementing Agency.
9. Any / all Mechanical/ Technical /Maintenance responsibilities arising by virtue of the operations of the Van and the equipment placed therein will be the sole responsibility of the Implementing Agency. The Implementing Agency will make all reasonable efforts to ensure any equipment within the Medical Van is duly insured and maintained in good working order as per acceptable professional standards within the community.
10. The Implementing Agency will be responsible for arranging the services of Doctors, Nurses and the attendant including driver with the said Medical Van along with providing all necessary medicines and other primary medical requirements and will keep them ready and available at all times. It will be the Implementing Agency's responsibility at all times to check on the expiry dates of the medicines & ensure that no medicines are disbursed which are past the expiry date. The medicines will be prescribed by a certified Medical Practitioner only. Any liability arising thereto in any manner whatsoever will be that of the Implementing Agency and the Implementing Agency alone. The Donee can support the Implementing Agency by sharing the cost of the medicines and related requirements.
11. It will be the Implementing Agency's responsibility to ensure that the Mobile Van and the equipment, the staff, the operations therein are adequately Insured in all respects against any claims of whatsoever nature and all the requisite third party liabilities are also covered.
12. The Implementing Agency will provide Diagnosis/ primary treatment to the patients of the designated area at the appointed time & date. Patients needing further investigation will be referred to the nearby primary health center run by the Government or to a Charitable Hospital.
13. It is clearly agreed that the said vehicle shall be used only for hospital purposes. There shall never be any commercial or non-hospital use of the said vehicle under any circumstances.
14. The Donee will be closely involved in monitoring the activities of the Implementing Agency and the effective use of the van. They through their network of Lions will promote awareness in the local villages where the Van is scheduled to visit and be involved in ensuring that the locals wishing to avail the services of the van are collected at the designated spot at the prefixed time.
15. The Donor has a right to withdraw the van in the event the utilization of the same does not fulfill the objectives of the said project and neither the Donee nor the Implementing Agency will have any right to object to such withdrawal.
16. The Donee if they so desire has the liberty to provide schemes to the clubs in the District for carrying out health check up activities in rural areas for which the club to be charged reasonable cost to support the activities of Implementing Agency.

TERMINATION

The concerned parties to the Agreement will endeavor to meet with all requirements clearly spelt out therein. Either party may decide to terminate this agreement at any time, in which case a mutual agreement will be reached for determining an appropriate exit strategy.

In that event the Mobile Van with all fittings/equipment attached therein will be returned / handed over to the Donor and it will be at the Donor's discretion to decide to whom the same will be handed over to.

IN WITNESS WHEREOF ALL PARTIES HERETO HAVE SET THEIR HANDS AT THIS DATE OF2015.

Signed on behalf of the Donor:

.....
()

Signed on behalf of the Donee:

.....
()

Signed on behalf of the Implementing Agency:

.....
()