

MEMORANDUM OF UNDERSTANDING



The Memorandum of understanding is made between

S. G. Patel Ayurveda Hospital & Maternity Home, New Vallabh Vidyanagar through their authorized Signatory Dr. Chandulal H. Babaria, Director and Hospital Superintendent, Inhabitant, hereinafter referred to as "First Party",

AND

Shree Krishna Hospital, Karamsad managed by the Bhaikaka University, Gokal Nagar, Karamsad through their authorized Signatory Mr. Sandeep Desai, Chief Executive Officer Indian Inhabitant, hereinafter referred to as "Second Party", agreeing to provide the **enlisted health care services** for a period of three years commencing from 1st Day of April, 2022.

NOW THIS MOU WITNESS AS FOLLOWS,

1. Obligations of first party, S. G. Patel Ayurveda Hospital & Maternity Home, New Vallabh Vidyanagar

- 1.1. Refer any critical, accident trauma, poison cases to Shree Krishna Hospital, Karamsad
- 1.2. In case of Medical emergency the patient will be transferred to Shree Krishna Hospital, Karamsad
- 1.3. In case of Non availability of Beds, Patient will be referred to Shree Krishna Hospital, Karamsad
- 1.4. Send patients who require allopathic treatment and diagnostic service to Shree Krishna Hospital, Karamsad
- 1.5. Send patients who require Imaging services like X-ray, USG, CT, MRI, Doppler etc. To Shree Krishna Hospital, Karamsad
- 1.6. Use Karamsad Blood bank, Ambulance & Mortuary services of Shree Krishna Hospital, Karamsad whenever needed.
- 1.7. Swabs from all high risk areas of S. G. Patel Ayurveda Hospital & Maternity Home, New Vallabh Vidyanagar will be collected by Laboratory of Shree Krishna Hospital, Karamsad every month and report will be sent to S. G. Patel Ayurveda Hospital & Maternity Home, New Vallabh Vidyanagar.
- 1.8. Send complete details of health condition of the referred patient along with any treatment given.

2. OBLIGATIONS OF Second party, here Shree Krishna Hospital, Karamsad

- 2.1. In case of planned admissions at Second party's Hospital, the Second party shall send ambulance to First party's Hospital at New Vallabh Vidyanagar to pick up patient.
- 2.2. Provide ICU services.
- 2.3. Identify Single Point of Contact Person at **Shree Krishna Hospital, Karamsad** for coordination with Doctors and patient.
- 2.4. During the Consultation of Ayurveda patient (referred from S. G. Patel Ayurveda Hospital & Maternity Home) the Ayurveda treatment and outcomes should not be undervalued.

3. Payments Terms:

- 3.1 The charges for services provided will be as per the schedule of charges of Shree Krishna Hospital, Karamsad. The bill shall be cleared by the patient.
- 3.2 The charges for Swab Testing will be paid by **S. G. Patel Ayurveda Hospital & Maternity Home, New Vallabh Vidyanagar every month within 15 days after receiving the reports of Swab Testing from Shree Krishna Hospital, Karamsad.**

4. Term & Termination

- 4.1 This MOU shall into force on the effective Date and shall continue in full force and effect for a period of 3(Three) years from effective Date unless terminated earlier in accordance

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with Clause 4.2 the parties shall be at liberty to renew this MOU for any further period prior to the expiry of the term on terms and conditions as shall be mutually agreed to between them in writing.

- 4.2 The parties shall be entitled to terminate this MOU by providing 30 days of notice in writing to other party without assigning any reason. However, in case of breach of any terms of this MOU by either party, the non- defaulting party reserves the right to terminate this MOU with immediate effect.

5. Confidential information:

For the purpose of this MOU, "Confidential Information" shall mean any and all Confidential Information including but not limited to patient information provided by the disclosing party to receiving party whether furnished before or after the effective date or collected by receiving party and/or receiving party representatives independently whether directly or indirectly in connection with the provision of the services and regardless of the manner in which furnished, including but not limited to information relating to:

- 5.1 Matters of a technical nature including trade secret processes or devices, know-how, data, strategies, inventions (whether or not patentable or subject to copyright or trade secret protection), Intellectual Property, specifications and characteristics of the services planned or being developed and research subjects, methods and results;
- 5.2 Matters of business nature,
- 5.3 Details or records relating to patients maintained by the disclosing party,
- 5.4 Matters of a human resource nature such as employment policies and practices, personnel, compensation and employee benefits,
- 5.5 Other information of similar nature not generally disclosed by disclosing party and
- 5.6 Any documents or other items which are either marked "confidential" or specifically communicated by disclosing party to receiving party as "confidential".

6. General Provisions

- 6.1 **Independent Contractor:** Both the parties agree that each other is an independent contractor and is not the agent of the other and is not authorized to make any representation, contract or commitment on behalf of the other party.
- 6.2 **Successors & Assigns:** This MOU is solely for the benefit of the parties and not for the benefit of any third party, except that it is binding upon the parties and their respective successors and assignees.
- 6.3 **Assignment:** first party **S.G. Patel Ayurveda Hospital & Maternity Home, New Vallabh Vidyanagar** is not entitled to assign any of its rights and obligations under this MOU to any person.
- 6.4 **Amendment:** No addition, subtraction, modification and any amendment either to this MOU executed here under and any other attachments attached herewith, shall be valid unless mutually agreed to by the parties in writing.
- 6.5 **Survival:** The provisions contained in this MOU which reasonably be regarded as surviving limited to the provisions relating to confidential information.
- 6.6 **Governing Law:** This MOU shall be constructed and governed in accordance with Indian laws and courts of Anand shall have exclusive jurisdiction.
- 6.7 **Notices:** All notices and correspondences shall be made in writing and delivered at the address mentioned herein unless directed otherwise in writing by the parties by any method that provides a proof of delivery Notices and correspondences shall be deemed as received when delivered and shall be served when put through a course of irreversible transmissions. Notices may be served either by delivery to a party personally, prepaid air mail, courier, registered post, e-mail or facsimile.
- 6.8 **Dispute Resolution:** The parties shall make best efforts to resolve all differences and disputes arising in connection with this MOU, through cooperation and consultation. In case the differences or disputes are not settled amicably, then such dispute shall be finally settled under the Arbitration and conciliation Act, 1996, the **S.G. Patel Ayurveda**



Hospital & Maternity Home, New Vallabh Vidyanagar shall be entitled to appoint one arbitrator and **Shree Krishna Hospital, Karamsad** shall be entitled to appoint one arbitrator. The two arbitrators, so appointed, shall then appoint a third arbitrator. The award of arbitrator[s] shall be final and binding on both the parties.

6.9 **Severability:** In the event any provision of the MOU executed hereunder is deemed or rendered invalid, illegal or unenforceable by virtue of law, judicial/quasi-judicial/administrative order or any other instrument having the force of law, the same shall be ineffective solely to the extent of the affected provision without affecting the validity of the rest of the MOU.

INWITNESS WHEREFORE, both the Parties have duly executed this MOU on this 1st day of April, 2022.

Name of Institution: S.G. Patel Ayurveda Hospital & Maternity Home	Name of Institution: Bhaikaka University
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Director

G. J. Patel Institute of Ayurvedic Studies & Research
New Vallabh Vidyanagar

Witness 1:



Witness 2:

REGISTRAR
CVM UNIVERSITY
VALLABH VIDYANAGAR



Witness 1:


REGISTRAR
BHAIKAKA UNIVERSITY
KARAMSAD

Witness 2:


ASSISTANT REGISTRAR
BHAIKAKA UNIVERSITY
KARAMSAD