

**MEMORANDUM OF UNDERSTANDING FOR
EMERGENCY SERVICES**

This Memorandum of Understanding (the MOU) is made as of 24 March 2022 by and between:

SARALA MEMORIAL HOSPITAL KILIMANOOR, THIRUVANANTHAPURAM KERALA 695601 and is engaged in the business of providing healthcare represented by **Lakshmi H R, Managing Director**, hereinafter referred to as **"INSTITUTION"**


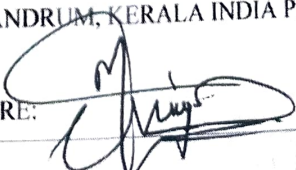
AND

SREE GOKULAM MEDICAL COLLEGE AND RESEARCH FOUNDATION VENJARAMOODU PO TRIVANDRUM, KERALA INDIA PIN-695607 represented by *the Director*, hereinafter called the **"SERVICE PROVIDER"**.

As part of our continuous patient care, **"INSTITUTION"** enters into this Memorandum of Understanding (MOU) with **"SERVICE PROVIDER"** to further our vision and for optimizing health care delivery and the overall health and wellbeing of our patients. The purpose of this MOU is to define goals and expectations for the relationship between **"INSTITUTION"** and **"SERVICE PROVIDER"** as it pertains to the care of **"INSTITUTION"** patients who receive services from **"SERVICE PROVIDER"**. This MOU will provide a framework for access to services, effective collaboration, and timely communication among **"INSTITUTION"**, and **"SERVICE PROVIDER"** patients.

SCOPE OF SERVICES:

"SERVICE PROVIDER" will provide continuity of care of the inpatient services, as per the scope of Services of Sree Gokulam Medical College and Research Foundation to the **"INSTITUTION"**

<p>NAME: LAKSHMI H R DESIGNATION: MANAGING DIRECTOR SARALA MEMORIAL HOSPITAL KILIMANOOR, THIRUVANANTHAPURAM KERALA 695601 MOB: 9567687220 SIGNATURE: </p>	<p>NAME: DR. K. K. MANOJAN DESIGNATION: DIRECTOR SREE GOKULAM MEDICAL COLLEGE AND RESEARCH FOUNDATION VENJARAMOODU PO TRIVANDRUM, KERALA INDIA PIN- 695607 MOB: SIGNATURE: </p>
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REFERRAL SERVICES:

"INSTITUTION" will transfer those patients who need care which is beyond the scope of services of "INSTITUTION".

It includes:

- Referral services
- Blood Bank
- Stable and unstable patients will be referred to "SERVICE PROVIDER" based on the condition of the hospital and a referral form will be given along with the patient. Transfer responsibilities will be done by "INSTITUTION" and nurses or doctors will be accompanied based on the patient's criticality.
- On arrival of patient "SERVICE PROVIDER" shall open a file to do the necessary admission procedure with regular charges.
- In case of a medical emergency, the Doctor of "INSTITUTION" should call and inform to counterpart in "SERVICE PROVIDER".

ROLES AND RESPONSIBILITIES:

"INSTITUTION" shall inform "SERVICE PROVIDER" in advance about the referral of the patient and shall ensure that they can afford the patient as per their scope of service to "INSTITUTION".



If the service is not available in "SERVICE PROVIDER" it should be informed in advance.

FEES:

- a. All the invoice/bill to the patients towards treatment shall be raised by "SERVICE PROVIDER" in its name. Payments towards billed services should be collected from patients by "SERVICE PROVIDER" at the time of discharge.

TERM AND TERMINATION:

- a. The MOU shall be in effect on the date hereof and shall continue for a period of one year.
- b. This MOU shall be terminated by giving 30 days notice in writing, with or without reason by either part.

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CONFIDENTIALITY:

Both Parties shall not share any confidential information or use any intellectual property belonging to each other with any third party/ parties except with the prior written consent of each other. It is further agreed upon between the Parties that either Party may disclose the information if required under the law with prior intimation to the other Party.

RELATIONSHIP:

The relationship between the parties shall be that of a seller and buyer of services and not that of a principal and agent. The transaction between the parties is on a "Principal to Principal" basis notwithstanding anything to the contrary that may be contained in this Agreement or any other correspondence or letters between the Parties thereto. Accordingly, the "INSTITUTION" at no point shall be construed as an agent of "SERVICE PROVIDER" shall not be responsible for any acts of omission or commission on part of the "INSTITUTION" and vice versa.

The Parties acknowledge that the "INSTITUTION" can engage any other entity, other than "SERVICE PROVIDER" for all services and that it is not bound to obtain such services only from "SERVICE PROVIDER".

TERMINATION:

Either party may opt to terminate this agreement by giving 30 days' notice to the other party. However, the reasons to terminate the agreement are to be discussed by both parties to solve to avoid such termination.



TERMINATION FOR BREACH:

Without prejudice to any other legal remedies or rights it may wish to seek or enforce, either Party may terminate this agreement forthwith upon written notice to the other Party:

Failure on part of either party to observe any obligations under this agreement or failure to comply with the terms of this agreement.

MODIFICATION OF AGREEMENT:

No additions or modifications of this agreement shall be effective or binding on either of the

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parties hereto unless agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

Where either party requests or proposes in writing such addition or modification, the other party shall respond without undue delay, but no later than thirty (30) days after the requestor proposal has been received.

IN WITNESS WHEREOF, the parties hereto have signed this MOU on the date mentioned first.

The validity of agreement will be for the duration of 1 year from the date of agreement.

First party

Second party




In the presence of Following Witness

1. _____

2. _____



NAME: LAKSHMI.H.R
 DESIGNATION: MANAGING DIRECTOR
 SARALA MEMORIAL HOSPITAL
 KILIMANOOR, THIRUVANANTHAPURAM
 KERALA 695601
 MOB: 9567687220
 SIGNATURE: 

NAME: DR. K. K. MANOJAN
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 RESEARCH FOUNDATION VENJARAMOODU
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