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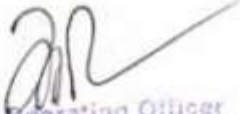
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HI-TECH MEDICAL COLLEGE & HOSPITAL, BHUBANESWAR  
AND  
MISSION SMILE (FORMERLY OPERATION SMILE INDIA)**

The Memorandum of Understanding executed on 4<sup>th</sup> day of October, 2016, by and between HI-TECH MEDICAL COLLEGE & HOSPITAL, Bhubaneswar (Under Vigyan Bharati Charitable Trust); hereinafter named, called and/or referred to as the 'FIRST PARTY' (which expression shall unless exclude by or repugnant to the context be deemed to mean and include its successors-in-office and assign) of the ONE PART

AND

Mission Smile (formerly Operation Smile India), a non-religious, charitable organization registered as a Charitable Trust Regd no 4850 with the Sub Registrar V, New Delhi / Delhi with its registered Office at S -27, Panchsheel Park, new Delhi - 110017 and its Head office at 201/202, Windfall, Sahar Plaza, Mathuradas Vasanji Road, J.B. Nagar, Andheri (East), Mumbai - 400 059 hereinafter named, called and/or referred to as the 'SECOND PARTY' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors -in-office and assigns) of the OTHER PART.

  
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## **I: PREFACE**

The Hospital, i.e. the first party was established in the year 2004 to undertake Public Charitable work without any discrimination of color, caste, creed, gender or religion. Their main function was to maintain or grant aid to medical, dental, physiotherapy, nursing, educational institutions, colleges and schools for public benefit for the promotion and spread of knowledge and service delivery to the needy at minimum or no cost.

Erstwhile Operation Smile India has registered itself as Mission Smile July 2015 with the sole purpose of providing specialized corrective facial surgery and related healthcare to children and young adults free of cost. The Second party provides educational and training services to medical professionals towards the purpose of self-sufficiency.

## **II: OBJECTIVES**

Having felt the dearth of quality and affordable medical services in the field of cleft lip and palate in Odisha, the First and the Second Party have decided to collaborate to nurture the desire to impart such medical service in the said field.

The Hospital and Mission Smile undertake to work together with the following objectives:

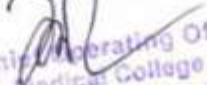
1. To jointly set up a Comprehensive Cleft Care Center at Hi-Tech Hospital,
2. To provide treatment to upto 30 patients per month born with cleft lip, cleft palate and other facial deformities, free of cost to the patient.
3. To jointly educate the community and spread awareness about cleft lip and palate through outreach services.

## **III: CLAUSES OF THE MOU**

Both the First and the Second Party undertake to abide by the following clauses, violating which this Memorandum of Understanding shall stand invalid and nullified.

### **A: Standards of Care**

1. Hospital shall provide medical and paramedical professionals with expertise and experience as stated under the Global Standards of Care. These professionals shall include surgeons, anesthetists, pediatricians and nurses. Services of dentists, speech therapist, orthodontist, child life psychologist and community workers may be taken in account if the case requires any.

  
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2. Selection of these professionals shall be approved by Mission Smile, and would go through the Mission Smile credentialing process and should follow all the standard practice and protocols guided by Mission Smile while working at this center.
3. The hospital will ensure presence of two anesthetists attending each surgery.
4. Hospital shall follow the Global Standards of Care to uphold of patient safety and quality of care in pre-surgery checkup, surgery, anesthesia, post-operative care and record keeping, patient photographs, incident reporting, needle prick reporting, age deviation reporting, regular reporting as specified by Mission Smile.
5. Hospital shall keep the records for at least five years and should provide the same to Mission Smile as and when needed. They should not share or represent any portion of the record, patient story, any research material and photograph to any external agency or individual without prior permission from Mission Smile. Hospital shall at all times adhere to the norms as laid down herein, except situations beyond control, unintentional loss of data, damages caused inadvertently.
6. Hospital shall take prior permission before disposal of any of the above mentioned items unless otherwise Mission Smile responds within 30 days.

**B: Equipment and Cargo**


1. Hospital shall use all standard sets of instrument and equipment prescribed by Mission Smile for the safety of the patient.
2. Mission Smile shall be supplying sevoflurane and sutures to Hospital every month/quarter or on an as per need basis. These shall be stored at a secure place and would be used exclusively for the treatment of Mission Smile patients and hospital will keep an account of the same.
3. Hospital shall maintain inward – outward register of Sevo and sutures received from Mission Smile and consumed for operating patients treated under this agreement. All the documents including inventory shall be sent by hospital to the Mission Smile onsite Coordinator & Programme Manager by 5th of the following month.

  
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## C: Funding and Reporting

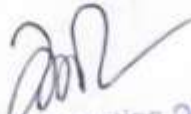
1. Mission Smile will pay Hospital expenses for the treatment of patients as stated below:
  - i. The cost for inpatient clinical care will be Rs. 5,000/- per case to the hospital against the agreed services (this is to include three/four night stay for each child at the hospital, man power cost and some basic drugs and consumables such as gauze, oxygen, iv fluids, syringes, iv sets etc) for patients having surgery. This cost shall also include infrastructure provided, general manpower, RMO fees, OT Charge, bed charges, administrative costs, accommodation and food for the patients. Basic investigation (HB%, TC, DC, platelet count Serology screening) cost will also be included into this.
  - ii. Surgeon fees, Anesthetists (two) fees and Paediatrician fee will be paid by Mission Smile to the doctors directly.
  - iii. Mission Smile may bring in additional credentialed Surgeon and Anesthetist for their work on Mission Smile's patients at Hi Tech Medical College & Hospital.
  - iv. Other manpower support (nurses, pediatrician, Para medics) and infrastructure support (Operating rooms, Recovery, equipment, ward space) and drugs and consumables would need to be provided by the hospital.
  - v. Surgery for non-cleft patient should not be done in the centre without prior permission from Mission Smile. For any non-cleft surgery the hospital shall write at least 10 days prior to Programme Manager in providing the detail of the surgery and benefit expected. Mission Smile will not pay for multiple surgeries on a cleft patient unless otherwise approved by the Medical Council of India, New Delhi. Mission Smile onsite Coordinator will be taking care of this.
  - vi. Cost of medical and nonmedical incidents and emergencies will be paid by Mission Smile after a review with the involved team only if there is no negligence noted from the hospital's end. All incidents should be reported to Mission Smile on telephone followed by in writing in the prescribed form within 12 Hrs of the incident.
  - vii. Medico-legal responsibilities shall be taken care by the Hospital. Any legal advice/ order to compensate patients for any loss or damage shall be taken care by the hospital using their indemnity insurance.
  - viii. Arrangement of medicine, supplies, blood or blood component, intensive care facility other specialist support for emergency situation shall be done by the Hospital.

  
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- ix. Mission Smile may make separate payments for Speech, Nutrition, Dental procedure, and other services but the Hospital shall take permission for cost limit for every quarter. Mission Smile onsite Coordinator will be taking care of this.
- x. After discussion with Hospital, Mission Smile may recruit some other surgeon, Anesthetist, Pediatrician if they are not satisfied with the services provided by the hospital. Mission Smile will always notify through email before taking such decisions.
- xi. Mission Smile may recruit coordinator(s) to oversee the whole activities. The coordinator should have access to all the areas of the services related to Cleft care. The hospital shall provide a room as office space for two persons of the Mission Smile coordination team and a storage space for storing of equipment, cargo, sevo, sutures etc.
- xii. Patient's demographic detail, contact information along with surgery detail and service providers detail should be entered daily in the Mission Smile Patient Care Software being introduced shortly.
  - 1. Surgery performed from 1st to 25th in a month shall be considered as monthly surgery period. Period from 26th to 30th/31st shall be considered for centre monthly report generation by coordinator.
  - 2. All the patient data will be stored in software/format provided by Mission Smile and patient data will not be shared to anyone without the consent of Mission Smile.
  - 3. Patient data to include surgery details, doctors who operated upon patient, surgical diagnosis, patient name, age, sex, address with postal code and contact number.
  - 4. Monthly report of Sevo and Sutures supplied by Mission Smile in the format prescribed by Mission Smile shall be submitted along with monthly patient data.
  - 5. Each patient's 4 photograph in separate folder with Identification No.
    - a. Patient photograph - Pre and Post operative picture
    - b. Patient with guardian and ID card - Pre and Post operative photograph

  
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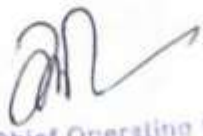
6. Centre need to maintain account separately for Mission Smile Funding and expenses on the basis of Project based accounting. Revenue and expenses pertaining to Mission Smile Funding shall be maintained separately and shall be available for inspection at all the times. Different funds shall not be mixed up with Mission Smile Funded surgery.
- xiii. PIT photographs identified with chart number, pre-post photographs identified with name, One Patient story with photograph, Scan copies of post-operative evaluations and summery shall be sent by Hospital to Mission Smile onsite Coordinator office & Programme Manager by 5<sup>th</sup> of the following month.
- xiv. Payment will be made within 21 days from the date of receipt of all the reports and proper invoices from hospital. **No payment will be issued unless proper reporting has been sent for each patient within the time line.**

#### **D: Monitoring**

1. Mission Smile in consultation with Hospital shall put together a monitoring plan, which both parties shall abide by. This would include quality assurance audits by the Mission Smile Medical Council of India, New Delhi as well as auditing of outreach services and financial processes.
2. Hospital shall allow visits by Mission Smile trustees, medical council members, employees and other representatives at any given time without any prior notice.

#### **E: Branding and Public Relations**

1. Mission Smile reserves the right to publicize the collaboration between Hospital and Mission Smile Charitable trust, through the use of literature, photographs, video film productions, press conferences, exhibitions and other media.
2. The hospital will identify opportunities for branding of Mission Smile at the Hospital. that, Mission Smile is providing free surgery to the patients need to be known to the patients through branding material/medium used for external communication. Name of the donor (as the case may be) also to be mentioned.
3. Both parties agree to be receptive to assisting each other's efforts for publicity and additional fund raising.
4. Hospital acknowledges that the words "Mission Smile", "Cleft to Smile" and the Mission Smile Logo are exclusive intellectual properties of Mission Smile.

  
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#### **F: Patient Recruitment**

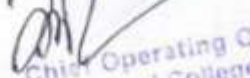
1. Patient recruitment model to be formulated jointly by Mission Smile and Hi Tech Medical College and Hospital.
2. Hospital to process meeting and establish collaboration with government's key components - NHM (ASHA), Social Welfare Board (AWW), Panchayat Raj Institutions (Zila Panchayat / Zila Parishad / District Panchayat) and local NGOs for recruiting cleft lip and cleft palate patients.
3. Hospital to organize prescreening camps for recruiting cleft lip and cleft palate patients in appropriate locations/areas in various parts of Odisha in coordination with Mission Smile onsite Coordinator.

#### **G: Indemnification**

Hospital, agrees to indemnify and hold Mission Smile harmless, its affiliates, members, officers, directors, employees, trustees and representatives (each such person, as 'indemnified party') from and against any and all losses, claims, damages and liabilities, related to, arising out of, or in connection with, the actions contemplated by this agreement or the performance by Mission Smile of its obligations contemplated by, this agreement.

#### **H: Renewal**

1. This contract shall stand valid for two years, from 04th day of October 2016 to the 03<sup>rd</sup> day of October 2018; provided it is not terminated as per the clauses mentioned under Section H of the Memorandum of Understanding.
2. One month prior to the end of the contract, Hospital shall submit a yearly report of all its previous activities. These reports shall include medical as well as financial information. Based on these reports Mission Smile shall determine whether the contract is to be renewed or extended.
3. The cost per surgery shall be evaluated at the end of every one year, following which it might be revised keeping in mind the current market value and the inflationary trend of the economy. This would be done after discussions between Mission Smile and Hospital.

  
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**I: Termination**

1. This agreement can be terminated by either party by giving a 30 days' notice of its intention to do so, in writing to the other party.
2. Notwithstanding the above, Mission Smile reserves the right to terminate this agreement forthwith, at its sole discretion, in the event of fraud, gross violation of medical standards or willful and malafide misrepresentation of facts.
3. The agreement shall also stand terminated forthwith if so directed by any statutory body or government department acting within the framework of law.

**I: Other**

1. Hospital and Mission Smile will work together and with other community based partners and government to identify, educate and schedule surgery for patients with Cleft lip and palate.
2. The Hospital and Mission Smile would uphold all forms of Human Rights and dignity and the 'Rights of a Child' underlined by the United Nations Convention for the Rights of Child (UNCRC). Any violation shall lead to an immediate dissolution of this contract.
3. There shall be no discrimination based on caste, creed, class, gender or religion, any violation shall lead to an immediate dissolution of this contract.

IN WITNESS WHEREOF the PARTIES hereto have set and subscribed their respective hands, signatures and seals on the day, month and year first written above.

SIGNED, SEALED & DELIVERED

in Presence of :

WITNESSES : 1: S. Rajeswari..... Hospital

2: .....

Shri. [Signature]  
MISSION SMILE

04 Oct 2016

[Signature]  
Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Healthpark, Rasulgarh  
Bhubaneswar-75