

3.1.6.1 The Number of departments with recognition by ICMR-CAR, DST-FIST, DBT, MCI, DCI, PCI, AICTE, AYUSH, WHO, NIH etc. and other similar recognitions by National and International agencies

Name of Department with recognition	Year	Page No
Pharmacology (Navi Mumbai)	2014-15	1-2
Physiotherapy (Navi Mumbai)	2014-15	3-6
Dermatology (Navi Mumbai)	2015-16	7-11
Microbiology (Navi Mumbai & Aurangabad)	2015-16	12-20
Nephrology (Aurangabad)	2016-17	21-25
Ophthalmology (Aurangabad)	2016- 17	26-29
Gen.Surgery (Navi Mumbai)	2016 -17	30-48
Respiratory Medicine (Navi Mumbai)	2018 -19	49-58
Emergency Medicine (Navi Mumbai)	2018 -19	59-62
Peadiatric (Navi Mumbai)	2018 -19	63-67

INDIAN COUNCIL OF MEDICAL RESEARCH
ANSARI NAGAR, NEW DELHI

No 58/2/2014-BMS

By Special Post

Date: 16.3.2015

The Dean,
MGM Medical College, Kamothe, Navi Mumbai

Pharmacology, Navi Mumbai

Subject:- Sanction of budget allotment for the new Research proposal entitled "Development natural alternatives to synthetic dipeptidyl peptidase 4 inhibitors for diabetes with metabolic syndrome

Sir,

The Director General of the ICMR sanctions the above mentioned research scheme initially for the period of one year from 1.3.2015 subject to extension up to the total duration specified in para 4 below:-

1. The Director General of the Council also sanctions the budget allotment of Rs.9,34,000/- as detailed in the attached statement for the period from 1.3.2015 to 29.2.2016 The grant-in-aid will be given subject to the following conditions.
2. The payment of the grant will be made in lump-sum to the Head of the Institute. The first installment of the grant will be paid generally as soon as report regarding appointment of the staff is received by the Council. The Staff appointed on the project should be paid as indicated in the budget statement.
3. The staff on the project will be recruited as per the rules and procedure of the host institute and second part of the undertaking be obtained from the employees of the project. The staff grant will not be released unless the required undertaking [part-II] from Head of the Institute is received in this office.
4. The demand for payment of the subsequent installment of the grant should be placed with the Council in the prescribed proforma. The approved duration of the scheme is Three YEAR. The annual extension will be given after review of the work done on the scheme during the previous year.
5. Five copies of the annual progress report in the attached prescribed proforma should be submitted to the Council every year after completion of ten months of the project giving complete actual details of the research work done. Failure to submit the report in time may lead to termination of project.

The receipt of this letter may please be acknowledge.

Yours faithfully,

[Signature]
Admn. Officer

For Director General

✓ Copy together with a copy of the budget statement forwarded to information to Dr. Ipsita Roy, Dr. Ipsita Roy, Professor, Deptt. Of Pharmacology, MGM Medical College, Kamothe, Navi Mumbai - *610209*

2 Accounts. V. for information.

3. Copy together with the budget forwarded to Budget Section [Finance Section] for compilation of the Council Budget

4. IRIS Cell No. 2012-07910

BUDGET STATEMENT

2014-2015

Subject:- Research project entitled "Development natural alternatives to synthetic dipeptidyl peptidase 4 inhibitors for diabetes with metabolic syndrome " under Dr. Ipsita Roy, Professor, Deptt. Of Pharmacology, MGM Medical College, Kamothe, Navi Mumbai

[1.3.2015 to 29.2.2016]
(3rd year)

Staff:

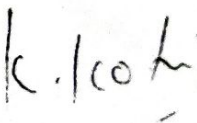
1. Contingencies	Rs. 2,80,000
2. Non recurring	Rs. 6,40,000
3. Oer head 5%	Rs. 14,000

	Rs. 9,34,000

Total budget allotment of Rs. 9,34,000/- (Rupees nine lakh thirty four thousand only)

RFC No. BMS/Adhoc/ 87/2014-2015 dated 10.3.2015

F.No.58/2/2014 -BMS


(K. Kotnala)
Admn. Officer

Detailed Project Activities

Details of the activities to be undertaken by University Department of Physiotherapy, MGM Institute of Health Sciences, Sector No1, Plot No 1 & 2, Kamothe, Navi Mumbai 410209 under the project entitled "Development of Powered Transtibial Prosthesis".

Please find enclosed a detailed copy of the project proposal submitted to DBT for reference. Refer to pages 21 & 22.

Objectives:

1. Gait analysis of adults with transtibial amputation

Annexure - II**Details of Funds****PI's NAME AND ADDRESS**

Dr. Rajani P Mullerpatan, University Department of Physiotherapy, MGM Institute of Health Sciences, Sector No1, Plot No 1 & 2, Kamothe, Navi Mumbai:410209

Items	I year	II year	III year	Total
Non-recurring	22500 USD x68.58 INR= 1543,050=00			1543,050=00
Manpower	480,000	480,000	480,000	1440000=00
Consumables				50000=00
Travel				As per DBT norms
Contingencies				
Overhead				
Total				3033,050=00



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Consumables				50000=00
Travel				As per DBT norms
Contingencies				
Overhead				
Total				3033,050=00



Physiotherapy, Navi Mumbai

NEW MEMBER AGREEMENT

This agreement is made and entered into on this 15th day of October, 2015 between;

Indian Institute of Technology, Bombay, a research and educational institution in technology and engineering disciplines established by a special act of Parliament of Republic of India having its office at Powai, Mumbai-400 076, India, hereinafter referred to as 'IITB' and **MGM Institute of Health Sciences**, Kamothe Navi Mumbai, 410209

MGM Institute of Health Sciences, Kamothe Navi Mumbai registered under societies Act, 1860 and having its registered office address at MGM campus, sector 1, Kamothe Navi Mumbai 410209 hereinafter referred as "MGM Institute of Health Sciences".

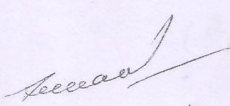
WHEREAS A Healthcare Consortium was formed vide a Consortium Agreement dated 7th September, 2011 between Indian Institute of Technology, Tata Memorial Centre, National Institute of Research in Reproductive Health, **King Edward Memorial Hospital** and Span Diagnostics Ltd (the 'Consortium Agreement' -Annexure -A) for the objectives and modes of collaboration as contained therein.

WHEREAS in pursuance thereof a Healthcare Consortium was formed to carry out and effectuate the purposes under the said Consortium Agreement with the aforesaid founding partner organizations as Members thereof. The Healthcare Consortium has undertaken and started many health care activities/projects and initiatives as envisaged under the said agreement.

WHEREAS the MGM Institute of Health Sciences has shown its interest, intends to and is keen to join and partake in the activities of the said Healthcare Consortium vide its letter/proposal dated 10th April 2015 to the Consortium.

WHEREAS In view of the aforesaid letter/proposal reflecting the desire of MGM Institute of Health Sciences intending to become a Member of the Healthcare Consortium, the Advisory Committee has accepted/approved such a proposal of the MGM Institute of Health Sciences, to become a new Member of the Healthcare Consortium, in its Board meeting dated 10th April 2015. Further, the Advisory Committee has approved and authorized IITB to enter into an agreement with MGM Institute of Health Sciences for inducting in the Healthcare Consortium as a New Member based on the condition that such intending New Member agrees to the terms of the Consortium Agreement.

Now, therefore, the Parties hereto, agree to the following;


RD Mulhoptan (1/2)

1. The MGM Institute of Health Sciences hereby agrees that in addition to the terms of this agreement, it shall be subject to, bound and governed by the terms and conditions of the said Consortium Agreement (Annexure 1).
2. The MGM Institute of Health Sciences, hereby agrees that, upon execution hereof, it shall be assigned/accorded the status of a Member in the Healthcare Consortium and shall duly discharge or partake in all activities of the said consortium as per the terms of the said Consortium Agreement and the guidelines issued by the Advisory Committee from time to time.
3. The said Consortium Agreement (annexed hereto as Annexure 1) and the terms thereof are incorporated in its entirety herein by reference and form an integral part of this agreement.
4. IITB is executing this agreement with the MGM Institute of Health Sciences as a confirming party for inclusion of the MGM Institute of Health Sciences as a Member of the said consortium, as authorized by the Governing Council.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto, have executed this New Member Agreement as set forth below;

**MGM Institute of Health Sciences,
Kamothe, Navi Mumbai**

By: [Signature]

Name: Lt. Gen. Dr. Shibban .K. Kaul

Title: Pro Vice Chancellor

Date: 15th October, 2015

By: [Signature]

Name: Dr. Rajani Mullerpatan

Title: Prof – Director, Physiotherapy

Date: 15th October, 2015

**INDIAN INSTITUTE OF TECHNOLOGY
BOMBAY, FOR CONSORTIUM**

By: [Signature] 26/10/15

Name: Prof. K. P. Kaliappan

Title: _____

Date: _____
For Director, IIT Bombay

(2/2)

MGM MEDICAL COLLEGE
NAVI MUMBAI
(ICMR 'SHAKTI' SCHEME)

PABX : 26588980, 26588707, 26589336, 26589745
26589873, 26589414
FAX: 011-26588662, 26589791

GRAM : SCIENTIFIC
Web-site: www.icmr.nic.in
e-mail: icmrhqds@sansad.nin.in

INDIAN COUNCIL OF MEDICAL RESEARCH

V. Ramalingaswami Bhawan, Ansari Nagar, New Delhi - 110 029

No.Indo-US/83/9/2010-ECD-II

Dated: 1.3.12

To

The Director

MGM Medical College & Hospital,
Kamothe, Navi Mumbai-410209.

Shakti Reg File
Dermatology, Navi Mumbai

Subject: Sanction of budget allotment for the ICMR Task Force / adhoc New Scheme entitled, SHAKTI : Stigma reduction Health care provider awareness and Knowledge enhancement on Transgender issues in India under Dr.H.R.Jerajani,

Dear Sir,

The Director General of the Council sanctions the above mentioned research scheme initially for a period of one year from **01.03.2012** subject to extension up to the total duration specified in para 3 (3) below:

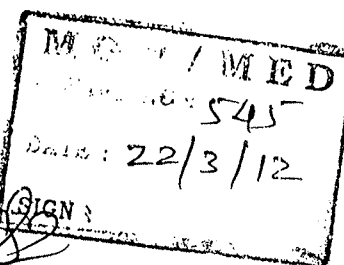
The Director General of the Council also sanctions the budget allotment of **Rs.12,41,744/-** as detailed in the attached statement for one period ending **28.02.2013**.

The grant in aid will be given subject to the following conditions:

1. The payment of the grant will be made in lump sum to the Head of the Institute. The first Installment of the grant will be paid generally as soon as report regarding the commencement of the project and appointment of the staff is received by the Council. The demand for payment of the subsequent instalment of the grant should be placed with the Council in prescribed format attached.
2. The staff appointed on the project should be paid as indicated in the budget statement attached.
3. The approved duration of the research scheme is **TWO YEAR**. The annual extension will be given after review of the work done on the research scheme during the previous years.
4. Thirty copies of the annual progress report of work done be submitted to the Council every year after completion of ten months of the project. Failure to submit the report in time may lead to termination of the project.
5. The Institute will maintain a separate account of the receipts and expenditure incurred on the research scheme and will furnish a utilization certificate and an audited statement of the accounts pertaining to the grant.
6. The other terms & condition are indicated in Annexure - I.

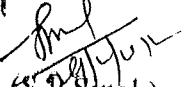
COPY TO SHAKTI.

HRD/DP/DP4-80-12



7. The receipt of the letter may please be acknowledged.

Yours faithfully,


(S.P. Singh)

Administrative Officer
For Director General

1. Copy together with a copy of the budget statement forwarded for information to :
Dr.H.R.Jerajani, MGM Medical College & Hospital, Kamothe, Navi Mumbai-410209.
2. Copy together with one copy of the budget statement forwarded to the Account Section
- V for information and necessary action.
3. Copy together with copy of the budget forwarded to budget section (Fin.) ICMR for
Compilation of the Council's Budget. The RFC No. ECD/Adhoc/42/2011-12
Dated 29.2.2012.
4. IRIS Cell No. 2010-13040
5. Mrs.Vandana, DEO

(S.P. Singh)
Administrative Officer
For Director General



INDIAN COUNCIL OF MEDICAL RESEARCH

V. Ramalingaswami Bhawan, Ansari Nagar, New Delhi – 110 029 Phone :
26588980, 26588707, 26589336, 26589745, 26589873,
FAX: 011-26588662, 26589791, GRAM : SCIENTIFIC,
Web-site: www.icmr.nic.in, e-mail: icmrhqds@sansad.nin.in

No.Indo-US/83/9/2010-ECD-II

Dated: 24/11/14

To

The Director
MGM Medical College and Hospital,
Kamothe, Navi Mumbai-410209.

Subject: Termination of the enquiry entitled, “SHAKTI : Stigma reduction Health care provider awareness and Knowledge enhancement on Transgender issues in India” under Dr.H.R.Jerajani

Sir,

As you are aware, the Council has been providing financial assistance in respect of the above mentioned enquiry which is being carried out at your Institution.

As the duration of the project, the work of the enquiry is due to terminate with effect from **28.02.2014(a.n.)** no member of staff will have to be retained after that date. The staff employed on the enquiry may be informed in writing that their services will not be required beyond the planned duration of the study.

A list (in duplicate) of non-expendable articles and of available expendable articles purchased for work of the enquiry together with the property register should be sent to the Council with suggestion as regards to their disposal.

An audit certificate from the auditors to the effect that the accounts have been audited and the money was actually spent on the object, for which it was sanctioned, may be sent to the Council. In case it is likely to take some time in getting the accounts audited by the authorized auditors of the Institute, a statement of account in respect of the grant available in termination of the enquiry should be refunded to the Council by means of a bank draft or cheques made out in the name of the Director-General, ICMR. The draft or cheque should be sent under registered cover.

A final report of work done on the enquiry since its inception duly prepared in the format given overleaf may please be sent **(15 copies) to the Council within two week from the date of receipt of the termination letter of the enquiry.**

Contd...

Reprints of the papers published, if any, should be sent to the Council. If it is proposed to publish the paper in a foreign journal prior permission of the Council should be obtained. The seeking the approval of the Council, the name of the foreign journal may also be intimated.

Due acknowledgement to the ICMR should be made in all publications based on the work done on the enquiry. Receipt of this letter may please be acknowledged.

Yours faithfully,

(S.P.Singh)

Administrative Officer

For Director-General

Copy to: (1) Accounts Section-V (2) Finance Section (3) Audit Section (4) IRIS Cell (5) Dr.H.R.Jerajani, **MGM Medical College and Hospital, Kamothe, Navi Mumbai-410209** (6) Mrs.Vandana, DEO

FORMAT FOR FINAL REPORT

1. Title of the Project:
2. Principal Investigator and Co-Investigators
3. Implementing Institution and other collaborating Institutions
4. Date of commencement
5. Duration
6. Date of completion
7. Objectives as approved
8. Deviation made from original objectives if any, while implementing the project and reasons thereof.
9. Experimental work giving full details of experimental set up, methods adopted, data collected supported by necessary tables, charts, diagrams and photographs.
10. Detailed analysis of results indicating contributions made towards increasing the state of knowledge in the subject.
11. Conclusions summarizing the achievements and indication of scope for future work.
12. S&T benefits accrued:
 - a) List of research publications with complete details: Authors, Title of paper, Name of Journal, Vol., page, year
 - b) Manpower trained on the project:
 - i) Research Scientists or Research Fellows
 - ii) No. of Ph.Ds produced
 - iii) Other Technical Personnel trained
 - c) Patents taken, if any:
 - d) Products developed, if any.
13. An Abstract (300 words for possible publication in ICMR Bulletin).
14. Procurement/usage of Equipment

Name of Equipment	Make/Model	Cost FE/Rs	Date of Installation	Utilization rate %	Remarks regarding maintenance/breakdown

- b. Suggestions for disposal of equipment(s)

Name and signature with date

1. _____
(Principal Investigator)

2. _____
(Co-Investigator)



Mahatma Gandhi Mission's
MEDICAL COLLEGE & HOSPITAL

Sector-18, Kamothe, Navi Mumbai - 410 209.
Ph: 0227423404, 27427991, 27427992, Fax: (022) 27420320
E-mail: mgmmcnb@gmail.com, Web: www.mgmmumbai.ac.in

Ref: MGM/MC/SHAKTI/2016-17/ 1963.

October 28, 2016

To:

Dr. H.R. Jerajani,
(Principal Investigator, Project ICMR- Shakti),
Professor & HOD, Department of Dermatology,
MGM Medical College & Hospital, Kamothe.

Sub: Completion of project "SHAKTI" and submission
of completion report thereon to ICMR, New Delhi.

Madam,

As you are aware, the project titled "SHAKTI" was awarded to MGM by ICMR, New Delhi in the year 2012, you being Principal Investigator (India) and Mr. Ankur Srivastava, Research Associate, Humsafar Trust, Santacruz, Mumbai as Co-Principal Investigator of the project. The project was to be completed within two years i.e. by 28th February 2014.

A copy of letter dated 24.01.2014 in this regard received from ICMR was sent to you under this office note dated Nov.04, 2014 (enclosed again for ready reference). You are, therefore, requested to look into the matter and arrange furnishing of completion report as early as possible.

Yours faithfully,

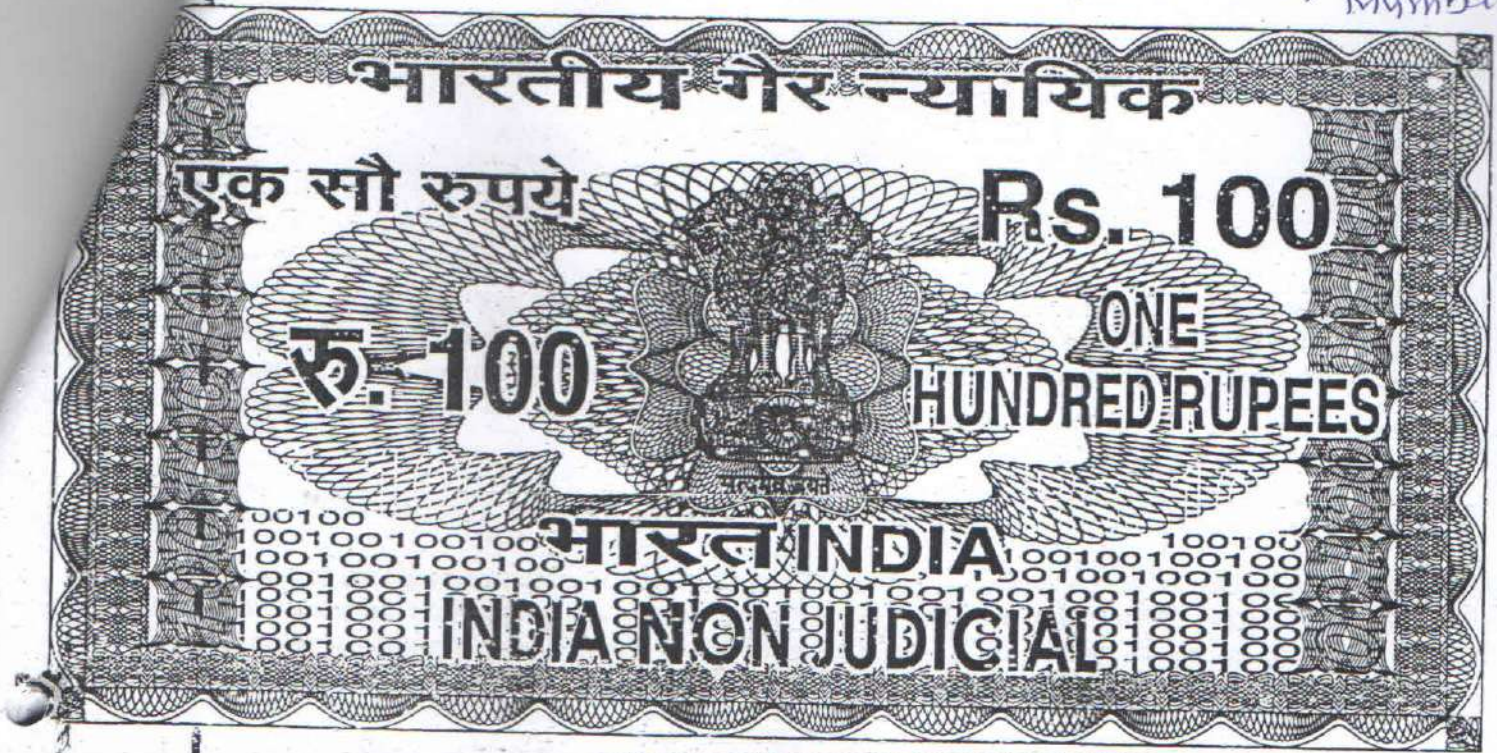
(Dr. G.S. Narshetty)

Dean

MGM Medical College & Hospital
Kamothe, Navi Mumbai



Copy to: Mr. Ankur Srivastava,
Co-Principal investigator, ICMR Project "Shakti"
The Humsafar Trust,
Manthan Plaza, 3rd floor, Opp. Vakola Masjid, Santacruz (E),
Mumbai 400 055. Phone – 08767388890, 9833767149



महाराष्ट्र MAHARASHTRA

गुप्तवत्त्याचा दिनांक
उपकोषागाराचे नांव-पनवेल,
जि. रायगड.

उपकोषागार अधिकारी
पनवेल - रायगड.

28 FEB 2013



राज रॉय बंडर
क्र. 132/2013 दिनांक 11/8/2013
ज. म. जी. एम. मेडिकल लेव्हील - न्यायो
ज. म. माया ठावे
राजपूरकर

GC 963458

Microbiology, Navi Mumbai

TRIPARTITE AGREEMENT FOR SERVICE DELIVERY ON
INTEGRATED COUNSELING AND TESTING CENTRES (ICTCs)

Memorandum of understanding (MOU)

Between

National AIDS Control Organization (NACO)
Government of India

&

MGM Medical College and Hospital, Kamothe, Navi Mumbai

Dean

MGM Medical College, Navi Mumbai

Dean.

MGM Medical College & Hospital
Kamothe, Navi Mumbai - 410209

This Memorandum of Understanding is made on day of April 2013 by and between the director General, National AIDS Control Organization, Department of Health, Ministry of Health and Family Welfare, Government of India, 9th & 6th Floor, Chandralok Building, 36, Janpath, New Delhi 110 001 (herein referred to as "NACO") through the Project Director of Maharashtra State AIDS control Society, (hereafter referred to as "MSACS"), Shri Prakash Saide, I.A.S. Project Director, Acworth complex, R.A.Kidwai Marg, Wadala, Mumbai - 400031.

MGM Medical College and Hospital, a facility having its office at Kamothe Navi Maumbai Raigad, acting through Dr. P. P. Doke, the authorized signatory, hereinafter referred to as **MGM Medical College and Hospital**, which expression shall, unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives.

I. PURPOSE OF THE COLLABORATIVE PROJECT

The purpose of the agreement is to set up NACO certified facility integrated counseling and testing centre for HIV counseling and testing in a private sector/not for profit/non governmental organizations run health facility through a public private partnership. The aim is to provide access to quality HIV counseling and testing services to clients who access private/ not for profit health care system in both urban and rural areas of the country.

II RESPONSIBILITIES OF THE SACS.

1. To supply rapid HIV diagnostic kits (3 different antigens/ principles) in quarterly advance as per annual requirement to **MGM Medical College and Hospital**, subject to availability of above kits with SACS. While every effort will be made to provide uninterrupted supply of above kits, SACS will not held responsible for any shortage of above kits due to unforeseen circumstances.
2. To provide training of staff of ICTC (staff of facility) in HIV counseling and testing in NACO approved centers. If required more than one training will be provided by the SACS.
3. To supply protective kits for delivery of HIV positive pregnant woman as per requirement to if needed.
4. To provide TA/DA as per eligibility to ICTC staff of **MGM Medical College and Hospital**, for attending review meeting conducted by SACS as well as for collecting the HIV test kits, registers, formats etc. from the office of the SACS and for transport of coded blood sample or delivery of blood test records from **MGM Medical College and Hospital**, to the SRL (State References Laboratory-State/ district ICTC management authority) under the external quality assurance schemes (EQAS) as laid out in "Operational guidelines for Integrated Counseling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof
5. To supply PEP (Post-exposure Prophylaxis) drugs for protection of staff of ICTC in the event of accidental exposure to **MGM Medical College and Hospital**, as per requirement.
6. To supply IEC material required for an ICTC such as flip charts, posters, condom demonstration models, take home materials to **MGM Medical College and Hospital**, as per requirement.
7. To Supply condoms required for demonstration and distribution to clients coming to the ICTC as per requirement.

8. To supply prophylactic ARV drugs for prevention of transmission from HIV positive mother to their new born babies as per national protocol.
9. To evaluate the performance of the ICTC periodically as per monitoring and evaluation tools developed by NACO/SACS.
10. To provide Registers and Formats as per "Operational guidelines for Integrated Counseling and Testing Centre" published by NACO, Ministry of Health and Family Welfare, Govt. of India in July, 2007 or any newer version thereof.

III. RESPONSIBILITIES OF MGM MEDICAL COLLEGE AND HOSPITAL, KAMOTHE

1. To provide a room with suitable, sufficient and convenient space to be used for counseling purpose with adequate furniture, lighting and privacy and any other infrastructure required.
2. To provide a laboratory equipped with refrigerator, centrifuge, micropipette, needle cutter, etc for HIV testing and blood sample storing facility.
3. To designate existing staff or appoint new staff for the posts of counselor and laboratory technician in the ICTC. To also designate an existing Medical Officer as ICTC Manager.
4. To provide consumables such as needles, gloves, syringes, serum storage vials, micro tips, etc. of standard quality required for HIV testing to the ICTC.
5. To provide counseling and testing services in the ICTC to any client who approaches the ICTC without discrimination either freely or on receipt of charge not exceeding Rs. 75/- as per protocol laid out in the guideline text per "Operational guidelines for integrated Counseling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof. The charge will be used to defray cost for provision of the above services.
6. To entirely bear the costs related to staff salary, infrastructure and consumables required for the ICTC.
7. To respect the privacy of clients and maintain confidentiality. Provide data protection systems to ensure that records of all those who are counseled and tested are not accessible to any unauthorized person.
8. To maintain quality assurance at the services delivery especially in HIV testing services as provided in the guideline text "Operational guidelines for Integrated Counseling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof. MGM Medical College and Hospital will be accountable for any substandard delivery of service.

9. To participate in EQAS (External Quality Assessment Scheme) as laid out in the above mentioned guideline text. MGM Medical College and Hospital will send samples in the first week of every quarter, for cross checking to SRL (State reference laboratory-state/ district management authority) once every quarter. The laboratory technician designated by MGM Medical College and Hospital to ensure that these samples are collected in the first week of January, April, July and October & sent to the SRL.
10. To provide data and information to the coordinating agency to perform their duties as per the instruction and direction from SACS.
11. To send monthly report to the SACS/DAPCU in CMIS format by 5th of every month in registers and records supplied by the SACS.
12. To use all the IEC materials, condoms, items required for laboratory use, protective kits for delivery, PEP (post exposure prophylaxis) drugs supplied by the SACS at the services delivery purpose by the MGM Medical College and Hospital.
13. To Maintain stock records for the all items and drugs provided by the SACS.
14. To maintain quality waste management of disposable items that is used in HIV testing.
15. To ensure that ICTC staff working in the blood collection room and laboratory will observe universal safety precaution (USP).
16. To ensure that ICTC staff are aware of the PEP procedure and display the name and contact information of the PEP focal point/ person as well as the location where the PEP drugs are stored.
17. To follow the national protocol for ARV prophylaxis for prevention of parent to child transmission of HIV (PPTCT).
18. To attend coordination/ review meetings conducted by SACS.
19. To ensure that no research or clinical trials are done on the clients who visit the ICTC or based on data of clients who visits the ICTCs.
20. To attend review meetings at the district level and SACS level as per the supervisory protocol that is provided in the "Operational guidelines for Integrated Counseling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof. To allow access to authorized NACO/SACS/DAPCU staffs who visit the ICTC to the premises and records of the ICTC.
21. To permit SACS to periodically test designated counselor and Lab Technician for their knowledge, attitude and skills.

22. To follow the testing methodology & algorithm as mention in the "Operational guidelines for Integrated Counseling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof, in the laboratory of MGM Medical College & Hospital.
23. To follow National AIDS Control Policy & State HIV/AIDS policy.
24. Test kits supplied by MSACS not to be used for routine screening of surgical patients of the facility.

IV. COMMENCEMENT

- 1) This Memorandum of Understanding shall become effective upon signature by the parties and certification of the facility site. It shall remain in full force and effect for a period of one year thereafter.
- 2) Further, the certification of the site of the collaborative testing project as "NACO/SACS designated HIV counseling and testing centre" shall run concomitantly with the present Memorandum of Understanding.
- 3) SAATHII, the implementing partner, authorized by MSACS will support the private sector on commencement and closely coordinate for smooth rollout.

V. RENEWAL OF AGREEMENT

- 1) This Memorandum of Understanding is renewable at the option of MSACS.
- 2) Three months prior to the expiry of the Memorandum of Understanding due to efflux of time SACS shall intimate MGM Medical College & Hospital if it intends to renew or not to renew the Memorandum of Understanding.
- 3) In the event that SACS decides not to renew the Memorandum of Understanding, MGM Medical College & Hospital shall give notice to the patients regarding the cancellation of its certification. In the event that SACS decide to renew the Memorandum of Understanding, the terms and conditions of this Memorandum of Understanding, as may be amended, will apply *de novo*.

VI. TERMINATION OF AGREEMENT

- 1) Any party may terminate this Memorandum of Understanding after giving three months notice to the other party at the address provided in this Memorandum of Understanding for correspondence or the last communicated for the purpose and acknowledges in writing by other party.

VII. BREACH BY MGM MEDICAL COLLEGE AND HOSPITAL

- 1) In case MGM Medical College & Hospital is not able to provide services as per agreement of defaults on the provision of this agreement or declines the patient to provide HIV counseling and testing services, it shall be liable for breach of agreement and breach of trust and other

VII. BREACH BY MGM MEDICAL COLLEGE AND HOSPITAL

- 1) In case **MGM Medical College & Hospital** is not able to provide services as per agreement of defaults on the provision of this agreement or declines the patient to provide HIV counseling and testing services, it shall be liable for breach of agreement and breach of trust and other consequences which may include black listing with SACS, NACO, MOHFW of Home affairs and external affairs.

IX. SETTLEMENT OF DISPUTES:

- 1) Any dispute of difference or question arising at any time between the parties hereto arising out of or in connection with or in relation to this agreement shall be referred to and settled by arbitration under the provision of the Indian Arbitration and Conciliation Act, 1996 or any modification or replacement thereof as applicable for the time being in India.
- 2) The arbitration shall be referred to an arbitrator nominated by Secretary Department of Legal Affairs, Ministry of Law and Justice, Govt. of India, Delhi. The arbitrator, if he so feels necessary, seek opinion of any healthcare personnel with experience of working in the field of HIV and care and treatment of PLHAs.
- 3) The place of arbitration shall be either New Delhi or the site of the collaborative laboratory, which shall be decided by the arbitral tribunal bearing in mind the convenience of the parties.
- 4) The decision of the arbitrator shall be final and binding on both the parties.

X. LAW APPLICABLE

This Memorandum of Understanding shall be construed and governed in accordance with the laws of India

XI. ADDRESSES FOR CORRESPONDENCE

In witness thereof, the parties herein have appended their respective signatures the day and the year above stated.

Signed For and on behalf of MGM Medical College and Hospital

Dr. P. P. Doke
Med. Supdt.
MGM Medical College and Hospital

Signature.....
Date..... 7/3/2012 Medical Superintendent
M. G. M. HOSPITAL, KAMOTHE

In the presence of
Name..... Dr. A. D. Waghmare, HOD Microbiology

Signature.....
Date.....



Signed for and on behalf of NACO

Project Director

MSACS

Signature.....

Date.....

In the presence of

Name..... Dr. Tejaswini Khandaparkar

Signature..... Khandaparkar

Date..... 8/03/2013 District Programme Officer
DAPCU Thane

District Programme Officer
DAPCU Thane

पत्ता- जिल्हा सामान्य रुग्णालय, चिकलठाणा औरंगाबाद. ४३१००१

Email :- dpoaurangabad@mahasacs.org

आरोग्य सेवा

जा.क्र.सारऔ/डापकू/आयसीटीसी/ 249 / १९ दि:- ०३/०४/२०१९

प्रति,
विभाग प्रमुख, सुक्ष्मजीवशास्त्र विभाग,
महात्मा गांधी मिशन महाविद्यालय व रुग्णालय,
औरंगाबाद

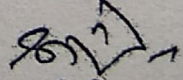
विषय:- एकात्मिक सल्ला व चाचणी केंद्र, (आयसीटीसी) बाबत.

संदर्भ:- विभाग प्रमुख, सुक्ष्मजीवशास्त्र विभाग, महात्मा गांधी मिशन महाविद्यालय व रुग्णालय,
औरंगाबाद यांचा ई-मेल दिनांक. २९/०३/२०१९

उपरोक्त संदर्भीय विषयानुसार आपणास कळविण्यात येते की, महाराष्ट्र राज्य एड्स नियंत्रण सोसायटी, मुंबई कार्यक्रमांतर्गत महात्मा गांधी मिशन महाविद्यालय व रुग्णालय, औरंगाबाद येथे जुलै २००२ रोजी पीपीटीसीटी केंद्र सुरु करण्यात आले.



त्यानंतर सदर केंद्राचे नांव २००६ मध्ये एकात्मिक सल्ला व चाचणी केंद्र (आयसीटीसी) करण्यात आले. सदर आयसीटीसी केंद्र, महात्मा गांधी मिशन महाविद्यालय व रुग्णालय, औरंगाबाद येथे आज पावतो कार्यान्वित आहे.

करीता आपल्या माहितीस्तव सादर.


जिल्हा शल्य चिकित्सक
सामान्य रुग्णालय, औरंगाबाद

प्रत:- मा. प्रकल्प संचालक, मराएनिसो मुंबई यांना माहितीस्तव सविनय सादर.



 <div>District AIDS Prevention and Control Society General Hospital, Aurangabad</div> 	
Address- District General Hospital, Chikalthana, Aurangabad- 431001	
	Email: dpoaurangabad@mahasacs.org
Health care	Outward No. / ICTC / 249, Date:- 3.4.2019

To,

Head of Department, Department of Microbiology,
Mahatma Gandhi Mission College and Hospital,
Aurangabad

Topics: - About Integrated Counseling & Testing Center, (ICTC).

References: - Email of Head of Department, Department of Microbiology,
Mahatma Gandhi Mission College and Hospital, Aurangabad, 29/3/2019

As per the above mentioned subject you are informed that PPTCT Center was started on July 2002 at Mahatma Gandhi Mission College and Hospital, Aurangabad under the Maharashtra State AIDS Control Society, Mumbai program.

The center was renamed as Integrated Counseling and Testing Center (ICTC) in 2006.

It is operational today as ICTC Center, Mahatma Gandhi Mission College and Hospital Aurangabad.

Submitted for your information.

District Surgeon

General Hospital, Aurangabad

Copy: Submission of information to Project Director, AIDS Prevention and Control Society, Mumbai

 आरोग्य सेवा संचालनालय (महाराष्ट्र राज्य) " आरोग्य भवन ", सेंट जॉर्जस रुग्णालय आवार, पी.डिमेलो रोड, मुंबई- ४०० ००१		
कार्यालय	दूरध्वनी	Website : http://maha-arogya.gov.in
संचालक (वैयक्तिक)	२२६२१०३१-३६	Email : dhs_2005@rediffmail.com
सहसंचालक (रुग्णालये-राज्यस्तर)	२२६२१००६	Email : miscell@rediffmail.com
सहसंचालक (प्राआकेंद्र-जिपस्तर)	२२६११४७१	Fax No. 022-22621034 / 22620234 (DHS)
सहसंचालक (असंसर्गजन्य रोग)	२२६२०२४९	022- 22679044(Hosp.)
सहसंचालक (असंसर्गजन्य रोग)	२२६२११८६	022-22622155(CAO)
सहसंचालक (खरेदी कक्ष)	२२६२६२८२	022-22703785(Control Room)
सहसंचालक (अर्थ व आस्थापना)	२२६२६७५५	022-22621047 (NCD)
		क्र.संआसे/डायलेसीस/ प्रशिक्षण/कक्ष ३/२०१३
		दिनांक - ८/०४/२०१३

प्रति,

१) विभाग प्रमुख,
नेफ्रोलॉजी डिपार्टमेंट,
के.ई.एम. हॉस्पिटल मुंबई, बी.बाल.एल.नायर रुग्णालय, जे.जे समूह रुग्णालय, बी.जे.
वैद्यकिय महाविद्यालय पुणे, के.ई.एम रुग्णालय पुणे, सुपर स्पेशलिटी हॉस्पिटल नागपूर,
(अंतर्गत जी.एम.सी.नागपूर), जी.एम.सी औरंगाबाद, एम.जी.एम औरंगाबाद, मिरज
मेडिकल कॉलेज मिरज, वैद्यकिय अधीक्षक सुपर स्पेशलिटी हॉस्पिटल अमरावती व नाशिक

विषय:- राज्यातील जिल्हा रुग्णालये मध्ये सुरु करण्यात येणाऱ्या डायलेसीस युनिट
मधील भिषक/वैद्यकिय अधिकारी /स्टॉफ नर्सेस/ डायलीसीस टेक्नीशियन
यांना प्रशिक्षण देणेबाबत...

संदर्भ:- मा. संचालक डी.एम.ई.आर यांचे पत्र क्र.संवैशिवस/संआसे/डायलेसीस/
तंत्रज्ञ/ प्रशिक्षण/४-३ दि.१५/२/२०१३.

उपरोक्त संदर्भाधिन विषयाव्दारे आपणास कळविण्यात येते की, राज्यातील सर्व जिल्हा
रुग्णालये/ सामान्य रुग्णालये व उपजिल्हा रुग्णालय शेगांव व पंढरपूर/ नांदेड स्त्री रुग्णालय या
ठिकाणी लवकरच डायलेसीस युनिटस सुरु करण्यात येणार आहेत. तत्पूर्वी या युनिट मध्ये कार्यरत
होणाऱ्या सर्वांचे गुणवत्तापूर्ण प्रशिक्षण होणे गरजेचे आहे. या प्रशिक्षणाचा आराखडा ठरविणे
तसेच प्रशिक्षणामध्ये समन्वयाच्या दृष्टीने नेफ्रोलॉजी युनिट प्रमुख संबंधित हॉस्पिटलस यांची बैठक
दिनांक १६/४/२०१३ रोजी दुपारी ३ वाजता आरोग्य सेवा संचालनालय, मुंबई (आठवा मजला,



12

No. 4401



नोंदणी प्रमाणपत्र

याद्वारे प्रमाणपत्र देण्यात येते की, खाली वर्णन केलेली सार्वजनिक विश्वस्तव्यवस्था ही आज, मुंबई सार्वजनिक विश्वस्तव्यवस्था अधिनियम, १९५० (सन १९५० चा मुंबई अधिनियम २९) या अन्वये Aurangabad Region, Aurangabad येथील सार्वजनिक विश्वस्तव्यवस्था नोंदणी कार्यालयात योग्य रितीने नोंदण्यात आलेली आहे.

सार्वजनिक विश्वस्तव्यवस्थेचे नाव : Zonal Transplantation
Coordination Center, Aurangabad.

सार्वजनिक विश्वस्तव्यवस्थांच्या नोंदणी पुस्तकातील क्रमांक : E - 1298 (A. bad)
Dr. Sudhir Gajanan Kulkarni यांस प्रमाणपत्र दिले.

आज दिनांक 12 04.2016 २०१६

रोजी माझ्या सहीनिशी दिले.



सही [Signature] 12/4/16
सहायक सार्वजनिक आरंगबाद
पदनाम आरंगबाद प्रांतीय आरंगबाद



Certificate of Registration

It is hereby certified that the public trust described below have been duly registered under the Public Trusts Registration Office at Aurangabad Division, Aurangabad, under the Maharashtra Public Trusts Act, 1950 (Mumbai Act No. 29 of 1950).

Name of the public trust Zonal Transplataion coordination Center, Aurangabad.

Book No. E-1298 (A.bad) of Public Trusts Registration Book.

Dr. Sudhir Gajanan Kulkarni, Nephrology was handed over this certificate.


I issued this certificate with my signature on 12.04.2016 today.

Stamp/Seal

Sign

Asst. Charity Commissioner

Aurangabad Division

 <p style="text-align: center;">DIRECTORATE OF HEALTH SERVICES (MAHARASHTRA STATE) Health Building St. Georges Hospital Yard d'mello Road Mumbai 400 001</p>		
Office Director (Individual) Director General (Hospital - State Level) Co-Director (Primary Health District District Level) Co-director (non-communicable disease) Co-director (shopping room) Co-director (finance and establishment)	Telephone No 22621031-36 22621006 22611471 22620249 22621186 22626282 22626755	Website: https://maha-arogya.gov.in E-mail: dhs_2005@rediffmail.com Email: micell@rediffmail.com Fax No: 022-22621034/22620234(DHS) 022-226799044(Hosp) 022-22622155(CAO) 022-22703785(control Room) 022-22621047(NCD)
	Dialysis/Training/Section 3/2013 Date: 9/4/2013	

To,

Department Head, Nephrology Department,

K.E. M Hospital Mumbai, Nair Hospital, JJ Group Hospital, BJ Medical College Pune, K.E.M Hospital Pune, Super Specialty Hospital Nagpur, (GMC Nagpur) GMC Aurangabad, **MGM Aurangabad**,
Miraj Medical College, Medical Superintendent Super Specialty Hospital Amravati & Nashik.

Subject: - To train the Visitor / Medical Officer / Staff Nurse / Dialysis Technician in the Dialysis Unit being started at the District Hospital in the State.

References: - Ma. Letter No. of Directors D.M.E.R. All-Sense / Sense / Dialysis / Technician / Training / 4-3 dated 15/2/2013

Through the above reference day subject, you are informed that Dialysis Units will be started soon at all the District Hospitals / General Hospitals and Sub-District Hospitals in the state of Shegaon and Pandharpur / Nanded Women's Hospital. Prior to this, all those working in this unit need to have quality training. To decide on the training scheme and proper coordination with above designated major hospitals a meeting has been scheduled at the Directorate health services in Mumbai (eighth floor), Aarogya Bhawan on date 16. 4. 2013, at 3 o'clock with Nephrology unit heads of these Hospitals. However, you should attend this meeting.

Hon'ble Director, Medical Education will be present at this meeting.

The following topics will be discussed in this meeting

1. Date wise district wise and medical college wise training for physician staff nurses and technicians for the training of dialysis under the Public Health Department of the state will be planned and prepared models will be provided for the training.
2. There will also be other issues discussed during the training.

Invitees will be paid travel allowance and daily allowance through NRHM.

(Additional Director (Health Services)

(Hospital - State Level) Mumbai

Copy: - Deputy Director, Health Services, Circle (All) to inform and take further action.



Copy: - Principal, Family Welfare Training Institute (ALL) / All departments of the Department of Nephrology at the hospital / medical college in your area should be present at the meeting, as well as the names and contacts of all the department heads, nephrology related hospitals and medical colleges. / Tours should be reported to this office.

Copy submitted for information

District Surgeons Pune, Nagpur, Sangli, Aurangabad, Amravati, you are advised to inform the concerned.

Sample submission for copy information: -

1. Hon'ble Additional Chief Secretary, Public Health Department, Ministry, Mumbai-32.
2. Hon'ble Secretary-2, Public Health Department, Ministry, Mumbai-32.

  <p align="center">DIRECTORATE OF HEALTH SERVICES. (MAHARASHTRA STATE) Arogya Bhavan, St. George's Hospital Compound, P.D'Mello Road, Mumbai-400 001.</p>		
Office: Director(Personal) Jt. Director(Hospital) ADHS (THOA)	Tel.No. 22621031-36 22621006 22611471 22703861	Website : http://maha-arogya.gov.in Email : adhsboa@gmail.com Fax No. 022-22621034 / 22620234 (DHS) 022-22679044 (Hosp.) 022-22703861 (THOA)
No.DHS/THOA/MGM med College & Hosp,A'bad./Corneal TranspTeam/19. Date- 23/04/2019		

To,
Dean,

MGM Medical College & Hospital,
N-6, Cido, Aurangabad-431003..

**Sub:- Transplantation of Human Organ Act 1994 & Amendment 2011
Cornea Transplant Team**

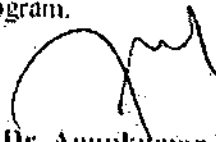
Ref:- Your application dtd. 15/01/2019

With reference to your application, the Cornea Transplant Team of specialists whose names have been sent to this office for the approval of the State Appropriate Authority under the provision of the Transplantation of Human Organs Act 1994, for the purpose of Cornea Transplantations operations in your hospital, the State Appropriate Authority herewith grants recognition to the Cornea Transplant Team of your hospital as shown as below. This is valid for the period of five years from the date of issue.

CORNEA TRANSPLANT TEAM

Sr.No.	Designation	Name of Consultant
1	Transplant Surgeon	Dr. Sarika Gadekar, Ophthalmologist
2	Transplant Anesthesiologist	Dr. Vasanti Kelkar, Anesthesiologist Dr. Ajita Annachaire (Dunk), Anesthesiologist Dr. Anuradha Jogdand, Anesthesiologist


- If any doctor resigns the institute, then intimate immediately to the Appropriate Authority.
- If any new doctor is joining to your institute, then before joining the team, the institute has to take the permission on behalf of the doctor from Appropriate Authority, without which the newly joined doctor cannot work in the transplantation program.



Dr. Anupkumar Yadav
Commissioner (Health & Family welfare)
and
Director Health Services, Mumbai



15/2/19

 DIRECTORATE OF HEALTH SERVICES. (MAHARASHTRA STATE) Arogya Bhavan, St. George's Hospital Compound, P.D'Mello Road, Mumbai-400 001.		
Office: Director(Personal) Jt. Director(Hospital) ADHS (THOA)	Tel.No. 22621031-36 22621006 22611471 22703861	Website : http://maha-arogya.gov.in Email : adhs@maharashtra.gov.in Fax No. 022-22621034 / 22620234 (DHS) 022-22679044 (Hosp.) 022-22703861 (THOA)
		No.DHS/THOA/MGM med.College & Hosp.A'bad./Corneal Transp.Reg'D- 29/19 Date-23/04/2019

To,
 Dean,
 MGM Medical College & Hospital,
 N-6, Cidco, Aurangbad-431003.

Sub:- Transplantation of Human Organ Act 1994 & Amendment 2011
 Cornea Transplant Registration

Ref:- Your application did. 15/01/2019.

With reference to your application, please find enclosed herewith the approval for following Committee.

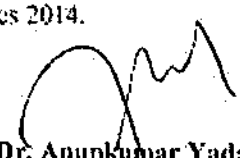
- 1) Certificate of Registration for Cornea Transplantation.
- 2) Approval for following committees
 - a) Cornea Transplant Team

You are instructed to affiliate your hospital with District Blindness Control Society & with Director Regional Organ & Tissue Transplant Organization (ROTTO) Mumbai & Director, National Organ & Tissue Transplant Organization (NOTTO) New Delhi for co-ordination of deceased (cadaver) donor organ transplant activities.

You should regularly submit monthly performance report in the prescribed format.

You are instructed to follow all the provisions in the Transplantation of Human Organs Act 1994 & Rules 1995; Transplantation of Human Organs (Amendment) Rules, 2008 and Transplantation of Human Organs (Amendments) Act, 2011 & Rules 2014.

Please acknowledge the same.


Dr. Anup Kumar Yadav
 Commissioner (Health & Family welfare)
 and
 Director, Health Services, Mumbai

- C.C.to: 1) Joint Director Health Services (NPCB) Mumbai.
 2) Secretary, Regional Organ & Tissue Transplant Organization K.E.M. Hospital Parel Mumbai.
 3) Director, National Organ & Tissue Transplant Organisation, 4th & 5th Floor, NIOP Bldg., Safdarjung Hospital, New Delhi-110029.





Government of Maharashtra

FORM 16

**CERTIFICATE OF REGISTRATION FOR PERFORMING ORGAN/TISSUE
TRANSPLANTATION/RETRIEVAL AND OR TISSUE BANKING**

[Refer Rule No. 24(2)]

This is to certify that **MAHATMA GANDHI MISSION MEDICAL COLLEGE & HOSPITAL** Hospital/Tissue Bank located at **N-6, CIDCO, AURANGABAD-431003** has been inspected and certificate of registration is granted for performing the organ/tissue retrieval/Transplantation/Banking of the following organ(s)/tissue(s) (mention the names) under the Transplantation of Human Organ Act, 1994(42 of 1994):-

1. CORNEA TRANSPLANT CENTRE


This certificate is valid for a period of five years from the date issue.

This permission is being given with the current facilities and staff shown in the present application form. Any reduction in the staff and /or facility must be brought to the notice of the undersigned.

Place:- Mumbai

Date :- 23/04/2019




Signature of Appropriate Authority

समुचित प्रधिकरण
Seal.....

संचालक आरोग्य सेवा,
महाराष्ट्र राज्य, मुंबई



Government of Maharashtra



Office of the Appropriate Authority

Certificate of Registration

No. DHS/THOA/MGMMEDCOLL/EDC/F.No /D-20/2015

This is to certify that MAHATMA GANDHI MISSION, MEDICAL COLLEGE & Hospital located at CIDCO, AURANGABAD has been inspected by the Appropriate Authority and certificate of registration is granted for performing the organ transplantation of the following organs:-

1. EYE DONATION CENTER

2. _____
3. _____
4. _____



This certificate of registration is valid for a period of five years from the date of issue.

Mumbai:

Date: 05/08/2015

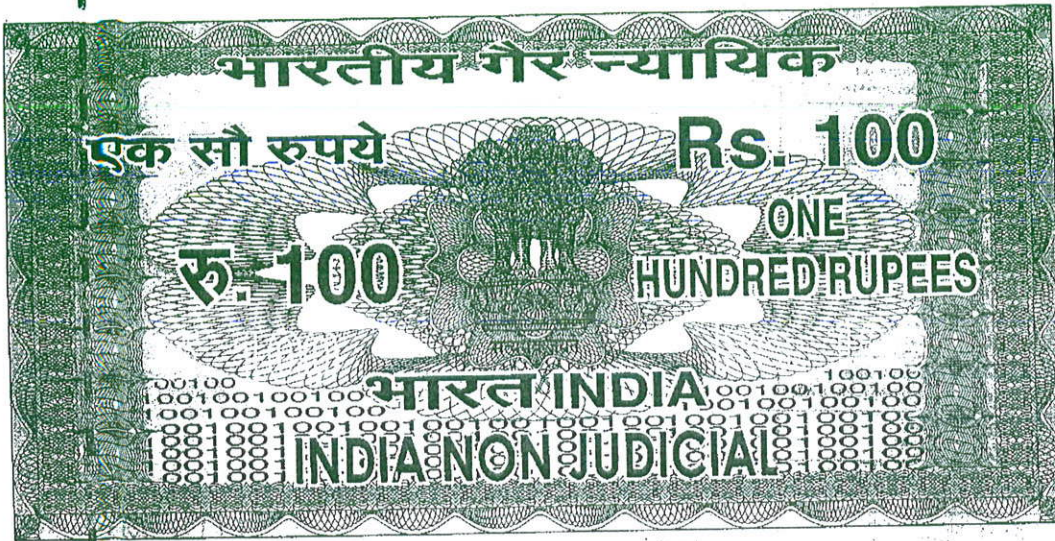


Appropriate Authority
and

Director Health Services,
Maharashtra State, Mumbai

समयानुसार प्रतिक्रिया

महाराष्ट्र आरोग्य सेवा,
महाराष्ट्र राज्य, मुंबई



महाराष्ट्र MAHARASHTRA

2015

NA 438353

पुरवठाखास दिनांक
डपकोषागार प्रथम नक्ष-पनयेल,
वि. रायगड

9 OCT 2015

नपकोषागार अधिकारी
रायगड



Surgery, Navi Mumbai

AGREEMENT

By and between

Maaya Foundation
(hereinafter called "MF")
#117, 13th Main Road, Sector 5, HSR Layout, Bangalore - 560102
Karnataka State (India)

and

MGM Institute of Health Sciences
(Deemed University under Section 3 of UGC Act, 1956)
(Hereinafter called 'MGM Institute')
MGM Educational Campus, Sector 1, Kamothe,
Navi Mumbai - 410 209, Maharashtra State (India)



Dean

MGM Medical College, Navi Mumbai

Dean

MGM Medical College & Hospital
Navi Mumbai - 410209

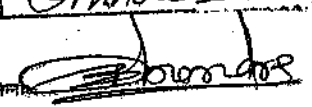
Concerned

The Care of Children with Craniofacial Deformities and Cleft Lip and Palate



Received
from
MGM
2 sets
18/11/15

PROFESSOR & ~~NTI~~ HEAD
Department of Surgery
MGM MEDICAL COLLEGE & HOSPITAL
Kamothe - 410 209 Navi Mumbai

प्रकार / अनुसूची क्रमांक Nature of Document	Agreement
क्या नोटणी करणी आवश्यक है / Whether it is to Register	Yes
नोटणी होणाऱ्या व्यक्तीचा व्यक्तिगत विवरण (If Registrable Name of S.R.O.)	Kamofae
विषयवस्तूचे वर्णन (Property description in brief)	
प्रत्येकी रक्कम (Consideration Amount)	
पुस्तक विक्रेता व्यक्तीचे नाव (Stamp Purchaser Name)	M.G.M. Institute of Health Science
पुस्तक विक्रेता व्यक्तीचे पत्ता (Name of other Party)	maayq foundation
द्वारे इतर व्यक्तीने पत्र व पत्ता (through other person Name & Add)	sushant shinde
पुस्तक शुल्क रक्कम (Stamp duty amount)	100/-
पुस्तक विक्री नोद वही अनुक्रमांक / दिनांक (Serial No. / Date)	12029
पुस्तक विक्रेता व्यक्तीचे स्वाक्षरी (Stamp Purchaser Sign.)	Shinde
सौ. धर्मशी सुरेश कोटे पुस्तक विक्रेता क्र. 10/1996-97 मार्फत नं. 1, सईधारा कॉम्प्लेक्स, पहिला मजला सेक्टर-4, छिंदी कोवली, भवने प्रन्वेल (प)	
अशा कागदासाठी ज्यांना पुस्तक विक्री केला त्यांनी त्यांचे स्वाक्षरी व पुस्तक विक्री केलेल्यामुळे याद्वारे कागदाची वैधता मिळते असे	

17/11/2018



RECITALS

- A. 'MF' is a non-profit organization. The main objective of MF is to treat, with surgery of the highest standard, poor and needy persons throughout India who are suffering from congenital and facial deformities like Cleft Lip, Cleft Palate, Craniofacial deformities, etc., which affect then not only cosmetically but also functionally and psychologically.

For that purpose Maaya Institute for Skull and Facial Deformities intends to fund the Craniofacial and Cleft Surgeries at 'MGM Institute'.

- B. MGM Institute of Health Sciences, Kamothe, Navi Mumbai – 410 209 is established as Deemed to be University under Section '3' of UGC Act, 1956 vide Government Notification No. F.9-21/2005-U.3 (A) dated 30.08.2006 issued by the Government of India, Ministry of Human Resource Development, Department of Higher Education, New Delhi. MGM Institute of Health Sciences is also registered under the Societies Registration Act, 1860 and BPT Act of 1952.



MGM Medical College & Hospital, Kamothe, Navi Mumbai is a well established constituent unit of 'MGM Institute' mainly catering to Health Care activities in Navi Mumbai and in the rural areas nearby.

MGM Hospital, Kamothe is well equipped with 750 bedded hospital with all in-house modern and latest facilities in Health Care.

- C. The parties, therefore, to the extent feasible desire to enter into a co-operative, joint effort ('the Collaboration') to substantially increase the number of Craniofacial and Cleft reconstruction surgeries, through financial, technical and other support from 'MF'.

- D. The purpose and details of the collaboration are described in Attachment 'A'

I. OBJECT OF THE AGREEMENT

The object of this agreement is to spell out the conditions of the cooperation between the parties and of the support and assistance provided by 'MF'.

The contribution of MF to the cooperation consists in bearing the costs and expenses for the medical treatment and care of a certain number of persons suffering from congenital and facial deformities, who lack the means to pay these costs.

II. TERM AND EFFECTIVE DATE

Funding of the collaboration shall begin as on April 1, 16 (the 'Effective Date') and shall continue until March 31, 2020 (the 'Funding Period'), unless extended or terminated as provided in the Renewal or Termination sections below.

III. OBLIGATIONS OF THE PARTIES

A. MGM INSTITUTE OF HEALTH SCIENCES ('MGM INSTITUTE')

1. 'MGM Institute' shall engage surgeons empanelled by 'MF' (Refer Attachment 'C') as panel consultants and provide in house anaesthetists. In the event of complex surgeries or in house anaesthetists are unavailable, 'MF' shall engage services of anaesthetists empanelled by 'MF' who shall be panel consultants of 'MGM Institute' with prior approval of 'MGM Institute'.
2. "MGM Institute" shall make a full and thorough review of available resources from all departments of MGM Medical College Hospital, Kamothe, Navi Mumbai - 410209 and MGM Dental College and Hospital, Kamothe, Navi Mumbai as promised to 'MF' at the time of preliminary medical inspection. A consultation room for the purpose of the use of 'MF' Consultants and Speech Therapist will be provided, subject to availability.
3. Care of patients 'MGM Institute' in collaboration with the surgical team, will follow guidelines & protocols (Attachment E) laid down by 'MF' in selecting patients for treatment, using methods of treatment & necessary documentation. ('SAFETY AND QUALITY IMPROVEMENT PROTOCOL INCLUDING INSURANCE').
4. 'MGM Institute' shall provide 'MF' with complete patient information for each surgical case conducted through funding of the collaboration. 'MGM Institute' shall provide these completed records to 'MF' on a continuous basis.
5. 'MGM Institute' will submit monthly statement signed and sealed by the concerned authority for the cases conducted for which complete information has been supplied by 'MGM Institute' in detail and format prescribed (Attachment F) by 'MF'.
6. Immediately following 'the Effective Date, 'MGM Institute' will implement credentialing and monitoring procedures in accordance with



'MF's Safety and Quality Improvement Protocol (Attachment G).

'MGM Institute' acknowledges that -

- (i) 'MF' has developed the Protocol for the express purpose of ensuring and maintaining high safety standards, quality improvement and quality control
- (ii) The adoption and continued implementation of the Protocol by 'MGM Institute' is a condition to 'MF's obligations hereunder. In the event that any patient is harmed in any manner that is not in the ordinary course of cleft and craniofacial operations (Sentinel Event: death of the patients), 'MGM Institute' will immediately notify 'MF' of such event and
- (iii) Implement the review process (Attachment G) set forth by 'MF' for Sentinel Event Protocol. As part of the Protocol, 'MGM Institute' specifically undertakes to report all sentinel events within 24 hours of the event's occurrence using 'MF's Reporting Form.

7. On a semi-annual basis, 'MGM Institute' shall meet with the representatives of 'MF' to evaluate the progress of the Project. At the time of each meeting, 'MGM Institute' will provide 'MF' with a narrative report, based on the case sheets and cases done by 'MF' surgeons documenting the progress of the collaboration. Included in this report should be a monthly breakdown of the number of surgeries performed, split up the categorization of surgical treatment. The parties will agree upon the date and time of each of the meetings.

8. 'MGM Institute' agrees to participate in 'MF' CLP Database (A free, global, cleft and craniofacial care database) by submitting the completed patient record information, which includes the patient consent form to share this information(which will be filed at the 'MF' office), besides the surgery.

At the conclusion of one year, 'MGM Institute' will submit a written report that includes progress of the Project to date and outlining the specific programs planned for the coming year.

At the end of one year, a duly authorized representative of 'MGM Institute' shall provide to 'MF' a certificate confirming the use of the Funded Amount.

B. MAAYA FOUNDATION ('MF')

1. 'MF' will contribute financial support as per Attachment 'B'.



2. The funded Amount will be for the exclusive services provided by 'MGM Hospital', such as infrastructure & clinical support services. 'MGM Hospital' shall prefer invoice on a monthly basis, by 5th of the succeeding month. All payment of the month in concern will be made at the end of the succeeding month. The payments shall be made in the name of 'MGM Hospital', Kamothe, Navi Mumbai – 410209.
3. 'MF' will provide 'MGM Institute' with a team of empanelled surgeons to conduct surgeries after accreditation by 'MGM Institute'.
4. 'MF' will provide guidelines and protocols (Attachment H) for treatment & management of patients & patient services.
5. 'MF' shall ensure that patients are operated at the earliest.



C. DISPUTES

All disputes relating to this agreement shall be subject to the jurisdiction of Courts at Mumbai only.

IV. REPRESENTATIONS OF THE PARTIES

A. 'MGM INSTITUTE'

'MGM Institute' is validly existing and in good standing duly registered under Societies & Trust Act, and has the requisite authority to carry on its activities as of now being conducted. Any changes to this status shall be reported immediately to 'MF'.

B. 'MF'

'MF' is not-for-profit Trust, as defined by Indian Societies and Trusts Act, duly registered, validly existing and in good standing under the laws of India and has the requisite corporate authority to carry on its business as of now being conducted. Any change to this status shall be reported immediately to 'MGM Institute'.

V. RENEWAL

At the review at the end of the financial year, which will be on a yearly basis, representatives from 'MGM Institute' and 'MF' will meet to assess the progress of funding efforts. The decision to continue the project will be in consultation with both the said organizations involved – 'MF' and 'MGM Institute'. A minimum of 90 days notice is to be issued if either 'MF' or 'MGM Institute' wishes to terminate the agreement.



VI. INFRASTRUCTURE REQUIREMENTS

Services to be provided by 'MGM Institute' for each patient at Charitable Ward Rates:-

1. Admission / Case Sheet
2. All routine investigations (As necessary) – Blood tests, ECG, Electrolytes, Serology, Chest X-Rays
3. Paediatric review (as required)
4. Physician review (as required)
5. ENT review (as required)
6. O.T. procedure
7. Available ICU facilities
8. Concessional / Charitable Ward stay as required
9. Suture removal / Sedation / O.T.
10. Medicines



VII. PUBLIC RELATIONS

'MF' reserves the right to publicize the cooperative efforts between the two parties through the use of literature, photographs, video film production and other media. 'MF' will also issue press releases and have the option to hold press conferences to announce the project and its progress only over the duration of the funding period. Both parties agree to be receptive to assisting in each other's efforts for publicity and / or additional fund raising. 'MGM Institute' acknowledges that the words 'Maaya' and the logo of 'MF' are the exclusive intellectual property of 'MF'.

The parties agree that all rights of and for publication of every kind and nature concerning the co-operation between them lie with both 'MF' and 'MGM Institute' (e.g. Photographs, Press, TV, Radio, Internet, Video). They will aid one another in its efforts to publish its mutual activities. They grant each another, without prior consent, authority to use its name and / or corporate logo when publishing their co-operation only during the funding period or the duration of the project.

'MGM Institute' agrees to refer in its own publications to the cooperation with 'MF'.

'MGM Institute' will affix or display at an appropriate place a name plate at a place and of a size considered appropriate by 'MGM Institute' with the following inscription:-





MAAYA FOUNDATION

Looking good. Seriously



MGM INSTITUTE OF HEALTH SCIENCES

India's first and only charity for skill & facial deformities

Conducted By

MGM Institute of Health Sciences, Navi Mumbai

in collaboration with

Maaya Foundation's

"Maaya Institute for Skull and Facial Deformities"

VIII. PROJECT MANAGEMENT & ADMINISTRATION

'MGM Institute' will report all clinical & administrative matters to the Centre Director of the Craniofacial Project. Dr. Krishna Shama Rao who will work with Dr. Gaurav Shekhar Deshpande from 'MGM Institute' who will be responsible for services provided, management of the centre, for communication and collaboration with MF.

Similarly, Dr. Rasika R. Jagtap from 'MGM Institute' who will be complete responsible for services provided, management of the centre for communication and collaboration with 'MF' will report all clinical and administrative matters to the Centre Director of the Cleft Project – Dr. Chetana.



IX. LIABILITY

Surgeons of MF', Anaesthetists of 'MF' and 'MGM Institute' and other medical professions working for the 'MF' project from 'MGM Institute' will assume liability for all medical treatment, interventions.

'MGM Institute' agrees, during and after termination to indemnify 'MF', its affiliates, members, officers, directors, employees, agents and representatives (each such person, an "indemnified Party") against all losses, damage, liability and expenses incurred as a result of a violation of this agreement and from all claims, damages, causes of action or suits of any persons arising from medical treatment, intervention and care and from all acts and omissions in connection with the performance of this agreement, except to the extent 'MF' surgeons / anaesthetists are legally liable for the operation done and treatment given by them.





"MGM Institute" shall be solely responsible for compliance with all laws, statutes, ordinances, orders or codes of any public or governmental authority pertaining to this agreement, and for payment of all taxes, permits, license and registration fees and other charges or assessments arising out of the establishment and operation of the co-operation. Both 'MF' and 'MGM Institute' are indemnified from the said responsibilities.

X. TERMINATION

- A. This agreement may be terminated by either party without assigning any reasons, by giving 90 days notice of its intention to do so, in writing to the other or at the end of the period of this agreement, if not renewed.
- B. Notwithstanding the above, either party reserves the right to terminate this agreement by giving one month's notice (30 days), at its sole discretion, in the event of fraud, gross violation of medical standards or willful and malafide misrepresentations of facts.
- C. This agreement shall also stand terminated forthwith if so directed by any statutory body or government department acting within the framework of the law.
- D. On the termination of this agreement, 'MGM Institute' shall return all records, publicity material, brochures, etc., pertaining to the Project, and furnish to 'MF' a full accounting of the disbursement of funds and expenditures incurred under the grant up to the effective date of termination.
- E. All equipments that may be funded by MF for the Maaya Institute for Skull and Facial Deformities at 'MGM Institute' shall remain the property of 'MF'. In the event that the collaboration stands terminated, 'MF' reserves complete rights to repossess the said equipments & instruments and re-deploy it to another Centre.
- F. On termination 'MF' shall pay the unpaid balance of all expenses incurred by 'MGM Institute' as agreed by 'MF' for funding.

XI. AMENDMENT

This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, 'MGM Institute' and 'MF'.

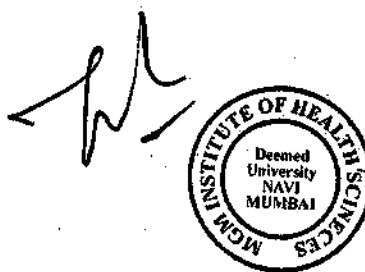


XII. NON DISCLOSURE

The contents of this agreement are privileged and confidential, and both parties undertake not to divulge the same to any third party without the prior, express written permission of the other. The only exceptions to this will be their duly appointed legal attorneys and advisors, or duly empowered statutory bodies and government agencies acting within the requirements of the law. Both parties also undertake to institute all reasonable steps to ensure that the confidentiality is maintained within their respective organizations.

XIII. OTHERS

- A. This agreement is on a 'principal-to-principal' basis and it does not confer any right to either party to represent the other, act on its behalf as its agent or authorized representative, issue public statements, make commitments of any kind or claim any relationship beyond the one provided in the agreement. It is explicitly acknowledged by both parties that the collaboration does not constitute a partnership.
- B. In the event of any dispute arising out of this agreement, both parties accept and acknowledge that the laws of India shall apply, and the same shall be resolved by arbitration as per the Arbitration and Reconciliation Act 1996.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates written below:

FOR MAAYA FOUNDATION

Jan 18/11/15

**MR. SHIVA GANESH
CHAIRMAN**

**MRS. RASHMI K. RAO
COO**

Seal:



Dated: _____

Place: _____

Witness No. 1

Full Name: _____

Signature: _____

**FOR MGM INSTITUTE OF HEALTH
SCIENCES**

[Signature]

**DR. SUDHIRCHANDRA N. KADAM
VICE CHANCELLOR**

[Signature]

**Prof. Z. G. Badade
Registrar,**

MGM Institute of Health Sciences

Seal : Kamothe, Navi Mumbai-401209



Witness No. 2

**Full
Name:** _____

Signature: _____

ATTACHMENT: "A"

PROJECT SUMMARY

Title of Project: MF – Craniofacial and Cleft Programme at 'MGM INSTITUTE'.

Project Description / Objectives:

It is estimated that approximately 60,000 children are born with this birth defect in India each year. A large majority of these children (estimated at 80%) grow into adulthood without receiving any reconstructive surgery for want of money. The goal of the MF Cleft Programme at 'MGM Institute' is to perform significant number of cleft reconstructive surgeries and craniofacial surgeries by providing a full and comprehensive rehabilitation package of services to as many affected children as possible.

Funding support to achieve this objective will be provided by MF as part of its global commitment to helping children born with cleft lip and cleft palate. Surgeries will be conducted through the 'MGM Institute'

It is estimated that as a result of this funding, at least 300 reconstructive surgeries that include cleft / craniofacial surgeries will be performed per financial year. The financial support for surgeries is further outlined in Attachment 'B'. If it is anticipated that the actual number of cases is likely to exceed these projections, a prior written request for additional funding based on the same formula and on the same terms will be favorably considered, but approval shall be at the sole discretion of MF.

FOR MAAYA FOUNDATION

MR. SHIVA GANESH
CHAIRMAN

MRS. RASHMI K. RAO
COO

SEAL:



FOR MGM INSTITUTE OF HEALTH
SCIENCES

Dr. SUDHIRCHANDRA N. KADAM
VICE CHANCELLOR

DR. Z.G. BADADE
REGISTRAR
Prof. Z. G. Badade
Registrar,
MGM Institute of Health Sciences
Kamothe, Navi Mumbai-401209

SEAL :



ATTACHMENT: "B"

SCHEDULE OF FUNDING SUPPORT BY CATEGORY OF SURGERY

FINANCIAL SUPPORT STRUCTURE:

Category	INTERVENTION / TYPE OF SURGERY PAYMENT IN INDIAN RUPEES / PER SURGERY			
	CLP (SIN)	CLP (DIN)	MAXILLO- FACIAL	CRANIO- FACIAL
Hospital	14,000.00	17,000.00	30,000.00	
Orthodontics / Dental	1,000.00	3,000.00	3,000.00	
Speech Therapy	200.00	200.00	200.00	
Patient Transport	600.00	600.00	600.00	
Patient Welfare	500.00	500.00	500.00	
Project Manager	1,000.00	1,000.00	1,000.00	
Search & Awareness	1,200.00	1,200.00	1,200.00	
Total	18,500.00	23,500.00	36,600.00	95,000.00

FOR MAAYA FOUNDATION

**MR. SHIVA GANESH
CHAIRMAN**

**MRS. RASHMI K. RAO
COO**

SEAL:



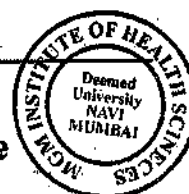
**FOR MGM INSTITUTE OF HEALTH
SCIENCES**

**Dr. SUDHIRCHANDRA N. KADAM
VICE CHANCELLOR**

**DR. Z.G. BADADE
REGISTRAR**

**Prof. Z. G. Badade
Registrar,
MGM Institute of Health Sciences
Kamothe, Navi Mumbai-401209**

SEAL :



EMPANELMENT OF SURGEONS

The following surgeons have been empanelled by the Medical Advisory Board of MF.

Prof. Dr. Krishna Shama Rao – Craniofacial Surgeon
 Dr. Chetana K – Maxillofacial Surgeon
Dr. Gaurav Shekhar Deshpande- Maxillofacial Surgeon
 Dr. Rolson Sandeep Kumar – Maxillofacial Surgeon
 Dr. Arvind Bhateja –Neuro Surgeon
 Dr. Banu Prakash – Neuro Surgeon
 Dr. Kiran Prasad - Anaesthetist
 Dr. Bhagyashree - Anaesthetist
 Dr. Suhas Prabhakar - Surgical Fellow
 Mrs. Rashmi K Rao – Speech Therapist

The additions of care providers for each specialty from 'MGM Institute' shall be updated in subsequent agreement, once nominated by 'MGM Institute'.

FOR MAAYA FOUNDATION

MR. SHIVA GANESH
CHAIRMAN

MRS. RASHMI K. RAO
COO

SEAL:



FOR MGM INSTITUTE OF HEALTH SCIENCES

Dr. SUDHIRCHANDRA N. KADAM
VICE CHANCELLOR

DR. Z.G. BADADE
REGISTRAR

Prof. Z. G. Badade
Registrar,
MGM Institute of Health Sciences
Kamothe, Navi Mumbai-401209


SEAL :



ATTACHMENT : "D"

The nominated care providers for each speciality from 'MGM Institute of Health Sciences' Navi Mumbai are:-

1. Dr. Gaurav Deshpande - Oral and Maxillofacial Surgery
2. Dr. Jyotsna S. Galinde - Oral and Maxillofacial Surgery
3. Dr Rasika Jagtap Deshpande - Periodontics and Oral Implantology
4. Dr Sachin Doshi - Orthodontics.
5. Dr Sabita Ram- Prosthodontics
6. Prof. Dr. Ashok Kumar - Neuro Surgery
7. Dt. Neeraj Patni - General Surgery
8. Dr. Deepika Sathe - Anesthesiology
9. Mrs. Bhavna Lala - Audiometrist & Speech Therapist



Dr. Z.G. Badade
Registrar
MGM Institute of Health Sciences

Prof. Z. G. Badade
Registrar,
MGM Institute of Health Sciences

Seal: Kamothe, Navi Mumbai-401209



GUIDELINES AND PROTOCOLS FOR PATIENT CARE

Cleft Lip and Palate and Maxillofacial Surgery patients will be selected by the In-charge of the particular cleft center, but all Craniofacial surgery cases will have to be pre-approved by the medical director of Maaya Foundation in advance.

1. Clinical Photographs, necessary facial scans, investigations will have to be performed before the craniofacial surgery cases are sent to the Medical Director for approval.
2. Children undergoing surgical repair to clefts will be accommodated in a children's surgical environment at, to reduce the risk of transmission of infection by children admitted as medical emergencies.
3. The inpatient area should be fully staffed by RSCN trained nurses.
4. Resident paediatric, surgical and anaesthetic staff who are experienced in the management of fluid balance, pain control, airway and respiratory problems must be available at all times on both sites.
5. Ideally there should be a Paediatric Specialist Registrar resident on the unit or rapidly available on call.
6. Together with the surgeon, the peri-operative care of children should be the responsibility of anaesthetists trained in paediatric anaesthesia and the facilities of a Paediatric Intensive Care Unit (PICU) should be easily available with a protocol for the transfer of the few patients who will need paediatric intensive care.
7. There should be adequate opportunity to assess the child prior to surgery and there should be appropriate facilities and equipment available for postoperative monitoring.
8. Appropriate facilities for parents, cares and children are essential. Some will have travelled very long distances to the centre for treatment: it is essential that facilities are available both for parents and for other appropriate family members. These will include accommodation, parking, food, laundry and be in accordance with those expected at the tertiary centres. Overnight accommodation should be guaranteed for a minimum of one, but preferably both parents.
9. All parents will be informed about the hospital travel costs scheme. A designated member of the team (staff) should inform patients about benefits and other assistance which may be available to them.



Dr. Z.G. Badade
Registrar
MGM Institute of Health Sciences
Prof. Z. G. Badade
Registrar,
MGM Institute of Health Sciences
Seal: Kamothe, Navi Mumbai-401209



SAFETY AND QUALITY IMPROVEMENT PROTOCOLS

Safety Protocols:

The following essential items should be present at all times during and post-surgical procedures.

1. Oxygen:

The Anaesthetist is to confirm prior to the start of any surgery that a separate reserve oxygen supply is in place for and dedicated to each operating table. A reserve supply, an average of a tank per 2 – 3 beds, must also be available in the Recovery Room. A reserve supply of one tank per ward must also be available in Post-Operative areas.

2. Blood:

The surgeon has to confirm the blood group of all cleft palate, Maxillofacial and Craniofacial Surgery patients and adequate blood of the patient's group has to be reserved on the day of the surgery, in case need be.

3. Emergency Drugs:


The Anaesthetist should confirm before the start of the surgery, the availability of adequate stock of emergency and life-saving medicines. The paediatrician can also help the Anaesthetist in arranging the drugs. The Nurse In-charge should inspect all drugs on routine basis to check for expiry and replace the drugs after the expiration date.

4. Post-operative management:

Rigorous monitoring of the patient in the recovery room and post-operative wards is mandatory. The recovery room nurse must be qualified in paediatric advanced life support, in case of emergency. The recovery room and post-operative ward must be equipped with a monitor capable of pulse oximetry and a suction machine for the exclusive use of post-operative patients.

5. Sterilization:

All instruments that will be used for surgery and post-operative care must be sterile. The surgical instruments should be autoclaved using indicator strips to confirm the sterility. All procedures should be followed using aseptic principles in accordance with the Universal policy of asepsis.



Prof. Z. G. Badade
Registrar,
MGM Institute of Health Sciences
Kamothe, Navi Mumbai-401209
Dr. Z.G. Badade
Registrar
MGM Institute of Health Sciences

Seal:



Guidelines and Protocols for Treatment and Management of Patients and Patient services

1. **Age:** Patient should be at least 6 months of age for cleft lip surgery and 12 months for cleft palate. Maxillofacial and Craniofacial surgery patients can be younger if the Medical Director of Maaya foundation has approved the case and Anaesthesiologist are competent to manage the patient. In such case Anaesthetist trained in paediatric anaesthesia is highly recommended.
2. **Surgery selection:** Cleft patients will be selected by the In-charge of the particular project. Maxillofacial and Craniofacial Surgery patients will have to be pre-approved by the Medical Director.
3. **Scheduling:** Patients younger than 2 years will be posted early in the day. If two patients of same age are present, then cleft palate should be given preference. Cleft palate patients should be avoided as last patients of the day, if possible. When scheduling Maxillofacial and Craniofacial surgery patients, a bed must be reserved in the paediatric ICU. The paediatric intensivist must be informed in advance for post-operative management.
4. **Patient factors:** The minimum weight of the patient for cleft lip surgery should follow the WHO guidelines. The patient should be at least two SD from normal. Any patient below this recommended range should be enrolled in the nutrition program and surgery deferred until adequate weight and Hb is attained. In case of low Hb, the patient will be counselled by the Paediatrician and relevant medications to improve the Hb will be given to the patient. The patient has to be followed up at regular intervals to check for the increase in Hb. Under NO circumstances should Pre-operative blood transfusion to improve Hb be administered. Blood transfusion should be limited to post-operative patients in whom excessive blood loss has happened during the surgery.
5. **Surgery Technique:** The attending surgeon will be the best guide on the selection of the technique of the surgery. If the surgeon is not credentialed or is a trainee, the in-charge of surgery should be making the decision and the surgeon will operate under complete and direct supervision. Maaya Foundation will NOT take responsibility of the surgery if not performed by a Maaya Foundation empanelled Physician.
6. **Postoperative Medications:** The In-charge of the particular cleft and craniofacial project will decide on the use of post-operative medications. This includes, antibiotics, analgesics and other medications as necessary.


Prof. Z. G. Badade
 Registrar,
 MGM Institute of Health Sciences
 Kamothe, Navi Mumbai-401209
 Dr. Z.G. Badade
 Registrar
 MGM Institute of Health Sciences

Seal:







Govt. of Maharashtra, Health Services
Jt. Director of Health Services (Leprosy & TB)

"AROGYA BHAVAN" Opp. Vishrantwadi Police Station,
 Alandi Road, Yerwada, Pune-411006.



Jt. Director - ☎ (020) 26686955 Dy. Director - 26686951 Office - 26686952-54 Fax - 26686956	 	Section wise e-mail TB section- stomh@rntcp.org Lep section - jtlepnms@rediffmail.com Est section - jdhsest99@gmail.com
		No. Jt. DHS/TB&L/ Desk- RNTCP/TB/ 7405-10 /18 Date 19/5/2018

To,
 The Dean,
 Mahatma Gandhi Mission Medical College,
 Navi Mumbai

Respiratory Medicine, Navi Mumbai

Sub:- Sanction of grant-in-aid for the Operational Research proposal under RNTCP.

Ref:- The State Operational Research Committee meeting held on 26th September, 2017 at Disha Hall, Parivartan Building, Arogya Bhavan, Pune.

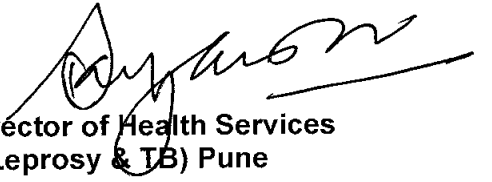
The following Operational Research proposal submitted by the Principal Investigator (PI) of your institute was discussed in State Operational Research Committee Meeting held on 26th September, 2017 under RNTCP and it has been approved.

Sr. no	Name of the PI	Name of the Department & Medical College	Topic
1	Dr. P. V. Potdar, Principal Investigator	Department of Respiratory, MGM Hospital, Navi Mumbai	Study, evaluate and analysis of MGM - TB detector system

The Principal Investigator (PI) will sign a Memorandum of Undertaking (MOU) with the TB programme manager on behalf of the society for the release of funds. The MOU will include the objects for which he will utilize the funds and the timeline for the study. It will also include the commitment from him to return the funds if the study cannot be taken up due to any reason, and other relevant causes. Funds will be released on the name of the institution of the Principal Investigator, so that the College / Department can ensure the study of its completion / return the funds in the event that the Principal Investigator is moved from the college during the course of the study.

A Grant-in-aid of **Rs. 2,00,000 (Rs. Two lac only)** for the above OR proposal will be released from the "Medical College Budget Head" from RNTCP funds by City TB Officer, Navi Mumbai Municipal Corporation 50% of the grant-in-aid will be released initially and remaining 30%

after receiving the report of data analysis and 20% will be released after receipt of the four hardcopies of the final documents.


Joint Director of Health Services
(Leprosy & TB) Pune

Copy to –

1. The CTO Navi Mumbai– To follow up with the respective medical college & Principal Investigator and release the grant-in-aid amount of Rs. 2,00,000 (Rs. Two lac only) from the "Medical College Budget Head" from RNTCP funds as per the guidelines.
2. Dr. P. V. Potdar, Principal Investigator, Department of Respiratory, MGM Hospital, Navi Mumbai
3. The RNTCP Medical Consultants by email – mhconsultants@rntcp.org
4. The OR Committee Members (All)

Copy with complements to –

Dr. Babaji Ghewade, Chairman State OR Committee, Maharashtra & Professor Respirator Medicine, Chief Medical Superintendent, Acharya Vinoba Bhave Rural Hospital and Jawaharlal Nehru Medical College, Wardha



महाराष्ट्र MAHARASHTRA

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AB 905158

महाराष्ट्र, दि. ०८/११/२०१७
राज्यपालक अतिरिक्त
मुख्यमंत्री - रावराज



8 NOV 2017

MEMORANDUM OF UNDERSTANDING

Between

Chief executive officer, Zila Parishad Raigad & District Revised National Tuberculosis Control Programme society, District Raigad

AND

MGM Medical College Hospital, Kamothe

This MOU is executed on 15th December 2017 between Chief executive officer, Zila Parishad Raigad & District Revised National Tuberculosis Control Programme society, District Raigad having its office at In front of Civil Hospital, Alibag (Hereinafter called "the Grantor", which expression shall unless exclude by or repugnant to the context include its successors in-interest, executors, administrators and legal representatives) And MGM MEDICAL COLLEGE



Dean.

M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209

Dean

MGM Medical College, Navi Mumbai

Dean.

M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209

जोड पत्र-2/Annexure-II

अ. क्र. 1815/ मु. र. रक्कम 500/- दि. 16/11/2017

दस्ताचा प्रकार MOO

दस्त मोदणी करणार आहेत का हाय / नाही

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव MGM Medical College & Hospital

दुसऱ्या पक्षकाराचे नाव District Tuberculosis office Raigad

हस्त व्यक्तीचे नाव व पत्ता Vishal

मुद्रांक विकत घेणाऱ्याची सही [Signature]

सौ. धनश्री एस. बोर्डे [Signature]

ऑफिस नं.1, साईशरण कॉम्प्लेक्स,

1ला मजला, सेक्टर-8, खांदा कॉलनी,

बकीन एनवेल(प.) डि. रायगड

परवाना क्र. -7/1996-97

ज्या कारणासाठी ज्याने मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे

HOSPITAL, KAMOTHE hence forth referred to as PPP Partner, having its office at Plot No 1&2, Kamothe, Navi Mumbai acting through its Hereinafter called "**the Grantee**", which expression shall unless excluded by or repugnant to the context include its successors it, interest, executors, administrators and legal representatives).

WHEREAS the Grantor plans to implement "RNTCP (Revised National TB Control Programme) ie DR TB center with Indoor & Outdoor facilities through Grantee on partnership (PPP partener).

AND WHEREAS the Grantor has agreed to engage the services of the Grantee, subject to terms and as hereunder.

1. **DRTB center (under):** The activities would be implemented in the District/s of **Raigad & Navi Mumbai , Maharashtra** for performance of the following activities in accordance with RNTCP policy;

2. Project Location

The PPP Partner would be providing the services as specified above at the following location/ (s) as decided in consultation with concerned CTO/DTO

- a. Urban/ Rural: **Urban/ Rural**
- b. District/ TU/ Block/ (s): **Raigad & Navi Mumbai**
- c. Urban Wards/ Panchayats covered: Yes
- d. Population Covered: App. 40 lacs

3. Period of Co-operation:

The PPP Partner agrees to perform all activities outlined in the guideline for partnerships in above mentioned area. The duration of cooperation will be from day signing of MOU or the day of the starting the activity / function whichever is later.

Contract is signed for a period of three year 15th December 2017 to 14th November 2020, renewable as per the needs of the programme, subject to satisfactory performance. The contract can be terminated by the District Health Society/ State Health Society or the PPP Partner any time with one month prior notice by either side.

4. Terms, conditions and specific services during the period of the MOU.

A. **The District Health Society shall** (please strike out whichever is not applicable)

- i. Provide financial and material support to the PPP for carrying out the activities as mentioned in the partnership guideline.



District Executive Officer
Raigad Zilla Panchayat, Raigad



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M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209

ii. Provide relevant copy of technical guidelines, updates, manuals & circulars, etc.)

iii. Provide RNTCP drugs, logistics and laboratory consumables for use as per RNTCP policy as outlined the partnership guideline

iv. Periodically review the performance and activities being undertaken by the PP Partner

B. MGM will: -

i. Perform all activities as agreed upon and signed under the partnership as mentioned below.

Outdoor DRTB center Scheme:

1. Institute should be tertiary care hospital with the pulmonologist will be available round the clock.
2. Separate designated clinic for DR TB patient management should be available and comply with the National Guidelines for Air -borne infection control for out patient settings
3. Relevant specialists like Pulmonologist, Physician, Psychiatrist, Dermatologist & gynecologist etc should be available.
4. DR TB center Committee to be formed with the above group of doctors.
5. To renovate (in keeping with the National Airborne Infection Control Guidelines and National Guidelines for Programmatic Management of Drug Resistant TB (PMDT) provided for the purpose) and designate a special clinic area designated for MDR TB out patient service with earmarked well ventilated preferably open air waiting area separate from other waiting areas, away from clinics managing immune suppressed and venerable cases where the patients who will be eligible to avail DR TB services under RNTCP will be fast tracked , segregated and counseled in accordance with RNTCP guidelines.
6. Doctors and Nursing staff should be available from institute round the clock consultation services made available , if required by the patients.
7. Management of adverse drug reactions (ADRs) as per National PMDT Guidelines.
8. The diagnostics services to be provided by the partner organization would include at least.

Sl No	Investigations	Minimum No. of times test will be done	Rate for tests** (In Rs.)
1	Complete blood count	1	138
2	Blood sugar	1	25
3	LFT. OT/PT/Bilirubin	1	275
4	Blood Urea Nitrogen	1	55
5	Serum Creatinine	6	56
6	TSH	1	125
7	Urine routine & microscopy	1	39

Chief Executive Officer

D. Rajend Zilla Parishad, Alibag



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Kamothe, Navi Mumbai - 410209

8	Pregnancy test	69
9	Chest X ray	70
10	ECG	100

*Rates are based on rate of CGHS Delhi rates (per test) and are subject to revision as and when updated in CGHS website

Indoor DR TB Center scheme :

The terms and condition are as follows.

1. To designate a special ward compliant with national AIC guidelines and at least 10 beds earmarked for indoor management of DRTB patients according to National PMDT Guidelines.
2. Routine clinical laboratory investigation facility to be made available for pretreatment evaluation and monitoring.
3. Doctors and Nursing staff should be available from institute round the clock to the DRTB patients
4. Ancillary drugs to be provided as per DR TB center Committee's advised services / facilities to diagnose and manage adverse drug reaction (ARDs) as per National PMDT Guidelines.
5. Services / facilities to diagnose and manage the comorbid condition
6. Records and reports to be maintained for PMDT registration , follow up, referral and transfer (if required) \of patients as per guidelines update the same on the day basis using Nikshay
7. Quarterly reports to be submitted electronically
8. All doctors in the hospital should be following Standards fore TB care in India and notify all TB cases through Nikshay
9. Ensure coordination with implementing District officers and staff as well as laboratory for proper follow up of patients till outcome.
10. The diagnostics services to be provided by the partner organization would include at least.

Sl No	Investigations	Minimum No. of times test will be done	Rate for tests** (In Rs.)
1	Complete blood count	1	138
2	Blood sugar	1	25
3	LFT. OT/PT/Bilirubin	1	275
4	Blood Urea Nitrogen	1	55
5	Serum Creatinine	1	56
6	TSH	6	125
7	Urine routine & microscopy	1	39
8	Pregnancy test	1	69
9	Chest X ray	3	70
10	ECG	1	100
11	Indoor stay for maximum of 7days	1	
12	Food for maximum of days	1	

Chief Executive Officer



Dean.

M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209

13	Specialist consultation	As required
14	Ancillary drugs for management \of adverse drug reaction and comorbidities	As required

11. The DR TB Centre cannot deny services to any eligible patient from the geographical area assign to the centre
12. This does not restrict the DR TB Centre from extending any further services to the patients, if clinically deemed necessary
13. DR TB Centre committee doctors will have to be trained in PMDT at National Level.
14. Management of MRD/XRD TB patients is to be done as per RNTCP Guidelines second line anti TB drugs will be provided from RNTCP.
15. The performance review of the PPM partner would be done bi annually and in case lack of satisfactory performance the contract may be terminated by either party with one month written notice


Gant-in-Aid

Fund shall be released by the respective health society in the name of the MGM for initial six months and subsequently biannually, within 30 days of the satisfactory completion activities and submission of required documents. The MGM will submit utilization certificate indicating expenditure during the particular quarter and available unspent balance to the respective State/District Health Society on quarterly basis. The subsequent release will depend on the unspent balance and committed liability (if any).

1. Remuneration for following posts on contractual basis will be provided :
 - Counselor -Rs.10,000/-pm
2. For diagnostic test of MRD -TB patients on outdoor basis, private partner would be reimbursed as per rates given above (applicable for area) by RNTCP.
3. In case ambulatory care of MRD TB patients Rs 200/day/per patients consultation charges would be applicable
4. Package cost per day for admitted MRD-TB cases will be Rs 800/- including pre treatment evaluation (as per list above), bed charges , meals and ancillary drugs.
5. In house Specialist Consultation charges would be applicable at Rs 200/day/per patient for indoor patients.
6. For patients convenience, if he/she is partially or completely managed on ambulatory basis at the district level under guidance of DR TB Centre Committee
7. Rs 500/- per day if pre treatment investigation is done at the district level and patient is admitted to the ward hospital


 Chief Executive Officer
 Raigad Zilla Parishad, Alibag




 Dean.
 M.G.M. Medical College & Hospital
 Kamothe, Navi Mumbai - 410209

8. Rs 500/- one time for only DR TB Centre decision based on reports sent from the districts, if pre treatment investigation and treatment initiation is done at the district level in case patient refuses to get admitted. This will also be applicable if the district's request for follow up advise over email/phone/post on decision of DR TB Centre for either charges in regimen, adverse drug reaction management, co-morbidity management etc. without patient admission to the DR TB centre
9. In case of re-admission/ extension of stay due to cause /s secondary to TB or side effects of second line anti-TB drugs or co-morbidity management .
10. Charges up to Rs.800/day/patient(including bed and meals + investigations and ancillary drugs)
11. To provide Training, formats and registers for PMDT
12. To provide Computer and Internet Facility
13. To Provide access & training to NIKSHAY for online data management and patient tracking

6. Fund Management

Funds under this MOU shall be placed at the disposal of the Grantee in separate account opened by it, subject to its furnishing to the Grantor a letter of commitment containing such conditions as may be approved by the Grantor from the bank that the bank shall not exercise a lien over the said account or may right to set off or adjust any amount due to payable under any loan or credit arrangement which the Grantee may be having or may have with the bank against the amounts standing to the credit of the Grantee in the said amount.

The Grantee shall install and maintain separate books of accounts on cash basis accounting along with proper vouchers for expenditure incurred and with details of outstanding liabilities, if any. The Grantor shall have the right to inspect by its authorized officers of independent agencies the books of accounts and other records relating to the project fund kept by the Grantee any time during the agreement period or thereafter.

7. Grievance Redressal Mechanism

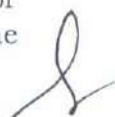
All grievances will be addressed within a period of thirty days by DTO of the concerned district. Final decision will rest with district Health Societies. Annual review would be a platform for addressing grievance of PPM partners.

8. Right over Information/data

All documents, information, statistics and data collected by the Grantee in the discharge of the obligation under the MOU incidental or related to it (whether or not submitted to the Grantor) shall be the joint property of the Grantor, and the Grantee


Chief Executive Officer
District TB Cell, District TB Cell, All India




Dean.
M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209

9. Indemnity

The Grantee hereby agrees to always keep the Grantor indemnified and harmless from all claims /demands / action and proceedings which may arise by reason of any activity undertaken by Grantee if the activity is not in accordance with the approved guidelines.

This MOU shall be enforceable in courts situated at [Mumbai, Maharashtra] ; any suit or application for enforcement of the above shall be filed in the competent court at Mumbai and no other district of Maharashtra or outside Maharashtra shall have any Jurisdiction in the matter

10. Termination Mechanism


The partnership may be terminated by either side through written notice of one month. In case services of PPM partner are discontinued, unspent balance, if any will be refunded by the partner.

If the Grantor at any stage decides that the Grantee has misutilised the amounts (or any part thereof) already received from the Grantor or has fraudulently claimed any covenants, stipulation or obligations hereunder a commits a breach of any of the terms, conditions or provision of this MOU on its part to be observed and performed, or it at any stage reasonable ground exist to apprehend the breach of the terms and condition of the MOU in future or that the continuance of this project

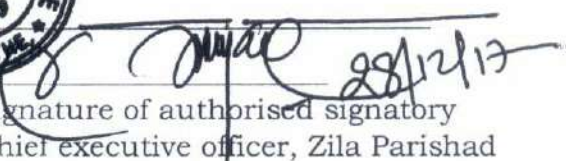
may be prejudiced or be in jeopardy he/she may revoke this MOU wholly or partially and ask the Grantee to refund the amount received till then along with interest accrues, if any after giving at least fifteen days' notice and an opportunity of being heard to the Grantee.

11. The programmatic and financial review of the partnership will be conducted every quarter.

12. Necessary approval of State Health Society has been obtained: Yes


Dean.
Dr G S Narshetty
M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209
Dean
MGM Medical College & Hospital,
Kamothe, Navi Mumbai




Signature of authorised signatory
Chief executive officer, Zila Parishad
Raigad & District Revised National
Tuberculosis Control Programme
society, District Raigad

Seal

Seal

International Training Agreement

Company Information:

International Training Center ("ITC"):	Mahatma Gandhi Mission Medical College
Address:	MGM Medical College, Plot 1 and 2, Sector 1, Kamothe, Navi Mumbai, Maharashtra 410209
Form of Organization:	Not for Profit / Medical College

This Agreement is between the American Heart Association, Inc. ("AHA"), a New York not-for-profit corporation, having its principal offices at 7272 Greenville Avenue, Dallas, Texas 75231-4596, and ITC.

IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Term: Beginning Date: November 21, 2017. Ending Date: November 21, 2019. This Agreement will be in effect for a period of Two (2) calendar years. It may be renewed for additional one (1) year periods by letter issued from AHA.

2. AHA ECC Courses to be Taught by ITC:

Basic Life Support	Advanced Cardiac Life Support
Provider Course(s)	Provider Course(s)
Instructor Course(s)	Instructor Course(s)

3. Geographic Territory: India

4. Insurance: \$30,750.36 (US\$)

ITC will obtain and maintain at its expense, commencing upon the beginning date of this Agreement and during its entire term, liability insurance from a qualified insurance carrier, as set out above. This policy will specify that it may not be modified or canceled by the insurer, except after thirty (30) days prior written notice by the insurer. Upon execution of this Agreement ITC will provide the AHA with a certificate of insurance showing the required coverage.

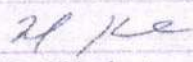
5. Copyrights: ITC acknowledges and agrees that the AHA owns all copyrights in the ECC Materials, and ITC may not copy, or permit others to copy, distribute, perform or make derivative works based upon the ECC Materials, Course Completion Cards, or eCards.

6. Marks: ITC acknowledges the AHA's trademark rights and ownership of the name "American Heart Association", the heart-and-torch trademark and slogans (e.g., "Life is Why") (hereinafter "AHA Marks"). ITC will not use or display the AHA Marks. ITC shall not apply for any trademark registrations with respect to any AHA Marks or any marks similar to the AHA Marks.

7. Entire Agreement: This Agreement, including the terms and conditions set out on Page Two, contains the entire agreement between the parties relating to the rights granted and the obligations assumed.

EXECUTED by the parties on the date(s) set out below.

American Heart Association, Inc.

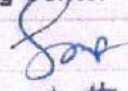
Signature: 

Name: Michael Herbert

Title: Director, International Operations

Date: 11/21/17

International Training Center

Signature: 

Name: DR. G. S. Narshetty

Title: Dean

Date: 12/28/2017

Dean.

M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209



Emergency Cardiovascular Care International Program, 7272 Greenville Avenue, Dallas, Texas 75231-4596

Form Date: November 9, 2015

PROF & HOD

**DEPT. OF EMERGENCY MEDICINE
MGM MEDICAL COLLEGE & HOSPITAL
KAMOTHE, NAVI MUMBAI-410209.**

New Training Center Information

Purpose:

This memo provides you with your security code for purchasing course completion cards, your TC ID # to use to correspond with the AHA on questions about your training center as well as information about how to obtain the exams, and how to access the Instructor Network and CPRverify website.

TC Code:

ECC International welcome's you to the American Heart Association's Training Network.

As part of your training center process you should become familiar with the Program Administration Manual. There is an international version of the PAM located on [CPRverify](#). You can access the PAM by logging into CPRverify, click on the information tab and in keyword field type PAM.

We hope this helps you in your daily operations of your training center. Should you have any questions please feel free to contact me via email at pamela.rojas@heart.org.

Included in this email is your TC ID #. Your TC ID # is a number that is assigned to you by us so that we can identify your training center when you submit training reports, survey's etc.

Your TC ID # is: ZZ21290

Please do not confuse this number with your security code listed below.

Security Code and Purchasing Course Cards:

Your security code is used to purchase course completion cards from the distributor. Your security code is issued only to you, as the ITC Coordinator you are responsible for all course completion cards that are issued by your training center and training sites that report to you. Please do not give this code to anyone.

Your security code is: C99208A8

For a list of Authorized International Distributors please visit the AHA International Heart [website](#).

When purchasing course completion cards please provide the following information to the distributor:

Legal Name of ITC – this is the name on your training center agreement.

Training Center Coordinator Name

Security Code

If someone is ordering course completion cards for your organization or company they must use the information provided above. They would place the order and state "as authorized by" and give the name of your training center. This will prevent delays in your order being processed and shipped.

Please let me know if you have any questions about ordering cards from the Distributors.

CPRverify:

As a new training center with AHA you will receive information regarding the CPRverify program. CPRverify makes it easier for our international training centers to track and monitor their training sites, instructors and students. CPRverify is the International Training Center's resource for all course and ITC related materials, such as:

- Course Exams
- Skills Testing Checklist
- Translated Course Resources
- Program Administration Manual (PAM)
- Training Memo and Communications from the AHA

Exams:

Much time and effort has gone into the development of AHA cognitive tests. These exams are developed and reviewed by both educational and science experts for their discipline. Security and integrity of exams must be maintained at all times.

Please remember all exams are copyright protected and should not be altered or translated. If specific translations are needed you must submit a copyright permission request via our website.

Your training center is responsible for developing a security policy for AHA exams. Exams should only be given to Course Directors authorized for the discipline being taught.

The American Heart Association's exams are to be kept confidential, maintaining security is of the utmost importance

The individual appointed as the Training Center Coordinator, will be able to access the exams on CPRverify under the "Exams" tab.

Please email cprverify@heart.org, if you have any questions or are unable to access your exams.

Instructor Network:

The Instructor Network is available as an option for international training centers. Much of the information located on the Instructor Network is now in CPRverify. You and your instructors may benefit from the use of the Instructor Community located on the [Instructor Network](#).



The system will send you an email to create your profile. You will receive an email from our system that looks like this:



PLEASE DO NOT REPLY TO THIS EMAIL ADDRESS. YOU WILL NOT RECEIVE A RESPONSE TO REPLIES TO THIS EMAIL ADDRESS.

Dear ,

As a Training Center Coordinator (TCC), you have been approved for automatic access to the American Heart Association Instructor Network. A TCC account has now been created for you with the site. Through your special "TCC only" view of the AHA Instructor Network, you will be able to:

- Access the "Training Centers" area to receive targeted content and tools available only to TCCs
- Maintain Instructor Lists and Course Completions
- Pre-approve Instructors and HSSEs for access to the AHA Instructor Network (NOTE: full access is not available until Instructors/HSSEs also register with the Network)
- Confirm Instructors and HSSE for access to the AHA Instructor Network
- Deny and/or deactivate Instructors or HSSEs
- Send bulk or individual emails directly from the AHA Instructor Network (using your own email system)
- And MUCH MORE!

Please visit the [AHA Instructor Network](#) to complete your Training Center Coordinator Account.

Note: If for some reason the above link does not work, please copy and paste this URL into your web browser:

<https://ahainstructornetwork.americanheart.org/registration/common/completeProfile.jsp?application=eccportal&action=editProfile&id=ZWNjMTE1NzA5MjQ=>

Thank you for all you do to provide lifesaving training!

Sincerely,
AHA Instructor Network

If you do not receive the email above within five days of receiving this welcome email please let me know at pamela.rojas@heart.org. Please note: you may want to check your spam/junk folder, to make sure it is not there.

Your username will be your email address and for password, you need to enter the password at the time of completing the profile when you click on the link from the email.

Thank you,
Pamela Rojas
American Heart Association International
Data Specialist



COVERING LETTER
LETTRE D'ACCOMPAGNEMENT

Global Procurement
and Logistics
Block 3510
Jalan Teknokrat 6
63000 Cyberjaya
MALAYSIA
gsc-procurement@who.int

WHO Reference/ Référence OMS	
WHO Reference	2018/820923-0
Purchase Order	202016253
Unit Reference	Polio/WR-India

DR.Jeetendra Gavhane
MGM'S NEW BOMBAY HOSPITAL FOR CHILDREN
NAVIMUMBAI
Plot no. 35, Sector No 3
Vashi
Navi Mumbai
Maharashtra
400703
India

TECHNICAL SERVICES AGREEMENT (TSA)

Re: MGM's New Bombay Hospital - To conduct hospital-based typhoid surveillance for the typhoid conjugate vaccine (TCV) evaluation project, Navi Mumbai, India 2018-19

We are enclosing the Technical Services Agreement between the World Health Organization and MGM'S NEW BOMBAY HOSPITAL FOR CHILDREN, NAVIMUMBAI, in the amount of INR 4,460,000.00 (Four Million Four Hundred Sixty Thousand), for conducting the above-mentioned work. We also enclosed two attachment(s) referenced in the Agreement.

Kindly acknowledge your acceptance of this contract by returning the email with a copy of duly signed Purchase Order (all pages).

For any technical or scientific questions related to this Agreement, please contact the responsible technical officer, Pankaj BHATNAGAR, 91-9810189025, [bhatnagarp@who.int](mailto:hatnagarp@who.int).

On behalf of the World Health Organization, we thank you for your collaboration.

WHO Global Service Centre

Cc: WHO Representative, India

Concerne: MGM's New Bombay Hospital - To conduct hospital-based typhoid surveillance for the typhoid conjugate vaccine (TCV) evaluation project, Navi Mumbai, India 2018-19

Veillez trouver ci-joint l'Accord de Services Techniques entre l'Organisation Mondiale de la Santé et MGM'S NEW BOMBAY HOSPITAL FOR CHILDREN, NAVIMUMBAI, pour un montant de INR 4,460,000.00 (Four Million Four Hundred Sixty Thousand), vous permettant de mener à bien le travail susmentionné. Veillez également trouver two pièces jointes mentionnées dans l'Accord.

Merci de confirmer votre acceptation de ce contrat en nous retournant le courriel et une copie dûment signee du Bon de Commande (complet)

Pour toutes questions à caractère scientifique ou technique ayant trait à cet Accord, veuillez contacter le responsable technique Pankaj BHATNAGAR, 91-9810189025, [bhatnagarp@who.int](mailto:hatnagarp@who.int).

Au nom de l'Organisation Mondiale de la Santé, nous vous remercions de votre collaboration.

Centre de Soutien Administratif Mondial de l'OMS

Cc: Représentant de l'OMS, India



TECHNICAL SERVICES
AGREEMENT
ACCORD DE SERVICES
TECHNIQUES

Global Procurement
and Logistics
Block 3510
Jalan Teknokrat 6
63000 Cyberjaya
MALAYSIA
gsc-procurement@who.int

WHO Reference/ Référence OMS

WHO Reference	2018/820923-0
Purchase Order	202016253
Unit Reference	Polio/WR-India

The WORLD HEALTH ORGANIZATION hereby agrees to provide to
L'ORGANISATION MONDIALE DE LA SANTÉ s'engage par la présente à fournir à
INSTITUTION:

MGM'S NEW BOMBAY HOSPITAL FOR CHILDREN
NAVIMUMBAI
Navi mumbai
India

Principal Investigator: DR.Jeetendra Gavhane
Telephone: +91 9870106094
Fax:
Email/Courriel: billing@mgmhospitalvashi.net

The Amount of/Un Montant de: INR 4,460,000.00 (Four Million Four Hundred Sixty Thousand)
in respect of/en vue de: MGM's New Bombay Hospital - To conduct hospital-based typhoid surveillance for the typhoid conjugate vaccine (TCV) evaluation project, Navi Mumbai, India 2018-19

For the period financed by this Agreement	From/De : 13-JUN-2018
Période du projet financée par le présent accord	To/A : 31-DEC-2019

Summary of work/ Description sommaire des travaux:

1. Description of work under this Agreement/ *Description des travaux faisant l'objet du présent accord:*

The contractual partner shall do the enrolment of potential subjects for the for the hospital-based typhoid surveillance for the typhoid conjugate vaccine (TCV) evaluation project, Navi Mumbai, India, as per Terms of Reference and Deliverables at Annex-1; Study Protocol at Appendix-1 and within the approved Budget at Annex-2. All the Annexes and Appendix form an integral part of this TSA.

During the course of the contract and on its completion the contractual partner shall submit the stipulated deliverables as indicated under the "Financial arrangements".

2. Contribution of the Institution and/or other sources for the project (Staff, equipment, supplies, etc. excluding general facilities). The Institute will provide all facilities, equipment and personnel not covered by this Agreement.
Contribution de l'Institution ou de tout autre organisme à l'exécution du projet (personnel, matériel, fournitures, etc, à l'exclusion des services d'ordre général). L'Institution s'engage à fournir les locaux, équipement et personnels non couverts par cet accord.

Financial Arrangements/ Dispositions financiers:

1. Payments will be made as follows/Les versements seront effectués comme suit:

	Deliverable/ Résultat	Due Date/ Date Remise	%	Currency Amount/ Montant en Devise
1	Upon submission of countersigned contract	13-JUN-2018	50.00	2,230,000.00
2	A report of training conducted of all study staff	25-JUN-2018	25.00	1,115,000.00
3	6 monthly report on subject enrolment	30-DEC-2018	10.00	446,000.00
4	12 monthly report on subject enrolment	30-JUN-2019	10.00	446,000.00
5	Upon submission final technical document and Certified Financial Statement of Expenditure (SoE)	31-DEC-2019	5.00	223,000.00

2. INR 0.00 will be used by WHO for the purchase of equipment and supplies to be ordered by the Institution as soon as practicable, but not beyond 31 December of the year following the end of the Agreement period as indicated above at which time any uncommitted balance will revert to WHO.

INR 0.00 *seront affectés par l'OMS à l'achat de matériels et de fournitures à commander par l'Institution dès que possible, mais au plus tard avant le 31 décembre de l'année suivant la fin de la période susmentionnée d'exécution de l'accord, étant entendu qu'à ce moment tout solde non engagé fera retour à l'OMS.*

Annexes

The following annexes form an integral part of this Agreement/ *Les annexes listées ci-dessous font partie intégrante de cet accord:*

Annex	File Description/Description de fichier
1	2018/820923 Contractual - Terms of Reference
2	2018/820923 Contractual - Budget Breakdown

In the event that the terms of the annexes contain any provisions which are contrary to the terms of this Agreement, the terms of this Agreement shall take precedence/ *En cas de contradiction entre les termes apparaissant sur les annexes et ceux de l'Accord, les dispositions de l'Accord prévaudront dans tous les cas.*



TECHNICAL SERVICES
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General

The parties accept the "General Conditions" overleaf, which constitute an integral part of this Agreement. The Institution certifies the correctness of the banking instructions provided on Page 1.

All necessary arrangements to comply with national regulations relating to this project and relevant to the Institution's responsibilities shall have been under-taken by the Institution; failure to do so will nullify this Agreement. The responsibility of the World Health Organization is limited only to the financial support as specified in this Agreement.

ON BEHALF OF WHO/ POUR L'OMS

Responsible WHO Technical Officer:
Fonctionnaire technique responsable de l'OMS:

Pankaj Bhatnagar
National Professional Officer - Deputy Team Lead (NPSP)
SE_IND WR Office, India

Responsible Divisional Director
Directeur de division responsable

Pem NAMGYAL
Director, Programme Management
SE/DPM Director, Programme Management

Authorized Signatory:
Signataire autorisé:


Mr Motohiro Ogita
Coordinator
Global Procurement and Logistics
(WHO/GMG/GSC/GPL)

Motohiro Ogita
Coordinator
HQ/GSC Global Service Centre
15-JUN-2018

Global Procurement
and Logistics
Block 3510
Jalan Teknokrat 6
63000 Cyberjaya
MALAYSIA
gsc-procurement@who.int

WHO Reference/ Référence OMS

WHO Reference	2018/820923-0
Purchase Order	202016253
Unit Reference	Polio/WR-India

Généralités

Les parties acceptent les "Conditions générales" reproduites au verso, lesquelles font partie intégrante du présent accord. L'Institution certifie l'exactitude des instructions bancaires indiquées à la page 1.

Toutes les dispositions relevant des responsabilités de l'Institution et nécessaires à la mise en conformité de ce Projet avec la réglementation nationale, devront avoir été prises par l'Institution, faute de quoi l'accord sera nul. La responsabilité de l'Organisation Mondiale de la Santé se limite au soutien financier spécifié dans le présent accord.

PRINCIPAL INVESTIGATOR/ CHERCHEUR PRINCIPAL

Principal Investigator or Technical Officer responsible for the project.
Chercheur Principal ou membre du personnel technique responsable de l'exécution du projet.

Signature :
DR.Jeetendra Gavhane

ON BEHALF OF THE INSTITUTION/ POUR L'INSTITUTION

Responsible Administrative Authority*
*Autorité administrative responsable**

Signature :
Name/nom :
Division :
Date :

* An official of the Institution - other than the Principal Investigator - fully empowered to enter into contracting arrangements on behalf of the Institution./Un responsable de l'Institution autre que le Chercheur principal - ayant pleins pouvoirs pour passer un contrat au nom de l'Institution.



**TECHNICAL SERVICES
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WHO Reference/ Référence OMS

WHO Reference	2018/820923-0
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GENERAL CONDITIONS

The following are the general conditions relating to this Agreement concerning WHO support for research or other technical services. The purpose of such support is to assist an Institution to undertake, for WHO, investigations on a particular problem or other work which has been agreed upon by the Institution and WHO.

1 INSTITUTION AND PRINCIPAL INVESTIGATOR

1.1 The Institution and the Principal Investigator (or Responsible Technical Officer), who must be an employee of the Institution, shall be jointly responsible for all the technical and administrative aspects of the work referred to in this Agreement.

1.2 The Institution is required to notify WHO immediately of knowledge that the Principal Investigator will cease or ceases to be an employee of the Institution or is no longer continuing the responsibilities covered by this Agreement. Under such circumstances WHO has the right to:

- a. cancel this Agreement or
- b. agree to continue the project under a new Principal Investigator proposed by the Institution and approved by WHO.

2. FINANCIAL ARRANGEMENTS

2.1 Payments shall be made to the bank account(s) of the Institution as specified in this Agreement and in accordance with the schedule of payments contained therein. If, after the submission of the final financial report referred to in paragraph 4.3 below, there remains an unused balance of funds with the Institution, this balance shall be due to WHO. In the event of this Agreement being cancelled under any circumstances, the Institution shall refund to WHO the balance of uncommitted funds. The funds provided under this Agreement shall be spent only in accordance with its terms.

2.2 The funds transferred to the Institution under this Agreement may not be used to meet any form of emoluments, travel costs or any other reimbursements of expenditure to a staff member of WHO.

2.3 Unless otherwise provided in this Agreement the funds may not be used to cover:

- a. normal administrative and overhead expenses of the Institution;
- b. cost of maintenance, repair, running or insurance of existing equipment and machinery belonging to the Institution;
- c. cost of construction of new buildings or alterations and modifications of existing buildings and premises;
- d. salary support of the Principal Investigator.

3. EQUIPMENT AND SUPPLIES

3.1 Unless otherwise agreed, and subject to subparagraph 3.2 below, any equipment acquired under this Agreement shall become the property of the Institution. The Institution and the Principal Investigator shall be jointly responsible for the proper safeguard, maintenance and care of all equipment acquired under this Agreement.

3.2 Notwithstanding subparagraph 3.1 above, the Institution shall transfer ownership of any equipment acquired under this Agreement to WHO, if so requested by WHO, upon termination or expiry of this Agreement. In such cases the Institution shall dispatch the equipment to any destination chosen by WHO, the cost of which will be borne by WHO.

4. REPORTS

The Institution shall submit technical and financial reports to WHO on the work as required, or at least annually, in accordance with the following provisions:

4.1 Technical reports shall be prepared by the Principal Investigator and forwarded through and countersigned by the authorized official of the Institution or his authorized representative. Each annual report shall summarize the results of the project and give in sufficient detail its positive and negative findings so that the value of the work can be assessed.

4.2 Financial reports shall be forwarded after being jointly certified by the Institution's Chief Financial Officer and the Principal Investigator, using form WHO 782. The reports must show the use of the funds provided by WHO compared with the original budget expenditure pattern agreed between the Institution and WHO.

4.3 All Financial and Technical reports are subject to audit by WHO, including examination of supporting documentation and relevant accounting entries in the Institution's books. In order to facilitate such reporting and audit, the Institution shall ensure that accurate and systematic accounts and records are kept in respect of the project. The final Technical and Financial reports must be submitted within 90 days after the expiry of this Agreement.

5. RELATIONSHIP AND RESPONSIBILITY OF PARTIES

The relationship of the Institution to WHO shall be that of an independent contractor. The employees of the Institution are not entitled to describe themselves as staff members of WHO. The Institution shall be solely responsible for the manner in which work on the project is carried out and accordingly shall assume full liability for any damage arising from research or other technical services under this Agreement. No liability shall attach to WHO, its advisers, agents or employees.

6. USE OF RESULTS, EXPLOITATION OF RIGHTS, AND PUBLICATION

6.1 The results of the project funded under this Agreement may be freely used or disclosed by either party provided that, without the consent of the other party, no use may be made for commercial purposes and confidentiality shall be maintained with respect to results that may be eligible for protection by proprietary rights. The Institution shall provide WHO with the results, in the form of relevant know how and other information, and to the extent feasible, tangible products.

6.2 The industrial or commercial exploitation of any intellectual property rights,

including the ownership of know-how, arising from the project shall be designed to achieve, in so far as circumstances permit, the following objectives in the following order of priority:

- a. the general availability of the products of creative activity;
- b. the availability of those products to the public health sector on preferential terms, particularly in developing countries;
- c. the grant to each party of additional benefits, including royalties, account being taken of the relative value of each party's financial, intellectual and other contribution to the research.

6.3 The rights referred to in para. 6.2 shall belong to the Institution, or to the Principal Investigator if the Institution and WHO so agree. To the extent that the former do not intend to exercise them, the rights shall be promptly transferred to WHO, if it so requests. Each party shall provide the other with its full cooperation to permit the effective exercise of the rights. The party in which the corresponding rights are vested may file applications for industrial property protection, promptly furnishing copies of the applications and other patent documents to the other party. All rights other than the right to file applications shall be exercised in accordance with an agreement which shall be negotiated in good faith between the Institution and WHO.

6.4 In any publication by the Institution or the Principal Investigator relating to the results of the project, the responsibility for the direction of the work shall not be ascribed to WHO. Unless WHO advises otherwise, all publications shall include a notice indicating that the underlying investigation received financial support from WHO. Two off-prints or copies shall be sent to WHO unless another number is stipulated. WHO funds may not be used for publication costs unless specifically authorized.

7. RESEARCH INVOLVING HUMAN SUBJECTS

7.1 Ethical Aspects

It is the responsibility of the Institution and the Principal Investigator to safeguard the rights and welfare of human subjects involved in research supported in whole or in part by funds from WHO, in accordance with the appropriate national code of ethics or legislation, if any, and in the absence thereof, the Helsinki Declaration and any subsequent amendments. Such funds may be used only to support investigations where (a) the rights and welfare of the subjects involved in the research are adequately protected, (b) freely given informed consent has been obtained, (c) the balance between risk and potential benefits involved has been assessed and deemed acceptable by a panel of independent experts appointed by the Institution and (d) any special national requirements have been met.

7.2 Regulatory Requirements

It is the responsibility of the Institution and the Principal Investigator to comply with the relevant national regulations pertaining to research involving human subjects.

7.3 Protection of Subjects

Without prejudice to obligations under applicable laws, the Institution shall make appropriate arrangements to eliminate or mitigate the consequences to subjects or their families in the case of death, injury or illness resulting from the conduct of research referred to in paragraph 7.1. Such arrangements shall, to the extent feasible, include medical treatment and financial relief. The Institution and Principal Investigator undertake to protect the confidentiality of the information relating to the possible identification of subjects involved in the research involving human subjects conducted under the auspices of this Agreement.

8. RESEARCH INVOLVING THE USE OF LABORATORY ANIMALS

The Institution undertakes that living vertebrate animals, required for use as laboratory animals for the research to be carried out under this Agreement, shall be handled in accordance with generally accepted principles for the humane treatment of such animals and the avoidance of unnecessary suffering.

9. RESEARCH SAFETY

It is the responsibility of the Institution to establish and implement policies and practices to assure and provide for the safety of its employees, the public, and the environment during the conduct of the supported research. If the supported research involves the use of dangerous biological agents, the Institution shall establish and implement an appropriate safety plan.

10. PUBLICITY

The Institution and the Principal Investigator shall not refer to the relationship of WHO to the project, or to products or processes connected with the project, in any statement or material of a publicity or promotional nature issued for commercial purposes, or with a view to financial benefit.

11. SETTLEMENT OF DISPUTES

Any matter relating to the interpretation or application of this Agreement which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the Rules of Arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

12. PRIVILEGES AND IMMUNITIES

Nothing contained in or relating to this Agreement shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by WHO and/or as submitting WHO to any national court jurisdiction.



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WHO Reference/ Référence OMS

WHO Reference	2018/820923-0
Purchase Order	202016253
Unit Reference	Polio/WR-India

CONDITIONS GENERALES

Les conditions générales énoncées ci-après s'appliquent au présent Accord sur l'appui de l'OMS aux recherches ou autres services techniques. Cet appui vise à aider une institution à entreprendre pour le compte de l'OMS, des investigations portant sur un problème particulier ou des travaux convenus entre l'Institution et l'OMS.

1. INSTITUTION ET CHERCHEUR PRINCIPAL

1.1 L'Institution et le Chercheur principal (ou l'Administrateur technique responsable), lequel doit être employé par l'Institution, sont conjointement responsables de l'ensemble des aspects techniques et administratifs des travaux visés par le présent Accord.

1.2 L'Institution est tenue d'aviser immédiatement l'OMS lorsqu'elle apprend que le Chercheur principal va cesser, ou a cessé, d'être employé par elle, ou bien qu'il ne continue pas à exercer les fonctions visées par le présent Accord. En pareil cas, l'OMS peut:

- a. soit annuler le présent Accord;
- b. soit accepter de poursuivre le projet sous la conduite d'un nouveau Chercheur principal proposé par l'Institution et approuvé par l'OMS.

2. DISPOSITIONS FINANCIERES

2.1 Des versements seront faits au(x) compte(s) bancaire(s) de l'Institution comme il est stipulé dans le présent Accord et conformément au calendrier qui y figure. Si, après communication du rapport financier final mentionné plus loin au paragraphe 4.3, il apparaît que l'Institution détient un solde non utilisé, ce solde reste payable à l'OMS. En cas d'annulation du présent Accord, quelles qu'en soient les circonstances, l'Institution restituera à l'OMS les sommes non encore engagées. Les sommes fournies en vertu du présent Accord ne pourront être dépensées que conformément aux dispositions dudit Accord.

2.2 Les fonds versés à l'Institution en vertu du présent Accord ne peuvent être utilisés pour verser des émoluments quelconques à un fonctionnaire de l'OMS, couvrir ses frais de voyage ou lui rembourser toute autre dépense.

2.3 Sauf dispositions contraires du présent Accord, ces fonds ne peuvent être utilisés pour couvrir:

- a. les dépenses administratives et les frais généraux normaux de l'Institution;
- b. le coût de l'entretien, de la réparation, de l'exploitation ou de l'assurance de matériels ou d'appareils existants qui appartiennent à l'Institution;
- c. le coût de la construction de nouveaux bâtiments, ou de la transformation ou de la modification de bâtiments et locaux existants;
- d. le versement d'un complément de traitement au Chercheur principal.

3. MATERIEL ET FOURNITURES

3.1 Sauf convention contraire, et sous réserve des dispositions de l'alinéa 3.2 ci-après, tout matériel obtenu en vertu du présent Accord sera la propriété de l'Institution. L'Institution et le Chercheur principal seront conjointement responsables du bon état de conservation et d'entretien de tout matériel acquis en application du présent Accord.

3.2 Nonobstant les dispositions de l'alinéa 3.1 ci-dessus et si l'OMS en fait la demande, l'Institution transférera à celle-ci, lors de la résiliation ou de l'expiration du présent Accord les droits de propriété afférents à tout matériel acquis au titre dudit Accord. L'Institution expédiera alors ce matériel vers toute destination que lui aura indiquée l'OMS, les frais d'expédition étant à la charge de cette dernière.

4. RAPPORTS

L'Institution soumettra à l'OMS des rapports techniques et financiers concernant ses travaux, chaque fois qu'il y a lieu et au moins une fois par an, selon les modalités suivantes.

4.1 Les rapports techniques seront établis par le Chercheur principal, envoyés sous couvert du responsable de l'Institution ou de son représentant l'un et l'autre dûment autorisés, et contresignés par eux. Chaque rapport annuel résumera les résultats du projet et en exposera les conclusions positives ou négatives de façon assez détaillée pour permettre d'apprécier la valeur des travaux.

4.2 Les rapports financiers devront être envoyés, après avoir été visés conjointement par le Chef des Services financiers de l'Institution et par le Chercheur principal qui utiliseront à cette fin la formule WHO 782. Les rapports devront indiquer l'utilisation des fonds provenant de l'OMS au regard des prévisions de dépenses initiales dont étaient convenues l'Institution et l'OMS.

4.3 Tous les rapports financiers et techniques sont soumis par l'OMS à une vérification comprenant l'examen de toutes pièces justificatives ainsi que des écritures comptables correspondantes dans les livres de l'Institution. En vue de faciliter l'établissement et la vérification de ces rapports, l'Institution veillera à la tenue de comptes et de registres exacts et systématiques pour tout ce qui concerne le projet. Les rapports techniques et financiers finaux devront être présentés dans les 90 jours suivant l'expiration du présent Accord.

5. RELATIONS ENTRE LES PARTIES ET LEURS RESPONSABILITES

L'Institution agira à l'égard de l'OMS en tant qu'entrepreneur indépendant; ses employés ne pourront se prévaloir de la qualité de membres du personnel de l'OMS. L'Institution sera seule responsable de la façon dont s'exécute le projet et, partant, assumera l'entière responsabilité de tout dommage résultant de recherches ou d'autres services techniques visés par le présent Accord. Aucune responsabilité ne pourra incomber à l'OMS, ses conseillers, agents ou employés.

6. UTILISATION DES RESULTATS, EXPLOITATION DES DROITS, ET PUBLICATION

6.1 Les résultats du projet financé en vertu du présent Accord pourront être librement utilisés ou divulgués par l'une ou l'autre partie. Toutefois, à défaut de l'assentiment de l'autre partie, les résultats ne pourront être utilisés à des fins commerciales et, s'ils sont susceptibles d'être protégés par des droits de propriété, ils conserveront leur caractère strictement confidentiel. L'Institution communiquera à l'OMS les résultats des recherches, sous forme de savoir-faire et autres

intellectuelle, y compris les droits qui s'attachent au savoir-faire, découlant du projet, devra permettre, dans toute la mesure du possible, d'atteindre les objectifs suivants énoncés par ordre de priorité:

- a. mise à la disposition de tous les produits de l'activité créatrice;
- b. leur mise à la disposition du secteur de la santé publique, notamment dans les pays en développement à des conditions préférentielles;
- c. octroi à chaque partie d'avantages additionnels, y compris sous formes de redevances, compte tenu de la valeur relative de ses contributions financières, intellectuelles et autres.

6.3 Les droits mentionnés plus haut au paragraphe 6.2 seront la propriété de l'Institution, ou du Chercheur principal si l'Institution et l'OMS en conviennent ainsi. Dans la mesure où l'Institution n'entend pas les exercer, les droits seront promptement transmis à l'OMS, si celle-ci le demande. Chaque partie coopérera pleinement avec l'autre pour lui permettre d'exercer effectivement ses droits. La partie détentrice des droits pourra déposer des demandes de propriété industrielle et devra alors remettre à l'autre partie copie de ces dépôts et des autres documents relatifs au brevet. Tous les droits autres que celui de déposer des demandes s'exercent aux termes d'un accord qui sera négocié de bonne foi entre l'Institution et l'OMS.

6.4 Dans aucune de ses publications concernant les résultats du projet, l'Institution ou le Chercheur principal n'attribuera à l'OMS la responsabilité de la direction des travaux. Sauf instructions contraires de l'OMS, toutes les publications comporteront une note indiquant que les recherches qui sont à l'origine des résultats ont reçu un appui financier de l'OMS. A moins qu'un autre chiffre n'ait été stipulé, deux exemplaires ou tirés à part de ces publications seront envoyés à l'OMS et, sauf autorisation expresse, les fonds de l'OMS ne pourront être utilisés pour couvrir les coûts de publication.

7. RECHERCHES IMPLIQUANT L'ETUDE DE SUJETS HUMAINS.

7.1 Aspects déontologiques

Il incombe à l'Institution et au Chercheur principal de s'assurer qu'au cours des travaux financés totalement ou en partie par l'OMS et impliquant l'étude de sujets humains, les droits et la santé de ces derniers soient protégés conformément au code de déontologie ou à la législation du pays, ou, à défaut, à la Déclaration d'Helsinki et aux amendements qui pourraient lui être ultérieurement apportés. Les fonds ne peuvent être utilisés pour financer des recherches que si les conditions suivantes sont remplies:

- a. les droits et le bien-être des sujets impliqués sont suffisamment protégés;
- b. le consentement libre et éclairé des intéressés a été obtenu;
- c. des experts indépendants désignés par l'Institution ont pesé les risques et les avantages potentiels et ont jugé qu'ils s'équilibraient de manière acceptable; et
- d. il ait satisfait à toute exigence particulière de la réglementation nationale.

7.2 Dispositions réglementaires

Il incombe à l'Institution et au Chercheur principal de respecter la réglementation nationale relative aux recherches impliquant l'étude de sujets humains.

7.3 Protection des sujets d'expérience

Sans préjudice des obligations qui lui incombent aux termes des lois en vigueur, l'Institution prendra des mesures appropriées en vue d'éliminer ou d'atténuer les conséquences des expériences pour les sujets ou leur famille en cas de décès, de traumatisme ou de maladie résultant de la conduite des recherches mentionnées au paragraphe 7.1. Ces mesures comprendront, dans la mesure du possible, un traitement médical et un dédommagement financier. L'Institution et le Chercheur principal s'engagent à protéger le caractère confidentiel des informations qui pourraient permettre d'identifier les sujets impliqués dans les études effectuées en vertu du présent Accord.

8. RECHERCHES IMPLIQUANT L'UTILISATION D'ANIMAUX DE LABORATOIRE

L'Institution s'engage à veiller à ce que les animaux vertébrés vivants qu'il sera nécessaire d'utiliser comme animaux de laboratoire pour des recherches entreprises en vertu du présent Accord soient traités conformément aux principes universellement reconnus qui veulent que l'on épargne à ces animaux toute souffrance inutile.

9. SECURITE DES RECHERCHES

Il incombe à l'Institution d'arrêter et d'appliquer des politiques et pratiques préservant et garantissant la sécurité de ses employés et du public ainsi que celle de l'environnement pendant les recherches soutenues par l'OMS. Si les travaux impliquent l'utilisation de substances biologiques dangereuses, l'Institution établira et appliquera un plan de sécurité approprié.

10. PUBLICITE

L'Institution et le Chercheur principal ne pourront faire mention, dans un quelconque écrit ou déclaration à caractère publicitaire ou promotionnel diffusé à des fins commerciales, ou en vue d'un avantage financier, du lien existant entre l'OMS et le projet ou les produits ou procédés en découlant.

11. REGLEMENT DES LITIGES

Toute question concernant l'application ou l'interprétation du présent Accord que les dispositions de ce dernier ne permettent pas de résoudre doit être résolue par référence au droit suisse. Tout différend relatif à l'application ou à l'interprétation du présent Accord qui n'aurait pu être résolu à l'amiable, fera l'objet d'une conciliation. En cas d'échec de celle-ci, le différend sera réglé par arbitrage. Les modalités de l'arbitrage seront convenues entre les parties ou, en absence d'accord, seront déterminées selon le règlement d'arbitrage de la Chambre de Commerce Internationale. Les parties reconnaissent que la sentence arbitrale sera finale.

12. PRIVILEGES ET IMMUNITES

Aucun des termes du présent Accord ne sera considéré comme constituant une