



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is entered into and executed at Gr. Noida on this 31 July, 2023.

By and between:

M/s Kailash Hospitals Limited, a company incorporated under the provisions of the Companies Act 1956 having its registered office at A-101, New Ashok Nagar, Delhi-110096 (hereinafter referred to as "Kailash" which expression shall unless repugnant to the context and meaning thereof mean and include its successors and permitted assigns) being party of the **FIRSTPART**;

And

Army Institute of Education, office at Plot no M-1 Pocket P5, Greater Noida (up) 201306, represented by Col Abhay Rajvanshi Registrar and HOA (hereinafter referred to as "Client" which its successors, legal representatives, executors, administrators and permitted assigns) of the **SECOND PART**;

The Hospital and Client are hereinafter collectively referred to as the "Parties" and individually as such.

WHEREAS, The Hospital is engaged in the business of providing premium healthcare & medical services through its professionally qualified medical personnel and staff and inter-alia running its super-specialty hospitals in the name of Kailash Hospitals Limited, situated at plot no. 23, Knowledge Park-1, Greater Noida, U.P. (hereinafter referred as "Hospital).

AND WHEREAS, the Client with a view to provide optimum healthcare facilities on discounted rate to its employees, who wish to avail the medical services / treatment at the Hospital (hereinafter referred to as "Beneficiary"), had approached hospital and requested as such.

AND WHEREAS, based on the representations of Client and considering mutual benefits, the Parties have agreed to enter into this MOU on non-exclusive basis, on the term and conditions as set forth hereinafter and the Parties shall be bound by the term and conditions of this MOU.

For Kailash Hospital

Authorized Signatory

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Col.
Registrar & HOA
AIE, Greater Noida

NOW THEREFORE, THIS MOU WITNESSETH AS UNDER.

1. DEFINITIONS & INTERPRETATION

The following terms and expressions shall have the following meanings for purposes of this MOU:

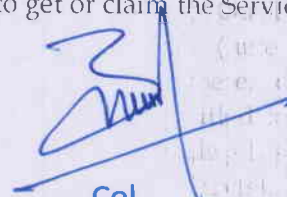
- 1.1 "MOU" shall mean this memorandum of understanding and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this MOU.
- 1.2 "Benefit" shall mean the medical services on discounted rate, which the employees of the Client's are entitled to receive as per the MOU.
- 1.3 "ID Card" shall mean the valid Identity Card, issued by Client to its employees.
- 1.4 "Beneficiary" shall mean employees of Client working with it and eligible for coverage and hold a valid ID Card for the benefit.
- 1.5 "Services" shall mean In-Patient Department (IPD) and Out-Patient Department (OPD) and other allied medical services at the Hospital.
- 1.6 "Emergency" shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the earliest opportunity would be detrimental to the health of the patient or shall jeopardize the life of the patient.
- 1.7 "Discount" shall mean discount being offered by Kailash to the Beneficiary, as mentioned in Schedule - I.
- 1.8 "Authorization Letter" shall mean a letter duly signed by the authorized signatory of Client confirming that the named person is a valid Beneficiary and entitled for the Services in terms of this MOU.

2. PURPOSE:

- 2.1 Kailash is providing In-Patient Department (IPD) and Out-Patient Department (OPD) and other allied medical services (hereinafter referred to as "Services") at its Hospital, from where, during subsistence of this MOU, the Beneficiary(s) is / are entitled to avail the Services undiscounted rate as mentioned in **Schedule - I**, subject to payment of the discounted invoice/bill by the Beneficiary(s).
- 2.2 For availing the Services, the Beneficiary(s) shall require to be present with his/her/their Identity Card, before or at the time of availing the Services. The identity card shall have a photograph of the respective Beneficiary and expiry date. In case the Beneficiary is not having the valid Identity Card, an authorization letter duly signed by the authorized signatory of the Client confirming that the said individual is a valid Beneficiary, shall be presented by the Beneficiary to the Hospital at the time of availing the Services under this MOU. The Beneficiary(s) not carrying original of the Identity Card or authorization letter shall not be entitled to get or claim the Services on discounted rate in terms of this MOU.

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3. CONSIDERATION:

- 3.1 For the medical services / treatment availed by the Beneficiary(s) from the Hospital, the Beneficiary(s) shall be directly liable to pay, the invoice/bill net of discounts as mentioned in **Schedule - I**, as raised by Kailash in respect of the Services, inclusive of non-medical expenses like registration fees, admission fees, telephone charges, food bills of attendants, ambulance charges, toiletries, etc., as per the policy of Kailash.
- 3.2 For the medical services / treatment availed by the Beneficiary(s) (other than the Services as specified in Schedule - I) from the Hospital, the Beneficiary shall be directly liable to pay the invoice/bill raised by Kailash on its prevailing rates in respect of their treatment inclusive of non-medical expenses like registration fees, admission fees, telephone charges, food bills of attendants, ambulance charges, toiletries, etc., as per the policy of Kailash. However it is agreed between the parties, if any beneficiary(s) not able to pay the amount as per bill raised by Kailash during or after availing the medical services/ treatment, then Client will provide all support and assistance, as may be required by Kailash in recovering that amount from its beneficiary(s).

4. TERM

The term of this MOU shall be for a period of **(One) year** and shall commence from ("**Effective Date**") and continue till **30.05.2024**. Unless terminated earlier in accordance with the terms and conditions mentioned hereto. Thereafter, the MOU may be renewed on such term and conditions as may be agreed between the Parties in writing.

5. CONFIDENTIALITY

- 5.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") may disclose Confidential Information to the Receiving Party in connection with the negotiation of and performance under this MOU. "**Confidential Information**" means (a) all information disclosed in tangible form by the Disclosing Party and marked "confidential" or "proprietary", and (b) all information disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of disclosure.
- 5.2 The Receiving Party agrees to protect the Confidential Information (whether disclosed before or after execution this MOU) from unauthorized use, dissemination or publication by using the same degree of care, but not less than a reasonable degree of care, as the Receiving Party uses to protect its own confidential or proprietary information of a similar nature. The Receiving Party will limit the use of and access to the Disclosing Party's Confidential Information to the Receiving Party's employees or independent contractors who have a demonstrable need to know, who have been notified that such

For Kailash Hospital
Signature
Representative

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information is Confidential Information and who are under binding obligations of confidentiality no less restrictive than those of this MOU.

- 5.3. The Confidential Information shall however not include any information that is: (a) after it has become generally available to the public through no fault of the Receiving Party or its consultants, agents or subcontractors; (b) that is rightfully in the Receiving Party's possession before disclosure to the Receiving Party by the Disclosing Party; (c) is independently developed by the Receiving Party without having access to the Disclosing Party's Confidential Information; or (d) is received by the Receiving Party in good faith from a third party not subject to an obligation of confidentiality. In addition, the Receiving Party may disclose Confidential Information if required to do so by statute, administrative process or court order, provided that (i) the Receiving Party gives the Disclosing Party sufficient advance notice of such disclosure requirement.

6. TERMINATION

- 6.1 Either Party may terminate this MOU (without any cause) at any time after giving **30 days** prior written notice to the other Party.
- 6.2 In the event of a material breach by either Party of the terms of this MOU, the non-defaulting Party shall serve a written breach and cure notice to the other Party. In case the other Party fails to cure the breach within **15 (fifteen) days** from the date of said breach and cure notice, the non-defaulting Party shall have the right to terminate this MOU with immediate effect.
- 6.3 Without prejudice to any other rights and remedies available to the Parties under this MOU, the Parties agree to take the following actions upon the expiry or termination of this MOU
- 6.3.1 The Beneficiary / Client shall pay to Kailash all such amounts as are due to Kailash under this MOU, including for the Services rendered but not billed until the date of expiry or termination of this MOU.


7. LIMITATION OF LIABILITY

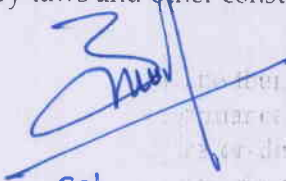
- 7.1 Notwithstanding anything to the contrary in this MOU, neither Party shall be liable by reason of failure or delay in the performance of its duties and obligations under this MOU, if such failure or delay is caused by acts of God, strikes, lock-outs, embargoes, war, riots, civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

8. REPRESENTATIONS AND WARRANTIES

Each Party represents that:

- 8.1 It has the power and authorization to enter into this MOU and perform its obligations hereunder and the execution of this MOU does not violate or is consistent with its by-laws and other constituent

For Kailash Hospital

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documents.

- 8.2 The individual(s) signing this MOU on its behalf, whose name appears below, has the authorization to execute and deliver this MOU.

9. Code of Conduct

Every associate of Client including the Beneficiary(s), shall deal with professionalism, honesty and integrity, as well as high moral and ethical standards.

10. Indemnity


Both the Parties hereby indemnify and agrees to keep indemnified and harmless each other and their directors, officers, employees and agents, from and against any and all claims, causes of action, liabilities, notices, litigations and any adverse consequences (including reasonable attorneys fees) which arise directly or indirectly from any breach of this MOU or any negligent or willful act, omission or misconduct by it or any of its personnel or agent.

11. Jurisdiction

This MOU shall be governed by the laws of India. The courts of Gautam Budh Nagar only shall have exclusive jurisdiction to decide any and all matters referred to the courts of law under this MOU.

12. Miscellaneous

- 12.1 Any amendments or modification in the clauses of the MOU shall be effected only in writing with the consent of both the Parties hereto.
- 12.2 It is expressly understood and agreed by the Parties that nothing in this MOU is intended nor shall be construed to create and employer - employee relationship, a partnership relationship, a joint venture relationship, a principal - agent relationship or a relationship of landlord and tenant, it being specifically agreed that the relationship is and shall remain that of independent parties to a contractual relationship as set in this MOU. Client has no right or authority to assume or create any obligations of any kind or to make any representation or warranty or advice, whether express or implied, on behalf or in the name of Kailash or to bind Kailash in any respect unless with the prior written approval of Kailash.
- 12.3 Failure to enforce compliance with any term or condition of this MOU shall not constitute a waiver of such term or condition of this MOU or the right to subsequently enforce such term or condition in the future. No waiver, by either party, of any provision of this MOU shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.
- 12.4 All Notices shall be served to respective address of the Party, as mentioned in this MOU In the event of change in address of any party, such party shall inform forthwith, the other party regarding such change.
- 12.5 This MOU will be executed in duplicate and one original copy will remain with each of the two parties. Each of which will be deemed an

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original but both will constitute one and the same Instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

For Kailash Hospitals Limited

For Army Institute of Education

For Kailash Hospital



Authorized Signatory

Name: R.N. Sharma
Designation: Group President



Authorized Signatory

Name: Col.
Designation: Registrar & HoA
AIE, Greater Noida

Witness

1.

2.

REGISTERED
IN THE OFFICE OF THE
REGISTRAR & HOA
AIE, Greater Noida

**SCHEDULE - I
DISCOUNTS**

Discounts to be offered to **Army Institute of Education** by Kailash is as stated hereunder:

- A. Standard discounts packages to be offered to the Beneficiary(s) for the Services at the **Hospital**.

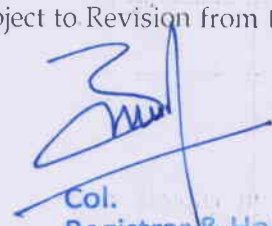
Services Offered	Discount on rate prevailing at the time of the Service
Personal consultation (OPD)	20%
Lab & Diagnostic	20%
Room Rent (except ICU, ICCU, HDU CCU NICU& Nursery)	15%

- B. Other terms and conditions:

- a) Discount will be applicable only if payment is made directly by the Beneficiary(s). Discount shall not be extended if bills are routed through TPA / Insurance Company.
- b) Discount on In-patient Department (IPD) is not applicable for already discounted hospitalization packages.
- c) Payment term cash
- d) Discount is not applicable for medicines, non-medical services or any other services, except the services specified in **Section A of Schedule - I**
- e) Discount is not applicable for outsourced investigations/diagnostics.
- f) Payment mode: Cash/Credit Card/Debit card.
- g) This offer cannot be clubbed with any other scheme / offer.
- h) Standard Kailash Tariff will be applicable (Subject to Revision from time to time at the sole discretion of Kailash).

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