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E: info@abmss.in
W: www.abmss.in

Ref: ABMSS/2020/09

30th March 2020

To,

Dr Akhter Husain
Principal / Dean
Yenepoya Medical & Dental College Hospital
Nithyanandanagara, University Road
Deralakatte, Mangalore 575018

Copy to: Dr Hari Kishore Bhat,

Dear Dr Akhter Husain,

Sub: Addendum to agreement dated 1st October 2018.

This is an addendum to the agreement signed between Akila Bharatha Mahila Seva Samaja (ABMSS) and Yenepoya Medical & Dental college Hospital dated 1st October 2018.

Akila Bharatha Mahila Seva Samaja (ABMSS), hereby extends support for the cleft care services as per the Annexure w.e.f. 1st April 2020 and valid until 31st March 2022.

We look forward to your cooperation.

Thanking you
Yours Truly

Dr Dushyant Prasad
General Secretary



Acceptance with signature and date:

Dr Akhter Husain
Yenepoya Medical & Dental college Hospital

ATTESTED

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

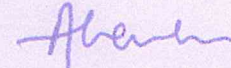
Akila Bharatha Mahila Seva Samaja®
Registered under the Karnataka Societies Act with Reg. No - 495 / 93-94
Registered under the NITI Ayog, Government of India, Unique ID: KA/2017/0163612
Donations made to the Society are exempted u/s 80G of Income Tax Act., 1961
(80G Reg. No. DIT (E) / BLR / 80GR / 491 / AAAAA3304N / E-1 / 2007-08)
FCRA Reg. No - 094420783 dated on 23.05.2016
Registered Office: No 268, 6th cross, 1st block, Jayanagar, Bengaluru-560 011, Karnataka

Registered with
Niti Aayog
नीति आयोग
Unique ID: KA/2017/0163612

Annexure

From 1st April 2020 to 31st March 2022: Yenepoya Medical & Dental College Hospital, Mangalore

S.No.	Particulars	Amount (INR)	Cases	Total Cost (INR)
1	Single Intervention (SIN)	11,500	150	17,25,000
2	Orthodontics (ORTHO)	17,000	15	2,55,000
3	Nasoalveolar Moulding (NAM)	5,000	10	50,000
4	Speech (SPT)	100/per session	250	25,000
5	Search and Awareness (For North Karnataka cases paid to the Project Director)	3,000	30	90,000
	GRAND TOTAL			21,45,000



DEAN / PRINCIPAL
Yenepoya Dental College
Yenepoya Deemed to be University
University Road, Deralakatte
Mangalore-575 018



ATTESTED


Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.



Registered with
Niti Aayog

नीति आयोग

Unique ID: KA/2017/0163612

Akila Bharatha Mahila Seva Samaja ®
No 268, 6th cross, 1st block, Jayanagar, Bengaluru-560 011

AGREEMENT FOR SERVICES

This Services Agreement ("**Agreement**") is made on the 1st day of October 2018, between **Akila Bharatha Mahila Seva Samaja**, 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

Yenepoya Medical & Dental college Hospital, Nilthyanandanagara, University Road, Deralakatte, Mangalore 575018 is a private hospital registered under the Govt of Karnataka as Establishment practicing Allopathic system of Medicine-Teaching Hospitals as per the provision of KPMEA Act 2007 and rules 2009, with its registration number being DKA00455AAHP. (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 cleft project run by Dr H Harikishore Bhat;
- 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 operate as **ABMSS Cleft Centre- "Yenepoya" Mangalore**.

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 Pilot project:

- 1.1.1 'Commencement Date' means 1st October 2018.
- 1.1.2 'Fees' shall mean the meaning ascribed in Appendix C.
- 1.1.3 'Term' means from the Commencement Date for a period of 6 months for the Pilot Project and annual contract form April 2019 to March 2020.

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.

Yenepoya



[Signature]

ATTESTED

[Signature]
Dr. Gangadhara Somayaji KS
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka



2 Appointment

The Society engages the hospital for the Services set out in **Appendix A** for the duration of the pilot Project (Till March 2019), following which the performance would be reviewed and an annual contract (April 2019 Onwards) 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 duty's 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/anesthesiologists for performing these services other than those empaneled by the Society and as specified in **Appendix D**.

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.
- 4.2 The Society shall provide the hospital with a panel of approved surgeons for conducting surgeries and this list of approved surgeons and anesthesiologists is as specified in **Appendix D**.
- 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.

ATTESTED

leg. Somayaji



[Signature]

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

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/case sheet;
- 5.1.2 All routine investigations (as necessary) to be performed, including but not limited to Blood, Electro Cardio Gram, Electrolytes, Serology, X-Ray, CT Scan (Chest, OPG, Dental);
- 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 medical reasons require
- 5.1.7 3 to 5 days stay at a general ward;
- 5.1.8 Food and beverage;
- 5.1.9 Suture removal, Sedation, and Operation Theater;
- 5.1.10 Photography and documentation as listed out in Appendix A;
- 5.1.11 A Neurosurgeon/Physician/Intensivist shall review and intervene if required;
- 5.1.12 These services may be provided if financial support is extended by the Society-ENT review; Dental Treatment; Speech therapy; Naso-Alveolar Moulding; Study models. This will be further listed out in Appendix C if it is relevant to this Agreement.

5.2 Equipment/Instrument Donation-

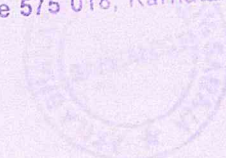
All capital equipment that may be donated or supported by the Society for the Hospital shall remain the property of the Society. The hospital shall be a trustee of such equipment only and shall have no right of ownership unless agreed in writing to the contrary by the parties. Society shall have and will maintain full and complete direction, control and supervision over the use and application of the donated equipment. 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. However, this does not apply to what the Society has voluntarily donated to the hospital. The hospital is responsible for the comprehensive care and maintenance of the capital equipment during the existence of the project.

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.

ATTESTED


Dr. Gangadhara Somayaji K S
Registrar
Yenepeya (Deemed to be University)
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- 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 supporters. A draft is provided in Appendix F.
- 6.5 An event to Launch the Project would be held up on successful completion of the pilot project to give visibility to the project and parties, at the convenience and mutual agreement of the stakeholders.

7 Project Management and Administration

- 7.1 The hospital shall designate administrative resources as necessary, with the minimum requirement being a 'cleft coordinator' who is competent and responsible to keep all medical and administrative records and minutes concerning the treatment of the children and other patients who are supported by the Society. The hospital shall also designate an additional resource in the form of a 'Special Administrator' who is competent for all matters concerning the support of the fundraising efforts of the Society, especially for providing appropriate promotion material and for the handling of all organizational, administrative and financial aspects of this agreement.
- 7.2 The Parties agree that the surgeon mentioned in Clause 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 centre and for communication and collaboration with the Society. The Parties agree that the appointment of the Project Director is at the sole discretion of the Society.
- 7.3 The hospital shall also provide a Project animator who shall work in liaison with the Project director to carry out search and awareness program for ensuring continuity of the project services and the cost of this person including his travel shall be born by the hospital.

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.

ATTESTED


Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

- 9.2 The hospital shall at no time enter into a contract, Memorandum of Understanding or obligation to receive funds with any other cleft charity or CSR partner or any institutional donor or charitable clubs (associations) or social clubs towards receiving financial support for cleft surgeries or cleft care.
- 9.3 Any existing fundraising account including FCRA for charitable activities to be declared to the society before commencing the project and it is agreed that no parallel fundraising would be done for the Yenepoya cleft project. Any violation of the above said matter would lead to termination of the project contract and would invite legal proceedings.
- 9.4 The hospital shall provide all the agreed services free of cost to the beneficiaries of the society and no additional fees or charges can be collected.

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 wilful 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

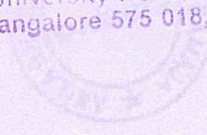
13.1 Notices

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 by telex, Email or facsimile transmission and shall be deemed duly served.

ATTESTED






Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Derlakatte
Mangalore 575 018, Karnataka.

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

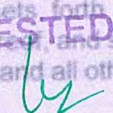
This Agreement shall be executed in two counterparts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument.

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.

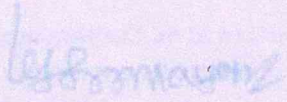
ATTESTED

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.



13.12 Indemnification

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.

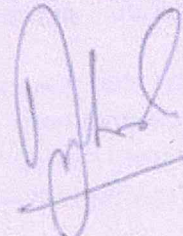
Yenepoya Medical & Dental college Hospital:





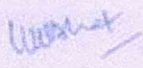
Signature:
Name: Dr. K. S. GANGADHARA SOMAYAJI
Designation: REGISTRAR

AKILA BHARATHA MAHILA SEVA SAMAJA:






Signature:
Name: Dr Dushyant Prasad
Designation: General Secretary

Signature: 
Name: Dr H Hanikishore Bhat
Designation: Project Director

Date: 01.10.2018
Place: Bangalore

ATTESTED


Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

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 completed 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 a semi-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 by the categories agreed. The parties will agree upon the date and time of each of the meetings.


ATTESTED
Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.




9. The hospital agrees to participate in the Society's CLP Database (A free, global, cleft care database) 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.
10. At the conclusion of the pilot project, the hospital will submit a final written report that includes progress of the Partnership to date and outlining the specific programs planned for the coming year.
11. At the end of one year, a duly authorised representative of the HOSPITAL shall submit to the Society, an affidavit confirming the use of the funded amount.
12. The hospital is not allowed to defray costs incurred for these services through other donors by way of providing them with patient photos for donations made. The hospital is also not allowed to defray costs from the patients.

Yenepoya Medical & Dental college Hospital:


AKILA BHARATHA MAHILA SEVA SAMAJA:


Signature:
Name: **Dr. K. G. GANGADHARA**
Designation: **REGISTRAR**




Signature:
Name: **Dr Dushyant Prasad**
Designation: **General Secretary**




Signature:
Name: **Dr H Harikishore Bhat**
Designation: **Project Director**

Date: 01.10.2018
Place: Bangalore

ATTESTED


Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

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

- a) Yenepoya Medical & Dental college Hospital, consultancy assignment with the Society and
- b) Yenepoya Medical & Dental college Hospital, (hereinafter "hospital") will have access to Society and its proprietary and confidential information;

We agree as follows:

1. Society Intellectual Property

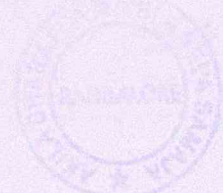
- A. During the course of the service assignment with the Society, it is likely that the hospital will come into possession of or become familiar with confidential information relating to Society. The hospital hereby agrees, that no part of such confidential information will be disclosed by the hospital 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 it's 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, **ATTESTED** I agree 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, register, publish or protect said intellectual property rights.

Dr. Gangadhara Somayaji K.S
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

Gangadhara Somayaji



[Signature]



- 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.

Yenepoya Medical & Dental college Hospital:

AKILA BHARATHA MAHILA SEVA SAMAJA:

Signature: *[Handwritten Signature]*
Name: *[Handwritten Name]*
Designation: *[Handwritten Designation]*



Signature: *[Handwritten Signature]*
Name: Dr Dushyant Prasad
Designation: General Secretary



Signature: *[Handwritten Signature]*
Name: Dr H Harikishore Bhat
Designation: Project Director

Date: 01.10.2018
Place: Bangalore

ATTESTED

[Handwritten Signature]
Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

APPENDIX C

Budget:

During the pilot Project (Till March 2019)

S.No.	Particulars	Amount (INR)	Cases	Total Cost (INR)
1	Single Intervention (SIN)	11,500	45	5,17,500
GRAND TOTAL				5,17,500

From April 2019 onwards

S.No.	Particulars	Amount (INR)	Cases	Total Cost (INR)
1	Single Intervention (SIN)	11,500	75	8,62,500
2	Maxillofacial (MAX)	18,000	25	4,50,000
3	Orthodontics (ORTHO)	17,000	15	2,55,000
4	Nasoalveolar Moulding (NAM)	5,000	10	50,000
5	Speech (SPT)	100 per Session	250	25,000
GRAND TOTAL				16,42,500/-

ATTESTED

[Signature]
Dr. Gangadhara Somayaji K S
 Registrar
 Yenepoya (Deemed to be University)
 University Road, Deralakatte
 Mangalore 575 018, Karnataka.

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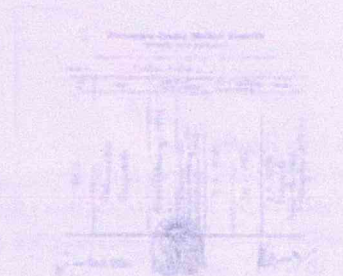
APPENDIX D

List of empanelled medical professionals

Dr H Harikishore Bhat – Cleft Surgeon



Dr Sampathila Padmanabha – Anaesthesiologist



Dr Akhter Husain - Orthodontist



ATTESTED

[Signature]
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APPENDIX E

Classification of types of services (surgical procedures)

Cleft Lip & Palate Single Intervention (SIN)	Orthognathic Surgery related to Cleft (MAX)
<ul style="list-style-type: none"> - Primary/Secondary (Revision) Cheiloplasty - Primary/Secondary (Revision) Palatoplasty - S.A.B.G./Periosteoplasty - Pharyngoplasty - Fistula Closure - Cheilorrhinoplasty CRP < 8 years 	<ul style="list-style-type: none"> - Vomerine Osteotomy - Cleft Maxillary Hypoplasia Related Osteotomy (AMOD/Lefort 1 advancement) - Maxillary Distraction Osteogenesis at (Le Forte I) level - Rhinoplasty

Sole Lip Revision:

Allowed: Lip revision for functional reason (e.g. muscle not connected) and/or lip looks very bad (severe aesthetic reason to strengthen the personality/selfconfidence of a child).

Not allowed: Sole lip revision for pure aesthetic reason when the lip looks fairly good, especially patient is older than 21 years.

Repetition of Procedure:

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

Age:

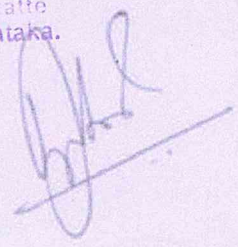
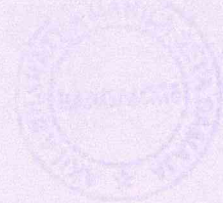
Patients of all ages are accepted but the percentage of younger patients (<18 years) should be at least 85%.

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G. Somayaji



APPENDIX F

FREE CLEFT LIP AND CLEFT PALATE SURGERY

ABMSS Cleft Centre - "Yenepoya" Mangalore


Supported by:



Please add:

Hospital Address / Logo / Contact details and Pre and Post of Cleft patient pictures.

ATTESTED


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