

**MEMORANDUM OF AGREEMENT**

An Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ between the University of Allahabad, acting through Registrar , for Allahabad University Contributory Health Scheme, (hereinafter called ‘AUCHS’) which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office and assigns) of the One Part and \_\_\_\_\_ S/o, \_\_\_\_\_ the authorized signatory of the ..... of the other part.

**WHEREAS** ..... had applied for recognition under AUCHS for Laboratory Investigations/Diagnostics Tests of the members of AUCHS and their dependent beneficiaries, and AUCHS proposes to extend recognition to The ..... for OPD Facility for Laboratory investigations/Diagnostics tests of AUCHS members and their dependant beneficiaries according to rates agreed upon or of CGHS and Govt. of India rates as applicable from time to time.

**NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS: -**

1. The ..... is recognized under AUCHS for Laboratory investigations/Diagnostics test of the AUCHS members and their dependent beneficiaries subject to the conditions mentioned hereinafter.
  
2. The Laboratory investigations/Diagnostics test shall provide the agreed upon services to referred cases. These cases would be referred by doctors from the University Health Centre and approved Hospitals/Nursing Homes.

3. The services would be extended on billing system to referred cases for agreed upon period. The charges would be charged according to rates agreed upon or of CGHS and Govt. of India rates whichever less, as applicable from time to time. The special tests, if any, will be charged on Dr. Lal's Path Lab/SRL rates with the 20% rebate. For MRI diagnostics only, the Agreed Upon rates will be admissible and the diagnostics centre will be allowed to take the difference amount, if any from the AUCHS member directly.
4. The bills would be scrutinized by the University authorities and would contain the following:-
  - (a) Bills to be submitted on diagnostic Centre proforma.
  - (b) Referral slips from approved OPD facilities of University of Allahabad & photocopy of AUCHS card.
  - (c) Diagnostic/Package Charges as applicable.
  - (d) Other charges if any not included above (to be specified).
5. The schedules of rates agreed upon under AUCHS for pathology, Radiology, Diagnostics and for Dentistry at Annexure-'A', attached hereto and the University reserves the right to amend the rates agreed upon during the currency of contract also.
6. The Diagnostic Centre/ Pathological Laboratory shall provide access to the financial and medical records for assessment and review by medical and financial Authorities/auditors of the University, as and when required and the decision of University on necessity or requirement shall be final.
7. The Diagnostic Centre/ Pathological Laboratory/ Dental Clinic/ Dental Laboratory shall raise bills in the prescribed format to the Registrar, in respect of the AUCHS members treated on monthly basis. The bill would be processed for payment as per the norms agreed upon and will be paid within sixty days from the date of receipt of claim provided all required documents/Informations are in order.
8. In the case, the investigations/tests carried out by the Diagnostic centre/ Pathological Laboratory are not found to be meeting the standards of quality as

- per norms in medical practice the Diagnostic center/ Pathological Laboratory will bear any liability towards cost for retesting/ repeat investigations and University will not have any liability, financial or legal for the same.
9. In the case, the treatment provided is found to be below desired standard of the expected norm M/s .....will be liable towards cost for repeat treatment of procedure and AUCHS will not have any liability, financial or legal for the same.
  10. Any liability arising due to any default or negligence in provision or performance of the services shall be borne exclusively by the Diagnostics Centre/ Pathological Laboratory, be responsible for the defect in rendering such service.
  11. While carrying out tests/diagnostic procedures of the AUCHS beneficiaries, the Diagnostic Centre/ Pathological Laboratory shall not ask the member to purchase separately the medicines from outside but bear the cost on its own, as the package deal rate fixed for the AUCHS includes the cost of drugs, dyes, contrast media, surgical instruments and other medicines etc.
  12. The Agreement contains the entire agreement between both the two parties and nothing outside this agreement shall be valid and binding. This Agreement may be modified or altered only on written Agreement signed by both the parties.
  13. This Agreement shall remain in force for a period of one year from the date of its execution and further extendable on mutual consent.
  14. The Agreement may be terminated by either party serving one calendar month's notice in writing, upon the other party and the notice given by the University shall be valid if given and signed by the competent authority on behalf of the University.
  15. In case the Diagnostic Centre Pathological Laboratory get wound up or the firm is dissolved, the University shall have the power to terminate or relieve the

Diagnostic Centre/ Pathological Laboratory or their heirs and legal representatives from the legal liability in respect of the services provided by the Diagnostic Centre/ Pathological Laboratory during the period when the agreement was in force.

16. The Allahabad University shall have a lien and also reserve the right to retain and set off against any sum which may, from time to time be due to and payable to the Diagnostic Centre/ Pathological Laboratory hereunder, any claim which the University may have against the Diagnostic Centre/ Pathological Laboratory under this or any other agreement.
17. The University shall be at liberty at any time to terminate this agreement on giving 24 hours notice in writing to the Diagnostic Centre/ Pathological Laboratory for breach of any of the terms and conditions of this agreement and the decision of the University in this regard shall be final. The University of Allahabad reserves the right to debar any approved Diagnostic Centre/ Pathological Laboratory from doing any business with the University in future on submission of inflated/forged medical bills for reimbursement to the university.
18. In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the Diagnostic Centre/Pathological Laboratory to any member, the family of any member or representative of the Allahabad University in relation to the obtaining or execution of this or any other agreement with the Allahabad University, then the University shall without prejudice to their other rights and remedies be entitled notwithstanding any criminal liability which the Diagnostic Centre/ Pathological Laboratory may incur, to cancel and/or terminate this Agreement and any other Agreement entered into by the University holding the Diagnostic Centre liable for any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by the University in such manner and in such evidence of information as it shall think fit and sufficient and its decision shall be

final and conclusive and binding upon the Diagnostic Centre/ Pathological Laboratory.

19. Subject as otherwise, provided in this contract, all notices shall be issued or received by the University or by any officer for the time being entrusted with the functions of AUCHS.
20. The administrative cost of the Diagnostic Centre/ Pathological Laboratory and all other expenses required by the Diagnostic Centre/Pathological Laboratory for the purpose of this agreement shall be borne by the Diagnostic Centre/ Pathological Laboratory.
21. Any dispute or difference whatsoever arising between the parties to this agreement relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof shall be referred to an arbitrator to be appointed by mutual consent of both parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Vice-Chancellor, University of Allahabad. The provisions of the arbitration and conciliation Act 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliations Act, 1996, or of any modifications, Rules or reenactments thereof. The Arbitration proceedings will be held at Allahabad.
22. The Diagnostic Centre/Pathological Laboratory shall pay all expenses incidental to the preparation and stamping of this agreement.
23. All notices and reference hereunder shall be deemed to have been duly served and given to the Diagnostic Centre if delivered to the Diagnostic Centre/ Pathological

Laboratory or their authorized agent or left at consent by registered post to the address stated hereinbefore and to the University if delivered to the Registrar, University of Allahabad or sent by registered post or left at his office during office hours on any working day.

24. The original copy of this agreement shall be kept at the office of Registrar, University of Allahabad and a true copy shall be retained in the office of the Diagnostic Centre/ Pathological Laboratory.

**In witness whereof, Registrar, University of Allahabad for and on behalf of the University of Allahabad and the above named Diagnostic Centre/Pathological Laboratory have hereinto set their respective hands the date and year first above written.**

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Signature of Registrar, University of Allahabad

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Witness to the signature of Registrar, University of Allahabad

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Signature of Diagnostic Centre/ Pathological Laboratory

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Witness to the signature of Diagnostic Centre/Pathological Laboratory