

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on February 21, 2020 (the "Effective Date"), by and between OSA HEALTH AND WELLNESS GROUP located at 9700 Autry Falls Dr, Alpharetta, Georgia 30022 (the "First Party"), and ODISHA SOCIETY OF AMERICA located at 115 Wight Ave, unit 493, Cockeysville, Maryland 21030 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

OSA-HWG Statement-

We the Alumni of Odisha Medical/Dental Schools collectively from throughout Odisha are hereby united to form this group to be known as OSA-HW group dedicated to improving the quality of Health care in Odisha and North America.

OSA-HWG Mission Statement:

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"To promote and advance Health /Wellness of the Odiya community in Odisha and North America, through sharing of Knowledge/Expertise which inspires the best possible Health Care and individual well-being.

Further aims to offer professional development and create meaningful opportunity for the Medical/Dental professionals in Odisha and those in-coming to USA and Canada."

OSA and OSA -HWG [working under the umbrella of OSA] will collaborate and work towards fulfillment of the purpose/objectives/mission as mentioned above, which is the scope of this MOU.

OSA-HWG will be an independent body with own constitution/Bylaws , compatible with OSA , all its voting Members will be primary OSA members and will be a proud partner of OSA, aligned with OSA Care.

OSA-HWG OBJECTIVES

The objectives of OSA-HW shall focus on the goals that aligns with our Mission.

1-It aims to address the Health care needs of Odiya population in Odisha and plan on making available advanced tools at our disposal (E-technology, Tele-health etc.) for our programs.

2-Develop and foster close relationship among our Healthcare professionals of Odiya origin in North America for mutual professional career enhancement and /or including the dissemination of such information to the Medical

community in Odisha. We would like to recognize outstanding achievements by our fellow Odiya Healthcare professionals in North America and encourage others.

3-Offer guidance and mentoring of Medical/Dental Odiya professionals in Odisha and such immigrants in North America.

4-Organize Educational programs that include important advances in, Disease prevention / Diagnosis/Management in North America and Odisha.

5-OSA-HWG will diversify to include Allied Health care professionals later .

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the partnership.

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for To promote and advance Health –Wellness of the Odia community in Odisha and North America, through sharing of knowledge/expertise which inspires the best possible healthcare and individual well-being.

Further aims to offer professional development and create meaningful opportunity for the medical/dental professionals in Odisha and those in-coming to North America., and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

OSA HEALTH AND WELLNESS GROUP shall render and provide the following services that include, but are not limited to:

Services provided by OSA-HWG shall focus on the following-

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1-Address the Health care needs of Odiya population in Odisha and plan on making available advanced tools at our disposal (E-technology,Tele-health etc.) for our programs.

2-Develop and foster close relationship among our Healthcare professionals of Odiya origin in North America for mutual professional career enhancement and /or including the dissemination of such information to the Medical community in Odisha. We would like to recognize outstanding achievements by our fellow Odiya Healthcare professionals in North America and encourage others.

3-Offer guidance and mentoring of Medical/Dental Odiya professionals in Odisha and such immigrants in North America.

4-Organize Educational programs/health camps that include important advances in Disease prevention / Diagnosis/ Management in North America and Odisha.

5- Planning future expansion and diversification to include Allied Health care professionals .

Financial Operation of OSA -HWG-

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This will be accomplished by creating an operating account under OSA using OSA tax id.The revenue and donation will be generated by the OSA HWG members/patron/supporters directly to the above said account .This account and the revenue will be used solely by OSA-HWG authorized personnel and for the only purpose of the OSA -HWG projects.

ODISHA SOCIETY OF AMERICA shall render and provide the following services that include, but are not limited to:

OSA will provide OSA-HWG a forum for the following

1-Accepting OSA-HWG under the OSA umbrella as its North America Forum and give access to their website, diff state association and aligning with their OSA CARE mission.

2-OSA Constitution and bylaws are non binding on the 'OSA -HWG group' but binding to each individual voting members as they are primary OSA members.

OSA -HWG will develop their own constitution and bylaws, which will be compatible with OSA Constitution and Bylaws..

3-OSA will create a Bank account for the OSA-HWG as OSA -HWG ACCOUNT

This has 2 parts [as of now]-

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A-In the present/current situation[till the constitutional amendment by the GBM]

The said account will be solely operated by OSA treasurer only ,with oversight by OSA-HWG authorized personnel.This financial operation by OSA treasurer will be strictly conducted only

at the request of OSA-HWG [for the projects and mission],after BOG[OSA] approval.

The BOG[OSA] approval should be quick and there should not be any unwanted delay or hold up, which may hinder the OSA-HWG projects to be done in a timely manner. Questions if any , can be directed to the Authorized person of the OSA-HWG for resolution.

B-After GBM ratification regarding the co-ownership of the Bank account

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The said account will be co- owned and co-operated by treasurers of OSA-HWG and OSA. Subsequently the BOG approval can be sought annually and pre-approved for Annual Budgeting.

4-OSA will not use the OSA-HWG resources in the said account for any other purpose other than the sole purpose of projects approved by OSA-HWG only .

5-If any Dispute arises due to any financial operation of the said account by OSA without the OSA-HWG approval,immediate steps need to be taken by OSA to resolve amicably or through arbitrators ,mutually agreed upon by both parties.

6-OSA will advance our cause through their social media channel [emails, web site, journals, etc] and in annual convention[Presentation to the general group, booths and participation in other social event.

7.No future additions or modifications to this MOU can be done by either group independently, without the approval of executive committee or approved body of both the groups.

8.The final signatories for the authorization and execution of this memorandum should be by the president/Chairman , of both the groups.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of current state and active and the parties will work towards a definitive agreement that provides a 10 year renewable duration,that may be terminated before the 10 year period by either party upon reasonable notice from the Effective Date and maybe extended upon written mutual agreement of both Parties.

6. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render

ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Georgia.

11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by OSA HEALTH AND WELLNESS GROUP and ODISHA SOCIETY OF AMERICA and shall be effective as of the date first written above.

Devashish Ray
(First Party Signature)
OSA HEALTH AND WELLNESS GROUP
9700 Autry Falls Dr
Alpharetta, Maryland
30022

devashish ray

02/21/2020
(Date)

Kuku Das



02/21/2020

(Date)

(Second Party Signature)

ODISHA SOCIETY OF AMERICA

115 Wight Ave, unit 493

Cockeysville, Maryland

21030