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प्रधान मुद्रांक कार्यालय, मुंबई प. मु. वि. क. ८००००१५ - 6 JUN 2016 सक्षम अधिकारी

#### Agreement

This agreement is made on the 6<sup>th</sup> day of December, 2016 and entered in की ्रा कृ पीटले

#### BY AND BETWEEN

Neev Knowledge Management Private Limited, (herein after referred to as "Edupristine") a private limited Company having CIN U80301MH2008PTC186038, incorporated under Companies Act, 1956 and having its registered office at 702, Raaj Chambers, 115, R.K. Paramhans Marg, Old Nagardas Road, Andheri (East), Mumbai – 400069 Maharashtra, expression shall unless repugnant to the meaning or context here of, be deemed to mean and include its successor, executors, administrators, agents and permitted assigns), OF THE ONE PART.

#### AND

Sri Manakula Vinayagar Medical College and Hospital (hereinafter referred to as "SMVMCH") a private self financing Medical College run by "Sri Manakula Vinayaga Educational Trust" a private charitable Trust having registered in D.No.59 of 1998 at Sub-Registrar office Thirukkanur Puducherry having its registered office at No.23, Mariammankoil Street Madagadipet Puducherry – 605 107 expression shall unless repugnant to the meaning or context here of, be deemed to mean and include its successor, executors, administrators, agents and permitted assigns), OF THE OTHER PART.

BRI MANAKULA VINAYARAR MEDICAL COLLEGE'S HOSAITAL KALITHEETI THALKUPPAN MADAGADIPET, HUDUCTICALY - US 107

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Edupristine and SMVMCH shall hereinafter be also jointly referred as the "Parties" and severally as the "Party".

WHEREAS Edupristine is India's leading training provider for international certifications in Finance (like CFA®, FRM®, Financial modelling and PRM®), Accounting (CPA and CMA), Analytics (Business Analytics and Big Data and Hadoop) and Medical (USMLE). Edupristine has partnered with Becker Healthcare for providing training and content in Healthcare as well as in accounts domain.

WHEREAS SMVMCH is an institution engaged in undergraduate and post graduate education in the field of medicine.

WHEREAS Becker Professional Education is a global leader in professional education serving the accounting, project management and healthcare professions. As a global provider of medical licensing training programs, Becker Healthcare meets the needs of medical students to further their professional development through successful passing of the United States Medical Licensing Exams. Given the importance of high scores in the residency selection process, Becker has designed comprehensive programs to assist students' ability to further integrate basic science concepts. With its renowned MD/PhD and PhD faculty, Becker is the industry leader in helping students perform well on their board exams.

NOW, therefore, in consideration of the mutual covenants hereinafter appearing, it is hereby agreed by and between the Parties hereto as follows:

#### 1. DURATION

This agreement will be valid for 3 years (three years) from the date of signing of this agreement. This agreement may be extended for such further period(s) and on such terms and conditions with mutual consent of both the parties.

#### 2. SCOPE OF SERVICES

Scope of services of both the parties are mentioned in Annexure A of this agreement.

#### 3. DELIVERABLES

Infrastructure requirements to be provided by the institution

- A lab with minimum 15 workstations to be provided for LVC sessions with high speed internet connectivity
- A counselling room/desk to be provided for Edupristine staff during his/her visit to the college to promote the programmes which will be weekly once.
- A technical person for support during the LVC sessions

#### 4. FEE

All the payments (under Annexure B) to be released by SMVMCH within 10 days of enrollment and 15 days prior to the start date of the programme.

#### 5. TERMINATION

This agreement can be terminated by giving three months notice by either party after fulfilling their obligations with mutual consent of both the parties.

MADAGADIPET, PUDUCHERRY-605 107.

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#### 6. Exclusivity

- Edupristine and SMVMCH have entered into this agreement wherein they will be preferred
  certificating and training partners for each other. Edupristine and SMVMCH shall not be
  allowed to enter into any such agreement with any other company/party to promote
  USMLE programmes on campus.
- Permission to conduct seminars and help desk activity at the institution after seeking a suitable date which will be done in discussion with the college authorities.
- Permission for students from other medical colleges to attend the LVC classes.

#### 7. CONFIDENTIALITY

This agreement, other documents, all technical, business and other information concerning the SERVICES and all the confidential information exchanged including but not limited to that which may be disclosed or confided to it by the other party in the course of performance of the obligation under this agreement are to be kept strictly confidential by the parties and no party hereto shall disclose the same to any third party without prior approval of the other party. All the confidential information shared by the other party should be on a need to know basis for the purpose of implementing the transactions contemplated by this agreement and to the extent that disclosure is required by law. Further, \_ SMVMCH cannot use Edupristine's/Becker's content for any student not enrolled with Edupristine.

All symbols, logos, data, content, strategies and other intellectual capital of this agreement would be kept strictly confidential by both the parties.

The obligations of Edupristine and SMVMCH under this and above provisions shall survive even after the termination of this Agreement.

#### 8. INDEMNITY

Each party shall indemnify the other party and their respective officers, Directors, employees and agents from and against any and all claims, losses, damages, costs and expenses or actions or other proceedings made against any of them, arising out of its action or omission in connection with this agreement except to the extent such claims, losses, damages, costs and expenses or actions of other proceedings are due to the indemnified parties wilful misconduct, negligence, failure or breach of this agreement.

In no event, either party is liable for any special, incidental, indirect, consequential or other similar damages, whether based on breach of agreement, tort (including negligence) or otherwise.

## 9. PARTNERSHIP OR AGENCY OR PERMANENT EMPLOYMENT

Nothing in this agreement shall constitute or be deemed to constitute a partnership, agency or any type of permanent employment between the parties hereto and none of them shall have any authority to bind the other in any way.

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#### 10. FORCE MAJEURE:

Neither party shall be liable to each other for failure or delay in the performance of any of their obligations under this agreement for the time and to the extent such failure or delay is caused by riots civil commotion, wars, hostilities between nations, government loss of control, orders, regulations, embargos, or action by the government(s) or any agency thereof, act of God, storms, fires, accidents, strikes, sabotages, explosions, terrorist attack, or other similar or different categories beyond the reasonable control of the parties to this agreement.

#### 11. NOTICES:

Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered post or courier or via email to the address specified below or to such address as may, from time to time be given by each Party to the other in writing:

#### To Edupristine at

Name of the concerned person

- Ms. Vinitha Thomas

Address

- Edupristine, Ground Floor, Redsun Infotech, Temple Towers, Nandanam, Chennai 600035

Email:

- vinitha@edupristine.com

Contact no.

- +91-7550067679

#### To Sri Manakula Vinayagar Medical College & Hospital

Name of the concerned person

- Dr. Rajagovindan

Address

- Sri Manakula Vinayagar Medical College &

Hospital, Puducherry 605107

Email

drrajagovindan@yahoo.co.in

Contact No.

- +91-9444217687

#### 12. GOVERNING LAW & JURISDICTION:

This agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India and shall be subject to the jurisdiction of the courts of CHENNAI, TAMILNADU. This agreement is executed in English language which shall prevail over any translation thereof.

SPI MANAR A TAYAGAR MEDICAL COLLEGE & NOSBITAL MALITHEERTHALIUN PAM, MADAGADIPET, PUBUGHERAY-605 107.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set this agreement to be executed through their authorized representatives on the date and year above written.

Signed and deliverables by, for and on behalf of NEEV KNOWLEDGE MANAGEMENT PRIVATE LIMITED	Signed and deliverables by, Sri Manakula Vinayagar Medical College & Hospital
Authorized Signatory Name: Harsha Joshi Title: Company Secretary	Authorized Signatory Name: Dr. D. Rajagovindan Title: Head – Director
In presence of witness	In presence of witness
Name:	Name: Title :

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#### Annexure A

#### **EDUPRISTINE'S STEP 1 OFFERINGS**

#### 1. Live Online Courses / Live Virtual Classrooms in India

On behalf of Edupristine Becker's Live Virtual Classroom gives you the structure of a live online classroom with the flexibility to study from anywhere in the world. The Live virtual classrooms in India are specifically designed for students from India.

The Course includes:

- \*275 hours of live lectures in a 10 week course
- \*30 hours of Integrated Cases review by Dr Lionel Raymon
- \*9 months access to interactive online study \*9 months access to Becker's Question Bank
- \*7 volumes of Hardcover textbooks & interactive e-books
- \*One NBME assessment exam
- \* Personal Becker Medical Advisor to help you design your Study plan and prepares you for residency success

## 2. Self Study / Online Course - Becker's Guide MD

The Guide MD online course is a flexible tool that helps you to prepare for the exam at your own pace.

The Course includes:

- \*220 hours of audio and video content
- \*6 or 9-month access to interactive online study \*6 or 9-month access to Becker's Question Bank
- \*7 volumes of hardcover textbooks & interactive e-books
- \*Personal medical advisor to help you design your study plan and

guides you with the ECFMG application process.

#### **EDUPRISTINE'S ADDITIONAL STUDY RESOURCES FOR STEP 1**

Integrated Cass with Dr Lionel Raymon \*6 day live online integrated case review

\*Ideal for students who need an intensive refresher course

Before taking the USMLE Step 1 exam.

QMD - Advanced USMLE Question Bank \*over 2100 questions

\*High degree of difficulty that is predictive of exam

Performance

\*detailed assessment of all questions

\*Customized test plans

\*24/7 access from anywhere, anytime with any device

#### **EDUPRISTINE'S OFFERING FOR STEP 2CK**

1. Self Study / Online Course - Becker's Guide MD

The Course includes:

\*Access to online audio and video content

\*6-month access to interactive online study

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- \*6-month access to U-world Question Bank
- \*8 volumes of hardcover textbooks & interactive e-books
- \*Personal medical advisor to help you design your study plan and guides you with the ECFMG application process.

#### Annexure B:

#### Payment terms

PRODUCT	RETAIL PRICE*	INSTITUTION PRICE*	NO. OF STUDENTS
Step 1 LVC**	1,60,000	1,50,000	10
	1,60,000	1,40,000	11-20
	1,60,000	1,30,000	>20
Step 1 Guide MD	70,000	60,000	1-10
(9months)	70,000	55,000	11-20
	70,000	50,000	>20
Step 1 Guide MD	60,000	55,000	1-10
(6months)		52,500	11-20
		50,000	>20
Guide MD with Integrated Cases	1,00,000	90,000	Upto 15
		80,000	>15
Becker's QMD – Question Bank	11,000	10,000	Upto 20
		9,000	>20
Step 2CK Guide MD	60,000	55,000	Upto 15
148		50,000	>15

<sup>\*</sup>All prices are net and exclusive of service tax

Neev Knowledge Management Private Limited

Sign:

Name: Ms. Harsha Joshi

Designation: Company Secretary

Date:

Sri Manakula Vinayagar Medical College & Hospital:

Name: Dr. Rajagovindan Designation: Director

PRE OPPLATTESTED

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<sup>\*\*</sup>Minimum 10 students are mandatory to run the LVC programme in your institution



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pondicherry institute of medical sciences pdy

: Article 5 Agreement or Memorandum of Agreement

SERVICE AGREEMENT

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PONDICHERRY INSTITUTE OF MEDICAL SCIENCES PDY

SRIMANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL

: SRIMANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL

(Twenty only)



# SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT

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# SERVICE AGREEMENT

This Service Agreement is entered in to at Chennai on this the 3rd day of August 2021.

TRUE COPY ATTESTED

#### Statutory Alert:

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SPI MANARUL STARAR MEDICAL COLLEGE & NORPITAL KAUTHERTHALKUPPAM, MADAGADIPET, PUDUCHERRY-605 107:

#### BETWEEN

**PONDICHERRY INSTITUTE OF MEDICAL SCIENCES**, KALAPET, PUDUCHERRY an NABL accredited lab represented by its Dr.Renu G'Boy Varghese (Director - Principal), hereinafter referred to as Party of the First Part.

#### AND

**Sri MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL**, Kalitheerthalkuppam, Puducherry – 605107. Represented by Dr.R.N.Kagne Dean Here in after called the Party of the Second Part.

The terms Party of the First Part and Party of the Second Part shall mean and include unless repugnant to the context their respective officers, Administrators and Assigns.

WHEREAS the Party of the First Part is engaged in providing clinical diagnostic services from 3<sup>rd</sup> August 2021 To 2<sup>nd</sup> August 2022 for the period of 1 year.

WHEREAS the Party of the Second Part is engaged in providing medical care to its patients in the medical field and also operating clinical laboratories at its place last 16 years.

WHEREAS the Party of the Second Part wishes to engage the Party of the First Part to provide clinical diagnostic services and lab services upon the terms and conditions set forth in this agreement at the time of temporary incapacity of testing due to unforeseen circumstances such as breakdown of equipment, disasters, strike etc., and the Party of the First Part has also agreed for the same.

In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

## 1. Terms of Agreement

The terms of this agreement shall commence on the Effective Date and shall continue for a period of One year, subject to early termination if any. The terms of this agreement may be extended for further periods as per the mutual agreement of both the parties.

#### 2. Services

Upon the request of the Party of the Second Part, the Party of the First Part shall provide to the Party of the Second Part clinical diagnostic services.

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SRI MANIAL TO THE YAGAR MEDICAL COLLEGE STORMAL KAUTHEERTHALKUPPAM, MADAGADIPET, PUDUCHERRY-605 107.

#### 3. Processing Requirements:

- 3.1 The Party of the Second Part send the samples to the Party of the First Part.
- 3.2 The Party of the First Part shall conduct diagnostic test and study of the samples provided by the Party of the Second Part and prepare report regarding the same in the name of the patient and hand over the reports to the Party of the Second Part.
- 3.3 Critical Reports: The Party of the First Part shall communicate all 'critical reports' by phone to the Party of the Second Part, by contacting the designated representative of the Party of the Second Part. However, the Party of the Second Part shall endeavour to keep abreast of the critical tests out of its own accord.
- 3.4 Samples which are rejected because of various reasons, including but not limited to, packing, collection methods etc shall be intimated to the Party of the Second Part and the Party of the Second Part shall endeavour to provide fresh samples at its own costs.
- 3.5 The Party of the First Part shall maintain required licenses, permits and approvals as mandated under law and shall adhere to Good Laboratory Practice norms.

#### 4. Submission of Reports and Test Results

The Party of the First Part shall use its best efforts to ensure its turnaround time for delivering laboratory test results to Party of the Second Part as mentioned in the Annexure the entire results and records shall be sent by the Party of the First Part in digital format only.

#### 5. Processing Charges

- 5.1 The Party of the First part shall provide the diagnostic services to the Party of the second Part in accordance with the Pricing Schedule attached on the time of test procedure. These charges are exclusive of any pre-processing requirements as outline in clause 3 supra.
- The Party of the First Part shall raise an invoice on the Party of the Second Part for the test processing charges at the end of every month for all the tests performed during that month in respect of samples sent by the Party of the Second Part at THE STED time of emergency. The Party of the Second Part shall pay the

SRIMANAR DE VINAVAGAR MEDICAL DE S HOSPITAL KALITHI EN HALKUPPAM, MADAGABIPEL, PUDUCHERRY 605 107. invoice in full after appropriate tax deductions at source (if applicable) through cheque only, within a period of 30 days from the date of the bill. No tests or service will be priced or offered below the fair market price.

- 5.3 Under no circumstances the Party of the First Part shall accept the payment in CASH and payments shall be made through banking channels only i.e. Cheque/Demand Draft/RTGS/NEFT. In case of cheques which are returned unpaid (bounced cheque), payment shall have to be made by demand draft only within 3 working days from the date of intimation to the Party of the Second Part.
- 5.4 The Party of the Second Part shall raise bill on the Party of the First Part and receive the amount for diagnostic charges as mentioned in annexure. The Party of the First Part shall not be liable or responsible for any charges that may be billed by the Party of the Second Part on its patients/third parties.
- 5.5 The Party of the Second Part agrees to indemnify, defend and hold the Party of the First Part, from any claim, liability, loss, suit, damages, cost or expense to the extent arising out of or attributable to the negligence, breach of this agreement or wilful misconduct by the Party of the Second Part relating to this agreement including but not limited to any third party claim, billing claims brought and any claim brought against the Party of the First Part based upon, arising out of or attributable to Party of the Second Part for collecting the samples, pre-processing and other matters relating to the same.
- The Party of the First Part agrees to indemnify, defend and hold the Party of the second Part, from any claim, liability, loss, suit, damages, cost or expense to the extent arising out of or attributable to the negligence, breach of this agreement or wilful misconduct by the Party of the First Part relating to this agreement including but not limited to any third party claim, billing claims brought and any claim brought against the Party of the Second Part based upon, arising out of or attributable to Party of the First Part for transfer, processing of the samples and other matters relating to the same under clause 4.



#### 6. Patient Confidentiality and intellectual property rights

- 6.1 Sharing of the intellectual property of the Party of the First Part or price list or any other components as referred to in this agreement is strictly prohibited. Any violation of the same shall attract measures, including termination.
- 6.2 Both Parties agree that confidentiality regarding the patient's identity and the diagnosis shall be strictly maintained and not divulged to any third party.

#### 7. Regulatory Compliance

Each party represents and warrants that in the performance of its obligations under this agreement, it will comply with all applicable law, rules or regulations. Failure by either party to comply with any applicable law as required shall be considered as a material breach of this agreement. In the event of a determination that this agreement is not in compliance with any applicable law, then the parties shall negotiate in good faith to bring this agreement into compliance.

#### 8. Termination of the MOU: -

- 8.1 Either Party may terminate this agreement by giving one month notice in writing. However, both parties shall continue to honour the agreement during the notice period.
- 8.2 If any of the parties violates any of the terms and conditions of this agreement, the other party shall first intimate the defaulting party to rectify the same within two weeks from the date of intimation. But even thereafter if the same is not rectified, the other party can terminate the agreement with immediate effect by writing a letter to other party.
- 8.3 This MOU shall be terminated in case of insolvency or bankruptcy of either party.
- 8.4 This agreement can be terminated at any time on agreement between both the parties.

#### 9 Miscellaneous

9.2 The Party of the Second Part shall not assign any of its rights or obligation under this agreement to any other person/s without The ED written consent of the Party of the First Part.

MEDICAL COLLEGE & HOSPITAL KALITHER HTHALKUPPAM MADAGADIPET, PUDUCHERRY-805 107.

- 9.3 That this Agreement relates only to the activities submitted hereunder and shall not restrict either of the party from carrying on its normal activities or such other activities undertaken by the parties, independently. Subject to the terms of this Agreement, nothing contained herein shall preclude either party from its normal effort in connection with its activities.
- 9.4 That neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other except to the extent provided herein.
- 9.5 The Party of the First Part will communicate all relevant details directly to the Party of the Second Part upon introduction of new diagnostic tests. The Sales and scientific team of the Party of the First Part would also help the Party of the Second Part with the relevant specimen requirement, charges, turnaround times, etc.
- 9.6 Nothing contained in this agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties. Neither party is an agent of the other, and neither party has any authority whatsoever to bind the other party, by contract or otherwise.

In witness whereof, the parties on the first part and the second part have affixed their signatures herein the presence of the following witnesses.

IN THE PRESENCE OF (WITNESSES):

2. Shashikala

2 Plavon PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

MEDIGAL COLLEGE MADAGNERS , FULL TENENTOUS 107.



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- Article 5 Agreement or Memorandum of Agreement
- MEMORANDUM OF UNDERSTANDING
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- SATYA SPECIAL SCHOOL PUDUCHERRY
- SRIMANAKULA VINAYAGAR MEDICAL COLLEGE and HOSPITAL
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# MEMORANDUM OF UNDERSTANDING between

## SATYA SPECIAL SCHOOL

and

#### SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY, INDIA

Satya Special School, Puducherry and Sri Manakula Vinayagar Medical College and Hospital, Puducherry, India, agree to enter into a formal collaborative agreement based on a foundation of trust for mutual benefit and development of the two institutions and the promotion of goodwill.

# Commitment of Satya Special School, Puducherry to Sri Manakula Vinayagar Medical College and Hospital, Puducherry

- The facilities of Satya Special School will be made available for exposure visits for learners from SMVMCH (undergraduates, postgraduates, national and international visitors to SMVMCH).
- Satya Special School will offer manpower, materials/equipments and technical support for organization and running a rehabilitation clinic at the peripheral centre of SMVMCH in collaboration with Department of Community Medicine, SMVMCH.
- 3. Satya Special School will be opened for joint research projects.
- 4. Other educational/research activities agreed by two institutions.

# Commitment of Sri Manakula Vinayagar Medical College and Hospital, Puducherry to Satya Special School, Puducherry

- SMVMCH will offer space for setting up a rehabilitation clinic in the peripheral centre of Department of Community Medicine, SMVMCH.
- SMVMCH will serve as a medical care centre for children with special needs referred from Satya Special School.
- 3. Organization of joint research projects
- 4. Other educational/research activities agreed by two institutions.

The implementation of exchange base under this agreement shall be separately negotiated and determined by both institutions.

Nothing shall diminish the full autonomy of either institution, nor will any constraints or financial obligations be imposed by either upon the other in carrying out the agreement.

This Memorandum is subject to revision or renewal by mutual agreement. It is also understood that either institution may terminate the agreement at any time, although such action will only be taken after mutual consultation in order to avoid any possible inconvenience to both parties.

The Memorandum will be valid for five years and become effective when the representatives of both institutions have signed and dated the document.

There will be no financial implication on either side of the parties with this MoU.

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AUTHORIZED TO SIGN FOR AND ON BEHALF OF SATYA SPECIAL SCHOOL, PUDUCHERRY, INDIA: Signature: Name in Capitals: Ms. CHITRA SHAH Position in Organization: Director Address in Full: SATYA SPECIAL SCHOOL, Plot no.6, 7&8, Karuvadikuppam, Opp. To Siva Vishnu Mahal, East Coast Road, Puducherry- 605008 AUTHORIZED TO SIGN FOR AND ON BEHALF OF DEPARTMENT OF COMMUNITY MEDICINE, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY, INDIA: Professor & Head Community Medicine Department Signature: SMVMCH, Kalltheerthalkuppam, Name in Capitals: Dr. Amol R Dongre Puducherry. . Position in Organization: Head of Department (Community Medicine) Address in Full: Department of Community Medicine, Sri Manakula Vinayagar Medical College and Hospital, Kalitheerthalkuppam, Puducherry, India Pin code: 605107 (91)0413 2643000 AUTHORIZED TO SIGN FOR AND ON BEHALF OF SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY, INDIA: Dr. D. RAJAGOVINDAN, M.D. DIRECTOR
SRI MANAKULA VINAYAGAR MEDICAL
COLLEGE AND HOSPITAL
VALITHEERTHALKUPRAM Signature: Name in Capitals: Dr. D. Rajagovindan Position in Organization: Director Address in Full: Sri Manakula Vinayagar Medical College and Hospital,

.....

Kalitheerthalkuppam, Puducherry, India

Pin code: 605107 (91)0413 2643000

Dated 22 February 2019

TRUE COPY ATTASTED

BRI MANAACIA VINANYGAR METAL TOLLEGE BIPOSPITAL RALITERERI HALKUPPAM, MADAGADIPET, PUDUCHERRY-805 107.

#### MEMORANDUM OF UNDERSTANDING

Department of Community Medicine, Sri Manakula Vinayagar Medical College Hospital (SMVMCH), Madagadipet, Kalitheerthalkuppam, Puduchery, 605107 hereinafter referred as Department of Community Medicine, SMVMCH, represented by Dean (Research) and Head of the Department of Community Medicine, Prof. Dr. Kalaiselvan G. and Medical Superindentent, Prof. Dr. M. Pragash.

AND

Spinal Injured Persons Association, D2/1, CLRI staff quarters, Adyar, Chennai- 600020 hereinafter referred as SIPA represented by its President Mr.karunakaran, A and secretryMr. Sakthivel, K.

SMVMCH and SIPA are hereinafter referred to individually as a "Party" and collectively as "Parties".

#### WHEREAS

- A. Department of Community Medicine, SMVMCH is a medical college and hospital working as a service provider including free cost services to the persons living in Villupuram and neighbouring districts, including Puducherry.
- B. SIPA is a self-help group working for the welfare of persons with spinal cord injuries living in Tamil Nadu and Puducherry.
- C. The Parties have decided to voluntarily undertake social cum medical services for persons with spinal cord injuries and others with similar illness ("SCI"). In furtherance to the same, persons with SCI will be identified and referred by SIPA to the urban and rural health training centres of Department of Community Medicine, SMVMCH and their Community Based Palliative Care Program (CBPCP) for availing all "basic free medical services" like out patient and in patient consultations, general ward IP stay, doctor/nurse/attender services, basic medicines and diagnostics; etc., free of cost. The list of these services are decided by management policies and

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MEDICAL PROPERTIES

MADRICULAR PROPERTIES

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are updated from time to time and maintained by Medical Superintendent as per management directions.

NOW, THEREFORE, the Parties hereby record the terms of their understanding as follows:

#### 1. Purpose

The purpose of the MOU is to identify and support economically and socially deprived persons with spinal cord injuries and others with similar illness who need medical support for the treatment related to the post spinal cord injury issues.

#### 2. Responsibilities of the Parties

- a. SIPA should identify SCI living in Villupuram and neighbouring districts including Puducherry. SIPA should verify the socio economic status of the said SCI. SIPA should ensure the willingness of the said SCI to undergo medical treatment. SIPA should ensure written consent from family member/relative, in case of absence or unwillingness of attendant to go with the said SCI who need medical treatment.
- b. Department of Community Medicine, SMVMCH should, except in extraordinary circumstances substantiated in writing, accept the demand of SIPA to visit the identified SCI at their premises and give all possible ambulatory treatment available in the "basic free medical services" to the SCI who is in need medical treatment. If the said SCI is requiring referral to tertiary care centre, he or she may make use of the vehicles available for scheduled home visits or daily connecting vehicles from Villupuram and Pondicherry to SMVMCH and backwards at stipulated timings as available to reach SMVMCH for treatment and from SMVMCH to home on discharge. Once the said SCI reaches the SMVMCH s/he should be given reasonable preference to get early consultation with the concerned doctors/therapists. Based on the examination/consultation with the expert, the said SCI may be treated as inpatient or outpatient. In case of being admitted as inpatient, SMVMCH should provide cot with at least 4 inches' thick mattress and pillow in a room or ward which has wheelchair accessible toilet and lavatory. Based on availability and need, air-bed or water-bed may have to be provided if the said SCI so demand for it. It is mandatory for the SIPA to see that SCI is accompanied by at least one physically fit bystander/caretaker. If the said SCI cannot or face challenges to do bower carelor urmany TEO

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bystander/care taker to do the removal, cleaning etc.. The said SCI may have to go to consultation with different doctors, therapists, scanning and other places; where he may be accompanied by SMVMCH staff/attender in the presence of the patients' bystander.

c. Reporting: SIPA will maintain a registry with full details such as serial number, referral number, name, father/mother name, contact number, address, taluka, district, SIPA ID, etc of the SCI referred for medical treatment to SMVMCH who in turn keep all medical reports and consultation/therapy details.

 The Parties expressly agree and acknowledge that SIPA shall not be liable for any medical treatment or diagnosis by SMVMCH or any claims or consequences arising there from.

4. Payment Terms: Only the "basic free medical services" which are available free of cost as decided from time to time by the medical college management and which are provided to the said SCI would be free of cost. Any services other than these basic free medical services would be chargeable and will be informed in advance to the SCI or their caretakers. The chargeable services if any, should be informed either during the preliminary studies or at least a week in advance so that the SCI will be in a position whether to opt the chargeable service(s) or not. They will have the liberty to choose whether to accept such paid services or not. No charges would be demanded from the said SCI, under any circumstances for the above said "basic free medical services". Neither party can demand the other to pay for any of these free services included in the "basic free medical services".

#### 5. Term and Termination

a. This MOU is duly authorized by the authorized representatives of the Parties and governing bodies of the Parties.

b. This MOU shall be effective from the Execution Date and shall remain in full force and effect for a period of three years ("Term"). The Term of the MOU may be mutually extended by the Parties. In the absence of mutual consent by the authorized representatives, this MOU shall end on the expiry of the Term.

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SRIMANAKUI. SEAVACAR MEDICAL GOLLLUS SEOSPIEAL KALITHERI PILA KUPYAN MADASASIPET, PUBUCHEKKY BIS 197, c. Either Party may terminate this MOU at any time by giving the other Party, a notice of at least 30 (thirty) calendar days in writing, and such notice shall be delivered by hand, to official email address or by certified post.

 Amendment: This MOU may only be amended or modified by mutual agreement of the both Parties in writing.

7. Confidentiality: The Parties recognise that sensitive personal information is being handled under this MOU. The information collected, shared or recorded by both Parties should be kept confidential. Without consent of the said person with SCI, no Party has right to disclose or publish any information specific of the said SCI.

#### 8. Dispute resolution

a. Any dispute shall be settled amicably through mutual consultation or negotiations between the Parties or between the Parties and the person with SCI, without reference to any third party, failing which the dispute shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 in force on the date on which the notice of arbitration is submitted in accordance with these the applicable Rules. The number of arbitrators shall be one, as may be mutually appointed by the disputing Parties, the seat of the arbitration shall be Chennai, India and the arbitral proceedings shall be conducted in English.

b. Governing law and Jurisdiction: This MOU and any matter relating to this MOU shall be governed by and construed in accordance with the laws of India and shall be subject to

IN WITNESS WHEREOF, the Parties have caused their duly authorised representatives to sign this MOU on the date first above written

exclusive jurisdiction of the courts at Chennai.

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[Name and Title]

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Sri Manakula Vinayagar Medical College adornov

Kalitheerti Sealpam, Masagadipet,

Puducherry-605 107.

SRI MANAKULA INAYAGAR
MEDICAL COLLEGE & HOSPITAL
KALI HEERTHALKUPPAM
MADAGADIPET, PUDUCHERRY-605 107.



தமிழ்நாடு तमिलनाडु TAMILNADU

டு 902881 இ. சந்தானம் மு. தா. வி. எண்: 25/2008 157, மெயின் ரோடு, விக்கீரவாண்டி, தமிழ்நாடு

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 26<sup>th</sup> Day of November 2021 between Sri Manakula Vinayagar Medical College and Hospital, Puducherry which is represented by its Dean, Sri Manakula Vinayagar Medical College and Hospital, Puducherry – 605 107 herein named as party one

AND

Surya School of Pharmacy, G.S.T.Road, NH - 45, Vikravandi, Villupuram - 605 652 represented by the Principal, Surya School of Pharmacy -605 652 represented by its Principal herein named as party two.

#### The Parties hitherto agree as follows:

 Partyone declares that the Sri Manakula Vinayagar Medical College and Hospital is a 900 bedded hospital, with 150 beds for General Medicine Department.

Dr. KAGNE. R.N

DEAN

SRI MANAKULA MINAYAGAR

MEDICAL COLLEGE & HOSPITAL

KALITHEERTHALKUPPAM,
PUDUCHERRY-605107.

PRINCIPAL
Surva School of Pharmacy
TRUE SURVA CHESTE Of Institutions
Surva Nagar, Vikravandi-605 652.

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KALITHEERTHAT NOPPAMI
HADDRET, PUDUCHERRY-605 107.

- Party one agrees to provide the party two the minimum space necessary of 1200 square feet in the hospital building to establish Pharmacy practice department for the conduct of Pharm.D Programs.
- 3. Party one agrees to provide preceptors required to train the Pharm.D Students.
- Party one agrees that, it will not enter into similar agreement with any other Pharmacy institution/s or department/s offering or intend to offer Pharm.D Programs.
- Party one declares that Tick the relevant

   Hospital and institution with which it is signing
   the MOU are within the same limits of Corporation
   or Municipality or Campus with Medical Faculty
   involvement as adjunct faculty

b) If the institution and hospital are located indifferent Corporation or Municipality or Campus, the distance between the two is not more than 30 kms. by road.

-

25 Kms

- The Prospective students will be allowed to undergo training in the following specialty departments
  - (a) Medicine
  - (b) Surgery
  - (c) Paediatrics
  - (d) Gynaecology and Obstetrics
  - (e) Psychiatry
  - (f) Skin and VD
  - (g) Orthopaedics
- Party two will provide the academic staff and necessary infrastructure for Pharm.D course as per the PCI norms and takes the overall responsibility for smooth conduct of the programs.
- 8. This agreement is to be in effect at least for ten years from the time of its endorsement by both the parties. The Hospital will not sign the MOU for sharing of the hospital facilities with any other Pharm D institution till the present agreement/MOU is in effect.

Dr. KAONE. R.N

DEAN
SRI MANAKULA VINAYAGAR
MEDICAL COLLEGE & HOSPITAL
KALITHEERTHALKUPPAM,
PUDUCHERRY-605107.

PRINCIPAL
Surva School of Pharmac

Surya School of Pharmacy Surya Group of Institutions Surya Nagar, Vikravandi-605 652.

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MEDICA – OCLEGE & HOSTVIAL
KALITHSERTHALKUFPAM
MADAGADIPET, PUDUCHERRY-606 107.

9. The Official representing Dr.R.N.Kagne, Dean, Sri Manakula Vinayagar Medical College and Hospital and Dr.S.Anbazhagan, Principal, Surya School of Pharmacy are signing this MOU to achieve the beneficial objectives of Pharm.D Programs.

For and on behalf of Sri Manakula Vinayagar Medical College and Hospital, Puducherry - 605 107

Dr.R. N. KAGNE DEAN

DT. KAGNE. R.N

DEAN

SRI MANAKULA VINAYAGAR

MEDICAL COLLEGE & HOSPITAL

KALITHEERTHALKUPPAM, PUDUCHERRY-605107.

For and on behalf of Surya School of Pharmacy Vikravandi, Villupuram - 605 652

> Som 26/11/2021 Dr.S.ANBAZHAGAN

Principal PRINCIPAL Surva School of Pharmacy Surya Group of Institutions Surya Nagar, Vikravandi-605 652.

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தமிழ்நாடு तमिलनाडु TAMILNADU 22.2.2021 SURYA SCHOOL OF PHARMACY VIKRAVANDI.

536583 மு.தா.வி என்: 25/2008 157,மெயின் நோடு. க்க்கிரவாண்டி, தமிழ்நாடு.

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 22th Day of February 2021 between Sri Manakula Vinayagar Medical College and Hospital, Puducherry being represented by the Dean, Sri Manakula Vinayagar Medical College and Hospital, Puducherry - 605 107 herein after called as the party one on the First Part which term shall mean and include their respective Heirs, Legal Representatives, Executors, Administrators and Assignees

AND

Surya School of Pharmacy, G.S.T.Raod NH -45, Vikravandi, Villupuram -605 652 represented by the Principal, Surya School of Pharmacy - 605 652 herein after called as the party two on the Second Part which term shall mean and include their Heirs, Legal Representatives, Executors, Administrators and Assignees.

Dr. KAGNE, R.N. SRI MANAKULA VINAYAGAR

MEDICAL COLLEGE & HOSPITAL KALIFHEERTHALKUPPAM, PUDUCHERRY-605107.

TRUE COPY ATTESTED

PRINCIPAL Surya School of Pharmacy

Surya Group of incompany Surya Nagar, Vikravandi-605 842 WERRY-605 107.

#### The Parties hitherto agree as follows:

- Party one declares that the Sri Manakula Vinayagar Medical College and Hospital is a 900 bedded hospital, with 150 beds for General Medicine Department.
- Party one agrees to provide the party two the minimum space necessary of 1200 square feet in the hospital building to establish Pharmacy practice department for the conduct of Pharm.D Programs.
- 3. Party one agrees to provide preceptors required to train the Pharm.D Students.
- 4. Party one agrees that, it will not enter into similar agreement with any other Pharmacy institution/s or department/s offering or intend to offer Pharm.D Programs.
- 5. The Prospective students will be allowed to undergo training in the following specialty departments
  - (a) Medicine
  - (b) Surgery
  - (c) Paediatrics
  - (d) Gynaecology and Obstetrics
  - (e) Psychiatry
  - (f) Skin and VD
  - (g) Orthopaedics
- Party two will provide the academic staff and necessary infrastructure for Pharm.D course as per the PCI norms and takes the overall responsibility for smooth conduct of the programs.
- 7. This agreement is to be in effect at least for ten years from the time of its endorsement by both the parties. The Hospital will not sign the MOU for sharing of the hospital facilities with any other Pharm D institution till the present agreement/MOU is in effect.
- The Official representing Dr.R.N. Kagne, Dean, Sri Manakula Vinayagar Medical College and Hospital and Dr.S.Anbazhagan, Principal, Surya School of Pharmacy are signing this MOU to achieve the beneficial objectives of Pharm.D Programs.

Dr. KAGNE. R.N

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, PUDUCHERRY-605107. PRINCIPAL Surya School of Pharmacy Surya Group of Institutions Surya Nagar, Vikravandi-605 652.

TRUE COPY ATTESTED

BRI MANY CAPITAL
MEDICAL CAPITAL
KALITHIAN CAPITAL
MADAGABIFEL CAPITALS-BOOKEN.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals, on the day, month and year first herein above written.

For and on behalf of Sri Manakula Vinayagar Medical College and Hospital, Puducherry - 605 107

Dr.R. N. KAGNE

DEAN W/NN

Dr. KAGNE. R.N DEAN

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, PUDUCHERRY-605107.

Witness:

(1)

Darrus armor Ruy REGISTRAR Signature:

Designation:

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL KALITHEERI HALKUPPAM, PUDUCHERRY-605107.

(2)

Signature:

MANAGER ADMIN. SRI MANAKULA VINAYAGAR Designation: MEDICAL COLLEGE AND HOSPITAL

Kalitheerthalkuppam Wadagadipet, PUDUCHERRY - 605 107.

For and on behalf of Surya School of Pharmacy Vikravandi, Villupuram - 605 652

PRINCIPAL

Surya School of Pharmacy Surya Group of Institutions Surya Nagar, Vikravandi-605 652.

Witness:

(1)

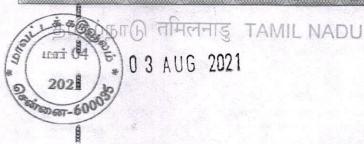
Surya School of Pharmacy Surya Gignaponof Institutions Surya Nagar, Vikravandi-605 652.

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Surpasignation of Pharmacy
Surya Group of Institutions
Surya Nagar, Vikravandi-605 652.

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R. LAKSHMANAN STAMP VENDUR L. C. No: 6/772/B3/96 No: 261, E.V. R. RGAD AMINJIKARAI, CHENNAI 28

#### **AGREEMENT**

This agreement is entered into on the 03<sup>rd</sup> of August 2021

#### Between

M/s. TamilNadu Waste Management Ltd., functioning at Level 4, 'Diamond Dune' 323, Poonamalle High Road, Chennai – 600 029, and having its registered office at 6-3- 1089/10&11, Gulumbhar Avenue, Rajbhavan Road, Somajiguda, Hyderabad -500082 here after called as TNWML represented by Mr. M Sridhar Reddy (Regional Manager) – BMW.

#### And

M/s. Urban Health Training Center, Sri Manakula Vinayagar Medical College & Hospital, No 32 Trihy Main Road, Poonthotam, Villupuram - 605602, Whereas TNWML has setup a common facility in accordance with the Bio-Medical Wastes (Management and Handling) Rules, 1998, for collection, transportation, treatment and disposal of the bio-medical waste generated by the "Health Care Establishments" (Hospitals, Nursing clinics, Medical Colleges, Diagnostic Centers, Dental Clinic

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Whereas M/s. URBAN HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL, is a health center generating biomedical waste which is need to be managed in accordance with the Bio – Medical waste (Management and Handing) Rules, 2016, of Govt. of India;

Whereas TNWML offers to provide the services required for Bio-Medical waste Management to be compliance with the above said rules on a user-pay principle at Rs. 1000.00 Per/month (One Thousand Only) plus taxes duties if applicable.

Whereas M/s. URBAN HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL, agrees to utilize the services of TNWML for disposal of Bio-Medical Waste on the terms and conditions set forth herein;

- M/s. URBAN HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL, Should segregate properly & store the waste in Non – chlorinated color codedbags as trained by TNWML in accordance with the Bio-Medical waste (Management and Handling) Rules, 2016, Govt of India
- 2. M/s. URBAN HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL, will give its Bio-Medical wastes including all the disposable plastic material (i.e Gloves, Tubes, IV Sets ,plastic Iv Sets , Plastic IV Bottles and urine bags etc), with properly packed in color coded bags as per Tamil Nadu Pollution Control Board Regulation for treatment and disposal to TNWML. The waste should be given at one single point by M/s. URBAN HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL, to TNWML's Vehicle.
- 3. Whereas TNWML offer to provide the services required to M/s. URBAN HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL, be complied with the above said rules, on a 'user-pay-principle at Rs.12000.00 per/ Annum (Twelve Thousand Only) plus taxes/duties if applicable. This charge will be fixed for a period from date of this agreement and thereafter subject to mutually agreed terms and conditions.
- M/s. URBAN HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL, shall pay Rs.590/- (Rupees Five hundred ninety only) as Membership fees while renewal. (Nonrefundable) Including tax.
- TNWML & TNPCB will make periodic inspections M/s. URBAN HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL, regarding collection and segregation of Bio-Medical wastes etc.
- TNWML shall provide the initial training, free of cost, about segregation of waste, collection of waste in color coded bags as well as occupational safety in management and handling of Bio-Medical Waste.
- 7. TNWML shall distribute puncture proof container (PPC) Rs. 85/- each (one time purchase) and Non-chlorinated color coded bags with Bar code strikers as per your requirement of Bags sizes with extra cost color (Yellow & red) TNWML not collect the other bags (i.e. chlorinated bags) Bags Rs.5.50/- each plus VAT as applicable.
- 8. TNWML shall collect the waste from M/s. URBAN HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL, daily or mutually agreed by both the parties. TNWML will not collect the bio- medical wastes which are not segregated or properly packed. TNWML will not collect General garbage waste.

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- In case TNWML fails to collect waste within 24 hours of previous collection M/s. URBAN
  HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE &
  HOSPITAL, shall inform TNWML and the same shall be cleared within the next 24 hours.
- 10. TNWML shall be liable for violation under the Bio Medical waste (management and Handling) Rules, 1998 from the time waste is handed over to TNWML at the premises of M/s. URBAN HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL, and shall meet all the rules and regulations stipulated by the TamilNadu Pollution Control
- 11. In case M/s. URBAN HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL, found any irregularities in collection of waste they can send a notice in writing to TNWML for immediate action. All complaints (if any) shall be attended to in the shortest possible time, (48 hours)
- 12. In case of non-receipt of payment in next renewal on the agreed date from the M/s. URBAN HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL, TNWML will stop the collection of waste immediately with intimation to TamilNadu Pollution Control Board. The delayed payment will be collected as per item 13(ii) above.
- 13. Agreement can be terminated by giving one month notice from either side or will be automatically terminated if the services are not started within a month by either side from the date of this agreement.

All the above points will have legal binding for a minimum period from date of this agreement.

This Agreement is Effective from 03/08/2021 to 02/08/2022

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FOR TNWML

**AUTHORIZED SIGNATORY** 

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AUTHORIZED SIGNATOR

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C. No: 6/772/B3/96 No: 261, E.V R ROAD AMINJIKARAI, CHENNAI-29

#### **AGREEMENT**

This agreement is entered into on the 03<sup>rd</sup> of August 2021

#### Between

M/s. TamilNadu Waste Management Ltd., functioning at Level 4, 'Diamond Dune' 323, Pognamalle High Road, Chennai - 600 029, and having its registered office at 6-3- 1089/10&11, Gulumohar Avenue, Rajbhavan Road, Somajiguda, Hyderabad -500082 here after called as TNWML represented by Mr. M Sridhar Reddy (Regional Manager) - BMW.

And

M/s. Rural Health Training Center, Sri Manakula Vinayagar, Anaikattu Salai, Tirukollur Road, Tirukollur-607203, Whereas TNWML has setup a common facility in accordance with the Bio-Medical Wastes (Management and Handling) Rules, 1998, for collection, transportation, treatment and disposal of the bio-medical waste generated by the "Health Care Establishments" (Hospitals, Nursing clinics, Medical Colleges, Diagnostic Centers, Dental Clinic

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Whereas M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, is a 30 bedded health center generating biomedical waste which is need to be managed in accordance with the Bio – Medical waste (Management and Handing) Rules, 2016, of Govt. of India;

Whereas TNWML offers to provide the services required for Bio-Medical waste Management to be compliance with the above said rules on a user-pay principle at Rs. 8.00 Per/bed/day (Eight rupee only) plus taxes duties if applicable.

Whereas M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, agrees to utilize the services of TNWML for disposal of Bio-Medical Waste on the terms and conditions set forth herein;

- M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, Should segregate properly & store the waste in Non – chlorinated color codedbags as trained by TNWML in accordance with the Bio-Medical waste (Management and Handling ) Rules , 2016, Govt of India
- 2. M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, will give its Bio-Medical wastes including all the disposable plastic material (i.e Gloves, Tubes, IV Sets ,plastic Iv Sets , Plastic IV Bottles and urine bags etc), with properly packed in color coded bags as per Tamil Nadu Pollution Control Board Regulation for treatment and disposal to TNWML. The waste should be given at one single point by M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, to TNWML's Vehicle.
- 3. Whereas TNWML offer to provide the services required to M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, be complied with the above said rules, on a 'user-pay-principle at Rs. 8.00 per/bed/day (Eight rupees only) plus taxes/duties if applicable. This charge will be fixed for a period from date of this agreement and thereafter subject to mutually agreed terms and conditions.
- M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, shall pay Rs.590/- (Rupees Five hundred ninety only) as Membership fees while renewal. (Nonrefundable) Including tax.
- TNWML & TNPCB will make periodic inspections M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, regarding collection and segregation of Bio-Medical wastes etc.
- TNWML shall provide the initial training, free of cost, about segregation of waste, collection of waste in color coded bags as well as occupational safety in management and handling of Bio-Medical Waste.
- 7. TNWML shall distribute puncture proof container (PPC) Rs. 85/- each (one time purchase) and Non-chlorinated color coded bags with Bar code strikers as per your requirement of Bags sizes with extra cost color (Yellow & red) TNWML not collect the other bags (i.e. chlorinated bags) Bags Rs.5.50/- each plus VAT as applicable.
- TNWML shall collect the waste from M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, daily or mutually agreed by both the parties. TNWML will not collect the bio- medical wastes which are not segregated or properly packed. TNWML will not collect General garbage waste.

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- In case TNWML fails to collect waste within 24 hours of previous collection M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, shall inform TNWML and the same shall be cleared within the next 24 hours.
- 10. TNWML shall be liable for violation under the Bio Medical waste (management and Handling) Rules, 1998 from the time waste is handed over to TNWML at the premises of M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, and shall meet all the rules and regulations stipulated by the TamilNadu Pollution Control
- 11. In case M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, found any irregularities in collection of waste they can send a notice in writing to TNWML for immediate action. All complaints (if any) shall be attended to in the shortest possible time, (48 hours)
- 12. In case of non-receipt of payment in next renewal on the agreed date from the M/s. RURAL HEALTH TRAINING CENTER, SRI MANAKULA VINAYAGAR, TNWML will stop the collection of waste immediately with intimation to TamilNadu Pollution Control Board. The delayed payment will be collected as per item 13(ii) above.
- 13. Agreement can be terminated by giving one month notice from either side or will be automatically terminated if the services are not started within a month by either side from the date of this agreement.

All the above points will have legal binding for a minimum period from date of this agreement.

This Agreement is Effective from 03/08/2021 to 02/08/2022

FOR HCE

AUTHORIZED SIGNATORY

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AUTHORIZED SIGNATORY

FOR TNWML

TRUE COPY ATTESTED

SPIMANAMURA VINAYAGAR
MERICAL FOLLEGE & HOSPITAL
MADAGADIPET, PUDDICHERRY-605 107.

408, 4th Floor, Saptagiri Towers, 1-10-75/1/1 to 6, Above Pantaloons Showroom,

S.P Road, Begumpet, Hyderabad - 500016.

Ph.: 040-44664242, website: www.thinkcell.in

CIN: U80302TG2005PTC087628



# MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MoU) is made & executed on 10/06/2022 by and between

"LogIQuest" a division of Thinkcell Learning Solutions Pvt. Ltd. a private limited company incorporated under the Indian companies Act 1956, having its registered head office at 102, 1st Floor, Saptagiri Residency, Dwarakadas Colony, Ratnadeep super Market Lane, S.P Road, Hyderabad – 500016 Telangana India through its National Head Mr. Abhishek Bavadhankar who is authorized to enter into this MoU on behalf of the company (which expression shall unless it be repugnant to the context or meaning thereof mean and include its heirs, executors, administrators and assigns)

.... (Party of the First part)

... (Herein after referred as LogIQuest)

#### AND

Sri Manakula Vinayaga	r Medical College & Hos	pital, Puducherry India together
through its	Dr	(which expression shall
unless it be repugnant	to the context or meani	ng thereof mean and include its
	istrators and assigns)	

.... (Party of the Second part)

.... (Herein after referred as SMVMCH)

- LogIQuest is a Kaplan Certified Education Provider having its corporate office situated at Hyderabad and dealing with the USMLE coaching for medical students and helping the students go to the USA for Residency Programs.
- Whereas SMVMCH is a Private Medical College situated at Puducherry, dealing & offering M.B.B.S for UG/PG and Diploma course for PG to the medical aspirants/students.





TRUE COL

ESTED

408, 4th Floor, Saptagiri Towers, 1-10-75/1/1 to 6, Above Pantaloons Showroom,

S.P Road, Begumpet, Hyderabad - 500016.

Ph.: 040-44664242, website: www.thinkcell.in
CIN: U803037GW039Fe357629gIQuest is keen & interested to help and educate the student. of SMVMCH on "Cracking the USMLE & Pathway to Residency in USA". also explaining them the pre-requisites where USMLE being one of them.

4. Whereas LogIQuest wants to partner with SMVMCH and hence both parties have decided to reduce the same into writing hence these presents:

#### NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER: -

- 1. It is agreed by and between LogIQuest & SMVMCH that LogIQuest would visit the college and address the students of 1st/2nd/3rd/4th year & Interns and deliver an informative lecture/seminar through which LogIQuest would educate the students on the USMLE & USA Residency aspects for the SMVMCH students on a convenient day as directed & suggested by the college principal as per the student's free schedule.
- 2. It is also agreed that LogIQuest may in the near future want to also invite an Expert faculty/Delegate from USA to deliver a seminar for the SMVMCH students on USMLE & USA Residency in person or online and SMVMCH would grant permission for the same.
- 3. It is also agreed that SMVMCH would make available an Auditorium, with a projector & mic for delivering the seminar.
- 4. It is also agreed that LogIQuest would discuss with the medical students of SMVMCH the various USMLE programs offered by LogIQuest and their official international partner "Kaplan Medical".
- 5. It is also agreed that upon request SMVMCH would allot a small space in the college campus to LogIQuest where an Information Desk can be set up and SMVMCH students can approach that desk and get their queries resolved at no cost.
- 6. It is also agreed that SMVMCH would share the student details of medical discipline including name, email & mobile no. of students with LogIQuest where LogIQuest can send them timely emails/SMS on the information/updates (if any) like upcoming informative webinars/skype sessions etc and can maintain the same to be in touch with the students.







408, 4th Floor, Saptagiri Towers,1-10-75/1/1 to 6, Above Pantaloons Showroom,

S.P Road, Begumpet, Hyderabad - 500016.

Ph.: 040-44664242, website: www.thinkcell.in
CIN: U80302TG2065P1465428 agreed that LogIQuest would send some promotional mi like posters/banners/leaflets etc to SMVMCH to be put up in college campus /Hospital campus including notice boards/hostels/canteens/library etc in a conspicuous area and SMVMCH would put up the same without any objection which will create awareness amongst the students/Interns. It is also further agreed by and between both the parties herein that SMVMCH will help in the promotion of the USMLE programs in the college amongst the student community and encourage the students to take up USMLE and SMVMCH will not be held

responsible in case of any legal implications.

8.	It is further agreed that if a	ny sti	ıder	nt expres	sses	an i	nteres	t to jo	in the
	USMLE course/coaching w	vhich	is	offered	by	Log	IQues	tand	their
	International Partner Kaplan that student will have to approach Dr.								
		fr	om	SMVM	CH	for	the	purpo	se of
	enrollment.								

9. It is also further agreed by and between the parties that LogIQuest is currently offering the USMLE programs as per the table mentioned below:

Sr. No		LogIQuest Fees	Discounted Fees for SMVMCH students
1	USMLE STEP 1 On Demand 12 Months	2,00,000/-	1,25,000/-
2	USMLE STEP 2CK On Demand 12 Months	2,00,000/-	1,25,000/-
3	USMLE Step 1 Live Online	2,65,000/-	2,30,000/-
4	USMLE Step 2 CK Live Online	2,65,000/-	2,30,000/-

The above said fees is valid for the individual program/s for a period of 6 months from the date of execution of this MoU and is subject to change and any such change shall be communicated to SMVMCH which can be further communicated to the students who enquires or wishes to enroll for any of the above-mentioned program/s.

It is further agreed that any student who wishes to enroll for the 10. above-mentioned programs needs to fill up the enrollment form provided to SMVMCH by LogIQuest. It is also agreed that SMVMCH will send details of the enrolled students to Logiquest within 48 hours of enrollment via email in an excel format provided by LogIQuest. SMVMCH will also send



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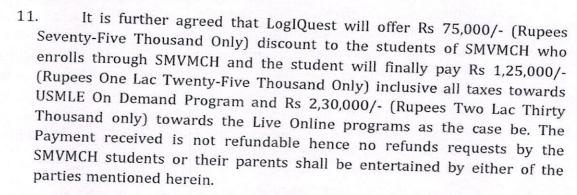
PITAL

408, 4th Floor, Saptagiri Towers,1-10-75/1/1 to 6, Above Pantaloons Showroom,

S.P Road, Begumpet, Hyderabad - 500016.

Ph.: 040-44664242, website: www.thinkcell.in.
CIN: U80302TG2005PTC08/628 ly filled hard copy enrollment forms to LogIQuest within 7

business days of the enrollment.



- 12. It is further agreed that SMVMCH will accept a cheque payment from the student who wants to enroll for USMLE On Demand Program for 7 months for Rs 1,25,000/- (Rupees One Lac Twenty Five Thousand Only) or USMLE Live Online for Rs for Rs 2,30,000/- (Rupees Two lac Thirty Thousand Only) in favour of "THINKCELL LEARNING SOLUTIONS PRIVATE LIMITED" and SMVMCH will deposit the same in the bank account of LogIQuest within 3 business days from the receipt of the cheque or send it across to LogIQuest via speed post/courier and SMVMCH will take utmost care of all the enrollment cheques collected by them and ensure that they are not lost or damaged.
- Students of SMVMCH will have the following additional benefits over and above the regular program features which are as follows;
  - Price protection through the discounted price for every interested student of SMVMCH
  - Free Diagnostic test for every interested student of SMVMCH
  - Free Q-Bank for 1 month worth \$99 for every interested student of SMVMCH
  - Complimentary support in ECFMG application process
  - On campus help through the counseling desk put up by LogIQuest on timely basis
- 14. It is further agreed that LogIQuest will pay SMVMCH 10% of thetotal fees paid by the student towards the administrative charges of SMVMCH.







### Thinkcell Learning Solutions Pvt. Ltd.

408, 4th Floor, Saptagiri Towers,1-10-75/1/1 to 6, Above Pantaloons Showroom,

S.P Road, Begumpet, Hyderabad - 500016.

Ph.: 040-44664242, website: www.thinkcell.in

CIN: U80342 G2005PT Like Further agreed that upon realization of all the cheques in the bank account of LogIQuest, LogIQuest will release the physical copy of USMLE books and dispatch it to the student via courier if out stationed or hand deliver it if the address is within Pune City Limits and simultaneously also ensure that the student will get the Login details for the Kaplan's Online Portal within a maximum period of 24-48 hours from the date of cheque realization.

- 16. It is further agreed that LogIQuest shall timely inform SMVMCH in case if LogIQuest is expecting any Logistical delays which can be communicated to the student accordingly by SMVMCH.
- 17. It is further agreed that LogIQuest shall release the cheque/NEFT to SMVMCH for the total number of students enrolled @ 10% per student enrollment for USMLE by the 10<sup>th</sup> day of the next calendar month.
- 18. It is further agreed that the validity of this MoU shall be for a period of five (5) years from the date of execution.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day & year first hereinabove written

Date: 10-June-2022

Place: PUDUCHERRY

1) Thinkcell Learning Solution Pvt. Ltd.

Through its National Head

Mr. Abhishek Bavadhankar

Sign

2) Sri Manakula Vinayagar Medical College & Hospital

Through its Hon'ble \_\_\_\_\_

Dr. Dr. D. RAJAGOVINDAN

Sign:

TRUE COAY ATTESTED

MEDICAL CO.
KALITHOSIS
ADAGADIPET, PLOCE

PAGAR PAGAR PAGAM, PRICT-605 107

GATEFORUM Engineering Success



### Thinkcell Learning Solutions Pvt. Ltd.

408, 4th Floor, Saptagiri Towers,1-10-75/1/1 to 6, Above Pantaloons Showroom,

S.P Road, Begumpet,  $\,$  Hyderabad – 500016 .

Ph.: 040-44664242, website: www.thinkcell.in

CIN: U80302TG2005PTC087628



WITNESS:	2) Name: J. Scaultúlayan
1) Name: Madhui Reddy.	2) Name: 12. Name:
Sign Reddy.	Sign_ch_
Address & Dapodi, Pune	Address SMVMCH
	Pondichury.



TRUE COPY ATTESTED











पुढुच्चेरि PUDUCHERRY புதுச்சேரி പുതുച്ചേരി పుదుచ్చేరి 01AA 015259

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S. MURUGANANDAM STATE VENDOR

### RENEWAL OF THE MEMORANDUM OF UNDERSTANDING BEYOND 5 YEARS

Between

Sri Manakula Vinayagar Medical College and Hospital, Kalitheerthalkuppam, Puducherry and

Puducherry Vethapuram Sky Life Trust and Spiritual Educational Centre, Puducherry

After completion of the 5 years period from the academic year 2013-14 both the parties have discussed about the renewal of the Memorandum of Understanding to continue to impart Yoga classes to the first year MBBS students of the Institute by Spiritual Educational Centre.

The MOU is renewed at mutual consent of both the parties for the period of three years from the academic year 2018-19 subject to the terms and conditions stipulated in the first Memorandum of Undertaking dated 16.09.2013 except item (d) & (e) - as modified below.

(d) The course fee for conducting the Yoga classes will be Rs.1,000/- (Rupees One thousand only) per student

TRUECOP

அருள்ந்த். வெ. கானக்றாமன்

தலைவர் வேதபுரம் அறிவுத்திருக்கோயில் புதுச்சேரி – 605 013.

செல்: 94436 58123

ATTESTED

Dr. D. RAJAGOVINDAN, M.D.
DIRECTOR
SRI MANAKULA VINAYAGAR
MEDICAL COLLEGE AND HOSPITAL
MADAGADIPET, PUDUCHERRY-605 107.



पुढ्च्चेरि PUDUCHERRY புதுச்சேரி പുതച്ചേരി పుడుచ్చేరి,

The course fee of Rs.1,000/- (Rupees One thousand only) per student shall be paid at the Spiritual Educational Centre by means of Cash or Demand Draft in favour of "Vethapuram Sky Fe Trus in two installments within two months from the commencement of classes.

In witness whereof the parties hereto have signed and executed this renewal of MOU at Puducherry on 15th September 2018

For and on behalf of

Puducherry Vethapuram Sky Life Trust and Spiritual Educational Centre. Puducherry

அடுள்டுத். வெ. கானக்றாமன் தலைவர்

வேதபுரம் அறிவுத்திருக்கோயில் புதுச்சேரி - 605 013.

Witness 94436 58123

For and on behalf of Sri Manakula Vinayagar Medical College and Hospital,

Kalitheerthalkuppam, Puducherry. Dr. D. RAJAGOVINDAN, M.D.

DIRECTOR SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL

MADAGADIPET, PUDUCHERRY-605 107.

Darrivam

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL

MADAGADIPET, PUDUCHERIKANO OF THE ERTHAL KUPPAT, PUDUCHERIT - 605107



प्रकारं पाण्डिच्चेरी PONDICHERRY

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MURUGANANDAM

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Yanam Vengadachatlam Pillai Stre PONDICHERRY - 605 001

### MEMORANDUM OF UNDERSTANDING

Between

Sri Manakula Vinayagar Medical College and Hospital, Kalitheerthalkuppam, Puducherry

Puducherry Vethapuram Sky Life Trust and Spiritual Educational Centre, Puducherry

This Memorandum of Understanding is made on this 16th September 2013 between Sri Manakula Vinayagar Medical College and Hospital having its office at Kalitheerthalkuppam, Puducherry-605 107 represented by the Director herein after called the "Institution" which shall included the successors in the interest of the one part

Puducherry Vethapuram Sky Life Trust and Spiritual Educational Centre, Puducherry having its office at No. 18, 8th Cross Street, Brindhavanam, Puducherry-605 013 represented by the President hereinafter called "Spiritual Educational Centre" which shall included the successors in the interest of the other part.

Whereas the purpose of this Memorandum of Understanding is the Institution and Spiritual Educational Centre have agreed to jointly to impart the basic Yoga Education to the medical students.

அடுள்ந்த். வெ. கானக்றாமன்

தவைவர் வேதபுரம் அறிவுத்திருக்கோயில் புதுச்சேரி - 605 013.

செல்: 94436 58123

TRUE COPY ATTESTED

MEDICAL COLLECT & HOSE KALITHEER THANK UPPAN MADAGADIPET, PUDUCHERRY-

Dr. D. RAJAGOVINDAN, M.D.

DIRECTOR SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL MADAGADIPET, PUDUCHERRY-605 107.



S. MURUGANANDAM

00AA 207013

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Whereas the Spiritual Educational Centre has agreed to impart basic Education in You for the first Year MBBS students of the Institution subject to the following terms and conditions:-

- The students enrollment for Yoga classes shall be made by the Institution and a copy of the same to be provided to the Spiritual Educational Centre before starting the classes.
- The classes on Yoga to the MBBS students will be conducted after the College working hours in consultation with the Staff and Students of the Institution according to their convenient time.
- The foundation course will include imparting knowledge in theoretical aspects of basic Yoga and also training in Yoga Asanas, basic physical exercises and exposure to basic meditation techniques.
- The course fee for conducting the Yoga classes will be Rs.750/- (Rupees Seven hundred and fifty only) per student.
- The course fee of Rs.750/-(Rupees Seven hundred and fifty only) per student shall be paid to the Spiritual Educational Centre by means of cash or Demand Draft in favour of "Vethapuram Sky Life Trust" within one month after commencement of classes.

அமுள்ந்தி: வெ. கானக்பூரமன்

தலைவர் வேதபுரம் அறிவுத்திருக்கோயில் புதுச்சேரி - 605 013. செல்: 94436 58123

TRUE COPY ATTESTED

Dr. D. RAJAGOVINDAN, M.D.

DIRECTOR SRI MANAKULA VINAYAGAR

AFMEDICAL COLLEGE AND HOSPITAL MA'DAGADIPET, PUDUCHERRY-605 107.

- This Memorandum of Understanding is at-will and during the operation of the MOU if circumstances arise for alteration or modifications of this MOU, such modification can be carried out by mutual consent and in writing of authorized persons from both the parts.
- The MOU shall be valid for the period of 5 years effective from the academic year 2013-14. During the period of this MOU is under operation it can be terminated on one month notice by either side. However, the students shall be allowed to complete the programme of study and appear in the relevant examinations and obligations of the both the parties shall continue to be in force during such period irrespective of termination.
- This MOU may be renewed by mutual consent on completion the five years period.

In witness whereof the parties hereto have signed and executed this MOU at Puducherry on 16<sup>th</sup> September 2013

For and on behalf of Puducherry Vethapuram Sky Life Trust and Spiritual Educational Centre, Puducherry

அருள்தே. வெ. கானக்ராமன் தலைவர் வேதபுரம் அறிவுத்திருக்கோயில் புதுச்சேரி - 605 013. செல்: 94436 58123

For and on behalf of Sri Manakula Vinayagar Medical College and Hospital, Kalitheerthalkuppam, Puducherry.

Dr. D. RAJAGOVINDAN, M.D. DIRECTOR SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL MADAGADIPET, PUDUCHERRY-605 107.

Witness:

Witness:

1.

1.S. Anoudar (S.ANANDAN) NO: 44, PillayorkoilSt Kozapalayam, Puducherry. 13.

2. M. Vijayalakohy CM. VIJAYALAKSHMI) NO. 18, 8th cross BRINDAVAN PUDUCHERRY - 605613

Darwamin Thy T DHATCHINAMURTHY, M.A. ADMINISTRATIVE OFFICER, SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM PUDUCHERRY - 605 107.

Sri Manakula Vinay Medical College and Hospital Kalithearthalloupp

TRUE COPY ATTESTED

MEDICAL TOULEGE & HOSPITAL MAINTHEERTHAL KUPPAM. MADAGADIPET, PUDUCHERRY-05 107.

### Memorandum and Understanding (MOU)

This Memorandum of Understanding (MoU) is executed at Puducherry on this 17<sup>th</sup> August 2021 by and between **SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL**, **PUDUCHERRY** established by the Government of Puducherry in February 2006 under the provision of the Pondicherry University ACT, 1985 and represented by its Dean, **Dr. R. N. KAGNE**, hereinafter referred to as "**SMVMCH**" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the One part; and

SRI MANAKULA VINAYAGAR SCHOOL OF ARTS AND SCIENCE, PUDUCHERRY, established at Puducherry in July 2020, is one of the permanent institutes of the India which is represented by its Principal, Dr. Muthulakshmi, hereinafter referred to as "SRI MANAKULA VINAYAGAR SCHOOL OF ARTS AND SCIENCE" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the Other Part:

WHEREAS SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL (SMVMCH), Being a premier teaching, Quality health research in medical sciences and patient care, has well qualified and professional faculty members SMVMCH with its high teacher student ratio facilities higher education for Under Graduates and Post Graduates leading to Publication, R&D activities and Public Health Services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories workshops and computerized library etc.

AND WHEREAS both the Institution work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large both SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF ARTS AND SCIENCE are convinced about the mutual benefit of forging formal linkage to develop collaborate teaching and research programmes in the area of the core competence with special focus on Human Health.

NOW, therefore, in consideration of the premises and mutual consents hereinafter contained, the parties hither to agree as follow:

### 1.0. Objectives of the Collaboration

1.1 To collaborate and co-operate with each other in order to enhance the quality of Teaching, Research Activities and Training.

1.2 To provide for exchange of faculty member/scientist and students to use to the maximum the expertise and facilities available in both institutions through training of students/staff and through exchange of thoughts by brainstorming sessions/seminars/workshops and conferences.

SRI MANAKULA VINAYAGAR MEDIGAL COLLEGE & HOSOYAL KALITHEERTHALKUPPAM MADAGADIPET, PUDUCHERRY-205 107.

- 1.3 To work jointly for the common research interest at national and international level.
- 1.4 To encourage any other activities that both the institutions agree to be of mutual benefit.
- 1.5 Joint Conferences and Publications

### 2.0. Confidentiality

- 2.1 Both parties hereunder agree that any information disclosed by one part to the other while carrying out collaborative activities this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.
- 2.2 All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.
- 2.3 To treat in confidence and disclose to any third party any compounds under study, provide access to the compounds information accompanied or related to the compounds, research results and data other than by way of their parents.
- 2.4 This agreement constitutes the understanding between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND SRI MANAKULA VINAYAGAR SCHOOL OF ARTS AND SCIENCE supersedes all prior discussion / agreement with respect to this matter and may be modified only with the concurrence of both the parties.

### 3.0. Financial Commitment

3.1 This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, excepts as may be provided in activity – specific agreement (s) that may be entered into subsequently.

### 4.0 Term and Termination

- 4.1 This Memorandum of Understanding will be in force for a period of FIVE (5) years from the date of signing of the same and thereafter may be renewed for further period subject to such other terms and conditions as may be mutually agreed upon.
- 4.2 Notwithstanding sub-clause 4.0., this MoU may be terminated by either party by issuing a one month notice in writing to the office desired termination date.

  MADAGADIPET, PUBLICHERRY 605 107.

However, both parties agreed that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of the termination.

- 4.3 That in case of any dispute, efforts to be made to resolve it through conciliation failing which it will referred to a self-arbitrator appointed by the Dean of Sri Manakula Vinayagar Medical College and Hospital, the venue may be at Puducherry, or the Principal, SRI MANAKULA VINAYAGAR SCHOOL OF ARTS AND SCIENCE, Puducherry (UT).
- 4.4 The term of the agreement will commence from the effective date. All unforeseen events / developments will be resolved by discussions and mutual agreements whereby both parties are equally benefited. Termination of this agreement can be made by either party by intimation to the other. Upon termination, either party upon request to the other will destroy any unused compounds, information and unpublished data and results.

### 5.0. Intellectual property rights

- 5.1 Information of research results and scientific material (reports, article, and books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by SMVMCH during the course of this agreement shall be owned by SMVMCH. All intellectual property solely conceived and/or developed by SRI MANAKULA VINAYAGAR SCHOOL OF ARTS AND SCIENCE during the course of this agreement shall be owned by SRI MANAKULA VINAYAGAR SCHOOL OF ARTS AND SCIENCE. Intellectual property jointly conceived and/or developed by SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF ARTS AND SCIENCE will be jointly owned by SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF ARTS AND SCIENCE.
- 5.2 Each property may use such property for research and scholarly purposes with prior information to the other party and with their consent. SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF ARTS AND SCIENCE agree to collaborate towards the protection, if appropriate and application of such intellectual property for commercial for other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

### 6.0. Research Publications

6.1 Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties based on their respective contributions, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the sponsorship of corresponding funding agencies. TESTED

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KAL' HEEK HALKUPPAM,
MADAGADIPET, PUDUCHERRY 805 107.

### 7.0. Notices

7.1 All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail addressed to the Registrar, Sri Manakula Vinayagar Medical College and Hospital at its office in Puducherry and delivered at or posted by registered mail addressed to the "The Principal, SRI MANAKULA VINAYAGAR SCHOOL OF ARTS AND SCIENCE" at its registered office at Madagadipet Puducherry – 605 107.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED THIS MOU ON THE DATE SET FORTH ABOVE.

Dr. R. N KAGNE

Dean

Sri Manakula Vinayagar

Medical College and Hospital,

Puducherry - 605 107

Dr. KAGNE. R.N DEAN

SRI MANAKULA VINAYAGAR
MEDICAL COLLEGE & HOSPITAL
THEERTHALKUPPAM,
DOUCHERRY-605107

Dr. Muthulakshmi. 5

Dean

School of Arts And Science

Puducherry - 605 107.

Dr. S. MUTHULAKSHMI M.Sc., M.Phil., Ph.D.

Dean
School of Arts and Science
Sri Manakula Vinayagar Engineering College
(An Autonomous Institution)
Madagadipet, Pondicherry.

WITNESS:

1. Dr. S. Jayahan

2. Nejdelin

TRUE COPY ATTESTED

MEDICAL COLLEGE & HOSPITAL
MADICAL COLLEGE & HOSPITAL
MADIAGADIPET, PUDUCHERRY-605 107.



## INSTITUTE OF LIVER & BILIARY SCIENCES

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## MEMORANDUM OF UNDERSTANDING

RETWEEN

### AND SIGIMANAKULA VINAYAGAR MEDICAL COLLEGIE AND HOSPITAL THE INSTITUTE OF LIVER AND BILLARY SCHOOLS, NEW BILLIE.

Whence, The Inclinate of Liver and Billary Sciences, New Hells, Lodds, formorden, retirend as a "LLDS", constituted by the Colonial of the Statemed Could' Territory (SCI) of Tellar is an Automorean Super-venicity Melsine) and Lisamenth adrifation, under the Societies Regulateries Ann. 1865 of the "Vasor Kang, Nove Dalfu, represented by Do. D. E. Bernas, Posposo Shouting, ILBS-6220C, on the first.

Sei Manakalia Vinepagae Medicul College and Bespital represented by the 16, N. Kieges, Oner on the Shazimud Mure.

The Measuranthen of Understanding is rasks efficience from the federatory 2018. The Menoisestaw of Universating (MCR), between fee organizations (Nerthell semblishes a Heromork the educational collaborations between the two Parties at New Delta.

PREAMBLE

The aim of this agreement is the shelles the term and conditions an which, the Poster will consume with much interests to extracting and strangfacing solution. The the pargrams of contributing towards the source becoming towards the above the preparation of the pargram.

### RACKGRIOKIND

ILIDS ELIND (Extensions for Circumently Healthque Ostaneses) program is a telesterming project in the field of Liver and Billary Disasses. This initiative is as academic program to master out to colleagues to various madical acategors to linder contemiending and iteming about restricts loyer thusbus.

### PURINGER

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notes.

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Participate from Set Marechale, Vineragar Medical Cristops and Bleepites will discuss at least
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without point apparent of ILIRS.

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participates withington. TRUE COPY ATTESTED

SRI MANAKULA VINAYASAR MEDICAL COLLEGE & HOSPITAI KALITHEERTHALKUPPAM MADAGADIPET, PUDUCHERRY-605 GAR



# INSTITUTE OF LIVER & BILIARY SCIENCES

From National Beating and Consider Department of ACT of Dating D-1, Volume 1997 (1993) Final Dating Structure Consideration (1994) Final Dating Structure 1995 (1994) Final Dating Structure 1995 (1995) Final Dating Structure (1995)

FUNDING

Both the parties to this Mottl shall be responsible for the effective implementation of the project and its REPORTING

Project IL-BS-ECHO is a free of cost tele-learning program. No party shall charge any fees from the participants, whotsoover.

### DURATION

The duration of this MoU shall be initially for a period of 18 months. This MOU is at-will and may be modified by mutual consent from the authorized officials from ILBS, New Delhi and Sri Manakain modified by mutual content from the form the fine of the same effective upon signature by the authorized officials from both the participants to this MoU and will remain in effect until modified or terminated by any one of the parties by mutual consent. However, the same can be extended on year-toyear basis on matual consent.

### DISPUTES

For H.BS. New Delhit

In the event of disagreement on the interpretation and implementation of this Agreement, the parties shall make every effort and endeavor to resolve these disputes by nutual agreement.

For Sri Manakula Vinayagar Medical College and Hospital

Dr. R. N. Kagne, Deen

Dr. KAGNE. F.N.
DEAN
BREMANAMANA
MEDICAL COLLEGE & HORPITAL
PALITHERETYALKURIPSAM,
PALITHERETYALKURIPSAM,

PAREN

DE. Archana Ramalingam
O Senior Program Officer
d ILBS-ECHO

ATTESTED

SPI MANAKULA VINAYAGAR MEDICAL GOLLEGE & HOSPITAL KALITHEERTHALKUPPAM MADAGADIPET, PUDUCHERRY-605 107.



Approved by AICTE, New Delhi, Affiliated to Anna University, Chennai and Accredited by National Board of Accreditation (NBA) & TATA Consultancy Services (TCS)

### Memorandum and Understanding (MOU)

This Memorandum of Understanding (MoU) is executed at Puducherry on this 5<sup>th</sup> August 2019 by and between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY established by the Government of Puducherry in February 2006 under the provision of the Pondicherry University ACT, 1985 and represented by its Dean, Dr. R. N. KAGNE, hereinafter referred to as "SMVMCH" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the One part; and

MAILAM ENGINEERING COLLEGE, MAILAM, established at Tindivanam in July 1998, is one of the permanent institutes of the India which is represented by its Director, Dr. S. Senthil, hereinafter referred to as "MAILAM ENGINEERING COLLEGE" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the Other Part:

WHEREAS SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL (SMVMCH), Being a premier teaching, Quality health research in medical sciences and patient care, has well qualified and professional faculty members SMVMCH with its high teacher student ratio facilities higher education for Under Graduates and Post Graduates leading to Publication, R&D activities and Public Health Services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories workshops and computerized library etc.

MAILAM (Po), TINDIVANAM (Tk.), VILLUPURAM (Dt.), TAMIL NADU - 604 304. PHONE: 04147 - 241515, 741554 TTESTED

Fax: 04147 - 241552 E-mail: mec@mailamengg.com Website: www.mailamengg.com

SRI MANAKA VINAYAGAR
MEDICAL COLLEGE & HOSPITAL
KALITHEERI HALKUPPAM,
MADAGADIPET, PUDUCHERRY-605 107.



Approved by AICTE, New Delhi, Affiliated to Anna University, Chennai and Accredited by National Board of Accreditation (NBA) & TATA Consultancy Services (TCS)

AND WHEREAS both the Institution work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large both SMVMCH and MAILAM ENGINEERING COLLEGE are convinced about the mutual benefit of forging formal linkage to develop collaborate teaching and research programmes in the area of the core competence with special focus on Human Health.

NOW, therefore, in consideration of the premises and mutual consents hereinafter contained, the parties hither to agree as follow:

### 1.0. Objectives of the Collaboration

- 1.1 To collaborate and co-operate with each other in order to enhance the quality of Teaching, Research Activities and Training.
- 1.2 To provide for exchange of faculty member/scientist and students to use to the maximum the expertise and facilities available in both institutions through training of students/staff and through exchange of thoughts by brainstorming sessions/seminars/workshops and conferences.
- 1.3 To work jointly for the common research interest at national and international level.
- 1.4 To encourage any other activities that both the institutions agree to be of mutual benefit.
- 1.5 Joint Conferences and Publications

BRI MANAP PLA VINAYAGAR
MEDICAL FOLGOG & ACCOUNTAL
KALHHEERTHALKURAM
MADAGADIPEI, PUDUCHERRY-605 107.

ATTESTED



Approved by AICTE, New Delhi, Affiliated to Anna University, Chennai and Accredited by National Board of Accreditation (NBA) & TATA Consultancy Services (TCS)

### 2.0. Confidentiality

- 2.1 Both parties hereunder agree that any information disclosed by one part to the other while carrying out collaborative activities this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.
- 2.2 All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.
- 2.3 To treat in confidence and disclose to any third party any compounds under study, provide access to the compounds information accompanied or related to the compounds, research results and data other than by way of their parents.
- 2.4 This agreement constitutes the understanding between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND MAILAM ENGINEERING COLLEGE supersedes all prior discussion / agreement with respect to this matter and may be modified only with the concurrence of both the parties.

### 3.0. Financial Commitment

3.1 This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, excepts as may be provided in activity – specific agreement (s) that may be entered into subsequently.

MAILAM (Po), TINDIVANAM (Tk.), VILLUPURAM (Dt.), TAMIL NADU - 604 304. PHONE: 04147 - 241515, 241551

Fax: 04147 - 241552 E-mail: mec@mailamengg.com Website: www.mailamengg.com

TRUE COPY ATTESTED

BEI MANA-OLA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, MADAGADIPET, PUDUCHERRY-609, 107.



Approved by AICTE, New Delhi, Affiliated to Anna University, Chennai and Accredited by National Board of Accreditation (NBA) & TATA Consultancy Services (TCS)

### 4.0 Term and Termination

- 4.1 This Memorandum of Understanding will be in force for a period of FIVE (5) years from the date of signing of the same and thereafter may be renewed for further period subject to such other terms and conditions as may be mutually agreed upon.
- 4.2 Notwithstanding sub-clause 4.0., this MoU may be terminated by either party by issuing a one month notice in writing to the other party prior to the desired termination date. However, both parties agreed that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of the termination.
- 4.3 That in case of any dispute, efforts to be made to resolve it through conciliation failing which it will referred to a self-arbitrator appointed by the Dean of Sri Manakula Vinayagar Medical College and Hospital, the venue may be at Puducherry, or the Director, MAILAM ENGINEERING COLLEGE, Tindivanam.
- 4.4 The term of the agreement will commence from the effective date. All unforeseen events / developments will be resolved by discussions and mutual agreements whereby both parties are equally benefited. Termination of this agreement can be made by either party by intimation to the other. Upon termination, either party upon request to the other will destroy any unused compounds, information and unpublished data and results.

### 5.0. Intellectual property rights

5.1 Information of research results and scientific material (reports, article, and books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by SMVMCH during the course of this agreement shall be owned by SMVMCH. All intellectual property solely conceived and/or developed by MAILAM ENGINEERING COLLEGE during the course of this agreement shall be owned by

SPI MANUE EL VINAYAGAR
MEDIC - DE GE & HOSPITAL
KAN SELET HALKUPPAM,
MADAGASIFET, PUDUCHERRY-605 107.



Approved by AICTE, New Delhi, Affiliated to Anna University, Chennai and Accredited by National Board of Accreditation (NBA) & TATA Consultancy Services (TCS)

MAILAM ENGINEERING COLLEGE. Intellectual property jointly conceived and/or developed by SMVMCH and MAILAM ENGINEERING COLLEGE will be jointly owned by SMVMCH and MAILAM ENGINEERING COLLEGE.

5.2 Each property may use such property for research and scholarly purposes with prior information to the other party and with their consent. SMVMCH and MAILAM ENGINEERING COLLEGE agree to collaborate towards the protection, if appropriate and application of such intellectual property for commercial for other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

### 6.0. Research Publications

6.1 Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties based on their respective contributions, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the sponsorship of corresponding funding agencies.

### 7.0. Notices

7.1 All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail addressed to the Registrar, Sri Manakula Vinayagar Medical College and Hospital at its office in Puducherry and delivered at or posted by registered mail addressed to the "The Director, MAILAM ENGINEERING COLLEGE" at its registered office at Mailam, Tindivanam – 604 304.

MAILAM (Po), TINDIVANAM (Tk.), VILLUPURAM (Dt.), TAMIL NADU - 604 304. PHONE: 04147 - 241515, 241551 Y ATTESTED

Fax: 04147 - 241552 E-mail: mec@mailamengg.com Website: www.mailamengg.com

SRI MANARGEA VINANGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, MADAGADIPET, PUDUCHERRY-605 107.



Approved by AICTE, New Delhi, Affiliated to Anna University, Chennai and Accredited by National Board of Accreditation (NBA) & TATA Consultancy Services (TCS)

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED THIS MOU ON THE DATE SET FORTH ABOVE.

Dr. R. NKAGNE

Dean

Sri Manakula Vinayagar

Medical College and Hospital,

Puducherry - 605 107

Dr. KAGNE. R.N

DEAN

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, PUDUCHERRY-605107.

WITNESS:

Dr. S. Senthil

Director S. SENTHIL, B.E., M.Tech., Ph.D.,

Mailam Engineering College, Mailam Engineering College, Villupuram - 604 364, Villupuram (Dt.).

2. Radalim

MAILAM (Po), TINDIVANAM (Tk.), VILLUPURAM (Dt.), TAMIL NADU - 604 304. PHONE 1415E 24198, 241551 Fax: 04147 - 241552 E-mail: mec@mailamengg.com Website: www.mailamengg.com

RRI MANAKULA VINAYADAR MEDICAL COLLEGE & MOSAITAL KALITHEERTHALKUPPAN, MADAGADIPET, PUDUCHERRY 605 107.



Affiliated to the Directorate of Public Health and Preventive Medicine, Chennai.

### Memorandum and Understanding (MOU)

This Memorandum of Understanding (MoU) is executed at Puducherry on this 4<sup>th</sup> November 2019 by and between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY established by the Government of Puducherry in February 2006 under the provision of the Pondicherry University ACT, 1985 and represented by its Dean, Dr. R. N. KAGNE, hereinafter referred to as "SMVMCH" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the One part; and

MAILAM INSTITUTE OF PARAMEDICAL SCIENCE, MAILAM, established at Tindivanam in July 2019, is one of the permanent institutes of the India which is represented by its Principal, Dr. Asaithambi. R, hereinafter referred to as "MAILAM INSTITUTE OF PARAMEDICAL SCIENCE" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the Other Part:

WHEREAS SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL (SMVMCH), Being a premier teaching, Quality health research in medical sciences and patient care, has well qualified and professional faculty members SMVMCH with its high teacher student ratio facilities higher education for Under Graduates and Post Graduates leading to Publication, R&D activities and Public Health Services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories workshops and computerized library etc.

Mailam (Po), Tindivanam (Tk.), Villupuram (Dt.), Pin - 604 304, Phone: 04147 - 241551 / 241515, Off. Mobile: 93604 28683

Website: www.mnc.ac.in Email: mailamparamedical@gmail.com

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MEDI JULI DE 8 HOSPITAL
MADAGADIPET, PUDUCHERNI-005 107.



Affiliated to the Directorate of Public Health and Preventive Medicine, Chennai.

AND WHEREAS both the Institution work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large both SMVMCH and MAILAM INSTITUTE OF PARAMEDICAL SCIENCE are convinced about the mutual benefit of forging formal linkage to develop collaborate teaching and research programmes in the area of the core competence with special focus on Human Health.

NOW, therefore, in consideration of the premises and mutual consents hereinafter contained, the parties hither to agree as follow:

### 1.0. Objectives of the Collaboration

- 1.1 To collaborate and co-operate with each other in order to enhance the quality of Teaching, Research Activities and Training.
- 1.2 To provide for exchange of faculty member/scientist and students to use to the maximum the expertise and facilities available in both institutions through training of students/staff and through exchange of thoughts by brainstorming sessions/seminars/workshops and conferences.
- 1.3 To work jointly for the common research interest at national and international level.
- 1.4 To encourage any other activities that both the institutions agree to be of mutual benefit.
- 1.5 Joint Conferences and Publications

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Website: www.mnc.ac.in Email: mailamparamedical@gmail.com

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Affiliated to the Directorate of Public Health and Preventive Medicine, Chennai.

### 2.0. Confidentiality

- 2.1 Both parties hereunder agree that any information disclosed by one part to the other while carrying out collaborative activities this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.
- 2.2 All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.
- 2.3 To treat in confidence and disclose to any third party any compounds under study, provide access to the compounds information accompanied or related to the compounds, research results and data other than by way of their parents.
- 2.4 This agreement constitutes the understanding between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND MAILAM INSTITUTE OF PARAMEDICAL SCIENCE supersedes all prior discussion / agreement with respect to this matter and may be modified only with the concurrence of both the parties.

### 3.0. Financial Commitment

3.1 This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, excepts as may be provided in activity – specific agreement (s) that may be entered into subsequently.

TRUE COPYLATTESTED

SRI MANARCEA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, MADAGADIPET, PUBUCHLRRI-605 107.



Affiliated to the Directorate of Public Health and Preventive Medicine, Chennai.

### 4.0 Term and Termination

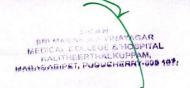
- 4.1 This Memorandum of Understanding will be in force for a period of FIVE (5) years from the date of signing of the same and thereafter may be renewed for further period subject to such other terms and conditions as may be mutually agreed upon.
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- 4.3 That in case of any dispute, efforts to be made to resolve it through conciliation failing which it will referred to a self-arbitrator appointed by the Dean of Sri Manakula Vinayagar Medical College and Hospital, the venue may be at Puducherry, or the Principal, MAILAM INSTITUTE OF PARAMEDICAL SCIENCE, Tindivanam.
- 4.4 The term of the agreement will commence from the effective date. All unforeseen events / developments will be resolved by discussions and mutual agreements whereby both parties are equally benefited. Termination of this agreement can be made by either party by intimation to the other. Upon termination, either party upon request to the other will destroy any unused compounds, information and unpublished data and results.

### 5.0. Intellectual property rights

5.1 Information of research results and scientific material (reports, article, and books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by SMVMCH during the course of this agreement shall be owned by SMVMCH. All intellectual property solely conceived and/or developed by MAILAM INSTITUTE OF PARAMEDICAL SCIENCE during the course of this agreement shall be owned by MAILAM INSTITUTE OF PARAMEDICAL SCIENCE. Intellectual property

Mailam (Po), Tindivanam (Tk.), Villupuram (Dt.), Pin - 604 304, Phone: 04147 - 241551 / 241515, Off. Mobile: 93604 28683

Website: www.mnc.ac.in Email: mailamparamedical@gmail.com





Affiliated to the Directorate of Public Health and Preventive Medicine, Chennai.

jointly conceived and/or developed by SMVMCH and MAILAM INSTITUTE OF PARAMEDICAL SCIENCE will be jointly owned by SMVMCH and MAILAM INSTITUTE OF PARAMEDICAL SCIENCE.

5.2 Each property may use such property for research and scholarly purposes with prior information to the other party and with their consent. SMVMCH and MAILAM INSTITUTE OF PARAMEDICAL SCIENCE agree to collaborate towards the protection, if appropriate and application of such intellectual property for commercial for other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

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6.1 Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties based on their respective contributions, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the sponsorship of corresponding funding agencies.

### 7.0. Notices

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Mailam (Po), Tindivanam (Tk.), Villupuram (Dt.), Pin - 604 304, Phone: 04147 - 241551 / 241515, Off. Mobile: 93604 28683

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MEGICA GO LIGE A HOSPITAL
MAIT MEERTHALKUPPAM,
MADAGALIPET, PUDUCHERRY-605 107.



Affiliated to the Directorate of Public Health and Preventive Medicine, Chennai.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED THIS MOU ON THE DATE SET FORTH ABOVE.

Dr. R. N KAGNE

Dean

Sri Manakula Vinayagar

Medical College and Hospital,

Puducherry - 605 107

Dr. KAGNE. R.N

DEAN

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM,

PUDUCHERRY-605107.

WITNESS:

Principal

MAILAM INSTITUTE OF

PARAMEDICAL SCIENCE

Villupuram - 604 304.

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Mailam (Po), Tindivanam (Tk.), Villupuram (Dt.), Pin - 604 304, Phone: 04147 - 241551 / 241515, Off. Mobile: 93604 28683 Website: www.mnc.ac.in Email: mailamparamedical@gmail.com

SRI MANARER VINAY GAR MEDICAL COLLEGE & HOA-HTAL KALITHERRTHAL KUPPAM, MADAGADIPET, PUDUCHERRY COS 107.



Approved by the Government of Tamil Nadu, Recognized by Tamil Nadu Nurses & Midwives Council, Chennai, Recognized by the Indian Nursing Council, New Delhi, Affiliated to The Tamil Nadu Dr.MGR Medical University, Chennai.

### Memorandum and Understanding (MOU)

This Memorandum of Understanding (MoU) is executed at Puducherry on this 4<sup>th</sup> November 2019 by and between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY established by the Government of Puducherry in February 2006 under the provision of the Pondicherry University ACT, 1985 and represented by its Dean, Dr. R. N. KAGNE, hereinafter referred to as "SMVMCH" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the One part; and

MAILAM NURSING COLLEGE, MAILAM, established at Tindivanam in July 2019, is one of the permanent institutes of the India which is represented by its Principal, Dr.Tamilselvi.P, hereinafter referred to as "MAILAM NURSING COLLEGE" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the Other Part:

WHEREAS SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL (SMVMCH), Being a premier teaching, Quality health research in medical sciences and patient care, has well qualified and professional faculty members SMVMCH with its high teacher student ratio facilities higher education for Under Graduates and Post Graduates leading to Publication, R&D activities and Public Health Services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories workshops and computerized library etc.

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Website: www.mnc.ac.in Email: mailamnursing@gmail.com

SPI MANANJA VINAYAGAR
MEDIGAI COLLEGE & HOSPITAL
KALITHEERTHALKUIPAM,
MADAGADIPET, PUDUCHERRY-605 107.



Approved by the Government of Tamil Nadu, Recognized by Tamil Nadu Nurses & Midwives Council, Chennai, Recognized by the Indian Nursing Council, New Delhi, Affiliated to The Tamil Nadu Dr.MGR Medical University, Chennai.

AND WHEREAS both the Institution work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large both SMVMCH and MAILAM NURSING COLLEGE are convinced about the mutual benefit of forging formal linkage to develop collaborate teaching and research programmes in the area of the core competence with special focus on Human Health.

NOW, therefore, in consideration of the premises and mutual consents hereinafter contained, the parties hither to agree as follow:

### 1.0. Objectives of the Collaboration

- 1.1 To collaborate and co-operate with each other in order to enhance the quality of Teaching, Research Activities and Training.
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Website: www.mnc.ac.in Email: mailamnursing@gmail.com

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BRI MANAKULA VINAY GAR
MEDIGAL COLLEGE & HOVETAL
KALITHERITHALICUPPAM,
MADAGADIPET, PUDUCHERITHOS 107.



Approved by the Government of Tamil Nadu, Recognized by Tamil Nadu Nurses & Midwives Council, Chennai, Recognized by the Indian Nursing Council, New Delhi, Affiliated to The Tamil Nadu Dr.MGR Medical University, Chennai.

### 2.0. Confidentiality

- 2.1 Both parties hereunder agree that any information disclosed by one part to the other while carrying out collaborative activities this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.
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- 2.3 To treat in confidence and disclose to any third party any compounds under study, provide access to the compounds information accompanied or related to the compounds, research results and data other than by way of their parents.
- 2.4 This agreement constitutes the understanding between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND MAILAM NURSING COLLEGE supersedes all prior discussion / agreement with respect to this matter and may be modified only with the concurrence of both the parties.

### 3.0. Financial Commitment

3.1 This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, excepts as may be provided in activity – specific agreement (s) that may be entered into subsequently.

TRUE COPY ATTESTED

SRI MANAKULA VINANGAR
MEDICAL COLLEGALIUPPAM,
KA JALIUPPAM,
MADAGAGIPET, PUDUCHERRY 605 107.



Approved by the Government of Tamil Nadu, Recognized by Tamil Nadu Nurses & Midwives Council, Chennai, Recognized by the Indian Nursing Council, New Delhi, Affiliated to The Tamil Nadu Dr.MGR Medical University, Chennai.

### 4.0 Term and Termination

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- 4.3 That in case of any dispute, efforts to be made to resolve it through conciliation failing which it will referred to a self-arbitrator appointed by the Dean of Sri Manakula Vinayagar Medical College and Hospital, the venue may be at Puducherry, or the Principal, MAILAM NURSING COLLEGE, Tindivanam.
- 4.4 The term of the agreement will commence from the effective date. All unforeseen events / developments will be resolved by discussions and mutual agreements whereby both parties are equally benefited. Termination of this agreement can be made by either party by intimation to the other. Upon termination, either party upon request to the other will destroy any unused compounds, information and unpublished data and results.

### 5.0. Intellectual property rights

5.1 Information of research results and scientific material (reports, article, and books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by SMVMCH during the course of this agreement shall be owned by SMVMCH. All intellectual property solely conceived and/or developed by MAILAM NURSING

BRI MONAN DE MINYADER
MEDICAL COLLEGE MINYADER
KALDHEER THE MINPAM
MADAGADIPET, PUDUCHERRY-685 107.



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COLLEGE during the course of this agreement shall be owned by MAILAM NURSING COLLEGE. Intellectual property jointly conceived and/or developed by SMVMCH and MAILAM NURSING COLLEGE will be jointly owned by SMVMCH and MAILAM NURSING COLLEGE.

5.2 Each property may use such property for research and scholarly purposes with prior information to the other party and with their consent. SMVMCH and MAILAM NURSING COLLEGE agree to collaborate towards the protection, if appropriate and application of such intellectual property for commercial for other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

### 6.0. Research Publications

6.1 Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties based on their respective contributions, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the sponsorship of corresponding funding agencies.

### 7.0. Notices

7.1 All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail addressed to the Registrar, Sri Manakula Vinayagar Medical College and Hospital at its office in Puducherry and delivered at or posted by registered mail addressed to the "The Principal, MAILAM NURSING COLLEGE" at its registered office at Mailam, Tindivanam – 604 304.

Mailam (Po), Tindivanam (Tk.), Villupuram (Dt.), Pin - 604 304, Phone : 04147 - 241551 / 241515, Off. Mobile : 93604 28683

Website : www.mnc.ac.in Email : mailamnursing@gmail.com

TRUE COPY ATTESTED

SPI MANAGULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, MADAGADIPET, PUDUCHERRY-605 107.



Approved by the Government of Tamil Nadu, Recognized by Tamil Nadu Nurses & Midwives Council, Chennai, Recognized by the Indian Nursing Council, New Delhi, Affiliated to The Tamil Nadu Dr.MGR Medical University, Chennai.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED THIS MOU ON THE DATE SET FORTH ABOVE.

Dr. R. N KAGNE

Dean

Sri Manakula Vinayagar

Medical College and Hospital,

Puducherry - 605 107 Dr. KAGNE. R.N DEAN

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, PUDUCHERRY-605107.

WITNESS:

Dr. TAMILSELVI. P

Principal

Principal
Mailam Hursing College
Mailam Post, Tindivanam Taluk.
Villusuram Niet Bio 450

MAILAM NURSING COLLEGE

Villupuram - 604 304.



2. Rejsteli m





Mailam (Po), Tindivanam (Tk.), Villupuram (Dt.), Pin - 604 304, Phone: 04147 - 241551 / 241515, Off. Mobile: 93604 28683

Website: www.mnc.ac.in Email: mailamnursing@gmail.com

BRI MANAK JI A WINAYAGAR MEDIGAL COLLEGE A HOUSHTAL KALITHEERTHAL KUPPAM, MADAGADIPET, PUDUCHERKY-605 107.



# INDIA NON JUDICIAL

# **Government of Puducherry**

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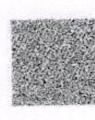
Article 5 Agreement or Memorandum of Agreement SAATHII

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AGREEMENT

SRI MANAKULAVINAYAGAR MEDICAL COLLEGE and HOSPITAL SAATHII SAATHII

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# MEMORANDUM OF UNDERSTANDING FOR SERVICE DELIVERY ON INTEGRATED COUNSELING AND TESTING CENTRES (ICTCs)

Memorandum of understanding (MOU)

State AIDS Control Society, Pondicherry Solidarity and Action Against the HIV Infection in India (SAATHII) Between

YATTESTED TRUE

INAYAGAR 8 HOSPITAL KUPPAM, HERRY-605 107.

ALCO INVANION

### Memorandum and Understanding (MOU)

This Memorandum of Understanding (MoU) is executed at Puducherry on this 17<sup>th</sup> August 2022 by and between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY established by the Government of Puducherry in February 2006 under the provision of the Pondicherry University ACT, 1985 and represented by its Dean, Dr. R. N. KAGNE, hereinafter referred to as "SMVMCH" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the One part; and

SRI MANAKULA VINAYAGAR SCHOOL OF AGRICULTURAL SCIENCES, PUDUCHERRY, established at Puducherry in July 1999, is one of the permanent institutes of the India which is represented by its Principal, Dr. Mohamed Yassin. G, hereinafter referred to as "SRI MANAKULA VINAYAGAR SCHOOL OF AGRICULTURAL SCIENCES" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the Other Part:

WHEREAS SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL (SMVMCH), Being a premier teaching, Quality health research in medical sciences and patient care, has well qualified and professional faculty members SMVMCH with its high teacher student ratio facilities higher education for Under Graduates and Post Graduates leading to Publication, R&D activities and Public Health Services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories workshops and computerized library etc.

AND WHEREAS both the Institution work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large both SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF AGRICULTURAL SCIENCES are convinced about the mutual benefit of forging formal linkage to develop collaborate teaching and research programmes in the area of the core competence with special focus on Human Health.

NOW, therefore, in consideration of the premises and mutual consents hereinafter contained, the parties hither to agree as follow:

### 1.0. Objectives of the Collaboration

- 1.1 To collaborate and co-operate with each other in order to enhance the quality of Teaching, Research Activities and Training.
- 1.2 To provide for exchange of faculty member/scientist and students to use to the maximum the expertise and facilities available in both institutions through training of students/staff and through exchange of thoughts by brainstorming sessions/seminars/workshops and conferences.
- 1.3 To work jointly for the common research interest at hational and international level.

SCHWARD DE AM MEDICAL COLLEGE & HOSPINAL KALIFMETER HAZZUSTAM. MADAGADIPET, PUDUCHERKY-505 107.

- 1.4 To encourage any other activities that both the institutions agree to be of mutual benefit.
- 1.5 Joint Conferences and Publications

### 2.0. Confidentiality

- 2.1 Both parties hereunder agree that any information disclosed by one part to the other while carrying out collaborative activities this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.
- 2.2 All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.
- 2.3 To treat in confidence and disclose to any third party any compounds under study, provide access to the compounds information accompanied or related to the compounds, research results and data other than by way of their parents.
- 2.4 This agreement constitutes the understanding between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND SRI MANAKULA VINAYAGAR SCHOOL OF AGRICULTURAL SCIENCES supersedes all prior discussion / agreement with respect to this matter and may be modified only with the concurrence of both the parties.

### 3.0. Financial Commitment

3.1 This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, excepts as may be provided in activity – specific agreement (s) that may be entered into subsequently.

### 4.0 Term and Termination

4.1 This Memorandum of Understanding will be in force for a period of FIVE (5) years from the date of signing of the same and thereafter may be renewed for further period subject to such other terms and conditions as may be mutually agreed upon.

TRUE COPY ATTESTED

SRI MANAKULA V VAYAGAR
MEDICAL COLLEGE SHOSPITAL
KALITHEERTHALK PPAM,
MADAGADIPET, PUDUCHERRY-805 107.

- 4.2 Notwithstanding sub-clause 4.0., this MoU may be terminated by either party by issuing a one month notice in writing to the other party prior to the desired termination date. However, both parties agreed that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of the termination.
- 4.3 That in case of any dispute, efforts to be made to resolve it through conciliation failing which it will referred to a self-arbitrator appointed by the Dean of Sri Manakula Vinayagar Medical College and Hospital, the venue may be at Puducherry, or the Principal, SRI MANAKULA VINAYAGAR SCHOOL OF AGRICULTURAL SCIENCES, Puducherry (UT).
- 4.4 The term of the agreement will commence from the effective date. All unforeseen events / developments will be resolved by discussions and mutual agreements whereby both parties are equally benefited. Termination of this agreement can be made by either party by intimation to the other. Upon termination, either party upon request to the other will destroy any unused compounds, information and unpublished data and results.

### 5.0. Intellectual property rights

- 5.1 Information of research results and scientific material (reports, article, and books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by SMVMCH during the course of this agreement shall be owned by SMVMCH. All intellectual property solely conceived and/or developed by SRI MANAKULA VINAYAGAR SCHOOL OF AGRICULTURAL SCIENCES during the course of this agreement shall be owned by SRI MANAKULA VINAYAGAR SCHOOL OF AGRICULTURAL SCIENCES. Intellectual property jointly conceived and/or developed by SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF AGRICULTURAL SCIENCES will be jointly owned by SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF AGRICULTURAL SCIENCES.
- 5.2 Each property may use such property for research and scholarly purposes with prior information to the other party and with their consent. SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF AGRICULTURAL SCIENCES agree to collaborate towards the protection, if appropriate and application of such intellectual property for commercial for other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

MEDICAL THAT AND HOSPITAL MADAGADIPET, PUDUCHERRY-60\$ 107.

### 6.0. Research Publications

6.1 Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties based on their respective contributions, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the sponsorship of corresponding funding agencies.

### 7.0. Notices

7.1 All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail addressed to the Registrar, Sri Manakula Vinayagar Medical College and Hospital at its office in Puducherry and delivered at or posted by registered mail addressed to the "The Principal, SRI MANAKULA VINAYAGAR SCHOOL OF AGRICULTURAL SCIENCES" at its registered office at Madagadipet Puducherry – 605 107.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED THIS MOU ON THE DATE SET FORTH ABOVE.

Dr. R. N. KAGNE

Dean

Sri Manakula Vinayagar

Medical College and Hospital,

Puducherry - 605 107

Dr. KAGNE. R.N

DEAN SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM,

PUDUCHERRY-605107.

WITNESS:

Dr. MOHAMED YASSIN. G

Dean

School of Agricultural Sciences

Puducherry - 605 107.

Dr.G.MOHAMED YASSIN, Ph.D.,

Dean

School of Agricultural Sciences
Sri Manakula Vinayagar Engineering College
(An Autonomous Institution)
Madagadiet, Puducherry-605107

2. Rejsleten

TRUE COPY ATTESTED

SRI MANAKUT YINAYAGAR MEDICAL CALEST & HOSPITAL KALITHEERTHAL UPPAM, MADAGADIPET, PUDUCHERY-605 107.

# Memorandum and Understanding (MOU)

This Memorandum of Understanding (MoU) is executed at Puducherry on this 17<sup>th</sup> August 2018 by and between **SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL**, **PUDUCHERRY** established by the Government of Puducherry in February 2006 under the provision of the Pondicherry University ACT, 1985 and represented by its Dean, **Dr. R. N. KAGNE**, hereinafter referred to as "**SMVMCH**" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the One part; and

SRI MANAKULA VINAYAGAR SCHOOL OF ARCHITECTURE, PUDUCHERRY established at Puducherry in the year 2017, is one of the permanent institutes of the India which is represented by its Principal, Ar. S. Manoharan, hereinafter referred to as "SRI MANAKULA VINAYAGAR SCHOOL OF ARCHITECTURE" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the Other Part:

WHEREAS SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL (SMVMCH), Being a premier teaching, Quality health research in medical sciences and patient care, has well qualified and professional faculty members SMVMCH with its high teacher student ratio facilities higher education for Under Graduates and Post Graduates leading to Publication, R&D activities and Public Health Services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories workshops and computerized library etc.

AND WHEREAS both the Institution work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large both SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF ARCHITECTURE are convinced about the mutual benefit of forging formal linkage to develop collaborate teaching and research programmes in the area of the core competence with special focus on Human Health.

NOW, therefore, in consideration of the premises and mutual consents hereinafter contained, the parties hither to agree as follow:

# 1.0. Objectives of the Collaboration

- 1.1 To collaborate and co-operate with each other in order to enhance the quality of Teaching, Research Activities and Training.
- 1.2 To provide for exchange of faculty member/scientist and students to use to the maximum the expertise and facilities available in both institutions through training of

PRI MA WALLE VENEZACAR
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KALEGEE E PAM
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- students/staff and through exchange of thoughts by brainstorming sessions/seminars/workshops and conferences.
- 1.3 To work jointly for the common research interest at national and international level.
- 1.4 To encourage any other activities that both the institutions agree to be of mutual benefit.
- 1.5 Joint Conferences and Publications

## 2.0. Confidentiality

- 2.1 Both parties hereunder agree that any information disclosed by one part to the other while carrying out collaborative activities this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.
- 2.2 All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.
- 2.3 To treat in confidence and disclose to any third party any compounds under study, provide access to the compounds information accompanied or related to the compounds, research results and data other than by way of their parents.
- 2.4 This agreement constitutes the understanding between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND SRI MANAKULA VINAYAGAR SCHOOL OF ARCHITECTURE supersedes all prior discussion / agreement with respect to this matter and may be modified only with the concurrence of both the parties.

#### 3.0. Financial Commitment

3.1 This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, excepts as may be provided in activity – specific agreement (s) that may be entered into subsequently.

## 4.0 Term and Termination

4.1 This Memorandum of Understanding will be in force for a period of FIVE (5) years from the date of signing of the same and thereafter may be renewed for further period subject to such other terms and conditions as may be mutually agreed upon.

DEAN
SRI MANAKULA VINAYAGAR
MEDICAL COLLEGE & HOSPWAL
KALITHERTHALKUPPAM,
MADAGADIPET, PUDUCHERRY-605 107.

- 4.2 Notwithstanding sub-clause 4.0., this MoU may be terminated by either party by issuing a one month notice in writing to the other party prior to the desired termination date. However, both parties agreed that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of the termination.
- 4.3 That in case of any dispute, efforts to be made to resolve it through conciliation failing which it will referred to a self-arbitrator appointed by the Dean of Sri Manakula Vinayagar Medical College and Hospital, the venue may be at Puducherry, or the Principal, Sri Manakula Vinayagar School of Architecture, Puducherry.
- 4.4 The term of the agreement will commence from the effective date. All unforeseen events / developments will be resolved by discussions and mutual agreements whereby both parties are equally benefited. Termination of this agreement can be made by either party by intimation to the other. Upon termination, either party upon request to the other will destroy any unused compounds, information and unpublished data and results.

# 5.0. Intellectual property rights

- 5.1 Information of research results and scientific material (reports, article, and books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by SMVMCH during the course of this agreement shall be owned by SMVMCH. All intellectual property solely conceived and/or developed by Sri Manakula Vinayagar School of Architecture during the course of this agreement shall be owned by Sri Manakula Vinayagar School of Architecture. Intellectual property jointly conceived and/or developed by SMVMCH and Sri Manakula Vinayagar School of Architecture will be jointly owned by SMVMCH and Sri Manakula Vinayagar School of Architecture.
- 5.2 Each property may use such property for research and scholarly purposes with prior information to the other party and with their consent. SMVMCH and Sri Manakula Vinayagar School of Architecture agree to collaborate towards the protection, if appropriate and application of such intellectual property for commercial for other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

# 6.0. Research Publications

6.1 Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties based on their respective contributions, with prior

SRI MANAGORIA MEDICAL ESTA TOTAL KALITHEER THACK PEPAM, MADAGADIPET, PUQUEN RRY 606 167 mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the sponsorship of corresponding funding agencies.

#### 7.0. Notices

7.1 All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail addressed to the Registrar, Sri Manakula Vinayagar Medical College and Hospital at its office in Puducherry and delivered at or posted by registered mail addressed to the "The Principal, Sri Manakula Vinayagar School of Architecture" at its registered office at Puducherry - 605107.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED THIS MOU ON THE DATE SET FORTH ABOVE.

Dr. R. N KAGNE

Dean

Sri Manakula Vinayagar

Medical College and Hospital,

Puducherry - 605 107

Dr. KAGNE. R.N

DEAN SRI MANAKULA VINAYAGAR

WITNESS: MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM,

PUDUCHERRY-605107.

Ar. S. Manoharan

Dean

School of Architecture

Madagadiper Turnicherry - 605 107.

MADAGADIPET PUDUCHERRY

605 107

2. nejeleli ~

TRUE COPY ATTESTED

SRI MANARATA MEDICAL COLLEGE A HOSPITAL KALITHEERTHALK PPAM, MADAGADIPET, PUDUCHERRY-605 107.

# Memorandum and Understanding (MOU)

This Memorandum of Understanding (MoU) is executed at Puducherry on this 17<sup>th</sup> August 2022 by and between **SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL**, **PUDUCHERRY** established by the Government of Puducherry in February 2006 under the provision of the Pondicherry University ACT, 1985 and represented by its Dean, **Dr. R. N. KAGNE**, hereinafter referred to as "SMVMCH" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the One part; and

SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE, PUDUCHERRY, established at Puducherry in July 1999, is one of the permanent institutes of the India which is represented by its Director cum Principal, Dr. V.S.K. Venkatachalapathy, hereinafter referred to as "SMVEC" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the Other Part:

WHEREAS SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL (SMVMCH), Being a premier teaching, Quality health research in medical sciences and patient care, has well qualified and professional faculty members SMVMCH with its high teacher student ratio facilities higher education for Under Graduates and Post Graduates leading to Publication, R&D activities and Public Health Services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories workshops and computerized library etc.

AND WHEREAS both the Institution work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large both SMVMCH and SMVEC are convinced about the mutual benefit of forging formal linkage to develop collaborate teaching and research programmes in the area of the core competence with special focus on Human Health.

NOW, therefore, in consideration of the premises and mutual consents hereinafter contained, the parties hither to agree as follow:

# 1.0. Objectives of the Collaboration

- 1.1 To collaborate and co-operate with each other in order to enhance the quality of Teaching, Research Activities and Training.
- 1.2 To provide for exchange of faculty member/scientist and students to use to the maximum the expertise and facilities available in both institutions through training of students/staff and through exchange of thoughts by brainstorming sessions/seminars/workshops and conferences.

BRI MAN PAR PARAYACAR MEDICAL COLUMN PROPERTY PARAYACAR MANAYACAR MEDICAL COLUMN PROPERTY PARAYACAR MADAGADIPET, PUBUCHLANY 1005 107

- 1.3 To work jointly for the common research interest at national and international level.
- 1.4 To encourage any other activities that both the institutions agree to be of mutual benefit.
- 1.5 Joint Conferences and Publications

#### 2.0. Confidentiality

- 2.1 Both parties hereunder agree that any information disclosed by one part to the other while carrying out collaborative activities this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.
- 2.2 All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.
- 2.3 To treat in confidence and disclose to any third party any compounds under study, provide access to the compounds information accompanied or related to the compounds, research results and data other than by way of their parents.
- 2.4 This agreement constitutes the understanding between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE supersedes all prior discussion / agreement with respect to this matter and may be modified only with the concurrence of both the parties.

## 3.0. Financial Commitment

3.1 This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, excepts as may be provided in activity – specific agreement (s) that may be entered into subsequently.

## 4.0 Term and Termination

4.1 This Memorandum of Understanding will be in force for a period of FIVE (5) years from the date of signing of the same and thereafter may be renewed for further period subject to such other terms and conditions as may be mutually agreed upon.

TRUE COPY ATTESTED

SRI MANCAULA VINAYAGAR
MEDICAL COL LEGE & HOSPITAL
KALITHEERTHALKUAPAM,
MADAGADIPET, PUDUCHERRY-605 107.

- 4.2 Notwithstanding sub-clause 4.0., this MoU may be terminated by either party by issuing a one month notice in writing to the other party prior to the desired termination date. However, both parties agreed that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of the termination.
- 4.3 That in case of any dispute, efforts to be made to resolve it through conciliation failing which it will referred to a self-arbitrator appointed by the Dean of Sri Manakula Vinayagar Medical College and Hospital, the venue may be at Puducherry, or the Principal, SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE, Puducherry (UT).
- 4.4 The term of the agreement will commence from the effective date. All unforeseen events / developments will be resolved by discussions and mutual agreements whereby both parties are equally benefited. Termination of this agreement can be made by either party by intimation to the other. Upon termination, either party upon request to the other will destroy any unused compounds, information and unpublished data and results.

# 5.0. Intellectual property rights

- 5.1 Information of research results and scientific material (reports, article, and books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by SMVMCH during the course of this agreement shall be owned by SMVMCH. All intellectual property solely conceived and/or developed by SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE during the course of this agreement shall be owned by SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE. Intellectual property jointly conceived and/or developed by SMVMCH and SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE will be jointly owned by SMVMCH and SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE.
- 5.2 Each property may use such property for research and scholarly purposes with prior information to the other party and with their consent. SMVMCH and SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE agree to collaborate towards the protection, if appropriate and application of such intellectual property for commercial for other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

TRUE COPY ATTESTED

SPINANCANUL VINAYAORR
MEDICAL COLLEGE & HOSPIVAL
KALITHEERTHALKUPPAM.
MADAGADIPES, PUDUCHERRY-605 107.

#### 6.0. Research Publications

6.1 Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties based on their respective contributions, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the sponsorship of corresponding funding agencies.

#### 7.0. Notices

7.1 All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail addressed to the Registrar, Sri Manakula Vinayagar Medical College and Hospital at its office in Puducherry and delivered at or posted by registered mail addressed to the "The Director cum Principal, SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE" at its registered office at Madagadipet, Puducherry – 605 107.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED THIS MOU ON THE DATE SET FORTH ABOVE.

Dr. R. N KAGNE

Dean

Sri Manakula Vinayagar

Medical College and Hospital,

Puducherry - 605 107

Dr. KAGNE. R.N

DEAN SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM,

PUDUCHERRY-605107.

Dr. V.S.K. Venkatachalapathy

Director cum Principal

Sri Manakula Vinayagar Engineering

College,

Puducherry - 605 107.

Dr. V.S.K. Venkatachalapathy, M.E., Ph.D.,

Director cum Principal
Sri Manakula Vinayagar Engineering College
Madagadipet, Puducherry - 605 107.

WITNESS:

1. Dr. S. Tayakuman

2. lefter: ~

TRUE COPY ATTESTED

DEAN BOTHANAS A VINAYAGAR METHON COLLEGE & HOSPITAL AACHHEER CHALKUPPAM,

MADAGADIFET, PUDUCHERRY-605 107.



# Memorandum and Understanding (MOU)

This Memorandum of Understanding (MoU) is executed at Puducherry on this 5<sup>th</sup> April 2023 by and between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY established by the Government of Puducherry in February 2006 under the provision of the Pondicherry University ACT, 1985 and represented by its Dean, Dr. R. N. KAGNE, hereinafter referred to as "SMVMCH" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the One part; and

TAKSHASHILA UNIVERSITY was formed with the avowed vision of enlightening the society by offering quality and world class education to the nation. The name of the university derived from ancient Takshashila University. This ancient university was located in the city of Taxila near the bank of the Indus River. According to Ramayan the Taxila city was founded by Bharat, the son of Kaikeyi and younger stepbrother of Ram. Along with Nalanda, Taxila was one of the seats of higher learning in ancient India.

WHEREAS SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL (SMVMCH), Being a premier teaching, Quality health research in medical sciences and patient care, has well qualified and professional faculty members SMVMCH with its high teacher student ratio facilities higher education for Under Graduates and Post Graduates leading to Publication, R&D activities and Public Health Services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories workshops and computerized library etc.

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AND WHEREAS both the Institution work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large both SMVMCH and TAKSHASHILA UNIVERSITY are convinced about the mutual benefit of forging formal linkage to develop collaborate teaching and research programmes in the area of the core competence with special focus on Human Health.

NOW, therefore, in consideration of the premises and mutual consents hereinafter contained, the parties hither to agree as follow:

# 1.0. Objectives of the Collaboration

- 1.1 To collaborate and co-operate with each other in order to enhance the quality of Teaching, Research Activities and Training.
- 1.2 To provide for exchange of faculty member/scientist and students to use to the maximum the expertise and facilities available in both institutions through training of students/staff and through exchange of thoughts by brainstorming sessions/seminars/workshops and conferences.
- 1.3 To work jointly for the common research interest at national and international level.
- 1.4 To encourage any other activities that both the institutions agree to be of mutual benefit.
- 1.5 Joint Conferences and Publications

# 2.0. Confidentiality

2.1 Both parties hereunder agree that any information disclosed by one part to the other while carrying out collaborative activities this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the

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relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.

- 2.2 All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.
- 2.3 To treat in confidence and disclose to any third party any compounds under study, provide access to the compounds information accompanied or related to the compounds, research results and data other than by way of their parents.
- 2.4 This agreement constitutes the understanding between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND TAKSHASHILA UNIVERSITY supersedes all prior discussion / agreement with respect to this matter and may be modified only with the concurrence of both the parties.

#### 3.0. Financial Commitment

3.1 This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, excepts as may be provided in activity – specific agreement (s) that may be entered into subsequently.

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## 4.0 Term and Termination

- 4.1 This Memorandum of Understanding will be in force for a period of FIVE (5) years from the date of signing of the same and thereafter may be renewed for further period subject to such other terms and conditions as may be mutually agreed upon.
- 4.2 Notwithstanding sub-clause 4.0., this MoU may be terminated by either party by issuing a one month notice in writing to the other party prior to the desired termination date. However, both parties agreed that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of the termination.
- 4.3 That in case of any dispute, efforts to be made to resolve it through conciliation failing which it will referred to a self-arbitrator appointed by the Dean of Sri Manakula Vinayagar Medical College and Hospital, the venue may be at Puducherry, or the Director, Takshashila University, Tindivanam.
- 4.4 The term of the agreement will commence from the effective date. All unforeseen events / developments will be resolved by discussions and mutual agreements whereby both parties are equally benefited. Termination of this agreement can be made by either party by intimation to the other. Upon termination, either party upon request to the other will destroy any unused compounds, information and unpublished data and results.

# 5.0. Intellectual property rights

5.1 Information of research results and scientific material (reports, article, and books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by SMVMCH during the course of this agreement shall be owned by SMVMCH. All

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intellectual property solely conceived and/or developed by Takshashila University during the course of this agreement shall be owned by Takshashila University. Intellectual property jointly conceived and/or developed by SMVMCH and Takshashila University will be jointly owned by SMVMCH and Takshashila University.

5.2 Each property may use such property for research and scholarly purposes with prior information to the other party and with their consent. SMVMCH and TAKSHASHILA UNIVERSITY agree to collaborate towards the protection, if appropriate, and application of such intellectual property for commercial for other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

#### 6.0. Research Publications

6.1 Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties based on their respective contributions, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the sponsorship of corresponding funding agencies.

## 7.0. Notices

7.1 All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail addressed to the Registrar, Sri Manakula Vinayagar Medical College and Hospital at its office in Puducherry and delivered at or posted by registered mail addressed to the "The Director, Takshashila University" at its registered office at Ongur, Tindivanan - 604 305.

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IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED THIS MOU ON THE DATE SET FORTH ABOVE.

Dr. R. N KAGNE

Dean

Sri Manakula Vinayagar

Medical College and Hospital,

Puducherry - 605 107

Dr. KAGNE. R.N

DEAN

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM,

PUDUCHERRY-605107.

WITNESS:

1. K M W

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Mr. M. Dhanasekaran

Chancellor

Takshashila University,

Ongur, Tindivanam Taluk,

Villupuram Dist. - 604 305.

2. Nojelet: m

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## MEMORANDUM OF UNDERSTANDING - Simulation Partnership

This Memorandum of Understanding is made on: Tuesday 17th August 2021

#### **BETWEEN**

 HULL INSTITUTE OF LEARNING AND SIMULATION (HILS) of Hull University Teaching Hospitals, Fountain Street, Anlaby Road, Hull, HU3 2JZ, UK

#### and

 Sri Manakula Vinayagar Medical College and Hospital (SMVMCH) of Kalitheerthal kuppam, Madagadipet, Puducherry – 605 107

#### 1 PURPOSE

- 1.1 The Parties recognise that each of them is pursuing educational, research, cultural and training activities in areas that are of possible common interest and that there may be mutual benefit in cooperating or collaborating in such activities.
- 1.2 The Parties wish to discuss the possibility of establishing a collaborative relationship between them for educational activities and collaborations to promote the sharing of knowledge, exchange of information and experiences for staff and students.

#### 2 INTENT

- 2.1 The Parties will endeavour to promote cooperation and collaboration between them.
  - 2.2 The Parties will, in particular, endeavour to promote collaboration on the following activities:
  - · Develop robust training programmes and projects to produce income generation for both parties
  - Assistance in conducting Faculty Development Training online using existing e-learning portals, with a view to some face to face where possible.
  - Establishment of programmes that will enable interested and qualified students and University personnel to pursue either short term or extended programmes of study in each other's institution.
  - Assistance for visits by authorized officials from each institution for the purpose of studying the other's educational system to develop mechanisms for and expand areas of cooperation.
  - Support the development of joint research programmes and projects in the field of mutual interest, especially in the field of research in simulation.
  - Identification of other areas of possible interest and collaboration, especially in the field of translating simulation based training to clinicians.
  - Awareness in both institutions of the teaching and research programmes, research institutes and the educational resources of each other's institution.

## **3 OPERATION**

- 3.1 This paragraph is intended to be not legally binding.
- 3.2 The Parties agree that any collaborative relationship will be subject to formal collaboration agreement between the parties.
- 3.3 Once the parties have agreed to collaborate, individual areas of cooperation will be subject to formal agreement.
- 3.4 Any areas of cooperation must first be approved by the Vice-Chancellor/Director of each Party or their authorised delegate.

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3.5 The formal agreements described in 3.2 and 3.3 above must be in writing and signed by duly authorised representatives of each Party.

## **4 GENERAL PRINCIPLES**

- 4.1 Collaboration between the Parties must be subject to mutual consent, be feasible and desirable for both Parties.
- 4.2 There must be demonstrable mutual benefit to each Party.
- 4.3 There must be mutual respect between the Parties and any staff or students in any way involved in the collaboration.
- 4.4 Neither Party shall do or say anything which may bring the name or reputation of the other Party into disrepute.
- 4.5 There is no obligation on either Party to enter into any further collaboration agreement or to enter into any form of collaboration.
- 4.6 The activities from the partnership may result in income generation for each organisation, any fees incurred from the activities will be drawn from that income and not from wider budgets. If the partnership is deemed to be a financial risk to Hull University Teaching Hospitals/SRI Manakulavinayagar Medical College and Hospital or any other organisation involved than the contract would be terminated.
- 4.7 Costs incurred by either party will be payable by the other upon written agreement from both parties.
- 4.8 Initial fees that HULL INSTITUTE OF LEARNING AND SIMULATION (HILS) would charge to SRI MANAKULAVINAYAGAR MEDICAL COLLEGE & HOSPITAL (SMVMCH) for programme set up, will be agreed upon at commencement of partnership and are subject to change upon written agreement between both parties.

## **5 CONFIDENTIALITY**

- 5.1 This paragraph is intended to be legally binding.
- 5.2 Each Party agrees to treat as confidential and maintain in confidence all information of a confidential, sensitive or proprietary nature which may be disclosed or revealed to it as a result of this Memorandum.

## 6. INTELLECTUAL PROPERTY

- 6.1 This paragraph is intended to be legally binding.
- 6.2 All intellectual property owned by one Party shall remain the exclusive property of that Party and shall not be used by the other Party except as expressly permitted by the owning Party in writing.

#### 7. NO PARTNERSHIP OR AGENCY

- 7.1 This paragraph is intended to be legally binding.
- 7.2 Nothing in this Memorandum is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other, or authorise any Party to make or enter into any commitments for or on behalf of any other party.

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## **8 DURATION**

This Memorandum shall take immediate effect and shall continue for 5 years or until either:

BRI MANAKULA VINAYAGAR MEDICAL COLLEGE SHOSPITAL KALITHEERTHALKUPPAM, MADAGADIPET, PUDUCHERRY-835 107.

**OPY ATTESTED** 

- i) the Parties agree that there is no mutual benefit in or possibilities for collaboration; or
- ii) either Party serves to the other 3 month's notice to terminate this Memorandum, whichever is the sooner.

#### 9 FACILITATIONS OF PARTNERSHIP

Outside agencies will be brought in to aid the smooth running of the partnership as described below:

- 9.1 Inspera Education & Healthcare Pvt Ltd, India will help in facilitation the providing expertise in the following areas:
  - a. Identify and screen areas of collaboration possibilities
  - Coordinate with both parties to design projects and programs that is agreeable to both technically and commercially.
  - c. Facilitate designing of the program/ project by the technical teams on both sides.
  - d. Provide secretarial and legal support and advice on what is possible and not possible given the ground realities on both countries and thereby ensure development of a mutually beneficial alliance and take legal clearances if any.
  - e. Manage the transfer of people and funds to operationalize the project seamlessly and reduce communication gap. This will keep the cost affordable to both parties and ensure ring fencing the existing business of both entities.
  - f. Monitor the progress of deliverable on both sides and share the progress in the form of a dashboard on a regular basis to support timely decision making by the managements and board of both the parties.
- 9.2 Zoom Healthcare, UK will help in facilitation the partnership by providing expertise in the following areas:
  - a. Creating road maps and strategic plans for embedding simulation in simulation naïve organisations through a robust needs assessment of curriculum, learners and educators.
  - b. Review and design evidence based simulation for UG and PG curriculum for all professions.
  - c. Floor plans and advice on simulation centre design with relevance to organisation's needs both current and the future.
  - d. Responsible investment in resources and future proofing simulation investment with advice on return on investment options.
  - e. Faculty development programmes to sustain simulation.
  - f. Managerial and administrative infrastructure development to support program and budget development, continual evaluation of programs with oversight of staffing models needed to deliver simulation in the organisation.
  - g. Designing and delivering complex programmes linking quality improvement to simulation.
  - h. Implementing bespoke programmes to address patient safety and risk using simulation.

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- Promote an academic focus translating into publications in peer reviewed journals.
- Become a national and international leader in simulation and successfully obtain accreditation with international bodies of excellence in simulation.

## **10 LEGAL EFFECT**

The Parties agree that except as set out in paragraphs 5 (five), 6 (six) and 7 (seven) above this Memorandum is a statement of intent and of current intentions and is not intended to create binding or legal obligations on either Party.

Signed for and on behalf of	Signed for and on behalf of
HULL INSTITUTE OF LEARNING AND SIMULATION, UK	SRI MANAKULAVINAYAGAR MEDICAL COLLEGE & HOSPITAL , MDIA
SIGNATURE: SIGNATURE:	SIGNATURE:
NAME: Dr. DAVID WRIGHT	NAME: Dr. R. N. KAGNE
DESIGNATION: Director	DESIGNATION: Deputy Director & Dean
Signed for and on behalf of	Signed for and on behalf of
ZOOM HEALTHCARE, UK	INSPERA EDUCATION & HEALTHCARE PVT LTD, INDIA
SIGNATURE: Mpurva NAME: Dr. MAKANI PURVA DESIGNATION: Director	SIGNATURE: Louilo NAME: Dr. SHARMILA ANAND DESIGNATION: Founder & MD

TRUE COPY ATTESTED

SRI MARI WALL WAYAGAR
MEDICAL COLLEGE HOSPITAL
KALITHEERTHAL HYPPAM,
MADAGADIPET, PUDUCHERRY-605 107.



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ICMR VECTOR CONTROL RESEARCH CENTER

SRIMANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL

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निदेशक / DIRECTOR

आईसीएमआर रोगवाहक नियंत्रण अनुसधान केन्द ICMR-Vector Control Research Centre पुदुच्चेरी / Puducherry 605 006

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INCLUDED TO STOCK HOLDING.

Dr. K. HARTHIKEYAN, MD., DEAN (ACADEMIC) SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL

MADAGADIPET, PUDUCHERRY





# Memorandum and Understanding (MoU)

Between

Sri Manakula Vinayagar Medical College and Hospital (SMVMCH), Puducherry

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Indian Council of Medical Research –Vector Control Research Centre (ICMR-VCRC),
Puducherry

This Memorandum of Understanding (MoU) is executed at Puducherry on this 18<sup>th</sup> August 2022 by and between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY established by the Government of Puducherry in February 2006 under the provision of the Pondicherry University ACT, 1985 and represented by its Dean, Dr. R. N. KAGNE, hereinafter referred to as "SMVMCH" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the One part; and INDIAN COUNCIL OF MEDICAL RESEARCH –VECTOR CONTROL RESEARCH CENTRE (ICMR-VCRC), PUDUCHERRY, established at Pondicherry (now Puducherry) in July 1975, is one of the permanent institutes of the Indian Council of Medical Research, Department of Health Research, Government of India which is represented by its Director, DR. ASHWANI KUMAR, hereinafter referred to as "ICMR-VCRC" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the Other Part:

WHEREASSRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL (SMVMCH), being premier teaching, quality health research in medical sciences and patient care, has well-qualified and professional faculty members SMVMCH with its high teacher-student ratio facilities higher education for Under Graduates and Post Graduates leading to Publication, R&D activities and Public Health Services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories workshops and computerized library etc.

AND WHEREAS ICMR-VECTOR CONTROL RESEARCH CENTRE (ICMR-VCRC), has been engaged in basic and applied research with the primary objective of finding newer methods and developing strategies of vector control for the control of vector-borne diseases.

निदेशक / DIRECTOR आईसीएमआर रोगवाहक नियंत्रण अनुसंधान केन्द ICMR-Vector Control Research Centre पुदुच्चेरी / Puducherry 605 006 TRUE COPY ATTESTED Dr. K. KARTHIKEYAN, MD.,

Dr. K. KARTHIK EYAN, M.S.,
DEAN (ACADEMIC)
SRI MANAKULA VINAYAGAR
MEDICAL COLLEGE AND HOSPITAL
PUDUCHERRY-605 107.

MEDICAL CONTECT POSPITAL KALITHEERTHAL RUPPAM, MADAGADIPET, PUDUCHERRY-605 107. The World Health Organization (WHO) has designated the VCRC as a Collaborating Centre for Research and Training in Lymphatic Filariasis and Integrated Vector Management. The Ministry of Health and Family Welfare, Government of India in 2000 recognized the centre as one of the Institutes of Excellence in India for Courses in Health Training.

AND WHEREAS both the Institutions work with objectives to enhance the quality of teaching and learning process, research and extension of services to the society at large, both SMVMCH and ICMR-VCRC are convinced about the mutual benefit of forging formal linkage to develop collaborative teaching and research programmes in the area of the core competence with special focus on Human Health.

NOW, therefore, in consideration of the premises and mutual consents hereinafter contained, the parties hither to agree as follow:

# 1.0. Objectives of the Collaboration

- 1.1. To collaborate and cooperate with each other in order to enhance the quality of Teaching, Research Activities and Training.
- 1.2.To provide for the exchange of faculty members/scientists and students to use to the maximum the expertise and facilities available in both Institutions through training of students/staff and through the exchange of thoughts by brainstorming sessions/seminars/workshops and conferences.
- 1.3. To work jointly for the common research interest at the national and international levels.
- 1.4. To encourage any other activities that both Institutions agree to be of mutual benefit.
- 1.5. Joint Conferences and Publications

## 2.0. Confidentiality

2.1 Both parties hereunder agree that any information disclosed by one part to the other while carrying out collaborative activities. This MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.

निदेशक / DIRECTOR

आईसीएमआर रोगवाहक नियंत्रण अनुसंधान केन्द् ICMR-Vector Control Research Centre पुदुच्चेरी / Puducherry 605 006 平田(15

DEAN (ACADEMIC)

SRI MANAKULA VINAYAGAR MEBICAL COLLEGE AND HOSPITAL DUDUCHERRY-605 107.

MEDICAL MADAGASIPET, PUDUCALERRY-635 107.

2.2 All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.

#### 3.0. **Financial Commitment**

This MoU, being a cooperative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and/or financial commitment whatsoever on either of the parties hereto, except as may be provided in activityspecific agreement (s) that may be entered into subsequently.

#### **Term and Termination** 4.0

- 4.1 This Memorandum of Understanding will be in force for a period of five years from the date of signing of the same and thereafter may be renewed for a further period subject to such other terms and conditions as may be mutually agreed upon.
- 4.2 Notwithstanding sub-clause 4.0., either party may terminate this MoU by issuing a onemonthwritten notice to the other party before the desired termination date. However, both parties agreed that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of the termination.
- 4.3 That in case of any dispute, efforts to be made to resolve it through conciliation failing which it will be referred to a self-arbitrator appointed by the Dean of Sri Manakula Vinayagar Medical College and Hospital, the venue may be at Puducherry, or the Director, ICMR-VCRC, Puducherry (UT).
- 4.4 The term of the agreement willcommence from the effective date, of signing the MoU. All unforeseen events/developments will be resolved by discussions and mutual agreements whereby both parties are equally benefited. Termination of this agreement can be made by either party by intimation to the other. Upon termination, either party upon request to the other will destroy any unused compounds, information and unpublished data and results.

निदेशक / DIRECTOR

आईसीएमआर रोगवाहक नियंत्रण अनुसधान केन्द ICMR-Vector Control Research Centre पुदुच्चेरी / Puducherry 605 006

OSPITAL HALKUPPAM. MADAGADIFET, PUDUCHERRY-605 107. Dr. K. KARTHIKEYAN, DEAN (ACADEMIC) SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL

PUDUCHERRY-605 107.

## 5.0. Intellectual property rights

- 5.1 Information on research results and scientific material (reports, articles, and books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by SMVMCH during the course of this agreement shall be owned by SMVMCH. All intellectual property solely conceived and/or developed by ICMR-VCRC during the course of this agreement shall be owned by ICMR-VCRC. Intellectual property jointly conceived and/or developed by SMVMCH and ICMR-VCRC will be jointly owned by SMVMCH and ICMR-VCRC.
- 5.2 Each property may use such property for research and scholarly purposes with prior information to the other party and with their consent. SMVMCH and ICMR-VCRC agree to collaborate towards the protection, if appropriate, and application of such intellectual property for a commercial for other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

#### 6.0. Research Publications

6.1 Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties based on their respective contributions, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the sponsorship of corresponding funding agencies.

#### 7.0. Notices

7.1 All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail addressed to the Registrar, Sri Manakula Vinayagar Medical College and Hospital at its office in Puducherry; and delivered at or posted by registered mail addressed to The Director, ICMR-VCRC at its registered office at Gorimedu, Indra Nagar, Puducherry – 605 006.

निदेशक / DIRECTOR आईसीएमआर रोगवाहक नियंत्रण अनुसंधान केन्द

ICMR-Vector Control Research Centre पुदुच्चेरी / Puducherry 605 006

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MEDICAL SPITAL
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MADAGAMAN C., POLICIERTO 605 107.

Dr. K. KARTHIKEYAN, M.D., DEAN (ACADEMIC)

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL PUDUCHERRY-605 107. In witness whereof the parties hereto have executed this MoU on the date set forth above.

Or R. N KAGNE

Dean

Sri Manakula Vinayagar Medical College and Hospital,

Puducherry - 605 107

Medical Complex, Indira Nagar, Puducherry - 605 006

Director

Dr ASHWANI KUMAR

निदेशक / DIRECTOR

आईसीएमआर रोगवाहक नियंत्रण अनुसधान केन्द ICMR-Vector Control Research Centre पुदुच्चेरी / Puducherry 605 006

WITNESS:

Dr. G. KALAI SELVAN DEAN (RESEARCH)

Sri Manakula Yinayagar Medical College & Hospital Kalitheerthalkuppam, Madagadipet, Puducherry-605107.

2.

**ICMR-Vector Control Research Centre** 

TRUE COPY ATTESTED AYAGAR HOSPITAL UPPAM, HERRY-605 107. MEET MADAGADIPET, PUDU



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dean smymch puducherry

: Article 5 Agreement or Memorandum of Agreement

**AGREEMENT** 

(Zero)

**DEAN SMVMCH PUDUCHERRY** 

PROJECT DIRECTOR PACS PUDUCHERRY

: DEAN SMVMCH PUDUCHERRY

(One Hundred only)



# SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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Please write or type below this line

## MEMORANDUM OF UNDERSTANDING

Research study:"An impact assessment of awareness levels on HIV and STIs among college students in Puducherry U.T".

This CONTRACT a (hereinafter called the "Contract") is made on the [05] day of the month of October (Month) 2022(year), between the Pondicherry AIDS Control Society. Herein after shall be called as "Client", of the First Part Sri Manakula Vinayagar Medical College and Hospital Name of the Lead Research Institute/LRI) d (hereinafter called the "LRI") having its office at Puducherry of the Second Part.

TRUE COPY ATTESTED . KAGNE. R.N. e StaDEAN App of Stock

MARARAHITE, POLICE

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL SARKALITHEERTHALKUPPAM, SPITALPUDUCHERRY-605107

Research study: An impact assessment of awareness levels on HIV and STIs among college students in Puducherry U.T.

This CONTRACT a (hereinafter called the "Contract") is made on the [05] day of the month of October (Month)2022 (year), between the Pondicherry AIDS Control Society. hereinafter shall be called as "Client", of the First Part and, M/s Sri Manakula Vinayagar Medical College and Hospital (Name of the Lead Research Institute/LRI)d(hereinafter called the "LRI") having its office at Puducherry of the Second Part.

## WHEREAS

- a) the LRI, having represented to the "Client" that he has the required professional skills. personnel and technical resources, has offered to provide in response to undertake the study:
- b) the "Client" has accepted the offer of the LRI to complete the project on the terms and conditions set forth in this Contract.

# NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract: (a)The General Conditions of Contract;
- The following Appendices:
  - Appendix A: Terms of Reference for Institution/Organization for Research
  - Project details Appendix B:
  - Appendix C: Budget Details
  - Appendix D: Monitoring and reporting
- 2. The mutual rights and obligations of the "Client" and the LRI shall be as set forth in the Contract, in
- (a)the LRIs shall carry out and complete the project in accordance with the provisions of the Contract;
- the "Client" shall bear the responsibility to make payments to the LRI in accordance with the provisions of the Contract.

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM. PUDUCHERRY-605107.

PUDUCHERRY-60510

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by

1. For and on behalf of the 'Client' - State AIDS Control Society (SACS)

Dr S.Chitra Devi

Project Director

Pondicherry AIDS Control society (PACS)

2. Mr.T.Blamurugan.

Assistant Director (M&E).

Pondicherry AIDS Control society (PACS)

PROJECT DIRECTOR

PROJECT DIRECTOR

FOND ONESS AS THE SECURITY OF THE PROJECT OF

Francisco Pt

2. For and on behalf of the LRI:

[Authorized Representative]

[Note: If the LRI consists of more than one entity or if there are one or more than one PRI (s), all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the LRI:

PI: Dr.Subalakshmi Post Graduate Student

Mob:8870086625

Emial: suba331996@gmail.com

S. Sti

5. For and on behalf of each of the Members of the PRI.

Co- PI: Dr Kalaiselvan G Professor and Head Mob: 9843155060

Email: kalaiselvanmd@gmail.com

Co-PI: Dr Reenaa Mohan Assistant Professor

Mob: 8248103618

Email: reenaamohan1406(a.gmail.com

Co-PI: Dr Pravin S Assistant Professor Mob: 6383120633

Email: pravin7feb/a gmail.com

Still Still

Dr. PRAVIN. S, M.D. Regd No 108502 ASSISTANT POOKESSOS

TRUE COPYATTESTED

KAGNE. R.N

DEAN SRI MANAKULA MINAYARAR MEDICAL COLLEGE & HERSEITAL

DICAL COLLEGE & MERSETTAL KALITHEERTHALKYPPANEL PUDUCHERRY-605107. SPITAL AM,

-RAY-605 1

# In presence of

Witnesses (Signature with Full name, designation and contact details)

M. ICRIEHNAMURITHY
Deputy Director (IEE), PACS D. 4. U.S.
S. SETTOU RAMANE
AD (Spon), PACJ (Story) 1)

2)

SRI MANALLE Z VINANGAR MEDICAL GOILLEGE & HOSPITAL KALITHEER THALKUPP, M., MADAGADIPET, PUDUCHERR (605 107.

Date: November 16, 2017

# GLOBAL CLASSROOM PROGRAM AGREEMENT BETWEEN INDIAN UNIVERSITY/CENTER, CITY, INDIA AND

# UNIVERSITY OF SOUTH CAROLINA (USC), DEPARTMENT OF HEALTH SERVICES POLICY AND MANAGEMENT

This professional services agreement (hereinafter "Agreement") is made effective as of the First day of January 2018 by and between the Sri Manakula Vinayagar Medical College and Hospital (SMVMC), Pondicherry, India and the University of South Carolina Department of Health Services Policy and Management, Columbia, SC (hereinafter HSPM) for organizing a Global Classroom program in India on health system strengthening and reforms in India.

#### WITNESSETH

WHEREAS, SMVMC and HSPM desire to enter into an agreement relating to a Study Abroad program for graduate and undergraduate students of USC during Summer semester every year starting from 2018. The exact dates of the India program will vary depending upon the start and end date of Summer semester in a particular year. In 2018, the session will start during one of the three-week summer session with in-country presence of the students for about 12 days. Exact arrival and departure dates will be determined in consultation with all the academic institutions involved.

WHEREAS, SMVMC will develop and will deliver the content on India's Health Care System to USC students, organize two cultural field trips, arrange field visits to private or public hospitals or government public health facility, provide transportation to and from airport on arrival and for departure back to the USA respectively, arrange housing (double occupancy hotel rooms), arrange lunch during the program days, and local transportation for visiting hospitals and to go to the cultural activities, etc.

WHEREAS, HSPM desires to collaborate with SMVMC for the purpose of providing to HSPM specific Study Abroad learning services (hereinafter detailed as "Services") and SMVMC is willing and agrees to perform the requested Services, all under and pursuant to the terms and conditions of this Agreement; and

NOW THEREFORE, SMVMC and HSPM hereby agree as follows:

 DESCRIPTION OF SERVICES. It is agreed that SMVMC will provide professional services to USC HSPM as detailed below.

<u>Program Development</u>: SMVMC agrees to design, organize, and deliver an educational program to be entitled, "Comparative Health Systems: Focus on Health System of India" and will cover historical development of India's health system, organization and funding of the health system and other specific policy issues related to the system. The agreed upon program will be delivered during the study abroad days, including a Saturday. One of the cultural programs can be arranged either on a Saturday or a Sunday.

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MEDICAL COLL TAL MEDICAL COLL TAL MATCHETTAL PRODUCTION TO SE 107. Training and Delivery: Classroom sessions related to theoretical aspects of comparative analysis of health systems and evaluation of health systems of selected countries (USA, Canada, UK, Germany, Korea and Singapore) will be offered by the USC faculty member. This will constitute about 30% of the total class hours. Some of the classroom hours may be offered in Columbia, SC, prior to the arrival of the team in India. SMVMC agrees to organize the remaining class hours/training by identifying faculty members and guest lecturers from India in consultation with the program leader from HSPM, USC. Total classroom contact hours will be about 36 hours, including presentations arranged in hospitals or public health organizations. SMVMC faculty and staff will provide the didactic, liaison, and allied services.

<u>Number of students</u>: SMVMC and USC agree to an enrollment of no more than 16 students. The minimum enrollment needed for the program is nine. The program may be cancelled if the enrollment in the program is less than nine.

Meals and Housing: SMVMC will provide lunch during program days (about \$5 per student per lunch). While the students are in India, SMVMC will book hotel rooms for students (double occupancy) and a separate room for the faculty member. Cost of hotel room should not be more than \$70 (double occupancy) per night with taxes and fees. Breakfast and internet access should be included within the hotel room rate.

<u>Lecture and activities space/facilities</u>: SMVMC will provide lecture room and related facilities as needed on-campus and at field sites as required for the activities to be organized for the global classroom program.

<u>Transportation</u>: SMVMC will organize transportation services back and forth to the Airport and for field visits, cultural excursions, etc.

Fee for Services: HSPM agrees to pay SMVMC the expenses incurred. About a month prior to the scheduled arrival in India, HSPM will pre-pay \$460.00 per student to SMVMC for expenses related to airport transfers, lunch, cultural programs, hotel cost of students (hotel room of faculty member will be paid by the faculty member). For classroom teaching of the course by faculty members from India (which includes payments to faculty members and guest lecturers) including field visits to hospitals and other sites, HSPM will pay SMVMC a lump-sum amount of \$1,400. This amount will also be pre-paid by HSPM to SMVMC about a month prior to the start of the classes in India. The monetary values may be adjusted through an amendment in future years, if needed.

<u>Cancellation policy</u>: In the event of cancellation of the program by USC, the cancellation will be communicated to SMVMC at least one month prior to the start date of the India program. If cancellation happens with less than one month notice and after the pre-payment of funds to SMVMC, SMVMC can deduct the expenses already incurred and refund the balance to USC.

Student Code of Conduct: Students will sign a USC Code of Conduct in addition to the SMVMC Code of Conduct. The codes will include restrictions on alcohol use, taking illicit drugs, or leaving the institution or field trip locations without prior permission from SMVMC coordinator and HSPM faculty. Any student breaking the code may be immediately terminated from the program and sent back to the United States.

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REI MANAR A VINCAGAR MEDICAL LALL DE E PONETCAL KALTIMER PHALKUIPAM, MADAGADIPET, PUDUCHERRI (605 107. Student Over-sight and Supervision: HSPM faculty/staff will be present for the duration of the Global Classroom program. The HSPM faculty will be responsible for supervision of the students. In the event of emergency or unforeseen circumstances that render the HSPM faculty/staff unable provide student oversight, <Person's name in India> of SMVMC will be the contact person and assume charge of student supervision and addressing student concerns.

- TERM. The term of this agreement shall begin on the date of signing by both parties and shall continue through December 31st 2022. It may be renewed by mutual agreement between SMVMC and HSPM.
- INDEPENDENT CONTRACTOR. SMVMC's relationship to HSPM in performing Services under this Agreement is that of an independent contractor.
- 4. REPRESENTATIONS. All Services shall be performed in accordance with sound and generally accepted professional practices and industry standards by professional, Managerial and administrative personnel fully qualified in the respective professional discipline required.
- 5. ALTERNATIVE DISPUTE RESOLUTION. It is mutually agreed that, in lieu of any judicial remedy which may otherwise be available to either party, any and all disputes and controversies of every kind and nature between the parties arising out of or in connection with this Agreement as to its existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, damages or termination must be submitted to final and binding arbitration, pursuant to and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any such dispute arising under this Agreement must be submitted to arbitration by filing and serving upon the other party a written demand for arbitration within ninety (90) days of the date it first learned or should have known of the dispute. The timely submission of a demand for arbitration shall be deemed a condition precedent to proceeding to arbitration. Each party shall bear its own arbitration costs and expenses. The arbitration hearing shall be held in the residing county of the party against whom the demand for arbitration is made. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 6. INSURANCE CERTIFICATE & ADDITIONAL INSURED STATUS. During the term of this Agreement, SMVMC shall maintain and provide proof upon request to USC HSPM of the existence of general commercial liability insurance coverage, together with such further insurance coverages which are satisfactory to USC. USC understands the insurance requirements in India differ from those in the US.
- 7. NONDISCRIMINATION. The parties agree that they will not discriminate because of sex, race, religion, color, or national origin, and will not discriminate on any basis covered under other applicable laws in any area of their operations under this Agreement. Any violation by either party shall constitute a material breach of this Agreement.

TRUE COPY ATTESTED

MEDICAL FOR THE POSPITAL MADAGADIPET, FUDUCHERAY-603 107

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8. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

# If to SMVMC:

ATTN:

Dr. Rajendrakumar N Kagne Deputy Director and Dean, Sri Manakula Vinayagar Medical College and Hospital, Pondicherry, India

Phone Number: 9486748348 Email: dydirector@smvmch.ac.in

# If to University of South Carolina:

ATTN:

M. Mahmud Khan, Ph.D.
Professor and Chair
Department of Health Services Policy and Management
University of South Carolina
Arnold School of Public Health
915 Greene Street, Room 357, Columbia, SC 29208
Ph: +803-777-9928, Fax: +803-777-1627
mkhan@mailbox.sc.edu

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

9. ENTIRE AGREEMENT. This Agreement, including any appended Exhibits or Schedules contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

All Agreements between any or all units of the HSPM department of USC and SMVMC must be channeled and managed through International Programs at USC.

- 10. AMENDMENT. This Agreement may be modified or amended if the modification or amendment is made in writing and is signed by both parties.
- 11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

TRUE COPM ATTESTED

SRIMANA COMPANDAR SPITAL

MADAGADIPET, PUDUCHARRY-605 107.

- 12. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- APPLICABLE LAW. This Agreement shall be governed by the laws of the State of South Carolina.
- 14. ASSIGNMENT. This Agreement shall be binding upon the successors of either party hereto but shall not be assigned by either party without the written consent of both parties, said consent not to be unreasonably withheld or delayed. The provisions of this Agreement are solely for the benefit of and shall be enforceable only by SMVMC and USC and their respective successors and assigns as permitted hereunder.
- 15. FORCE MAJEURE. Neither party shall be held responsible for any delay or failure in the performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, lightning, lockout, riot, explosion, war, strike, embargo, government requirement, civil or military authorities, acts of God or by the public enemy, acts of terrorism, or other causes beyond the reasonable control of such party.
- 16. SIGNATORY AUTHORITY. The individuals signing below on behalf of SMVMC and University of South Carolina are authorized to sign and bind their respective organizations to the terms of this Agreement.

IN WITNESS WHEREOF, SMVMC and University of South Carolina, HSPM Department have authorized their representatives to execute this Agreement on their behalves on the dates indicated below.

For SMVMC: Date:	<del></del>
Ву:	
Name:	Designation:
University of South Carolina, Department of Dated: Dec. 11 , 2017	health Services Policy and Management
By: Mahmud Khan, PhD	Designation: Professor and Chair
FEB 2 0 2018	untagelunn
Date J.	CANTEY HEATH, JR.

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SRI MAR MEDICAL CONTROL KALITHEER HALLUSPAM MADAGABIRD, PUDUCHERA-605 187

# Memorandum and Understanding (MOU)

This Memorandum of Understanding (MoU) is executed at Puducherry on this 17<sup>th</sup> August 2022 by and between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY established by the Government of Puducherry in February 2006 under the provision of the Pondicherry University ACT, 1985 and represented by its Dean, Dr. R. N. KAGNE, hereinafter referred to as "SMVMCH" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the One part; and

SRI MANAKULA VINAYAGAR SCHOOL OF ALLIED HEALTH SCIENCES, PUDUCHERRY, established at Puducherry in July 1999, is one of the permanent institutes of the India which is represented by its Principal, Dr. Gopal. R, hereinafter referred to as "SRI MANAKULA VINAYAGAR SCHOOL OF ALLIED HEALTH SCIENCES" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the Other Part:

WHEREAS SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL (SMVMCH), Being a premier teaching, Quality health research in medical sciences and patient care, has well qualified and professional faculty members SMVMCH with its high teacher student ratio facilities higher education for Under Graduates and Post Graduates leading to Publication, R&D activities and Public Health Services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories workshops and computerized library etc.

BRI MANAAULA VINOYAGAR
MEDICAL COLLEGE 8 NOSPITAL
KALITHEERTHALKUPPAM,
MADAGADIPET, PUDUCHERRY-805 107.

AND WHEREAS both the Institution work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large both SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF ALLIED HEALTH SCIENCES are convinced about the mutual benefit of forging formal linkage to develop collaborate teaching and research programmes in the area of the core competence with special focus on Human Health.

**NOW**, therefore, in consideration of the premises and mutual consents hereinafter contained, the parties hither to agree as follow:

# 1.0. Objectives of the Collaboration

- 1.1 To collaborate and co-operate with each other in order to enhance the quality of Teaching, Research Activities and Training.
- 1.2 To provide for exchange of faculty member/scientist and students to use to the maximum the expertise and facilities available in both institutions through training of students/staff and through exchange of thoughts by brainstorming sessions/seminars/workshops and conferences.
- 1.3 To work jointly for the common research interest at national and international level.
- 1.4 To encourage any other activities that both the institutions agree to be of mutual benefit.
- 1.5 Joint Conferences and Publications

TRUE COPY ATESTED

SRIMANAPULA VINAYAGAR
MEDICAL COLLEGE & HOSPITAL
RALITHEERTHALKUPPAM.
M. DAGADIPET, PUDUCHERRY-605 TOZ.

# 2.0. Confidentiality

- 2.1 Both parties hereunder agree that any information disclosed by one part to the other while carrying out collaborative activities this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.
- 2.2 All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.
- 2.3 To treat in confidence and disclose to any third party any compounds under study, provide access to the compounds information accompanied or related to the compounds, research results and data other than by way of their parents.
- 2.4 This agreement constitutes the understanding between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND SRI MANAKULA VINAYAGAR SCHOOL OF ALLIED HEALTH SCIENCES supersedes all prior discussion / agreement with respect to this matter and may be modified only with the concurrence of both the parties.

## 3.0. Financial Commitment

3.1 This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, excepts as may be provided in activity – specific agreement (s) that may be entered into subsequently.

BRI MAN COLLAN MEDICAL COLLEGA & HOSPITAL RAUTHEERTHALKUPPAM.
MADABABIPET, PUDUCHERRY-805 107.

### 4.0 Term and Termination

- 4.1 This Memorandum of Understanding will be in force for a period of FIVE (5) years from the date of signing of the same and thereafter may be renewed for further period subject to such other terms and conditions as may be mutually agreed upon.
- 4.2 Notwithstanding sub-clause 4.0., this MoU may be terminated by either party by issuing a one month notice in writing to the other party prior to the desired termination date. However, both parties agreed that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of the termination.
- 4.3 That in case of any dispute, efforts to be made to resolve it through conciliation failing which it will referred to a self-arbitrator appointed by the Dean of Sri Manakula Vinayagar Medical College and Hospital, the venue may be at Puducherry, or the Principal, SRI MANAKULA VINAYAGAR SCHOOL OF ALLIED HEALTH SCIENCES, Puducherry (UT).
- 4.4 The term of the agreement will commence from the effective date. All unforeseen events / developments will be resolved by discussions and mutual agreements whereby both parties are equally benefited. Termination of this agreement can be made by either party by intimation to the other. Upon termination, either party upon request to the other will destroy any unused compounds, information and unpublished data and results.

### 5.0. Intellectual property rights

5.1 Information of research results and scientific material (reports, article, and books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by SMVMCH during the course of this agreement shall be owned by SMVMCH. All intellectual property solely conceived and/or developed by SRI MANAKULA

TRUE COPY ATTESTED

BRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, MADAGADIPET, PUDUCHERRY-605 100 VINAYAGAR SCHOOL OF ALLIED HEALTH SCIENCES during the course of this agreement shall be owned by SRI MANAKULA VINAYAGAR SCHOOL OF ALLIED HEALTH SCIENCES. Intellectual property jointly conceived and/or developed by SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF ALLIED HEALTH SCIENCES will be jointly owned by SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF ALLIED HEALTH SCIENCES.

5.2 Each property may use such property for research and scholarly purposes with prior information to the other party and with their consent. SMVMCH and SRI MANAKULA VINAYAGAR SCHOOL OF ALLIED HEALTH SCIENCES agree to collaborate towards the protection, if appropriate and application of such intellectual property for commercial for other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

### 6.0. Research Publications

6.1 Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties based on their respective contributions, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the sponsorship of corresponding funding agencies.

### 7.0. Notices

7.1 All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail addressed to the Registrar, Sri Manakula Vinayagar Medical College and Hospital at its office in Puducherry and delivered at or posted by registered mail addressed to the "The Principal, SRI MANAKULA VINAYAGAR SCHOOL OF

BRI MANA QUE A NI MAYAGAR
MEDICAL COLLEGE 8 HOSPITAL
KALITHEE THALKUPAAM,
MADAGADIPET, PUDUCHERRY-605 107.

**ALLIED HEALTH SCIENCES**" at its registered office at Madagadipet Puducherry – 605 107.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED THIS MOU ON THE DATE SET FORTH ABOVE.

Dr. R. N KAGNE

Dean

Sri Manakula Vinayagar

Medical College and Hospital,

Puducherry - 605 107

Dr. KAGNE. R.N

DEAN

SRI MANAKULA VINAYAGAR
ME -- CAL COLLEGE & HOSPITAL
KALITHEERTHALKUPPAM,
PUDUCHERRY-605107.

WITNESS:

1. G.R.Se

Mus

Dr. Gopal. R

Dean

Sri Manakula Vinayagar School Of Allied

**Health Sciences** 

Puducherry - 605 107.

Dr. R. GOPAL
DEAN
School of Allied Health Sciences
Sri Manakula Vinayagar Engineering College
(An Autonomous Institute)
Madagazinat Purkucharu-805107.

2. (Regan Tabu

TRUE COPY ATTESTED

MEDICAL COLLEGE SCHOSPITAL
MEDICAL COLLEGE SCHOSPITAL
MALLIHGERTHALKUPPAM,
MADAGADIPET, PUDUGHERRY-605 107

### Memorandum and Understanding (MOU)

This Memorandum of Understanding (MoU) is executed at Puducherry on this 17th August 2017 by and between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY established by the Government of Puducherry in February 2006 under the provision of the Pondicherry University ACT, 1985 and represented by its Dean, Dr. R. N. KAGNE, hereinafter referred to as "SMVMCH" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the One part; and

SRI MANAKULA VINAYAGAR NURSING COLLEGE, PUDUCHERRY, established at Puducherry in July 2007, is one of the permanent institutes of the India which is represented by its Principal, Dr. G. Muthamilselvi, hereinafter referred to as "SMVNC" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the Other Part:

WHEREAS SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL (SMVMCH), Being a premier teaching, Quality health research in medical sciences and patient care, has well qualified and professional faculty members SMVMCH with its high teacher student ratio facilities higher education for Under Graduates and Post Graduates leading to Publication, R&D activities and Public Health Services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories workshops and computerized library etc.

TRUE COPY ATTESTED

SRI MANAKULA VINAYAGAR
MEDICAL COLLEGE & HOSPITAL
KALITHEERTHALKUPPAM,
KALITHEERTHALKUPPAM,
MADAGADIPET, PUDUCHERRY-605 107.

AND WHEREAS both the Institution work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large both SMVMCH and SMVNC are convinced about the mutual benefit of forging formal linkage to develop collaborate teaching and research programmes in the area of the core competence with special focus on Human Health.

**NOW**, therefore, in consideration of the premises and mutual consents hereinafter contained, the parties hither to agree as follow:

### 1.0. Objectives of the Collaboration

- 1.1 To collaborate and co-operate with each other in order to enhance the quality of Teaching, Research Activities and Training.
- 1.2 To provide for exchange of faculty member/scientist and students to use to the maximum the expertise and facilities available in both institutions through training of students/staff and through exchange of thoughts by brainstorming sessions/seminars/workshops and conferences.
- 1.3 To work jointly for the common research interest at national and international level.
- 1.4 To encourage any other activities that both the institutions agree to be of mutual benefit.
- 1.5 Joint Conferences and Publications

TRUE COPY ATTESTED

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE 8 HOSPITAL KALITHEERTHALKUPPAM, MADAGADIPET, PUDUCHERRY 605 107.

### 2.0. Confidentiality

- 2.1 Both parties hereunder agree that any information disclosed by one part to the other while carrying out collaborative activities this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.
- 2.2 All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.
- 2.3 To treat in confidence and disclose to any third party any compounds under study, provide access to the compounds information accompanied or related to the compounds, research results and data other than by way of their parents.
- 2.4 This agreement constitutes the understanding between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND SRI MANAKULA VINAYAGAR NURSING COLLEGE supersedes all prior discussion / agreement with respect to this matter and may be modified only with the concurrence of both the parties.

### 3.0. Financial Commitment

3.1 This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, excepts as may be provided in activity – specific agreement (s) that may be entered into subsequently.

DEAN BRI MANAKULA VINIYAGAR MEDICAL COLLEGE & ROSPITAL BALITHEERTHALKURPAM, MAGAGADIPET, PUDUCHERY-605 107,

### 4.0 Term and Termination

- 4.1 This Memorandum of Understanding will be in force for a period of FIVE (5) years from the date of signing of the same and thereafter may be renewed for further period subject to such other terms and conditions as may be mutually agreed upon.
- 4.2 Notwithstanding sub-clause 4.0., this MoU may be terminated by either party by issuing a one month notice in writing to the other party prior to the desired termination date. However, both parties agreed that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of the termination.
- 4.3 That in case of any dispute, efforts to be made to resolve it through conciliation failing which it will referred to a self-arbitrator appointed by the Dean of Sri Manakula Vinayagar Medical College and Hospital, the venue may be at Puducherry, or the Principal, SRI MANAKULA VINAYAGAR NURSING COLLEGE, Puducherry (UT).
- 4.4 The term of the agreement will commence from the effective date. All unforeseen events / developments will be resolved by discussions and mutual agreements whereby both parties are equally benefited. Termination of this agreement can be made by either party by intimation to the other. Upon termination, either party upon request to the other will destroy any unused compounds, information and unpublished data and results.

### 5.0. Intellectual property rights

5.1 Information of research results and scientific material (reports, article, and books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by SMVMCH during the course of this agreement shall be owned by SMVMCH. All intellectual property solely conceived and/or developed by SRI MANAKULA

TRUE COPY ATTESTED

SEI MÁNAKULA VINÁYAGAR
MEDICAL COLLEGE & HOSPITAL
KALITHEERTHALKUPPAM,
MADAGADIPEL, PUBBICHERRY-605 107.

VINAYAGAR NURSING COLLEGE during the course of this agreement shall be owned by SRI MANAKULA VINAYAGAR NURSING COLLEGE. Intellectual property jointly conceived and/or developed by SMVMCH and SRI MANAKULA VINAYAGAR NURSING COLLEGE will be jointly owned by SMVMCH and SRI MANAKULA VINAYAGAR NURSING COLLEGE.

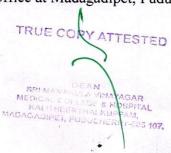
5.2 Each property may use such property for research and scholarly purposes with prior information to the other party and with their consent. SMVMCH and SMVNC agree to collaborate towards the protection, if appropriate and application of such intellectual property for commercial for other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

### 6.0. Research Publications

6.1 Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties based on their respective contributions, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the sponsorship of corresponding funding agencies.

### 7.0. Notices

7.1 All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail addressed to the Registrar, Sri Manakula Vinayagar Medical College and Hospital at its office in Puducherry and delivered at or posted by registered mail addressed to the "The Principal, SRI MANAKULA VINAYAGAR NURSING COLLEGE" at its registered office at Madagadipet, Puducherry – 605 107.



# IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED THIS MOU ON THE DATE SET FORTH ABOVE.

Dr. R. N KAGNE

Dean

Sri Manakula Vinayagar

Medical College and Hospital,

Puducherry - 605 107

Dr. KAGNE. R.N
DEAN
SRI MANAKULA VINAYAGAR

MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, PUDUCHERRY-605107. 8. No n

Principal

SRI MANAKULA

VINAYAGAR

NURSING COLLEGE

Puducherry - 605 107.

PRINCIPAL
SRI MANAKULA VINAYAGAR
NURSING COLLEGE
KALITHEERTHALKUPPAM,
PUDUCHERRY-605107.

WITNESS:

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SRI MANAKULA VINAYAGAR MEDICAL COLLEGE A HOSDITAL KALITHEERTHALKUPPAMA MADAGADIPET, PUDUCHERRY-503-107



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SRI MANAKULA VINAYAGAR MEDICAL COLLEGE ANDHOSPITAL

Article 5 Agreement or Memorandum of Agreement

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SRI MANAKULA VINAYAGAR MEDICAL COLLEGE ANDHOSPITAL

ARAVIND EYE HOSPITAL

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE ANDHOSPITAL

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MEMORANDUM OF UNDERSTANDING BETWEEN

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL

Please write or type below this line

ARAVIND EYE HOSPITAL AND POSTGRADUATE INSTITUTE OF OPTHALMOLOGY

R Venuerum

Dr. K.KARTHIKEYAN, M.D. DEAN (ACADEMIC)

Sti Manakula Ninayagar Medical College and Hospital

Kalitheerthalkuppam, Madaoadiper

Regd. No: 34734 Professor & HOD Department of Ophthalmolor

sia Manakula Vineyager Medical College & The Public Company of De Disa On the Script cale and as of a www.shamaning. Company of the Compa Dr. R. VENKATESH, D.O., Dip., NB., Chief Medical Officer, ARAVIND EYE HOSP

ATTESTED

MEDICA: GOLLEGE & HOSPA KALTHEERTPALKUPPAM MADAGADIPET, PUBLICHERRY-605 107.

This Memorandum of Understanding ("MoU") is entered into on this 1st day of December, 2022 by and between:

Department of Ophthalmology, Sri Manakula Vinayagar Medical College and Hospital (SMVMCH), Madagadipet, Kalitheerthalkuppam, Puduchery, 605107, represented by Head of the Department of Ophthalmology, Prof. Dr. P. Nallamuthu and Dean (Academic) Prof. K. Karthikeyan

#### AND

Aravind Eye Hospital and Postgraduate Institute of Ophthalmology, Cuddalore Main Road, Thavalakuppam, Puducherry 605007, represented by its Chief Medical Officer Dr. Venkatesh.

Hereinafter SMVMCH and Aravind Eye hospital are referred to individually as a "party" and collectively as "parties".

### WHEREAS

- A. Department of Ophthalmology, SMVMCH is providing eye care services and cost-free services also to the people living in and around Villupuram, Puducherry and neighbouring districts.
- B. Aravind Eye Hospital and Postgraduate Institute of Ophthalmology is providing eye care service to the people in and around Puducherry and neighbouring districts. It also conducts postgraduate programmes offered by National Board of Examinations. It is also organising eye screening camps through community outreach activities with the support provided by NPCB.
- C. The parties have decided to permit post graduate students of Department of Ophthalmology, SMVMCH to undergo observership in Aravind Eye Hospital, Puducherry for a period of four weeks during the months October, November, December, and February.

D. NOW, THEREFORE, the parties hereby admit the terms of their understanding Astres follows:

> Dr. P.NA AMUTHU. MS.D.O. Regd. No: 34734 Professor & HOD

Department of Ophthalmology Sir Manakula Vinayagur Medical College & Malitheerthalkuppam, Madanadiset, Puducher

DY. R. VENKATES W. 90 DE THAL KUPPAM, Chief Medical Officer, ARAVIND EYE HOSPITAL,

Thavalakuppam, Pondicherry-605 007.

MEDICAL COLLEGE & HOSPITAL

### 1. Purpose

The purpose of the MoU is to expose the postgraduates to different treatment methodology followed in Aravind Eye Hospital, along with the routine followed in SMVMCH.

### Responsibilities of the parties:

- a. Department of Ophthalmology, SMVMCH shall prepare a schedule for the students sent for observership every year in advance and will intimate the same to AEH, through proper channel and get their approval. The students will be instructed to follow the rules and regulations of AEH during their posting.
- b. Aravind Eye Hospital, Puducherry is required to arrange and involve the students for sufficient exposure in all sub-specialities, and to issue observership certificate on the completion of the programme.

#### 2. Terms of MoU:

- a. This MoU is duly authorized by the authorized representatives of the parties and governing bodies of the parties.
- b. This MoU shall be effective from the execution date and shall remain in full force and effect for a period of <u>three vears</u> ("term"). The term of the MoU may be mutually extended by the parties. In the absence of mutual consent by the authorized representatives, this MoU shall end on the expiry of the term.
- c. Either party may terminate this MoU at any time by giving the other party, a notice of at least 30 (thirty) calendar days in writing, and such notice shall be delivered by hand, to official email address or by certified post.
- Amendment: This MoU may only be amended or modified by mutual agreement of both parties in writing.
- Confidentiality: The parties recognise that some sensitive personal information may be exchanged under this MoU. The information collected, shared, or recorded by both parties should be kept confidential.

Dr. P.NALLAMUTHU, R.S.D.O.,

Regd. No: 34734 Professor & HOD Department of Ophthalmoloc Dr. R. VENKATESH, D.O., Dip. NB.,
Chief Medicar Officer I NAYAGAR
ARAVIND EYE HOS BOTTON THAT KUNDEN,
Pondicherry-605 00 Pro-Chierry-605 107.

### 5. Dispute resolution:

- a. Any dispute shall be settled amicably through mutual consultation or negotiations between the parties, without reference to any third party, failing which the dispute shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 in force on the date on which the notice of arbitration is submitted in accordance with these applicable rules. The number of arbitrators shall be one, as may be mutually appointed by the disputing parties, the seat of the arbitration shall be Puducherry, India and the arbitral proceedings shall be conducted in English.
- b. Governing law and jurisdiction: This MoU and any matter relating to this MoU shall be governed by and construed in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts at Puducherry.

IN WITNESS WHEREOF, the parties have caused their duly authorised representatives to sign this MOU on the date first above written.

[Name and title]

Dr. K.KARTHIKEYAN, M.D.,

DEAN (ACADEMIC)
Sri Manakula Vinayagar Medical College and Hospital
[Date] Kalitheerthalkupparri, Madagadipet,
Puducherry - 605 107

01.12.22

Seal

[Name and title]

Everen

Dr. R. VENKATESH, D.O., Dip., NB., Chief Medical Officer, ARAVIND EYE HOSPITAL, Thavalakuppam, [Date ondicherry-605 007.

01.12.2022

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Dr. P.NALLAMUTHU, MS.D.O., Regd. No: 34734 Professor & HOD

Department of Ophthalmology Sir Hanakula Vinayeger Redical College & Hos Val Kalitheerthalkuppam, Hadagadipet, Puducherry-Supris. Dinamala. D. . 01/12/2022

TRUE COPY ATTESTED

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BRI MANAKULA YINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, MADAGADIPET, PUDUCHERRY-605 107.



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Article 5 Agreement or Memorandum of Agreement

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SRI MANAKULAVINAYAGAR MEDICAL COLLEGE AND HOSPITAL

MANAKULA VINAYAGAR INSTITUTE OF TECHNOLOGY

SRI MANAKULAVINAYAGAR MEDICAL COLLEGE AND HOSPITAL

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TO BE VERIFIED BY THE RECIPIENT

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### MEMORANDUM OF UNDERSTANDING

AGREEMENT REACHED BETWEEN SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND MANAKULA VINAYAGAR INSTITUTE OF TECHNOLOGY

This Deed of Agreement is executed at Pondicherry on this the 3<sup>rd</sup> day of December 2020

ATTESTED

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enticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding & HO.

MADAGADIPET, PUDUCHERRY-605 VOZ.

Sri Manakula Vinayagar Medical College and Hospital having its registered office at Kalitheerthalkuppam, Madagadipet, Puducherry – 605 107 (hereinafter referred to as "SMVMCH") being represented by the Dean, Dr. R. N. Kagne herein after called as the Party on the one part which expression shall, unless repugnant to the contexts and meaning thereof and includes their respective successors, Legal Representatives, Executors, Administrators and Assigness.

### AND

Manakula Vinayagar Institute of Technology having its registered office at Kalitheerthalkuppam, Madagadipet, Puducherry – 605 107 (herein after called MVIT) being represented by the Principal Dr. S. Malarkkan herein after called as the Party on the second part which expression shall, unless repugnant to the contexts and meaning thereof and includes their respective successors, Legal Representatives, Executors, Administrators and Assignees.

SMVMCH and MVIT shall herein wherever the contexts may so require, be individually referred to as a Party and collectively as Parties.

WHEREAS, SMVMCH and MVIT are interested in conducting inter-disciplinary research projects between faculty / students of the SMVMCH and the faculty / students of the MVIT.

### 1. OBJECTIVES OF THE AGREEMENT:

SMVMCH and MVIT hereby agree to look into areas of mutual interest for development of medical equipment / products which can be registered for Patent with Government of India and Start-ups for mutual benefit of both the students and faculty of both parties. It is envisioned that the cooperation will be on mutually agreed basis for each envisaged input / idea for any joint project between the two Parties. The MOU's will deal with the scope of services to deliver.

### 2. WORKING ARRANGEMENTS

- A. In order to progress opportunities for mutual cooperation, it is agreed that project faculty from SMVMCH will be team leader and a team of three to five faculty / students from MVIT will be working with the team leader to develop the envisaged Medical Equipment / Product Technology.
- B. Specific details of any activity or project under this agreement will be set forth in separate Joined Project Proposals or Agreements.
- C. The duration of each project will be a minimum of one month to a maximum of three months from the date of commencement of the project and may be extendable by regular meetings of both the teams of SMVMCH and MVIT.
- D. Both SMVMCH and MVIT will finalize the details of the payments with respect to the development of medical equipment / product technology and it is agreed that, where required, detailed terms and conditions will be prepared by way of separate agreements for each individual projects as and when finalized.
- E. Specific teams at differenct levels will be formed at each of the Institutions for implemenation of the program and for coordination.

  TRUE COPY ATTESTED

DEAN
SRI MANAKULA VINAYAGAR
MEDICAL COLLEGE & HOSPITAL
KALITHERTHAL KUPPAM,
MADAGADIPET, PUDUCHERRY-605 107.

- F. In case of development of a Medical Equipment / Product which is registered for Patent with the Government of India, the applicant will be the first inventor / SMVMCH and the first inventor will be the faculty / Student from SMVMCH involved in the project. The modern the first inventor will be the faculty / Student from SMVMCH involved in the project. in the project. The other active members (faculty or students) from MVIT will be added as co-inventors depending on their contribution towards the project and the final decision of applicants will be taken by SMVMCH IPR committee.
- G. The cost involved in registering the Patent with Government of India will be taken care by SMVMCH.
- H. Subsequent marketing of the Patent product through a Licensor Agreement will be done by SMVMCH and MVIT, will be kept informed. The modalities will be discussed for each Patent.
- This agreement will come into force on the date of its signature by both the parties and will be valid for a period of five years from that date. Both parties agree to review this Agreement after five years following the date of signing, and acknowledge that this agreement is subject to revision and termination at any time by three months notice by either party.

Witness 1:

Dr. KAGNE. R.N

DEAN

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, PUDUCHERRY-605107.

Witness 2:

Dr. S. MALARKKAN, Ph.D., Principal ... Manakula Vinayagar Institute of Technology Madagadipet, Puducherry - 605 107.



03.12.20 PROFESSOR & HOD

PHYSIOLOGY SRI MAHAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHAL KUPPAM

PONDICHEERY - 605 107

Dr. R. VALLI

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### SERVICE AGREEMENT

This Service Agreement is entered in to at Chennai on this the 01<sup>st</sup> day of November 2020.

### BETWEEN

ANDERSON DIAGNOSTIC SERVICES PVT LTD, No 150, Poonamallee High Road, (Opp: Dasaprakash Hotel), CHENNAI- 600084, an NABL accredited lab (Reg No: N-0535) represented by its J.SIVARAMAN (Head Operations), hereinafter referred to as Party of the First Part.

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CHAIRMAN AND MANAGING DIRECTOR Sri Manakula Vinayagar Medical College and Fissing D Kalitheerthalkuppam, Puducheny - 605 107.

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DEAN
SRI MANAKULA MINAYAGAR
MEDICAL COLLEGE & HO-PITAL
KALITHEERTHAL KUPPAN,
MADAGADIPET, PUDUCHERRY-605 107.

**Sri MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL**, Kalitheerthalkuppam, Puducherry – 605107. Represented by Shri M. Dhanasekaran Chairman & Managing Director Here in after called the Party of the Second Part.

The terms Party of the First Part and Party of the Second Part shall mean and include unless repugnant to the context their respective officers, Administrators and Assigns.

WHEREAS the Party of the First Part is engaged in providing clinical diagnostic services from 1st November 2020 To 31st October 2021 for the period of 1 year.

WHEREAS the Party of the Second Part is engaged in providing medical care to its patients in the medical field and also operating clinical laboratories at its place last 15 years

WHEREAS the Party of the Second Part wishes to engage the Party of the First Part to provide clinical diagnostic services and lab services upon the terms and conditions set forth in this agreement and the Party of the First Part has also agreed for the same.

In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

### 1. Terms of Agreement

The terms of this agreement shall commence on the Effective Date and shall continue for a period of ONE year, subject to early termination if any. The terms of this agreement may be extended for further periods as per the mutual agreement of both the parties.

### 2. Services

Upon the request of the Party of the Second Part, the Party of the First Part shall provide to the Party of the Second Part clinical diagnostic services.

### 3. Processing Requirements:

3.1 The Party of the First Part shall provide the services of collecting the sample and transporting the same from the Party of the Second Part. The Party of the First Part shall facilitate the pick-up of specimen and delivery of reports from the Party of the Setport Party and result contract with multiple courier services to perform this assignment.

CHAIRMAN AND MENTING DIRECTOR SPITAL MADAGADIPET, PUDUCHERRY-405 107.

- 3.2 The Party of the First Part shall conduct diagnostic test and study of the samples provided by the Party of the Second Part and prepare report regarding the same in the name of the patient and hand over the reports to the Party of the Second Part.
- 3.3 Critical Reports: The Party of the First Part shall communicate all 'critical reports' by phone to the Party of the Second Part, by 'contacting the designated representative of the Party of the Second Part. However, the Party of the Second Part shall endeavour to keep abreast of the critical tests out of its own accord.
- 3.4 Samples which are rejected because of various reasons, including but not limited to, packing, collection methods etc shall be intimated to the Party of the Second Part and the Party of the Second Part shall endeavour to provide fresh samples at its own costs.
- 3.5 The Party of the First Part shall maintain required licenses, permits and approvals as mandated under law and shall adhere to Good Laboratory Practice norms.

### 4. Submission of Reports and Test Results

The Party of the First Part shall use its best efforts to ensure its turnaround time for delivering laboratory test results to Party of the Second Part as mentioned in the Annexure The entire results and records shall be sent by the Party of the First Part in digital format only.

#### 5. Processing Charges

- 5.1 The Party of the First part shall provide the diagnostic services to the Party of the second Part in accordance with the Pricing Schedule attached as Annexure. These charges are exclusive of any pre-processing requirements as outline in clause 3 supra
- The Party of the First Part shall raise an invoice on the Party of the Second Part for the test processing charges at the end of every month for all the tests performed during that month in respect of samples sent by the Party of the Second Part. The Party of the Second Part shall pay the invoice in full after appropriate tax deductions at source (if applicable) through cheque only, within a period of 30 days from the date of the bill. No tests or service will be priced or offered below the fair TRUE COPY ATTESTED

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CHAIRMAN AND MANAGING DIRECTOREAN
Son Manakula Vinayagar Medical Comperant Hospitalege & Hospital
Kalitheerthalkuppam, Pudwobary Abrell, Puducherry 605 107.

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- 5.3 Under no circumstances the Party of the First Part shall accept the payment in CASH and payments shall be made through banking channels only i.e. Cheque/Demand Draft/RTGS/NEFT. In case of cheques which are returned unpaid (bounced cheque), payment shall have to be made by demand draft only within 3 working days from the date of intimation to the Party of the Second Part.
- The Party of the Second Part shall raise bill on the Party of the First Part and receive the amount for diagnostic charges as mentioned in annexure The Party of the First Part shall not be liable or responsible for any charges that may be billed by the Party of the Second Part on its patients/third parties.
- 5.5 The Party of the Second Part agrees to indemnify, defend and hold the Party of the First Part, from any claim, liability, loss, suit, damages, cost or expense to the extent arising out of or attributable to the negligence, breach of this agreement or wilful misconduct by the Party of the Second Part relating to this agreement including but not limited to any third party claim, billing claims brought and any claim brought against the Party of the First Part based upon, arising out of or attributable to Party of the Second Part for collecting the samples, preprocessing and other matters relating to the same.
- The Party of the First Part agrees to indemnify, defend and hold the Party of the second Part, from any claim, liability, loss, suit, damages, cost or expense to the extent arising out of or attributable to the negligence, breach of this agreement or wilful misconduct by the Party of the First Part relating to this agreement including but not limited to any third party claim, billing claims brought and any claim brought against the Party of the Second Part based upon, arising out of or attributable to Party of the First Part for transfer, processing of the samples and other matters relating to the same under clause 4.

## 6. Patient Confidentiality and intellectual property rights

Sharing of the intellectual property of the Party of the First Part or price list or any other components as referred to in this agreement is strictly prohibited. Any violation of the same sharp attract measures, including termination.

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SRI MANAGULA VINANGAR
CHAIRMAN AND MANAGMEDISTRECTOR DE S ECOPITAL
Sri Manakula Vinayagar Media Rokaguant Hoppida Ucherry 605 107.
Kalitheerhaikuppam, Puducherry 605 107.

ATTESTED

6.2 Both Parties agree that confidentiality regarding the patient's identity and the diagnosis shall be strictly maintained and not divulged to any third party.

### 7. Regulatory Compliance

Each party represents and warrants that in the performance of its obligations under this agreement, it will comply with all applicable law, rules or regulations. Failure by either party to comply with any applicable law as required shall be considered as a material breach of this agreement. In the event of a determination that this agreement is not in compliance with any applicable law, then the parties shall negotiate in good faith to bring this agreement into compliance.

### 8. Termination of the MOU: -

- 8.1 Either Party may terminate this agreement by giving one month notice in writing. However, both parties shall continue to honour the agreement during the notice period.
- 8.2 If any of the parties violates any of the terms and conditions of this agreement, the other party shall first intimate the defaulting party to rectify the same within two weeks from the date of intimation. But even thereafter if the same is not rectified, the other party can terminate the agreement with immediate effect by writing a letter to other party.
- 8.3 This MOU shall be terminated in case of insolvency or bankruptcy of either party.
- 8.4 This agreement can be terminated at any time on agreement between both the parties.

### 9. Radiology Services

- 9.1 The radiology services also be provided by the first and the second will refer its patient to the first to get imaging.
- 9.2 The first will provide transportation for transporting the patient from the hospital to diagnostic centre at free of cost.
- 9.3 The radiology reports will be despatched by first to the premises of second. The TAT will be maintained.
- 9.4 The critical alert reports will be communicated to the second part immediately.

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CHAIRMAN AND MANAGING DIRECTOR
Sin Manakula Vinayagar Medical College and Hospital
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BEAN SRI MANAKULA VINAYADAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHAL KURPAM, MADAGADIPET, PUDUCHERKY-605 107.

9.5 The payment will be collected directly from the patient or the credit bill will be raised by first to the second.

### 10 Miscellaneous

- 10.2 The Party of the Second Part shall not assign any of its rights or obligation under this agreement to any other person/ s without the written consent of the Party of the First Part.
- 10.3 That this Agreement relates only to the activities submitted hereunder and shall not restrict either of the party from carrying on its normal activities or such other activities undertaken by the parties, independently. Subject to the terms of this Agreement, nothing contained herein shall preclude either party from its normal effort in connection with its activities.
- 10.4 That neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other except to the extent provided herein.
- 10.5 The Party of the First Part will communicate all relevant details directly to the Party of the Second Part upon introduction of new diagnostic tests. The Sales and scientific team of the Party of the First Part would also help the Party of the Second Part with the relevant specimen requirement, charges, turnaround times, etc.
- 10.6 Nothing contained in this agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties. Neither party is an agent of the other, and neither party has any authority whatsoever to bind the other party, by contract or otherwise.

In witness whereof, the parties on the first part and the second part have affixed their signatures herein the presence of the following witnesses.

IN THE PRESENCE OF (WITNESSES):

H

1.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

CHAIRMAN AND MANAGING DIRECTOR Sri Manakula Vinayagar Medical College and Hospital Kalitheerthalkupparn, Puducherry - 605 107.

2. TRUE COPY ATTESTED

BRI MANAGUL MINAYAGAR MELICA POLECO & HOSPITAL KALTHERTHAN SUPPAM, MADAGADIPET, PUDUCHERRY-605 107.



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5	BCL-6	EP 278	Pathnsitu	1000	1500	
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7	Beta-catenin	EP 35	Pathnsitu	1000	1500	
8	SALL-4	EP 279	Pathnsitu	1000	1500	
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10	Calcitonin	EP 92	Pathnsitu	1000	1500	
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14	4 CD138	EP 201	Pathnsitu	1000	1500	
1	5 CD15	EP 273	Pathnsitu	1000	1500	
1	6 CD1a	EP 80	Pathnsitu	1000	1500	
1	7 CD20	L 26	Pathnsitu	1000	1500	
1	8 CD23	EP 75	Bio SB	1000	1500	
1	9 CD3	Pody colonal	Pathnsitu	1000	1500	
2	0 CD30	Ber H2	Pathnsitu	1000	1500	
2	1 CD31	EP 78	Pathnsitu	1000	1500	
2	22 CD34	Q Bend 19	Pathnsitu	1000	1500	
7	23 CD4	EP 24/0	Bio SB	1000	1500	
	24 CD45LCA	PD7 / 28	Pathnsitu	1000		
	25 CD5	EP 77	Pathnsitu	1000	1500	
	26 CD56	123 C3	Pathnsitu	1000	1500	
	27 CD68	BSB - 8	Bio SB	1000		
	28 CD8	C8 / 144 B	Bio SB	1000	1500	
	29 CD99	EP 8	Pathnsitu	1000		
	30 CDX2	EP 25	Pathnsitu	TRUE 60	YATTES	

DEAN BRI MANAULA VINAYAGAR MEDICAL COLLEGE 8 HOSPITAL KALITHERITHAL KUPPAM, MADAGADIPET, PUDUCHERRY-505 107.



S.No.	ANTIBODY	CLONE	COMPANY	B2B	Service Rate
	CEA (Monocional)	COL - 1	Pathnsitu	÷ 1000	150
32	chromograninA	Polyconal	Pathnsitu	1000	1500
33	Cyclin D1	EP12	Pathnsitu	1000	1500
34	Cytokeratin 20	EP 23	Pathnsitu	1000	1500
35	Cytokeratin 5\6	EP 24 / EP 67	Pathnsitu	1000	
36	Cytokeratin 7	EP 16	Pathnsitu		1500
37	Cytokeratin 19	BSB - 97	Bio SB	1000	1500
38	CD43	MT 1	Bio SB	1000	1500
39	Desmin	GM 007	Pathnsitu	1000	1500
40	DOG-1	EP 332	Pathnsitu	1000	1500
	EBV	CSI – 4		1000	1500
			Bio SB	1000	1500
	ЕМА	E 29	Pathnsitu	1000	1500
	Factor x111a	EP 292	Bio SB	1000	1500
44	GFAP	EP 13	Bio SB	1000	1500
45	HBME1	Mesothelial cell	Bio SB		
46	Hep par 1	1 – PCJ 1 E5	Pathnsitu	1000	1500
47	НМВ45	Limp B 45	Pathnsitu	1000	1500
48	Inhibin	Alpha	Pathnsitu	1000	1500
49	kappa Ig light chain	EP 171	Pathnsitu	1000	,1500
50	KI67	GM 001	Pathnsitu	1000	1500
51	Lambda Ig light	EP 172	Pathnsitu	1000	1500
	MUC-2	EP 187		1000	1500
			Pathnsitu	1000	1500
	МРО	Myeloperoxidase polyclonal	Bio SB	1000	1500
	MYO D1	EP 212	Bio SB	1000	1500
55	MUM1	EP 190	Bio SB	1000	1500
56	Myogenin	MGM 185 - FSO	Pathnsitu	1	
57	Oct-3/4	EP 143	Pathnsitu	1000	1500
58	P53	BP 58 - 12	Bio SB	1000	1500
59	P63	4 A4	Pathnsitu	1000	1500
60	Pan-cytokeratin plus	AE1 / AE3	Pathnsitu	1000	1500
				1000	1500





S.No.	ANTIBODY	CLONE	COMPANY	B2B	Service Rate
61	PAX-5	EP 156	Pathnsitu	. 1000	1500
62	P57	EP 10	Bio SB	1000	1500
63	PLAP	EP 294	Pathnsitu	1000	1500
64	PSA	EP 109	Pathnsitu	1000	1500
65	S-100	EP 32	Pathnsitu	1000	1500
66	SMA	EP 188	Pathnsitu	1000	1500
67	Synoptophysin	GR 007	Pathnsitu	1000	1500
68	TdT	EP 266	Pathnsitu	1000	1500
69	TTF-1	EP 229	Pathnsitu	1000	1500
70	Uroplakin	EP 321	Bio SB	1000	1500
71	Vimentin	V 9	Bio SB	1000	1500
72	WT-1	EP 122	Pathnsitu	1000	1500
73	ER	SP 1	Ventana	1000	150
74	PR	AE 2	Ventana	1000	150
75	HER2NEU	4 B5	Ventana	1000	1500
76	MAMMAGLOBIN	EP 249	Bio SB	1000	150
77	TLE-1	IF 5	Bio SB	1000	1500
78	ERG	EP 111	Bio SB	1000	1500
79	MUC5AC	CLH 2	Bio SB	1000	1500
80	ACTIN-1A4	IA 4	Pathnsitu	1000	150
81	GALECTIN-3	9 C 4	Bio SB	1000	150
82	GCDFP-15	EP 95	Bio SB	1000	150
83	GLYPICAN-3	IG 12	Bio SB	1000	150
84	NSE	BSB - 94	Bio SB	1000	150
85	HCG	BSB - 38	Bio SB	1000	150
86	CD794A	JCB 117	Bio SB	1000	150
87	AMACR	P5 045	Pathnsitu	1000	150
88	SATB2	EP 281	Pathnsitu	1000	150
89	E-CADHERIN	EP 6	Pathnsitu	1000	AT 50
90	P40	ZR8	Bio SB T	1000 RUE COP 1000	150

BRI MANAKULA VINAYASAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM KALITHEERTHALKUPPAM MADAGADIPET, PUDUCHERRY-695 107.



	And	derson Immuno Hi	sto Chemistry	,		
S.No.		CLONE	COMPANY	B2B	Service	
9	1 CD 7	EP 132	Pathnsitu		Rate	
9	2 CA 125	EP 48		1000	150	
0	25174		Pathnsitu	1000	450	
9.	FLI 1	16146 - 22	Pathnsitu	1000	1500	
94	CD 163	EP 324	Pathnsitu	1000	1500	
95	FAX 8	2004	racinisitu	1000	1500	
		2R1	Pathnsitu		1300	
96	EGFR	EP 22	Pathnsitu	1000	1500	
97	Thyroglobin	EP 250		1000	1500	
			Pathnsitu	1000		
90	Napsin	EP 205	Pathnsitu	1000	1500	
99	Calponin	EP 63	Pathnsitu	1000	1500	
100	PDL - 1	CD 2co	racinisitu	1000	1500	
		SP 263	Ventana		1300	
101	ALK / Lung (Mutation)	D5 F3	Ventana	3200	4000	
102	CDK 12	Polyclonal		3200	4000	
103	P 16		Bio SB	2000	2000	
		E6 H4	Ventana	2000	3000	
104	ER,PR, Her 2nu	SP 1, AE 2, 4 B5	Ventana	3200	4000	
105	ER,PR, Her 2nu, KI67.	SP 1, AE 2, 4 B5,GM 001,	- Traditu	3500	4500	
	Cytokeratin 5\6	EP 24 / EP 67	Ventana, Bio SB, F	5500	6500	

CHAIRMAN AND MANAGING DIRECTOR Sri Manakula Vinayagar Medical College and Hospital Katitheerthalkupparn, Puducherry - 605 107.

TRUE COPY ATTESTED

BRIMANARIA TANAMBAR MEDICA: COLLOGE B HOSPITAL KALITHEERTHALKUPNAM, MADAGADIPET, PUDUCHERRY-805 107.





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2 4 SEP 2021

LABORATORY SERVICE

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97AB 662223

J. LAKSHMANAN STAMP VENDOR

... No.: 13/ 3/3/97

112, Tana Street, Chennai-7

This Laboratory Service Agreement (the "Agreement") is entered into on this 1st day of November 2021 (the "Effective Date") at Chennai:

### BETWEEN

ANDERSON DIAGNOSTIC SERVICES PRIVATE LIMITED, a company incorporated under the laws of India with its registered office at 150, Poonamalle High Road, (Opposite to Dasaprakash Hotel), Purasaiwakkam, Chennai - 600 084, Tamil Nadu and corporate office at A12, First Floor, 36 Carat, No. 950, Poonamalle High Road, Purasaiwakkam, Chennai - 600 084, Tamil Nadu, an NABL accredited (Reg No: N-0535) represented by its Mr. J. Sivaraman (Head Operation), aged about 45 years, residing at 95/32 Saravanaperumal Street, Purasaiwakkam, Chennai 600084, hereinafter referred to as Party of the First Part.

AND

M/s. SRI MANAKULA VINAYAGAR MEDICAL COLLAGE AND HOSPITAL - PONDICHERY,

having its registration office at Kalitheerthalkuppam, Puducherry - 605107, represented by

Dr. Dhanasekaran, Chairman & Managing Director, herein after called the Party of the Second Part

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CHAIRMAN AND MANAGUNG BIRECTOR A HOSPICAL Son Manakula Vinayagar Medical Galego and Hospital Laurenay - 605 107.

Kalitheerthalkuppam, Puducherry - 605 107.

The terms Party of the First Part and Party of the Second Part shall mean and include unless repugnant to the context their respective officers, Administrators and Assigns.

WHEREAS the Party of the First Part is engaged in providing clinical diagnostic services with the head office in Chennai

WHEREAS the Party of the Second Part is engaged in providing medical care to its patients in the medical field and also operating clinical laboratories at its place.

WHEREAS the Party of the Second Part wishes to engage the Party of the First Part to provide clinical diagnostic services upon the terms and conditions set forth in this agreement and the Party of the First Part has also agreed for the same. In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

### 1. Terms of Agreement

The terms of this agreement shall commence on the Effective Date and shall continue for a period of One (1) year, subject to early termination if any. The terms of this agreement may be extended for further periods as per the mutual agreement of both the parties.

### 2. Services

Upon the request of the Party of the Second Part, the Party of the First Part shall provide to the Party of the Second Part clinical diagnostic services as per Annexure - A

### 3. Pre -processing Requirements:

- 3.1 During the period of this agreement, the Party of the Second Part shall under strict hygienic conditions, collect samples at their medical centres, store and label the same for testing to the Party of the First Part strictly in accordance with the good clinical practice in sample collection as per institution guidelines.
- 3.2 The Party of the Second Part shall also collect Patients relevant demographic details and clinical details and furnish the same to the Party of the First Part at the time of handing over of the samples.
- 3.3 The Party of the Second Part shall inform the Party of the First Part about the withdrawal of samples within 2 hours. The samples shall be kept intact by the Party of the Second Part with the quality materials so that there shall not be any damages to the samples.
- 3.4 The Party of the Second Part shall provide pre-test and/or post-test counselling strictly in accordance with the good clinical practice in sample collection as per institution guidelines.

The Party of the Second Part shall follow all local and Indian laws, rules and regulations for tion, disposal of Bio hazardous waste materials.

CHAIRMAN AND MANAGING DIRECTOR Sri Manakula Vinayagar Medical College and Hospital Kalitheerthalkuppam, Puduchery 505 107.

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### 4. Processing Requirements:

- 4.1 The Party of the First Part shall provide the services of collecting the sample and transporting the same from the Party of the Second Part and may contract with multiple courier services to perform this assignment.
- 4.2 The Party of the First Part shall conduct diagnostic test and study of the samples provided by the Party of the Second Part and prepare report regarding the same in the name of the patient and hand over the reports to the Party of the Second Part.
- 4.3 Critical Reports: The Party of the First Part shall communicate all 'critical reports' by phone to the Party of the Second Part, by contacting the designated representative of the Party of the Second Part. However, the Party of the Second Part shall endeavour to keep abreast of the critical tests out of its own accord. This will further be confirmed by the party of the first part by sending the softcopy of the report.
- 4.4 Samples which are rejected because of various reasons, including but not limited to, packing, collection methods etc shall be intimated to the Party of the Second Part and the Party of the Second Part shall endeavour to provide fresh samples at its own costs.
- 4.5 The Party of the First Part shall maintain required licenses, permits and approvals as mandated under law and shall adhere to Good Laboratory Practice norms.

### 5. Submission of Reports and Test Results

The Party of the First Part shall use its best efforts to ensure its turnaround time for delivering laboratory test results to Party of the Second Part as mentioned in the Annexure-B. The entire results and records shall be sent by the Party of the First Part in digital format only.

### 6. Processing Charges and payment terms

- 6.1 The Party of the First part shall provide the diagnostic services to the Party of the second Part in accordance with the Pricing Schedule attached as Annexure A. These charges are exclusive of any pre-processing requirements as outlined in clause 3 supra.
- 6.2 The Party of the First Part shall raise an invoice on the Party of the Second Part for the test processing charges at the end of every month for all the tests performed during that month in respect of samples sent by the Party of the Second Part. The Party of the Second Part shall pay the invoice in full after appropriate tax deductions at source (if applicable) through cheque / neft only, within a credit period of 30 days from the date of receipt of the invoice /Credit limit of Rs. 50,000 whichever is earlier. No tests or service will be priced or offered below the fair market price.
- 6.3 The invoice shall be sent to the email ID of the party of the second part. The invoice shall be sent by courier or registered post upon specific request of the party of the second part. However, the credit period shall be calculated upon receipt of the first email and not on any other modes of



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CHAIRMAN AND MANAGING DIRECTOR
Sn Manakula Vinayagar Medical College (1974) ATTESTED
Kalitheerthalkuppam, Puducherry 605 107.

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MADAGADIPET, NOD CHERRY-665 157.

- 6.4 The party of the Second part affirms that the below mentioned email ID is the official email ID of the party of the second part. The party of the Second part also herein affirms that any change in the email ID shall be intimated to the Party of the First part by registered post or courier.
- 6.5 The Party of the First Part herein states that it is registered under MSME ACT and as such all terms and conditions, including payment schedules are subject to the relaxations and notification issued by the Central Government from time to time in the MSMED Act 2006 and all the clients are bound to follow the guidelines issued by the Central government as stipulated in the enclosure Annexure C.
- Under no circumstances the Party of the First Part shall accept the payment in CASH and payments shall be made through banking channels only i.e. Cheque/Demand Draft/RTGS/NEFT. In case of cheques which are returned unpaid (bounced cheque), payment shall have to be made by demand draft only within 3 working days from the date of intimation to the Party of the Second Part.
- 6.7 The Party of the First Part shall raise bill on the Party of the Second Part and receive the amount for laboratory / diagnostic charges as mentioned in Annexure A. The Party of the First Part shall not be liable or responsible for any charges that may be billed by the Party of the Second Part on its patients/third parties.
- The Party of the Second Part agrees to indemnify, defend and hold the Party of the First Part, from any claim, liability, loss, suit, damages, cost or expense to the extent arising out of or attributable to the negligence, breach of this agreement or wilful misconduct by the Party of the Second Part relating to this agreement including but not limited to any third party claim, billing claims brought and any claim brought against the Party of the First Part based upon, arising out of or attributable to Party of the Second Part for collecting the samples, pre-processing and other matters relating to the same.

### 7. Promotional Materials

Neither party shall use the name, symbol, logo or any trade mark or service mark of the other party in any promotional or advertising materials, nor for any other purpose unless advance written consent has been received from the other party.

### 8. Patient Confidentiality and intellectual property rights

- 8.1 Sharing of the intellectual property of the Party of the First Part or price list or any other components as referred to in this agreement is strictly prohibited. Any violation of the same shall attract measures, including termination.
- 8.2 Both Parties agree that confidentiality regarding the patient's identity and the diagnosis shall be strictly maintained and not divulged to any third party.

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CHAIRMAN AND MANAGING DIRECTOR Sri Manakula Vinayagar Medical College and Hospital Kalitheerthalkuppam, Fuducherry - 605 107.

TRUE COPY ATTESTED

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### 9. Regulatory Compliance

Each party represents and warrants that in the performance of its obligations under this agreement, it will comply with all applicable law, rules or regulations. Failure by either party to comply with any applicable law as required shall be considered as a material breach of this agreement. In the event of a determination that this agreement is not in compliance with any applicable law, then the parties shall negotiate in good faith to bring this agreement into compliance.

### 10. Termination of the MOU

- 10.1 Either Party may terminate this agreement by giving one month notice in writing after settling all outstanding dues. However, both parties shall continue to honour the agreement during the notice period.
- 10.2 If any of the parties violates any of the terms and conditions of this agreement, the other party shall first intimate the defaulting party to rectify the same within two weeks from the date of intimation. But even thereafter if the same is not rectified, the other party can terminate the agreement with immediate effect by writing a letter to other party.
- 10.3 This MOU shall be terminated in case of insolvency or bankruptcy of either party.
- 10.4 This agreement can be terminated at any time on mutual agreement between both the parties.

### 11. Miscellaneous

- 11.1 The Party of the Second Part shall not assign any of its rights or obligation under this agreement to any other person/s without the written consent of the Party of the First Part.
- 11.2 That this Agreement relates only to the activities submitted hereunder and shall not restrict either of the party from carrying on its normal activities or such other activities undertaken by the parties, independently. Subject to the terms of this Agreement, nothing contained herein shall preclude either party from its normal effort in connection with its activities.
- 11.3 That neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other except to the extent provided herein.
- 11.4 The Party of the First Part will communicate all relevant details directly to the Party of the Second Part upon introduction of new diagnostic tests. The Sales and scientific team of the Party of the First Part would also help the Party of the Second Part with the relevant specimen requirement, charges, turnaround times, etc.
- Nothing contained in this agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties. Neither party is an agent of the other, and neither party has any authority whatsoever to bind the other party, by contract or otherwise.
- 11.6 In accordance with PCPNDT Act 1994, we declare that we strictly adhere to the directives of the law and do not perform sex determination in any form. Therefore, we do not disclose sex

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CHAIRMAN AND MANAGING DIRECTOR
Sri Manakula Vinayagar Medical College and Hospital
Kalitheerthalkuppam, Puducherry - 605 107.

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11.7 The Party of the Second part will be responsible for the usage & condition of any machinery/ equipment provided by the party of the first part. In case of mishandling or any damages to the machine/s or its part/s while it's used by/at the party of the second part, the cost of replacement or any repairs thereof will be borne by the party of the Second Part.

### 12. NOTICES

- 12.1 Any notice or other communication to be given by one Party to the other Party under, or in connection with, this Agreement shall be in writing in English and shall be sufficiently served if it is delivered by hand, e-mail, registered prepaid post or by courier using an internationally recognised courier company.
- 12.2 The addresses and e-mail addresses of the Parties are as follows:

### If to Party of the Second Part:

Address: Kalitheerthalkuppam, Puducherry - 605107

Attention: Dr. Dhanasekaran, Chairman & Managing Director

E-mail: info.pathology@smvmch.ac.in

Contact: 0413 264 2001

### If to Party of the First Part:

Address: A12, First Floor, 36 Carat, No. 950, Poonamalle High Road, Purasaiwakkam, Chennai -

600 084, Tamil Nadu Attention: J. Sivaraman

E-mail: om@andersondiagnostics.com

### 13. GOVERNING LAW, JURISDICTION AND ARBITRATION

13.1 The validity, construction and performance of this Agreement, and any action arising out of or relating to this Agreement, shall be governed by the Laws of India. Subject to the provisions of Clause 13.2 below, the courts of Chennai, India shall have exclusive jurisdiction in respect of all matters relating to or arising out of this Agreement.

### 13.2 Arbitration of Disputes

- (a) Both parties agree to negotiate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination (a "Dispute"). Each of Both parties shall forthwith designate a member of its senior management to endeavour in good faith to settle such Dispute amicably through discussions and negotiations. In the event that the senior management fails to resolve the Dispute within 60 days of the delivery of a notice of Dispute by a Party to the other Party (specifying in reasonable detail the nature and details of the Dispute), then either Party shall be entitled to refer the Dispute to arbitration in accordance with the provisions of Clause 13.2(b) below.
- (b) If the Dispute cannot be resolved pursuant to Clause 13.2(a) within 60 days from date of delivery

  Dispute, the Dispute shall be referred by any disputing Party to, and finally resolved

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CHAIRMAN AND MANAGING DIRECTOR
Stillgnskula Vinayagar Medical College and Hospital
Kalitheerthalkuppam, Puducherry - 605 107.

SRI MANAGUEA VINAYAGAR MEDICAC GOLLICOL & HOSPIAL KAUTHEEPTHALKUPPAM, MADAGADIPET, PUDUCHERRY-603 107 by arbitration administered under the Arbitration and Conciliation Act, 1996 (the "Arbitration Act").

- (c) The venue and seat of arbitration shall be Chennai, India. The proceedings of arbitration shall be in the English language.
- (d) The arbitration proceedings shall be conducted by a sole arbitrator, who shall be mutually appointed by the Parties in accordance with the Arbitration Act. If any Party fails to nominate the arbitrator pursuant to this Clause 13.2(d) within 15 days from the date on which a Dispute is referred for arbitration, such arbitrator shall be appointed in accordance with the Arbitration Act.
- (e) The arbitration award shall be substantiated in writing. The arbitrator shall also decide on the costs of the arbitration proceedings.
- (f) The arbitration award shall be final and binding on the Parties subject to applicable Law in force and the award shall be enforceable in any court of competent jurisdiction in India.
- (g) During the pendency of any arbitration proceedings, the Parties shall continue to perform such of their obligations that are not the subject matter of the Dispute under this Agreement.
- (h) Each Party shall bear the fees, disbursements and other charges of its counsel and the arbitrator, except as may be otherwise determined in the arbitration award. The fee of the arbitrator shall be borne equally by the Parties.

#### 14. Counterparts; Electronic Execution

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument. This Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page.

#### 15. Force Majeure

No Party shall be liable to the other Party for any delay in delivery or failure to perform caused by a force beyond its control, including, but not limited to, natural disasters, wars, epidemics, pandemics, acts of god, or interruption of utilities or transportation which is beyond its control. In such event, the affected Party shall promptly notify the other Party of the nature and anticipated duration of the delay or failure. The Party whose performance is so affected by such occurrence shall use its best efforts to minimise disruptions in performance and promptly resume full performance hereunder as soon as possible under the q

IN THE PRESENCE OF (WITNESSES):

1.

THE FIRST PART

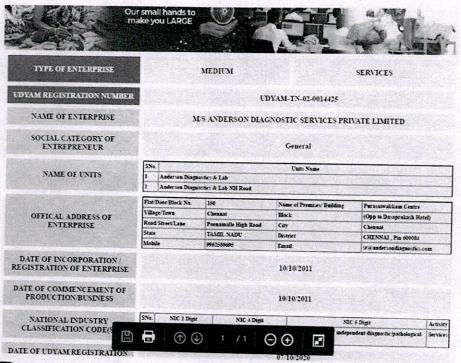
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CHAIRMAN AND MANAGING DIRECTOR U.S. C Sri Manakula Vinayagar Medical College and Hospital Kalitheerthalkuppam, Pugu Jerry 605 107.

> KALITHEE MADAGADIPET, PUDUCHER PYSIG TOW.

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### Annexure C - MSME Certificate



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CHAIRMAN AND MANAGING DIRECTOR Sri Manakula Vinayagar Medical College and Hospital Kalitheerthalkuppam, Puducherry - 605 107.

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BRI MANAS JA VINAYAGAR MEDICA, COLLEGE & HOSPITAL RALITHEERTHALKUPAAM, MADAGADIPET, PUDUCHERRY-605 107.



# INDIA NON JUDICIAL **Government of Puducherry** e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-PY15201436145473O

28-Dec-2016 11:15 AM

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SRI MANAKULA VINAYAGA MEDICAL COLLEGE and HOSPITAL

Article 5 Agreement or Memorandum of Agreement

: AGREEMENT

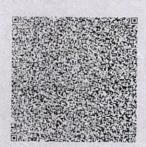
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: ARAVIND EYE HOSPITAL

: SRI MANAKULA VINAYAGA MEDICAL COLLEGE and HOSPITAL

: SRI MANAKULA VINAYAGA MEDICAL COLLEGE and HOSPITAL

(One Hundred only)



Please write or type below this line.....

## MEMORANDUM OF UNDERSTANDING

This Deed of Memorandum of Understanding is executed at Puducherry on this 02<sup>nd</sup> (Second day

of JANUARY 2017.

Dr. R. VENKATESH, D.O., Dip., NB. Chief Medical Officer, ARAVIND EYE HOSPITAL

> Thavalakuppam, Pondicherry - 605 007.

Dr. Mrs. S.VETRIKODI, M.B.B.S., D.N.B., D.LO., MEDICAL SUPERINTENDENT

Sri Manakula Vinayagar Medical College and Hospital

SRI MANARULA VINAYAGAR
MEDICAL COLLEGE & MOSPITAL
KALITHEERTHAL CHRYMM,
MADAGADIPET, PUDUGHARR-BIS 197.

between Sri Manakula Vinayagar Medical College and Hospital, Kalitheerthalkuppam, Puducherry-605 107, India being represented by Dr.S.Vetrikodi, Medical Superintendent, Sri Manakula Vinayagar Medical College and Hospital Puducherry herein after called as the PARTY ON THE FIRST PART which Term shall mean and include their respective Heirs, Legal Representatives, Executors, Administrators and Assignees

#### And

ARAVIND EYE HOSPITAL & POSTGRADUATE INSTITUTE OF OPHTHALMOLOGY, a unit of Aravind Eye Care Systems run by GOVEL TRUST, an Institute declared as "Non –Profit Public charitable Trust" duly Registered under Societies Registration Act of 1860 and Section10(23C)of the Income Tax Act,1961 having its Registered Office at No.132, Annaillam, AnnaNagar, Madurai 625020, Tamilnadu, India, Represented by Dr.R.Venkatesh, Chief Medical Officer, Aravind Eye Hospital & Postgraduate Institute of Ophthalmology, Cuddalore Main Road Thavalakuppam ,Puducherry -605007 herein after called as the PARTY ON THE SECOND PART which term shall mean and Include their respective Heirs, Legal Representatives, Executors, Administrators and Assignees:

WHEREAS, Aravind Eye Hospital & Post graduate Institute of Ophthalmology, Cuddalore Main Road, Thavalakuppam, Puducherry-605 007 (herein after referred to as the Aravind Eye Hospital for the sake of brevity) a non-profit Public Charitable trust formed for the purpose of Promoting awareness and helping Children in diagnosing and treating Retinopathy of Prematurity (ROP);

### 1. GENESIS OF THE MEMORANDUM OF UNDERSTANDING

- 1.1 AND WHEREAS the Sri Manakula Vinayaga Educational Trust has established Sri Manakula Vinayagar Medical College & Hospital, Puducherry (herein after referred to as SMVMCH, Puducherry for the sake of brevity) to provide preventive and curative health care to the public. The SMVMCH, Puducherry is a 975 bedded hospital which is a Multispecialty teaching Hospital Providing tertiary health care at Kalitherlakuppam Village in Puducherry.SMVMCH, Puducherry is unable to provide the Prematurity new born Babies, specialized Retinopathy of Prematurity(ROP) Treatment in SMVMCH, Puducherry especially dedicated Ophthalmology Services, due to dearth of Specialized Laser delivery systems for its treatment.
- 1.2 AND WHEREAS in order to meet the requirement of Eye Examination in Pre-Mature Children in the helping children with such disease, Aravind Eye Hospital has Volunteered to help in establishing Retinopathy of Prematurity Services in SMVMCH, Puducherry free of cost under the project name "Eye Health" Programme for Prematurely Born Children(EHPPBC) and funded by Aravind Eye Care System".

## 2. PERIOD OF THE MEMORANDUM OF UNDERSTANDING:

AND WHEREAS the Memorandum of Understanding will be in force for a Period of two years from the date of signing of this Memorandum of Understanding unless terminated by both the parties on mutual agreement. The future project programming /extension of this Memorandum of Understanding would be determined by the regular project reviews conducted time to time.

Dr. R. VENKATESH, D.O., Dip., NB.
Chief Medical Officer,
ARAVIND EYE HOSPITAL.

Dr. Mrs

Thavalakuppam, Pondicherry - 605 007. NEDIL - Dr. Mrs. S.VETRIKODI, M.B.B.S., D.N.B., D.LO.,
MEDICAL SUPERINTENDENT
Set Managerial Vigayanar Medical College and Managerial

MEDICAL SUPERINTENDENT
Sid Manakula Vinayagar Medical College and Hospital
Sid Service Kalitheenthalkuppam, Madagadipet,
Puducherry - 605 107.
Puducherry - 605 107.

MEDICAL COLUMN SE ROSPITAL
KAUTHEEPTHALKUPPAM,
MADAGADIPET, PUDUCHERRY-605 107.

Both the Parties herein above agree to enter into this Memorandum of Understanding in Letter and spirit of mutual trust. This Memorandum of Understanding is therefore a Statement of Mutual intent to which the two parties herein above are legally bound, covenant and agree as follows:

#### NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

#### 3. TERMS AND CONDITIONS:

# 3A. Commitment of Aravind Eye Hospital & Postgraduate Institute of Ophthalmology, Puducherry:

- Aravind Eye Hospital will offer regular screening services run by its dedicated Ophthalmology Specialists in SMVMCH, Puducherry.
- All Premature babies born in the SMVMCH, Puducherry will be screened within a month for Retinopathy of Prematurity defects by the Ophthalmology Specialists in SMVMCH, Puducherry and by Retina Specialist of Aravind Eye Hospital.
- iii. Necessary screening expenditure will be borne entirely by Aravind Eye Hospital, Puducherry including specialists' charges and transport of staff to Sri Manakula Vinayagar Medical College and Hospital, Puducherry.
- iv. Appropriate treatment will be suggested to all babies identified with Retinopathy of Prematurity disease by Aravind Eye Hospital, Puducherry.
- v. Advice will be given on specialized treatment for such babies and if required assistance will be extended in arranging transfer and treatment in Aravind Eye Hospital, Puducherry, totally free of Cost for all the poor patients and nominal charges will be collected from the private patients.
- vi. The change of incidence of Retinopathy of Prematurity as a function of developing public health care for neonates, Eye Health Programme for Prematurely Born Children (EHPPBC) will be reviewed regularly.
- vii. Reports on Eye Health Programme for Prematurely Born Children (EHPPBC) will be shared between the Government and Aravind Eye Hospital, Puducherry.
- viii. The Aravind Eye Hospital, Puducherry will offer help in the establishment of a robust and successful diagnosis and treatment of Retinopathy of Prematurity in the hospital.
- ix. Aravind Eye Hospital, Puducherry will offer all the above services with due and proper care with humanitarian consideration for the needy people with no financial consideration.

#### 3B. Commitment of Sri Manakula Vinayagar Medical College and hospital Puducherry:

The Department will provide space to Aravind Eye Hospital, Puducherry in SMVMCH,
 Puducherry to screen Retinopathy of Prematurity.

ii. The Specialists and other medical personnel from the Aravind Eye Hospital, Fooducherry ATTESTED will be assisted by required paramedical staff of the SMVMCH, Puducherry.

iii. The diagnostic facilities of the SMVMCH, Puducherry will be accessible to the specialists of

/ medical personnel for screening Retinopathy of Prematurity.

Dr. R. VENKATESH, D.O., Dip., NB.
Chief Medical Officer,
ARAVIND EYE HOSPITAL,
Thavalakuppam

Thavalakuppam, Pondicherry - 605 007. Dr. Mrs. S.VETRIKODI, M.B.B.S., D.N.B., D.L.G., MEDICAL SUPERINTENDENT 8rl Manakula Vinayagar Medical College and Hospital Kalitheerthalkuppam, Madagadipel, Puducherry – 605 107. NAYAGAR

MEDICAL COLLEGE &

MADAGADIPET, PULLUCHERRY-605 107.

- iv. The Department will provide all Laboratory services to the requirement of the Aravind Eye Hospital, Puducherry. In respect of babies born in the SMVMCH, Puducherry, admitted on the OPD, cost of which shall be borne by the Department.
- v. The Department will provide computer, furniture and other facilities for screening.
- vi. The Department will provide computer operator and paramedical personnel appropriately for screening premature babies and for arranging diagnostic facility to the patients.
- vii. The Department will allow free access to all the data generated through screening by the Aravind Eye Hospital, Puducherry and freedom to use medical personal / specialists of the Aravind Eye Hospital, Puducherry.
- viii. The Department will not charge any fee from the Specialists of Aravind Eye Hospital, Puducherry for doing the service in the SMVMCH, Puducherry.
- ix. Due credit will be given to the authors if any from both the hospitals in case of publications from case material(s) used.

#### 4. DISPUTE SETTLEMENT:

Any dispute arising out of this Memorandum of Understanding and in the course of execution of the work incorporated in the Memorandum of Understanding, the same shall be settled by discussions which will be between the Medical Superintendent, Sri Manakula Vinayagar Medical College and Hospital, Puducherry and Dr. R. Venketesh, Chief Medical Officer representing Aravind Eye Hospital & Postgraduate Institute of Ophthalmology, Cuddalore Main Road, Thavalakuppam, Puducherry – 605 007.

#### 5. JOINT COMMUNICATION:

Information given to the press, the beneficiaries of the Programme and all related publicity material, official notices, reports and publication will be agreed by both the partners. In particular, the programme executing organization will include and ensure due recognition of the role of the parties in all external communications relating to the Programme.

### TERMINATION OF THIS MEMORANDUM OF UNDERSTANDING:

The commitments set out in the Memorandum of Understanding shall not generally be suspended or terminated, unless upon non-compliance with any one of the above mentioned commitments of a negative assessment of compliance. However, both the parties can decide to suspend or terminate the Memorandum of Understanding with mutual consent or with one month written notice given on either side.

Dr. R. VENKATESH, D.O., Dip., NB.
Chief Medical Officer,
ARAVIND EYE HOSPITAL,

Thavalakuppam, Pondicherry - 605 007. Dr. Mrs. S.VETRIKODI, M.B.B.S., D.N.B., D.L.O., MEDICAL SUPERINTENDENT Sri Manakula Vinayaga: Medical College and Hospital

Kalitheerthalkuppam, Madagadipet, Puducherry - 605 107.

TRUE COPY ATTESTED

BRI M. AGAR MEDICAL LOGE & MORTAL KALITHER THALKUPPAM, MADAGABIPET, PUBLICHERRY-605 107. IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals, on the day, month and year first herein above written.

For and on behalf of Aravind Eye Hospital & Postgraduate Institute of Ophthalmology, Puducherry

Dr.R.Venkatesh Chief Medical Officer

Dr. R. VENKATESH, D.O., Dip., NB. Chief Medical Officer, ARAVIND EYE HOSPITAL,

Thavalakuppam, Pondicherry - 605 007. For and on behalf of Sri Manakula Vinayagar Medical College and Hospital, Puducherry

Dr.S.Vetrikodi Medical Superintendent

Dr. Mrs. S.VETRIKODI, M.B.B.S., D.N.B., D.L.O., MEDICAL SUPERINTENDENT
Sri Manakula Vinayagar Medical College and Hospital Kalitheerthalkuppam, Madagadipel, Puducherry - 605 107.

Witness.

(1) Me James V. Santonayan Manager Administration Prairie for for the Manager Administration

(2) Dodaw.

(P. Poo BALAN)

Manager,

Araniva Eye Hospital,

Pondicherry.

Witness:

(1) M. Subbashini. D. M. Subbashini. Proj. HoD. Dept. of ophilhalmologi SmrmcH. Puduchery.

(2) T. Davassampay
T. DHATCHING MURTILY
ADMINISTRATIVE OFFICER
SMYMCH, PUDUEH GRRY

TRUE COPY ATTESTED

MEDICAL COLLAS S HOSPITAL KALITHEERTHALKUPAM MADAGADIPET, PUDUCHERRY-605 197.



# **INDIA NON JUDICIAL Government of Puducherry**

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SRI MANAKULAVINAYAGAR MEDICAL COLLEGE and HOSPITAL

Article 5 Agreement or Memorandum of Agreement

**AGREEMENT** 

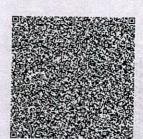
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SRI MANAKULAVINAYAGAR MEDICAL COLLEGE and HOSPITAL

CANCER TRUST HOSPITAL and RESEARCH CENTER PONDY

SRI MANAKULAVINAYAGAR MEDICAL COLLEGE and HOSPITAL

(One Hundred only)



## MEMORANDUM OF UNDERSTANDING **BETWEEN**

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND

PUDUCHERRY CANCER TRUST HOSPITAL AND RESEARCH CENTRE

K. N-pants Dr. K. NARAYANASAMY

SECRETARY

Sri Manakula Vinayagar Medical College & Hospital Kalitheerthalkuppam, Puducherry-605107

For PUDUCHERRY CANCER TRUST & RESEARCH CENTRE

(Dr. RAJAKUMAR SELVANATHAN)

ESTED

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com" Any discrepancial to the website renders it invalid.

2. The onus of checking the legitimacy is on the users of Majoretticate.

3. In case of any discrepancy please inform the Competent Anaddwidth Competent Anaddwidt



This Memorandum of Understanding executed on the Twenty Sixth day of October 2017,by and between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL ,having its registered office at Kalitheerthalkuppam, Puducherry – 605 107 represented by the SECRETARY, SRI MANKAULA VINAYAGA EDUCATIONAL TRUST hereinafter referred to as "SMVMC & H" or "First Party" which expression shall include its successors, executors and permitted assign

And

PUDUCHERRY CANCER TRUST HOSPITAL AND RESEARCH CENTRE having its registered office at and, operating its unit hospital at South River Bank Road Chunnambar, Thavalakuppam represented by the Chief Medical Director herinafter referred to as "PCTH & RC" or "Second Party" which expression shall include its successor and executors and permitted assign.

All the aforementioned entities / persons are collectively referred to as the "PARTIES"

WHEREAS SMVMC&H wishes to co-ordinate with PCTH & RC for oncology management of all patients.

**AND WHEREAS** in pursuance of this MOU, both the parties hereinto are desirous of establishing a contractual framework for oncology management of all patients.

AND WHEREAS this MOU is;

NOW THEREFORE it is AGREED as follows:

#### BACKGROUND OF THE PROJECT

- A. SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL imparting quality education in the disciplines of Medicine ,Dentistry, Management and Allied Health Sciences and undertaking innovative research activities and whereas the attached Teaching Hospital is offering healthcare delivery services of international standards. SMVMC&H is empanelled in thenetwork of hospitals under the Chief Minister Comprehensive Health Insurance Scheme of Tamil Nadu.
- B. Puducherry Cancer Trust Hospital & Research Centre is a single speciality hospital providing a holistic, comprehensive care in the field of oncology including screening, diagnosis, treatment, follow-up and research.PCTH & RC is empanelled in the network of hospitals under the Chief minister Comprehensive Health Insurance Scheme of Tamil Nadu, the Puducherry Medical Relief Society Scheme of the Puducherry Government, the Rashtriya Arokya Nidhi scheme of the central government to provide cancer treatment to BPL cancer patients, and the Tamil Nadu New Health Insurance Scheme (TNNHIS Employees Scheme). For PUDUCHERRY CANCER TRUST

Dr. K. NARAYANASAMY

SECRETARY
Sri Manakula Vinayagar Medical College & Hospital
Kalitheerthalkuppam, Puducherry-605107

HOSPIAL & RESEARCH CENTRE

NERI MAI AKULA MNAYAGAR

MEDICAL COLLEGE & HOSPITAL

KALMHEERTHAL KALPPAM.

OT. RAJAKI MARQAGYANATHANDUCHERKY 605-1

ATTESTED

CHIEF MEDICAL DIRECTOR

#### TEAMING ARRANGEMENTS

- A. Both parties agree that SMVMC&H should avail the services of the Radiotherapy Unit in the PCTH & RC and all patients from SMVMC&H whether covered under the CMCIHST or not, would undergo radio and branchy therapies at PCTH & RC.
- B. To and fro from a common point in Puducherry to PCTH & RC could be arranged by PCTH & RC and all expenses incurred therein shall be borne by PCTH & RC.
- C. PCTH & RC agrees that such of those Cancer patients who require surgery and medical oncology services from Villupuram, Puducherry and cuddalore Districts shall be referred to Sri Manakula Vinayagar Medical College and Hospital (SMVMCH) as a part of the their onco treatment.

#### CONFIDENTIALITY

A. During the term of this MOU, all the parties may exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. The Parties undertake to keep confidential and not to disclose any Confidential Information of the other Party or Confidential Information disclosed by the other party as a result of the Parties 'cooperation under this MOU, and to protect such information against disclosure with the same degree of care that it uses to protect its own confidential information but not less than a reasonable degree of care. All the parties hereby agree to keep in confidence and prevent the disclosure to any person (s) outside their respective organizations or any person(s) within their organizations not having a need to know.

"Confidential Information "is defined as any information or data in the possession of a Party, whether commercial, technical or medical in nature, which the Party treats as a trade secret or confidential information or which by its nature should reasonably have been understood to be confidential to such Party, including any information or material that is proprietary to the disclosing party. Confidential Information shall also include any other information classifiable in equity as confidential information, provided that the following shall not be deemed secret or Confidential Information: (i)information or data which is in the public domain, otherwise than through an act or omission of the Party against whom the disclosure is alleged; (ii) information or data which was in the possession of a Party before disclosure to it by the other Party; or (iii) information obtained from a third party who received such information lawfully ,without restriction as to further disclosure (iv) disclosed as required by law , judicial process, or governmental agency — in which case the concerned party shall be given reasonable opportunity / prior intimation for enabling the disclosing party to safeguard its interests.

K. N- Pand

Dr. K. NARAYANASAMY SECRETARY

Sri Manakula Vinayagar Medical College & Hospital Kalitheerthalkuppam, Puducherry-605107

MEDICAL COLLEGE ALTHERPHANE

MADAGADIPET, POLOGIE

#### **TERM AND TERMINATION**

- A. This MOU shall become effective upon its signing by the Parties and shall be in force until the end of 12 months with renewable option for such term / period, as may be decided by the parties on mutual consent at the time of renewal. Either Party to this MOU may terminate it on a 90 days written notice. Such notice of termination shall be given as aforesaid, the MOU shall remain in force, with respect to Services already undertaken by the Parties, however subject to the receipt of fee (as agreed under this MOU) for such services.
- B. This MOU may also be terminated by either party upon the occurrence of any of the following:
  - (a) In the event of a material breach ,after giving written notice (of not less than 15 days in any event ) and the same is not remedied within 30 days thereof; or
  - (b) If either of the Parties goes into winding up or any similar proceedings ,whether voluntary or compulsory , on at least a thirty (30)days written notice, provided that during the notice period said proceedings or managements are not set aside or cancelled.

#### **IMPLEMENTATION AND TIMETABLE**

The parties agree that the commencement of this Memorandum of Understanding is on the last date of signature. Either party can terminate this Memorandum of Understanding by giving one month's notice in writing to the address as stated in supra of this Memorandum of Understanding or to such other address as advised by the parties from time to time.

#### **MISCELLANEOUS**

- A. This MOU shall be governed by and constructed in accordance with the laws of India.
- B. Nothing in this MOU shall be construed to imply as a joint, venture, partnership or principal-agent relationship between the parties, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as expressly stated herein to otherwise agreed to in writing.
- C. Neither Party may assign to any entity, any of its rights or duties hereunder without the prior written consent of the Party, except for to its affiliated companies.

Dr. K. NARAYANASAMY

Sri Manakula Vinayagar Medical College & Hospital Kalitheerthalkuppam, Puducherry-605107 FOR PUDUCHERRY CANGER THEY ATTESTED HOSPITAL & RESEARCH CENTRE

(Dr. RAJAKUMAR SERMAMAKERAN) VINAYAGAR
CHIEF MEDICALEDIAL EGG & HOSPITAL
KALIMEENTHALKUPPAM,
MADAGADIPET, PUDUCHERAY-805 107.

- D. All the parties herby represent and confirm that the person executing this MOU is duly authorized to represent, sign and enter into the same on behalf of the respective parties.
- E. Any term of this MOU may be amended only by written consent of the Parties.

IN-WITNESS WHEREOF THE PARTY ON THE FIRST PART AND THE PARTY ON THE SECOND PART have set their hands, signed their names on the Year, Month and Day first above written in the presence of:

Day first al	bove written in the presence of:	their names on the Year, Month and
Signed for	on behalf of SMVMC & H	
On:	26/10/2017	
Ву:	Dr.K.Narayasamy	Signature: K. N pand
Position:	Secretary – SMVET	Dr. K. NARAYANASAMY SECRETARY
		Sri Manakula Vinayagar Medical College & Hospital
Before the	following witness:	Kalitheerthalkuppam, Puducherry-605107
Witness Na	ame: T. Dhatchinamurthy	
Address:	Sri Manakula Vinayagar Med	ical College and Hospital
	Kalitheerthalkuppam,	
On:	Madagadipet, Puducherry-60 2 6-10 - 2აუ	<u>5 107.</u>
D		
Ву:	T. Dhatchinamurthy	Signature: T. Darting amounting
Position:	Registrar	T.DHATCHINAMURTHY, M.A., REGISTRAR SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM,
Signed for a	and on behalf of PCTH & RC	PUDUCHERRY-605107.
On	Ang 96-10.	FOI PUDUCHERRY CANCER TRUST HOSPITAL & RESEARCH CENTRI
Ву:	Dr. Raja Kumar Selvanathan	
Position:	Chief Medical Director	Signature: (Dr. RAJAKUMAR SELVANATHAN) CHIEF MEDICAL DIRECTOR
Before the fo	ollowing witness:	
Witness Nam	ne: <u>A.N Swaminathan S/O Natesar</u>	1
Address:	No 11, Fifth Main Bharathidasa	n Nagar
	Mudaliarpet , Puducherry-605	004
On:	26-10-2017	- TUDUCHERPY CANCER IR : "
Ву:	TRUECO	Signature:
Position:	X.o.	ATTESTEDIAN, SWAMINATHAN

MADAGADIPET, PUDUCHERRY-805 107.

#### **ANNEXURE - I**

#### PUDUCHERRY CANCER TRUST HOSPITAL AND RESEARCH CENTRE Services

- · Radiotherapy with state of the art Linear Accelerator
- Brachytherapy
- · Awareness and cancer preventive programme
- Pre-cancer screening
- Chemotherapy
- · Hormonal Therapy
- Molecular targeted therapy
- · Biochemistry and Haematology lab
- · Radio diagnosis : X-ray, Mammography, CT Scan, Ultrasound
- · Pain & Palliative Care Service
- Oncological emergencies management
- Psychological Counselling
- · Rural health services
- The highlights of Radiotherapy made possible through CT Scan based radiation therapy are its precision, minimum time (2-5 mins) and lesser exposure to radiation thereby improving patients tolerance to the treatment.

#### ANNEXTURE - II

#### Radiotherapy

- 1. Linear Accelerator Photon Therapy
- 3DCRT
- IMRT
- · Rapid Arc
- Mould Facility for radiotherapy
- 2. HDR Brachy therapy
- Intracavitory
- Intralumnial (oesophagus)

K. N-pantt.

Dr. K. NARAYANASAMY

SECRETARY
Sri Manakula Vinayagar Medical College & Hospital
KaStheerthalkuppam, Puducherry-605107

For PUDUCHERRY CANCER TRUST HOSPITAL & RESEARCH CENTRE

IDE RAJAKUMAR SELVANATHAN)

TRUE CORY ATTESTED

DEAN
SRI MANAKULA VINAMGAR
MEDICAL COLLEGE & HOSPITAL
MEDICAL COLLEGE & HOSPITAL
KALITHEERTHALKUPTAM,
KALITHEERTHALKUPTAM,
MADAGABIPET, PUDUGHERTM. 605 107.



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M SENTHIL DIRECTOR COMFORT IP SOLUTIONS

: Article 5 Agreement or Memorandum of Agreement

AGREEMENT

0

(Zero)

M SENTHIL DIRECTOR COMFORT IP SOLUTIONS

DR R N KAGNE DEPUTY DIRECTOR AND DEAN SMVMCH

M SENTHIL DIRECTOR COMFORT IP SOLUTIONS

(Twenty only)



### SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT

...Please write or type below this line.....

Date:

.07.2021

#### COPYRIGHT SERVICE AGREEMENT

#### 1. PARTIES

This Copyright Service Agreement is entered into between PARTIES:

Dr. KAGNE. R.N SRI MANAKULA VINAYAGAR

MEDICAL COLLEGE & HOSPITAL
KALITHEERTHALKUPPAM
AN PUDUCHERRY 605107 per ear

MEDICAL COLLEGE & HOSPITAL KALITHEERTHAL NUPPAM, MADAGADIPET, PUDUCHERRY-605 107.



M.Senthil, S/O VR.Murugappan, Director, Comfort IP solutions and registered with the Office at Plot No 6, VIP Nagar Main Road, Near AG Padmavathy Hospital, Arumbarthapuram, Pondicherry - 605110, India, Ph.9486365954, E.Mail ID: Comfortdentalcareindia@gmail.com providing IP services under the name "Comfort IP Solutions" herein further called INTELLECTUAL PROPERTY AGENT (IP AGENT), the Party on the one part with the mailing address captioned above,

Dr. R. N. Kagne, Deputy Director and Dean, Sri Manakula Vinayagar Medical College and Hospital having its registered office at Kalitheerthalkuppam, Madagadipet, Puducherry – 605 107 (hereinafter referred to as "SMVMCH") with E.Mail ID: dydirector@smvmch.ac.in, herein after called as CLIENT on the second part which expression shall, unless repugnant to the contexts and meaning thereof and includes their respective successors, Legal Representatives, Executors, Administrators and Assignee's

# This copyright services agreement covers the following service delivered by the IP AGENT to the CLIENT

- > Filing of copyright application in the copyright registry.
- Postal charges for submitting the forms and the hard copy of the work to copyright registry situated in Delhi by speed post.
- ➤ Advocate charges in Chennai for filing the application and defending the application once we receive the discrepancy from copyright office
- Advocate charges in Delhi for following up the status and prosecution in the copyright registry, Delhi.
- > The professional fee includes all service from filing till grant of copyright application except third party objection.
- The CLIENT's has to fill out all the necessary forms for the copyright application and to provide all the supporting documents to file copyright application, as per the recommendation of IP AGENT
- The CLIENT is to timely present an overall explanation and documents necessary to file copyright application and timely pay all necessary agreed fees on case by case basis.

#### 1. FEES

The CLIENT agrees to pay the requested fee by the IP AGENT on case by case basis for the copyright application as per the fee Annexure 1

The CLIENT must pay the agreed current filing fee (official and professional fee) when the application is ready to be filed.

The CLIENT must pay 50% of the agreed filing fee when the application is ready to file and the remaining 50% should be paid after the grant. If the grant is not obtained from the Copyright Government of India, the IP AGENT will adjust the 50% advance in the balance payment or will be refunded.

The IP AGENT will charge only for those applications in which the copyright grant from Government of India is obtained.

Dr. KACNE. R.N

DEAN

SRI MANAKULA VINAYAGAR

MEDICAL COLLEGE & HOSPITAL

KALITHEERTHALKUPPAM,
PUDUCHERRY-605107

#### 2. TIMING

The Service agreement shall be in force from the data of first payment and till the data the CLIENT wants the IP related services from the IP AGENT

#### 3. COMMITMENT

IP AGENT will make every effort to deliver value in his services. CLIENT is encouraged to discuss any questions regarding IP AGENT's work. By signing this Service Agreement,

Both the PARTIES agree that any disputes between them over the amounts of any fees paid will be amicably settled.

#### 4. TERMINATION

Both PARTIES have the right to terminate this Agreement mutually or unilaterally by providing notice of such termination intention by mailing a certified letter to the last known address of PARTIES. If the Agreement is terminated, the amount of refund, if applicable, will be calculated according to the percentage of the completed services.

#### 5. UNENFORCEABLE PROVISIONS

If any provision of this Agreement shall be held by a Court of competent jurisdiction to be void or unenforceable, the balance hereof shall nevertheless be carried into effect.

#### 6. ENTIRE AGREEMENT

This Service Agreement sets forth the entire agreement between the PARTIES with respect to the matters set forth herein. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories thereto. No oral agreements or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provisions of this Agreement by any oral representations or agreements to be made subsequent to the execution of this Agreement.

This Agreement is written in duplicate: one for each party.

#### 7. AGREEMENT AND ACCEPTANCE

PARTIES agree to the above terms and conditions.

Signature:

KAGNE. R.N

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM,

UDUCHERRY-605107.

TRUE COPY ATTESTED

SRI MANALULE VINOYAGAR MEDICAL COLLEGE & HOSPITAL KALTHEETHALKUSPAM, MADAGADIPET, PUDUCHERIO-605-107.

everlife **CPC Diagnostics** 

**Enabling Better Outcomes** 

9th December 2021

Dear Sir,

Greetings from CPC Diagnostics Pvt LTd.,

We would like to bring to your kind notice that .CPC Diagnostics Pvt Ltd., has placed 1 unit of Biolis 50i against the reagents Purchase commitment at M/s.Sri Manakula Vinayagar Medical College and Hospital, agreement dated 14th Nov 2019 the same has been signed mutually.

M/s. CPC Diagnostics Pvt Ltd will Place a backup unit of Turbochem Prime -Automated Random Access Biochemistry Analyzer -Constant Through put of 180 T/hr for the above mentioned Biolis 50i

We have attached the addendum with this letter for audit purposes only and will not have any legal and financial implication.

Assuring you the best of services at all times

Thanks and Regards

For CPC Diagnostics Pvt Ltd.,

**Authorised Signatory** 

MATTESTED TRUE COP

CPC DIAGNOSTICS PVT LTD REGISTERED OFFICE

No.9, 5th floor, Gokul Tower, 9 & 10, CP Ramaswamy Road, Alwarpet, Chennal - 600 018 Tel: +91-44-24993989 Email: sales@cpcdiagnostics.in CIN: U52599TN1991PTC021095

CORPORATE OFFICE

No.70/6, Old No.108/6, 4th floor, Westminster, Dr. Radhakrishnan Salai, Mylapore, Chennai - 600 004 Phone No: 044-23460168/169 MADAGADEEN PUDUCHERRY-605 107.

# everlife. **CPC Diagnostics**

**Enabling Better Outcomes** 

Ref: CPC/2520/2021 dated 25th October 2020

CPC DIAGNOSTICS PVT LTD REGISTERED OFFICE

No.9, 5th floor, Gokul Tower, 9 & 10, CP Ramaswamy Road, Alwarpet, Chennai - 600 018 Tel: +91-44-24993989 Email: sales@cpcdiagnostics.in CIN: U52599TN1991PTC021095

#### ADDENDUM (Add on agreement)

M/s.CPC Diagnostics Pvt Ltd., has placed 1 unit of Biolis 50i against the reagents Purchase commitment at M/s.Sri Manakula Vinayagar Medical College and Hospital, agreement for the same has been signed on 14th Nov 2019.M/s. CPC Diagnostics Pvt Ltd will Place a Turbochem Prime - Automated Random Access Biochemistry Analyzer -Constant Through put of 180 T/hr as a back up for the above mentioned Biolis 50i

- 1. M/s.Sri Manakula Vinayagar Medical College and Hospital undertakes to purchase Reagents (hereafter referred to as "Reagents") for a Rs.60,000/- per month for a period of 60 months towards placement of Turbochem Prime
- 2. Instrument shall remain the property of CPC till the said reagent purchase commitment is completed.

This Amendment comes in to force with effect from installation of instrument and is valid for a period of 60 months or till the completion of the reagents purchase value of Rs.36 Lacs.

All other terms and conditions are the same as the original agreement.

For M/s.Sri Manakula Vinayagar Medical College and Hospital

For CPC Diagnostics Pvt Ltd.,

Authorized Signatory

Date: 11.12.21

Dr. D. RAJAGOVINDAN, M.D.

DIRECTOR SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL MADAGADIPET, PUDUCHERRY-605 107 **Authorized Signatory** 

Date: 11/12/2021

CHENNAL 600 004

V ATTESTED CORPORATE OFFICE

No.70/6, Old No.108/6, 4th floor, Westminster, Dr. Radhakrish an Salai, Mylapore, Chennai - 600 004. Phone No: 044-23460168/109

> MEDICAL COLLEGE A SRIMANAN OSPITAL PAM MADAGACIPET, PUDUCHERRY-605 197.

# everlife. **CPC Diagnostics**

**Enabling Better Outcomes** 

CPC DIAGNOSTICS PVT LTD REGISTERED OFFICE

No.9, 5th floor, Gokul Tower, 9 & 10, CP Ramaswamy Road, Alwarpet, Chennai - 600 018 Tel: +91-44-24993989 Email: sales@cpcdiagnostics.in CIN: U52599TN1991PTC021095

#### **CONSUMABLES PRICE**

S.No	Description	Pack Size	Price*
1	Wash Solution	6x100ml	2714
2	Cuvette	81 Nos	808
3	Lamp	1No	9800

GST at 12% Extra on above mentioned price for item 1

GST at 18% Extra on above mentioned price for item 2 & 3

Supply through M/s.Mouli Diagnostics, Puducherry

Dr. D. RAJAGOVINDAN, M.D. NIDECTOR

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL

KALITHEERTHALKUPPAM MADAGADIPET PUDUCHERRY - 605 107

CHENNAI 600 004

TRUE COPY ATTESTED

CORPORATE OFFICE

No.70/6, Old No.108/6, 4th floor, Westminster, Dr. Raddhakrishnan Salai, Mylapore, Chennai - 600 504; Phone No: 044-23460168/169

MEDICAL COLLEGE & HOSPITAL
MEDICAL COLLEGE & HOSPITAL
MADAGAURPET, PUDUCHERRY-605 107.

#### MOU

This agreement is executed this day of 13-2-2021 between Sri Manakula Vinayagar Medical college and Hospital, Hereinafter for the sake of brevity called the COLLEGE, Kalitheerthalkuppam, Mannadipet Commune, Puducherry- 605107, of the one part, and Mr. P.Jayakumar, aged about 43 years, Son of Mr. L. Parameswaran, a resident of 9/3B Sengulam 9th east street, Tirumangalam, Madurai. Herein after for the sake of brevity called "DESIGN PROJECT CONSULTANT" of the other part.

WHEREAS the college is engaged in promotion of DESIGN PATENT, as part of its activities, and selected the DESIGN PROJECT CONSULTANT to be so appointed;

- That the hereby COLLEGE the DESIGN PROJECT CONSULTANT for doing Design Patent filing by guiding students and faculty to submit their innovation and by converting it into suitable form for claiming the novelty.
- That the COLLEGE shall during continuance of this agreement pay to DESIGN PROJECT CONSULTANT a Consultant fee of Rs.67,500/- per design patent at grant level. The DESIGN PROJECT CONSULTANT undertakes to complete the project as early as possible.
- That the approximate timeline for granting Design patent is 1 month to 3 years, and the approximate time for granting design patent is 2 months to the maximum period of 2 years.
- 4. That the DESIGN PROJECT CONSULTANT is not responsible for granting DESIGN PATENT, as the final decision for granting patent on a particular invention/design depends on the controller of examination IPR.

Page 1 of 4

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MADAGALIPET, PUBLICHERRY 605 107.

- That the patent filing charges for examination may vary for First Examination Report (FER), SECOND FER and HEARING depending on the charges laid by Patent agency.
- That the College should pay all the expenditure for Patent filing.
- 7. That DESIGN PROJECT CONSULTANT is not responsible for getting patent if the management of the company terminates the DESIGN PROJECT CONSULTANT before the completion of particular projects or if there is any outstanding in the payment for particular Projects.
- That the College should pay the charges if they request for redesign/advanced application/ service of a particular project after the completion of the project.
- 9. That the College should provide the POWER OF ATTORNEY to on behalf of DESIGN PROJECT CONSULTANT, it is an authorization to represent the applicant in the Patent office, which shall be on INR 100 stamp paper. it has to be submitted at the time of filing the patent application.
- That the College should bear all the expenses if the final hearing of the project occurs in other states (other than Tamil Nadu).
- 11. That the College is responsible to pay all the patent related expenses to DESIGN PROJECT CONSULTANT till completion of filing of design patent which may take the maximum period of two years.
- In case of termination, the COLLEGE should settle all the pending payments to DESIGN PROJECT CONSULTANT.
- 13. That College should be prompt in submitting the relevant documents along with signature within the stipulated time frame enable the DESIGN PROJECT CONSULTANT to abide by the rules of the design patent filing procedure such as FER, HEARING, PATENT RENEWAL FEE etc, failing which may lead to auto termination of filing and if needed it is required to re initiate the filing procedure from the beginning stage
- This MOU is valid since March 2021 and ceases automatically if terminated from the COLLEGE.

Page 2 of 4

IN WITNESS where of the said Principal on behalf of the said COLLEGE and Mr. P.Jayakumar (DESIGN PROJECT CONSULTANT) have here unto signed at Puducherry, the day the year first above mentioned.

FOR SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL

Notecoeur 291

CHAIRMAN and MANAGING DIRECTOR,

P.JAYAKUMAR

DESIGN PROJECT CONSULTANT

Witnesses:

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MADAGADIPET, PUDUCHERRY dus 107.

Page 3 of 4

## Design Filing

Design filing service charge (Rupees)	Design Govt fee (Rupees.)	FER Service Charges (Rupees	HEARING Service Charges (Rupees)	Project Type Applicant name
67,500	1000 * Govt fee	15,000	10,000	Individual name 68,500 *

Incase of FER or Hearing extra charges apply.

1. 50% advance during form signing. Remaining amount after grant.

#### 2. BILL NEED GST extra

PLACE: Pondicherry

DATE : 29.4.2021

P. Jaya Kumar)

TRUE COPY ATTESTED age 4 of 4

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HASPITAL KALITHEERTHALKUPAAM, MADAGADIPET, PUGUCHERRY-505 107

# GOVERNMENT OF PUDUCHERRY DIRECTORATE OF HEALTH AND FAMILY WELFARE SERVICES

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into at Puducherry on 15th March 2023 by and between the President of India represented by the DIRECTOR OF HEALTH AND FAMILY WELFARE SERVICES, Government of Puducherry (first party) which expression shall unless repugnant to the context or meaning thereof, include its successors in Office and assign of the one part; and SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY which expression shall unless repugnant to the context or meaning thereof, include its successors in Office and assign of the other part;

The Directorate of Health and Family Welfare Services, Puducherry and Sri Manakula Vinayagar Medical College and Hospital, Puducherry is herein after referred to collectively as the "parties and individually as the party".

#### 1. Preamble:

This Memorandum of Understanding between parties is to provide round the clock Health Care to the residents of Union territory of Puducherry.

#### 2. Objective:

To adopt Primary Health Centres as mentioned below by the Private Medical College viz. Sri Manakula Vinayagar Medical College and Hospital, Puducherry to run two shifts per day i.e. Morning (8AM to 2PM) and evening (2PM to 8PM), as the case may be for providing round the clock Health Care to the residents of Union territory of Puducherry.

Name of the Medical Institution	Primary Health Centres adopted
	PHC Thirubhuvanai: 8AM to 2PM and 2PM to 8PM
Hospital, Puducherry	PHC Thirukannur: 8AM to 2PM and 2PM to 8PM

#### 3. Details of Understanding:-

The Parties, after due consideration and consultation of various aspects have arrived at the following understandings on the roles and responsibilities to be fulfilled by them in executing the Memorandum of Understanding:-

#### (a) Role and Responsibilities of Medical College:-

(i) The Medical College will run two shifts per day i.e. Morning (8AM to 2PM) and evening (2PM to 8PM) at the PHCs of Thirubhuvanai and Thirukannur.

(ii) The Medical College will post Medical Officers, Nursing personnel and Paramedical staff as the case may be.

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- (iii) The Medical Officers, Nursing personnel and Paramedical staff have to perform the duties attached with the Primary Health Centres viz. Thirubhuvanai and Thirukannur in providing routine and emergency medical care to the patients as per the instructions of the Deputy Director (Public Health), Government of Puducherry.
- (iv) It is the responsibility of the Medical College to post a substitute for Medical Officers or Nursing personnel or Paramedical staff deputed by them at Primary Health Centres, in case when they are on leave.
- (v) The Medical Officer posted by the Medical College, have to attend Court for the MLC issued by him or by the representative of the Medical College.

#### (b) Role and Responsibilities of Directorate of Health and Family Welfare Services, Puducherry:-

- (i) The Directorate will ensure smooth handing/taking over the duties and responsibilities between Medical Officers during change of shift.
- (ii) All the existing Government staff will be retained in the Primary Health Centres and the vacant posts will be filled.
- (iii) The Medical Stores with expandable and non-expandable equipments, reagents, chemicals, vaccines, appliances etc., will be supplied by the Directorate as usual.
- (iv) Existing ambulances will be permitted to be retained in the Primary Health Centres and their repair and maintenance and consumption of fuel will be provided by the Government of Puducherry.
- (v) Infrastructure including the building and the premises will be maintained by the Government of Puducherry. Payment of Electricity bills, Telephone bills and other bills will be paid by the DHFWS, Puducherry.
- (vi) Monitoring of National Health Programmes will be done by the Directorate of Health and Family Welfare Services in collaboration with Department of Community Medicine of the Medical College under the administration and supervision of Deputy Director (Public Health) and Deputy Director (Family Welfare & Maternity Child Health).
- (vii) Issue of permission to utilize the Primary Health Centres for training purpose, mandatory licences and permits will be done by the Directorate of Health and Family Welfare Services.
- (viii) All the existing Nurses, Paramedical staff and other staff will be under the Administrative control of the Deputy Director (Public Health) and the day to day function, attendance, grant of leave will be taken care by the Department of Community Medicine of the respective Medical Colleges. Taking action on the delinquent Government servant will be done by the Directorate of Health and Family Welfare Services based on the report received from the Medical College.

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#### 4. Grievance redressal mechanism for employees:-

A Committee for redressing the grievance will be formed with the following composition:

1	Deputy Director (Public Health)	
726		Chairman
2.	Medical Officer of the Primary Health Centre	Member
3.	Representative of the Medical College or Medical Officer posted by the College	Wichioei
	The College of Medical Officer posted by the College	Member

#### 5. Dispute Settlement:-

Any dispute arising out of the MoU, and in the course of execution of the Roles & Responsibilities stipulated in the MoU, the same shall be settled by discussion which will be between the Director of Health and Family Welfare Services, Puducherry and the representative from the Private Medical College. The decision of the Secretary (Health) shall be final.

#### 6. Termination of MoU:-

The commitments set out in the MoU shall not generally be suspended or terminated, unless upon non-compliance with any one of the above mentioned commitments or a negative assessment of compliance. However, both the parties can decide to terminate the MoU with mutual consent or with one month written notice given on either side.

#### 7. Period of MoU:-

The Memorandum of Understanding will be in force for a period of two years from the date of signing of MoU, unless terminated by mutual agreement by the parties.

IN WITNESS WHEREOF, the parties hereto have caused to be signed in their respective names as of the day, month and year first above written.

(Dr. G. SRIRAMULU)

For and on behalf of the President of India represented through the Director, Directorate of Health and Family Welfare Services, Puducherry.

Witnesses:

(Dr. R. MURALI) DEPUTY DIRECTOR (PUBLIC HEALTH),

DHFWS.

Puducherry.

(Tmt. P. SAVITHIRI)

OFFICER ON SPECIAL DUTY (HEALTH),

DHFWS.

Puducherry.

For and on behalf of Sri Manakula Vinayagar Medical College and Hospital, Puducherry.

(Dr. G. KALAISELVAN, M.D.) Professor, Department of Community Medicine, Sri Manakula Vinayagar Medical College and Hospital Puducherry

SRI MANARULA VINTAGAR MEDICAL COLU-TINSPITAL KALITHEZRI HALKUPPAM, MADAGALIPE I, PUDUCHERRY-805 107.

Confidential & Privileged Dr. Lal PathLabs Limited

#### AGREEMENT

This Agreement ("Agreement") is executed on to day of February 2022.

#### BY AND BETWEEN

Dr. Lal PathLabs Limited, a public limited Company incorporated under the Companies Act, 1956, having its Registered Office at Block E, Sector-18, Rohini, New Delhi - 110085 and Corporate Office at 12th Floor, SAS Tower, Tower B, Medicity, Sector 38, Gurugram-122001, Haryana represented through its authorized representative (hereinafter referred to as "LPL" which expression, unless repugnant to the context and meaning thereof, would include its subsidiaries, associates, affiliates and assigns in interests and permitted assigns) of the One Part;

#### AND

Sri Manakula Vinayagar Medical College & Hospital (SMVMCH) having its Registered Office / Principal place of business at Kalvi Vallal N.Kesavan Salai, Kalitheerthalkuppam, Madagadipet, Puducherry - 605107, represented through its authorized representative (hereinafter the "Second Party" which expression, unless repugnant to the context and meaning thereof, would include its Administrators, Representatives, Successors in interests and permitted assigns) of the Other Part.

LPL and the Second Party are collectively referred to as "Parties" and individually as a "Party".

#### RECITALS:

- WHEREAS LPL is a renowned provider of diagnostic and related healthcare tests and services in India for almost seven decades and through its integrated nationwide network consisting of State of the Art National Reference Laboratory at Sector 18, Rohini, New Delhi and other Labs/Patient Service Centre (PSC's)/Collection Centre (CC's), offer patients and healthcare providers a broad range of diagnostic and related healthcare tests and services for use in core testing, patient diagnosis and the prevention, monitoring and treatment of disease and other health conditions;
- b) WHEREAS, LPL has obtained accreditation from National Accreditation Board for Testing and Calibration Laboratories (NABL) and College of American Pathologists (CAP) besides being awarded ISO 9001:2015 certifications, as a mark of its superior quality services;
- c) WHEREAS, the Second Party is operating a multi-disciplinary NABH Accredited Super-specialty Hospital with diagnostic services under the name and style of "Sri Manakula Vinayagar Medical College & Hospital";

Page 1 of 11

REFINANCIAL VINAÇAGAR MEDICAL COLLEGE & HUSPITAL KALITHEERTHALKUPAAM, MADAGADIPET, PUBUCHERRY-605 1

-605 107.

If test results are alarming or unexpected, client is advised to contact the laboratory immediately for possible remedial action. @ Tests conducted at National Reference Lab, New Delhi, a CAP [7171001], NABL [MC-2113] and ISO [FS 60411] accredited laboratory

Confidential & Privileged Dr. Lal PathLabs Limited

- d) WHEREAS, LPL intends to avail the laboratory services of the Second Party in the events of any breakdown/maintenance of the instruments or equipments, any operational requirements or any other reason whatsoever, in accordance with the terms and conditions of this Agreement;
- WHEREAS, LPL is satisfied that the Second Party possesses knowledge, authority, technical framework, trained manpower and expertise to provide the laboratory services; and
- f) WHEREAS, the Parties are desirous of entering into this Agreement, on the terms and conditions as set forth herein.

#### NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### 1. DEFINITIONS

- 1.1 "Agreement" shall mean collectively this Agreement, and any annexure to this Agreement as amended from time to time in accordance with the terms of this Agreement. No acknowledgements, confirmations and other communications will supplement or modify any term of the Agreement unless signed by duly authorized representatives of both the Parties to the Agreement.
- "Confidential Information" shall mean and include the subject matter and the terms and conditions of this Agreement, all proprietary, commercial, technical and/or business related information and/or data, any and all lists (including and not limited to list of customer/ doctors/ consultants/ vendors/ agents/ supplier), any information relating to a patient (including contact details, medical history, details of illness, treatment undergone, etc.) whether provided/ shared in written, graphic, oral, or other tangible or intangible form, including such other information which because of the circumstances of disclosure or the nature of the information itself, is deemed to be proprietary and confidential.
- 1.3 "Laboratory" shall mean the laboratory established by the Second Party at SMVMCH at its premises located at Kalvi Vallal N.Kesavan Salai, Kalitheerthalkuppam, Madagadipet, Puducherry – 605107.
- 1.4 "Personal Information" shall mean any information or set thereof that identifies, or is used by, or on behalf of, the Parties to identify an individual came for pathology & diagnostic tests, including without limitation the Parties employees. The personal information, including the individual's name, age, address (including postcode), telephone number and/or email address will be used solely in connection with the diagnostic test and Services.
- 1.5 "Sample" means the patient samples, viz. blood, urine, plasma stool, serum, bone marrow, material for biopsy, body fluids, tissues etc.
- "Services" shall mean conducting pathological investigations of the Sample collected from the patients/customers of LPL and delivered at the Laboratory of the Second Party under the terms and conditions of this Agreement.

#### 2. SCOPE OF SERVICES

Page 2 of 11

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MADAGADIPET, PUDUCHERRY-605 107.

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- 2.1 For reasons as specified in Clause D of the recitals of this Agreement, LPL shall arrange to send the Samples at the Second Party's Laboratory for the testing.
- 2.2 The Second Party post receiving the Sample shall do the pathological testing at its Laboratory and arrange to provide the test report to LPL in a manner as may be mutually agreeable to both the Parties.

#### 3. TERM

This Agreement shall be valid for a period effective from 15.12.2021 till 01.12.2023 (hereinafter referred to as "Term") unless terminated in accordance with the termination clause of this Agreement.

#### 4. REPRESENTATIONS & WARRANTIES

Each Party represents and warrants to the other Party as on the date of the execution of this Agreement, that:

- it has all requisite power and authority to execute, deliver and perform this Agreement and the terms and conditions contained herein.
- (b) the Parties represent that all applicable laws statutory, regulatory and local compliances including but not limited to Shops & Establishment Act, Prevention of Defacement of Property Act, Clinical Establishment Act etc., required licenses, permits and certificates as may be required under Central, State or Local Laws for running its Laboratory and for its employees or persons engaged by the Party and such other permissions/ approvals for Services to be provided shall be complied by the Parties. The Party shall promptly provide the other Party, any information, records and registers maintained under any Labour Law or any other Law for the time being force as may be required. In the event, the Parties require immediate access to information, records and registers for regulatory or judicial reasons, the Parties shall take such necessary steps to ensure that such information, records and registers are handed over to the other Party immediately. In case of any non-payment, which includes but not limited to the salary, claim, amount, etc., the Party shall have no claims whatsoever against the other Party and in no circumstances, the other Party shall bear any cost due to such failure of the Party.
- (c) the Parties represent and warrant that the Parties shall be responsible to meet and comply any/all applicable compliances as are necessary under the Central and/or State/ and/or Local and/or Pollution Control Board (CPCB/SPCB) including but not limited to compliances under Bio Medical Waste (Management and Handling) Rules.
- (d) the Second Party represents that it shall maintain National Accreditation Board for Hospitals and Healthcare Providers (NABH) Certification at all times during the Term of this Agreement.
- this Agreement has been validly executed and delivered and constitutes a legal, valid and binding obligation on such Party.

Page 3 of 11

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- (f) the execution, delivery and performance of this Agreement does not in any way conflict or violate any provision of law, rule, judgment, order or any other contract applicable to such Party.
- (g) it has no outstanding commitments, liabilities or obligations, contractual or otherwise, which would in any material respect conflict with or impede its ability and right to enter into this Agreement or fulfill any and all of its obligations hereunder, or to conduct the business contemplated hereby.
- (h) it is not subject to any existing, pending or threatened litigation or other proceeding which could have a material adverse effect on its ability to fulfill its undertakings and obligations in terms of this Agreement.
- (i) the above representations and warranties shall be continuing and deemed to be repeated as long as this Agreement is in force.

#### 5. RESPONSIBILITIES AND OBLIGATIONS OF THE SECOND PARTY

The Second Party shall:

- 5.1 render the Services by conducting the diagnostic tests of the Sample as covered under Appendix 1 within prescribed/agreed turn-around time ("TAT") (calculated from the sample receipt by the Parties) and issue a test report;
- 5.2 send the test reports to LPL as per agreed TAT in a PDF/word document on their report paper, which LPL may amend/copy/publish it on its report paper;
- 5.3 keep LPL informed in writing and on a regular basis, or in such intervals as may be requested by LPL, about the status of Sample from receipt to report generation;
- 5.4 ensure that its personnel rendering Services are trained with regard to best industry standard practices;
- 5.5 shall ensure that its personnel shall maintain the integrity of the Sample and shall in no circumstance contaminate the Sample;
- 5.6 ensure the compliances with all applicable laws in rendering the Services;
- 5.7 in case, the Second Party is unable to process the tests for Sample delivered by LPL, the Second Party shall inform the same to LPL within 2 hours from the receipt of Sample;
- 5.8 in no way do anything to prejudice prescribed standards of quality which can impact and reputation of LPL;
- 5.9 ensure not to act/do anything which prejudicially affects or affects the name/brand/image of LPL in the eyes of public;

Page 4 of 11

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MADAGADIPET, PUDUCHERH 305 107

- 5.10 ensure to perform the Services in a competent and professional manner with all reasonable skill, accuracy and care in accordance with good industry practice and the Services shall be performed by individuals who have sufficient training, expertise for the Services; and
- 5.11 along with its affiliates or subsidiaries ensure compliance all applicable laws including but not limited Prevention of Corruption Act, 1988 and Prevention of Corruption (Amendment) Act 2018, Information Technology (Amendment) Act, 2008, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 or any other applicable legislations and amendments thereof.
- 5.12 shall provide certification to LPL as per the format given in Appendix 2.

#### 6. RESPONSIBILITIES AND OBLIGATIONS OF LPL

- 6.1 at its own cost, arrange to send the Sample to the Laboratory of the Second Party as and when required, accompanied with duly filled-in 'Test Requisition Form' of each patient/ customer either filled manually or electronically.
- 6.2 use its own consumables including vacuum evacuated tubes, syringes, needles etc. for collection of Samples;
- 6.3 shall employ a qualified, trained and certified phlebotomist HSSC certified, who should be either CMLT/DMLT/BMLT for collection and handling of Samples;
- 6.4 shall ensure that its personnel shall maintain the integrity of the Sample till the time sample is handed over to the Second party and shall in no circumstance contaminate the Sample.

#### 7. CONSIDERATION

In consideration of providing the Services under this Agreement, LPL shall make the payment of fees in accordance with rate list as mentioned in **Appendix 1** of this Agreement.

#### 8. FORCE MAJEURE

- 8.1 Notwithstanding anything contained in this Agreement, both the Parties shall not be liable for damages or otherwise for any failure or delay in the performance of any of their respective obligations hereunder caused by earthquakes, floods, storms, Acts of Terrorism, Acts of God, governmental actions or regulations rendering curtailment, equipment breakdown or by reason of any other similar or dissimilar causes beyond the reasonable control of the Parties (hereinafter referred to as "Force Majeure Events").
- 8.2 A Party affected by Force Majeure Events, shall give the other Party written notice describing the particulars of the Force Majeure as soon as reasonably practicable after its occurrence but not later than 10 (Ten) days after the day on which such Party knew of the commencement of Force Majeure or of its effect on such Party.

Page 5 of 11

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8.3 In the event that performance in whole or part of any obligations under this Agreement is prevented or delayed by reason of such Force Majeure Events for a period exceeding 30 (Thirty) days, the Parties, at its option can terminate the Agreement.

#### 9. RELATIONSHIP

This Agreement is only on principal-to-principal basis and does not give rise to any principal and agent relationship or joint venture between the Parties. Nothing stated in this Agreement will authorize or permit either party to represent or act as or plead any such relationship.

#### 10. TERMINATION

- 10.1 Either Party may terminate this Agreement by giving 30 (Thirty) days prior notice in writing to other Party without assigning any reason.
- 10.2 Either Party may terminate this Agreement at any time during the Term of this Agreement on mutual consent between the Parties.
- 10.3 Further, without prejudice to the foregoing, LPL reserves the right to terminate this Agreement immediately, in case the Second Party:
  - (a) breaches any obligation / responsibilities under this Agreement which it fails to rectify within 15 (Fifteen) days of notice from LPL; or
  - (b) commits any act or omission which may impair the reputation of LPL or harm its image or goodwill in the market; or
  - (c) in the event of an insolvency, bankruptcy, administration, receivership, liquidation, winding up, merger or amalgamation or any other similar process or event etc.

#### 10.4 Effects of Termination:

- (a) any termination of this Agreement, as aforesaid, shall not relieve Second Party of any rights, obligations and liabilities accrued prior to the date of termination;
- (b) the Second Party shall forthwith return all records, documents, data, information, Confidential Information whether stored manually or electronically relating to the Services rendered by it. For the avoidance of doubt, any Confidential Information that is stored on routine back-up media solely for disaster recovery and that is subject to destruction in the ordinary course of business at regular intervals will be deemed to have met the foregoing requirement; and
- (c) LPL shall be under no obligation to make payment to the Second Party other than for the Services actually rendered prior to serving the termination notice and which have not been paid or accounted for.
- 10.5 All clauses that by nature require survival of this Agreement shall survive the termination of this Agreement.

#### 11. INDEMNITY

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- 11.1 The Second Party shall indemnify, keep indemnified and hold harmless, LPL against all liabilities, actions, claims, damages, costs, levies, penalties, losses and expenses (including legal costs on a full indemnity basis) suffered or incurred by LPL, directly or indirectly, as a result of or connected with:
  - (a) If Services not being available during the Term for any reason whatsoever, other than reasons of Force Majeure;
  - (b) non-compliance with any applicable laws in relation to the Services being provided by the Second Party;
  - any misrepresentation or any breach of obligations, representation or warranty terms and conditions contained in this Agreement;
  - (d) any liability/ penalty/ claim/ damages imposed upon LPL by any Government Authority for noncompliance of the applicable laws; and
  - (e) for any wrong report due to willful misconduct or negligence by the Second Party or its employees;
- 11.2 Notwithstanding anything contained hereinabove, Second Party shall be liable for all claims, case, complaint lodged by any patients/customer/clients to LPL, losses or expenses due to issuance of faulty/wrong test investigation/ reports or mishandling, theft, leakage, spillage etc. of the sample, which affected the integrity of the sample.

#### 12. CONFIDENTIAL INFORMATION

- 12.1 This Agreement shall be private and confidential and the Parties hereto shall not disclose or divulge the Confidential Information hereof to any third party (except as required under law, and to their professional advisors/auditors and the like) except with the written consent of the other Party. Both the Parties hereby undertake that they shall not, at any time, whether during the Term of this Agreement or after its termination, divulge any Confidential Information including Personal Information (detailed below) of customer/patient in relation to this Agreement to any other/third Party and would adhere to below mentioned Data Privacy and Security in compliance to this Agreement.
- 12.2 Notwithstanding the termination of this Agreement, this Clause on Confidential Information will survive for a period of 5 (Five) years, whichever is earlier.

#### 13. DATA PRIVACY AND SECURITY

The Second Party shall, throughout the Term of this Agreement:

(a) collect, use and disclose Personal Information only in accordance with the applicable laws and regulations, including but not limited to the Information Technology (Amendment) Act, 2008, Information Technology (Reasonable Security Practices and Procedures and

Page 7 of 11

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MECICA COLLEGE & HOSHIFAL

KALI HEERTHAL KUPPAIN

MADAMADIPET, PUDUCHERRY-603 107.

Sensitive Personal Data or Information) Rules, 2011 and amendments thereof and rule, regulations & guidelines under the Telecom Regulatory Authority of India or any other legal enactment dealing with protection of Personal Information and data under this Agreement;

- (b) maintain the accuracy, secrecy and integrity of the Personal Information;
- (c) implement all reasonable safeguards, as appropriate for the sensitivity of the information, to protect Personal Information from loss, misuse, and unauthorized access, disclosure, alteration or destruction, including without limitation implementation and enforcement of administrative, technical and physical security policies and procedures, using encryption or equivalent measures in connection with any transfer, communication or remote access connectivity involving Personal Information, as permitted or authorized herein and provide training of all staff responsible for handling Personal Information on the requirements set forth in this Clause:
- (d) cooperate with the LPL to respond to any inquiries regarding practices related to the collection, use, and disclosure of Personal Information or any requests to access and correct Personal Information in accordance with applicable law and policies;
- (e) obligate any third party agent or subcontractor or outsourced phlebotomists to adhere to the standards as described in this Clause; and
- (f) be fully responsible and accountable if it violates applicable privacy, security and data protection laws, rules and regulations.

#### 14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 Both Parties shall not use the name, trademark or any proprietary material of each other, directly or indirectly in any promotional or advertising material either tangible or intangible, without the express written consent of the other.
- 14.2 The Parties may permit the cobranding of their marketing material and such permission must be granted in writing. Upon termination of this Agreement the parties may not continue to advertise and promote using the other's trademarks and trade names.

#### 15. GOVERNING LAW AND ARBITRATION

15.1 In the event of disputes, differences or controversies between the Parties arising out of this Agreement or any matter incidental thereto, during its Term or after completion, the same shall be resolved by mutual discussions and negotiations, failing which such disputes, differences or controversies shall be referred to arbitration, to be conducted by an independent Arbitrator appointed by mutual consent of the Parties. The Arbitrator so appointed shall act as a sole Arbitrator and the arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral award shall be final and binding upon the Parties. The venue and seat of arbitration shall be at New Delhi and the arbitration proceedings shall be conducted in English language. The cost of arbitration shall be borne in equal halves by both the Parties.

Page 8 of 11

SRIMAN A POLA GAR MEDICAL COLLINGE POLAL KALITHER THALKUM AM, MADAGADIPET, PUDUCHERN 805 107.

15.2 This Agreement shall be governed by and construed according to the laws of India, without reference to its principles of conflict of laws. Both the Parties agree to submit to the exclusive jurisdiction of the courts in the City of Delhi.

#### 16. MISCELLANEOUS

- 16.1 Subject to point no. 3 of Appendix 1, this Agreement can be modified, supplemented or amended only by a written agreement executed by both Parties.
- 16.2 Nothing in this Agreement authorizes the Second Party to make any contract, agreement, warranty, or representation on LPL's behalf, or to incur any debt or other obligation in LPL's name.
- 16.3 In case the Party intends to transfer/assign its rights under the present Agreement in favour of any third party, it shall seek prior written consent of the other Party, which shall not be unreasonable withheld.
- 16.4 The terms and conditions as mentioned in the Annexures form an integral part of this Agreement and in case of discrepancy between the Agreement and Annexures, the provisions contained in the Annexures shall prevail over the Agreement.
- All notices or other communications required to be given in connection with this Agreement, shall be in writing and shall be sent through Registered Post A/D or Speed Post and by Hand or Commercial Courier, addressed to the intended recipient at its address, set out in this Agreement above.
- 16.6 A Party may, from time to time, notify the other of its change of address in accordance with this Clause vide email.
- 16.7 This Agreement is executed in two counterparts & both being original, each of which when so executed and delivered shall be an original hereof.
- 16.8 This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between LPL and the Second Party with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have set up their respective hands and seals on the day, month and the year first above written.

FOR AND ON BEHALF OF DR. LAL PATHLABS LIMITED

FOR AND ON BEHALF OF SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL (SMVMCH)

Authorized signatory

//

WITNESSES:

Page 9 of 11

Authorized signatory OVINDAN, M.D.

DIRECTOR SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL MADAGADIPET, PUDUCHERRY- 605 107

TRUE COPY ATTESTED

SRI MANALO MAGAR
MEDICAL COLLEGE MAGAR
KALITHEETTINAL MAGARINA,
MADAGADIPET, PUDUUNIAKKA GUS 1107.

Name: Dr. PRABHAKARAN . C Name: Dr. S. ASMATHULCIA

Address: 62, Mariamman Koil St. Address: No 2. IT Mani Road

Produpet, Lawspet

Ronditherry - 605000 APPENDIX1

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#### PAYMENT TERMS AND CONDITIONS

 LPL shall make the payment of fees for the Services rendered by the Second Party as per below mentioned rate list:

Name of the Test	Rate in INR (Per Test)

- The Second Party shall raise monthly invoice on LPL for rendering of the Services and LPL shall
  make the payments within 30 (thirty) days of receipt of invoices from the Second Party for
  undisputed amount under this Agreement.
- The Second Party shall deliver and issue the diagnostic test reports within 4 hours (TAT) of receiving the sample by LPL at its Laboratory.
- Any revision or modification in the number/type/rates of tests, which may be necessitated, would be mutually agreed in writing over an email, which will form part of this Agreement.
- The fees shall be exclusive of applicable taxes in connection with the Services provided by the
  respective Party.

Page 10 of 11

TRUE COPY ATTESTED

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KALINE ERESAN YUPAM,

#### APPENDIX 2

#### CERTIFICATION

#### Dr. Lal PathLabs Limited

No.209/5A, First Floor of City Plaza Building, NH 45A Villupuram Main Road,

Balaji Nagar, Oulgaret, Pondicherry - 605010

#### TO WHOMSOEVER IT MAY CONCERN

This is to certify that **Dr. Lal PathLabs Limited** owned Laboratory situated at No.209/5A, First Floor of City Plaza Building, NH 45A Villupuram Main Road, Balaji Nagar, Oulgaret, Pondicherry – 605010, sends all its pathological samples (as per list attached) to, **Central Laboratory – Sri Manakula Vinayagar Medcal College & Hospital** situated at **Kalvi Vallal N. Kesavan Salai**, **Kalitheerthalkuppam**, **Madagadipet**, **Puducherry – 605 107** for testing, in case of any instrument breakdown at their Laboratory premises.

Results of all the samples tested at Central Laboratory – Sri Manakula Vinayagar Medcal College & Hospital, situated at Kalvi Vallal, N. Kesavan Salai, Kalitheerthalkuppam, Madagadipet, Puducherry – 605 107 are kept confidential at all times.

This Agreement is valid period effective from 15.12.2021 till 01.12.2023, unless terminated in accordance with the termination clause of this Agreement.

Dr.D.Rajagovindan,

Director,

Manakula Vinayagar Medical College& Hospital,

Puducherry.

Dr. S. Norton Stephen

Chief of Lab

Dr. Lal PathLabs Ltd.

Puducherry.

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TRUE COPY ATTESTED

SRI MANAGERA VILVAGAR
MEDICA I GILEGE & SPITAL
KALI FERI PHACKUIPAM,
MADAGADIPET, PUDUCHERAY-605 107

Page 11 of 11



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- : SRI MANAKULAVINAYAGAR MEDICAL COLLEGE AND HOSPITAL
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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 1<sup>st</sup> April 2021 between Sri Manakula Vinayagar Medical College and Hospital, Puducherry being represented by the Chairman and Managing Director, Sri Manakula Vinayagar Medical College and Hospital, Puducherry – 605 107 herein after called as the party on the First Part which

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CHAIRMAN AND MANAGING DIRECTOR
Sri Manakula Vinayagar Medical College and Hospital
Kalitheerthalkuppam, Puducherry - 605 107.

TRUE COPY ATTESTED PONTO

SRI MANGALA INAYAGAR MEDICAL CONTROL OFFIAM, KALITHERRING UPFIAM, MADAGADIPET, PUDUCITARKY-605 107. term shall mean and include their respective Heirs, Legal Representatives, Executors, Administrators and Assignees

AND

Inspera Education and Healthcare Pvt.Ltd represented by the Dr.Sharmila, M.D.,M.Phil, Founder and Managing Director of Inspira Skills No. 3-I, Vantage Plaza, No. 1, LB Road & MG Road, Thiruvanmiyur, Chennai – 600041 herein after called as the party on the Second Part which term shall mean and include their Heirs, Legal Representatives, Executors, Administrators and Assignees.

#### Background:

Sri ManakulaVinayagar Group of Institutions offer courses in Medicine, Engineering, Nursing, Polytechnic and Education offering 52 courses. Our campus spread across 225 acres of land with built up area of more than 25 Lakhs square feet to grown it. We have more than 12500 students, 2500 employees, 150 buses, hostel accommodation for 2000 students and more than 200 staff quarters.

With the Vision To impart holistic, evidence based medical education, quality patient care and ethical research to become globally recognized centre of excellence. Now the organization wishes to take its vision international and has reached out to Inspera Education & Healthcare Pvt Ltd to assist in the process.

Inspera (formerly SEHPL, founded in 2015) is a consulting firm specialising in increasing the Revenue, Reach and Reputation of Leading Academic Institutions. We have also worked closely with over 18,000 students from 42 different countries helping them build their Global Careers.

Our Core Focus areas include- Strategic Consulting, Skilling Program Development, Leadership Coaching and International Collaborations.

#### Objective:

- To increase Reach of Sri Manakular VInayagar Medical College and Hospitals National & International Collaboration
- 2. To increase Sri ManakularVInayagar Medical College and Hospital's Global Brand Reputation to increase Student admission.
- 3. Improve overall Ranking scores for Sri ManakularVInayagar Medical College and Hospitals through the outcomes of the various collaborations
- 4. Leading to increased tuition and non-tuition Revenue.

#### Methodology:

- 1. Assist in Faculty Collaborations
  - a. Expert Faculty Series leading to collaborations
  - b. Student program development
- 2. Assist in University Collaborations
  - a. Student exchange program
  - b. Faculty Development programs
- 3. Assist in Industry collaborations
  - a. Focus on Internships
  - b. Focus on technology in medicine

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CHAIRMAN AND MANAGING DIRECTOR Sri Manakula Vinayagar Medical College and Hospital Kalitheerthalkuppam, Puducherry - 605 107. TRUE COPY ATTESTED

MEDICA COLLEGE & HOSPITAL MEDICA COLLEGE & HOSPITAL MADAGADIPET, PUDUCHERRY-605 107.

#### **Expected Direct Outcomes:**

- 1. Expert guest lecture at 12 so as to increase the interactions which will help us score better in the
- Signing of MOU for joint program offerings 2
- 3. Signing of MOU with Industry - 2
- 4. Additional offerings as value add with no additional cost from our side Inspera
  - a. Inspera recommend the college for international awards & brand recognition ( PR costs at actuals to be borne by the college)
  - b. Inspera assist with finding publication opportunities
  - c. Inspera assist with finding consultancy opportunities to improve ranking
  - d. Inspera assist in conducting Conference with invited International speakers

#### Requirements from College

Dedicated core team to make sure that implementation of the recommendations happen within the timeline given the fact that we need to start the process and show proof of our concepts to the Ranking Inspectors

#### Timelines:

From the initiation to successful implementation leading to the expected outcomes - 6 months. Based on successful outcomes we may decide the next course of the association and further plan of scaling.

#### **Professional Fees:**

- Professional fees will be INR 1Lakh per month for 6 months payable at the beginning of each month.
- As desired by party one, Weekly reports will be provided via email with a proper plan of action for the next week
- Out of Pocket expense (travel, technology) if any, as actuals with prior approvals

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals, on the day, month and year first herein above written.

For and on behalf of Sri Manakula Vinayagar Medical College and Hospital, Puducherry - 605 107

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Shri,M.DHANASEKARAN CHAIRMAN AND MANAGING DIRECTOR

For and on behalf of Inspera Education & Health Care Pvt.Ltd Chennai

> Dr.SHARMILA MANAGING DIRECTOR

Witness:

Signature: Dr. D. RAJAGOVINDAN, M.D. DIRECTOR

Designation: SRI MANAKULA VINAYAGAR
MEDICAL COLLEGE AND HOSPITAL MADAGADIPET, PUDUCHERRY-605 107.

(2)

Signature: Or. KAGNE. R.N

DEAN Designation: SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM,

PUDUCHERRY-605107.

Witness:

(1)

Signature:

Designation:

OPY ATTESTED Signature

Designation:

BRI MANABULA VINATAGAR MEDICAL COLLEGE BROSSITAL KALITHEERT HAL KUPPAM. MADAGADIPET, PUDUCHERRY 695 107.



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: INSPERA EDUCATION AND HEALTHCARE PVT LTD

: SRI MANAKULAVINAYAGAR MEDICAL COLLEGE AND HOSPITAL

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ME SEE PUDUCHERRY-605 107.

term shall mean and include their respective Heirs, Legal Representatives, Executors, Administrators and Assignees

#### AND

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Sri ManakulaVinayagar Group of Institutions offer courses in Medicine, Engineering, Nursing, Polytechnic and Education offering 52 courses. Our campus spread across 225 acres of land with built up area of more than 25 Lakhs square feet to grown it. We have more than 12500 students, 2500 employees, 150 buses, hostel accommodation for 2000 students and more than 200 staff quarters.

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  - b. Faculty Development programs
- 3. Assist in Industry collaborations
  - a. Focus on Internships
  - b. Focus on technology in medicine

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- 3. Signing of MOU with Industry 2
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  - Inspera recommend the college for international awards & brand recognition ( PR costs at actuals to be borne by the college)
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- As desired by party one, Weekly reports will be provided via email with a proper plan of action for the next week
- · Out of Pocket expense ( travel, technology) if any, as actuals with prior approvals

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals, on the day, month and year first herein above written.

For and on behalf of Sri Manakula Vinayagar Medical College and Hospital, Puducherry – 605 107

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Shri.M.DHANASEKARAN CHAIRMAN AND MANAGING DIRECTOR For and on behalf of Inspera Education & Health Care Pvt.Ltd Chennai

> Dr.SHARMILA MANAGING DIRECTOR

Witness:

Signature:

Dr. D. RAJAGOVINDAN, M.D. Designation: DIRECTOR

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL MADAGADIPET, PUDUCHERRY- 605 107

(2)

Signature: Dr. KAGNE. R.N
DEAN
Designation:SRI MANAKULA VINAYAGAR
MEDICAL COLLEGE & HOSPIT.

OILSRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, PUDUCHERRY-605107. Witness:

(1)

Signature:

Designation:

Signature:

Designation:

SPI MANAKULA VINCYAGAN MEDIC" - COLLEGE & HOSPITAN - AL CHLERTHALKUPPAM, MADALADIPET, PUBUCHERRY-605 10:



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#### MEMORANDUM OF UNDERSTANDING (MOU)

# ON THE PROSPECT OF BOTH THE INSTITUTIONS COLLABORATED ON DEVELOPING THE JOINT ACADEMIC AS WELL RESEARCH

This Deed of Memorandum of Understanding is executed at Puducherry on this 45 July Two thousand and eighteen between SRI LAKHSMI NARAYANA INSTITUTE OF MEDICAL SCIENCES, Puducherry being represented by the Dean, Sri Lashmi Narayana Institute of Medical Sciences, Puducherry – 605 502 herein after called as the PARTY ON THE FIRST PART which term shall mean and include their respective Heirs, Legal Representatives, Executors, Administrators and Assignees

#### And

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL Puducherry, represented by the Registrar, Sri Manakula Vinayagar Medical College and Hospital, Puducherry – 605 107 herein after called as the PARTY ON THE SECOND PART which term shall mean and Include their respective Heirs, Legal Representatives, Executors, Administrators and Assignees:

REGISTRAR
SRI MANAKULA VINAYAGAR
MEDICAL COLLEGE AND HOSPITAL
KALITHEERTHALKUPPAM, PUDUCHERRY-605107.

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TRUE COPY ATTESTED

BRI MANGGUL P VIN YAGAR
MEDICAL COLLEGE & AOSPITAL
KALTHEERT HALKUTPAM,
MADAGADIPET, PUDUCHER NY-605 107.

It is hereby agreed as follows:

- (1) The scope of MoU is to promote interdisciplinary research, impart vocational and skill oriented training and other programs to benefit students of both institutions, academic activities leading to academic excellence, interchange knowledge generation, innovative technology development, and professional skill and competence development.
- (2) That Invite visiting faculties for the mutual benefit of both institutions
- (3) That Collaboration in teaching, research and development, and consultancy studies in the field of mutual interest
- (4) That Participating in Seminars, Symposiums and other types of Academic Discussions
- (5) That Co-supervising post-graduate students
- (6) That Exchange students will be selected by mutual agreement between the institutions to use research laboratory
- (7) That Ownership of any intellectual property developed jointly during the course of this MoU shall be vested in both institutes to this Memorandum. Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same.
- (8) The Memorandum shall remain in force for a period of FIVE years commencing from the effective date <u>OA-O7-</u>2018 Institutions may extend the term by written agreement signed by both after review.
- (9) Either institution may terminate the MoU by giving written notice of six months in advance to the other institution. Once terminated, neither Sri Lakshmi Narayana Institute of Medical Sciences, Pondicherry- 605 502 nor Sri Manakula Vinaygar Medical College and Hospital, Pondicherry- 605107 will be responsible for any losses

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals, on the day, month and year first herein above written.

For and on behalf of SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, Puducherry

T. Darewarmon

Mr.T.DHATCHINAMURTHY REGISTRAR

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL KALITHEERTHALKUPPAM, PUDUCHERRY-605107.

For and on behalf of

SRI LAKSHMI NARAYANA INSTITUTE OF MEDICAL SCIENCES, Puducherry

BALAGURUNATHAN

DEAN

SRI LAKSHMI NARAYANA INSTITUTE OF MEDICAL SCIENCES OSUDU, AGARAM VILLAGE, KOODAPAKKAM POST, PUDUCHERBY: 605 502

Witness:

(1)

Signature:

Designation:

MEDICAL COLLEGE AND HOSPITAL

Kalitheerthal.upp.om Madagadipet, PUDUCHERRY - 605 107

(2)

Signature:

Designation:

PURCHASE MANAGER SRI MANAKULA VINAYAGAR

MEDICAL COLLEGE AND HOSPITAL Kalitheerthalkuppam Madagadipet, PUDUCHERRY - 605 107.

Signature:

Designation:

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Signature TRUE COPY ATTESTED

Designation:

SRI MANA AGAR OSPITAL NAM, MEDICAL MADAGADIPET, PUBLICHERRY -605 107.



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J. JAYAKA 47AB 617182 TAMP VENDOR L.NO. 17/83/07 ANNA NAGAR. CH - 40

#### MEMORANDUM OF UNDERSTANDING (MOU)

er-6000 FOR THE PROVISION OF EXCHANGE WHOLE BLOOD AND BLOOD COMPONENTS FOR THE NEEDY PATIENTS

This Deed of Memorandum of Understanding is executed at Puducherry on this 450 layers thousand and eighteen between SRI LAKHSMI NARAYANA INSTITUTE OF MEDICAL SCIENCES, Puducherry, being represented by the Dean, Sri Lakshmi Narayana Institute of Medical Sciences, Puducherry - 605 502 herein after called as the PARTY ON THE FIRST PART which term shall mean and include their respective Heirs, Legal Representatives, Executors, Administrators and Assignees

#### And

SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, Puducherry, represented by the Registrar, Sri Manakula Vinayagar Medical College and Hospital, Puducherry - 605 107 herein after called as the PARTY ON THE SECOND PART which term shall mean and Include their respective Heirs, Legal Representatives, Executors, Administrators and Assignees:

> REGISTRAR SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL KALITHEERTHALKUPPAM, PUDUCHERRY-605107.

MADAGADIPET, PUDUCH 605 107. It is hereby agreed as follows:

- (1) That the objective of this MoU is to supply / receive required blood components and its related services to a level that satisfies the requirements of the Blood Safety and Quality Regulations 2005 for the needy during emergency situation between Sri Lakshmi Narayana Institute of Medical Sciences, Pondicherry and Sri Manakula Vinaygar Medical College and Hospital, Pondicherry.
- (2) That the Blood components will be issued / received transported in accordance with the Regional/National Transfer Policy.
- (3) That the Provision of exchange of blood components when every required Supply / receive of compatible red cells.
- (4) The Duration of the MoU is from 04-07-2018 onwards until terminated by either party with mutual consent or with six months written notice given on either side.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals, on the day, month and year first herein above written.

For and on behalf of SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, Puducherry

T. Davamamounten

Mr.T.DHATCHINAMURTHY REGISTRAR

REGISTRAR SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL KALITHEERTHALKUPPAM, PUDUCHERRY-605107. For and on behalf of

SRI LAKSHMI NARAYANA INSTITUTE OF MEDICAL SCIENCES, Puducherry

Dr. K. BALAGURUNATHAN

SRI LAKSHMI NARAYANA INSTITUTE OF MEDICAL SCIENCES OSUDU, AGARAM VILLAGE, KOODAPAKKAM POST, PUDUCHERRY - 605 502

Witness:

(1)

Signature:

ADMIN MANAKULA VINAYAGAR

Designation:

MEDICAL COLLEGE AND HOSPITAL Kalitheerths/kuppan Madagadipet, PUDUCHERRY 605 107.

(2)

Signature:

Designation:

PURCHASE MANAGER SRI MANAKULA VINAYAGAR

MEDICAL COLLEGE AND HOSPITAL Kalitheorthalkuppor Madagadipet, FULULAEKKY - 605 107

Witness:

(1)

Signature:

Designation:

(2)

Signature:

ATTESTED Designation:

MEDICAL COLLECT PITAL KHP 05 107. MADAGADIPET, PUDUCHERRY

#### Memorandum and Understanding (MOU)

This Memorandum of Understanding (MoU) is executed at Puducherry on this 17th August 2022 by and between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL, PUDUCHERRY established by the Government of Puducherry in February 2006 under the provision of the Pondicherry University ACT, 1985 and represented by its Dean, Dr. R. N. KAGNE, hereinafter referred to as "SMVMCH" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the One part; and

COLLEGE OF PHYSIOTHERAPY, SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE, PUDUCHERRY, established at Puducherry in July 2020, is one of the permanent institutes of the India which is represented by its Principal, Mr. Chidambaram. R hereinafter referred to as "College of Physiotherapy, Sri Manakula Vinayagar Engineering College" (which expression shall, where the context so admits, mean and include its successors, representative and permitted assigns) of the Other Part:

WHEREAS SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL (SMVMCH), Being a premier teaching, Quality health research in medical sciences and patient care, has well qualified and professional faculty members SMVMCH with its high teacher student ratio facilities higher education for Under Graduates and Post Graduates leading to Publication, R&D activities and Public Health Services in view of its state of the art infrastructure and instrumentation facilities such as fully equipped laboratories workshops and computerized library etc.

AND WHEREAS both the Institution work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large both SMVMCH and COLLEGE OF PHYSIOTHERAPY, SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE are convinced about the mutual benefit of forging formal linkage to develop collaborate teaching and research programmes in the area of the core competence with special focus on Human Health.

TRUE COPY ATTESTED

NOW, therefore, in consideration of the premises and mutual consents hereinafter contained, the parties hither to agree as follow: SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & DOSPITAL KALITHERTHAL KUPPAM, MADAGADIPET, PUDUCHERRY-605 107

#### Objectives of the Collaboration 1.0.

1.1 To collaborate and co-operate with each other in order to enhance the quality of Teaching, Research Activities and Training.

- 1.2 To provide for exchange of faculty member/scientist and students to use to the maximum the expertise and facilities available in both institutions through training of students/staff and through exchange of thoughts by brainstorming sessions/seminars/workshops and conferences.
- 1.3 To work jointly for the common research interest at national and international level.
- 1.4 To encourage any other activities that both the institutions agree to be of mutual benefit.
- 1.5 Joint Conferences and Publications

#### 2.0. Confidentiality

- Both parties hereunder agree that any information disclosed by one part to the other while carrying out collaborative activities this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.
- 2.2 All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.
- 2.3 To treat in confidence and disclose to any third party any compounds under study, provide access to the compounds information accompanied or related to the compounds, research results and data other than by way of their parents.
- 2.4 This agreement constitutes the understanding between SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL AND COLLEGE OF PHYSIOTHERAPY, SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE supersedes all prior discussion / agreement with respect to this matter and may be modified only with the concurrence of both the parties.

#### 3.0. Financial Commitment

TRUE COPY ATTESTED

3.1 This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, EXCENTELAGE & HOSPITAL may be provided in activity – specific agreement (s) that may be entered into subsequently.

#### 4.0 Term and Termination

- 4.1 This Memorandum of Understanding will be in force for a period of FIVE (5) years from the date of signing of the same and thereafter may be renewed for further period subject to such other terms and conditions as may be mutually agreed upon.
- 4.2 Notwithstanding sub-clause 4.0., this MoU may be terminated by either party by issuing a one month notice in writing to the other party prior to the desired termination date. However, both parties agreed that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of the termination.
- 4.3 That in case of any dispute, efforts to be made to resolve it through conciliation failing which it will referred to a self-arbitrator appointed by the Dean of Sri Manakula Vinayagar Medical College and Hospital, the venue may be at Puducherry, or the Principal, COLLEGE OF PHYSIOTHERAPY, SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE, Puducherry (UT).
- 4.4 The term of the agreement will commence from the effective date. All unforeseen events / developments will be resolved by discussions and mutual agreements whereby both parties are equally benefited. Termination of this agreement can be made by either party by intimation to the other. Upon termination, either party upon request to the other will destroy any unused compounds, information and unpublished data and results.

#### 5.0. Intellectual property rights

Information of research results and scientific material (reports, article, and books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by SMVMCH during the course of this agreement shall be owned by SMVMCH. All intellectual property solely conceived and/or developed by COLLEGE OF PHYSIOTHERAPY, SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE during the course of this agreement shall be owned by COLLEGE OF PHYSIOTHERAPY, SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE. Intellectual property jointly conceived and/or developed by SMVMCH and COLLEGE OF PHYSIOTHERAPY, SRI MANAKULA VINAYAGAR ENGINEERING ENGINEERING COLLEGE will be jointly owned by SMVMCH and COLLEGE OF PHYSIOTHERAPY, SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE WILL WINAYAGAR ENGINEERING WILL WINAYAGAR ENGINEERING COLLEGE WILL WINAYAGAR ENGINEERING CO

Each property may use such property for research and scholarly purposes with prior information to the other party and with their consent. SMVMCH and COLLEGE OF PHYSIOTHERAPY, SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE agree to collaborate towards the protection, if appropriate and application of such intellectual property for commercial for other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

#### 6.0. Research Publications

Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties based on their respective contributions, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the sponsorship of corresponding funding agencies.

#### 7.0. Notices

7.1 All notices and other communications required to be served under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail addressed to the Registrar, Sri Manakula Vinayagar Medical College and Hospital at its office in Puducherry and delivered at or posted by registered mail addressed to the "The Principal, COLLEGE OF PHYSIOTHERAPY, SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE" at its registered office at Madagadipet Puducherry - 605 107.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED THIS MOU ON THE DATE SET FORTH ABOVE.

Dr. R. N KAGNE

Dean

Sri Manakula Vinayagar

Medical College and Hospital,

Puducherry - 605 107 Dr. KAGNE. R.N

DEAN SRI MANAKULA VINAYAGAR MEDICAL COLLEGE & HOSPITAL KALITHEERTHALKUPPAM, WITNESS HERRY-605107

R. chid \_ har-

Mr. CHIDAMBARAM, R

Dean

College Of Physiotherapy, Sri Manakula

Vinayagar Engineering College

Puducherry - 605 107.

TRUE COPY ATTESTED

Dean COLLEGE OF PHYSIOTHERAPY

COLLEGE OF PHYSIOTHERAFT
Sri Manakula Vinayagar Engineering College
SRI MANAKULA VINAYAGAR
(An Autonomous Institution)
Madagadipet, Puducherry-605 107. KALITHEERTHALKOPPAM,
MADAGADIPET, PUDUCHERRY-605 107

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1. Or. S. Jayakian Surec)