



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

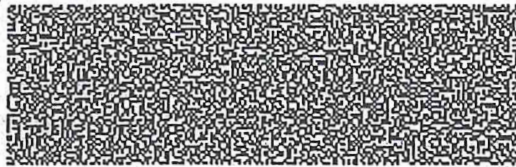
Rs. 50

e-Stamp

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 Account Reference : NONACC (FI)/ kacrsf108/ DERALAKATTE/ KA-DK
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 Purchased by : JUSTICE K S HEGDE CHARITABLE HOSPITAL
 Description of Document : Article 12 Bond
 Description : M O U
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : JUSTICE K S HEGDE CHARITABLE HOSPITAL
 Second Party : YENEPOYA MEDICAL COLLEGE HOSPITAL DERALAKATTE
 Stamp Duty Paid By : JUSTICE K S HEGDE CHARITABLE HOSPITAL
 Stamp Duty Amount(Rs.) : 50
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Branch : Deralakatte

Authorised Signatory



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as "MOU") is made and executed on this date **February 1, 2021** at Deralakatte, Mangalore.

ATTESSED

[Signature]

**MEDICAL SUPERINTENDENT
YENEPOYA MEDICAL COLLEGE HOSPITAL
MANGALORE-575 018**

Dr. Gangadhara Somayaji K
Registrar
Yenepoya (Deemed to be University)
City Road, Deralakatte
Mangalore 575 018, Karnataka.

[Signature]
Major (Dr) S.K. Hiremath



Statutory Alert:

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BY AND BETWEEN

Yenepoya Medical College Hospital, Deralakatte, Mangalore(a unit of Yenepoya Medical College) situated at Deralakatte, Mangalore, D.K – 575018duly represented by the

Medical Superintendent (hereinafter referred to as “YMCH”) which term unless repugnant to the context thereof, shall mean and include its successors-in-interest and permitted assigns, of the FIRST PART


AND

Justice K.S.Hegde Charitable Hospital having its office at Deralakatte, Mangalore, D.K- 575018 duly represented by the Medical Superintendent, (hereinafter referred to as “JKSHCH”)which term unless repugnant to the context shall mean and include its successors and permitted assigns, of the SECOND PART


“YMCH” and “JKSHCH” are individually and collectively referred to as “Party” and “Parties” respectively.

WHEREAS

1. YenepoyaMedical College Hospital Laboratory, a division of Yenepoya Medical College Hospital is a NABL accredited clinical laboratory delivering specialized testing facilities in the field of Biochemistry, Haematology, Histopathology and Microbiology. The Department of Radiology, Yenepoya Medical College Hospital is offering services in diagnostic and interventional radiology. Diagnostic imaging services include X Ray, Ultrasound and MRI scans.
2. YMCH offers Inter Laboratory Quality Control program, specialized pathological diagnostic services on a per-request basis from similar health care facilities.
3. JKSHCH,a teaching hospital of K.S.Hegde Medical academy is a constituent college of Nitte University and owns and operates Justice K.S. Hegde Charitable Hospital Laboratory Services. The Department of Radiology, Justice K.S. Hegde Charitable hospital is offering services in diagnostic and interventional radiology. Diagnostic imaging services include X Ray, Ultrasound, CT, MRI.
4. Justice K.S. Hegde Charitable Hospital Laboratory Services is a NABL accredited clinical lab offering Inter Laboratory Quality control program, specialized testing/diagnostic facilities in the field of Biochemistry, Haematology, Histopathology and Microbiology.
5. JKSHCH and YMCH desires to obtain services from one another of the type offered by them and the parties are willing to provide such services to one another, in accordance with the terms and conditions set forth within.


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ATTESTED


Major (Dr) S.K. Hiremath
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.



Wherefore, it is agreed between the Parties as under:

6. Term

6.1 This agreement shall be valid for a period of **two years** from the date of execution of this agreement. This agreement shall come into effect from **February 1, 2021**. However, either party will renew this agreement for further period of two years with mutual consent.

7. Objective

7.1 The objective of this MoU is to establish a written document framing a basic understanding under which both the parties shall be governed for conducting diagnostics and monitoring tests on the samples received by either of the parties.

8. Scope of Work

8.1 During the term hereof or the extended term as the case may be, the parties shall provide the services to one another for all the tests requested by each respectively. The list of tests annexed to this agreement as **Annexure 1**.

9. Role and Responsibilities of parties for performing investigations

9.1 On receiving duly filled request forms a party shall conduct tests/investigations. The testing and reporting shall be carried out conforming to prevalent high standards of quality.

9.2 The party shall provide reports of tests/ investigations through hard copy by courier/soft copy through email.

9.3 The party conducting the tests/investigations will do so on the basis of samples received from the other party. The sample received shall be tested and reported in accordance with prevalent quality standards as defined by the respective party.


10. Roles and Responsibilities of parties for proper packing and transportation of sample

10.1 The parties requesting the test/investigation shall be responsible for proper packing of samples and transportation in defined condition and temperature.

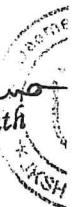
10.2 The parties requesting the test/investigation shall be responsible for sending duly filled test requisition form, patient history, samples packing and labelling at required temperature in good condition.

10.3 The parties shall make payments for services provided under this MoU within 15 days of receiving the invoices.

10.4 It will be the responsibility of the parties to provide additional details requested to conduct the test/ investigation.


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11. Roles and Responsibilities of parties to the following quality parameters

- 11.1 A documented manual and Quality Assurance programme should be available and implemented.
- 11.2 All clinical staff should be licensed and privileged in writing by the Head of the Institution
- 11.3 The equipments should be under periodic preventive maintenance and calibration with technical quality control procedures done periodically.
- 11.4 Radiation safety program should be in place under the guidance of Radiation safety officer certified by AERB
- 11.5 Patient safety policies and procedures should be in place guiding care delivery.
- 11.6 A robust infection control program will be in place at all times
- 11.7 The parties shall co-operate with each other to evaluate the quality assurance and to inspect the premises to check for the adherence to above parameters, annually.
- 11.8 Referral lab evaluation will be performed by the parties biannually, according to their policies and formats to ensure compliance to the standard (ISO 15189;2012).

12. Force Majeure


- 12.1 Any delay in reporting the test/ investigation shall be subject to Force Majeure, such as unavailability of test kits, failure of test, incomplete patient / test details, problem sample, need for repeat sample/ testing, instrument or machinery breakdown, civil unrest, riots, change in or in the interpretation of laws, strikes, lockout or other labour problems, unavailability of supply, fire or explosion, act of terrorism and other natural calamities. Parties would make efforts to mitigate the impact of such Force Majeure conditions and ensure timely testing as feasible and inform the other party accordingly.


13. Consideration:

- 13.1 The billing shall be done on monthly basis starting from 1st to 31st of each month and party receiving the bill undertakes to clear all the outstanding payments within 15 days from the date of receiving the invoices.
- 13.2 Revision of tariffs will be intimated to the other party in writing, upon which the revised rate tariff shall be applicable from the date revision.

14. Termination and Consequences of Termination

- 14.1 This MoU may be terminated on mutual consent or by either party with at least 30 days prior written notice without assigning any reasons.
- 14.2 All payments due, becoming due and payable to the parties as on the date of termination, under the terms of this MoU shall continue to be due and payable to the parties notwithstanding the termination thereof.


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15. Confidentiality:


- 15.1 Each Party shall keep secret all Confidential Information, if any, transmitted to it or made available to it by the other Party and shall not pass such Confidential Information, wholly or partly, to third parties without express written consent of the other Party.
- 15.2 The Parties shall not disclose the terms of this MoU or make any announcement in respect of the subject matter thereof without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made after informing the other party.
- 15.3 The Confidentiality obligations in this do not apply to disclose information that either Party in writing can prove that:
- 15.3.1 It was known at the time of disclosure to be free of any obligation to keep it confidential, as evidenced by written records.
- 15.3.2 Became generally publicly known through authorized disclosure.
- 15.3.3 The information was independently developed without access to or use of any confidential Information, as evidenced by written records, or
- 15.3.4 The information was rightfully obtained from a third party who had the right to transfer or disclose it without violation of any confidentiality obligations.

16. Dispute Resolution and Governing Law

- 16.1 In case if any difference or dispute arises between the Parties herein, the Parties shall hold mutual discussions to resolve such difference and / or dispute in an amicable manner for the best interests of both Parties. Parties shall try to resolve the difference and / or dispute within 30 days or such extended time as agreed between the Parties. In case, any difference and / or dispute could not be resolved through mutual discussion then such difference and / or dispute between the Parties shall be referred to sole arbitrator appointed by both the parties in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Mangalore. The award of the arbitration shall be final and binding between the Parties.

17. Limitation of Liability

- 17.1 To the fullest extent permitted by Applicable Law neither Party nor its affiliates shall be liable for any special, indirect, consequential, or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this MoU even if either Party has been advised of the possibility of such damages.


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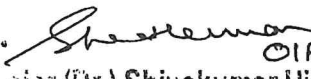
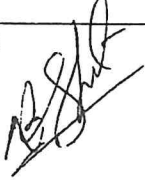

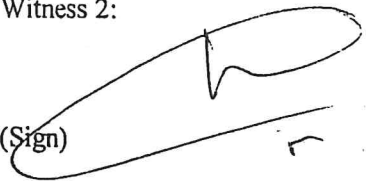
18. Miscellaneous:

Relationship: No provision of this MoU shall be deemed to constitute a partnership or joint venture between the Parties.


Further, each Party shall inform its employees that they shall not be treated as employees of the other Party for any purpose whatsoever and that they shall not exercise any rights or seek or be entitled to any benefits accruing to the regular employees of the other Party.

No provision of this MoU shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this Agreement.

IN WITNESS THEREOF the Parties have through their respectively duly authorized representatives, executed this MOU the day, month and year first hereinabove written.

Signed and delivered by YMCH	Signed and delivered by JKSHCH
Yenepoya Medical College Hospital	Justice K.S.Hegde Charitable Hospital
 MEDICAL SUPERINTENDENT YENEPOYA MEDICAL COLLEGE HOSPITAL (Sign) MANGALORE-575 018	 Major (Dr.) Shivakumar Hiremath Medical Superintendent Justice K.S. Hegde Charitable Hospital Medical Science Complex, University Road (Sign) Deralakatte, Mangalore - 575 018
By: Medical Superintendent	By: Medical Superintendent
Witness 1:  (Sign)	Witness 1:  (Sign)
Name: Praveen Kema	Name: ANIL SANIL
Witness 2:  (Sign)	Witness 2: (Sign)

ATTESTED


 Dr. Gangadhara Somayaji K S
 Registrar
 Yenepoya (Deemed to be University)
 University Road, Deralakatte
 Mangalore 575 016, Karnataka.