

MEMORANDUM OF UNDERSTANDING

Aruna Abhey Oswal Trust (DONOR)/ .....(DONEE) /.....  
(IMPLEMENTING AGENCY).

This Memorandum of Understanding (MOU) drawn on this ..... date of .....  
Month ..... year.

BETWEEN

1. ARUNA ABHEY OSWAL TRUST having their address as 7<sup>th</sup> 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 Donor intends to donate a Mobile Medical Van to the Donee for extending free Health Check-up to the community and more particularly in Rural areas. The Donee agrees to accept the said mobile medical van and proposes to carry out the said activities in coordination with implementing agency.

This MOU is made between the above referred parties to meet the following objectives:

1. To conduct outreach programme within the periphery of ..... kilometers and to carry out preliminary health check up judiciously carry out all activities directly or indirectly related to the treatment of India's underserved communities through the Mobile Medical Van and the other facilities attached to it.
2. For rendering basic Diagnostic and preventive treatment to the poor and needy patients totally free of cost.
3. To provide required free medicines after diagnosis with proper explanation.
4. To guide the people who are diagnosed for detail medical check up / minor surgery / major surgery either at the Hospital of Implementing agency or to be referred nearby primary health center run by the government or to the charitable hospital.
5. To carry out detail medical check up / minor surgery / major surgery either at free of cost or at concessional rate with the support of Donee or any other Donor or from Government Subsidy if available at the hospital of implementing agency.
6. To carry out any such medical activities including education which is feasible during out reach programme with the support of Mobile Medical Van.

To meet the above objective the shared responsibility of all the party will be as under:

A. Donor Responsibility

1. To provide free of cost airconditioned fully furnished mobile medical van suitable for outreach programme.
2. To provide equipments, instruments, surgery kits, suturing sets as mentioned in Annexure I.
3. To avail temporarily registration for transporting the Mobile Medical Van to the Donee's destination.
4. To provide all the requisite documents pertaining to the Mobile Medical Van including the warranty period of van and all the equipments.
5. To provide prescribe format for periodical reporting.

B. Donee's Responsibility

1. To carry out the inspection of mobile medical van to preferably at the manufacturing workshop at New Delhi , alongwith representative of implementing agency.
2. To plan the activities of outreach programme within the periphery of ..... kilometer in coordination with implementing agency and detail logistic plan to submitted to the Donor.
3. Donee and their members should accompany and support in some of the outreach programme with the representative of implementing agency.
4. 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.

5. 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.
6. Donee will support the implementing agency to the extent possible for the identified patient for detail medical check up / minor surgery / major surgery.
7. Donee will submit periodical monthly report to the Donor in the prescribed format provided by the Donor.

#### C. Implementing Agency Responsibility

1. The Permanent Registration of the Van will be the responsibility of the Implementing Agency
2. The Implementing Agency will arrange for the Comprehensive Insurance of the Vehicle
3. It will be the Implementing Agency's responsibility to ensure that the ratio of free to paid surgeries / treatment will be maintained at a minimum ratio of 40:60.
4. 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.
5. 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.
6. 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.
7. All Licensing of the vehicle and legal compliance of whatsoever nature will be the sole responsibility of the Implementing Agency.

8. 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.
9. 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.
10. 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.
11. 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 either treated in their own hospital or will be referred to the nearby primary health center run by the Government or to a Charitable Hospital.
12. 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.

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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