

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into at Vishakhapatnam on, 30th November - 2023.

BETWEEN

Toro Health Pvt Ltd a company incorporated under the Companies Act, 1956 and having its office at Old No 6A, Sri Ramakrishna Nilayam, Nethaji Road, P.N. Palayam, Coimbatore - 641037, hereinafter referred to as **"Provider"** which expression shall unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors in office and permitted assigns of the **FIRST PART**,

AND

Alwar School of Business and Computers having its registered address Alwar group of Technical Institutions Campus, Beside Y.S.R. International Cricket Stadium, P.M. Palem, Vishakhapatnam-530041 referred to as **"College"** which expression shall unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors in interest and permitted assigns of the **SECOND PART**

a. **"Provider" and "College" shall be individually referred to as a "Party" and collectively as "Parties"**

b. **RECITALS**

c. **WHEREAS:**

- (a) The Provider is an organization incorporated with the vision to provide quality and comprehensive healthcare services that include facilities and services for creating awareness, prevention, treatment, diagnosis and care for illnesses, to children, adolescents and young adults, irrespective of caste, religion, gender or financial means. The Provider intends to provide healthcare packages to such children, adolescents and young adults.
- (b) The Provider has engaged on its payroll medical practitioners and/or paramedics and/or other healthcare professionals to deliver such healthcare services accordingly.
- (c) The College is an educational College, and in order to promote the health and well-being of its students, the College is interested in collaborating with a healthcare service

- (d) provider to provide a comprehensive health package to all the students and staff of its college.
- (e) The Provider has developed a comprehensive program viz., which includes health screening by its medical professionals supported by its paramedics, providing support and setting up infrastructure for basic first aid facilities at the educational College. It also aims at inculcating habits of discipline, focus and moderation that will lead to a lifetime of good health among students of educational Colleges by introducing a holistic approach to healthcare such as awareness of the benefits of Yoga, hygiene, dietary habits, and exercise. The program envisages delivery of healthcare services at a nominal rate for students and as required, free treatment of underprivileged students.
- (f) The College is desirous of implementing all or some components of the program in its College and the Provider has agreed to provide its healthcare services as per the terms stated in the Scope of the MOU.

NOW THIS MOU WITNESSETH AS FOLLOWS:

1. SCOPE OF THE MOU

This MOU shall govern the relationship between the Provider and the College and the manner in which it shall deliver the Health Basix Program in its College for the **Academic Years 2023 – 2025**

- 1.1. It is agreed that the Provider will maintain an in-College health clinic with all the items as decided between the Provider and the College which are required for maintaining the above-mentioned.
- 1.2. The provider will onboard the Nurse and will ensure thorough training of the professional and licensed Nurse on the Care Station and the other case-handling protocols.
- 1.3. The Provider will provide **Care Station** access for the Nurse, where daily records will be maintained and Monthly case reports will be shared with the College.
- 1.4. It is agreed that the Nurse will be on the campus from Monday to Saturday as a full time in the campus (Timings: 09:00 AM to 5:30 PM), and will be in charge of the **Medical Room / Infirmary Set Up** in the premises.
- 1.5. The Nurse will adhere to the health concerns of the students and notify the College in case of any emergency.
- 1.6. A reliever Nurse will be provided to the College in a day's time, in case the Nurse has to leave due to a contingency. In case of a planned leave, a reliever Nurse will be provided immediately.

1.7. The Provider will upgrade the Infirmary with the required Biomedical Equipment (as per Annexure -2) at the Health Clinic.

1.8. The Provider will give access to the **Digital Solution** (free to download mobile application Health Basix required) and its service offerings

1.9. Health Basix Program is also extended to the staff/teachers of the College at no additional cost

1.10. The enrolled students, staff and teachers shall be collectively known as Members.

1.11. In any given case, the College will not poach or hire Provider resources during the term of this MOU in existence, doing so will draw legal consequences

Please Note – Final Screening and Recruitment of the Nurse will be done by the Provider. In case the College is not happy with the Nurse, the Provider will replace the Nurse with prior notice of 10 days from the College. Medicines and consumables will be procured by the college management accordingly.

2. OBLIGATIONS OF THE PROVIDER

The Provider shall ensure that:

2.1 It shall deliver a comprehensive coverage of services under the Health Basix Program, in a phased manner in consultation with the Nominated Representatives of the College. The Nominated Representative for the purpose of this MOU shall be the Principal of the College

2.2 Trained Nurses/paramedics shall be stationed in the First-Aid room to provide care

2.3 The Nurse will be present on the campus during the college timings.

2.4. Informative literature and health advisory on various health issues are provided and it will conduct various health talks on holistic healthcare and conduct training programs for the benefit of the Members in consultation with the Nominated Representative

2.5. Health Records of the Members are accessible to the Members, and their parent/guardian subject to legally acceptable terms of confidentiality, either physically in the First-Aid rooms or electronically or at the premises of the Provider

2.6. The Provider will not be obliged in any manner whatsoever to deliver services under the Program to any Member on non-receipt of written consent/authorization from parents.

2.7. Members are entitled to discounted services upon display of the Membership Discount Code and

relevant photo identification at participating service providers

2.8. In case an emergency arises when a Member requires medical care beyond first aid, the Provider Nurse shall in consultation with a physician, call for an ambulance and inform the Nominated Representative of the College. The Nurse in consultation with the Provider Doctor shall complete an assessment form with the details of the Member including a preliminary assessment of the Member's condition and handover the same to the Nominated Representative/ Parent/Guardian/ of the Member

3. OBLIGATIONS OF THE COLLEGE

3.4. College shall ensure that all students are enrolled as Members of the Health Basix Program

3.2 The College shall ensure that the terms and conditions/services of Health Basix Program as per this MOU are duly communicated to the Member/Parent/Guardian and shall ensure it hands over the information sheets provided by each Member/parent/guardian

3.3. The College shall nominate the Nominated Representative to be single point of contact to coordinate the Health Basix Program with the Provider

3.4. The College shall provide the Provider with the list of Members, contact details and other particulars

3.5. The College shall provide a room of not less than 100 square feet, the First-Aid room will be equipped with the consumables by the College that include non-prescription medicines required for the day-to-day running of the room and administering basic first aid to Members.

3.6. The College shall ensure that the Members complete and return all necessary documentation including signed Informed Consent forms.

3.7 The costing agreed for the above-mentioned scope of services and deliverables is –

Rs. 24,000/- per month (All Inclusive) for the academic year 2023-25

The payment for the services will be collected by Health Basix as follows –

Monthly Payment Schedule: 24,000/- per month from Dec'23 to Nov'25

Note: Rs. 24,000/- will be collected as advance at the time of Agreement signing which will be adjusted for the first-month invoice i.e. December - 2023 month invoice.

Please refer to **Annexure -2** for the list of infirmary items as part of upgrading the existing Infirmary.

Hardcopy Invoices will be generated by the Provider to the College for the same for the academic year 2023-24.

4. GENERAL CONDITIONS

The Parties agree that no implied or express license to any of the other Party's branding is being granted hereunder and the Parties shall not use any trademark of the other Parties except in accordance with this MOU or unless authorized by such Party in writing.

5. TERM AND TERMINATION

5.1. This MOU shall be valid from the date of commencement of the academic year and for a period of two years. The MOU shall be renewed for a further period at the option of both Parties. The Agreement is Valid from December 2023- November 2025.

5.2. Notwithstanding the above, either Party may terminate this MOU by serving a notice of 30 days to the other Party

5.3. Notwithstanding anything contained in this MOU, this MOU shall terminate upon the occurrence of the earlier of any of the following:

The insolvency, bankruptcy, dissolution, or liquidation of either Party

5.4. Upon expiration or early termination, the Parties will not be liable for any ongoing obligations except for the surviving obligations under this MOU on the date of such termination

5.5 Upon expiration or early termination, both Parties shall return or destroy all Confidential Information of the other Party that it possesses and shall confirm such return in writing within 10 business days of the expiration or early termination of this MOU. Expiration or early termination of this MOU shall not prejudice any of the Parties rights and remedies which have accrued as on the termination date

5.6. Immediately on expiry or early termination of this MOU, the College shall ensure that it informs the parents/legal guardians that the Program has been discontinued and the Provider shall ensure that it hands over all the Medical Records to the concerned Members, parents/legal guardians within a week from the expiry or early termination of this MOU

5.7. Immediately on expiry or early termination of this MOU, the College shall permit the Provider to remove all its equipment and utilities from its premises permanently

6. CONFIDENTIAL INFORMATION

6.1 Confidential Information in relation to a Party means:

- a) Any Medical Records of students/members
- b) any information obtained from, or provided by, the Party in the course of negotiating or performing this MOU which is confidential in nature and/or designated by the Party as confidential
- c) any information about the existence or terms of this MOU
- d) any information concerning the organization, business, intellectual property, technology, trade secrets, know-how, finance, transactions or affairs of Parties
(Whether conveyed in written, oral or in any other form)
- e) any information or materials prepared by or for a Party that contain or otherwise reflect, or are generated from Confidential Information; and but does not include any information that was in the public domain when it was provided to the other Party becomes, after being provided to the other Party, part of the public domain, except through disclosure contrary to this MOU was in the other Party's possession when it was provided to it and was not otherwise acquired from the Party directly or indirectly; or was lawfully received from another person having the unrestricted legal right to disclose that information without requiring the maintenance of confidentiality

6.2. Both Parties shall ensure that all of its personnel are bound by confidentiality terms which are no less stringent than those imposed on either Party under this MOU

6.3. Both Parties shall comply with all relevant obligations under applicable law pertaining to security practices to be followed with regard to medical information made available to such Party

6.4. This Section shall be a continuing obligation on the Parties notwithstanding the expiry or termination of this MOU

7. AUTHORITY

Each Party represents and warrants that it has the authority to enter into, and the respective signatories are authorized to sign and that it has received all necessary approvals to execute the MOU.

8. INDEMNITY

Both Parties agree to fully and completely indemnify, defend and hold harmless, the other Party, affiliates, and permitted assigns from and against all claims, losses, costs, liabilities, damages or deficiencies including legal fees and expenses (hereinafter collectively referred to as 'Losses') suffered, incurred or paid, directly or indirectly, by the other Party, as a result of, in connection with or arising out of any claims

by any person with respect to material breach of any of the provisions of this MOU or material breach of any applicable laws, regulations and globally accepted ethical norms and consenting practices.

9. MEDIATION, ARBITRATION AND JURISDICTION

In the event of a dispute arising out of or relating to this MOU, including any question regarding its existence, validity or termination, the parties shall seek settlement of that dispute by mutual discussions.

If the dispute is not settled by mutual discussions, the dispute shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Tribunal shall consist of a sole arbitrator. The language of the arbitration shall be English. Judgment on the arbitrator (s) award may then be entered in the Courts at Hyderabad, Telangana. The Courts in Hyderabad, Telangana shall have exclusive jurisdiction to entertain any application/petition relating to the dispute between the Parties.

10. NOTICES

Any notice or other communication required or permitted under this MOU shall be in writing, delivered in person, by registered post or by email, and will be deemed given as of the date it is received by the receiving party. Notice shall be given to the parties at the addresses listed below:

If to the Provider:

Attention: Mr. Sarvanan

Contact Number: +91 9626332283

Postal Address: Health Basix, 4th Floor, Aranya Square, No.1 Avarampalayam Road, New Siddhapudur, opp to Women's Polytechnic, Coimbatore-641044

Email: saravanan@healthbasix.com

If to the College:

Attention: Mr. Dr. A. Nageswara Rao

Contact Number: +91 9121825433

11. GENERAL.

In the event that any provision of this MOU is held unenforceable for any reason, the remaining provisions of this MOU shall remain in full force and effect. Any amendment to this MOU must be in writing and must be signed by the parties. No delay or omission by either party in exercising any right hereunder shall be construed as a waiver. The waiver by either party of a breach or violation of any provision of this MOU shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

12. COMPLETE AGREEMENT AMENDMENT.

Each party acknowledges that it has read this MOU, understands them, and agrees to be bound by their terms, and further agrees that they are the complete and exclusive statement of the MOU between the parties which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to this MOU. This MOU may not be modified or altered except by a written instrument duly executed by both parties.

13. COUNTERPARTS.

This MOU may be executed in counterparts and such counterparts may be delivered by facsimile or electronically and each shall be treated by the parties as an original of this MOU.

14. SIGNATORIES

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first herein above written.

For Health Basix,  For TORO HEALTH PRIVATE LIMITED Authorised Signatory Name: Ms. Swathy Rohit Designation: CEO, Health Basix	For Alwar School of Business and Computers  Name: Mr. Rahul Alwardas Designation: Executive Director
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Health Basix Annexure - 1

Offerings	Health Basix
Full Time Qualified Nurse at College	Y
Infirmary Upgrade / In College Health Clinic	Y
General Diagnosis	Y
Maintenance of Health Records - Digital	Y
Individual Health Assessment	N
Bi – Monthly Doctor Visit	N Y
Bi – Monthly Counsellor Visit	N
Insurance*	N
Online Doctor Consultation	Y
Membership Access	Y
Health Seminars	Y
Webinars	Y
Symptom Checker	Y
Newsletter	Y
Child Personalized Health Report	Y

**Health Basix Annexure- 2**

List of Bio-Medical Equipment, Stationary and Nursing Items as discussed between Health Basix and Sanketika Engineering College

S.No	PARTICULARS	QTY	UNDER SCOPE
1	Hospital Cot semi fowler single function with mattress	1	HBX
2	Portable stretcher	1	HBX
3	Mini Refrigerator	1	HBX
4	Saline Stand	1	HBX
Stationary			
1	Treatment Form	3	HBX
2	Registers	1	HBX
3	Nurse Uniform	2- set	HBX