

## DRAFT-I

(for those who are willing to provide credit facilities)

### **MEMORANDUM OF UNDERSTANDING**

This Memorandum Of Understanding (MOU) is made at Delhi, this.....day of ....., 2018 between the Central Pollution Control Board, a statutory body/organization created under the Water (Prevention and Control of Pollution) Act, 1974 having its Head Office at Parivesh Bhawan, East Arjun Nagar, Delhi – 110032 through its Member Secretary/Officer duly authorized by the Board vide Resolution, dated ..... in this behalf. Hereafter referred to as 'Board' which expression shall mean and include its successor, administrator, executor and assignee of the FIRST PART.

AND

The (name of the Hospital) having its office at (address of the Hospital) duly incorporated under the Companies Act/Society Registration Act through its Managing Director/Director/Proprietor/Partner/Assignee duly authorized in this behalf. Herein referred to as 'Hospital' which expression shall mean and include its successor, administrator, executor and assignee of the SECOND PART.

AND Whereas, the Board is desirous of availing all the medical facilities/treatment for its employees and their dependents which are available in the hospital in accordance with Central Services, (Medical Attendance) Rules 1944 as amended upto date.

AND WHEREAS, *the* (name of the Hospital) is ready and willing to provide all the medical services for or the following treatment (Outdoor and Indoor) to the said employees and their dependants as agreed by and between them and appearing herein below:-

(name of the treatment to be provided by the hospitals)  
(Strike which ever is not relevant).

1. The (name of the Hospital), after the treatment of the Board's employees or their dependants, shall submit bill duly certified as per Central Services (Medical Attendance) Rule, 1944 as amended upto date, of the expenses/expenditure incurred in connection with treatment (Hospitalization or otherwise) for payment, directly to the Board.
2. The Board after having received the said bills shall process the same and make the payment of this bill to the hospital.
3. The hospital authorities shall allow/entertain the employees of the Central Pollution Control Board and his/her family members for getting treatment on production of photo identity card or authorization letter by the Central Pollution Control Board.

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4. The hospital authorities shall admit or attend the patient immediately on his reporting for any kind of treatment without insisting for the deposit of money from the patient at that point of time.
5. The hospital authorities will extend credit facilities to avail indoor/outdoor patient treatment.
6. The payment will be released on submission of bills in duplicate directly to the Central Pollution Control Board or through the patient/his attendant within a period of thirty days.
7. The hospital is to provide the indoor medical facilities as applicable to the Central Government employees as per Central Services (Medical Attendance) Rules, 1944/Central Government Health Scheme, Rules.
8. The hospital will also provide 'Ambulance' during any emergency for free pickup of the patient from their residence.
9. The hospital will also provide the packaged deal approved by the Central Government in respect of the hospital in order to avail treatment.
10. The hospital will also provide facilities for general checkup at the age of 45 years and above annually.
11. The charges will be as per CS(MA) Rules, 1944 and as revised by the Government from time to time.
12. The Memorandum of Understanding shall be valid upto **31.12.2018** and may be extended on mutually agreed by both the parties.
13. In case any dispute arises between the Board and the Hospital, the decision of Chairman of the Central Board shall be deemed just, proper and final and shall be binding on both the parties. The decision of the Chairman shall not be challenged in any Court of Law.
14. If at any time during the currency of this MoU, it is discovered/found that the services of the hospital are not satisfactory in the discretion of the Board, the MoU shall be terminated by the Board without giving any notice or without assigning any reasons thereof.

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In witness whereof this MoU is signed and sealed by the Board and the (name \_\_\_\_\_ of the \_\_\_\_\_ Hospital) on the date mentioned hereinabove in the presence of the following witnesses:

Central Pollution Control Board

Witnesses

1. ....

2. ....

(Name of the Hospital)

## DRAFT-II

(for those who are willing to provide treatment on payment basis)

### MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (MOU) is made at Delhi, this.....day of ....., 2018 between the Central Pollution Control Board, a statutory body/organization created under the Water (Prevention and Control of Pollution) Act, 1974 having its Head Office at Parivesh Bhawan, East Arjun Nagar, Delhi – 110032 through its Member Secretary/Officer duly authorized by the Board vide Resolution, dated ..... in this behalf. Hereafter referred to as 'Board' which expression shall mean and include its successor, administrator, executor and assignee of the FIRST PART.

AND

The (name of the Hospital) having its office at (address of the Hospital) duly incorporated under the Companies Act/Society Registration Act through its Managing Director/Director/Proprietor/Partner/Assignee duly authorized in this behalf. Herein referred to as 'Hospital' which expression shall mean and include its successor, administrator, executor and assignee of the SECOND PART.

AND Whereas, the Board is desirous of availing all the medical facilities/treatment for its employees and their dependents which are available in the hospital in accordance with Central Services, (Medical Attendance) Rules 1944 as amended upto date.

AND WHEREAS, *the* (name of the Hospital) is ready and willing to provide all the medical services for or the following treatment (Outdoor and Indoor) to the said employees and their dependents as agreed by and between them and appearing herein below:-

(name of the treatment to be provided by the hospitals)  
(Strike which ever is not relevant).

1. The hospital authorities shall allow/entertain the employees of the Central Pollution Control Board and his/her family members for getting treatment on production of photo identity card or authorization letter by the Central Pollution Control Board.
2. The hospital authorities shall admit or attend the patient immediately on his reporting for any kind of treatment without insisting for the deposit of money from the patient at that point of time. However, if necessary, the Hospital Authority may submit an estimate for the treatment of the concerned indoor patient to Central Pollution Control Board directly or through the attendant of the patient for releasing the advance payment by way of cross cheque in favour of the Hospital.

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3. The hospital is to provide the indoor medical facilities as applicable to the Central Government employees as per Central Services (Medical Attendance) Rules, 1944/Central Government Health Scheme, Rules.
4. The hospital will also provide 'Ambulance' during any emergency for free pickup of the patient from their residence.
5. The hospital will also provide the packaged deal approved by the Central Government in respect of the hospital in order to avail treatment.
6. The hospital will also provide facilities for general checkup at the age of 45 years and above annually.
7. The charges will be as per CS(MA) Rules, 1944 and as revised by the Government from time to time.
8. The Memorandum of Understanding shall be valid upto **31.12.2018** and may be extended on mutually agreed by both the parties.
9. In case any dispute arises between the Board and the Hospital, the decision of Chairman of the Central Board shall be deemed just, proper and final and shall be binding on both the parties. The decision of the Chairman shall not be challenged in any Court of Law.
10. If at any time during the currency of this MoU, it is discovered/found that the services of the hospital are not satisfactory in the discretion of the Board, the MoU shall be terminated by the Board without giving any notice or without assigning any reasons thereof.

In witness whereof this MoU is signed and sealed by the Board and the (name of the Hospital) on the date mentioned hereinabove in the presence of the following witnesses:

Central Pollution Control Board

Witnesses

1. ....

2. ....

(Name of the Hospital)