



Registrar

AGREEMENT TO PROVIDE MEDICAL CONSULTATION SERVICES

This Agreement to provide Medical Consultation Services ("Agreement") is executed at Bengaluru on this 1st day of April, 2023

BY AND BETWEEN

Manipal Hospitals Private Limited (formerly called as Columbia Asia Hospitals Private Limited), a company incorporated and registered under the provisions of Companies Act, 1956, having its registered office at "The Annexe", No. 98/2, Rustom Bagh, Off HAL Airport Road, Bangalore 560017, (hereinafter referred to as the "Company") for the benefit of its hospital "Manipal Hospital Hebbal", situated at Kirloskar Business Park, Hebbal, represented by its authorized signatory Mr. Arun S H (hereinafter referred to as "Hospital") (The expression "Company" and "Hospital" shall, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the One Part;

AND

The Presidency University a private university under the Presidency University Act its registered office at herein represented by its authorized signatory Ms. Sameena Noor Ahmed Panali, Registrar, (hereinafter referred to as "The Customer" which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the Other Part.

The "Company", "Hospital (which may be used interchangeably)" and The Customer hereinafter be individually referred to as a "Party" and jointly referred to as the "Parties" as the context may so require.

WHEREAS:

- A. The Company interiliac is engaged in the business of providing healthcare services to the general public in India and owns and operates various multi-specialty hospitals across the country.
- B. The Customer is a private University established under the Presidency University Act and offers educational courses in all disciplines at the graduate and post graduate levels in multiple disciplines
- C. The Customer is desirous of establishing a clinic/ wellness center at its Campus for the benefit of its students, faculty and employees at campus and therefore engage the services of the Company to render medical consultation at the Customer campus and the Hospital has agreed to provide medical consultation services to the students, faculty and employees of The Customer Campus at **Presidency University**, Itgalpur, Rajankunte, Yelahanka, Bengaluru 560 064, on the terms and conditions as recorded.

Manipal Hospital Hehereunder.

Kirloskar Business Park, Bellary Road, Hebbal, Bengaluru 560 024, Karnataka ₱ +91 80 6660 0666

Manipal Hospitals Private Limited (Formerly Columbia Asia Hospitals Private Limited) CIN: U85110KA2003PTC033055

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NOW, THEREFORE, in consideration of the promises and covenants herein set forth and, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

- 1.1. For the purpose of the Customer operating and maintaining a clinic/wellness center in its premises situated at [Management Block (Near the Transport Office)], the Hospital agrees to provide medical professional/consultation services to the University as more fully detailed in the Schedule (hereinafter the Schedule Services).
- 1.2. This Agreement shall not be an exclusive arrangement between the Parties and nothing in this Agreement shall prevent the Hospital from rendering such services which are the same as or similar to the services from/to any third Party. Similarly the University shall be entitled to enter into similar or other arrangements/ agreements with any other medical services provider/hospitals/individuals without reference to the Company on terms that may be different from these terms. The Company shall not be entitled to demand or seek parity with such terms.

2. CONSIDERATION

- 2.1. In consideration of the medical consultancy services agreed to be provided by the Hospital to the students, faculty and employees of the Customer agrees to pay to Hospital a sum as more fully detailed under the Schedule per month.
- 2.2. The Hospital shall raise a consolidated invoice on the Customer on the last working day of each calendar month for the medical consultation services provided during that specific month, along with the particulars of the persons who have availed of such medical consultation services /treatment treated the period. The Customer shall make payment within a period of 30 (Thirty) days from the date of receipt of invoice from the Hospital subject to the data in such Bill being accurate and correct.
- 2.3. In the event, Customer has any disagreement pertaining to the invoice sent, it shall immediately, but not later than 3 (Three) working days, bring the same to the notice of the Hospital, and the Hospital shall resolve the disagreement within seven days failing which the Hospital shall consider such invoice to be an undisputed one. If not resolved within seven days the invoice shall remain disputed.
- 2.4. The Hospital agrees that, Customer is entitled to certain predetermined credit limit ("Credit Limit") and it is more fully detailed in the Schedule to this Agreement. Further, Customer agrees that, subject to the provisions of Clause 2.3 in the event, the service fee payable by is overdue for an amount exceeding the set Credit Limit or credit period, then, the Hospital shall at its sole discretion have the right to (1) suspend the credit facility being offered with immediate effect and. The amounts referred to in Clause 2.3 namely the disputed Invoices shall be outside the purview of this clause.

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The Parties hereby agree that the aforementioned rights are cumulative in nature and the Hospital may use any or all of the remedies available to it, in addition to any other remedy that may be available to it under this Agreement.

2.5. All payments made by Customer shall be subject to deduction of applicable taxes at source. Each of the Parties to this Agreement shall bear and pay any other taxes arising in connection with this Agreement including but not limited to goods and service tax shall be to the account of Except GST which shall be to the account of the Customer.

3. OBLIGATIONS OF THE PARTIES

Obligations of the Customer

- 3.1. The Customer shall:
- 3.1.1. at all times be responsible for all statutory compliances and obligations with regard to the establishing of the clinic/wellness center except for the medical consultancy and professional services, the Hospital has agreed to render to its students, faculty and employees under this agreement.
- 3.1.2. ensure conducive work atmosphere free of discrimination and harassment, as the consultants/employees deputed at the clinic by the Hospital to render services under this Agreement includes both men and women. Further, the Customer shall ensure that none of the employees of the Hospital are subject to sexual harassment at the clinic and shall indemnify the Hospital and its directors against all losses, damages, claims arising out of such harassment;
- 3.1.3. at its cost and expenses create and maintain necessary infrastructure (both medical and non-medical) required for the Hospital to provide medical services under this Agreement. The infrastructure that is required for the Hospital to perform services under this Agreement shall be as agreed to in Schedule;
- 3.1.4. be responsible and liable to obtain and maintain in its own name all necessary statutory approvals, registrations, authorizations licenses etc. as may be required for the Hospital to render Services under this Agreement;
- 3.1.5. at all times be responsible and liable for discharge of contractual and statutory obligations regarding the clinic where the Hospital would be rendering the medical services under this Agreement;
- 3.1.6. not in any manner interfere with the medical procedure adopted by the doctors deputed by the Hospital, while they are treating the employees of the Customer subject to the Hospital following and adhering to the due standard of care in the course of treatment and consultation Further the Customer acknowledges that the medical judgement of the doctor deputed by the Hospital with regard to the line and extent of treatment at the clinic shall not be called in question and if the situation so warrants the employee may be referred for

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further medical management to any hospital at the choice of the patient being treated, including any of the Manipal Hospitals; provided that nothing in this clause shall be deemed to be a guarantee against any patient namely any student or faculty or employee of the University undergoing treatment under the Doctors deputed by the Hospital calling in question the treatment given in his/her individual capacity. The Indemnity contemplated in tis clause shall not extend to such cases.

- 3.1.7. provide necessary passes/access cards to the consultants or employees deputed at its premises to ensure easy access to the clinic;
- 3.1.8. provide basic amenities like washroom, sitting area etc., for the staff deputed by the Hospital at its premises;
- 3.1.9. provide with only limited and restricted access to the Customer files or data in Customer's s network. If necessary, the employees shall have a right to use the Hospital's software in computers as may be reasonable required;
- 3.1.10. ensure that from time to time it shall keep the clinic/wellness center fully equipped as communicated to it by the Hospital for the smooth functioning of the clinic and also to replenish the pharmaceutical consumables as and when required. Customer shall be liable to bear the expenditure of all the equipment's and consumables required to be kept in the clinic. It is agreed by the Parties that the Customer shall reimburse the Hospital at actuals for the aforesaid expenses towards consumables each month during which the consumables are used against the invoice furnished by the Hospital.

Obligations of the Hospital

- 3.2. Hospital shall:
- 3.2.1. depute trained competent doctors and nurses with good bedside manners and communication and people skills, for the clinic/wellness center. The doctors and the nurse deputed by Hospital shall discharge their duties as per the prudent medical practices in the Education. The Hospital shall permit its doctors and nurses to render their medical services in a manner not conflicting with the interest of their practice at the Hospitals. In the event, requires the Hospital to provide an ambulance van at premises in case of any person requiring higher medical treatment, then, the Hospital shall at an additional cost provide the ambulance van to take the person to the nearest hospital or any other units of the Hospital;
- 3.2.2. Ensure the presence of its doctor/nurses at the Clinic at the Campus of the Customer on such date and time as may be mutually agreed in writing between the Parties and subject to availability provide replacements in case of absence of the deputed staffs for any reason what soever. Owing to any medical exigency the deputed staff are not available on the agreed timelines, it is agreed by the Parties that it shall not be considered as a default on the part of the Hospital's obligations under this Agreement.

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However, the Hospital shall endeavor to send substitutes in such an exigency within a reasonable time;

- 3.2.3. Solely be liable and responsible with respect to any such acts and medico legal issues which arises at clinic due to gross negligence of Hospital doctors/staff and shall keep totally indemnified against any claim or loss made against it due to the aforesaid issues;
- 3.2.4. Permit its doctors/nurses to render medical services at Customer premises in a manner not conflicting with the interest of their practice at the Hospital;
- 3.2.5. it shall render services under this Agreement in accordance with all the applicable laws and regulations in force;
- 3.2.6. Ensure that the services rendered by it are satisfactory and in accordance with the standard of care required in Law, exercise due care and caution in dealing with and treatment of patients, provide adequate disclosure of information, data to patients seeking consultation/treatment at the center, adopt patient friendly practices
- 3.2.7. cause the end to end management of all the Bio Medical waste from a third party dealer who is authorized to dispose the bio-medical waste ("Dealer"). The Hospital shall cause the Dealer to ensure that the bio-medical waste generated in terms of providing services under this Agreement is cleared twice a week Rs 5000/- per month will be billed to customer and the bio medical waste generated at the medical room is removed in accordance with legal requirements. The Hospital shall also cause the Dealer to ensure appropriate logistics for collection, segregation, disposal& incineration of bio medical waste. However, it is hereby agreed and understood by Customer that the Dealer shall be an independent third party.

4. TERM AND TERMINATION

- 4.1. This Agreement shall be effective from the Start Date ("1 April 2023") and shall be valid until 31 March 2024 as more fully detailed in Schedule to this Agreement ("Term"), unless terminated earlier by the Parties. Upon expiration of the Term, the Parties may renew this Agreement for such period and on such terms and conditions as may be mutually agreed upon in writing.
- 4.2.Each Party shall have the right to terminate this Agreement by giving not less than 30 (Thirty) days prior written notice to the other Party without assigning any reason.
- 4.3. Either Party may (without prejudice to any other action or remedy) forthwith terminate this Agreement upon providing a written notice to the other Party, if the defaulting Party has committed a material breach of any of its obligations under this Agreement and has not remedied such breach within 15 (Fifteen) days from the date of receipt of written notice of breach.

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- 4.4. Either Party may terminate this Agreement forthwith, if the other Party has a winding up petition presented against it or enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over any of its assets.
- 4.5. Expiry or earlier termination of this Agreement shall not prejudice any rights of the Parties that may have accrued prior thereto.

CONSEQUENCES OF TERMINATION NEED TO BE INCORPORATED.NAMELY:

- (i) Agreement shall stand cancelled
- (ii) All equipment and materials of the Hospital to be removed at its cost within ...days from the clinic.
- (iii) Personnel/nurses/ doctors will not be permitted entry into the campus
- (iv) all consumables in inventory shall become the property of the University.
- (v) all proceedings if any instituted by any user against the doctors/nurses shall continue and the University shall not be liable or involved
- (vi) Records if nay maintained by the Hospital/Doctors relating to the employee/student/ faculty treated at the Clinic will be handed over to the concerned patient

5. CONFIDENTIAL INFORMATION

5.1. For the purposes of this Agreement, the Parties may share/disclose certain data or information either in the print, electronic, magnetic or any other medium which is business sensitive and confidential in nature including but not limited to any medical information or data or records pertaining to the employees (hereinafter referred to as "Confidential Information"). Whenever any Party ("Disclosing Party") shares/discloses such Confidential Information with the other Party ("Receiving Party") with a request to accord confidential treatment to the information disclosed then, the Receiving Party undertakes to share such Confidential Information only to such persons on need to know basis taking undertaking from such persons to adhere to confidential obligation as specified under this Agreement. The Receiving Party further agrees that, it shall at all times during the Term and thereafter hold in the strictest confidence and shall not use, disclose, remove or transfer, whether directly or indirectly, to any third party, any Confidential Information, unless otherwise agreed in writing by the Disclosing Party or required by law. This clause shall survive the termination or expiration of this Agreement for a period of 3 (Three) years from the date of such termination or expiration.

6. INTELLECTUAL PROPERTY

6.1. Neither Party shall use the brand name or logo or trademark or any other intellectual property of the other Party without the prior written consent of such Rarty

7. INDEMNITY

Manipal Hospital Hebbal

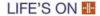
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Save as hereinbefore provided namely in the case of any individual user namely an employee/faculty/employee initiating any action against the doctors or nurses or the hospital relating to or connected with the consultancy and treatment provided at the Clinic Each Party hereby agrees to indemnify and hold harmless the other, its directors, officers and employees, from any and all actions, claims, suits, losses, damages, costs, expenses (including reasonable legal expenses and attorney fees), causes of action of any type, whether administrative, regulatory, at law or in equity, or from claims of third parties, arising out of or in relation to breach of any obligations or terms and conditions of this Agreement or any applicable laws. It is made explicit that, neither Party shall be liable to the other towards any consequential or indirect or incidental loss or damage.

8. GOVERNING LAW AND JURISDICTION

- 8.1.This Agreement shall be governed by the applicable laws of India and in case of any dispute arising out of or in relation to this Agreement shall be subject to the exclusive jurisdiction of Bengaluru courts.
- 8.2.All or any unresolved disputes between the Parties with regard to the meaning, construction, and implementation of this Agreement which cannot be resolved amicably within 15 days between the Parties either by mediation or conciliation, then, the same shall be resolved by submitting such dispute/s to the Arbitration of a sole Arbitrator to be mutually nominated in writing by the Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or as amended from time to time. The seat of Arbitration shall be Bengaluru and the Arbitration proceedings shall be held in English. The Parties agree that the decision of the Arbitrator shall be final and binding on the Parties.

9. MISCELLANEOUS

- 9.1.Notices: Any notice required to be given hereunder or pursuant to law shall be sufficient if it is in writing and if and when it is hand-delivered or sent by registered mail to the address mentioned in the cause title or any other address as may be notified by the Parties.
- 9.2.Independent contractor: The relationship between the Parties is on principal-to-principal basis and does not constitute a master—servant, principal—agent or joint venture between the Parties. It is expressly agreed between the Parties that, in relation to the medical consultation services rendered by the Hospital to Customer's personnel under this Agreement, the privity of contract shall always be between Customer's personnel and the Hospital. In all allegations pertaining to medical professional services with regard to Customer's personnel shall be actionable only in the hands of such personnel availing the medical professional services. Further, it is made explicit that the privity of contract between the Hospital and the Customer under this Agreement shall not be construed or interpreted to extend authority/right to initiate legal proceedings against the Hospital on behalf of or for the benefit of such Customer's personnel for alleged deficient medical professional services.

9.3.Entire Agreement: This Agreement, including the Schedule/s hereto, and those documents expressly referred to herein constitute the entire agreement of the Parties and supersedes at

Manipal Hospitoral Inegotiations, prior agreements, arrangements, and understandings of any sort whatsoever Kirloskar Business Park, Bellary Road, Hebbal, Bengaluru 560 024, Karnataka

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relating to the subject matter hereof (including, without limitation, fees and other compensation).

- 9.4.Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.
- 9.5. Waiver: The failure, with or without intent, of any Party to insist upon the performance by the other Party, of any term or stipulation of this Agreement, shall not be treated as or be deemed to constitute a waiver of such right of such Party.
- 9.6.Force majeure: Neither Party hereto shall be liable to the other for any breach of their respective obligations under this Agreement resulting from causes beyond their reasonable control including but not limited to Act of God, fire, strikes, (of its own or other employees) insurrection or riots, embargoes or regulations of any civil or military authority, network outages, natural calamities (an "Event of Force Majeure"). Each of the Parties hereto agree to give notice forthwith, to such extent possible, to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure. Either Party may terminate this Agreement if any force majeure event results in a delay that exceeds 60 (Sixty) days.
- 9.7.Modification: No modification, amendment, or variation of this Agreement will be effective or binding on the Parties unless it is written and signed by both Parties.
- 9.8. Assignment: Neither Party shall assign or otherwise transfer any rights or duties under this Agreement to any third party without the prior written consent of the other Party.

9.9. Counterparts: This Agreement may be executed in two counterparts, both of which shall constitute one document, and each Party to the Agreement shall be entitled to retain one counterpart of the Agreement.

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SCHEDULE

Part A - Term

Start Date:1st April 2023
 End Date: 31st March 2024

Part B – Services

The Doctor 01 shall:

- 1) Provide general consultation for general illness, health problems and work place related injuries to staff. Dispense appropriate medicines within medical room.
- 2) Shall advise Client on various rules and regulations, statutory & non statutory, relating to the consultation assignment, procurement, storage and dispensation of medicines.
- 3) As and when the situation warrants, advise external consultation when needed and will also coordinate & facilitate with different hospitals and specialists, on priority, for treatment for any health problems of employees, if necessary with prior approval from Service Manager or his delegate.
- 4) It is further agreed and understood between the Parties that in all referral cases, the Referral Hospitals are obligated to follow certain statutory protocols and procedures for which the Client shall have no objection.
- 5) Apart from the clinical support, the Dr shall
- •Advise and support all health promotional activities organized at Client place
- •Periodically give lecture sessions on specific health topics to spread awareness among staff, as may be requested by the Client. The above activity points will be finalized based on mutual discussion with the Vendor.
- •Advise on the different vaccinations needed by the employees & Students especially to those doing extensive travel within and outside India upon request.
- •Monitor and ensure availability of basic medicines with OTC drugs and first aid supplies for immediate management of Presidency employees & Students.

•Any emergency medical situations shall be taken care of by shifting the patient immediately to the nearest hospital, for further management with prior approval from Service Manager or his delegate.

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Female Nurse 02 shall:

Female Medical Assistant will assist the doctor in routine examination of patients, giving first aid whenever needed and handling minor queries in the absence of the doctor.

The Female Medical assistants (Nurses) shall maintain consultation appointments of staffs' through computer and the Nurses cannot administer critical medicines without Doctor's prescription.

Male Nurse 02 shall:

- a) Patient Consultation & Treatment
- > Nurse has to attend each OHC visitor equally and all medical standards to be followed
- > Doctor Advice to be taken on case to case basis.
- > One day medication has to be given in normal cases. Other cases, seek advice from Doctor.
- > Follow the direction of wound care / dressing in case of injury, as per doctor direction.
- > Listen patiently, treat as per medical standards.
- > Any discipline related issues from both the sides, report to Doctor, immediately In Case of Injury / Emergency:
- > Report to Doctor in case of any injury case reported to OHC at first step and inform concern Company HR PIC immediately.
- > Take appropriate decision after consultation of Doctor like treat at OHC or shift to hospital by using Ambulance
- b) Bio Medical Waste Management
- > Follow Bio Medical Waste Standards for any disposal.
- > Colour coded waste bin to be maintained
- > Specific waste to be used as per category for disposal
- > Direct patients to use waste bins for disposal any medical waste like cotton etc.
- > Collect, store, Segregate, Transport as per BMW Act
- c) Health Promotion Activity

Support & Follow the direction of Doctor for arranging Health Promotion and Wellness Activity

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d) Medicine Management

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- > Identify, Discard, maintain record of near to expiry medicine
- > Shall not issue any medicine which is expired or near to expiry, follow SOP
- > Inform if any shortage or requirement of medicine to Supervisor / Doctor.
- > Plan to purchase of high demand medicines in one month advance.

e) Equipment

- > Maintain check sheet for working condition of all OHC Equipment
- > Maintain good hygiene for all OHC Equipment
- > Report to Supervisor & Doctor if any breakdown.

Part C - Service Fee

Customer shall pay Cost as below per month to the Hospital for rendering medical consultation services under this Agreement.

- 1. Medical Officer Monthly Rs 60000 per MO (for 6 days a week, 8 hours shift)
- 2. Nursing Manpower Monthly Rs 25000 per nurse (for 6 days a week, 8 hours shift). Reliever nurse will be provided when the regular nurses are on leave days excluding weekly offs and declared holidays
- 3. Bio Medical Waste Management Rs 5000 (Collection twice in a week)
- 4. Administrative Charges 4% on the invoice value
- 5. A Credit Limit of Rs.4,00,000/- (Rupees Four Lakhs Only) is provided to The Customer by the Hospital.

Part D - Details of the infrastructure provided by the Customer

	SL NO	PRODUCT	TOTAL
		FIXED ITEMS	
	1	AMBU BAG	1
	2	ARM SLING (L)	1
	3	ARM SLING (M)	1
	4	ARM SLING (S)	1
	5	BASIN (S)	1
	6	BASIN (M)	1
	7	BED SHEETS	12
	8	BLANKETS	4
	9	BED PAN	1
	10	BED SIDE PORTABLE SCREEN	3
	11	BOWL (S)	1
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13	B P APRATUS (DIGITAL)	2
14	COT WITH BACK REST	2
15	COT WITHOUT BACK REST	5
16	DRESSING DRUM	3
17	DRESSING TRAY (S)	3
18	DRESSING TRAY (M)	3
19	ELECTRIC KETTLE	2
20	GLUCOMETER	1
21	HOT WATER BAG	3
22	IV STAND	3
23	INDUCTION STOVE	1
24	KIDNEY TRAY	1
25	MATRESS	7
26	NEBULIZER	1
27	NEEDLE CUTTER	1
28	O2 CYLINDER	1
29	PILLOW	7
30	PILLOW COVER	8
32	REFRIGERATOR	1
33	SCISSOR	1
34	SPONGE HOLDING FORCEPS	1
35	STATU METER	1
36	STETHOSCOPE	2
37	STOOL ROTATABLE	2
38	STEAM INHALER	2
39	STRETCHER FOLDABLE	1
40	SUTURE REMOVAL SCISSOR	1
41	Thermometer (dig.)	3
42	Thermal thermometer	2
43	THUMB FORCEPS	1
44	TORNIQUATE	1
45	TONGUE DEPRESSOR (S)	1
46	TONGUE DEPRESSOR (M)	1
47	TONGUE DEPRESSOR (L)	1
48	TORCH	1
49	DRESSING TROLLY	1
50	WHEEL CHAIR	3
51	Face shield	1
52	RUBBER SHEETS	1
53	O2 FLOW METER	1
54	WEIGHING MACHINE	2

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55	URINALS (PLASTIC)	1
56	FAN	2
57	MONITER,CPU,MOUSE,KEYBOARD	1
58	EXTENSION	1
59	TELEPHONE	1
60	AMBULANCE	1
61	PRINTER NEWLY ADDED	1
62	CUPBOARDS	4
63	PLASTIC CHAIRS	9
64	OFFICE CHAIRS	4



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IN WITNESS WHEREOF, the authorized signatories of the respective Parties have caused this Agreement to be executed in duplicate, each of which shall be considered as original.

Signed and delivered on behalf of the "Hospital" aforesaid,	Witness	
Name: Mr. Arun S H Designation: Hospital Director Date:	Name: Address:	
Signed and delivered on behalf of "Customer" aforesaid,	Witness	
Name: Ms. Sameena Noor Ahmed Panali Designation: Registrar	Name: Address:	

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