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G 558264

S.No:236

Date:07-01-2017

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T.SANJAY SINGH

Sold to:Jayanthi.T. W/o.B.V.Ramesh Chander R/o. Hyd

SVL.No.16-02-001 OF 1999,R.No.013of14

For Whom: CallHealth Insurance Broking Services Pvt Ltd 2-2-1167/11/1,Tilak Nagar,Hyd.44

Cell # 9010268577

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") executed on this 28th July, 2017, at Hyderabad between:

M/s. CallHealth Services Private Limited, a Company incorporated under the Companies Act 1956, having its registered office at D. No. 1-66/1/RI/08/8, 10th & 11th Floors, Ramky Grandiose, Ramky Complex Towers, Gachibowli, Hyderabad 500032, India (hereinafter referred to as "CallHealth", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns) of the ONE PART

AND

M/s. Vignan's University, Vadlamudi, Guntur District, Andhra Pradesh, having its registered office at # 4/7, Brodipet, Guntur, Andhra Pradesh (hereinafter referred to as "Educational Society", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns) of the OTHER PART

CallHealth and Educational Society, hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS

CallHealth is providing comprehensive healthcare services such as Tele-consultation, Home Diagnostics, Home care, Patient Facilitation, Wellness, Counselling and Family Doctor. CallHealth provides these services using a proprietary eHealth Platform, trained Medical Health Officers and by leveraging the ecosystem of healthcare providers such as Hospitals, Diagnostic Centers, Physician Consultants, Physiotherapists and others.

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Educational Society represented that it was established in the year 2008. The objective of the Educational Society is to contribute holistically to student development through various paradigms, ultimately culminating in student success.

Educational Society requested CallHealth to facilitate and provide healthcare services to its students, staff & their family members. Basing on the representations made by the Educational Society **that it has the authority to engage CallHealth for such services on behalf of the students**, CallHealth has agreed to facilitate and provide healthcare services in accordance with the terms and conditions hereinafter set forth in this Agreement.

1. Term

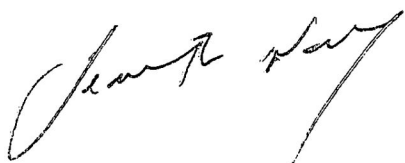
This Agreement shall come into effect from 17th April, 2017 ("Effective Date") and shall remain valid for a period of **ONE (01)** year unless terminated in accordance with clause 8 of this Agreement. Subject to clause 8, upon expiry of the said Term, the Agreement shall get extended for a further period of time as agreed in writing upon such terms and conditions mutually agreed upon thereon.

2. Obligations of the Educational Society

- 2.1 Facilitate the promotion of CallHealth services to students, staff and their families for registration to become CallHealth customers and subsequent consumption of services
- 2.2 Provide student, staff and their family information to enable CallHealth to communicate, register and promote its services
- 2.3 Facilitate the delivery of services by CallHealth to students, parents and faculty. This includes fulfilling its obligations to students, parents and faculty.
- 2.4 Provide space and facilities such as electricity, internet connectivity, cleaning etc in order for CallHealth to promote and deliver its services
- 2.5 Enable CallHealth's branding in the facilities, including health lounge/ nursery
- 2.6 Inform CallHealth at the time of Personal Accidental Insurance renewal and provide the opportunity to CallHealth to become the health insurance provider
- 2.7 Abide by all the applicable laws, code of conduct or rules in discharge of its obligations under this Agreement.
- 2.8 Provide necessary consent to CallHealth to enable CallHealth to provide its services

3. Obligations of CallHealth

- 3.1 To provide Healthcare services as per Annexure 1. This includes:
 - Conducting Registration and Health Checkup camps
 - Enhancing Health Lounge
 - Provision of the Health Assurance Package including providing a Health Card, timely reminders
 - Student Health Record Creation
 - Access to a Personalized Health Tracker
 - Conducting Health Seminars
 - Preparation and Mailing of Health Bulletins, promotional offers
 - Providing access to CH Services
 - Conducting Training the Trainer programs
 - Implementing Branding and Marketing Initiatives



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have no liability or responsibility in this regard. Similarly, Second Party shall be solely liable for all the obligations, representations and warranties made under this Agreement.

Each Party shall indemnify, defend, and hold harmless the other (and its employees, officers, agents, vendors and service providers) from and against all claims, liabilities, damages, and costs arising from or in connection with performance of its obligations (including provision of services to clients) under this Agreement, including in respect of any breach or misrepresentation committed by it under this Agreement. Provided however, in no event shall either Party be liable to pay any indirect, special, incidental, consequential, exemplary or punitive damages to the other.

7. **FORCE MAEJURE**

Neither Party shall be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and internet disturbance) that was beyond the Party's reasonable control.

8. **Termination**

(a) Either Party may terminate this Agreement at any time -

by giving 30 days of written notice of such termination to the other Party.

In the event of this Agreement being terminated, the Parties will endeavour to complete all ongoing activities and facilitate easy transition to ensure minimal disruption.

9. **Dispute Resolution, Jurisdiction & Governing Law**

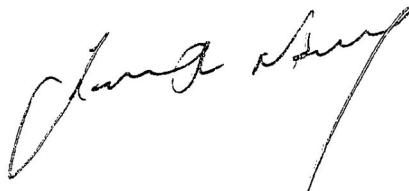
The Parties agree that any dispute with regard to the interpretation of any terms of this Agreement, or with regard to any rights or liabilities of the parties arising out of this Agreement, or in any way connected with this Agreement, shall be referred to an arbitration tribunal, wherein each Party shall nominate one arbitrator and the two arbitrators shall appoint the third arbitrator. The three arbitrators shall constitute the arbitral tribunal. The arbitration proceedings shall be held at Hyderabad in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 and any amendments thereof from time to time and the rules framed there under. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of India. The seat and venue of arbitration shall be at Hyderabad, India. Any action taken or proceedings initiated on any of the terms of this Agreement shall only be in the courts of competent jurisdiction in Hyderabad.

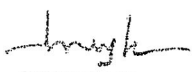
10. **Non-Publicity**

The Educational Society agrees not to disclose outside of CallHealth's regulatory scope, the existence or contents of this Agreement to any third party without the prior written consent of CallHealth except: (i) to its Educational Society's, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as may be required in connection with the enforcement of this Agreement.

11. **Notices**

All notices, requests, claims, demands and other communications required under this Agreement shall be in writing.




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- ✓ 3.2 CallHealth shall bear the 50% cost of existing one campus doctor and in return Doctor shall abide and follow the service instructions of CallHealth.
- 3.3 Comprehensive medical checkup of all the staff of VFSTRU once a year with appropriate tests with no liability to the University.
- 3.4 CallHealth shall settle the insurance claims of students , parents and staff with Insurance company.

4. **Consideration**

- (a) In consideration of the services provided by CallHealth under this Agreement, Educational Society shall pay CallHealth -
- (i) A discounted rate of Rs. 300/- per student per year against the MRP of Rs. 450/- per student per year payable in four equal installments. The expected no. of users of the services is around 5500 users.
- ✓ (ii) CallHealth shall raise an invoice once at the beginning of the year and Educational Society shall pay within 7 days from the date of receipt of invoice; The first payment will be due in the month of August 2017.
- (iii) All payments made under this Agreement are subject to the applicable taxes including but not limited to Service Tax.

5. **Confidential Information & Non-Disclosure**

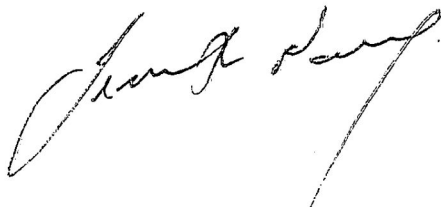
The Educational Society agrees that during and after the Term of this Agreement, it shall keep in strictest confidence, and shall not disclose or make accessible to any other person without the prior written consent of CallHealth, CallHealth's products, services and technology, both current and under development, promotion and marketing programs, lists, trade secrets and other confidential and proprietary business information of CallHealth or any of its CallHealth's and third parties including, without limitation, Proprietary Information (as defined in Clause 5) (referred to herein as the "Confidential Information").


Except as set forth in this Agreement, neither Party will issue any public statement in relation to this Agreement, without the other Party's prior written approval, Warranties and Disclaimers

6. **REPRESENTATIONS AND WARRANTIES, INDEMNIFICATION AND DISCLAIMERS**

Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) entering into or performing its obligations under this Agreement will not violate any agreement it has with a third party and/ or any Applicable Law; and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms. Each Party represents and warrants that all information, documents and other materials provided by it to the other from time to time, is current, accurate and complete. Each Party shall immediately inform the other, in writing, of any changes there in.

Each Party shall be solely liable for any and all claims, matters and/or liabilities pertaining to or connected with performance of its obligations under this Agreement. For the sake of clarity, CallHealth shall be solely liable for all the obligations, representations and the Second Party shall




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All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile or (v) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing.

All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

12. **Relationship**

Nothing herein shall be construed as creating any employment, partnership, joint venture, or similar relationship between the Parties, or any authority of a Party to represent or act as an agent of the other Party.

13. **Successors and Assigns**

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement and any of the rights, interests or obligations hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14. **Non-Waiver**

The failure of any Party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith; and the said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of any party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

15. **Severability**

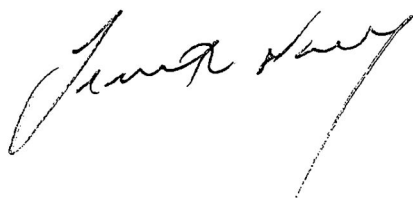
If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part, the remaining conditions and provisions or portions thereof shall nevertheless remain in full force and effect and enforceable to the extent they are valid, legal and enforceable, and no provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.


16. **Entire Agreement**

This Agreement and the schedules, annexures, addendums, if any, hereto contain the entire agreement of the Parties relating to the subject matter hereof, and the parties hereto and thereto have made no agreements, representations or warranties relating to the subject matter of this Agreement which are not set forth herein. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the parties hereto by their respective authorized signatories.

17. **Headings**

The headings of the clauses are inserted for convenience of reference only and shall not affect any interpretation of this Agreement.




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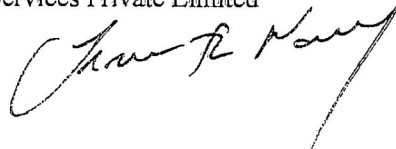
18. Counterparts

This Agreement is executed in two counterparts and each counterpart shall be construed as original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CallHealth Services Private Limited

Signature:

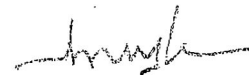


Name:

Designation: CEO

Educational Society

Signature :



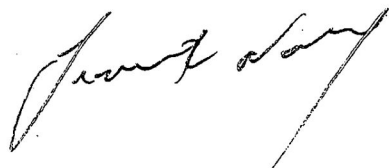
Name : Cmde. Dr. M.S. Raghunathan


Designation : Registrar

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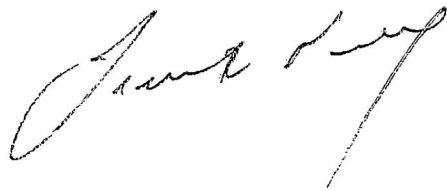
**Annexure – I
HEALTHCARE SERVICES**

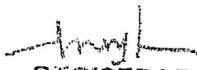
	Students	Parent/Faculty	Non Teaching staff	Community people
CallHealth Clinic	CallHealth Clinic at college campus			
	24X7 availability of Health Officer			
	Access to 26 specialization across India			
Bundled Health Assurance	Health assurance card	Health assurance card	Health assurance card	Health assurance card
	E- Health record	E- Health record	E- Health record	E- Health record
	Personalized health dashboard	Personalized health dashboard	Personalized health dashboard	Personalized health dashboard
	Personalized health tracker	Personalized health tracker	Personalized health tracker	Personalized health tracker
Health Sessions	Health risk assessment - Annually	Health risk assessment - Annually	Health risk assessment - Annually	
	Group stress management session - Annually	Health check up for faculty - Annually	Health check up for NT staff - Annually	
	Group De-Addiction session - Annually	Group health & wellness session - Annually	Group health & wellness session - Annually	
	Group fitness session - Annually	Group Ayurveda and Pulse diagnosis session for faculty members - Annually	Group Ayurveda and Pulse diagnosis session for faculty members - Annually	
PA Insurance	Personal Accidental policy of 3,00,000	Personal Accidental policy of 3,00,000 for Parent Personal Accidental policy of 3,00,000 for Staff		
Health education & training	Health bulletin - Monthly	Health bulletin - Monthly	Health bulletin - Monthly	
	Health, Wellness & Sports injury training to physical fitness trainer - Annually			
Discounts & Offers	Diagnostic test coupon	Diagnostic test coupon	Diagnostic test coupon	Diagnostic test coupon
	Drug delivery coupon	Drug delivery coupon	Drug delivery coupon	Drug delivery coupon
	Physiotherapy coupon	Physiotherapy coupon	Physiotherapy coupon	Physiotherapy coupon




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	Discount on fitness product at CallHealth shop	51% discount on Gyne e-Consultation	51% discount on Gyne e-Consultation	
		Father's day/Mother's day wellness coupon		
Hospitalization	Access to CH partner hospitals	Access to CH partner hospitals	Access to CH partner hospitals	Access to CH partner Hospital
	Facilitation Assistance	Facilitation Assistance	Facilitation Assistance	Facilitation Assistance
Marketing Activity	Wellness sponsor during college fest - Annually			
	Prize sponsor on Sports day - Annually			




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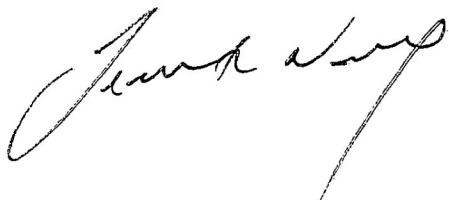
Annexure – II
SCHOOL CLINIC REVAMP

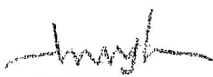
(A) Equipment list

Equipment	Qty.
First Aid kit	1
Burn Kit	1
Sports Injury Kit	1
Stretcher – Normal	1
Wheel chair – Normal	1
HD flat screen TV – 32”	1
Assessment tool kit	1
Arms, Slings, Finger Splints, Wrist Guards	1
Nebulizers (oxygen therapy)	1

(B) Revamp activity by CallHealth:

- CallHealth will revamp the existing school clinic by enhancing the existing facility through basic design modification (Venyl posters and temporary partition).
- CallHealth will install mutually agreed design elements and healthcare informatic posters at clinic premises to increase the health awareness.
- CallHealth will display Dos and Don'ts on installed television to cater seasonal health impact.



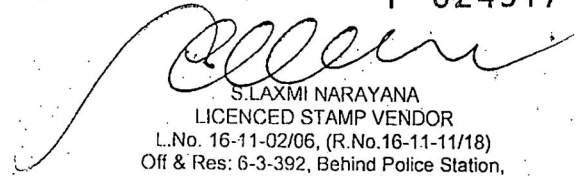

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S.No. 2988 Date 12-02-2018, Rs.100/-
Name: OM PRAKASH PANDEY,
S/O.RAM PUKAR PANDEY, R/O.HYD
For Whom: CallHealth Online Services Pvt Ltd


S.LAXMI NARAYANA
LICENCED STAMP VENDOR
L.No. 16-11-02/06, (R.No.16-11-11/18)
Off & Res: 6-3-392, Behind Police Station,
Panjagutta, Hyderabad-500082
Ph: 9989868579, 9182061585

HEALTHCARE SERVICES AGREEMENT

This is a Renewal Agreement entered on this the 1st day of September 2018 at Hyderabad by and between:

BETWEEN:

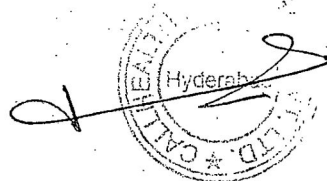
M/s. CallHealth Services Private Limited a Company registered under the Companies Act, 1956 and having its Registered Office at 1-66/1/RI/08/8, 10th & 11th Floor, Ramky Grandiose, Ramky Complex Towers, Gachibowli, Hyderabad 500032, Telangana, India (hereinafter referred to as "CallHealth", which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, successors, representatives, and permitted assigns) of the ONE PART;

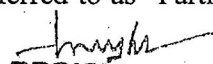
AND

Vignan's Foundation for Science, Technology and Research, Deemed to be University, Vadlamudi, Guntur District, Andhra Pradesh, having registered office at 4/7, Brodipet, Guntur, Andhra Pradesh, (hereinafter referred to as "Educational Society", which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, successors, representatives, and permitted assigns) of the OTHER PART.

CallHealth and Educational Society shall hereinafter be collectively referred to as "Parties" and individually referred to as "Party", as the context may require.

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4/1/19




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WHEREAS

- A. CallHealth is engaged in providing end-to-end healthcare services like teleconsultation, Home Diagnostics, Home care, Home delivery of medicines and medical supplies, Medical Insurance Services, Patient Facilitation, Wellness, Counseling and Family Doctor. CallHealth provides these services using proprietary eHealth Platform, highly trained Medical Health Officers and leveraging the ecosystem of healthcare providers such as Hospitals, Diagnostic Centers, Physician Consultants, Physiotherapists and others. In certain cases, the Patients may require care at home services.
- B. Educational Society represented that it was established in the Year 2008. The objective of the Educational Society is to contribute holistically to student development through various paradigm, ultimately culminating in student success.
- C. Basing on the representations made by the Educational Society that it has the authority to engage CallHealth for such services on behalf of the students, staff and their families, CallHealth has agreed to facilitate and provide Healthcare Services in accordance with the terms and conditions hereinafter set forth in this Agreement.
- D. The Parties desire to enter into this Agreement to record the terms and conditions applicable to CallHealth and Education Society.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. EFFECTIVE DATE AND TERM:

This Agreement shall commence on and from 1st September 2018 (effective date) and shall be enforce for the period of one (1) year unless terminated sooner in accordance with the terms and conditions of this Agreement. Further, parties shall intimate in advance in writing before the expiration of the Agreement and notify each other of its intention for renewal of the Agreement for further period of time as agreed on such terms and conditions mutually agreed upon thereon.

2. OBLIGATIONS OF THE EDUCATION SOCIETY:

- 2.1 Facilitation of promotion of CallHealth Services to students, staff and their families for registration to become CallHealth customers and subsequent consumption of services.
- 2.2 Provide student staff and their family information to enable CallHealth to communicate register and promote it services.
- 2.3 Facilitate the delivery of services by CallHealth to students, parents and faculty. This includes fulfilling its obligations to student parents and faculty.
- 2.4 Provide space and facilities such as electricity, internet connectivity cleaning etc in order for CallHealth to promote and deliver its services.



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- 2.5 Enable CallHealth branding in the facilities including health centre.
- 2.6 Inform CallHealth at the time of personal accidental insurance renewal and provide an opportunity to CallHealth to become the health insurance provider.
- 2.7 Abide by all the applicable laws, code of conduct or rules in discharge of its obligations under this agreement.
- 2.8 Provide necessary consent to CallHealth to enable CallHealth to provide its services.

3. OBLIGATIONS OF CALLHEALTH

3.1 To provide healthcare services as per Annexure 1. This includes;

A. Health Care Services:

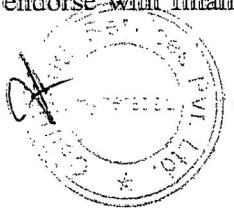
- To conduct registration and health checkup camps
- To Manage health center
- To assure provision of the health assurance package, including but not limited to, providing a e-health card and timely reminders
- To create Student health records
- To provide access of personalized health dashboard
- To conduct health camps
- To assure effective healthcare benefits through health bulletins and promotional offers
- To provide access to CH healthcare services
- To Implement branding and marketing initiatives

3.2 CallHealth shall manage existing health centers with requisite manpower, consisting MBBS Doctors (2 Nos.), RMP (1 Nos.) and Health officers / Nurses (3 Nos.). Assigned manpower shall abide and follow the service instruction of CallHealth and Educational Society's rules & regulations.

3.3 Comprehensive medical health checkup of all the staff of VFSTRU once a year with appropriate tests and no financial liability to the university

B. Insurance Services – Personal Accidental:

- CallHealth shall provide Personal Accidental(PA) Insurance Plans along with the terms of policies including price quote therein of different Insurance Companies. Thereafter, Educational Society will select and finalize the Insurance Plan/Policy, and convey the same to CallHealth.
- With the consent or approval of Educational Society, CallHealth shall proceed to get endorse with finalized accidental insurance plan, which shall be covering all Students,



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Parents and Staff of Educational Society, as per the data given by the Educational Society year on year basis.

- Payment of Insurance policy shall be done by the Educational Society directly to the insurance service provider chosen by educational society. CallHealth shall provide assistance in the process of renewal of the insurance.
- CallHealth shall assist to settle all claims on the latest original insurance of students, parents and staff with Insurance Company.

4. CONSIDERATION:

In consideration of the services provided by CallHealth under this Agreement, Educational Society shall pay CallHealth the service fees on quarterly wise as mentioned in Annexure 2.

5. REPRESENTATIONS AND WARRANTIES, INDEMNIFICATION AND DISCLAIMERS

Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) entering into or performing its obligations under this Agreement will not violate any agreement it has with a third party and/ or any Applicable Law; and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms. Each Party represents and warrants that all information, documents and other materials provided by it to the other from time to time, including in relation to the product and/or service descriptions, details, availability, pricing and other information (including Required Documents) is current, accurate and complete. Each Party shall immediately inform the other, in writing, of any changes therein.


Each Party shall be solely liable for any and all claims, matters and/or liabilities pertaining to or connected with performance of its obligations under this Agreement. For the sake of clarity, CallHealth shall be solely liable for all obligations, representations and Educational Society shall have no liability or responsibility in this regard. Similarly, Educational Society shall be solely liable for all obligations, representations and warranties made under this agreement.

Each Party shall indemnify, defend, and hold harmless the other (and its employees, officers, agents, vendors and service providers) from and against all claims, liabilities, damages, and costs arising from or in connection with performance of its obligations (including provision of services to Clients) under this Agreement, including in respect of any breach or misrepresentation committed by it under this Agreement. Provided however, in no event shall either Party be liable to pay any indirect, special, incidental, consequential, exemplary or punitive damages to the other.

6. RELATIONSHIP

Nothing herein shall be construed as creating any partnership, employer- employee relation, joint venture, or similar relationship between parties or any other authority of either Party to represent or act as an agent of the other Party.




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FOR SCIENCE, TECHNOLOGY AND RESEARCH
(Declared to be Deemed University U/S 3 of UGC Act 1956)
VADLAMUDI-522 213.
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7. LEGAL NOTICE

Unless otherwise specified in this Agreement, all notices under this Agreement shall be given (i) by delivery in person; (ii) by a nationally recognized next day courier service; or (iii) by RPAD to the address of the Party specified in this Agreement or such other address as either Party may specify in writing.

8. LIABILITY FIXING

Each Party shall be solely liable for any and all claims, matters and/or liabilities pertaining to or connected with performance of its obligations under this Agreement. For the sake of clarity, CallHealth shall be solely liable for all matters pertaining to provision of CallHealth Services and Education Society shall have no liability or responsibility in this regard. Similarly, Education Society shall be solely liable for all matters pertaining to provision of this agreement or any errors or negligence attributable to the Education Society and CallHealth shall have no liability or responsibility in this regard.

The liability for either Party for any claim arising under this Agreement, whether by the Parties hereto or by third Parties, shall be restricted to the total transaction value accrued under this Agreement for a period of twelve months prior to the date on which the claim arises or the actual claim value that either Party has to pay out, whichever is higher.

9. TERMINATION

Either Party may forthwith terminate this Agreement upon providing one month's written notice to the other Party.

In the event of this agreement being terminated, the parties will endeavor to complete all ongoing activities and facilities easy transition to ensure minimal disruption.

10. THIRD PARTY SERVICE PROVIDERS

CallHealth may use third party service providers in connection with the performance of its obligations under this Agreement and CallHealth shall not be liable to Education Society, under any circumstance, for the actions or inactions of any third-party service provider. Education Society shall not use any third party for providing CallHealth Services without the prior written approval of CallHealth.

11. GOVERNING LAWS, ARBITRATION AND JURISDICTION:

This Agreement will be governed by and construed under the laws of India without regard to conflict-of-laws principles. The Parties shall make endeavors to settle by mutual consultation any claim, dispute, difference or controversy ("Dispute") arising out of, or relating to or under this Agreement. Any Dispute that cannot be settled by mutual consultation within a period of 30 (thirty) days from its commencement, shall be finally settled by arbitration in accordance with provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitral panel shall comprise of a single arbitrator mutually agreed to between the Parties. In the event the Parties fail to mutually agree upon a single arbitrator within a period of 21 (twenty-one) days from the date the Dispute is to be resolved by arbitration, the Dispute shall be resolved by an arbitral panel comprising of 3 (three) arbitrators. One arbitrator shall be nominated by each Party and the third arbitrator

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shall be nominated by the two arbitrators so nominated. The Parties shall be required to appoint their arbitrator within 30 (thirty) days from the date the Dispute is to be resolved by arbitration. Any arbitral award shall be final and binding on the parties. Such arbitration proceedings shall be conducted in Hyderabad, Telangana. The arbitration proceedings shall be conducted in the English language. Subject to the foregoing, this Agreement shall be subject to the exclusive jurisdiction of the courts at Hyderabad, Telangana only and no other court shall have jurisdiction.

12. AMENDMENTS

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements on that subject. Except as expressly provided in this Agreement any amendment must be in writing executed by both the Parties and expressly state that it is amending Agreement. Notwithstanding anything contained in this Agreement Education Society agrees and confirms that CallHealth shall have the exclusive right to modify the whole or any part of this Agreement and shall intimate the same to Education Society within a period of 7 (seven) days from such amendment, by, through a written communication through email/courier/speed post at the address provided in this Agreement, which shall be considered as valid and agreed communication. If Education Society has any objections to the amendments, the Education Society shall within a period of 7 (seven) days from the date of issuance of intimation, sent to the email/courier/speed post to CallHealth with a subject line '*Objection to the Proposed Amendment*', that it has an objection to the proposed amendment and such Objection shall reach CallHealth within a period of 7 (seven) days from the Date of Issuance.

If CallHealth receives the Objection Email/Courier/Speed post in accordance with this Clause either Party shall be entitled to immediately terminate this Agreement by issuing a written notice to the other Party. If CallHealth does not receive the Objection Email within 7 (seven) days from the Date of Issuance, the proposed amendment shall be deemed to have been accepted by Education Society.

13. FORCE MAJEURE

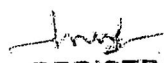
Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and internet disturbance) that was beyond the Party's reasonable control.

14. ASSIGNMENT

CallHealth may assign all or any part of this Agreement and shall intimate Education Society of the same.

15. WAIVER

Any failure by any Party to enforce any provision of the Agreement shall not constitute a waiver of any other clauses. If any provision of this Agreement is found unenforceable, the balance of this Agreement will remain in full force and effect.


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CONFIDENTIALITY:

Each Party hereby undertakes that it will not disclose the Confidential Information of the other Party, except to its affiliates, employees, and/or agents who need to know such Confidential Information for the purpose of performance of obligations hereunder, provided they have agreed in writing to keep such information confidential and to not use such information for any unauthorised purposes. The recipient of Confidential Information may disclose Confidential Information as required under Applicable Laws, after giving to the discloser of such Confidential Information, reasonable notice and the opportunity to seek confidential treatment by way of a protective order or similar remedies or relief prior to disclosure, in each case if permitted by Applicable Law.

Except as set forth in this Agreement, neither Party will issue any public statement in relation to this Agreement, without the other Party's prior written approval.

16. INTELLECTUAL PROPERTY

Except to the extent expressly stated otherwise in Agreement, neither Party shall have or acquire any right, title or interest in any intellectual property or Brand Features belonging to the other Party, or to the other Party's licensors. Notwithstanding anything contained in this Agreement, CallHealth may use and display Education Society's Brand Features for the purposes of marketing and promoting the business of CallHealth and/or Associate's participation in the eHealth Platform.

Subject to Applicable Laws, CallHealth shall exclusively own and use the information and data pertaining to education society in the manner it deems appropriate.

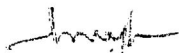
17. SURVIVAL OF PROVISIONS

The clauses in this Agreement in connection with arbitration, indemnity, representations and warranties will survive any termination of this Agreement. Upon termination of Agreement, each Party will use commercially reasonable efforts to promptly return to the other Party, or destroy and certify the destruction of, all Confidential Information disclosed to it by the other Party.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.



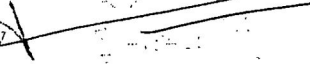

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19. COUNTERPARTS

This agreement is executed in two counterparts and each counterpart shall be construed as original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SET THEIR RESPECTIVE HANDS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

CallHealth Services Private Limited

Signatory 

Name

● Designation

Educational Society (Vignan's Foundation for Science, Technology and Research, Deemed to be University)

Signatory

Name

Designation


REGISTRAR

VIGNAN'S FOUNDATION

FOR SCIENCE, TECHNOLOGY AND RESEARCH

(Declared to be Deemed University U/S 3 of UDC Act 1956)

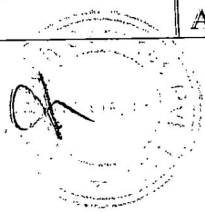
VADLAMUDI-522 213.

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Annexure - 1

A. HEALTHCARE SERVICES

Particulars	Students	Parents/Faculty	Non-Teaching Staff
CallHealth Clinic	CallHealth Clinic at College Campus		
	24x7 availability of Health Officer		
	Access to 26 specialisations across India		
Bundled Health Assurance	Health Assurance e-Card	Health Assurance e-Card	Health Assurance e-Card
	E-Health Record	E-Health Record	E-Health Record
	Personalised Health Dashboard	Personalised Health Dashboard	Personalised Health Dashboard
	Personalised Health Tracker	Personalised Health Tracker	Personalised Health Tracker
Health Sessions	Health risk assessment Annually	Health risk assessment Annually	Health risk assessment Annually
	Group stress management session – Annually	Health check-up for faculty – Annually	Health check-up NT Staff – Annually
PA Insurance	Personal Accidental policy of Rs.3,00,000/-	Personal Accidental Policy of Rs.3,00,000/- for Parent	
		Personal Accidental Policy of Rs.3,00,000/- for Staff	
Health Education & Training	Health bulletin-Monthly	Health bulletin-Monthly	Health bulletin-Monthly
	Health, Wellness & Sports injury training to physical fitness trainer – Annually	-	-
Discounts & Offers	Diagnostic test coupon	Diagnostic test coupon	Diagnostic test coupon
	Drug delivery coupon	Drug delivery coupon	Drug delivery coupon
	Physiotherapy coupon	Physiotherapy coupon	Physiotherapy coupon
Hospitalisation	Access to CH partner hospitals	Access to CH partner hospitals	Access to CH partner hospitals
	Facilitation Assistance	Facilitation Assistance	Facilitation Assistance



[Signature]
REGISTRAR

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FOR SCIENCE, TECHNOLOGY AND RESEARCH
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Annexure – 2
PAYMENT DETAILS OF CALLHEALTH'S FEES

A. Healthcare Services:

1. In consideration of the services provided by CallHealth under this Agreement, Educational Society shall pay CallHealth services fees on quarterly wise as mentioned in below table:

Particulars	Quarter-1 Sep 2018 to Nov 2018	Quarter-2 Dec 2018 to Feb 2019	Quarter-3 Mar-2019 to May 2019	Quarter-4 Jun -2018 To Aug 2019
Gross (Rs.)	6,28,159/-	6,28,159/-	6,28,159/-	6,28,159/-
Discount (Rs.)	1,57,040/-	1,57,040/-	1,57,040/-	1,57,040/-
Net (Rs.)	4,71,119/-	4,71,119/-	4,71,119/-	4,71,119/-

2. Educational society reserves the right to deduct the doctor's salary on per day basis if the assigned doctor is unavailable in the campus without prior intimation & approval of Educational Society.
3. The Doctor is entitled to Bio-metric Punch-in every working day, which will be provided by the University at their Campus. However, the bio-metric registration would be done by Vignan and the required details will be provided by CallHealth.
4. At any given point of time, if both the doctors are not present for more than 3 working days continuously, CallHealth has to provide replacement to manage the Healthcare facilities.
5. Doctor should visit the sick room of hostels to attend the sick students, twice in a day.
6. Payment shall be made within 15 working days from the date of raising of invoice by the CallHealth.
7. All payments made under this agreement are subject to the applicable taxes including but not limited to GST.
8. Enhancement of payment for the health care services will be jointly reviewed by both the parties on completion of one year which will be based on the quality of services rendered by M/S CallHealth in the spirit of this agreement.
9. In case of any termination of this Agreement, the amounts payable by Education Society to CallHealth terms of this Agreement shall become immediately payable.

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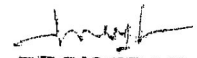
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FOR SCIENCE, TECHNOLOGY AND RESEARCH
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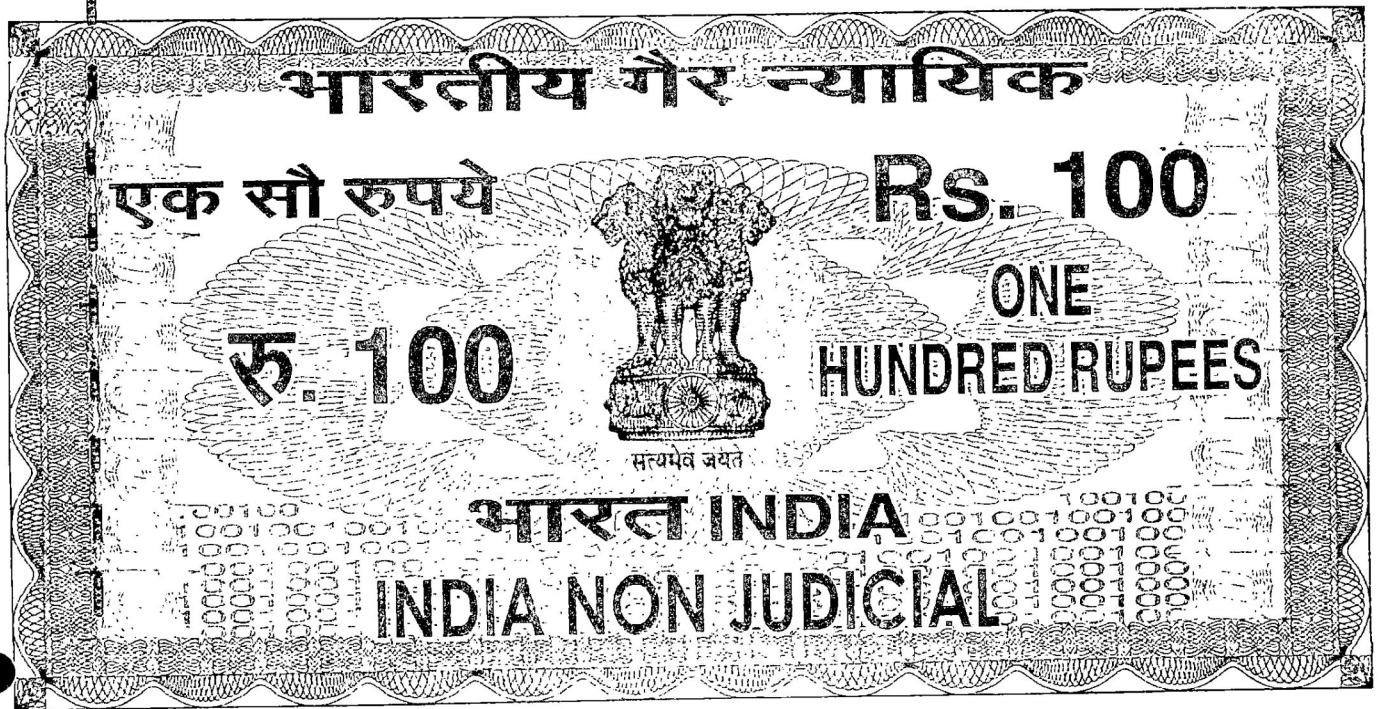
B. Insurance:

1. The Payment for the selected Renewal of Insurance Policy/Plan is required to be paid on actuals quoted by the Insurance Company.
2. Pursuant to Clause (1) mentioned above the Educational Society shall pay Accidental Insurance Premium for the Financial Year 2018-19, the details of which are as follows:

Name of Insurance Company	Policy Amount		Premium paid (A+B)
	Amount (A)	GST (B)	
ICICI Lombard	Rs. 7,52,719/-	Rs. 1,35,489.42/-	Rs. 8,88,223.42/- (Rupees Eight Lakhs Eighty-Eight Thousand Two Hundred Twenty-Four only)




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తెలంగాణ తెలంగాణ TELANGANA

Sl.No / 2929 Date: 18-09-2019 Rs.100/-

Sold To: HARI THALAPALLI

S/o P.A.NAIR

For whom: CallHealth Services Pvt Ltd

E.Koti Reddy X 815899

E.KOTI REDDY

LICENCED STAMP VENDOR

LIC No. 15-11-031/2014, RL No.15-11-061/2017

H.NO. LIG-441, Road No-3, KPHB Colony

Kukatpally, Medchal-Malkajgiri Dist.

Cell: 9491628238

HEALTHCARE SERVICES AGREEMENT

This is an Extension Agreement ("Extension") entered on this the 18th day of September 2019 at Hyderabad by and between:

BETWEEN:

M/s. CallHealth Services Private Limited a Company registered under the Companies Act, 1956 and having its Registered Office at 1-66/1/RI/08/8, 10th & 11th Floor, Ramky Grandiose, Ramky Complex Towers, Gachibowli, Hyderabad 500032, Telangana, India (hereinafter referred to as "CallHealth", which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, successors, representatives, and permitted assigns) of the ONE PART;

AND

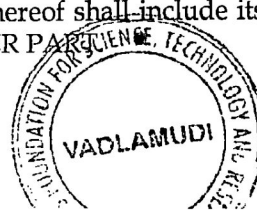
Vignan's Foundation for Science, Technology and Research, Deemed to be University, Vadlamudi, Guntur District, Andhra Pradesh, having registered office at 4/7, Brodipet, Guntur, Andhra Pradesh, (hereinafter referred to as "Educational Society", which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, successors, representatives, and permitted assigns) of the OTHER PART;

huyh
REGISTRAR

VIGNAN'S FOUNDATION

FOR SCIENCE, TECHNOLOGY AND RESEARCH

(Deemed to be Deemed University U/S 3 of UGC Act 1956)



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9/12/19

CallHealth and Educational Society shall hereinafter be collectively referred to as "Parties" and individually referred to as "Party", as the context may require.

WHEREAS

- A. Parties had entered into Agreement ("Agreement") on 1st September 2018.
- B. Parties had mutually decided to extend this Agreement for further Term.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

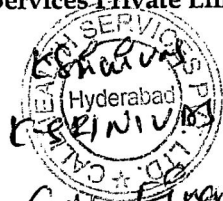
- 1. This Extension shall commence on and from 1st September 2019 (Effective Date) and shall be enforce for the period of one (1) year i.e. till 31st ~~August~~ ^{August} 2020 unless terminated sooner in accordance with the terms and conditions of the Agreement.
- 2. All other terms & conditions except for the Annexures for the Extension remains same as that of Agreement.
- 3. Annexure 1 & 2 of Agreement shall be replaced by Annexures attached herein.

CallHealth
CallHealth Services Private Limited

Signatory

Name

Designation



GM Finance

Educational Society (Vignans Foundation for Science, Technology and Research, Deemed to be University)

Signatory

Name

Designation

[Handwritten Signature]

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(Declared to be Deemed University U/S 3 of UGC Act 1956)
VADLAMUDI-522 213.
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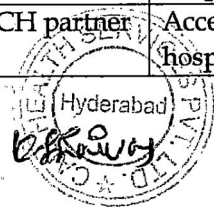
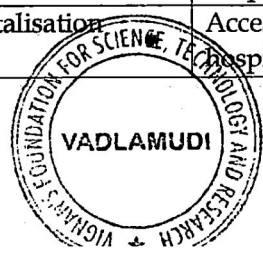


Annexure - 1

A. HEALTHCARE SERVICES

Particulars	Students	Parents/Faculty	Non-Teaching Staff
CallHealth Clinic	CallHealth Clinic at College Campus		
	24x7 availability of Health Officer		
	Access to 26 specialisations across India		
Bundled Health Assurance	Health Assurance e-Card	Health Assurance e-Card	Health Assurance e-Card
	E-Health Record	E-Health Record	E-Health Record
	Personalised Health Dashboard	Personalised Health Dashboard	Personalised Health Dashboard
	Personalised Health Tracker	Personalised Health Tracker	Personalised Health Tracker
Health Sessions	Health risk assessment Annually	Health risk assessment Annually	Health risk assessment Annually
	Group stress management session - Annually	Health check-up for faculty - Annually	Health check-up NT Staff - Annually
PA Insurance	Personal Accidental policy of Rs.3,00,000/ (Premium to be paid by Educational Society to Insurance Company directly)	Personal Accidental Policy of Rs.3,00,000/- for Parent	
		Personal Accidental Policy of Rs.3,00,000/- for Staff	
Health Education & Training	Health bulletin-Monthly	Health bulletin-Monthly	Health bulletin-Monthly
	Health, Wellness & Sports injury training to physical fitness trainer - Annually	-	-
Discounts & Offers	Diagnostic test coupon	Diagnostic test coupon	Diagnostic test coupon
	Drug delivery coupon	Drug delivery coupon	Drug delivery coupon
	Physiotherapy coupon	Physiotherapy coupon	Physiotherapy coupon
Hospitalisation	Access to CH partner hospitals	Access to CH partner hospitals	Access to CH partner hospitals

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VADLAMUDI-522 213

	Facilitation Assistance	Facilitation Assistance	Facilitation Assistance
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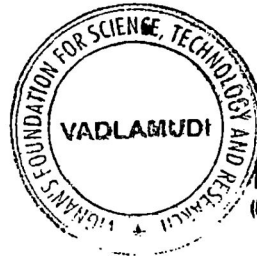
**Annexure - 2
PAYMENT DETAILS OF CALLHEALTH'S FEES**

A. Healthcare Services:

1. In consideration of the services provided by CallHealth under this Agreement, Educational Society shall pay CallHealth services fees on quarterly wise as mentioned in below table:

Particulars	Quarter-1 Sep 2019 to Nov 2019	Quarter-2 Dec 2019 to Feb 2020	Quarter-3 Mar-20220 to May 2020	Quarter-4 Jun -2020 To Aug 2020
Gross (Rs.)	6,80,000/-	6,80,000/-	6,80,000/-	6,80,000/-
Discount (Rs.)	1,70,000/-	1,70,000/-	1,70,000/-	1,70,000/-
Net (Rs.)	5,10,000/-	5,10,000/-	5,10,000/-	5,10,000/-

2. Educational society reserves the right to deduct the doctor's salary on per day basis if the assigned doctor is unavailable in the campus without prior intimation & approval of Educational Society.
3. Payment shall be made within 15 working days from the date of raising of invoice by the CallHealth.
4. All payments made under this agreement are subject to the applicable taxes including but not limited to GST.
5. Enhancement of payment for the health care services will be jointly reviewed by both the parties on completion of one year which will be based on the quality of services rendered by M/S CallHealth in the spirit of this agreement.
6. In case of any termination of this Agreement, the amounts payable by Education Society to CallHealth terms of this Agreement shall become immediately payable.



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9/12/19



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Foundation for Science, Technology & Research

(Deemed to be University)

-Estd. u/s 3 of UGC Act 1956

PROCEEDINGS OF THE REGISTRAR

F.No.:VFSTR/Reg/A8/60/2019-20/01

Dt : 08.05.2019

Sub: VFSTR- Financial Assistance for Payment of medical expenses – Amount – sanctioned – orders – Issued.

Read: Letter dated 30.04.2019 of Workshop Supdt.

* * *

ORDER

With reference to the letter read above, sanction is hereby accorded for the payment of Rs. 10,000/- (Rupees Ten thousand only) to Mr. Sk. M. Basha, Sr Technician to meet his medical expenses.

The above sanctioned amount is debitabale to budget available under **Major Head 200** (Staff Payments & Benefits) and **Minor Head 204** (Staff Welfare Exp) for the Financial Year 2018-19.

Further, relevant bill is forwarded to the Finance Officer for scrutiny and necessary action.

Encls : As above

To

The Finance Officer
The Workshop Supdt
Mr. Sk. M. Basha, Sr Technician

Copy to

PA to the Vice Chancellor
Master file


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Foundation for Science, Technology & Research
UNIVERSITY
(Estd u/s 3 of UGC Act of 1956)

CIRCULAR

F.No. VFSTR/Reg/44/A4/2018-19/05

Dt: 08.08.2018

**Sub: VFSTR – Health Checkup to Teaching and Non-Teaching staff
by Callhealth – reg.**

All Teaching and Non-Teaching staff of VFSTR are informed that a Health camp will be conducted from 9 A.M to 12 P.M on 10th & 11th of August 2018 in Srujana Seminar Hall, 'H' block. All are requested to avail the health checkup (free of cost) without fail.

Random blood sample will be taken and therefore no fasting required by the staff.

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REGISTRAR

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A.P. INDIA

To
All Staff concerned

Copy to:
PA to the Vice-Chancellor
All Deans and HoDs
Librarian
Physical Director
All Section Heads
Master file



VIGNAN'S

Foundation for Science, Technology & Research

(Deemed to be University)

-Estd. u/s 3 of UGC Act 1956

NAAC
Accredited **A**

F.No. VFSTR/Reg/A5/44/2018

Date: 06.10.2018

CIRCULAR

All Teaching and Non-Teaching staff are informed that a free dental camp by Ramesh Hospitals, Guntur will be conducted from 09:30 AM to 04:00 PM on 09.10.2018 in Srujana Seminar Hall, 'H' Block. All are requested to avail the free dental check up.

To
All Teaching and Non-Teaching staff

Copy to
PS to the Chairman
PS to the Vice-Chairman
PA to the Vice-Chancellor
All Deans and HoDs
Asst. Registrars
Master File


REGISTRAR

(Handwritten initials)
6/10/18

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