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Article 5(J) Agreement (In any other cases) Description of Document

Property Description **AGREEMENT**

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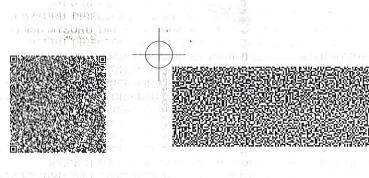
First Party MYSURU **DIRECTOR AIISH MYSURU**

Second Party MEDICAL DIRECTOR LOK NAYAK HOSPITAL NEW DELHI

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on this day, the 3rd day of March month, 2022 year BY and BETWEEN, ALL INDIA INSTITUTE OF SPEECH AND HEARING (AIISH), an Autonomous Institute under the Ministry of Health and Family Welfare, Government of India, Manasagangothri, Mysuru – 570006 represented by its Director (hereinafter referred to as the First Party) on the one part,

AND the Lok Nayak Jai Prakash Narayan Hospital represented by its Medical Director (hereinafter referred to as the **Second Party**) on the other, witnesseth as under:

Statutory Alert:

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WHEREAS, the **First Party** was established in the year 1965 and is an autonomous organization under the aegis of Ministry of Health & Family Welfare, Government of India, which is a premier institute providing Training, Research, Clinical services and Public education in the field of Speech and Hearing in the country, and

WHEREAS, **Second Party** Lok Nayak Jai Prakash Narayan Hospital functions efficiently by providing quality hospital services for the betterment of the humankind.

WHEREAS, the **First Party** has undertaken to establish the Outreach Service Center (OSC) for Communication Disorders at the premises of the **Second Party** for a period of 5 years to accomplish the objectives of early Identification, prevention and management of communication disorders in the region.

WHEREAS, to ensure effective functioning of Outreach service center at Lok Nayak Jai Prakash Narayan Hospital both the **First Party** and the **Second Party** have arrived at an understanding and have resolved to reduce in writing the broad outlines thereof, NOW THEREFORE, this Memorandum of Understanding (MOU) witnesseth as here under:

- 1. The **First Party** shall establish OSC and the support/handholding by the **First Party** shall be for a maximum period of 5 years. The **First Party** shall make available the services of an Audiologist (1 No.), Speech-Language Pathologist (01 No.), and Speech Hearing Assistant/Technician (01 No.) to provide clinical services at the OSC for a maximum period of 5 years from the date of execution of the MOU.
- 2. The **Second Party** shall provide the required space, Furniture and Fixtures to carry out the screening, diagnostic and management activities and the minimum required facility in this regard shall be as under:
 - a) One sound treated double room suite for audiological evaluation, [Inner Size of tester room (after sound treatment): 10'x6', Inner Size of Patient room (after sound treatment): 10'x12', with an observation glass of minimum 4'x4' between the two rooms. The sound treated room shall be built as per ANSI standards (2009) or equivalent for audiometric testing. The room shall have appropriate lighting and electrical connections and electrical grounding.
 - b) Four quiet rooms for the assessment and management of individuals with speech and language disorders (inner dimension of 6'x8').



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Director

AIISH, Mysore-6

- c) One quiet room measuring 6'x8' feet, near the maternity wards for newborn Screening.
- 3. Both the **First Party** and the **Second Party** shall nominate/designate a regular staff as Coordinator from their end to monitor and coordinate the OSC activities.
- 4. The **Second Party** shall provide assistance of a staff nurse of the hospital to the Audiologist and Speech-Language Pathologist during the newborn screening activities.

5. The **Second Party** shall

- a. Allow entry to the maternity wards, NICU and other wards as necessary to the Audiologist and Speech-Language Pathologist's.
- b. Share the database of all the clients with **First Party**, including the contact details for regular monitoring and follow up.
- c. Allow the **First Party** to mention the screening results in Medical records/Mother child protection card of the clients.
- 6. The **First Party** shall procure all the equipment/tools/materials required for screening, diagnostic management/therapy services at the OSC. The **First Party** shall also make funds available for the **Second Party** to purchase spare & accessories, stationary/consumable materials and to meet other expenditure of OSC activities by allocation and release of grant-in-aid required in a financial year limited to Rs.1 lakh per annum. All such purchases shall happen only after the approval of the **First Party**.
- 7. The **Second Party** shall maintain separate stock register/s in respect of equipment/s procured by the **First Party**, and the spare and accessories, stationaries and other materials purchased by the **Second party**. Such stock registers shall be produced for verification, as and when required.
- 8. The **Second Party** shall open a new savings bank account (in the name of 'Outreach Service Center of AIISH') for accounting the receipt of grants/other funds and payments to be made in connection with the OSC and shall also make available the related books of Accounts, vouchers, files etc., for inspection either by the **First Party** or the Ministry of Health and Family Welfare, Govt. of India. The bank account shall be operated by any two among Director, Coordinator of OSC and any other officer appointed or nominated by the **Second Party**.





- 9. It is mandatory for the **Second Party** to periodically submit the statement of accounts along with audit report and Utilization certificate in the prescribed format for the funds released by the **First Party** within 3 months from the end of financial year duly certified by the Chartered Accountant.
- 10. Both the **First** and **Second Party** shall provide clinical services to the stake holders FREE OF COST. The **Second Party** shall notify the stake holders about the Outreach Services at prominent places including the patient waiting area of the hospital. The display shall include name and emblem of the **First Party** and specify that the services are provided free of cost. Any report generated and issued to the client shall have the **First Party** acknowledgment by mentioning institute name and emblem. Also, a board displaying the name of the **First Party** should be placed at the concerned center.
- 11. On completion of each month, the **Second Party** shall submit monthly report of the AIISH OSC activities to the **First Party** within two working days.
- 12. Both parties shall advertise the Outreach service activities in their respective websites. The advertisements in the website by the **Second Party** shall duly acknowledge the support of the **First Party**.
- 13. All the data pertaining to Outreach services shall belong jointly to the **First Party** and **Second Party**. Research by the **either Parties** in the form of publications/ presentations/project/thesis that are carried out using the clinical data of the OSC needs prior permission of the **other Party** and at least one staff/faculty of the **other Party** shall be authors/co-authors as per authorship guidelines of **First Party**.
- 14. On completion of the 5 years' tenure from the date of execution of the MoU, The **First Party** shall cease to provide any support either through funds or staff/additional materials to the **Second Party** to carryout OSC activities. The **Second party** shall recruit an Audiologist (1 No.) and Speech-language Pathologist (1 No.) to carry-forward the activities under the banner of the **Second Party**. There will be no further monetary support from the **First Party**, but will continue to maintain an open line of communication with hospital for any guidelines regarding the OSC activities.



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- 15. Equipment provided by the **First Party** will be made available at the OSC center of the **Second party** to continue the activities, provided the Second Party furnishes the proof of recruitment of an Audiologist and Speech-Language Pathologist within 6 months of the withdrawal of handholding by the **First Party**.
- 16. Terms and conditions of withdrawal of support on completion of 5 years is as follows:
 - a) All the equipment provided by **First Party** will be retained at the OSC of the **Second Party** for continual usage towards the activities. Appropriate entries should be made in the Dead stock register of both the parties in this regard and a copy should be sent to the **First Party** for records.
 - b) Repairing the equipment and replacement of parts or whole equipment is to be carried out by the **Second Party**.
 - c) Purchase of necessary material to carry forward the OSC's activity will have to be undertaken by the **Second Party** as there will be no further monetary support from the **First Party**.
 - d) Appointment of staff (Audiologist 1 No. and Speech Language Pathologist 1 No.) to carry on with the program is to be undertaken by the **Second Party** as soon as the staff provided by the **First Party** is withdrawn.
 - e) Any remaining amount in the OSC account should be remitted back to **First Party** and the account has to be closed. The audited statement of Accounts

 and Utilization certificate should be sent along with copy of closure of bank

 account to the **First Party** for verification and to close financial transactions

 for further audit.
- 17. The **Second Party** shall abide by any other guidelines/directions/instructions that may be given by the **First Party** from time to time for efficient and smooth implementation of Out-reach Service activities, in accordance with the applicable rules & regulations.
- 18. For instances of violation of the above terms and conditions, the OSC at the hospital in the premises of the **Second Party** will be closed. In case of such pre-mature closure of MoU by either of the parties, all assets provided is to be returned to the **First Party** and the **Second Party** shall also refund unutilized funds to **First Party** with audited statement accounts.

Medical Director

OK NAYAK HOSPITAL

Govt. of NCT of Delhi)

Govt. Delhi-110002

Director
AIISH, Mysore-6

IN WITNESS WHEREOF, both the parties have set their hands to this Memorandum of Understanding at Mysuru on this $3^{\rm rd}$ day of March 2022in the presence of undermentioned witnesses:

WITNESSES

1. डॉ. एस. रामकुमार
Dr. S. Ramkumar
मुख्य प्रशासनिक अधिकारी
Chief Administrative Officer

अखिल भारतीय वाक् श्रवण संस्थान

All India Institute of Speech and Hearing मानगांकीची विकास ५७० ००६

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2.

N. Branch

संप्रेषण विकृति शेकथाम विभाग (पी.ओ.सी.डी)
Department of Prevention of Communication Disorders (POCD)
अखिल भारतीय वाक् श्रवण संस्थान
All India Institute of Speech and Hearing
मानसगंगोत्री / Manasagangothri
मैस्र / Mysuru-570 006.

(First Party)

निदेशक / Director अखित भारतीय वाक् श्रदण संस्थान All India Institute of Speech and Hearing मैस्र / MYSORE-570 006

WITNESSES

1. male

Dr. P. K. RATHORE
M.S. (AIIMS)
Director Prof. & Head (ENT)
Maulana Azad Medical College
& Associated Hospital
New Delhi-110002

2. Laitsh

(Second Party) OSPITAL (Govt. of NCT of Delhi) New Delhi-110002

Dr. RAVI MEHER
Director Professor
Department of ENT
Maulana Azad Medical Collège &
Associated LN Hospital
Govt of NCT of Delhi
DM 7996