



AND

**VENUGRAM HOSPITALS (BELGAUM) PRIVATE LIMITED** CTS 785, Second Cross, Hindu Nagar, Near Third Railway Gate, Belagavi 590006 hereinafter referred to as the Second Party, which expression, unless repugnant to the meaning and context, shall include their successors, heirs, legal representatives and assigns

WHEREAS, the First Party has a Central Research Laboratory (MMCRL) with facilities of Molecular Biology and Microbiology and is a Premier Dental Institute in Karnataka. The Second Party is interested in forwarding all the samples collected at their premises to the Central Research Laboratory of First Party for Covid-19 RT-PCR (Truenat) testing;

WHEREAS, The Second Party is having a hospital in name of Venugram Hospital, a NABH Entry Level Accredited & ISO 9001:2015; SA8000:2014; SA10004:2018; ISO14001:2015; ISO15189:2012; ISO45001:2018 certified leading 100 bed Multi Speciality Hospital situated in Belgaum, Karnataka, are providing state-of-the-art Medical facilities & services to Northern part of Karnataka & surrounding areas of Maharashtra & Goa.

The Second Party understands and acknowledge the importance of First Party's high standard of Quality, cleanliness, appearance and service and the necessity hereunder in conformity with First Party's standards and specifications as well as in conformity and compliance with the statutory rules, regulations, notifications, guide lines issued by Central, State or Local Authorities.

#### 1. RELATIONSHIP BETWEEN THE PARTIES

- a. It is understood and agreed by the parties that this agreement does not create a fiduciary relationship between them. The Second Party shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture partner, partner, employee or servant of the other for any purpose whatsoever.
- b. During the term of the Agreement, Second Party shall hold itself out to the public as an independent contractor operating as the patient care centre.
- c. Nothing in this agreement authorizes Second Party to make any contract, agreement, warranty or representation on First Party's behalf or to incur any debt or other obligation in First Party's name, and First Party shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, nor shall First Party be liable by reason of any act or omission of Second Party in its operation of the business described herein or for any claim or judgment arising there from against Second Party or First Party, Second Party shall indemnify and hold First Party, and First Party's officer, directors and employees harmless against any and all claims, losses, costs, expenses, liabilities and damages arising directly or indirectly from, as a result of, or in connection with Second Party's operation of the Patient care Centre.
- d. It is clearly agreed and understood that under no circumstances, the employee/contracted person of the Second Party shall be treated as the employees of the First Party. The above employees shall work under the supervision / instructions of the Second Party, who alone shall be responsible for the payment of the wages/ salary and /or any other statutory dues of the above employees.

  
Dr. Kamakant Nayak  
Principal

A.M.'s N @ Halcyon Institute of Dental Sciences  
& Research Centre, Belgaum-590010

