



AND

**VITTALA INTERNATIONAL INSTITUTE OF OPHTHALMOLOGY**, a unit of Sri Keshava Trust, a charitable trust (PAN: < AACTS1012L >) having its principal place of business at CA Site #1, 2nd Cross, 2nd Main, 7th Block, Hosakerehalli, Banashankari III 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, **RLJH&RC** engaged in the business of, inter-alia, operating a teaching hospital at Tamaka, Kolar by the name RL Jalappa Hospital and Research centre is in need of speciality services in area of Vitreo-Retinal Surgery

WHEREAS, VIIO is a pioneer in the above areas of knowledge & patient treatment for the last 21 years at CA site # 1, 2<sup>nd</sup> cross, 2<sup>nd</sup> main, 7<sup>th</sup> Block, Hoskerehalli, Banashankari III Stage, Bangalore .

WHEREAS, RLJH&RC has approached VIIO for providing the above services at a reasonable cost on terms & conditions as mentioned herein below:

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

**SCOPE OF SERVICES:**

VIIO shall depute Vitreo –Retinal Surgeon to RLJH&RC on 4<sup>th</sup> Saturday of every Month from time to time to perform all vitreoretinal surgeries

**OBLIGATIONS OF RLJH&RC:**

RLJH&RC shall coordinate scheduling of patients for surgeries & pool patients on the day of visit of VIIO Surgeons on the scheduled date as decided by VIIO. RLJH&RC shall take the responsibility of the work up, evaluation of cases and maintenance of medical records including consent forms for procedures as per their institutional rules and regulations.

The Number of surgeries on the day of visit shall be decided by VIIO. However RLJH&RC shall intimate to VIIO the number expected for Vitreoretinal surgeries though E-mail.

**RLJH&RC shall mandatorily make available an Anesthetic Doctor at OT on all days of surgery visits.**

RLJH&RC shall provide all in-house Technical staff to VIIO specialist.

Post treatments followup and further management of the patient shall be the responsibility of RLJH&RC with the supervision and consultation of the VIIO consultant;

RLJH&RC shall provide all the infrastructure and assistance to VIIO in the Hospital.

**PAYMENT FOR THE SERVICES:**

RLJH&RC shall pay remuneration of Rs.25,000/- (Twenty five Thousand only) per visit for Vitreo-Retinal Surgery.

RLJH&RC shall pay the charges on a monthly basis to VIIO.

**TERM AND TERMINATION**

This Agreement shall be deemed to have commenced from 14-06-2023 and shall be in force for an initial period of Twenty Four (24) months from the said date. Thereafter, the parties may extend the Agreement on terms to be mutually agreed upon.

Either Party may, without cause, terminate this Agreement by giving to the other 30 (Thirty) days prior written notice.

Expiry or earlier termination of this Agreement shall not prejudice any rights of the parties that may have accrued prior thereto.

**CONFIDENTIALITY:**

Each Party shall treat any data and information, whether written, oral or visual, disclosed to it or which comes into its possession or knowledge in connection with this Agreement as confidential and shall not disclose the same to any others, except as may be required by law or as may be required to be disclosed on a "need-to-know" basis for implementing this Agreement.

**ASSIGNMENT:**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned to any third Party, unless otherwise agreed in writing by both parties.

**FORCE MAJEURE:**

Neither Party shall be not liable to the other for failure nor delay in the performance of any of its obligations under this Agreement for the time nor to the extent such failure or delay caused by force majeure or reasons beyond the reasonable control of the concerned Party. This shall not however apply to the obligation to make accrued payments.

**NOTICES:**

Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by hand against written acknowledgement or receipt, or sent by registered mail, or by facsimile followed by a confirmation letter by registered mail, at or to each of the parties at the addresses set forth in this Agreement.

**NO AGENCY:**

It is clearly understood and accepted by both parties that this Agreement and the contract between the parties evidenced by it are on "principal to principal" basis and nothing herein contained shall be construed or understood as constituting either Party hereto the agent or representative of the other under any circumstances.

**EXECUTION:**

This Agreement is executed in 2 (two) counterparts, one to be retained by each Party and each of which shall be treated as an original and both of which embody one and the same Agreement.

**GOVERNING LAW AND ARBITRATION:**

This Agreement shall be governed by the laws of India. Any disputes or differences whatsoever between the parties which cannot be settled by mutual discussions shall be settled by arbitration at Bangalore by a sole arbitrator to be mutually appointed by the parties under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The language for arbitration shall be English.

**SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions here of shall 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.

**INDEMNITY**

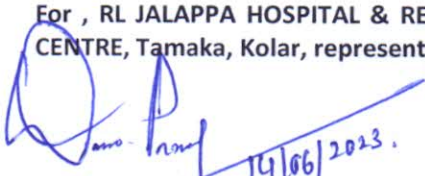
Both Parties agree to the other Party to indemnify, **keep indemnified and hold harmless and defend VIIO from and against any, every and all claims, liabilities, judgments, fines, penalties, cost or demands arising from or in connection with the performance or non-performance of its obligations or the exercise of its rights or breach of any representations and warranties under this Agreement & for all those liabilities arising of any complications & untoward consequences occurring during the treatment or post-operative phase.**

## DISPUTES


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

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

For, RL JALAPPA HOSPITAL & RESEARCH CENTRE, Tamaka, Kolar, represented by

  
14/06/2023.  
Dr. D.V.L. N Prasad  
Registrar, SDUAHER.

For Vittala International Institute of Ophthalmology, represented by

  
Dr. Krishna R Murthy,  
Medical Director

**Dr. KRISHNA R. MURTHY**  
MBBS, DO, FMRF, MRCO (LON); PhD., MNAMS  
Consultant - Vitreo-Retinal Services  
KMC No. 50150

Witnesses :

1.   
14.6.23  
Medical Superintendent  
R.L. Jalappa Hospital & Research Centre  
Tamaka, Kolar-563103.

Witnesses :

  
**B. Prabhushankar**  
Manager Administration  
Vittala International Institute of Ophthalmology

2. 

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