



MEMORANDUM OF UNDERSTANDING FOR DHWANI - GIFT OF HEARING PROJECT OF ROTARY CLUB OF COCHIN METROPOLIS AND LOURDES HOSPITAL, ERNAKULAM

This Memorandum of Understanding (hereinafter referred to as 'MoU') for providing financial and medical assistance for the treatment which includes corrective ear surgeries, implants for the patients from weaker sections of the society under the Project Dhvani – Gift of Hearing initiated by Rotary Club of Cochin Metropolis Charitable Society under Rotary Club of Cochin Metropolis, Cochin and hereinafter referred as the Society is made and executed at Ernakulam on this the 12th day of August, Two thousand and twenty five (12-08-2025) by and between:

Rotary Club of Cochin Metropolis, Club No. 26815 of Rotary International, and **Rotary Club of Cochin Metropolis Charitable Society** registered under The Travancore-Cochin Literary, Scientific and Charitable Societies Registration Act, 1955 (ACT XII OF 1955) Represented by its President Jijo G John, age 55 years, Business, residing at X/284 Uppootil House, Elumana Temple Road, Eloor South, Kochi 682306 hereinafter jointly called the "The Society" which expression shall include his successors in office, executors, administrators and assignees and

LOURDES HOSPITAL, KOCHI, a unit of Lourdes Hospital, Kochi which is a premier multi-specialty tertiary care hospital commenced in the year 1965 under the aegis of the Archdiocese of Verapoly, with its administrative office at Lourdes Hospital, Ernakulam, Kochi 682012, represented by Fr. George Sequeira, Director hereinafter called the "The Hospital " which expression shall include his successors in office, executors, administrators and assignees

Whereas: -

- A. **Rotary Club of Cochin Metropolis** is an established Non-Profit Organization, Club No. 26815 of Rotary International registered under the Rotary International District 3201, renowned for providing relief to the deprived sections in the society through its numerous service projects and engaged in meaningful relationships

Conti....2



with other likeminded organizations to make these projects prove more useful and effective to the beneficiaries

B. **Rotary Club of Cochin Metropolis Charitable Society** vide registration No: EKM/TC 560/2017 on 13th day of September 2017 under The Travancore-Cochin Literary, Scientific and Charitable Societies Registration Act, 1955 (ACT XII OF 1955) having its Registered office at Door No:3/55A, Kizhuppilly Buildings ,Pullikillam West Road, Chembumukku, Kakkanad, Cochin 682030. The Society is engaged into various social and community service projects for the financially and socially backward people and Project Dhvani – Gift of Hearing is one of its project for the following activities.

1. Creating awareness about loss of hearing, its prevention and early detection among the general public.
2. Conducting periodic screening camps for early detection of hearing loss among children and aged people.
3. Supporting such needy patients in their treatment, curative and correction processes through offering financial assistance and guidance to regain the hearing by cochlear implant, hearing aids and corrective surgeries, speech therapy and other support systems.

A. **Lourdes Hospital**, part of Lourdes Hospital, Kochi which is a multi-specialty tertiary care hospital , with over 5 decades of multispecialty health care experience particularly for the less fortunate sections of the society irrespective of cast or creed with over 500 In-patients and 1700 Out-patients facilities per daily with 36 established specialty departments equipped with state-of-the-art equipment and manned by trained and dedicated staff with a full-fledged teaching institution conducting postgraduate (DNB) courses in 14 specialties, a Nursing School and College with BSc, Post BSc & MSc courses, a Paramedical College offering various courses and also an AHA International Training Centre as well.

Conti....3



- B. The Hospital has agreed to associate with the Society for its project Dhvani – Gift of Hearing as a part of its objective through and The Society has agreed to share the cost involved in hearing aid, surgeries, implants, and maintain the equipment and implants and provide with all running expenses of the same. The hospital shall be responsible for the medical assistance including corrective surgeries, implant surgeries etc. required on case to case basis and shall provide the manpower needed to support this same including various hospital charges such as doctors consultation and operation charges, nursing fee, Intensive care charges, operation theatre charges and also minimum in patient medication hiring and training of the staff and their salaries on concessional rate.
- C. Based on the above, both the parties have agreed to enter into a formal agreement listing out the terms and conditions and decided to list out the general understanding arrived at between the parties as follows:

NOW IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:

1. The Society shall:
 - a. Procure the equipment and other required items such as implants, hearing aids etc. for the treatment
 - b. Do all the necessary activities to identify, negotiate and procure the equipment after due deliberations with the experts at the Hospital and in consultation with all connected parties.
 - c. Arrange for all the documentations needed in obtaining the funding for the procurement process and keep the other two parties informed on the developments as and when they occur.
 - d. Hold the required meetings with the concerned teams from all parties along with the technical and commercial teams from the supplier.
 - e. Arrange a formal launch / inauguration of the project after seeking the convenience of all parties concerned.

Conti....4



- f. Arrange publicity campaigns through its fellow Rotary Clubs located in Kerala and Tamil Nadu in order to reach the needy and inform the parties in advance and the Hospital will participate in such campaigns by providing technical staff, etc. as an associate to ensure the required service and infrastructure are maintained and available.
- g. Do the needful to propagate and promote the project through effective modes of communication to gain service publicity and awareness among the public.
- h. Allocate a Point of Contact (PoC) for duration of 12 months from the date of signing this MoU to interact with all concerned parties regarding the setting up process.
- i. Set up a team in association with all the parties (review committee) to review the progress of the project on a regular basis.
- j. Be a rightful member to a review committee to periodically review the complete data pertaining to the registrations, operations and treatment support provided by the Hospital and the data shall be permitted to be used by the Society for its campaign and publicity.
- k. Maintain a standard operating procedure to conclude the selection of recipients/ beneficiaries, a suitable committee of the Society shall be formed for this purpose and the decision of this committee would be final and binding upon all parties. The Society shall consider other parties including the Hospital recommendation of eligible potential beneficiaries. The Society shall ensure to conclude such selections after their due diligence with respect to patients financial and personal background.
- l. Assist the Hospital in organizing periodic training programs for the personnel involved in the project
- m. Shall record in detail all assets of the center including the equipment/s and maintain an Asset Inventory Records, to be kept ready for inspection of either of the parties or any statutory body associated with the State or

Conti....5



Central Government, or any individual/ company assigned by the parties or associated with the Center.

- n. Ensure that the equipment/s under the project will be handled exclusively by the Hospital personnel or its authorized representatives and no other agency will have access to the same without the written consent from RCT.
- o. Provide sufficient notice of not less than 90 days in writing to both the other parties in case any of the parties wants to withdraw/ terminate the MoU OR wind up the operations. This notification shall be in writing through mail/courier /registered post from either side.
- p. Once provided sufficient notice to the other parties, as per cl.2.o, provide all necessary assistance to the emergency patients to their larger facility in the Hospital on normal charges.
- q. Once provided sufficient notice to the other parties, as per cl.2.o, surrender all equipment, machines and medical infrastructure if any provided under the scheme back to the other party and assist safely transport/ store / shift the mentioned items to any facility as decided at the cost of the other party.

2. The Hospital shall

- a. Provide the manpower needed to support this facility including hiring and training of the staff.
- b. Be responsible for the treatment and other medical investigation of the patients.
- c. Concessional charges that will cover the operations at the surgeries, medicines hospitalization charges, service coordination
- d. Ensure availability of all infrastructures required for the project.
- e. Be responsible for the disposal of biomedical waste that is generated as part of the operations.

Conti....6





- f. Extend logistics and coordination support to conduct the publicity campaigns for the Society.
- g. Work in close liaison with the Society to accept and accommodate the allocated recipients/ beneficiaries and in providing a service chart which will in turn, yield a clear availability of the facilities, and shall communicate the same to the review committee, without fail.
- h. Shall provide sufficient notice of any period not less than Ninety (90) days, in writing, by mail or courier or registered post to withdraw from the terms of this MoU, once the center starts its operations.
- i. Allocate a Point of Contact (PoC) from the date of signing this MoU to interact with all concerned parties for the continuity of the project.

1. THE PARTIES FURTHER AGREE THAT

- a. The Hospital shall charge the following rates from each patient undergoing treatment under the project.

Treatment: Hearing correction surgery package

1. Bed / Room	Rs 2000
2. Medical care/ consultant visiting fee	Rs 2000
3. Nursing care charges	Rs 1500
4. Surgery fee	Rs 25000
5. Operation Theatre charges	Rs 12500
6. Procedure charges	Rs 500
7. Consultation/ Professional fee	Rs 300
8. Anesthesia charges	Rs 12500
9. Anesthesia Agent/ Medical gas	Rs 500
10. Medicine & consumable charges	Rs 17200
11. Diet	Rs 1000
Gross Total	Rs 75000

Conti....7



The above charges are as single package and include Pre and post operation Expenses, Operation Theatre Charges, Doctors Fee, Nursing Fee, Hospital Room Rent.

- b. The Society shall pay the full amount against the bills issued by the Hospital to the patients undergone for treatment, within ten days from the date of receipt of each bill.
- c. This MoU is on a principal-to-principal tri-party basis and does not create any employee-employer relationship between the parties. All parties and its employees, agents and representatives shall provide services as an independent entity and nothing contained herein shall be deemed to create any partnership, joint venture between the parties or a merger of their assets or their fiscal or other liabilities or undertakings or create any employment or relationship of principal and agent between the parties and/or its representatives, employees and agents.

F. All parties shall indemnify and hold harmless the other party(s) from and against any losses, liabilities, damages, costs and expenses, which any party, employees, may incur or suffer because of or in connection with any event including the following:

- i. Breach by any party or its employees or agent of any covenant, obligations, duties or condition contained in this MoU.
- ii. The submission of inaccurate information by any party.
- iii. The commission of any acts or omission by any party or its employees or agent.
- iv. Violation or breach of any applicable law by any party or its employees.
- v. Any unlawful act or misdemeanor committed or performed by any party or its employees or agents while acting under this MoU.
- vi. Breach or purported breach by any party of any of the intellectual or other property rights of any other persons.

Conti....8





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Post Graduate Institute of Medical Science & Research

A Unit of Lourdes Society for Health Care and Research



8

- G. Unless otherwise agreed and executed by all the parties by any written understanding or agreement pursuant to this MoU, reserves the exclusive right to change/ alter and /or removal of appointment rights of any party to this MoU for any breach, that would directly or indirectly affect the operations of the project.
- H. Any relevant matter for which no provision is made in this MOU, and any controversy, claim or dispute regarding the interpretation or application of this MOU shall be settled by negotiations between and/or among the Parties concerned.
- I. This MoU shall be subject to mutually agreed changes as may be required. Such changes shall be in writing executed by all the parties.
- J. This MoU is executed simultaneously in two counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

In witness of the above, the respective parties have signed this memorandum of understanding 12th day of August two thousand twenty-five at Ernakulam, Kochi.

**For Rotary Club of Cochin Metropolis and
Rotary Club of Cochin Metropolis Charitable Society**

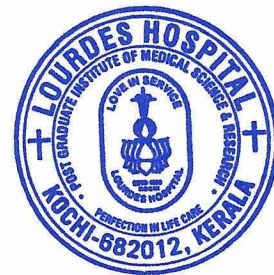
President

Secretary

For Lourdes Hospital

Director

**DIRECTOR
LOURDES HOSPITAL
Post Graduate Institute of
Medical Science & Research
ERNAKULAM, KOCHI-682 012**



Witnesses:

ARUN. G. NATH
S/O M. GOPINATHAN
ERHUMAYIL (H)
KADUTHURUTHY.
1.

ALIAS THOMAS
S/O A. I THOMAS
2. ARECKAL (H)
ANGAMALY SOUTH P.O.