

Regd No 1923/2021
Date 15/09/2021



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MEMORANDUM OF UNDERSTANDING (MoU)

THIS MEMORANDUM OF UNDERSTANDING (herein called as '**MOU**') entered into on this the **15th day of September, 2021** at Kohima, Nagaland.

BETWEEN

OKING HOSPITAL & RESEARCH CLINIC (Herein referred to as '**HOSPITAL**'), represented by **Shri. Dr. VIKETHONYÜ KESIEZIE**, in his capacity as Managing Director, of the HOSPITAL, having its office at Phool Bari, Kohima, Nagaland - 797001; duly authorized thereto on the ONE PART;

AND

KOHIMA COLLEGE, KOHIMA (hereinafter referred to as "**INSTITUTION**") represented by the Principal, **Dr. RALIMONGLA**, in her capacity as Principal of the INSTITUTION, having its campus at Billy Graham Road, Kohima, Nagaland - 797003 duly authorized thereto on the other part.

WHEREAS the HOSPITAL being a health care provider duly recognized and authorized by appropriate authorities to impart health care services to the public at large; the INSTITUTION aiming to provide health care and hospitalization benefit to the students & employees of the institution agrees to empanel the HOSPITAL as empanelled health care provider and have agreed to sign this **MEMORANDUM OF UNDERSTANDING** with the HOSPITAL.

Authenticated by me

Medochonu Kharutso
Notary Public
Regd. No. 60/15

Principal
Kohima College
Kohima

Director
Oking Hospital and Research Clinic

AND WHEREAS the parties are desirous of entering into an agreement of mutual cooperation;

AND WHEREAS the parties desire that the terms of this Agreement be reduced to writing.

NOW THIS MEMORANDUM OF UNDERSTANDING (MoU) WITNESS AND AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. INTRODUCTION

During the time of health emergency, collaboration among health care entities (e.g. hospitals, nursing homes, clinics, rehabilitation, and facilities) can be vital to secure the health of individuals and populations. In particular, hospitals offering acute care services can benefit from sharing resources (e.g. personal, equipment, supplies) and providing logistical support (e.g. continuity of communications) to meet patients surges during public health emergencies. Therefore, both the HOSPITAL and the INSTITUTION have executed this memorandum of understanding (MOUs) or mutual aid agreement (MMAs) to facilitate such potential collaborative efforts.

2. COMMENCEMENT AND DURATION

- 2.1 Notwithstanding signature hereof, this agreement shall be deemed to have commenced on the **15th day of September 2021** and shall continue for a period of **5 (five) calendar years** renewable for the same period unless cancelled by the mutual agreement of both parties, by either party giving each other a notice period of 60 (sixty) days. Terms and Conditions will be reviewed annually and as when the need arises.

3. OBJECTIVE OF THE MEMORANDUM OF UNDERSTANDING (MoU)

The HOSPITAL has agreed to go for alliance, so that the INSTITUTION can;

- 3.1 Provide good health, safety and well being to all their students & employees;
- 3.2 Access to competent occupational health advice and support;
- 3.3 Improve access to preventive care and treatment for common health problems;
- 3.4 Manage work place emergencies and;
- 3.5 Provide reliable and comprehensive health care services.

4. SCOPE OF SERVICE

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- 4.1 The HOSPITAL will provide a MBBS doctor for medical OPD facilities to the students and staffs of the INSTITUTION for 2 (two) days in a week between (9:00 AM - 11:00 AM)
- 4.2 Package for medical OPD in the INSTITUTION - Rs. 20,000/- plus service tax per month.
- Package includes:
- i) Doctor's availability in the medical room.
 - ii) Weekly visit one specialist/multi specialist.
 - iii) Pick up and drop of the doctor coming on daily basis.
 - iv) Ambulance facilities from INSTITUTION to HOSPITAL in case of emergency.
 - v) 20% discount on specialist consultation and diagnosis for the patient referred from the OPD to HOSPITAL.

5. IDENTIFICATION OF BENEFICIARIES

- 5.1 For the purpose of Identification, the INSTITUTION shall provide each beneficiary and Identity Card (Students/Employee ID Card). The beneficiary will produce this card at the time of admission/procedure/consultation for the purpose of identification.
- 5.2 The beneficiaries will be identified by the hospital on the basis of ID Cards issued to them.
- 5.3 The ID Cards shall have the photograph and finger print details of the beneficiaries.
- 5.4 For the ease of the beneficiaries, the INSTITUTION must display the recognition and promotional material, network status, and procedures for admission at prominent location.

6. HOSPITAL SERVICES- ADMISSION PROCEDURE

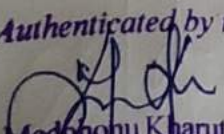
6.1 Planned Admission

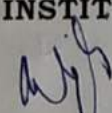
It is agreed between the parties that on receipt of request for hospitalization on behalf of the beneficiaries the process to be followed by the INSTITUTION will be agreed by the parties.

6.2 Emergency Admission

- 6.2.1 The parties agree that the INSTITUTION shall admit beneficiary (ies) in the case of emergency but the ID card need to be produced and authenticated within 24 hours of admission.
- 6.2.2 INSTITUTION upon deciding to admit the beneficiary should inform/intimate over immediately to the HOSPITAL.
- 6.2.3 The data regarding admission shall be sent electronically to the INSTITUTION by the HOSPITAL.

7. CHECKLIST FOR INSTITUTION AT THE TIME OF PATIENT DISCHARGE

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- 7.1 Original discharge summary, counterfoil generated at the time of discharge, original investigation reports, all original prescription & Pharmacy receipt etc. must not be given to the patient. These are to be forwarded to billing department of the HOSPITAL who will compile and keep the same with the HOSPITAL.
- 7.2 The discharge card/summary must mention the duration of ailment and duration of other disorders like hypertension or diabetes and operatives notes in case of surgeries.
- 7.3 Signature or thumb impression of the patient/beneficiary on final hospital bill must be obtained.
- 7.4 Authorization letter issued by the INSTITUTION must be obtained from the beneficiaries.
- 7.5 Any other documentary evidence statutory required by the law.

8. PAYMENT TERMS


- 8.1 All payments shall be made in favour of the HOSPITAL either in cash or cheque.


9. DECLARATION AND UNDERTAKING OF THE HOSPITAL

- 9.1 The HOSPITAL undertakes that they have obtained all registration/ licenses/ approvals required by law in order to provide the services pursuant to this agreement and that they have the skills, knowledge and experience required to provide the services as required in this agreement.
- 9.2 The HOSPITAL undertakes to uphold all requirement of law in so far as these apply to them and in accordance to the provisions of the law and the regulations enacted from time to time, by the local bodies or by the Central or the State Government.
- 9.3 The HOSPITAL declares that it has never committed a criminal offence which prevents it from practicing medicines and no criminal charges has been established against it by a court of competent jurisdiction
- 9.4 Hospital shall follow clinical pathways as defined by the State Nodal Agency.

10. GENERAL RESPONSIBILITIES & OBLIGATIONS OF THE PARTIES

- 10.1 Any deficiency in the documentation should be brought to the notice of the HOSPITAL within 6 (six) days of receipt of the Final Bills and the payment shall be released after rectifying the deficiency.
- 10.2 The HOSPITAL will furnish to the INSTITUTION the detailed schedule of charges of various services and keep the INSTITUTION informed of any revision in the charges, which may take place from time to time, with mutual consent of both the parties.

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- 10.3 The HOSPITAL and the INSTITUTION will have no objection for using their name, and other relevant materials in advertisement, promotional literature, website, etc. sponsored by each other.
- 10.4 That the beneficiaries of the INSTITUTION will be provided best possible treatment by the panel of consultant attached to HOSPITAL according to the practice parameters and clinical protocols established by the HOSPITAL.
- 10.5 The INSTITUTION will not interfere in the treatment and medical care provided to its beneficiaries by the HOSPITAL.
- 10.6 The INSTITUTION may visit the HOSPITAL to liason with the beneficiary and the consultant in the charge of the beneficiaries.
- 10.7 The HOSPITAL agrees to extend the necessary cooperation during such visit.

11. RELATIONSHIP OF THE PARTIES

- 11.1 Nothing contained herein shall be deemed to create between the parties any partnership, joint venture or relationship of principal and agent or master and servant or employer and employee or any affiliate or subsidiaries thereof. Each of the parties hereto agrees not to hold itself or allow its directors/employees/agents/representatives to hold out to be a principal or an agent, employee or any subsidiary or affiliate of the other.

12. CONFIDENTIALITY

This clause shall survive the termination/expiry of this agreement.

- 12.1 Each party shall maintain confidentiality relating to all manners and issue dealt with by the parties in the course of the business contemplated by and relating to this agreement. The INSTITUTION shall not disclose to any third party, and shall use its best efforts to ensure that its, students, officers, employees, keep secret all information disclosed, including without limitation, documents marked confidential, medical reports, personal information, and other unpublished information except as maybe authorized in writing by the INSTITUTION. The HOSPITAL shall not disclose to any third party and shall use its best efforts to ensure that its directors, officers, employees, subcontractors and affiliates keep secret all information of the institution's proprietary information, process flows, and other required details.
- 12.2 In particular the INSTITUTION agrees to maintain confidentially and endeavor to maintain confidentiality of any persons directly employed or associated with health services under this agreement of all information received by the INSTITUTION or such other medical practitioner or such persons by virtue of this agreement or otherwise, including beneficiaries' proprietary, confidential

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information relating to medicals test reports whether created/ handled/ delivered by the INSTITUTION. Any personal information relating to the benefits received by the INSTITUTION shall be used only for the purpose of inclusion/ preparation/ finalization of medical reports/ test reports for transmission to HOSPITAL only and shall not give or make available such information/ any documents to any third party whatsoever.

13. **TERMINATION**

- 13.1 This agreement may be terminated by either party by giving 2 (two) months prior written notice by means of registered letter or a letter delivered at the office and duly acknowledge by the other, provided that this agreement shall remain effective thereafter with respect to all rights and obligations incurred or committed by the parties hereto prior to such termination.
- 13.2 Either party reserves the right to inform public at large with the reasons of termination of the agreement by the method which they deem fit.
- 13.3 In the event of the termination of the Agreement, the INSTITUTION will be responsible for the payments of bill of the authorized beneficiaries prior to the date of termination.

14. **MISCELLANEOUS**

- 14.1 This agreement together with any Annexure attached hereto constitute the entire Agreement between the parties and supersedes, with respect to the matter regulated herein, and all mutual understandings, accord and agreements, irrespective of their form between the parties. Any annexure shall constitute an integral part of the Agreement.
- 14.2 Except as otherwise provided herein, no modification, amendment or waiver of any provision of this agreement will be effective unless such modification, amendment or waiver is approved in writing by the parties hereto.
- 14.3 Should specific provision of this agreement be wholly or partially not legally effective or unenforceable or later lose their legal effectiveness or enforceability, the validity of the remaining provisions of this agreement shall not be affected thereby.
- 14.4 The failure of any of the parties to insist, in any one or more instances, upon a strict performance of any of the provisions of this agreement or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of such provision, but the same shall continue and remain in full force and effect.
- 14.5 The INSTITUTION will indemnify, defend and hold harmless the HOSPITAL against any claims, demands, proceedings, actions, damages, costs, and expenses which the latter may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the INSTITUTION or any of its employees/doctors/other medical staffs.

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- 14.6 The HOSPITAL hereby agrees to provide the medical services at the agreed discounted rate which is 20% for OPD Services and 10% for IPD services (other than pharmacy and consumable).

15. LAW AND ARBITRATION

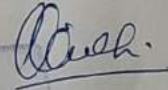
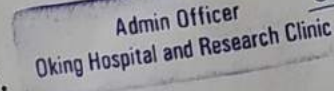
- 15.1 The provision of this Agreement shall be governed by, and construed in accordance with Indian Law.
- 15.2 Any dispute, controversy or claims arising out of or relation to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provision of the (Indian) Arbitration and Conciliation Act, 1996.
- 15.3 The arbitral tribunal shall be composed of three arbitrators, one arbitrators appointed by each party and one another arbitrator appointed by the mutual consent of the arbitrators appointed.
- 15.4 The place of arbitration shall be **KOHIMA, NAGALAND** and any award whether interim or final, shall be deemed for all purposes between the parties to be made, in **KOHIMA, NAGALAND**.
- 15.5 The arbitration procedure shall be conducted in the English language and any award or awards shall be reentered in English. The procedural law of the arbitration shall be Indian law.
- 15.6 The award of the arbitrator shall be final and conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.
- 15.7 The rights and obligation of the parties under, or pursuant to, this clause including the arbitration agreement in this clause, shall be governed by and subject to Indian Law.
- 15.8 The cost of the arbitration proceeding would be borne by the loser of the arbitration procedure, as determined by the award of the arbitration. In case there is no winner of the arbitration proceeding, as determined by the award of the arbitration, the cost shall be borne by the parties on equal sharing basis.

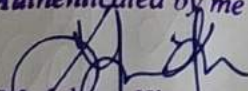
THUS SIGNED AND DATED AT KOHIMA THIS 15TH DAY OF SEPTEMBER 2021.

Director
Oking Hospital and Research Clinic

(DR. VIKETHONYÜ KESIEZIE)
For and on behalf of the HOSPITAL

AS WITNESSES;

1. IKATO Chishi 
Admin Officer
Oking Hospital and Research Clinic
2. 

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Regd No 1923/2021
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THUS SIGNED AND DATED AT KOHIMA THIS 15TH DAY OF SEPTEMBER 2021.

(DR. RALIMONGLA)

For and on behalf of the INSTITUTION

Principal
Kohima College
Kohima

AS WITNESSES;

1. KENEILESA KEIKHA

2. MHALEZOLIE KIRE
HOD

Department of Tenyidie
Kohima College, Kohima

Vice-Principal
Kohima College
Kohima : Nagaland

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