



AGREEMENT

1- THIS AGREEMENT IS MADE ON THIS 27th DAY OF FEB 2020

BETWEEN

2- Rotary Club Dehradun represented by the Board of Directors having its office at Khasra No. – 15 M or 15/2, Ajabpur Kalan, Pargana- Central Doon District, Shastri Nagar, Haridwar Road, Dehradun through its President. Rtn Anup Kaul (hereinafter called as 'RCD') of the FIRST PARTY;

AND

Swami Rama Himalayan University having its registered office at Swami Ram Nagar, Jolly Grant, District – Dehradun through its Registrar, Sh. Nalin Bhatnagar (hereinafter called as 'SRHU') of the SECOND PARTY;

The terms 'First Party', second Party' shall, unless excluded by or repugnant to the context, include its successors in interest, executors, administrators and legal representatives.

- 3- WHEREAS THE First Party is a charitable organization in the name of Rotary Club Dehradun and its President has approached the Second Party for providing enhanced medical facilities to the residents of Dehradun and other adjoining areas in collaboration with Second Party at their premises now known as Rotary Centre " Dr. Durga Prasad Memorial Charitable Rotary Dispensary" situated at Shastri Nagar, adjacent to BP Petrol Pump on Haridwar Road, Dehradun hereinafter called as 'The Premises'; and
- 4- WHEREAS THE Second Party is a University with emphasis on providing education, training and research in the area of medical sciences, dental sciences, allied health sciences, pharmacy, nursing, management studies, science, engineering and technology, biotechnology, rural development, humanities, law, yoga sciences and other areas of higher education enacted vide Uttarakhand State Legislation and is committed to provide health care facilities to the people of Uttarakhand & surrounding areas; and
- 5- WHEREAS both the parties have agreed to setup a Cancer Palliative Care Centre in the premises under the name and style 'Rotary Himalaya Palliative Cancer Care Centre' (RHPCCC) situated in the premises of Rotary Centre, Shastri Nagar, adjacent to Bharat Petroleum Petrol Pump on Haridwar Road, Dehradun and also decided to enter into this Agreement for running and managing the above Centre.

Nalin Bhatnagar



The Second party will only be operating RHPCCC from the premises. RCD being an NGO no rent therefore is ~~payable~~ to the First Party on this account.

6- Now This Agreement Witnesseth As Under:

- 1a- That the objective of this agreement is to manage and run the premises of **Rotary Club Dehradun** in joint collaboration as social welfare organizations, for ensuring availability of quality Palliative Cancer Care services at affordable rates benefitting the residents of District Dehradun and other surrounding areas. This venture may be extended in future as per the mutual agreement between both the parties.
- 1b- RHPCCC shall print name and logo of Rotary Club Dehradun on its letter head and stationary those are for use in RHPCCC.
- 2- That it is hereby agreed between both the parties that the period being granted under this Agreement shall entail a period of 3 (Three) years from the execution of this Agreement by both the parties. The Agreement can be further renewed and/or a fresh Agreement be executed for further period on mutually agreed terms and conditions between both parties.
- 3- Whereas existing activities of First party viz. Office and other activities will continue as hitherto fore.
- 4- That all the legal/Statutory aspects except medico legal cases if any, will be looked after by the First Party.
- 5- That the Second Party shall be solely responsible and answerable for any accidents or mishaps that may occur due to any negligence of its Doctors, officers, employees, agents, contractors and workers during the running of the premises i.e. RHPCCC.
- 6- That the competent authority of both the parties shall have full rights to modify the terms of agreement any time with mutual during the tenure of this Agreement.
- 7- That the Second Party shall not alienate, hand over, part with the possession or sub-let to any third party, in any manner whatsoever, all or any part of the said property for the purposes of running the premises i.e. RHPCCC.
- 8- That the Second Party shall undertake proper running, upkeep and maintenance of the premises i.e. RHPCCC and shall ensure that the same is run professionally. The Electricity & Water charges will be done by the second party on mutually agreed sharing basis.
- 9- That this joint venture is a philanthropic project based on no profit – no loss principle and shall not be treated as a business project by both the parties. As the first party is not charging anything including rent from the second party. Maintenance of account and audit of such accounts shall be responsibility of the Second party and transparency will be kept for such activities. Taxes if any will be taken care by the Second party except House Tax will be paid by the first party.

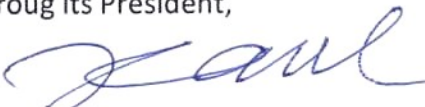
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- 10- That the RHPCCC shall provide treatment at most affordable charges to its patients and shall offer free of cost treatment & care to the poor & needy patients who are unable to bear even such affordable charges.
- 11- That the either Party shall have the right to terminate the Agreement by giving Three month's notice to the other party.
- 12- That all the staff for running and managing the RHPCCC shall be appointed by the Second party and shall directly work under the control of the administration of the Second Party.
- 13- That if any dispute arises between the First Party and the Second Party, regarding any of the terms and conditions as laid down in the Agreement or as to its proper interpretation thereof, the same shall be referred by either party and shall be subject to the Arbitration Proceedings. The decision of the Arbitrators who will be appointed by mutual agreement shall be abided by both the parties and will be binding on both parties.
- 14- That either of both parties may proceed to court of law, only after exhausting possible remedies, as provided herein above. However, all matters shall fall within the jurisdiction of Learned Courts of District Dehradun.
- 15- That in the event of the Agreement coming to an end, all the property, that has been handed over to the Second Party shall be returned back to the First Party on 'as is where is basis', barring normal wear and tear. However, the Second Party shall be at liberty to remove all the medical equipments provided by it without causing damage to the RHPCCC at Rotary Premises.

In WITNESS WHERE OF both the parties have signed this Agreement through their authorized persons and officers, in the presence of the witnesses hereinafter mentioned

On Behalf of
Party of the First Party
On behalf of Board of Directors
Of Rotary Club Dehradun
Through its President,


Rtn Anup Kaul

On Behalf of
Party of the Second Party
Through its Registrar


Nalin Bhatnagar



Witness

1. Signature.....
Name.....
Father's Name.....
Address.....
Hathibarkala, Dehradun

2-Signature.....
Name.....
Father's Name.....
Address.....