

കേരളo केरल KERALA

DA 180697

# MEMORANDUM OF UNDERSTANDING/AGREEMENT

1. This Memorandum of Undertaking is made on this day, the 15<sup>th</sup>day of December 2021 between **Bharata Mata School of Legal Studies (BSOLS)** herein refer to as the First Party, having its office at Aluva, Choondy, Kerala, represented by the Director, Rev. Fr. Sebastian Vadakumpadan for the first party, herein referred to as the First Party

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2. Rajagiri Health care and Education Trust having its hospital by the name Rajagiri Hospital at Chunangamvely, Aluva, which is represented by Rev. Fr. Johnson Vazhappilly CMI, Executive Director, Rajagiri Health care and Education Trust as the Second Party.

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- 3. Whereas the First Party is desirous of prioritising the health and welfare of the students and staff (teaching and non-teaching) of the institution (BSOLS) and whereas the Second Party agrees to undertake the treatment, and medical consultations on a priority basis, both Parties mutually agree to a joint initiative for the treatment, first aid, consultations and all medically related procedures on a need's basis, for the students and staff (teaching and non-teaching) of BSOLS.
- 4. With First Party agreeing to refer students and staff (teaching and non-teaching) to the Second Party, on a priority basis.
- 5. With the Second Party agreeing to treat and render medical attention to the students and staff (teaching and non-teaching) on a priority basis.
- 6. All related medical costs will be borne by the individual who has received the medical treatment and/or attention.
- 7. The First Party will not be liable to bear any costs, transportation, or any damages due to time delay or any other circumstance.
- 8. Both parties mutually agree to collaborate in future endeavours, especially to facilitate the student and staff welfare of BSOLS in the context of health, and to disseminate valid information in the context of health, in order to promote and foster the health of the community.
- 9. The two parties to this Memorandum of Understanding, with the intention of both being legally bound, accept the following terms and conditions:

## 10. Coordination and Contact Points

The contact point for the First Party shall be Rev. Fr. Sebastian Vadakkumpadan, Director, BSOLS for the Second Party shall be Rev. Fr. Johnson Vazhappilly CMI, Executive Director, Rajagiri Health care and Education Trust.



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# 11. Responsibilities of the First Party

## The First Party shall:

- Be responsible for referring and contacting the Second party in health-related matters of the students and staff (teaching and non-teaching) of BSOLS to the Second Party.
- Ensure cooperation for joint endeavours to promote and foster community health.
- Endeavour to ensure that the students and staff (teaching and non-teaching) shall have timely and accessible health care.
- Provide assistance as and when possible, for providing transportation for the students and staff (teaching and non-teaching) to reach the premises where the Second Party is situated.

# 12. Responsibilities of the Second Party

# The Second Party Shall:

- Ensure timely and quality medical attention, treatments, consultations and procedures to the students and staff (teaching and non-teaching) of BSOLS Provide ambulance services in case of emergencies.
- Ensure that collaboration is effective in terms providing quality health care to the First Party.
- Provide assistance to collaborate in fostering and promoting the welfare of the community.
- Not realise any fee from the First Party in any form whatsoever, as all costs shall be borne by the individual undergoing treatment.

# · 13. Force Majeure

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither Parties shall be held responsible for any loss or consequential loss or non-performance.



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#### 14. Liabilities

The First Party and the Second Parties shall not, however, be liable for:

- Any payments of claims by individual patients.
- Discharging any financial commitments made by either party.

# 15. Breach of Agreement

Both Parties shall have the right to terminate the agreement, in case of violation of any clause mentioned in the MOU, by the other Party or misuse of the agreement in any manner by the other Party.

## 16. Amendment to the Agreement

The obligations of the First party and the Second Party have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

## 17. Period of Validity

This agreement shall be valid for two year from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties

## 18. Arbitration

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement.

Sd/- This day of the 15th day of December 2021

For the first party

Fr. Sebastian Vadakumpadan

Executive Director,

Bharata Mata School of Legal Studies

Choondy, Aluva

For the Second party

Rev. Fr. Johnson Vazhappilly CMI

Executive Director,

Rajagiri Health Care and Education Trust

Chunangamvely, Aluva

