



Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on day of October 2022 at Karamsad on *Date* and effective from *Date* between

Bhaikaka University, Shree Krishna Hospital
And Medical Research centre, Gokal Nagar,
Karamsad, Gujarat, India. 388-325

First Part

Hereinafter referred to as the party of 'First Part' (which expression, unless it is repugnant to the context or meaning thereof, shall always be deemed to mean and include his/ her heirs, executor's administrators, representatives and assignees.)

AND

Anuj eye hospital & retina Center,
Nr. D. N. High School,
Opp. Navliwala Bld.,
Station Road, Anand 388 001.

Second Part

Hereinafter referred to as the party of 'Second Part' (which expression, unless it is repugnant to the context or meaning thereof, shall always be deemed to mean and include his/ her heirs, executor's administrators, representatives and assignees.)

WHEREAS:

Party of Second Part is Anuj Eye Hospital and Retina Centre which is a Private Hospital care unit of Excellence such as Diabetic Retinopathy, Digital fundus photo camera and fluorescein Angiography, Green Laser, Ultra sound B scan, OCT (Zeiss), All Retinal surgeries with Accurus Vitrectomy Machine, BIOM

Party of First Part is Bhaikaka University, Shree Krishna Hospital and Medical Research centre, Gokal Nagar, Karamsad, Gujarat, India. 388-325 is a Multi-Speciality Hospital having all Hospital services under one roof intended to perform patient study.

BY THIS MEMORANDUM OF UNDERSTANDING IT IS AGREED UPON AS FOLLOWS:

1. SCOPE OF SERVICE

NOTARY



- Dr. Chaitali Rajendra Patel from the party of first part will be the Principle Investigator of the research study (LRP/LUBT010/2016/008).
- Dr. Anuj Amin from the party of second part will be the Sub-investigator of the research study (LRP/LUBT010/2016/008).
- Roles and responsibilities and delegation of the both parties of first part principle investigator and party of second part Sub-investigator will remain same.
- Both parties of first part principle investigator and party of second part Sub-investigator will adhere to the study protocol throughout the study (LRP/LUBT010/2016/008).
- Patient will be identified and screened at the both hospital (Part A and Part B) and will be sent to Part B Anuj eye hospital for screening procedure including Digital fundus photo camera and Fluorescein Angiography (FA) procedure to check its eligibility to participate in trial.
- Patients identified from the party of first part will send patients to party of second part to perform Digital fundus photo camera and Fluorescein Angiography (FA) procedures.
- The party of first part shall intimate to party of second part before sending research patients for Digital fundus photo camera and Fluorescein Angiography (FA) procedure.
- The party of second part shall perform Digital fundus photo camera and Fluorescein Angiography (FA) procedure on credit basis and shall not charge any charges to research patients of party of first part.
- Once the patients are identified and found suitable after eligibility criteria for the study rest of the protocol related activity will be conducted at Part A - Bhaikaka University, Shree Krishna Hospital and Medical Research Centre.

2. ROLE AND RESPONSIBILITIES OF PARTY OF FIRST PART

- Party of First part shall be responsible for proper arrangement of research patients 'travel at party of second part from the research grant received from the Sponsor of the study.
- Party of First part shall pay all dues (Digital fundus photo camera and Fluorescein Angiography (FA) procedure charges) to Anuj Eye Hospital and Retina Centre by cheque or NEFT after receiving research grant from the Sponsor of the study.

3. ROLE AND RESPONSIBILITIES OF PARTY OF SECOND PART

- On written request from party of first part, second party shall perform the required test (Digital fundus photo camera and Fluorescein Angiography (FA) procedure) on priority basis for research patients on credit basis and Party of First part shall pay all dues (Digital fundus photo camera and Fluorescein Angiography (FA) procedure charges) to Anuj Eye Hospital and Retina Centre by cheque or NEFT after receiving research grant from the Sponsor of the study.

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- Party of second part shall keep the Confidential Information confidential at all times and maintain it securely. Appropriate safeguards and security measures will be taken in order to protect and maintain the confidentiality of research patients' information and data.
- Party of second part will notify the party of first part immediately of any loss or compromise of the Confidential information and Party of first part will notify the same to the sponsor of the study.
- Party of second part shall maintain required setup as per standard and must have calibration record of such system.
- It is responsibility of party of second part to provide such certification as and when demanded by party of first part.

4. MISCELLANEOUS

a) Compliance with applicable Laws:

- Both the parties will be responsible to comply with all the applicable national, state and local laws, rules, codes and ordinances that pertain to the performance of the Services. Any party's failure to comply with the duties described in this paragraph shall constitute -a material breach of this Agreement.

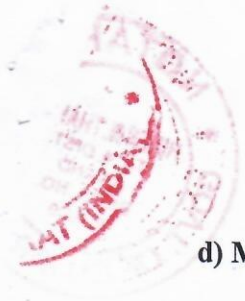
b) Relationship:

- No provision of this MOU shall be deemed to constitute a partnership or joint venture between the Parties.
- Further, each Party shall inform its employees that they shall not be treated as employees of the other Party for any purpose whatsoever and that they shall not exercise any rights or seek or be entitled to any benefits accruing to the regular employees of the other Party.
- No provision of this MOU shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this MOU.

c) Representations and Warranties :

- Party of Second Part makes the following representations and warranties to the other party here to that the representing party has the full power and unrestricted authority to enter into this MoU. Entering this MoU and performing the obligations hereunder does not conflict with and is not prohibited under the terms of any other agreement, document, law, rule, regulation or court order to which the representing party is subject. Each of the -parties has the full power and unrestricted authority to grant the licenses that are granted herein.

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d) Modifications and Amendments:

- This agreement will be reviewed by both the parties at a mutually accepted duration to ensure that it is still appropriate and the terms and provisions are current.
- Nothing in this agreement is intended to diminish or otherwise affect the authority of either agency to carry out its respective statutory functions.

5. TENURE

- This MOU shall come into effect from date of signing of this MOU and shall remain in force for an initial period of Five (5) years, which can be extended further as may be mutually agreed between the parties in writing. It is agreed that 30 days prior to the expiry of the term, the Parties shall mutually discuss the possibility of extending/ renewing the Tenure of this MOU.
- The Party of 'First Part' reserves the right to terminate this MOU with 7days prior written notice to the other party without giving any reasons, if either party feels the need for such an action.

6. INDEMINITY and LIMITATION OF LIABILITY

- The Party of Second Party shall be solely responsible for and shall indemnify if any claim, loss, damage occurred/or caused to the Party of First Part due to willful acts or omissions or carelessness or negligence of the faculty employed by the party of Second Part.
- To the fullest extent permitted by Applicable Law neither Party nor its Affiliates shall be liable for any special, indirect, consequential, or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this MOU even if either Party has been advised of the possibility of such damages.

7. FORCE MAJEURE:

- Any delay in services shall be subject to Force Majeure, such as unavailability of Doctor, Machinery or any supportive material, which require conduct of Digital fundus photo camera and Fluorescein Angiography (FA) at site.

8. DISPUTE RESOLUTION AND GOVERNING LAW

- In case of any difference or dispute arises between the Parties herein, the Parties shall hold mutual discussions to resolve such difference and/or dispute in an amicable manner for the best interests of both Parties. Parties shall try to resolve the difference and / or dispute within 30 days or such extended time as agreed between the Parties. In case, any difference and / or dispute could not be resolved through mutual discussion then such difference and /or dispute between the Parties shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be place. The award of the arbitration shall be final and binding between the Parties.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this MOU as of the date first written above, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

<p>Signed and delivered for on behalf of the party of the First Part, Bhaikaka University, Shree Krishna Hospital and Medical Research Centre, through its authorized signatory.</p> <p style="text-align: center;"><i>U</i></p>	<p>Signed and delivered for on behalf of the party of the Second Part Anuj Eye Hospital & Retina Center, Nr. D. N. High School, Opp. Navliwala Bld., Station Road, Anand 388 001</p> <p style="text-align: center;"><i>AkAni2</i></p>
<p>Institution Name: BHAIKAKA UNIVERSITY SHREE KRISHNA HOSPITAL AND MEDICAL RESEARCH CENTRE</p>	<p>Institution Name: ANUJ EYE HOSPITAL & RETINA CENTER</p>
<p>Address: GOKAL NAGAR, KARAMSAD - 388325</p>	<p>Address: Nr. D.N. HIGH SCHOOL, OPP. NAVLIWALA BLD, STATION ROAD, ANAND 388002</p>
<p>Contact Details: 02692 - 228741</p>	<p>Contact Details: 791-97265 77700</p>
<p>Web: utpcha2nk@charutarhealth.org</p>	<p>Web: anujadmin@yahoo.com</p>

Witnesses 1: SOHILKHAN PATHAN *[Signature]*
 Witnesses 2: Shikangi Pandey *[Signature]*

Witnesses 1:
 Witnesses 2:

IDENTIFIED BY ME
 ADVOCATE/PERSON
 Name: *[Signature]*



Regd. No. *209574*
 Date: *10/1/22*
SIGNED BEFORE ME
[Signature]
H. N. THAKER
 NOTARY
 ANAND DIST. ANAND

HIREN N. THAKER
 Advocate-Notary
 "Drashti" Opp. Saurashtra Colony,
 Mota Bazar, Vallabh Vidyanagar
 Dist. Anand, Gujarat, India
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