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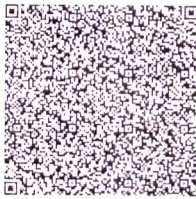
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 Unique Doc. Reference : SUBIN-UKUK131540461971804067873X
 Purchased by : SWAMI RAMA HIMALAYAN UNIVERSITY
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SWAMI RAMA HIMALAYAN UNIVERSITY
 Second Party : DR LAL PATH LABS
 Stamp Duty Paid By : SWAMI RAMA HIMALAYAN UNIVERSITY
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



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For Dr. Lal PathLabs Limited

Jai Prakash Meena
 Chief Operating Officer

Medical Superintendent
 Himalayan Hospital
 (A constituent unit of SRHU)
 Swami Ram Nagar, P.O. Jolly Grant
 Dehradun-248140

Statutory Alert

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MEMORANDUM OF UNDERSTANDING

“This **Memorandum of Understanding** (“MOU”) is made on the date (effective date), month and place as mentioned per Annexure “A” to the MOU by & between.

Dr. LAL PATHLABS LIMITED, a company registered and incorporated under the laws of India and having its registered office at Block E, Sector 18, Rohini, New Delhi-110085 through its Authorized Signatory **C.E.O.** (hereinafter referred to as “LPL”) which expression shall unless it be repugnant to the context or meaning thereof would mean and include its successors and assigns of the First Part.

SWAMI RAMA HIMALAYAN UNIVERSITY(SRHU), a University established under section 2(f) of UGC Act 1956 and enacted vide an Act of Uttarakhand No. 12 of 2013 for its teaching hospital ‘Himalayan Hospital’ having its registered office at Swami Ram Nagar Jolly grant Dehradun through its **Medical Superintendent** (hereinafter singly referred to as the “Second Party”), which expression, unless repugnant to the context or meaning thereof, be deemed to include its affiliates, successors, representative, executors, heirs, officers, and permitted assigns of the Second Part.

LPL and second party shall hereinafter be collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- a. LPL is a renowned provider of diagnostic and related healthcare tests and services in India for than seven decades and through its integrated nationwide network consisting of state-of-the-art National Reference Laboratory at Sector 18, Block-E, Rohini, New Delhi-110085 and other Labs/Franchisee Patient Services Centre (FPSC’s) Collection Centre (CC’s) offer patients and healthcare providers a broad range of diagnostic and related healthcare tests and services for use in core testing, patient diagnostics and the prevention, monitoring and treatment of disease and other health conditions;
- b. LPL has obtained accreditation from National Accreditation Board for Testing and Calibration Laboratories (NABL) and College of American Pathologists (CAP) besides being awarded ISO 9001:2015 certifications, as a mark of its superior quality services.
- c. Second Party has its pathology setup at its teaching Hospital ‘Himalayan Hospital’ (a constituent unit of SRHU) a multi-disciplinary super specialty hospital/clinic at premises mentioned in Annexure A.
- d. Second Party intends to avail the pathology laboratory services of LPL in accordance with the terms and conditions mentioned hereinafter.



Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, P.O. Jolly Grant
Dehradun-248140

For Dr. Lal Path Labs Limited

Jai Prakash Meena
Chief Operating Officer

IN CONSIDERATION OF THE PREMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1) DEFINITIONS

In this MOU, the following words and expressions shall have the following meanings unless the context otherwise requires:

- A. **"Confidential Information"** shall mean and include the subject matter and the terms and conditions of this MOU. all proprietary, commercial, technical and/or business related information and/ or data, any and all lists (including and not limited to list of patients/ doctors/ consultants/ vendors/ agents/ supplier), any information relating to a patient (including contact details, medical history, details of illness, treatment undergone, etc.) whether provided/ shared in written, graphic, oral, or other tangible or intangible form, including such other information which because of the circumstances of disclosure or the nature of the information itself, is deemed to be proprietary and confidential.
- B. **"Services"** shall refer to LPL conducting the Tests and, if mutually agreed, any further additional tests in accordance with the provision of and the terms and conditions of this MOU.
- C. **"Tests"** shall refer to the list of tests to be conducted by LPL. The tests shall be conducted at the prices as applicable and mutually agreed upon.

2. RIGHTS AND OBLIGATIONS OF SECOND PARTY:

- i. Second party shall be responsible to collect the samples from the patients/customers.
- ii. Second party shall provide duly filled Test Requisition Form along with duly labelled/bar coded tube or container for every sample collected, to LPL representative who shall come for sample collection.
- iii. The Second Party shall ensure that the sample integrity is maintained before the same is handed over to the LPL representative.
- iv. The Second Party shall employ a qualified, trained and certified phlebotomist for collection and handling of samples.



- v. All local and statutory compliances including but not limited to Shops & Establishment Act, Prevention of Defacement of Property Act, Clinical Establishment Act etc., required licenses, permits and certificates as may be required under Central, State or Local Laws for running its hospital/clinic required by local bodies shall be managed and arranged by Second Party. The Second Party shall ensure that it complies with all applicable laws, ordinances and regulations of local Municipal Corporation for running such hospital/clinic.
- vi. Second party shall be responsible to meet any/all compliances as are necessary under the Central and/or State Pollution Control Board (CPCB/SPCB) including but not limited to compliances under Bio Medical Waste (Management and Handling) Rules.
- vii. The Second Party undertakes that it shall in no way do anything to prejudice prescribed standards of quality which can impact the reputation of LPL.
- viii. The Second Party agrees to get itself registered for service tax /GST and shall comply with all regulations/ applicable laws / guidelines for service tax/ GST.
- ix. The Second Party shall not share its user id and other credentials as provided by LPL to download reports with any third party without prior consent from LPL. LPL shall not be liable in case where the test results as shared by LPL is subsequently being altered/tempered by the Second Party or its employees.

3. RIGHTS AND OBLIGATION OF LPL

- i. LPL shall arrange to collect the samples from the Second Party and send it to the closest Lab, or any other center as it may deem fit, only when they are accompanied with duly filled-in 'Test Requisition Form' of each patient either filled manually or electronically.
- ii. LPL shall process the patient samples at its own expense which includes diagnostic & pathology testing, generating reports, getting reports signed and sending them electronically.
- iii. LPL undertakes that it shall in no way do anything to prejudice prescribed standards of quality which can impact the reputation of SRHU.
- iv. LPL shall provide reports in accordance with the turnaround time (TAT) as mutually agreed between the parties. IN case if any loss sustained by second party because of delay in delivery of report, same shall be reimburse by LAL.



- v. LPL shall comply with all applicable laws in relation to the provision of Services. LPL shall also obtain and maintain all consents, permits and authorizations necessary or desirable under the applicable laws in connection with the execution and performance of its obligations under this MoU.
- vi. LPL shall ensure that the Tests are conducted and reported by well qualified and experienced personnel and technicians.
- vii. LPL shall share the Price list as and when asked by the Second Party.
- viii. In the event of a report being lost/ mutilated due to LPLs fault or negligence, a duplicate report shall be made available by LPL as soon as possible at no additional cost and in the event of sample being lost/ damaged; a repeat sample shall be collected by LPL at no additional cost. LPL shall not be responsible for any loss, damage, mutilation, delay of the samples or the report in transit.
- ix. LPL reserves the right, at any time, to modify/alter the list of tests & prices agreed to be carried with prior intimation.

4. INDEMNITY:

The First/Second Party shall indemnify other party against any breach of any obligation under this MOU, any legal action initiated by the Statutory or other Authorities, for any violation of any Statutory/ Municipal/Local Laws/ Bye- laws or probation in running its business including but not limited to violation of local health/sanitary regulations for disposal of the infected samples, used syringes/needles/tubes and other disposable materials in accordance with Bio Medical Waste (Management and Handling) Rules, 1998. The First/ Second Party shall defend, compensate, indemnify and hold harmless other party, its representative employees and agents for or against any loss caused on account of any act of omission/ commission on the part of that Party.

LPL shall be responsible for any claims, case, complaint lodged by any patients/clients in respect of faulty investigation/report and undertake to indemnify Second Party if any loss sustained because of faulty investigation report.

5. TERM

The term of the MOU shall be as per the **Annexure A**.



6. TERMINATION

6.1 Either Party shall have the right to terminate this MoU without cause, by providing a prior written notice of 30 (Thirty) days.

6.2 Further, without prejudice to the foregoing, both parties reserves the right to terminate this MOU immediately, in case the any party breaches any obligation / responsibilities under this MOU which he fails to rectify within 15 days of notice from other party.

6.3 **Notwithstanding under clause 6.1 either party may terminate this MoU immediately, if:**

- a. an insolvency event occurs with respect to either party; or
- b. the management of either party undergoes any change.

6.4 Upon termination of this MOU the both parties "shall immediately fulfill the closure formalities, which shall include returning all the proprietary material to other party including all claims, confidential data, accounts details and payment of all the outstanding invoices if any.

7. NON-EXCLUSIVITY:

Notwithstanding anything to the contrary elsewhere in the MOU, the Parties hereby agree and acknowledge that this is a non-exclusive arrangement and that this arrangement does not in any way restricts any Party from entering into similar arrangements with third parties.

8. REPRESENTATIONS AND WARRANTIES:

Each Party represents and warrants to the other Party as on the date of the execution of this MOU, that:

- a) It has all requisite power and authority to execute, deliver and perform this MOU and the terms and conditions contained herein.
- b) This MOU has been validly executed and delivered and constitutes a legal, valid and binding obligation on such Party.
- c) The execution, delivery and performance of this MOU does not in any way conflict or violate any provision of law, rule, judgment, order or any other contract applicable to such Party.



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- d) It has no outstanding commitments, liabilities or obligations, contractual or otherwise, which would in any material respect conflict with or impede its ability and right to enter into this MOU or fulfill any and all of its obligations hereunder, or to conduct the business contemplated hereby.
- e) It is not subject to any existing, pending or threatened litigation or other proceeding which could have a material adverse effect on its ability to fulfill its undertakings and obligations in terms of this MOU.
- The above representations and warranties shall be continuing and deemed to be repeated as long as this MOU is in force.

9. CONFIDENTIAL INFORMATION:

This MOU shall be private and confidential and the Parties hereto shall not disclose or divulge the execution or contents hereof to any third party (except as required under law, and to their professional advisors/auditors and the like) except with the written consent of the other Party. Both the parties hereby undertake that they shall not, at any time, whether during the tenure/Period of this MOU or after its termination, divulge any information including information related to disease, individual's name age, address (including postcode), telephone number and/or email address of patients, each one's business, strategy and business sensitive information in nature in relation to their affairs to any other/ Third Party and would adhere to Data Privacy and Security in compliance to this MOU. The Parties further agrees that, sharing or parting of any such aforementioned confidential information between themselves is only for the limited purpose of implementation of the provisions of this MOU and each party represents and warrants to the other that it shall not disclose to any third party/outsider persons or agencies any confidential information without the prior written consent of the other.

10. FORCE MAJEURE:

Notwithstanding anything contained in this Agreement, both the Parties shall not be liable for damages or otherwise for any failure or delay in the performance of any of their respective obligations hereunder caused by earthquakes, floods, storms, Acts of Terrorism, Acts of God, governmental actions or regulations rendering curtailment, equipment breakdown or by reason of any other similar or dissimilar causes beyond the reasonable control of the parties (Force Majeure Events).

A Party affected by Force Majeure Events, shall give the other Party written notice describing the particulars of the Force Majeure as soon as reasonably practicable after its occurrence but not later than 10 days after the day on which such Party knew of the commencement of Force Majeure or of its effect on such Party.



**Medical Superintendent
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For Dr. Lal Path Labs Limited

**Jai Prakash Meena
Chief Operating Officer**

11. GOVERNING LAW:

This MOU shall be governed by and construed according to the laws of India, without reference to the principles of conflict of laws. Both Parties agree to submit to the exclusive jurisdiction of the courts in the City of Dehradun.

12. MISCELLANEOUS

- i. It is understood and agreed by the Parties that this MOU does not create a fiduciary relationship between them. The First/Second Party shall be an independent entity and that nothing in this MOU is intended to constitute either party an agent, legal representative, subsidiary, joint venture partner, partner, employee, or servant of the other for any purpose whatsoever. This shall be treated as a Principal to Principal vis-a-vis LPL and Second Party.
- ii. Nothing in this MOU authorizes either Party to make any contract, agreement, warranty, or representation on other's behalf, or to incur any debt or other obligation in other's name.
- iii. In case the either Party intends to transfer/assign its rights under the present MOU in favour of any third party, it shall seek prior written consent of other party. Both Parties reserves the right to grant/reject approval without assigning any reason thereof. Provided further that in the event that either party approves such transfer/assignment, the other Party shall bind such transferee to this MOU so that other's party rights shall not be prejudiced, jeopardized or adversely affectively.
- iv. Either Party shall not use other's brand name, logo, mark or any other intellectual property in any manner whatsoever.
- v. The terms and conditions as mentioned in the Annexures form an integral part of this MOU and in case of discrepancy between the MOU and Annexures, the provisions contained in the Annexures shall prevail over the Agreement.
- vi. If any provisions of this MOU are declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this MOU which shall continue in full force and effect.
- vii. All notices or other communications required to be given in connection with this Agreement, shall be in writing and shall be sent through Registered Post A/D or

Speed Post and by Hand or Commercial Courier, addressed to the intended recipient at its address, set out in this MOU above.

viii. A Party may, from time to time, notify the other of its change of address, in accordance with this Clause vide email.

ix. This MOU is executed in two counterparts & both being original, each of which when so executed and delivered shall be an original hereof.

SINGED THIS THE DAY FIRST MENTIONED IN THE MOU BY THE PARTIES IN PRESENCE OF WITNESSES AS UNDER.

For Dr. Lal Path Labs Limited   Name : Mr. Jai Prakash Meena Designation: COO Authorized Signatory	For Swami Rama Himalayan University Name: Dr. Rajesh Maheshwari Designation: Medical Superintendent Authorized Signatory
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Witnesses:

1. Name, S/o or D/o Designation and full Address:

Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, P.O. Jolly Grant
Dehradun-248140

2. Name, S/o or D/o Designation and full Address:

For Dr. Lal Path Labs Limited


Jai Prakash Meena
Chief Operating Officer

Medical Superintendent
Himalayan Hospital
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ANNEXURE A

Sr. no.	Particulars	Remarks						
1.	Name of the Party	SWAMI RAMA HIMALAYAN UNIVERSITY						
2.	Date and Month of Agreement	01/03/2025						
3.	Place of Agreement	SRHU JOLLY GRANT DEHRADUN						
4.	Address of the Hospital/clinic	SRHU JOLLY GRANT DEHRADUN						
5.	Pricing	LPL shall offer the discounts on the applicable local price list and specialized test price list as per the table below: <table><tr><th colspan="2">Domestic</th></tr><tr><th>Services</th><th>Discount</th></tr><tr><td>Tests as per applicable local price</td><td>35 % (Thirty Five percent)</td></tr></table> Overseas For all investigations carried out in USA, no discount shall be applicable. SECOND PARTY shall pay additional courier charges of Rs. 1500/- for sending the samples to USA. However, it is further agreed that, in the event SECOND PARTY requests the LPL for sending more than one sample to the same destination for testing then, the LPL shall charge the best discounted price offered by the courier agency to LPL in like circumstances. Any Other conditions	Domestic		Services	Discount	Tests as per applicable local price	35 % (Thirty Five percent)
Domestic								
Services	Discount							
Tests as per applicable local price	35 % (Thirty Five percent)							
6.	Payments terms	Billing cycle LPL shall raise invoices on monthly basis for all the samples registered in preceding month and SECOND PARTY shall all the charges towards the same within 90 (Ninety) days of receipt of invoices from LPL, payable at New Delhi. All such payments be made by cheque/RTGS in favour of Dr. Lal Path Labs Ltd., Payable at New Delhi.						

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		The second party shall be liable to pay interest @ 12% per annum for delay in payments beyond above scheduled period. LPL shall indicate the breakdown of charges by name of individual tests and applicable expenses. In case of any dispute the Himalayan Hospital may withhold payment of the disputed portion of bill and may pay remaining amount. LPL shall raise the invoice on 7th day of every month for the preceding month giving details of Tests performed and same shall be verified by SECOND PARTY All invoices shall be raised in the name of "Second Party"
7.	Reports	LPL shall provide hard copy/soft of reports to the Second party strictly within the time/ test schedule agreed. The reports shall be on the letter head of Dr. Lal Path Labs Limited.
8.	Term	This MoU shall remain in force for duration of 3 (Three) years starting from 25th January 2025 till 24th January 2028 and thereafter may be renewed for such duration and upon such terms and conditions as may be mutually acceptable to both the Parties.
9.	Any other terms and conditions	First party will provide sample collection facility through appointing phlebotomist in the premises of second party. The financial liability of phlebotomist is to be borne by the first party.
For Dr. Lal Path Labs Limited Name : Mr. Jai Prakash Meena Designation: CEO Authorized Signatory		For Swami Rama Himalayan University  Name: Dr. Rajesh Maheshwari Designation: Medical Superintendent Authorized Signatory

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