

# THE MEMORANDUM OF UNDERSTANDING BETWEEN

## AI ASSETS HOLDING LIMITED

AND

## UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED

This Memorandum of Understanding is made on the 6th day of February, 2023.

BETWEEN

**AI ASSETS HOLDING LIMITED**, a company incorporated under the provisions of Companies Act, 2013 with its CIN U74999DL2018GOI328865 and having its Registered Office at 113, Gurudwara Rakabganj Road, Airlines House Building, New Delhi - 110001, (hereinafter referred to as "**AIAHL**" bearing PAN AAQCA4703M which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assignees) of the "First Party".

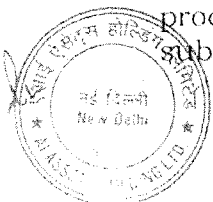
AND

**UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED**, a Company registered under the Companies Act, 1956 (Central Act 1 of 1956), is a Government Company under Section 2(45) of the Companies Act, 2013 (Central Act 18 of 2013), the entire shareholding being held by the Specified Undertaking of the Unit Trust of India, a Statutory Authority under Ministry of Finance, Government of India, having CIN U65991MH1993GOI072051 and PAN AAACU4411C and having its Registered Office at Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai - 400614, (hereinafter referred to as "**UTIITSL/BPA**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assignees) of the "Second Party".

(Both the parties are hereinafter, collectively referred to as "**Parties**" and individually as defined hereinabove and/or as "**Party**")

WHEREAS, AIAHL being the First Party, intends to engage UTIITSL to extend health care services through CGHS empanelled Hospitals for medical treatment / investigations and also reimbursement claims to the AIAHL's Beneficiaries including scrutiny, processing and payment of bills of CGHS empanelled hospitals or other vendors using systems and processes developed by UTIITSL.

AND WHEREAS, the Second Party, UTIITSL/BPA, has agreed to provide a transparent system for acceptance of OPD and IPD referrals, and bill processing including scrutiny, and payment of the Medical Treatment bills, submitted by the empanelled CGHS hospitals, as per guidelines issued by



CGHS from time to time along with the varied rates for executing the work under the established procedures.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

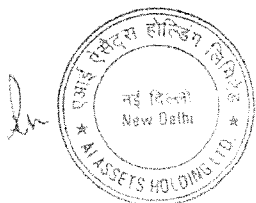
UTIITSL/BPA will provide the facility of Medical Bill processing and payment for AIAHL beneficiaries and empanelled hospitals on pan India basis, wherein UTIITSL shall be engaging its resources for training and guidance and making the Medical Bill processing application/ software solution available to the AIAHL authorized users at all locations under the terms of contract. UTIITSL/BPA shall be providing a web-based software application (online portal) for scrutinizing, processing and payment of medical bills online for AIAHL beneficiaries and empanelled hospitals.

UTIITSL/BPA shall make necessary modifications/ addendum in their software module at no additional cost, if it is necessitated as per functionalities and practices of CGHS Hospitals from time to time, provided that these changes are feasible and necessitated due to policy changes and not due to additional information/commercial requirements from AIAHL and provide a frontend interface within a period mutually agreed by both the parties.

## 1. DEFINITIONS & INTERPRETATIONS:

For the purpose of this MOU, the terms defined herein below shall have the meaning herein specified unless the context otherwise requires;

- (a) **"Memorandum of Understanding (MOU)"** shall mean this MOU and all Schedules, Annexure, Supplements, Appendices and Modifications thereof made in accordance under the terms of this MOU, in writing and as agreed to by both the parties. It shall also include Letter of Intent (LOI), Work Order, Standard Operating Procedure, Notifications of award etc. as may be relevant in this present context.
- (b) **"BPA"** shall mean Bill Processing Agency and UTIITSL is acting as BPA while performing this MOU.
- (c) **"AIAHL Beneficiary"** shall mean eligible permanent Retired/Retiring employees and their spouses of Air India Ltd, AI Engineering Services Limited and AI Airport Services Limited.
- (d) **"Eligible Permanent Retired/Retiring Employees"** shall mean following categories of permanent employees and their spouses:
  - (i) All existing permanent retired employees;
  - (ii) All existing permanent employees who would attain the superannuation age of 58 years on the date of closing of

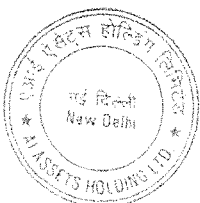


transaction and retire from the privatized Air India, AI Engineering Service Ltd. or AI Airport Services Ltd; and

- (iii) All existing permanent employees who would attain age of 55 years or above or would complete 20 years of continuous service on the date of closing of transaction and retire from the privatized Air India, AI Engineering Service Ltd. or AI Airport Services Ltd.
- (e) **"Coverage"** shall include the type & category of persons eligible as beneficiary of AIAHL to avail health services in pan India as per this MOU as defined in clause 3 of this MOU.
- (f) **"Working Day"** shall mean the day on which CGHS empanelled Hospitals are open for business.
- (g) **"Claim"** shall mean the bills submitted by Hospitals with all necessary supporting documents including required clinical reports/ films/ pouches/ invoices/ price-stickers etc. The physical submission of original hard copies of bills which were electronically uploaded in the system by the empanelled hospitals to the place from where the referral was generated and any other Need More Information (hereinafter referred to as "NMI") of any sort. In case of non-physical or digital mode of claim submission, UTIITSL/BPA shall have no role or responsibility in verification of the soft copy of the claims uploaded in the UTIITSL/BPA portal against the hard copy retained with or submitted by the empanelled Hospitals. UTIITSL/BPA shall consider the medical claims and bills uploaded in the UTIITSL/BPA portal by the empanelled Hospitals as bonafide documents, and shall process the claims and thereafter recommend the amount based on the uploaded soft copy only. Activity of Submission of physical bills by empanelled hospitals is not applicable here, being only bill submission onto and using authorized NHA/CGHS portal by the empanelled hospitals under the scope of this agreement. "Claim" shall also include the reimbursement claims made by the AIAHL Beneficiaries and submitted on UTIITSL IT platform.
- (h) **"Fees"** shall mean the agreed upon payable amount by the empanelled hospitals of CGHS for the services rendered by UTIITSL/BPA from time to time, as calculated on the claimed amount of the bill submitted by the empanelled hospitals. It shall also include the bills submitted by AIAHL Beneficiaries for reimbursement. It doesn't include applicable taxes. This is termed as **"Fees"** or **"Service Fees"** or **"Processing Service Fees"** or **"BPA Service Fees"** in multiple references in this document.



- (i) **“Services”** shall mean the work performed by the UTIITSL/BPA pursuant to this MOU.
- (j) **“Direct admission”** means beneficiaries/patients going to empanelled hospitals and availing procedure/ Health intervention/ Test/ OPD/IPD consultation and/or treatment etc. as per CGHS guidelines for which no referral has been extended/submitted by any CGHS Hospital or empanelled Hospital. These bills may be evaluated by UTIITSL/BPA in absence of referral, as per the prescribed procedure and guidelines of CGHS policy (For example a person aged more than 75 years can visit Hospital directly during emergency and no referral is required).
- (k) **“Software”** means the entire UTIITSL/BPA application software which was demonstrated during the Presentation and/or Demonstration and/or Proof of Concept which shall be deployed by UTIITSL/BPA. The IPR including Proprietary Rights, Copyrights, Patents and any such Rights over the software and its modifications shall always rest with UTIITSL/BPA.
- (l) **“Rates”** (also termed as **Schedule of Charges** or **SOC**) means the rates as per Non-NABH & Non-NABL CGHS Rates for various locations in India notified circulars duly adopted or uploaded on the website of CGHS <https://cghs.gov.in> from time to time. Any change in Rates shall be effective on UTIITSL/BPA module within a maximum of 7 (seven) days from the date mentioned and notified by CGHS. It will include modifications thereof.
- (m) **“Referral”** means a document issued either online/offline for a beneficiary to avail cashless treatment/facilities at the respective empanelled hospitals bearing all relevant details such as line of treatment etc., duly signed by the respective competent designated authority of the respective CGHS Dispensary or Wellness Center.
- (n) **“Empanelled Hospital/ Diagnostic Centre / Pathology Laboratory”** (or just termed as CGHS Empanelled Hospital or AB-PMJAY empanelled interchangeably, and referenced anywhere in this document) means the medical facility or Health Care Organization (HCO) empanelled by CGHS to extend and provide treatment/ facilities/ medical procedure/ Health intervention/ Test/ OPD consultation, IPD treatment or any other medical activity. The empanelment/ extension/ gradation/ registration/ communication to them, all solely coming under the purview of CGHS only. The registration of empanelled hospitals with validity, extension of validity, details of accreditation (NABH/NABL status of empanelment), de-empanelment of hospitals, and classification of hospitals and any other parameters/ criteria for empanelment would be the



sole jurisdiction of CGHS. Any intervention of UTIITSL/BPA in this area shall automatically be invalid.

## **2. OBJECTIVE OF THE MOU:**

To extend support for health services to the beneficiaries of AIAHL for whom, under the terms & condition of "disinvestment of Air India", AIAHL is required to provide the health benefits, through CGHS empanelled hospitals and AB-PMJAY empanelled hospitals on UTIITSL/BPA's IT platform. Eligible retirees in coming years along with their respective spouses will be included over a period of time.

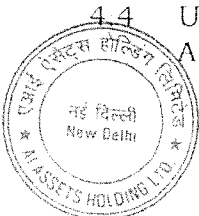
## **3. COVERAGE**

- 3.1 CGHS facilities (OPD/Medicines) would be extended to such beneficiaries, through CGHS Wellness Centres across India. OPD (Referral) treatment and IPD treatment facility to such beneficiaries would be provided by UTIITSL as per this MOU.
- 3.2 For emergency treatment in non-empanelled hospitals, reimbursement would be provided in line with Ayushman CAPF scheme implemented by NHA/M/o Health & Family Welfare.
- 3.3 For beneficiaries who are staying in non CGHS covered cities, the beneficiaries would go to the nearest city where CGHS facilities are available for availing medical benefits
- 3.4 Processing of OP (Outpatient Claims) is not applicable in the present scope of work, but OPD Referrals shall be covered under this MOU.

## **4. ROLES AND RESPONSIBILITIES OF UTIITSL/BPA:**

The UTIITSL/BPA shall be responsible for the following with respect to implementation of this MOU:

- 4.1 UTIITSL/BPA shall provide access to beneficiaries of AIAHL to CGHS empanelled hospitals at CGHS fixed rates. (In case the hospital is empanelled in both AB PMJAY and CGHS, the payment shall be made as per CGHS rates). All the guidelines issued by CGHS from time-to-time along with varied rates for implementing the procedures for different regions would be applicable in this scheme.
- 4.2 UTIITSL/BPA shall provide access to medical bill processing services through CGHS empaneled hospitals to beneficiaries of AIAHL. Based on the mutual agreement of both the parties, access to AB-PMJAY empanelled hospitals at AB-PMJAY package rates may be provided to AIAHL beneficiaries in future.
- 4.3 UTIITSL/BPA shall adhere to the scope, outputs, methodology, completion schedule, inter alia, other terms and conditions laid down in this MOU for rendering the services.
- 4.4 UTIITSL/BPA shall follow the terms and conditions of this MOU with AIAHL for processing and payment of the bills and will implement



changes in the software as indicated by AIAHL within a period mutually agreed by both the parties, provided the changes proposed are feasible and necessitated due to policy changes of CGHS and do not involve additional cost to UTIITSL/BPA.

- 4.5 UTIITSL/BPA shall set up and deploy the application (software) and resources to train the officials of the CGHS/AIAHL empanelled Hospitals / Dispensaries, and representatives of the empanelled hospitals for demonstration, implementation and guidance. UTIITSL/BPA shall also give telephonic, onsite guidance during the initial training period, as and when required.

UTIITSL/BPA shall impart initial training, free-of-cost to officials coming under AIAHL and empanelled hospitals after signing of this MOU. No extra charges will be paid for this initial training. Additional 2 (two) trainings if required shall be imparted as a part of the initial training, preferably through electronic (online/virtual) platforms like MS Teams, Google Meet, Skype, Team Viewer, Video Conference, Videos etc. Any other additional training subsequently required by the empanelled facility would be at a cost to be decided by UTIITSL/BPA to be paid by the empanelled hospitals requiring the training.

- 4.6 UTIITSL/BPA shall facilitate to address the queries for all users of the system i.e. AIAHL, AIAHL Beneficiaries and CGHS empanelled hospitals, only through emails. All queries will be addressed by UTIITSL/BPA promptly by responding through emails. UTIITSL/BPA shall also publish on its webpage, the process flow and the procedures followed, so that the user does not have to constantly interact with UTIITSL/BPA. Personal interaction with officials of UTIITSL/BPA shall be discouraged.

- 4.7 UTIITSL/BPA will provide MANAGEMENT INFORMATION SYSTEM (MIS) services with dashboards along with access to specified users conveyed to BPA in writing. Contents of the MIS, the dashboards shall be as per the requirements of AIAHL from time to time, and shall be specified by the identified Single Point of Contact (SPOC) provided such information is available and displayed as per format already demonstrated. Emails would be sent and besides that the periodic reporting in the prescribed format will be submitted by BPA to AIAHL

- 4.8 UTIITSL/BPA shall make necessary modifications/ addendum in their software module at no additional cost, provided that such changes are feasible and within Scope of Work under this MOU and necessitated only due to policy changes from AIAHL not involving any additional cost to UTIITSL/BPA, for implementation within a period mutually agreed by both the parties with provision of a user-friendly frontend interface.

- 4.9 In case of any mistake in the scrutiny of claims recommendation thereto by UTIITSL/BPA resulting in excess payment to the empanelled hospital, AIAHL reserves the sole right to recover the excess amount from the future bills of the excess paid specific



empanelled hospital and inform UTIITSL/BPA to recover the excess paid/undue amount from the empanelled hospital.

- 4.10 CGHS will enter the details of registration of empanelled hospitals with validity, extension of validity, details of accreditation (status of NABH/NABL), de-empanelment of hospitals, classification of hospitals and other parameters/criteria as specified by AIAHL from time to time through the software provided by UTIITSL/BPA. If physical/non-digital mode is applicable then only after AIAHL verifies the claim on receipt of the physical documents, or otherwise in digital online mode on receipt of any authorized online claim submission, it would be assumed by UTIITSL/BPA that all these factors as mentioned above, are in place and that the empanelled hospital is entitled to receive the claim. Any empanelment / de-empanelment, updation/ status of NABL/NABH or other accreditations shall be in terms of CGHS Policy.
- 4.11 UTIITSL/BPA will ensure that all empanelled hospitals, whose validity has expired, are not reflected in the Online Referral generation template of the system. These will still exist in the payment module till such time that the respective empanelled hospital is revalidated or till completion of billing process or till directed by AIAHL.
- 4.12 The details of the service deliverables with the agreed timelines (TATs) as per enclosed as **ANNEXURE-1** shall form part of this MOU and shall be duly followed by all stakeholders of the system viz. AIAHL authorized users, UTIITSL/BPA and the empanelled hospitals.
- 4.13 Any backlog clearance, with claim dates prior to MOU effective date, as may be suggested and advised by AIAHL shall be taken up for processing by UTIITSL/BPA based on mutual agreement as a special case and shall also form part of this MOU and shall follow the same payment terms as applicable in other cases.
- 4.14 UTIITSL/BPA shall open a separate escrow Bank Account exclusively for crediting the UTIITSL/BPA approved claim amount for making payments to empanelled hospitals and reimbursement to AIAHL beneficiaries.
- 4.15 After the claims are approved by UTIITSL/BPA Medical Validator, the same will be reviewed and verified by the authorized Medical Approver of UTIITSL/BPA for payment. The UTIITSL/BPA approved amount after verification and final sanction UTIITSL/BPA approved amount shall only be credited to the escrow account by AIAHL.

## 5. ROLES AND RESPONSIBILITIES OF AIAHL

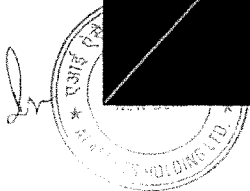
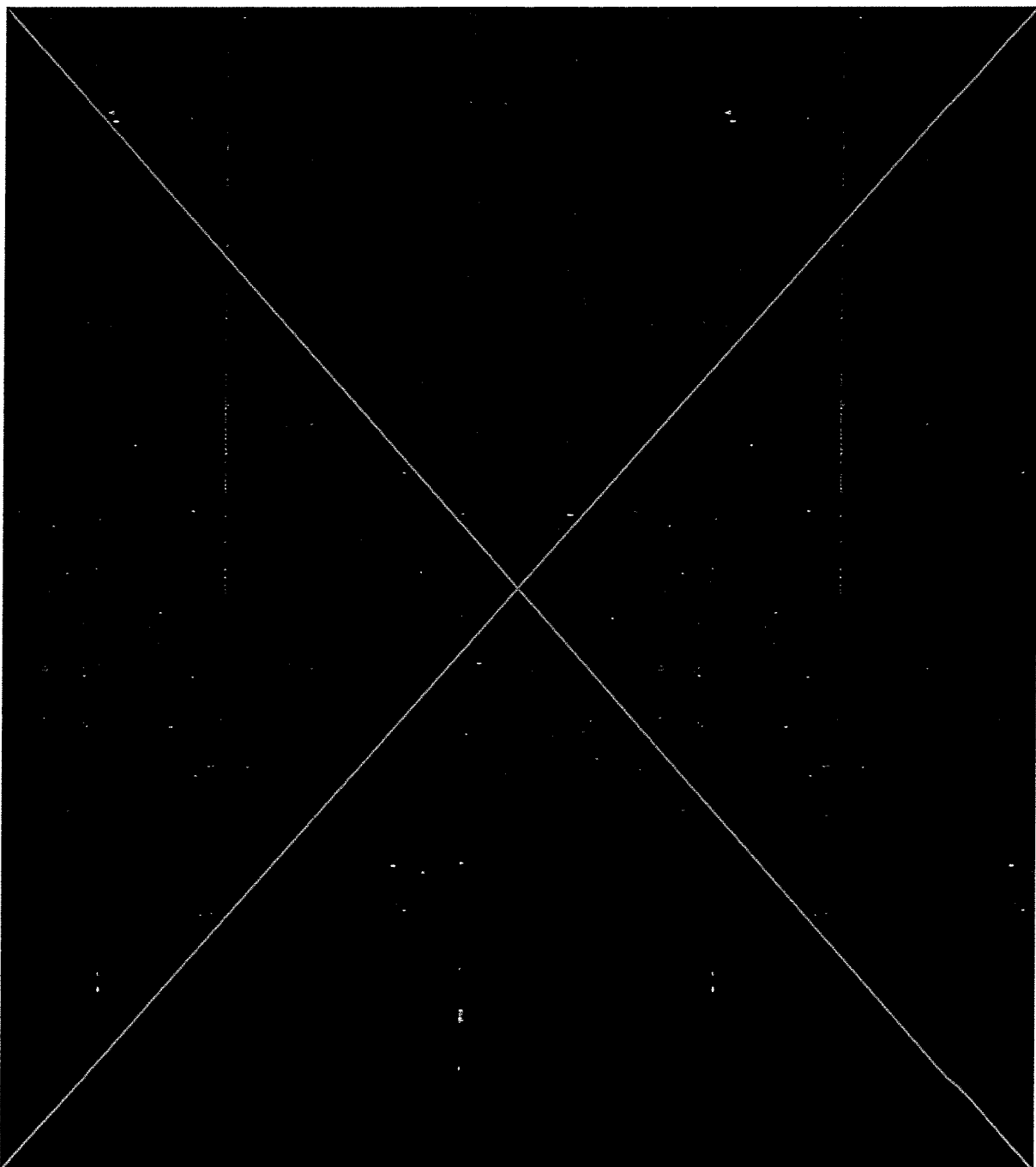
AIAHL shall be responsible for the following:

- 5.1 Agree that the AIAHL beneficiaries get access to CGHS empanelled hospitals at CGHS defined rates and AB-PMJAY empanelled hospitals. In case the hospital is empanelled in both AB-PMJAY and CGHS, the payment shall be made as per CGHS rates.



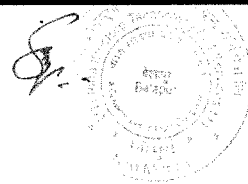
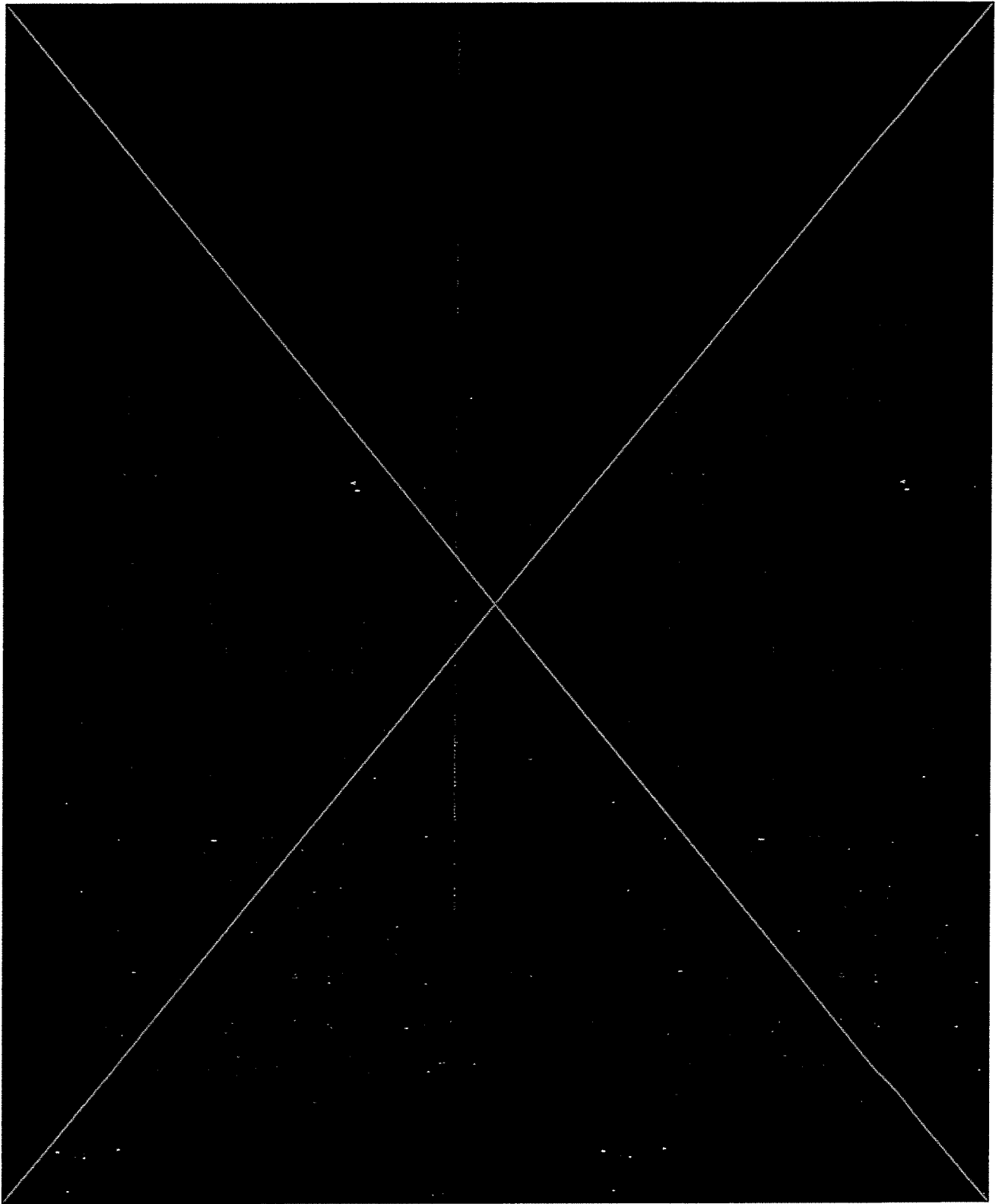
- 5.2 Agree that in CGHS empanelled hospitals the same process for treatment of beneficiaries will be adopted as that is being used for CGHS beneficiaries and in AB-PMJAY empanelled hospitals the same process for treatment of beneficiaries will be adopted as that is being used for AB-PMJAY beneficiaries. In case of any additional non-medical facilities to be provided to beneficiaries, additional payment for the same shall be concurred and paid by AIAHL.
- 5.3 AIAHL may put a system in place for scrutiny of rejected claims, arbitration, and grievance management.

**6. PROCESSING FEES:**



*[Handwritten signature]*





## **7. PERIOD OF MOU:**

7.1 The MOU between both the parties shall remain valid for an initial period of 1 (One) year from the date of applicability / commencement of this MOU i.e., **from 01<sup>st</sup> January 2023 to 31<sup>st</sup> December 2023**. This period may further be extended based on the performance and mutual consent of the parties on yearly basis on the same terms and conditions or modified terms and conditions as agreed upon mutually by both the parties. The tenure of MOU as mentioned herein above is also based on the satisfactory performance by UTIITSL/BPA, during the period of MOU. If either party decides to further extend the contract period further then such request should be made to the other party one month prior to the expiry of this MOU.

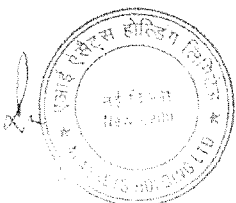
7.2 In case the MOU is not extended beyond 31<sup>st</sup> December 2023, or later to any different expiry date after any subsequent renewal, UTIITSL/BPA shall commence with all necessary steps to bring the services to a closure, in a prompt and orderly manner prior to 45 days of the day the MOU ends. In such a scenario, UTIITSL BPA portal shall be available for uploading of claims only upto 15<sup>th</sup> December 2023 in the present case or upto a date prior to 15 days of expiry of the contract in case of any renewed contract. UTIITSL/BPA will handover all archived bill transactions to AIAHL. AIAHL shall takeover such data in the hard-disk to be provided by them, duly signed-off using permanent ink with mention of date & time, by authorized handing-over and taking-over authorities of either parties. However, in the event of timely renewal of the contract, the closure formalities shall not be taken up and regular processing shall revive and only follow as per terms of the contract.

7.3 If the services of UTIITSL/BPA are not found satisfactory at any point of time during the MOU period, AIAHL will issue show-cause notice to UTIITSL/BPA for improvement of services/rectification of defects. UTIITSL/BPA should respond within 15 days from the date of receipt of the show-cause notice with detailed action plan for improving services and/or rectification measures. If the improvement and/or rectification does not take place and/or if the services are not improved and/or rectified to the satisfaction of AIAHL within 30 days from the date of receipt of the Reply to the show-cause notice, then the MOU with UTIITSL/BPA is liable to be terminated with One month's notice.

### **7.4 The MOU may be terminated by-**

7.4.1 Either party by giving 3 (three) months prior notice in writing without assigning any reason.

7.4.2 By AIAHL immediately, by giving reasons in writing, supported by documentary evidences, if UTIITSL/BPA has been found to



be engaged in fraudulent practices during the tenure of this MOU.

- 7.5 Upon termination of this MOU, UTIITSL/BPA shall take all necessary steps to bring the services to a close, in a prompt and orderly manner within reasonable timeframe. UTIITSL/BPA will hand-over all archived bill transactions to AIAHL. AIAHL shall takeover such data in the hard-disk to be provided by AIAHL, duly signed-off using permanent ink with mention of date & time, by authorized handing-over and taking-over authorities. In case AIAHL does not take the data then UTIITSL/BPA shall have no responsibility on preservation of such data after a period of 18 (eighteen) months from the date of termination of MOU or expiry of the timeline of MOU.
- 7.6 In the event, AIAHL terminates the MOU in whole or in part, pursuant to conditions of MOU's clause 7.4.2 above, AIAHL may procure, upon such terms and in such manner as it deems appropriate, similar services for the undelivered assignments and UTIITSL/BPA shall be liable to AIAHL for the cost for such remaining similar services upto the rate/ cost paid to UTIITSL/BPA under this MOU for a maximum period of six months as pass through, provided the reasons giving in writing is substantiated with documentary evidences. However, UTIITSL/BPA shall continue with the performance of the MOU to the extent which is not terminated under the MOU, and UTIITSL/BPA shall have no claim to compensate to any loss that UTIITSL/BPA may incur on account of the action of AIAHL.

## **8. FORCE MAJEURE:**

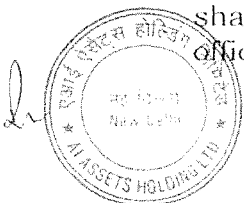
- 8.1 Force majeure shall be applicable to both the parties. However, the same shall not prevent AIAHL from making payment to UTIITSL/BPA for the assignment which has been carried out by UTIITSL/BPA. UTIITSL/BPA shall not be liable for termination for default, if and to the extent that, its delay in performance or failure to perform its obligations under this MOU is the result of an event of Force Majeure. However, if such a situation continues for more than One month, UTIITSL/BPA shall promptly notify AIAHL in writing, of such conditions and the cause thereof and shall continue to perform its obligations as far as reasonably possible under this MOU.
- 8.2 For purpose of this clause, "Force Majeure" means an event beyond the reasonable control of UTIITSL/BPA and not involving UTIITSL/BPA's willful fault or negligence and that is not brought about at the instance of UTIITSL/BPA and claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include but are not limited to, acts of God, the Government Notifications, guidelines, Court orders, Pandemic, scarcity of skilled resources due to unforeseen circumstances, AIAHL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, pandemic, epidemics, quarantine restrictions, etc.



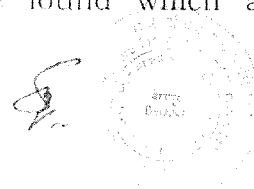
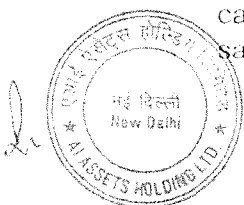
- 8.3 Notwithstanding anything contained herein, failure on the part of UTIITSL/BPA under the MOU to implement any disaster contingency planning for backup, data safeguard planning against the acts of natural disaster, fire etc. shall not be considered under Force Majeure.
- 8.4 The failure of services taken by UTIITSL/BPA from third parties like manpower resource, electricity, networking, connectivity, hardware maintenance, AMCs, etc., would not come under Force Majeure.

**9. Bill processing application (UTIITSL System), Database and MIS Reports:**

- 9.1 UTIITSL/BPA website for AIAHL bill processing will be hosted on UTIITSL/BPA specified data center servers in a protected environment which would be decided by UTIITSL/BPA and informed to AIAHL, duly certified for web security by appropriate authority, as per acceptable industry standard mutually agreed by both the parties without any financial liability to AIAHL.
- 9.2 To the extent possible, a comprehensive secure system design will be used as the bill processing software, not below the standard of already running software as demonstrated.
- 9.3 UTIITSL/BPA will ensure that application for AIAHL bill processing is able to auto-check the rate for the procedure of the treatment as and when entered by CGHS. Uploading and accuracy of rates or Schedule of Charges (SOC) and any further updation or any changes whatsoever in rates shall not be the responsibility of AIAHL. UTIITSL/BPA shall not be responsible for any wrong processing arising out of uploading of incorrect (empanelled) hospital rates in the system. Further, any day-care procedure having different rates also needs to be uploaded into the system and any changes in rates shall also be uploaded timely.
- 9.4 UTIITSL/BPA will ensure a good server response at all times to all its concerned users for speedy processing of online bills on AIAHL online billing web application depending upon the connectivity through third party service providers.
- 9.5 UTIITSL/BPA will provide AIAHL with MANAGEMENT INFORMATION SYSTEM (MIS) services with dashboard in the system, with access to specified users conveyed to UTIITSL/BPA in writing. Contents of the MIS, the dashboards shall be as per the requirements of AIAHL and shall be specified by the identified SPOC, provided such information is available with BPA and displayed as per format already demonstrated. The identified officers at AIAHL headquarters/ respective locations shall have access to such reports on real-time basis. The list of such officers shall be provided by AIAHL from time to time.



- 9.6 UTIITSL/BPA shall use standard and duly certified software preferably in open source technology atleast not below the standards as already shown during the demonstration. The hosting would be in an environment capable of stopping intrusion/attacks by virus thereby any financial loss or loss of data as already demonstrated during Proof of Concept. Proper backup/recovery process will be implemented to ensure no loss of data due to Force Majeure condition as already demonstrated. In case of proven willful negligence by UTIITSL/BPA a penalty upto 10% of the service fees payable to UTIITSL/BPA for the relevant claim/document would be levied by AIAHL after issuing a Show-Cause Notice and seeking explanation. The decision of AIAHL would be binding subject to the explanation given by UTIITSL/BPA.
- 9.7 UTIITSL/BPA, in addition to maintaining data in their server or any other medium, shall on demand provide a backup copy in soft format free-of-cost to the Competent Authority of the respective office of AIAHL in appropriate storage device to be provided by AIAHL at monthly intervals. This storage device shall be provided to UTIITSL/BPA by Competent Authority of respective locations of AIAHL.
- 9.8 UTIITSL/BPA shall also train Officers and staff concerned to AIAHL on indexing and file directory structure of stored data at first time when such data is handed over.
- 9.9 UTIITSL/BPA will maintain backup of all data on daily basis and maintain the same for a period of 18 (eighteen) months when it is handed over to AIAHL as per clause 9.7 above. The backup must be stored by UTIITSL/BPA, at two locations to avoid loss of data and redundancy in any form. This data, if required, will be made available to the delegated officers of AIAHL on demand periodically as per period stipulated above. AIAHL is entitled to demand all data within the storage period free-of-cost, from UTIITSL/BPA on appropriate storage devices to be provided by AIAHL.
- 9.10 UTIITSL/BPA shall provide AIAHL the backup data, within 60 days from termination of the MOU, on appropriate storage devices provided by AIAHL for the final storage at AIAHL premises, provided UTIITSL/BPA intimates the size and specification of the required storage hard-disk to AIAHL 30 (thirty) days before the termination of MOU.
- 9.11 UTIITSL/BPA will make provisions for AIAHL to view and use process audit trails for all transactions done through the system so that the entire processing is known to AIAHL at all points of time, encouraging transparency in BPA system.
- 9.12 AIAHL reserves the right to review the audit done by UTIITSL/BPA in case any discrepancies of irregularity are found which are not satisfactorily explained by UTIITSL/BPA.



9.13 UTIITSL/BPA will not use or share any confidential information/data logistics of AIAHL or the empanelled hospital except for the purpose of fulfilling the obligation under this MOU or for furthering the Government schemes like PAN, NPS etc. The UTIITSL/BPA may only provide confidential Information under the following circumstances:-

9.13.1 With prior written consent of AIAHL.

9.13.2 If and to the extent that UTIITSL/BPA is compelled legally to disclose the Confidential Information and in any such case, AIAHL shall be duly informed of the same by UTIITSL/BPA.

9.13.3 UTIITSL/BPA having in its possession or control any secret official code or password or any plan, mode, article, note, document or information which falls within the purview of privileged information or confidential information belonging to AIAHL, UTIITSL/BPA shall not part with any part of such information to anyone under any circumstances whatsoever, except with the prior consent and approval of AIAHL.

9.13.4 In the event of RTI, the information will be passed by UTIITSL/BPA to AIAHL for onward transmission.

#### 10. GENERAL:

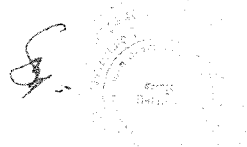
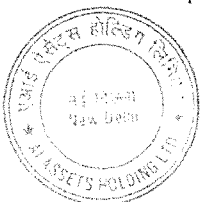
10.1 Nothing contained under this MOU shall be construed as establishing of any relationship of the Principal and the Agent between AIAHL and UTIITSL/BPA.

10.2 UTIITSL/BPA shall not represent itself as an Agent of AIAHL except to the extent of the duties or services provided under this MOU.

10.3 AIAHL will not be responsible in any way for UTIITSL/BPA and its employees for any accident/ injury/ damage sustained or suffered by them for any work execution conducted by and on behalf of UTIITSL/BPA or in the course of doing any work under this MOU or otherwise.

10.4 UTIITSL/BPA shall notify AIAHL on any material changes in the status/shareholding especially when such a change would have impact on the performance or execution of this MOU.

10.5 UTIITSL/BPA shall not claim any additional charges for postage, courier, conveyance, TA/DA and any other expenses under any head beyond those contained in the MOU till such time it is within the scope of this MOU.



- 10.6 UTITSL/BPA shall not interact with the empanelled hospitals during the period of the MOU, in any way except that outlined under this MOU.
- 10.7 UTITSL/BPA shall set up and deploy the application (software) and resources to train the officials of Hospitals of AIAHL and representatives of the empanelled hospitals, for demonstration, implementation and guidance. UTITSL/BPA shall also give telephonic or onsite guidance during the initial period, as and when required.
- 10.8 Representatives/team from AIAHL will be in its authority to regularly visit atleast once in a month, under prior intimation, to the premises of UTITSL/BPA to inspect the processes and to resolve queries received during the term of the MOU.
- 10.9 Without prejudice to any express provision contained in this MOU, each Party acknowledges that prior to the execution of this MOU, it has after a complete and careful examination made an independent evaluation of all aspects of the project and the information provided, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced in the course of performance of its obligations hereunder.

## **11. Dispute Resolution:**

- 11.1 In the event of any dispute or difference arising out of this MOU and/or in relation to the interpretation and implementation hereof, the same shall be resolved initially by mutual discussion and conciliation.
- 11.2 Any Dispute which is not resolved amicably as provided in clause 11.1 shall finally be settled by referring it to the following Intermediaries in two tier systems:

Stage One: A person nominated by AIAHL and A person nominated by UTITSL/BPA at ground level;

Failing Above,

Stage Two: A Senior person/s jointly nominated by AIAHL and UTITSL/BPA.

The decision of such Intermediaries /Committee shall be final and binding upon both the parties.

- 11.3 In the event of any dispute or difference relating to the interpretation and application of the provisions of this MOU which are not resolved amicably, such dispute or difference shall be referred by either party for resolution through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as mentioned in the GOI notification dated 20/02/2020 bearing reference number DPE-GM-05/0003/2019-FTS-



10937 issued by Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India, as made applicable for Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government – Departments/ Organization(s).

- 11.4 The place of arbitration shall be at New Delhi, where AIAHL has its corporate office.
- 11.5 The fees and expenses and all sundry expenses connected with proceedings of Dispute Resolution shall be borne and paid by the respective parties. For the common expenses, the fees of common legal experts and expenses will be borne equally by both the parties.
- 11.6 Pending the decision of dispute between the parties, both parties shall continue to perform their respective obligations under the MOU without prejudice to a final adjustment of accounts in accordance with such final award.
- 11.7 UTIITSL/BPA shall be responsible for compliance/ responsibility under all current labour laws, IT laws, statutory requirements including RTI compliance pertaining to its employees and establishments.

## **12. ADDRESS FOR CORRESPONDENCE/ NOTICES:**

Unless otherwise intimated, notices to be given under the MOU including but not limited to a notice of waiver of any term, breach of any term of this MOU and termination of this MOU, renewal of this MOU, shall be in writing and shall be given as per the notice period as stated above and be served by hand-delivery, recognized international courier, mail, registered post, and delivered or transmitted to the Parties at their respective addresses set forth below:-

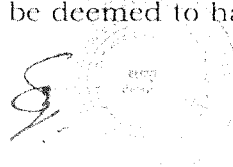
### **12.1 AIAHL:**

AI Assets Holding Limited  
2nd Floor, Air India Reservation Building,  
Safdarjung Airport, New Delhi -110003

### **12.2 UTIITSL/BPA:**

Head - Medical Bill Processing Division  
UTI Infrastructure Technology And Services Limited  
Plot No. 3, Sector-11, CBD Belapur,  
Navi Mumbai - 400614  
Tel. No. 022- 67931285

On such address and contact number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made





or delivered in case of any communication made by letter, when delivered by hand by recognized international courier or by mail (registered, return receipt requested) at that address.

**13. AMENDMENTS & ADDENDUM:**

This MOU and the schedules/ Annexure together constitute a complete and exclusive understanding of the terms of the MOU between the Parties on the subject hereof and no amendment or modification or Addendum hereto shall be valid and effective unless agreed to by and between all the Parties hereto and reduced in writing and signed by both parties.

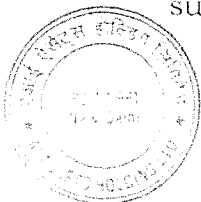
The Parties with mutual consent may also vary or amend the provisions of this MOU including its Annexure /Schedule by way of addendum or exchange of letters which shall always form an integral part of this MOU.

**14. WAIVER:**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligation under this MOU (i) shall not operate or be construed as a waiver of any other or subsequent default thereof or of other provisions or obligations under this MOU, (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and (iii) shall not affect the validity or enforceability of this MOU in any manner. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this MOU or any obligation hereunder, nor the time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provision of this MOU.

**15. SEVERABILITY:**

If for any reason whatsoever any provision of this MOU becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable; the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable, provided failure to agree upon any such provisions shall not be subject to dispute resolution under this MOU or otherwise.

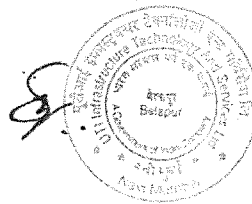


**16. LANGUAGE:**


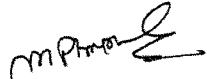




All notices required to be given under this MOU and all communications, documentation and proceedings which are in any way relevant to this MOU, shall be in writing and in English/ Hindi language.

**17. COUNTERPARTS:**

This MOU if executed in two or more counterparts, each of which when executed and delivered, shall constitute an original of this MOU but shall together constitute one and only the MOU.



In WITNESSES WHEREOF, the parties have caused this MOU to be signed and executed on the day, month and the year as first above mentioned.

<p>Authorized Signatory</p> <p><b>CFO, AI Assets Holding Limited</b> Acting for and on behalf of and authorized by the order and direction of AIAHL</p>	<p>Signed by</p> <p> राजीव कपूर / RAJIV KAPOOR मुख्य वित्तीय अधिकारी / Chief Financial Officer For AI ASSETS HOLDING LTD.</p>
<p>In the presence of (Witnesses)</p> <p>1. Name : <u>VIKRAM PIMPRIKAR.</u> Designation : <u>DT. CFO</u> Address : AIAHL, _____</p> <p>2. Name : <u>TALHA HASHMI</u> Designation : <u>Manager (ITR)</u> Address : AIAHL, _____</p>	<p> </p>
<p>Authorized Signatory</p> <p><b>Head - Medical Bill Processing Division</b> For and on behalf of <b>UTI Infrastructure Technology And Services Limited</b> duly authorized vide Board Resolution No. 12 of 120th Board Meeting dated 18/10/2019 &amp; 19/10/2019.</p>	<p>Signed by</p> <p> <b>Mr. SANJEEV TOMAR</b> <b>Senior Vice President</b> <b>&amp; Head - Medical Bill Processing Division, UTITSL</b></p>
<p>In the presence of (Witnesses)</p> <p>3. Name : <u>Moushumi Khot</u> Designation : <u>DVP</u> Address : UTITSL, Belapur, Navi Mumbai</p> <p>4. Name : <u>Ashalatha Kothan</u> Designation : <u>Sr. Manager</u> Address : UTITSL, Belapur, Navi Mumbai</p>	<p> </p>

"ANNEXURE-1"

