

enabling children and their families faced with cancer

National Society for Change for Childhood Cancer in India

www.cankidsindia.org

MEMORANDUM OF UNDERSTANDING

Between

PT. BHAGWA'T DAYAL SHARMA POST GRADUATE INSTITUTE OF MEDICAL SCIENCES, ROHTAK

&

CANKIDS...KIDSCAN

FOR CHANGE FOR CHILDHOOD CANCER IN INDIA

Valid from November 2022 to October 2027

(This is not a legal document, license or contract but an understanding between the two parties)

Registrar,

Pt. B.D. Sharma

University of Health Sciences, Rohtak-124001 (Haryana)

CanKids...KidsCan

This Memorandum of Understanding ("MOU") dated 1st November 2022 is made and entered into at India, by and between:

CanKids...KidsCan, a National Society dedicated to change for childhood cancer in India, registered under the Societies Registration Act, 1860, having its registered office at D7/7, Vasant Vihar New Delhi -110057, represented by its authorized signatory Ms. Poonam Bagai (herein after referred to as "Cankids" which expression shall unless repugnant to its meaning or context thereof be deemed to include its successors, executors and permitted assigns) of the FIRST PART

AND

Pandit Bhagwat Dayal Sharma Post Graduate Institute of Medical Sciences, situated at Medical Road in the District of Rohtak state of Haryana, represented through its authorized signatory Professor Dr. Anita Saxena Vice Chancellor, University of Health Sciences Rohtak (herein after referred to as "Hospital", which expression unless repugnant to the context thereof shall mean its successors, executors and permitted assigns) of the **SECOND PART**.

Cankids and Hospital are hereinafter, collectively referred to as "Parties" and individually as a "Party".

1. WHEREAS:

- A. CanKids...KidsCan, a not-for-profit family support group for children with cancer and their families, is a National Society, dedicated to a Change for Childhood Cancer in India. CanKids was set up in January 2004 in Delhi, under the umbrella of Indian Cancer Society and in June 2012, registered as a separate National Society under the Societies Registration Act, 1860 with registration number S/RS/SW/0736/2012. It works in over 121 cancer centers across the country that treats over 21,000 new cases of childhood cancer each year. It is a grass-root, field organization of volunteers, survivors, parents of children with cancer and employees committed to enabling the best standards of treatment, care and support for children with cancer and their families in India.
- B. Cankids' two models for Change for Childhood Cancer and YANA have been built from grass root level over the last 15 years. On the one hand it focuses on providing social support through CanKids Hospital Support Units and Care Centers, through range of 18 social support services and provision of social support teams. On the other hand, it enables best standards of treatment and care by building partnerships with treating centers, identifying and filling gaps year on year, setting up stakeholder forums at regional and national level, focusing on disease centric projects, quality care, research and impact, building capacities and government and patient advocacy.
- C. Pt. B. D. Sharma, PGIMS, Rohtak is the only major Institution for Medical Education and Research and at tertiary care centre for provision of specialized health care services not only to the people of the State of Haryana, but also to those from Punjab, Rajasthan, Delhi and Western U.P.

Registrar, Pt. B.D. Sharma

Halverdry of Health Sciences,

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The Institute was started under the name of Medical College, Rohtak in the year 1960. In the year 1994, Medical College, Rohtak was renamed as Pt. B. D. Sharma, Medical College, Rohtak and subsequently it was upgraded to a Post Graduate Institute of Medical Sciences in the year 1995. Today, Pt. B. D. Sharma, PGIMS, Rohtak is a famous institution not only for medical education but also for the health care facilities both at the National as well as international level.

- D. The institute have Medical College, well equipped hospital of 1597 beds, Lala Sham Lal super-specialty Centre, CT scan building, De-addiction Center, Dental college, Pharmacy college, College of Nursing and College of Physiotherapy.
- E. Regional Cancer Centre at Rohtak is the tertiary Care centre in Haryana providing comprehensive cancer treatment to needy and poor patients. The Department of radiation oncology came into existence in the year 1977.
- F. PGIMS Rohtak is only government medical center providing cancer care services to pediatric patients in the state of Haryana. The Pediatric Hematology Oncology Clinic (PHO) services were started in 2006 in the department of Pediatrics under the guidance of Dr. Pankaj Abrøl (2006-2012), then Senior Professor and Head unit II and are now a days are, looked after by Dr. Alka Yadav, Professor Pediatrics trained at PGIMER Chandigarh. Pediatric cancer facilities at PGIMS Rohtak includes 8 beds dedicated for cancer patients in Ward 14, day care services in E-block and PHO Clinic. Over last 10 years more and more of the patients are being managed and followed up at PGIMS using standard protocols with results comparable to the other cancer units in the country. There are around 155 childhood cancer survivors registered at PGIMS Rohtak.
- G. Pediatric Oncology unit will be represented by Dr. Alka Yadav, Professor in Department of Pediatrics at PGIMS for the purpose of executing the terms of aforementioned MOU at PGIMS Rohtak.
- H. Cankids has been supporting the childhood cancer services at PGIMS Rohtak since 2011(through MoU) and had a major role in reaching the current status of the unit.
- I. CanKids and the Hospital have mutually agreed to collaborate on driving Change for Childhood Cancer at PGIMS, Rohtak and in India.
- J. Cankids and the Hospital have decided to execute this MOU to record the terms and conditions and the broad parameters to govern his arrangement between the Parties.

NOW THEREFORE, this MOU witnesses and the parties here to mutually agree as follows:

2. OBJECTIVES OF THE MOU:

To improve standards to treatment care and support: The parties commit to a common goal of change for childhood cancer and improving standards of treatment, care and support for children with cancer and their families. The project description is given in the Annexure-1.

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Pt. B.D. Sharma

3. **OBLIGATIONS OF CANKIDS:**

Cankids will provide social support services to the Hospital as described below

- 1. Medical Assistance-
- General Medical Assistance
- Adopt a Child (Supporting the patient for complete treatment) for treatment as and when required as per the need.
- 2. Pediatric Psycho-oncology Program-Bereavement Support and palliative counseling
- 3. Treatment Support Program- Hygiene and Infection control sessions and interventions, Nutritional Support
- 4. Education Program- Non-Formal Education
- 5. Parent and Patient Navigation Program
- 6. Capacity Building-Training for social support team.
- 7. Quality Control Research Impact Initiatives -ALL Project
- 8. Awareness and Advocacy

Awareness - International Childhood Cancer Day, Nurses Day, Doctors Day, National Nutrition Week, Breast feeding Week, Global Hand washing Day, World Blood Donor Day

Advocacy- Go Gold for Childhood Cancer

Cankids will provide a Social Support Team to deliver the social support services at the Hospital as described in the

- 1. One social worker cum data entry operator.
- 2. One care coordinator

All the staff would be paid directly by Cankids.

4. FINANCIAL ARRANGEMENTS

- Cankids will make payment to the Social Support Team and vendors directly. The Emergency Assistance Fund will be transferred to the hospital account every week for which the hospital will issue receipt and provide utilization to Cankids.
- With a view to raise support for the CHSU, CanKids will nominate the Hospital as a 2. CanKids' Hospital Support Unit (CHSU). Cankids will create an annual budget for supporting the above activities. Cankids seeks to raise funds from Indian donors for this on its own or together with its other partnering Indian NGOs. The Annual Budget is given in the Annexure-2. The details of support are given in the Annexure-3.
- Cankids typically defines a budget for its CHSU project and raises funds/grants 3. through CSR/Foundation partnerships. These funds are "restricted" and will be utilized only for the PGIMS Hospitals CHSU project. Shortfall if any may be met by Cankids general funds which are "unrestricted".

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Rohtak-124001 (Hamana)

- 4.If Funds received in FCRA, The Funds shall be subject to the Foreign source, as per Section 2(1)(e) of the Foreign Contribution (Regulation) Act, 1976.
- i. PGIMS will inform Cankids if it has close links with any other Association(s), or its unit(s) or branches, which has been,
- ii. Refused registration/prior permission/renewal
- iii. Prohibited from accepting foreign contribution
- iv. Suspended or whose registration has been cancelled
- v. If answer to any of (i) to(iii) is yes, please give full particulars of the same.

5. OBLIGATIONS OF THE HOSPITAL:

- 5.1 Hospital will collaborate with Cankids on driving change in childhood cancer at the Hospital and in India.
- 5.2 Notwithstanding anything contained in this MOU, the Hospital shall be responsible for Ensuring compliance with all Applicable Laws and Cankids shall not in any way be liable or responsible for any breach or violation of any Applicable Law by the Hospital.
- 5.3 Annual review will be conducted to evaluate progress, assess impact, review performance indices, determine changes that need to be made and develop targets for the following year.

Specific indices to be tracked include –

- i. Volume of patients diagnosed cancer wise
- ii. Number of patients who initiate therapy
- iii. Number of patients who complete therapy
- iv. Rate of treatment abandonment and causes
- v. Level of financial support available to patients, and % of families provided support

6. <u>Limitation of liability</u>:

The Social Support Team made available by Cankids to the Hospital shall function as a support to the Treating Doctors and Para Medical Staff of the Hospital as also the children with cancer registered with Cankids. The Social Support Team shall neither be authorized to prescribe any medicines, investigation/diagnostic tests to the patients nor act in any manner what so ever on behalf of the Hospital.

7. Term of this MOU:

Unless terminated earlier in accordance with Clause 12, this MOU shall be valid for a period of five years from the date of signing this MOU. The term of this MOU is a 5 year support commitment with effect from 1st November 2022 to 31st October 2027, which can be mutually renewed after discussions amongst the parties herein for two additional years if this support is having a measurably positive impact on the outcomes of children with cancer between the age group of 0-19 years. Renewal of the MOU will be subject to suitable reports and proper documentation of the progress made.

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8. Annual review:

Treating team will provide the performance report at the end of the year. Base line of indices will be created as on November 2022. An annual review will be conducted to evaluate progress, assess impact, review performance indices, determine changes that need to be made and develop targets for the following year. This would be done only by the clinical lead of the respective department with Social Support Team.

9. Reporting and Documentation:

Both parties agree to provide information and reporting on the programs and activities undertake weekly reports on daily activities; the report template will be provided via email after project commencement.

10. <u>Data Protection and Management:</u>

The Parties agree to comply with all current applicable laws in India related to collection, storage, transmission, and use of digital health data and to ensure data privacy, confidentiality and security of all patients and/or participants.

11. Publication and Publicity:

Hospital will not make any publication related to the project or publish its participation in the project without first obtaining the agreement of the Cankids. All publications arising, thereof shall include the names of all clinical collaborators. The first two authors who will be joint authors will be the one who conceptualized and prepared the manuscript. The corresponding author will be the one who has done the complete execution of the work. Rest all the other authors will be jointly represented as a Consortium. In case an author contributes to maximum number of cases; he/she will be joint corresponding author.

12. Termination:

- 1. This MOU may be terminated:
 - 1. By mutual agreement between the Parties which shall be recorded in writing;
 - 2. By either Party, without assigning any reasons, by giving the other Party a written notice of 30 days ("Notice Period");
 - 3. By either Party, in case the other Party commits a breach of any of the terms of this MOU, or fails to perform any of its obligations under this MOU and fails to remedy such breach or failure within 30 days of the defaulting Party being notified in writing of such breach or failure. The rights of the non-defaulting Party under this Clause 12.1 (3) shall be without prejudice to any other remedies that may be available to such a Party, under the Applicable Laws.
- 2. Notwithstanding the service of termination notice under Clause 12.1, the Parties shall continue to perform their obligations under this MOU during the Notice Period and on termination of this MOU, howsoever arising, the accrued rights and liabilities of the Parties as on the date of such termination shall survive and continue to be in full force and effect after such termination of the MOU.

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- 3. Notwithstanding the service of termination notice under Clause 12.1 or the termination of this MOU, nothing contained in this MOU shall affect the rights and liabilities, which have accrued on the Parties during the Term of this MOU.
- 13. The relationship between the Cankids...Kidscan and the Hospital is entirely governed by this MOU and no statute or award or any other instrument/s shall govern the same.

14. <u>Disputes Resolution:</u>

All disputes or differences which shall, at any time, arise between the parties, this MOU or its construction or by virtue of it or otherwise, during the term of this MOU or afterwards, touching or concerning matter/s in any way connected with or arising out of this MOU, shall be amicably resolved between the parties, failing which it shall be referred to the competent Arbitrator at Rohtak, which alone shall have jurisdiction in this matter.

15. Counterparts:

This MOU shall be executed in duplicate originals with each party retaining one copy of the same.

16. Notices:

All notices issued or exchanged between the Parties pertaining to this MOU shall be in writing sent to the addresses forth above (or any other address that may be so specified subsequently in writing) and shall be addressed to the Parties directly and not to any directors or employees in their individual capacity.

Registrar,

Pt. B.D. Sharma

IN WITNESS WHERE OF the Parties here to have executed this MOU in the presence of the mentioned witnesses here under on the place, day, month and year mentioned herein above.

S.N.	Name & Designation	Dr. ALKA YADAV Professig Pediuric Hemetologist Oncole
1.	Dr. Alka Yadav, Professor, Pediatrics.	ho (Trained at PGIMER-Chandiga
2.	Dr. MD Mokarram Ali, Assistant Professor, Pediatric Surgery.	Pf. B.D. Sharma, PGIMS, Roht
3.	Dr. Umesh Yadav, Assistant Professor, Orthopedics.	DEPT OF RAED SURGERY
4.	Dr. Sudhir Atri, Senior Professor, Medicine.	Sr. Professor & Head
	Dr. Sudnir Atri, Senior Professor, Medicine.	Medicine Umt-II Deptt. of Medicine Pt. BDS PGIMS, Roman

Signed on behalf of:

PGIMS, Rohtak

Dr. Geeta Gathwala

Sr. Professor & Head

Pediatrics Department

PGIMS, Rohtak

Dr. Geeta Gathawala Senior professor and Head Department of Pediatrics, PGIMS, Rohtak CANKIDS...KIDSCAN

Ms. Poonam Bagai Founder, Chairman

Dr. H K Aggarwal, Registrar Re

Registrar,

Pt. B. D. Sharma UHS, Rohtak, Haryana arma

University of Health Sciences, Rohtak-124001 (Haryana)

Dr. S S Lonchab, Director,

Pt. B. D. Sharma PG**byke Cybia**k, Haryana.

Pt. B.D. Sharma, PGIMS Rohtak-124001 (Hr.)

Place:

Date:

PROJECT DESCRIPTION

Cankids model for Change for Childhood Cancer in India is aimed at enabling best treatment, care and support for children with cancer and their families. Accordingly, Cankids offers:

- 1 Dedicated **Social Support Teams** to centers and departments treating children with cancer including social workers, data managers, teachers, psychologists, nutritionists, trained parent support group members and survivors and volunteers.
- 2. Arrange of 18 **Support services** for direct beneficiary support to families of children with cancer from medical financial and facilitation support, to nutrition, hygiene and infection, accommodation, blood support, patient information, emotional and psychosocial support, child life, palliative care support, non-formal and formal education-learning activity clinics and ward bedside education.
- 3. Capacity building for Social Support teams, Parent Support group, Survivors on the one hand and medical professionals on the other, including salaries, stipends, training and observerships. Pediatric Oncology Outreach Clinics using honorary services of pediatric oncology experts to provide these services in centers where there is no specialized care. Partnerships with local NGOs and Support organizations.
- 4. Quality Care Research and Impact Assessment both within the organization and to advocate and even fund in the wider pediatric oncology community; including disease focused projects for Advocacy, Awareness and patient support including thus far Retinoblastoma, Wilms Tumor, Hodgkin's lymphoma and Bone Marrow transplants with guidelines and standards developed by pediatric cancer specialists in India and worldwide and now with INPOG.
- 5. Awareness and Advocacy to provide information, fight stigma, reduce abandonment, to facilitate stakeholder forums with disease, intervention or geographical focus and to advocate at the national and state levels for childhood cancer to be a child health priority in India, for inclusion of childhood cancer in the national cancer control program, for infrastructure, quality pediatric oncology centers, drugs, treatment and specialists. (Details at Annexure 1)

Cankids forges Partnerships with treating centers and doctors

- a. To identify and fill gaps in the treatment care continuum that may arise year on year as mutually agreed
- b. to collaborate to drive Change for Childhood Cancer in India from the expertise, services, capacity building and research that the treating Centre may be able to offer.

Based on the understanding between the 2 parties, Cankids defines a CHSU@ PGIMS Hospital, builds/revises the annual budget for the CHSU, and seeks donor support. For the period of the MOU Cankids undertakes to extend the support agreed from the restricted grant or its general funds.

Both parties agree to maintain and share relevant data and information and exchange annual reports to demonstrate Impact and Utilization of resources. Both parties agree to acknowledge the partnership and contributions in relevant literature, media, presentations and forums. Wherever possible and agreed, Cankids donor may also be acknowledged by the treating Center

Registrar, Pt. B.D. Sharma University of Health Sciences, Rohtak-124001 (Haryana)

Annexure 2

Budget for the financial year 2022-2023

This will be renewed every year with treating team.

S. No	Description	Funded by	Commitment by Cankids (INR)	Details of Commitment
1	Social Support Team: 1. One Social Worker cum data Manager 2. One Care Coordinator	Cankids	Paid directly to the staff	Training & Capacity Building.
2	Medical Assistance	Cankids	Payment as per Cankids budget outlay	Emergency Medical assistance and investigations/diagnostics
3	Other Social Support Services	Cankids	Payment as per Cankids budget outlay	This includes poor patient assistance, nutrition support, celebrations, bereavement support etc. as per the Cankids policy.
	Grand Total		Rs 12.39 lakhs. per annum	

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Annexure3

Details of the support

1. Social Support Team:

- Cankids commits to support various departments treating childhood cancer cases through Social Support Team. The existing social support team may be supplemented with other social support team members as required and mutually agreed, for which an addendum to the MOU will be issued as requirement.
- Cankids seeks to build the skills of the existing team through at least two capacity building
 workshops per year and on-going guidance and handouts. CanKids will train the support
 staff through its various training programs and field visits to strengthen them to be Financial
 Counselors cum Patient Navigators to the Patient and their Families to reduce the stress
 arising from treatment costs.
- Support Services: It is accepted by all parties to this MOU that CanKids' activities are made
 available solely as a result of income received by it through charitable donations. Hence,
 whilst it is CanKids' objective in good faith to support as many children with cancer and
 their families as possible, such activities may fluctuate in terms of magnitude and scope over
 time, depending entirely on the level of such donations.

2.a Hospital and Medical Program

- Medical Assistance Grant: Cankids is committed to seeking to ensure that no child who comes to the PGIMS suffers a lack of treatment due to inadequate finances. CanKids will seek to support various departments treating children with cancer by providing financial support through CanKids' Medical Support Fund to patients struggling to continue treatment due to financial problems including provision of drugs, diagnostics, surgical interventions, prostheses, or for any temporary shortfalls or gaps in drugs or diagnostics at PGIMS.
- When the amount expended exceeds the initial sanctioned amount, CanKids will
 consider raising further funds through its "Adopt a Child" for Treatment Program, on a
 case-by-case basis. The Medical Assistance Grant will be reviewed from time to time.
- 2.b Education Non-Formal Education-Through 'Learning Activity Clinic' Chatai clinics at the Outpatient Department
- 2.c Pediatric Psycho-Oncology Program (PPOP) CanKids will seek to implement its Emotional Support, Counseling and Psychological Intervention Program with special focus on Child Life and Bereavement Support.
- 2.d Patient Navigation and Family Engagement Cankids PSG members would manage the 'You Are Not Alone' program and help navigate the patient families. They will also conduct different celebrations and outing in the CHSU

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2.e Communications Education Patient Awareness and Advocacy (CEPAA) Both parties will collaborate to create awareness about childhood cancer and for raising support for the cause. CanKids will support International Childhood Cancer Day (ICCD) on 15th February, Nurses Day on 12th May, Doctor's Day on 1st July activities and other awareness programs on childhood cancer.

2.f Treatment Support Program

- Nutritional Support—provide dietitian, counseling and assessment, anthropometric equipment, nutrition supplements.
- Health & Hygiene Support—WASH (Water, Sanitation and Hygiene) develop good hygiene practices, create awareness among the children and families and provide hygiene products. Implementation of WASH components control infection in the environment of the ward and hospital.
- Hematological Support- fulfills the blood and platelet needs of the beneficiaries and organizes blood camps; provide SDP kits and awareness generation among donors.
- Holistic Accommodation- provides outstation families with affordable and child-appropriate accommodation during treatment at Home Away From Home (HAH). Provide transport support to families with childhood cancer.

Kegistrar,

Pt. b.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)