

Akila Bharatha Mahila Seva Samaja ®
Indique Penta, 51, Richmond Road, Bangalore 560025

AGREEMENT FOR SERVICES

This Services Agreement ("**Agreement**") is made on the 1st day of June 2023, between

Akila Bharatha Mahila Seva Samaja (ABMSS), a charitable society registered under the Karnataka Societies Act, with its registered office at No 268, 6th Cross, 1st Block, Jayanagar, Bangalore 560 011, Karnataka ("**Society**", which term shall unless repugnant to the context mean and include its successors-in-interest, assigns and legal representatives);

AND

JSS Academy of Higher Education and Research (Deemed to be University) which runs **JSS Dental College and JSS Hospital**, a Hospital registered under the provisions of the Karnataka Private Medical Establishment Authority, Mysore District to provide services under Allopathic system of Medicine, with registration number being MYS-01856-AA-HP issued on 15-12-2017 with its registered office being JSS Medical Institutions Campus, Sri Shivarathreshwara Nagar, Mysore 570 015 (hereinafter referred to as the "**Hospital**", which term shall unless repugnant to the context mean and include its successors-in-interest, and legal representatives).

The Society and the Hospital hereinafter referred to individually as the "**Party**" and collectively as the "**Parties**" as the context may require.

WHEREAS:



- A. The Society is involved in financially supporting the treatment of underprivileged children born with facial deformities like cleft lip and palate and other congenital facial malformations;
- B. The Hospital is engaged, *inter alia*, in the business of providing health care services to the public;
- C. Based on the representations of the Hospital, the Society is desirous of engaging the Hospital for the provision of certain services (hereinafter referred to as "**Services**"). The Parties acknowledge and agree that pursuant to the execution of this Agreement, the Hospital shall offer operate as a service provider to the Society

NOW THEREFORE, for the mutual promises, representations and covenants herein set forth, the Parties hereby agree as follows:

1 Definitions and interpretation

- 1.1 The following terms shall have the following meanings for the purposes of this Agreement during the project:
 - 1.1.1 'Commencement Date' means 1st June 2023.
 - 1.1.2 'Fees' shall mean the meaning ascribed in Appendix C.
 - 1.1.3 'Term' means from the Commencement Date for the period 1st June 2023 until 31st March 2024.



- 1.2 Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

2 Appointment

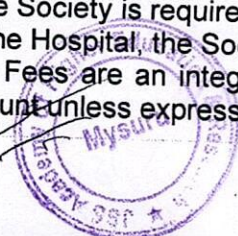
The Society engages the Hospital for the Services set out in **Appendix A** for the Term of the Project following which the performance would be reviewed and a future contract would come in to force.

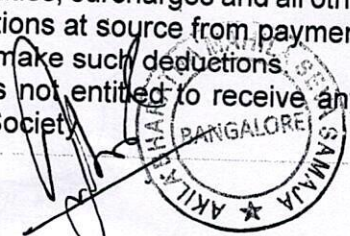
3 Hospital's obligations

- 3.1 The Parties agree that the envisaged and agreed scope of duties and responsibilities of the Hospital are set out in **Appendix A**.
- 3.2 The Parties acknowledge and accept that, given the nature of the duties of the Hospital, it is impossible to give an exhaustive description of the duties incumbent upon the Hospital. The Parties likewise acknowledge and accept that, given the nature of deliverables, the Hospital may be entrusted with tasks that do not precisely correspond to the description of its duties as specified in **Appendix A**, but are similar in nature, or are incidental or necessary to the performance of such duties.
- 3.3 The amendment of one or more elements of the duties of the Hospital shall in no event be regarded as an amendment of an essential element of this Agreement.
- 3.4 The Hospital warrants that it shall provide the services in accordance with the highest industry standards. The Society may in its sole discretion require the re-performance of any Services that do not satisfy acceptable industry standards. If the Hospital with the empaneled doctors fail to satisfactorily re-perform the Services as warranted, the Society shall be entitled to recover the fees paid to the Hospital for its service and the agreed amount to the doctors, for the deficient Services, without prejudices to other rights and remedies available to it under any law.
- 3.5 The Hospital is solely responsible for complying with all applicable taxation requirements in respect to this Agreement, in addition to all other laws that the Hospital is required to comply with in order to provide the Services under this Agreement. Any liability arising on account of non-compliance of the above laws shall be borne by the Hospital.
- 3.6 The Hospital shall comply with all applicable policies and procedures of the Society, and shall sign the Society's intellectual property rights and confidentiality Agreement in Appendix B.
- 3.7 The Hospital may not engage any other surgeons and anesthesiologists for performing these services other than those empaneled by the Society and as specified in Appendix D.
- 3.8 The Hospital may not engage the services of any employees of the society if they are terminated or resigned for a period of upto 3 months upon their relieving. This extends to also staff funded by the society working at the hospital premises. This breach of trust may result in termination or non-renewal of agreement.

4 The Society's obligations

- 4.1 In consideration of the Services to be rendered by the Hospital under this Agreement, the Society shall pay the Hospital:
- 4.1.1 A sum of ("**Fees**") per month, payable monthly as specified in Appendix C.
- 4.1.2 The Fees are inclusive of all applicable taxes, levies, duties, surcharges and all other amounts. If the Society is required to make any statutory deductions at source from payments received by the Hospital, the Society shall duly and punctually make such deductions.
- 4.1.3 The Fees are an integral amount and the Hospital is not entitled to receive any additional amount unless expressly approved otherwise by the Society.

Handwritten signature


Handwritten signature


- 4.2 The Society shall be provided by the Hospital with a panel of approved surgeons and anesthesiologists for conducting surgeries and this list is specified in Appendix D. These professionals shall be empaneled by the Society.
- 4.3 The Society shall provide the Hospital with Safety and Quality Improvement Protocol (hereinafter the "Protocol") and any other applicable guideline(s) for treatment and treatment of patients as set out in this Agreement.

5 Infrastructure Requirements

- 5.1 The Hospital shall provide the Services subject to satisfaction of the following procedure and requirements:
- 5.1.1 The patient must be provided an admission form / case sheet / discharge summary;
 - 5.1.2 All routine investigations (as necessary) to be performed, including but not limited to Blood, Electro Cardio Gram, Electrolytes, Serology, X-Ray (Chest), RT PCR;
 - 5.1.3 A pediatric review;
 - 5.1.4 A physician's review;
 - 5.1.5 O.T procedure;
 - 5.1.6 Provision to stay one (1) day, at the intensive care unit, if necessary; and if medical reasons require 2 to 4 days stay at a general ward with all consumables and medicines for surgery, pre surgery and post-surgery;
 - 5.1.7 Food and beverage for patient and one attendant;
 - 5.1.8 Photography and documentation as listed out in Appendix A along with photo consent and risk appraisal form of the Society;

6 Public relations

- 6.1 The Society reserves the right to publicize the cooperative efforts between the Parties through the use of literature, photographs, video film production, and other media. The Society may also issue press releases and have the option to hold press conferences to announce the partnership and its progress at any point of time. The Parties agree to be receptive to assisting in each other's efforts for publicity and / or additional fundraising. The Hospital acknowledges that the words "ABMSS", and the logo of the Society are the exclusive intellectual property of the Society.
- 6.2 The Parties agree that all rights of and for publication of every kind and nature concerning the co-operation between them lie with the Society (e.g. photographs, press, television, radio, internet). The Parties will aid one another in their efforts to publish their mutual activities. The Parties agree to grant each other, without prior consent, authority to use the other Party's name and/or corporate logo when publishing their co-operation. However, the Hospital may use these materials for its promotional activities.
- 6.3 The Hospital shall be obliged to refer the partnership, as set out in this Agreement, in its own publications (including but not limited to marketing material) at all times.
- 6.4 The Hospital shall affix to the buildings of the cleft centre, outside and inside, a name plate with the inscription mentioning ABMSS as supporter. Actual format is provided in Appendix F. Failure to display the board within a fortnight from the commencement date of the Agreement may lead to termination or non renewal of the agreement.



7 Project Management and Administration

- 7.1 The Parties agree that the surgeon mentioned in Appendix B at the Cleft Centre shall be the **'Project Director'** who shall be responsible for all treatment and incidental activities carried out at the Hospital including management of the center and for communication and collaboration with the Society.
- 7.2 The Hospital shall send the billing details and invoices in formats agreeable to the Society and reports which detail out all beneficiary information.
- 7.3 The Hospital shall send a minimum of 6 stories of patients / beneficiaries during the Term of the agreement.


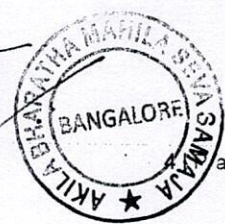
8 Liability and Indemnity

- 8.1 The Hospital shall assume full liability for all medical treatment, interventions, care, and other Services performed under this Agreement.
- 8.2 The Hospital assumes full liability for the Services and provision of Hospital infrastructure which shall always be kept in excellent condition so as to allow the satisfactory treatment of patients as contemplated under this Agreement.
- 8.3 The Hospital agrees that during and after termination of this Agreement, to indemnify the Society and its affiliates, members, officers, directors, employees, agents and representatives (collectively the **"Indemnified Parties"**) 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 person arising from medical treatment, intervention and care and from all acts and omissions in connection with the performance of this Agreement.

9 Confidentiality, Intellectual Property, Non-Compete, Exclusivity

- 9.1 The Hospital shall not at any time during or after the Term divulge or allow to be divulged to any person any confidential information, intellectual property relating to the business or affairs of the Society other than to employees and agents of the Society who have a need to know such information in order for the Society to continue its normal business activities. The Hospital agrees to maintain the confidentiality of all confidential and proprietary information of the Society. The Society shall also own all rights to any deliverables created by the Hospital for the Society under this Agreement. The Hospital agrees, as a condition of the contract, to be bound by the Confidentiality and Intellectual Property Rights Agreement of the Society in **Appendix B**.
- 9.2 During the Term of this Agreement, the Hospital shall not enter into a contract, Memorandum of Understanding or obligation to receive funds with any external charity or CSR partner or any institutional donor or charitable clubs (associations) or social clubs towards receiving financial support for cleft surgeries or comprehensive or allied cleft care other than internal JSS smile scheme along with ABMSS.
- 9.3 It is agreed that no parallel billing or co-payments would be done for the services under this Agreement. A breach of this matter would lead to termination of the Agreement.
- 9.4 The Hospital shall provide all the agreed services free of cost to the beneficiaries of the society.



10 Termination

- 10.1 This Agreement may be terminated by either Party without assigning any reasons, by giving written notice to the other Party, Ninety (90) days prior to date of termination.
- 10.2 Notwithstanding the above, the society reserves the right to terminate this Agreement forthwith, at their sole discretion, in the event of fraud, gross violation of medical standards or willful and mala fide misrepresentations of facts.
- 10.3 The Agreement shall also stand terminated forthwith if so, directed by any statutory body or government department acting as per applicable law.
- 10.4 On the termination of this Agreement, the Hospital shall return all records, publicity material, brochures, etc., pertaining to the services provided under this Agreement, and furnish to the Society detailed accounts of the disbursement of funds and expenditures incurred from the Commencement date to the effective date of termination.

11 Status of the Hospital

During the Term the Hospital shall be an independent contractor of the Society. The Hospital acknowledges and agrees that the Hospital employees shall not make any claim that the Hospital employees have an employment relationship with the Society by virtue of this Agreement.

12 Supersedes prior Agreements

This Agreement supersedes any prior Agreement between the Parties whether written or oral, and any such prior arrangements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the Parties..

13 Miscellaneous**13.1 Notices**

All notices to be given under this Agreement shall be in writing and shall either be delivered personally or sent by registered post or courier or email shall be deemed duly served. The address for correspondence to the Society is ABMSS, Indiquebe Penta, 51, Richmond Road, Bengaluru 560025 and email: info@abmss.in

13.2 The Society's right to assign

This Agreement and all rights under it may be assigned or transferred by the Society.

13.3 Proper law and jurisdiction

- 13.3.1 This Agreement shall be governed by the laws of India in every particular including formation and interpretation and shall be deemed to have been made in India.
- 13.3.2 Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in Bangalore, India.



13.4 Rights cumulative

All rights granted to either of the Parties shall be cumulative and no exercise by either of the Parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.

13.5 Survival of terms

No term shall survive expiry or termination of this Agreement unless expressly provided.



13.6 Waiver and Amendment

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

13.7 Costs

Each of the Parties shall pay any costs and expenses incurred by it in connection with this Agreement.

13.8 No assignment or sub-contracting

The Hospital shall not assign or sub-contract any of his rights or duties under this Agreement without the consent in writing of the Society.

13.9 Counterparts

This Agreement shall be executed in two counterparts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument.

13.10 Severability

If any part of this Agreement is determined to be invalid, the remaining paragraphs shall survive as the entire Agreement.

13.11 Entire Agreement

This Agreement, including the Appendices attached hereto, sets forth the entire Agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written Agreements, understandings, representations, conditions and all other communications relating thereto.

14. Equipments, Instruments and Capital Items:

14.1 All capital equipment that may be deployed by the Society for the Hospital shall remain the property of the Society. The Hospital shall be a trustee of such items only and shall have no right of ownership unless agreed in writing to the contrary by the parties. In the event this Agreement stands terminated on any ground(s), the Society reserves the right to repossess the said equipment and re-deploy it at its own sole discretion or the Hospital shall ensure that the current fair market value of same shall be returned to the society.

14.2 However, this does not apply to what the Society has voluntarily donated to the Hospital. In this case, the Hospital is responsible for the comprehensive maintenance of the capital equipment during the existence of the project.

IN WITNESS WHEREOF THE PARTIES HAVE APPENDED THEIR SIGNATURES ON THE DAY, MONTH AND YEAR MENTIONED ABOVE IN TOKEN OF HAVING ACCEPTED THE ABOVE TERMS AND CONDITIONS.

**JSS ACADEMY OF HIGHER
EDUCATION AND RESEARCH:**

Signature:
Name: Dr B Manjunatha
Designation: Registrar



AKILA BHARATHA MAHILA SEVA SAMAJA:

Signature:
Name: Dr Dushyant Prasad
Designation: General Secretary



APPENDIX A

Services and related procedure:

1. The Hospital shall engage the services of surgeons and anaesthetists empanelled by the Society.
2. The Hospital shall make a full and thorough review of available resources at its Surgery department, identify those that need to be added to meet the requirements of this Agreement, and draw up a mutually agreed appropriate action plan for putting them in place in accordance with the Hospital's personnel practices, procedures and standards.
3. Immediately following the Commencement Date, the Hospital will implement credentialing and monitoring procedures in accordance with the Society's Protocol. The Hospital acknowledges that (i) The Society has developed the Protocol for the express purpose of ensuring and maintaining high safety standards, quality improvement and quality control and (ii) The adoption and continued implementation of the Protocol by the Hospital is a condition to the Society's obligations hereunder.
4. The Hospital, in collaboration with the surgical team, will follow guidelines and Protocol laid down by the Society, in choosing patients for treatment, using methods of treatment & necessary documentation.
5. The Hospital shall provide the Society with complete patient information for each surgical case. The complete records shall be provided to the Society on a continuous basis. The Society will only pay for those services that are completely documented and may reject services with incomplete documentation.
6. The Hospital shall submit monthly invoice for the cases conducted for which complete information has been supplied, with details and in the format prescribed by the Society. All claims shall be settled upon presentation of invoices with list of beneficiaries.
7. In the event that any patient is harmed in any manner that is not in the ordinary course of cleft operations (the "Sentinel Event"), the Hospital will (i) immediately notify the Society of such event and (ii) implement the review process set forth by the Society for Sentinel Event protocol. As part of the Protocol, the Hospital specifically undertakes to report all Sentinel Events within 24 hours of the event's occurrence using the Society's reporting form.
8. On an annual basis, the Hospital will meet with representatives of the Society to evaluate the progress of the partnership. At the time of each meeting, the Hospital will provide the Society with a narrative report, documenting the progress of the Partnership. Included in this report should be a monthly breakdown of the number of surgeries performed, split up by the categories agreed. The parties will agree upon the date and time of each of the meetings.
9. The Hospital agrees to participate in the Society's CLP Database (A free, global, cleft care database) detailed in Appendix G, by submitting the completed patient record, which includes the patient consent form, photo consent and discharge summary. Further the cases operated during each month needs to be uploaded in to the database before the 5th of the Successive month for the payments to be processed failing which payments will get carried over to the next month.

**JSS ACADEMY OF HIGHER
EDUCATION AND RESEARCH:**



Signature:
Name: Dr B Manjunatha
Designation: Registrar



AKILA BHARATHA MAHILA SEVA SAMAJA:



Signature:
Name: Dr Dushyant Prasad
Designation: General Secretary



APPENDIX B
Confidentiality and Intellectual Property Rights Agreement

To,

Akila Bharatha Mahila Seva Samaja
No 268, 6th Cross, 1st Block, Jayanagar
Bangalore 560 011, Karnataka

In consideration of

JSS Dental College & Hospital and JSS Hospital, (hereinafter "Hospital") will have access to Society and its proprietary and confidential information;

We agree as follows:

1. Society Intellectual Property

- A. During the course of the service assignment with the Society, it is likely that the Hospital will come into possession of or become familiar with confidential information relating to Society. The Hospital hereby agrees, that no part of such confidential information will be disclosed by the Hospital to any person without the prior written approval of the Society. The Hospital agrees to maintain strict confidentiality in respect of all such confidential information both during and subsequent to the services assignment with the Society.
- B. The Hospital further agrees that all copyright, ownership and intellectual property rights in any work of any nature carried out by the Hospital during the course of the Agreement with the Society shall vest with and remain with the Society. The Hospital agrees that it will not be entitled to claim any right, title or interest therein, including moral rights. In the event it should be established that such work does not qualify as a Work Made for Hire, the Hospital agrees to and do hereby assign to Society all of its right, title, and interest in such work product including, but not limited to, all copyrights, patents, trademarks, and other proprietary rights. The Hospital further acknowledge and agree that the Society may, in its sole discretion, assign to third Parties all such intellectual property rights.
- C. The Hospital further agrees that it shall not disclose to any person all or any part of the intellectual property rights in any work of any nature carried out by the Hospital during the course of the Agreement, belonging to the Society. The Hospital agrees to maintain strict confidentiality in respect of all such intellectual property rights both during and subsequent to the Hospital's service assignment with the Society.
- D. Both during the term of this Agreement and thereafter, the Hospital agrees to fully cooperate with Society in the creation, establishment, protection and enforcement of any intellectual property rights that may derive as a result of the services performed by me under the terms of this Agreement. This shall include executing, acknowledging, and delivering to the Society all documents or papers that may be requested by the Society to enable the Society to establish, publish or protect said intellectual property rights.
- E. If requested by the Society, the Hospital agrees to promptly return to the Society all materials, writings, equipment, models, mechanisms, and the like obtained from or through the Society, including, but not limited to, all Confidential Information, all of which the Hospital recognizes, is the sole and exclusive property of the Society.
2. This Agreement shall be governed by the laws of India. All disputes hereunder shall be resolved in the courts of Bangalore. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

3. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, and assigns.
4. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
5. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.
6. It is agreed that the Society may initiate appropriate legal action against the Hospital for the breach of any of the terms of this Agreement, and to recover the costs of such legal action, including all damages and attorney's fees. The Society may also, at its discretion, terminate the services assignment.
7. This Agreement constitutes the entire Agreement, and supersedes all other previous Agreements. It can only be modified by an Agreement in writing and signed by the Parties hereto.

**JSS ACADEMY OF HIGHER
EDUCATION AND RESEARCH:**



Signature:
Name: Dr B Manjunatha
Designation: Registrar



AKILA BHARATHA MAHILA SEVA SAMAJA:



Signature:
Name: Dr Dushyant Prasad
Designation: General Secretary



Date: 25.05.2023
Place: Bangalore

APPENDIX C
Schedule of Fees

S.No.	Particulars	Amount (INR)	Cases	Total
1	Single Intervention (SIN)	20,000	25	5,00,000

[Handwritten signature]



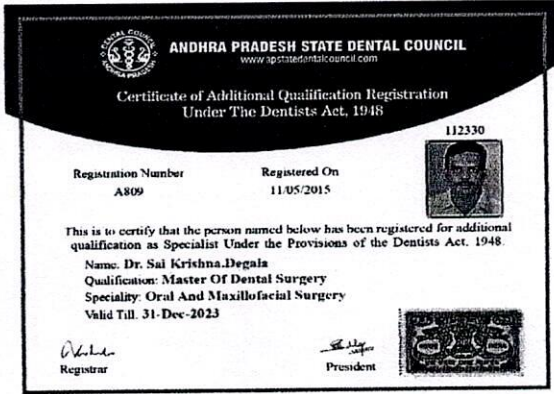
[Handwritten signature]



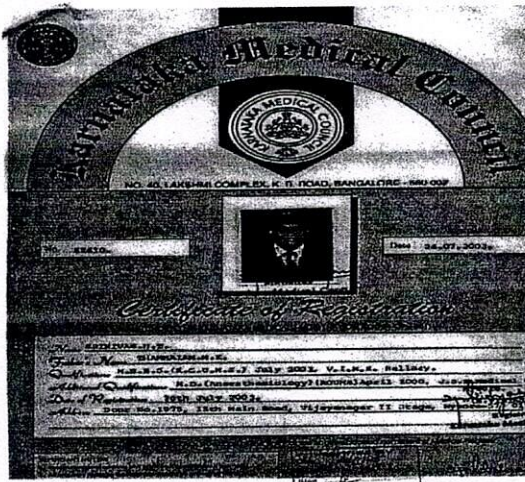
APPENDIX D

List of empanelled medical professionals

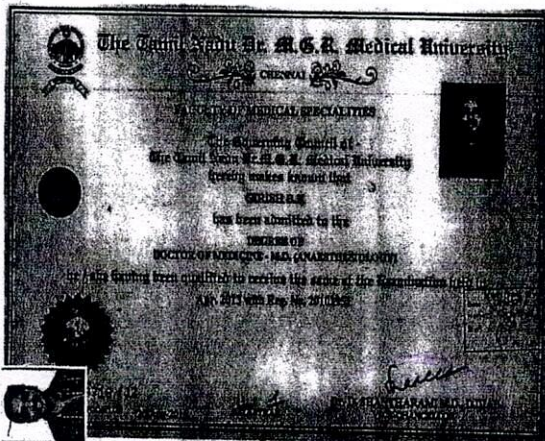
Dr Sai Krishna Degala – Maxillofacial Surgeon



Dr Srinivas H T- Anesthesiologist



Dr Girish B K- Anesthesiologist



(Handwritten signature)

AKHIL BHAVAR JAIN SAMAJA SEVA SAMALAY
BANGALORE

(Handwritten signature)

Mysuru
ABMSS

APPENDIX E

Classification of types of services (surgical procedures)

Cleft Lip & Palate Single Intervention

- Primary Cheiloplasty
- Primary Palatoplasty



Repetition of Procedure:

Any surgery done in the past and booked cannot be repeated without taking prior approval from ABMSS.

Age:

Patients of all ages are accepted but the percentage of younger patients (<18 years) should be at least 85%.

Primary and Secondary surgery allowed ratio: 100:0



A circular purple stamp with the text "AKSHAYA MAHILA SEVA SAMITHI" around the perimeter and "BANGALORE" in the center.

APPENDIX F



JSS DENTAL COLLEGE AND HOSPITAL

ABMSS Partner Hospital



Free Cleft Lip and Palate treatment available

Helpline:   **+91 94802 05334**

[Handwritten signature]



[Handwritten signature]

