

SERVICE AGREEMENT

THIS "Agreement" is entered into on February 19th, 2026 between

Royal Commonwealth Society for the Blind (commonly known as "Sightsavers India"), a Trust registered with Maharashtra Public Trust Act, 1950, having its registered office located at A-3, Shivdham, New Link Road, Kanchpada, Malad (W), Mumbai and principal office at 45, Okhla Industrial Estate, Phase III, New Delhi-110020 represented herein by its **Senior Director - PO & RMCS, Mr. Avijit Dey** hereinafter referred also to as the "Sightsavers India", which expression shall unless otherwise repugnant to the context or meaning thereof, mean and include, all its successors, administrators, and representatives

And

IIHMR University, hereinafter referred also to as the "IIHMR" having Office at - 1, Prabhu Dayal Marg, Near Sanganer Airport, Jaipur - 302029 India, which expression shall unless otherwise repugnant to the context or meaning thereof, mean and include, all its successors, administrators, and representatives

This agreement shall be effective as of February 20th, 2026 and will continue up to March 31st, 2026.

WHEREAS, IIHMR is engaged in carrying out the work described in the attached Terms of Reference (ToR) which is part of this services contract;

WHEREAS, Sightsavers India wishes to utilize the services of IIHMR in Consultancy services for Gap Analysis and Service Continuation Assessment of Urban Eye Health Services among Urban Poor in Hyderabad (Refer to Annexure I)

WHEREAS the IIHMR and Sightsavers India are jointly referred to as Parties and individually referred to as Party.

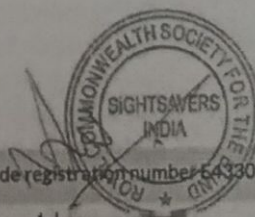
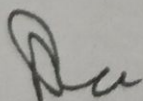
NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

IIHMR will provide services to Sightsavers India, in accordance with the Terms of Reference (ToR) which shall be deemed to be forming part of this Agreement in Annexure I.

2. Term of agreement

This agreement shall be effective from February 20th, 2026 to March 31st, 2026. unless terminated earlier in terms of the provision of the termination (Clause 19) under this agreement.



Sightsavers India is registered as "Royal Commonwealth Society for the Blind" under Bombay Public Trust Act 1950 vide registration number 64330.

Registered office

A-3, Shivdham, New Link Road, Kanchpada,
Malad (west) Mumbai - 400 064
Phone: +91 22 28820808/1919

Head office

45, Second Floor, Okhla Industrial Estate-III,
New Delhi - 110 020
Telephone : +91 11 41017231

E-mail: indiaweb@sightsaversindia.org | Website: www.sightsaversindia.org

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3. Price and Payment Terms

- a. Refer to **Annexure II** for details on Pricing and Payment terms.
- b. All payments would be subject to Tax Deducted at Source (TDS) as per the provision of Section 194 and 206 of the Indian Income Tax Act, 1961. or any other laws as may be applicable from time to time.

4. No conflict:

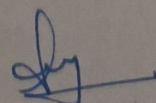
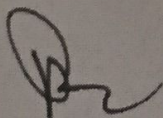
In signing this agreement **IIHMR** is not aware of any matters or interests that might affect his/her ability to carry out his/her duties or the performances of the services in accordance with terms and conditions of this agreement.

5. Defective work:

- a) If any Goods/Services are defective in material or workmanship or otherwise do not conform to this Agreement, Sightsavers India may:
- b) require **IIHMR** to repair or replace at **IIHMR** cost any such nonconforming Goods/Services within 30 days of notification for the same;
- c) require **IIHMR** to refund the price of any such Goods/Services within 30 days of notification for the same; or
- d) elect to retain and correct any such Goods/Services with an appropriate price reduction to offset Sightsavers India's costs of making correction(s). Nothing, including any final inspection, shall relieve **IIHMR** from its responsibility to correct or replace Goods/Services defective as a result of fraud, recklessness or latent defects.
- e) In case goods / services are not provided as per commitment, the **IIHMR** is liable to return cost on pro rata basis" and also any advance paid by Sightsavers India within 30 days or any such other time frame as may be mutually agreed.
- f) All these remedies/actions are without prejudice to rights under clause 19 (Termination of Agreement) of this agreement and any other rights/remedies available to Sightsavers India under the law and under this agreement.

6. Confidentiality information

- a. All information relating to Sightsavers India that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by **IIHMR** and shall not be disclosed or used except to the extent that such disclosure or use is reasonably necessary to the discharge and performance of the work assigned.
- b. All information relating to **IIHMR** that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Sightsavers India and shall not be disclosed or used by Sightsavers India except to the extent that such disclosure or use is reasonably necessary to the performance of Sightsavers India's duties and obligations under this Agreement.
- c. These obligations of confidentiality shall survive for a period of six months after the termination of this agreement but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation or is required to be disclosed by Applicable Laws or judicial or administrative



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or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the disclosing party shall give the other prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment.

7. Warranty and Disclaimer

IIHMR warrant that they will work in a workmanlike manner, and in conformity with generally prevailing industry standards. This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose and any oral or written representations, proposals or statements made on or prior to the effective date of this agreement.

8. Dispute Resolution

8.1 Amicable settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

8.2 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 8.4.

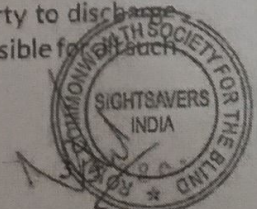
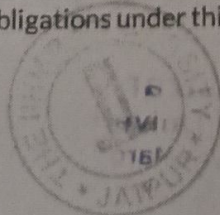
8.3 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

8.4 Conciliation In the event of any Dispute between the Parties, either Party may call upon the head of the organization/ individual or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 8.3 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 8.5.

8.5 An Arbitrator to be agreed between the parties shall be appointed or failing such agreement, the President of the Indian Council of Arbitration shall nominate an Arbitrator on application by Either party. The Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be New Delhi. All disputes arising between the parties shall be subjected to the jurisdiction of the Courts in Delhi only and in no other courts.

9. Status of the Party:

9.1 Notwithstanding anything contrary under this agreement or elsewhere, it is made clear and agreed between the parties, that nothing here shall be deemed to construe any direct or indirect, employer-employee relationship between Sightsavers India and any employee, independent contractor, IIHMR employed/engaged/hired by the IIHMR party to discharge any and all of its obligations under this agreement. IIHMR shall be solely responsible for all such



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person/employees, to discharge statutory obligations, liabilities and entitlements, including but not limited all applicable labour laws. The IIHMR shall keep Sightsavers India indemnify and harmless for claims of any nature, by any such person/employees of the IIHMR. The IIHMR will have no claims over any employment related benefits (Gratuity, Provident Fund, Leave encashment etc) from Sightsavers India.

9.2 For all purpose hereof and in the performance of the obligations under this agreement, the IIHMR is and shall remain an independent contractor, and nothing in this agreement or the statement of work shall be deemed to construe to create joint venture, master agent, or partnership (subject to what is clearly agreed under this agreement) between the parties. Neither party shall have the authority to commit any obligations on behalf of other party to make any promise, representation nor contract of any nature on behalf of other party subject to what is clearly agreed in writing between the parties.

10. The IIHMR' Obligations:

10.1. IIHMR shall perform the services conscientiously and shall devote his best efforts and abilities thereto, at such time during the term thereof, in such manner as the Sightsavers India and the IIHMR shall mutually agree.

10.2. Without prejudice to its general obligation of proper performance of the services, the IIHMR shall be able, with complete freedom and independence, to organize its activities and shall only have to render account of the specific duties or services accomplished under the present Agreement but shall not be required to account for his working methods. The Sightsavers India shall never exert over the IIHMR any part of authority, which an employer is normally vested with. However, IIHMR shall also comply with Sightsavers India polices when on Sightsavers India premises.

11. Non-Exclusivity:

This Consultancy Agreement is non-exclusive. Sightsavers India is free to consult other experts in the IIHMR's field of specialization and the IIHMR retains the right to provide similar services to other parties. But in case such parties carry on any activities in competition or direct conflict with the activities of the Sightsavers India, then IIHMR must take consent of Sightsavers India

12. Prior agreements

This Agreement constitutes the entire agreement between the parties relative to the matters referred to herein and supersedes any other agreement, whether oral or writing, which may have existed between the Sightsavers India and the IIHMR. Any modification or amendments of this Agreement shall be in writing and shall become effective if and when signed by both parties

13. Entire Agreement

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations, commitments, either oral or written between the Parties respecting the subject matter hereof.



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14. Assignment

The Parties shall not be entitled to, nor shall they purport to, assign transfer, charge or otherwise deal with all or any of its/ their rights and/ or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in it, in whole or in part.

15. Future Agreements and Amendments to this Agreement

- a. This Agreement may be amended or modified from time to time only by a written instrument executed by both the Parties. The Parties shall meet at mutually convenient places or communicate using suitable mode and at suitable times to discuss all such matters related to, coincidental and collateral to the rendering and availing of services, including but not limited to the territorial and periodic extent of service, service charges and manner of service.
- b. No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is made by an instrument in writing and signed by duly authorized representatives of each of the Parties hereto. The expression "variation" shall include any variation, amendment, supplement, deletion or replacement however effected.

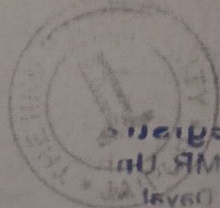
16. COVID 19

It is agreed that considering COVID 19 scenarios during the consultancy period, the IIHMR would be self-responsible to follow all norms as provided by the Government of India and State Governments during the travel period. It will be the IIHMR's responsibility to follow all social distancing norms as well as all protocols applicable during the service delivery period. The IIHMR agrees that Sightsavers India will not be liable for any risk or liability which may arise out of COVID19 infections contracted at or during performance of the assignment. The IIHMR will indemnify Sightsavers India and its respective personnel entirely harmless from and against any claims of any such nature.

17. Force Majeure

17.1 Neither party shall be held responsible for any delay nor is failure in performance of any part of this Agreement to the extent such delay caused by force majeure events or circumstances beyond the delayed party's reasonable control.

17.2 Force Majeure definition (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, pandemic or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or



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other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

17.3 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

17.4 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

18. Fairness and Good Faith

18.1. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

18.2. The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

19. Termination of Agreement

A. By Sightsavers India:

- a. Sightsavers India may, terminate this agreement any time by giving 30 days prior notice to the IIHMR.
- b. Notwithstanding anything hereinabove, Sightsavers India may terminate this agreement without any prior notice if: (a) the IIHMR fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within 15 (fifteen) days of receipt of such notice of remedy by Sightsavers India. (b) the IIHMR becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; (c) the IIHMR submits Sightsavers India a statement which has a material effect on the rights, obligations or interests of Sightsavers India and which the IIHMR knows to be false; (e) any document, information, data or statement submitted by the IIHMR in its Proposals, based on which the IIHMR was considered eligible or successful, is found to be false, incorrect or misleading; (f) as the result of Force Majeure, the IIHMR is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days.

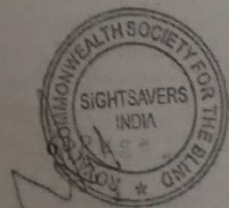
B. By the IIHMR:

The IIHMR may, by not less than 30 (thirty) days' written notice to Sightsavers India may terminate this agreement at any time.

20. Cessation of rights and obligations Upon termination of this Agreement:



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Pursuant to termination of this agreement in terms of clause 19, or upon expiration of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality; and (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

21. Cessation of Services:

Upon termination of this Agreement by notice of either Party to the other pursuant to clauses 19 hereof, the **IIHMR** shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Sightsavers India may ask the **IIHMR** to complete any pending work at hand.

Upon termination of this Agreement, Sightsavers India shall make the payments to the **IIHMR** for Services satisfactorily performed prior to the date of termination (after offsetting against these payments any amount that may be due from the **IIHMR** to Sightsavers India). In case any advance has been paid to the service provider, subject to adjustment of any agreed payment for such goods/services which are in complete conformity and in full satisfaction of Sightsavers India, the service provider shall refund the remaining advance payment with immediate effect and without any delay or demur. Sightsavers India reserves the right for recovery of any such unrefunded advance, apart from any other remedies available under the law or this contract. Upon termination of this Agreement, Sightsavers India may request that **IIHMR** to return or destroy all Information of Sightsavers India that may in the possession/control of **IIHMR**.

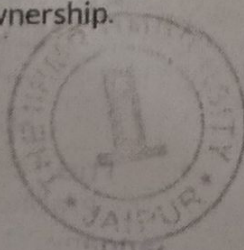
22. Notice

That any notice required to be served upon by one Party hereto shall be sufficiently served upon if posted by Registered A/D or sent by Courier or left at the address of the other Party hereto first given. In the event of any change in the above addresses, the party whose address changes, shall inform the other party of such change ("Changed Address") by written notice, after which time the Changed Address will be that party's address for the service of notices.

23. Intellectual Property

IIHMR certifies that all materials created hereunder for Sightsavers India shall be original work and that no third party shall hold rights in or the services. **IIHMR** agrees a). All rights to the services shall belong to Sightsavers India and be deemed work for hire; and b). On Sightsaver's India request, **IIHMR** shall provide Sightsavers India all materials containing the services, including deliverables, and any documentation required to show Sightsavers India ownership of the services.

All Intellectual Property rights in the deliverables will constitute work made for hire under the applicable copyright laws and will be owned exclusively by Sightsavers India. To the extent that title to any deliverable does not vest in Sightsavers India as a matter of law, or to the extent the deliverables is not deemed a 'work made for hire' under applicable law, **IIHMR** hereby assigns and agrees to assign all right, title and interest in and to the deliverable to Sightsavers India immediately upon payment for the same. The **IIHMR** agrees to take all necessary steps and execute all documents reasonably required by Sightsavers India, to effectuate the vesting of such title and ownership.



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24. Governing law

This agreement shall be governed by and constructed and enforced in all respects in accordance with the law in force in India, including its statutes of limitation. The courts in Delhi shall have the exclusive jurisdiction in this regard. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the least degree possible in order to make the agreement effective under the Act.

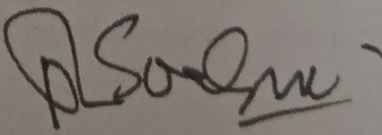
25. Miscellaneous Provisions:

- a. Parties will respect and protect the Intellectual Property rights and Trademark rights of other and IIHMR shall use the same only to the extent as required for the performance of their services and in accordance with the Sightsavers India policies in this regard.
- b. IIHMR shall be independently responsible to comply with all laws, regulations, licensing requirements and other compliance requirements in relations to the services being provided and will keep Sightsavers India indemnified and harmless in this regard.
- c. Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement, and/or willful misconduct or negligence. IIHMR shall indemnify and keep indemnified and hold harmless Sightsavers India from all damages, claims, penalties, fines, costs and expenses and/or from any actions, claims, litigations, notices resulting from or related to any omissions or commissions by IIHMR with respect to any transactions or activities undertaken by IIHMR pursuant to the scope of service under this agreement, from anyone including any third party.

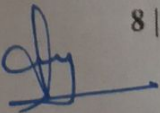
26. Propriety & Ownership

This initiative is commissioned by Sightsavers India. All outputs, including documents, data, reports, and recommendations produced under this assignment, shall remain the sole property of Sightsavers India. SCEH shall not use, reproduce, present or distribute any portion of the work for external purposes without prior written consent from Sightsavers India.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

For Royal Commonwealth Society for the Blind (Sightsavers India)	IIHMR University
 Name: Mr. Avijit Dey Designation: Senior Director - PO & RMCS	 Name: P.R. Sodani Designation: President

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ANNEXURE I

TERMS OF REFERENCE (TOR)

1. Background and Context

Sightsavers India has been implementing the Amrita Drishti - Urban Eye Health Programme in Hyderabad to improve eye health outcomes among urban poor and underserved communities by expanding access to quality and affordable eye care services.

The programme deploys Mobile Vision Centres (MVCs) to deliver community-based eye screening, refraction, cataract identification, Diabetic Retinopathy (DR) and glaucoma screening, and referrals for secondary and tertiary care in slum pockets and peripheral urban areas.

At the end of three years of implementation, Hyderabad's urban poor settlements have undergone demographic shifts, population mobility, and spatial reconfiguration. In this context, a gap analysis is required to assess the continued relevance of MVC services, the extent of geographic and population coverage achieved, gaps between awareness and utilisation, and emerging areas of unmet demand. The study will integrate selected Knowledge, Attitude, and Practice (KAP) components to explain observed service gaps and inform strategic decisions for the next phase of the programme.

2. Purpose of the Study

The purpose of this study is to generate evidence on service need, reach, utilisation, and future positioning of the Mobile Vision Centre model among urban poor communities in Hyderabad, to guide programme continuation, rationalisation, and expansion in the next phase.

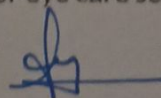
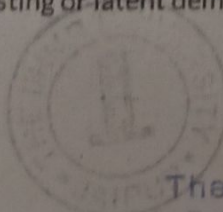
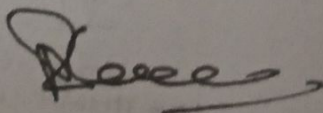
3. Study Objectives

Overall Objective

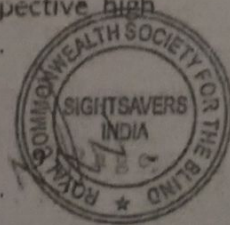
To conduct a gap analysis of eye health awareness, service coverage, utilisation, and demand among urban poor communities in Hyderabad and to assess the continued need and optimal configuration of Mobile Vision Centre services beyond the third year of implementation.

Specific Objectives

1. To assess gaps in eye health awareness and knowledge related to common eye conditions and available services.
2. To examine gaps between attitudes towards eye health care and actual utilisation of preventive and curative services.
3. To estimate geographic and population coverage of MVC services across identified slum locations.
4. To determine whether MVC services are still required, and to characterise the level and nature of demand at the end of three years.
5. To identify uncovered and under-served slum pockets and map prospective high accessibility locations with existing or latent demand for eye care services.



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6. To analyse the influence of demographic and migration-related changes on eye health needs and service utilisation.
7. To assess user satisfaction, acceptability, and perceived quality of MVC services.
8. To develop a practical implementation plan for the next phase, including recommendations on continuation, relocation, expansion, or integration with government health services.

4. Scope of Work

The study will include:

- Assessment of awareness, attitudes, and practices related to eye health
- Analysis of service utilisation and referral pathways
- Mapping of slum coverage and identification of service gaps
- Demand assessment and prospective location analysis
- Review of demographic trends affecting service needs
- Stakeholder consultations to inform future programme design

5. Expected Deliverables

Sl. No	Deliverable	Description
1	Inception Report	Methodology, gap analysis framework, sampling plan, tools, work plan
2	Training & Pilot Report	Training documentation and finalised tools
3	Fieldwork Completion Report	Coverage summary, data quality checks
4	Draft Gap Analysis Report	Key findings, gap mapping, service need assessment, recommendations
5	Final Report & Presentation	Final report and next-phase implementation roadmap

6. Agency Responsibilities

The selected agency will:

- Design and implement the gap analysis integrating selected KAP components
- Conduct ethical, high-quality data collection and analysis
- Ensure data confidentiality and quality assurance
- Deliver all outputs within agreed timelines
- Coordinate closely with Sightsavers India's Programme and PPRL teams



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7. Eligibility Criteria for Research Agency

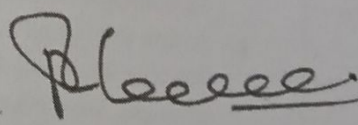
- Minimum 3 years of experience in public health evaluations or gap analysis studies
- Experience in eye health, urban health, or community-based research preferred
- Demonstrated expertise in quantitative and qualitative methods
- Capacity for digital data collection and statistical analysis

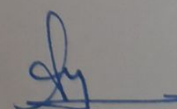
8. Data Ownership and Confidentiality

All data and outputs will remain the property of Sightsavers India and may not be shared without prior written approval.

9. Reporting and Coordination

The agency will report to the Senior Manager – Programme Performance, Research and Learning (PPRL) and provide bi-weekly progress updates.

For Royal Commonwealth Society for the Blind (Sightsavers India)	IIHMR University
 Name: Mr. Avijit Dey Designation: Senior Director – PO & RMCS	 Dr. P. R. Soodani President



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