1. **Scope of Work**

PricewaterhouseCoopers Private Limited will provide the following services

* Technical support to NHA in ABDM implementation around ABDM 'building blocks' and its 'adoption'.
* Reportable to Sri Vikram Pagaria, Addl Secretary, NHA and Mr.Neel Ratan, Technical Advisor to CEO, NHA.
* They will work along with technical resources (Krishan and Komal) being provided by AHI.
* They will submit periodic report

**Project Deliverables:**

A monthly/weekly status report on the key activities undertaken will be submitted.

**Assumptions**

1. The services do not constitute an audit conducted in accordance with generally accepted auditing standards, an examination of any type, an accounting opinion, or other attestation or review services in accordance with standards established by any accounting or regulatory body and, accordingly, we will not express an opinion or provide any other form of assurance on accounting matters or financial statements or any financial or other information (including prospective financial information / financial information about the future), or operating and internal controls of any entity (collectively, ‘Attestation Services’).
2. PwC’s analysis of data, estimates, reports and statistics will be limited to the extent of relevant data available through open desktop research of information in the public domain, articles or statistics. PwC will not independently verify or validate such information and accordingly assume no responsibility and their services will be carried out on the basis that such information is accurate and complete.
3. The services and the deliverables are provided solely for your internal benefit and use and only for the purpose set out in this contract.
4. PwC will not be called upon to explain, prove or defend our deliverables at, or before, any forum or authority.
5. The client shall neither reproduce all or part of any deliverable on any website or in any public document or statement, nor shall it use the PwC name or logo on any website or in any public document or statement, without obtaining the prior written consent of PwC.
6. The decision whether to proceed with any course of action solely rests with AHI and our work and findings should not in any way constitute a recommendation to, or a decision on behalf of, AHI management. It will be AHI’s responsibility to allocate appropriate management resources to make significant decisions and judgments that are the proper responsibility of management, evaluate PwC’s findings and decide on future courses of action.
7. PwC will not take or make decisions or act on behalf of the client.
8. PwC will not act in the capacity of the client.
9. PwC will not chair any internal meeting of the client or attend meetings with third parties in place of the client
10. It will be the responsibility of the client to identify the core member team who PwC will assist on this assignment.
11. At all times, PwC will not assign responsibilities to the client personnel; act in a supervisory capacity over members of the client project team or act as employees under the supervision of the client
12. Data Obtained from open desktop research will be triangulated to reach the final analysis. Any future projections and assumptions will be made on the basis of currently available knowledge and estimates.
13. Any changes to the scope of work, beyond that agreed in this agreement, shall be made only after due consultations between the parties and must be agreed upon in writing.
14. **Scope exclusions**:

Given the paucity of authentic data sources, the data will be based on a combination of open desktop research, insights of the PwC team and industry experts

* The scope of services shall not include:
* Representations to any investors or other third parties
  + Technical and/or operational assessment of any of the healthcare establishment in India
  + Any taxation, legal or regulatory advice

1. **Key Assumptions**

The Scope of Work contained is based on the following assumptions:

* 1. Coverage: The scope of the engagement is limited to what is defined under the section project scope.
  2. Once a deliverable has been submitted, PwC expects feedback from client within 7 working days from the date of submission. If no feedback is received within the stipulated time, the deliverable will be deemed to have been accepted by client.
  3. PwC should not be held responsible for slippage of schedule due to non-availability of personnel from client side and delay in providing information or obtaining feedback. In case this happens, PwC will refer the matter to Project Steering Committee for taking appropriate action
  4. The success and outcome of the engagement will be the responsibility of the client based on the decisions made by them
  5. PwC will not prepare any client specific action lists or progress reports
  6. Given the paucity of authentic data sources in India the data will be based on a combination of secondary research and insights of the PwC team, and industry experts.
  7. The Industry Experts, internal and external stakeholders will be identified in discussion and in pre-consultation with the Access Health International Team.
  8. PwC will not verify or audit the accuracy of information available from the above said resources. PwC Team will rely on data available from open desktop research that we will not be independently verifying.
  9. While the engagement may involve some analysis of financial information, it does not include an audit or validation of such financial and other information. Accordingly, PwC does not assume any responsibility and makes no representations with respect to the accuracy or completeness of any information provided by the Management.
  10. The Management shall render all necessary assistance and furnish such explanations and clarifications, as may be sought by PwC, for the smooth conduct and timely completion of the assignment.
  11. The Management shall recognize its full responsibility for any decision which it makes based on the work of PwC and it shall be its duty to bring its own judgment to bear and to consider all related matters before reaching such decision.

1. **Project approach and methodology**

An open desktop research by means of reviewing secondary literature on any industry statistics, public policies and guidelines and plugging in the gaps with relevant inputs from the industry stakeholders will be adopted.

1. **Fees, expenses, and billing milestone**

The total fees payable to us by you for this project as per the scope defined in this Agreement is INR 4,920,000 as project fee excluding Tax and OPE; Tax rate as applicable; OPE to be billed on actual (Including the cost of open desktop research).

PwC Team will raise invoice on monthly basis. **You** will make payment on such invoice within 15 days’ of its receipt. However, any inadvertent delay or omission in raising an invoice, will not disqualify us from claiming such fees under the subsequent invoices to be raised by us.

The entire fee/compensation, not exceeding INR 4,920,000 for 6 months along with additional 10% to travel excluding Tax and Out of Pocket Expenses (Tax rate as applicable; Out of Pocket Expenses to be billed on actual) would be paid, to be used by the PricewaterhouseCoopers Private Limited

PwC Team will raise invoice on monthly basis. ACCESS Health International will make payment on such invoice within 15 days of its receipt.

PwC also reserves the right to recover allocated expenses, in the form of a two percent (2%) engagement administration charge (EAC) on the fixed professional fee which represents a recovery of expenses such as printing & stationery, telecommunication costs, other costs which are not always identifiable to specific engagements.

**5.1 Reimbursement of Out-of-Pocket Expenses and charges**

In addition to the above stated professional services fees AHI will either make suitable arrangements on its own or fully reimburse PwC for our out-of-pocket expenses (OPE) and charges per Cl. 5.2 below at actuals, including, without limitation, for the following items:

1. Economy class airfare for PwC Project Team and PwC Quality and Risk Management Team members, who would periodically visit the project site for project review.
2. Board and lodging expenses for PwC Project team, Quality and Risk Management Group Members
3. AC 1 rail fare / by road expenses where the same has been incurred.
4. Local conveyance, by taxi or rented car, for visiting your offices or returning from / to the respective place of work or stay as the case may be.

5.2 PwC also reserves the right to recover allocated expenses, in the form of a two percent (2%) engagement administration charge (EAC) on the fixed professional fee which represents a recovery of expenses such as printing & stationery, telecommunication costs, other costs which are not always identifiable to specific engagements.

5.3 The OPE will be billed every month to AHI at actual with proper supporting of tax invoices. An invoice for OPE raised by PwC shall be paid by you within 15 days' of receipt of the invoice. However, any event of inadvertent non-raising of OPE bill or omission in claiming a particular eligible expense item by PwC, will not disqualify PwC from making claim for such expenses under subsequent invoice(s) to be raised by them.

**Budget**

The total applicable fee is INR 4,920,000 with additional 10% to travel excluding Tax, EAC and Out of Pocket Expenses as applicable.

**Term of Contract**

This contract covers a period from the **April 20, 2022** to **October 20, 2022**. PricewaterhouseCoopers Private Limited will be engaged under the agreement from the date of signing the contract till the date of closure as mentioned above. The contract will be considered closed when the deliverable is received.