



महाराष्ट्र MAHARASHTRA



जि. ६६१ कार्यालय कायालय,
ठाणे
30 DEC 2016
मुद्रांक प्रमुख लिपिक / लिपिक
30/12/2016

जोडपत्र - २
० 2015 ० 64786 RB 161496
मुद्रांक विक्री नोंदवही अनु. क्रमांक दिनांक

दस्तावा प्रकार 1000

दस्त नोंदणी करणार आहेत का ? :- होय / नाही

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणा-याचे नांव

हस्ते असल्यास त्यांचे नाव, पत्ता

सही

दुस-या पक्षकाराचे नाव

मुद्रांक शुल्क रक्कम

परवानाधारक मुद्रांक विक्रेत्याची सही (सौ. शिल्पा एस. नाईक) :

परवाना क्र.: १२०१०३३

तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता :- नाईक कमर्शियल सेंटर, शॉप नं. २, आनंद पॅलेस बिल्डींग,
भवानी चौक, टेंबी नाका, ठाणे (प).

(ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून सहा महिन्यात वापरणे बंधनकारक आहे.)

Memorandum of Understanding

The Memorandum of Understanding (MOU) made this day of 6th January 2017 at Mumbai INDIA

Between

21st Century Informatics (India) Pvt. Ltd., (CI Number: U72300MH2012PTC228830) a company incorporated under the provisions of the Companies Act, 1956, having its principal place of business at 4B-52 and 4B-53, 4th Floor, Highland Corporate Centre, Kapurbawadi Junction, Thane (West) – 400 607. INDIA (hereinafter referred to as "21CI") the First Party.

AND

Mahatma Gandhi Mission Hospital, Aurangabad is a Private Trust Hospital situated at N-6, Cidco, Aurangabad-431003, Maharashtra, INDIA and one of the constituent Hospitals of Mahatma Gandhi Mission Trust registered under Bombay Public Trust Act 1950 (Bom Act XXIV of 1950) vide Regn No F-674 (Nanded) and Societies Registration Act 1860 (Act XXI of 1860) vide Regn No 74-82, Nanded having its registered office at 12, Bhagya Nagar, Nanded, Maharashtra, INDIA (hereinafter referred to as "MGM HOSPITAL") the Second Party.

BACKGROUND

- 1) 21 CI is in the business of, inter-alia, providing healthcare IT solutions to hospitals, medical colleges, chains of laboratories and diagnostics centres in India, Middle East, and Africa. Among its various healthcare ICT solutions, 21 CI has designed and developed the 21 CI Apex Enterprise Hospital Information System, a state-of-the-art system which includes modules as mentioned in Annexure A.
- 2) The Second Party (MGM HOSPITAL) through its Director and Authorized Signatories Dr P. M. Jadhav which expression shall unless repugnant to the subject or context shall mean and include its successors permitted assign and administer. The expression second party shall include its employees and authorized agents unless the context suggest otherwise.
- 3) The Second Party by virtue of its Trust Memorandum of Association provides healthcare services for both outdoor patients and indoor patients through its 100 bedded hospital situated at N-6, Cidco, Aurangabad-431003, Maharashtra, INDIA

MGM had floated a requirement enquiry for Hospital Information System to be supplied and implemented for its MGM and MGM HOSPITAL. In pursuance of the requirement enquiry, 21CI presented their solution and submitted their offer on June 15, 2014 having version number – MGM – HIS – 150614/version no 1 to supply its Apex Enterprise Hospital Information System (HIS) at one hospital as mentioned below:

Name	Mahatma Gandhi Mission Hospital
Address	N-6, Cidco, Aurangabad-431003.



Both parties subsequently had detailed discussion in the matter regarding scope the cost of project vis-à-vis investment, schedule of payments, rights and responsibilities of the respective parties connected with the execution of the work and have reached to a mutual understanding which they desire to record in writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE BY AND THEMSELVES AS FOLLOWS:

1. DEFINITION

In this Agreement unless inconsistent with the context or otherwise, specified the following definitions will apply.

1. "MOU" means this Memorandum Of Understanding and its Annexure
2. "Solution Mapping Document" (SMD) means document that will be prepared by 21 CI consultants which contains software system process, policies and various outputs for all the modules as per the statement of work
3. "Apex Enterprise HIS" (HIS) means the application system comprising 21CI's Hospital Information System which is standard product and delivered as per solution mapping document
4. "21CI Consultant or Personnel" means officers, employees, agents and contractors of 21CI including employees of 21CI's partner(s), provided by 21CI for implementation or Maintenance and Support Services;
5. "Key Users" mean the people who 21CI will train as trainers to use the system which will be delivered as part of this agreement. This will include the IT team members of MGM HOSPITAL consisting from various core departments.
6. "End Users" means employees of MGM HOSPITAL using the system provided by 21CI and who would be trained by the key users.
7. "Project Steering Committee" (PSC) means senior management team from both parties who would take all strategic and policy decisions
8. "Person day" means one working day of 8 hours for a person
9. "Maintenance Service Agreement" means the annual agreement to provide Maintenance & Support Services of the Apex Enterprise HIS supplied to customer
10. "Annexure A" means annexure of statement of work



2. SCOPE OF M.O.U.

1. 21CI will supply to the hospital one executable code of Apex Enterprise Hospital Information System which would be delivered as per solution mapping done at MGM HOSPITAL, Aurangabad covering the scope of current plan (refer Annexure A) which will be documented and signed off as "Solution Mapping Document".
2. 21CI jointly with MGM HOSPITAL, Aurangabad IT & staff team will install and implement Apex Enterprise HIS at the Hospital as per 21CI Implementation Methodology (refer Annexure C).
3. Customization, Change requested or requirement by MGM HOSPITAL, Aurangabad after the delivering of executable code as per the sign-offed SMD is chargeable and will be provided only after approval by "MGM HOSPITAL Project Steering Committee" (PSC).
4. Any requests for additional 21CI consultants efforts in person days to handle Charge management, Business Process Improvement, Onsite/Offsite Implementation beyond agreed scope or consultant person days as per this MOU is chargeable and will be provided only after approval by PSC.
5. 21CI will provide continuing remote support for software maintenance, bug-fixes and enhancements as per terms and conditions of Warranty or Maintenance Service Agreement.
6. MGM HOSPITAL, Aurangabad will provide the necessary IT Infrastructure, manpower resources and timely decisions and sign-offs required for the smooth implementation of the Apex Enterprise HIS.
7. MGM HOSPITAL, Aurangabad will provide lodging and its own cost for 21CI consultant at the nearby location to the implementation site.
8. MGM HOSPITAL, Aurangabad will adhere to the 21CI Implementation Methodology to ensure quick implementation of the Apex Enterprise HIS as per schedules jointly decided by both parties. MGM HOSPITAL, Aurangabad will ensure active involvement of hospital's management and key users in the implementation of process
9. 21CI has already provided the sizing guidance for the IT infrastructure of computer hardware / system software requirements, namely servers, operation applications, nodes printers and connectivity and system software. MGM HOSPITAL, Aurangabad will ensure availability of computer hardware, networking equipment, system software (Operating System and Database System) along with connectivity as per specification which is jointly decided with MGM HOSPITAL, Aurangabad team during solution mapping exercise.
10. The project scope does not include the supply, installation and maintenance of computer hardware, networking equipment, operating system software, database system software and other peripherals.
11. The entire project is expected to be completed and implemented within mutual agreed the stipulated period commencing from the date of signing the M.O.U. vis-à-vis execution of SMD.



3. **FINANCIAL AND COMMERCIAL TERMS & CONDITIONS**

Following are the Commercial terms agreed to:

1. Licensee Fees of Apex Enterprise HIS for One hospital site license with total 175 Concurrent Users Licence: Rs. 30,00,000/- (Rupees Thirty Lacs Only)
2. All above commercials is exclusive of taxes as applicable at the time of raising the invoice.

4. **PAYMENT TERMS**

The total project cost will be divided in ratio 70:30 for Core (70%) and Non-core (30%) modules (Annexure A). The below payment terms will be split as per the above ratio for purpose of calculating and payment.

I. For Core Modules

- a. 20% of total project cost for core modules to be paid as mobilization fees along with signing of M.O.U.
- b. 30% of total cost for core modules after completion of Walkthrough of as per the solution mapping. UAT of the system and Sign off, End User Training and Certification
- c. 40% of total project cost for core modules on Go Live.
- d. 10% of total project cost for core modules after Hand over of Site to Key User and Sign off of Handover document.

II. For Non-core Modules

- a. 20% of total project cost for non-core modules to be paid as mobilization fees along with signing of M.O.U.
- b. 30% of total project cost for non-core modules after completion of Walkthrough of as per the solution mapping, UAT of the system and Sign off, End User Training and Certification.
- c. 40% of total project cost for non-core modules on Go Live.
- d. 10% of total project cost for non-core modules after Hand over of Site to Key User and Sign off of Handover document.
- e. Implementation of Core as well as non-core modules as per Annexure A (Statement of work) is expected to be completed and implemented within stipulated time frame. However, if completion and implementation cannot be achieved on account of unavoidable circumstances which are beyond the control / reach of the MGM HOSPITAL, Aurangabad (MGM HOSPITAL) instances like flood/ breakdown of fire/any natural calamities/disasters and medical emergency; 21CI shall not raise the charge additional consultant days and bill for implementing its services.
- f. For Estimated Customization required after delivery of mapped product as per the SMD, approved by the Steering Committee of MGM HOSPITAL, Aurangabad (MGM HOSPITAL), 50% charges as per pre agreed manday rate of Customisation to be paid in advance and rest 50% after delivery of the customized product.



- g. All invoices shall be payable within 15days from the receipt of invoice. Invoices for which payment is not received within thirty (30) days of the invoice date shall accrue a late payment charge of 1.5% per month.

5. **TERMS & CONDITIONS**

- a. The Apex Enterprise HIS to be implemented jointly 21CI with MGM HOSPITAL, Aurangabad (MGM HOSPITAL) Team. The Apex Enterprise HIS contain following license with it:
- One Hospital Site License with 175 HIS Concurrent Users.
 - Lab equipment uni or bidirectional interface for maximum 20 equipment's which has interfacing capability and are installed & functional at site before go live only. Any lab equipment to interfaced after go live will be considered as new assignment will be charged as per the tariff for license and person days required.
- b. Any additional licenses required in future will be provided as below:
- For Concurrent User License: Additional licenses in packs of 10 user licences will be charged @ Rs 0.15 Lacs. This rate will be frozen for next 05 years starting from date of signing this MOU.
 - For BI Solution User License : A pack size of 5 viewing users will be charged @ Rs 1.25 Lacs and 1.50 Lacs for 1 designer user
 - For Interface Uni or Bi Directional Lab Equipment or Devices License: Each additional license will be charged @ Rs 0.25 Lacs respectively
 - Integration License to any 3rd Party Software : It will be charged as per actual person days requirement and a man-day will be charged @ Rs0.075Lacs
- c. Implementation services if requested by MGM HOSPITAL, Aurangabad, beyond the provided upto 225 person days would be charged as per the type of consultant requested for. The provided person days have been reckoned basis our past experience of handling such projects as also considering existing scope and man-day power deployment as per implementation schedule.
- d. Business Process Confirmation and Solution Mapping would be done on-site i.e. MGM HOSPITAL, Aurangabad
- e. Licences once issued will not be transferred, cancelled nor any amount refunded. All commercials in the M.O.U. are special base price provided to MGM HOSPITAL, Aurangabad for the scope in Annexure A and cannot be considered for any plan or offer like carried forward after Go Live or Exchange for the other scope or any refund or buyback offers.
- f. The above investment does not include Hardware, Networking, Operating Systems and Web Servers, Databases, Firewalls, Antivirus, Security Software's and any other system software.

- g. The implementation days of the Project Manager / Business Analyst / Implementation Consultant (Onsite) / Implementation Consultant (Offsite) and Configuration Consultants (Offsite) are estimated for going online on the basis of our experience. However actual days utilized for the implementation beyond 225man days will be payable INR @ 10000 and 5000 respectively.
- h. Any Customisation specific to MGM HOSPITAL, Aurangabad requirements, which are requested after the Sign offs of the Solution Mapping Document would be carried out off site at our development center in Mumbai India and will be chargeable @ INR 7500/- / Man-day.
- i. The rates mentioned in the point G&His applicable till the execution and GO Live of project. Thereafter, these rates are subjected for increase year-on-year by 12%.
- j. All financial recommendations or manpower or license charges provided in this MOU are exclusive of applicable taxes

6. SUPPORT SERVICES

21CI shall provide a support infrastructure to cater to the support requirements of MGM HOSPITAL, namely:

- Help Desk Facility: (**Annexure B**)
 - MGM HOSPITAL, Aurangabadpersonnel can report problems encountered on JIT Web Based Service Systems to keep track of the Help Desk Activities.
Help desk facility is for solving support issues telephonically or through remote access of the system, which would be at the Corporate center of 21CI.
 - MGM HOSPITAL personnel can contact Enterprise Helpdesk on their Hotlines Numbers and decicated Mobile Service Numbers.
 - Helpdesk is available from INDIATime 09.30 AM To 6.30 PM.
- Remote Log in: With the concurrence of MGM HOSPITAL, AurangabadManagement, 21CI will conduct a remote login to MGM HOSPITAL hospital's backup server or to hosted cloud infrastructure and simulate errors / bugs on an on-line basis.

7. INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights to the APEX ENTERPRISE™ HIS installed at MGM HOSPITAL, Aurangabad vests with 21CI.

8. FAILURE TO ENFORCE

The failure of either party to enforce at any time any of the provision of this agreement shall not be considered to be waiver of the right by such party thereafter to enforce each and every such provision.

9. CHANGES / MODIFICATIONS

The parties to this agreement may add, delete amend or after or any terms of the agreement and conditions on mutually agreed between first and second party. Any such modification and changes shall not be effective until the same are reduced in writing and duly signed by the authorized representative of both parties.

10. SETTLEMENT OF DISPUTE

Any dispute arising between the 21st Century Informatics (India) Pvt Ltd (the First Party) and MGM HOSPITAL, Aurangabad(the Second Party) regarding the services provided by the First Party to the Second Party will first be attempted to be settled amicably between the parties themselves with mutual understanding either at Thane or Aurangabad.

11. ARBITRATION

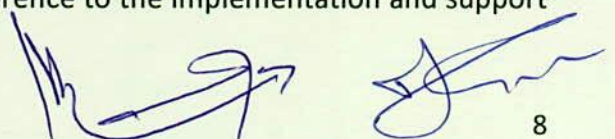
All disputes, differences and claims arising out of the agreement shall be referred to Arbitration in accordance with the provisions of the arbitration and conciliation Act 1996 or of stating amendment thereof

12. JURISDICTION OF COURTS

In case the arbitration proceeding fail, the court in Aurangabad will have the exclusive jurisdiction to the matter directly or indirectly relating to the agreement.

13. WARRANTY, UPDATES AND MAINTENANCE

1. Twelve month warranty period will be provided from the completion of UAT of core modules.
2. Annual Service Fees will be charged @ Rs1.50 Lacs12 months after the UAT of the Core modules payable 100% in advance
3. The Annual Service Fees is payable after completion of warranty period. A year-on-year increase of 5% on Annual Service Fees will be charged and applicable on second year Annual Service Fees.
4. This will entitle MGM HOSPITAL for telephonic support, bugs fixes and updates of the modules procured by MGM HOSPITAL.
5. The warranty shall cover bug fixing and minor updates to the existing functionalities. However, 21CI shall not provide for any procedural changes in the requirement. These shall be treated as customization and charged at the agreed person days rates. Problems related to Hardware and other 3rd Party software shall also not be part of the scope under the warranty.
6. During the implementation period, in case any delay in providing the solution offered persists which is :
 - A) Well within the functionality that is agreed in SMD
 - B) Found to remain unresolved even after strict adherence to the implementation and support methodology specified in the Annexures.



- C) not due to technical limitation of any third party software that is bundled along with the 21CI solution.
- D) Found to impact critical functionality of the Hospital that may result into complete inability to perform the desired function OR substantially and directly impacts Care delivery to the patients
- E) A functionality for which MGM HOSPITALAURANGABAD has paid against all milestones successfully completed prior to establishing A) through D) above.

AND

21CI fails to provide implement and support the solution within a reasonable time period, dependent on the nature of the problem, and if there is no delay in providing all the inputs and carrying out all necessary activities required for implementing and supporting the solution from MGM Hospital, the two sides shall mutually agree to a deduction from future bills raised by 21CI as may be considered appropriate for the nature and length of the delay.

14. TERMINATION OF CONTRACT

- (i) Either Party can terminate the contract by giving 60 days' notice in writing. In the event of Second Party invoking termination, First Party will charge for the milestones completed prior to the date of notice of terminations per clause 4 AND amount of unbilled work done (customization, installation, commissioning training etc).
- (ii) Similarly in case of the First Party invoking termination of contract is required to give 60 days' notice in writing thereby ensuring completion of incomplete pending work whatsoever may be before cessation of notice period. In the event of First Party not intending to complete the same then Second Party shall withhold amount payable whatsoever agreed upon on execution of the said M.O.U.
- (iii) In the event of First Party invoking the termination, completed phases whatever will be billed, if not billed earlier and Second Party shall verify and ensure to pay for such phases duly completed.

15. ENCLOSED ANNEXURE TO BE REFERRED

- Annexure A - Statement of Work



In Witness whereof the parties hereto have executed this agreement on the 6th January 2017.



Signature
Mr. Rajeev Tatkar (Director)
For 21st Century Informatics (India) Pvt. Ltd.



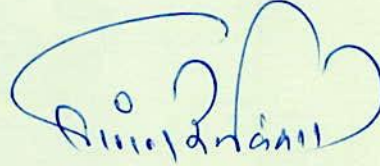
Signature
Dr. P. M. Jadhav (Director)
For MGM HOSPITAL, Aurangabad

Witness:



Signature
Mr. Pratik Parikh (Vice President – Operations)
For 21st Century Informatics (India) Pvt. Ltd.

Witness:



Signature
Dr. Pravin Suryawanshi (CEO)
For MGM HOSPITAL, Aurangabad



Annexure A: Statement of Work

21st Century Apex Enterprise HIS - Modules

The following modules of 21st Century Apex Enterprise HIS are recommended for implementation at MGM Hospital.

✓ **Scope: Core Modules** of Standard version of Apex Enterprise HIS

A. Patient Services

- Reception (Patient Facilities)
- Outpatient Revenue Cycle
- ER Revenue Cycle
- Inpatient Revenue Cycle
- Corporate Revenue Cycle*
- Insurance Revenue Cycle
- Laboratory Information System *
- Diagnostics Reporting*
- Pharmacy Revenue Cycle

B. Support Services

- General Stores / Inventory
- Purchase
- Doctor Fees Accounting

C. Interfaces

- Interface to Lab Equipment for maximum 20 equipment*

✓ **Scope : Non-Core Modules** of Standard version of Apex Enterprise HIS

A. Dashboards

- BI Tool based Executive Information System (EIS) Dashboard

B. Specialty for Consultation

- CPOE
- General Purpose Consulting EMR
- Specialty EMR can be configured by MGM IT based on the 5 day training program that would be conducted at 21CI Office

C. Support Services

- Kitchen / Diet*
- Linen / Laundry*

D. Interfaces

- Uni-Directional Interfacing to single 3rd party PACS*
- Uni-Directional Interface to Tally *

E. Portal

- Patient Portal for view patient reports.*

F. New Scope

- Biomedical Equipment Maintenance
- Ambulance Management
- Visitor Gate Pass Management
- NABH & Quality Management



Note:

1. The modules that are marked with asterisk (*) are the common scope between MCRI and MGM hospital and are covered and deliverable under MCRI agreement. A separate implementation of these modules is therefore not necessary.
2. The four modules mentioned under New Scope are believed to require substantial customization. The man-days and calendar time for development of the customization required will be communicated to MGM Hospital on completion of the solution mapping for these modules. The modules would be developed and charged extra on Time and Material basis and will be considered accepted on successful completion of the UAT for the modules. The onsite and offsite rates for customized solution will be as mentioned for additional days in the MOU.

