

Memorandum of Understanding

This Memorandum of Understanding is made and executed on this 22th day of May 2024 at Hyderabad, Telangana, India.

Between

University of Hyderabad, Central University Rd, CUC, Gachibowli, India Post Lingampally, Hyderabad, Telangana-500046. and having its Registered office Act of Parliament (Act No.39 of 1974) on October 02, 1974 as a Central University at and represented by its Dr. Devesh Nigam, Registrar (hereinafter referred to as "University" which expression shall, unless it be repugnant to the context or meaning there of be deemed to mean and their respective heirs, legal representatives, successors, administrators and assigns etc.,) of the One Part.

And

Quality Care India Limited, a company incorporated under the Companies Act, 1956, having its registered office at 6-3-248/2, Road No 1, Banajra Hills, Hyderabad-500034 and represented by its Group CEO, **Jasdeep Singh** (hereinafter referred to as "CARE HOSPITALS" which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, legal representatives, successors, administrators and assigns etc.,) of the other Part.

(The parties of the One and Other part shall hereinafter be collectively referred to as "Parties" and individually as "Party").

RECITALS

CARE HOSPITALS is engaged in the Healthcare Services and provides medical and health care services to its patients including services of OPD and IPD through its multi-specialty Hospitals at all units.

CARE HOSPITALS in mutual agreement with University and is willing to provide the hospital & health related services at CARE HOSPITALS Banjara, Nampally, Musheerabad, Hitech City & Malakpet units, Hyderabad.

NOW THEREFORE, IT IS AGREED AS FOLLOWS BETWEEN THE PARTIES HERETO:

1. APPOINTMENT:

1.1. The University hereby appoints CARE HOSPITALS to provide the healthcare services to its employees and their dependent family members, retired employees & their dependents

Dr. Devesh Nigam

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and CARE HOSPITALS accept such appointment. University shall provide a list of its employees who are desirous of availing the services of CARE HOSPITALS and would set out a process which would be made available before the commencement of the services to the University to help CARE HOSPITALS to make identification of the employees who wish to avail such services.

- 1.2. For the purpose of identification of the employee availing services at the Hospital, employee would be required to bring his office identification card and a reference letter from the University issued by bearing signatures of the above authority along with validity period of the letter for availing the services offered by CARE HOSPITALS. In terms of Availing treatment through ER.

2. PAYMENT:

CARE HOSPITALS shall do the billing as per the prevailing tariff subject to consideration of following discount

I. Inpatient Services (IP):

10% discount on the total bill with the respective unit's 2023 cash tariff, excluding Drugs/Medicines, consumables, disposables, Implants, stents, packages, and outsourced investigations.

II. Outpatient Services (OP):

10% discount on Doctor consultations and investigations (excluding outsourced investigations).

III. Health Check Packages:

10% discount on all our respective unit's actual day health check packages.

IV. Complimentary Ambulance Service:

Free ambulance service within a 5 KM radius of any of our units if the patient is admitted as IP.

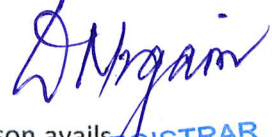
Tariff Applicability:

The 2023 respective unit tariff will be applicable for a duration of 2 years from the date of signing the Memorandum of Understanding (MOU), covering both Inpatient and Outpatient services.

Health Check tariffs will be based on the actual day respective unit tariff whenever the person comes to the hospital.

Exclusivity Clause:

The above-mentioned discounts will not be applicable if the respective person avails of any other facilities simultaneously (both Inpatient, Outpatient & Health Checks).


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3. ADMISSION PROCEDURES IN CASE OF EMERGENCIES:

- 3.1. In case of emergency when the University requires emergency admission, the hospital shall admit the patient on the basis of employee identification card or any written communication from his office. In the event of non-producing of identity proof at the time of admission, the same shall be submitted within 24 hours or extend it to 48 hours of the next day is holiday. In such case employee shall deposit initial amount as demanded by Hospital on submission of identity proof. Retired employee should show the health card along with Aadhar card for self & dependents.
- 3.2. After discharge from the hospital, the patient would be handed over the Original Discharge summary, Original reports of all investigations undertaken during his/her stay in the hospital.
- 3.3. All payments are to be made in respect of the final bill generated by CARE HOSPITALS on the basis of the treatment of the patient in the hospital. Bill shall be cleared by the patient or its dependent or University of Hyderabad at the time of discharge.
- 3.4. This MOU agreed only for cash payment and no credit will be allowed.

4. VALIDITY:

This agreement shall be valid for a period of 2 years from the effective date of this agreement.

5. TARIFF:

As per the respective unit 2023 cash Tariff applicable for this MOU during the period of agreement except Health Checkup package.

6. TERMINATION:

- 6.1. This Memorandum of Understanding may be terminated by ^{30 Days} ~~60 days~~ written notice by either party to the other party at any time during the Memorandum of Understanding period.
- 6.2. Any party to this Memorandum of Understanding may immediately terminate this Memorandum of Understanding by giving written notice to the other party if:
- 6.2.1. Any party commits a material breach of any provision of this Memorandum of Understanding and if the breach is capable of remedy, fails to remedy it within 30 days after being given written notice giving full particulars of the breach and requiring it to be remedied; or
- 6.2.2. Any party goes into liquidation whether compulsory or voluntary or if an order is made or a resolution is passed for the winding up or a receiver or administrator is appointed or it enters into any arrangement or composition with its creditors generally or ceases to carry

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Signature
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on business or be able to pay its debts when they fall due or become subject to other proceedings analogous in purpose or effect, including the appointment of a receiver, trustee or liquidator for any such purpose.

7. CONSEQUENCES OF TERMINATION:

7.1. Termination of this Memorandum of Understanding shall not affect any rights or obligations of the parties which may have accrued prior to the termination, nor shall it affect the coming into or continuance in force of any provisions of this Memorandum of Understanding which are expressly, or by implication, intend to come into or continue in force after termination and the parties shall continue to perform and complete the same.

7.2. Upon termination the University shall immediately settle payment of the outstanding bills raised and the services provided till the date of termination by CARE HOSPITALS.

8. REPRESENTATION AND WARRANTIES:

8.1. Each Party represents and warrants to the other party that:

- 8.1.1. It is a corporation or entity duly organized and validly existing under the laws of the state or other jurisdiction of incorporation or formation;
- 8.1.2. It has the corporate power and authority and the legal right to enter into this Memorandum of Understanding and to perform its obligations hereunder;
- 8.1.3. The execution and delivery of this Memorandum of Understanding and the performance by such party of the transactions contemplated hereby have been duly authorized by all necessary corporate action of such party; and
- 8.1.4. The execution, delivery and performance of this Memorandum of Understanding by such party does not require the consent, approval or authorization of or notice declaration, filing or registration with, any governmental or regulatory authority and the execution, delivery or performance of this Memorandum of Understanding by such party does not violate any law, rule or regulation applicable to such a party.

9. ENTIRE AGREEMENT / AMENDMENTS:

This Memorandum of Understanding constitutes the entire agreement between the parties with respect to the subject matters addressed herein. This Memorandum of Understanding may not be amended or modified except by a written Memorandum of Understanding signed by both parties hereto.

10. ENFORCEABILITY:

The invalidity or unenforceability of any provision of this Memorandum of Understanding shall not affect the validity or enforceability of any other provision of this Memorandum of Understanding, each of which shall remain in full force and effect.

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11. NO CONFLICTING AGREEMENTS:

University shall not, after the signing of this Memorandum of Understanding, enter into any oral or written Memorandum of Understanding or arrangement with any party that would conflict with its obligations under this Memorandum of Understanding.

12. FORCE MAJEURE:

Neither Party shall to be deemed in default of this Memorandum of Understanding, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of the Party.

13. ASSIGNMENT:

The University shall not assign, sublet or subcontract its rights or obligations under this Memorandum of Understanding to any part thereof without the prior written consent of the care hospitals.

14. GOVERNING LAW:

The Memorandum of Understanding shall be interpreted in accordance with and governed by the laws of India and the parties shall submit to the jurisdiction of the courts in Hyderabad.

15. HEADINGS:

The descriptive headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Memorandum of Understanding.

16. ARBITRATION:

All disputes between the parties arising out of the matters mentioned above in this Memorandum of Understanding and other matters incidental to this Memorandum of Understanding, shall be resolved as per the provisions of the arbitration and conciliation act, 1996 and statutory modifications thereto. The arbitration proceedings shall be conducted by a single arbitrator, who shall be appointed with the mutual consent of both parties and language shall be English and the venue of arbitration shall be in Hyderabad, Telangana, India.

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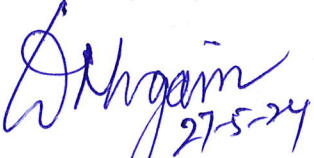
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17. COUNTERPARTS:

This agreement shall be executed in two counterparts; each party shall be entitled to retain one copy.

In witness whereof the both parties hereto have executed this Memorandum of Understanding in the day, month and year herein above written in the presence of;

For University of Hyderabad


27-5-24
Dr. Devesh Nigam
Registrar, University of Hyderabad
हैदराबाद / Hyderabad - 500 046.

Witnesses:

Signature:

Name:

S/o:

Address:


CAPT. RAVINDRA KUMAR
CHIEF MEDICAL OFFICER
CENTRAL UNIVERSITY
HYDERABAD-500 046

For Quality Care India Limited




Jasdeep Singh
Group CEO

Witnesses:

Signature:

Name: Shalabh Dang

S/o:

Address:

Quality Care India Limited

Corporate Office:

D. No:8-2-120/86/10, 1st Floor

Star Maa TV Building,

Opp. Park Hyatt Hotel, Road No:2,
Banjara Hills, Hyderabad-500 034.