



सत्यमेव जयते

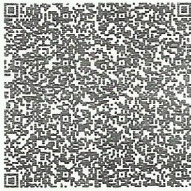
INDIA NON JUDICIAL

Government of Uttarakhand

₹100

e-Stamp

Certificate No. : IN-UK47732725816834V
Certificate Issued Date : 19-Apr-2023 11:27 AM
Account Reference : NONACC (SV)/ uk1220804/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK122080401537889196421V
Purchased by : HIMALYAN REPROGRAPHICS
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : SRHU DEHRADUN
Second Party : HIMALYAN REPROGRAPHICS
Stamp Duty Paid By : HIMALYAN REPROGRAPHICS
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

IN-UK47732725816834V


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



AGREEMENT

This AGREEMENT (hereinafter referred to as “**Agreement**”) is made and entered into at Dehradun (Uttarakhand) on this 11th day of May 2023 by and between:

SWAMI RAMA HIMALAYAN UNIVERSITY (SRHU), a University established under section 2(f) of the UGC Act, 1956 and enacted vide Uttarakhand Act no. 12 of 2013, having its registered office at Swami Ram Nagar, Jolly Grant- 248 016, Dehradun, Uttarakhand, for its teaching hospital ‘Himalayan Hospital’ through its **Chief Medical Superintendent Dr. S.L. Jethani** (hereinafter referred to as the “**Client**” which expression unless repugnant to the context or meaning thereof, shall mean and include successor(s)-in-interest and permitted assigns).

...Party of the First Part

AND

M/S HIMALAYAN REPROGRAPHICS, a quality-based business house having its registered office at H. No.- 1152, Astha Niwas, Gyan Singh Bisht Marg, Subhash Nagar, Clement Town, Dehradun, Uttarakhand, acting through **Mr. M Prasad** (hereinafter referred to as the “**Service Provider**” which expression unless repugnant to the context or meaning thereof, shall mean and include its successor(s)-in-interest and permitted assigns).

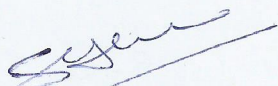
...Party of the Second Part

Both the *Client* and *Service Provider* are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WITNESSES AS UNDER

RECITALS:

- A. WHEREAS the Service Provider is, inter alia, engaged in the business of Reprographics.
- B. WHEREAS the Client is a University under section 2(f) of UGC Act that, inter alia, runs a Teaching Hospital (i.e. Himalayan Hospital, which is hereinafter referred as Hospital) whereby medical services are provided to the general public.
- C. WHEREAS the Client requires the Service Provider to perform the services of document scanning in PDF format & record migration on SRHU server as detailed under Clause 2 of this Agreement.



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

ACCORDINGLY, the Parties hereto, desirous of reducing all the terms and conditions of the said engagement/collaboration into writing by executing this Agreement, out of their free will, for mutual covenants and considerations (the sufficiency of which are hereby acknowledged) set out in details in this Agreement as under:

1. THE AGREEMENT

1.1 Subject to various terms and conditions detailed hereinafter, the Parties hereto agree that the Service Provider will provide to the Client the services as laid down under Clause 2 of this Agreement, in consideration of the payment by the Client to the Service Provider as laid down under Clause 3 of this Agreement.

1.2 Term of Agreement

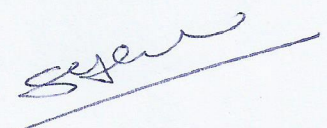
This Agreement is valid for the period of 01 (One) year or the completion of work assigned, whichever is earlier. Work shall be completed within 18 months from the date of confirmed work order. Time is the essence of this Contract/agreement. If Service Provider is not able to complete the assigned work within the said time period of 18 months, the Client shall have right to engage one or more other company to complete the left over work and in such an event the Service Provider shall be liable to compensate the client for any differential amount that client may be compelled to pay to that company over the agreed rate under this agreement.

1.3 Amendment to this Agreement

Either Party shall not make any changes to this Agreement without the prior written consent of the other Party.

1.5 Scope of Work

- a) Comprehensive digitalization of paper medical record and related documents of Medical Record including dissembling of medical record files, scanning of papers and material, storing of digital scans and other related tasks. The papers to be scanned will be of different shapes and sizes (like A3, A4, half of A4, B5, Legal size, etc. and others) and printed/typed or handwritten on both sides as well. Records includes files of last 10-15 years.
- b) The service provider shall receive files from the staff of the Himalayan Hospital.
- c) The service provider shall prepare the files for scanning/digitization purpose.
- d) The service provider shall do scanning and digital storing of the Data in scanned form.
- e) The service provider shall save the scanned document in Portable Document Format (PDF) format in the data storage provided by the Hospital and migrated the record in SRHU server.



Chief Medical Superintendent
Himalayan Hospital

- f) The service provider shall hand over the paper files back to the authorized staff of the Himalayan Hospital with same sequence of papers as it was at the time when received from the Hospital.
- g) The service provider shall also handover the scanned data to the authorized staff of Himalayan Hospital on regular basis.

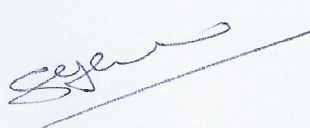
2. THE SERVICES/DELIVERABLES

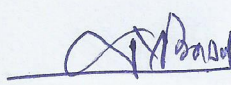
Following Services shall be provided by the Service Provider:

- a) Service provider shall provide Scanners, Computers, Manpower and all other equipment's for the work. Service Provider shall install a minimum of 03 (three) Scanners at the Client's premises having a scanning speed of a minimum of 50 pages per minute. One of the scanners shall be a standby scanner. The Service Provider may increase the number of scanners as per requirement. Scanning should be in Black and white or Grey with minimum 300 dpi or it shall be as per the specifications issued by the Hospital. Scanning of record shall be started from the old record and simultaneously from current year.
- b) Provide/Deploy manpower or workforce for the operation of Scanners and manual handling of the Medical Records that shall include but not limited to opening and closing of the records. The service provider shall recruit minimum of 09 dedicated persons for the process and will increase the number as and when required.
- c) Will perform Scanning operations of the Medical Records as provided by the Client and save the scanned copies in pdf format, with adequate resolutions to ensure the readability, on the Data Storage as provided by the Client and shall migrate the record on SRHU Server.

3. CONSIDERATION

- 3.1 For providing Services/Deliverables under this agreement, the Client shall pay to the Service Provider the amount of money (hereinafter referred to as "Consideration") at the rate of Rs. 10/- (Rupees Ten Only) per file against the invoices raised by the Service Provider on the monthly basis. The Service provider has already done the physical inspection of the files/documents needed to scan and the consented rate of Rs. 10/- per file shall remain fixed during the whole tenure of this Agreement.
- 3.2 The Consideration mentioned in Clause 3.1 is inclusive of all the Taxes as well as the charges.
- 3.3 Subject to the verification of the work by the competent authority of the client, the Consideration under this Agreement shall always be payable within 30 (Thirty) working days of presenting the relevant invoice by the Service Provider.


Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of)



- 3.4 The Client shall reimburse the Service Provider for any or all out-of-pocket expenses to the extent such reimbursement has been agreed upon, in writing, by both Parties.
- 3.5 Any delay in payment on the due date shall attract simple interest at the rate of 1% per month.
- 3.6 If the scanning work is not of good quality as per satisfaction of client, service provider shall be liable to pay penalty equivalent to 10 times of the cost of the unsatisfactory work.

4. OBLIGATIONS OF THE PARTIES

4.1 The Client shall provide for-

- a) Medical Records for Scanning.
- b) Suitable space for installation of Scanners and handling of Records.
- c) Furniture, Fixtures, Electricity, server space and other related items to carry out the Task/Job/Service.
- d) Provide Coolers/Air Conditioning in case the temperature rises.
- e) Provide Free Parking Space for the working staff of the Service Provider.
- f) Network Connectivity, Data Storage for saving scanned pdf files.
- g) Any other item or thing, mutually agreed upon by both the parties and necessary for the purpose of scanning and storing of Medical Records.

4.2 The Service Provider shall-

- a) Install Scanners at suitable place as provided by the Client and having at least a scanning speed of 50 pages per minute. All scanned files shall be saved in pdf format on Data Storage as provided by the Client and migrate the same in SRHU server.
- b) Recruit and provide the dedicated manpower for the operation of the scanner as well as for the opening and refilling of the records in original condition.
- c) Keep the Medical Records safely and after scanning the files shall handover it to the authorized staff of the Himalayan Hospital with same sequence of papers as it was at the time when received from the Hospital.
- d) Maintain the Quality of scanning work strictly as per the instructions/specifications provided by the competent authority of the client. During verification of the work by competent authority of client, if it is found that the quality of scanning work of any document/file is not up to the satisfaction, the client shall have right to hold the bills of that particular lot of work and the Service Provider shall again scan all such

documents/files as per the instruction/specification/direction of the Hospital authority without charging any extra cost.

5. REPRESENTATIONS AND WARRANTIES

5.1 Each Party make the following ongoing representations and warranties:

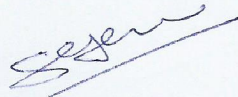
- a) It has the right to enter into this Agreement, duly authorized by necessary approvals/sanctions as per its constituent documents/Charter/Bye-laws etc.
- b) No claim, lien, or action exists or is threatened against either Party that would interfere with the other Party's right under this Agreement.
- c) To the best of its knowledge, its performance or requirement, respectively, of the Services and/or furnishing of Deliverables will not violate the intellectual property rights of any person or entity.
- d) The Parties have the unencumbered right to perform or request the Services under this Agreement.

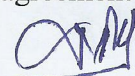
5.2 The Service Provider represents and warrants to the Client that the Service Provider will perform the Services in compliance with the specifications outlined in the Clause 2 and 4 in a timely, professional and workmanlike manner.

6. INDEMNITIES

6.1 Service provider ("**Indemnitor**") agrees to indemnify, defend and hold harmless the client ("**Indemnitee**") from and against any and all losses, liabilities, claims, obligations, costs, expenses arising from the following:

- a) The negligence, fraud, misrepresentation or misconduct of the Indemnitor, its officers and employees;
- b) The failure by the Indemnitor, its officers and employees to comply with applicable laws;
- c) The Indemnitor's breach of any express representation, warranty, covenant or other obligations contained in this Agreement;
- d) Any breach of this service contract/agreement by the indemnitor or its staff;
- e) Any act or omission of Service provider and its staff (including any negligence, unlawful conduct or willful conduct) relating to this service contract/agreement or


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



arising as a consequence of the performance or non-performance of service contract/agreement.

7. CONFIDENTIALITY

- 7.1 The Service Provider shall not disclose to any third party the information contained in the Records provided by the Client for the purpose of Scanning and generating the pdf files.
- 7.2 The Service Provider shall not disclose to any third party the Client's Confidential information which includes but not limited to the patients information's as well as Client's business and /or technical information that the Client discloses to the Service Provider in connection with this Agreement or that the Service Provider gains access to while performing the Services provided by the Client during the term of this agreement.
- 7.3 After cessation of this agreement/engagement between the Parties, the Service Provider shall not use, publish or otherwise disclose, in whole or in part, any of the Client's confidential information and the scanned Medical records, unless otherwise provided for in this Agreement. Upon the earlier of the termination or expiration of this Agreement or stoppage of work or upon request from the Client, the Service Provider shall deliver to the Client all the scanned medical records and Client's Confidential Information.
- 7.4 Without limiting the foregoing, the Service Provider shall disclose Confidential Information only to those employees who require such Confidential Information for the purposes of this agreement/contract and who are bound by an obligation of confidentiality and non-use no less stringent than set forth herein. Upon disclosing Confidential Information to any employee, the employing Party shall advise them of the confidential nature of the information, and shall require them to take all necessary and reasonable precautions to prevent the unauthorized disclosure thereof. Service Provider shall always be responsible for the conduct of its employees.
- 7.5 No ownership rights are granted to the Service Provider to any of the Medical Records or their scanned copies. No right is granted to the Service Provider to use, distribute, rent, lease, lend, share, supply or market the Client's Confidential Information.

8. TERMINATION

- 8.1 This Agreement shall not renew automatically and will terminate at the expiration of the Term Period as mentioned under Clause 1.2.
- 8.2 The service provider strictly note that in case SRHU finds any irregularity during the work order period, the work order is liable to be terminated immediately.


Chief Medical Superintendent
Himalayan Hospital
(A constituent)

- 8.3 Either Party may terminate this Agreement at any time prior to the completion of the term upon issuance of a prior written notice of a minimum one month to the other Party.
- 8.4 In the event that either Party terminates this Agreement the Service Provider shall deliver all the original as well as scanned medical records (already performed) to the Client within 10 (Ten) working days and remove its Equipment and Workforce.

9. ASSIGNABILITY AND SUBLETTING

- 9.1 Neither Party shall have the right to transfer or assign its rights or obligations under this Agreement, without the prior written consent of the other Party.
- 9.2 The Service Provider shall not sublet the work undertaken under this Agreement to any sub-contractor, without the prior written consent of the Client.

10. DISPUTE RESOLUTION

In case of any dispute between the parties, the Parties shall initiate steps to resolve the same amicably. If such discussion fails, the same shall be escalated to the nominated senior executives of the Parties. Resolution of dispute under this clause shall be deemed to have failed, if the solution is not found within 30 (thirty) working days of raising the dispute, then same shall be resolved through arbitration of the Sole Arbitrator which shall be appointed by the Hon'ble Vice-Chancellor of the SRHU. Arbitration proceedings shall be in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The Venue of the Arbitration shall be Dehradun and the arbitration shall be conducted in English language. The decision of the Arbitrator shall be binding on both the parties.

11. GOVERNING LAW

This Agreement shall be governed by the laws of India and Courts at Dehradun, Uttarakhand, India shall have the jurisdiction in case of any dispute. The Governing language of this Agreement shall be English.

12. FORCE MAJEURE

Neither Party shall be liable for delays nor failure in performance due to causes beyond its control, such as wars, acts of God, natural disasters, civil disturbances, epidemics (force majeure events).

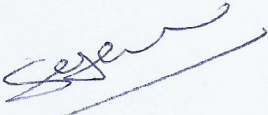

Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, P.O. Jolly Grant
Dehradun



In the event performance of Services is suspended due to such force majeure events, the Service Provider shall promptly notify the Client of the suspension of Services and force majeure clause.

13. MISCELLANEOUS PROVISIONS

- 13.1 Survivability: The terms and conditions of this Agreement that by their sense or context are intended to survive the cessation of Services or the termination or expiration of this Agreement shall so survive, including, but not limited to, Clauses 6, 9, 10 and 11.
- 13.2 Severability: In the event of any Clause (s) of this Agreement being adjudged as void or inoperative in any jurisdiction, for any reason whatsoever, and if that clause is severable from the rest of the Agreement without affecting the overall spirit of the Agreement, the same shall not affect the legality, validity or binding nature of the other terms and conditions hereof, and the said term(s) so struck down would be read as severed from the other contents of this Agreement and if possible the said clause will be substituted by a new clause having materially the same commercial effect without violating the law involved.
- 13.3 Non-Waiver: The Failure or Delay of either Party to enforce at any time any of its rights or provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce the said provision in respect of future instances.
- 13.4 Effective Date: This Agreement becomes binding and enforceable on the date that it is signed by both Parties and delivered to both Parties ("**Effective Date**").
- 13.5 That the Service provider shall get verification of antecedents of its staff from the local Police Station before their deployment at client premises. All the persons deputed by the Service provider at the premises of client shall be deemed as the employees of the Service provider and the Service provider shall ensure timely payment of salary of all its employee and accomplishment of all the statutory requirements regarding their employment. Employees of the Service Provider shall not contact authorities of the University in any matter, including the matter relating to the payment of their dues, wages, leave, relief etc. Service Provider shall provide proper Identity Cards to the persons deployed at client's premises. In case of any misbehavior and misconduct of any person so appointed, the responsibility of any damage or loss shall vest upon the Service Provider. If Client ask for replacement of any person deputed at client's premises, the service provider shall promptly replace the same. All the persons deployed by the Service Provider at the premises of client shall comply with the directions & instructions issued by the client authority regarding their conduct at SRHU campus.


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

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands, in the presence of witnesses signing as such, on the day, month and year first hereinafter written.

CLIENT

Signature:



Chief Medical Superintendent

Himalayan Hospital

(A constituent unit of SRHV)

Swami Ram Nagar, P.O. Jolly Gra

Designation: Chief Medical Superintendent

SERVICE PROVIDER

Signature:



Name: Mr. M. Prasad

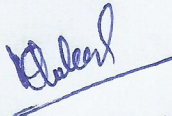
Designation: Proprietor

Date: 11/05/2023

Date: 11/5/2023

WITNESS

1.



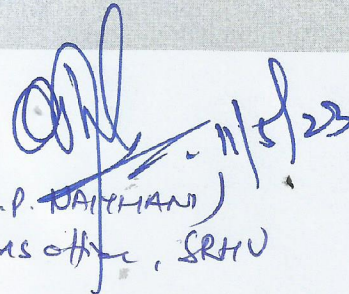
Name:

(MUKESH MANGANI)

Address:

CMS office, SRHV

2.



Name:

(C.P. DAHIYAN)

Address:

CMS office, SRHV