



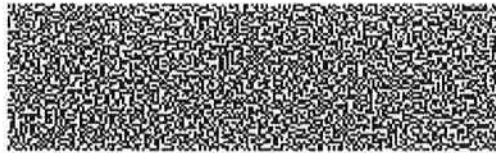
INDIA NON JUDICIAL

Government of Karnataka

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Certificate No. : IN-KA34010342014246U
Certificate Issued Date : 02-Jun-2022 01:04 PM
Account Reference : NONACC (FI)/ kaksfcl08/ KOLAR/ KA-KO
Unique Doc. Reference : SUBIN-KAKAKSFCL0893471590164767U
Purchased by : DEAN AH AND BS S D U A H E R KOLAR
Description of Document : Article 12 Bond
Description : M O U
Consideration Price (Rs.) : 0
(Zero)
First Party : ASTER R V HOSPITAL BENGALURU
Second Party : DEAN AH AND BS S D U A H E R KOLAR
Stamp Duty Paid By : DEAN AH AND BS S D U A H E R KOLAR
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and executed on 20th Monday of June 2022 and effective from the date of posting interns.

BY AND BETWEEN

Aster RV Hospital, located at CA-37, 24th Main, 1st Phase, J.P. Nagar, Bengaluru, Karnataka - 560078, India herein after referred to as "FIRST PARTY" (which expression shall, unless repugnant to or

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

inconsistent with the context or meaning thereof, mean and include its executors, trustees for the time being, its legal representatives, success or in-interest, executors, and permitted assigns)

And

Whereas from Faculty of studies in **Allied Health and Basic Sciences (FAHBS)** of Sri Devaraj Urs Academy of Higher Education and Research (SDUAHER), Tamaka, Kolar – 563 103, a deemed to be University hereinafter called **SDUAHER** assigns the other part represented by Dean-FAHBS under the administrative ambit of Registrar, SDUAHER as **SECOND PARTY**

“Aster RV Hospitals” and **“SDUAHER”** are individually referred to as **“First Party”** and **“Second Party”** respectively and collectively referred to as Parties.

WHEREAS

- A. **Aster RV Hospital** is a leading health care provider delivering best clinical training to make them productive in Medical Imaging Services. It is a part of the DM Healthcare chain, established to provide world-class, patient-centric centres, driven by Medical innovation and culture of excellence. The state-of-the-art super speciality hospital is 250 bedded and 53 bedded ICU. Aster RV Hospital is well equipped with high-end 3 Tesla MRI, 128 slice MD CT, ultrasonography with 3D and 4D probes, Samsung DR X-ray machine, Dexa scan and mammography. Also having best in class infrastructures and technology like Biplane Cath lab and Intra operative MRI.
- B. SDUAHER, through Faculty of Allied Health and Basic Sciences has Department of Allied Health Sciences offering Graduate, Para-medical courses in Allied Sciences. One such program is **B.Sc. Imaging Technology**.
- C. SDUAHER evinced interest in engaging **Aster RV Hospitals** for sending its interns enrolled in the Program for the purpose of observation and training at the Aster RV Hospitals.
- D. **Aster RV Hospitals** has agreed to permit the interns enrolled in the Programs to visit the clinical areas of the Units for the purpose of observing the Medical diagnosis and treatment administered to the patients.
- E. The Parties hereby expressly agree to enter into this Agreement recording the terms and conditions governing the above mentioned arrangement.

NOW THEREFORE, THE PARTIES TO THE AGREEMENT WITNESS AS UNDER

1. Scope of the Agreement

Aster RV Hospitals shall permit the interns of B.Sc. Imaging Technology.

- a. B.Sc. Imaging Technology interns to visit its units for the purpose of observing the medical diagnosis and treatment administered to the patients develop the requisite skills and advanced training.
- b. SDUAHER shall intimate in advance, the list of interns and the time period during which they will visit the units.
- c. It is understood by the Parties hereto that this Agreement is based on good faith and the assurances given by either Party to provide mutual support and cooperation to help the

interns enrolled in the Programs to obtain practical training and skill development. **There is no financial consideration involved in this Agreement.**

2. Term

- ~~a. This Agreement is valid for a term of 6 years from the effective date, after whose expiry~~
both the Parties may extend/renew this agreement for a further period of time, mutually agreed in writing, on the same or renewed terms and conditions.

3. OBLIGATIONS OF SDUAHER

- a. SDUAHER shall identify a batch of interns from the Program, in order to visit **Aster RV Hospitals** for a period of **6 months** as a part of their clinical Internship wherein the interns will be permitted to be present in the clinical area for observation and development of skills.
- b. SDUAHER takes the sole responsibility to provide training objectives to the interns.
- c. SDUAHER shall share the number of interns and the dates of their visit to the Units for clinical positing **6 months** in advance with Aster RV Hospitals.
- d. SDUAHER shall not take the responsibilities of arranging transportation and other such logistics for the interns.
- e. SDUAHER understands that, due to the delicate nature of medical cases, interns shall not be permitted to touch any patient for examination or for provision of treatment and the interns shall not be permitted to run any equipment. SDUAHER understands that the clinical positing visits to the Aster RV Hospitals are purely training in nature.
- f. SDUAHER shall assure that the interns will comply with the guidelines, put forth by Aster RV Hospitals guidelines prescribing the 'do's and don'ts' in the college and/or hospital premises of the units during the clinical postings. In the event, Aster RV Hospitals finds that a student is flouting Guidelines, It may ask such student to leave the premises forthwith as patient safety is of utmost importance.
- g. SDUAHER expects to send the batch of interns from the academic year 2022-23.
- h. SDUAHER shall appoint a coordinator and notify, in writing, to Aster RV Hospitals. The coordinator shall be the single point of contact for the purpose of this Agreement.

4. OBLIGATIONS OF ASTER RV HOSPITALS

- a. Aster RV Hospitals shall permit, based on the list of interns shared by SDUAHER in two weeks advance in the academic year, the interns visit the clinical area for a period of six months for the sole purpose of observation/training.
- b. Aster RV Hospitals confirms that it has the requisite number of qualified Radiographers/CT & MRI Technologists in its units for the purpose of this Agreement.
- c. Aster RV Hospitals experts shall take clinical sessions during the postings, solely based on the curriculum and preferable clinical sessions shared by SDUAHER.
- d. Aster RV Hospitals to appoint a coordinator and notify, in writing to SDUAHER. The coordinator shall be the single point of contact for the purpose of this Agreement.

- e. Aster RV Hospital HR team will visits SDUAHER, through career counseling & placement cell, conducts career counseling activity and placement interview for eligible candidates of B.Sc. Imaging Technology interns.

5. CONFIDENTIALITY

- a. The Parties understand that in the course of their association, they shall have access to confidential information of the other Party. Accordingly, the Parties agree that such confidential information shall be maintained in the strictest confidence and trust and shall not be revealed to any third party and shall not be used for any purpose other than what is authorized through this Agreement.
- b. Any information shared by the other Party and is available in the public domain or which the Party comes to know about through, other than violation of any law or legal obligation owed to the other Party, shall not form a part of Confidential Information.
- c. Both the Parties may disclose confidential information to competent authority, if required under law.
- d. Failure to maintain confidentiality of the information shall entitle the affected Party to sue the defaulting Party for such violation.

6. REPRESENTATIONS AND WARRANTIES

- a. SDUAHER represents and warrants that
 - i. It has the legal competency, authority and capacity to enter into and execute this binding Agreement.
 - ii. It has due permissions, consents, infrastructure, qualified personnel and expertise to offer and duly conduct the Programs.
 - iii. The clinical postings, visits and the nature of transaction of this Agreement is legal and permitted by SDUAHER other accrediting bodies.
 - iv. It shall take full responsibility to train and teach the students enrolled in the Programs as per the applicable laws, regulation and guidelines.
 - v. It shall take full responsibility to provide details of the preferable posting sessions, contents and topics to be covered, as per the guidelines laid down by the appropriate authorities, during the clinical postings of the interns at Aster RV Hospitals.
- b. Aster RV Hospitais represents and warrants that
 - i. It has the legal competency, authority and capacity to enter into and execute this binding Agreement.
 - ii. It has the requisite expertise and qualified personnel as mentioned in Clause 4(b) of this Agreement to duly fulfill its obligations mentioned in this Agreement.

7. LIABILITY

- a. SDUAHER shall defend, hold harmless and indemnify Aster RV Hospitals against any action, demand, suit, notice, penalty, proceedings, damages, instituted by third party, patients or any government authority against Aster RV Hospitals for any act and/or

omission and/or misrepresentation and/or violation of any provision of this Agreement by SDUAHER or its students visiting Aster RV Hospitals.

- b. SDUAHER shall defend, hold harmless and indemnify Aster RV Hospitals against any action, demand, suit, notice, penalty, proceedings, damages, instituted by any of the interns enrolled in the Programs or the associates of the students or government authority or accrediting body or any third party for any violation of the curriculum or course laid down to duly conduct the Programs by government authority and/or any accrediting body or for occurrence of any untoward incident and/or civil wrong and/or criminal act due to the association of any student or agents or associates.

8. DISPUTE RESOLUTION JURISDICTION

- a. Any dispute arising out of or in relation to this Agreement shall be subject to the Jurisdiction of courts in Bengaluru and the laws of India shall be applicable for such disputes.

9. TERMINATION

- a. Either parties may terminate this Agreement without any cause by providing a notice in writing to the other Party 60 (sixty) days in advance.
- b. Non-breaching Party may terminate this Agreement immediately, in case of expiry of cure period of 30 (thirty) days provided by the non-breaching Party to cure any breach of this Agreement to the breaching Party and the breaching Party has failed to cure/remedy the said breach.
- c. Aster RV Hospitals may terminate this Agreement immediately, if the Agreement is posing a threat to patient safety or if the students are repeatedly violating the policies of Aster RV Hospitals.

10. NOTICE

- a. Any notice or other communication required to be given hereunder shall be in writing and dispatched by hand delivery or registered post acknowledgement due (RPAD) to the address specified below and shall be deemed sufficiently made on the date of delivery if delivered by hand, or on the date of receipt if dispatched by RPAD. Either Party may change its address for the purpose of this clause, by giving an advance written notice to the other Party.

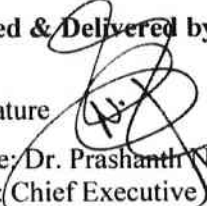
The Registrar
Sri Devaraj Urs Academy of Higher Education and Research
Tamaka, Kolar-563103

Chief Executive Officer,
Aster RV Hospital,
CA-37, 24th Main, 1st Phase, J.P. Nagar,
Bengaluru, Karnataka - 560078, India

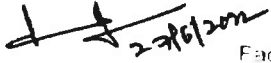
11. MISCELLANEOUS

- a. No amendments or additions or any modifications or alterations to the provisions of this Agreement shall be effective, unless it is in writing and signed by each Party.
- b. This Agreement is executed in two counterparts on a stamp paper and each counterpart shall be deemed to be an original and together shall constitute one and the same instrument.
- c. This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter
- d. The headings to this Agreement are for convenience only and shall not affect the construction of this Agreement.
- e. If any clause or provision of this Agreement, or the application of such clause or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such clause or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.
- f. Waiver by either Party of any term or condition of this Agreement at any one instance shall not be deemed or construed to be a continuing waiver of such term or condition for any subsequent breach of the said term or condition.
- g. It is agreed and understood by the Parties that they are entering into this Agreement on a principal to principal basis and at no point, under any circumstances whatsoever, the relationship shall be construed to be otherwise, of an employee, partner, agent, representative, associate or anything else, other than what is clearly provided under this Agreement.

IN WITNESS WHERE OF the parties have through their respective duly authorized representatives, executed the Agreement the day, month and year first herein above written.

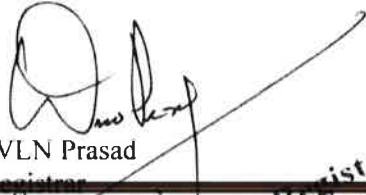
Signed & Delivered by Aster RV Hospitals

Dr. Prashanth. N.
CHIEF EXECUTIVE OFFICER
ASTER RV HOSPITAL
CA-37, 24th Main, 1st Phase,
J.P. Nagar, Bengaluru - 560 078.
Signature
Name: Dr. Prashanth N
Title: Chief Executive Officer

Signed & Delivered by Sri Devaraj Urs Academy of Higher Education and Research, Kolar.

Signature 
Name : Dr.C.D.Dayanand
Title : Dean FAHBS
Address: SDUAHER, Tamaka, Kolar-563 101
Dean
Faculty of Allied Health Sciences
Sri Devaraj Urs Academy of
Higher Education & Research
Kolar-563 101

Witness 1

Signature



Name : Dr. DVLN Prasad

Title : The Registrar

Address: Tamaka, Kolar-563101

Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
Tamaka, Kolar - 563 101.

Witness 2

Signature



28/6/2022

Name : Dr. Sarala N

Title : Director of Academics, SDUAHER

Address: Tamaka, Kolar-563101

Director Academics
Sri Devaraj Urs Academy of Higher Education & Research
Tamaka, Kolar-563 101.

Witness 3

Signature



Name : Dr. Anil Kumar Saklesh

Title : Professor & HOD, Dept. of Radio Diagnosis,
C.L.J. Hospital & Research Centre

Address: Tamaka, Kolar-563101

Prof. & HOD,
Dept. of Radio Diagnosis,
C.L.J. Hospital & Research Centre
Tamaka, KOLAR-563 101.

