MEMORANDUM OF UNDERSTANDING

This business alliance MOU is entered on this ___ day of _____ 2019 at New Delhi by and between Umaya Healthcare Services Private Limited, a company registered under Companies Act, 1956 and having its registered office at 803, Business Park, 81 High Street, Greater Faridabad, Haryana – 121002 |India (hereinafter referred to as the "First Party") which expression shall, unless repugnant to the context or meaning thereof mean and include its successors and assigns of the First Part;

AND

_____, a company registered _____ _____ and having its registered office at _____ _____ _____, (hereinafter referred to as "Second Party"), which expression shall mean and include its successors and permitted assigns of the other part. The First Party and Second Party will be individually referred to as "Party" and collectively as "Parties".

WHEREAS First Party has approached the Second Party for the purpose of connecting the business of the Second Party through its various healthcare initiatives and online market place through umayahealthcare.com / Umaya

Umaya healthcare and other associated website as e-commerce platform. The Second Party has shown willingness to connect its business, products and services to the online market place of the First Party.

Both parties have mutually agreed to the following terms & conditions.

1. Term of MOU: -The initial terms of this MOU will be 3 (Three) years from w.e.f _____ _____, 2023 and can be extended for a mutually agreed period on such terms as may be agreed.

2. The Second Party hereby agrees to provide necessary healthcare services as may be required by the patient as per procedure subject to the terms and conditions of this MOU and shall follow its standard procedures for rendering services to patients and follow standard protocols for providing necessary care.

3. Both Parties shall be responsible for all legal and statutory compliances on their part and take all-possible measure to ensure regulatory as well as observance of all local authorities' rules, regulations and guidelines.

4. Both Parties have entered this agreement on good faith and general trust without any exclusivity.

5. Obligation of the First Party: -

a) The First Party shall connect the business of the Second Party through its various channels including its online market place by the name Umayahealthcare.com or any other Internet domain name that may be replaced or in parallel to the existing domain name as per business contingencies of First Party with prior intimation to the Second party, on terms and conditions as per this MOU.

b) The First Party shall provide appropriate space, listing of the business information of the Second Party on its online market place Umayahealthcare.com to facilitate the listing of services of the Second Party and, compare or sale of the products and service of The Second Party.

c) The said information may be displayed in the manner, style, size or space as per the IT plan of First Party and as agreed / accepted between both by the Parties,

d) The First Party hereby represents and warrants that First Party duly owns all intellectual property rights with respect to the website Umayahealthcare.com and has the authority to execute this MOU with the Second Party.

e) The First Party can evolve newer ways to promote the business, products and services of The Second Party individually or by bundling the products and services of the other parties with the prior written consent of The Second Party.

6. Obligation of the Second Party: -

a) That second party shall get approval of its tariff applicable on various category of patient within 7 days from date of signing of this MOU and shall not alter the same without written approval of First Party. However, any revision in tariff for any services shall be pre-intimated at least one month before its applicability.

b) The Second Party had represented and confirmed that it shall be responsible for providing all services through professional competent medical personnel only.

c) In case the product or services cannot be delivered for reasons attributable to the Second Party or the online client wish to cancel the order prior to receiving any services but have paid for the same, both parties shall evolve a robust mechanism to refund the amount if otherwise the same is refundable as per market practice, conditions. The First Party hereby agrees and understands that the fees shall not be refundable to the clients for the Services rendered by the Second Party.

d) The Second Party shall be solely responsible for the quality of services offered or sold by it and also for timely delivery of services. In no circumstances The First Party will be responsible for the quality or accuracy of the product and service of The Second Party or for the delay in meeting out the turnaround time (TAT) for any product or service for reasons attributable to the Second Party.

e) The Second Party shall provide all possible information as regards to special business promotion, sale or any offer for all digital market place customers in a way that price 3 offered through Umaya healthcare channels are not higher than the price offered to walk in patients.

f) The Second Party shall be solely responsible for all civil/criminal consequences in omission /commission of any act arising due to observance/ failure of its medical & other employees in performance /delivery of any service under this MOU. Any Legal claim for damages on account of negligence in rendering of service shall be of second party.

7. Referral Fee: Second party agreed to offer ____% of the treatment cost (except OPD consultation and consumables.

8. Legal Compliances: - The Second Party shall ensure that all legal Compliances, approvals are obtained before posting any material on any of the sites. Second Party shall be responsible for non-compliance of any government regulations, laws related to the posting of the material on any of the sites and also of Protecting its own IPR as well as guard against any possible infringement of IPR's of any third parties.

9. Indemnification:- Second Party agrees to indemnify, defend, save and hold harmless First Party, and their respective directors, officers, officials, agents and employees from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, and expenses and costs of suits, and settlement clause and expenses agreed to in advance in writing by First Party, arising out of or in connection with

(i) any negligent or wilful act or error / omission of Second Party including its directors , officers , doctors , employees , authorized agents etc. and / or which causes diseases or death (ii) any injury to or destruction

(a) any breach of the terms and conditions, violations of law, statute, rule and ordinance.

(b) any actual infringement or misappropriate of Company's patent, copyright, trademark or of any third party or alleged infringement or in appropriation of any or confidential information of any third party. The Second Party shall be liable for the all liability including the attorneys cost & legal expenses without any limitation under the above clause irrespective of the amount involved.

However First Party shall have no objection to Second Party covering these liabilities in insurance cover.

10. Intellectual Property Rights:

a) Second Party agrees that any IPR's or trademarks, logos, trade names or identifying slogans which are the property of First Party shall not be used by second party for any purpose without prior consent of First Party. 4

b) That either of the Parties shall not use any intellectual property of other including brand name without the prior written permission.

c) In the event of termination of Agreement for whatsoever reason both Parties rights to use any trade mark logos or trade names of each other shall cease immediately

11. Force Majure:- No party shall be deemed to be in breach of this MOU if it is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including without limitation, Acts of God or of the public enemy, war like situation, flood, storm, strikes or statutes, regulations, rules or actions of any central, state or local government of India, or any agency thereof. However if these conditions continue for a period more than 4 weeks then either party can suspend implementation of this MOU till such conditions continue.

12.Notices:- Any notice, demand or other communication required or permitted to be given to either party by, or made pursuant to, this MOU shall be in writing and shall be either:

a) Personally delivered to such party against acknowledgement.

b) Sent by prepaid Courier; or Speed Post.

c) Sent by email or similar method of recorded communication.

13. Termination:-

a) Both Parties shall have the right to terminate this MOU after lock-in period expire by giving a written notice of 30 days to the other Party. However all transactions booked prior to termination shall continue to be delivered even after termination of the MOU.

b) In the event of any breach by either Party under this MOU and failure to remedy such breach within 5 (five) days ("Cure Period") after receiving a written notice from the other Party, It shall have the right to cancel the contract with immediate effect.

14. Effects of Termination:

a) Upon termination/expiry of this Agreement, each Party agrees to promptly return to the other Party all Proprietary Information , all records and information in its possession and/or any property of other Party , which may come into possession pursuant of this MOU. Both parties shall settle for all services that are availed till the date of termination.

b) During the period of notification of termination, the Second Party shall continue to provide the Services at the same level and with same skill as provided during the Term 5 and each Party shall settle all dues for the Services availed by other Party .

c. It is agreed that clause (11) on Legal Compliances, clause (12) on Indemnification (13) on Confidentiality and clause (14) on Intellectual Property Rights Shall survive for a period of two years after termination and clause (19) on Arbitration shall survive indefinitely.

15.Arbitration:- All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this MOU or the breach thereof shall be referred to the Managing Director of First Party or such representative as decided by First Party. In case the same is not resolved within 30 days then the matter shall be settled by Arbitrator appointed by both the parties with mutual consent under the provisions of Arbitration and Conciliation Act, 1996 and the rules made there-under. The award made in pursuance thereof shall be binding on the parties. The Arbitration proceedings shall be conducted in New Delhi and all such proceedings shall be conducted in English language. The cost of arbitration proceedings shall be borne equally by the parties.

16. Payment Process for Umaya hospitals services - Domestic & International.

Cash patient:

• Initial admission Amount will be submitted by Umaya Team / Patient at the time of admission.

• Hospital will share detail bills to Umaya before the patient discharge.

• Umaya team of qualified doctors to review the bills received and review the same if the treatment provided is in line with medical condition.

• If the bill is found in order, Umaya team will ask patient to remit the payment to hospital before discharge.

• If any discrepancy reported by Umaya doctor, Hospital to provide clarification or correct the bill. Once Umaya team is satisfied, Umaya team will ask patient to remit the payment to hospital before discharge.

• After deducting the Referral Amount from Booking Amount, rest of the amount will be transfer back to Hospital by Umaya Team.

• Hospital to issue cheque or transfer percentage of referral fee to Umaya within 30 days from treatment date. Insurance patient (Cashless):

• For Domestic/International Patients covered by Medical Insurance, hospital shall not take any payment from the patient.

• Service Provider has agreed to offer Cashless treatment to employee / members upon received of Pre-Authorization / GOP from the Health Care facilitator.

• Umaya will issue GOP to the hospital, mentioning the sum covered and other relevant details. Hospital will intimate Umaya about the case progress timely.

• If for any reason, the cost of treatment is expected to go beyond the GOP covered amount, the Hospital will inform Umaya about the increase immediately in writing explaining the reasons behind the same and will seek approval from Umaya.

• Umaya agrees to make the payment towards the Pre-Authorization / GOP issued against the treatment availed by the members / employees within 45 days from the receipt of detailed invoice.

IN WITHNESS WHEREOF, this MOU has been executed by the Parties hereto on the day and year first above written.

On behalf of Umaya Healthcare Private Limited Designation : _____	For and On behalf of_____ _____ (*Name of Service Providers*)_____ Designation : _____

WITNESS:-

(1) (2)

Payee name, PAN card name and Hospital name Declaration

This is to inform / declare you that we (hospital name)_, located at_____

_____

According to company incorporation / proprietary concern our hospital name is___
_____andhospital PAN card / existing PAN card name_____and bank account holder's name is_____.
All IT returns will be filed on the following PAN card number and name mentioned below:

Nature of Company / Hospital: Proprietorship / Partnership / Pvt. Ltd / Public Limited (please tick)

Name on the PAN Card _

PAN card No.___

Hospital Account Holders Name / Payee Name (as per bank records)

_____

Account No.____Account type: Savings / Current / CC / Others IFSC code.__MICR No._____
Bank Name._____

Bank Address.__

(Authorized Signatory)

Name___

Designation_____

Contact Number _

Hospital / Company Seal__

Date : __

Hospital Name:
City:
To
Provider Management Team,
Umaya Health Care Services Pvt Ltd. Faridabad Haryana.

Sub: Empanelment with UMHCS

Dear Sir,
We would like to Empanel our hospital with Family Umaya Health Care Services Pvt Ltd.

We here by accept Aditya Birla Health Insurance Company agreed tariff along with discounts forall other Insurers.

Thanks & Regards,

Hospital Name:
Signature:
Date:

Hospital Information Proforma

I General Information

1 Name of the Hospital

1.1 Common Name 1.2 Main Hospital/ Branch

1.3 Registered Name 1.4 Hospital Registration Number

1.5 Year of Establishment 1.5 Website

2 Address

Ownership of Premises Own/Rented

Locality 2.3 Street

2.4 City/Town 2.5 Mandal

2.6 District 2.7 State

Pincode

STD Code 2.10 Telephone Number

2.11 Mobile 2.12 E-Mail

3 Ownership Details

3.1 Individual 3.2 Partnership

3.3 Private Limited 3.4 Government

3.5 Trust 3.6 Other (Specify)

3.7 Owner Name 3.8 Designation MD/CEO/Chairman

3.9 Landline 3.10 Mobile

3.11 Fax 3.12 Email

4 Details of Contact Persons

TPA Coordinator

4.1.1 Name of the person 4.1.2 Designation

4.1.3 E-Mail 4.1.4 Fax

4.1.5 Mobile

Billing Person

4.2.1 Name of the person 4.2.2 Designation

4.2.3 E-Mail 4.2.4 Fax

4.2.5 Mobile

Marketing Head

4.3.1 Name of the person 4.3.2 Designation

4.3.3 E-Mail 4.3.4 Fax

.3.5 Mobile

II Financial Details

1.1	Name of the Bank		1.2	Branch	
1.3	Account Number		1.4	Account Type	
1.5	IFSC Code	1.6	UPI		
1.7	PAN/TAN	1.8	GST No		
1.9	Cheque to be drawn in favour of				

III Bed Strength

1.1	Number of total beds	1.2	Number of ICU beds

IV Type of the Hospital (Please Tick √)

1.1	Multispecialty	□	1.2	Single Specialty	□
1.3	Clinic	□	1.4	Day Care Centre	□

V Available Specialties (Please Tick √)

1 Surgical

1.1	General Surgery	□	2.1	General Medicine	□
1.2	Orthopedics	□	2.2	Pediatrics	□
1.3	Ophthalmology	□	2.3	Pulmonology	□
1.4	ENT	□	2.4	Psychiatry	□
1.5	OBG	□	2.5	Neurology	□
1.6	Neurosurgery	□	2.6	Gastroenterology	□
1.7	Genitourinary	□	2.7	Dermatology	□
1.8	Surgical Gastroenterology	□	2.8	Endocrinology	□
1.9	Pediatric Surgery	□	2.9	Nephrology	□
1.10	CT and Vascular Surgery	□	2.10	Rheumatology	□
1.11	Plastic Surgery	□	2.11	Radiation Oncology	□
	Surgical Oncology	□	2.12	Medical Oncology	□
	Dental	□			

3 AYUSH and Others

3.1	Ayurveda	□	3.2	Yoga	□
3.3	Unani	□	3.4	Sidda	□
3.5	Homeopathy	□	3.6	Naturopathy	□

V Accreditation

1.1	NABH	Yes/No	1.2	NABL (for lab services)	Yes/No
1.3	ISO	Yes/No	1.4	JAC	Yes/No
1.5	Others (Specify)				

VI Empanelled with

1.1 Number of Insurers empanelled with 1.2 Number of TPAs Empanelled with

1.3 CGHS Yes/No 1.4 State Government Yes/No Other self funded

1.5 ESI Yes/No 1.6 schemes(Specify)

1.7 Others (Specify)

VII Details of applicable permits (Please Tick √)

1.1	Registration under State Act	Permanent /Temporary No.	Validity	From To	
1.2	Registration Under PNDT actNo/No.s	□	1.3	Certificate from Pollution Control Board(Biomedical Waste)	□
1.4	Municipal Permit	□	1.5	Drug License	□
1.6	Fire safety Certificate	□	1.7	Blood Bank License	□
1.8	Ambulance Registration(RTA)	□			

VIII Infrastructure- General

1 Civil

1.1 Total area in Sft 1.2 Plinth area/carpet area in Sft

1.3 Number of floors 1.4 Central oxygen Suction Yes/No (Tick as per areas of supply) (Theatres/Emergency Areas/Total Hospital)

1.5 Ramp Yes/No 1.6 Number of Lifts

2 Allied Facilities

Blood Component

2.1 Blood bank In-house/Tie-up 2.2 Seperation Yes/No Hired/Own

2.3 Ambulance/s Numbers 2.4 Type of Ambulance Van/Ambulance/With Ventilator

2.5 Basic Laboratory Yes/No 2.6 Advanced Laboratory Yes/No

2.7 Emergency Lab 24x7 Yes/No 2.8 Power Backup Facility Yes/No

2.9 Pharmacy In-house/Tie-up 2.10 Emergency drug store 24x7 Yes/No

2.11 IT-HMIS Yes/No 2.12 Type of IT support Only Billing/Inventory/HIS/EMR

2.13 Pantry Yes/No

IX	Accomodation Type		
1	**Non AC Accomodation**	**Number of Units**	**Number of Beds**
General Ward- Male			
General Ward- Female			
Sharing Multiple			
Sharing – Triple			
Sharing – Double			
1.6	Single Rooms		
2	**Air Conditioned Accomodation**	**Number of Units**	**Number of Beds**
General Ward A/C-			
Sharing - Multiple A/C			
Sharing - Triple A/C			
Sharing - Double A/C			
Single A/C			
2.6	Deluxe Rooms		

X	Emergency Units	Number of Beds		Number of Beds
1.1	Casualty	1.2 Acute Medical Care		
1.3	Pediatric ESR		1.4 Labour Room	

XI	High Dependency Units (ICU)	Number of Units	Number of Beds
1.1	**Common ICU**		
Specialty ICUs			
MICU			
SICU			
PICU			
NICU			
ICCU			
Neuro ICU			
RICU			
Trauma Care			
Others			

XII	Life Saving Equipments	Availability	Numbers
Monitors	Yes/No		
Ventolators	Yes/No		
Defibrillators	Yes/No		
Resuscitation Kits	Yes/No		
Oxygen Cylinders	Yes/No		
Suction	Yes/No		
IABP Pump	Yes/No		
Nebulizor	Yes/No		
Tracheostomy Kit	Yes/No		

XIII	Theatre facility	Availability		Numbers	
1	**Facility Type**				
1.1	Major OT	Yes/No		Numbers	
1.2	Minor OT	Yes/No		Numbers	
1.3	Septic OT	Yes/No		Numbers	
1.4	Procedure Rooms	Yes/No		Numbers	
1.5	Others	Yes/No		Numbers	
2	**Civil infrastructure in OT**				
2.1	Segregation	Yes/No	2.2	Washing Area	Yes/No
2.3	Changing Rooms	Yes/No	2.4	Recovery room	Yes/No
2.5	Climate control	Yes/No	2.6	Sterilization	Yes/No
2.7	Laminar Air flow	Yes/No	2.8	Tiled/Painted walls	Yes/No
3	**Theatre Equipment**				
3.1	Shadowless Lamp	Portable /Fixed Ceiling	3.2	Boyles apparatus(Numbers)	
3.3	Oxygen	Central/ Cylinder	3.4	Suction	Central/ Portable
3.5	Operating Microscopes	Yes/No	3.6	Endoscopes	Yes/No
3.7	C-Arm	Yes/No	3.8	Harmonic Scalpel	Yes/No
XIV	**Diagnostic and Laboratory Services**				
1	**Imageology**				
1.1	Portable X-Ray	Yes/No	1.2	X-Ray	Yes/No
1.3	Contrast Study	Yes/No	1.4	Ultrasound	Yes/No
1.5	Color Doppler	Yes/No	1.6	Echo	Yes/No
1.7	CT	Yes/No	1.8	MRI	Yes/No
1.9	Mammography	Yes/No	1.10	Isotope Study	Yes/No
2	**Biochemistry**				
2.1	Centrifuge	Yes/No	2.2	Calorimetry	Yes/No
2.3	Semi-Auto Analyzer	Yes/No	2.4	Auto-Analyzer	Yes/No
2.5	Immunology	Yes/No	2.6	Hormone Assay	Yes/No
3	**Microbiology**				
3.1	Hotair Oven	Yes/No	3.2	Culture equipment	Yes/No
3.3	Elisa Reader	Yes/No			
4	**Pathology**				
4.1	Microscopy	Yes/No	4.2	Histopathology	Yes/No
4.3	Hematology	Yes/No	4.4	Cytology	Yes/No
XV	**Manpower**	**Numbers**			**Numbers**

Duty Doctors

Consultants-Fulltime 1.3 Consultants-Part Time

1.4 Nursing Staff 1.5 Technicians

XVI Specialty Wise Details

1 Cardiology and CT

Services/ Facility **1.2** **Equipment**

Vascular Surgery Yes/No 1.2.1 ECG Yes/No

Cardiac Transplant Surgery Yes/No 1.2.2 Echo Yes/No

Cathlab Yes/No 1.2.3 TMT Yes/No

Holter Monitor Yes/No

Doppler Yes/No

PFT Yes/No

OBG

Services/ Facility **2.2** **Equipment**

Labour Room Yes/No 2.2.1 Foetal Monitor Yes/No

2.1.3 Infertility Clinic Yes/No 2.2.2 Foetal Incubator Yes/No

2.2.3 Neonatal Resuscitation Kit Yes/No

Ophthalmology

Services/ Facility **3.2** **Equipment**

Phaco Yes/No 3.2.1 Retinoscopy Yes/No

Laser Yes/No 3.2.2 Gonioscopy Yes/No

LASIK Yes/No 3.2.3 Slitlamp Yes/No

3.2.4 Operating Microscope Yes/No

ENT

Services/ Facility **4.2** **Equipment**

Audiometry Yes/No 4.2.1 Operating Microscope Yes/No

Cochlear Implant Yes/No 4.2.2 Endoscope Yes/No

Gastrienterology

Services/ Facility **5.2** **Equipment**

Colonoscopy Yes/No 5.2.1 Endoscope Yes/No

ERCP Yes/No

Urology

Services/ Facility **6.2** **Equipment**

ESWL Yes/No 6.2.1 Uroflometry Yes/No

PCNL Yes/No 6.2.2 Endoscope Yes/No

Renal Transplant Yes/No 6.2.3 Lithotripsy Yes/No

Orhopedics

Services/ Facility **7.2** **Equipment**

Joint Replacement Surgery Yes/No 7.2.1 Orthoscope Yes/No

Corrective Surgery Yes/No

Neurology

Services/ Facility **8.2** **Equipment**

EEG Yes/No

ENMG Yes/No

9	**Plastic Surgery**				
9.1	**Services/ Facility**		**9.2**	**Equipment**	
9.1.1	Burns	Yes/No	9.2.1	Operating Microscope	Yes/No

10	Nephrology				
10.1	**Services/ Facility**		**10.2**	**Equipment**	
10.1.1	Hemodialysis	Yes/No	10.2.1	Hemodialysis Machines	Yes/No
10.1.2	Peritoneal Dialysis	Yes/No			

NATIONALIZED ELECTRONIC FUND TRANSFER DETAILS	
Provider Information	
	Date:
Hospital Name:	
Hospital Address:	
Hospital code with FHPL(PRC):	
Email Id:	
Provider Bank Account Details	
Name of the Bank: Contact Person Name and Phone No.	
Bank Accounts related):	
Bank A/c.Name (Payee Name):	
Bank Account Type:	
Bank Branch:	
Bank Address:	
IFSC Code:	
IFSC Code N words:	
MICR No.:	
PAN No.:	
PAN Card Type:	1. Individual 2. Company 3. Firm 4. Trust 5. HUF 6. Others
Name on PAN Card (Deductee Name):	

I / We hereby declare that - the above information provided by me / us is best to my / our knowledge and also I / We accept the Electronic payment facility and declare that I/we is/or holder in the above mentioned bank account and any liability arising out of this facility, directly or indirectly, now or in future, would be borne by me/us. I/we understand that this facility is subject to a minimum amount of payment, being payable to me/us.

Authorized Signatory

Name: **Bank Attestation**

Designation: **Bank Seal**

Contact Phone No: **Authorized Signatory**

Hospital / Company Seal **Date:**

Date:

Enclosures:

1. PAN Card copy 2. Cancelled cheque original only / Bank NEFT confirmation letter
3. Service tax registration copy 4. Bank statement / Pass book copy (in case of Payee name not printed on cheque)

Note -

1. To be filled in English & block letters.
2. All the details needs to be filled / provided mandatorily, failing of which application shall be considered incomplete.
3. FHPL reserves the right to physically verifythe facts by visiting the centers.
4. All documents need to be duly signed and stamped.