



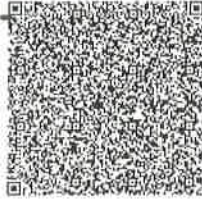
सत्यमेव जयते

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Government of National Capital Territory of Delhi

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Certificate No. : IN-DL71899998688962T  
Certificate Issued Date : 31-Dec-2021 09:08 AM  
Account Reference : IMPACC (IV)/ dl705403/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL70540335283237072207T  
Purchased by : REGISTRAR JAMIA MILLIA ISLAMIA JMI  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : REGISTRAR JAMIA MILLIA ISLAMIA JMI  
Second Party : Not Applicable  
Stamp Duty Paid By : REGISTRAR JAMIA MILLIA ISLAMIA JMI  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line

Memorandum of Understanding

The Memorandum of Understanding (MoU) is executed on this 31<sup>st</sup> Day of December, 2021 at New Delhi.

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Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at 'www.shriestamp.com' or using e-Stamp Mobile App of Stock Hub India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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**BETWEEN**

**JAMIA MILLIA ISLAMIA**, New Delhi a Central University created by an Act of Parliament of India (i.e. Jamia Millia Islamia Act, 1988) and is a body corporate with a perpetual succession and a common seal (acting through its Registrar presently Dr. Nazim Husain Jafri an authorized signatory) (hereinafter referred to as 'JMI'), 'Party of the First Part'.

**AND**

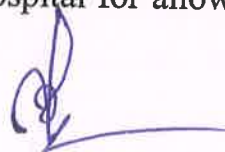
**Hamdard Institute of Medical Science and Research (HIMSR)** and its associated hospital **Hakeem Abdul Hameed Centenary Hospital (HAHCH)**, Guru Ravi Das Marg, New Delhi-110062, a NMC (formally known MCI) approved Medical College (acting through its Dean presently Prof. Dr. Mridu Dudeja), hereinafter referred to as '**HIMSR/HAHC Hospital**', 'Party of the Second Part'.

The expression party of the first part and party of the second part shall however mean and include their successors, appointees, assignees, etc.

**WHEREAS**, the JMI is a Central University under an Act of Parliament of India (i.e. Jamia Millia Islamia Act. 1988 and is a body corporate with a perpetual succession and a common seal. It is a Minority Institution under Article 30 (1) of the Constitution of India read with section 2 (G) of the National Commission for Minority Education Institutions Act and also adjudged in category "A" by NAAC. The employees, dependents and pensioners of JMI have their medical treatment in parity with CGHS.

**AND WHEREAS**, for treatment of indoor and outdoor patients Hakeem Abdul Hameed Centenary Hospital is a teaching Hospital with a capacity of more than 500 beds. The basic aim of this Hospital is to provide, bedside teaching and clinical training to the students studying in the HIMSR as per the norms of the NMC (formerly known as MCI) respectively.

**AND WHEREAS**, the JMI desires to use the medical educational facilities available in the Hospital of HIMSR/HAHC HOSPITAL for its OT facilities, indoor Dental Patients and clinical and bedside training of students of BDS & MDS and has made a request to the HIMSR/HAHC Hospital for allowing use of such medical facilities for JMI patients and students.



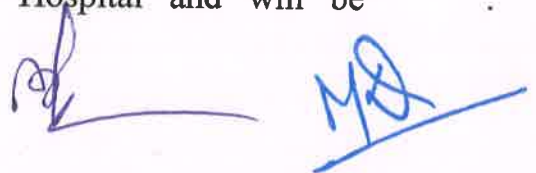
**AND WHEREAS**, for the purpose of synergistically combining the strengths of the two organizations for mutual interest in the field of medical facilities, HIMSR/HAHC Hospital has agreed to allow JMI to use the available medical education and facilities as available in the Hospital for the Dental patients of JMI for their treatment on the terms and conditions as agreed upon by and between the parties and set out hereunder. These facilities shall amongst other, include Operation Theatres, Post-Operative recovery, indoor wards, ICU facility, Lab investigation facilities, consumables and services of associated medical staff of HIMSR/HAHC Hospital.

**NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND FOLLOWS:**

1. That HIMSR/HAHC Hospital shall admit and provide medical facilities to the indoor Dental patients referred by Faculty of Dentistry, JMI and shall collect the charges directly from the concerned patients as per prevailing rates. Furthermore, HIMSR/HAHC Hospital will provide healthcare facilities to all employees of JMI who choose to avail such facilities in HIMSR/HAHC Hospital. All such patients will be charged at CGHS rates as applicable from time to time. HIMSR/HAHC Hospital shall earmark at least ten Beds at a given time in the Hospital.
2. That the Dental patients referred by JMI shall be under overall supervision of the Doctors of Dental Faculty of JMI. HIMSR/HAHC Hospital shall ensure that the best and timely medical facility, OT, RMOs, Wards and Para Medical Services are extended to the patients for the treatment.
3. That all the patients will be charged for investigation, hospital stay, OT charges etc. as per the prevailing charge list of HIMSR/HAHC Hospital.
4. That the patients are broadly divided into two categories: A and B.

**A. Patients referred from Faculty of Dentistry to be admitted and operated upon at HIMSR/HAHC Hospital by the surgeons of FOD (Dept. of Oral and Maxillofacial Surgery)**

- i. All the patients in this category will be admitted under the Dept. of ENT at HIMSR/HAHC Hospital and will be



operated upon by the team of surgeons from Dept. of Oral and Maxillofacial Surgery, JMI either independently or in association with surgeons of ENT department as per the requirement of case.

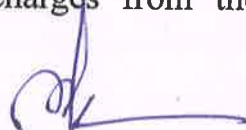
- ii. For all such patients the overall responsibility will be taken by the surgeons of JMI. However preoperative and postoperative support will be fully provided by the Dept. of ENT, HIMSR/HAHC Hospital.
- iii. The operating surgeons from the Dept. of Oral and Maxillofacial Surgery will take postoperative evening rounds routinely till the period of stay of the patient in the hospital and will also be available on call for any emergency or complication management related to the field of maxillofacial surgery.
- iv. OT days will not be specified for patients of Category 'A' and they will be included in the OT list along with patients of ENT department. However, emergency cases will be given priority over elective and cold cases.
- v. The fee realized from all such patients as investigations, hospital stay OT charges etc. should be taken as the income generated by ENT department, HIMSR/HAHC Hospital.
- vi. The operating surgeons from the Dept. of Maxillofacial Surgery, JMI will not claim any fee from HIMSR/HAHC Hospital for such patients.

**B. Patients of any department of HIMSR/HAHC Hospital requiring Maxillofacial/Dental treatment/Surgical intervention under GA at HAHC Hospital**

- i. All such patients requiring maxillofacial intervention under GA will be operated upon by the team of surgeons from the Dept. of Oral and Maxillofacial Surgery, JMI at HIMSR/HAHC Hospital on request from the department under which the patient is admitted.

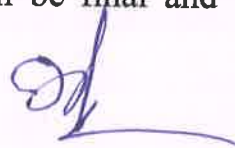


- ii. The overall responsibility including preoperative and postoperative care of such patients will be on the department under which the patient is admitted.
  - iii. For such patients also surgeons from Dept. of Oral and Maxillofacial Surgery will come for routine postoperative evening rounds and will be on call for any emergency or complication management related to the field of oral and maxillofacial surgery.
  - iv. OT days for Category 'B' patients will be decided by the Department under which the patient is admitted in consultation with the surgeons of Dept. of Oral and Maxillofacial Surgery, JMI on mutually agreeable day and time.
  - v. The income generated from such patients will be reflected as income of the department under which the patient is admitted.
  - vi. Operating surgeons from the Dept. of Oral and Maxillofacial Surgery, JMI will not claim any fee from HIMSR/HAHC Hospital for this category of patients also as a goodwill gesture.
5. That there are two scheduled vacation periods in JMI: 2 months in summer (15th May to 15th July) and 1 month in winter (15th December to 15th January). During this period only half of the faculty is available for duty in the department. Therefore, elective patients can be planned accordingly.
  6. That in consultation with the Doctors of JMI, the patients may be referred for higher specialty treatment at any other specialist Hospital in Delhi, if the Hospital determines the patient suitable for such reference.
  7. That JMI and HIMSR/HAHC Hospital shall indemnify and hold each other harmless from any damages that either one of them may suffer as a result of Claims, demands, losses, costs, or judgments arising out of the acts or omissions of the other of them, it's Faculty, its clinical instructors, employees or agents, in the performance of the treatment of the Dental patients. An informed consent to this effect shall be taken from patient/guardian/attendant prior to administering treatment.
  8. That JMI will not charge any amount towards their consultation, visiting, operations or treatment charges from the JMI patients



admitted at the said HIMSR/HAHC Hospital nor charge any amount in respect thereof to HIMSR/HAHC Hospital.

9. That the HIMSR/HAHC Hospital and JMI shall maintain good communication between the two institutions through the Coordinators appointed by the HIMSR/HAHC Hospital as well as JMI and to consult each other and confer on plans and problems related to JMI Patient Care. JMI and HIMSR/HAHC Hospital shall both maintain one set each of relevant medico-legal records of JMI patients admitted at the said hospital.
10. That nothing in this MOU and no action taken by the parties pursuant to this MOU shall constitute, or be deemed to constitute either party as the agent, employees or representation of the other. Nothing in this MOU is meant to create, nor shall it be deemed to create, a joint venture between the parties hereto.
11. That the tenure of the present MOU is for a period of five years commencing from 01.01.2022 to 31.12.2026 it may be extended further for a suitable period upon mutual written consent of both the parties. However, this MOU may be terminated by giving 60 days written notice in advance by either side, provided that the JMI patients who may be then have been admitted and are receiving treatment at the said Hospital shall be continued to be treated, despite the notice having been served or the period of notice elapsed till discharge after treatment.
12. That this MOU may be amended by an instrument in writing signed by the parties hereto. No change or modification or waiver of any of the terms of this MOU shall be effective unless agreed to in writing and signed by duly authorized officer of each of the parties hereto. Neither party shall have any right or authority to incur any legally binding or other obligation on the part of the other party hereto.
13. That in the event of any dispute, difference arising between the parties to this MOU for any reason whatsoever relating to this MOU whether during the subsistence/currency of this MOU or thereafter the parties will endeavor to amicably resolve the same but in case if dispute or differences still remain unresolved, the same shall be referred to a Sole Arbitrator appointed jointly by the CEO of HIMSR & HAHC Hospital and the Vice Chancellor of JMI by mutual consent. The decision of the Arbitrator shall be final and binding




upon both the parties concerned. The jurisdiction shall be at Delhi Courts only.

14. That HIMSR/HAHC HOSPITAL and JMI will also constitute a Monitoring Committee for the arrangements made under this MOU.

15. That this MOU containing 07 pages each in two copies, each of which have the same authenticity. It shall be effective from the aforementioned date. In consideration of the mutual covenants contained herein above and the terms and conditions of this MOU and in witness whereof both parties have hereinto set their hand and seal on the day and year first above written.

For and on behalf of JMI:

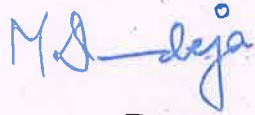
  
Registrar  
Jamia Millia Islamia  
Maulana Mohammed Ali Jauhar Marg  
New Delhi-110025

कुलसचिव / Registrar  
जामिया मिल्लिया इस्लामिया / Jamia Millia Islamia  
केन्द्रीय विश्वविद्यालय / Central University  
नई दिल्ली / New Delhi - 110025

Witnesses:


1. Sanjay Singh (Dean FOD)  
Jamia Millia 1.
2. SYED ANSAR AHMAD  
(PROFESSOR, ORAL & MAXILLOFACIAL SURGERY, JAMIA MILLIA ISLAMIA) 2.


For and on behalf of  
HIMSR/HAHC HOSPITAL:

  
Dean  
HIMSR/HAHC Hospital  
Hamdard Nagar  
New Delhi-110062



Witnesses:

  
Moshir A. Zargar  
Head Finance & Admin  
HIMSR

  
(L.D. AHUJA)  
Sr. Consultant  
(HIR)