

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

---

**GENERAL PRACTITIONER**

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

\_\_\_\_\_ (hereinafter “General Practitioner”)(GP) (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees)

**WHEREAS**, General Practitioner has unique and specialized experience and is recognized for expertise in Medical general practice; and **WHEREAS** Company desires to retain General Practitioner 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 General Practitioners for consultation opinion, onsite visit/ consultation or telephonic consultation.

**SCOPE:**

1. Jainam Health hereby engages the General Practitioner to provide the Services for the benefit of Jainam Health and the General Practitioner hereby agrees to provide such Services (Exhibit A). General Practitioner acknowledges and agrees that at all times during the Term of this consultancy, General Practitioner 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, General Practitioner acknowledges and agrees that General Practitioner will be solely responsible for the payment of all taxes applicable to General Practitioner’s role as an independent contractor performing consulting services.

2. General Practitioner hereby agrees that he/she would be compensated Rs. 150/- for home visits, Rs 1000/- for corporate visits of 8hrs, Rs.100/- for online consultation(skype or any other tool), Rs 50/- for telephonic conversation, Rs 150 for hospital visit to the Jainam Health Members.
3. General Practitioner hereby represents to Jainam Health and that the General Practitioner'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 General Practitioner is bound, (ii) compromise any rights or trust relationship between General Practitioner and a third party or (iii) create a conflict of interest for the General Practitioner or Jainam Health. General Practitioner 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, General Practitioner, in such capacity shall: provide services and duties of the type normally provided by General Practitioners who otherwise hold medical and/or academic degree of the type held by the General Practitioner, all as may be reasonably requested from time to time by Jainam Health (the foregoing duties and responsibilities of the General Practitioner referred to collectively herein as the "Services") to the extent that, in the reasonable judgment of the General Practitioner.
5. The General Practitioner agrees to devote such time and to use General Practitioner's best efforts to provide the Services as are reasonably required to discharge the Services to Jainam Health's satisfaction and satisfaction of the client. The General Practitioner will provide these services to the client on presentation of privileged health voucher or on receiving a call from Jainam Health. . In case of emergency we may call you to assist us.
6. (a) The General Practitioner'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 General Practitioner's death or long-term disability;
  - ii. Immediately if General Practitioner 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 General Practitioner (or the General Practitioner'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 General Practitioner prior to the effective date of such termination.

7. General Practitioner will have no objection for using its name as empanelled General Practitioner 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 General Practitioner and the successors and assigns of Jainam Health and General Practitioner. However, neither Party may assign this Agreement without the prior written consent of the other. The Services hereunder are to be performed exclusively by General Practitioner. 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 General Practitioner. 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) General Practitioner 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 General Practitioner 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 General Practitioner 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 General Practitioner 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 General Practitioner 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.

**General Practitioner**

**GENEREALPRACTITIONER:**.....

**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 GP:**

- Family home visit
  - ✓ Questionnaire
  - ✓ Physical examination
  - ✓ Consultation if any
  - ✓ Notes down old reports if any
  - ✓ Measuring temperature, B.P., random blood sugar, height, weight etc.
  - ✓ Assisting clients at time of emergency during visit
  - ✓ Explain the benefits of jainam's health plan, train client to use first aid kit.
  
- Corporate visit
  - ✓ Questionnaire
  - ✓ Measuring temperature, B.P., weight, random blood sugar etc.
  - ✓ Physical examination
  - ✓ Visiting client in case of emergency.
  
- Hospital visit
  - ✓ Assisting client for any medical query
  
- Online consultation
- Telephonic consultation

**Co-ordinating the services:**

- Appointments for home or corporate visit will be intimated to general practitioner as soon as the client is enrolled, minimum of 3 days except in cases of emergency.
- General physician 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 general physician to intimate us atleast 12 hrs before the scheduled visit.
- For Online & Telephonic conversation prior appointment will be taken.