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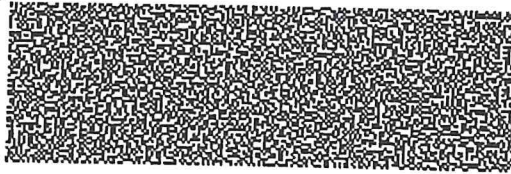
Government of Karnataka

e-Stamp

Certificate No. : IN-KA13881493852586T
Certificate Issued Date : 15-May-2021 11:17 AM
Account Reference : NONACC (FI)/ kacrsfl08/ DERALAKATTE/ KA-DK
Unique Doc. Reference : SUBIN-KAKACRSFL0897333250766878T
Purchased by : YENEOYA MEDICAL COLLEGE HOSPITAL
Description of Document : Article 12 Bond
Description : M O U
Consideration Price (Rs.) : 0
(Zero)
First Party : YENEOYA MEDICAL COLLEGE HOSPITAL
Second Party : FATHER MULLER MEDICAL COLLEGE HOSPITAL
Stamp Duty Paid By : YENEOYA MEDICAL COLLEGE HOSPITAL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

VIJAYA CREDIT CO-OP. SOCIETY LTD.
Branch : Deralakatte


Authorized Signatory




Please write or type below this line


MEMORANDUM OF UNDERSTANDING


This Reference Laboratory Services Agreement is made and executed on this date 15th May, 2021 at Mangaluru.

BY AND BETWEEN

Yenepoya Medical College Hospital at Deralakatte Mangaluru- 575018 (hereinafter


MEDICAL SUPERINTENDENT
YENEOYA MEDICAL COLLEGE HOSPITAL
MANGALORE-575 018

ATTESTED

Dr. Gangadhara Somayaji K S
Registrar
(Kannada University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.


Rev. Fr Rudolph Ravi D'Sa
ADMINISTRATOR
Father Muller Medical College Hospital

- Statutory Amendment
1. The authenticity of this Stamp certificate should be verified at 'www.shrestamp.com' or using e-Stamp Mobile App.
 2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders the certificate invalid.
 3. The onus of checking the genuineness is on the users of the certificate.

GOVERNMENT OF KARNATAKA

referred to as "YMCH") duly represented by Dr. Prakash R. M. Saldanaha, Medical Superintendent which term unless repugnant to the context thereof, shall mean and include its successors-in-interest and permitted assigns, of the FIRST PART

AND

Father Muller Medical College Hospital, Mangaluru (a unit of Father Muller Charitable Institutions) situated at Father Muller Road, Kankanady, Mangaluru-575002 represented by Rev. Fr Rudolph Ravi D' Sa, Administrator (hereinafter referred to as "FMMCH") which term unless repugnant to the context thereof, shall mean and include its successors-in-interest and permitted assigns, of the SECOND PART

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


WHEREAS


1. Yenepoya Medical College Hospital Laboratory, a unit of YMCH, is a NABL Accredited clinical laboratory delivering specialized testing facilities in the field of Biochemistry, Hematology, Histopathology Microbiology, Serology, Cytopathology and Molecular Diagnostics
2. FMMCH Laboratory is NABL Accredited laboratory which provides reference laboratory testing services including the specialized testing / diagnostic facilities in the field of Biochemistry, Hematology, Histopathology, Microbiology, Serology, Cytopathology and Molecular Diagnostics
3. YMCH desires to refer certain clinical laboratory diagnostic testing services to FMMCH reference laboratory FMMCH has agreed for the same on a mutually agreed terms and conditions mentioned hereinafter.


Wherefore, it is agreed between the Parties as under:

4. Term

- 4.1 This agreement shall be a valid for a period of two years from the date of execution of this agreement. This agreement shall come into effect from 15th May, 2021. However either party will renew this agreement for further period with mutual consent.


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YENEPOYA MEDICAL COLLEGE HOSPITAL,
MANGALORE-575 018

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


Rev. Fr Rudolph Ravi D'Sa
ADMINISTRATOR
Father-Muller Medical College Hospital
Kankanady, Mangaluru-575 002

5. Objective

5.1 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, monitoring and prognostic tests on the samples received.

6. Scope of Work

6.1 During the term hereof or the extended term as the case may be, FMMCH shall provide the services to YMCH for all the tests requested. The list of tests along with price list will be provided to YMCH

7. Role and Responsibilities of FMMCH

7.1 FMMCH shall conduct tests/investigations as per the duly filled request form filled by YMCH. The testing and reporting shall be carried out as per quality standards.

7.2 FMMCH shall obtain, maintain and provide quality assurance details in accordance to the requirements of NABL & NABH accreditation standards.

7.3 FMMCH shall provide reports of tests/ investigations through email at clab@yenepoya.edu.in or by hard copy.

7.4 FMMCH shall conduct test / Investigation on the basis of samples received from YMCH. The sample received from YMCH shall be tested and reported within two or three working days under normal circumstances. Reporting timeliness will be in accordance with prevalent quality standards .

7.5 FMMCH shall notify critical results to YMCH lab whenever applicable

7.6 FMMCH shall inform if there is a recall or amendment of reports whenever applicable

8. Roles and Responsibilities of YMCH for proper packing and transportation of sample

8.1 YMCH shall be responsible for proper packing of samples and transportation in defined condition and temperature.


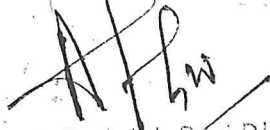
8.2 YMCH shall be responsible for sending duly filled test requisition form, patient history, samples packing and labeling at required temperature in good condition.

8.3 YMCH shall make payments for services provided under this MOU within 15 days of receiving the invoices.

8.4 YMCH shall be responsible for communicating critical & amendment report to the concerned Physician or the Nurse

8.5 YMCH shall conduct yearly visit to the facility


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YENEPOYA MEDICAL COLLEGE HOSPITAL
MANGALORE-575 018

ATTESTED

Dr. Gangadhar Somayaji K S Registrar
Yenepoya (Deemed to be University)
University Road, Parel, Kankannur
Mangalore, 575 018, Karnataka

Rudolph Ravi D'Sa
ADMINISTRATOR
Muller Medical College Hospital
Kankanady, Mangaluru-575 002

9. Force Majeure

9.1 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 labor problems, unavailability of supply, fire or explosion, act of terrorism and other natural calamities. FMMCH would make efforts to mitigate the impact of such Force Majeure conditions and ensure timely testing as feasible and inform YMCH accordingly.

10. Consideration:

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

11. Termination and Consequences of Termination

- 11.1 This MOU may be terminated on mutual consent or by either party with at least 30 days prior written notice without assigning any reasons.
- 11.2 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.

12. Confidentiality:

- 12.1 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 on, wholly or partly, to third parties without express written consent of the other Party.
- 12.2 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.
- 12.3 The Confidentiality obligations in this do not apply to disclose information that either Party in writing can prove that:
- It was known at the time of disclosure to be free of any obligation to keep it confidential, as evidenced by written records.
 - Became generally publicly known through authorized disclosure.
 - The information was independently developed without access to or use of any confidential Information, as evidenced by written records, or

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

13. Dispute Resolution and Governing Law

13.1 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.

14. Limitation of Liability

14.1 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.

15. Miscellaneous:

15.1 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.

15.2 Notices:

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served

15.2.1 If delivered personally, upon receipt by the other Party;

15.2.2 If sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or

15.2.3 If sent by facsimile or other similar means of electronic

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Deralakatte
Mangalore 575 018, Karnataka.

Rev. Fr Rudolph Ravi D'Sa
REGISTRAR

U.S.S.

SUPERINTENDENT

communication (with confirmed receipt), upon receipt of transmission notice by the sender.

15.2.4 Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this MOU.

15.2.5 Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.




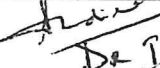
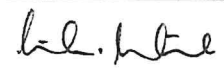

15.3 Violation of Terms:

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this MOU. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation, a right for recovery of the amounts due under this Agreement and related costs and a right for damages.

15.4 Execution:

This MOU may be executed in two (2) counterparts, each in the like form and each party shall be in custody of one original MOU and this MOU represents the entire understanding between the Parties and supersedes all previous understandings or communications that the Parties might had with each other with regard to their respective rights and obligations.

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

Signed and delivered by FMMCH	Signed and delivered by YENEPOYA
Father Muller Medical College Hospital	Yenepoya Medical College Hospital Laboratory
(Sign) 	(Sign)  MEDICAL SUPERINTENDENT YENEPOYA MEDICAL COLLEGE-HOSPITAL MANGALORE-575 018
By: Rev. Fr Rudolph Ravi D'Sa Title: Administrator	By: Dr. Prakash R.M. Saldanha Title: Medical Superintendent
Witness 1: Dr. Avinash S.S. (Sign) 	Witness 1:  (Sign) Dr. Indira S. Puttan
Name: Avinash S.S.	Name: Dr. Indira S. Puttan
Witness 2:  (Sign)	Witness 2:  (Sign)
Name: LIDIA PALS	Name: Dr. Megaraj Shel



ATTESTED

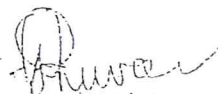
Dr. Gangadhara Somayaji KS
Registrar
Yenepoya (Deemed to be University)
University Road, Defalakatte
Mangalore 575 018, Karnataka.

MoU between Yenepoya University, Deralakatte and Father Muller Medical College,
Mangalore


This MoU is made on 12th day of January 2015 and executed between Yenepoya University, Deralakatte, Mangalore – 575 018 (First Party) and Father Muller Medical College, Mangalore – 575 002. (Second Party)

1. The expression and thoughts of both the parties shall be final with respect to this MoU.
2. The purpose of this MoU is to enter into Academic and Research Collaboration with the Second party on the projects undertaken by Ms. Sonia E. D' Souza who is employed by the Second Party and who has registered for Ph.D with the First Party as external candidate. The Research work shall be done at both the institutions depending on the facilities available within the framework of UGC Regulations. The Father Muller Medical College will be a Centre for Academic and Research Collaboration with Yenepoya University for this purpose.
3. Research publications of the Ph.D candidate of Second Party will be under the First Party and the eligible teachers of Second Party will be shown as adjunct faculty of Yenepoya University.
4. There will be no expenditure from the First Party side as the research fund will be generated by the Second Party.
5. Ph.D candidate of Second Party will abide by the rules and regulations with regard to Ph.D programme and do course work prescribed by the Yenepoya University and will have personal interaction with the Guides of First Party.
6. This MoU will come into effect on the day of approval by both, First Party and Second Party and shall cease with mutual understanding between the two parties.
7. The following action plan be taken:
 - a. Application by the Centre for Academic and Research Collaboration to be recognized by the Yenepoya University, along with the details of the Centre and the facilities available as well as biodata of potential Ph.D Guides.
 - b. Visit of senior executives of the Yenepoya University to the Centre for Academic and Research Collaboration to inspect the facilities available at the

Centre.


Registrar
Yenepoya University

ATTESTED

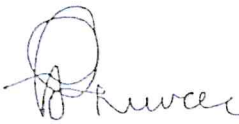

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Dr. Jangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

- c. Recognition of the Centre by the Yenepoya University authorities for Academic and Research collaborations.
- d. Recognition of the eligible co-guides available at Centre for Academic and Research Collaboration by the Yenepoya University.
- e. Registration of the Ph.D students as per the Yenepoya University rules.
- f. Each Ph.D student will have one Guide at the Yenepoya University and one Co-guide from the Father Muller Medical College Research Centre.
- g. The Ph.D scholar shall pass the preliminary examination conducted by the Yenepoya University within the prescribed time limit.
- h. All the rules of the Ph.D programme, as amended from time to time by the Yenepoya University will be applicable to these students at the Research Centre.


That both the parties will endeavor to settle any controversy, disputes, differences or claims whatsoever related to the AGREEMENT including the existence, validity, interpretation, performance, termination or breach thereof, by arbitration through a Sole Arbitrator to be appointed by the "First Party". The Arbitration and Conciliation Act 1996, shall govern the arbitration proceedings. The arbitration will be in the Hon'ble Courts of Karnataka and the language of arbitration shall be English.

Both parties have read over the agreement and have clearly understood its terms and accept the same as binding.

IN WITNESS WHEREOF the parties hereto, have set and subscribed their respective hands the day, month and year hereinabove written.


 (Prof.(Dr.) C.V. Raghuvver)
 Registrar, Yenepoya University
 Mangalore, Karnataka





 Dean
 Father Muller Medical College
 Mangalore, Karnataka

DEAN
FATHER MULLER MEDICAL COLLEGE
MANGALORE - 575 002

Witness:-


Signed
 On behalf of First Party
 Date:


 Signed
 On behalf of Second Party
 Date: 15.01.2015
 Administrator
 Father Muller Medical College
 Kankanady, Mangalore-575 002

ATTESTED

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