



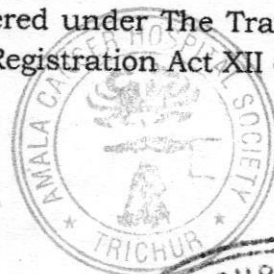
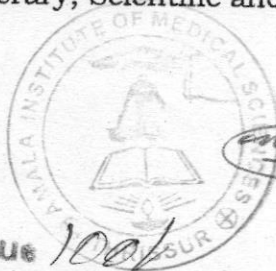
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24AA 100350

THIS AGREEMENT is made on this the 1st day of April Two Thousand Twenty Five between Info Connections, Thrissur represented by its Proprietor, Mr. Jemmu Arangassery as on the First Part and hereinafter referred to as service provider and **Amala Cancer Hospital Society** registered under 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 Second Part and herein after referred as Client and the service provider and client shall hereinafter be referred to as such or wherever the context so permits it shall individually be referred to as "**Party**" and collectively as "**Parties**".

WHEREAS

The Service Provider is engaged in Hospital Information system product and the client is a charitable Society engaged in the sector of education, culture, and health care and education researches and is registered under The Travancore - Cochin Literary, Scientific and Charitable Societies' Registration Act XII of 1955.



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No. 38017

Value 100/-

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11-11-24

Amala Cancer Hospital Society
Amala Nagar



No. 3 Dist. Court Vendor
Leena Thekkakkara TCE

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WHEREAS

Client intends to avail End User Annual Maintenance Contract services of the HOMES (Hospital Online Management Empowering System) implemented by the Service Provider.

And Whereas

The Service Provider agrees to give his services to the Client in accordance with the terms and conditions mentioned hereinafter.

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

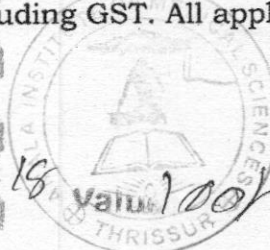
TENURE 1 year

The tenure of this contract will be starting form 1-April-2025 till 31-March- 2026

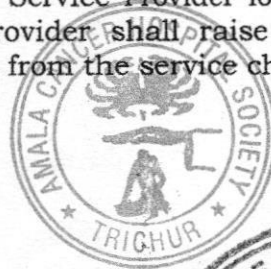
SERVICE CHARGE

The Client shall pay Rs.10,00,000/per year to the Service Provider for as per the schedule hereunder and for which the service provider shall raise an invoice excluding GST. All applicable taxes will be deducted from the service charge.

NO. 38018



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11-11-24

Amala Cancer hospital
Society
Amala regar

No. 3 Dist. Court Vendo.
Leena Thekkekkara TCF



Payment Schedule

Date	Amount
1-Apr-2025	Rs.4,00,000/-
1-Aug-2025	Rs.3,00,000/-
1-Dec-2025	Rs.3,00,000/-

1. The Service Provider shall furnish the Bank details for the purpose of transferring the Service Charge.

Obligations of the Service Provider

1. The Service Provider shall do all support to the HOMES application and make necessary bug fixes needed by the Client within the specified time period mentioned by the Client in each work.

2. The Service Provider shall maintain absolute confidentiality with respect to any confidential information received from the Client. The Service Provider shall not disclose any information about the client which may adversely affect the interest of the client, without obtaining the client's written consent, otherwise than in compliance with statutory requirements.

3. The Service Provider or his staff appointed for the purpose of this MoU is not entitled to claim any type of benefit or privilege from the client. The client is not liable for providing any benefit or privilege to the staff of the service provider during the period of this agreement or after the termination of this agreement.

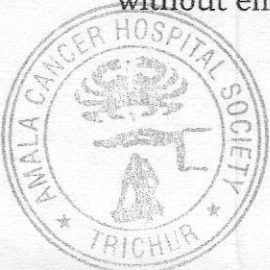
4. The Service Provider shall share a valid mobile number & Email ID inclusively for the purpose of communication with the Client and shall be available at all reasonable time. All communications send to this number and mail is deemed to be delivered in personal.

5. The service provider shall be available at the client's office at any time for fixing any issue related to the software HOMES APPLICATION.

6. The Service Provider shall submit invoice from time to time as fixed in the schedule mentioned above.

Obligation of client

1. The client shall permit the Service provider to enter into the departments with prior written consent of the authorized person on reasonable time, if required, for the purpose of any work entrusted with the Service provider without effecting the normal duties of the client or its departments.



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2. The client shall give proper direction and information to the Service Provider through whatsapp/e-mail to the authorized person and the staff deployed to do that works, from time to time.

3. The Client shall not tamper or modify or share with any of the agencies information, product or content without the permission of the Service Provider.

4. The client shall make the payment within 30 days of the receipt of the invoice.

Confidentiality

1. During and after the term of this MOU, the Service Provider and client shall protect and keep confidential about the contents of this MOU and all other matters related to the parties unless otherwise with the written consent of the other party.

2. The Service Provider shall not disclose any information that infringes the interest of client directly or indirectly to a third party otherwise required by law. If the Service Provider is required by any law to disclose any data about client, the Service Provider shall inform client in writing about the same at the earliest before providing the data to the statutory authority.

Reporting

The Service Provider shall report Fr.Antony Mannummel CMI, Associate Director, In-charge of IT software, about the works, invoice and other communications to the, Email IDantonymannummel32@gmail.com.

Meetings

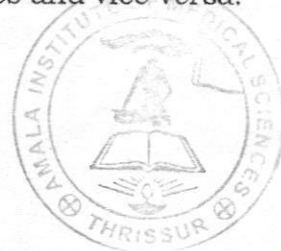
The Service Provider shall schedule an Annual meeting with the client, one month before the expiry of this MoU for evaluating the work. The service provider shall give a detailed report of the works he had done during the period of the MoU when and where required by the Management or authorized person of the Client.

Intellectual Property

Any intellectual property of client used by the Service Provider with the consent of client or created by the Service Provider for the purpose of this MoU will be the property of the client and he will not have any authority upon the same even after the termination of this agreement.

Indemnity

In the event of any claim, loss, or damage caused to the client due to any breach of the obligations mentioned in this MOU or due to any willful negligence, omission or act of the service provider the Service Provider shall indemnify the client to the extent of such claims, losses and damages and vice versa.



Termination

1. Either party can terminate this MoU before the expiry of the tenure of this MoU with three months' notice in writing.

2. Both parties shall settle their claims before the termination of the agreement.

3. This MoU will automatically terminate upon the expiry of this MoU, if not otherwise renewed in writing with the mutual consent of the parties.

4. The Client can terminate this MoU at any time for the breach of any terms and conditions of this MoU by the Service Provider.

5. The client has the right to deduct an proportionate amount from the service charge of the service provider, in the event of the early termination of the agreement by the service provider, without any proper/genuine reason.

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.

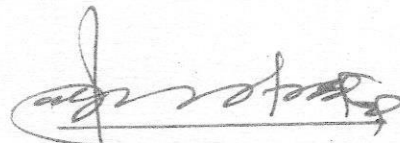
GOVERNING LAW:

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.





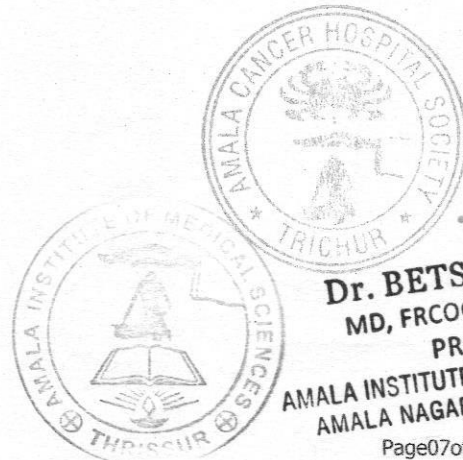
Mr. Jemmu Arrangassery
Proprietor
Info Connections, Thrissur

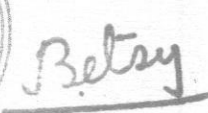


Fr. Julious Arakkal CMI
Director
Amala Cancer Hospital Society

Witnesses:-

1.  Amerin Davis
2.  Borgeid hains




Dr. BETSY THOMAS
MD, FRCOG, DNB, MICOG
PRINCIPAL
AMALA INSTITUTE OF MEDICAL SCIENCES
AMALA NAGAR, THRISSUR-680 5