

SDUAHER (RLJH &RC), which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the **FIRST PART**.

AND:

BRAINS Private Limited, a company incorporated under the Indian Companies Act. 2013 with its registered office at No 560,3rd Floor .9th main, Near Metro station, Indiranagar, Bangalore Karnataka 560038.Branch office at #192, T Mariyappa Road, Lalbagh, Siddapura, Jayanagar 1st Block, Bengaluru, Karnataka 560011, represented herein by its authorized signatory Founder and CMD, Dr NK Venkataramana (hereinafter referred to as "BRAINS Private Limited " which expression shall unless repugnant to the subject or context thereof mean and include its administrators, successors-in-interest and permitted assigns) of the **SECOND PART**;

WHEREAS, **SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH** is providing Medical Education and Healthcare related services to its beneficiaries and clients.

WHEREAS, BRAINS Private Limited represented by Dr. N.K Venkataramana are desirous to join the said **SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH** and are willing to extend medical facilities and treatment in respect of Neurosurgery to its Patients and agreed terms and conditions, and the service Doctors is interested in providing the beneficiaries and patients of R.L.Jalappa Hospital and Research Centre (RLJH &RC) with Medical/Hospitalization Services as required by the Hospital in order to meet its undertakings, all as detailed in this agreement herein below; and

WHEREAS, the parties are interested in putting their agreement in writing, all in accordance and subject to that agreed and detailed in this agreement.

THEREFORE, IT IS AGREED AND CONDITIONED BETWEEN THE PARTIES AS FOLLOWS:


Article 1: Effective Date

- 1.1 The Parties hereby agree that the Effective date of the Agreement shall be the date on which the agreement is signed.
- 1.2 The preamble to this agreement and the annexure attached there to constitute an integral part thereof.

Article 2: Declarations and Undertakings of the "BRAINS Private Limited"

- 2.1 The BRAINS Private Limited declares and undertakes that they have all the registrations/licenses/approvals/authorizations required by law in order to provide the services pursuant to this agreement and that they have the skills, knowledge and experience required in order to provide the service as required in this agreement.




Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
Tamaka, Kolar - 563 103.

The BRAINS Private Limited declares that they have never committed a criminal offence which prevents them from practicing medicines and that no criminal charge of any kind has ever been filed against them due to medical malpractice and / or no civil claim has ever been filed against them due to damage inflicted during medical treatment. The BRAINS Private Limited also undertakes to inform the SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH

- 2.2 any complaint of medical malpractice, which may be filed against them during the period of the agreement.

Article 3: Services

The BRAINS Private Limited undertakes to provide the service in a meticulous, precise, reliable, professional manner and at the highest level of service, to the complete satisfaction of the SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH and in accordance with additional instructions to be issued from time to time by the SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH

- 3.1 and brought to the attention of the Doctors.

Resources: BRAINS Private Limited shall provide the necessary Clinical expertise/Specialist doctors to operate the department. SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH shall provide the necessary space and utilities, clinical and paramedical staff for the department.


The BRAINS Private Limited shall treat SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH beneficiaries courteously and according to good business practices.

- 3.2 The BRAINS Private Limited will extend priority admission facilities to the beneficiaries, whenever possible. However the right of admission will always be the prerogative of the Doctors.
- 3.3 BRAINS Private Limited shall ensure that medical treatment/facility with all due care and accepted standards is extended to the beneficiary.

Article 4: Terms & conditions

- 4.1 Appointment is purely temporary & on revenue sharing basis.
- 4.2 **Exclusivity:** BRAINS Private Limited will be the exclusive service provider of Neuro Surgery, Neurology Interventional Neurology, Spine and Neuro-Spine Trauma Services.
- 4.3 Consultation charges
- a. BRAINS Private Limited will be paid 80% of the total OPD consultation fee collected by RLJH &RC.
- b. For Inpatient ward visit where patient is admitted primarily for **NON Neuro medical issues**, BRAINS Private Limited is paid 80% of the consultation fee collected by RLJH &RC.




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c. Remuneration:

For Neuro Surgery: SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH will pay BRAINS Private Limited a Part retainer ship of INR 3,00,000/- (INR Three Lakhs only) per Neuro Surgeon, who will be eligible for the post of Assistant/Associate consultant as per NMC guidelines. Based on the work load and on mutual agreement services of a second neuro surgeon may be employed and the pay for such addition will be on mutual agreement.

This will be in addition to the revenue share which is governed under para 4.3(a,b) and 4.4 of this MOU

Note:- The above shares applies only for the procedures and consultation charges respectively & there will be no shares in drugs & Consumables.

4.4 In patient professional fees payable to Brains:

- a) **For Non Govt scheme cases:** BRAINS Private Limited will be paid 50% of the total revenue on all in-patient services of patients admitted under Neuro Sciences, including Medical management/procedures/intervention/ operation that they carry out at OPD/Ward/Day Care/ Minor OT/ Procedure room/ Operation Theatre for diagnostic, palliative or therapeutic purpose excluding drugs consumables and implants.
- b) **For Govt Schemes cases:** BRAINS Private Limited will be paid a fixed remuneration of INR 10,000/- per minor cases and INR 20,000/- per major cases.

4.5 BRAINS Private Limited team Professional charges of the month will be paid to BRAINS Private Limited before 10th day of the subsequent month after necessary income tax deductions. A detailed statement of consultant charges will be provided to the BRAINS Private Limited team.

4.6 BRAINS Private Limited team should abide by the rules and regulation of the SRI DEVARAJ URS MEDICAL COLLEGE from time to time.

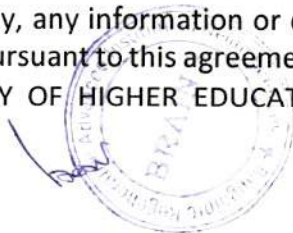
4.7 BRAINS Private Limited team shall run the OPDs daily between 9.00 AM to 4.00 PM and also operate & do the procedures round the clock and attend Emergency calls as and when necessary. This coverage can be based on tele consultation of physical visit based on the medical condition.

Article 5: Employer-Employee Relationship Shall Not Exist

5.1 It is agreed that no employee-employer relationship shall exist between the parties and that the Doctors services as an independent contractor for all intents and purposes.

Article 6: Confidentiality

The BRAINS Private Limited team undertakes to maintain in confidence and not to reveal to any person or body, any information or data which they receives through and subsequent to providing the services pursuant to this agreement, and which pertains, directly or indirectly, to the SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH or ITS clients, including – and without



derogating from the generality of the aforesaid – names, addresses, details and medical background of the SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH clients, information which pertains to the SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH work (including terms of agreement with its clients, nature of service, consideration for the service, etc.) or any other data.

In order to eliminate any doubt, it is agreed that the contents of Section 6.1 above cannot derogate from the duty of the Doctors to report to the SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH any data, information or medical background which is brought to their attention in the framework of their work for the SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH and which is likely to be relevant to the SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH. The transfer of information as stated shall be done subject to the work procedures of the SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH, to be established from time to time.

- 6.1 BRAINS Private Limited hereby declares that they know that their undertaking will be in force for the entire duration of the agreement, as well as at any time after this agreement is terminated for the period of agreement.
- 6.2 The BRAINS Private Limited declares that they knows that their undertaking pursuant to this agreement are pre-requisite to work in the Sri Devaraj Urs Academy of Higher Education and Research

Article 7: Period of Agreement/Termination

- 7.1 The agreement will remain in force for 03 (Three) years and may be extended on mutual consent.
- 7.2 During the said extension period mentioned in Section 7.1 above, the same terms the existed during the period of the original agreement shall apply, unless it is otherwise expressly agreed between the parties in writing.
- 7.3 BRAINS Private Limited shall be entitled to terminate this agreement, with no reason, with prior written notice to the other party, at least 90 days in advance.
- 7.4 Articles 2,3,5,6 and 7 form the essence of the agreement and the breach thereof shall be deemed to be a fundamental breach.

Article 8: Identification of Beneficiaries

- 8.1 The BRAINS Private Limited team agrees to get ID card issued to them bearing the logo and the wordings of SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH issued by the authorities.
- 8.2 For the benefits of patients, the BRAINS Private Limited team shall display the recognition and promotional material at prominent location, preferably at the reception and admission counter and Casualty/Emergency departments.



8.3 It is advisable to collect the Aadhar card of the patients and to submit later along with the bills to raise bills from SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH to BRAINS Private Limited team.

Article 9 : Doctors Services –Admission Procedure

9.1 **Outpatient Services:** BRAINS Private Limited RAINS team will give outpatient & In-patients services as per the guidelines & procedures of SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH.

Article 10: Billing Procedure

- 10.1 Final bill should be submitted to SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH preferably in the format as per the charges agreed. In case if there are any deficiencies in the documents submitted by BRAINS Private Limited team to SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH. SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH should intimate it within 10 working days from the date of receipt of the documents.
- 10.2 The bills must be as per the agreement. Any higher amount claimed by the BRAINS Private Limited team will be deducted.
- 10.3 The Final docket for onward submission to SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH for immediate payment must contain the following.
- Copy of Patients' ID card with legible UHID/IP number
 - Copy of preauthorization letter and acceptance letter from patients for any insurances & for all Govt. insurance schemes
 - Copy of final bill & discharge summary detailed break up of miscellaneous, consumables & other charges during hospitalization.
 - Original Investigation reports with corresponding prescription /request.
 - Pharmacy bill if supplied by hospital with corresponding prescription.
 - Any other statutory documentary evidence required under law.
 - Any other related documents.

Article 11: Payment Terms & conditions

- 11.1 SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH collects the payments from patients & agrees to pay to BRAINS Private Limited before 10th day of the subsequent month after necessary income tax deductions. A detailed statement of consultant charges will be provided to the BRAINS Private Limited team.
- 11.2 Bill discounting methodology in conjunction with bank or approved company of Insurer to pay to providers within 10 working days of bills received in complete format. The methodology will be annexed after consulting all the payers and on mutually agreed terms.



Article 12: BLANK

Article 13: Jurisdiction & Arbitration of disputes

- 13.1 Any Disputes, claim arising out of this Agreement are subject to arbitration and jurisdiction of the courts of Bengaluru. Any amendments in the clauses of the Agreement can be effected as an addendum, after the written approval from both the parties.
- 13.2 Any dispute, difference or question arising from this agreement shall be discussed between the parties and resolved amicably. If any amicable solution cannot be reached within 60 days either party shall have the right to have the said dispute settled by arbitration in accordance with the rules of India Arbitration Act and the venue of the Arbitration shall be place of signing the agreement.

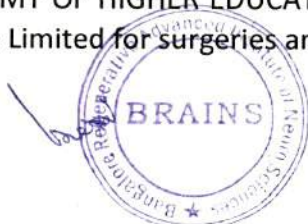
Article 14: Notice

- 14.1 A notice which a party to this agreement shall send to the other at the addresses stated in the preamble to this agreement shall be deemed to have reached its destination at the end of 72 hours from the day it was forwarded for delivery by registered mail. BRAINS Private Limited undertakes to inform the SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH of any change in their address immediately upon such change occurring. This agreement replaces any prior agreement or understanding that existed, if existed, between the parties, whether orally or in writing, and the provisions of this agreement shall bind the parties for all intents and purposes.
- 14.2 Any amendment, change or cancellation of the provisions of this agreement shall be made in writing and shall be signed by the parties.

Annexure I

SCOPE OF SERVICES- BRAINS

1. Establish and operate Trauma care and Neuro Sciences services which includes Neurology, Neuro Surgery, Spine disorders, Neuro surgical trauma, Neuro Critical care, and Interventional Neuro Radiology and Neuro rehabilitation. These services will be provided at the premises of the SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH or at BRAINS Private Limited based on the criticality and availability of medical infrastructure
2. Posting of a Neuro Surgeon to SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH. Other specialties will be covered by visiting faculty.
3. Establish and manage academic program as per the MCI guidelines in Neurology, Neuro Surgery, Interventional Neuro Radiology, Neuro Critical Care
4. Till the proper civil and clinical infrastructures are established, BRAINS Private Limited Hospital will extend its super specialty infrastructure to the patients of SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH and transfer the patients to BRAINS Private Limited for surgeries and transfer them back to the Medical institute.



5. Rotation training to select Medical Post Graduate trainees at BRAINS Private Limited

SCOPE OF SERVICES- SRI DEVARAJ URS MEDICAL COLLEGE

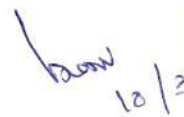
1. Provide BRAINS Private Limited and its staff access to SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH
2. Provide required civil and clinical infrastructure which includes OT, ICU, Medical equipments and Instruments, Diagnostic facilities etc
3. Provide clinical, paramedical and support staff which are necessary for smooth running of the dept.
4. Provide access to its academic facilities to facilitate BRAINS Private Limited to establish academic program as per the scope.
5. Posting of relevant Post graduate trainees to the clinical departments as per the scope, at both the facilities
6. Extend facilities, viz ER, ICU, OT etc., as per the clinical and business needs to facilitate smooth functioning of the Neurosciences services.
7. Extend its Diagnostic facilities to BRAINS Private Limited

IN WITNESS THEREOF THIS AGREEMENT WAS EXECUTED BY OR ON BEHALF OF THE PARTIES THE DAY AND YEAR FIRST BEFORE WRITTEN.


Registrar

1. **Sri Devaraj Urs Academy of Higher Education and Research**
(SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH)

FIRST PART

2. 

(BRAINS Private Limited.)
SECOND PART



WITNESSES:

1. 

2. 
TRIVICRAMA
Executive Director
BRAINS Pvt Ltd.

