

தமிழ்நாடு தமில்நாடு TAMILNADU

14 FEB 2023

CS 869138

C.L. Baid Metha College of Pharmacy,  
Thoraipakkam, Chennai - 600 097.

**M. KAILASH CHAND**  
STAMP VENDOR-L.No.11727/C/9  
SAIDAPET, CHENNAI-15. ☎ :984017308

**AGREEMENT FOR IMPARTING TRAINING**

(To be executed on Rs.100/- Non-Judicial Stamp Paper)

This Agreement for Imparting Training ("Agreement") is entered on the 16<sup>th</sup> February 2023

By:

**Fortis Hospital, Vadapalani** a company incorporated under the laws of India and having its registered Office at 23/1 Arcot Road, Vadapalani, Chennai – 600 026, (hereinafter referred to as "HOSPITAL" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) OF THE FIRST PART;

AND

**C.L. BAID METHA COLLEGE OF PHARMACY, Rajiv Gandhi Salai, Thoraipakkam, Chennai** affiliated to The Tamilnadu Dr. M.G.R Medical University by its Secretary and Correspondent represented by its authorised signatory Chairman Mr. Srinivasan R here in after referred to as "COLLEGE" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) OF THE OTHER PART;

(HOSPITAL and COLLEGE may be hereinafter individually referred to as 'Party' and collectively as 'Parties')

For FORTIS HEALTHCARE LIMITED

Authorised Signatory

**SRIHIVASAN R.**  
CHAIRMAN

**C.L. BAID METHA COLLEGE OF PHARMACY**  
THORAIPAKKAM, CHENNAI - 600 097.

:2:

NOW THE DEED WITNESSETH AS FOLLOWS:

WHERE AS:

- A. **HOSPITAL** is presently running a super specialty hospital under the name and style of **Fortis Hospital, Vadapalani**
- B. Second Party is **COLLEGE** and its academically qualified students of Pharmacy are required to undergo specific training; and
- C. The **HOSPITAL** has all the expertise in the field of Clinical Pharmacy to provide specific training required for Students of the **COLLEGE**.
- D. **HOSPITAL** is desirous of imparting training required to the Students of the **COLLEGE** at the **HOSPITAL**
- E. Based on mutual discussions and the representations made, **COLLEGE and HOSPITAL** has entered into this Agreement for imparting training and the Parties now wish to record the terms and conditions herein.


1. TERM:

The term of the Agreement shall be for a period of three years commencing from 16<sup>th</sup> February 2023 to the 15<sup>th</sup> February 2026

2. SCOPE OF SERVICES

- (a). The **HOSPITAL** agrees to provide training to the 5<sup>th</sup> year Pharm D students of **COLLEGE**.
- (b). The **HOSPITAL** agrees to provide training to 30 (Thirty) students each of the 5<sup>th</sup> year Pharm.D course respectively.
- (c). The prospective students will be allowed to undergo training in the following specialty departments.
  - a. Medicine
  - b. Surgery
  - c. Pediatrics
  - d. Gynecology and Obstetrics
  - e. Psychiatry
  - f. Skin and VD
  - g. Orthopedics

For FORTIS HEALTHCARE LIMITED  
Authorised Signatory

  
SRINIVASAN R.  
CHAIRMAN  
C.L. BAID METHA COLLEGE OF PHARMACY  
THORAIPAKKAM, CHENNAI - 600 097.

- (d) The training in the 5<sup>th</sup> year includes attending ward rounds on daily basis, providing patient counseling and documenting patient case records. The students will be equipped to provide Drug Information Services to the healthcare professionals and identification of medication errors.
- (e) The 5<sup>th</sup> year Pharm D students will be allowed to carry out a project work. This will include data collection and reporting in the area of community, hospital and clinical pharmacy under the supervision of the concerned physician. The project will be approved by the Institutional Ethics Committee of the Hospital. The completed project report will be certified by the Medical Superintendent stating that the project is a bonafide work done by the student.

3. CONSIDERTAION:

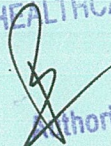
The college shall pay Rs.10,000/- per student per year of study to Fortis Hospital, Vadapalani as fees.


4. FORMATION OF COMMITTEE:

**HOSPITAL** and **COLLEGE** shall jointly constitute the Management Committee, consisting of two members from Fortis Hospital, Vadapalani and two members from C.L.Baid Metha College of Pharmacy. The Management Committee will be responsible for overseeing the training program.

5. CODE OF CONDUCT: The students during the tenure for training shall follow Code of Conduct of the Hospital. They shall also abide by the rules and regulations of the Hospital. They shall not involve in any unlawful or immoral activities, students found guilty shall be immediately opted out from training program.

6. This Agreement shall be read along with the General Terms and Conditions provided at Annexure A of the Agreement.

For FORTIS HEALTHCARE  
  
Authorized Signatory

  
SRINIVASAN R.  
CHAIRMAN  
C.L. BAID METHA COLLEGE OF PHARMACY  
THORAIPAKKAM, CHENNAI - 600 097.

: 4 :

7. AMENDMENTS :

No amendment or modification of the Agreement shall be valid unless the same is made in writing by both the parties and their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications and changes shall be effective from the date on which they are made unless otherwise agreed to.

In witness thereof the parties here to have signed this Agreement on 16<sup>th</sup> February 2023 at Fortis Hospital, Vadapalani

Witness:

1. *J. Selva - HR Head*
- 2.

Witness

1. *K. Bharathi Priya*  
(K. BHARATHI PRIYA)  
Head Incharge  
Department of Pharmacy Practice
- 2.

For FORTIS HEALTHCARE LIMITED

Authorised Signatory

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CHAIRMAN

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ANNEXURE A  
GENERAL TERMS AND CONDITIONS

**1. CONFIDENTIAL INFORMATION**

- (a) Each Party shall keep secret all *Confidential Information*, disclosed orally or in writing or in any electronic form, transmitted to it or made available to it by the *Disclosing Party* to the *Receiving Party* during the course of rendering/receiving Services in terms of the *Agreement* and shall not disclose, divulge, misuse, exploit or pass such *Confidential Information* on, wholly or partly, to third parties without express written consent of the other Party.
- (b) The Parties shall not disclose the terms of the *Agreement* or make any announcement in respect of the subject matter of the *Agreement* without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made (a) after the *Disclosing Party* has taken reasonable steps to consult with the other Party as to the terms of the disclosure prior to the same; (b) only to the extent necessary by such law, rule or regulation; and (c) only to the person or persons and in the manner required by law, rule or regulations or otherwise as agreed by the Parties.
- (c) Each of the Parties shall disclose the *Confidential Information* of the other Party only to such of its own employees as is required on a 'need to know basis'; restricted to a minimum number as shall require the information to accomplish the purpose of the *Agreement*, and shall treat such *Confidential Information* with the same degree of care as it uses to protect its own *Confidential Information* of like importance, but not less than a reasonable degree of care under the circumstances. The *Receiving Party* of the *Confidential Information* shall fully assume responsibility for any breach or non-fulfilment of the obligations in the *Agreement* by any person to whom access to the *Disclosing Party's Confidential Information* is granted and shall fully indemnify and keep harmless the *Disclosing Party* for any losses, damages, claims or fees arising from such breach or non-fulfillment.
- (d) During the validity period (Term) as may be agreed between the Parties in the *Agreement* the *Receiving Party* shall maintain the *Disclosing Party's Confidential Information* in confidence and shall not copy, use, store, exploit or apply the disclosing party's *Confidential Information* (whether directly or indirectly) except for the authorized purpose of the *Agreement* or disclose the *Disclosing Party's Confidential Information* to any other person or company without the prior written consent of the *Disclosing Party*.
- (e) All intellectual property in the *Disclosing Party's Confidential Information* will be and remain the exclusive properties of the *Disclosing Party* and no rights or licenses in respect of any Intellectual Property whether in relation to the *Disclosing Party's Confidential Information* or otherwise are granted hereunder by the *Disclosing Party* to the *Receiving party*.
- (f) All *Confidential Information* disclosed shall be and shall remain the property of the disclosing Party. On being requested in writing by the *Disclosing Party*, the *Receiving Party* shall return or destroy all documents thereof, furnished to the *Receiving Party* by the *Disclosing Party*. Any *Confidential Information* that is not returned or destroyed shall

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remain subject to the confidentiality obligations set forth in the *Agreement* for the confidentiality term and survival period.

## 2. INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights of the respective Parties shall continue to remain with them. Fortis owns and shall continue to own all intellectual property of and attached to "Fortis" and the *Agreement* does not constitute and shall not be construed as an assignment or sale or transfer of the trademark rights or any other intellectual property right in any manner whatsoever. The *Engaging Party* undertakes that it shall not, at any time, during the subsistence of the *Agreement* or at any time after its termination or expiry claim ownership or user rights or interest in respect of the name, trademarks, artwork and brand names of Fortis/Company. *Engaging Party* ensures that neither it nor any of its employee shall take any action that will constitute infringement of Fortis's intellectual property in any manner whatsoever, and in case of any infringement or any threatened infringement of Fortis's intellectual property by any third party coming to the notice or knowledge of *Engaging Party*, it shall forthwith bring it to the notice of Fortis and shall render all cooperation to prevent such infringement and any other appropriate remedy against such infringement. For such Intellectual Property as may be granted under sub license to the *Engaging Party* pursuant to the terms of the *Agreement* Fortis reserves the right to separately agree on the terms in this regard and seek Royalty charges in the manner and on the terms as maybe mutually agreed with the *Engaging Party*. The *Engaging Party* undertakes to abide by the terms as may be agreed with Fortis in this regard and would execute such document / agreement as may be necessary to effectuate sub-license and / or Royalty terms.

## 3. INDEMNITY

COLLEGE shall keep and hold Fortis its directors, its officers, stockholders, employees, representatives, successors, and assigns, or any such person indemnified and harmless from and against any and all losses, claims, damages or liabilities (including actual attorney's fees, cost and expenses) expenses costs, and charges of any kind whatsoever joint or several to which Fortis may become subject, in connection with any action, claim or proceeding resulting from third party claims, suits, demands, actions, proceedings, judgments, assessments, against Fortis occasioned by, arising out of or resulting from (i) any breach of the terms of this *Agreement* by COLLEGE including breach of representations and warranties or (ii) claims by third parties, including on account of injury, damage or illness directly arising from the provision of the Services envisaged in the *Agreement* or (iii) any claims against Fortis arising from any negligent act or omission of *Engaging Party* or *Engaging Party's* employees, agents, contractors or sub-contractors or their employees (iv) any statutory liability/penalty that may be imposed on Fortis pursuant to or arising from the Services as mentioned herein.

## 4. EQUITABLE RELIEF

Without prejudice to any other rights or remedies that the Parties may have, the Parties agree and acknowledge that damages may not be an adequate remedy for a breach of any of the provisions of the *Agreement* hence each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in the *Agreement*. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity,

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including without limitation, a right for recovery of the amounts due under the *Agreement* and related costs and a right for damages.

#### 5. FORCE MAJEURE

If the performance by either Party, of any of its obligations under the *Agreement* is prevented, restricted or interfered with by reason of Force Majeure, then such Party shall be excused from such performance to the extent of such prevention, restriction or interference provided that:

- (a) the Party claiming Force Majeure shall give prompt notice to the other Party within a period of seven (7) days from the date of the Force Majeure occurrence providing a description of such Force Majeure, including a description, in reasonable detail, of the cause of the Force Majeure; and
- (b) the Party claiming Force Majeure shall use reasonable efforts to avoid or remove cause of non-performance and shall continue performance hereunder as soon as Force Majeure ceases.

#### 6. ASSIGNMENT

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this *Agreement* without the prior written consent of the other Party; provided that Fortis may assign its rights and obligations under this *Agreement* to an Affiliate, associate or subsidiary. Subject to the foregoing, the *Agreement* shall be binding on the Parties and their respective successors and assigns.

#### 7. DELAY AND WAIVER

No delay on the part of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the Parties of any right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.

No waiver by the *Engaging Party* of breach of any covenant, obligation or provision in the *Agreement* contained or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in the *Agreement* contained or implied in the *Agreement*.

#### 8. SEVERABILITY

If any provision of the *Agreement*, including any phrase, sentence, clause or sub clause of the *Agreement* is invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative, or unenforceable.

For FORTIS HEALTHCARE LIMITED

Authorised Signatory



SRIKIVASAN R  
CHAIRMAN

C.L. BAID METHA COLLEGE OF PHARMACY  
THORAIPAKKAM, CHENNAI - 600 097.

## 9. RELATIONSHIP

The relationship between parties in the performance of this *Agreement* shall be on principal-to-principal basis. No provision of this *Agreement* shall be deemed to constitute a partnership or joint venture between the Parties.

No provision of this *Agreement* shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this *Agreement*.

## 10. SURVIVAL

In addition to any provision under the *Agreement* which contemplates performance or observance subsequent to any termination or expiration of *Agreement*, including, without limitation, the provisions relating to Confidentiality Indemnification, Limitations on Liability, Termination, Dispute Resolution, Governing Law, Jurisdiction and Intellectual Property Rights shall survive expiration or termination of this *Agreement*.

## 11. LIMITATION OF LIABILITY

Either Party shall not be liable for special, indirect, consequential or punitive damages including loss of profit and/or revenue arising out of, in connection with, or relating to the *Agreement* regardless of the legal theory advanced or of any notice given as to the likelihood of such damages.

## 12. CO-OPERATION

Each Party shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of the *Agreement*.

## 13. NO UNFAIR PRACTICES

Neither Party shall engage, abet, solicit or induce the other Party to engage in corrupt, unfair, fraudulent or other such practices (including anti-competitive). Nothing in this *Agreement* shall require Fortis to perform Services which may cause it to breach any regulatory rules or guidelines.

## 14. REASONABLENESS

All consents and approvals to be given by either Party under the *Agreement* shall not be unreasonably withheld, denied or delayed and each Party shall make only reasonable requests under this *Agreement*.

## 15. GOVERNING LAW AND DISPUTE RESOLUTION

This *Agreement* shall be governed by and construed and enforced in accordance with the laws of India.

For FORTIS HEALTHCARE LIMITED

Authorised Signatory

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Any dispute or difference between the Parties shall be referred to arbitration by sole arbitrator to be appointed by the mutual consent of the Parties. If the parties are not able to agree on sole arbitrator within thirty (30) days after the filing of the request for arbitration, then either Party may take steps for appointment of arbitrator under the Arbitration and Conciliation Act, 1996. The Arbitrator's award shall be final and binding on the Parties to the *Agreement*. The arbitration agreement and the proceeding there under shall be in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of arbitration shall be Chennai.

#### 16. JURISDICTION

Subject to provisions of Clause 15 above, the Parties irrevocably agree that the Courts in Chennai shall have exclusive jurisdiction on any matter arising out of this *Agreement*. The *Engaging Party* hereby irrevocably waives any objection to the jurisdiction, process and venue of any such court and to the effectiveness, execution and enforcement of any order or judgment (including, but not limited to, a default judgment) of any such court in relation to the *Agreement*, to the maximum extent permitted by the law of any jurisdiction, the laws of which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment.

#### 17. TAXES

All payments under this *Agreement* shall be subject to the taxes payable under the *Applicable Law*.

#### 18. ENTIRE AGREEMENT

The *Agreement*, including all schedules/annexures as may be appended to the *Agreement* shall constitute the entire Agreement between the Parties with respect to the subject matter of the Agreement.

#### 19. AMENDMENT

No purported alteration or amendment of the *Agreement* shall be effective unless it is in writing, refers specifically to this *Agreement* and is duly executed by each of the Parties to this *Agreement*. Change in the scope of any of the activities/functions/Services referred in the *Agreement* will always be done through mutual negotiation between Fortis and the *Engaging Party* and implemented after appropriate lead time.


#### 20. COUNTERPARTS


This *Agreement* may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

#### 21. NOTICES

Notices, demands or other communication required or permitted to be given or made under the *Agreement* shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by legible tele fax and confirmed by registered mail/ courier addressed to the intended recipient at the address as mentioned in the title of the *Agreement*. Either Party may from time to time duly notify to the other Party, change of address, if any.

For FORTIS HEALTHCARE LIMITED

  
Authorized Signatory

  
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