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NON-JUDICIAL

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SI. No. B 414204 MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTRAL REFERAL HOSPITAL, GANGTOK

AND

THE ICFAI UNIVERSITY, SIKKIM

This Memorandum of Understanding (MoU) is made and signed in this day, Wednesday of April 23'2025 between

CENTRAL REFERRAL HOSPITAL (CRH), a constituent unit of Sikkim Manipal University

having its registered office at 5th Mile, Tadong, Gangtok, Sikkim, India here in after referred to as "Hospital", which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors, administrator, executor and assignee of the FIRST PART.

and

The ICFAI University, Sikkim

having its registered office at Lwer Sichey, Ranka Road, Gangtok, East Sikkim-737101-India, hereunder referred to as "Institute", which expression shall unless it be repugnant to the context or meaning hereof shall deem to mean and include its successors, administrator, executors and assignee of the SECOND PART.

AND Whereas, the Institute is desirous of availing cashless/cash medical facilities for its students and employee in accordance with the Institute rules as amended upto date.

AND whereas, the Hospital is ready and willing to provide entitled medical services to the said Students and employees as agreed by and between them and appearing herein below:

Now this agreement witness as under;

Article- 1. Effective Date

1.1. This agreement will be in with effect from 23rd April 2025 until otherwise terminated by any of the parties with **one month's notice**.

Article- 2. Services

- 2.1. Out- patient services
- 2.2. Emergency services
- 2.3. In-patient services

Article- 3. General provisions

- 3.1. Hospital shall ensure that best medical treatment/facility is extended to beneficiaries. Also to ensure that the pathological test/ other investigations carries out are only the essential tests which are required to diagnose the diseases.
- 3.2. The agreement is subject to the detailed schedule of fees submitted by the Hospital which has to be accepted by the Institute.
- 3.3. The Hospital will maintain clean & Hygienic condition in the accommodation rooms.
- 3.4. Any agreed services including test and diagnostic shall be cashless/cash in the part of beneficiaries, the details case sheet and bills to be produced to Institute for payment settlement on monthly basis.
- 3.5. The Institute provided Identity Card along with referral letter will be the only acceptable documents at CRH for providing hospital services as per this MoU, which has to be produced in original at Corporate Desk/ Reception counter in hospital failing to which hospital authority will not be responsible for not being able to provide services as per agreed terms. However, in emergency cases if it is not possible to obtain such authorisation/ referral in advance the beneficiary can directly visit hospital corporate desk/ help desk with valid identity card and submit the authorisation & referral letter in next working day from the institute only in case of Indoor patient.

Article- 4. Procedure for Admission

- 4.1. The Hospital shall allow/entertain the patients of the Institute for getting treatment on production of valid Identity Card and referral letter issued by the Office of the Institute. Hospital will ensure the identity of the referred patients before imparting medical services.
- 4.2. The referral letter/ ID card of the Institute beneficiary, shall mention the entitlement under which the patient will get various medical and other facilities in the Hospital.
- 4.3. The Hospital shall ensure that there is no deviation from the facilities including entitled accommodation as covered under such package and/or investigation/test mentioned in the said letter. Hospital shall restrict the treatment to the

diagnosed disease mentioned in the said letter only for which the patient is being

Article- 5. <u>Tariff</u>

- The hospital will not charge more than the agreed rate i.e. CRH existing hospital tariff from the beneficiaries.
- The hospital has agreed to offer 15% discount in the OPD services (which 5.2. includes registration, consultation, Laboratory services and Radiology services) and 20% discount on final IP bill to the students & employees of ICFAI University, Sikkim.

Article- 6. Settlement of Claim

On cash basis

The students & employees of ICFAI University will avail the OPD & IPD services on cash basis at the discounts mentioned above.

Quality and Standard of Service Article- 7.

- Hospital will ensure that the best and completed diagnostic, therapeutic and 7.1. follow up services based on standard medical practices.
- Hospital agrees to provide quality services to the patients by following standard protocols of diagnosis, indications for surgery/therapy, surgical procedures and treatment.
- Hospital agrees to provide quality medicines, standard prosthetics, implants and disposables in treating the patients.

Confidentiality Article- 8.

All the stakeholders undertake to protect the secrecy of all the data of the 8.1. patient and trade or business secrets and will not share the same with any unauthorised person for any reason whatsoever with or without consideration.

Termination of MoU Article- 9.

Both the parties can terminate the Agreement after giving 30 days' notice in 9.1. writing.

Jurisdiction Article- 10.

- Any disputes arising out of this MoU shall be subject to Arbitration as per 10.1. Arbitration and Conciliation Act, 1996 and subject to Jurisdiction of the Courts in Sikkim.
- Any amendments to the MoU shall be effected as an addendum, after the 10.2. written approval from both parties.

In witness thereof, this agreement is executed by or on behalf of the parties hereto has hereunder set their hands and seal on dates respectively mentioned against their names in the presence of the following witnesses:-

For and on behalf of

ICFAI UNIVERSITY SIKKIM

East District, Sikkim

For and on behalf of

CENTRAL REFERRAL HOSPITAL, **GANGTOK**

5th Mile Tadong, Gangtok, Sikkim

Name: Dr. Jagannath Patnailtice Chancellor

The ICFAI University Sikkim

Designation: Vice Chancellor

Nante: Mr. Subhendu Prakash

Subhendu Prakash Chief Operating Officer (COO)
Central Referral Hospital
5th Mile Tadong, Gangtok-737102

Designation: Chief Operating Officier

Witnesses:

1. Dr. Rohit Rathi

Witnesses:

1. Mr. Manish P Chettri