

mean and include its representatives, successors and permitted assigns, as the context permits) of the **First Part**.

AND

Yenepoya Medical College Hospital, University Road, Deralakatte, Mangalore 575 018, represented by its Medical Superintendent (hereinafter referred to as "Client" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, Liquidators, Administrators and permitted assigns) of the "**Other Part**";

RECITALS

I. Whereas, A J Hospital & Research Centre is inter alia engaged in the delivery of world class Specialty healthcare, operated and managed by A J Hospital & Research Centre.

II. Whereas, CLIENT is engaged in the business of providing the medical and patient care Services and has established and manages OP and IP patient care in its hospital situated at University Road, Deralakatte, Mangalore.

III. Whereas, CLIENT requested A J Hospital & Research Centre to provide certain services.

IV. Whereas, AJ Hospital & Research Centre has expressed willingness to provide certain services to CLIENT to identify any abnormalities in the human body, who are really required to avail the services from the Hospital.

NOW, THEREFORE, IN LIGHT OF MUTUAL PROMISES AND CONSIDERATIONS AS CONTAINED IN THIS AGREEMENT, THE ADEQUACY WHEREOF IS HEREBY ACKNOWLEDGED BY THE PARTIES, THIS AGREEMENT COVENANTS AND RECORDS AS UNDER

ARTICLE 1: DEFINITIONS

1.1 As used anywhere in this Agreement, the terms and phrases detailed below shall be interpreted to convey the meaning as ascribed thereto as under:

1.1a "**Agreement**" shall mean this agreement, together with its Appendices, executed by the parties;


1.1b "**Bill Amount**" shall mean that total bill raised by A J Hospital & Research Centre towards the cost of Services provided by A J Hospital & Research Centre.


1.1c "**Client**" shall mean the (Yenepoya Medical College Hospital) while performing under this agreement providing medical investigation, treatment and the healthcare of human beings

1.1d "**Confidential Information**" shall convey the meaning as ascribed there to in

1.1e "**Dispute**" shall convey the meaning as ascribed thereto in Article 9

1.1f "**Effective Date**" shall mean date of execution of this Agreement


MEDICAL SUPERINTENDENT
YENEPOYA MEDICAL COLLEGE HOSPITAL
MANGALORE-575 018

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


Medical Director

1.1g A J Hospital & Research Centre shall mean unit of Laxmi Memorial Education Trust, having its office at NH 66, Kuntikana, Mangalore – 575 004, Karnataka, India. Which expression shall mean & include its successors and permitted assigns;

1.1h Notice shall convey the meaning as ascribed thereto in Article 11

1.1i Party or Parties shall mean and refer to A J Hospital & Research Centre and Client, individually or collectively, as the context permits;

1.1j “Term” shall mean a period of 24 months commencing from the effective date i.e., (27.11.2020 to 26.11.2022)

ARTICLE 2: SCOPE

2.1 The overall objective of this agreement is A J Hospital & Research Centre shall carry out the PET-CT procedures of patients referred from CLIENT on **credit / cash** basis as specified in the “investigation request”.

2.2 Each Party shall, at its own costs and expenses, obtain and maintain for itself all necessary legal, regulatory and corporate approvals, licenses, consents and the like for performance of their respective obligations in terms of this agreement and to ensure compliance with applicable laws and regulations having jurisdiction over the Parties

ARTICE 3: INVESTIGATIONS

3.1 Client shall recommend the patients who desire to have the PET-CT procedures to A J Hospital & Research Centre, mentioning the payment term (**cash or credit**) in the investigation requisition. Client shall seek appropriate consent in writing from the concerned patient for forwarding the relevant medical and other patient records (transfer summary) to A J Hospital & Research Centre.

3.2 A J Hospital & Research Centre shall adhere to the applicable Indian Laws, rules & regulations in relation to the Radiology and nuclear Medicine investigations. The patient would have to agree to the Medical laws of India and those of their own country would not be applicable.


3.3 Any changes in the report will be intimated to the “CLIENT” by “AJHRC”.

ARTICLE 4: PAYMENT FOR HOSPITAL SERVICES

4.1 A J Hospital & Research Centre shall communicate to the client the charges for scan.

4.2 At the end of the investigation, A J Hospital & Research Centre will submit the investigation reports giving full details of the disease, tests/investigation carried out, and their respective charges. A copy of the investigation requisition shall be enclosed with the bill. An entire set of the bill will be sent the CLIENT for its records. The scan should be reported within 24hrs of the patient undergoing the scan.

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Dr. Gangadhara Somayaji K S
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For A.J. Hospital & Research Centre


Medical Director

4.3 For in-patients requiring investigation services, ambulance pick up and drop at A J Hospital & Research Centre will be provided by Yenepoya Medical College Hospital at its cost.

ARTICLE 5: PAYMENT TO A J HOSPITAL & RESEARCH CENTRE

5.1 A J Hospital & Research Centre, will limit for PET-CT Procedures at agreed amount of Rs.19,000/- (Nineteen thousand Only) for whole body and Rs.22,500/= (Twenty two thousand and five hundred only) for Gallium-68, conducted at A J Hospital & Research Centre.

5.2 The payment of PET-CT carried out on "Credit investigation requisition from CLIENT" shall be payable, net of applicable taxes and shall be paid into A J Hospital & Research Centre designated bank account.

5.3 The following billing procedure will be followed:

(a). A J Hospital & Research Centre will forward the patients' bills to the Client along with the Credit investigation requisition. One Copy of all the documents will be retained by A J Hospital & Research Centre. These documents will be sent by A J Hospital & Research Centre, within 24hrs of the investigation of each patient.

(b) A J Hospital & Research Centre will at the end of each month summarize the dues payable or receivable and forward the statement to the Client on or before 30th of every month. This shall be completed by the 5th of each month. The Client will review the statement and remit the money to A J Hospital & Research Centre through wire transfer or accepted mode of transfer. Should any money be payable by Client to A J Hospital & Research Centre, the same shall be paid by Client to A J Hospital & Research Centre within fifteen (15) days of confirmation of the amount statement by AJHRC.

ARTICLE 6: CONFIDENTIAL INFORMATION


6.1 The Parties shall at all times, from the Effective Date hereof, maintain the secrecy of and shall keep confidential (and ensure that their employees, officers and agents shall keep confidential) any and all information and documents which they may come to know of / come to possess / acquire in connection with this Agreement (collectively "Confidential Information") and shall not use or disclose such information except for discharge of their respective obligations under this Agreement.

6.2 The Parties acknowledge that any breach of Article 6.1 will cause irreparable injury, which injury cannot be compensated by monetary damages and as such the aggrieved Party shall be entitled to seek injunctive relief against any threatened or actual breach of Article 6.1.

6.3 The parties shall be responsible and liable for any breach of Article 6.1 by their employees, officers and agents.

6.4 The obligations of the Parties and above said other persons under Article 6.1 shall continue for the Term and for a period of two (2) years after the expiry / termination (howsoever caused) of this Agreement.

ATTESTED For A.J. Hospital & Research Centre


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Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
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Medical Director

ARTICLE 7: COMMENCEMENT, TERM AND TERMINATION & EFFECTS OF TERMINATION

7.1 This Agreement shall commence from the Effective Date and shall be valid till 29th November 2022 and may be renewed thereafter by the parties with mutual consent on such terms and for such periods as may be agreed upon in writing.

7.2 At any time, either of the party may terminate this Agreement at any time, without assigning any reason, by giving prior notice of one (1) month to the other party.

ARTICLE 8: BREACH AND INDEMNITY

8.1 In the event of a breach of or non-compliance with any of the provisions of the Agreement or any misfeasance nonfeasance or negligence by any Party, subject to the terms and conditions hereof, the other Party shall, without prejudice to the other rights and remedies available to them, have the right to recover actual damages suffered;

8.2 The CLIENT shall indemnify and hold harmless A J Hospital & Research Centre from any damages, claims, losses, expenses, actions, suits, liabilities arising out or in relation to;

- I. Breach of and/or failure to comply with any of the obligations cast on the Client in terms of this Agreement;
- II. Failure to comply with any legal or regulatory requirements, and
- III. Any negligence or omission on the part of the Client.

Provide that A J Hospital & Research Centre shall not be liable for any damages, claims, losses, expenses, actions, suits, liabilities under Article 8.2 where the same are directly attributable to any negligence or omission on part of the Client.

8.3 A J Hospital & Research Centre shall indemnify and hold harmless Client from any damages, claims, losses, expenses, actions, and suits, liabilities arising out or in relation to

- I. Breach of and/or failure to comply with any of the obligations cast on the A J Hospital & Research Centre in terms of this Agreement;
- II. Failure to comply with any legal or regulatory requirements; and
- III. Any negligence or omission on part of the A J Hospital & Research Centre.

Provided that the Client shall not be liable for any damages. Claims, losses, expenses, actions, suits, liabilities under Article 8.3 where the same are directly attributable to any negligence or omission on part of the A J Hospital & Research Centre.

8.4 The Parties shall not under any circumstances be liable for indirect, exemplary, punitive or consequential damages and costs.

ARTICLE 9: DISPUTE RESOLUTION

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For A.J. Hospital & Research Centre

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VENKATAPPA MEDICAL COLLEGE HOSPITAL
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Registrar
Venkateswara (Deemed to be University)
University Road, Derlakatte
Mangalore 575 018, Karnataka.

Medical Director

The parties shall endeavour that any and all disputes arising out of or in relation to this Agreement ("Dispute") are resolved amicably. The Party raising a Dispute shall provide a written notice of the Dispute ("Notice") to the other Party stating clearly the Dispute and any claims or reliefs sought.

The Party receiving the Notice shall send a written response to the Notice within seven days of the receipt of the Notice. Thereafter, the Dispute shall be referred to the MS of the Client and Medical Director of A J Hospital & Research Centre, who shall attempt to resolve the Dispute amicably by negotiations and their decision shall be final and binding on the Parties.

If no resolution to the Dispute is arrived at within thirty days of the matter being referred to the MS of the Client and Medical Director of A J Hospital & Research Centre for resolution, the Dispute Shall be referred to Arbitration to be conducted in accordance with the (Indian) Arbitration and Conciliation Act of 1996 or any re-enactment thereof, at Bangalore, India.

The Substantive law governing arbitration shall be that of India without applicability of its conflict of Law provisions. The arbitral award shall be final and binding on the parties and can be enforced in any court having jurisdiction over either party.

ARTICLE 10: SURVIVAL OF OBLIGATIONS

The respective obligations of the Parties pending under this Agreement which expressly or by their nature would continue beyond the termination (howsoever caused), cancellation (howsoever caused) or expiration of this Agreement shall survive any termination (howsoever caused), cancellation (howsoever caused) or expiration of the this Agreement

ARTICLE 11: NOTICE


Any notice required to be issued in terms of this Agreement shall be given in writing, in English and sent by registered post or through an internationally recognized courier or by facsimile transmission, e-mail or comparable means of communication (provided that a confirmation copy of the same is sent by registered post or by an internationally recognized courier within 24 hours of transmission). Such notices shall be sent to the address of the respective party as first herein above mentioned in this agreement, unless any change therein has been communicated in writing to the other Party.

ARTICLE 12: SEVERABILITY

If any provision of this agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision

ARTICLE 13: WAIVER

Waiver of any right or remedy will have to expressly agree to by the party waiving such right Or remedy. Delay or omission of any Party to (i) seek enforcement of any obligation or liability; (ii) exercise any right; (iii) seek remedy for any default shall not be deemed to be a waiver to (i) seek enforcement of that or any other obligation or liability at any time; (ii) to exercise that or any other right at any time; (iii) seek remedy for that or any other default at any time.


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University Road, Derlakatte
Mangalore 575 018, Karnataka.

For A.J. Hospital & Research Centre


Medical Director

ARTICLE 14: AMENDMENT

Any variation or amendment or addition of / to this Agreement shall be mutually agreed to in writing and executed by or on behalf of both Parties.

ARTICLE 15: ASSIGNMENT

This Agreement and the rights and liabilities created are not assignable by the Hospital without the prior written consent of the Client.

ARTICLE 16: ENTIRE AGREEMENT

This Agreement represents the entire agreement as to the subject matter hereof and supersedes and cancels any and all prior understandings / agreements between the parties.

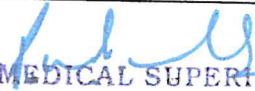



ARTICLE 17: JURISDICTION

Any disputes arising between the parties while performing obligations under this agreement shall be subject to the Courts of Mangalore, Karnataka.

ARTICLE 18: NON-EXCLUSIVITY

Parties understand this agreement and the activities proposed to be undertaken by parties are on a non-exclusive basis.

Executed by the parties on the date, month and year first above mentioned, acting through their authorized signatories:

Signed & Delivered by CLIENT	Signed & Delivered by A J Hospital & Research Centre
Yenepoya Medical College Hospital University Road, Deralakatte Mangalore 575 018.	A J Hospital & Research Centre NH 66, Kuntikana Mangalore -575 004
Sign  MEDICAL SUPERINTENDENT YENEPLOYA MEDICAL COLLEGE HOSPITAL By: MANGALORE-575 018	Sign By: Dr. Prashanth Marla K, M.S, M.Ch, (Urology) 
Title: Medical Superintendent	Title: Medical Director
Witness 1: (Sign) 	Witness 2: (Sign) 
Name: Praveen Kumar Super: - Hospital	Name SHIVABASAPPA SURTY A. J. Hospital & Research centre

ATTESTED
