



सत्यमेव जयते

INDIA NON JUDICIAL

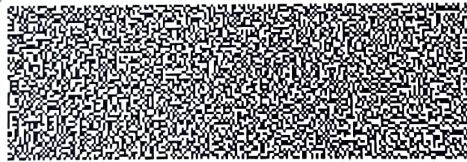
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Government of Karnataka

e-Stamp

Certificate No. : IN-KA79021811522185R
Certificate Issued Date : 23-Aug-2019 11:19 AM
Account Reference : NONACC (FI)/ kaksfcl08/ KOLAR/ KA-KO
Unique Doc. Reference : SUBIN-KAKAKSFCL0881966691079942R
Purchased by : REGISTRAR S D U A H E R TAMAKA KOLAR
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : REGISTRAR S D U A H E R TAMAKA KOLAR
Second Party : NARAYANA HRUDAYALAYA LIMITED BANGALORE
Stamp Duty Paid By : REGISTRAR S D U A H E R TAMAKA KOLAR
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

SRI SAI SOUHARDA CREDIT
CO-OPERATIVE Ltd.,
Doddapete, Opp: B.E.O. Office
KOLAR - 583 101.



Please write or type below this line

Tie-up Agreement

This Tie-up Agreement is made and executed on 23rd day of August 2019 and effective from 1st day of September 2019 at Bangalore.

BY AND BETWEEN

Narayana Hrudayalaya Limited, a registered company existing under the Companies Act, 2013, having its registered office at 258/A, Bommasandra Industrial Area, Hosur Road, Bangalore,

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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.

Karnataka- 560099 India, through its Unit **Narayana Multi Specialty Hospital, Whitefield** situated at Plot No. 3&4, ITPL Main Road Opp to ITPL Main Gate, Sadaramangala Industrial Area, Whitefield, Bengaluru, Karnataka 560066, **Narayana Institute of Cardiac Sciences** situated at 258/A, Bommasandra Industrial Area, Hosur Road, Bangalore, Karnataka- 560099 India and RL Jalappa Narayana Health Cardiac care center situated at Sri Devaraj Urs Academy of Higher Education and Research Tamaka, kolar , hereinafter called “Narayana Health”, which expression shall, when the context so admits, include its successors and permitted assigns of one part.

And

Sri Devaraj Urs Academy of Higher Education and Research, Tamaka, Kolar – 563 103, a Deemed to be University (comprising Sri Devaraj Urs Medical College and the teaching Hospital R.L.Jalappa Hospital and Research Centre) hereinafter called **SDUAHER**”, which expression shall, when the context so admits, include its successors and permitted assigns of the other Part.

“**Narayana Health**” and “**SDUAHER**” are individually referred to as “**first Party**” and “**second Party**” respectively and collectively referred to as Parties.

WHEREAS

- A. Narayana Health is a leading health care provider delivering Cardiac healthcare service. NH owns and operates chain of multispecialty and superspecialty hospitals and facilities in different locations in India and abroad.
- B. SDUAHER, at its Hospital Premise, owns a Heart Centre named R.L. Jalappa Narayana Health Cardiac Care Centre (**RLJNH Heart Centre**) since more than a decade serving the needs of patients. The RLJNH Heart Centre is operated and managed by Narayana Health.
- C. SDUAHER, through Faculty of Allied Health and Basic Sciences has department of Allied Health Sciences offering undergraduate and postgraduate, para- medical courses in Allied Sciences. Two such programs are B.Sc. Cardiac Care Technology and B.Sc. Cardiac perfusion Technology (**Programs**).
- D. SDUAHER evinced interest in engaging Narayana Health through its units – RLJNH Heart Centre, Narayana Multispecialty hospital at Whitefield (**NH Whitefield**) and Narayana

Institute for Cardiac Sciences (NICS) (collectively referred to as the **Units**) for sending its students enrolled in the Programs for the purpose of observation and training.

- E. Narayana Health has agreed to permit the students 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.
- F. 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

- a. Narayana Health shall permit the second academic year students enrolled in the Programs to visit its Units for the purpose of observing the medical diagnosis and treatment administered to the patients and develop the requisite skills.
- b. SDUAHER shall provide the curriculum, preferable clinical sessions and its contents and topics, as per the applicable laws, regulations and guidelines, to be discussed during the clinical postings.
- c. SDUAHER shall notify Narayana Health four weeks in advance the list of students and the time period during which they will visit the Units.
- d. 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 students enrolled in the Programs 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 9 years (for 3 batches, the first batch students visits Narayana Health from 2020-21) 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 students from the second academic year of the Programs, in order to visit RLJNH Heart Centre and NH Whitefield for a period of two months as a part of their clinical posting wherein the students 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 modules, curriculum and framework of the course to be taught in the Programs and accordingly provide the requisite training and teaching to the students. SDUAHER shall also take responsibility of recruiting requisite qualified faculty as per applicable laws, guidelines and regulations, except as mentioned in Clause 4(b) of this Agreement.
- c. SDUAHER shall provide the list of contents and topics to be covered in the curriculum and clinical sessions held at the Units of Narayana Health, during the postings, as per the applicable laws, regulations and guidelines.
- d. SDUAHER shall share the calendar of Programs along with the number of students and the dates of their visit to the Units for clinical positing 04 weeks in advance with Narayana Health. In addition, SDUAHER shall provide the requisite curriculum and preferable clinical sessions to be taken during the clinical postings, as per applicable laws, guidelines and regulations.
- e. SDUAHER shall take all the responsibilities of arranging transportation and other such logistics for the students.
- f. SDUAHER understands that, due to the delicate nature of medical cases, students shall not be permitted to touch any patient for examination or for provision of treatment and the students shall not be permitted to run any equipment. SDUAHER understands that the clinical positing visits to the Units of Narayana Health are purely observatory in nature.
- g. SDUAHER shall assure that the students will comply with the guidelines, put forth by Narayana Health, prescribing the 'dos and don'ts' (NH Guidelines) in the hospital premises of the Units during the clinical postings. In the event, Narayana Health finds that a student is flouting NH Guidelines, Narayana Health may ask such student to leave the premises forthwith as patient safety is of utmost importance.

- h. SDUAHER expects to send the first batch of students from second academic year during the calendar year of 2021.
- i. SDUAHER shall appoint a coordinator and notify, in writing, to Narayana Health. The coordinator shall be the single point of contact for the purpose of this Agreement.

4. OBLIGATIONS OF NARAYANA HEALTH

- a. Narayana Health shall permit, based on the list of students and calendar of Programs shared by SDUAHER at the beginning of the academic year, the students enrolled in the second academic year of the Programs to visit the clinical area of RLJNH Heart Centre and NH Whitefield, for a period of two months, for the sole purpose of observation.
- b. Narayana Health confirms that it has the requisite number of qualified cardiologists and qualified cardiac surgeons in its Units for the purpose of this Agreement.
- c. Narayana Health, its doctors and paramedics shall take clinical sessions during the postings, solely based on the curriculum and preferable clinical sessions shared by SDUAHER with Narayana Health. SDUAHER understands that Narayana Health shall not take responsibility for the contents and topics covered in the curriculum and clinical sessions.
- d. Narayana Health shall appoint a coordinator and notify, in writing, to SDUAHER. The coordinator shall be the single point of contact for the purpose of this Agreement.

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 clinical sessions, contents and topics to be covered, as per the guidelines laid down by the appropriate authorities, during the clinical postings of the students at Narayana Health.
- b. Narayana Health 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 Narayana Health against any action, demand, suit, notice, penalty, proceedings, damages, instituted by third party, patients or any government authority against Narayana Health for any act and/or omission and/or misrepresentation and/or violation of any provision of this Agreement by SDUAHER or its students visiting Narayana Health and its Units.

- b. SDUAHER shall defend, hold harmless and indemnify Narayana Health against any action, demand, suit, notice, penalty, proceedings, damages, instituted by any of the students 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. Narayana Health 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 Narayana Health.

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.

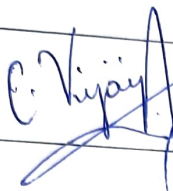
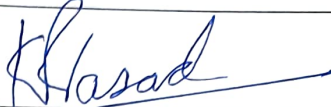



The Registrar
Sri Devaraj Urs Academy of Higher Education and Research
Tamaka, Kolar-563103

Narayana Health
258/A, Bommasandra Industrial Area,
Hosur Road, Bangalore- Karnataka- 560099 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 WHEREOF the parties have through their respectively duly authorized representatives, executed the Agreement the day, month and year first herein above written.

Signed & Delivered by Narayana Hrudayalaya Limited	Signed & Delivered by authorized representative of Sri Devaraj Urs Academy of Higher Education and Research.
Signature 	Signature 
Name: 	Name: D.K.N. VENKATESHWARA PRASAD Registrar
Title: Witness 1	Title: Sri Devaraj Urs Academy of Higher Education and Research Tamaka, Kolar - 563 101. Witness 2
Signature 	Signature 
Name: DR. C. D. DAYANAND	Name: NAGARAJ
Address: FATHS. SDVAHER	Address: N/A FACILITY DIRECTOR

R.L. Jalappa Narayana Heart Centre
Tamaka, KOLAR - 563 101.