



represented by its authorized signatory, Dr. B.G. Sagar, The Medical Superintendent (hereinafter called AHRC) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the One Part;

AND

**M/s. Rural India Health Project Hospital, (A hospital managed by M/s. Tata Coffee Limited)**, situated at Ammathi Siddapur Road, Ammathi Village, Virajpet Taluk, Kodagu District - 571 211 represented by its Chief Medical Officer, Dr. C.K.N. Chandru (hereinafter referred to as the "RIHP") [which expression shall include its successor, their Executors, Administrators and legal representatives] of the Other Part

#### RECITALS

- A. AHRC is engaged in the provision of diagnostic and healthcare services and manages a hospital in B.G. Nagara, NH-75, including the Facilities (defined hereinafter).
- B. AHRC and RIHP have agreed that AHRC shall provide diagnostic and healthcare services to members/ Beneficiaries/patients referred by RIHP and subject to the terms and conditions contained in this Agreement.
- C. Each party acknowledges that this is not an exclusive agreement with respect to diagnostic and healthcare services and that each party may contract with other parties for providing/ obtaining same or similar services.

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 given as under:

"**Agreement**" shall mean this agreement, together with its Appendices and Schedules;

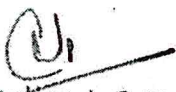


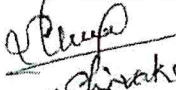
"**Authorization Letter**" shall have the meaning given in Article 3.1;

  
MEDICAL SUPERINTENDENT  
Idichunchanagini Hospital & Research Centre  
J.G. Nagara-571 448, Nagamangala Tq.,  
Mandya Dist.

  
Chief Medical Officer  
R.I.H.P. Hospital  
Ammathi - 571 211  
South Kodagu

Agreement, the courts at Bangalore shall have exclusive jurisdiction over all matters arising from this Agreement.

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

<p>On behalf of Rural India Health Project Hospital</p> <p></p> <p><b>Chief Medical Officer</b> R.I.H.P Hospital Authorized signatory 571 211 South Kodagu Name: Dr. Chandru CKN</p>	<p>On behalf of Adichunchanagiri Hospital and Research Centre</p> <p></p> <p><b>MEDICAL SUPERINTENDENT</b> Authorized signatory Adichunchanagiri Hospital &amp; Research Centre V.O. Nagar-571 448, Nagamangala To Name: Dr. B.G. Sagar</p>
<p>Designation: Chief Medical Officer Seal</p>	<p>Designation: Medical Superintendent Seal</p>
<p>Witness:</p>	<p>Witness:  (1) AMS At Rove 103 ACR C</p>
<p>Witness:</p>	<p>Witness:  P.R.O Chinakumar. #11621</p>

### SCHEDULE 1

Hospital Tariff as annexed with applicable discount rates as mentioned below.

Discount	Description
10%	On all In-Patient Billing excluding Pharmacy, Implants, Consumables, Packages & Dialysis
10%	On Consultation/Laboratory Investigations (Except on out sourced investigations), Radiology, OP Procedures excluding Consumables & Medicines.

“**Beneficiaries**” shall mean the members/ patients (including the family members) referred by RIHP for treatment in AHRC by written communication from time to time;

“**Treatment Services**” means the facilities and provision of medical and surgical services provided by AHRC at the Facilities as mutually agreed, and as may be revised by AHRC from time to time

“**Diagnostic Services**” means the testing, laboratory, investigations and diagnostic services provided by AHRC at the Facilities, as detailed in Schedule of Rates annexed in *Schedule 1*, as provided by AHRC, and as may be revised by AHRC from time to time with prior notice to the RIHP;

“**Facilities**” means the hospitals, laboratories and clinics of AHRC from which the Services will be provided by AHRC to the Beneficiaries;

“**Services**” means OPD and IP Medical, Diagnostic and other Treatment Services as set forth in this Agreement;

“**Term**” shall mean a period of (3) Three Years commencing from the Date of Execution.

## **ARTICLE 2. SCOPE OF THE AGREEMENT**

- 2.1 On and from the date of this Agreement, AHRC agrees to provide and RIHP agrees to engage AHRC to provide to the Beneficiaries diagnostic and healthcare services on the terms and conditions hereinafter set out in this Agreement.


## **ARTICLE 3. ADMISSION PROCEDURE**

- 3.1 AHRC shall provide admission against the referral letter issued by RIHP. In case of emergency, the Beneficiaries can produce the referral documents within 48 Hours of admission. Medical reports would be handed over directly to Beneficiaries. Further, Medical Reports shall be provided to RIHP by AHRC subject to specific consent from concerned Beneficiary.

## **ARTICLE 4. DISCHARGE & BILLING PROCEDURE**

- 4.1 Subject to the written consent of the beneficiary, the original bills relating to treatment provided to Beneficiaries will be compiled and forwarded to RIHP for payment after availing the services.
- 4.2 If further treatment is required to be provided to Beneficiary, AHRC shall provide their recommendations in the medical discharge card and

  
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hand it over to the Patient. In case, follow up treatment is required, a new referral letter has to be obtained from RIHP.

**ARTICLE 5. FEE SCHEDULE & PAYMENT TERMS**

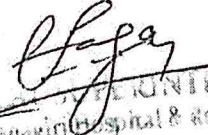
- 5.1 All Services will be offered by AHRC as per the package rates defined in **Schedule 1**, excluding GST, which if applicable, shall be charged additionally. The rates are liable to be revised by AHRC from time to time, subject to a maximum of one revision during the term of this agreement, and such revision will be intimated to RIHP with prior notice. RIHP shall accept such revision through written communication to the AHRC within 15 (Fifteen) days from the date of receipt of such intimation failing which RIHP shall be deemed to have accepted the revisions. Both parties shall countersign and accept the charges for new items on an official letterhead.
- 5.2 AHRC hereby agrees to extend credit facility to RIHP wherever it is specifically mentioned in the referral letter issued by RIHP both for the Out Patient and Inpatient Services and the payment for the Services provided shall be made in full by RIHP within a period of 30 days from the date of receipt of the Bill issued by AHRC as per the agreed schedule of Charges. The payments shall be subject to tax deduction at source as per the Income Tax Act 1961, if applicable.
- 5.3 AHRC shall raise the bills in the name of The Manager (Accounts), Tata Coffee Limited, Pollibetta-571 215, Kodagu.


**ARTICLE 6. REPRESENTATION AND WARRANTIES BY AHRC AND RIHP.**

- 6.1 AHRC represents and warrants that they shall maintain utmost care and diligence in the provision of the Services rendered to the Beneficiaries.
- 6.2. RIHP represents and warrants that the referral letter provided by the RIHP shall be provided by its authorized representative and signatory, and that it will honour the bills raised for Services rendered by the AHRC on the basis of the Referral Letter provided by the Beneficiary.
- 6.3 RIHP represents and warrants that the hospital charges and expenses incurred shall be paid to the AHRC based on the invoices raised by the AHRC from time to time.

**ARTICLE 7. TERM OF AGREEMENT**

- 7.1 This Agreement shall be in force for a period of (3) Three years from the date of execution ("Term"). The Agreement may be renewed by the

  
The Manager (Accounts)  
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Pollibetta-571 215, Kodagu

  
Chief Medical Officer  
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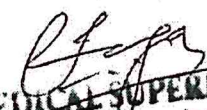
Parties for such further periods as may be mutually agreed by the Parties.


#### **ARTICLE 8. INDEMNITY AND LIABILITY**

- 8.1 AHRC agrees to indemnify and hold harmless RIHP, its directors, trustees, officers and members, from any and all actions, claims, suits, losses, damages, costs, expenses (including reasonable legal expenses and attorney fees), arising out of or in relation to (i) any breach of any representation or warranty given in terms of this Agreement or (ii) the willful or negligent misconduct of AHRC, its employees and agents.
- 8.2 Notwithstanding the above, in no event shall AHRC be liable to RIHP for any indirect, special, incidental, consequential, remote, exemplary or punitive damages or losses which may be suffered by either of them with respect to the subject matter covered by this agreement.

#### **ARTICLE 9. CONFIDENTIALITY**

- 9.1 AHRC will be privy to the following confidential information ("**Confidential Information**"):
- (i) The identity of the Beneficiaries, their names, addresses and telephone numbers;
  - (ii) diagnosis and medical reports of the Beneficiaries;
  - (iii) Any information which the Facility may receive from RIHP or the Beneficiary (and/ or their dependents), or through medical examination of the Beneficiary;
- 9.2 Confidential Information will be kept confidential by AHRC. AHRC further agrees that the information at (ii) and (iii) above will not be shared with any third party without the prior written consent of the Beneficiary.
- 9.3 AHRC agrees that at any time during and after the Term, it will not disclose or communicate any of Confidential Information except at the request of the Beneficiary, or as required by the RIHP for clearing the Bills of AHRC, or as necessary for it to: (i) properly perform the Diagnostic Services and Treatment Services; or (ii) disclose the Confidential Information if obliged to do so by law or order of a court in which case AHRC shall immediately notify RIHP (for intimating the Beneficiary) of such requirement and use its best endeavors (without breach of applicable law) to delay and withhold disclosure until RIHP/ Beneficiary has a reasonable opportunity to oppose disclosure by lawful means, and to limit such disclosure to the extent required by the law or by order of court.
- 9.4 This restriction shall not apply to Confidential Information that is or becomes public knowledge through no fault of AHRC.

  
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## ARTICLE 10. NOTICES

- 10.1 Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by e-mail, or, facsimile transmission, and then confirmed by personal delivery or prepaid registered post or by nationally recognized courier service, in the manner as elected by the party giving such notice to the following address:

If to AHRC:

To the Attention of: Medical Superintendent, AHRC

B.G. Nagara, NH-75, Nagamangala Taluk, Mandya District - 571448

Email: [ahrc@acu.edu.in](mailto:ahrc@acu.edu.in)

If to the RIHP:

To the Attention of: Chief Medical Officer/Administrator

Rural India Health Project Hospital,

Ammathi Siddapur Road,

Ammathi Village,

Virajpet Taluk, Kodagu District -571 211

Email: [chandru.ckn@rihp.org](mailto:chandru.ckn@rihp.org) / [Kushalappa.bk@rihp.org](mailto:Kushalappa.bk@rihp.org).

## ARTICLE 11. TERMINATION

- 11.1 Either Party may terminate this Agreement by giving the other Party a written notice of a period, not less than 30 days without assigning any reasons.
- 11.2 Either Party may terminate this Agreement for breach of this Agreement by giving the other Party written notice of such breach. The Party in breach of the Agreement shall be provided a period of 15 days to cure such breach ("**Cure Period**"). In the event that the breach is not cured within the Cure Period, this Agreement may be terminated immediately in writing. In the event the breach is of such a nature as cannot be cured, or cannot be cured within a period 15 days, the Agreement will be terminated upon the issuance of the notice of termination.
- 11.3 Either Party may terminate this Agreement if the other Party is wound up, or is subject to the administration of its business, or all or substantially all of its assets by a receiver, administrator or liquidator.
- 11.4 The termination of this Agreement does not absolve RIHP from making all such payments as have accrued for the Services provided by AHRC, and RIHP shall make such payments within 30 days of termination of this Agreement. RIHP will also make the payments for the Services being rendered to such Beneficiary as are undergoing Services in any

  
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Facility at the time of termination, until its completion or their discharge from the Facility.

#### **ARTICLE 12.ARBITRATION**

- 12.1 If any dispute arises amongst Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, the Parties shall endeavor to settle such dispute amicably.
- 12.2 In the case of failure by the Parties to resolve the dispute in the manner set out above within twenty (21) days from the date when the dispute arose, the dispute shall be referred to arbitration before a sole arbitrator appointed mutually by both the parties. The place of arbitration shall be at Bangalore. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in the English language. The arbitrator shall also decide on the costs of the arbitration proceedings.
- 12.3 The arbitrator's award shall be substantiated in writing and the Parties shall submit to the arbitrator's award which shall be enforceable in any competent court of law.
- 12.4 Notwithstanding anything to the contrary in this Agreement, either Party may at any time seek injunctive or interlocutory relief (including any interim injunction, permanent injunction, restraining order or other equitable relief) in a court of competent jurisdiction in order to protect any urgent interest of such Party, including the confidentiality restrictions of this Agreement.

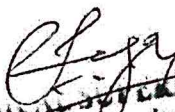
#### **ARTICLE 13.MISCELLANEOUS**


##### **13.1 Tax Liability**

Each Party shall bear and fully comply with all their respective tax liabilities arising from the provisions of this Agreement.

##### **13.2 Waiver:**

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision at a later point of time. Any waiver or acquiescence by either Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

  
SUPERINTENDENT  
Mishanbanagiri Hospital & Research Centre  
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### 13.3 Severability

If any provision of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

### 13.4 Amendments

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing by RIHP and AHRC

### 13.5 Entirety

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.

### 13.6 Relationship

The relationship between the Parties is independent and is on a principal to principal basis. Nothing in this Agreement shall be interpreted or construed as constituting, expressly or by implication, an employer-employee relationship between the parties hereto. Further, none of the provisions of this Agreement shall be deemed to constitute a partnership or agency between the Parties hereto and neither shall have any authority to bind the other or shall be deemed to have any authority of the other otherwise than as strictly provided under this Agreement.

### 13.7 Anti-Bribery and Anti-Corruption

Parties agree to comply fully with all applicable laws and regulations related to anti-bribery or anti-corruption.

### 13.8 General Compliance


The Parties agree that they shall, in the performance of this Agreement, comply with all legal and regulatory requirements as may be applicable from time to time.


### 13.9 Assignment

Neither Party shall be entitled to assign any of its rights or obligations hereunder in any manner howsoever without the express prior written consent of RIHP.

### 13.10 Governing law

This Agreement shall be governed and construed in accordance with the laws of India and subject to the provisions for resolution of disputes under this Agreement through arbitration in Article 13 of this

  
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