

Agreement between AYUSHEXCIL and Medical Value Travel Facilitator (MVTF)

This agreement is made as of _____ (date) _____ between

the **AYUSHEXCIL**,

office atNew Delhi, India,

And

The Medical Value Travel Facilitator

(Name of the MVTF- Company Legal Name and Type e.g LLP, Pvt Ltd etc) _____

having its principal office at.....(address of MVTF where accreditation is held)
hereinafter referred to as MVTF

INTRODUCTION

The Ministry of Ayush has instituted a system to recognize and grant Ayush Quality Mark to Ayush products and service providers for demonstrating adherence to globally recognized standards under the aegis of the AYUSHEXCIL. Ayush products and services have been identified along with applicable globally recognized standards, criteria and the process for grant of Ayush Quality Mark

1 SUBJECT OF THIS AGREEMENT

- 1.1 This Agreement sets out the relationship between AYUSHEXCIL and the recognized MVTF and the standards and conditions to be met by recognized MVTF during the period of recognition.
- 1.2 Both AYUSHEXCIL and recognized MVTF expect and are expected to abide by the intent of this Agreement.

2. RECOGNITION OF THE MVTF

- 2.1 Under the Ayush Quality Mark Programme any MVTF that is recognized by the AYUSHEXCIL and granted Ayush Quality Mark is termed hereafter as recognized MVTF.
- 2.2 The MVTF shall meet any of the criteria prescribed in the document, “System for Grant of Ayush Quality Mark to Medical Value Travel Facilitators (MVTFs)”
- 2.3 The MVTF shall ensure that the contracted healthcare providers meet any one of the criteria prescribed in the document, “System for Grant of Ayush Quality Mark to Medical Value Travel Facilitators (MVTFs)”
- 2.4 The recognition is granted on the conditions that the recognized MVTF:
 - (a) complies with the terms of this Agreement

Agreement between AYUSHEXCIL and Medical Value Travel Facilitator (MVTF)

- (b) demonstrates continuing conformity with the criteria prescribed under this programme read with additional requirements, if any, as applicable
- (c) demonstrates continuing competence within the scope of its recognition
- (d) pays such fees as are due to AYUSHEXCIL

2.4 If a MVTF does not adhere to the terms of this Agreement, any commitments/ undertakings made to the AYUSHEXCIL, the applicable requirements prescribed by the AYUSHEXCIL, or the conditions for using the Ayush Quality Mark, The AYUSHEXCIL reserves the right to take appropriate action. This may include suspending or withdrawing recognition, limiting the scope, or applying other suitable sanctions.

2.5 All information gained by AYUSHEXCIL and its personnel in dealing with MVTF, other than information already in the public domain shall be treated as confidential and shall not, subject to the law of the land, be divulged without prior written consent of the MVTF.

2.6 Additionally, AYUSHEXCIL reserves the right to withdraw recognition:

- (a) If a MVTF, being a company, goes into liquidation, whether by force or voluntarily (excluding liquidation solely for reconstruction purposes) or if a receiver is appointed to manage its operations,
- (b) If the MVTF violates any applicable laws
- (b) If there is proof of fraudulent activity, or if the MVTF deliberately provides false information or withholds information,
- (c) No response to communication received on furnishing of information

3. CONDITIONS TO BE MET WITH BY RECOGNISED MVTF

3.1 The recognized MVTF shall offer AYUSHEXCIL and its representatives such reasonable access and co-operation as necessary to enable AYUSHEXCIL to monitor conformity with this Agreement and the relevant criteria. The recognized MVTF shall also use reasonable endeavors to provide access to AYUSHEXCIL's assessors and experts to its premises to conduct assessment activities, as AYUSHEXCIL shall reasonably require.

3.2 The recognized MVTF shall:

- (a) Commit to fulfil continually the requirements for recognition set by AYUSH for the scopes for which recognition is sought or granted including adapting to changes in the requirements for recognition as and when communicated and shall also commit to provide evidence of fulfilment.
- (b) afford such accommodation and cooperation as is necessary to enable AYUSHEXCIL to verify fulfilment of requirements for recognition. This applies to all locations where the recognition is applicable (whenever required in case of direct assessment).

Agreement between AYUSHEXCIL and Medical Value Travel Facilitator (MVTF)

- (c) provide access to AYUSHEXCIL to MVTF's personnel, locations, equipment, information, documents and records as necessary to verify fulfilment of requirements for recognition. (whenever required in case of direct assessment)
- (d) only claim that it is recognized in respect of those activities which are the subject of the recognition as contained in the certificate issued to it by AYUSHEXCIL from time to time and which are carried out in accordance with this Agreement and the relevant criteria;
- (e) use the Ayush mark of AYUSHEXCIL only on company letter heads, publicity material, website etc. which fall within the scopes covered under recognition.
- (f) not use its recognition in such a manner as to bring AYUSHEXCIL into disrepute, and take appropriate steps to correct any statement or expression, which AYUSHEXCIL considers to be misleading;
- (g) not to use the Ayush Quality Mark on during the period of suspension, imposed on it by AYUSHEXCIL due to any reasons whatsoever.
- (h) upon the withdrawal of recognition, however determined, discontinue forthwith its use of any reference to recognition, or Ayush Quality Mark, withdraw all advertising material which contains any reference thereto including on its website, return the certificate of recognition, and take such other actions as AYUSHEXCIL may require;
- (i) ensure that recognition or Ayush Quality Mark shall not be used by itself or its clients for promotional or publicity purposes in any way that AYUSHEXCIL considers to be misleading, and take such immediate steps as AYUSHEXCIL may require to correct any such misleading use.
- (j) Provide, on demand, or during any assessments all records/information relating to complaints, appeals and disputes related to recognition
- (k) coordinate and cooperate with AYUSHEXCIL, as and when required, for the purpose of investigation into any complaint or feedback regarding MVTF activity covered under Ayush Quality Mark.
- (l) agrees to inform AYUSHEXCIL in writing of any significant changes in its name, ownership or location for which recognition is obtained.

The recognized MVTF may use in documents, brochures or advertising media, without variation, the phrases "an Ayush Quality Mark MVTF"

4. RULES FOR USE OF AYUSH QUALITY MARK

4.1 The Ayush Quality Mark shall be used following the dimensions and colour scheme or black and white as depicted below:

Agreement between AYUSHEXCIL and Medical Value Travel Facilitator (MVTF)

Figure with Data for Dimensions

4.2 The photographic reduction or enlargement of the Ayush Quality Mark in the same proportion may be used.

4.3 The Ayush Quality Mark is non-transferable and to be used only by the recognized MVTF.

4.4 The recognized MVTF shall follow any other rules prescribed by the AYUSHEXCIL time to time.

5. DATA PROTECTION

5.1 The Parties shall comply with the applicable Data Protection Regulations at all times.

5.2 Without prejudice to the other provisions of this Agreement, the Parties shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage, or destructions of the Personal Data processed under this Agreement.

6. LIABILITY

No representation, promise, or warranty, whether express or implied, is or will be made or given by AYUSHEXCIL, or any of its CEOs, directors, employees, or agents, regarding the accuracy or completeness of any information, review, audit, or advice provided in the course of delivering services under this Agreement. Furthermore, no CEO, director, employee, or agent of AYUSHEXCIL is authorized (nor shall be deemed to be authorized) to make or give any such representation, promise, or warranty. Any such representation, promise, or warranty, if purported to be made or given, shall not be relied upon by the recognized MVTF

7. FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission rises from causes reasonably beyond the control of such party.

8. INDEMNITY

The recognized MVTF undertakes to indemnify AYUSHEXCIL against any losses suffered by or claims made against AYUSHEXCIL as a result of misuse by the recognized MVTF of any recognition, or symbol granted by AYUSHEXCIL as a result of any breach by the recognized MVTF of the terms of this Agreement

9. GOVERNING LAW AND ARBITRATION

9.1 This Agreement shall in all respects be construed and operate as an Agreement made in India and in conformity with Indian Law and the construction and validity shall be governed by the Indian Laws and is subject to the exclusive jurisdiction of the Delhi Courts.

Agreement between AYUSHEXCIL and Medical Value Travel Facilitator (MVTF)

9.2 All disputes, differences, or questions whatsoever arising between the parties concerning the interpretation of this Agreement or any matter arising out of or in connection with this Agreement, which cannot be resolved amicably through mutual discussions, shall be referred to arbitration.

9.3 The arbitration shall be conducted by the AYUSHEXCIL or by any person nominated by AYUSHEXCIL. The arbitration proceedings shall take place in the City of Delhi and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

10. TERMINATION

These arrangements shall continue in force unless and until terminated:

- A) by either party upon 90 days written notice to the other.
- B) immediately by decision of the AYUSHEXCIL

If any provision, or part of any provision, of this Agreement is held invalid, illegal, or Unenforceable for any reason, that provision, or part of that provision, will be severed and the remainder of that provision (where applicable) and the other provisions of this Agreement will continue in full force and effect as if this Agreement had been executed without that invalid, illegal, or unenforceable provision or part of a provision. The invalid, illegal, or unenforceable provision shall be replaced by a legal, valid, and enforceable arrangement which corresponds as closely as possible to the intentions of the Parties. The same principle shall apply in the event that this Agreement contains any gaps or ambiguities.

11. THE PARTIES TO THE AGREEMENT

For the Recognized MVTF

For the AYUSHEXCIL

Name: |.....|

Name: |.....|

Address: |.....
|.....
|.....

Address: |.....
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|.....

Signed: |.....|

Signed: |.....|

Position: |.....|

Position: |.....|

Name :|.....|
(BLOCK CAPITALS)

Name :.....|..... (BLOCK CAPITALS)

Date: |.....|

Date:|.....