



COOPERATING ORGANIZATION MEMORANDUM OF UNDERSTANDING

An agreement between

Rotary Club of Agra Taj Mahal, India, "Host Sponsor,"
Rotary Club of Southern Pines, USA, "International Sponsor,"
Operation Footprint, Inc., USA, "Organization 1,"
and The Center for Trauma and Joint Replacement, India, "Organization 2"

Note: The Foundation needs to receive this memorandum of understanding (MOU) in this exact form. Complete the form fields but do not edit any other text. If you aren't sure how to complete the fields, refer to the tips at the end.

1. SUBJECT

Global Grant #2118639, Enhancing Foot and Ankle Surgery Capability in Agra, India, in Agra, India, the "Rotary Grant."

2. DEFINITION

A cooperating organization is any reputable non-Rotary organization that provides expertise, infrastructure, advocacy, training, education, or other support for the grant project. Cooperating organizations must comply with all reporting and auditing activities required by The Rotary Foundation and provide receipts as requested.

3. PURPOSE

This document establishes an agreement between the parties listed above to implement a project funded by a Grant from The Rotary Foundation. This document may also be used with other groups that are participating in the project, such as beneficiary organizations, nonprofit contractors, or government agencies.

4. PROJECT OBJECTIVES

All parties listed in this agreement will collaborate to achieve the following project objectives:

- a. To increase the functional capacity of the Center for Trauma and Joint Replacement by adding additional operating and recovery room equipment
- b. To enable significantly twice the number of patients and more than double the number of limbs to receive surgery (more bilateral cases to be performed)
- c. To continue to educate and motivate the Agra orthopedic community in this type of pediatric and adult surgical reconstruction. We expect that six or more local physicians will participate in the training program referenced in this grant.
- d. To raise the level of awareness in the local community regarding this FREE service.

5. HOST SPONSOR RESPONSIBILITIES

Describe the specific responsibilities of the Host Sponsor. The Host Sponsor will:

- a. Disseminate information to the Agra community regarding the availability of humanitarian foot and ankle surgery.
- b. Convey project to other Agra clubs to disseminate the information to the community.
- c. Assist patients as needed in transportation to and from the hospital for surgery and aftercare
- d. Provide food and necessities to patients and their families when in the hospital
- e. Secure health department permissions for the Operation Footprint doctor's work in India
- f. Secure transport of the Operation Footprint doctors to and from the Hospital from their hotel.
- g. Introduce Operation Footprint directors and Rotarians (Dr. Bhavesh Shah , Dr. Marc Benard and others to other Agra based Rotary Clubs.
- h. Oversee the bids for equipment and supplies required that must be sourced both in India and, where needed, from the USA.
- i. Collaborate with the International sponsor in submitting timely interim and final reports and documentation to RI.
- j. Store and maintain the original financial records for the project and copy the International Partner club on all documents.

6. INTERNATIONAL SPONSOR RESPONSIBILITIES

Describe the specific responsibilities of the International Sponsor. The International Sponsor will:

- a. Provide support for the implementation and planning of this grant.
- b. Oversee the bids for equipment and supplies required that must be sourced both in India and, where needed, from the USA.
- c. Continue to publicize the grant in district 7690 and 3110, as well as to clubs in those districts,

- and other clubs and districts that come aboard for future support.
- d. Some of the district 7690 leadership will attend the next surgical session for increased familiarity and to assist the Operation Footprint surgeons as applicable.
 - e. e. Collaborate with the Host sponsor in submitting timely interim and final reports and documentation to RI.

7. ORGANIZATION 1 RESPONSIBILITIES

Describe the specific responsibilities of Organization 1. Organization 1 will:

- a. The directors of Operation Footprint will be supervise on-site surgical assessment, patient triage, direct surgical oversight and remote conferencing with local doctors and staff. Dr. Marc A. Benard, President of Operation Footprint and Dr. Bhavesh Shah, a Co-Director and Senior Faculty of Operation Footprint; Dr. Steven Schwartz, a Co-Director of Operation Footprint, and Dr. Bruce Werber, a Co-Director of Operation Footprint, will be involved in all aspects of training and curricular development and organizing the other Operation Footprint directors (6 co-directors were present at the 2019 surgical session) and faculty in providing on-site surgical care and training and remote training and patient assessment after the surgical session is completed. Dr. Benard is also Rotary District 7690 Director of International Service. They will also be in close contact virtually thereafter to monitor patient results and discuss future patient management. Specifically:
- b. Operation Footprint surgeons will oversee all preoperative surgical screenings in conjunction with Drs. Ankit and Nimta Varshneya, as well as the postoperative plan for each patient. Operation Footprint will also consult with the physicians rendering postoperative care.
- c. Drs. Benard, Shah and Varshneya will create a surgical schedule for the surgical mission itself.
- d. Operation Footprint surgeons will supervise Agra orthopedic surgeons and orthopedic residents through both hands-on training as well as didactic presentations.
- e. Dr. Benard and Shah will work with the Rotary Club of Agra Taj Mahal and Dr. Ankit Varshneya on determining the additional equipment and instrumentation needed for expanding the functional capacity of the hospital for ordering in India.
- f. Where needed, Operation Footprint will purchase instrumentation not otherwise readily available, or competitively priced in India.
- g. Additional information is provided on grant attachment “training plan GG2118639”

8. ORGANIZATION 2 RESPONSIBILITIES

Describe the specific responsibilities of Organization 2. Organization 2 will:

- a. The Center for Trauma and Joint Replacement, under the supervision of Drs. Ankit and Nimta Varshneya, will donate the use of the physical space and staff for the fulfillment of the

- project, including preoperative, surgical and postoperative care.
- b. The Center for Trauma and Joint Replacement will provide the additional operating and recovery area space for expansion of the functional capacity of the project.
 - c. Drs. Ankit and Nimta Varshneya, representing The Center for Trauma and Joint Replacement, will assist in finding companies relevant to the needed equipment and supplies to carry out the mission and will provide the information to the Agra Taj Mahal host club, the Southern Pines international partner club and Drs. Benard and Shah representing Operation Footprint.
 - d. Drs. Ankit and Nimta Varshneya, representing The Center for Trauma and Joint Replacement, will submit invoices for each case performed (including postoperative patient needs) to host sponsor club committee for review followed by payment .
 - e. Dr. Ankit Varshneya will invite minimum 5 orthopedic surgeons from the Agra Orthopedic Society, as well as orthopedic and general surgery residents from the medical school in Agra to participate in both on site and virtual didactic and surgical care.
 - f. Drs. Ankit and Nimta Varshneya will be responsible for the ongoing maintenance of the equipment and instruments purchased.
 - g. Drs. Ankit and Nimta Varshneya, representing The Center for Trauma and Joint Replacement, will submit surgeons permission papers in individual application to MCI for all overseas surgeons and other medical authorities when and where required .

9. MUTUAL UNDERSTANDINGS

All parties agree that:

- a. The Rotary Grant, if approved, will be awarded to the Host Sponsor and International Sponsor.
- b. The Host Sponsor and International Sponsor will control and manage the Rotary Grant.
- c. The Host Sponsor and International Sponsor will be involved in all stages of the project.
- d. The Host Sponsor and International Sponsor will each have a grant project management committee with at least three members, responsible for managing the project on their behalf.
- e. The Host Sponsor and International Sponsor and the Organizations will abide by the [Terms and Conditions for Rotary Foundation District Grants and Global Grants](#).
- f. The Host Sponsor and International Sponsor affirm that the Organizations are reputable and responsible and act within all laws of the project country.
- g. All grant funds will be received and managed by the Host Sponsor or the International Sponsor and will not be managed by the Organizations.
- h. Grant funds will remain in the designated Rotary Grant bank account until they are needed to pay a vendor or reimburse a purchase.
- i. All payments to vendors and reimbursements to Organizations will be supported by receipts,

- paid invoices, vouchers or written agreements.
- j. The Organizations may contribute funds toward the project, but The Rotary Foundation does not match these funds.
- k. The Organizations' project-related documentation may be subject to independent financial and operational review by The Rotary Foundation.
- l. In their separate club or district qualification memorandum of understanding, the Host Sponsor and International Sponsor have agreed to:
- Ensure that all grant activities, including the conversion of funds from one currency to another, comply with local law
 - Ensure that the project adheres to The Rotary Foundation's stewardship measures and grant management practices
 - Ensure that all people involved in a grant conduct their activities in a way that avoids any actual or perceived conflict of interest
 - Report to the district any potential or real misuse or mismanagement of grant funds
 - Cooperate with any financial, grant, or operational audits
 - Maintain a standard set of accounts, which includes a general ledger and a complete record of all receipts and all disbursements of grant funds
 - Disburse grant funds in accordance with the Terms and Conditions for Rotary Foundation District Grants and Global Grants
 - Maintain records for items that are purchased, produced, or distributed through grant activities
 - Maintain a dedicated bank account to be used only for receiving and disbursing grant funds
 - Have a minimum of two Rotarian bank account signatories from the sponsoring clubs or districts for disbursements
 - Maintain a separation of duties for handling funds so no one person is solely in control of them
 - Maintain a written plan for transferring custody of bank accounts in the event of a change in signatories
 - Retain bank statements to substantiate the receipt and use of grant funds
 - Retain grant documents in a location known by and accessible to club and district officers
 - Retain grant documents for a minimum of five years, or longer if required by local law

10. CONFLICTS OF INTEREST

Any real or perceived conflicts of interest must be disclosed to The Rotary Foundation, in compliance with The Rotary Foundation's Conflict of Interest Policy for Program Participants in the Terms and Conditions for Rotary Foundation District Grants and Global Grants. This includes any instances of

Rotarians acting as vendors or serving as trustees, directors, officers, or staff of one of the Organizations. If in doubt, any potential conflict should be disclosed.

Identify any real or perceived conflicts here:

Dr. Bhavesh Shah is a senior surgeon and Co-Director of Operation Footprint (Organization 1)

Dr. Marc Benard is a senior surgeon and Co-Director of Operation Footprint (Organization 1)

The role of Operation Footprint's surgeons is specifically humanitarian and educational. Neither Operation Footprint, nor any of its participating faculty, have any financial interest in this project.

11. MODIFICATION

Modifications to this document will be made by mutual consent of the parties. A written modification, signed and dated by all parties and approved by The Rotary Foundation, must be issued before acting on any changes.


12. CONTACT INFORMATION

Your privacy is important to Rotary International and The Rotary Foundation (collectively, "Rotary") and the personal data you share with Rotary will only be used for official Rotary business, such as in relation to the Rotary Grant. Personal data collected on this form is subject to [Rotary's privacy policy](#).


13. AUTHORIZATIONS

By signing below, the parties agree to the terms of this memorandum of understanding.

Host Sponsor authorization:

Signature:  Date: Date 05 / 30 / 2021
Director of International
Service, Agra, Taj Mahal
Printed Name: Rahul Wadhwa Position: Rotary Club
29 , Nikhil Garden Phase-1Taj Nagri Phase-IINr. Parsvnath Panchvati
Postal Address: FlatsAgra, 282001, IndiaUttar Pradesh
Phone: +91 9412263054 Email: rahul@agratajmahalrotary.org

International Sponsor authorization:

Signature:  Date: Date May 29, 2021
Printed Name: Marc A. Benard, DPM Position: Southern Pines Rotary Club
Postal Address: **P.O. Box 2023, Southern Pines, NC 28388**
Phone: 310-918-2121 Email: info@southernpinesrotary.org

Organization 1 (Operation Footprint) authorizations:

Printed Name: Marc A. Benard, DPM Position: Co-Director


Printed Name: Bhavesh Shah, DPM Position: Co-Director

Printed Name: Stephen Schwartz, DPM Position: Co-Director

Printed Name: Bruce Werber, DPM Position: Co-Director

Signature:  Date: Date: May 29, 2021

Signature:  Date: Date: 05/30/2021

Signature:  Date: Date 05 / 30 / 2021

Signature:  Date: Date 05 / 30 / 2021

Printed Name: Operation Footprint

Postal Address: 100 South Doheny Drive, Suite 1111, Los Angeles, CA 90048, USA

contact@operationfootprint.org

Phone: 310-918-2121 Email: _____

Organization 2 authorization:

Signature: Dr. Ankit Varshneya Date: Date 05 / 30 / 2021

Printed Name: Dr. Ankit Varshneya **Position:** Director, The Center for Trauma And Joint Replacement

Postal Address: 5-A, Mahatma Gandhi Rd., Raja Ki Mandi, Civil Lines, Agra, Uttar Pradesh 282002, India

Phone: +91 87550 53777 Email: drankitorth@gmail.com

TIPS FOR COMPLETING THIS FORM

GENERAL

If you're working with just one organization, provide information for Organization 1 only. Always include the Rotary Host Sponsor and International Sponsor.

PROJECT OBJECTIVES

In this section, project partners outline the overall goals of the project that all partners hope to achieve together.

For example:

- Improve the quality of education students receive at Community Primary School
- Improve the quality of care for cancer patients at Community Hospital
- Increase farmers' yields by 10% through drip irrigation

RESPONSIBILITIES SECTIONS

Meeting with all project partners to assign responsibilities and record them in writing can prevent conflicts and increase your project's chances of success. It helps ensure that everyone agrees on the basics of the project plan and prevents confusion during implementation. When you define the responsibilities of each partner, carefully consider their resources and skills. Remember that each project has its own unique roles and responsibilities that are essential for effective implementation. List detailed and specific responsibilities for your project.

Questions to consider when determining responsibilities:

- Who will provide technical and professional services? What specific services will be provided, or what specific skills are needed?
- What types of staffing, infrastructure, or equipment is required, and who will provide those?
- Who will provide training, mentoring, education, advocacy, and financial review?
- Who will direct and coordinate local community education and public relations?
- Who will seek community support and resources for the project?
- Who will manage the grant funds and pay suppliers, vendors, and contractors?
- Will cooperating organizations submit itemized expense statements and receipts before they receive grant funds?
- Who will direct and coordinate fundraising efforts?

- Who will pay for long-term equipment maintenance, operations, programming, and staffing after Rotary Grant funding ends? (Note that Rotarians may continue to support the project, but the project should not depend solely on that support.)
- Who will prepare Rotary Grant reports? Who will collaborate on reporting?
- How will financial records be stored? Who will maintain these records? What is the document retention plan?
- Who will measure and evaluate the project's outcomes? How will they do this? Who will collect results? How will the outcomes be shared?

MUTUAL UNDERSTANDINGS

For legal reasons, the Foundation needs this section to remain as it is. It must not be added to or edited. We understand that, for certain relationships, Rotarians may need to sign a second MOU or contract to comply with local laws. Even in such cases, however, the Foundation needs this MOU to be submitted with your grant application.

AUTHORIZATIONS

Make sure that all parties have signed the MOU. If any signature is missing, it will be considered incomplete. Each sponsor and organization should decide who will represent it as a signatory.

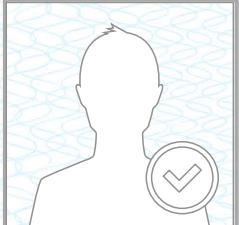


If you have any concerns or questions, your regional grants officer can review your MOU before it is signed to make sure it's complete.

Signature Certificate

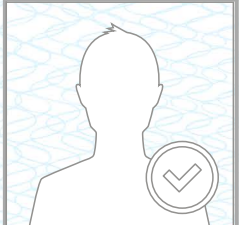


Document Ref.: MNRPM-KZETF-PTMWU-54SMH

Document signed by:

	Bruce Werber Verified E-mail: drwerber@thrivell.com	
IP: 67.231.17.96 Date: 30 May 2021 16:44:38 UTC		

	Rahul Verified E-mail: rahul@agratajmalrotary.org	
IP: 117.201.67.77 Date: 30 May 2021 16:49:33 UTC		

	Steve Schwartz Verified E-mail: doctoers@gmail.com	
IP: 174.193.212.20 Date: 30 May 2021 17:14:22 UTC		

	Bhavesh Shah E-mail: bshahfoot@hotmail.com Signed via link	
IP: 104.15.39.132 Date: 30 May 2021 17:35:14 UTC		

Document completed by all parties on:
30 May 2021 17:35:14 UTC

Page 1 of 1



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Document signed by:

	<p>Dr. Ankit Varshneya Verified E-mail: drankitorth@gmail.com</p>	<p><i>Dr. Ankit Varshueya</i></p>
<p>IP: 106.223.181.99 Date: 31 May 2021 00:09:33 UTC</p>		

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Page 1 of 1



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