

**MEMORANDUM OF UNDERSTANDING BETWEEN  
(JAINAM HEALTH SERVICES .LTD)  
AND**

---

**DIETICIAN**

This Memorandum of Understanding (MOU) is made on \_\_\_\_\_ between “JAINAM HEALTH SERVICES.LTD”, a Company incorporated under the Companies Act 1956, having its Head Office at A-205, Sani Shopping Centre, Opp. Station, Jogeshwari (West), Mumbai – 400102.. ‘hereinafter referred to as JAINAM HEALTH (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees)

And \_\_\_\_\_ having its Head Office at ..... (hereinafter “Consultant”). (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees)

**WHEREAS**, Consultant has unique and specialized experience and is recognized for expertise in Dietary Consultation & services; and **WHEREAS** Company desires to retain Consultant to perform certain services as set forth below.

JAINAM HEALTH is a Healthcare Service Organization providing various health related services to their clients which includes insured individuals and groups, corporate, self funded groups, foreign travelers and insurance companies and for this purpose JAINAM HEALTH has created a network of Consultants for consultation opinion, onsite visit or teleconsultation.

1. Jainam Health hereby engages the Consultant to provide the Services for the benefit of Jainam Health and the Consultant hereby agrees to provide such Services(Exhibit A). Consultant acknowledges and agrees that at all times during the Term of this consultancy, Consultant will be an independent contractor and not an employee of Jainam Health for any purposes whatsoever and under any applicable law. As an independent contractor, Consultant acknowledges and agrees that Consultant will be solely responsible for the payment of all taxes applicable to Consultant’s role as an independent contractor performing consulting services.
2. Consultant hereby agrees that he/she would provide services for Rs.250 for home visits, 25% discounts for the clinic visits, Rs.1000/- for corporate visit of 8hrs, Rs 100/-per videoconferencing (Skype or any

other tool) consultation, Rs 50/-per telephonic call, Rs 1000 for delivering a session/lecture for the Jainam Health Members.

3. Consultant hereby represents to Jainam Health and that the Consultant's performance of all, or any, of the terms of this Agreement does not and will not (i) breach or conflict with any prior Agreement to which Consultant is bound, (ii) compromise any rights or trust relationship between Consultant and a third party or (iii) create a conflict of interest for the Consultant or Jainam Health. Consultant shall promptly disclose to Jainam Health any circumstance or relationship with any third party that constitutes a conflict of interest or breach of this Agreement.
4. During the Term, Consultant, in such capacity shall: provide services and duties of the type normally provided by Consultants who otherwise hold medical and/or academic degree of the type held by the Consultant, all as may be reasonably requested from time to time by Jainam Health (the foregoing duties and responsibilities of the Consultant referred to collectively herein as the "Services") to the extent that, in the reasonable judgment of the Consultant.
5. The Consultant agrees to devote such time and to use Consultant's best efforts to provide the Services as are reasonably required to discharge the Services to Jainam Health's satisfaction. The Consultant will provide these services to the client on presentation of privileged health voucher or on receiving a call from Jainism Health.
6. (a) The Consultant's retention under this Agreement shall be for the term 12 Months or such earlier date as provided pursuant to the termination provisions below (the "Term"); provided however, the parties hereto may agree to extend the Term for such period as they may mutually agree.

(b) This Agreement shall terminate upon the occurrence of any of the  
Following events:

- i. Immediately upon Consultant's death or long-term disability;
- ii. Immediately if Consultant engages in negligence, willful misconduct or malfeasance;
- iii. Upon a material breach by either party of its obligations hereunder, after 10 days written notice by the non-breaching party to the breaching party if such material breach had not been cured by the breaching party within such 10-day period following receipt of such notice; or

iv. Without cause upon thirty (30) days written notice by either party to the other party.

(c) In the event of an early termination of this Agreement as provided above, Jainam Health shall pay the Consultant (or the Consultant's estate in the event of death) in accordance with the compensation provisions of this Agreement for all services rendered and expenses incurred by the Consultant prior to the effective date of such termination.

7. Consultant will have no objection for using its name as empanelled Dietician on advertisements, promotional literature, brochure, website etc sponsored by JAINAM HEALTH.

8. (a) All notices and other communications made in connection with this Agreement shall be in writing and shall be deemed to have been duly given if (i) email (ii) transmitted by hand delivery, (iii) sent by next-day or overnight mail or delivery, or (iv) sent by fax

(b) This Agreement shall bind and ensure to the benefit of and be enforceable by Jainam Health and Consultant and the successors and assigns of Jainam Health and Consultant. However, neither Party may assign this Agreement without the prior written consent of the other. The Services hereunder are to be performed exclusively by Consultant. You can either courier or fax or scan and email this to MOU and Additional Information Sheet to us.

(c) This Agreement may be amended from time to time only by written agreement of Jainam Health and the Consultant. No terms or provisions of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.

(d) Consultant should inform JAINAM HEALTH within 48 hours about any changes in Facility, Personnel and Address that they undergo.

9. In case of any **Dispute and Arbitration**

a) If any dispute or difference of any kind whatsoever shall arise between Jainam Health and that the Consultant in connection with or arising out of this MOU (and whether before or after the termination or breach of this MOU) the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.

- b) In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute or difference arose, such dispute or difference shall be referred to a mutually acceptable single Arbitrator or, upon the failure Jainam Health and that the Consultant agree upon a single Arbitrator, within a period of ten (10) days, each Party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator under the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Mumbai.
  
- c) The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by Jainam Health and that the Consultant of their respective obligations pursuant to this agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

Notwithstanding anything contained herein, Jainam Health and that the Consultant shall have a right to institute legal proceedings to prevent any continuing breach of the provisions of this Agreement to seek an injunctive or any other specific relief and the Courts in Mumbai shall have exclusive jurisdiction on any matter arising out of this Agreement.

By signing below each party agrees to the terms of this agreement

**Dietician**

**Name of the Consultant:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Sign.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SEAL:**

**JAINAM HEALTH SERVICES LTD**

**Address:** A – 205, Sani Shopping Centre, Opp. Station, Jogeshwari(West), Mumbai – 400102.

*Tel No: 8080244144 Fax : 8080255233.*

**Sign.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SEAL:**

**EXHIBIT A**

**Expected services from Dietician:**

- Family home visit for Jainam Health member.
- 25% discounted services for Jainam Health member
- Corporate visit
  - ✓ Questionnaire
  - ✓ Basic check up (with their own instruments)
- Online consultation
- Telephonic consultation
- Knowledge session/lecture for corporate plan.

**Co-ordinating the services:**

- Appointments for home/corporate visit will be intimated to dietician as soon as the client is enrolled, minimum of 3 days except in cases of emergency.
- Dietician will be reminded for such visit on a day prior to visit as well as during the time of visit.
- In case of cancellation, it is the duty of dietician to intimate us at least 12 hrs before the scheduled visit.
- For Online & Telephonic conversation prior appointment will be taken.