

महाराष्ट्र MAHARASHTRA

● 2017 ●

SC 000591

सुवर्णचक्र दिनांक 28 MAR 2018
हयकोशगाराने नांद-पनवेल,
वि. रावगड.

हयकोशगार अधिकारी
कमलेश - रावगड.



MEMORANDUM OF UNDERSTANDING

This Agreement made at Kamothe on 19th day of April 2018.

BETWEEN

MGRC Sahiyara Eye Bank, having its Registered & corporate office at 305 B, Manas residency, Teen petrol pump, LBS road, Thane (W) Pin -400 602 hereinafter referred to as "**Eye Bank**" which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the ONE PART.

AND

Mahatma Gandhi Mission Medical College & Hospital, Kamothe, having its registered office at Sector 1, Plot No 1 & 2 Kamothe, Navi Mumbai 410 209. Hereinafter referred to as "**MGM**" is in the business of Medical Education for the undergraduate and post graduate students and also caters to the health Care needs of the surrounding population in Raigad district through their tertiary level care hospital located at Kamothe, Navi Mumbai.

Medical Superintendent
M. G. M. HOSPITAL, KAMOTHE



Scope of MOU:

In recognition of the benefits of cornea transplantation, the "MGM" and the "Eye Bank", enter into this MOU in order to facilitate the proper utilization of corneal tissue for transplantation, research and medical education.

Now this agreement witnessed as under:

Article 1: Effective Date

The Parties hereby agree that the effective date of the Agreement shall be the date on which the agreement is signed. This agreement shall be in force until otherwise terminated as provided for in this MOU.

Article 2: Service Objective

The purpose of this MOU is to provide a basis for interaction between the MGM and the representative of the eye bank by establishing suitable policies and procedures and by identifying responsibilities of the MGM and the Eye Bank as set forth below

RESPONSIBILITIES OF THE KERATOPLASTY CENTRE :

The MGM shall:

1. Counsel the patient suitable for keratoplasty.
2. Fill up the 'keratoplasty registration' requisition form of MGRC Sahiyara Eye Bank, duly signed and stamped by the operating surgeon of MGM.
3. Get the duly filled up form submitted to MGRC Sahiyara Eye Bank as per the norms of the eye bank.
4. After utilization of the cornea, send across the 'recipient information details' and the 'adverse reaction report', if any, in the prescribed format.
5. Necessary eye donation education & awareness activities at MGM (Like put up Eye Donation awareness Posters and awareness materials)
6. Transportation of tissues in good condition following proper storage norms along with authorized representative by institutes seeking tissues.

RESPONSIBILITIES OF EYE BANK :

The Eye bank shall,

1. To perform Specular microscopy testing for tissues forwarded by MGM free of cost.
2. To share quality parameters
3. Any Necessary training for Eye Banking.
4. To give necessary awareness material from the Eye Bank to keratoplasty centre.
5. Any support related to eye bank activities.

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Medical Superintendent
M. G. M. HOSPITAL, KAMOTHE



Article 3: Limitations of liability and indemnity

3.1 Eye bank will not interfere in the treatment and medical care provided by MGM.

3.2 Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable by reason of failure or delay in the performance of its duties and obligations under this Agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

Article 4: Termination

In the eventuality of discontinuation of the arrangements intended under this Agreement, by either party, one-month notice would be provided.

This tie up arrangement would be valid for a period of 3 year from the date of signing of this Agreement.

Article 5: Confidentiality

MGM & Eye Bank undertakes to maintain confidentiality pertaining to information, data of each other.

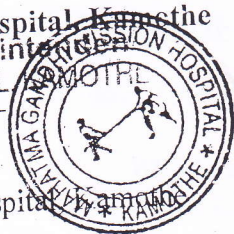
Article 6: Arbitration

Any dispute or difference or question arising out of this agreement shall be discussed between the parties and resolved amicably under the provisions of the Arbitration and Conciliation Act, 1996 or any reenactment or modification thereof. If any amicable solution cannot be reached within 60 days, either party shall have the right to have the said dispute settled within jurisdiction of Mumbai only and the proceedings carried out thereafter shall be in English language

Authorized officials from MGM Medical College & Hospital, Kamothe And MGRC Sahiyara Eye Bank

MGM Medical College & Hospital, Kamothe
Medical Superintendent

K.R. Salgotra
Lt. Gen. Dr. K.R. Salgotra,
Medical Superintendent,
MGM Medical College & Hospital,
Sector 1, Plot No 1 & 2,
Kamothe, Navi Mumbai- 410 209



MGRC Sahiyara Eye Bank

Dr. Jatin Ashar
Dr. Jatin Ashar
Medical Director

MGRC Sahiyara Eye Bank
305 B, Manas residency,
LBS road, Thane (W)

MGRC SAHIYARA EYE BANK

305 - B, Manas Residency,
Teen Petrolpump, L.B.S. Road,
Thane (W) - 400 602,
India.
Tel.: 2534 1919
Email : sahiyaraeyebank@gmail.com
Website : www.sahiyaeyeeyebank.com

SAHIYARA EYE BANK

Date: 25 Apr 2018

Place: Kamothe