



தமிழ்நாடு தமிழ்நாடு TAMILNADU

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ரவின்ட்ரநாத் மெடிக்கல் அசோசியேட்ஸ் பிரைவేட் லிமிடெட்
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MEMORANDUM OF UNDERSTANDING

BETWEEN

RAVINDRANATH GE MEDICAL ASSOCIATES PRIVATE LIMITED

AND

TAGORE DENTAL COLLEGE & HOSPITAL

This Memorandum of Understanding executed on the 29th day of May 2017, by and between:

RAVINDRANATH GE MEDICAL ASSOCIATES PRIVATE LIMITED (CIN: U85110TN1998PTC093106), having its registered office at Plot No. 439, Cheran Nagar Perumbakkam, Chennai – 600100, TamilNadu, India and operating one of its unit hospitals as "Gleneagles Global Health City" at Perumbakkam, Chennai, India (hereinafter referred to as "GGHC" or "First Party" which expression shall include its successors, executors and permitted assigns); and

TAGORE DENTAL COLLEGE & HOSPITAL having its registered office at Rathinamangalam, Vandalur, Chennai – 600127, established by Tagore Educational Trust and affiliated to The Tamilnadu Dr.M.G.R Medical University (hereinafter referred to as "TDCH" or "Second Party" which expression shall include its successors and executors);

The parties herein shall mean and include their legal representatives, administrators, and assigns thereof.

The parties herein are not legally disabled/disqualified from entering into this MOU.

All the aforementioned entities / persons are collectively referred to as the "PARTIES".

WHEREAS, GGHC is in the business of providing world class tertiary care, hospital services, and specialized health care and medical treatment including Oncology management;

WHEREAS TDCH is an institution established with the aim to impart high standard of education to promote technical and professional competence in dentistry which includes Oral & Maxillofacial Surgery. Department of Oral & Maxillofacial Surgery provides surgical care to patients afflicted with problems in the faciomaxillary region including Oral Cancer;

WHEREAS, GGHC wishes to co-ordinate/tie up with TDCH for oncology management of all patients to be referred by TDCH;

AND WHEREAS in pursuance of this MOU, both the parties hereto are desirous of establishing a contractual framework for oncology management of all patients to be referred by TDCH to GGHC.

AND WHEREAS this MOU is;

NOW THEREFORE it is **AGREED** as follows:

I. TEAMING ARRANGEMENTS

- A. The Parties shall leverage their core competencies for all oncological services of all patients of TDCH, as per the scope mentioned herein (collectively, the "Services") at mutually agreed rates as provided herein;
- B. GGHC would also provide coverage of oncological services at TDCH at regular basis, during the term of this MOU;
- C. TDCH hereby agrees to tie-up with GGHC for the Services contemplated under this MOU.
- D. During the period of MOU, the parties herein are at the liberty to have a tie-up with any third party.

II. SCOPE OF SERVICES AND COMMERCIALS

- A. **Dedicated number for 24- Hour access to the Comprehensive Cancer Care unit**
 - i. GGHC would have a 24 hour help-line **+91-8100002424** to provide assistance to TDCH. In case, any of patients from TDCH requires to be shifted to GGHC, TDCH authorities could call GGHC on this dedicated number. A trained professional from GGHC will attend the call from TDCH, provide the necessary advice and assistance including arrangements for shifting from the TDCH.
- B. **Consultants Personal visit from TDCH**
 - i. GGHC understands the need for constant feedback to TDCH on the status of the patients referred by the TDCH. GGHC would endeavour to provide a complete feedback always. The follow up visits of TDCH doctors on their patients shall be on prior intimation to GGHC.
- C. **Tumour Board & Consultants Personal Visit from GGHC to TDCH**
 - i. GGHC and TDCH shall have a tumour board based on request by TDCH, where consultants from Gleneagles Global Institute of Oncology would participate and discuss the different type of case capsules on multi-modal approach.
- D. GGHC shall also arrange for the personal visit of their consultants to TDCH to assess the condition of the patient in case the same is necessary.
- E. **Surgical Expertise**
 - i. GGHC would be willing to provide surgical expertise required if any at TDCH. Patients can be posted for surgery on a specific date on mutual understanding. Facio maxillary Surgeons from TDCH would assist and observe the surgeries performed on patients referred by TDCH at GGHC.

- F. **Discount**
 - i. Patients referred for Surgical treatments, Radiation therapy procedures and Medical management by TDCH will be entitled to discount of 20% on the total bill incurred by patient during his/her stay at GGHC;
 - ii. The total bill mentioned above will however exclude, consumables and all indents made to the pharmacy;
 - iii. The detailed billing structure, tariff to be charged and revenue sharing thereon will be mutually agreed upon before commencement of such services to their patients.
- G. **Academics**
 - i. GGHC would be extremely happy to partner TDCH in the areas of providing the necessary multi-disciplinary care to cancer patients from TDCH and also facilitate academic activities to educate the students, PG's and Staffs.
- III. **BRANDING**
 - A. All branding activities, including all related advertisements, press release, announcements, publicity materials, communication, branding, marketing, etc., to be done in pursuance and in connection of this MOU shall be mutually agreed and approved by both the Parties and shall not be released without the prior written consent of both the parties.

IV. **PROPRIETARY RIGHTS**

A. **Intellectual Property Rights**

- (a) All rights, title and interest in the Intellectual Property Rights and the services to be delivered by GGHC, including but not limited to copyrights, patents, trademarks, trade names, service marks, trade secrets and proprietary rights with respect thereto, shall remain the sole property of GGHC and are not being transferred / licensed / assigned by this MOU.
- B. **Inventions & Patents**
 - (a) Inventions or patents conceived during the course of rendering services to the patients shall belong exclusively to GGHC.
 - (b) Nothing contained in this MOU shall be deemed, by implication to grant any right or license in respect of any patents, inventions or technical information at any time owned by GGHC.

V. **CONFIDENTIALITY**

- A. During the term of this MOU, all the parties may exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. The Parties undertake to keep confidential and not to disclose any Confidential Information of the other Party or Confidential Information disclosed by the other party as a result of the Parties' cooperation under this MOU, and to protect such information against disclosure with the same degree of care that it uses to protect its own confidential information but not less than a reasonable degree of care. All the parties hereby agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know.
- B. "Confidential Information" is defined as any information or data in the possession of a Party, whether commercial, technical or medical in nature, which the Party treats as a trade secret or confidential information or which by its nature should reasonably have been understood to be confidential to such Party, including any information or material that is proprietary to the disclosing party. Confidential Information shall also include any other information classifiable in equity as confidential information, provided that the following shall not be deemed secret or Confidential Information: (i) information or data which is in the public domain, otherwise than through an act or omission of the Party against whom the disclosure is alleged; (ii) information or data which was in the possession of a Party before disclosure to it by the other Party; or (iii) information obtained from a third party who received such information lawfully, without restrictions as to further disclosure (iv) disclosed as required by law, judicial process, or governmental agency – in which case the concerned party shall be given reasonable opportunity / prior intimation for enabling the disclosing party to safeguard its interests.

VI. TERM AND TERMINATION

- A. This MOU shall become effective upon its signing by the Parties and shall be in force until the end of 2(Two) years from the date of this MOU, with renewable option for such term / period, as may be decided by the parties on mutual consent at the time of renewal. Either Party to this MOU may terminate it on a 30 days written notice. Should notice of termination be given as aforesaid, the MOU shall remain in force, with respect to Services already undertaken by the Parties, however subject to the receipt of fee (as agreed under this MOU) for such services.
- B. This MOU may also be terminated by either party upon the occurrence of any of the following:
 - (a) In the event of a material breach, after giving written notice (of not less than 15 days in any event) and the same is not remedied within 30 days thereof; or
 - (b) If either of the Parties goes into winding up or any similar proceedings, whether voluntary or compulsory, on at least a thirty (30) days written notice, provided that during the notice period said proceedings or arrangements are not set aside or cancelled.
 - (c) Rights and duties, which by their nature continue after termination of this MOU, shall remain in full force and effect after termination hereof.
 - (d) Notwithstanding anything contained in this MOU, the confidentiality obligations under this Agreement shall be effective as of the date it is signed by both the parties and shall survive any termination of this Agreement for a period of two (2) years thereafter.
 - (e) GGHHC shall comply all the laws, rules and regulations that are necessary for running the hospital.





VII. DISPUTE RESOLUTION

- A. Any and all differences and disputes/violation/default/in complying with the terms and conditions whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to the arbitration as per Indian Laws. The arbitration will be heard and determined by Sole Arbitrator. The venue of arbitration shall be at Chennai, India and each party shall initially bear its own cost of the arbitration, which can be recovered by Prevailing party.

VIII. MISCELLANEOUS

- A. This MOU shall be governed by and construed in accordance with the laws of India.
- B. Nothing in this MOU shall be construed to imply a joint venture, partnership or principal-agent relationship between the parties, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as expressly stated herein or otherwise agreed to in writing.
- C. Neither Party may assign to any entity, any of its rights or duties hereunder without the prior written consent of the other Party, except for to its affiliated companies.
- D. All the parties hereby represent and confirm that the person executing this MOU is duly authorized to represent, sign and enter into the same on behalf of the respective parties.
- E. Any term of this MOU may be amended only by written consent of the Parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

<p>FOR RAVINDRANATH GE MEDICAL ASSOCIATES PRIVATE LIMITED</p> <p></p> <p>SIGNATURE: SARAVANAN RAMAN <i>Head - Marketing & Business Development</i></p> <p>NAME: Glenc agles Global Health City Chennai</p> <p>DESIGNATION:</p>	<p>FOR TAGORE DENTAL COLLEGE & HOSPITAL</p> <p></p> <p>SIGNATURE: CHITRA R. CHANDRAN</p> <p>NAME: Dr. CHITRA R. CHANDRAN</p> <p>DESIGNATION: PRINCIPAL</p>
<p>Witness:</p> <p>Signature: </p> <p>Name: Prof. S. Rajasundaram MS, DNB, MCh, FACS, FAMS Director - Global Institute of Oncology</p> <p>Address: Head - Surgical Oncology Convener - South Global Oncology Global Health City, Chennai 600 100, Reg. No. 50350</p>	<p>Witness:</p> <p>Signature: </p> <p>Name: Dr. J. Jinson</p> <p>Address: TAGORE DENTAL COLLEGE</p> <p>DR. CHITRA R. CHANDRAN PRINCIPAL TAGORE DENTAL COLLEGE AND HOSPITAL RATHINAMANGALAM, VANDALUR POST, MELAKOTTAIYUR, CHENNAI-600 127.</p>