



छत्तीसगढ़ CHHATTISGARH

AGREEMENT

S 134574

This Agreement is executed on this 01st day of November, 2023 at Raipur

BY AND BETWEEN

Narayana Hrudayalaya Limited, an existing company within the meaning of the Companies Act, 2013, having its registered office at 258/A, Bommasandra Industrial Area, Anekal Taluk, Bangalore, through its unit NH MMI Narayana Superspeciality Hospital and represented by its authorized signatory Mr Tapani Ghosh (Facility Director) (hereinafter referred to as "NHMMI" or "Hospital" which expression shall mean and include its successors-in-interest and assigns;) on the **FIRST PART**;

AND

Kalinga University, a premier institution of teaching and research in the country, is established under Chhattisgarh Private Universities (Establishment and Operations) Act 2005 and under section 2 (f) of UGC act 1956 having its principal place of business at Village Kotni, Near Mantralaya, Naya Raipur-492101, Chhattisgarh and represented by its authorized signatory Dr. Sandeep Gandhi, Registrar (hereinafter referred to as "Kalinga University", which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its administrators, successors or assignees) of the **SECOND PART**;

Hospital and Kalinga University are hereinafter collectively referred to as the "Parties" and individually as a "Party", as the context may require.

RECITALS

- I. Whereas **HOSPITAL** is engaged in provision of healthcare services and manage and/or owns hospitals including NH MMI Narayana Superspeciality Hospital Raipur.

TAPANI GHOSH
Facility Director
NH MMI Narayana
Superspeciality Hospital
Raipur, Raipur (C.G.) 492 001

Whereas **Kalinga University** is interested in entering into an Agreement with **HOSPITAL** for availing healthcare services for its employees and their family members.

Sandeep Gandhi
REGISTRAR
KALINGA UNIVERSITY
KOTNI, NEAR MANTRALAYA,
RAIPUR (CHHATTISGARH)

- III. Whereas **HOSPITAL** has represented that it has the necessary expertise and skill to offer healthcare services for employees of **Kalinga University**.

- IV. Whereas **HOSPITAL** and **Kalinga University** have agreed that the **HOSPITAL** shall provide healthcare services to the Beneficiaries and medical check-up for prospective employees, on and subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, IN LIGHT OF MUTUAL PROMISES AND CONSIDERATIONS AS CONTAINED IN THIS AGREEMENT, THE ADEQUACY WHEREOF IS HEREBY ACKNOWLEDGED BY THE PARTIES, THIS AGREEMENT COVENANTS AND RECORDS AS UNDER:

ARTICLE 1 - DEFINITIONS

- 1.1 As used anywhere in this Agreement, the terms and phrases detailed below shall be interpreted to convey the meaning as ascribed thereto as under:
- 1.1a **"Agreement"** shall mean this Agreement, together with its Appendices and Schedules, executed by the Parties;
- 1.1b **"Authorization Letter"** shall convey the meaning ascribed thereto in Article 3.1;
- 1.1c **"Beneficiaries"** shall mean staff and its family and Students of Kalinga University covered under this Agreement and as communicated to HOSPITAL in writing by Kalinga University.
- 1.1d **"Confidential Information"** shall convey the meaning ascribed thereto in Clause Article 7 of this Agreement;
- 1.1e **"Dispute"** shall convey the meaning ascribed thereto in Article 11 of this Agreement; and the hospitals mentioned in Appendix I, and also shall include their successors and such further hospitals that may be communicated to the NH MMI Narayana Hospital from time to time;
- 1.1g **"Non Terminating Party"** shall convey the meaning ascribed thereto in Article 8 of this Agreement;
- 1.1h **"Party"** or **"Parties"** shall mean and refer to HOSPITAL and Kalinga University, individually or collectively, as the context permits;
- 1.1i **"Term"** shall mean the period from 01/11/2023 to 31/10/2025.
- 1.1j **"Terminating Party"** shall convey the meaning ascribed thereto in Article 8 of this Agreement.

ARTICLE 2 - SCOPE OF THE AGREEMENT

- 2.1 The staff and its family members and Students shall bring an authorization letter duly signed/ ID Card by the Kalinga University authorized signatory at time of admission or within 24 hours in case of emergency admission.

ARTICLE 3 – TERM AND TERMINATION AND EFFECTS OF TERMINATION.

This Agreement shall be valid for the period of two years with effect from 01/11/2023 till 31/10/2025 (hereinafter referred to as **"Term"**) and may be renewed thereafter by the Parties with mutual consent on such terms and for such periods as may be agreed upon by the parties in writing. Notwithstanding the aforesaid, either Party shall be entitled to terminate this Agreement in the event the other Party (**"Non Terminating Party"**) is in breach of any of terms and conditions of this Agreement, and, upon the Non Terminating Party being notified of the breach, in writing, by the other Party (**"Terminating Party"**) and giving the Non-Terminating Party a period of thirty (30) days to cure the breach, the Non Terminating Party does not cure the breach in its entirety, this Agreement shall stand terminated at the expiry of the above said thirty (30) days period, which right is without prejudice to any other rights and remedies that may be available to the Terminating Party in law or at equity. Breach, for purposes of this Clause shall mean and include any non-compliance, breach of any of the terms of this Agreement or misfeasance, nonfeasance or negligence. No expiry or earlier termination of this Agreement shall

 **JYOTI GHOSH**
NH MMI Narayana
Superspeciality Hospital
Lalpur, Raipur (C.G.) 492 001
Initials _____

 **REGISTRAR**
KALINGA UNIVERSITY
KOTNI, NEAR MANTRALAYA
RAIPUR (CHHATTISGARH)

affect the rights and obligations incurred till the expiry or termination of this Agreement. Each party may terminate this Agreement by giving the other party thirty days' written notice without assigning any reasons.

ADMISSION PROCEDURE

3.1 PLANNED ADMISSION

In the event of any Beneficiary requiring admission to the Hospital, the concerned Beneficiary shall produce an authorization letter/ID card issued by **Kalinga University** stating that the person requiring admission is Beneficiary of **Kalinga University** ("Authorization Letter").

3.2 EMERGENCY ADMISSION

In the event of any Beneficiary requiring to the Hospital as an emergency case, the concerned Hospital shall admit the Beneficiary based on the Identity Card of **Kalinga University**.

3.3 SPECIMEN SIGNATURES

A list of authorized signatories of Kalinga University who are entitled to sign the authorization letter would be forwarded to HOSPITAL by Kalinga University.

The services being provided by the Hospital to Kalinga University must be mentioned as a separate clause in the agreement.

ARTICLE 4 - DISCHARGE & BILLING PROCEDURE

4.1 The following documents will be compiled and forwarded to **Kalinga University** for payment upon discharge of the Beneficiary or prospective employee:

- (a) Copy of the Discharge Summary
- (b) Medical History of the Patient as recorded by the Hospital upon admission
- (c) Details of day to day history of investigations carried out, surgeries conducted, medication prescribed and consumed, treatment given etc during the admitted period (from the date of admission to date of discharge), duly certified by the authorized hospital authority
- (d) Copy of chemist bills and receipts supported by copy of prescriptions.
- (e) Copy of pathological and other test/investigation reports from pathologist and/radiologist, as the case may be with copy of the prescriptions.

4.3 The bill will be prepared on the basis of the agreed rates which is Current Hospital Tariff applicable.

ARTICLE 5 - FEE SCHEDULE & PAYMENT TERMS

5.1 Hospitals will submit its tariff card to **Kalinga University**, which tariff is liable to be revised by Hospital.

5.2 Payment of the bills will be done on Cash Basis.

5.2 Discount As Follow :-

 **WAPANI GHOSH**
Facility Director
MMI Narayana
Superspeciality Hospital
Raipur, Raipur (C.G.) 492 003

68% on IPD Gross Bill on prevailing
excluding Medicine, Implants, NPPA Medicine,
Outside Investigation & Cancer Medicine)


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- 10 % on OPD consultation & Lab & Radiology Investigation excluding outsourced services on cash basis
- 10% on OP pharmacy on Cash Basis
- 10% on Health Check-up on Cash basis
- In case of any emergency Free ambulance facility will be provided for your beneficiaries within Raipur

ARTICLE 6 - OTHER TERMS & SUPERSESSION

This Agreement represents the entire Agreement as to the subject matter hereof and supersedes and cancels any and all prior understandings/Agreements between the Parties.

ARTICLE 7 - CONFIDENTIAL INFORMATION.

Both parties shall at all times, from the effective date of the agreement hereof, maintain the secrecy of and shall keep confidential (and ensure that its employees, officers and agents shall keep confidential) any and all information and documents which they may come to know of/ come to possess/ acquire in connection with this Agreement (including all information relating to Beneficiaries, their medical records, NH MMI Hospital charges, fees, billing details and procedures) to or otherwise (collectively "Confidential Information") and shall not use or disclose such information to any party without prior written consent of the other party. The obligations of both the parties and above said other persons shall continue for the Term and for a period of Ten (10) years after the expiry/termination (howsoever caused) of this Agreement.

ARTICLE 8 - REPRESENTATIONS & WARRANTIES

- 8.1 Both Parties represent and warrant that this Agreement has been executed by their duly authorized representatives.
- 8.2 Both Parties represent and warrant that by executing this Agreement and performing their obligations hereunder shall not cause either Party to violate any term or covenant of any agreement now existing or hereinafter executed.
- 8.3 Parties shall ensure compliance with all the Applicable Laws, statutory and regulatory guidelines prevalent in various jurisdictions, as prevalent from time to time during the tenure of this Agreement including any extension thereto, including, but not limited to having in full force and effect all licenses, permits and authorizations as may be required from time to time.
- 8.4 Both Parties represent and covenant that it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized by all requisite corporate actions to do so.
- 8.5 The Hospital represents and warrants that they have and shall continue to have the medical, paramedical staff and employees with requisite professional skills, knowledge and experience to provide the medical facilities as required under this Agreement and further ensure that, the registrations, recognitions of their medical and paramedical staff with the respective professional bodies are current and valid.
- 8.6 The Hospital represents and warrants that they have the necessary statutory licenses, approvals and authority for operating the Hospitals.
- 8.7 The Parties represent and warrant that in no event shall either Party be liable to the other Party for any punitive, exemplary, special, indirect, incidental or consequential damages or any loss of profits, loss of business opportunities, loss of use or equipment down time, or loss of or corruption of data arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

ARTICLE 9 - INDEMNITY & LIMITATION OF LIABILITY

The Parties hereby agree and endorse that no liability arising out of the loss by one party shall be levied on the other in whatsoever circumstances. The contractual

Yun Shu
TAPAN GHOSH
 Facility Director
NH MMI Narayana
 Superspeciality Hospital
 Laipur, Raipur (C.G.) 492 001

Rajendra
RAJENDRA
KALINGA UNIVERSITY
 KOTNI, NEAR MANTRALAYA,
 RAIPUR CHHATTISGARH

liabilities that may accrue, if any, shall solely be limited to the obligations of each party.

- 9.2 Each Party shall indemnify, hold harmless, and defend the other Party, its holding company, subsidiaries, associate companies, their respective directors, officers, employees, agents and representatives ("**Indemnified Parties**") from any and all loss, damage, cost, claim, and expense that the Indemnified Parties may suffer / incur as a result of (i) failure to perform any services, responsibilities, and / or duties required to be performed by the other Party pursuant to or in connection with this agreement ; (ii) any breach of any of the covenants / obligations contained under this agreement by the other Party; and/or (iii) any representation made by the other Party being knowingly untrue / false / incorrect / inaccurate.
- 9.3 It is clarified that for medical negligence claims arising only out of and attributable to medical services provided by Hospital or Hospital doctors to the patients at the Hospital premises, Hospital shall be liable to defend such claims and keep the Companies informed.
- 9.4 All indemnities contained under this Agreement shall survive the termination or expiration of this Agreement, as the case may be.

ARTICLE 11 - EFFECTS OF BREACH.

In the event of a breach of or non-compliance with any of the provisions of this Agreement or any misfeasance, nonfeasance or negligence by either Party, the other Party without prejudice to the other rights and remedies available to it, have the right to recover damages from the Party in breach.

ARTICLE 12 - RELATIONSHIP.

The Parties to this Agreement have a principal-to-principal relationship with each other. None of the provisions of the Agreement shall be deemed to constitute a partnership, agency or any other relationship. No party shall have the authority to bind the other party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.

ARTICLE 13 - NOTICE.

Any notice or other information required or authorized by this Agreement to be given shall be given in writing, in English and sent by registered post or by courier of national repute. Such notices shall be sent to the address of the respective Party as first herein above mentioned in this Agreement, unless any change therein has been communicated in writing to the other Party. Notices sent by e-mail shall not be considered legal/valid notices.

ARTICLE 14 – GOVERNING LAW AND JURISDICTIONAL COURTS.

This Agreement shall be governed by the laws of India without regard to the conflict of laws principles and any dispute arising out of or in relation to the Agreement ("**Dispute**") shall be subject to the exclusive jurisdiction of the courts at Raipur, Chhattisgarh.

ARTICLE 15 – SEVERABILITY.

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

No waiver by any Party of any default with respect to any provision, condition or requirement hereof shall be deemed to be waiver of any other provision, condition or requirement hereof nor act as waiver of any remedy available for breach of that very provision, condition or requirement in the future. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right or any other occasion.

ARTICLE 17 – AMENDMENT.

Any variation or amendment or addition of/to this Agreement shall be mutually agreed to in writing and executed by or on behalf of each of HOSPITAL and **Kalinga University**’ authorized representatives.

ARTICLE 18 – FORCE MAJEURE.

Neither party shall be liable for any failure nor delay in performance under this agreement to the extent said failures or delays are in the nature of Acts of God including floods, fires, earthquakes, wars, riots, acts of governments occurring without its fault or negligence or the effects of which persist despite reasonable efforts undertaken by the party unable to perform to mitigate the effects, and such party does everything reasonably possible to resume its performance under this agreement. A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than three calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. In the event force majeure event continues for sixty (60) days or more, the non-affected party shall have the right to terminate the Agreement by giving a further notice of 15 days to the other party without assigning any reasons.

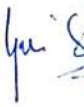
ARTICLE 19 – MISCELLANEOUS

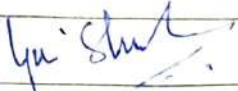
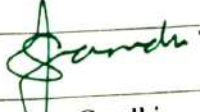
This agreement does not benefit either directly or indirectly and in any way, any of the related parties of the Hospital or any of its subsidiaries.

ARTICLE 20 - EXECUTION AND AUTHORITY.

This Agreement can be signed in any number of original counterparts, each of one will be deemed to be original and all counterparts shall form and constitute one single document. By executing this Agreement through their respective signatories, the Parties agree that this Agreement forms a binding contractual obligation of each Party as regards its obligations and liabilities in terms of this Agreement.

EXECUTED BY THE PARTIES ON THE DATE, MONTH AND YEAR FIRST ABOVE MENTIONED,
ACTING THROUGH THEIR AUTHORIZED SIGNATORIES

Executed for and on behalf of	Executed for and on behalf of
NH MMI NARAYANA SUPERSPECIALITY HOSPITAL (A UNIT OF NARAYANA HRUDAYALAYA LIMITED)	Kalinga University Village Kotni, Near Mantralaya, Naya Raipur
 TAPANI GHOSH Facility Director NH MMI Narayana Superspeciality Hospital Raipur, Raipur (C.G.) 492 011	 REGISTRAR KALINGA UNIVERSITY KOTNI, NEAR MANTRALAYA RAIPUR (CHHATTISGARH)

	
By: Tapani Ghosh	By: Dr. Sandeep Gandhi

Facility Director **TAPANI GHOSH**

Registrar

 **MMI Narayana**
Superspeciality Hospital
Raipur, Raipur (C.G.) 492 001

REGISTRAR
KALINGA UNIVERSITY
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RAIPUR (CHHATTISGARH)

PLACE:

DATE: