



**Dr. MUNINARAYANA. C,** hereinafter referred as "**SDUAHER**" as party of the **FIRST PART.**

**AND**

**OVUM Woman and Child Specialty Hospital (a Unit of Neonatal Care & Research Institute Pvt. Ltd.), Bangalore** represented by Dr Anil Kumar B N Consultant, Neonatology which expression shall wherever the context so requires or admits mean and include its legal representatives, successors-in-interests, administrators and permitted assigns, hereinafter referred to as **OVUM** as party of the **SECOND PART.**

**SDUAHER & OVUM** may hereinafter be referred to individually as "Party" and collectively as "Parties".

**WHEREAS:**

**SDUAHER** was established with the focus on provisioning of Medical Education, Research, Health Care and other Social Services to the rural population, under the aegis of Sri Devaraj Urs Educational Trust for Backward Classes, Kolar.

**OVUM,** represented by Dr Anil Kumar B N Consultant Neonatology, was established to provide medical facilities in respect of Super Specialty treatment to its Neonatology patients.

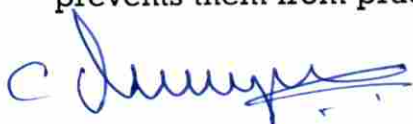
Both the parties are willing to collaborate to extend the medical treatment facilities offered by **OVUM** specifically related to Neonatology to the beneficiaries and patients of **R.L.JALLAPPA HOSPITAL & RESEARCH CENTRE (RLJH)** and **SRI DEVARAJ URS MEDICAL COLLEGE (SDUMC)**, the constituent college of **SDUAHER**, as per the terms and conditions detailed in this agreement herein.

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

**1 Declarations and Undertakings of the "OVUM"**

1.1 The **OVUM** declares and undertakes that they have all the registrations / licenses / approvals / authorizations required by law to provide the services pursuant to this agreement and they have the required skills, knowledge and experience to provide the services as per agreement.

1.2 The **OVUM** declares that they have never committed a criminal offence which prevents them from practicing medicines and that no criminal charge of any kind



2 Anil Kumar B.N.

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.

## **2 Services**

- 2.1 The **OVUM** shall provide Neonatology consultation.
- 2.2 The **OVUM** undertakes to provide the service in a meticulous, precise, reliable, professional manner and at the highest level of service, as per this MoU and in accordance with reasonable additional instructions to be issued from time to time by the **SDUAHER**.
- 2.3 The **SDUAHER** shall provide the necessary space and utilities, clinical and paramedical staff to operate the Neonatology services at **SDUAHER**.
- 2.4 The **OVUM** shall treat SDUAHER beneficiaries in a courteous manner and according to good business practices.

## **3 Terms & conditions**

### **3.1 RETAINERSHIP**

The **OVUM** will charge Rs. 15000 per visit (per week) for providing the neonatology consultation.

- 3.2 **OVUM** will raise the bill accordingly and SDUAHER will pay within one month of receiving the bill from OVUM.
- 3.3 **OVUM** doctor should abide by the rules and regulations of the SDUAHER from time to time.
- 3.4 **OVUM** doctor will be available one day in a week as mutually agreed upon.
- 3.5 **OVUM** doctor should give prior notice / information about his non-availability during his working hours and make necessary alternative arrangements.
- 3.6 **OVUM** doctor will provide outpatient & In-patients services as per the guidelines & procedures of **SDUAHER**.



#### **4 Confidentiality**


- 4.1 The **OVUM** team undertakes to maintain confidentiality and not to reveal to any person or body, any information or data during the course the services pursuant to this agreement, which pertains, directly or indirectly, to the **SDUAHER** or its associates including names, addresses, details and medical background or any other information – commercial or non-commercial.

#### **5 Period of Agreement / Termination**

- 5.1 The agreement will remain in force for **one year** from the effective date and may be extended on mutual consent.
- 5.2 The parties to the agreement can mutually agree to include / delete any of the terms and conditions set forth in this MoU, through a separate sign-off for the amendment.
- 5.3 If either of the party is aggrieved by the other party due to material deviation from performance of this MoU, the aggrieved party may terminate the agreement, by giving one month notice to the other party.



#### **6 Jurisdiction & Arbitration of disputes**

- 6.1 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 affected as an addendum, after the written approval from both the parties.
- 6.2 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.



Anil Kumar. B.N.

IN WITNESS THEREOF THIS AGREEMENT IS EXECUTED BY OR ON BEHALF OF THE PARTIES.

 <p>REGISTRAR SDUAHER Registrar Sri Devaraj Urs Academy of Higher Education and Research Tamaka, Kolar - 563 103.</p>	 <p>DR. ANIL KUMAR B N, CONSULTANT - NEONATOLOGY OVUM REPRESENTATIVE</p>
--	--

**WITNESSES:**

NAME: VENU GOPAL REDDY G

DESIGNATION: Medical Director & Physician

SIGNATURE: 

NAME: DR. SUDHA REDDY V. R

DESIGNATION: PROFESSOR & HOD  
Dept of Pediatrics

SIGNATURE: 