

BY AND BETWEEN

Yenepoya Medical College Hospital, Mangalore, 575018 duly represented by Dr S Padmanabha Medical Superintendent (hereinafter referred to YMCH") which term unless repugnant to the context thereof, shall mean and include its successors-in-interest and permitted assigns, of the FIRST PARTY

AND

Justice K.S. Hegde Charitable Hospital having its office at Deralakatte, Mangalore, D.K- 575018 duly represented by Major (Dr.) Shivakumar Hiremath, 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 PARTY

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

WHEREAS

1. Yenepoya Medical College Blood Bank(NABL Accredited), a division of Yenepoya Medical College Hospital, is situated in the Ground Floor of the hospital. licensed to collect, store and process whole human blood and/ or blood components for sale / distribution with a license number KTK/28C-257/2013 valid upto 31. 03. 2022. The Blood Bank is well equipped with a dedicated team of qualifies and well-trained professionals, who follow stringent procedures. careful documentation and best practices for collecting. storing, processing and testing of blood.

2. Nitte University Blood Bank, is situated in the Basement -1 of JKSHCH hospital, licensed to collect, store and process whole human blood and / or blood components for sale / distribution with a license number KTK/28C -262 / 2013 valid upto 24.07.2023. The Blood Bank is well equipped with a dedicated team of qualifies and well-trained professionals, who follow stringent procedures, careful documentation and best practices for collecting, testing, storing, processing and dispensing of blood and blood components.

3. JKSHCH desires to obtain services from YMCH Blood Bank of the type offered by them and vise-verse (i.e.YMCH desires to obtain services from Nitte University Blood Bank)when the required blood/blood component is out of stock at their respective hospital Blood Bank,and both parties are willing to provide such services in accordance with the terms and conditions set forth within.


4. YMCH Blood Bank desires to obtain services from JKSHCH for technical support in apheresis procedure (i.e. Stem cell Harvesting). 25 % of the procedure Charges will be paid to JKSHCH. A maximum of 15 procedures per year. This procedure will be coordinated with the blood bank officer of JKSHCH, before scheduling the procedure at YMCH.

Wherefore, it is agreed between the Parties as under:

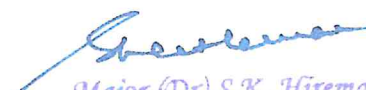
1. Term

1.1 This agreement shall be a valid for a period of one year from the date of execution of this agreement. This agreement shall come into effect from February 06, 2021 However, either party will renew this agreement for further period of one year with mutual consent.

2. Objective


MEDICAL SUPERINTENDENT
YENEPOYA MEDICAL COLLEGE HOSPITAL
MANGALORE-575 018


Dr. Gangaiah (Nominated to be Vice-Chancellor)
Yenepoya Medical College Hospital
Mangalore-575 018, Karnataka


Major (Dr.) S.K. Hiremath
MEDICAL SUPERINTENDENT

2.1 The objective of this MOU is to establish a written document framing a basic understanding under which both the parties shall be governed for availing Blood Bank services on a mutually agreed terms set forth hereunder.

3. Scope of Work

3.1 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 items listed in their respective license. The list of items annexed to this agreement as Annexure 1 and Annexure 2 are of JKSHCH and YMCH respectively.

4. Rule and Responsibilities of the party requesting blood / blood components

4.1 Either of the parties will utilize Blood Bank services of the other party when the required blood / blood component is out of stock at their respective hospital Blood Bank.

4.2 Either of the parties will send their requisition in a duly filled form with complete details as required by the receiving party.

4.3 Both parties will provide required blood donors to the party dispensing Blood / blood component as per their respective policy.

4.4 The party requesting the service shall also make necessary arrangements for transporting the requested blood / blood component in a safe manner, to their respective hospital.

5. Roles and Responsibilities of the party dispensing the blood / blood components

5.1 When such requisition is made by either of the parties, the other party Blood Bank will ensure that the required blood / blood component is safely dispensed in accordance to the operating manual of their respective Blood Bank, subject to availability of the requested blood / blood component.

6. Force Majeure

6.1 Any delay in dispensing or on non-availability of the requested blood product, 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, cross matching, 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.


7. Consideration:

7.1 The party requesting blood / blood components will take the responsibility of making necessary payment (either directly by the patient party or the hospital requesting the service) to the other party as per the service charges applicable at the party dispensing the blood / blood component.


7.2 Revision of tariffs will be intimated to the other party in writing, upon which the revised rate tariff shall be applicable from the date of revision.

8. Termination and Consequences of Termination

8.1 This MOU may be terminated on mutual consent or by either party with at least 30 days prior written notice without assigning any reasons.


MEDICAL SUPERINTENDENT
YENEPOYA MEDICAL COLLEGE HOSPITAL


Dr. Gangadhar Semanji KS
Registrar
Yenepoya Deemed to be University
Deralakatte


Major (Dr) S.K. Hiremath

MEDICAL SUPERINTENDENT

8.2 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 hereof.

9. Confidentiality:

9.1 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.

9.2 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.

9.3 The Confidentiality obligations in this do not apply to disclose information that either Party in writing can prove that:

9.3.1 It was known at the time of disclosure to be free of any obligation to keep it confidential, as evidenced by written records.

9.3.2 Became generally publicly known through authorized disclosure.

9.3.3 The information was independently developed without access to or use of any confidential Information, as evidenced by written records,

9.3.4 The information was rightfully obtained from a third party who had the right to transfer or disclose it without violation of any confidentiality obligations.

10. Dispute Resolution and Governing Law


10.1 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.

11. Limitation of Liability

11.1 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.


12. Miscellaneous:

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


MEDICAL SUPERINTENDENT
ENEPOYA MEDICAL COLLEGE HOSPITAL
MANGALORE-575 018

ATTESTED



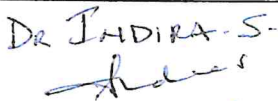

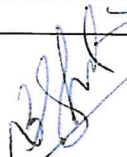
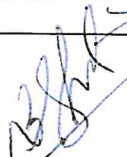
Dr. Gangadhara Somayaji K S
Yenepoya (Deemed to be University)
University of Health Sciences
Mangalore - 575 018, Karnataka.


Major (Dr) S.K. Hiremath
MEDICAL SUPERINTENDENT

12.2 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.

12.3 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 list hereinabove written.

Signed and delivered by YMCH	Signed and delivered by JKSHCH
Yenepoya Medical College Hospital	Justice K.S. Hegde Charitable Hospital
(Sign)  MEDICAL SUPERINTENDENT	(Sign) 
By: Dr S Padmanabha Title: Medical Superintendent	By: Major (Dr.) Shivakumar Hiremath Title: Medical superintendent
Witness 1  DR INDIRA S-PUTHRAH	Witness 1
(Sign) 	(Sign)
Name:	Name:
Witness 2 	Witness 2
(Sign) 	(Sign)

Asst. Medical Superintendent
Yenepoya Medical College Hospital
Mangalore-575018



 ATTESTED

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