

Trust for Backward Class, a Trust registered under Indian Trust Act, 1882 (PAN: AAATS5344P) represented by its Register which expression shall, unless it be repugnant to the context, mean and include its successors and assigns of the FIRST PART:

AND

Vittala International Institute of Ophthalmology (VIIO), a unit of Sri Keshava Trust, charitable trust (PAN: AACTS1012L) having its principal place of business at CA site #1,2nd cross, 2nd main, 7th block, Hosakerehalli, Banashankari 3rd stage, Bangalore-560085, hereinafter referred to as "VIIO" which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its executors, trustees for the time being, its legal representatives, successors-in-interest, executors and permitted assigns of the SECOND PART.

WHEREAS

Whereas RLJH&RC, Tamaka, Kolar has approached Vittala International Institute of Ophthalmology to provide screening of newly born babies for Retinopathy of Prematurity as well as to treat wherein VIIO has agreed to the requests as detailed below:

1. To provide the services of Eye screening of prematurely born babies for Retinopathy of Prematurity (ROP) at R.L.Jalappa Hospital & Research Center, Tamaka, Kolar. The VIIO shall conduct the screening by a technician with a RetCam provided by VIIO on every Monday of the week. The fundus photos will be uploaded to the dedicated software maintained by VIIO. The Ophthalmologist at VIIO shall study the picture online & give the opinion. If diagnosed for ROP, VIIO shall arrange for treatment immediately after appraising the babies' parents as well as the concerned hospital authorities. The Hospital shall provide the details of contact persons in Neonatal Intensive Care Unit (NICU)/ Hospital to VIIO screening team for coordinating the activities. Follow up of such babies will also be done.
2. VIIO shall arrange for intravitreal Anti-VEGF and Laser treatment of babies diagnosed with ROP at NICU in R.L.Jalappa Hospital & Research Center, Tamaka, Kolar.

3. VIIO shall provide FREE screening to patients. Patients under any health scheme (RSBY) would be charged for any procedures done for treatment ROP and the amount claimed from the scheme shall be completely deposited to VIIO account.
4. This Memorandum of Understanding is valid for a period of TWO years from this date. The parties can terminate this MOU with one month's notice on either side.

5. INDEMNITY

R.L.Jalappa Hospital & Research Center, Tamaka, Kolar agrees to indemnify, keep indemnified and hold harmless and defend VIIO from and against any, every and all claims, liabilities, judgments, fines, penalties, cost or demands arising from or in connection with the performance or non-performance of its obligations or the exercise of its rights or breach of any representations and warranties under this Agreement except for all those liabilities arising of any complications & untoward consequences occurring during screening, treatment or postoperatively for ROP. VIIO has agreed for this indemnity clause.

6. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions hereof will be unaffected thereby and remain valid and enforceable as if such provision had not been set forth herein. The parties agree to replace such provision by a valid and enforceable provision that most closely approximates the intent and economic effect of such severed provision in the contest of this agreement.

7. DISPUTES

The courts in Bengaluru, India, shall have exclusive jurisdiction to settle any dispute, difference of claim arising out of or in connection with this Agreement between the Parties ('Dispute'). The Parties agree the courts in Bengaluru, India are the appropriate and convenient court to settle disputes and accordingly no party will argue to the contrary.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND HEREUNTO SIGNED AND SEALED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

For Vittala International Institute of Ophthalmology, a unit of Keshava Trust, CA site 1, 2nd Cross, 2nd Main 7th Block, Hosakerehalli, Banashankari 3rd Stage, Bengaluru.

Authorized Signatory




Dr. Krishna Murthy

Medical Director

For R.L.Jalappa Hospital & Research Center, Tamaka, Kolar.

Authorized Signatory



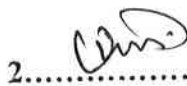
Registrar, SDUAHER

Registrar

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

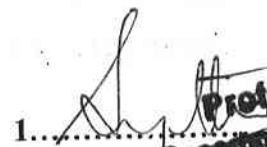
In the presence of:


1. 

2. 



In the presence of:

1.  Professor & HOD
Department of Ophthalmology
Sri Devaraj Urs Medical College
Tamaka, Kolar - 563 101

2. 
DR. SUDHA REDDY. V.F
Prof & HoD of Paediatrics
SDUMC, Tamaka, Kolar,