

## AGREEMENT

This Agreement is executed at Meerut on April 05, 2018

### Between

Shobhit Deemed University NH-58 Modipuram, Meerut-Roorkee Road, Meerut-250110 U.P. India, (hereinafter referred to as the University) which expression shall, unless repugnant to the context or meaning thereof, include its successor and assigns of ONE PART.

### AND

**M/S Shri Devshri Medicare Pvt. Ltd.**, a University incorporated under the provisions of Companies Act 1956 having its registered office at 120/122, NH-58, Modipuram, Opposite-Agricultural University Meerut-250110 Meerut CIN No. U85191UP2013PTC057245 (hereinafter referred to as the "Service Provider") which expression shall, unless repugnant to the context or meaning thereof, include its successor and assigns of the OTHER PART.

**WHEREAS**, the University and the Service Provider hereinafter referred to jointly as the "Parties" and individually as the "Party"; and

**WHEREAS**, the University is offering higher education programs to the students in its campus at Modipuram and

**WHEREAS**, the University is desirous of arrangement of medical services to deal with any medical illness, injury or casualty to its students/ staff members; and

**WHEREAS**, the Service Provider is managing, maintaining and running Shri Devshri Hospital situated at 120/122, NH-58, Modipuram Opposite Agricultural University Meerut (hereinafter referred to as the "SDS Hospital"); and

**WHEREAS**, the Service Provider has shown interest before the University to provide medical Services through SDS Hospital as per the requirement of the University and the University has agreed to the same on the terms and conditions mentioned in the Agreement.

**NOW THEREFORE**, in consideration of mutual promises and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the University and the Service Provider, intending to be legally bound, agree to the set forth below.

## UTTAR PRADESH

### 1. Definitions

In this Agreement, the following words and expressions have the following meanings:

**"Agreement"** means this Agreement between the Parties including any through written instrument by the Parties and shall include Appendices.

**"Appendix"** means any appendix to this Agreement. Any appendix is inseparably connected with this Agreement and forms an integral part of it.

**"Rules"** means all standards, rules, regulations and other requirements that must be complied with regards to the services provided under this Agreement, including applicable



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Director

legislation, government orders, ordinance, standards & rules, safety (including; health & sanitation codes and other Central, State & local laws and regulations effective in India.

**“Medical Services”** means the medical services as may be required by the University under this Agreement.

**“Cases”** means number of medicals service referred to the Service Provider by the University.

**“Accident Cases”** means cases related to injury or other ailment caused due to an accident inside the campus is referred to the Service Provider.

**“MI ”** means Medical Room of the University at Modipuram

**“Referral Letter”** means a letter referring a patient to the Service Provider for medical services to be provided at SDS Hospital and which is dully signed by the Authorized Representative/Registrar of the University.

## 2. **Subject matter**

The subject matter of this Agreement is setting of a legal frame for the engagement of Medical Service Provider through SDS Hospital from time to time. The Service Provider shall provide Medical Services as and when required by the University. However the University does not give any warranty on the minimum number of Cases to be referred to SDS Hospital. The University engages the Service Provider for providing Medical Services on non-exclusive basis i.e. the Service Provider does not have the right to be single source for the delivery of the Medical Services and the University can engage any third party for the provision of the similar medical services during the term of this Agreement.

## 3. **Representative and Warranties of the Service Provider**

The Service Provider represents & warrants that:

- 3.1 It has fully experienced and properly qualified team of Doctors and staff to provide the Medical Services and is properly licensed to perform all Services within the scope of this Agreement. Moreover, the Service Provider guarantees due and proper provision of the Medical Services in accordance with best medical practice. SDS Hospital is a Multi-Specialty Hospital with Physicians, Surgeons, Orthopedic Cardiologist , , Chest Specialist and Physiotherapists having Facilities, General Specialties and Super Specialties mentioned in Annexure I (“We/Our” stands for Service Provider and “You/Your” stands for the University);
- 3.2 SDS Hospital has Vaccination Facility, ECG, Pathology Lab Testing equipped with qualified Lab Technician, X Ray Technician, Radiologist, Pathologist etc mentioned in Annexure I (“We/Our” stands for Service Provider and “You/Your” stands for the University);
- 3.3 The Service Provider will always provide the Medical Services with all reasonable care, skill and diligence in accordance with best medical practice and the terms of this Agreement and in compliance with all applicable statutory and other relevant laws and regulations;
- 3.4 The Service Provider will ensure that Medical Services will be rendered in the quickest, most economic and most effective possible way and the Service Provider will be, in both Parties’ interest, committed to continuous improvement in its performance.
- 3.5 The Service Provider will use appropriate medical staff, equipment, apparatus, medicines and pathological tests for rendering efficient Medical Services to the employees of the University;
- 3.6 The Service Provider will ensure that the Pathological Lab Testing Facility, Blood Bank, Imaging Facilities etc available at SDS Hospital are maintained on regular basis and its test reports are authentic and reliable for treatment of the patient;
- 3.7 The Service Provider will maintain proper medical amenities including emergency service on 24 hour basis at SDS Hospital and shall maintain all necessary wards so that patients referred to SDS Hospital and in the event of the Accident at Plant of the University or otherwise shall be given proper medical facility, treatment and care.

## 4. **Medical Services**



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Based on the representations and warranties made by the Service Provider the University hereby agrees to take following medical services, on non-exclusive basis, as per the requirement of the University:

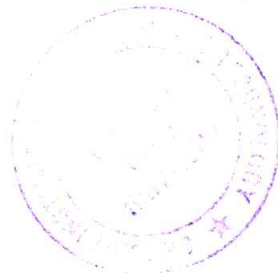
- 4.1 Treatment of patients referred by the authorized representative of the University
- 4.2 Medical Checkup of the persons referred by University
- 4.3 Free Ambulance facility to & from Campus
- 4.4 Medical treatment at concessional rates ( 20% discount on the Invoice raised in Patient's name)
- 4.5 The service provider shall provide access to its facilities to Bio medical Engineering and other students as nominated by the University for training/demonstration etc.

## **5. Performance of Medical Services**

5.1 For the purposes of timely settling any matters connected with the performance of Medical Services, the Medical Officer of the MEDICAL ROOM/ Authorised representative of the University and the Administrative Manager of SDS Hospital shall be deemed as representative who is/are authorized to act on behalf of the relevant Party. The representative of the University will coordinate with the representative of the Service Provider.

### **5.2 Obligation of the Service Provider**

- 5.2.1 The Service Provider shall provide Medical Services to the patient/employee(s) of the University carrying duly Filled form referred to SDS Hospital by MEDICAL ROOM.
- 5.2.2 The Service Provider shall provide Medical Services to only to those members/students of University who will carry the prescribed form dully filled, signed and referred to the Service Provider by the authorized representative of the University.
- 5.2.3 The Service Provider shall not take any amount of money at the time of admission from the patient/employee(s) of the University.
- 5.2.4 The Service Provider shall ensure that the patient/ employee(s) of the University are admitted/ treated as the case may be on a priority basis.
- 5.2.5 The Service Provider after due consultation with the Medical Officer of the University may refer the serious patients/ seriously injured employees of the University to higher Specialty Hospital if required.
- 5.2.6 The Service Provider shall have no role/responsibility after a patient/ employee(s) is referred out and discharged from SDS Hospital to a higher Specialty Hospital.
- 5.2.7 The Service Provider shall ensure the professionally accepted level of medical service to the patient/ employee(s) of the University. The Medical Officer/Authorized representatives of the University may visit SDS Hospital to meet with the patient and to discuss quality standards, review and interact with the doctor treating the patient of the University. During such visits and enquiries, the representatives of the University shall have reasonable access to the medical records of patient/employee(s) of the representative of the University be dealt with proper etiquette & courtesy.
- 5.2.8 The Service Provider shall on the reasonable request of the University, for involving advice of a specific medical professional/ specialist, should involve such professional.
- 5.2.9 The Service Provider shall not entertain any request by patients/employee(s) of University for prolonging/reducing rest period and should advise for rest on the basis of the progress report of the patient.
- 5.2.10 The Service Provider shall send back the duly filled form to the MEDICAL ROOM summarizing about the patient(s) treatment already given and the treatment for the future and next follow up dates both in scan form via e-mail immediately and original via courier/by hand on the day of discharge/advise.
- 5.2.11 The Service Provider shall keep the MEDICAL ROOM/Medical Officer of the University updated regarding the treatment given, progress and the approx. expenses



Shri Dev Shri Medicare Hospital Pvt. Ltd.



Director

being incurred during the treatment and future plan of treatment and prospective expense.

- 5.2.12 The Service Provider shall send the scan copy of discharge summary through e-mail to MEDICAL ROOM same day and the Original of the same along with all original bills, prescriptions, diagnostic/investigation reports, pathological reports or any other document required for claiming reimbursement of the amount paid to SDS Hospital from University related to treatment of patient/employee of University after discharge of the patient within 2 days of discharge of patient/employee(s) of University.
- 5.2.13 The Service Provider shall provide the University such information/additional information and assistance as may be required by the University in regard to settlement of the claim from Insurance University.
- 5.2.14 The Service Provider shall provide the ambulance service to the patient as per the requirement received on mail/ Phone from the MEDICAL ROOM/ authorized representative.
- 5.2.15 The Service Provider shall reserve one (1) bed for the patient/employee (s) of the University throughout the term of the Agreement. In case of more than one (1) admission in SDS Hospital are required, the patient/employee (s) of the University shall be given due preference or priority for treatment. In case there is no accommodation available for the patient/ employee (s) of the University the Service Provider shall make all reasonable efforts to arrange and get admitted the patient/ employee (s) of the University to other Hospital/Nursing Home in due consultation with MEDICAL ROOM.
- 5.2.16 The Service Provider shall comply with the Vendor Code of Conduct annexed to this Agreement as Annexure III.
- 5.2.17 The Service Provider shall ensure that the provisions of this Agreement shall apply in the same manner in respect of employees of any subcontractors, if any, and to the extent that the Service Provider subcontracts the Medical Services to subcontractors.
- 5.2.18 In the event of a serious and repeated breach of duty by an employee of the Service Provider which negatively impacts the Companies material interests, the University shall be entitled, without incurring any liability, to ask for the immediate substitution of such employee by the Service Provider.
- 5.2.19 The Service Provider shall provide the name and contact details of the Authorized Representative(s) of the Services Provider who can be approached by the University at 24 hour basis (Contact Detail: (1) Name **KAUSHIK** , Mobile No. **9917202028** ,Name : **TUSHAR** , Mobile No. **9259050171**
- 5.2.20 The Service Provider shall ensure that in case, blood is required to the patient/case referred by the University then the same shall be provided without delay and no replacement units of blood shall be asked from the patient's care takers or from the University.

### **5.3 Obligations of the University**

- 5.3.1 The University shall send dully signed copy of the Referral Letter (format attached as Annexure II) in the name of SDS Hospital along with the patient and a scan copy of the same should also be sent by the University through mail.
- 5.3.2 The University shall provide the name and contact details of the Medical officer/Authorized Representative to the Service Provider as and when there is any change.
- 5.3.3 The REFERRED MEMBER/PATIENT shall be obliged to pay the Service Charges as per this Agreement.
- 5.3.4 The University shall have no contractual or other relationship with the employees of the Service Provider and the University shall not be liable to the employees of the Service Provider for any payments or claims on account of their employment with the Service Provider or for any reason whatever. All of the Service Provider's personnel shall be considered employees of the Service Provider and under no circumstances shall they be construed or considered to be employees or agents of the University.

### **6. Service Charges & Payment Terms**



Shri Dev Shri Medicare Hospital Pvt. Ltd.



Director

- 6.1 In case where rates for a particular service is not mentioned in this Agreement and if such a service is provided to the patient with the consent in writing of the Medical Officer of the University then the rates of payment shall be mutually decided by the parties and the decision of the University in this regard shall be final and binding on the Service Provider/SDS Hospital.
- 6.2 All payments of the invoices of the Service Provider will be made by the Patient/ Member of the University and University will not be liable for any payment on account of the treatment referred by the University.
- 6.3 Service tax if applicable would be charged at the applicable rate and will be payable by the Patient/ Member. The Service Provider agrees to pay all taxes including, taxes due in respect of the Consulting Fee and to indemnify the University.

## 7. Confidentially

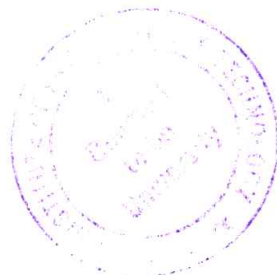
- 7.1 The Service Provider shall keep in strict confidence all the medical record and test reports of employees referred to SDS Hospital and information disclosed by the University under the provisions of this Agreement.
- 7.2 If the party receiving the Confidential Information is required under the law, the receiving party shall have the right to disclose provided it first promptly intimates the other party about the same.

## 8. Terms and Termination

- 8.1 This Agreement shall be effective from **April 05 2019** until (subject to earlier termination under the following sub-clauses) for three years . This Agreement may be extended on the terms and conditions mutually agreed in writing by the authorized representative of the Parties.
- 8.2 Notwithstanding, the provisions of clause 8.1 of this Agreement may be terminated by either Party by serving a notice of thirty (30) days in advance in writing to the other Party at its convenience i.e. for any reason or no reason. Medical Services shall continue for the full extent of the notice period if the University is interested to take Medical Services during the notice period.
- 8.3 Upon termination of this Agreement, all the rights and obligations of the Parties thereto shall terminate, save that termination shall not affect or prejudice any accrued right to damages or other remedy which the University may have in respect of the event giving rise to the termination or any other right to damages or other remedy which the University may have in respect of any breach thereof which existed at or before the date of termination.
- 8.4 The termination of this Agreement by the University for any reason whatsoever shall not give to any liability on the part of the University to pay any compensation to the Service Provider for loss of any profit or business.

## 9. Indemnification

- 9.1 The Service Provider undertakes to indemnify the University against all fines, penalties and losses incurred by reason of the breach of the terms stipulated under this Agreement or due to deficiency of service.
- 9.2 The Service Provider, shall at all times indemnify and keep indemnified, the University against any claim in respect of any claim, damage or compensation under applicable law or rules made there under, by any person upon the University on account of negligence on the part of SDS Hospital or any breach of law by SDS Hospital.



Shri Dev Shri Medicare Hospital Pvt. Ltd.



Director

**9.3** That if at any time during the operation of this Agreement or thereafter the University is made liable in any manner whatsoever by an order, direction or otherwise of any court, Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-personnel of the Service Provider, or to any third party in any event not restricted but including as mentioned in sub clause 9.1 and 9.2 herein above, the Service Provider will immediately pay to the University all such amounts and costs also and in all such cases/events, the opinion of the University shall be final and binding upon the Service Provider. The University shall be entitled to deduct any such amount as aforesaid from any pending bills of the Service Provider.

**9.4** The Service Provider further undertakes to indemnify the University against all damages/losses which may cause to the University due to disclosure of any confidential data or information to outsider.

## **10. Jurisdiction, Arbitration and Governing Law**

In the event of any dispute, difference, claim or controversy (the "Dispute") about the validity interpretation, implementation or alleged breach of any provision of this Agreement, such dispute or difference shall be settled amicably between the Parties through escalation and mediation. If Parties are not able to settle the "Dispute" within a period of 15 days or such other extended period as agreed by the Parties, then either Party may submit the Dispute to arbitration to be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996, as amended Arbitration shall be held in Meerut, Uttar Pradesh India the dispute shall be referred to a sole arbitrator who shall be a neutral and suitably qualified third party appointed by the Chief Financial Officer of the University. The arbitration proceedings shall be conducted and the award shall be rendered in English language. Award rendered by the arbitrator shall be final, conclusive and binding on Parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction. Each party shall bear the cost preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties, unless the award otherwise provides. This Agreement will be governed in all respects by the laws of India. Courts of Law at Meerut shall have the exclusive jurisdiction over all matters arising out of this Agreement.

## **11. Force Majeure**

**11.1** For the purpose of the Agreement, Force Majeure shall include national emergency, war, prohibitive governmental regulation, strike, riot, lockouts, trade disputes, acts or restraints of governments, imposition or restrictions on exportation or from any other cause not within the control of either Party.

11.2 If either Party is affected by Force Majeure it shall notify the other party of the nature and extent of the circumstances in question within three (3) days of such event happening.

11.3 Notwithstanding any other provision of this Agreement, neither Party shall be deemed to be in breach of this Agreement or otherwise be liable to the other, for any delay in the performance or non-performance is due to any Force Majeure of which it has notified to the other Party, and the time for the performance may be extended accordingly by mutual Agreement of both Parties.

11.4 If either Party claims Force Majeure and is accordingly relieved under sub clause 9C hereof from performing any of its obligations under this Agreement for such period as the Parties may mutually agree, then the other Party may, notwithstanding any other provision of this Agreement forthwith terminate this Agreement and the Agreement shall thereafter be treated as null and void but without prejudice to any right of actions available under the law by either Party to any antecedent breaches.



Shri Dev Shri Medicare Hospital Pvt. Ltd.



Director

**12 General Provisions**

**12.1 Representation:** The Parties represent that the persons signing the Agreement on their behalf are duly authorized to sign this Agreement.

**12.2 Amendment/Modification:** No amendment or modification of this Agreement shall be valid or binding on either party hereto, unless reduced to writing and executed by the duly authorized persons of the Parties.

**12.3 Mode of Notice:** All notices, reports, requests or demands required or permitted under this Agreement shall be sent through email, registered post/courier by hand by the either Party properly addressed to the other Party.

**12.4 Severability:** The invalidity or unenforceability of any provision contained herein shall not affect the validity of the remaining provisions thereof. In case of such invalidity or unenforceability the Parties thereto shall substitute such invalid or unenforceable provision by a new valid and enforceable provision which shall most closely achieve the economical purpose of the invalid or unenforceable provision.

**12.5 Compliance:** The Service Provider has represented that SDS Hospital is registered with the office of Chief Medical Officer, Meerut and while providing medical services to the University, the Service Provider/ Hospital shall comply with the provisions of all laws, rules and bye-laws for the time being in force in India affecting the medical services.


**12.6 Waiver:** Any waiver by the University of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by the University shall be in writing.


**12.7 Survival:** Notwithstanding any provision contained herein to the contrary, the obligations of the Parties related to terms of payment, indemnification, confidentiality and dispute resolution shall remain in effect even after this agreement is terminated.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands the day and year first above written

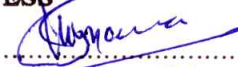
**For and on behalf of the University**

**For & on behalf of the Service Provider**

Signature:   
Name: VIJAY K. SINGH  
Designation: Registrar

Shri Dev Shri Medicare Pvt. Ltd.  
Signature:   
Name: KRISHAN K.R. Director  
Designation: M.D.

**WITNESS**

Sign:   
Name: V.D. Sharma,  
Designation: Addl Registrar (Confd.)

