



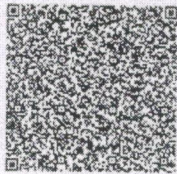
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INDIA NON JUDICIAL Government of Uttar Pradesh

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Certificate No.	: IN-UP36969503547594T
Certificate Issued Date	: 19-Feb-2021 02:27 PM
Account Reference	: NEWIMPACC (SV)/ up14183104/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUP1418310463877852427279T
Purchased by	: INDIA HEALTH ACTION TRUST
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: INDIA HEALTH ACTION TRUST
Second Party	: Not Applicable
Stamp Duty Paid By	: INDIA HEALTH ACTION TRUST
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Agreement No.: IHAT/LKO/2020-21/I-1014

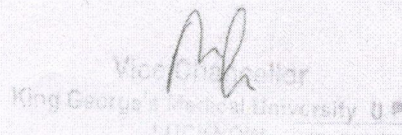
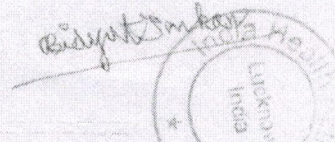
AGREEMENT

Between

India Health Action Trust Lucknow (First Party)

And

King George's Medical University Lucknow (Second Party)



AGREEMENT

This Agreement is made on this 31 day of **March 2021** at Lucknow, UP

BETWEEN

India Health Action Trust, having its office in Lucknow at 404, 4th Floor, Ratan Square, 20-A, Vidhan Sabha Marg, Lucknow – 226001, (hereinafter referred to as "IHAT", which expression shall wherever the context so submits mean and include its successors and assigns) through its authorized representative **Dr. Bidyut K. Sarkar, Project Director, Facility Strengthening**

Party of the First part

AND

King George's Medical University, Lucknow-226003 (hereafter called the 'KGMU' which term shall include its successors, assigns and authorized persons, of the other part) through

Lt Gen (Retd) Dr Bipin Puri, Vice Chancellor, KGMU.

Party of the Second part

IHAT and KGMU hereinafter referred to collectively as "Parties" and separately as "Party".

The Project Lead and nodal officer for PPH bundle project at KGMU will be **Professor Uma Singh, Dean, Professor & Head of Department** of Obstetrics and Gynaecology, KGMU

ARTICLE 1 – PARTIES

- The parties to this contract titled "**Postpartum Haemorrhage Bundle Project**" are :
 - **India Health Action Trust (IHAT)**, having its office at 404, 4th floor, Ratan Square, Lucknow, Uttar Pradesh – 226001

AND

- **King George's Medical University**, Lucknow-226003.

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to collaborate with KGMU for faculty members to participate in TQM to become faculty Master trainers for PPH EmC and impart training and conduct workshops of maternity staff of selected government facilities in Lucknow, provide clinical inputs and onsite mentoring visit to the selected facilities for oversight.



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King George's Medical University, Lucknow

2. Background

The purpose of this Agreement is to collaborate with KGMU, Lucknow for faculty members to become master trainers for PPH EmC, impart training of staff of selected government health facilities in Lucknow, and participate in learning workshops for a pilot project on PPH prevention, identification and management based on Bundled Approach. Further providing clinical mentoring by onsite visits to the selected health facilities for oversight.

2.1 Background of PPH Programme

PPH (Post- Partum Haemorrhage) or excessive bleeding after conduct of delivery of pregnant women is the single largest medical cause of maternal deaths globally as well as in India. State of Uttar Pradesh has the second highest maternal mortality ratio (MMR) among all states in India. International Federation of Gynecology and Obstetrics (FIGO) with technical support from Massachusetts General Hospital (MGH), Harvard University and Mahatma Gandhi Institute of Medical Sciences (MGIMS), Sevagram, Wardha has designed and initiated this project titled "Emergency Care of Post- Partum haemorrhage (PPH EmC) using bundled approach to prevent thousands of maternal deaths due to excessive bleeding after delivery.

PPH EmC is a holistic, cost-effective training program consisting of evidence-based, non-surgical interventions organized in a bundle approach. These clinical components are relatively simple to learn and perform. In addition, the approach highlights health system strengthening strategies to reduce delays, improve quality of services and adherence to best practices. MGH/Harvard has earlier initiated efforts with MGIMS Sevagram, Wardha in 10 medical colleges of to reduce postpartum haemorrhage in Maharashtra since 2017, through co-creation and pilot introduction of the PPH EmC program.

FIGO, with the consent of the Government of India, proposed to pilot PPH EmC in Uttar Pradesh in government health facilities of selected districts. The Government of UP agreed and suggested UP Technical Support Unit (UPTSU), Lucknow, Banaras Hindu University (BHU), Varanasi, and King George Medical University (KGMU) to be partners. FIGO (Federation of Obstetrics & Gynaecologists, India) also supports the project as a partner.

2.2 Specific objectives of the PPH bundled approach program

The goal of this project is to contribute to reductions in maternal mortality and morbidity through **pilot of Postpartum Haemorrhage Emergency Care Using a Bundle Approach (PPH EmC)** in Uttar Pradesh with the following specific objectives:

FIGO Project Agreement Lucknow India 24.03.21



Mh
Vice Chancellor

- Creating medical college faculty- Master trainers for PPH-EmC by conducting TOT of faculty members of KGMU
- Training, clinical mentoring on PPH-EmC of maternity staff of selected government health facilities including doctors, nurses and obstetricians and gynaecologists by medical college faculty master trainers in Lucknow district.
- Establishing effective, coordinated emergency response mechanisms within government health facilities as well as effective, integrated referral mechanisms between lower level health facilities, district hospitals and tertiary centres in these two districts
- Close coordination with local, state and national government and other key stakeholders.

ARTICLE 3 – DURATION OF PROJECT

The duration of the project will be from 1st March 2021 to 31st May 2022.

ARTICLE 4 – SCOPE OF WORK

4.1. Scope of the project

The scope of the project work with respect to KGMU will include:

Trainings, workshops, clinical inputs and onsite mentoring visits to the 5 selected facilities of Lucknow

4.2. Role and responsibility of KGMU

KGMU will act as a nodal center for imparting training to staff of five medical facilities in Lucknow on combating postpartum haemorrhage. These five facilities have been identified by Government of UP in consultation with IHAT

The broad activities under its ambit will include:

1. Conduct trainings of maternity staff of OBG department of KGMU:

To train the doctors and nurses of the ObG department of the college on prevention, identification and management of PPH based on the Bundle approach, establish Obstetric Rapid Response Team in the college and participate in the network integration with the selected CHCs, PHCs and DWH of Varanasi to strengthen the referral mechanism of PPH in the district.

2. Conduct trainings of staff of selected facilities in Lucknow

To train the doctors and nurses of the ObG department of the college on prevention, identification and management of PPH based on the Bundle approach.

3. **On-site visits:** KGMU will conduct quarterly visits to 1 DHs and 4 CHCs/PHCs that have been identified in Lucknow for implementation of the project as per Annexure-C. During each quarterly visit, they will visit the labor room and OT and assess the establishment of the Obstetric Rapid Response Team, installation of emergency bell, check the drugs and supplies of the PPH kit and conduct PPH simulation drills and skill demonstration in their presence.

4. **Participate in network integration:**

Be a member of the vertical integration network of the district and provide follow-up feedback and clinical inputs on the PPH cases referred to them from the DWH/CHCs.

4.3. Role of IHAT

1. **Coordination & Technical support:** IHAT will provide overall coordination and technical-managerial support to KGMU faculty team to ensure proper and smooth completion of trainings of all health facility staff including providing training materials for trainings and also support during the onsite mentoring visits to facilities.
2. **Facility assessment:** IHAT will conduct facility assessment of LR and OT of all the selected project health facilities for emergency response mechanisms for PPH management, facility readiness, drugs, supplies availability both at the beginning and end of the project.
3. **Monitoring and evaluation:** IHAT will support in the recording, documentation and reporting of the PPH cases detected, managed and referred from the health facility and their subsequent data entry for programmatic use during the project period.

ARTICLE 5 - PAYMENT TERMS AND CONDITIONS

The total cost for the complete activity will be Rs 8,50,000/- (Rs. Eight Lakh Fifty Thousand Only).

- a) Payments will be made in three installments. Payment milestones and amounts along with timeframes are indicated in **Annexure A**. TDS shall be deducted at applicable rates.
- b) The price stated above is inclusive of all taxes.

ARTICLE 6 – EFFECTIVE DATE, DURATION & OTHER CONDITIONS

FIGO Project Agreement with KGMU V1 24.03.21



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Vice Chancellor
King George's Medical University

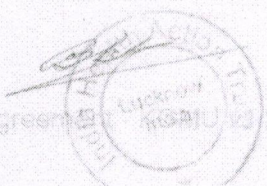
- a) This contract shall be binding upon both the parties (IHAT and KGMU) from the effective date March 1st, 2021 hereof and shall come into force immediately upon the signature of the Form of Agreement.
- b) Should circumstances arise which call for modification of the Agreement these may be made by mutual consent given in writing.
- c) The contract may be terminated forthwith by either party by giving written notice to the other if the other party is in material breach of its obligations under this agreement and/or in case of such breaches capable of being remedied, fails to remedy that breach within one month of receiving notice of such breach.
- d) Upon the termination of contract, the second party shall cease to undertake the delivery of services as per the contracting and shall return all the documents obtained by it from the first party.
- e) The second party shall not have the right to assign or transfer the benefit or obligation of the Agreement or any part thereof.

ARTICLE 7 – CONFIDENTIALITY

- a) All parties hereto agree not to disclose to any other party to any of its or its affiliate's employees, except as may be necessary only after obtaining written permission for the performance of this contract, any confidential, private or proprietary information supplied under this contract by the other party.
- b) All data collected as part of the project will be the property of IHAT; access and use of data will be guided by IHAT policies.
- c) Any confidential, private proprietary or classified information which has to be made available by the receiving party to other party for the execution of this contract shall be submitted to such other Party with the same restrictions as included in this Article and shall be intimated to the disclosing party in writing.
- d) Receiving party will disclose the confidential information in pursuant to the order or requirement of a court, administrative KGMU, or other governmental body, provided, however, that the receiving Party will provide prompt written notice thereof to the disclosing Party prior to any disclosure to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
- e) This Article shall survive even after termination or completion of this contract.

ARTICLE 8 – DISPUTE /ARBITRATION /JURISDICTION

- a) Any dispute or difference between the parties arising out of this agreement shall in the first place will be settled by mutual negotiations between the heads of the two organizations or their nominees and their decision shall be final and binding on both the organizations.
- b) If the dispute or difference is not resolved as per the above clause, it shall be referred to the arbitrator appointed as per the Arbitration and Reconciliation Act, 1996 and the rules there under. Any statutory modification thereof for the time



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being in force shall be deemed to apply to the arbitration proceedings under this clause.

- c) The arbitrator may from time to time with the consent of the parties extend the time for making and publishing the award. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be Lucknow.

ARTICLE 9 – PROJECT PLAN AND DELIVERY SCHEDULE

The project plan and schedule of deliverables are as placed at **Annexure B**.

ARTICLE 10 – FORCE MAJEURE

Neither party shall be liable for damages or have the right to terminate this contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God or Government restrictions. The performance of the contract shall be deemed suspended during such period and the time for completion shall be extended for a period corresponding to the effects of such delay.

ARTICLE 11 – ADHERENCE TO IHAT GENDER POLICY

Any issues related to suppression of female workers should be brought to the notice of Committee against Sexual Harassment (CASH) of IHAT. KGMU will have to follow the decisions or directions of the committee on the same.



Vice Chancellor
King George's Medical University UP
LUCKNOW

ARTICLE 12 – SIGNATURES & WITNESSING BY PARTIES

In witness whereof, the parties hereto have hereunder set their respective hands the day and the year first above written.



(Bidyut K Sarkar)

Signature for and on
Behalf of
IHAT

Name & Designation:
Dr. Bidyut K Sarkar
Project Director
Facility Strengthening
Date: 31/3/2021

(Office Seal)

1. Witness

DR. SEEMA TANDON
Dy Director - RRTC
IHAT

2. Witness

(M. Puri)

Signature for and on
Behalf of
KGMU

Name & Designation:
Lt Gen Dr Bipin Puri
Vice Chancellor
KGMU
Date: 31/03/2021

(Office Seal)

Vice Chancellor
King George's Medical University D.P.
LUCKNOW

1. Witness

PROF. UMA SINGH
Dean & HOD, Obs & Gynae
KGMU

2. Witness

ANNEXURES**ANNEXURE – A**

Payment phase	Tasks / Deliverables	Expected date	Total Cost * (In Rs.)	Deliverable
1	2	3	4	5
1 st Payment	Completion of Training of Trainers	April 05, 2021	4,50,000.00	<ul style="list-style-type: none"> List of KGMU Faculty trained as Master Trainers along with contact details to be shared with Nodal Officer, IHAT Acceptance by the Nodal Officer and Project Director, Facility Strengthening will trigger payment
2 nd Payment	Completion of trainings Phase 2 Training: 2 Day in person training (30 Participants in 1 Batch) Phase 3 Training: 2 Day in person training (100 Participants in 4 batches) Phase 4 Training: 1 Day Simulation Training in 5 facilities (100 Participants)	July 31, 2021	2,50,000.00	<ul style="list-style-type: none"> List of trained candidates for Phase 2, Phase 3 and Phase 4 trainings along with contact details to be shared with Nodal Officer, IHAT. Acceptance by the Nodal Officer and Project Director, Facility Strengthening will trigger payment
3 rd and Final Payment	Mentoring visit to 5 facilities by at least one faculty every month (after completion of all phases of training) Submission of project completion report	May 31, 2022	15000.00	<ul style="list-style-type: none"> Submission of mentoring visit report for each month giving details of facilities visited and findings. Acceptance by the Nodal Officer and Project Director, Facility Strengthening will trigger payment
Total amount (excluding taxes)			8,50,000.00	

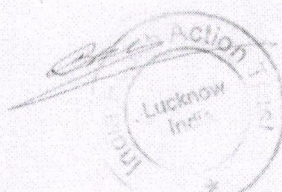
Note: TDS Shall be deducted at applicable rates



Ph
 Vice-Chancellor
 King George's Medical University U.P.
 Lucknow

ANNEXURE B – Project Implementation Plan

Activities	Time line	Expected outputs/ outcomes
Phase1: Training of Trainers (TOT)	March-April 2021	Create medical college faculty master trainers in KGMU
Phase 2: Training of maternity staff of KGMU hospital, Lucknow	April- May 2021	Maternity staff- doctors & nurses of KGMU trained in EmC care
Phase 3: Training of maternity staff of selected government health facilities in district Lucknow by medical college faculty master trainers	May-June 2021	Faculty master trainers will train doctors and nurses of 5 selected government health facilities in Lucknow
Phase 4: Onsite visit by faculty master trainers at 5 health facilities for mentoring including simulation and drills for EmC	July 2021	Onsite mentoring visit by faculty master trainer at each of the 5 selected govt health facility for mentoring in Lucknow
Implementation Phase: Periodic Supervisory and mentoring onsite visit by faculty members to the 5 govt health facilities for oversight of Implementation of EmC bundle approach for PPH cases	July 2021- May 2022	Clinical and technical inputs and guidance by onsite visit by faculty member to maternity staff of the 5 govt health facilities in Lucknow



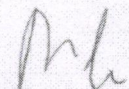
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Vice Chancellor
KGMU

ANNEXURE C – LIST OF HEALTH FACILITIES

District Lucknow

1. King George Medical University (KGMU)- Medical college
2. DH- Jhalkari Bai Hospital
3. DH- Awanti Bai Mahila Hospital
4. CHC FRU Gosaiganj
5. CHC FRU Itaunja
6. CHC FRU Mall




Vice Chancellor
King George's Medical University UP
LUCKNOW

ANNEXURE A

Invoice to be raised on completion of Tasks/ Deliverables in April, July 2021 & May 2022

Payment phase	Tasks / Deliverables	Expected date	Total Cost * (In Rs.)	Deliverable
1	2	3	4	5
1 st Payment	Completion of Training of Trainers	April 05, 2021	4,50,000.00	<ul style="list-style-type: none"> List of KGMU Faculty trained as Master Trainers along with contact details to be shared with Nodal Officer, IHAT Acceptance by the Nodal Officer and Project Director, Facility Strengthening will trigger payment
2 nd Payment	Completion of trainings Phase 2 Training: 2 Day in person training (30 Participants in 1 Batch) Phase 3 Training: 2 Day in person training (100 Participants in 4 batches) <i>25x4</i> Phase 4 Training: 1 Day Simulation Training in 5 facilities (100 Participants) <i>20x5</i>	July 31, 2021	2,50,000.00	<ul style="list-style-type: none"> List of trained candidates for Phase 2, Phase 3 and Phase 4 trainings along with contact details to be shared with Nodal Officer, IHAT. Acceptance by the Nodal Officer and Project Director, Facility Strengthening will trigger payment
3 rd and Final Payment	Mentoring visit to 5 facilities by at least one faculty every month (after completion of all phases of training) Submission of project completion report	May 31, 2022	15000.00	<ul style="list-style-type: none"> Submission of mentoring visit report for each month giving details of facilities visited and findings. Acceptance by the Nodal Officer and Project Director, Facility Strengthening will trigger payment
Total amount (excluding taxes)			8,50,000.00	

- Completed TOT

- Invoice - Dept. head