

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**[PRIMUS MEDIDENT PVT LTD, NEW DELHI**  
**And**  
**[DENTISTICO PVT LTD, NEW DELHI]**

This Memorandum of Understanding (MOU) is made and entered into by and between Primus Medident Pvt Ltd and Dentistico Pvt Ltd. The entities listed above may collectively be referred to as the parties to this MOU.

**I. PURPOSE:**

The purpose of this MOU is to document a framework of cooperation to address the requirement of parties on mutual basis across jurisdictional boundaries by establishing any Institution, college, hospital, service apartments, ancillary services etc.

Exhibits to this MOU may be revised or deleted by Steering Committee consensus as may be constituted for the purpose as per need. The latest revision of any Exhibit will automatically be incorporated into this MOU without necessitating a formal modification as defined.

**II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:**

The parties to this MOU have individual and joint responsibilities for developing joint business group, mutual interest group and development of contracts, management contracts, exchange of staff and exchange of contracts; present joint business strength, raising loans and funds, taking equity in other associate companies etc.

The parties agree that it is to their mutual benefit and interest to work cooperatively to inventory, monitor, control and administer the hospital so acquired, develop assets, manage team of doctors, establish exchange programmes. This cooperative effort will achieve better management of hospitals while improving working relationships between the parties and the public.

**III. EACH PARTY SHALL:**

- A. Agree to the formation of a Steering Committee (Steering Committee) to provide expertise and oversight to hospital management activities within.

- B. Designate a key contact or a representative to serve on the Steering Committee.
- C. Work through their Steering Committee representative to provide necessary information to:-
- Revise or delete the Exhibits to this MOU;
  - Establish an Integrated Hospital Management Plan (Plan); and
  - Develop and implement Annual Operating Plans (AOPs).
- D. Agree that the Plan and AOP will have goals, objectives, and actions that are aligned with. Such plan will describe the goals and objectives for the parties and will be a guiding document for the management. AOPs will describe the responsibilities associated with the implementation of these management strategies.
- E. Recognize that each party to this MOU retains primary responsibility and management discretion for lands under their jurisdiction.
- F. Consider entering into separate arrangement(s) to implement management activities associated with the Plan and AOPs. Such arrangement(s) shall be independently authorized by appropriate statutory authority, and may include, but are not limited to: Collection Agreements, Challenge Cost Share Agreements, Participating Agreements, Volunteer Agreements, Grants, Cooperative Agreements and Procurement.
- G. Recognize that other entities may assist in endeavors critical to the purposes of this MOU under separate formal arrangements. Such assistance may include but not be limited to: managing funds, writing grant applications, providing consultation, education, and facilitation.

**IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. The principal contacts for this MOU are the Steering Committee Representatives and/or key contacts for the parties to this MOU as defined.
- B. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to under this MOU is subject to the Freedom of Information.



- C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the parties of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
- E. MODIFICATION. Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- F. TERMINATION. Any party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.

The authority and format of this MOU has been reviewed and approved for signature.



**PRIMUS MEDIDENT PVT LTD, NEW DELHI**



**DENTISTICO PVT LTD, NEW DELHI**

