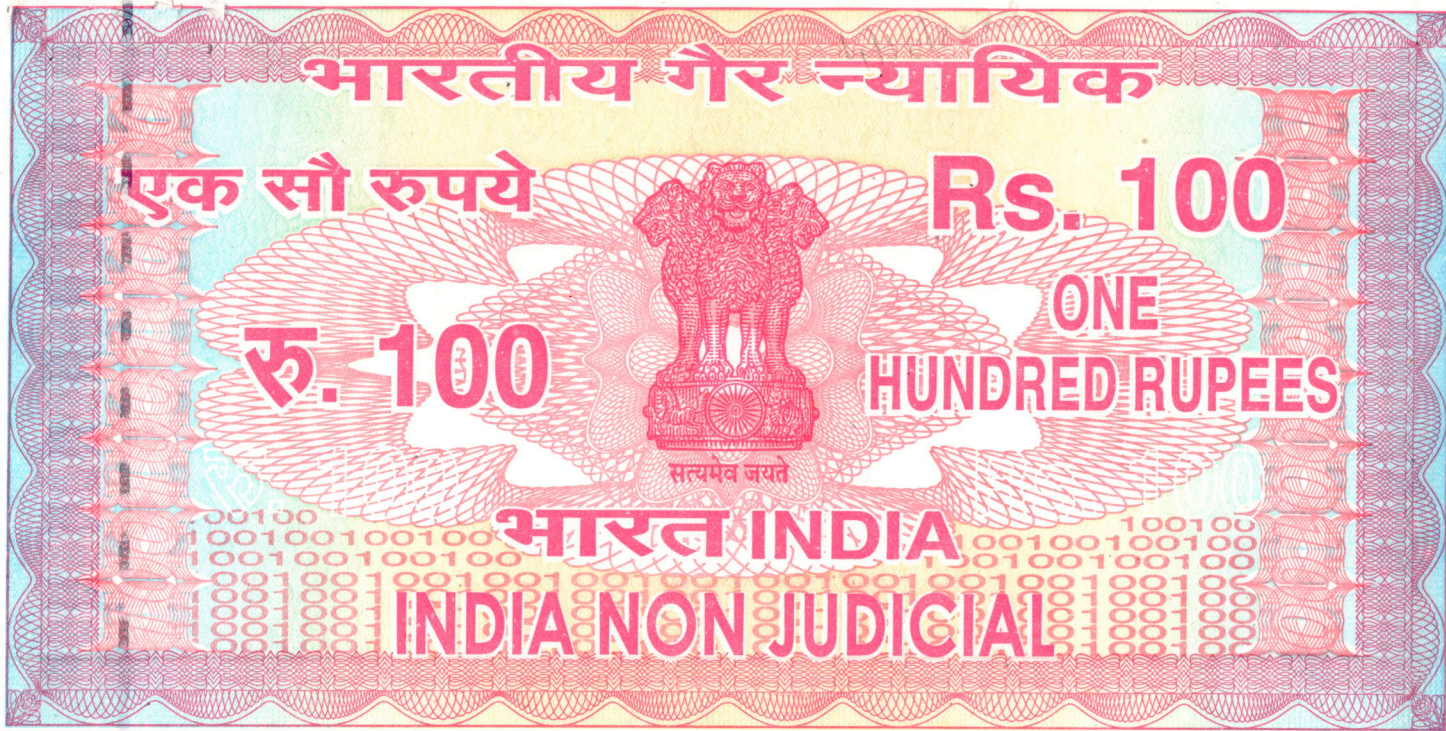




കേരളം KERALA

EB 826256

MoU for Private Healthcare Institutions

This MoU of affiliation on the joint venture of 'segregation, collection, transportation, treatment and disposal of Biomedical Waste' entered into on this Friday the 29th day of September 2023 by and between **IMAGE (Indian Medical Association Goes Eco-friendly)** an organization formed under Indian Medical Association Kerala State Branch specifically to manage the Biomedical Waste collection, treatment and disposal programs, represented by its Honorary Secretary as empowered under its Rules & Regulations; (hereinafter called **Party No.1** which includes his successors in administration) with its communication address IMAGE Administrative Office, IMA State Head Quarters, Chackai, Anayara Post, Thiruvananthapuram - 695029.

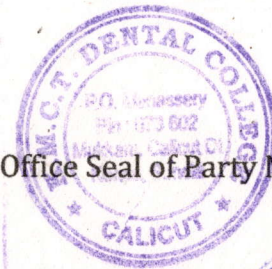
AND

KMCT Dental College, Dr.Ayisha Nazreen, Director, Block No. 2 And 3, KMCT Medical College Campus, Mukkam, Manassery, Kozhikkode - 673602 (Party No.2) affiliated in January 2022 [Affiliation No.KKD.1808] as on date for the Biomedical waste(hereinafter called Party No. 2 which includes their legal representatives, successors and persons claiming under him/her/them)

Office Seal of Party No. 01



Office Seal of Party No. 02



No. 25549 KERALA Rs. 100 Kozhikkode Thazhakode

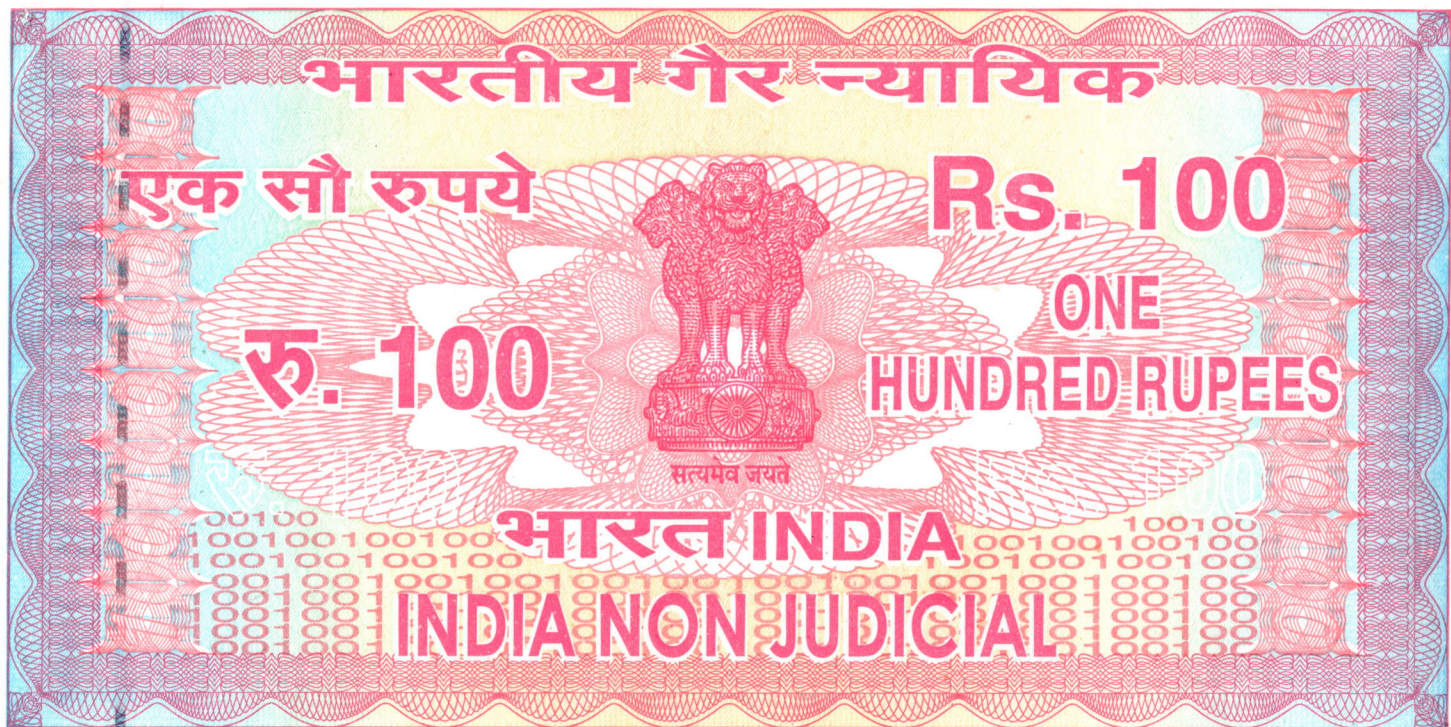
NAME: Dr. Ayisha Nazreen Director, KMCT Group

DATE: 26/9/2023

S.R.O. VENDER, MUKKAM (AG)

SINDHU. K

of Institution



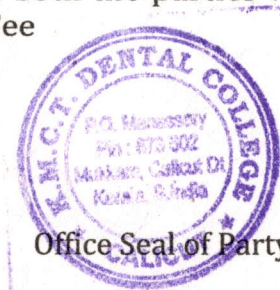
WHEREAS **Party No.1** herein is managing a Common Biomedical Waste Treatment & Disposal Facility (IMAGE - CBWTF) with the available modern scientific devices and methods, in accordance with the *Biomedical Waste Management Rules, 2016 (amended till date)* at Manthuruthy, Kanjikode West. P.O., Pudukkottai West, Palakkad District and with the approval of Kerala State Pollution Control Board and is presently engaged in the collection, transportation, treatment and disposal of Biomedical Waste generated in the various affiliated Healthcare Institutions in the State of Kerala.

WHEREAS **Party No.2** is desirous of getting affiliated to the **Party No.1** and whereas **Party No.1** having offered to facilitate all legally possible help to discharge the responsibility and liability of **Party No. 2** [in disposing-off their Biomedical waste generated] towards the pollution control measures in the subject matter on getting affiliated with **Party No.1**, on the following terms and conditions; this MoU of Affiliation witnesseth as follows: -

1. **Party No. 2** understands the Origin, Motive, Purpose, Formulation, Function, Terms & Conditions in respect of **Party No.1**
2. The affiliation between **Party No.1** and **Party No.2** is only for **One Year** [29th September 2023 to 28th September 2024] from the date of the MoU; which has to be renewed every year in writing on mutual consent of both the parties without payment of any further Fee apart from the Initial Affiliation Fee



Office Seal of Party No. 01



Office Seal of Party No. 02



No. 25548 KERALA Rs. 100 Kozhikode Thazhakoda

NAME: Dr. Ayisha Nazreen Director, K.M.C.T. Group of Institution
DATE: 26/9/2023

S.R.O. VENDER MUKKAM (AG)
SINDHU. K

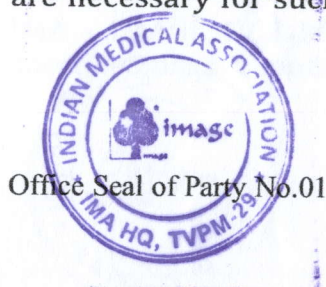
3. **Party No.2** has paid to **Party No.1** an amount of Rs.90,000/- (Rupees Ninety Thousand Only) as one-time affiliation fee for 30 Dental Chairs [60 units] in favour of IMAGE, payable at Thiruvananthapuram and **Party No.1** acknowledges the receipt of the same; and hereunto relieve the **Party No.2** from the responsibility of managing the biomedical waste by affiliating thorough the Common Biomedical Waste Treatment & Disposal Facility of **Party No. 1** (IMAGE - CBWTF), excluding the responsibility of collection of the segregated biomedical waste in the barcoded colour-coded bags, internal transportation, temporary storage of biomedical waste within the premises and handing over of the barcode scanned biomedical waste by **Party No.2** as per the clause 4 [sub clauses (a) to (t) (20 Nos)] of the Biomedical Waste Management Rules, 2016 and related clauses in the amendments of the said rules till date.

Party No.1 hereby undertakes: -

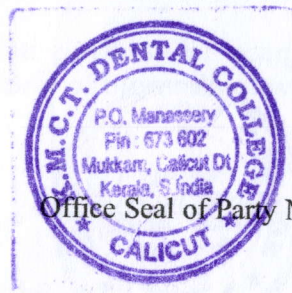
4. To collect and transport the barcode scanned biomedical waste from the storage point of **Party No. 2**, once in all days or on mutual agreed days except on force majeure [i.e. on the occasions of natural calamities, wars, riots, epidemics, hartal, breakdown of vehicles/machinery] or by the operation of law which are beyond the control of the **Party No.1**
5. To take up the responsibility and liability of **Party No. 2** in the subject matter of disposal of biomedical waste towards the pollution control & environmental protection purposes and regulations of the statutory authorities.
6. To provide necessary training to the designated persons of the **Party No. 2** in the subject of segregation, collection, internal transportation, barcode scanning and temporary storage of biomedical waste for facilitating the scientific treatment & disposal of this waste. **Party No. 2** shall facilitate the human resource as well as the infrastructure for this training process.

Party No.2 hereby undertakes, agrees and understands: -

7. To collect the segregated the biomedical waste at the point of generation within the healthcare institution, in the prescribed colour coded barcoded bags & containers [procured from the authorized dealers] in accordance with "Schedule - I [Part 1] of the *"Biomedical Waste Management Rules 2016"*, labelling it with the prescribed information, scan the barcodes on the waste-filled bags & containers using the designated software application to mark it as ready for collection and temporarily store it in the common storage point; from where it has to be lifted by the **Party No.1** for onward transportation to its Common Biomedical Waste Treatment Facility (IMAGE - CBWTF). The **Party No.2** shall obtain the legal sanctions from the Kerala State Pollution Control Board which are necessary for such purposes.



Office Seal of Party No.01



Office Seal of Party No.02

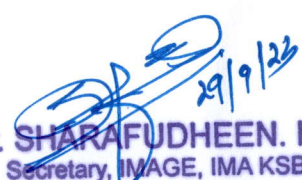
Managing Committee of Party No. 1, it can file an appeal before the appellate body i.e. State Working Committee of Indian Medical Association, Kerala State Branch through its State President or State Secretary.

39. The parties hereby undertake to perform their respective parts in the MoU fully and faithfully and in case of dispute arising between the parties, the matter shall be settled as per the Arbitration and Conciliation Act 1996 (amended in 2015 & 2019) or any modification or re-enactments there-to and relevant laws and regulations in force at that time in India. The legal proceedings in the subject matter shall be subject to the jurisdiction of Courts at Thiruvananthapuram where the administrative office of the **Party No. 1** is situated.
40. Either party shall terminate this MoU with 30 days prior notice under proper acknowledgement.

Agreeing upon the above terms, conditions and stipulations, both parties have set forth their respective hands before the under mentioned witnesses.

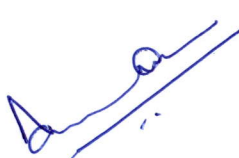
Party No.1: Name & Signature:

Dr. Sharafudheen. K.P.,
Hony. Secretary, IMAGE
IMAGE Administrative Office,
IMA State Headquarters,
Anayara P.O, Thiruvananthapuram – 695029


Dr. SHARAFUDHEEN. K.P
Secretary, IMAGE, IMA KSB
IMA State Headquarters
Anayara P.O, Thiruvananthapuram-695029
Ph: 0471-2741188; 2742211

Party No.2: Name & Signature:

Dr.Ayisha Nazreen
Director
KMCT Dental College
Block No. 2 And 3,
KMCT Medical College Campus
Mukkam, Manassery
Kozhikkode – 673602



Witnesses:

1. 
Administrative office staff, KMCT Dental college.
2. 
PRO, KMCT Dental college.

P.A. SUNIL, M.A., LL.B.
Manager Administration
IMAGE (IMA *Go Green Eco-friendly*)
Indian Medical Association
Kerala State Branch

