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MEMORANDUM OF UNDERSTANDING

BETWEEN

HEALTH AND FAMILY WELFARE DEPARTMENT, GOVERNMENT OF KARNATAKA

AND

INDIAN CENTRE FOR SOCIAL TRANSFORMATION, Bengaluru

This memorandum of Understanding (MOU) made and entered into and is effective as of April 27th 2017 by and between **HEALTH AND FAMILY WELFARE DEPARTMENT, GOVERNMENT OF KARNATAKA** ("hereinafter referred to as HFWD") an organ of the Government of Karnataka, represented by its Principal Secretary Dr. Shalini Rajneesh (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns), the **First Part**.

AND

Indian Centre for Social Transformation, is a Public Trust registered on 26th December 2009 (vide Document No. 228 of Book IV in the office of the Sub Registrar Halasur, Bangalore) represented herein by Shri. Raja Seevan, Founder Trustee authorized by the board of Trustees (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) incorporated and registered under the Indian Trusts Act, 1882 and having its registered office at #13/A, Shrungar Shopping Complex, 80 Feet Road, M.G. Road, Bengaluru - 560001, the **Second Part**.

This memorandum of Understanding (MOU) establishes a relationship between HFWD and INDIAN CST to jointly identify, qualify and develop solutions to improve healthy life and promote well being of children (premature and term children) and further enabling the implementation of SDG-3 in the State of Karnataka.

WHEREBY it has been agreed and declared by the parties hereto as follows:

I. MISSION

HFWD is major departments of the Government of Karnataka, charged with the responsibility of implementation of the Karnataka State Integrated Health Policy adopted on 30.01.2004 vide the Proceedings of the State Cabinet, Govt., of Karnataka, No. HFW (PR) 144 WBA 2002 and related matters concerning Public Health and Family Welfare.

INDIAN CST is a forum for citizen's collective action to implement Article 51 A (j) of the Constitution which is "to strive towards excellence in all spheres of individual and collective activity so that the nation constantly rises to higher levels of endeavor and achievement." The goal of INDIAN CST is to promote through its network of associates

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(Dr. Shalini Rajneesh)
Principal Secretary to Government
Health & Family Welfare Department

and it's an unique made in India innovative integrated GPMS TRANSPORTAL, that is cloud computing based platform and facilitates crowd sourcing, a number of projects that will deliver cost effective computing, best practices, knowledge management systems and critical applications at affordable costs and bring about social change through IT.

HFWD and Indian CST have come together in a spirit of mutual interest as enunciated under Article 51 A (j) of the Indian Constitution, to synergize their individual strengths and work jointly in the field of **Project Management & Monitoring of Healthcare Projects, Schemes and Programs** to ensure that all targets linked to the Sustainable Development Goal 3 is met within the State of Karnataka as soon as possible.

NOW THESE PRESENTS WITNESSETH AND PARTIES HEREGY AGREE AS FOLLOWS:

II. SCOPE OF THE MOU

The parties shall harness their combined strengths and resources to work on key opportunities primarily in improve early intervention and prevention of disease especially in the children.

Work will be focused on bridging the gap in the knowledge of specialized doctors for Special New Born Care Unit Management System (SNCU) access across Karnataka by providing an ICT framework enabling expert advice to be given in time for acute diagnosis and early intervention for premature neonates in SNCU. Digitizing SCNU across state and real time monitoring of physiological signals, timely notification will help in prevention of medication errors, predicting onset of diseases, predicting onset of growth retardation, analysis of data for early intervention, anywhere anytime access to patient data to concerned pediatrician.

The first two years of a child's life are critical and are termed as "Window of Opportunity". There are various parameters to identify malnutrition and early disease intervention in a child to ensure prevention and healthy well-being. Apart from malnutrition, timely vaccination, monitoring of milestone (anthropometry and growth milestone) in first few years of life is very important. All the Projects run jointly will be aimed to reduce Under 5 child mortality rates. Gaps in current Mother and Child Tracking System (MCTS) and Special New Born Care Unit Management System (SNCU) will be studied and suitable intervention strategies and implementation projects thereof will be developed to fix the shortcomings.

A. List of services to be available from the Indian CST GPMS Transportal:

- a) GPMS Healthcare Information Therapy Transportal including PEHR (Patient Electronic Health Record), accessible on demand, through Patient Portal, Post Offices, Municipal Offices, cyber cafes on anytime, Anywhere, Any device basis
 - a. Refill Reminders (prescribed drugs)
 - b. Reminders with instructions on conditions (empty stomach, etc.) for diagnostic tests
 - c. Health Checkup and Chronic Disease Management
 - d. Immunization Reminders



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(Dr. Shalini Rajneesh)
Principal Secretary to Government
Health & Family Welfare Department

- e. Pre and Post Natal care follow-up
- f. Post-Operative Care follow-up
- g. Syndromic Analysis
- h. Physician Quality Reporting

B. List of other services to be made available through the Call Health Platform:

1. e-Consultation
2. Drugs@Home
3. Diagnostics@Home
4. Care@Home
5. General Counseling
6. Family Doctor
7. Second Opinion
8. Facilitation

These services will be made available either by Indian CST or its associates and partners as per the time line and specifications to be mutually agreed to on preferential mutual interest basis and shall be non-exclusive.

III. RESPONSIBILITIES

HFWD will be responsible for overall program management & coordination, resource management, deliverables and liaison with the customer organizations. HFWD will be responsible for the collection compilation and validation of the data into the GPMS TRANSPORTAL from the owners/ sources of primary data generation.

INDIAN CST will be responsible for maintenance and upkeep of the Make in India GPMS Transportal cloud computing platform with any third party proprietary healthcare solutions or integrations including where necessary application development, software customization, IT enabled solutions services, mobile apps, geo-location based applications, set up, deployment, cloud infrastructure, multiple banks payment gateways, IVR, consultancy, analytical reports, training on software, application maintenance, support and online help desk etc. of the same. Indian CST will be the single point contact or nodal agency for enlisting the services from other out sourced partners and associates of Indian CST.

However, a detailed scope of work will be worked out by HFWD and Indian CST for each and every opportunity being addressed by them jointly. This detailed scope of work statement along with Time, Cost and Quality requirements will thereafter form a part of a specific agreement to be entered into between the two parties.

The actual sharing of efforts and expenditure, revenues will be decided on case to case basis as and when an item has been identified for persuasion.

The parties agree to the following Terms and Conditions as per this MOU:

IV. CONFIDENTIALITY

INDIAN CST and HFWD, to the extent of their respective rights to do so, shall exchange such information and data as is reasonably required by each one to perform its responsibilities under this MOU. Each partner agrees to keep such information and act in



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(Dr. Shalini Rajneesh)
Principal Secretary to Government
Health & Family Welfare Department

confidence and to use the same degree of confidentiality as its uses with respect to its own proprietary data to prevent the disclosure to third parties of all relevant information, data and confidential business information. In this regard the National Data Sharing and Access Policy 2012 will be the guiding principle. **However under no circumstances shall the personal information/medical records of patients be made public or put on public domain. Only the patient should be able to view his medical records using Aadhaar Card.**

V. Arbitration Clause

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre - Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules

VI. EFFECTIVE DATE AND DURATION

This MOU supersedes all the earlier MOU's and is now made effective for a period of 10 (Ten) years and shall come into effect from the date of signing of the MOU, namely 27th April 2017 and shall be valid till 27th April 2027.

VII. PREMATURE TERMINATION

This MOU may be prematurely terminated at the behest of either party by giving 180 days' notice in writing to the other party.

Notwithstanding any such termination, all projects already undertaken will continue to be governed by the respective project specific agreements and shall be performed by both parties in good faith and due diligence.

VIII. INDEPENDENT OPERATION

This MOU would not restrict the independent operation of either of the parties, i.e., HFWD and INDIAN CST. The two agencies could associate themselves with any assignment independently or in association with other agencies if deemed fit in the interest of the respective parties.

IX. DECISION MAKING AND DISPUTE RESOLUTION

Any and all decisions to be made pertaining to this project or any and all disputes, controversy or claims related to or arising out of or in connection with this understanding shall first be referred to the following individuals for informal resolution.




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(Dr. Shalini Rajneesh)
Principal Secretary to Government
Health & Family Welfare Department

For INDIAN CST: Mr. R. Sri Kumar, Author and Chairman Indian CST or their authorized representative.



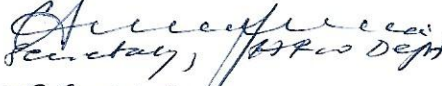
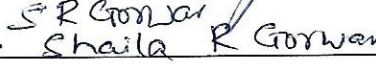
For HFWD: Principal Secretary, HFWD or the authorized representative.

LITIGATIONS

That any dispute arising out of this understanding and/or any subsequent agreement entered into between the parties, including specific performance by either party unless resolved through mutual discussions as mentioned above, would be referred to and adjudicated by arbitrators in accordance with Indian Arbitration and Conciliation Act 1996 and the arbitration proceedings would be held at Delhi. The sole arbitrator will be appointed by mutual consent of both the parties. The award/decision of the sole arbitration will be final and binding on both the parties. Any disputes arising out of the interpretation of this MOU will be subject to the jurisdiction of the courts in Bengaluru only.

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their abilities in order to meet the objectives stated in this MOU.

NOW IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR HANDS THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

<p>Signed and Delivered by the within Indian Centre for Social Transformation, Bengaluru</p> <p>Signature: </p> <p>Name: Shri. Raja Seevan</p> <p>Designation: Founder Trustee, Indian Centre for Social Transformation</p> <p>Date: 27th April 2017</p> <p>Place: Bengaluru</p> <p>Witness: 1.  A. ARUMUGHAM</p> <p>Witness: 2.  V. G. VIKRAM</p>	<p>Signed and Delivered by the within HEALTH AND FAMILY WELFARE DEPARTMENT, GOVERNMENT OF KARNATAKA</p> <p>Signature: </p> <p>Name: Dr. Shalini Rajneesh I.A.S.</p> <p>Designation: Principal Secretary, Health and family Welfare Department</p> <p>Date: 27th April 2017</p> <p>Place: Bengaluru</p> <p>Witness: 1.  Deputy Secretary, HFWD Dept</p> <p>Witness: 2.  Shaila R Gowar</p>
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