





**WHEREAS:**

1. The First Party is a Dental College & Hospital providing education and training for undergraduate students for Bachelor of Dental Surgery (BDS), Masters of Dental Surgery (MDS), PhD studies under Rajiv Gandhi University of Health Sciences, recognized by Dental Council of India, accredited by NAAC and NIRF and also provide clinical services for oral and dental health for general public.
2. The Second Party operates a hospital which is a well-known multi-speciality 200 bedded Hospital in North Bangalore, located in the national highway strategically located providing medical service and patient care for over 9 (nine) years ("Hospital") ("Business").
3. The First Party will post their III BDS course students to their hospital requiring training for undergraduate students of BDS in subject of General Medicine and General Surgery as clinical training hospital, which would be mentioned in the proposed deliverables mentioned in the agreement below
4. Where after due and careful assessment, the First Party believes that the Second Party is best suited for providing teaching and training for III BDS students the First Party may, if it deems fit, post the students to the Second Party, subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and presents herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. SCOPE**

- (a) This Agreement envisages the terms and conditions pertaining to train undergraduate students of Bachelor of Dental Surgery (BDS) course in subject of General Medicine and General Surgery for clinical course teaching and training at the "Hospital" situated at a distance of 500 meters approximately.
- (b) Each Party shall, at its own costs and expenses, obtain and maintain for itself all necessary legal, regulatory and corporate approvals, licenses, consents and the like for performance of their respective obligations in terms of this Agreement and to ensure compliance with applicable laws and regulations having jurisdiction over the Parties.
- (c) The First Party will post III BDS course students for two days in a week for two hours per day (totaling for four hours / week) for in each subject of General Medicine and General Surgery for clinical course training. The second party will in turn provide their infrastructure as required including clinical course teaching by assigning qualified staff for the mentioned subjects. The second party will also facilitate periodic inspections as per the Apex body - Dental Council of India, Rajiv Gandhi University of Health Sciences and from the accredited councils in timely fashion. This process will include visit to hospital and second party will provide patient statistics of the hospital in the prescribed format

**2. REPRESENTATIONS AND WARRANTIES**

The First Party represents and warrants to the Second Party as follows:

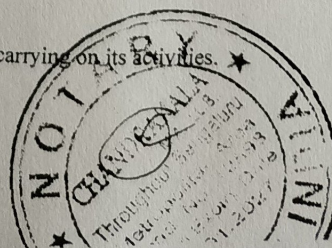
- (a) It is a duly registered, validly existing under the laws of India
- (b) It has the necessary governmental approvals for carrying on its business and performing the actions contemplated herein.
- (c) It is authorized to enter into this Agreement and the obligations contained herein constitute legal, valid and binding obligations enforceable against it.
- (d) The execution and delivery of this Agreement and the performance of services pursuant to this Agreement will not result in a breach by the Second Party, of any law, rules, regulations or terms of any contract with, or of any obligation owed to any third party.

The Second Party represents and warrants to the First Party as follows:

- (a) It has procured and has in place material governmental approvals for carrying on its activities.

*K. U. J. Kumar*

*[Signature]*









6. **RELATIONSHIP**

Nothing contained in this Agreement shall be construed as being a joint venture, partnership, agency or an employment relationship between the Parties. The relationship between the Parties shall be Head of the Institution to Head of the hospital, it being clearly understood that this is a "contract for services" and not a "contract of services". The First Party shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of the Second Party or in any manner bind the Second Party or hold out or represent that the First Party is representing or acting as agent to the Second Party. Further the First Party shall have no authority, express or implied, to commit or obligate the Second Party in any manner whatsoever. The First Party is and shall always be and remain an independent contractor.

7. **CONFIDENTIALITY AND NON-DISPARAGEMENT**

- (a) Each Party hereby covenants, that at all times during the Term, and at all times thereafter, the parties shall hold all information of or relating to the other Party and/ or any of its affiliates or any of its patients, customers, vendors, in strictest confidence, and shall not use, disclose, copy, publish, summarize, remove, reverse engineer, decompile or otherwise deal with such information except in accordance with each Party's policies governing the handling of such information.
- (b) Each Party agrees that [he / she /it] shall not in any manner whatsoever, directly or indirectly, make / issue any negative statement, whether orally or in writing, about (i) the Other Party, its holding, subsidiary, associate companies and their respective directors, officers and employees, or any of their businesses; and / or (ii) the Other Party's services / treatments offered, its doctors, patients and clients. The Parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement.

8. **LEGAL LIABILITY**

The Parties agree that no liability arising out of an act / lapse by one Party be shifted and levied on the other Party under any circumstances whatsoever. The contractual liabilities that may accrue, if any, shall solely be limited to the obligations of each Party.

9. **TERMINATION**

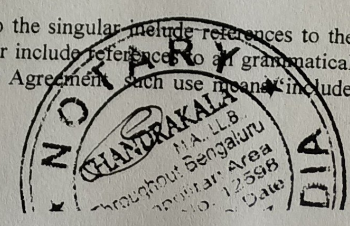
- (a) The Parties agree that either of them may terminate this Agreement by serving a 30 (thirty) days' prior written notice to the other Party.
- (b) All rights and obligations of each Party accrued prior to the expiry / termination of this Agreement shall not be affected by the expiry / termination of this Agreement and shall survive such expiry / termination.

10. **MISCELLANEOUS**

- (a) Except as may be otherwise provided herein, all notices, requests, waivers, consents and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be delivered at the addresses mentioned in the signature page.
- (b) The section and clause headings and captions used in this Agreement are for convenience and identification only; otherwise, they form no part of this Agreement and do not affect its interpretation or construction. References to sections or clauses without further specification are references to sections and clauses of this Agreement.
- (c) Any reference to a statute or any provision of a statute includes a reference to that statute or provision and any rule, regulation, notification, circular, or direction made or issued pursuant to that statute or provision, as may be from time to time modified or re-enacted.
- (d) Unless the context expressly requires otherwise, references to the singular include references to the plural and vice versa and words denoting one grammatical gender include references to all grammatical genders. When the word 'include' or 'including' is used in this Agreement, such use means 'include without limitation' and 'including without limitation' respectively.

*K. Umesh Kumar*

*[Signature]*





- (e) This arrangement is entered into by the Parties hereto on a non-exclusive basis.
- (f) If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, whether due to a change in law or otherwise, the Parties will negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.
- (g) No amendment of this Agreement shall be effective unless it is in writing and duly executed by both Parties to this Agreement.
- (h) This Agreement and the side letters that may be executed between the Parties constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements or understanding (oral or written) between the Parties.
- (i) The First Party shall bear the stamp duty payable on this Agreement.
- (j) The Parties shall undertake to take all necessary actions as may be required from time to time in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement.

11. **GOVERNING LAW AND JURISDICTION**

- (a) This Agreement shall be governed by the laws of India (without regard to conflict of laws provisions / principles). Any claims, controversies or disputes arising out of or in connection with this Agreement, if not resolved by mutual discussion within 30 (thirty) days of being first notified by 1 (one) Party to the other, shall be resolved by binding arbitration conducted by a sole arbitrator appointed in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder.
- (b) The seat and venue of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in English.
- (c) The decision and award of the arbitrator shall be in writing, in English, and shall be final and binding on the Parties. The arbitrator shall determine the final allocation of the costs of arbitration.
- (d) Subject to the foregoing, the Parties submit to the exclusive supervisory jurisdiction of the courts in Bengaluru.

IN WITNESS WHEREFORE the parties hereto have executed this Agreement on the day, Month and year herein above written in the presence of:-

For the First Party:

Signature:

Name: Dr Srivatsa G

Designation: Principal

**PRINCIPAL**  
**K.L.E. SOCIETY'S**  
**INSTITUTE OF DENTAL SCIENCE**  
**• BANGALORE**

Date:

For the Second Party:

Signature:   
 Director

Name: Dr Upendra Kumar Kanna  
 Designation: Director – TMI Healthcare Private Limited

Date:

**ATTESTED BY ME**

**CHANDRAKALA, M.A., LL.B.,**  
**ADVOCATE & NOTARY**  
**GOVT. OF INDIA**

# 293, 6th Cross, Indiranagar, Rajajinagar,  
 Wodeyar Road, BENGALURU - 560 010.

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