

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding entered into on the 29th Day of July 2021, between ROTARY BANGALORE MUTHAPPA ATTAVAR MEMORIAL HOSPITAL (RBMAMH), Channasandra, Bangalore represented by Mr. Arthur Santosh Attavar residing at #38/1, 30th cross, 3rd main, 7th block, Javanagar,

Rajarajeswari Medical College & Hospital

facilities management of the Hospital subject to other legal obligations elsewhere specified in this MOU.

AND WHEREAS the first party is willing to make available to the second party the use of Schedule A property and the equipments described in Schedule B property, in order to enable the second party to manage the facilities for the benefit of the community.

AND WHEREAS the parties have finalized the terms and have thought it fit to reduce the terms agreed between them, into writing by way of this Memorandum of Understanding.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

- The first and second party agree to run the hospital in the name and style of ROTARY BANGALORE MUTHAPPA ATTAVAR MEMORIAL HOSPITAL (RBMAMH) (Managed by RAJARAJESHWARI MEDICAL COLLEGE & HOSPITAL, RRMCH)
- 2a. The first party has this day made available to the second party all that is part and parcel of schedule Λ Schedule B properties.
- 2b. The Second party hereby agrees to use schedule Λ & B properties as person of ordinary prudence and to promote community work.
- The Second party has assured the first party that, it would use the equipments mentioned in Schedule B through competent professionals who know handling of the said equipments and facilities.
- 4. The Second party assures the first party that, it would run hospital using Schedule A & B properties without profit motive and only for doing charity work. The Second party shall ensure that all equipments, Plant and Machinery are maintained well and in running condition and shall keep the premises clean and hygienic at all times.
- 5. For administration and running of the hospital, a committee herein after called as "Governing Council" shall be constituted with nine members including five members from RBMAMH out of which three members from Attavar

Rajarsjeswari Medical College & Hospital Kambirara, Mysore Road, The Second Party hereby undertakes to indemnify the First party from and against any liabilities, obligations, Expenses, Losses, Damages, Sente, Demands, Claims or Actions, which may arise or which may be assented by any third party, any time, during the term of this agreement or with to its termination by reason of any Negligence and /or default on the part of the Second Party and or any of its Personnel.

- To confirm that the second party would comply with all its obligations it has
 agreed give a commitment separately in writing to the first party.
- The fee to be collected for services shall be as decided and fixed by the
 governing council. Any surplus generated will be deployed or ploughed back
 into the general activities of the Rotary Muthappa Attavar Memorial Hampital.
- 9. The Second party shall keep all schedule A & B properties fully insured
- 10. The period of this Memorandum of Understanding is for a period of two years. However either of the parties can at its sole discretion terminate this Memorandum of Understanding with 60 days written notice to the other party.
- 11. The second party is a fully established Medical College duly recognized by the Government and other statutory bodies.
- 12. RRMCH will provide additional equipments/tools/facilities for effective running of the hospital; however wherever possible, RBMAMH would also endeavour to support the cause by providing possible equipments/etc., through its own resources.
- 13. Nothing contained in this Memorandum of Understanding shall be assumed by either of the parties unless mutually agreed to and given in writing. The parties agree to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 14. The permission conferred in respect of Schedule A property by the First party to the Second party is a license to enter upon and use the schedule property and no interest per se is conferred in the Schedule property.

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Bangalore-560082 hereinafter called as FIRST PARTY and RAJARAJESHWARI MEDICAL COLLEGE & HOSPITAL (RRMCH), Kambipura, Mysore Road, Kengeri, Bangalore-560074 represented by Dr.B.Sathyamurthy, Dean, authorized representative as the SECOND PARTY.

WITNESSETH AS FOLLOWS:

WHEREAS THE 1st party is the owner of the property bearing No.29,30,31,32 Channasandra village, Bangalore South, Taluk, measuring 120/30 & 40/40 of a total area of 8027 Sq.ft, built up area of 2200 Sq.ft plus 2000 Sq.ft and vacant area of 3872 Sq.ft more fully described in the Schedule -A to this agreement and hereinafter referred to as the Schedule A Property.

AND WHEREAS, the first party herein has constructed a hospital on the said land and has installed some equipments which are as per attached list and a fully fledged hospital is existing.

AND WHEREAS various tools, equipments, beds, instruments which are installed by the first party, more fully described in the Schedule B to this agreement hereinafter referred to as 'Schedule -B Property'.

AND WHEREAS the second party has represented that it has the infrastructure and capacity including financial resources, to run the hospital and one of its objects is to do charitable work and the second party will be responsible for only

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F. Jarajeswari Modical College & Hospital
Kambipura, Mysore Road,
Kambipura, Mysore Road,
Langelore - 500 074



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Government of Karnataka

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Description of Document

Article 12 Bond

Description

AGREEMENT

Consideration Price (Rs.)

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First Party

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Second Party

RAJARAJESHWARI MEDICAL COLLEGE AND HOSPITAL

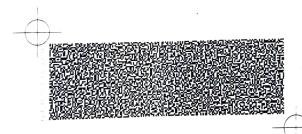
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Bangalore on this

By:



Najarajeswari Medical College & Hospital Kambipura, Mysore Road, Bangalore-560 074.

ing e-Stamp Mobile App of Stock Holding

The authenticity of this Stamp certificate should be verified at warmania.

Any discrepancy in the details on this Certificate and as available on the The onus of checking the legitimacy is on the users of the certificate in making of checking the legitimacy is on the users of the certificate.

please inform the Competent Authority

Padmashree Group of Institutions, having its office at No.144 & 145, Kommoghatta Kengeri, 560060, Bangalore Campus, Padmashree (hereinafter referred to as the FIRST PARTY, which term wherever so requires shall mean and include its other Trustees, legal context Managing administrators, Trustee, assigns etc.,) representatives, represented by its Managing Trustee Mr. T.K.Narayanappa

AND

M/s. RAJARAJESWARI MEDICAL COLLEGE & HOSPITAL having its institute and office at Kambipura Village, Mysore road, Kengeri, Bangalore – 560074, (hereinafter referred to as the SECOND PARTY, which term wherever the context so requires shall mean and include its other Trustees, Legal representatives, administrators, assigns etc.,) represented by authorized signatory Medical College Principal Dr. Naveen .S.

AND WHEREAS, the FIRST PARTY is the sole and absolute owner of Property bearing Sy no. 64, situated at Sulikere Grama Panchayath, Having site are measuring Est to West 30 feet and North to South 30 feet, and Built-up area of about 900 Sq. ft., more fully described under the Schedule written hereunder and hereinafter referred to as the Schedule property.

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Rajarajeswari Medical College & Hospital Kambipura, Mysore Road, Bangalore-560 074. AND WHEREAS, the FIRST PARTY is interested in utilizing the Schedule property for Public Purpose like conduct of education programs, conduct of Health check campus and other social activity

AND WHEREAS, the SECOND PARTY is an educational institution running Medical College, Dental college, and other courses associated with medical education.

AND WHEREAS, the FIRST PARTY has approached the SECOND PARTY to utilize the Schedule Property to run Free Day Care Center for the benefit of the patients of nearby villages to which the SEECOND PARTY has agreed.

NOW THIS MEMORANDUM OF UNDERSTANIND WITNESSETH THE FOLLOWING:

- The FIRST PARTY has agreed to give the Schedule Property to the SECOND PARTY for a period of THREE (3) years starting from 18.08.2021 and is valid only till 17.08.2024.
- The FIRST PARTY has agree to give the Schedule Property to the SECOND PARTY to run a health clinic and other medically associated activity.

News Bangalore Bangalore

Rajarajeswari Medical College & Hospital Kambipura, Mysore Road, Bangalore-560 074.

- The SECOND PARTY has agreed to run the health clinic Free of cost catering to the service of the patients and people of the nearby villages purely on Philanthropic Nature.
- 4. The FIRST PARTY shall hand over the Schedule Property to the SECOND PARTY in " as is where condition is " and the SECOND PARTY shall get the premised ready to its requirement all at its own cost and expenses. The SECOND PARTY shall not cause any damage to the Structure of the existing building in the Schedule Property.
- 5. In case the SECOND PARTY wants to do any structural changes, the SECOND PARTY shall submit the structural design and seek the written consent from the FIRST PARTY and shall carryout such changes strictly under the supervision of the Structural Engineer.
- 6. The FIRST PARTY has agreed with the SECOND PARTY that it shall not charge any rent for the usage of the Schedule Property, as long as the SECOND PARTY gives medical and other allied services to the patients and people of the nearby villages Free of Cost.

A anaging There is Bangalore

Rajarajeswari Metroal College & Hospital Kambipura, Mysore Road, Bangalore-560 074.

- 7. The SECOND PARTY has agree with the First PARTY, that the SECOND PARTY shall bear all the expenses on running and maintenance costs like Electricity Bill, Water Bill, day to day maintenance, annual painting expenses till the expiry of this MoU or the termination of the MoU.
- 8. The FIRST PARTY shall pay the annual property tax payable on the Schedule Property.
- 9. It is agreed between the FIRST PARTY and the SECOND PARTY that the Day Care Center shall be named and run under the name and style "PADMASHREE COMMNITY HEALTH CENETER MANAGED BY RAJRAJESWARAI MEDICAL COLLEGE HEALTH CLINIC" and the sign board shall display the said name.
 - 10. The FIRST PARTY has given to the second party only the present existing building to the DAY care Activity of the SECOND PARTY.
 - 11. The FIRST PARTY reserve the right to construct additional Floor/s on the existing ground floor and used the same for any other activity the FIRST PARTY deem fit and the SECOND PARTY shall not have any objection for the activities of the FIRST PARTY.
 - 12. The SECOND PARYT had agreed to hand over vacant possession of the Schedule Property in good and habitable condition subject to normal wear and tear to the FIRST PARTY agfter the completion of 3 years or earlier in case if the SECOND PARTY is unable to continue the task for which it has taken the Schedule Property.

Bangalore Tribasion of the state of the stat

Rajarajeswari Medical College & Hospilal Kambipura, Mysore Road, Bangalore-560 074.

- The SECOND PARTY shall not carry out any other activity other 13. than for which it has agreed with the FIRST PARTY.
- The Parties reserve the right to amend the terms and conditions 14. of this MOU on mutually agreed terms & conditions.

SCHDULE PROPERTY

All that piece and parcel of the Proparty bearing Sy No.64, situated at Sulikere, Kommagatta Villege, Kengeri Hobli, Bangalore south taluk, Bangalore- 560060. It coming under Sulikere Grama Panchyath, Having site are measuring East to West 30 feet and North to South 30feet, and Built up

East by :

Remaining land Sy No. 64

West by : North by :

Road Road

South by : Private Property

IN WITNESS WHEREOF the First Party, and Second Party have affixed their respective Signature to this Memorandum of Understanding (MOU), on the day, month and year first above mentioned presence of the following witnesses.

WITNESSES:

1. M. SREERAM. *23, Guruksupalayout Nagarabhavi Bangalore

FIRST PARTY

2.

Rajarajeswa FICOND PARTY ospital

Kambipura, Mysore Road, Bangalore-560 074.



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Second Party

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: BANGALORE CANTONMENT ROTARY TRUST

Article 37 Note or Memorandum

MOU

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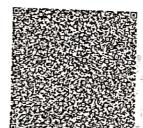
RAJARAJESHWARI MEDICAL COLLEGE HOSPITAL

BANGALORE CANTONMENT ROTARY TRUST

BANGALORE CANTONMENT ROTARY TRUST

(Fifty only)

FOR MANJUNATHA BOURARDA CREDIT CO-OPERATIVE LTD.,



Authorised Signatory

MEMORANDUM SE, HUDERATANDING

This MEMORANDUM OF UNDERSTANDING entered into on the 6th Day of November, 2013, between BANGALORE CANTONMENT ROTARY TRUST (BCRT), a Registered Trust located at 11, Promenade Road, Fraser Town, BANGALORE, represented by its Managing Trustee Mr. Balan Velan, (hereinafter referred to as FIRST PARTY) and RAJARAJESWARI MEDICAL COLLEGE & HOSPITAL, a fully established Medical College duly recognized by the Government of Karnataka and other statutory bodies, located at Kambipura, Mysore Road, Kengeri, Bangalore – 560074, and represented by its' Medical Director, Dr. D. L. Ramachandra, (hereinafter referred to as the SECOND PARTY).

The onus of checking the logitimacy is on the users of the certificate in case of any discrepancy please inform the Competent Authority.

WITNESSETH AS FOLLOWS:

WHEREAS THE First Party has the lease hold title of the property bearing S.No. 17, measuring 9000 sq. ft., built up area of 1700 sq. ft. (approx), more fully described in the **Schedule - A** to this agreement and hereinafter referred to as the **Schedule - A** Property.

AND WHEREAS, the first party herein has constructed a multi-purpose Community Centre as a part of the Schedule - A Property.

AND WHEREAS the Second Party has represented that as one of its' objectives is to do Charity Work and that it has the infrastructure, capacity and financial resources it is eager to run a Rural Health Centre on the Schedule - A Property for the benefit of the nearby villages and underprivileged members of the Community within the vicinity of the Schedule - A Property.

AND WHEREAS First Party has agreed to make available to the Second Party the use of the multi-purpose Community Centre of Schedule - A property and also agreed to:

- Renovate the Multi-purpose Community Centre
- Make necessary structural changes as suggested by the Second Party
- And provide Electricity and Water Supply connections to suit the needs of an Outreach Medical Centre and enable the Second Party to run a Medical outreach centre on the Schedule - A Property to benefit the community.

AND WHEREAS the Second Party has agreed to install, various tools, equipment, beds, instruments (more fully described in the Schedule B of this agreement and hereinafter referred to as Schedule B Property) which are required to equip and run the Medical outreach centre in an effective manner.

AND WHEREAS the Second Party has agreed to be solely responsible for running the Medical outreach centre and also for the facilities and management of the Medical outreach centre subject to other legal obligations specified elsewhere in this MOU.

AND WHEREAS the parties have finalized the terms and have thought it fit to reduce the terms agreed between them in to writing by way of this Memorandum of Understanding.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

 The First and Second parties agree to run the medical outreach centre in the name and style of ROTARY BANGALORE CANTONMENT – RAJARAJESWARI MEDICAL COLLEGE, RURAL HEALTH CENTRE.

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Description of Document

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First Party

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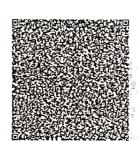
BANGALORE CANTONMENT ROTARY TRUST

BANGALORE CANTONMENT ROTARY TRUST

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(Fifty only)

For MANJUNATHA SOUHARDA CREDIT CO-OPERATIVE LTD.,



Authorised Bignatory

Please write or type below this line-----

2)

- a) The First Party has this day undertaken to commence the work to renovate the existing building and make structural changes in the Community Centre and provide the Electricity and Water Supply connections to it as specified by the Second Party. The First Party undertakes to complete the said works within a reasonable period of time from this day.
- b) The Second Party has undertaken to install Schedule B structures and equipment inside the building to set-up the Rural Health centre and commence operations within 90 days from the date the First Party hands ever the Building on the Schedule (A property.

- The authenticity or this stamp Ceruicate should be verified at Now.

 available on the website renders it invalid.

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- c) The Second party hereby agrees to use Schedule A property to promote community work.
- 3) The Second party has assured the first party that the Rural Health centre would be managed by a team of competent professionals with relevant and prior experience in running a Medical Centre and would be proficient in handling of its affairs.
- 4) The Second party assures the first party that, it would run the Rural Health centre using Schedule A & B properties without profit as motive and only for doing charity work. The Second party shall ensure that all equipment, plant and machinery are maintained well and in running condition and shall keep the premises clean and hygienic at all times.
- 5) RAJARAJESWARI MEDICAL COLLEGE & HOSPITAL will provide additional equipment/tools/facilities for effective running of the medical outreach centre; however if necessary and wherever possible, Bangalore Cantonment Rotary Trust would also endeavour to support the cause by providing possible equipment/ etc., through its own resources.
- 6) The second party shall be responsible for running of the Rural Health centre including all financial obligations, employment, obtaining medicines, giving medicines and maintenance.
- 7) For administration and running of the Rural Health centre, a committee herein after called "Governing Council" comprising of 9 members shall be constituted.
 - a) Five members of the Governing Council shall be nominated by Bangalore Cantonment Rotary Trust
 - b) Four members of the Governing Council shall be nominated by RAJARAJESWARI MEDICAL COLLEGE & HOSPITAL
 - c) The Chairman of the Governing Council shall be nominated amongst the Bangalore Cantonment Rotary Trust members.
 - d) The said Governing Council shall be the final authority in laying down the policy of running/ administration of the Rural Health centre.
- 8) The Second Party shall adhere to and be responsible for discharging all the statutory obligations and also for defending and/ or discharging any civil or criminal proceedings with respect to Medical negligence and any third party claims against the first party. The Second Party shall at least once in 3 months submit a status report to the governing council which shall include a



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Second Party

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Article 37 Note or Memorandum

: MOU

(Zero)

: RAJARAJESHWARI MEDICAL COLLEGE HOSPITAL

: BANGALORE CANTONMENT ROTARY TRUST

BANGALORE CANTONMENT ROTARY TRUST

FOR MANJUNATHA SOUHARDA CREDIT CO-OPERATIVE LTD.,



...Please write or type below this line.... management report as to the affairs of the Rural Health centre. All major decisions shall be brought to the council for review.

- 9) All day-to-day operations shall be the responsibility of the second party and all legal, medical and professional, occupational risks, associated with the treatment or patient management shall be the sole responsibility of the second party including all claims for medical or professional negligence. Pecuniary or otherwise and the first party shall be protected and kept indemnified from all and such risks or responsibilities at all times.
- 10) The Second party shall be responsible for payment of Electricity & Water charges as stipulated and shall also be responsible for arranging the

consumables required for proper functioning of the Rural Health centre. The second party or their successors shall not sub-let or lease the premises to any third party and shall not use it for commercial benefits nor shall they have any tenancy rights.

11) The fee to be collected for services, if any shall be as decided and fixed by the governing council. Proper accounting records shall be maintained by the second party which shall be audited at the end of the financial year. The fee so collected shall be used only for the operations of the Rural Health centre and any surplus generated will be deployed or ploughed back in to the development of Rural Health Centre.

12)

- a) The period of this Memorandum of Understanding is for a period of five years. However the Second Party undertakes to run the Medical outreach centre for a minimum period of three years. After the completion of Three years, either of the two parties can, at its sole discretion, terminate this Memorandum of Understanding with 60 days prior notice in writing, to the other party. This understanding is renewable with consent from both the parties.
- b) In case of any serious unforeseen issues arising during the period of this agreement, the Governing Council shall have the right to suspend this agreement and in such event the provision in clause 16 could be invoked.
- 13) If in the event or whenever this Memorandum of Understanding is terminated, the Second Party shall remove the Schedule B properties along with all equipments & items supplied by RAJARAJESWARI MEDICAL COLLEGE & HOSPITAL from the Rural Health centre building and also vacate it and will unconditionally and without any demure restore and return the Schedule A Property to the control of to the First Party in good condition.
- 14) The parties agree to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 15) If any dispute arises between the Parties hereto during the subsistence of this agreement or thereafter, in connection with or arising out of this agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996, by a panel of 3 (three) arbitrators. Each Party will appoint 1 (one) arbitrator and the (two) arbitrators so appointed will appoint the third or the presiding arbitrator. Arbitration shall be held at Bangalore, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.

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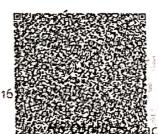
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BANGALORE CANTONMENT ROTARY TRUST

BANGALORE CANTONMENT ROTARY TRUST

(Fifty only)

For MANJUNATHA SOUHARDA CREDIT CO-OPERATIVE LTD.,



horised Signatory

ch Party represents to the other that it has the authority to enter into this Agreement.

- Please write or type below this line----b) Assignment. This Agreement and the rights granted under it may not be assigned or transferred by either Party without the written consent of the other Party.
- c) Entire Agreement and Modification This Agreement constitutes the complete and exclusive understanding between the Parties and it may be amended only by a written agreement signed by each of the Parties.
- d) Waiver If one Party fails to enforce any provision of this Agreement; it shall not be precluded from enforcing the same provision at another time.

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1. The audienticity of this Stamp Certificate should be verified at "www.shollestamp.com". Any discrepancy in the details on this Cerusome and adaptical on the website renders it invalid.

2. The coust of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Compotent Authority.

- e) Notices- All notices, requests and demands, and other communications required or permitted under this Agreement shall be in writing and either delivered personally or sent to the official address of the Party through recognized courier service or e-mail. Party may change its address by delivering notice of such change of address to the other Party.
- f) Severability- In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the Parties. In such event, the remaining terms and conditions of this Agreement will remain in full force and effect and enforceable.

SCHEDULE - A

Community centre with a built up area of 1700 sq. ft. (approx) built on property bearing S.No. 17, KakaRamanahalli village, Bidadi Hobli, Ramnagar Taluk & District, measuring a total area of 9000 sq. ft. and bound on:

East by: H.D Mudalagiriappa

West by: Government Road

North by: Lake

South by: Property of Mr. Suresh

SCHEDULE - B

Tools, equipment, beds and instruments as detailed and marked in ANNEXURE I attached herewith.

IN WITNESSETH WHEREOF, the parties herein have signed this Memorandum of Understanding on this 6th day of November, 2013 in the presence of the following witnesses.

Witnesses:

1. G. T. PAVI-KUHAR G.K. Fani Kuman 2. DR. SHASHKALA. MANJUNATTHA Shafabala H.

MEDICAL DIRECTOR

RST PARTY

Rajarajeswari Medical College & Hospital Kambipura, Bangalore - 74

RajaRajeswari Medical College & Hospital

Recognised by Medical Council of India & Govt. of India

A Constituent Institution of Dr.M.G.R. Educational and Research Institute, Chennai, India

(Deemed to be University)

MHRD G.O No. F10/4/2018-u.3(A) Dt:14.02.2019

UNIVERSITY WITH GRADED AUTONOMY STATUS











No.RRMCH/Com -MOU/2021-22

15-09-2021

Mr. Sadashiv Shetty Rotarian Bangalore Cantonment Rotary Trust 11, Promenade Rd, Sindhi Colony, Pulikeshi Nagar- Bangalore -. 560005

Respected Sir,

Subject: Renewal of MOU of K R Halli Health Centre- Reg.

This is to bring to your kind notice that a Memorandum of Understanding was signed between RRMCH & Bangalore Cantonment Rotary Trust from 05-11-2013 to 05-11-2018. As the MOU is expired, we would like to renew the MOU and continue our services and associations with you. Kindly do the needful.

Thanking you,

Yours faithfully

Rajarajeswari Medical College & Hospital

Kambipura, Mysore Road, Bangalore - 500 074.

SCHEDULE-A

Property bearing No.29,30,31 & 32 Channasandra Village, Bangalore South Taluk, measuring 120/30 & 40/40 of a total area of 8027 Sq.ft, built up area of 2200 Sq.ft plus 2000 Sq.ft and vacant area of 3872 Sq.ft and bound on:

East by: Temple and road

West by: Road

North by: Government Property

South by: Road

SCHEDULE -B

Tools, equipments, beds and instruments as detailed and marked in annexure I attached herewith.

IN WITNESSETH WHEREOF, the parties herein have executed this Memorandum of Understanding on the day, month and the year mentioned above in presence of the following witnesses.

WITNESSES:

1. Product

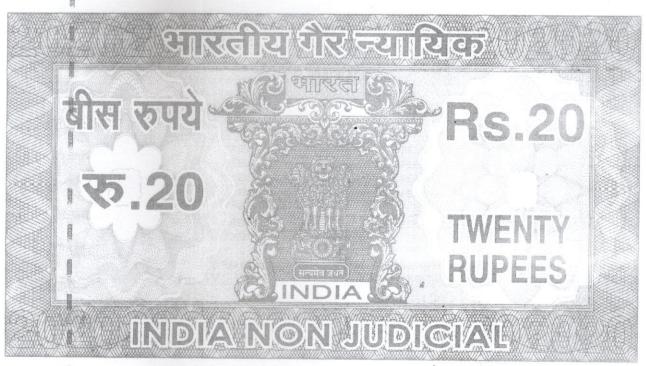
2.

3. Wellah. H

FIRST PARTY

SECOND BARTY

Rajarajeswari Medical College & Hospital Kambipura, Mysore Road, Bangalore - 560 074



தыбрыты तमिलनाड TAMIL NADU 33AB 7739 ACS medical college end Hospital . L.MA

JAB 03045

L.MAMANAGOPAL
S.V.L.No.02/GH/S)2016/B97.3.2011
No.2 Nakkoeran chent,
Kamaraja Negar, Avadi, Chenciai-71.

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (this "MoU") is entered into upon this **June 4th 2018**

BETWEEN

ROTARY CLUB OF MADRAS, Charitable Trust registered under the ("RCMCT") aving its office at Rayala Towers I, II Mezzanine, 781, Anna Salai, represented by its President. Mr.P.N.MOHAN hereinafter called the PARTY OF THE FIRST PART

AND

A.C.S.MEDICAL COLLEGE AND HOSPITAL, Velappanchavady Chennai-600 077, India & Dr.M.G.R. Educational and Research institute Trust , ("ACS"), represented by Medical Director Dr.A.SHAW NAWAZ KHAN, hereinafter called the PARTY OF THE SECOND PART

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Dr. A. SHAW NAWAZ KHAN, B.Sc., M.S., MEDICAL DIRECTOR

A.C.S. MEDICAL COLLEGE & HOSPITAL

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NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

1. Scope of Mutual Understanding

Rotary is known to connect its communities with confidence due to the numerous projects it has conducted over the years. We will continue in those efforts. This includes the provision of setting up a "Diagnostic Health Center" in collaboration with ACS Medical College & Hospital.

Rotary Club of Madras Charitable Trust will provide appropriate medical equipments, necessary for a diagnostic centre offering Basic Lab tests, Haemo Dialysis, and Tuberculosis Testing.

2. RCMCT will place the following equipments for diagnostic centre

- a. Cell counter 5 part analyzer
- b. Light microscope
- c. Centrifuges 8bucket & 4bucket
- d. Hot air oven
- e. Semi-automated biochemistry analyzer
- f. Micro pipettes (different volumes)
- g. ABG blood gas analyzer
- h. Bipap non invasive ventilator
- i. Incubator
- i. Elisa reader and washer
- k. ECG Machine
- I. Weighing machine
- m. BP Apparatus
- n. Stabilizer 5KVA
- o. Monitor
- p. Other Misc. equipment UPS
- q. 3 Dialysis machines
- r. AC 2 Ton
- s. 2 ICU cots

3. ACS OBLIGATIONS

- Doctors in ACS Medical college Hospital OPD centre will be referring cases to RCMCT Diagnostic centre for investigations & reporting.
- ACS Medical college Hospital shall procure and stock all the solutions, chemicals, other surgical items required for dialysis from time to time.
- Erection of RO plant and maintenance will be taken care by ACS Medical college Hospital.
- Renovation work like flooring, painting, plumbing and electrical if required will be borne by ACS Medical college Hospital.

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- Maintenance of periodic record of the patients will be done by ACS Medical college Hospital.
- The Signage bearing name of Rotary club of Madras Charitable Trust diagnostic center will be displayed clearly at a prominent place in this location.
- The main Co-ordinator will be nominated by Rotary club of Madras Charitable
 Trust; Rtn.Dr.VIJAYA BHARATHI RANGARAJAN from Rotary club of Madras
 Charitable Trust and CANSTOP Social Workers, will be the present
 nominees.
- RCM members will be allowed to visit and inspect the functioning of the machine with the permission of the Hospital authorities.
- Records of the patients must be maintained.

4. HAEMO DIALYSIS UNIT:

- 3 Machines will be installed in the ACS Medical and Hospital run by the Dr.M.G.R. Educational and Research institute Trust.
- This Machine should be fully utilised for the treatment of Poor renal patients requiring dialysis at nominal cost, as identified by ACS & RCMCT.
- Patient will be charged only on the actual consumption of consumable @ Rs.
 750/-Any price increase will be agreed after mutual consultation.
- The machine should be kept under safety custody of the ACS Hospital and will be properly maintained, by ACS.
- Air conditioning system for the dialysis unit will be maintained by ACS Medical college Hospital.
- ACS shall be using only superior quality dialyser, tubing and needles.
- Positioning 3 dialysis machines and other infrastructure like beds, crash carts with emergency drugs, wheelchairs, stretchers etc from reputed manufacturers and suppliers with one or two years warranty.,
- Positioning of Medical Officer with adequate experience in dialysis and emergency management by ACS Medical college Hospital.
- Maintaining of Dialysis units with annual maintenance contract after the warranty period.
- Trained personnel with certification from ACS Medical College will be authorized to maintain dialysis equipment and manage its complications.

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 Under a team of experienced staff nurses, dialysis technicians and other support staff in adequate number to provide quality as per international standards by ACS Medical college Hospital.

5. NO CONSIDERATION:

Since the Program is a social welfare program and none of the parties is gaining any monetary benefit out of this Program. It is agreed that there will be no consideration passed between the parties. However, as mentioned above, each party has certain obligations for which they have to spend on their own and any expenditure is to be incurred by either of the parties which are not related to their respective obligations, parties shall mutually agree to the same.

6. TERM AND TERMINATION:

This MoU will be effective as of the date first above written and will be valid for a period of Ten years with a provision to renew it on mutual acceptable terms thereafter. Upon receipt by one party expressing written notice of termination of this MoU from the other party by way of 90 days' written notice, except that the provision for nondisclosure of confidential information and for ensuring the obligations of any subsidiary and/or affiliate under any subsequent project agreement will survive this MoU. Rotary Club of Madras Charitable Trust shall be allowed to relocate all equipments and amenities provided by it upon termination of this MOU

FORCE MAJEURE:

The Parties hereto agree that both parties shall not be deemed to be in default if the performance of its obligations hereunder is delayed or prevented by conditions constituting force majeure, strikes, fire, war, riots, floods, or any act of God, any laws, order, rules or directions of any Government or municipal or statutory agency or authority, or any other reason, or cause whatsoever beyond reasonable control of the parties.

8. CONFIDENTIALITY OBLIGATIONS:

The parties agree that neither shall disclose to any person, other than their own employees, officers, directors or agents having a reasonable need to know same (and those of their affiliated companies), any confidential information that has been disclosed to it by the other party, directly or indirectly, nor use same in any way either during the term of this agreement or at any time thereafter without the express written authority of the other party, and to promptly return all confidential information upon termination of this MoU and written request by the other party.

9. ARBITRATION:

All Disputes which are unresolved and which a Party wishes to have resolved, shall be referred upon the application of any Party to, and finally settled under, the

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(Indian) Arbitration and Conciliation Act 1996 and the rules of the Indian Council of Arbitration (together the "Rules") in force at the date of this Agreement, which Rules are deemed to be incorporated by reference to this Clause. The number of arbitrators shall be one (1) who shall be appointed in accordance with the Rules. The seat of the arbitration shall be Chennai, India. The language of this arbitration shall be English.

10. JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of India and the courts at Chennai shall have the exclusive jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by them on the date set out above.

ROTARY CLUB OF MADRAS CHARITABLE TRUST

Sign: my Phan

Name: Mr.P.N.MOHAN,
President – RCM

Date: 4 June 2018

WITNESSES:-

1. Depre

2. (Palano DR. V. PALONI (MED. SOPTD) A.C.S. MEDICAL COLLEGE AND HOSPITAL

Sign:

Name: **Dr.A.SHAW NAWAZ KHAN**, Medical Director

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Date:

04/06/2018

WITNESSES:-

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