



കേരളം KERALA

CW 615821

### MEMORANDUM OF UNDERSTANDING (MoU)

between

St. Albert's College (Autonomous), Ernakulam, Kerala, India.

and

Welcare Hospital, Ernakulam, Kerala, India.

This Memorandum of Understanding (MoU) is signed on the 23<sup>rd</sup> day of November 2021 between St. Albert's College (Autonomous), Ernakulam, Kerala, India (hereinafter referred to as "ALBERTS") represented by its Chairman, Rev. Dr. Antony Thoppil as the **first party** and Welcare Hospital, Ernakulam, Kerala, India (hereinafter referred to as "WELCARE"), represented by its Chief Executive Officer, Mrs. Bency Apraim as the **second party**. First Party and Second Party may be collectively referred to as the "**Parties**" or individually as a "**Party**."

No. 6795 Date 23/11/2021

Value of Rs. 100/-

Sold To St. Albert's College (Autonomous)

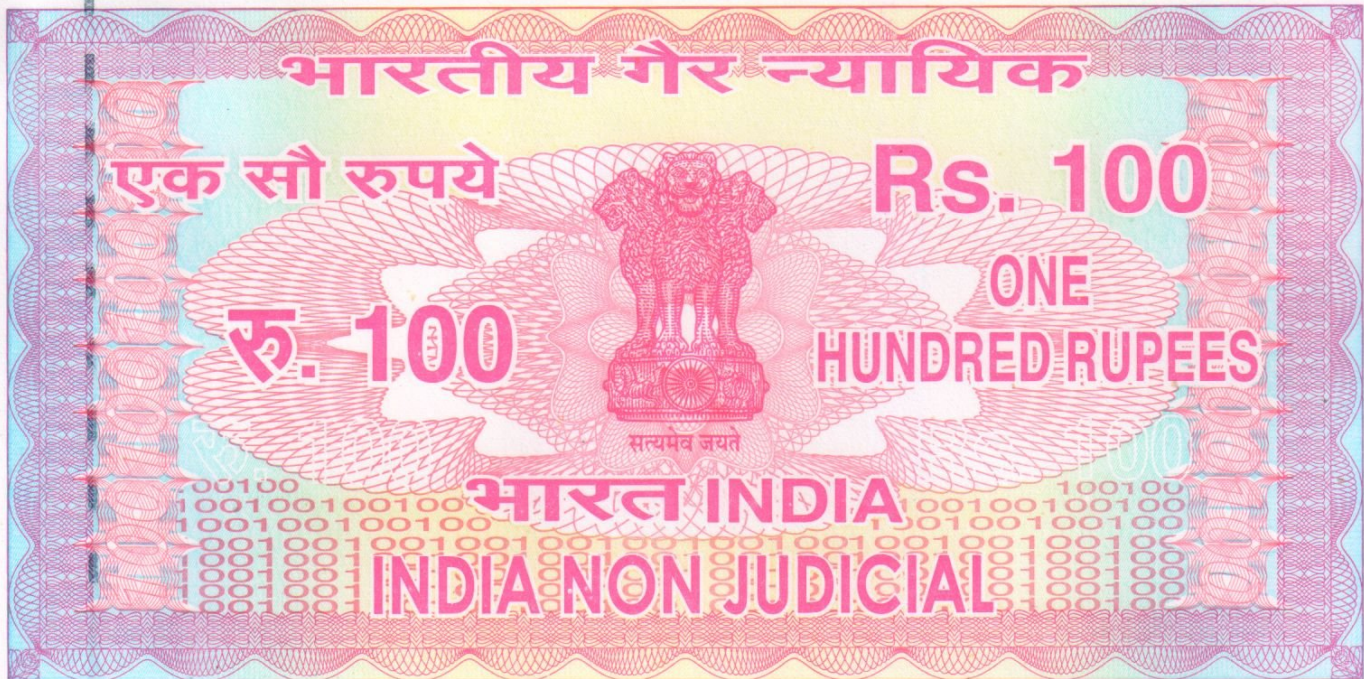
JAYAKUMAR S.  
Stamp Vendor  
High Court Of Kerala  
Ernakulam

ST. ALBERT'S COLLEGE (AUTONOMOUS)  
ERNAKULAM, KOCHI-18  
CHAIRMAN  
FR. ANTONY THOPPIL

Mrs. BENCY APRAIM  
CHIEF EXECUTIVE OFFICER  
Welcare Hospital, Vyttila, Kochi-19







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**Purpose**

**Whereas**

1. ALBERTS is an autonomous college based in Ernakulam, Kerala offering 46 programs in both UG and PG and 10 research degrees.
2. ALBERTS, through its Department of Social Work and Woman Empowerment Cell, is desirous to associate with WELCARE on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

**Whereas**

3. WELCARE, located in Vytilla, is a multispecialty healthcare facility with state-of-the-art medical technology and a team of dedicated medical professionals.
4. WELCARE is desirous to associate with ALBERTS on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

62776 Date: 5.03.2021  
Value of Rs: 100/-  
Sold To: St. Albert's College (Autonomous)  
JAYAKUMAR . G.  
Stamp Vendor  
High Court Of Kerala  
Ernakulam

FR. ANTONY THOPIL  
CHAIRMAN  
ST. ALBERT'S COLLEGE (AUTONOMOUS)  
ERNAKULAM, KOCHI-18

Mrs. BENCY APRAIM  
CHIEF EXECUTIVE OFFICER  
Welcare Hospital, Vyttila, Kochi - 19.






**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS**

ALBERTS and WELCARE recognize that this collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic and industrial cooperation. As per the purpose of the said agreement, all the parties shall undertake the following activities with the approval of the authorized signatories.

5. WELCARE will provide a discount of 10% for in-patient treatment (except medicines + consumables) for employees, students of ALBERTS and their family members.
6. WELCARE will provide a discount of 10% for Comprehensive Executive Health Checkup for employees, students of ALBERTS and their family members.
7. In case patient is covered under insurance Scheme, subpoints A and B shall apply: -
  - A. If insurance is rejected by the company, clause 6 shall apply.
  - B. If Insurance patients admitted, a discount of 10% for uncovered items like consumables shall apply.
8. WELCARE will provide an exclusive contact number for booking assistance.
9. WELCARE will provide staff assistance during the time of Out Patient Visit of the patients from ALBERTS.
10. WELCARE shall prioritize Doctor Booking and In Patient Room Booking for employees, students of ALBERTS and their family members.
11. WELCARE shall deliver industry-oriented lectures at ALBERTS for the development of students and staff with no monetary obligation on either party.
12. WELCARE may deliver live cases/problems faced in their industry where the students of ALBERTS can have access for class-room discussion. The outcome of such discussions may be shared with WELCARE for evaluation/assess the practicality of the solution to the existing problem.
13. WELCARE may issue single entry passes for students from ALBERTS.
14. WELCARE shall offer Internship for the students of ALBERTS (ALBERTS will provide the list of students who are interested to avail this internship opportunity.)

  
**Fr. ANTHONY THOPPIL**  
CHAIRMAN  
ST. ALBERT'S COLLEGE (AUTONOMOUS)  
ERNAKULAM, KOCHI-18

  
**Mrs. BENCY APRAIM**  
CHIEF EXECUTIVE OFFICER  
Welcare Hospital, 19.



### Costs

15. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU. Where possible and appropriate, the Parties may also seek funding for collaborations from any research organization funding. Common Costs shall be shared equally.
16. Where applicable, the fee for services from WELCARE to ALBERTS and vice-versa will be as agreed with the approvals of the signatory authorities.

### Applicable Law and Jurisdiction

17. Any disputes or issues of interpretation with regard to this MoU shall be resolved amicably between the Parties. In case no amicable solution is found such disputes or issues shall be submitted to the exclusive jurisdiction of three arbitrators mutually agreed by the parties. The arbitration proceedings shall be conducted in English. The seat of the arbitration shall be at Ernakulam. This MoU shall be governed by and construed under the laws of India and would be tried in the jurisdiction of courts in Ernakulam district.

### Indemnity

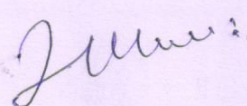
18. Each Party agrees to protect, defend, indemnify and hold harmless the other Party and their related parties from and against all liability, claims, loss, damage, and costs (including legal costs and expenses) due to deficiency in performance of any acts under this MoU.

### Assignment

19. Neither party will assign its rights or obligations under this MoU without the prior written consent of the other Party, however such requests shall not be withheld unreasonably. This MoU will be binding upon the Parties and their respective legal successors and permitted assigns.

### Confidentiality

20. The Parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MoU. If either Party wishes to disclose

  
**FR. ANTONY THOPPIL**  
CHAIRMAN  
ST. ALBERT'S COLLEGE (AUTONOMOUS)  
ERNAKULAM, KOCHI-18

  
**Mrs. BENCY APRAIM**  
CHIEF EXECUTIVE OFFICER  
Welcare Hospital, Vyttila, Kochi - 19.



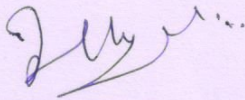
information it considers to be confidential or proprietary to the other Party, the Party needs to take prior written consent of the other Party.

21. Students might be working on confidential projects and should not be disclosing any confidential information. Students cannot share data collected during the study in any of their assignments, however are free to share their learnings without impacting confidentiality agreements with clients.

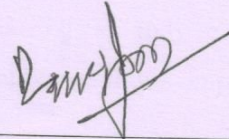
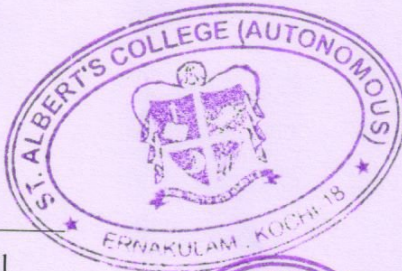
#### Tenure of MoU

22. This MoU shall be effective for a period of two (2) years from the date of execution of this agreement, and can terminate or amend this agreement by giving the other party a written notice one (1) month in advance during this period.

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:



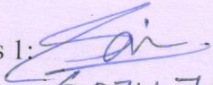
Rev. Dr. Antony Thoppil  
Chairman  
St. Albert's College (Autonomous)




Bency Apraim  
Chief Executive Officer  
Welcare Hospital

Principal: 

HoD: 

Witness 1: 

SAJU JACOB

Witness 2: 

SREEJITH. ER