



MEMORANDUM OF UNDERSTANDING

BETWEEN

TELEMEDICINE SOCIETY OF INDIA (TSI)

AND

DH INDIA ASSOCIATION (ALSO KNOWN
AS DIGITAL HEALTH INDIA
ASSOCIATION)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MoU”) is entered into on this **2nd day of August, 2026**, by and between:

Telemedicine Society of India (TSI), a society incorporated under the laws of India, with its registered office at Second floor, Room No. 303, School of Telemedicine and Bio-medical Informatics Sanjay Gandhi Postgraduate Institute of Medical Sciences, Rae Bareilly Rd, Lucknow, Uttar Pradesh 226014 represented by the **President** (hereinafter referred to as ‘First Party’ or as ‘TSI’ which expression shall unless repugnant to the context or meaning thereof include its executors, administrators and permitted assigns) (hereinafter referred to as “TSI”),

AND

Digital Health India Association (DHIA), DHIndia Association (also known as Digital Health India Association) is registered with Ministry of Corporate Affairs, Government of India as a Section 8 company, under the Companies Act, 2013, with its registered office “NO. 14, Wheeler Road, Frazer Town, Bengaluru, Karnataka 560005”, hereinafter referred to as ‘**Second Party**’ or as ‘**DHIA**’, represented by the **Chairperson**, which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)(hereinafter referred to as “DHIA”).

TSI and DHIA are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- I. **WHEREAS** the ‘**DHIndia Association (also known as Digital Health India Association)** is registered with Ministry of Corporate Affairs, Government of India as a Section 8 company, under the Companies Act, 2013, with its registered office “ No. 14, Wheeler Road, Frazer Town, Bengaluru, Karnataka 560005” Founded with a mission to advise National and State Governments on policy decisions of strategic and tactical interests, help adoption of national EHR standards, design pragmatic regulatory frameworks, create collaborative platforms for academia-industry partnerships, power workforce development for on-the-ground implementations and promote cross-disciplinary education and research in the area of Digital Health.
- II. **WHEREAS** the **Telemedicine Society of India (TSI)** is an independent not-for-profit registered scientific society, with the aim to promote and encourage development, advancement, and research in the field of Telemedicine/Telehealth/eHealth/Digital Health and its associated fields;
- III. **WHEREAS**, the Parties share a common vision to strengthen digital health and telemedicine ecosystems in India;
- IV. **AND WHEREAS** it is agreed by mutual discussion **between DHIA and TSI** to establish a formal collaboration;
- V. **AND WHEREAS** the parties hereto agreed that detailed terms and conditions guiding the activities identified shall be designed and formulated separately through mutual discussion;

VI. **AND WHEREAS** the Parties hereto desirous to enter into a formal Memorandum of Understanding (MoU) to be able to elaborate on the scope, obligations, terms, and conditions of collaboration, in writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM:

- 1.1. This MoU shall be valid for a period of five years (05) from the Effective Date and may be extended upon for a further period, upon mutual consent of both Parties.
- 1.2. The Parties have to renew the term of this MoU at least fifteen (15) days prior to the expiry of this MoU.

2. SCOPE & OBJECTIVE OF THE MOU:

- 2.1. To promote and facilitate the development, adoption, and integration of digital health technologies, including telemedicine and artificial intelligence, within healthcare systems;
- 2.2. To strengthen capacity building, education, research, and innovation through joint initiatives, programs, and knowledge-sharing mechanisms;
- 2.3. To collaborate in the provision of consulting and advisory services in areas related to digital health, telemedicine, and healthcare system strengthening;
- 2.4. To enhance access to safe, equitable, and patient-centered healthcare services through the effective use of technology and collaborative interventions.
- 2.5. To collaborate in the design, development, implementation, and maintenance of a comprehensive Digital Health and Telemedicine Registry
- 2.6. To collaborate in the design, development, and implementation of Joint training programs, CME, workshops, and certification courses;
- 2.7. To collaborate in the planning, organization, and execution of conferences, summits, workshops, hackathons, and other academic, scientific, and professional events in the field of digital health, telemedicine, and related domains. As well as invite each other to respective programs.
- 2.8. Both parties may undertake joint branding of such events, including the use of respective names, logos, and marks, subject to prior written consent and in accordance with mutually agreed branding guidelines;
- 2.9. To exchange faculty members and students for various activities, study, teaching and research;
- 2.10. Both parties may co-author publications, policy briefs, and technical reports based on mutual agreement;
- 2.11. DHIA and TSI shall offer internship and immersion programs in either party institutions or affiliated or members/partner institutions;

- 2.12. DHIA and TSI agree to collaborate in designing and implementing digital health initiatives aimed at improving access to healthcare services, particularly in rural and underserved areas, including teleconsultations, screening programs, and health awareness campaigns;
 - 2.13. Subject to mutual agreement, both parties may share expertise, technical resources, training materials, and infrastructure to support the objectives of this collaboration;
 - 2.14. Both parties agree to collaborate in engaging with governmental, statutory, and regulatory authorities at the national, state, and local levels in matters relating to digital health and telemedicine.
 - 2.15. Both parties may jointly or independently, as may be mutually agreed, engage with relevant authorities for the purpose of providing expert inputs, technical assistance, and advisory support;
 - 2.16. Both parties may contribute to the formulation, review, and refinement of policies, guidelines, standards, and regulatory frameworks pertaining to digital health, telemedicine, and allied areas;
 - 2.17. Both parties may prepare and submit joint representations, policy briefs, white papers, and recommendations to competent authorities;
 - 2.18. Both parties shall endeavor to ensure that such engagements are aligned with applicable laws, national priorities, and established frameworks, including but not limited to the Ayushman Bharat Digital Mission.
 - 2.19. Both parties agree to collaborate in the development, establishment, implementation, and operationalization of accreditation and quality assurance frameworks within the domain of digital health and telemedicine.
 - 2.20. Any other specific activity mutually agreed between the parties.
3. Both the parties will be entered into a separate and specific written agreement to govern any specific activity to be initiated to achieve the objectives mentioned above. The terms and conditions of such an agreement will be determined separately by mutual discussion and consent of both parties. Such agreement shall come into effect from the date of signing of the detailed and specific MoU.
- 3.1. The Parties have attested to the fact that they are duly formed and act in compliance with the applicable laws. They further agree that they will perform their obligations, to the best of their ability and in accordance with the highest accepted industry standards and practices. Furthermore, the Parties agree and undertake not to involve in any unfavorable comment on, or disparage, or commit any act or make any statement that reflects unfavorably upon the reputation of the other Party.

4. CONFIDENTIALITY

- 4.1. Each Party shall keep confidential all information, disclosed orally or in writing or in any electronic form, transmitted to it or made available to it by the other Party during the course of this MOU and shall not disclose, divulge, misuse, exploit or pass such

Confirmation Information on, wholly or partly, to third parties without express written consent of the other Party.

- 4.2. The Parties shall not disclose the terms of the MOU or make any announcement in respect of the subject matter of the MOU without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made (a) after the Disclosing Party has taken reasonable steps to consult with the other Party as to the terms of the disclosure; (b) only to the extent necessary by such law, rule or regulation; and (c) only to the person or persons and in the manner required by law, rule or regulations or otherwise as agreed by the Parties.
- 4.3. All intellectual property in the Disclosing Party's Confidential Information will be and remain the exclusive property of the Disclosing Party and no rights or licenses in respect of any intellectual property whether in relation to the disclosing party's confidential information or otherwise are granted hereunder by the Disclosing Party to the Receiving Party.
- 4.4. For the purposes of this provision, any Party which is disclosing any Confidential Information to the other Party shall be referred to as Disclosing Party, and the Party receiving such Confidential Information shall be referred to as Receiving Party. Confidential Information shall mean and include all non-public information or material disclosed or provided by one Party to the other, either orally or in writing, or obtained by the Receiving Party from a third party or any other source, concerning any aspect of the business or affairs of the other party, including without limitation, any information or material pertaining to products, formulae, specifications, designs, processes, plans, policies, procedures, employees, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, manufacturing, packaging, distribution, sales, marketing, expenses, customers details, members details, financial statements and data, customer and supplier lists, raw materials, costs of goods and relationships with third parties. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the recipient party which contain, reflect or are based, in whole or in part, on the Confidential Information.

5. INTELLECTUAL PROPERTY

- 5.1. Unless and otherwise agreed in writing in relation to specific project or academic activities, all intellectual property, including but not limited to materials, content, research outputs, publications, data, software, designs, and any other work developed jointly under this Memorandum of Understanding (MoU), shall be jointly owned by both parties.
- 5.2. Each party shall have equal rights to use, reproduce, publish, and disseminate such jointly developed intellectual property for non-commercial purposes, with due acknowledgment of the other party.

- 5.3. Any commercial use, licensing, assignment, or transfer of the jointly owned intellectual property shall require prior written consent from both parties and shall be governed by mutually agreed terms.
- 5.4. Both parties shall retain all rights, title, and interest in and to its respective pre-existing intellectual property, including but not limited to any patents, copyrights, trademarks, trade secrets, know-how, methodologies, data, software, and proprietary materials owned or controlled by such Party prior to the execution of this MoU or developed independently outside the scope of this MoU

6. COMMERCIALS

- 6.1. Any commercial aspects arising out of activities under this Memorandum of Understanding (MoU), including but not limited to revenue generation, sponsorships, licensing, consultancy, or commercialization of jointly developed outputs, shall be discussed and mutually agreed upon by both parties on a case-to-case basis.
- 6.2. No financial or commercial obligations shall be deemed to exist unless expressly agreed to in writing by both parties for each specific activity or project.
- 6.3. A separate commercial arrangement shall, where necessary, be formalized through separate written agreements or addenda to this MoU.
- 6.4. Both parties agree to maintain transparency in all financial discussions and transactions

7. CONFLICT OF INTEREST

- 7.1. Both Parties acknowledge that individuals may have professional, academic, administrative, governance or other associations with both Parties. Any person having a direct or indirect interest in both Parties, or in any matter arising under this MoU, shall disclose such interest to the respective governing authority of the concerned Party.
- 7.2. Such disclosure shall be appropriately recorded in the minutes or records of the respective governing body. Where the applicable law, governing documents, policies or circumstances require recusal, the concerned individual shall abstain from deliberation, negotiation, recommendation, voting, approval or other decision-making in relation to the matter giving rise to the conflict.
- 7.3. Each Party shall independently consider and approve matters arising under this MoU in accordance with its applicable governing documents and legal requirements. Where appropriate, the Parties shall designate independent authorised representatives for negotiation, approval and execution of specific agreements or transactions arising from this MoU.

- 7.4. Nothing in this clause shall prevent an individual from either organization continuing to hold legitimate positions or associations with either or both Parties; however, such dual association shall be appropriately disclosed and managed so as to protect the interests, independence and fiduciary responsibilities of each Party.
- 7.5. Any financial transaction, transfer of assets, provision of services, licensing of intellectual property, sharing of resources or other transaction arising from this MoU shall be undertaken in accordance with applicable law, the governing documents and approved policies of the respective Parties and, where applicable, on reasonable and demonstrably arm's-length terms.

8. INDEMNIFY

- 8.1. Either Party agrees to indemnify and keep the other Party, its affiliates, officers, employees, representatives, and agents of, from and against any losses, damages, liabilities, expenses (including reasonable attorneys' fees), costs, and charges of any kind whatsoever, resulting from any third party claims, suits, demands, actions, proceedings, judgments, whatsoever actually suffered or incurred as a consequence of wrongful representations and warranties, if any action or proceeding is brought against the indemnified party by reason cited in foregoing, the matter shall be defended at indemnifying party's expense by counsel reasonably satisfactory to the indemnified party.
- 8.2. In no event will either Party be liable for any special, incidental, indirect, exemplary, punitive, or consequential damages of any kind and however caused, including but not limited to business interruption or loss of profits, business opportunities, or goodwill even if notified of the possibility of such damage, and notwithstanding the failure of essential purpose of any remedy.
- 8.3. This provision shall survive the expiry of this MoU.

9. NON-EXCLUSIVITY AND NON-BINDING:

- 9.1. Notwithstanding anything to the contrary elsewhere in the MOU, the Parties hereby agree and acknowledge that this is a non-exclusive arrangement, and that this arrangement does not in any way restrict any Party from entering into similar arrangements with third parties.
- 9.2. This MoU does not bind either Party to enter into further engagements with or without commercial consideration.

10. TERMINATION

- 10.1. Either Party may terminate this MOU by giving thirty (30) days prior written notice to the other Party.

- 10.2. Notwithstanding anything contained in Article 6.1 above, this MOU may be terminated:
- 10.2.1. by either Party forthwith upon written notice to the other Party in the event of a material breach of the provisions, including without limitation the representations and warranties under this MOU ("**Breaching Party**"), which breach has not been remedied by the Breaching Party within 15 days of receipt of written notice requiring remedy of the such breach;
- 10.2.2. by either Party forthwith upon written notice to the other Party, if any proceedings under any law relating to insolvency are commenced against the other Party or if any Party makes an application under any such law for being adjudged/declared an insolvent.
- 10.3. The right of either Party to terminate this MOU will be in addition to any other remedies it may have.
- 10.4. Expiry/termination of this MOU will be without prejudice to any rights that either Party may have accrued against the other prior to termination.

11. DISPUTE RESOLUTION AND GOVERNING LAW

- 11.1. This MoU shall be governed by and construed and enforced in accordance with the laws of India.
- 11.2. Any dispute arising out of this MoU shall be settled amicable by the parties.
- 11.3. In case of non-settlement, the Parties shall be referred to arbitration by sole arbitrator to be appointed by the mutual consent of the Parties. If the parties are not able to agree on sole arbitrator within seven (7) days after the filing of the request for arbitration, then either Party may take steps for appointment of arbitrator under the Arbitration and Conciliation Act, 1996. The Arbitrator's award shall be final and binding on the Parties to the MOU.
- 11.4. The arbitration agreement and the proceeding there under shall be in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The language of arbitration shall be English.
- 11.5. The venue of arbitration shall be Lucknow.

12. JURISDICTION

Subject to provisions of Clause 7 above, the Parties irrevocably agree that the Courts in Lucknow shall have exclusive jurisdiction on any matter arising out of this MOU.

13. ENTIRE MOU:

This MoU contains the entire MoU and understanding among the Parties hereto, with Respect to the subject matter hereof. It supersedes all prior MoU's, understandings, inducements, and conditions (express, implied, verbal, written, or of any nature whatsoever with respect to the subject matter hereof). The express terms hereof control and supersede

any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

14. SEVERABILITY:

In an event when any provision of this MoU is found to be void and unenforceable by a Court of competent jurisdiction, the remaining provisions will still be enforced.

15. ASSIGNMENT

Neither Party may assign this MOU or any part thereof and/or any of its rights and/or obligations hereunder, to any third party, other than to its affiliates or successors due to corporate restructuring without the express written consent (not to be unreasonably withheld or delayed) of the other Party and any such assignment in contravention of this provision shall be void. This MOU shall be binding upon the successors and permitted assigns of both the Parties.

16. ENTIRE AGREEMENT

- 16.1. This MOU constitutes the entire agreement between the Parties, and supersedes any previous or contemporaneous communications, representations, MOUs or undertakings between the Parties, whether oral or written, regarding the subject matter of this MOU.
- 16.2. This MOU may not be modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the Parties hereto. This paragraph may not be waived, expressly or implicitly.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date set forth above.

For and on Behalf of Digital Health India Association (DHIA)	For and on Behalf of Telemedicine Society of India
Signature 	Signature 
Name: Dr. Uma Nambiar	Name: Dr. Sunil Shroff
Designation: Chairperson	Designation: President
Date: 2 nd August 2026	Date: 2 nd August 2026
Witness Signature: 	Witness Signature: 
Name	Name: Dr. Umashankar S
Designation :	Designation: Honorary Secretary
Date:	Date: 2 nd August 2026
Seal	Seal