

### **Consulting Agreement**

This agreement has been entered into on the \_\_\_\_\_

The validity of the agreement shall begin from \_\_\_\_\_ and continue for a period of \_\_\_\_\_.

This Consulting Agreement (the “Agreement”) states the terms and conditions that govern the contractual agreement between **Doctor Plus** having its principal place of business at No:1, Subbiaha Reddy Block, Ulsoor, Bangalore - 560008 , and

Dr. \_\_\_\_\_ residing / practicing at No: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

who agrees to be bound by this Agreement.

**WHEREAS**, Doctor Plus is a technology company with online audio/video consultation platform intended to promote telemedicine for the benefit of the general public and wishes to tie up with Dr. \_\_\_\_\_ to promote and use his/her expertise in their respective field of medicine. Herein referred to as the **‘FIRST PARTY’**

**WHEREAS**, Dr. \_\_\_\_\_, is a \_\_\_\_\_ (Speciality) and an expert in his field, having a valid degree issued by the \_\_\_\_\_ University with Medical Council Registration no. \_\_\_\_\_ herein referred to as the **‘SECOND PARTY’**.

**NOW, THEREFORE**, In consideration of the mutual covenants and promises made by the parties hereto, Doctor Plus and Dr. \_\_\_\_\_ (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

## 1. Consulting Services

Dr. \_\_\_\_\_ agrees that he/she shall be available between \_\_\_\_\_ to \_\_\_\_\_ (time) to provide online audio/video consultation and prescription for the users of Doctor Plus. The same is better defined under “[Scope of services.](#)”

## 2. Medical ethics, Data privacy and Confidentiality

Patient’s personal data should not be disclosed or transferred without written consent of the patient. Principles of medical ethics, including professional norms for protecting patient privacy and confidentiality as per Indian Medical Council Act, 1956 shall be binding and must be upheld and practiced. The same is better defined under “[Telemedicine practice guidelines](#)”

## 3. Non-solicitation of Customers / Patients

During the term of this Agreement, the doctor will not, directly or indirectly, solicit or attempt to solicit the users of Doctor Plus.

## 4. Indemnification

Dr. \_\_\_\_\_ to indemnify, defend, and protect Doctor Plus from and against all lawsuits and costs of every kind pertaining medical advice and prescription given to the users of Doctor Plus. He will further indemnify Doctor Plus against any malpractices, taxes, penalties, fines pertaining to his personal profession.

## **5. Compensation / Consultation Fee**

In consideration for the services provided, Doctor Plus shall compensate

Dr. \_\_\_\_\_ INR \_\_\_\_\_ per consultation.

The amount for follow up within a period of \_\_\_\_\_ days will be INR \_\_\_\_\_.

Doctor Plus shall pay the said amount directly into the registered bank account of doctor **by the end of every week**. Detailed transaction records of the same shall be maintained within the app/website.

Tax Deduction at Source (TDS) will be deducted from the payments once the doctor will be eligible for the same.

## **6. No Modification Unless in Writing**

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

## **7. Applicable Law**

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Karnataka and subject to the exclusive jurisdiction of the federal and state courts located in Bangalore, Karnataka.

## **8. Termination**

This agreement shall, unless otherwise terminated as provided in this clause, commence on the Effective Date and shall continue thereafter and automatically renewed for successive periods, unless either party notifies the other party of

termination, in writing, at least **30 days** before the end of any Renewal Term, in which case this agreement shall terminate upon the expiry of the Renewal Term.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written. Signed & Stamped for and on behalf of

FIRST PARTY	SECOND PARTY
<b>BS.Tejas</b> Partner, Doctor Plus, B&S Associates Phone : 99803-88668	Dr. _____ Medical ID : _____ Phone : _____

## ANNEXURES

### Scope of services

1. Provide online audio/video consultation with the users of Doctor Plus app.
2. Provide online prescription / further investigations at the end of consultation.
3. Provide a stipulated time during the day for consulting with the users of Doctor Plus app.
4. Once the appointment is scheduled, the doctor should make himself available during the given time.
5. If the doctor is not available at the given time, the same should be informed at least 30 minutes before the appointment time.

### Telemedicine practice guidelines - 07 April 2020, issued by the Central Council of Indian Medicine (CCIM)

#### Guidelines Section 3.7.1

- a. **3.7.1.1** - Principles of medical ethics, including professional norms for protecting patient privacy and confidentiality as per IMC Act, 1956 shall be binding and must be upheld and practiced.
- b. **3.7.1.2** - Registered Medical Practitioner would be required to fully abide by IMC (Professional Conduct, Etiquette and Ethics) Regulations, 2002 and with the relevant provisions of the IT Act, Data protection and privacy laws or any applicable rules notified from time to time for protecting patient privacy and confidentiality and regarding the handling and transfer of such personal information regarding the patient. This shall be binding and must be upheld and practiced.

- c. **3.7.1.4 - Misconduct** - It is specifically noted that in addition to all general requirements under the MCI Act for professional conduct, ethics, etc, while using telemedicine all actions that wilfully compromise patient care or privacy and confidentiality, or violate any prevailing law are explicitly not permissible.

Some examples that are not permissible:

- RMPs misusing patient images and data especially private and sensitive in nature (eg RMP uploads an explicit picture of patient on social media etc.)
- RMPs who use telemedicine to prescribe medicines from the specific restricted list.
- RMPs are not permitted to solicit patients for telemedicine through any advertisements or inducements.

- d. **3.7.1.5 - Penalties** - As per IMC Act, ethics and other prevailing laws.

## **Guidelines Section 3.7.2**

It is incumbent on RMP to maintain the following records/documents for the period as prescribed from time to time.

- a. **3.7.2.1** - Log or record of telemedicine interaction (eg. Phone logs, email records, chat or text record, video interaction logs, etc)
- b. **3.7.2.2** - Patient records, reports, documents, images, diagnostics data, etc (digital or non-digital ) utilized in the telemedicine consultation should be retained by the RMP.

- c. **3.7.2.3** - Specifically, in case a prescription is shared with the patient, the RMP should ensure legal requirements of a regular prescription.

**Guidelines Section 4. Page 26:**

- The RMP may ask the patient to provide relevant information (complaints, information about any other consults for the same problem, available investigation and medication details, if any). The patient shall be responsible for accuracy of information shared by him/her with the RMP.
- If the RMP feels that the information provided at this stage is inadequate, then he/she shall request for additional information from the patient. This information may be shared in real time or shared later via email / text as per the nature of such information. The consultation may be resumed at a rescheduled time after receipt of the additional information (this may include some laboratory or radiological tests) in the meantime, the RMP may provide health advice as appropriate.
- If the RMP is satisfied that he/she has adequate patient information for offering a professional opinion, then he/she shall exercise one's professional judgement for its suitability for management via telemedicine.
- If the situation is not appropriate for further telemedicine consultation, then the RMP should provide health advice / education as appropriate, and or refer for in-person consultation.