



# **AMITY UNIVERSITY HARYANA**

**Collaborations**

**with**

**Local, National & Global Health Institutions**

### Current collaborations with health institutions

Local collaboration	6
National collaboration	6
Global cooperation	1

		<b>MOU / COLLABORATIONS / LINKAGES</b>
Local collaboration	1	Diagno Labs Pvt Ltd, Gugugram, India
	2	Khushboo - A day-care centre for Intellectual Disability, Gurgaon, Haryana, India
	3	Continnua Kids - A center for multiple disability, Gurgaon, Haryana, India
	4	Cloudnine Hospital, Gurugram, India
	5	Civil hospital, Gurugram, India
	6	Tulasi psychiatric & rehabilitation PVT LTD, New Delhi
National collaboration	1	National Institute of Pathology, ICMR, New Delhi
	2	Lal Path Labs Foundation, New Delhi
	3	Fortis Healthcare Limited, Gurugram, India
	4	Global Health private limited (Medanta hospital, Gurgaon, Haryana, India
	5	Paras HealthCare limited (Paras hospital, Gurgaon, Haryana, India
	6	Artemis Medicare services limited (Artemis hospital, Gurgaon, India
Global cooperation	1	Management And Science University Malaysia, Malaysia



Indian-Non Judicial Stamp  
Haryana Government



Date : 15/05/2019

Certificate No. G002019E180



GRN No. 47842452



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(Rs. Zero Only)

Deponent

Name : Amity University Haryana

H.No./Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Panchgaon

District : Gurugram

State : Haryana

Phone : 87\*\*\*\*\*47



Purpose : For making MOU to be submitted at Diagno lab gurgaon

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding (herein after referred to as "MOU") is made at Gurugram, Haryana on 15<sup>th</sup> May, 2019.

**BY AND BETWEEN**

**Amity University Haryana, Gurugram**, a university established under the Haryana Private Universities(Amendment) Act, 2010, having its Campus at Manesar, Gurugram (here in after referred to as "AMITY" which expression shall, unless repugnant to the context and meaning thereof, include its representatives and permitted assigns) acting through its Authorized Signatory for the First Part;

**AND**

**Diagno Labs Pvt Ltd**, a company incorporated under the Companies Act, 1956, having its registered office at Gurugram and, office at Plot no 138, Pace City-1, Gurugram-122001 (herein after referred to as "DLPL") through its authorized representative, which expression, unless repugnant to the context and meaning thereof, shall include its subsidiaries, affiliates and permitted assigns of the Second Part;

**AMITY and DLPL** shall be individually referred to a "Party" and collectively as Parties.



## PREAMBLE

WHEREAS AMITY is a part of the amity education group, a leading education provider promoting quality education and research and offers varied graduates and Post graduate courses in engineering, bio-technology, computer science, Health and Allied Sciences, commerce and management etc. and have established some of the reputed institutions in niche areas in the country.

AND WHEREAS DLPL is a well renowned pathological testing laboratory and has acquired good reputation in the country carrying on the business of conducting and providing varied diagnostic tests and facilities in the field of laboratory medicine.

AND WHEREAS DLPL is esteemed for keeping abreast with the latest technology and testing equipment's and has accreditation from NABL and CAP along with ISO certification is the most respected and medical laboratories in Asia.

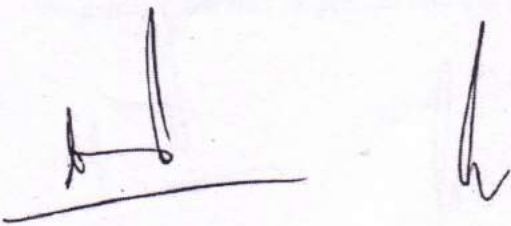
NOW THEREFORE, IN CONSIDERATION FOR THE PERFORMANCE BY THE PARTIES OF THE PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

### 1. SCOPE OF MOU:

AMITY and DLPL have the common objective of developing well trained and high quality Medical Lab Technologists and for the aforementioned purpose the parties are entering into this MOU to formalize the academic exchanges between them. It is hereby agreed between the parties to govern the planning and provide students with successful delivery of learning, teaching and research by offering Para Medical courses in Medical Lab Technology (MLT) including BSc. (MLT) & MSC (MLT) ( herein after referred to as "courses"), and including its sub- specialties with provisions for direct as well as lateral entry.

### 2. RIGHTS AND RESPONSIBILITY OF AMITY

- a) AMITY shall be responsible for delivery of courses and conduct of examinations.
- b) AMITY shall be responsible for recruiting faculty for the programs at AMITY.
- c) All theory and basic practicals would be conducted at AMITY and all the course materials shall be provided by AMITY at its own expense. Dates and schedule of examination for the course shall be announced by AMITY at appropriate time during the semester as per its protocol. The centers of examination and evaluation of answer script shall be assigned by AMITY.
- d) AMITY shall be responsible for the marketing of the programs/ courses and for co-ordination and management of student's admission / enrolment.
- e) AMITY shall be responsible for all administrative work relating to admission, collection of fees, etc. for the award of the degree, diplomas and certificates as the case may be.





- f) AMITY shall provide academic infrastructure including labs , students facilities etc. and accommodation, if required
- g) Infrastructure and Premises requirements as per the norms shall be the sole responsibility of AMITY.
- h) The conveyance of enrolled students to and from the training facility at DLPL shall be the responsibility of AMITY.

### 3. RIGHTS AND RESPONSIBILITY OF DLPL

- a) DLPL shall provide practical diagnostic exposure at its Lab at Gurugram by providing 6 months internship or dissertation work during last week of December to last week of June for both UG-BSc MLT /PG-MSc MLT students of AMITY. DLPL may select number of students from UG/PG programmes for Internship training.
- b) DLPL shall provide practical training/clinical training on every working Friday between 10 AM to 3 PM from July last week to Nov last week and again from January First Week to April last week to PG students (M.Sc MLT Clinical Biochemistry/M.Sc MLT Clinical Microbiology).
- c) DLPL shall provide summer vacation internship for about 2 months for both UG/PG from May last week to July last week. Selection of students can be done by DLPL. DLPL shall provide the completion certificate of the internship and summer training (2 or 6 months as the case may be) to those students who have minimum attendance of 75% at their lab.
- d) DLPL shall share the schedule of practical/clinical training with AMITY through email. The said schedule shall be finalized by DLPL upon mutual confirmation of the same with AMITY.
- e) It shall be the responsibility of DLPL at its own cost to ensure the arrangements of all reagent consumables, and it shall be the responsibility of DLPL at its own cost to provide trainers /demonstrator for training of the student enrolled for technical course with AMITY.

### IMPLEMENTATION

- a) Each party shall designate a Coordinator who shall be the nodal officer to oversee and facilitate the implementation of the MOU. Coordinators so appointed by both the parties will be responsible for jointly executing the terms of this MOU as well as to formulate curriculum and modules for the various courses and for addressing all issues related to this Agreement. They will meet frequently in the beginning and then gradually structure the periodicity of the meetings as per the requirements and mutual agreement. In case of any dead lock the same shall be referred to the top authorized official of the both the parties or their duly authorized representative, who will collectively decide on resolving the deadlock in a time bound manner.
- b) The Coordinators will also periodically review, audit and evaluate the progress of the academic programs in general and the productivity of the individual courses in particular





and give its recommendations with a view to work out improvement in operations if any are required.

c) If during the operation of MOU, circumstances arise which call for alteration /modification of this MOU, the same shall be decided with the mutual consent of both the concerned parties.

d) While the MOU will not bind exclusivity to either party, if there are specific areas/programme(s) for which exclusivity would be essential, this can be mutually agreed upon and added as an Annexure to the MOU.

e) None of the parties shall be liable for indirect or consequential damages.

#### 4. STATUTORY COMPLIANCE

AMITY shall be responsible for all the statutory compliance of all kinds as required from time to time with respect to implementation/performance of this MOU. Both the Parties shall work together to ensure that the requirements of the various statutory bodies are adhered to in letter and spirit wherever applicable.

#### 5. DURATION

This MOU is valid for a period of 3 years from 15<sup>th</sup> May 2019 till 14<sup>th</sup> May 2022 (hereinafter referred to as "Term") unless terminated earlier in accordance with the terms of this MOU. This MOU can be extended further subject to revisions on mutual and conditions in writing.

#### 6. COURSE MATERIAL COPYRIGHT

Both the parties agree that the course material shall be a joint copyright of both the parties in case of termination of this MOU. DLPL shall continue to be the joint copyright holder of the said teaching material and shall be free to use it as it may deem fit. Each party may use such property for research and scholarly purposes.

#### 7. CONFIDENTIALITY

Both the parties agree that they shall keep information confidential and not use the confidential information of each other except as specifically permitted under this MOU and shall not disclose any portion of the confidential information of each other to any person except those of its Representatives who have a need to know such confidential information for the performance of this MOU, provide that such representatives have executed a confidentiality agreement containing restrictions at least as restrictive as those herein.

Without limiting the foregoing, both the parties agree that they shall not copy or redistribute to third parties any documentation, research, patents and student related data/ information. This provision survives termination or expiration of this MOU.





Both parties would keep the terms of the MOU as well as any research, patents and students related data/ information strictly confidential.

## 8. TERMINATION

Either party may terminate this MOU by giving one month advance notice to the other party. However the students enrolled at any time during the subsistence of MOU shall complete their course including practical training.

## 9. DISPUTE RESOLUTION

Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this MOU shall be decided on mutual and amicable consultation. If the parties are unable to reach a mutually acceptable and agreed settlement of dispute then the same shall be referred to the arbitration of the sole arbitrator to be appointed by the mutual consent of both the parties as per the provisions of the Arbitration and Conciliation Act 1996 and any amendments thereto. Award made in pursuance thereof shall be binding on both the parties. The language of arbitration shall be English and venue shall be New Delhi. The Courts in Delhi shall have exclusive jurisdiction on any matter arising out of this MOU.

## RELATIONSHIP BETWEEN THE PARTIES

- a. Both Parties, in the performance of this MOU, shall be and act as an independent Party. No provision of this MOU shall be deemed to constitute a partnership or joint venture between the Parties.
- b. No provision of this MOU 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 MOU.

## 10. ENTIRE MOU

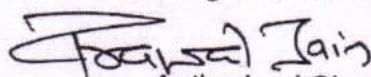
This MOU constitutes the only understanding between the parties relating to the subject matter thereof except where expressly noted herein all prior negotiations, agreements and understanding, whether oral or written, are superseded, merged or cancelled hereby.

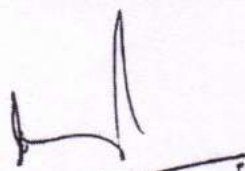
IN WITNESS WHERE OF, the parties hereto have set their hands to this MOU in the presence of the following witnesses, on the day, month and year first above written.

Signature with seal  
For Diagno Labs Pvt Ltd



For Diagno Labs Pvt. Ltd.

  
Anand Jain  
Authorised Signatory

  
Signature with seal  
For Amity University Haryana  
Maj Gen (Dr.) Mahavir Singh  
MBBS ; MD (HA)

15 May 2019



For Diagno Labs Pvt Ltd

Witness 1

Signature:

Name: PRERNA SINDHI

Position: Sr Manager - HR

Witness 2

Signature:

Name:

Position:

For Amity University Haryana

Witness 1

Signature:

Name: Dr. M. V. Singh

Position: Associate Prof

Witness 2

Signature:

Name: Dr. Vikram Singh

Position: Additional Professor  
MLT, Amity, AUH,



# AMITY UNIVERSITY

## HARYANA

Established vide Government of Haryana Act No.10 of 2010

Ab-C


### DEPARTMENT OF AUDIOLOGY AND SPEECH-LANGUAGE PATHOLOGY

#### LETTER OF COLLABORATION

1. The Department of Audiology and Speech-Language Pathology (DASLP) of Amity Medical School (AMS) at Amity University Haryana (AUH), Gurgaon will involve in offering the specific Audiological, Speech, and Language rehabilitative services for the children with intellectual deficits, enrolled at the "Khushboo Welfare Society" (KWS), Gurgaon.
2. The clinical supervisor/faculty of the DASLP of AMS would be actively involved along with the faculty/trainers of the KWS in developing the individual or group therapy plans for the children with intellectual deficits.
3. The DASLP at AUH would participate in conducting faculty advancement program for the trainers/special educators/developmental therapists of the KWS.
4. The DASLP would like to be involved in the material development, awareness, promotional, vocational, and research activities addressing the specific need of the children with intellectual deficits.
5. The DASLP along with other departments of the Amity Medical School such as clinical psychology, optometry, and dentistry would conduct screening and diagnostic camps periodically to evaluate whether children with special needs may have associated impairments.
6. The ASLP students (Bachelors and Masters) would join clinical supervisor/faculty in developing therapeutic plans and executing those activities on the children with intellectual deficits.
7. The posting profile of the BASLP and MASLP students will be decided jointly by the faculty/supervisor of the DASLP and the KWS, satisfying the need and interest of the children with special need and according to the course curriculum of the ASLP students.
8. The mutual collaboration will come into effect on the date signing this MOU by the DASLP and KWS. It will be valid initially for three years. The collaboration would be periodically reviewed between the parties from time to time, and it can be extended as per mutual agreement.

  
Maj Gen Mahavir Singh  
Co-ordinator  
Amity Medical School  
Amity University Haryana

07 December 2011

  
Mr. Ashok C. Gupta,  
Vice-President  
Khushboo Welfare Society

07/12/2011





# AMITY UNIVERSITY

GURGAON

Established vide Government of Haryana Act No.10 of 2010

## DEPARTMENT OF AUDIOLOGY AND SPEECH-LANGUAGE PATHOLOGY

### LETTER OF COLLABORATION

1. The Department of Audiology and Speech – Language Pathology (DASLP) of Amity Medical School (AMS) at Amity University Haryana (AUH), Gurgaon will involve in offering the specific Audiological, Speech, and Language rehabilitative services for the children with communication disorders visiting at the "Continua Kids", Gurgaon.
2. The clinical supervisor/faculty of the DASLP would be actively involved along with the faculty/trainers of the Continua Kids in developing the individual or group therapy plans for the children with communication disorders.
3. The DASLP would like to be involved in the material development, awareness, promotional, vocational, and research activities addressing the specific need of the children with Communication disorders.
4. Supervision of BASLP students posted at Continua Kids will be monitored by faculty/supervisor of Amity as well as by the resource person of Continua Kids.
5. For above mentioned clinical orientation of I to VI Sem BASLP students no financial liability will be on either party.
6. The mutual collaboration will come into effect on the date signing this MOU by the DASLP and Continua Kids. The collaboration would be periodically reviewed between the parties from time to time, and it can be extended as per mutual agreement.

*Vijay Kumar*  
13.7.2018

**Vijay Kumar**  
HOD  
Department of Audiology and SLP  
Amity University Haryana

*Dr. Puja Kapoor*  
Dr. PUJA KAPOOR.

**Director**  
Continua Kids, Gurgaon

13.7.18.



No/MCH/Training/Nursing Staffs/Gurugram/19  
Gurugram Cloudnine Hospital, Sector 47, Haryana



To,  
The Principal  
Amity College of Nursing  
Gurugram (Manesar), Haryana

Subject: - Affiliation of clinical facilities for BSc. (Nursing), Post Basic BSc. Nursing, and MSc. nursing students of Amity College of Nursing in Cloudnine Hospital Gurugram. Permission for clinical training for a period of three years from 24.7.19 to 24.7.22.

In reference to the above the permission for the clinical facilities for BSc, Post BSc. And MSc (Nursing) students of Amity College of Nursing has been granted by competent authority in Cloudnine Hospital Gurugram for a period of three years from the 24.7.19 to 24.7.22.

The above facilities will be offered without remuneration.

Copy to: - BU Head, BUHR, NM Cloudnine Hospital Gurugram.

(For information and necessary action)

Gurugram  
26.07.2019

For Honor

Group Director- Nursing  
Ms. Usha Prabhakar  
Cloudnine Hospitals



No: CS-5/19 no-2019/934  
From

Date: 11-05-2019

Civil Surgeon  
Gurugram

To

Principal  
Amity University  
Haryana

Subject: Training of Nursing students.

As you are aware that building of District Civil Hospital has been declared as unsafe and process of shifting of departments has started to Civil Hospital sector-10 and Polyclinic sector-31, please note the list of departments to be shifted so that your students do not face any difficulty.

CH -10:

1. Gynae& Obs.
2. Paediatrics
3. Skin
4. Chest and TB
5. Medicine
6. Eye
7. Dental

Polyclinic sector-31

1. Surgery
2. Ortho
3. Medicine
4. Eye
5. ENT
6. Physiotherapy

*[Signature]*  
Civil Surgeon  
Gurugram

Letter No. CS-5/Hno-2019/939

Date: 11-05-2019.

From

Civil Surgeon  
Gurugram

To

Principal  
Amity College of Nursing  
Amity University Gurgaon

**Sub:** Permission for affiliation fee for clinical experiences of nursing students of Amity College of Nursing, Amity University Haryana at Civil Hospital/CHC/PHC. Sub Centers, Gurgaon.

In reference to your office letter no. AUH/ACON/S10/6-2019 dated 26.04.2019.

You are hereby granted permission for affiliation of clinical experiences of nursing students of your institutions at Civil Hospital/CHC/PHC/Sub Centers, Gurgaon. This permission has been granted vide office order from Director General Health Services Haryana vide letter no. Misc-DDNursing-2014/11-38 dated 20.03.2014.

You are to deposit Rs. Five thousands per student per year to the Department (District Health and Family Welfare Society, Gurugram).

*NOT: Subject to fully functional of all services.*

*Kanishk*  
Civil Surgeon  
Gurugram





**TULASI PSYCHIATRIC & REHABILITATION PVT LTD**  
Jonapur – Mandi Main Road, Mandi Gaon, New Delhi— 110047  
(Near Lingaya's Lalita Devi Inst. of Management & Science)

**TPRPL/MND/NUR-TRG/AMITY/2019/26**

**Dated:-28/11/2019**

To,

The Principal.

Amity College of Nursing,

Amity Education Valley Gurugram,

Manesar, Panchgaon, Haryana – 122413

**Subject:-** Permission letter for Psychiatry posting

Dear Sir/Mam,

This is to inform you that our management is pleased to accord approval of your **58 B. Sc. Nursing students of VI Semester & 02 P. B. B. Sc. Nursing students of IV Semester** for Psychiatry (Clinical) postings at our center in the month of March 2020 as desired.

It is also worth mentioning that Rs 500/- (Five hundred only) per student per month will be charged to facilitate the internship.

Thanks & Regards,

For and on behalf of Tulasi Healthcare (TPRPL)

**Anisha Mahay**  
**Manager – HR**  
**Tulasi Healthcare (TPRPL)**



सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL28488751989136R
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Unique Doc. Reference	: SUBIN-DL71500362593015742176R
Purchased by	: AMITY UNIVERSITY HARYANA
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AMITY UNIVERSITY HARYANA
Second Party	: Not Applicable
Stamp Duty Paid By	: AMITY UNIVERSITY HARYANA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") is made at New Delhi on 24<sup>th</sup> July, 2019.

### BY AND BETWEEN

Amity University Haryana, Gurugram, a university established under the Haryana Private Universities(Amendement) Act, 2010, having its Campus at Manesar, Gurugram

1

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



(here in after referred to as "AMITY" which expression shall, unless repugnant to the context and meaning thereof, include its representatives and permitted assigns) acting through its Authorized Signatory for the **First Part;**

**AND**

**National Institute of Pathology (NIP) of Indian Council of Medical Research (ICMR-NIP)**, Anasari Nagar, New Delhi, India, is a Centre for collection and distribution of teaching material in pathology. It was established in 1965 as The Indian Registry of Pathology (IRP) under the auspices of the Indian Council of Medical Research (ICMR) in New Delhi and renamed in 1980 as Institute of Pathology and in 2011 as the National Institute of Pathology (NIP) in view of its expanded scope and activities of pathology. The registered office of NIP is situated near Safdarjang Hospital Campus, Ansari Nagar East, New Delhi, Delhi 110029, (herein after referred to as "ICMR-NIP") through its authorized representative, which expression, unless repugnant to the context and meaning thereof, shall include its subsidiaries, affiliates and permitted assigns of the Second Part;

**AMITY and ICMR-NIP** shall be individually referred to a "Party" and collectively as Parties.

#### **PREAMBLE**

**WHEREAS** AMITY is a part of the amity education group, a leading education provider promoting quality education and research and offers varied graduate and Post graduate courses in Engineering, Bio-technology, Computer science, Health and Allied Sciences, Commerce and Management etc. and have established some of the reputed institutions in niche areas in the country.

**AND WHEREAS** ICMR-NIP is a well renowned research institute with state of the art pathological testing laboratory and has acquired good reputation in the country providing varied diagnostic tests and tertiary facilities in the field of Pathology esteemed for keeping abreast with the latest technology and testing equipments.

**NOW THEREFORE, IN CONSIDERATION FOR THE PERFORMANCE BY THE PARTIES OF THE PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:**

#### **1. SCOPE OF MOU:**

**AMITY and ICMR-NIP** have the common objective of developing well trained and high quality Medical Lab Technologists and for the aforementioned purpose the parties are entering into this MoU to formalize the academic exchanges between them. It is hereby agreed between the parties to govern the planning and provide students with successful delivery of learning, teaching and research by





offering Para Medical courses in Medical Lab Technology (MLT) including BSc. (MLT) (herein after referred to as "course"), and including its sub- specialties with provisions for direct as well as lateral entry.

## **2. RIGHTS AND RESPONSIBILITY OF AMITY**

- a) AMITY shall be responsible for delivery of courses and conduct of examinations.
- b) AMITY shall be responsible for recruiting faculty for the programs at AMITY.
- c) All theory and basic practicals would be conducted at AMITY and all the course materials shall be provided by AMITY at its own expense. Dates and schedule of examination for the course shall be announced by AMITY at appropriate time during the semester as per its protocol. The centers of examination and evaluation of answer script shall be assigned by AMITY.
- d) AMITY shall be responsible for the marketing of the programs/ courses and for co-ordination and management of student's admission / enrolment.
- e) AMITY shall be responsible for all administrative work relating to admission, collection of fees, etc. for the award of the degree, diplomas and certificates as the case may be.
- f) AMITY shall provide academic infrastructure including labs , students facilities etc. and accommodation, if required
- g) Infrastructure and Premises requirements as per the norms shall be the sole responsibility of AMITY.
- h) The conveyance of enrolled students to and from the training facility at NIP shall be the responsibility of AMITY.

## **3. RIGHTS AND RESPONSIBILITY OF ICMR-NIP**

- a) ICMR-NIP shall provide practical diagnostic histopathology and hematology exposure at its diagnostic Laboratories at Ansari Nagar, New Delhi by providing training as per curriculum schedule agreed upon by both parties for BSc MLT students of AMITY for a period of 10 months in total in the entire 3 years of the curriculum. ICMR-NIP may select number of students from UG programmes.
- b) ICMR-NIP may provide summer internship for about 2 months for both UG/PG from Mid-May to Mid-July. Selection of students can be done by ICMR-NIP.
- c) ICMR-NIP will not be responsible for providing accommodation to trainee/interns; the same has to be arranged by the students for the duration of training if at all required by them.
- d) ICMR-NIP shall provide the completion certificate of completion of training and summer internship to those students who have minimum attendance of 85% at their lab

and have completed training satisfactorily in the assessment conducted by NIP at the end of training.

e) ICMR-NIP shall share the schedule of training with AMITY through email. The said schedule shall be finalized by NIP upon mutual confirmation of the same with AMITY.

f) It shall be the responsibility of NIP at its own cost to ensure the arrangements of all reagent consumables, and it shall be the responsibility of ICMR-NIP at its own cost to provide trainers /demonstrator for training of the student enrolled for technical course with AMITY.

g) The part of the expenses towards the training of the students (eg: chemicals, consumables and plasticwares) upto a maximum of Rs 1500 may be recovered from the student at the commencement of the 6 months training as one time charge.

#### **CODE OF CONDUCT OF TRAINEES (MLT & SUMMER) NIP**

a) The BSc MLT students will undergo training for the diagnostic histopathology, hematology and special techniques will be under supervision of permanent technicians, students and scientists of NIP. They will abide by the rules of NIP during their training at NIP.

b) They shall not do patient reporting, communication of reports, disclosure of confidential information to persons unauthorized to receive it and any other activity that will jeopardise the welfare of patients/diagnostic procedures/scientist's welfare.

c) They will follow the conduct rules of NIP during their entire training period, a copy of which will be given to them during orientation programme. They shall not be involved in protests, strikes, intentional damage of govt property, ragging and will follow civil code of conduct, violation of which can lead to any action taken by ICMR-NIP with information to course co-ordinator at AMITY.

d) The expenses of training of students will be borne by ICMR-NIP. However, in cases of breakage and damage to the property, the same will be intimated to the course coordinator by the disciplinary committee of NIP for suitable action against the student.

e) The students will be entitled for leave as per rules laid down by ICMR-NIP which can be agreed upon on mutual discussions with students on case to case basis. However, in circumstances of prolonged unexplained absenteeism ICMR-NIP has the rights to terminate the training of individual candidates with a notice to the course coordinator from AMITY University.

f) ICMR-NIP also has the right to terminate training of an individual if he/she does not abide by the rules of conduct/is found to be guilty by ICMR-NIP of above mentioned violations after information to the course coordinator at AMITY University. ICMR-NIP



reserves the right then not to provide a completion certificate to the above mentioned student for misconduct.

f) Special Leaves:

In cases of extreme illness or special leaves like maternity ICMR-NIP reserves the right to give the student a completion certificate of only the duration for which the said student was present at ICMR-NIP. The case will be dealt with as per rules.

## **IMPLEMENTATION**

a) Each party shall designate a Coordinator who shall be the nodal officer to oversee and facilitate the implementation of the MoU. Coordinators so appointed by both the parties will be responsible for jointly executing the terms of this MoU as well as to formulate curriculum and modules for the various courses and for addressing all issues related to this Agreement. They will meet frequently in the beginning and then gradually structure the periodicity of the meetings as per the requirements and mutual agreement. In case of any dead lock the same shall be referred to the top authorized official of the both the parties or their duly authorized representative, who will collectively decide on resolving the deadlock in a time bound manner.

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e) None of the parties shall be liable for indirect or consequential damages.

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## **5. DURATION**



This MOU is valid for a period of 3 years from the date of signing by the parties (hereinafter referred to as "**Term**") unless terminated earlier in accordance with the terms of this MOU. This MOU can be extended further subject to revisions on mutual understanding in writing.

#### **6. COURSE MATERIAL COPYRIGHT**

Both the parties agree that the course material for training shall be a joint copyright of both the parties in case of termination of this MOU. NIP shall continue to be the joint copyright holder of the said teaching material and shall be free to use it as it may deem fit. Each party may use such property for research and scholarly purposes.

However any publications, patents, projects other copyright processes involving work done as a part of the training of students will have the sole copyright of the scientists of NIP, There will be no legal/ethical binding on the staff of NIP to include the students/Amity in the said processes and they (student/Amity university) and related people will have no legal claim over it.

#### **7. CONFIDENTIALITY**

Both the parties agree that they shall keep information confidential and not use the confidential information of each other except as specifically permitted under this MOU and shall not disclose any portion of the confidential information of each other to any person except those of its Representatives who have a need to know such confidential information for the performance of this MOU, provide that such representatives have executed a confidentiality agreement containing restrictions at least as restrictive as those herein.

Without limiting the foregoing, both the parties agree that they shall not copy or redistribute to third parties any documentation, research, patents and student related data/ information. This provision survives termination or expiration of this MOU.


Both parties would keep the terms of the MoU as well as any research, patents and students related data/ information strictly confidential.

#### **8. TERMINATION**

Either party may terminate this MoU by giving one month notice to the other party. However the students enrolled at any time during the subsistence of MoU shall complete their course including practical training.

#### **9. DISPUTE RESOLUTION**

Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this MOU shall be decided on mutual and amicable consultation. If the parties are unable to reach a mutually acceptable and agreed settlement of dispute then the same shall be



referred to the arbitration of the sole arbitrator to be appointed by the mutual consent of both the parties as per the provisions of the Arbitration and Conciliation Act 1996 and any amendments thereto. Award made in pursuance thereof shall be binding on both the parties. The language of arbitration shall be English and venue shall be New Delhi. The Courts in Delhi shall have exclusive jurisdiction on any matter arising out of this MoU.

#### RELATIONSHIP BETWEEN THE PARTIES

- a. Both Parties, in the performance of this MoU, shall be and act as an independent Party. No provision of this MoU shall be deemed to constitute a partnership or joint venture between the Parties.
- b. No provision of this MoU 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 MoU.

#### 10. ENTIRE MOU

This MoU constitutes the only understanding between the parties relating to the subject matter thereof except where expressly noted herein all prior negotiations, agreements and understanding, whether oral or written, are superseded, merged or cancelled hereby.

IN WITNESS WHERE OF, the parties hereto have set their hands to this MoU in the presence of the following witnesses, on the day, month and year first above written.



Signature with seal

For ICMR-National Institute of Pathology (NIP)

कार्यकारी निदेशक / Director-in-Charge  
आई.सी.एम.आर.- राष्ट्रीय विकृति विज्ञान संस्थान  
ICMR - National Institute of Pathology  
सफदरजंग अस्पताल परिसर  
Safdarjung Hospital Campus  
नई दिल्ली-110 029 / New Delhi-110 029



Signature with seal

For Amity University Haryana

Maj Gen (Dr.) Mahavir Singh  
MBBS ; MD (HA)

25 July 2019



Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 26/09/2019

Certificate No. G0Z2019I1970



Stamp Duty Paid : ₹ 101

GRN No. 57625086



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Amity University Haryana

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 0



**Buyer / Second Party Detail**

Name : Lal Path labs Foundation

H.No/Floor : Na

Sector/Ward : 38

LandMark : Na

City/Village : Gurugram

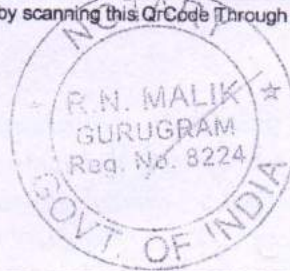
District : Gurugram

State : Haryana

Phone : 0

Purpose : MOU

The authenticity of this document can be verified by scanning this QR Code through smart phone or on the website <https://egrashry.nic.in>



**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made at Gurugram, Haryana on this 26<sup>th</sup> day of September 2019.

**BY AND BETWEEN**

**Amity University Haryana, Gurugram**, a university established under the Haryana Private Universities (Amendment) Act, 2010, having its Campus at Manesar, Gurugram Haryana 122413 (hereinafter referred to as "**AMITY**") which expression shall, unless repugnant to the context and meaning thereof, include its representatives and permitted assigns) acting through its Authorized Signatory \_\_\_\_\_ Secretary for the **First Part**;

**AND**

**Lal Path Labs Foundation**, a Trust having its Registered Office at 54, Eskay House, Hanuman Road, New Delhi-1100001 and Principal Place of business at 12th Floor, Tower-B, SAS Tower, Medicity, Sector 38, Gurgaon - 122001, Haryana (hereinafter referred to as "**LPL Foundation**") through its authorized representative \_\_\_\_\_, which expression, unless repugnant to the context and meaning thereof, shall include its subsidiaries, affiliates and permitted assigns of the **Second Part**;

**AMITY** and **LPL Foundation** shall be individually referred to a "Party" and collectively as Parties.



## PREAMBLE

**WHEREAS** AMITY is a part of the Amity Education Group, a leading education provider promoting quality education and research and offers various graduation and post-graduation courses in engineering, bio-technology, computer science, health and allied Sciences, commerce and management etc. and have established some of the reputed institutions in niche areas in the country.

**AND WHEREAS** AMITY has previously entered into a Memorandum of Understanding with Dr. Lal Path Labs Limited dated 6<sup>th</sup> November 2017, a well renowned pathological testing laboratory which has acquired over the past seven decades, the reputation and goodwill of being a premier institute in the country carrying on the business of conducting and providing varied diagnostic tests and facilities,

**AND WHEREAS** LPL Foundation has established a Centre for Excellence and Skill Lab (CFE) for effectively providing the practical training and hands-on experience in pathological testing to the students for developing well trained and high quality Medical Lab Technologists ("Purpose"). The Parties desire to enter into this MOU which shall supersede and replace the Memorandum of Understanding with Dr. Lal Path Labs Limited dated 6<sup>th</sup> November 2017, and all prior MOUs, agreements and understandings, oral or written, between AMITY and LPL Foundation or any of its associate companies with respect to the subject matter hereof.

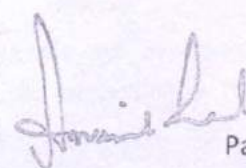
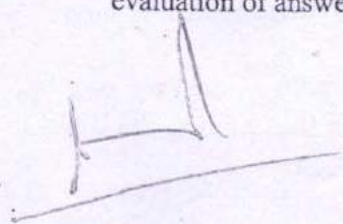
**NOW THEREFORE, IN CONSIDERATION FOR THE PERFORMANCE BY THE PARTIES OF THE PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:**

### **1. SCOPE OF MOU:**

AMITY and LPL Foundation are desirous of entering into this MOU to formalize the terms and condition of academic exchanges between them for the aforesaid Purpose and to govern the planning and provide students with successful delivery of learning, teaching and research by offering Para Medical courses in Medical Lab Technology (MLT) including BSc. (MLT) & MSc. (MLT) (herein after referred to as "Courses"), and including its sub-specialties with provisions for direct as well as lateral entry.

### **2. RIGHTS AND RESPONSIBILITY OF AMITY :**

- a) AMITY shall be responsible for delivery of courses and conduct of examination of the students.
- b) AMITY shall be responsible for recruiting qualified and expired faculty for the programs at AMITY's premises.
- c) All theory and basic practicals would be conducted at AMITY's premises and all the course materials (in soft and hard copy) shall be provided by AMITY at its own expense. The entire expenses for the course material, demonstrations, practical etc. shall be borne by AMITY. Dates and schedule of examination for the course shall be announced by AMITY at appropriate time, during the semester as per its protocol. The centres of examination and evaluation of answer script shall be assigned by AMITY.

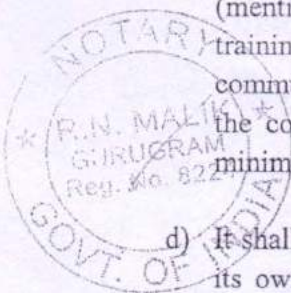




- d) AMITY shall share the study material (both in soft and hard copy) with LPL Foundation, so that the instructor or teaching faculty at CFE can prepare for such theory and practical training of the students.
- e) AMITY shall be responsible for the marketing of the programs/ courses and for co-ordination and management of student's admission / enrolment.
- f) AMITY shall be responsible for all administrative work relating to admission, providing Identity Card to all students, collection of fees, etc. for the award of the degree, diplomas and certificates as the case may be.
- g) AMITY shall provide academic infrastructure including labs , students facilities etc. and accommodation, if required.
- h) AMITY shall collect the entire fees from the students as per its own protocol.
- i) Infrastructure and premises requirements as per the norms shall be the sole responsibility of AMITY.
- j) The conveyance of enrolled students to and from the training facility at LPL Foundation shall be the responsibility of AMITY.

### 3. RIGHTS AND RESPONSIBILITY OF LPL FOUNDATION

- a) LPL Foundation shall provide practical diagnostic exposure at its Center for Excellence and Skill Lab (CFE) initially at Sector-14, Gurugram, Haryana by providing regular practical classes once a week for all students enrolled with AMITY in its technical courses.
- b) LPL Foundation shall share the schedule of classes (specifying the date, time, name of instructor, subject & course) with AMITY through email. The said schedule shall be finalized by LPL Foundation upon mutual confirmation of the same with AMITY.
- c) LPL Foundation shall provide 6(six) months internship to all the students who have completed the practical classes at CFE. AMITY shall share the complete list of the students who will be undergoing the practical classes at the CFE of LPL Foundation. The said internship would be at the designated centres of LPL Foundation in Delhi and NCR. The detailed plan of the internship (mentioning location of LPL Foundation center, name of students, timings, full time or short term training, etc.) would be prepared at sole discretion of LPL Foundation and same shall be communicated to students and AMITY, 7 (seven) days in advance. LPL Foundation shall provide the completion certificate of the internship training to AMITY for those students who have minimum attendance of 75% (seventy-five percent) at the CFE of LPL Foundation.
- d) It shall be the responsibility of LPL Foundation to ensure the arrangements of all consumables at its own cost, and it shall be the responsibility of LPL Foundation at its own cost to provide trainers / demonstrator for training of the student enrolled for technical course with AMITY.
- e) Any student creating nuisance and indulging in any undesirable act or immoral activities disturbing the peace and tranquility of LPL Foundation shall be immediately restrained from





entering the CFE of LPL Foundation, and his/her re-entry to CFE or any LPL Foundation's locations shall be at sole discretion of LPL Foundation. Further, AMITY shall indemnify LPL Foundation for any act or omission, which causes damages to the property or reputation of LPL Foundation.

- f) Both Parties may conduct joint research projects symposia conferences seminars and scholarly meetings, on mutually agreed basis.

#### 4. IMPLEMENTATION

a) Each Party shall designate a Coordinator who shall be the nodal officer to oversee and facilitate the implementation of the MOU. Coordinators so appointed by both the Parties shall be responsible for jointly executing the terms of this MOU as well as to formulate curriculum and modules for the various courses and for addressing all issues related to this MOU. They will meet frequently in the beginning and then gradually structure the periodicity of the meetings as per the requirements and mutual agreement. In case of any dead lock the same shall be referred to the top authorized official of the both the Parties or their duly authorized representative as mentioned under the Escalation Matrix under clause 13 of this MOU, who will collectively decide on resolving the deadlock in a time bound manner.

b) The Coordinators will also periodically review, audit and evaluate the progress of the academic programs in general and the productivity of the individual courses in particular and give its recommendations with a view to work out improvement in operations if any are required.

c) If during the operation of MOU, circumstances arise which call for alteration /modification of this MOU, the same shall be decided with the mutual consent of both the Parties and the addendum/amendment agreement will be signed between the Parties.

d) To the fullest extent permitted by applicable law, neither Party shall be liable to the other Party for any special, indirect, consequential, or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this MOU, any documents referenced in this MOU, or any addenda or amendment hereto even if the Parties have been advised of the possibility of such damages.

#### 5. STATUTORY COMPLIANCE

AMITY shall be responsible for all the statutory compliance of all kinds as required from time to time with respect to implementation/performance of this MOU. Both the Parties shall work together to ensure that the requirements of the various statutory bodies are adhered to in letter and spirit wherever applicable.

#### 6. DURATION

This MOU is valid for a period of three (3) years from 6<sup>th</sup> June 2019 till 5<sup>th</sup> June 2022 (hereinafter referred to as "Term") unless terminated earlier in accordance with the terms of this MOU. This MOU can be extended further subject to revisions on mutual and conditions in writing.

#### 7. CO-BRANDING

Both Parties agree that every communication (Leaflets/hoardings/Press ads/TV ads etc.) will be Co-branded with Party's name/style/logo being prominently displayed. However, as regard the issue of Degree/Diploma/Certificates by AMITY is concerned it will be as per its rules and regulations on the subject. In addition, certificate for successful completion of the real time diagnostic exposure/training



with regard to the Degree/Diploma/Certificates shall be issued to the candidate by LPL Foundation and will carry the signatures of an authorized signatory of LPL Foundation, in addition to that of AMITY.

Either Party shall not use other's brand name, logo, mark or any other intellectual property in any manner whatsoever, except for the Purpose of this Agreement.

#### **8. COURSE MATERIAL COPYRIGHT**

Both the Parties agree that the course material shall be a joint copyright of both the Parties during the term and upon the expiry/ termination/sooner determination of this MOU. LPL Foundation shall continue to be the joint copyright holder of the said teaching material and shall be free to use it as it may deem fit. Each Party may use such property for research and scholarly purposes.

#### **9. CONFIDENTIALITY**

Both the Parties agree that they shall keep information confidential and not use the confidential information of each other except as specifically permitted under this MOU and shall not disclose any portion of the confidential information of each other to any person except those of its Representatives who have a need to know such confidential information for the performance of this MOU, provided that such representatives have executed a confidentiality agreement containing restrictions at least as restrictive as those herein.

Without limiting the foregoing, both the Parties agree that they shall not copy or redistribute to third parties any documentation, research, patents and student related data/ information. This provision survives termination or expiration of this MOU for a period of 1(one) year.

Both Parties would keep the terms of the MOU as well as any research, patents and students related data/ information strictly confidential.

#### **10. FEE STRUCTURE / PAYMENT TERMS**

It is hereby agreed between the Parties that Amity shall pay a fixed fee of INR. 25,000/- (Rupees Twenty five Thousand only) for each enrolled student per course including cost of practical training and applicable taxes. It is hereby agreed between the Parties that AMITY shall make the payment of such Fees to LPL Foundation in two instalments as per the Schedule attached herewith as per **Annexure-1**.

#### **11. TERMINATION**

Either Party may terminate this MOU by giving three (3) months advance notice to the other Party. However, the students enrolled at any time during the subsistence of MOU shall complete their course including practical training and receive the degree.

#### **12. DISPUTE RESOLUTION**

Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this MOU shall be decided on mutual and amicable consultation. If the Parties are unable to reach a mutually acceptable and agreed settlement of dispute then the same shall be referred to the arbitration of the sole arbitrator to be appointed by the mutual consent of both the Parties as per the provisions of the Arbitration and Conciliation Act 1996 and any amendment thereof. Award made in pursuance thereof shall be binding on both the parties. Language of arbitration shall be English and venue shall be New Delhi.



13. **ESCALATION MATRIX:** The Parties shall raise any issues to each other as per below mentioned escalation matrix:

S. No.	Name of the concern person	Email Id	Contact No.
1 <sup>st</sup> Escalation	Dr Vikramsingh	Vsingh2@ggn.amity.edu	8802552461
2 <sup>nd</sup> Escalation	Dr M Vijay sinha	mvsinha@ggn.amity.edu	9717576987
3 <sup>rd</sup> Escalation	Gen .Mahavirsingh	mpaggarwal@ggn.amity.edu	9968410749

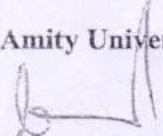
#### 14. ENTIRE MOU

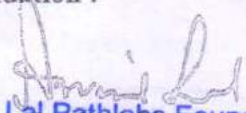
This MOU constitutes the only understanding between the Parties relating to the subject matter thereof except where expressly noted herein all prior negotiations, agreements and understanding, whether oral or written, are superseded, merged or cancelled hereby.

**IN WITNESS WHERE OF,** the Parties hereto have set their hands to this MOU in the presence of the following witnesses, on the day, month and year first above written.

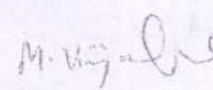
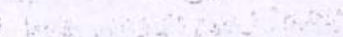
For Amity University:-

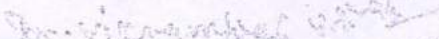
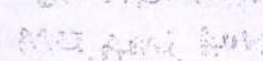
For Lal Path Labs Foundation :-

  
Authorized Signatory

  
Authorized Signatory

#### WITNESSES

1. Name:   
Address: 

2. Name:   
Address: 



ATTESTED

R.N. MALIK, ADVOCATE  
NOTARY, GURUGRAM, HR. (INDIA)

26 SEP 2019



## ANNEXURE -1

### Fee Structure

AMITY agrees and undertakes to make the payment of Course Fee ("fee") per student per technical course in the mode of Demand Draft/ Cheque in the Favour of "**Lal Path Labs Foundation**" AMITY shall make the payment of such Fees to LPL Foundation in two instalments as per the Fees Schedule given as under:-

Fees Schedule	
Course Fee	INR. 25,000/-plus taxes
Payment Term	Payable in 2 (two) Equal Instalments (1 <sup>st</sup> Instalment of INR. 12,500/- before the commencement of the course and the 2 <sup>nd</sup> instalment of INR. 12,500/-after the completion of one year )

#### Note:

1. Fee and other dues will be payable at the beginning of the training in instalments as detailed in the above table.
2. If the admission of a student is cancelled by AMITY for no fault of LPL Foundation, the fees paid will not be refunded.
3. The applicable taxes shall be exclusive on fee, if any. , if applicable would be charged on the fee.



R.N. MALIK, ADVOCATE  
NOTARY, GURUGRAM, HR. (INDIA)





उत्तर प्रदेश UTTAR PRADESH

97AC 244783

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AMITY UNIVERSITIES AND INSTITUTIONS  
AND  
FORTIS HEALTHCARE LIMITED**

This Memorandum of Understanding (hereinafter referred to as **MOU**) is made on this 19th day of April, 2017 by and between:

**AMITY UNIVERSITIES & INSTITUTIONS** sponsored and promoted by **Ritnand Balved Education Foundation (RBEF)**, registered under the Indian Laws, and having its registered office at **E-27, Defence Colony, New Delhi-110024**, (hereinafter referred to as "**AU**"), which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, through its authorized signatory, **Dr. W. Selvamurthy, President, Amity Science, Technology & Innovation Foundation (ASTIF)** of the **FIRST PART**;

**AND**

**FORTIS HEALTHCARE LIMITED**, a company registered under the Companies Act, 1956 and having its registered office at **Fortis Hospital Sector 62, Phase VIII, Mohali** (hereinafter referred to as "**FHL**"), which expression shall unless excluded or repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) through its authorized signatory, **Mr. Bhavdeep Singh, Chief Executive Officer of the SECOND PART**



*H. Singh*

Page 1 of 6

*M04*



Both Parties hereinafter shall be collectively referred to as "**Parties**" and individually as "**Party**".

## WHEREAS

- A. Amity University (**AU**) and Fortis Healthcare Limited (**FHL**) share common interests to foster academic and scientific collaboration in the fields of **Biomedical Sciences**, with a focus on academics and clinical and scientific translational research.
- B. **AU** and **FHL** have discussed and identified that a stronger relationship between the **Parties** shall be mutually beneficial and therefore propose to establish a formal relationship with each other.
- C. To achieve the above laudable objectives, both **Parties** have entered into this **MOU** with the intent to collaborate closely in academics and scientific research activities in the area of **Biomedical Sciences**.

## NOW THIS MOU WITNESSETH AS UNDER:

The **Parties** agree as under:

### 1. COMMENCEMENT AND DURATION

- 1.1. This **MOU** shall take effect on the date of signing and shall continue for a period of 5 years unless terminated earlier in accordance with the provisions of **Clause 7** of this **MOU**.
- 1.2. Representatives of the **Parties** may agree to review the operation of this **MOU** from time to time and constitute **Working Groups** to monitor and evaluate the progress and outcomes of this **MOU**.

### 2. FORCE OF THIS MOU

- 2.1. Unless specifically noted herein, this **MOU** is not intended to be of legal force and affect the **Parties** in any manner whatsoever. The **Parties** therefore agree and understand that this **MOU** shall not create or give rise to any legally binding obligations upon the each other.
- 2.2. The broad areas of engagement outlined in this **MOU** are described below to facilitate more detailed and specific negotiations between the **Parties** which may lead to the preparation and signing of one or more formal agreements (**Definitive Agreements**) between the **Parties**.



*[Handwritten signature]*

*[Handwritten signature]*



### 3. BROAD AREAS FOR COOPERATION

3.1. **AU** and **FHL** agree to hold discussions to identify key areas for joint and collaborative activities and their progress through:

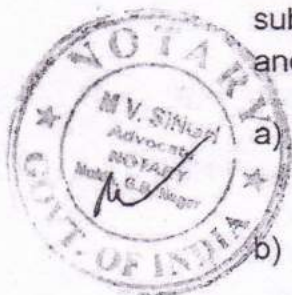
- (a) Promotion, implementation and execution of these joint and collaborative scientific and clinical research projects;
- (b) Organization of joint scientific workshops, seminars, conferences and working meetings at bilateral or multilateral levels;
- (c) Exchange of faculty, scientists, clinicians, researchers, scholars, students trainees etc., and facilitate mutual sharing of **Techno-Scientific knowledge** and knowhow;
- (d) Provision of opportunities for students of **Amity University** to undergo Internship programs at and across **Fortis Healthcare** network;
- (e) Engagement in joint supervision of **Ph.D.** programmes between **Amity University** and **Fortis Healthcare**;
- (f) Facilitation of faculty, consultants, residents staff of **Fortis Healthcare** to be registered as part time **Ph.D.** students at **Amity University**;
- (g) Facilitation of full time **Ph.D.** students from **Amity University**, access to patient information and research material, at the network hospitals of **Fortis Healthcare** for collaborative research and publication;
- (h) Invitation to faculty and consultants of **Fortis Healthcare** as **Visiting/Guest** faculty for training to students of **Amity University**; and
- (i) Any other initiative of mutual interest determined and agreed between **Parties** from time to time.

3.2. The areas of cooperation outlined above are described to facilitate more detailed and specific discussion and negotiation between **Parties**, which may lead to the preparation and execution of one or more formal agreements (**Definitive Agreements**) between **AU** and **FHL**.

### 4. JOINT CONTRIBUTIONS

4.1. Potential areas for collaborative research will be identified and recorded in subsequent research specific **Definitive Agreement(s)** that set out specific and relevant contributions by the **Parties**. This may include:

- a) Access to research laboratories and assistance in development of projects involving the **Parties**;
- b) Submission of research proposals to national and international organisations to obtain support for their common research projects;





4.2. In this endeavour **AU** and **FHL** shall work specifically in the areas defined in para 3.1 above.

4.3. The **Parties** also acknowledge that all specific financial arrangements proposed must be negotiated and all initiatives under this **MOU** shall be undertaken depend upon the availability of funds and regulatory approvals.

## 5. CONFIDENTIALITY AND PRIVACY

5.1. **AU** and **FHL** recognize that **Parties** will come into possession of information which the other **Party** may consider to be confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion).

5.2. **AU** and **FHL** covenant and agree that they shall not misuse divulge or at any time disclose to any third party, any confidential information of the other **Party**, without first having obtained prior written consent of the respective **Party**.

5.3. The obligations of confidentiality set out in Article 5.1 and 5.2 above, shall not apply to any information which is or hereafter falls into the public domain, or in the event that such disclosure of confidential information is required to be made to any regulatory, statutory or legal authority.

5.4. Each of the **Parties** shall disclose the confidential information of the other **Party** only to such of its own employees, and only on '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.

5.5. The receiving Party of the confidential information shall assume full responsibility for any breach or non-fulfilment of the obligations under this **MOU** by any person to whom access to any confidential information is granted.

5.6. The provisions of this Clause 5 are intended to and shall be binding upon the parties upon the signing of this **MOU**, and shall survive the termination or expiry of this **MOU**.

## 6. INTELLECTUAL PROPERTY

6.1. "Intellectual Property" means and includes all copyright, all rights in relation to inventions (including patent rights), register and unregistered trademarks, registered and unregistered designs and all other rights resulting from intellectual activity in the scientific, industrial, literary or artistic fields.



6.2. Each **Party** shall retain all rights to existing intellectual property belonging to it and contributed by it ("Background IP") at the commencement of each Research Project arising under this Agreement.

6.3. If any IPR issue emerges as a result of joint research, then a specific IPR addendum will be jointly agreed upon and recorded in writing between the **Parties**.

## 7. TERMINATION

7.1. Either of **AU** or **FHL** may terminate this **MOU** by giving three months prior written notice to the other **Party**.

7.2. The termination of this **MOU** shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

## 8. AMENDMENTS AND SUPPLEMENTARY AGREEMENTS

8.1. The **Parties** may agree to amend this **MOU** at any time by further memoranda in writing executed by the duly authorized signatories of both **Parties**.

8.2. The **Parties** shall wherever necessary enter into written **Definitive Agreement(s)** to facilitate collaborative activities arising from this **MOU**. Such agreements will specify the details of agreed activities and programs, including the contributions and responsibilities of the **Parties**, funding, intellectual property provisions, confidentiality, risk allocation and indemnity obligations of each **Party**.

## 9. USE OF NAME AND LOGO

9.1. No party shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of another **Party** without first obtaining prior written consent from the other **Party**. The **Parties** intend that this provision shall be binding upon **Parties** and shall survive the termination or expiry of this **MOU**.

## 10. COMPLIANCE WITH APPLICABLE LAWS

10.1. **Parties** shall be responsible for obtaining and complying with all statutory approvals, permissions, taking licenses etc. as may be necessary and applicable for the successful consummation of this **MOU**.

## 11. APPLICABLE LAW

11.1. This **MOU** and all questions arising out of its interpretation shall be construed in accordance with the laws of India.

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## 12. DISPUTE RESOLUTION AND JURISDICTION

- 12.1. In the event of disagreements on the interpretation and implementation of this **MOU**, the **Parties** shall make every effort and endeavour to resolve these disputes amicably by mutual agreement.
- 12.2. In the event the **Parties** fail to arrive at an amicable resolution the aggrieved **Party** may take recourse to **Court of Law**. The **Parties** irrevocably agree that the **Courts at New Delhi** shall have exclusive jurisdiction for any dispute arising out of this **MOU**.

**For Fortis Healthcare Limited**



Signature of Authorised Signatory

**Mr. Bhavdeep Singh**  
Chief Executive Officer

Date: 19<sup>th</sup> April, 2017

Witness 1

Name & Designation:

**DR UPENDRA KAUL**  
Executive Director  
& Dean,  
FEHI

Signature:

Date: 19 April 2017

Witness 2

Name & Designation:

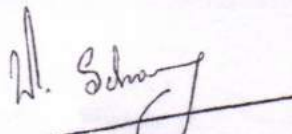
**Dr. VIJAY KHER**  
Chairman, Fortis Escorts  
Kidney & Urology Institute

Signature: 13.4.17

Date:

19 APR 2017

**For Amity Universities & Institutions**



Signature of Authorised Signatory

**Dr. W. Selvamurthy**  
President, Amity Science, Technology &  
Innovation Foundation (ASTIF)  
Amity Science, Technology & Innovation Foundation  
(A Research & Innovation Foundation of Amity Group)

Date: 19<sup>th</sup> April, 2017

Witness 1

Name & Designation:

**Dr Ajit K. Nagpal**  
Chairman, Board of Governors  
Rishi & Baldev Medical Foundation

Signature:

Date: 19/04/2017

Witness 2

Name & Designation:

**Prof (Dr.) Bhudev C. Das**  
Dean,  
Faculty of Health & Allied Sciences  
Amity University, Noida

Signature:

Date:

19/04/2017

**ATTESTED**



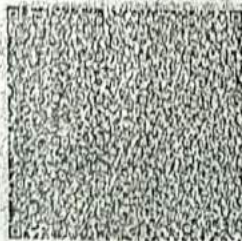


## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Unique Doc. Reference : SUBIN-DL712203036029207791480  
Purchased by : GLOBAL HEALTH PRIVATE LIMITED  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : GLOBAL HEALTH PRIVATE LIMITED  
Second Party : OTHERS  
Stamp Duty Paid By : GLOBAL HEALTH PRIVATE LIMITED  
Stamp Duty Amount (Rs.) : 100  
(One Hundred only)



.....Please write or type below this line.....

### AGREEMENT

This Agreement (the "Agreement") made on 12<sup>th</sup> day of April, 2016, by and between Amity University, a university established under the Haryana Private Universities (Amendment) Act, 2010, having its campus at Manesar, Gurgaon (hereinafter referred to as "AU", which expression shall,

Page 1 of 11



#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shsilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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repugnant to the context and meaning thereof, mean and include its executors, administrators, successors and permitted assigns); and Global Health Private Limited, a company incorporated and existing under the Companies Act, 1956 and having its registered office at E-18, Defence Colony, New Delhi - 110024 (hereinafter referred to as "GHPL", which expression shall unless repugnant to the context or meaning thereof, mean and include its executors, administrators, successors and permitted assigns). GHPL and AU shall be hereinafter collectively referred to as "Parties" and individually as a "Party".

#### WHEREAS:

- A. AU is a part of the Amity Education Group, a leading education provider promoting quality education and research having more than 85,000 students in 240 programs across 150 institutions spanning across 1000 acres of land with 5.1 million sq ft of built-up area. AU offers varied courses in engineering, bio-technology, computer science, information technology, nanotechnology, research, management courses, communication, design, fashion technology, law, etc. and having established some of the top-ranked institutions in niche areas in the country is now initiating courses in the area of 'medical and allied sciences'.
- B. GHPL is a company incorporated for purposes of, inter alia, providing world class healthcare facilities and owns and operates a world-class multi - super specialty hospital and state of the art research facilities at Sector 38, Gurgaon, Haryana - 122001 under the brand name "Medanta - The Medicity" ("Medanta").
- C. AU and MEDANTA have the common objective of developing well-trained and high quality human resources in the area of medical and allied sciences, including but not limited to nursing, medical lab technology, hospital administration, healthcare IT etc.
- D. Towards this, the Parties hereby agree to enter into this Agreement to record their understanding in offering to students certain courses in the field of medical and allied sciences as listed in Annexure 1 hereto ("Identified Courses") in collaboration with each other and on such terms and conditions as set out in this Agreement.

NOW, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### 1. SCOPE OF THIS AGREEMENT

- 1.1 The Parties hereby agree to collaborate together on the terms and the manner set out herein for the purpose of initiating and offering Identified Courses to students at AU's campus located at Manesar, Gurgaon ("Campus").
- 1.2 The Parties may mutually agree to add/ delete certain courses to/ from the list of Identified Courses. Further, in case a Party desires to initiate any additional course other than the Identified





Courses ("Additional Course"), subject to mutual agreement, both Parties shall make reasonable efforts to commence such Additional Course as soon as possible. Annexure 1 shall be accordingly amended and Identified Courses shall include such Additional Course.

- 13 Parties may mutually agree to conduct joint research projects, symposia, conferences, seminars and scholarly meetings on such terms and conditions as may be agreed with respect to such specific events from time to time.

## **2 ROLES AND RESPONSIBILITIES OF THE PARTIES**

### **2.1 AU's Roles and Responsibilities**

- 2.1.1 AU shall be responsible for ensuring availability of any and all resources and infrastructure required for the purpose of delivery of Identified Courses at the Campus (including but not limited to class rooms, library, laboratories, etc);
- 2.1.2 AU shall develop the curriculum and the course of the Identified Courses (in consultation with GHPL);
- 2.1.3 AU shall develop the eligibility criterion for the students applying for the Identified Courses (in consultation with GHPL) and shall conduct entrance examinations. Further, AU shall be responsible for co-ordination and management of admissions/ enrolment of the qualified students;
- 2.1.4 AU shall recruit required faculty for the Identified Courses to conduct classes and lectures including theory classes and practical training sessions;
- 2.1.5 AU shall be responsible for the marketing, promoting and advertising the Identified Courses in and outside India. AU undertakes to comply with the provisions of Clause 4 while for the marketing, promoting and advertising the Identified Courses;
- 2.1.6 AU shall be responsible for conducting examination and awarding degrees, diplomas and certificates (as the case may be) to the students in a timely manner;
- 2.1.7 AU shall provide for suitable transportation facilities for the Visiting Faculty (as defined in Clause 2.2.1 below) from Medanta to Campus and for students attending training session at Medanta from Campus to Medanta;
- 2.1.8 AU shall send 1 clinical instructor along with a batch of upto 30 students to accompany and supervise the students during their internships at Medanta;
- 2.1.9 AU shall comply with all applicable state and national laws and obtain and maintain any and all approvals and licenses as may be required for the purpose of setting up and operating a





university, initiating and offering Identified Courses to the students and undertaking and performing such other activities as may be required for the purpose of successful implementation of the Identified Courses. GHPL shall not be in any way liable for identifying the legal requirements, ensuring compliance with the same and/or for non-compliance and the consequences thereof;

2.1.10 AU shall ensure that GHPL receives the first right to recruit the students pursuing the Identified Courses for internships and full time placement at Medanta. GHPL shall have the 'right of first offer' and AU shall ensure that GHPL receives the opportunity to screen and interview the students before any third party. AU shall make best efforts to place the students selected by GHPL at Medanta for internships and full time placement, as the case may be. AU hereby agrees and acknowledges that GHPL gives no assurance or guarantees to absorb any minimum number of students pursuing the Identified Courses. It is clarified that GHPL may offer internships and/or full time placement to qualified students based purely on merits of the student and subject to availability at Medanta;

2.1.11 AU shall reimburse to GHPL any and all cost and expenses incurred by GHPL and Visiting Faculty in performing their roles and responsibilities as set out in Clause 2.2 below within 30 (Thirty) days from the receipt of invoice and supporting documents from GHPL. It is hereby clarified that GHPL shall not be responsible for incurring any cost, expenses or liability towards initiation and implementation of the Identified Courses other than the cost incurred by GHPL in performing its roles and responsibilities as set out in Clause 2.2 below. AU shall be solely responsible to arranging and providing any and all funds, resources and infrastructure required for successful initiation and implementation of the Identified Courses. However, in case GHPL, in its sole discretion, incurs any cost in this regard the same shall be reimbursed by AU to GHPL within the above prescribed period;

2.1.12 AU shall accommodate postgraduate trainees (e.g. DNB students) from Medanta who intend to join classes in basic sciences periodically;

2.1.12 AU shall accommodate post-graduate trainees (e.g. DNB students) from Medanta who intend to join classes in basic science periodically. However, this would be implemented after the Medical College is established at AUH (Manesar).

2.1.13 AU shall initiate any Additional Courses, if any, requested to be initiated by GHPL. In case AU refuses or fails to commence such Additional Courses within a mutually agreed time period, GHPL shall be free to collaborate with any other third party for the same;

2.1.14 AU shall undertake and perform such other responsibilities as may be necessary for the successful initiation and implementation of the Identified Courses.

## 22 GHPL's Roles and Responsibilities

2.2.1 GHPL would make available its physicians and consultants ("Visiting Faculty") to take classes and deliver lectures in Identified Courses at the Campus. Parties shall mutually agree on the physicians and consultants who shall constitute the Visiting Faculty from time to time. The





Visiting Faculty shall be available as per a mutually agreed schedule. Such mutually agreed schedule shall be subject to the availability of physicians and consultants from time to time and in case of unavailability of any member of the Visiting Faculty GI-IPL may send a substitute faculty.

- 2.2.2 GHPL would offer practical and/ or clinical training at Medanta to the students pursuing the Identified Courses. The nature, extent and schedule of such training shall be mutually agreed from time to time.

### 3. EXCLUSIVITY

- 3.1 AU shall not, during the Term of this Agreement, enter into similar arrangement for development and implementation of Identified Courses with any third party.
- 3.1 AU may not, during the term of this Agreement, enter into similar arrangement for the development and implementation of Identified Courses with any third party. However, if it is considered necessary for AU to enter into an Agreement with any third party the same will be discussed with GHPL prior to implementation.
- 3.2 Parties shall have the 'right of first offer' with respect to any Additional Courses desired to be initiated by the other Party. In case either Party desires to develop and offer any Additional Courses to students, such Party shall first offer to develop and offer such Additional Courses in collaboration with the other Party, however, in case the other Party refuses to collaborate with respect to such Additional Courses then the first Party shall be free to enter into arrangements with third party with respect to such Additional Courses.

### 4. USAGE OF INTELLECTUAL PROPERTY

- 4.1 The Parties hereby agree and AU hereby undertakes and warrants to ensure that the Identified Courses shall be marketed, advertised and promoted as being offered by AU 'in collaboration with Medanta'. Any and all material describing the Identified Courses or availability of Identified Courses at AU shall mention that such Identified Courses are being offered by AU 'in collaboration with Medanta'.
- 4.2 The Parties agree that they may use the proprietary marks (i.e. trade name and logo, "Intellectual Property") of each other on promotional materials, advertisements as prepared in relation to the promotion of the Identified Courses. Such use shall be subject to prior approval of the other Party with respect to the promotional materials and advertisements (content and format) prior to circulating or publishing the same.
- 4.3 No Party may use the Intellectual property of the other Party for any other purpose other than promotional activities in relation to the Identified Courses and this collaboration between AU and Medanta.
- 4.4 The Parties further agree that neither Party shall acquire any right whatsoever, through use, in the Intellectual Property of the other Party on account of the limited permitted use as per the terms of this Agreement. All such rights pertaining to use and title of all Intellectual Property of each Party shall exclusively vest with the respective Party.





- 4.5 The Parties covenant that the Parties shall forthwith upon learning of any unauthorized reproduction, use, or modifications of the Intellectual Property of the other Party inform such Party of the same and will assist the said Party in taking all actions deemed necessary against such acts, at the costs and expenses of the aggrieved Party.

## 5. REPRESENTATIONS AND WARRANTIES

- 5.1 Each Party hereby represents and warrants to the other Party that:

- (i) It has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;
- (ii) the execution, delivery and performance of this Agreement by it, does not and will not conflict with any legal, contractual, or organizational requirements;
- (iii) there are no pending or threatened legal, administrative, or other proceedings/labour dispute that if adversely determined, could reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement;
- (iv) it shall, upon earlier termination or expiry of this Agreement, comply with the provisions of Clause 8.4 below;
- (v) the authorization to use the Intellectual Property under Clause 4 above will not violate any proprietary rights of any third party, including, without limitation, confidential relationships, patent, trade secrets, copyright rights and any other proprietary rights.

- 5.2 In addition, AU hereby represents and warrants that:

- (i) It has the necessary infrastructure, manpower, expertise, experience and knowledge to initiate and commence the delivery of Identified Courses and Additional Courses in the manner envisaged in this Agreement and as required under applicable laws;
- (ii) It is in compliance with and shall continue to comply with all applicable state and national laws and has obtained and shall maintain during the Term of this Agreement any and all approvals and licenses as may be required for the purpose of setting up and operating a university in the state of Haryana, offering Identified Courses and the Additional Courses to the students and undertaking and performing such other activities as may be envisaged herein.

- 5.3 AU hereby agrees to indemnify, defend, hold harmless and keep indemnified, GHPL and its directors, officers, employees, agents and representatives against any losses, damages, liabilities, cost or expenses (including attorney's fees), actions, proceedings, penalties, fines, judgments, or





awards accruing to or made on GHPL arising out of breach of AU's obligations under this Agreement. It is further clarified that GHPL and/or the Visiting Faculty shall not in any way be responsible for any liability arising out of or relating to the operation and management of the University and delivery of Identified Courses and the Additional Courses to the students. AU shall keep GHPL indemnified against such liabilities.

6. INTENTIONALLY DELETED.

7. CONFIDENTIALITY

7.1 Each Party (the "Receiving Party") undertakes to keep and maintain all Confidential Information received from the other Party (the "Disclosing Party") in the strictest confidence and not to disclose such information to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall use the Confidential Information solely for the purpose of implementing the transaction contemplated herein and not for any other purpose.

7.2 The Receiving Party shall also ensure that its auditors, legal advisers, directors and employees (the "Permitted Recipients"):

- (i) shall only be given access to any Confidential Information received from the Disclosing Party on a 'need to know' basis and solely for the purposes of this Agreement and not for their own benefit or for the benefit of a third party;
- (ii) shall have been made aware of the requirements of confidentiality set out in this Agreement and such Permitted Recipients agree to comply with the said requirements;
- (iii) shall not cause or permit the Confidential Information to be disclosed to any third party;
- (iv) shall take all possible steps to safeguard the confidentiality of the Confidential Information, including, but not limited to, implementing security mechanism, notifying Disclosing Party of any suspected unauthorised disclosures and to do all things necessary, execute all documents and render all assistance reasonably required by the Disclosing Party in this regard; and
- (v) shall return promptly any and all copies of such Confidential Information to the Disclosing Party at its request.

The Disclosing Party may require the Receiving Party to verify compliance with this provision.

7.3 The provisions of this Clause shall not prevent either Party from disclosing any information where it can demonstrate and document that such information:-

- (i) was in its possession (with full right to disclose) prior to receiving it from the Disclosing Party; or
- (ii) is or subsequently comes into the public domain other than by breach of its obligations hereunder; or





- (iii) is independently developed by the Receiving Party; or
- (iv) was received from a third party who was free to divulge it; or
- (v) was required to be disclosed under an order or instruction from a Court or tribunal or other authority of competent jurisdiction.

## 8. TERMINATION AND CONSEQUENCES OF TERMINATION

8.1 This Agreement shall be valid for a period of 3 (three) year with effect from the date hereof unless otherwise terminated in accordance with this Clause ("Term"). The Term may be renewed further for such extended period and on such terms and conditions as may be mutually agreed between the Parties.

8.2 Either Party may terminate this Agreement by giving 30 (thirty) days prior written notice to the other Party without assigning any reason for the same.

8.2 Either party may terminate this Agreement by giving 30 (thirty) days prior written notice to the other party without assigning any reason for the same. However, course for which students have been admitted would continue to their completion.

8.3 GHPL may forthwith terminate this Agreement if:

- (i) AU fails to perform its material obligations under this Agreement and such failure is not cured within 30 (thirty) days of receiving a written notice requiring it to be remedied; or
- (ii) AU's acts or omissions bring disrepute to Medanta and its goodwill in any manner; or
- (iii) AU's management undergoes change

without releasing either Party from their respective obligations or liabilities under this Agreement which have accrued as on the date of termination of this Agreement and without affecting the rights and powers conferred by this Agreement on GHPL.

8.3 GHPL or AU may forthwith terminate this Agreement if:

- (i) Either party fails to perform its material obligations under this Agreement and such failure is not cured within 30 (thirty) days of receiving a written notice requiring it to be remedied; or
- (ii) Either party's acts or omissions bring disrepute to the other party and its goodwill in any manner; or
- (iii) AU's or Medanta's management undergoes change

Without releasing either party from their respective obligation or liabilities under this Agreement which have accrued as on the date of termination of this agreement and without affecting the rights and powers conferred by this Agreement on GHPL. However, course for which students have been admitted would continue to their completion.



On expiry or earlier termination of this Agreement, within 1 (one) week from the date of expiry/termination:

- (i) each Party shall hand over all Confidential Information in its possession belonging to the other Party to the other Party;
- (ii) each Party shall cease to use the other Party's Intellectual Property and all promotional material (in physical and/or electronic form) which includes other Party's Intellectual Property or represent any kind of association between the Parties. Such promotional material must be destroyed and not put to any further use.
- (iii) each Party shall continue to remain solely liable and responsible towards its liabilities accrued till the date of termination of this Agreement; and
- (iv) neither Party shall be entitled to any compensation on account of such termination, except as envisaged herein.





## 9. GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 This Agreement shall be construed in accordance with and governed by the laws of India. The Parties will attempt in good faith to resolve any dispute or claim arising from, out of or relating to this Agreement through friendly negotiations. If the dispute is not resolved through friendly negotiation within a period 30 (thirty) days from the date of receipt of a written notice from a Party to other, such dispute shall be resolved by a sole arbitrator (jointly appointed by both Parties), through arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be New Delhi. The decision or award given by the sole arbitrator shall be final and binding on the Parties.

## 10. MISCELLANEOUS

- 10.1 Notice: Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent (i) upon delivery when delivered by hand, (ii) 3 (three) days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking delivery, (iii) when transmitted, if sent by confirmed facsimile, or (iv) 14 (fourteen) days after the date sent, if sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To GHPL: Global Health Private Limited  
E-18, Defence Colony,  
New Delhi - 110024.

With a copy to: \_\_\_\_\_

Medanta - The Medicity  
Sector 38, Gurgaon, Haryana - 122001.

To AU: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No communication exchanged by, originated from, or received by either Parties shall bind either, or in any manner alter the terms of this agreement, and the rights and duties of the parties mentioned herein. Electronic mails that purport to state, aver, declare, or acknowledge anything





other than information exchange, or procedural instructions and guidelines not specifically stated in this agreement shall be deemed void and invalid to such extent, and shall be read accordingly.

- 10.2 Each Party has hereby designated the following employees as 'Coordinators' for the purposes of acting as the sole point in contact and these Coordinators shall be empowered to discuss and reach agreement on any actions with regard to any operational aspect of the Service contemplated under this Agreement:

From GHPL: \_\_\_\_\_

From AU: \_\_\_\_\_

- 10.3 Entire Agreement: This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.

- 10.4 Amendments: This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

- 10.5 Waiver: No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision.

- 10.6 Independent Rights: Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such right shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

- 10.7 Severability: Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, the Parties shall negotiate, in good faith, a valid, legal and enforceable substitute provision or provisions, which most nearly effect the intention of the Parties.

- 10.8 Relationship: The relationship between Parties is that of an independent contractor and neither Party hereto is an agent or partner of the other Party for any purpose whatsoever.

- 10.9 Assignment: Neither Party shall assign this Agreement or its rights and obligation hereunder without the prior written consent of the other Party.



10.10 Counterparts: This Agreement shall be executed in two (2) or more counterparts, all of which shall constitute one and the same agreement.

10.11 Survival: Such Clauses which by its very nature should survive the expiry and termination of this Agreement shall survive the termination or expiry of this Agreement.

IN WITNESS WHEREOF, the Parties by their duly authorised representatives have executed this Agreement on the day first above written:

SIGNED for and on behalf of Amity University

Signature

Name

Position

SIGNED for and on behalf of Global Health Private Limited

Signature

Name

Position



Witness

Signature

Name

Position

Witness

Signature

Name

Position

*Richa Singh*  
Richa Singh  
Legal Dept.



Bond		Indian-Non Judicial Stamp Haryana Government		Date : 03/09/2021
Certificate No.	G0C2021I216		Stamp Duty Paid : ₹ 101 (Rs. Only)	
GRN No.	81228916		Penalty : ₹ 0 (Rs. Zero Only)	
<b>Deponent</b>				
Name :	Amity University Haryana			
H.No/Floor :	00	Sector/Ward :	00	Landmark : 00
City/Village :	Pachgaon	District :	Gurugram	State : Haryana
Phone :	99*****46			
				
Purpose : MOU With Paras Hospital Gurugram to be submitted at Concerned office				

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

### MEMORANDUM OF UNDERSTANDING

This **Memorandum to Understanding** ("MOU/ Agreement") is made and executed on this 8<sup>th</sup> day of September 2021 ("Execution Date or Effective Date") at Gurugram, Haryana-122001

By and Between:

**AMITY UNIVERSITY Gurugram (Manesar)**, A University established under the Haryana private Universities (Amendment) Act, 2010, having its campus at Manesar, Gurugram, acting through its authorized representative Dr. Ravi Manuja, Registrar, Amity University Haryana [hereinafter referred to as "AU" which expression shall, unless repugnant to the context and meaning thereof, include its successors and assigns] of the First Part;

**And**

**PARAS HEALTHCARE PRIVATE LIMITED**, A company incorporated under the companies Act, 1956, having its registered office Paras Hospitals, C-Block, Sushant Lok, Sector-43, Gurugram-122002 acting through, Dr Sameer Kulkarni, Regional Director [hereinafter referred to as "PHPL or Paras" which expression shall, unless repugnant to the context and meaning thereof, include its successors and assigns] of the Second Part.

AU and PHPL are each referred to individually as a "**Party**" and collectively as "**Parties**"

**WHEREAS** Amity University (AU) is a part of the Amity Education Group, a leading education provider promoting quality education and research have more than 1,00,000 students in 240 programmes across 150 institutions spanning across 1000 acres of land with 5.1 million sq. ft. of built-up area. Amity offers varied courses in engineering, bio-technology, computer science, information technology, nanotechnology, research, management courses, communication design, fashion technology, law, number of



*Manuja*

*[Signature]*





international courses etc. and having established some of the top-ranked institutions in niche areas in the country are now initiating courses in the area of medical and allied sciences.

**AND WHEREAS**, PHPL is a leading healthcare service provider operating and managing in Gurugram with 250 bedded multi-speciality-super-speciality hospital under the brand "Paras Hospitals" located at C-Block, Sushant Lok, Sector-43, Gurugram-122001, Haryana and special interests in the training and education in the field of medical and allied sciences (the "Hospital").

**AND WHEREAS**, AU and PHPL have the common objective of skill development in the area of medical and allied sciences, including but not limited to nursing, medical lab technology, hospital administration, healthcare IT etc.

**AND WHEREAS**, the Memorandum of Understanding dated July 22, 2011 which was entered into between the Parties in terms wherein the Hospital has agreed to provide the internship to the students of the AU with the terms and conditions as set out in the MOU (hereinafter referred to as the "**Original MOU**")

**AND WHEREAS**, the Term of the Original MOU was expired on July 21, 2014, the Parties have agreed to extend the Term of the Original MOU for 03 (Three) years from the Effective Date of this Agreement such term shall be commence from September 8, 2021 to September 07, 2024 and all the other terms and conditions of the Original Agreement shall apply mutatis and mutandis.

**AND WHEREAS**, the Parties have agreed to execute fresh Memorandum of Understanding with all the terms and conditions of the Original Agreement shall apply mutatis and mutandis.

**NOW, THEREFORE**, in consideration of the premises and mutual agreements and covenants contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties with the intent to be legally bound hereby covenant and agree as follows:

#### **ARTICLE-1-PURPOSE**

AU and PHPL have the common objective of skill development in the area of medical and allied sciences, including but not limited to nursing, medical lab technology, hospital administration, healthcare IT etc. The objective of this MoU is to establish the commitment, responsibilities and understanding between the two parties that will govern the planning and successful delivery of learning, teaching, and research and student experience.

#### **ARTICLE-2-RESPONSIBILITY AREAS**

- 2.1. AU shall be responsible for delivery of course and conducting examinations.
- 2.2. AU shall be responsible for recruiting faculty both full-time, part-time for the programmes. PHPL would send its faculty to deliver certain lectures desired for some courses from time to time, at AU, agreed to by mutual agreement between both the parties from time to time.
- 2.3. All theory and contact classes shall be conducted by AU.
- 2.4. AU shall be responsible for the marketing of the programmes and for co-coordinator and management of student's admission/enrolment.





2.5. AU would be responsible for the award of degrees, diplomas, and certificates as the case may be.

2.6. AU provide academic infrastructure including labs, student's facilities etc and accommodation, if required and available.

2.7. The practical /or clinical training would be conducted at PHPL while most practical sessions would be conducted at the hospital, a basic level lab would also be established at a AU division of practical/clinical training will be decided by mutual agreement between both the parties from time to time.

2.8. Commuting and transportation of the faculty of PHPL from and to the AU or elsewhere when it is for the purpose in furtherance of this MoU, shall be borne by the AU.

2.9. PHPL may consider offering internship and full time placements to the students of the programmes run jointly, on the principle of first right of refusal. PHPL will also guide and accordingly assist, the AU in getting placement for the students. Where ever possible it is understood by both the parties that PHPL doesn't in any way guarantee the job placements for the qualified students.

2.10. Both parties may conduct joint research projects, symposia, conference, seminars and scholarly meeting, if mutually agreed and whenever possible.

2.11. AU will collect all fee from the students. Faculties of PHPL will be adequately compensated for their role in teaching programs, on mutually agreed terms and conditions.

2.12. AU has represented that it has full time faculty for basic sciences (Anatomy physiology, pathology, and pharmacology) for its programs, particularly for nursing courses further, it is understood by both the parties that AU shall also accommodate PHPL postgraduate trainees (e.g. DNB students) who intend to join the classes in basic sciences periodically.

2.13. The present list of 27 courses already grouped from 2.1 to 2.8 is agreeable to both parties.

2.14. AU specifically agrees to and acknowledges the following:

- i. PHPL may at any time in its sole discretion, termination the internship without notice or cause.
- ii. Intern shall maintain a regular internship schedule determine by the Intern and their supervision.
- iii. Intern will demonstrate honesty, punctuality, courtesy, cooperative attitude, proper health and grooming habits, appropriate dress and a willingness to learn.
- iv. Intern will obey the policies, rules and regulations of the Hospital and comply with PHPL's business practices and procedures.
- v. Intern will furnish his/her supervisor with all necessary information pertaining to unpaid internship, including related assignments and reports.



*M. M. M.*

*[Signature]*





- vi. Under no circumstances will Intern leave the internship without first conferring with Intern's supervisor.

### **ARTICLE-3-IMPLEMENTATION**

- 3.1. Each party shall designate a coordinator who shall be the nodal officer to oversee and facilitate the implementation of the MoU. The coordinators so appointed by both the parties will be responsible for jointly executing the terms of agreement as well as to formulate curricula and modules for the various courses and for addressing all issues related to this collaboration. The two coordinators will meet frequently in the beginning and then gradually structure the periodicity of the meetings as per the requirements and mutual agreement. In case of any deadlock the same shall be referred to the top authorized official of the both the parties or their duly authorized representatives, who will collectively decide on resolving the deadlock in a time bound manner.
- 3.2. The coordinators will also periodically review, audit and evaluate the progress of the academic programs in general and the productivity of the individual courses in particular and given their recommendations with a view to work out improvements in operations, if any are required.
- 3.3. If during operation of the agreement, circumstances arise which can cause alteration/modification of this agreement, the same shall be decided with the mutual consent of both the concerned parties.
- 3.4. While the MoU will not bind exclusivity to either party, if there are specific areas / programmes for which exclusivity would be essential, this can be mutually agreed upon and added as an Annexure to the MoU.
- 3.5. None of the parties shall be liable for indirect or consequential damages except as set out in this Agreement.

### **ARTICLE-4-STATUTORY COMPLIANCE**

the Parties would work together to ensure that the requirements of the various statutory bodies including but not limited to the NCI, MCI, PCI etc. are adhered to in letter and spirit.

### **ARTICLE-5-DURATION, TERMINATION AND CONSEQUENCES OF TERMINATION**

- 5.1. This MoU will come into effect on the date of signing and will be valid for an initial period of 03 (Three) years (i.e. September 8, 2021 to September 07, 2024) unless terminated earlier by PHPL in accordance with terms of this Agreement ("Term"). This Agreement may be renewed for an extended period (where such extended period shall be deemed part of the Term) based on mutual agreement between Parties by a written notice from either Party within 30 days prior to the expiry of the Term.
- 5.2. Either party may terminate this MoU by giving 3 (three) months advance notice to the other party. However the students enrolled at any time during the currency of this MoU shall complete their course including practical training and receive the Degree/Diplomas.



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5.3. In case of termination or expiration of this Agreement, the Student of the AU shall vacate the Hospital immediately on expiry or termination of this Agreement.

5.4. Notwithstanding anything contained in this Agreement, either party may terminate this Agreement:

- i. The other party fails to perform its material obligations under this MOU and such failure is not cured within 30 days of receiving a written notice;
- ii. The other party's acts or omissions bring disrepute to the terminating party and its goodwill in any manner; and
- iii. The each party forthwith upon written notice to the other Party, if any proceedings under any law relating to insolvency are commenced against the other Party or if any Party makes an application under any such law for being adjudged / declared an insolvent

5.5. Upon termination of this Agreement the Parties shall immediately return all confidential material and information that may have been made available to each other during the Term; and

5.6. Each party shall continue to remain solely liable and responsible towards its liabilities accrued till the date of termination of this Agreement.

#### ARTICLE-6-CONFIDENTIALITY

6.1. The AU shall keep and maintain all terms of this Agreement, any information, whether written or oral, which relates to business methodologies, systems, personal data of the Customers or guests, formulas, technical data, system study reports, system requirements, specifications, designs, drawings, business models, or other information in any format belonging to the Hospital, which may be provided by Paras to the AU's students, or which may come to the knowledge of AU's students by virtue of this Agreement, whether or not specifically marked as being confidential in nature and whether provided either in electronic or physical form (collectively referred to as "Confidential Information") in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure. The AU shall not disclose any confidential information to any third party, except with other Party's prior written consent. On termination or expiration of this Agreement, or at any time as the disclosing party so requests, destroy all memoranda, notes, records, reports, media and other documents and materials (all copies thereof) regarding or including any Confidential Information which the receiving party may then possess or have under its control.

6.2. The Parties would keep the terms of the MoU as well as any research patents and student related date/information strictly confidential.

6.3. The Confidential Clause shall survive after expiry of the Term or termination of this Agreement.



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## **ARTICLE-7-GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

7.1.The Governing law of the Agreement shall be the substantive laws of India and the courts at New Delhi shall have exclusive jurisdiction of this Agreement.

7.2.Every dispute difference or question which may at any time arise between the parties hereto or any person training under them, touching or arising out or in respect of this MoU shall be decided on mutual and amicable consultation. If the parties are unable to reach a mutually acceptable and agreed settlement of the dispute the same shall be referred to the arbitration of the sole arbitrator to be appointed by the mutual consent of the parties as per the provisions of the Arbitrator and conciliation Act, 1996 as amended from time to time, Award made in pursuance thereof shall be binding on both the parties. Language of Arbitration shall be English.

7.3.The Seat and venue of the Arbitration shall be New Delhi.

## **ARTICLE-8-MICELLANEOUS:**

8.1.Indemnity: AU shall hereby agrees to indemnify, defend, hold harmless and keep indemnified, PHPL and its respective officers, directors, stakeholders, employees, agents and representatives against any losses, damages, liabilities, actions, proceedings, penalties, fines, judgments or awards, accruing to or made on PHPL arising out of (i) implementation of the training & internship Program at Paras Hospital; (ii) breach of confidentiality; (iii) breach of applicable laws; and (iv) acts and omission of its students etc..

8.2.Severability: it any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

8.3.Usage of Intellectual Property: The intellectual property rights in the trade name/trademark/logo/design/any other intellectual property of PHPL shall be the absolute property of PHPL at all times and AU shall use PHPL's intellectual property either during the Term of this Agreement or after the expiry thereof without written permission of PHPL.

8.4.Assignment: AU shall not assign its rights, benefits and obligations under this MOU to any other party without prior written approval of Paras.

8.5.Notice: All notice and communications issued pursuant hereto shall be in writing and shall be deemed duly given if personally delivered, mailed by registered mail, sent by courier or transmitted by electronic mail, addressed to the Parties at their respective addresses set out in the title of this Agreement or any other address as may be agreed between Parties. All notices shall be deemed duly served: (a) through registered mail, within 7 days of putting in mail; (b) through courier, within 5 days of sending; (c) through electronic mail, on the date and at the time of sending the electronic mail provided that



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an automatically generated 'delivery failed' message is not received by the sender; and  
(d) by hand, at the time of such delivery

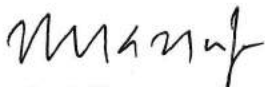
- 8.6. Non-Solicit: Neither party shall employ or attempt to employ any person involved or was in the employment of the other party at any time during the term of the Agreement or preceding 12 (twelve) months from the expiry or termination of the Agreement without express permission of the other party.
- 8.7. Amendment: This Agreement including the Schedules and / or annexure may only be amended by an instrument in writing duly signed by the Parties.
- 8.8. Entire Agreement: This MoU constitutes the only understanding between the parties relating to the subject matter hereof except where expressly noted herein and all prior negotiations agreements and understandings, whether oral or written, are superseded merged or cancelled hereby.
- 8.9. Counterparts: This Agreement may be executed in two counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the day, month and year given herein above written in the presence of:-

Signed, sealed and delivered

For and on behalf of

**Amity University**



**Authorized Signatory**

**Registrar**  
**Amity University, Haryana**  
**Manesar, Gurugram 122413**

Signed, signed and delivered

for and on behalf of

**Paras Healthcare Private Limited**



**Authorized Signatory**



**Medical Superintendent**  
**Paras Healthcare Pvt. Ltd.**  
**PARAS HOSPITALS**  
**C-1, Sushant Lok, Phase-1**  
**Sector-43, Gurgaon-122002**



# MEMORANDUM OF UNDERSTANDING (MoU)

Between

**AMITY UNIVERSITY, GURGAON (Manesar)**, a University established under the Haryana Private Universities (Amendment) Act, 2010, having its campus at Manesar, Gurgaon, acting through its authorized representative [hereinafter referred to as "AUG", which expression shall, unless repugnant to the context and meaning thereof, include its successors and assigns] of the **First Part**;

And

**ARTEMIS MEDICARE SERVICES LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 414/1, 4<sup>th</sup> Floor, DDA Commercial Complex District Centre, Janakpuri, New Delhi-110058, acting through its authorized representative Mr. Navneet Goel, Head-Legal & Company Secretary (hereinafter referred to as "ARTEMIS", which expression shall, unless repugnant to the context and meaning thereof, include its successors and assigns) of the **Second Part**.

(AUG and ARTEMIS are each referred to individually as a "Party" and collectively as "Parties".)

## **WHEREAS**

AUG is a part of the Amity Education Group, a leading education provider promoting quality education & research having more than 85,000 students in 240 programs across 150 institutions spanning across 1000 acres of land with 5.1 million sq. ft. of built-up area. AUG offers varied courses in engineering, bio-technology, computer science, information technology, nanotechnology, research, management courses, communication, design, fashion technology, law, etc. is now initiating courses in the area of 'medical and allied health sciences'.

ARTEMIS is a leading healthcare service provider operating Artemis Hospital in Sector-51, Gurgaon-122001, Haryana (hereinafter referred to as **Hospital**) with number of specialty and super-specialty areas and a special interest in the field of Medical & Paramedical Education. Hospital is accredited by NABH & JCI and is offering some courses in medical science accredited by the National Board of Examination (NBE).

**NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

### **1. PURPOSE**

AUG and ARTEMIS have the common objective of developing well-trained and high quality human resources in the area of medical and allied sciences, including but not limited to nursing, medical lab technology, hospital administration, healthcare IT etc.

The objective of this MoU is to establish the commitment, responsibilities, and understanding between the two parties that will govern the planning and successful delivery of learning, teaching, research and student experience including conducting Joint certification Programme(s) proposed to be conducted by ARTEMIS.

### **2. DUTIES & RESPONSIBILITY AREAS OF PARTIES**

- a. Parties shall jointly undertake Certification programs for eligible Doctors/Nurses/Para-medical aspirants, wherein AUG shall provide practical training in its laboratories at its campus and Artemis shall impart off the job observership and hands-on training (Subject to Medical Council of India Regulations and other applicable laws). However, prior approval of the Academic Council of the University would be obtained for conducting each Certification Program as per University norms. On successful completion of Certification Program, parties shall issue a certificate which shall bear the name and logo of both the parties to evidence successful



- completion. It is understood by both the parties that this certificate shall be the only conclusive evidence of completion of Program and that the same shall be jointly signed by the Parties.
- b. Parties may advertise and market the Certification Program, along with name and logo of both the parties, by way of advertisement in website(s), publication of brochures and application forms, pamphlets, hoardings and canvassing through visit(s) in potential areas.
  - c. Parties shall extend mutual co-operation in order to plan and deliver learning, training, teaching, research and development modules utilizing the potential of respective parties from time to time.
  - d. Artemis may offer internships and full-time placements to the students of the AUG on merit and competitive basis. Further, those nursing students of AUG who have B.Sc. (Nursing) degree and are duly registered with the Nursing council may be selected by Artemis for undertaking clinical training in various specializations, whereas those students who are pursuing B.Sc (Nursing) shall be selected by Artemis for imparting certain credit hours for attending off the job observership and hands-on training at Artemis. Similarly, Nurses of Artemis having diploma in nursing may be selected by AUG for offering post basic nursing courses at its campus while they continue working at Artemis for clinical training. Similarly, students of Medical Lab Technology would be provided hands on training at Artemis Path Lab.
  - e. Parties may conduct joint research projects, symposia, conferences, seminars and scholarly meetings, if mutually agreed and where possible.
  - f. AUG has represented that it has full time and part time faculty for basic sciences (Anatomy, Physiology, Pathology, and Pharmacology) for its programs, for nursing courses only. Further, it is understood by both the parties that AUG shall also accommodate Artemis postgraduate trainees (e.g. DNB students) who intend to join classes in basic sciences periodically when Amity Medical College starts functioning.

### 3. IMPLEMENTATION

- a. Each party shall designate a Coordinator who shall be the nodal officer to oversee and facilitate the implementation of this MoU. The Coordinators so appointed by both the parties will be responsible for jointly executing the terms of MoU as well as to formulate curricula and modules for the various courses and for addressing all issues related to this collaboration. The two Coordinators will meet frequently in the beginning and then gradually structure the periodicity of the meetings as per the requirements and mutual agreement. In case of any deadlock the same shall be referred to the top authorized official of the both the parties or their duly authorized representatives, who will collectively decide on resolving the deadlock in a time bound manner.
- b. The Coordinators will also periodically review, audit and evaluate the progress of the academic programs in general and the productivity of the individual courses in particular and give their recommendations with a view to work out improvements in operations, if any, are required.
- c. If during the operation of the MoU, circumstances arise which call for alteration / modification of this MoU, the same shall be decided with the mutual consent of both the concerned parties.
- d. While the MoU will not bind exclusivity to either party, if there are specific areas / programmes for which exclusivity would be essential, this can be mutually agreed upon and added as an Annexure to the MoU.
- e. None of the parties shall be liable for indirect or consequential damages.

### 4. STATUTORY COMPLIANCE

Both parties would work together to ensure that the requirements of the various statutory bodies including but not limited to the NCL, MCI, PCI etc. are adhered to in letter and spirit.

### 5. TERM & TERMINATION

This MoU will come into effect on the date of signing and will be valid for an initial period of three years and shall stand automatically renewed unless terminated by either party by giving 30 days advance written notice to the other party.

Either Party may terminate this MoU by giving 3 (three) months advance notice to the other party. However the students enrolled at any time during the currency of this MoU shall complete their course including practical training and receive the Degrees/Diplomas.



## 6. CONFIDENTIALITY •

Both parties would keep the terms of the MoU as well as any research, patents and student related data/information strictly confidential.

## 7. DISPUTE RESOLUTION & JURISDICTION

Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this MoU shall be decided on mutual and amicable consultation. If the parties are unable to reach a mutually acceptable and agreed settlement of the dispute then the same shall be referred to the arbitration of the sole arbitrator to be appointed by the mutual consent of both the parties as per the provisions of the Arbitration and Conciliation Act, 1996. Award made in pursuance thereof shall be binding on both the parties. Language of Arbitration shall be English and venue shall be New Delhi.

Save as aforesaid, Parties hereby submit to the exclusive jurisdiction of the Courts/Tribunals at Gurgaon for all matters arising out of or in connection with this MoU.

## 8. MISCELLANEOUS

- a. **Capacity:** Each party hereto represents and warrants to the other that it has full legal power and authority to carry on its business and to enter into this MoU and perform all of its obligations hereunder.
- b. **Relationship:** This MoU is only on principal to principal basis and does not give rise to any principal and agent relationship or joint venture between the parties.
- c. **Indemnification:** Parties hereby agree to indemnify, defend hold harmless and keep indemnified, each other and its directors, officers, employees, agents and representatives against any losses, damages, liabilities, cost or expenses (including attorney's fees), claims, suits, actions, proceedings, demands, penalties, fines, judgments, or awards accruing to or made on each other arising out of any act or omission of other Party or any breach of this MoU by the other Party.
- d. **Force Majeure:** Except as otherwise provided in this Agreement, the Parties' obligations hereunder shall be suspended while, but only so long as, a party is prevented from complying with such obligations, in whole or in part, by strikes, walkouts, acts of God war, or other matters beyond the reasonable control of either Party whether relating to the matters herein specifically enumerated or not. Each party shall give the other Party notice within ten (10) days after the occurrence of any event of force majeure that may cause delay hereunder, and the date of performance by any party that gives such notice shall be extended for a period not exceeding the period of delay caused by the event of force majeure so identified.
- e. **Amendments:** This MoU shall not be amended or modified in any way other than by an agreement in writing executed by the duly authorized representatives of all the Parties. Any such amendment shall be consistent with the general understandings of the Parties upon signing this MoU. No changes to this MoU shall be effective unless in writing and signed by all the Parties hereto.
- f. **Waiver:** No waiver of any breach of any provision of this MoU shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- g. **Severance:** If any provision of this MoU is invalid, unenforceable or prohibited by law, this MoU shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this MoU shall be valid, binding and of like effect as though such provision was not included herein.
- h. **Entire MoU:** This MoU including the annexure thereof constitutes the entire MoU of the Parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, whether oral or written, related to such subject matter and any prior agreement.
- i. This agreement shall be executed in two copies each of which shall be deemed an original, one copy shall be kept by Artemis and other by AUG.
- j. **Notices:** Every notice, demand or communication to be given under this MoU shall be in writing and shall be deemed to be duly served if sent by registered post or courier or e-mail at the address mentioned herein below in this MoU unless the same have been changed by the concerned Party by intimation to the other Parties.  
Address for service of notices:-



AUG:

Amity Medical School  
C/o Amity University, Gurgaon  
Amity Education Valley  
Panchgaon, Manesar,  
Gurgaon, Haryana  
Pin Code : 122413

Kind Attention: \_\_\_\_\_

E-mail: \_\_\_\_\_

Artemis:

Artemis Hospital,  
Sector-51, Gurgaon,  
Haryana- 122 001 (India)  
Kind Attn: Chief Executive Officer

No notice, demand or communication shall be deemed to be given, if sent by registered mail, until four Business Days after posting the said communication.

- k. **Assignment:** Subject to the provisions of this MoU, this MoU is personal to the Parties and shall not be capable of assignment, except with the prior written consent of the other Party.

Signed on 26<sup>th</sup> day of MARCH 2015

For Artemis Medicare Services Limited

By: Mr. Navneet Goel  
Head-Legal & Company Secretary

Witnesses:

1) \_\_\_\_\_

For Amity University, Gurgaon

By: \_\_\_\_\_

Registrar  
Amity University Haryana  
Manesar, Gurgaon-122413

2) \_\_\_\_\_



# Memorandum of Understanding

Between

MANAGEMENT AND SCIENCE UNIVERSITY  
MALAYSIA



&

AMITY UNIVERSITY HARYANA,  
INDIA





This Memorandum of Understanding (MOU) is made, entered, and executed into on (17<sup>th</sup> June 2021) between Management and Science University Malaysia, hereinafter called MSU (First Party)

And

Amity University Haryana, India, hereinafter called AUH (Second Party)

The **Management and Science University (MSU)** institution of higher learning established under the Universities and University Colleges Act 1971 whose office is at University Drive, Off Persiaran Olahraga, Section 13, 40100 Shah Alam, Selangor Darul Ehsan, Malaysia (hereinafter referred to as "MSU"). MSU is a global university that emphasizes the success of its graduates, both in academic excellence and soft skills in order to produce a holistic, balance and well-rounded graduate. It has a QS World ASIA ranking of 139. MSU is among the top 21% of Asia's top universities.

**Amity University Haryana (AUH)**, a University established under the Government of Haryana vide Haryana Act Number 10 of 2010, is a research and innovation driven, not for Profit University making a difference in the lives of academic aspirants. The University is built on the foundation which embodies attributes that have made Amity Institutions world-class over the last two decades. With each passing year, Amity has instituted global standards in education, training, and research with state of art infrastructure and the latest teaching methodologies.

**The Management & Science University (MSU) and Amity University Haryana (AUH)** willing to formalize and intensify existing cooperative relations, and developing programs of academic and cultural exchange, agree on the following:

## **1. SCOPE OF COOPERATION**

The areas of cooperation shall include, subject to mutual consent, any initiative, offered at either institution, considered desirable and feasible and, that will contribute to fostering and enhancing collaborative relationships between the two parties. The assistance to be provided by each of the contracting parties may include teaching, research, exchange of faculty, exchange of students and such other areas as deemed beneficial by the two institutions.

## **2. AREAS OF COOPERATION**

Assistance shall be carried out, subject to the approval from both parties, for the following points:

- 2.1. Joint educational and research activities with external supervisors.
- 2.2. Exchange of academic material and academic publications.
- 2.3. Organize and participate in seminars, workshops, joint conferences, and academic meetings.
- 2.4. Collaboration towards student and staff exchange and joint lectures.
- 2.5. Collaboration in adjunct lectures, workshops and short courses.



The terms of such mutual assistance and necessary budget, for each program and activity, shall be separately discussed and agreed upon, in writing, by both parties, prior to the beginning of such program/activity. Each party shall designate a liaison officer to serve as the point of contact to manage the details of program development.

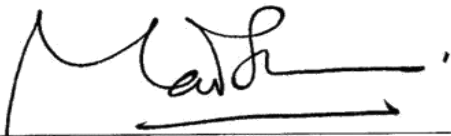
### **3. EFFECTIVE DATE AND LENGTH OF AGREEMENT**

This agreement will remain in force until there is a reason for its termination. Any amendment and/or modification of this agreement will require written approval of both the parties and shall be appended here to. Either party reserves the right to terminate this agreement upon six (6) months' written notice to the other party.

### **4. POINT OF CONTACT**

The point of contact for the program will be the Director of Global Affairs, of Management and Science University, Malaysia and Dr Luxita Sharma, Officiating Head, Amity Medical School for Amity University.

**For and of  
Management & Science University  
Malaysia**



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**Prof. Dr. Mohd Shukri Ab Yajid**  
President  
Date:

**For and of  
Amity University, Harvana**



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**Prof (Dr.) Padmakali B**  
Pro Vice  
Chancellor  
Date:



