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INDIA NON JUDICIAL

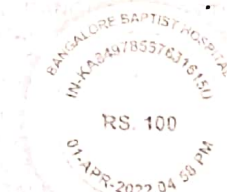
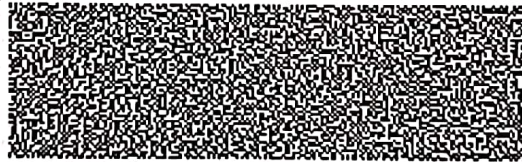
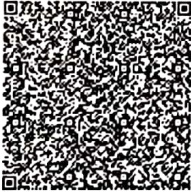
Government of Karnataka

Rs. 100

e-Stamp

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 Certificate Issued Date : 01-Apr-2022 04:58 PM  
 Account Reference : NONACC (FI)/ kaksfcl08/ HEBBAL1/ KA-BA  
 Unique Doc. Reference : SUBIN-KAKAKSFCL0801873186271526U  
 Purchased by : BANGALORE BAPTIST HOSPITAL  
 Description of Document : Article 12 Bond  
 Description : MEMORANDUM OF UNDERSTANDING  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : BANGALORE BAPTIST HOSPITAL  
 Second Party : ATRIA INSTITUTE OF TECHNOLOGY  
 Stamp Duty Paid By : BANGALORE BAPTIST HOSPITAL  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)

Acharya Souharda Credit Co-Operative Ltd.  
 Authorised Signatory



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**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into on the 1<sup>st</sup> day of April, 2022 (01.04.2022) at Bangalore; by and between **Bangalore Baptist Hospital**, a registered Hospital under Karnataka Private Medical Establishment Act, situated at Bellary Road, Hebbal, Bangalore – 560 024, represented by its Head-Administrative Services, including his/her legal assigns, hereafter called

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**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



INDIA NON JUDICIAL GOVERNMENT OF KARNATAKA

the “**First Party**” or “**BBH**” for brevity. **AND Atria Institute of Technology**, having its registered office at AKSB Campus Anandnagar, Hebbal, Bangalore - 560024, including his/her legal assigns, hereafter called the “**Second Party**” or “**ATRIA**” for brevity

(For the sake of convenience wherever it is deemed appropriate each party is individually referred to by its respective name either as “**BBH**”/ “**ATRIA**” or as “**Party**” as the case may be and collectively referred to as the “**Parties**”)

Whereas “**ATRIA**” has approached **BBH** for Medical Facilities in IP, OP and Health check-up and agreed that “**ATRIA**” would refer patients to **BBH** for the same. **BBH** in turn has agreed that it shall facilitate the medical facilities for the same and would provide the relevant reports within the required number of days.

**Bangalore Baptist Hospital** is engaged in the business of providing healthcare services in Bangalore with all major and multiple super-specialties.

“**ATRIA Institute of Technology**” is an Educational Institution.

Now the **Memorandum of Understanding** witnesses that

1. **Term**

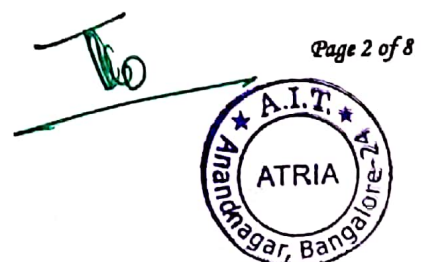
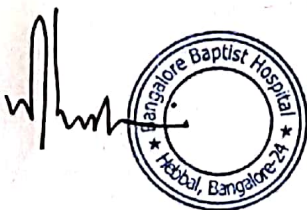
This MOU shall be in force with effect from 01.04.2022 for a period of two years and may be renewed further, on such terms and conditions as may be mutually agreed upon by both the parties.

2. **Contents**

This MOU reconfirms the particulars filled in this MOU and the Annexure thereof as true and correct and as mutually accepted by both the parties in entirety.

3. **Payment Terms**

- a. **BBH** shall raise the bills for the Medical Services and related treatments to the patients on a case to case basis and issue the reports to the





patients referred by **ATRIA** after such required treatment. **ATRIA** agree to settle the bills raised at the time of discharge.

- b. **BBH** has agreed to give a discount of Adhyapak health scheme (Annexure B) on the final bill if the payment is made by **ATRIA** within 30 days of the submission of the bill for In-patient services. Any revision of charges that occur during the course of time will be intimated to **ATRIA** in advance by **BBH** vide written instructions and the revision in rates shall be chargeable from the date of revision notwithstanding the date of admission. This shall not be applicable for any tests that are not available in **BBH** and hence sent out like Lab, or certain CT scans which will be intimated by **BBH** on a case to case basis. In such cases the charges as levied by the outside centers will be charged. In case the pending amounts along with the respective interest amounts are not received by the Service Provider within a total of 60 days from the date of raising the bills, **BBH** shall be free to put on hold the credit facility and inform the same to **ATRIA**. **ATRIA** has agreed that the patients/beneficiaries referred by them shall make immediate cash payments for all Out-Patient services to **BBH**.
- c. The hospital charges agreed and appended if any by mutual consent shall be valid for one year through the 31<sup>st</sup> of March of each year. The Schedule of Hospital Charges is attached hereto as Annexure-A. Any revision of charges that occurs during the term of this Agreement will be intimated by **BBH** to **ATRIA** with one month's advance notice. If **ATRIA** does not respond within 10 working days of sending the revised rates, and/or denies implementation of the revised rates, then **BBH** shall put on hold the credit facility to the beneficiaries of **ATRIA** or terminate the MOU.
- d. Any other charges incurred other than that of Annexure-A would be discussed vide written instructions on a case-to-case basis by **BBH** to **ATRIA**.

4. **Obligations of ATRIA:**

- a. All staff of **Atria** shall enroll under Adhyapak Health scheme to avail special discount (Annexure B- page 2) for medical care.



- b. Patients sent should be accompanied by a reference letter from **ATRIA** to **BBH**.
- c. Patients shall also bring the ID card issued to them by **ATRIA** along with the reference letter.
- d. In the reference letter, **ATRIA** shall also specify the ward category/eligibility of the referred patient. In case of non-availability of the particular category of ward/bed or if the patient opts for a higher ward, the patient shall be entitled to pay the difference in the charges.
- e. **ATRIA** shall conduct medical emergency and Health education for the
- f. **ATRIA** office may contact the following **HOSPITAL** office for:

Department	Contact No.	Time
Corporate office	080-2202411/553	7:30am to 7:30pm
Emergency Medicine	8880408040, 08022024334	24/7
Administrative Relations	9449862627/8880458045	

**5. Obligations of BBH:**

- a. Scanned copies of original reports shall be e-mailed followed by a hard copy.
- b. Slides, blocks and original reports will be preserved at our Institution (BBH) and can be sent to **ATRIA** on request through VPP/Courier post.
- c. In the event of the particular category of the eligible ward not being available at the time of admission of the patient, **BBH** shall accommodate the patient in a lower ward which is available and also bill the patient accordingly. As soon as the eligible ward is available, then the patient will be shifted and billed accordingly thereafter.



*Handwritten signature and initials in blue ink.*



- d. **BBH** agrees to provide medical awareness program and training service to **ATRIA**.
- e. **ATRIA** office may contact the following **HOSPITAL** office for:

Department	Contact No.	Time
Administrative Relations	Mr. Omprakesh. B Mr. Srinivas. B.V	8497005326 8884400020

**6. Notices and Communications**

Notices required or permitted under this Agreement will be in writing and sent by prepaid registered or certified air mail or courier and will be deemed to have been properly served to the addressee upon receipt of such written communication, to the addresses mentioned in the title above.

**7. Amendment**

No amendment, modifications or addition to this MOU shall be effective or binding on either of the parties hereto unless set forth in writing and executed by them through their duly authorized representatives and subject to obtaining approvals if any following such execution.

**8. Termination**

Both the parties have the right to terminate this **MOU** with one month's prior written to the other party. Either Party has the right to terminate this MOU on violation of any clause(s) of this MOU or without assigning any reason. However **BBH** shall ensure that all patient reports are sent to **ATRIA** until the effective date of termination. **ATRIA** shall ensure that it will settle all pending bills during such period and all other accounts till the last date of termination or expiry of this MOU.





**9. Consequences of Termination:**

- a. From the date of expiry or earlier termination of this MOU, **BBH** shall not be obliged to render services to **ATRIA** as contemplated under this MOU.
- b. Within 7 days of expiry or earlier termination of this MOU, the parties shall reconcile their accounts and **ATRIA** shall settle all the amounts which are due and payable by it to **BBH** under this MOU fully and finally.

**10. Force Majeure:**

- a. Neither party hereto shall be liable to the other for any breach of its respective obligations under this MOU resulting from causes beyond its 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 (an 'Event of Force Majeure').
- b. Each of the parties hereto agree to give notice forthwith 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.

**11. Indemnity:**

- a. Each **Party** shall be responsible and liable to the other for all the acts and omissions relating to its respective part of obligations.
- b. Each **Party** shall indemnify and hold harmless the other **Party**, other party's directors, partners, officers, employees, agents, subsidiaries, affiliates and assignees or any of them to the full extent against all direct losses and direct damage suffered by the other party on account of or arising out of or attributable to the negligence or a breach or non performance of this **MOU** by such party.



**12. Entirety:**

This MOU, along with the **Annexure** hereto, represents the full and final understanding between the parties on the subject matter contemplated hereto and merges and supersedes any and all other promises, understandings or agreements with respect to the subject matter hereof. This MOU may only be modified by a written instrument signed by both parties.

**13. Counterparts:**

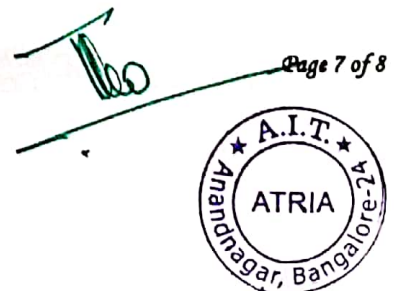
This Agreement may be executed in 2 number of originals or counterparts, each in like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing both such originals or counterparts.

**14. Severability:**

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.


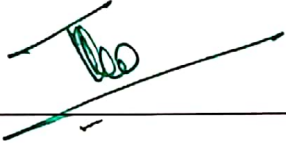


**15. Governing law and dispute resolution:**


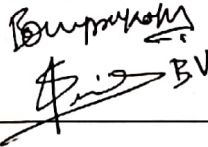
- a. The provisions and implementation of this MOU shall be governed by the laws of the Republic of India.
- b. All or any disputes or claims arising out of this MOU shall first be discussed and attempted to be settled in a dispute resolution meeting or through mediation by a trained mediator, to be held within 30 days of notification of dispute by either party to the other. If no settlement is reached even after the lapse of 7 working days of conclusion of the dispute resolution meeting then, the parties shall get the same resolved by the Arbitrator appointed by mutual consent of both the parties or before the Jurisdictional Courts of Bangalore City.



IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed in duplicate as of the date written below by their duly authorized representatives.

Signed and delivered by the within named,

Parties	For and on behalf of Bangalore Baptist Hospital	For and on behalf of Atria Institute of Technology
Name	Mr. Sunny Kuruvilla	Dr. T N Sreenivasa
Designation	Associate Director	Principal
Signature		
Date		
Seal		

	WITNESS-1	WITNESS-2
Name	DAVIDSON D	Omprakash B SREENIVAS B.V
Address	BBH, ATRIA BANGALORE	Asst Professor, Dept Of ISE Atria I T, Hebbal Bengaluru- 560024
Signature		
Date		

