



# MOU – Oswal Trust (DONOR)/DONEE /IMPLEMENTING AGENCY

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 as .....on the second part hereinafter referred to as the “DONEE

AND

3. \_\_\_\_\_Hospital, having the address as \_\_\_\_\_on the third part hereinafter referred to as the “Implementing Agency”

This MOU 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 and will record the Chassis No\_\_\_\_\_. and RTO Registration No\_\_\_\_\_, which will be included in a separate Donor Agreement. 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.

## **Shared Objectives of Donor and Donee and Implementing Agency :**

1. The Mobile Van will have the attached matter (as per Schedule 1) , printed on the Van.
2. The Ownership of the Mobile Van will vest with the DONEE who will be responsible to monitor the activities to meet the defined objectives.
3. 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.
4. The Implementing Agency and all related parties hereby jointly and severally agree to Indemnify & hold Lions Clubs International Foundation (LCIF) & Aruna & Abhey Oswal Trust , indemnified , saved defended harmless & free against all claims, demands, actions ,proceedings, costs charges & expenses that they may suffer or incur on account of any claim or demand made or raised by any person or persons by/ through them either directly or indirectly towards any liability of whatsoever nature including but not restricted to financial liability or any medico-legal liability arising out of the running and operation of the Van and Equipment 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. The parties responsibilities will be established in a separate Donor Agreement
5. All Licensing of the vehicle and legal compliance of whatsoever nature will be the sole responsibility of the Implementing Agency as provided in a separate Donor Agreement.
6. 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.

7. 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.

**TERMINATION**

The concerned parties to the MOU will endeavor to meet with all requirements clearly spelt out therein. Either party may decide to terminate this MOU 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 OF .....2015.

Signed on behalf of the Donor:  
.....  
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Signed on behalf of the Donee:  
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Signed on behalf of the Implementing Agency:  
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