**[Stamp Duty of INR 600 (Indian Rupees Six Hundred) and INR 100 (Indian Rupees One Hundred) must be paid on this MoU and its counterpart(s), respectively, as per the Maharashtra Stamp Act, 1958, on or prior to the date of execution of the MoU and its counterparts.]**

**MEMORANDUM OF UNDERSTANDING FOR NATIONAL CANCER GRID (NCG) ELECTRONIC MEDICAL RECORDS (EMR) INITIATIVE**

**BETWEEN**

**THE NATIONAL CANCER GRID**

**AND**

**[●]**

**MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** for the **National Cancer Grid (NCG) Electronic Medical Record (EMR) Initiative** (hereinafter referred to as the “**MoU**”) is made effective as of the last date of the signatures below (the “**Effective Date**”) by and between:

**National Cancer Grid (NCG),** having its office at 10th floor, Homi Bhabha Block, Tata Memorial Hospital - hereinafter referred to as “**NCG**” represented by the Tata Memorial Hospital / Centre (which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include its successors and assigns)

**AND**

[●], a [●] incorporated under the laws of [●] and having its registered office at [●], (hereinafter referred to as the “**LEAP Centre**”),” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

NCG and the LEAP Centre shall hereinafter be referred to singularly as the “**Party**” and collectively as the “**Parties**.”

**WHEREAS**

1. NCG is a network of cancer centres, patient groups, research organizations and charitable institutions and it is engaged in establishing uniform standards of cancer care in country. NCG is working towards development of oncology specific EMR which can be deployed at the NCG centres to facilitate seamless and high quality cancer care.
2. The LEAP Centre is a renowned hospital institution and interested in participating in NCG’s Leading EMR Adopter Program.
3. The Parties are desirous of entering into this MoU to agree upon the NCG EMR Initiative contemplated under this MoU and to establish a basis of co-operation and collaboration between them as per the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this MoU, the Parties agree as follows:

**ARTICLE I**

**OBJECTIVES**

1. The goals of the NCG EMR Initiative are to support NCG centres in selecting, deploying and meaningfully using an appropriate EMR solution, selected from NCG EMR Empanelled Vendors. The list of NCG Empanelled Vendors is given on the KCDO website - <https://www.kcdo.in/news/ncg-kcdo-emr-Initiative.htm>
2. The responsibilities of the Parties shall be as follow:
	1. NCG’s Responsibilities
* NCG EMR Requirement (NER 2.0) – NCG will provide NCG EMR Requirement (NER 2.0) to LEAP Centre, to enable LEAP Centre determine and define its EMR requirements.
* NCG Empanelled Vendors connection – NCG will connect LEAP Centre to NCG Empanelled Vendors for conducting EMR demos and support EMR selection, where needed.
* NCG Empanelled EMR implementation – NCG will track EMR implementation at LEAP Centre and provide support where needed.
* Funding Disbursement – NCG will disburse the committed funds as outlined in Article II.
	1. LEAP Centre’s Responsibilities
* NCG EMR Deployment – LEAP Centre commits select, implement a NCG empanelled EMR solution and use it over 5 years, per timelines given below.
* NCG EMR Co-funding – LEAP Centre commits to funding the balance cost (difference between the 5 year total cost of the NCG EMR solution and NCG funding commitment) of the NCG EMR solution.
* NCG Empanelled EMR Vendor Selection – LEAP Centre will provide a written vendor evaluation and selection plan within 30 days of the Effective Date and commit to selecting one of the empanelled EMR vendor solutions within 90 days of the Effective Date.
* NCG EMR Implementation and Go Live – LEAP Centre commits to initiate empanelled EMR solution implementation within 90 days of the Effective Date and Go live of the EMR solution within 180 days of the Effective Date.
* NCG EMR Usage - LEAP Centre agrees to deploy strong resources as required for successful deployment, adoption, and continuous trouble-free functioning of EMR.
* NCG EMR Requirement (NER 2.0) – LEAP Centre commits to deploy and use all relevant NER 2.0 features.
* NCG Reviews – LEAP Centre agrees to provide regular monthly progress reports (using NCG preferred tools) for the below mentioned requirements:
* Deployment status of NCG EMR selection
* Implementation progress report until Go live
* EMR adoption and usage
* ABDM compliance achieved
* NCG Continuity of Care Initiative – LEAP Centre will actively support NCG EMR interoperability initiative. LEAP Centre commits to interoperability of electronic patient data for continuity of care with patient consent.
* NCG Data and Registry Initiative – LEAP Centre will collaborate with NCG to enable seamless de-identified data transfer for research and reporting purposes including creation of cancer registries. LEAP centre will update their patient consent forms to obtain the necessary patient consent for transfer of such data to NCG.

**ARTICLE II**

**FUNDING COMMITMENT**

NCG commits to funding LEAP Centre for a total amount upto INR xxx (INR xxx) based on the expression of interest letter received from the LEAP Centre according to the payment milestones below:

* 25% upon contract execution between Empanelled EMR vendor and LEAP Centre
* 25% on EMR go live
* 25% at the end of year 1 from EMR go live
* 25% at the end of year 2 from EMR go live

NCG would like to emphasise that the funding is based on the LEAP Centre agreeing to meet its responsibilities defined in Article I above. NCG will disburse the funds within 15 calendar days of execution of this MOU.

**ARTICLE III**

**INDEMNITY**

Neither Party shall be liable to the other Party and its employees, contractors, or agents for any loss, claim, or demand raised against the other Party under this MoU, except to the extent caused by the gross negligence or wilful misconduct of theParty committing actions of gross negligence or wilful misconduct.

**ARTICLE IV**

**PUBLICITY**

Neither Party shall issue a press release or make any other public statement that refers to this MoU or use the other Party’s or its affiliates’ name or trademark for publicity or advertising purposes without prior written consent of the other Party.

**ARTICLE V**

**GOVERNING LAW**

This MoU shall be governed by and interpreted in accordance with the laws of India and the Parties agree to submit to the exclusive jurisdiction of the courts of Mumbai.

**ARTICLE VI**

**COUNTERPARTS**

This MoU may be executed in two (2) or more identical counterparts, all of which shall be considered one and the same MoU and shall become effective when counterparts have been signed by each Party and delivered to the Party.

**IN WITNESS WHEREOF**, each of the Parties has caused this MoU to be executed as of the Effective Date.

| Convener, NCG and Director, Tata Memorial HospitalName: Dr. C.S. Pramesh Signature: Date: | [●](LEAP Centre Representative)Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: Date: |
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