

having registered office at 98, HAL Airport road, Bangalore - 560 017 hereinafter called MANIPAL HOSPITAL which expression shall, when the context so admits, include its successors and permitted assigns of the one Part.

And

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

“MANIPAL HOSPITAL” and “SDUAHER” are individually referred to as “First Party” and “Second Party” respectively and collectively referred to as Parties.

WHEREAS

- A. Manipal Hospital is a leading health care provider delivering healthcare service. It owns and operates chain of multispecialty and superspecialty hospitals and facilities in different locations in India and abroad.
- B. SDUAHER, at its referral hospital RLJH&RC of SDUMC, since more than a decade serving the needs of patients.
- 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. One such program is **B.Sc. Renal Dialysis Technology**.
- D. SDUAHER evinced interest in engaging Manipal Hospital white field for sending its students/interns enrolled in the Program for the purpose of observation and training at nephrology division.
- E. Manipal Hospital 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. **Manipal Hospital - Whitefield** shall permit the interns/students of B.Sc. Renal dialysis technology 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 students/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 students 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 students/interns from the Program, in order to visit Manipal hospital Whitefield for a period of two months as a part of their clinical posting/Internship 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 objectives to the students. .
- c. SDUAHER shall share the number of students and the dates of their visit to the Units for clinical positing 02 weeks in advance with Manipal Hospital.
- d. SDUAHER shall not take the responsibilities of arranging transportation and other such logistics for the students.
- e. 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 Manipal hospital are purely training in nature.
- f. SDUAHER shall assure that the students will comply with the guidelines, put forth by Manipal hospital guidelines prescribing the 'do's and don'ts' in the hospital premises of the Units during the clinical postings. In the event, Manipal Hospital 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 students/interns from the academic year 2021.
- h. SDUAHER shall appoint a coordinator and notify, in writing, to Manipal hospital. The coordinator shall be the single point of contact for the purpose of this Agreement.

4. OBLIGATIONS OF MANIPAL HOSPITAL

- a. Manipal hospital shall permit, based on the list of students shared by SDUAHER in two weeks advance in the academic year, the students/interns visit the clinical area of Manipal hospital Whitefield, for a period of two months, for the sole purpose of observation/training.
- b. Manipal Hospital confirms that it has the requisite number of qualified nephrologists in its Units for the purpose of this Agreement.
- c. Manipal Hospital doctors and paramedics shall take clinical sessions during the postings, solely based on the curriculum and preferable clinical sessions shared by SDUAHER.

- d. Manipal Hospital 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.

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 Manipal Hospital.
- b. Manipal hospital 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 Manipal Hospital against any action, demand, suit, notice, penalty, proceedings, damages, instituted by third party, patients or any government authority against Manipal Hospital for any act and/or

omission and/or misrepresentation and/or violation of any provision of this Agreement by SDUAHER or its students visiting Manipal hospital Whitefield.

- b. SDUAHER shall defend, hold harmless and indemnify Manipal hospital 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. Manipal hospital 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 Manipal hospital.

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

Director - Manipal hospital

ITPL Main Rd, KIADB Export Promotion Industrial Area,
Krishnarajapura, Bengaluru, Karnataka 560066

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 respective duly authorized representatives, executed the Agreement the day, month and year first herein above written.

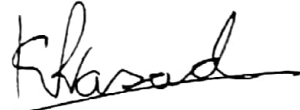
Signed & Delivered by Manipal hospital Whitfield

Signature

Name:

Title:

Signed & Delivered by authorized representative of Sri Devaraj Urs Academy of Higher Education and Research, Tamaka, Kolar 563103.



Signature:

Dr. KNV Prasad

The Registrar, SDUAHER

Tamaka Kolar 563103

Registrar

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

Witness 1

Signature:

Name: Dr. M. Madhavi Reddy

Title: I/c. Dean, FAH&BS

Address: SDUAHER, Tamaka,

Kolar - 563103

Dean

Faculty of Allied Health Sciences

Sri Devaraj Urs Academy of

Higher Education & Research

Tamaka, Kolar-563 101

Witness 2

Signature:

Name: Dr. C.D. Dayanand

Title: HoD of Allied Health Services

Address: SDUAHER, Tamaka,

Kolar 563103

Head of the Department

Allied Health Sciences,

SDUAHER, Tamaka,

KOLAR-563 101.