



தமிழ்நாடு தமில்நாடு TAMILNADU

27 OCT 2025

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அ. ஷம்ஷாத், மு.வி

தொழிலாளர் நீதி மன்றம்
மாவட்ட நீதி மன்ற வளாகம்

தேதி: 2/2000, திருச்சி
செல் எண்: 93451 61811

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made at Trichy, this 1st day of December, 2025
BY AND BETWEEN

KMC Speciality Hospitals (India) Limited (CIN: L85110TN1982PLC009781) public limited company, incorporated under the Companies Act, 1956 having its Registered Office at No 6, Royal Road, Cantonment, Trichy - 620 001 represented by its Authorized representative, **Dr.Subburethina Bharathi.P,DGM- L&D**, (hereinafter referred to as "**Kauvery/Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **First Party**;

AND

Cauvery College for Women (Autonomous), accredited with NAAC 'A+' grade Fourth Cycle (reaccreditation) and recognized under Section 2(f) and 12(B) having its address at **Cauvery College Road, Annamalai Nagar, Trichy - 620018**, hereinafter referred to as "**College**" represented by the Authorized representative, **Dr.S.Ramalakshmi, Principal** (which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors, representatives and assigns) of the **Second Party**;

Kauvery and College are hereinafter collectively referred to as "**Parties**" and individually referred to as "**Party**".



WHEREAS:

- i. Kauvery is a leading, multi-specialty hospital offering best-in-class medical services for more than two decades in adherence to global standards and benchmarks across all specialties and Subspecialties of medicine and surgery. Kauvery is functioning at various locations of Tamil Nadu and Bengaluru, Karnataka including the Hospital Unit located at 6, Royal Rd, Cantonment, Tiruchirappalli, Tamil Nadu 620001 (hereinafter referred to as the 'Hospital Unit') for which this MOU is entered into.
- ii. Kauvery Hospital is a Multispecialty Center offering comprehensive, end to end care in the Medical specialties like Cardiology, Diabetology, Gastroenterology, General Medicine, Neurology, Ophthalmology, Obstetrics & Gynaecology, Paediatrics & Neonatology and Surgical Specialties like ENT, General Surgery, Gastro Surgery, Orthopaedics, Anaesthesiology, Emergency & Trauma Care, etc., with a patient centric approach to clinical practice and setting benchmarks in health care services on par with NABH standards, Kauvery Hospital has earned a distinguished reputation as a health care group focusing on tertiary care Services.
- iii. College was established in the year 1984 and is accredited with NAAC 'A+' grade Fourth Cycle (reaccreditation) and recognized under Section 2(f) and 12(B).
- iv. College approached Kauvery for conducting and organizing CSR initiatives for the upliftment of the students and the society. Kauvery agreed to the same and both Parties are desirous of entering into this MOU on the terms and conditions mentioned hereunder.

NOW, THEREFORE in consideration of the foregoing, the mutual covenants and promises contained herein and other good and valid consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties hereby agree as follows:

NOW THEREFORE THIS MOU WITNESSETH AS FOLLOWS

1. Scope/Purpose

- i) The purpose of this MoU is to establish a collaborative framework **Cauvery College for Women (Autonomous)**, and **Kauvery Hospital** to conduct and organize CSR initiatives for the upliftment of the students and the society.



S. No.	SCOPE OF SERVICE - CSR Initiatives
1.	Women's Wellness Connect - Breast Cancer Awareness Program
2.	Women's Wellness Connect - Menstrual Hygiene Awareness Program
3.	Women's Wellness Connect – Perimenopause, Menopause and Post Menopause Awareness Program
4.	Women's Wellness Connect – Cervical Cancer Awareness Program
5.	Wellness Connect - உணவே மருந்து – Awareness Program
6.	5S for Educational Institutions - Awareness Program
7.	First Aid Program (CPR) - NSS Volunteers
8.	Knowledge Connect – PG students Discovering and Designing Personal Profiling – TNASDCH
9.	என் தமிழ் என் உயிர் (பேச்சுப்போட்டி) – UG/PG Students
10.	Career Guidance Program in Healthcare Services
11.	Workshop/Seminar/Conference
12.	Kalvi Vazhikatti – for Rural Schools
13.	HOSPITalk (Hospital Management Awareness Program)
14.	CCDP (Career and Competency Development Program) for under privileged rural students (CSR Initiative)

2. Confidentiality and IPR-Protection

- Both Parties hereunder agree that any information disclosed by one Party to the other shall be maintained as proprietary, confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient Party's organization that needs to know for purposes authorized by the relevant MOU.
- All such proprietary, confidential information will be kept in confidence and the Party receiving the confidential information agrees to prevent the disclosure to any other person or persons outside the organization or any unauthorized person or persons except to the persons authorized by either of the Parties hereunder on need to know the basis for the execution of the work. Such authorization shall be given only after the receipt of due undertaking given by the authorized person to not disclose the confidential information of both Parties.
- The obligations that are created under this MOU on either Party as well as through subsequent relevant agreements on either Party shall be duly discharged during the term of the MOU and after their expiry/termination. It is the responsibility of both the Parties to protect any Intellectual Property Rights (IPR) that may result from any research collaboration performed under this



MOU Ownership of any IPR generated under such collaborative research will be determined before initiating the research collaboration under mutually agreeable terms. If an invention is developed under this MoU both Parties will have an equal share, when the contribution by both Parties is equal.

3. Indemnity

Either Party ("Indemnifying Party") shall indemnify and hold harmless the other Party, its promoters, officers, directors, employees, students, affiliates, agents, sub-contractors and other representatives (collectively "Indemnified") from any claims, demands, liabilities, suits, proceedings, penalties, costs or expenses of any kind (including, attorneys' fees and expenses) arising out of or in connection with

- (i) violation of any applicable laws and statutory obligations by the Indemnifying Party or its Personnel;
- (ii) gross negligence and/or misconduct by the Indemnifying Party or its Personnel;
- (iii) breach of any obligation, terms, representation, warranties and covenants under this MoU;
- (iv) breach of confidentiality obligations under this MoU.

4. Reserach & Development

This MoU will enhance research and Development collaborations by strengthening interdisciplinary expertise and promoting effective resource sharing. It will facilitate joint projects, technology development, and collaborative problem-solving through shared infrastructure and mentoring. Overall, the partnership will improve innovation outcomes, deepen industry-academia engagement, and accelerate both societal and economic impact.

5. Relationship of the Parties

This MOU shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the relationship expressly provided for in this MOU.

6. Related Party

College hereby warrants and represents that it is not related and/or otherwise associated with Kauvery Hospital and/or its Directors and/or its members. As on the execution date of this MOU, it is not classified as a Related Party as defined under the Companies Act to Kauvery Hospital and/or any of its associates or subsidiaries. College further confirms that, in case of any change to the above position, it shall immediately inform the same in writing within three days to the email ID: companysecretary@kauveryhealthcare.com



7. Representations And Warranties:

Each Party represents and warrants to the other Party that:

- a) It is duly registered and validly existing under the applicable laws of India;
- b) It has full power and authority to enter into and perform the obligations under this MOU and has taken necessary actions to authorize the execution and performance thereof under this MOU;
- c) It possesses at all times all the necessary legal / statutory licenses, permits and registrations required to carry out its obligations under this MOU;
- d) This MOU when executed will constitute valid and binding obligations under this on and against it, in accordance with its terms;
- e) College will not, in performing its duties and obligations, put itself or Kauvery in breach of any applicable laws, rules or regulations
- f) The individual(s) signing this MOU, whose name appears below, on behalf of the respective Parties, has the authority to execute and deliver this MOU.
- g) College hereby warrants that it is qualified to render the educational services to its Nursing students and shall ensure to obtain and upkeep proper licenses, permits, approvals, authorization etc., required for running the institution and maintain the same during the tenure of the MOU.
- h) College shall share the copy of all records of documents, which are required for running an education institution to Kauvery before commencing the training for students.

8. Term of MOU

This MOU shall be valid for a period of two (2) years commencing from the date of execution of the present MOU unless terminated earlier by either Party by giving 30 days advance Notice in writing. Thereafter this MOU shall be reviewed and may be renewed on mutually agreed terms and conditions between the Parties hereto.

9. Dispute Resolution

A Party claiming that a dispute has arisen in relation to this MOU shall notify the Authorised Representative of the other Party to the dispute giving details of the dispute and shall try to settle the same amicably.

If any dispute under this MOU remains unresolved for 30 Working Days from the date on which notice setting out the nature of the dispute is served by one Party on the other, either Party may request a meeting within a further 30 Working Days between senior personnel (as notified by each Party to the other for this purpose) who shall have power to resolve the dispute. In the event that the dispute is not resolved under this procedure, then the same shall be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amended thereto. A Sole Arbitrator shall be appointed mutually by the Parties.



The Parties agree that the award passed by the Sole Arbitrator so appointed shall be final and binding upon the Parties. The place of arbitration shall be Chennai and the language of the proceedings shall be English.

10. Applicable Law and Jurisdiction

This MOU and any matters relating to this MOU shall be governed by and construed in accordance with the laws of India.

The Parties submit and agree to the exclusive jurisdiction of the Courts in Trichy.

11. Miscellaneous

- i) **Amendments:** This MOU may be amended or supplemented only with the consent of both the Parties hereto, through the execution of a document in writing duly signed by the Authorized Signatories of both the Parties and will be applicable from the date as agreed between the Parties.
- ii) **Entire MOU:** This MOU constitutes the entire agreement of the Parties and supersedes all prior agreements and undertakings (both oral and written, including all correspondence) if any, between the Parties with respect to the subject matter hereof.
- iii) **Force Majeure:** Neither Party shall in any circumstances whatsoever be liable to the other Party for any delay or failure to fulfill its obligations under this MOU (other than the payment of money already due at the time) where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination, Nuclear Risks, or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riots.
- iv) **Non-Exclusivity:** This MOU does not obligate either Party to collaborate exclusively with the other Party.
- v) **Assignment:** Neither Party may transfer or assign any of its rights or obligations under this MOU without the prior written consent of the other Party.



- vi) **Severability:** If any provision of this MOU is or becomes invalid, illegal or unenforceable under Applicable Laws, such illegality or invalidity or unenforceability shall not invalidate the remaining provisions of this MOU, which shall continue unaffected or unimpaired
- vii) **Notice:** Any notice required to be given under this MOU, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each Party required to receive the notice at its address as set out in this clause or as otherwise specified by the relevant Party by notice in writing to each other Party

For College

Authorized Representative: Dr. S. Ramalakshmi

Designation: Principal

Address: Cauvery College Road, Annamalai Nagar, Trichy - 620018

Email: principal@cauverycollege.ac.in

Contact No.: 9443603564

For KMC Speciality Hospital (India) Limited

Authorised Representative: Dr.Subburethina Bharathi . P

Designation: DGM Learning & Development

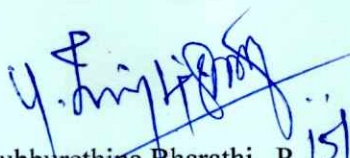

Address: No. No 6, Royal Road, Cantonment, Trichy - 620 001

Mial Id:bharathi@kauveryhospital.com

Contact No: 9442021646, 6385796716




IN WITNESS whereof the Parties above named have put their hands to this MOU on the day, month and year above mentioned.

Signed and Delivered by the within named KMC Speciality Hospitals (India) Limited by the hands of its authorized representative	Signed and Delivered by the within named Cauvery College For Women (Autonomous) by the hands of its Principal.
 Dr. Subburethina Bharathi . P 15/12/25 DGM, Learning & Development Dr. P. Subburethina Bharathi DGM - Learning & Development Kauvery Hospital, No.6, Royal Road, Cantonment, Tiruchirappalli - 620 001.	 Dr. S. Ramalakshmi, Principal Principal Cauvery College For Women (Autonomous) Annamalai Nagar, Tiruchirappalli - 620 018. Tamilnadu.

Witness 1:

Name & Signature: MANOJ DHARMAR 
Date: 15.12.25

Witness 2:

Name & Signature: Dr. R. Subha 
Date: 15/12/25

