



കേരളം കേരल KERALA

EB 983782

### Memorandum of Understanding

This MOU is signed on this the 14<sup>th</sup> day of December 2023 and will come into operation w.e.f day of 14-12-2023 at Thrissur between Amala Institute of Medical Sciences [An undertaking of Amala Cancer Hospital Society] registered under the Travancore - Cochin Literary, Scientific and Charitable Societies' Registration Act XII of 1955 having its registered Office at Amala Nagar, Thrissur 680 555, represented by its Director, Fr. Julious Arakkal CMI, which expression, unless repugnant to the context, shall be deemed to include its successors and permitted assigns) on the First Part and herein after referred as AMALA

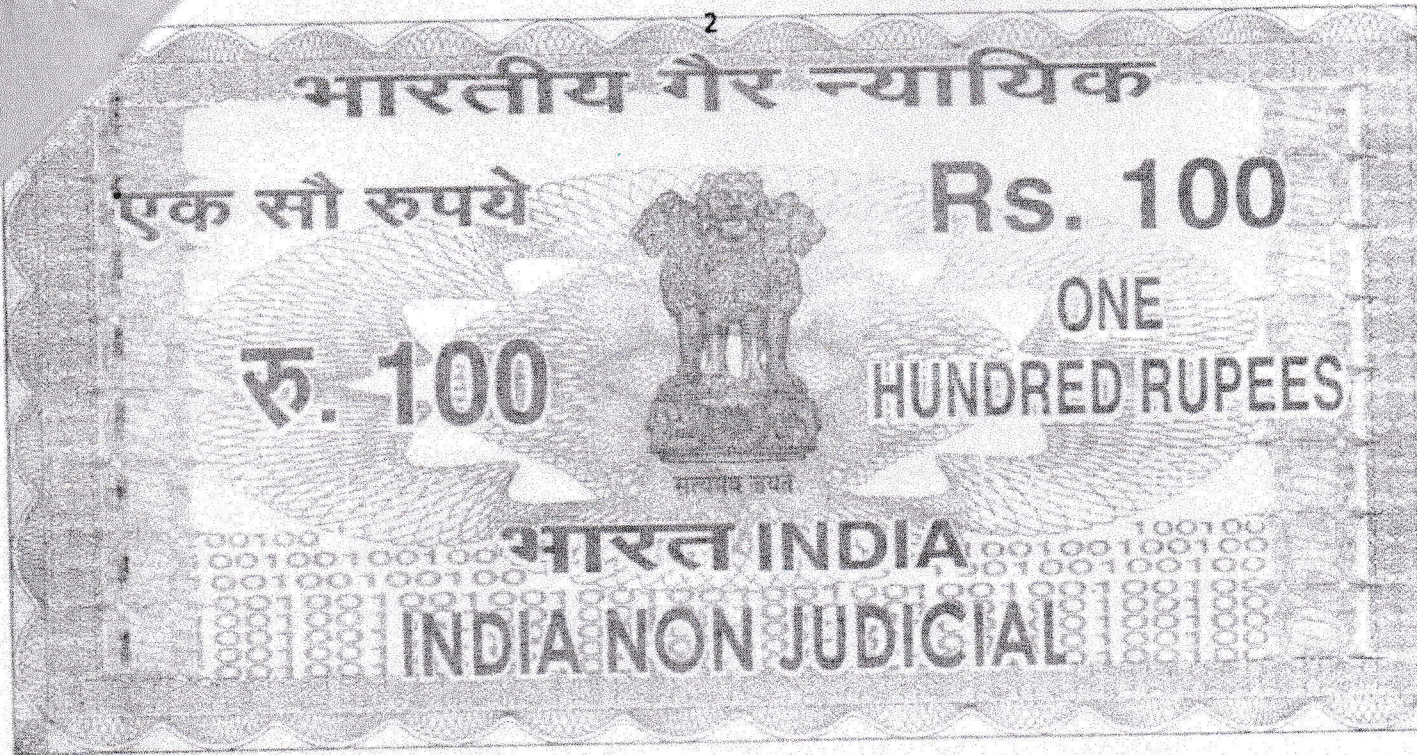
And

Thalir BUDS Rehabilitation Centre Velur, Chungam represented by Velur Panchayath Secretary Mr. Joseph T.K which expression, unless repugnant to the context, shall be deemed to include its successors and permitted assigns) on the Second Part hereinafter referred as BUDS

Fr. Julious Arakkal CMI  
Director

678  
100  
JOSEPH T.K  
Secretary  
Velur Gramapanchayat  
Velur. P. O., Trichur - 680601  
Mob: 9496046049  
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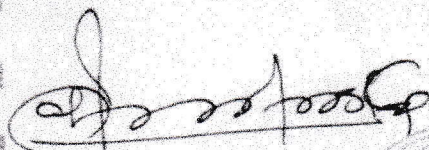
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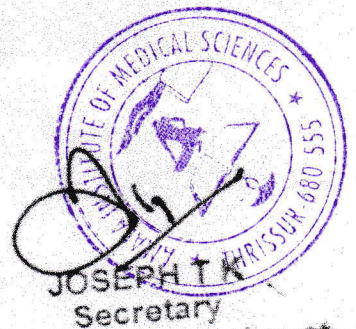
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WHEREAS AMALA is a hospital engaged in the sector of health care and health related education and researches and is registered under The Travancore - Cochin Literary, Scientific and Charitable Societies' Registration Act XII of 1955.

WHEREAS, the second party is the Rehabilitation Centre under Velur Panchayath

AND WHEREAS the BUDS is desirous to avail the service of AMALA for the Physiotherapy, Speech therapy & Occupational therapy session for differently abled children from poor families. AMALA accept the offer on the following terms and conditions:

  
Fr. Julious Arakkal CMI  
Director



6790  
100 Velur Gramapanchayat  
100 Velur. P. O., Trichur - 680 555  
Mob : 9496046043



*Handwritten initials*

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NOW THIS DEED OF MOU BY AND BETWEEN THE PARTIES HERE TO WITNESS AS FOLLOWS:

Tenure

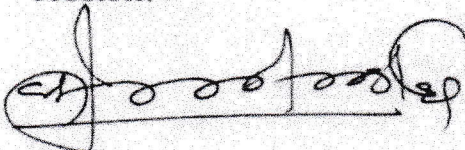
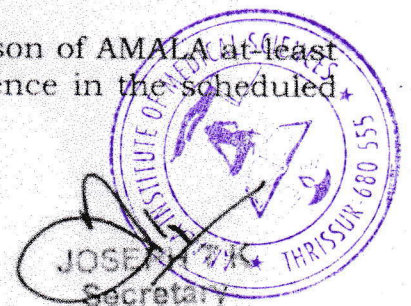
This MOU is valid for one year w.e.f 14-12-2023 and will automatically expired unless renewed by the parties in writing my mutual consent.

Service Charge

BUDS shall pay an amount of Rs.1000/- per therapist [Rupees One thousand Only] per visit. BUDS shall pay the amount to the account of AMALA on or before 5<sup>th</sup> of the succeeding month as per the invoice issued at the end of every month.

Other terms & Conditions

1. The service will be organized by RHTC Vellatanjoor, Department of Community Medicine of AMALA.
2. The therapist shall be available at the Special school of BUDS on every Thursday from 10:00am to 12:30 pm except the 1<sup>st</sup> Thursday of that Month. If any of the Thursdays is a holiday then it can be scheduled to any other day by mutual consent.
3. If the therapist has any inconvenience on the assigned day it shall be informed to the authorized person of BUDs/RHTC MO and postpone the session to any other day or cancel that week's session as the case may be.
4. The Therapist shall give proper advice or training to the care givers and to the educators of the children if necessary.
5. BUDS shall arrange a suitable atmosphere for the treatment/therapy in the special school of BUDS
6. BUDS shall pay the service charge to the therapist if the session was cancelled due to any fault, inconvenience of BUDS after the therapist reached at BUDS special school.
7. BUDS shall inform the therapist or the authorized person of AMALA at least one day prior to the session if there is any inconvenience in the scheduled session.

JOSEPH V.K.  
Secretary  
Velur Gramapanchayat  
Velur. P. O., Trichur - 680601

### Indemnity

BUDS shall indemnify AMALA or its person to the extent of loss or damages caused to AMALA due to any act, negligence or omission of BUDS and vice versa

### Termination Notice

This MOU will be terminated will be automatically expired, if not otherwise renewed by the parties in writing by mutual consent.

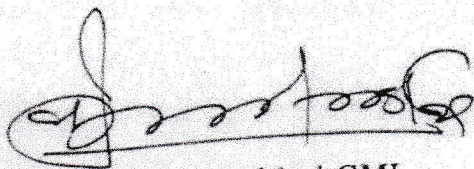
### Dispute Resolution

In the event of any dispute between the parties in respect of any rights or liabilities arising out of this agreement, the same shall be referred to a sole Arbitrator appointed by mutual consent and the proceedings shall be conducted in accordance with the provisions contained in the Arbitration and Conciliation Act, 1996. The seat of Arbitration shall be at Thrissur.

### Governing Law


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

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their representatives duly authorized.



Fr. Julious Arakkal CMI  
Director  
Amala Institute of Medical Sciences  
Centre

Witnesses:

1. Jayni.K.J, Series Clerk, Velup GP 



*Betsy*  
Dr. BETSY THOMAS  
MD, FRCOG, DNB, MICOG  
PRINCIPAL

AMALA INSTITUTE OF MEDICAL SCIENCES  
AMALA NAGAR, THRISSUR-680 555

Mr. Joseph T.K  
Secretary

Thalir BUDS Rehabilitation  
Secretary

Velur Gramapanchayat  
Velur, P. O., Trichur  
Dist. 542218

