

DIT University
MoUs and related activities
2022-23

SDG 3



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United Nations' Sustainable Development Goals (SDG) promote the notion 'Ensure healthy lives and promote well-being for all at all ages' through SDG 3. Good Health is essential to render any service to society and humanity. It is the very basic requirement of individual and irrespective of persons at any level in society must get access to quality health care services, sufficient and necessary education to promote awareness about health. In addition to that, clean environment, purity in resources, hygienic work environment are essential for achieving this goal. DIT University is committed to achieve this goal by providing necessary education, free access of healthcare services, awareness campaign and collaborative research work with Government and Non-Government agencies.

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Memorandum of Understanding

Between



FOREST RESEARCH INSTITUTE, DEHRADUN

&



DIT UNIVERSITY, DEHRADUN

Introduction:

Forest Research Institute, Dehradun herein after referred to as FRI has its roots in the erstwhile Imperial Forest Research Institute established in 1906 to organize and lead forestry research in the country. Its history is synonymous with the evolution and development of scientific forestry not only in India but in the entire Indian subcontinent. The institute also administered training to forest officers and forest ranger in the country and after independence, it was aptly named as Forest Research Institute and Colleges. In 1988, FRI and its research centres were brought under the administrative umbrella of Indian Council of Forestry Research & Education (ICFRE) under the Ministry of Environment, Forests and Climate Change, Government of India. FRI was conferred the status of Deemed University in December 1991 on the recommendations of the UGC, Ministry of Human Resource Development, Government of India. The objectives of the institute include Enhancement of forest Productivity, Improvement of planting Stock, Rehabilitation of Wastelands, Efficient utilization of wood and non-wood forest products, and Development of eco-friendly products and processes. The thrust areas of the FRI are Conservation of biodiversity, Production, Certification and supply of Quality seeds of fuel, fodder and timber species, Social Forestry/ Agro forestry, Conservation and eco-restoration of ecologically fragile and disturbed areas, Utilization of non-conventional wood and weeds for manufacture of forest products; Development of technology for reclamation of wastelands, Planting stock improvement programme of different species. Geological, geomorphological and micro-morphological studies on skeletal and sodic soils, Reclamation and ecological monitoring of mined areas, Development of technology for eco-friendly preservatives, and Forestry Education and Policy Research to meet emerging challenges. Quality policy of the institute is integral to generate and disseminate the knowledge to the consumers, satisfaction of consumer through timely delivery of quality services, and development of human resource through quality education and training

AND

Dehradun Institute of Technology University, Dehradun (hereinafter referred to as "DITU") is a reputed State Private University and approved by Government of Uttarakhand & UGC under Section 2(f). The mission of the DIT University is to put our students first and work responsibly with honesty, transparency and integrity to influence, inspire and nurture talent. The university is known for its holistic quality education, vibrant curriculum, excellent academic ambience, employment enhancement training, excellent placement records and innovation, incubation, entrepreneurship development. Foundation is based on academic excellence and integrity, integration of human values, encourage quest of life-long learning. inculcating global perspective in attitude and appreciation of intellectual excellence and creativity. University offers Diploma, Degree, Master's and Doctoral programs in various disciplines.

Both **DITU** and **FRI** shall be referred to individually as "the Party" and collectively as "the Parties".

WHEREAS:

- A. The **DITU** and **FRI** are desirous to collaborate in their academic and research activities.
- B. This MoU sets forth the general understanding reached between the two parties and in their recent discussions concerning the academic and research collaboration.
- C. It is the Parties' intention that the academic collaboration agreement shall have the basic terms set out below, subject to further negotiations with a view to having a definitive written academic collaboration agreement to be entered into between **DITU** and **FRI**.

NOW THIS MEMORANDUM OF AGREEMENT RECORDS AS FOLLOWS:

1. TERM

Subject to the execution by **DITU** and **FRI** of a formal definitive academic collaboration agreement for the proposed academic collaboration which shall contain the relevant terms hereinafter set out and such other terms and conditions to be agreed between the Parties, it is the Parties' understanding that **DITU** shall collaborate with **FRI** in the areas as set out in Clause 2 for a period of **Five(5) years** (hereinafter referred to as "MoU Period") from the date of signing of this MoU.

This MoU shall continue in force until the expiry of the MoU Period stated above ("MoU Expiry Date") or the execution of formal definitive academic collaboration agreement between the Parties, whichever is the earlier. After the expiration of the MoU Period, this MoU may be extended or renewed for a further period to be agreed upon by both Parties in writing.

2. OBJECTIVES and SCOPE of MoU

2.1 The scope and objectives of this MoU is to ensure a mutual understanding of key responsibilities of each Party to promote academic and research exchanges of the following areas:

- Take-up joint Masters dissertation and Doctoral thesis work
- Use of analytical facilities at Chemistry & Bioprocessing Division, **FRI**, Dehradun and Pharmacology facilities at School of Pharmaceutical and Population Health Informatics, **DITU**, Dehradun

- Utilization of library or learning resources
- Participation and collaboration in scientific events
- Student exchange programme in short term courses.
- Faculty research collaboration on topics of mutual interest
- Students for academic, research and experiential training
- Collaboratively apply for funded research projects and research consultancy works

2.2 It is acknowledged that the collaboration between the Parties may be a continuously evolving process and that the terms of this MoU may be amended to reflect accordingly subject to Clause 2.1.

3. RESPONSIBILITIES

3.1 The Chemistry & Bioprocessing Division, FRI, Dehradun and School of Pharmaceutical and Population Health Informatics, DITU, Dehradun agreed to identify various areas of interest and depute faculty on as per requirements.

3.2 Both the parties, will provide research insights, faculty guidance & support, infrastructural support & facilities regarding experimentation for minor and major research projects to the students of both the institutions, symbiotically, for enhancing the quality of research of the students.

3.3 Soft skill development programmes, seminars, conferences, workshops etc. for students of both the institutions shall be organized by both the parties, for skill set enhancement of the students of both the institutions. Such programmes shall be conducted regularly by both the institutions with prior discussion.

3.4 In addition, these parties involve their staff in carrying out other activities, which is not defined here in this MoU, after mutual consultation with prior intimation from the competent authority.

4.0 AMENDMENT TO THE MoU:

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

5.0 ARBITRATION:

In the events of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual discussion of both

the parties. Now, therefore, for and in consideration of the foregoing premises the parties have signed the memorandum of understanding (MoU) on 27th October, 2020.

6.0 FINANCIAL CONSIDERATIONS

The Parties hereby acknowledge that there may be costs and expenses arising under the terms and conditions of this Memorandum of Understanding and each Party hereto agree to bear its own costs and expenses unless mutually agreed otherwise by both parties

7.0 LIAISON PERSONNEL

The Liaison Personnel contacts from **DITU** and **FRI** may be named and approved by both Parties.

8.0 CONFIDENTIALITY

Each of the Parties to this MoU shall at all times use its best endeavours to keep confidential (and to procure that its respective officers, employees, consultants and agents shall keep confidential) any confidential and Proprietary Information which any Party may acquire from the other Party and/or in relation to the academic collaboration or affairs of the Parties to this MoU and the receiving Party shall not use or disclose such information except with the prior written consent of disclosing Party or in accordance with the order of a court of competent jurisdiction or as required by any regulatory or governmental authority or has been or hereafter rightfully acquired by any Party hereof from third parties without any obligation to keep confidential in Non-Disclosure Agreement.

9.0 INTELLECTUAL PROPERTY RIGHTS

9.1 The Parties acknowledge and agree that any and all patents, copyright, trademarks, trade names, designs (whether registered or not), trade secrets, Confidential Information and other intellectual property or proprietary rights ("Intellectual Property Rights") subsisting in all materials and documentation provided by either Party to the other Party under this MoU or which either Party has access to by virtue of this Agreement, are the exclusive property of each of the respective Parties and no such rights are in any way transferred to either Party during this MoU.

9.2 Either Party shall not, during or at any time after termination of this MoU, in any way claim, question or dispute the ownership of each of the respective Parties to any Intellectual Property Right referred to in Clause 9.1.

9.3 Both parties shall share all data and research findings, patent right, copyright and any other Intellectual Property Rights resulting from the cooperative efforts of both Parties subject to clause 9.1 and 9.2 above.

10.0 TERMINATION

During the validity of this MoU, either Party can terminate this MoU by giving Three (3) monthswritten notice for any reason.

11.0 INDEMNIFICATION:

11.1 Subject to the provisions of, and limitations contained in this Agreement, parties shall upon demand indemnify, hold harmless and defend other party and its respective directors, officers and employees from and against any claim, loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by any of the aforementioned indemnified persons arising out of or in connection with this Agreement, or arising out of non-compliance with any applicable law and rules or regulations related to its obligations under this Agreement or due to non-arising from any suit, action or proceeding by any third party against any of the indemnified persons, as a result of or in consequence of any act or omission of whatsoever nature of the University, its employees, representatives and staffs, including without prejudice to the generality of the foregoing, any complaint or loss or damage or claim for compensation arising out of the infringement of third party IPR or for providing incorrect or misleading content or for breach of its obligations by the and / or connected activity whether or not such act or the omission or accident or loss or damage was due to any negligence, natural calamities, want of care or any misconduct of the Hospital, its employees, representatives, sub-contractors and staff.

11.2 This Clause shall survive any termination or expiration of this Agreement.

12.0 MISCELLANEOUS:

12.1 In the event any change in any law, or the passage of any law, rule or regulation affects, or in either Party's reasonable determination, may affect, either Party's performance or obligations under this Agreement, the Parties shall work together in good faith to amend this Agreement so as to minimize or eliminate the impact of such Changes in Law on a Party's performance or obligations under this Agreement.

12.2 This Agreement constitutes the entire Agreement of the Parties and supersedes all previous oral or written negotiations, understanding, letter of intent and agreements relating to the subject matter hereof. There have been no representations or statements, oral or written, that have been relied on by any Party hereto except those expressly set forth herein.

IN WITNESS TO THIS MEMORANDUM OF UNDERSTANDING WHEREOF
the authorized representative of the parties hereunto affixes their signature.

For and on behalf of

S Sachdev

Dr. Surbhi Sachdev

Registrar

DIT University

Dehradun, India

Registrar

DIT University, Dehradun

For and on behalf of

Y. C. Tripathi

Dr. Y. C. Tripathi

Head, Chemistry & Bioprospecting Division

Forest Research Institute

Dehradun, India

प्रमुख / Head

रसायन विज्ञान एवं जीव पूर्वक्षण प्रभाग
Chemistry & Bioprospecting Division
वन अनुसंधान संस्थान, देहरादून
Forest Research Institute, Dehradun

Witness:

H. R. Chitme

Dr. H. R. Chitme

Head, Faculty of Pharmacy

DIT University

Dehradun, India



V. K. Varshney

Dr. V. K. Varshney

Scientist -G, Chemistry Division

Forest Research Institute

Dehradun, India

Dr. V. K. Varshney

Scientist -G

Chemistry Division

Forest Research Institute

Dehradun

Dr. Havagiray Chitme
Head
Faculty of Pharmacy
DIT University, Dehradun

Date: 28th October, 2020

Memorandum of Understanding

Between

Royal College of Pharmacy and Health
Sciences
Berhampur, Odisha, India



&



DIT UNIVERSITY, DEHRADUN

Introduction:

Royal College of Pharmacy and Health Sciences, Berhampur, Odisha (hereinafter referred to as "RCPHS") is located in the heart of Berhampur (Brahmapur) city on Andhapasara Road in the state of Odisha. The college aims to equip its students with the best of technical knowledge & skills, nurture scientific temperaments, identify hidden talents, inculcate professional ethics and human values and provide opportunities for students to realize their full potential, thus mould them into professionally superior and ethically strong global manpower with the ability to adapt to an intellectually and technologically changing environment and to become future leaders. All possible measures are being taken by the administration so that the college emerges as an advanced center of professional learning and research of International standing in the field of Pharmaceutical Education and Research. The college is committed to impart "Quality Education & Training", so as to shape highly skilled human resources through continual improvement and with the participative efforts of the management, staff, students and parents. The college offers D. Pharm., B. Pharm., M. Pharm. and doctoral programmes

AND

Dehradun Institute of Technology University Dehradun (hereinafter referred to as "DITU") of the **One Part** is a reputed deemed to be University founded by charismatic visionary, Shri Naveen Agarwal. The Unison Group founded by him today stands tall with interests varying from education and philanthropy to hospitality. The major mission of the DIT University is to put our students first and work responsibly with honesty, transparency and integrity to influence, inspire and nurture talent for our students, and the members of faculty and staff. The university is known for its holistic quality education, vibrant curriculum, excellent academic ambience, employment enhancement training, excellent placement records and entrepreneurship development. The foundation is based on academic excellence and integrity, integration of human values, encourage quest of life-long learning, inculcating global perspective in attitude and appreciation of intellectual excellence and creativity. It is offering diploma, degree, master's and doctoral programs in various disciplines.

Both **DITU** and **RCPHS** shall be referred to individually as "the Party" and collectively as "the Parties".

WHEREAS:

- A. The **DITU** and **RCPHS** are desirous to collaborate in their academic activities.
- B. This **MOU** sets forth the general understanding reached between the two parties and in their recent discussions concerning the academic collaboration.

- C It is the Parties' intention that the academic collaboration agreement shall have the basic terms set out below subject to further negotiations with a view to having a definitive written academic collaboration agreement to be entered into between DITU and RCPHS

NOW THIS MEMORANDUM OF AGREEMENT RECORDS AS FOLLOWS:

1. TERM

Subject to the execution by DITU and RCPHS of a formal definitive academic collaboration agreement for the proposed academic collaboration which shall contain the relevant terms hereinafter set out and such other terms and conditions to be agreed between the Parties, it is the Parties' understanding that DITU shall collaborate with RCPHS in the areas as set out in Clause 2 for a period of **Three (3) years** (hereinafter referred to as "MOU Period") from the date of signing of this MOU.

This MOU shall continue in force until the expiry of the MOU Period stated above ("MOU Expiry Date") or the execution of formal definitive academic collaboration agreement between the Parties, whichever is the earlier. After the expiration of the MOU Period, this MOU may be extended or renewed for a further period to be agreed upon by both Parties in writing.

2. OBJECTIVES and SCOPE of MOU

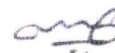
- 2.1 The scope and objectives of this MOU is to ensure a mutual understanding of key responsibilities of each Party to promote academic and non-academic exchanges of the following areas

- Exchange of faculty as visiting professor and /or examiners
- Utilization of library or learning resources
- Participation and collaboration in scientific events
- Student exchange programme in short term courses.
- Faculty research collaboration on topics of mutual interest
- Students for academic, research and experiential training
- Use of facilities for research
- Take-up joint consultancy works

- 2.2 It is acknowledged that the collaboration between the Parties may be a continuously evolving process and that the terms of this MOU may be amended to reflect accordingly subject to Clause 2.1

3. RESPONSIBILITIES

- 3.1 The RCPHS and Faculty of Pharmacy, DITU, Dehradun agreed to identify various areas of interest and depute faculty on as per requirements
- 3.2 Both the parties, will provide research insights, faculty guidance & support, infrastructural support & facilities regarding experimentation for



- minor research projects to the students of both the institutions, symbiotically, for enhancing the quality of research of the students
- 3.3 Both the parties, will organize technical competitions, elocution competitions, quizzes, debates, etc. Such programmes will be conducted on a regular basis by both the parties as and when called for and informed to each other well in advance
- 3.4 Soft skill development programmes, seminars, conferences, workshops etc. for students of both the institutions shall be organized by both the parties, for skill set enhancement of the students of both the institutions. Such programmes shall be conducted regularly by both the institutions with prior discussion.
- 3.5 Areas of staff development shall be identified for training to faculty/ staff or both the parties for their professional growth.
- 3.6 In addition, these parties involve their staff in carrying out other activities, which is not defined here in this MoU, after mutual consultation.

4.0 AMENDMENT TO THE MOU:

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

5.0 ARBITRATION:

In the events of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual discussion of both the parties. Now, therefore, for and in consideration of the foregoing premises the parties have signed the memorandum of understanding (MoU) on 9-6-2022.

6.0 FINANCIAL CONSIDERATIONS

The Parties hereby acknowledge that there may be costs and expenses arising under the terms and conditions of this Memorandum of Understanding and each Party hereto agree to bear its own costs and expenses unless mutually agreed otherwise by both parties

7.0 THE COOPERATION PROCEDURE

7.1 Liaison Personnel

The Liaison Personnel contacts from DITU and RCPHS may be named and approved by both Parties

7.2 Cooperation Proposal

The Cooperation Proposal in any form of cooperative activities as per listed in the 'The Cooperation Scheme' may be submitted through Liaison Personnel for review and approval. The Cooperation Proposal may contain objectives, scope of activities, person responsible,

responsibilities of each institution, schedules, benefits in term of financial and non-financial, budgets and sources of financing, and any other terms and conditions deemed necessary for the efficient management of the activity.

8. CONFIDENTIALITY

Each of the Parties to this MOU shall at all times use its best endeavours to keep confidential (and to procure that its respective officers, employees, consultants and agents shall keep confidential) any confidential and Proprietary Information which any Party may acquire from the other Party and/or in relation to the academic collaboration or affairs of the Parties to this MOU and the receiving Party shall not use or disclose such information except with the prior written consent of disclosing Party or in accordance with the order of a court of competent jurisdiction or as required by any regulatory or governmental authority or has been or hereafter rightfully acquired by any Party hereof from third parties without any obligation to keep confidential in Non-Disclosure Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Parties acknowledge and agree that any and all patents, copyright, trademarks, trade names, designs (whether registered or not), trade secrets, Confidential Information and other intellectual property or proprietary rights ("Intellectual Property Rights") subsisting in all materials and documentation provided by either Party to the other Party under this MOU or which either Party has access to by virtue of this Agreement, are the exclusive property of each of the respective Parties and no such rights are in any way transferred to either Party during this MOU.

9.2 Either Party shall not, during or at any time after termination of this MOU, in any way claim, question or dispute the ownership of each of the respective Parties to any Intellectual Property Right referred to in Clause 9.1.

9.3 Both parties shall share all data and research findings, patent right, copyright and any other Intellectual Property Rights resulting from the cooperative efforts of both Parties subject to clause 9.1 and 9.2 above.

10. TERMINATION

During the validity of this MOU, either Party can terminate this MOU by giving Three (3) months written notice for any reason.

11. NON-BINDING NATURE

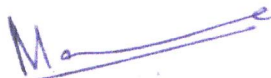
This MOU represents the good faith and understanding of the Parties to proceed further with the proposed academic collaboration and each of the Parties shall do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this MOU.

Save and except for Clauses 8 and 9, this MOU is not legally binding upon the Parties. None of the Parties will be responsible or liable to the other Party on whatever legal grounds should negotiations between the Parties to enter into the definitive formal academic collaboration agreement fail save for any breach of Clause 8 and 9.

IN WITNESS TO THIS MEMORANDUM OF UNDERSTANDING WHEREOF
the authorized representative of the parties hereunto affixes their signature.

For and on behalf of

DIT University,
Dehradun, India

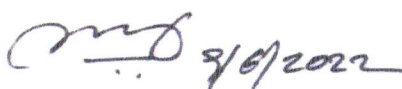

Registrar,
DIT University, Dehradun

Date: 9-06-2022

Registrar
DIT University, Dehradun

For and on behalf of

Royal College of Pharmacy and Health
Sciences, Berhampur, Odisha


Prof. P. N. Murthy
Director
RCPHS, Berhampur
Director
Royal College of Pharmacy and
Health Sciences, Berhampur (Gm.)



AGREEMENT FOR COLLABORATION

Between

DIT University, Dehradun

&

Institute of Clinical Research India, New Delhi

THIS AGREEMENT (the "**Agreement**") is made at Dehradun on 01st June 2020 and shall be effective from the date of signing the agreement. **DIT University (DITU)**, an Institute for higher education, located at Mussoorie Diversion Road ,Dehradun-248009, Uttarakhand, India and **Institute of Clinical Research India (ICRI)** a Society registered under Societies Registration Act, 1861, having its corporate office at #203, Second Floor, Deenar Bhawan, 44, Nehru Place, New Delhi 110019 (hereinafter referred to as "ICRI" which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its holding, subsidiary, group companies and affiliates and assigns) of the Second Part.

(**DIT University** and ICRI shall hereinafter individually be referred to as a "**Party**" and collectively as the "**Parties**".)

Validity of the MoU: The agreement is made at Dehradun on **01st June 2020** and shall be valid for **03 (Three) Years** i.e., upto **31st May 2023**. The agreement can be exempted further for a period of 03 (Three) Years on mutual consent by both the parties.

WHEREAS

- A. **DIT University Dehradun is a private University established vide Ordinance no. 10 by an act of 2013 vide Gazette notification no. 60/XXXVI (3)/2013/63(1)/2012 passed by the Uttarakhand Legislative Assembly on 13th Feb 2013.**
- B. ICRI is a leading professional development company which focuses on skill and competencies.
- C. The Parties are desirous of entering into an agreement whereby ICRI would provide its expertise, as detailed in this Agreement for the courses offered by University in its Campus located at Mussorie Diversion Road, Dehradun-248009, Uttarakhand.
- D. The Parties now wish to reduce their understanding into writing and this Agreement sets forth the terms and conditions of the understanding between the Parties.
- E. This Agreement supersedes all the previous discussions/ agreements between the Parties in respect of the subject matter hereinafter contained.



NOW THEREFORE, IN THE LIGHT OF THE ABOVE AND IN CONSIDERATION OF MUTUAL COVENANTS EXCHANGED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. OBJECTIVE AND SCOPE OF THE AGREEMENT

1.1 The objective of this Agreement is to improve the quality of education imparted in the field of clinical Research

1.2 The objective of this Agreement is to specify the roles and responsibilities of both the Parties and terms and conditions with respect to ICRI providing its services to the DIT University in offering courses on Clinical education and Research to the students and hereinafter referred to as 'Programs'

2. ROLES AND RESPONSIBILITIES FOR THE BOTH PARTIES ARE LISTED BELOW:

2.1 ROLE OF ICRI

1. It will be the responsibility of ICRI to provide academic support to the University in delivery of the course curriculum by qualified and experienced faculty as specified/approved by the board of studies /competent authority of the University and in conduct of examination as specified by the board of Examination / University as per University approved Ordinance. Certification i.e degree/ diplomas will be conferred by the University on successful completion of the course by the candidate(s) who shall be student(s) of the University. ICRI will bear all costs related to deployment of Visiting Faculty/Experts for teaching and University Boards. It will be its responsibility to ensure these are carried out to satisfaction of University. The faculty of the ICRI shall be considered as visiting faculty in addition to faculty of the University. It will be ICRI responsibility to make available suitable arrangements as per the requirement of University. Arrange software for training, laboratory and experimental work & organize internship or any other academic activity to complete the course successfully. All costs on this account will be borne by ICRI.

2. Setting up of examination paper and evaluation system shall be as approved by the competent authority of the University and as per University Ordinance.

3. ICRI will provide counseling support to University for admission of students. These students will be admitted by the University as per the qualification specified for the course by the Academic Council of the Universities, as applicable. The process of admission will be that as specified by the Academic Council of the University as applicable.

4. The library books will be supplemented by ICRI at hospitals & / or initially in addition to the books purchased by University, as per course requirement





5. Placement has two parts, internship and final jobs for the students. It will be ICRI responsibility to arrange internship of student for which cost will be borne by ICRI. The ICRI shall arrange final jobs for students and bear all costs on account of hospitality etc.
6. ICRI/ training programs being conducted by ICRI such as hospital & any other locations will not fall under this agreement unless conducted at University Campus.
7. ICRI also works with forums like DIPSAR, CRI, CII, Assocham, FICCI, other clinical research and health care bodies which they will continue to do without interference from University.
8. The fees for all courses will be fixed by University and it will be at its sole discretion. The fee so decided by the competent authority of the University shall be deposited in the account of the University. The same shall be distributed in the ratio of **40%** to university, **60% incl. GST** to ICRI on all/any fees generated by University excluding registration and examination fees as per Annexure I.

2.2 ROLE OF UNIVERSITY

1. The University will compensate to the ICRI for the academic input provided by ICRI in running the programme.
2. The University will provide ICRI visiting faculty/staff seating facilities.
3. In case any press/TV/Digital & any other media is utilized for advertisement/ press release communication to the students/faculty/Public at large then this will be approved by ICRI. Similarly ICRI in case it uses their name has to be approved by the University.
4. The degrees as per annexure will be provided by University and this procedure as laid down by UGC/ other regulatory body of the State / Center / any Court etc. It will be the responsibility of University to insure that such degrees are in compliance with the prevalent Laws / procedures.

3 JOINT RESPONSIBILITIES:

- 3.1 In case of there being any disputes, it will be refer to a Arbitrator & Jurisdiction of Dehradun Court.
- 3.2 All confidentially & non disclosures clause will apply to this agreement including those relating to hiring of staff of each other.
- 3.3 The agreement will be valid based on mutual understanding of both the parties until and unless terminated from either side.
- 3.4 Any Employee of the existing organization i.e, (DIT & ICRI) will not be interchanged for at least six months post resignation.





4. TERMINATION:-

4.1 The contract will be terminated on either side by serving 3 months advance notice in writing . However the new batch of students will not be admitted, post termination & the education of the old batch gets completed.

4.2 The court of Dehradun will have jurisdiction over their contract.

4.3 In case of there being any dispute, this may be referred to an Arbitrator who would be appointed after mutual agreement.

5. NOTICES:

5.1 Any notice or other information required by this Agreement to be given by a Party to the other Party may be given by hand or sent by first class pre-paid registered post reputed courier service to the other Party at the following addresses: **ICRI: corporate office at #203, Second Floor, Deenar Bhawan, 44, Nehru Place, New Delhi 110019, DIT University: Mussoorie Diversion Road, Dehradun-248009, Uttarakhand.**

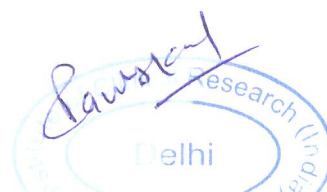
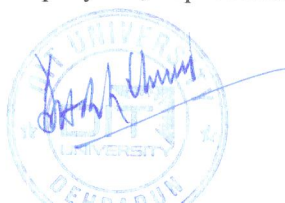
5.2 Any notice or other information given by registered post and/or courier shall be deemed to have been given on the 15th (fifteenth) day after the envelope containing the same was so posted or sent, and proof that the envelope containing any such notice or information was properly addressed pre-paid, registered and posted and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.

5.3 Any notice or other information sent by email / facsimile transmission or comparable means of communication shall be deemed to have been duly given with in a week after transmission provided a confirmation of such notice is sent by post as mentioned hereinabove.

5.4 Either Party may change its address by notifying in writing to the other Party about the change within 15 (fifteenth) days of such a change.

6. INDEMNIFICATION:

6.1 Subject to the provisions of, and limitations contained in this Agreement, parties shall upon demand indemnify, hold harmless and defend other party and its respective directors, officers and employees from and against any claim, loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by any of the aforementioned indemnified persons arising out of or in connection with this Agreement, or arising out of non-compliance with any applicable law and rules or regulations related to its obligations under this Agreement or due to non arising from any suit, action or proceeding by any third party against any of the indemnified persons, as a result of or in consequence of any act or omission of whatsoever nature of the University, its employees, representatives and staffs, including without prejudice to the generality





of the foregoing, any complaint or loss or damage or claim for compensation arising out of the infringement of third party IPR or for providing incorrect or misleading content or for breach of its obligations by the and / or connected activity whether or not such act or the omission or accident or loss or damage was due to any negligence, natural calamities , want of care or any misconduct of the Hospital, its employees, representatives, sub-contractors and staff.

6.2 This Clause shall survive any termination or expiration of this Agreement.

7. MISCELLANEOUS:

7.1 No addition or change in the terms of this Agreement shall be effective or binding on either of the Parties unless reduced to writing and executed by the duly authorized representative of each of the Party.

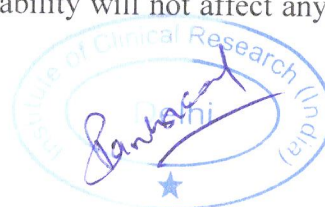
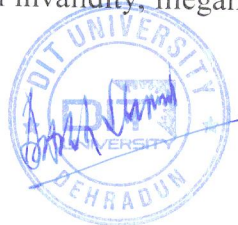
7.2 This Agreement and any Annexure/s hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement.

7.3 In the event any change in any law, or the passage of any law, rule or regulation affects, or in either Party's reasonable determination, may affect, either Party's performance or obligations under this Agreement, the Parties shall work together in good faith to amend this Agreement so as to minimize or eliminate, the impact of such Changes in Law on a Party's performance or obligations under this Agreement.

7.4 Both the Parties represent and warrant to the other Party that all the corporate or other actions or conditions required to be taken to authorize the execution including additions or changes to the terms of the agreement in future of this agreement, and to exercise its rights and perform its obligations under this Agreement have been duly taken and satisfied. Further the execution and performance of this Agreement will not violate any law. If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect.

7.5 This Agreement constitutes the entire Agreement of the Parties and supersedes all previous oral or written negotiations, understanding, letter of intent and agreements relating to the subject matter hereof. There have been no representations or statements, oral or written, that have been relied on by any Party hereto except those expressly set forth herein.

7.6 A waiver of a breach of any provision to this Agreement will not constitute a waiver of any other breach. A delay or omission by either Party to exercise any right or power under this Agreement will not be construed to be a waiver thereof. Whenever possible, each provision of this Agreement, shall be interpreted in such a manner as to be effective and valid under applicable law, order, code, rule or regulation, but if any provision, or Annexure is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, but





this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or attached hereto.

7.7 All courses introduced by ICRI are sole property of ICRI, in case of termination of the contract the University will not run the same course for at least one year.

8. CONFIDENTIALITY

8.1 Each party (the “Receiving Party”) undertakes to keep and maintain any and all information received under this Agreement from the other party (the “Disclosing Party”) in the strictest confidence (“Confidential Information”) and not to disclose (directly or indirectly) such information to any third party (except to its personnel and to the extent such disclosure is necessary in the course of performance of services under this Agreement) or make copies of any confidential information 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. All such information shall remain the sole and exclusive property of the Receiving Party and upon termination or expiry of this agreement, the Receiving Party shall return or destroy such information to the reasonable satisfaction of the Disclosing Party.

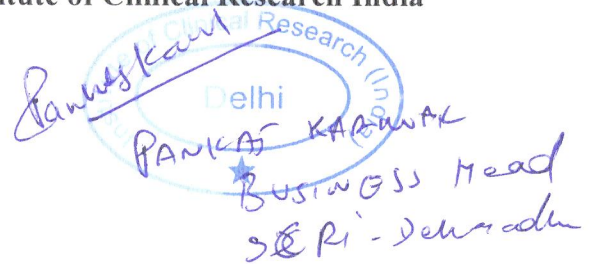
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives as of the date written herein below:

DIT University



Date: 15/6/2020

Institute of Clinical Research India



Date: _____

ANNEXURE: I

S.No.	Program Name	Duration	Eligibility	Fee Structure (Per Semester)			
				Fee Details	AI	UK	Part Time
1.	M.Sc Clinical Research	02 Years	Graduate or Postgraduate in Life Sciences/Microbiology/ Biotechnology/Pharmacy/Medicine /Nursing/Physiotherapy / Dentistry /Homeopathy/Ayurvedic/Nutrition /Paramedical Technology and Veterinary Science with min 55%	Tuition Fee	72500	53650	
				Academic Service. Fee	15000	15000	
				Total:	87500	68650	
2.	Ph.D in Clinical Research	Min. 03 Years	Post Graduate with 55% in allied Subject	Fee Details	AI	UK	Part Time
				Tuition Fee	45000	45000	40000

• **Other Fees:**

- | | | |
|--|---|--|
| <ol style="list-style-type: none"> 1. Registration Fees : Rs. 1,250/- 2. Admission Fee (Non- Refundable): Rs. 10,000/- 3. Caution Money (Refundable): Rs. 5000/- | } | This amount of Fee shall not be shared with ICRI |
|--|---|--|

NOTE: The fee distribution of Faculty Members working in DIT University is excluded from the above (Pt. 2).



AGREEMENT FOR COLLABORATION

Between

DIT University, Dehradun

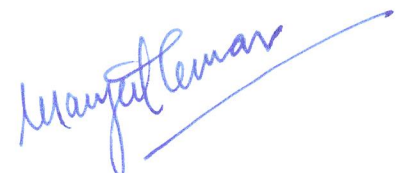
&

Tirupati Medicare Limited

This agreement is made between the **DIT University (DITU)**, an Institute for higher education, located in Dehradun, Uttarakhand, India and **Tirupati Medicare Limited (TML)**, located in Paonta sahib, Himachal Pradesh that manufactures bulk drugs and specialty in pharmaceutical and nutraceuticals as per the Good Laboratory Practices on **18.05.2020** with the following set of objectives as agreed upon:

Purpose:

- i. Collaborate to carry out joint industrial–academic research projects with professionals working and patent / publish and/or present the research findings jointly in appropriate scientific journals / platforms after mutual written consent.
- ii. Extend the academic facilities for qualification improvement of TML staff members through regular and part-time Master and PhD programs available at DITU.
- iii. Jointly organize scientific events such as conferences, seminars, symposiums, workshops and faculty development programs.
- iv. Allow eligible staff members to pursue PhD studies in which the eligible faculty from DITU will act as Supervisor and eligible staff member from TML will act as co-supervisor/s.
- v. Provide industrial training to students and research scholars at TML depending on availability of training slots in an academic year as per the regulations of DIT University and forward the preceptor’s evaluations and attendance statement to DIT University.
- vi. Extend support to DITU in placement of graduated students if required by company.
- vii. Nominate experts to serve on the administrative bodies of DITU and deliver expert lectures.



Mangal Kumar

General Provisions:

1. All research and other collaborative activities conducted pursuant to this agreement shall be conducted in accordance with the laws and regulations appropriate to each institution. In the case of DITU, there are the laws of the Republic of India, the State of Uttarakhand, UGC, PCI and the rules and regulations of the DIT University. In the case TML there are the laws of Republic of India, the State of Himachal Pradesh, DCGI, FDA and the rules and regulations of the TML.
2. This agreement shall take effect when executed by both parties and shall be for a term of **3 years**. The agreement shall be automatically renewed for successive **3 years** terms unless terminated as provided herein. The agreement may be terminated by either party upon no less than **30 days** written notice to the other party. This agreement may be modified by written agreement of both parties at any time. Nothing within this agreement shall create any financial obligation or cause any hardship to either party.
3. At DITU, modification to this agreement shall be initiated through the Office of the Vice Chancellor/ Registrar at DIT University, and at TML through the Office of the General Manager at TML, Paonta sahib, Himachal Pradesh.

IN WITNESS WHEREOF the parties hereto have executed two copies of this instrument, each of which shall be considered an original.


DIT University Registrar
DIT University,
Dehradun - 248001
Dr. Devadesh Sharma
Registrar ,
DIT University
Dehradun, Uttarakhand, India

Date: 18.05.2020


Tirupati Medicare Limited
Manjeet Kumar
General Manager-Corporate – HR
Tirupati Group
Paonta sahib, Dist.Sirmour, HP, India

Date: 13/06/2020



AGREEMENT FOR COLLABORATION

Between

DIT University, Dehradun

&

Foundation of Healthcare Technologies Society

This agreement is made between the **DIT University (DITU)**, an Institute for higher education, located in Dehradun, Uttarakhand, India and **Foundation of Healthcare Technologies Society (FHTS)** is a Delhi-based public health informatics think-tank, which translate public health research findings into practice using Innovative SMAART Health Technology solutions to improve population health on **30th September 2019** with the following set of objectives as agreed upon:

Purpose:

- i. The general purpose of this collaboration is to stimulate and provide research opportunity to the post-graduate, PhD students and other senior researchers, in increasing the effectiveness in social science research in Uttarakhand and its neighborhoods, jointly organize seminars, conferences, and academic workshops on topics of mutual interests, publish books, monographs, seminar and workshop volumes, etc., and disseminate knowledge.
- ii. The areas of collaborations include exchange of undergraduate and graduate students, exchange of faculty and staff members, joint research and consultancy activities, participation in seminars and academic meetings, exchange of academic materials and other information, special Short term academic programs and projects, cooperation in curriculum development, collaboration in international seminars and conferences, cooperation in quality assurance, collaboration education export.
- iii. FHTS shall develop course curriculum to meet industry expectation and DITU shall impart education to their students based on the curriculum so developed and duly approved by its Authorities.
- iv. FHTS shall extend need-based support by sparing their senior officers for taking class of certain groups of students of DIT University.
- v. FHTS shall provide structured interaction with DITU to prepare the students for industry.
- vi. FHTS shall also develop evaluation plan to screen students at regular intervals for possible employment.
- vii. PhD programme between DITU and FHTS, as agreed we shall abide by the rules and guidelines of UGC and DIT University norms.

General Provisions:

1. All research and other collaborative activities conducted pursuant to this agreement shall be conducted in accordance with the laws and regulations appropriate to each institution. In the case of DITU, these are the laws of the Republic of India, the State of Uttarakhand, and the rules and regulations of the DIT University. In the case of FHTS, these are the laws of the Republic of India, New Delhi, and the rules and regulations of the FHTS.
2. The fee will be prescribed jointly by University and the Foundation. 26% waiver for UK and Himalayan States students, which shall continue [fee is subject to change from time to time as recommended by the Fee fixation committee]. the amount will be shared by both the organizations. Both parties agreed upon for revenue sharing @ 50:50 of the total collection.



3. This agreement shall take effect when executed by both parties and shall be for a term of **3 years**. The agreement shall be automatically renewed for successive **3 years** terms unless terminated as provided herein. The agreement may be terminated by either party upon no less than **30 days** written notice to the other party. This agreement may be modified by written agreement of both parties at any time. Nothing within this agreement shall create any financial obligation or cause any hardship to either party.
4. At DITU, modification to this agreement shall be initiated through the Office of the Vice Chancellor at DIT University, and at FHTS, through the Office of the President at Foundation of Healthcare Technologies Society, New Delhi.

IN WITNESS WHEREOF the parties hereto have executed two copies of this instrument, each of which shall be considered an original.

DIT University

Foundation of Healthcare Technologies Society

CCV
Name: Dr KK Raina
Designation: Vice chancellor
Date: Sept. 30, 2019

Sharma
Name: Dr Sangeeta Sharma
Designation: President
Date: 30/9/2019



AGREEMENT FOR COLLABORATION

Between

DIT University, Dehradun

&

India Glycols Ltd, Dehradun

This agreement is made between the **DIT University (DITU)**, an Institute for higher education, located in Dehradun, Uttarakhand, India and **India Glycols Ltd (IGL)**, located in Pharmacy, Dehradun that manufactures bulk drugs and specialty chemicals which include natural products and nutraceuticals on **6th March 2020** with the following set of objectives as agreed upon:

Purpose:

- i. Collaborate to carry out joint industrial–academic research projects with professionals working and patent / publish and/or present the research findings jointly in appropriate scientific journals / platforms after mutual written consent.
- ii. Extend the academic facilities for qualification improvement of IGL staff members through regular and part-time Master and PhD programs available at DITU.
- iii. Jointly organize scientific events such as conferences, seminars, symposiums, workshops and faculty development programs.
- iv. Allow eligible staff members to pursue PhD studies in which the eligible faculty from DITU will act as Supervisor and eligible staff member from IGL will act as co-supervisor/s.
- v. Provide industrial training to students and research scholars at IGL depending on availability of training slots in an academic year as per the regulations of DIT University and forward the preceptor’s evaluations and attendance statement to DIT University.
- vi. Extend support to DITU in placement of graduated students.
- vii. Nominate experts to serve on the administrative bodies of DITU and deliver expert lectures.

General Provisions:


1. All research and other collaborative activities conducted pursuant to this agreement shall be conducted in accordance with the laws and regulations appropriate to each institution. In the case of DITU, there are the laws of the Republic of India, the State of Uttarakhand,

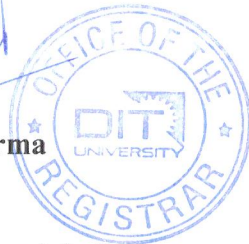
UGC, PCI and the rules and regulations of the DIT University. In the case IGL there are the laws of Republic of India, the State of Uttarakhand, DCGI, FDA and the rules and regulations of the IGL.

2. This agreement shall take effect when executed by both parties and shall be for a term of **3 years**. The agreement shall be automatically renewed for successive **3 years** terms unless terminated as provided herein. The agreement may be terminated by either party upon no less than **30 days** written notice to the other party. This agreement may be modified by written agreement of both parties at any time. Nothing within this agreement shall create any financial obligation or cause any hardship to either party.
3. At DITU, modification to this agreement shall be initiated through the Office of the Vice Chancellor at DIT University, and at IGL through the Office of the Head HR at Indian Glycols Ltd, Dehradun.

IN WITNESS WHEREOF the parties hereto have executed two copies of this instrument, each of which shall be considered an original.


DIT University


Dr. Devadesh Sharma
Registrar,
DIT University
Dehradun, Uttarakhand, India

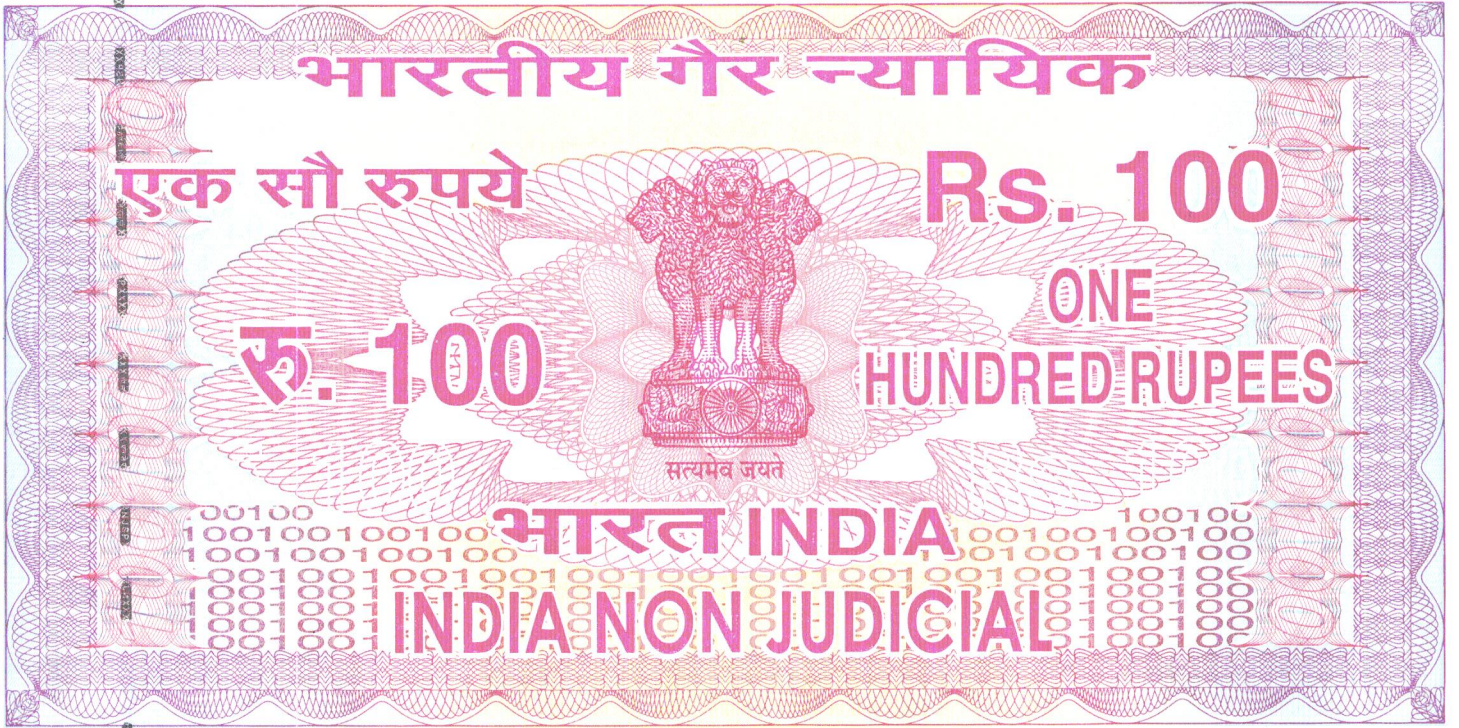


Date: 06/03/2020

Indian Glycols Ltd


Head HR
(Ennature Biopharma Division)
India Glycols Ltd
Plot no. 2,3,4,5, Pharmacity, Selaqui,
Dehradun, Uttarakhand, India

Date: 06/03/2020



महाराष्ट्र MAHARASHTRA

2019

WN 214304

अनुच्छेद-१ / Annexure-1
 प्रमाणित करणसाठी (अनुच्छेद-१) / Only For Affidavit (Section 1)
 सादर करणारी (For submitting to) _____ दि. ५ मार्च २०२०
 कारण (Reason for Affidavit) **Dean**
Krishna Institute of Pharmacy, Karad
 ठिकाण (Address) _____
 मुद्रा (Stamp) _____ दि. ५ मार्च २०२०
 अधिकारी (Signature) _____
 अधिकारीचे नाव (Name) _____
 अधिकारीचे पद (Designation) _____
 अधिकारीचे ठिकाण (Place) _____
 अधिकारीचे पत्ता (Address) _____
 अधिकारीचे संपर्क क्रमांक (Contact No.) _____
 अधिकारीचे ईमेल पत्ता (Email) _____
 अधिकारीचे मोबाईल क्रमांक (Mobile No.) _____
 अधिकारीचे फोन क्रमांक (Phone No.) _____
 अधिकारीचे फॅक्स क्रमांक (Fax No.) _____
 अधिकारीचे वेबसाईट (Website) _____
 अधिकारीचे सोशल मीडिया (Social Media) _____
 अधिकारीचे निवास (Residence) _____
 अधिकारीचे कुटुंबीय (Family) _____
 अधिकारीचे वैवाहिक स्थिति (Marital Status) _____
 अधिकारीचे धर्म (Religion) _____
 अधिकारीचे शिक्षण (Education) _____
 अधिकारीचे व्यावसायिक अनुभव (Professional Experience) _____
 अधिकारीचे वैयक्तिक आय (Personal Income) _____
 अधिकारीचे वैयक्तिक संपत्ती (Personal Assets) _____
 अधिकारीचे वैयक्तिक दायित्वे (Personal Liabilities) _____
 अधिकारीचे वैयक्तिक गुप्तता (Personal Confidentiality) _____
 अधिकारीचे वैयक्तिक सुरक्षा (Personal Security) _____
 अधिकारीचे वैयक्तिक आरक्षण (Personal Protection) _____
 अधिकारीचे वैयक्तिक आरोग्य (Personal Health) _____
 अधिकारीचे वैयक्तिक आचरण (Personal Conduct) _____
 अधिकारीचे वैयक्तिक चरित्र (Personal Character) _____
 अधिकारीचे वैयक्तिक प्रतिष्ठा (Personal Reputation) _____
 अधिकारीचे वैयक्तिक मान्यता (Personal Honors) _____
 अधिकारीचे वैयक्तिक पुरस्कारे (Personal Awards) _____
 अधिकारीचे वैयक्तिक सन्माने (Personal Dignities) _____
 अधिकारीचे वैयक्तिक शोभा (Personal Splendor) _____
 अधिकारीचे वैयक्तिक वैभवे (Personal Wealth) _____
 अधिकारीचे वैयक्तिक शक्ति (Personal Power) _____
 अधिकारीचे वैयक्तिक प्रभुत्व (Personal Authority) _____
 अधिकारीचे वैयक्तिक आधिपत्य (Personal Dominion) _____
 अधिकारीचे वैयक्तिक स्वतंत्रता (Personal Liberty) _____
 अधिकारीचे वैयक्तिक समता (Personal Equality) _____
 अधिकारीचे वैयक्तिक न्याय (Personal Justice) _____
 अधिकारीचे वैयक्तिक अहिंसा (Personal Non-Violence) _____
 अधिकारीचे वैयक्तिक सत्यता (Personal Truthfulness) _____
 अधिकारीचे वैयक्तिक दया (Personal Compassion) _____
 अधिकारीचे वैयक्तिक करुणा (Personal Kindness) _____
 अधिकारीचे वैयक्तिक श्रद्धा (Personal Faith) _____
 अधिकारीचे वैयक्तिक विश्वास (Personal Trust) _____
 अधिकारीचे वैयक्तिक आस्था (Personal Confidence) _____
 अधिकारीचे वैयक्तिक आत्मविश्वास (Personal Self-Confidence) _____
 अधिकारीचे वैयक्तिक आत्मनिष्ठा (Personal Loyalty) _____
 अधिकारीचे वैयक्तिक आत्मसंतुष्टता (Personal Self-Satisfaction) _____
 अधिकारीचे वैयक्तिक आत्मसंतुष्टता (Personal Self-Contentment) _____
 अधिकारीचे वैयक्तिक आत्मसंतोष (Personal Self-Respect) _____
 अधिकारीचे वैयक्तिक आत्मसन्मान (Personal Self-Dignity) _____
 अधिकारीचे वैयक्तिक आत्मसंरक्षण (Personal Self-Protection) _____
 अधिकारीचे वैयक्तिक आत्मसंरक्षणे (Personal Self-Defence) _____
 अधिकारीचे वैयक्तिक आत्मसंरक्षणे (Personal Self-Defence) _____
 अधिकारीचे वैयक्तिक आत्मसंरक्षणे (Personal Self-Defence) _____
 अधिकारीचे वैयक्तिक आत्मसंरक्षणे (Personal Self-Defence) _____

SUB. TREASURY OFFICE KARAD
 4 MAR 2020
 SUB TREASURY OFFICER KARAD



Memorandum of Understanding
 Between KRISHNA INSTITUTE OF MEDICAL SCIENCES "DEEMED TO BE UNIVERSITY", KARAD & DIT UNIVERSITY, DEHRADUN

Introduction:

Krishna Institute of Medical Sciences "Deemed To Be University", Karad is located in Western Maharashtra, India against the background of mountains and valleys. The green, eco-friendly campus is spread over 55.24 acres and is accredited by various accrediting

This MOU shall continue in force until the expiry of the MOU Period stated above ("MOU Expiry Date") or the execution of formal definitive academic collaboration agreement between the Parties, whichever is the earlier. After the expiration of the MOU Period, this MOU may be extended or renewed for a further period to be agreed upon by both Parties in writing.

2. OBJECTIVES and SCOPE of MOU

2.1 The scope and objectives of this MOU is to ensure a mutual understanding of key responsibilities of each Party to promote academic and non-academic exchanges of the following areas:

- Exchange of faculty as visiting professor and /or examiners
- Utilization of library or learning resources
- Participation and collaboration in scientific events
- Student exchange programme in short term courses.
- Benchmarking the academic and non-academic performance indicators for the quality assurance
- Faculty research collaboration on topics of mutual interest
- Students for academic, research and experiential training
- Use of facilities for research
- Take-up joint consultancy works

2.2 It is acknowledged that the collaboration between the Parties may be a continuously evolving process and that the terms of this MOU may be amended to reflect accordingly subject to Clause 2.1.

3. RESPONSIBILITIES

3.1 The Faculty of Pharmacy, KIMSDU, Karad and Faculty of Pharmacy, DITU, Dehradun agreed to identify various areas of interest and depute faculty on as per requirements.

3.2 Both the parties, will provide research insights, faculty guidance & support, infrastructural support & facilities regarding experimentation for minor research projects to the students of both the institutions, symbiotically, for enhancing the quality of research of the students

3.3 Both the parties, will organize technical competitions, elocution competitions, quizzes, debates, etc. Such programmes will be conducted on a regular basis by both the parties as and when called for and informed to each other well in advance.

3.4 Soft skill development programmes, seminars, conferences, workshops etc. for students of both the institutions shall be organized by both the parties, for skill set enhancement of the students of both the institutions. Such programmes shall be conducted regularly by both the institutions with prior discussion.

3.5 Areas of staff development shall be identified for training to faculty/ staff or both the parties for their professional growth.

3.6 In addition, these parties involve their staff in carrying out other activities, which is not defined here in this MoU, after mutual consultation.

4.0 AMENDMENT TO THE MOU:

- 9.1 The Parties acknowledge and agree that any and all patents, copyright, trademarks, trade names, designs (whether registered or not), trade secrets, Confidential Information and other intellectual property or proprietary rights ("Intellectual Property Rights") subsisting in all materials and documentation provided by either Party to the other Party under this MOU or which either Party has access to by virtue of this Agreement, are the exclusive property of each of the respective Parties and no such rights are in any way transferred to either Party during this MOU.
- 9.2 Either Party shall not, during or at any time after termination of this MOU, in any way claim, question or dispute the ownership of each of the respective Parties to any Intellectual Property Right referred to in Clause 9.1.
- 9.3 Both parties shall share all data and research findings, patent right, copyright and any other Intellectual Property Rights resulting from the cooperative efforts of both Parties subject to clause 9.1 and 9.2 above.

10. TERMINATION

During the validity of this MOU, either Party can terminate this MOU by giving Three (3) months written notice for any reason.

11. NON-BINDING NATURE

This MOU represents the good faith and understanding of the Parties to proceed further with the proposed academic collaboration and each of the Parties shall do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this MOU.

Save and except for Clauses 8 and 9, this MOU is not legally binding upon the Parties. None of the Parties will be responsible or liable to the other Party on whatever legal grounds should negotiations between the Parties to enter into the definitive formal academic collaboration agreement fail save for any breach of Clause 8 and 9.

IN WITNESS TO THIS MEMORANDUM OF UNDERSTANDING WHEREOF the authorized representative of the parties hereunto affixes their signature.

For and on behalf of

For and on behalf of

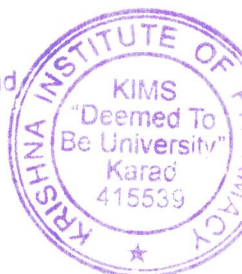
DIT University,
Dehradun, India

Faculty of Pharmacy
Krishna Institute of Medical Sciences
"Deemed To Be University", Karad

Dr. Surbhi Sachdeva
Registrar,
DIT University, Dehradun

Dr. Rajendra C. Dojjad
Dean,
Faculty of Pharmacy,
Krishna Institute of Medical Sciences,
"Deemed To Be University" Karad,
KIMSDU, Karad

Registrar
DIT University, Dehradun
Date: 26/08/20





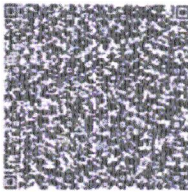
सत्यमेव जयते

INDIA NON JUDICIAL

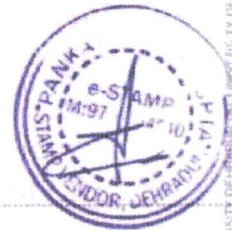
Government of Uttarakhand

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Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DIT UNIVERSITY DEHRADUN
Second Party	: AMRITSAR EYE CLINIC DEHRADUN
Stamp Duty Paid By	: DIT UNIVERSITY DEHRADUN
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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DIT University, Dehradun



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18/11/2022 02:10 PM IN-UK18188149901472U SUBIN-UKUK120290441860625508171U DEHRADUN DIT UNIVERSITY DEHRADUN

Memorandum of Understanding (MOU)

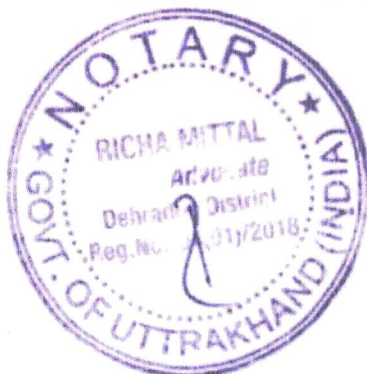
This Memorandum of Understanding is made on November 15, 2022 at Dehradun between (Here in after called the First Party), **Unison Education Foundation**, a society registered under the Societies Registration Act bearing Registration No.UK06003032020003581 having its registered office at Third Floor, Administrative Block, IMS Unison University, Village Makkawala, Dehradun, Uttarakhand,248009, hereinafter called the First Party.

And Whereas the **Second Party, Amritsar Eye Clinic**, having Hospital at no 122, 1 EC Road Dalanwala, Dehradun Uttarakhand 248001, its Director, Dr. Dinesh Sharma has been duly authorized to enter into and sign the present Memorandum of Understanding on behalf of the Second Party.

Whereas the first party owns, manages and operates a University in the name of DIT University which offers various specializations in the domain of healthcare professions run under the management of Unison Education Foundation, duly registered, under the societies registration act bearing Registration No. UK06003032020003581 having its registered office at Third Floor, Administrative Block, IMS Unison University, Village Makkawala, Dehradun, Uttarakhand,248009 duly authorized to sign the present Memorandum of Understanding on behalf of the First Party.

And Whereas the Second party, Amritsar Eye Clinic, no 122, 1 EC Road, Dalanwala, Dehradun, Uttarakhand- 248001, is a leading Government recognized hospital with super specialty in Ophthalmology services for 10 Beds.

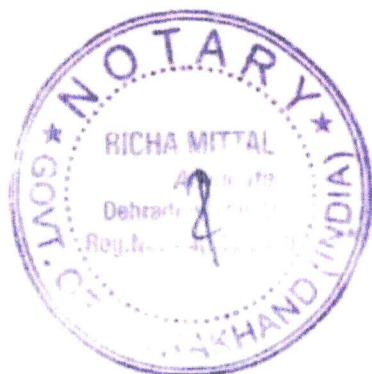
And whereas the First Party is affiliating their institute with the Second Party for imparting practical training to the students of First Party, as this practical training is mandatory for four months in a year part as per the curriculum of the courses offered by the First Party.



And whereas the terms agreed between the parties are liable to be reduced in writing hence the present Memorandum is being executed.

Now This Memorandum of Understanding Witnessed as under:

1. That the Second Party (Amritsar Eye Clinic) does here by agree to provide all necessary services at the time of training of the optometry students at their hospital premises. Amritsar Eye Clinic under the sharing of tuition fees of Rs. 3000/- (Rupees Three Thousand per student per month) which may be revised on mutual consent after a year with for the purpose of running the practical course of the First Party as mentioned.
2. That the present affiliation has been granted by the Second Party to the First Party on the terms and conditions requisite under law.
3. The Second Party shall provide the affiliation of beds attachment to First Party for clinical training for the students of First Party.
4. The First Party shall be sending their students of streams (four months in a year) mentioned above for clinical training, for which the Second Party shall be providing practical clinical training to the students of the First Party.
5. That the students of the First Party shall follow the norms and standards of the Second Party and maintain the high code of ethics of the Medical profession during their practical.
6. That the Second Party shall not be liable to any losses or injury occurred to the students of the First Party in the course of their practical training, the sole responsibility during the course of training shall be of the First Party.
7. That any loss caused by the students of the First Party in the course of their practical training to the infrastructure, equipment's, machines etc. of the Second Party, the amount of loss that is suffered by the Second Party shall be paid by the First Party.



8. That the affiliation of the first Party and Second Party under present memorandum of Understanding is for a period of three years the term herein may be extended on the consent (in working) of both the parties.

9. That the First Party do hereby undertake that under the present Memorandum of Understanding they shall not have any right/title over infrastructure/building of the Second Party in any manner what so ever.

10. That any other payment required to be made to the Government authority, in pursuance of the present agreement, shall be borne by the First Party.

11. That the permission, if any from any Government or Semi Government body is required to do the activities under the present Memorandum of Understanding, then shall be obtained by the First Party at their expenses.

12. That stamp duty or any other charges attracted to the present Memorandum of Understanding shall be solely borne by the First Party.

IN WITNESS WHERE OF the Parties hereto have hereunto set and subscribed their respective hands and seal in presence of the witnesses on the day, month and year first here in above written.

(FIRST PARTY)

Suhagi



Authorized Signatory
Registrar
DIT University, Dehradun

(SECOND PARTY)

Dr. Dinesh Sharma



Authorized Signatory

Witnesses

1. *Dr. R. Jha*
15/11/2022



2. _____

15/11/22

ATTESTED

Richa Mittal
RICHA MITTAL (Advocate & Notary,
Dehradun (Uttarakhand) India
Reg. No. 046012018

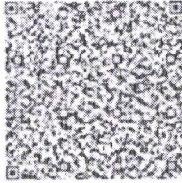


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Property Description : NA
Consideration Price (Rs.) : 0
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First Party : DIT UNIVERSITY DEHRADUN
Second Party : NA
Stamp Duty Paid By : DIT UNIVERSITY DEHRADUN
Stamp Duty Amount(Rs.) : 100
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राज्य के निजी नर्सिंग/पैरामेडिकल संस्थानों के प्रशिक्षणार्थियों को CHC सहसपुर में व्यवहारिक प्रशिक्षण प्रदान किए जाने हेतु समझौता ज्ञाप

(Memorandum of Understanding)

समक्ष: मुख्य चिकित्साधिकारी, देहरादून।

प्रथम पक्ष- मुख्य चिकित्साधीक्षक / चिकित्साधीक्षक CHC सहसपुर, देहरादून

बनाम

चिकित्सा अधीक्षक, सामुदायिक स्वास्थ्य केन्द्र सहसपुर
द्वितीय पक्ष- कुलसचिव, डी0आई0टी0 कॉलेज ऑफ नर्सिंग (डी0आई0टी0 विश्वविद्यालय)

Kunag
Registrar
DIT University, Dehradun

1. यह कि व्यवहारिक प्रशिक्षण के दौरान द्वितीय पक्ष डी0आई0टी0 कॉलेज ऑफ नर्सिंग (डी0आई0टी0 विश्वविद्यालय), देहरादून के प्रशिक्षकों द्वारा प्रथम पक्ष के अधीन तैनात विभागीय नर्सिंग/पैरामेडिकल स्टाफ के अधीन प्रशिक्षण प्राप्त किया जायेगा, जिससे मरीजों को चिकित्सा सुविधा सुचारु रूप से प्राप्त हो सकेगी।
2. प्रशिक्षण संस्थान के प्रशिक्षणार्थियों द्वारा व्यवहारिक प्रशिक्षण के समय किसी भी प्रकार की अनुशासनहीनता या राजकीय चिकित्सालय की चल-अचल सम्पत्ति की क्षति की जाती है तो उसका हर्जाना क्षति के अनुपात में (तत्समय बाजार दर के आधार पर) द्वितीय पक्ष डी0आई0टी0 कॉलेज ऑफ नर्सिंग (डी0आई0टी0 विश्वविद्यालय), देहरादून द्वारा वहन किया जायेगा।
3. द्वितीय पक्ष द्वारा CHC सहसपुर में व्यवहारिक प्रशिक्षण हेतु प्रतिप्रशिक्षणार्थी रू0 2000/- प्रति पाठ्यक्रम की दर से शुल्क प्रशिक्षण प्रारम्भ होने से पूर्व प्रथम पक्ष के प्रबंधन समिति के कोष में जमा किया जाना अनिवार्य होगा, जिसमें 10 मानदेय उन कर्मियों को देय होगा, जो व्यवहारिक प्रशिक्षण में सहयोग हेतु कार्यरत रहेंगे।
4. द्वितीय पक्ष/प्रशिक्षण संस्थान द्वारा अपने संस्थान के छात्र-छात्राओं को रव्य के परिवहन पर चिकित्सा इकाई में आवागमन कराया जायेगा।
5. द्वितीय पक्ष/प्रशिक्षण संस्थान द्वारा निर्धारित कार्य दिवस के भीतर ही संस्थान के छात्र-छात्राओं को व्यवहारिक प्रशिक्षण हेतु चिकित्सा इकाई में भेजा जायेगा।
6. द्वितीय पक्ष/प्रशिक्षण संस्थान के छात्र-छात्राओं द्वारा यदि प्रशिक्षण के दौरान किसी प्रकार का अभद्रता/लापरवाही की जाती है तो उसका सम्पूर्ण दायित्व प्रशिक्षण संस्थान के सक्षम अधिकारी का होगा।
7. प्रथम पक्ष को यह अधिकार होगा कि द्वितीय पक्ष से व्यवहारिक प्रशिक्षण के दौरान स्थिति विवादित होने पर संबंधित जनपद के मुख्य चिकित्साधिकारी से अनुमति प्राप्त कर प्रशिक्षण समाप्त किये जाने की कार्यवाही कर सकेगा।

दिनांक: 21/6/2022

स्थान: देहरादून

चिकित्सा अधीक्षक,

त्रिविध स्वस्थ केन्द्र

सामुदायिक स्वास्थ्य केन्द्र देहरादून

प्रथम पक्ष

कुलसचिव

डी0आई0टी0 विश्वविद्यालय

देहरादून

द्वितीय पक्ष

Registrar

DIT University, Dehradun

मुख्य चिकित्साधिकारी

मुख्य चिकित्साधिकारी
देहरादून



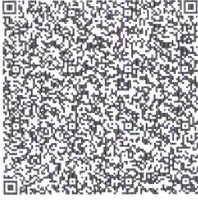


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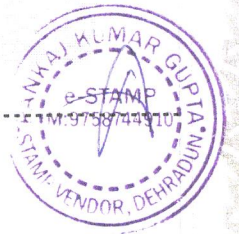
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Unique Doc. Reference : SUBIN-UKUK120290468814407682176T
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Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : DIT UNIVERSITY DEHRADUN
Second Party : KRISHNA MEDICAL CENTRE
Stamp Duty Paid By : DIT UNIVERSITY DEHRADUN
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

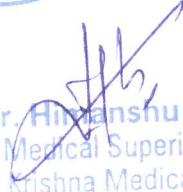


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Registrar
DIT University, Dehradun




Dr. Himanshu Agarwal
Medical Superintendent
Krishna Medical Centre
22-Inder Road, Dehradun

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AGREEMENT

This Agreement (“**agreement**”) is made effective from **20 July 2021** at Dehradun between

Unison Education Foundation, a society registered under the Societies Registration Act, bearing Registration No. UK06003032020003581 having its registered office at Third Floor, Administrative Block, IMS Unison University, Village Makkawala, Dehradun, Uttarakhand, 248009, hereinafter called the “**First Party**”.

KRISHNA MEDICAL CENTRE, a company registered under the Companies Act, 1956, and registered office at 22, Inder Road, Panchpuri Colony, Dalanwala, Dehradun, Uttarakhand 248001 (“**Company**”) hereinafter called the “**Second Party**”.

WHEREAS the First Party owns, manages and operates a University in the name of DIT UNIVERSITY, Mussoorie Diversion Road, Dehradun (UK) 248009, hereinafter called, the (“**Institute**”).

AND WHEREAS the Second Party is running hospital in the name of “**Krishna Medical Centre**”, at 22, Inder Road, Panchpuri Colony, Dalanwala, Dehradun, Uttarakhand 248001 (“**Hospital**”).

AND WHEREAS the Institute has undertaken an educational program commencing from the Academic Year 2022-2023 in the discipline of **B.Sc. Nursing, Post Basic B.Sc.(N), GNM, M.Sc.(N), BPT, Nursing, Paramedical and Allied Health Programmes**.

AND WHEREAS the First Party and Second Party desire to affiliate for the purpose of carrying out said educational program in the discipline of **B.Sc. Nursing, Post Basic B.Sc.(N), GNM, M.Sc.(N), BPT, Nursing, Paramedical and Allied Health Programmes** and meeting the medical needs of the Hospital’s patients.


NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

A. THE FIRST PARTY/ INSTITUTE’S RESPONSIBILITIES

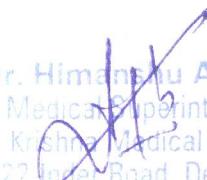
1- The Institute’s faculty will be responsible for student assignments, supervision, and evaluation. The Institute shall have full responsibility for planning and determining the adequacy of the educational experience of participating students in theoretical training, basic skills, professional ethics, attitude and behaviour. The Institute shall assign to the Hospital only those students who have satisfactorily completed the prerequisites of the Institute’s educational program before assignment to the Hospital.

2- The Institute shall send only students who are believed to be in good health at the time of reporting for their educational experience. The Institute shall provide evidence that each student assigned to the Hospital is in good standing and has on record: (a) a complete physical examination showing good general health; and (b) proof of immunization as specified by the Hospital (c) any other tests specified by the Hospital. The Institute shall provide such records to the Hospital at its request or require Institute to submit such records to the Hospital. The Hospital will not be liable in the event of a student who is not immune becomes infected with any diseases as a result of his/her association with the Hospital.

3- The Institute will instruct students to participate in activities such as orientation designed to familiarize them with facilities, patients, the philosophy, policies and procedures used to provide care, and such other aspects as are pertinent.


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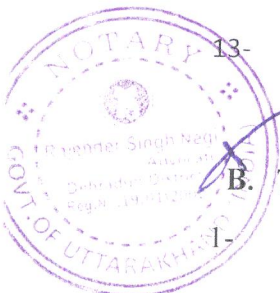



Dr. Himanshu Agarwal
Medical Superintendent
Krishna Medical Centre
22 Inder Road, Dehradun

- 4- The Institute shall inform students that their apparel and appearance needs to be within the Hospital's dress code and expectations.
- 5- The Institute shall designate a member of its faculty to coordinate particular program with a designated member of the Hospital's staff.
- 6- The Institute shall provide the Hospital with the anticipated number, type of schedule planned, the kind of educational experiences desired and the academic status of students at a mutually agreed upon time; provided however, certain graduate students may arrange their own clinical education. The Hospital must approve the number, placement and scheduling of all Students. The Institute shall provide the Hospital with any other pertinent information as requested such as a list of students' names or health status reports.
- 7- The Institute shall ensure that the students understand the importance of and their responsibility for respecting the confidential and privileged nature of all information which may come to their attention about patients and records of the Hospital. The Institute shall direct its students to comply with the Hospital's policies and procedures governing the use and disclosure of individually identifiable health information. The Institute agrees that a student's breach of Hospital's policies concerning confidentiality shall be grounds for student discipline by the Institute, including removal from Hospital and any the First party shall indemnify the Second party against any liability or damages suffered by it arising due to breach of this provision by its students, without any demur whatsoever.
- 8- The Institute shall inform students that they are not to submit for publication any material relating to the clinical education experience without prior written approval from the Institute and the Hospital.
- 9- The Institute will advise students to function within the Hospital's policies and procedures.
- 10- First Party or Institute shall not use the Second Party/Hospital's name or logo in any descriptive or promotional literature or communication of any kind without the prior written approval of Second Party/Hospital.
- 11- The Institute and the Hospital shall mutually agree upon and arrange the types of clinical experience to meet course objectives, dates of clinical experience, and the number of students.
- 12- That any other payment required to be made to the Govt. authority, in pursuance of the present Agreement, shall be borne by the First Party.
- 13- That the permission, licenses and approvals, if any from any govt. or Semi-Govt. body is required to do the activities under the present Agreement, then the same shall be obtained by the First Party at their expenses.

B. THE HOSPITAL'S RESPONSIBILITY:

- 1- The Hospital shall designate a member to function as a liaison or coordinator with whom the Institute's program coordinator/faculty is to communicate for the conduct of a clinical education program.
- 2- The Hospital will provide the necessary training and Observership to the enrolled students, as prescribed by the Nursing Council of India and/or any other regulatory body/agency of the Central Government or the Government of Uttarakhand, with an orientation provided to the enrolled students about the Hospital and its facilities as guided by faculty of First Party.
- 3- That the Second Party shall not be liable to any losses or injury occurred to the students of the First Party in the course of their training, the sole responsibility during the course of training shall be of the First Party. However, the Hospital shall use its best efforts to arrange for immediate emergency care of students in the event of accidental injury or illness, but shall not be responsible for costs involved, follow-up care, or hospitalization.



V. Sunag
Registrar
DIT University, Dehradun



Himanshu Agarwal
Medical Superintendent
Krishna Medical Centre
72, Jindar Road, Dehradun

- 4- That any loss caused by the students of the First Party in the course of their training to the infrastructure, equipment, machines etc. of the Second Party, the Agreement of loss thus suffered by the Second Party shall be paid by the First Party.
- 5- The Hospital may require the Institute to withdraw from the Hospital any student whose performance is unsatisfactory or whose characteristics and activities are detrimental to the Hospital's responsibilities for health care.
- 6- The Students are not agents, employees or servants of the Hospital for any purpose whatsoever and said individuals participating in the health professions program are Students and not acting on behalf of the Hospital.
- 7- The Hospital shall not liable to pay stipend or any other Agreement to the students of the Institute during their training at the Hospital.
- 8- The Hospital will take ownership of guest lectures on need basis of First party.
- 9- That the Second Party, under "Krishna Medical Centre", Dehradun is currently a 52 bedded facility, out of which all 52 beds shall be exclusively earmarked for Observership and Learning Program of **B.Sc. Nursing, Post Basic B.Sc.(N), GNM, M.Sc.(N), BPT, Nursing, Paramedical and Allied Health Programmes.**

C. FEE

In consideration of the Second Party providing training to the students of the First Party, the First Party shall pay to the Second Party annual fee of INR 2500/- (Indian Rupee Two Thousand Five Hundred Only) inclusive of all taxes ("Fee") per student. The fee will be effective from the date, students start using the facilities of the Hospital for training purposes.

TERM, MODIFICATION AND TERMINATION

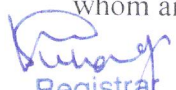
- 1- This Agreement may be revised or modified only by mutual written consent of the parties.
- 2- This Agreement shall be in effect for eleven (11) years unless terminated or modified as herein provided.
- 3- Either party may terminate this Agreement, without cause, with at least thirty (30) days written notice to the other party; provided however, that such termination shall not prejudice the rights of the currently enrolled students.

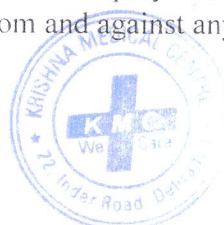
D. CONFIDENTIALITY

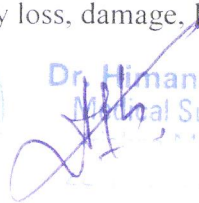
That each of the parties shall maintain the utmost confidentiality, regarding the contents of this Agreement at all times, and no party shall use or disclose any confidential information of the other party for any purpose other than as explicitly permitted by this Agreement, without the prior written consent of such other party. Provided however, nothing contained herein shall affect the ability of the parties to make disclosure to any governmental authority or any other person under the provisions of any applicable law, provided however in all such circumstances, the disclosing party shall give prior notice to the other party before making the disclosure, indicating the nature of information that is proposed to be disclosed and in sufficient time to allow the other party to seek confidentiality of the information being disclosed, to the extent permitted by law. The receiving party obligations shall survive the termination or expiration of this Agreement.

E. INDEMNIFICATION:

The First Party/Institute agrees to indemnify and hold harmless the Second Party and Hospital and its successors, assigns, directors, officers, employees, and any other person for whom any of them may be legally responsible, from and against any loss, damage, liability,


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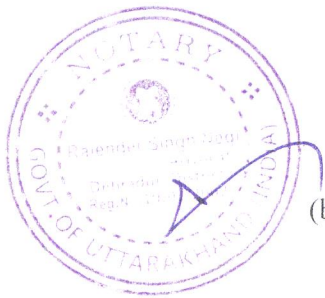

Dr. Himanshu Agarwal
Medical Superintendent
Krishna Medical Centre

cost, claim, or expense, including reasonable attorney fees, arising from or related to any breach of this Agreement or the negligent act or omission by the First Party/Institute or its successors, assigns, directors, officers, employees, students or any other person for whom it may be legally responsible. This Section 4 shall survive the expiration or termination of this Agreement.

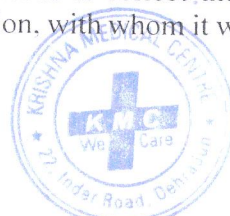
F. ANTI- BRIBERY & ANTI – CORRUPTION:

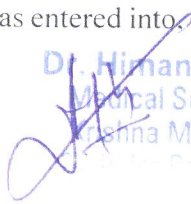
Each Party agrees and undertakes on behalf of itself and its directors, officers, employees, agents, representatives and any other person acting for or on behalf of the foregoing, by whatever name called (a “Party Representative”), and shall ensure that its directors, officers, employees and Party Representatives, comply with each of the covenants laid herein below for the performance of their respective obligations under this Agreement:

- x Each Party agrees and undertakes that it is aware of and shall comply with all Anti-Corruption laws.
- x Each Party agrees and undertakes that it shall not, directly or indirectly, provide, make, offer, authorize, or accept, any payment, gift, promise, advantage or anything of value, including money, to or for the use or benefit of any Government Official under circumstances where the Party knew or ought to have known that all or a portion of such payment, gift, promise, advantage or thing of value would be offered, given or promised to:
 - (a) any Government Official (i) in order to influence any act or decision of the Government Official in their official capacity; (ii) to induce the Government Official to act or omit to act in violation of lawful duties or contrary to principles of honesty and integrity; (iii) to obtain, retain or direct business for, with or to the Party or any Party Representative; (iv) to secure any improper advantage; or (v) as a facilitation payment;
 - (b) any person, including a Government Official, in order to (i) influence such a person to act in breach of any fiduciary duty, duty of good faith, impartiality or trust; or (ii) to reward such a person for acting in the manner laid down in this sub-clause (i); or
- x Each Party agrees and undertakes that it shall not commit any act or omission which causes or could cause the other Party to breach or commit an offence under the Anti-Corruption Laws.
- x Each Party agrees and undertakes that it shall maintain complete and accurate books and records in accordance with the Anti-Corruption Laws, shall not disguise or improperly record any payment or transaction that may violate terms laid down hereunder, the Anti-Corruption Laws or under any other applicable law, including but not limited to payments to Government Officials.
- x Each Party shall ensure that it maintains a system of internal controls sufficient to provide reasonable assurances that the Party’s transactions and any disposition of Party assets are executed consistent with the authorization of management, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom




Registrar
DIT University, Dehradun



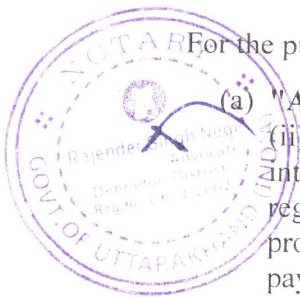

Dr. Himanshu Agarwal
Medical Superintendent
Krishna Medical Centre
72, Indir Road, Dehradun

it was undertaken, or what was exchanged. Each Party agrees to retain such books and records for a period of 13 (thirteen) years.

- x Each Party agrees and undertakes to maintain adequate written policies and procedures to comply with all applicable international, national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official or any other person in any manner whatsoever including as set out hereunder, Anti-Corruption Laws or under any applicable law.
- x Each Party shall ensure that its Party Representatives comply with the provisions set out in hereunder and under any related applicable law.
- x In the event that any Party becomes aware that it or any Party Representative has breached an obligation hereunder or under any applicable law, it will promptly notify the other Parties, subject to the preservation of legal privilege.
- x Neither Party or any of its subsidiaries or affiliates nor any of their respective directors, officers, employees, agents or representatives, is a Sanctioned Person.
- x Nothing herein shall require any Party to perform any part of this [Agreement] or take any actions if, by doing so, the Party would not comply with the Anti-Corruption Laws or the provisions set out hereunder. It is clarified that the obligations in this clause shall survive the termination or expiry of this [Agreement]/ scope of work contained herein.
- x Failure to comply with the terms of the above provisions, including any failure to keep accurate books and records sufficient to permit an audit under this provision by SKMH or its professional advisors, shall give SKMH the right, in its sole discretion, to terminate this [Agreement] immediately and without penalty.

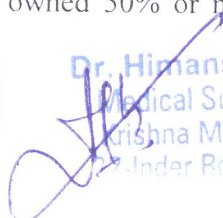
For the purpose of this Clause, the following terms shall have the meaning set out herein:

- (a) **"Anti-Corruption Laws"** shall mean (i) (Indian) Prevention of Corruption Act, 1988; (ii) (Indian) Prevention of Money Laundering Act, 2002; and (iii) all applicable international, national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official or any other person.
- (b) **"Government Official"** means any (i) official, employee or any person acting in an official capacity for or on behalf of any branch of government, or any agency, ministry, or department of a government (at any level), (ii) director, officer or employee of an entity or instrumentality wholly or partially controlled by a government (for example, a state owned oil company), (iii) officer, employee, official or any person acting in an official capacity for or on behalf of any political party or public international organization, such as the United Nations or the World Bank, (iv) political party candidate, or (v) immediate family member (meaning a spouse, dependent child, sibling, parent, or household member) of any of the foregoing.
- (c) **"Sanctioned Person"** means a person that is at any time (a) the subject of Sanctions (b) located in or organized under the laws of a country or territory which is the subject of country- or territory-wide Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan, Syria or the Crimea region); or (c) owned 50% or more, or controlled by, any of the foregoing.




Registrar
DIT University, Dehradun




Dr. Himanshu Agarwal
Medical Superintendent
Krishna Medical Centre
27, Linder Road, Dehradun

G. MISCELLANEOUS:

1. The First Party agrees that it shall not use the Second Party's name, trademarks, service marks, logos, trade names and/or branding without prior written consent from the Second Party, except that it may use the name of the Second Party while ensuring performance of the services contemplated under this AGREEMENT to the limited use of educating and/or making aware and/or informing students undergoing courses in the Institute. The portrayal of the affiliation will be honest and transparent with the aim of spreading awareness amongst the students.
2. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
3. This Agreement shall be governed by and construed in accordance with the laws of India. The parties hereto consent to jurisdiction of Courts at Dehradun, Uttarakhand only and hereby waive any and all defense thereto.
4. This Agreement is to be effective only in regards to the parties' rights and obligations with respect to each other. It is expressly not the intent of the parties to create any independent rights in any third party or to make any third-party beneficiary of this Agreement and no privity of contract shall exist between third parties and each party.
5. This Agreement shall not be assignable, in whole or in part, by either party without the prior written consent of the other party; provided, however, Hospital may assign this Agreement to a successor entity or to a related or affiliated organization without the prior consent of the Institute.
6. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other discussions, statements, understandings, and prior agreements regarding such matters.

IN WITNESS WHERE OF the Parties hereto have hereunto set and subscribed their respective hands and seal in presence of the witnesses on the day, month, and year first here in above written.

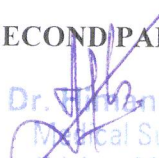
(FIRST PARTY)


Registrar
DIT University, Dehradun
AUTHORIZED SIGNATORY

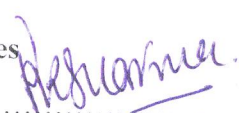


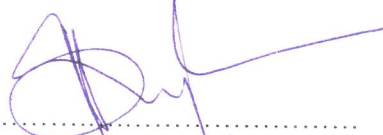
(SECOND PARTY)




Dr. Anshu Agarwal
Medical Superintendent
Krishna Medical Centre
Dehradun
AUTHORIZED SIGNATORY

Witnesses

1 - 
Dr. Pawan Kumar Poras
Dy. Registrar, DIT University

2 - 
Capt. S. Raghavan C
Deputy Registrar
DIT University
Dehradun.

ATTESTED
(RAJENDER SINGH NEGI)
ADVOCATE & NOTARY
DEHRADUN DISTRICT

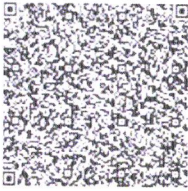


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK47397359860204T
Certificate Issued Date : 05-Oct-2021 12:10 PM
Account Reference : NONACC (SV)/ uk1202904/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK120290498960735154494T
Purchased by : UNISON EDUCATION FOUNDATION
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : UNISON EDUCATION FOUNDATION
Second Party : LANDOUR COMMUNITY HOSPITAL
Stamp Duty Paid By : UNISON EDUCATION FOUNDATION
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



AGREEMENT

This Agreement ("agreement") is made effective from July 2021 at Dehradun between

Unison Education Foundation, a society registered under the Societies Registration Act, bearing Registration No. UK06003032020003581 having its registered office at Third Floor, Administrative Block, IMS Unison University, Village Makkawala, Dehradun, Uttarakhand, 248009, hereinafter called the "First Party".

LANDOUR COMMUNITY HOSPITAL, a company registered under the Companies Act, 1956, and registered office at **LANDOUR MUSSOORIE**, Uttarakhand ("Company") hereinafter called the "Second Party".

WHEREAS the First Party owns, manages and operates a University in the name of DIT UNIVERSITY, Mussoorie Diversion Road, Dehradun (UK) 248009, hereinafter called, the ("Institute").

AND WHEREAS the Second Party is running hospital in the name of **LANDOUR COMMUNITY HOSPITAL** at **LANDOUR MUSSOORIE**, Uttarakhand ("Hospital").

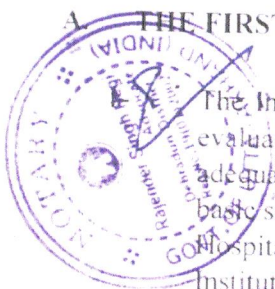
AND WHEREAS the Institute has undertaken an educational program commencing from the Academic Year 2022-2023 in the discipline of **B.Sc. Nursing, Post Basic B.Sc.(N), GNM, M.Sc., BPT, Nursing, Paramedical and Allied Health Programmes**.

AND WHEREAS the First Party and Second Party desire to affiliate for the purpose of carrying out said educational program in the discipline of **B.Sc. Nursing, Post Basic B.Sc.(N), GNM, M.Sc., BPT, Nursing, Paramedical and Allied Health Programmes** and meeting the medical needs of the Hospital's patients.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

A. THE FIRST PARTY/ INSTITUTE'S RESPONSIBILITIES

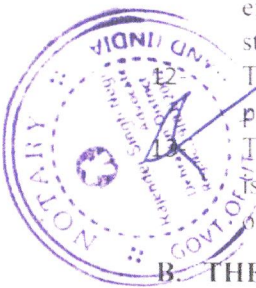
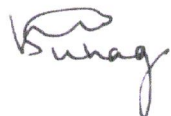
- The Institute's faculty will be responsible for student assignments, supervision, and evaluation. The Institute shall have full responsibility for planning and determining the adequacy of the educational experience of participating students in theoretical training, basic skills, professional ethics, attitude and behaviour. The Institute shall assign to the Hospital only those students who have satisfactorily completed the prerequisites of the Institute's educational program before assignment to the Hospital.
- 2- The Institute shall send only students who are believed to be in good health at the time of reporting for their educational experience. The Institute shall provide evidence that each student assigned to the Hospital is in good standing and has on record: (a) a complete physical examination showing good general health; and (b) proof of immunization as specified by the Hospital (c) any other tests specified by the Hospital. The Institute shall provide such records to the Hospital at its request or require Institute to submit such records to the Hospital. The Hospital will not be liable in the event of a student who is not immune becomes infected with any diseases as a result of his/her association with the Hospital.



- 3- The Institute will instruct students to participate in activities such as orientation designed to familiarize them with facilities, patients, the philosophy, policies and procedures used to provide care, and such other aspects as are pertinent.
- 4- The Institute shall inform students that their apparel and appearance needs to be within the Hospital's dress code and expectations.
- 5- The Institute shall designate a member of its faculty to coordinate particular program with a designated member of the Hospital's staff.
- 6- The Institute shall provide the Hospital with the anticipated number, type of schedule planned, the kind of educational experiences desired and the academic status of students at a mutually agreed upon time; provided however, certain graduate students may arrange their own clinical education. The Hospital must approve the number, placement and scheduling of all Students. The Institute shall provide the Hospital with any other pertinent information as requested such as a list of students' names or health status reports.
- 7- The Institute shall ensure that the students understand the importance of and their responsibility for respecting the confidential and privileged nature of all information which may come to their attention about patients and records of the Hospital. The Institute shall direct its students to comply with the Hospital's policies and procedures governing the use and disclosure of individually identifiable health information. The Institute agrees that a student's breach of Hospital's policies concerning confidentiality shall be grounds for student discipline by the Institute, including removal from Hospital and any the First party shall indemnify the Second party against any liability or damages suffered by it arising due to breach of this provision by its students, without any demur whatsoever.
- 8- The Institute shall inform students that they are not to submit for publication any material relating to the clinical education experience without prior written approval from the Institute and the Hospital.
- 9- The Institute will advise students to function within the Hospital's policies and procedures.
- 10- First Party or Institute shall not use the Second Party/Hospital's name or logo in any descriptive or promotional literature or communication of any kind without the prior written approval of Second Party/Hospital.
- 11- The Institute and the Hospital shall mutually agree upon and arrange the types of clinical experience to meet course objectives, dates of clinical experience, and the number of students.
- 12- That any other payment required to be made to the Govt. authority, in pursuance of the present Agreement, shall be borne by the First Party.
- 13- That the permission, licenses and approvals, if any from any govt. or Semi-Govt. body is required to do the activities under the present Agreement, then the same shall be obtained by the First Party at their expenses.

B. THE HOSPITAL'S RESPONSIBILITY:

- 1- The Hospital shall designate a member to function as a liaison or coordinator with whom the Institute's program coordinator/faculty is to communicate for the conduct of a clinical education program.
- 2- The Hospital will provide the necessary training and Observership to the enrolled students, as prescribed by the Nursing Council of India and/or any other regulatory body/agency of the Central Government or the Government of Uttarakhand, with an orientation provided to the enrolled students about the Hospital and its facilities as guided by faculty of First Party.



- 3- That the Second Party shall not be liable to any losses or injury occurred to the students of the First Party in the course of their training, the sole responsibility during the course of training shall be of the First Party. However, the Hospital shall use its best efforts to arrange for immediate emergency care of students in the event of accidental injury or illness, but shall not be responsible for costs involved, follow-up care, or hospitalization.
- 4- That any loss caused by the students of the First Party in the course of their training to the infrastructure, equipment, machines etc. of the Second Party, the Agreement of loss thus suffered by the Second Party shall be paid by the First Party.
- 5- The Hospital may require the Institute to withdraw from the Hospital any student whose performance is unsatisfactory or whose characteristics and activities are detrimental to the Hospital's responsibilities for health care.
- 6- The Students are not agents, employees or servants of the Hospital for any purpose whatsoever and said individuals participating in the health professions program are Students and not acting on behalf of the Hospital.
- 7- The Hospital shall not liable to pay stipend or any other Agreement to the students of the Institute during their training at the Hospital.
- 8- The Hospital will take ownership of guest lectures on need basis of First party.
- 9- That the Second Party, under LANDOUR COMMUNITY HOSPITAL, MUSCOORIE is currently a 35 bedded facility, out of which all 35 beds shall be exclusively earmarked for Observership and Learning Program of B.Sc. Nursing, Post Basic B.Sc.(N), GNM, M.Sc., BPT, Nursing, Paramedical and Allied Health Programmes.

C. FEE

In consideration of the Second Party providing training to the students of the First Party, the First Party shall pay to the Second Party a annual fee of INR 2500/- (Indian Rupee TWO THOUSAND & FIVE Only) inclusive of all taxes ("Fee"). (Can be discussed mutually) HUNDRED ONLY (PER STUDENT PER ANNUM)

TERM, MODIFICATION AND TERMINATION

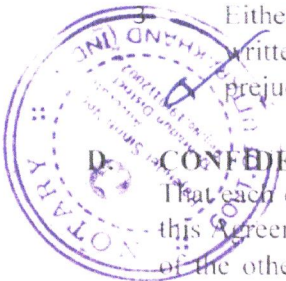
- 1- This Agreement may be revised or modified only by mutual written consent of the parties.
- 2- This Agreement shall be in effect for ~~eleven~~ (11) years unless terminated or modified as herein provided. Five (05) years

Either party may terminate this Agreement, without cause, with at least thirty (30) days written notice to the other party; provided however, that such termination shall not prejudice the rights of the currently enrolled students.

D. CONFIDENTIALITY

That each of the parties shall maintain the utmost confidentiality, regarding the contents of this Agreement at all times, and no party shall use or disclose any confidential information of the other party for any purpose other than as explicitly permitted by this Agreement, without the prior written consent of such other party. Provided however, nothing contained herein shall affect the ability of the parties to make disclosure to any governmental authority or any other person under the provisions of any applicable law, provided however in all such circumstances, the disclosing party shall give prior notice to the other party before making the disclosure, indicating the nature of information that is proposed to be disclosed and in sufficient time to allow the other party to seek confidentiality of the information being disclosed, to the extent permitted by law. The receiving party obligations shall survive the termination or expiration of this Agreement.

[Handwritten signatures]



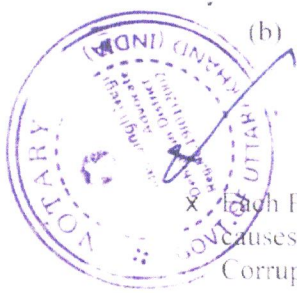
E. INDEMNIFICATION:

The First Party/Institute agrees to indemnify and hold harmless the Second Party and Hospital and its successors, assigns, directors, officers, employees, and any other person for whom any of them may be legally responsible, from and against any loss, damage, liability, cost, claim, or expense, including reasonable attorney fees, arising from or related to any breach of this Agreement or the negligent act or omission by the First Party/Institute or its successors, assigns, directors, officers, employees, students or any other person for whom it may be legally responsible. This Section 4 shall survive the expiration or termination of this Agreement.

F. ANTI-BRIBERY & ANTI-CORRUPTION:

Each Party agrees and undertakes on behalf of itself and its directors, officers, employees, agents, representatives and any other person acting for or on behalf of the foregoing, by whatever name called (a "Party Representative"), and shall ensure that its directors, officers, employees and Party Representatives, comply with each of the covenants laid herein below for the performance of their respective obligations under this Agreement:

- x Each Party agrees and undertakes that it is aware of and shall comply with all Anti-Corruption laws.
- x Each Party agrees and undertakes that it shall not, directly or indirectly, provide, make, offer, authorize, or accept, any payment, gift, promise, advantage or anything of value, including money, to or for the use or benefit of any Government Official under circumstances where the Party knew or ought to have known that all or a portion of such payment, gift, promise, advantage or thing of value would be offered, given or promised to:
 - (a) any Government Official (i) in order to influence any act or decision of the Government Official in their official capacity; (ii) to induce the Government Official to act or omit to act in violation of lawful duties or contrary to principles of honesty and integrity; (iii) to obtain, retain or direct business for, with or to the Party or any Party Representative; (iv) to secure any improper advantage; or (v) as a facilitation payment;
 - (b) any person, including a Government Official, in order to (i) influence such a person to act in breach of any fiduciary duty, duty of good faith, impartiality or trust; or (ii) to reward such a person for acting in the manner laid down in this sub-clause (i); or



Each Party agrees and undertakes that it shall not commit any act or omission which causes or could cause the other Party to breach or commit an offence under the Anti-Corruption Laws.

- x Each Party agrees and undertakes that it shall maintain complete and accurate books and records in accordance with the Anti-Corruption Laws, shall not disguise or improperly record any payment or transaction that may violate terms laid down hereunder, the Anti-Corruption Laws or under any other applicable law, including but not limited to payments to Government Officials.
- x Each Party shall ensure that it maintains a system of internal controls sufficient to provide reasonable assurances that the Party's transactions and any disposition of Party assets are executed consistent with the authorization of management, including but not limited to

Bunag *[Signature]*

using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged. Each Party agrees to retain such books and records for a period of 13 (thirteen) years.

- x Each Party agrees and undertakes to maintain adequate written policies and procedures to comply with all applicable international, national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official or any other person in any manner whatsoever including as set out hereunder, Anti-Corruption Laws or under any applicable law.
 - x Each Party shall ensure that its Party Representatives comply with the provisions set out in hereunder and under any related applicable law.
 - x In the event that any Party becomes aware that it or any Party Representative has breached an obligation hereunder or under any applicable law, it will promptly notify the other Parties, subject to the preservation of legal privilege.
 - x Neither Party or any of its subsidiaries or affiliates nor any of their respective directors, officers, employees, agents or representatives, is a Sanctioned Person.
 - x Nothing herein shall require any Party to perform any part of this [Agreement] or take any actions if, by doing so, the Party would not comply with the Anti-Corruption Laws or the provisions set out hereunder. It is clarified that the obligations in this clause shall survive the termination or expiry of this [Agreement]/ scope of work contained herein.
 - x Failure to comply with the terms of the above provisions, including any failure to keep accurate books and records sufficient to permit an audit under this provision by Landow Community Hospital (LCH) or its professional advisors, shall give LCH the right, in its sole discretion, to terminate this [Agreement] immediately and without penalty.
- For the purpose of this Clause, the following terms shall have the meaning set out herein:

- (a) "**Anti-Corruption Laws**" shall mean (i) (Indian) Prevention of Corruption Act, 1988; (ii) (Indian) Prevention of Money Laundering Act, 2002; and (iii) all applicable international, national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official or any other person.
- (b) "**Government Official**" means any (i) official, employee or any person acting in an official capacity for or on behalf of any branch of government, or any agency, ministry, or department of a government (at any level); (ii) director, officer or employee of an entity or instrumentality wholly or partially controlled by a government (for example, a state owned oil company); (iii) officer, employee, official or any person acting in an official capacity for or on behalf of any political party or public international organization, such as the United Nations or the World Bank; (iv) political party candidate; or (v) immediate family member (meaning a spouse, dependent child, sibling, parent, or household member) of any of the foregoing.
- (c) "**Sanctioned Person**" means a person that is at any time (a) the subject of Sanctions (b) located in or organized under the laws of a country or territory which is the subject of country- or territory-wide Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan, Syria or the Crimea region); or (c) owned 50% or more, or controlled by, any of the foregoing.



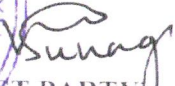
[Handwritten signature] *[Handwritten signature]*

G. MISCELLANEOUS:

1. The First Party agrees that it shall not use the Second Party's name, trademarks, service marks, logos, trade names and or branding without prior written consent from the Second Party, except that it may use the name of the Second Party while ensuring performance of the services contemplated under this AGREEMENT to the limited use of educating and or making aware and/or informing students undergoing courses in the Institute. The portrayal of the affiliation will be honest and transparent with the aim of spreading awareness amongst the students.
2. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
3. This Agreement shall be governed by and construed in accordance with the laws of India. The parties hereto consent to jurisdiction of Courts at Dehradun, Uttarakhand only and hereby waive any and all defense thereto.
4. This Agreement is to be effective only in regards to the parties' rights and obligations with respect to each other. It is expressly not the intent of the parties to create any independent rights in any third party or to make any third-party beneficiary of this Agreement and no privity of contract shall exist between third parties and each party.
5. This Agreement shall not be assignable, in whole or in part, by either party without the prior written consent of the other party; provided, however, Hospital may assign this Agreement to a successor entity or to a related or affiliated organization without the prior consent of the Institute.
6. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other discussions, statements, understandings, and prior agreements regarding such matters.



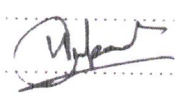
IN WITNESS WHERE OF the Parties hereto have hereunto set and subscribed their respective hands and seals in presence of the witnesses on the day, month, and year first here in above written.

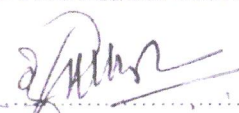

(FIRST PARTY)
AUTHORIZED SIGNATORY

(SECOND PARTY)
AUTHORIZED SIGNATORY

Witnesses

1-  (ADESH YADAV)

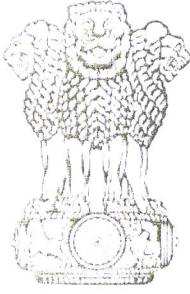
2-  (Hitash Upadhyay)


Senior Administrative Officer
Landour Community Hospital
Mussoorie-248179 Uttarakhand

ATTESTED

(RAJENDER SINGH NEGI)
Advocate & NOTARY
Office No. 92, 1st Floor
Rajendra Bar Office
Landour Court Compound
Mussoorie, Uttarakhand



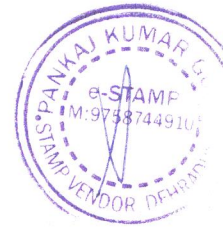
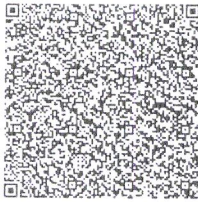


सत्यमेव जयते

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 Account Reference : NONACC (SV)/ uk1202904/ DEHRADUN/ UK-DH
 Unique Doc. Reference : SUBIN-UKUK120290455471958093750T
 Purchased by : UNISON EDUCATION FOUNDATION
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : UNISON EDUCATION FOUNDATION
 Second Party : MAX HEALTHCARE INSTITUTE LIMITED
 Stamp Duty Paid By : UNISON EDUCATION FOUNDATION
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



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Sachdev

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AGREEMENT

This Agreement (“**agreement**”) is made effective from 03rd June 2021 at Dehradun between **Unison Education Foundation**, a society registered under the Societies Registration Act, bearing Registration No. UK06003032020003581 having its registered office at Third Floor, Administrative Block, IMS Unison University, Village Makkawala, Dehradun, Uttarakhand, 248009, hereinafter called the “**First Party**”.

Max Healthcare Institute Limited, a company registered under the Companies Act, 1956, and registered office at 401, 4th Floor, Man Excellenza, S. V. Road, Vile Parle (West), Mumbai - 400056 (“**Company**”) hereinafter called the “**Second Party**”.

WHEREAS the First Party owns, manages and operates a University in the name of DIT UNIVERSITY, Mussoorie Diversion Road, Dehradun (UK) 248009, hereinafter called, the (“**Institute**”).

AND WHEREAS the Second Party is running super-speciality hospital in the name of Max Super Speciality Hospital, Dehradun, Uttarakhand at Near Indian Oil Petrol Pump, Malsi, Mussorie, Diversion Road, Dehradun-248001 (“**Hospital**”).

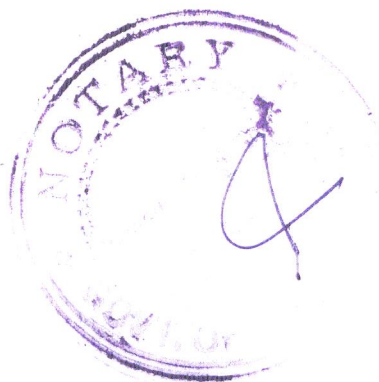
AND WHEREAS the Institute has undertaken an educational program commencing from the Academic Year 2022 onwards in the discipline of **BSc Nursing**.

AND WHEREAS the First Party and Second Party desire to affiliate for the purpose of carrying out said educational program in the discipline of **BSc Nursing** and meeting the medical needs of the Hospital’s patients.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

A. THE FIRST PARTY/INSTITUTE’S RESPONSIBILITIES

- 1- The Institute’s faculty will be responsible for student assignments, supervision, and evaluation. The Institute shall have full responsibility for planning and determining the adequacy of the educational experience of participating students in theoretical training, basic skills, professional ethics, attitude and behavior. The Institute shall assign to the Hospital only those students who have satisfactorily completed the prerequisites of the Institute’s educational program before assignment to the Hospital.
- 2- The Institute shall send only students who are believed to be in good health at the time of reporting for their educational experience. The Institute shall provide evidence that each student assigned to the Hospital is in good standing and has on record: (a) a complete physical examination showing good general health; and (b) proof of immunization as specified by the Hospital (c) any other tests specified by the Hospital. The Institute shall provide such records to the Hospital at its request or require Institute to submit such records to the Hospital. The Hospital will not be liable in the event of a student who is not immune becomes infected with any diseases as a result of his/her association with the Hospital.



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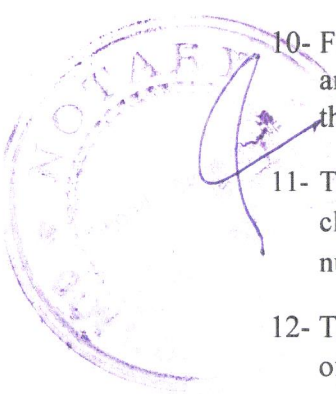
Manoj Kumar
13/6

- 3- The Institute will instruct students to participate in activities such as orientation designed to familiarize them with facilities, patients, the philosophy, policies and procedures used to provide care, and such other aspects as are pertinent
- 4- The Institute shall inform students that their apparel and appearance needs to be within the Hospital's dress code and expectations.
- 5- The Institute shall designate a member of its faculty to coordinate particular program with a designated member of the Hospital's staff.
- 6- The Institute shall provide the Hospital with the anticipated number, type of schedule planned, the kind of educational experiences desired and the academic status of students at a mutually agreed upon time; provided however, certain graduate students may arrange their own clinical education. The Hospital must approve the number, placement and scheduling of all Students. The Institute shall provide the Hospital with any other pertinent information as requested such as a list of students' names or health status reports.
- 7- The Institute shall ensure that the students understand the importance of and their responsibility for respecting the confidential and privileged nature of all information which may come to their attention about patients and records of the Hospital. The Institute shall direct its students to comply with the Hospital's policies and procedures governing the use and disclosure of individually identifiable health information. The Institute agrees that a student's breach of Hospital's policies concerning confidentiality shall be grounds for student discipline by the Institute, including removal from Hospital and any the First party shall indemnify the Second party against any liability or damages suffered by it arising due to breach of this provision by its students, without any demur whatsoever.
- 8- The Institute shall inform students that they are not to submit for publication any material relating to the clinical education experience without prior written approval from the Institute and the Hospital.
- 9- The Institute will advise students to function within the Hospital's policies and procedures.
- 10- First Party or Institute shall not use the Second Party/Hospital's name or logo in any descriptive or promotional literature or communication of any kind without the prior written approval of Second Party/Hospital.
- 11- The Institute and the Hospital shall mutually agree upon and arrange the types of clinical experience to meet course objectives, dates of clinical experience, and the number of students.
- 12- That any other payment required to be made to the Govt. authority, in pursuance of the present Agreement, shall be borne by the First Party.

Shachdev

Asif Amir

13/11



13- That the permission, licenses and approvals, if any from any govt. or Semi-Govt. body is required to do the activities under the present Agreement, then the same shall be obtained by the First Party at their expenses.

B. THE HOSPITAL'S RESPONSIBILITY:

- 1- The Hospital shall designate a member to function as a liaison or coordinator with whom the Institute's program coordinator/faculty is to communicate for the conduct of a clinical education program.
- 2- The Hospital will provide the necessary training and Observership to the enrolled students, as prescribed by the Nursing Council of India and/or any other regulatory body/agency of the Central Government or the Government of Uttarakhand, with an orientation provided to the enrolled students about the Hospital and its facilities as guided by faculty of First Party.
- 3- That the Second Party shall not be liable to any losses or injury occurred to the students of the First Party in the course of their training, the sole responsibility during the course of training shall be of the First Party. However, the Hospital shall use its best efforts to arrange for immediate emergency care of students in the event of accidental injury or illness, but shall not be responsible for costs involved, follow-up care, or hospitalization.
- 4- That any loss caused by the students of the First Party in the course of their training to the infrastructure, equipment, machines etc. of the Second Party, the Agreement of loss thus suffered by the Second Party shall be paid by the First Party.
- 5- The Hospital may require the Institute to withdraw from the Hospital any student whose performance is unsatisfactory or whose characteristics and activities are detrimental to the Hospital's responsibilities for health care.
- 6- The Students are not agents, employees or servants of the Hospital for any purpose whatsoever and said individuals participating in the health professions program are Students and not acting on behalf of the Hospital.
- 7- The Hospital shall not liable to pay stipend or any other Agreement to the students of the Institute during their training at the Hospital.
- 8- The Hospital will take ownership of guest lectures on need basis of First party.

9- That the Second Party, under Max Hospital, Dehradun is currently a 206 bedded facility, out of which 105 beds shall be exclusively earmarked for Observership and Learning Program of B.Sc Nursing.

C. FEE

In consideration of the Second Party providing training to the students of the First Party, the First Party shall pay to the Second Party an annual fee of INR 1800000 (Indian Rupee Eighteen Lakh Only) inclusive of all taxes ("Fee") every year.

Shachdev

Sanjay Kumar

12/1



TERM, MODIFICATION AND TERMINATION

- 1- This Agreement may be revised or modified only by mutual written consent of the parties.
- 2- This Agreement shall be in effect for five (5) years unless terminated or modified as herein provided.
- 3- Either party may terminate this Agreement, without cause, with at least thirty (30) days written notice to the other party; provided however, that such termination shall not prejudice the rights of the currently enrolled students

D. CONFIDENTIALITY

That each of the parties shall maintain the utmost confidentiality, regarding the contents of this Agreement at all times, and no party shall use or disclose any confidential information of the other party for any purpose other than as explicitly permitted by this Agreement, without the prior written consent of such other party. Provided however, nothing contained herein shall affect the ability of the parties to make disclosure to any governmental authority or any other person under the provisions of any applicable law, provided however in all such circumstances, the disclosing party shall give prior notice to the other party before making the disclosure, indicating the nature of information that is proposed to be disclosed and in sufficient time to allow the other party to seek confidentiality of the information being disclosed, to the extent permitted by law. The receiving party obligations shall survive the termination or expiration of this Agreement.

E. INDEMNIFICATION:

The First Party/Institute agrees to indemnify and hold harmless the Second Party and Hospital and its successors, assigns, directors, officers, employees, and any other person for whom any of them may be legally responsible, from and against any loss, damage, liability, cost, claim, or expense, including reasonable attorney fees, arising from or related to any breach of this Agreement or the negligent act or omission by the First Party/Institute or its successors, assigns, directors, officers, employees, students or any other person for whom it may be legally responsible. This Section 4 shall survive the expiration or termination of this Agreement.

ANTI-BRIBERY & ANTI-CORRUPTION:

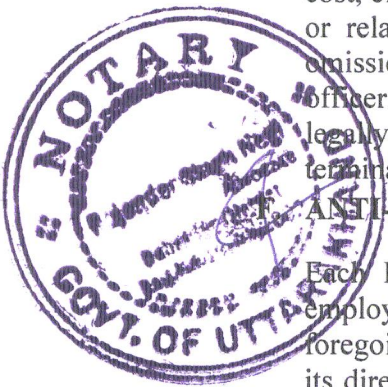
Each Party agrees and undertakes on behalf of itself and its directors, officers, employees, agents, representatives and any other person acting for or on behalf of the foregoing, by whatever name called (a "Party Representative"), and shall ensure that its directors, officers, employees and Party Representatives, comply with each of the covenants laid herein below for the performance of their respective obligations under this Agreement :

- x Each Party agrees and undertakes that it is aware of and shall comply with all Anti-Corruption laws.

Shachdeo

Sanjay Kumar

12/12



- x Each Party agrees and undertakes that it shall not, directly or indirectly, provide, make, offer, authorize, or accept, any payment, gift, promise, advantage or anything of value, including money, to or for the use or benefit of any Government Official under circumstances where the Party knew or ought to have known that all or a portion of such payment, gift, promise, advantage or thing of value would be offered, given or promised to:
 - (a) any Government Official (i) in order to influence any act or decision of the Government Official in their official capacity; (ii) to induce the Government Official to act or omit to act in violation of lawful duties or contrary to principles of honesty and integrity; (iii) to obtain, retain or direct business for, with or to the Party or any Party Representative; (iv) to secure any improper advantage; or (v) as a facilitation payment;
 - (b) any person, including a Government Official, in order to (i) influence such a person to act in breach of any fiduciary duty, duty of good faith, impartiality or trust; or (ii) to reward such a person for acting in the manner laid down in this sub-clause (i); or
- x Each Party agrees and undertakes that it shall not commit any act or omission which causes or could cause the other Party to breach or commit an offence under the Anti-Corruption Laws.
- x Each Party agrees and undertakes that it shall maintain complete and accurate books and records in accordance with the Anti-Corruption Laws, shall not disguise or improperly record any payment or transaction that may violate terms laid down hereunder, the Anti-Corruption Laws or under any other applicable law, including but not limited to payments to Government Officials.
- x Each Party shall ensure that it maintains a system of internal controls sufficient to provide reasonable assurances that the Party's transactions and any disposition of Party assets are executed consistent with the authorization of management, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged. Each Party agrees to retain such books and records for a period of 7 (seven) years.
- x Each Party agrees and undertakes to maintain adequate written policies and procedures to comply with all applicable international, national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official or any other person in any manner whatsoever including as set out hereunder, Anti-Corruption Laws or under any applicable law.
- x Each Party shall ensure that its Party Representatives comply with the provisions set out in hereunder and under any related applicable law.
- x In the event that any Party becomes aware that it or any Party Representative has breached an obligation hereunder or under any applicable law, it will promptly notify the other Parties, subject to the preservation of legal privilege.
- x Neither Party or any of its subsidiaries or affiliates nor any of their respective directors, officers, employees, agents or representatives, is a Sanctioned Person.
- x Nothing herein shall require any Party to perform any part of this [Agreement] or take any actions if, by doing so, the Party would not comply with the Anti-Corruption Laws or the provisions set out hereunder. It is clarified that the obligations in this clause shall survive the termination or expiry of this [Agreement]/ scope of work contained herein.



Hachder

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 12/10

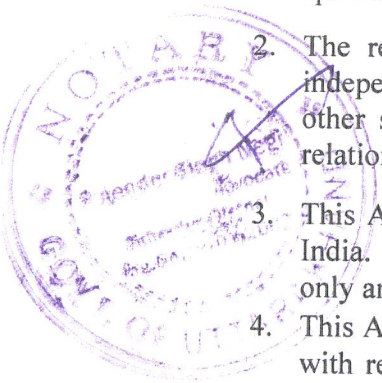
- x Failure to comply with the terms of the above provisions, including any failure to keep accurate books and records sufficient to permit an audit under this provision by MHIL or its professional advisors, shall give MHIL the right, in its sole discretion, to terminate this [Agreement] immediately and without penalty.

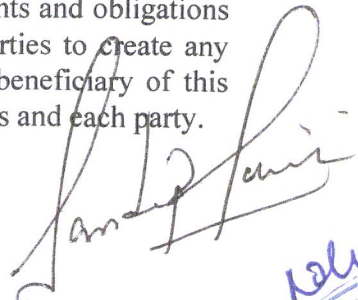
For the purpose of this Clause, the following terms shall have the meaning set out herein:

- (a) "**Anti-Corruption Laws**" shall mean (i) (Indian) Prevention of Corruption Act, 1988; (ii) (Indian) Prevention of Money Laundering Act, 2002; and (iii) all applicable international, national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official or any other person.
- (b) "**Government Official**" means any (i) official, employee or any person acting in an official capacity for or on behalf of any branch of government, or any agency, ministry, or department of a government (at any level),(ii) director, officer or employee of an entity or instrumentality wholly or partially controlled by a government (for example, a state owned oil company), (iii) officer, employee, official or any person acting in an official capacity for or on behalf of any political party or public international organization, such as the United Nations or the World Bank, (iv) political party candidate, or(v) immediate family member (meaning a spouse, dependent child, sibling, parent, or household member) of any of the foregoing.
- (c) "**Sanctioned Person**" means a person that is at any time (a) the subject of Sanctions (b) located in or organized under the laws of a country or territory which is the subject of country- or territory-wide Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan, Syria or the Crimea region); or (c) owned 50% or more, or controlled by, any of the foregoing.

G. MISCELLANEOUS:

1. The First Party agrees that it shall not use the Second Party's name, trademarks, service marks, logos, trade names and/or branding without prior written consent from the Second Party, except that it may use the name of the Second Party while ensuring performance of the services contemplated under this AGREEMENT to the limited use of educating and/or making aware and/or informing students undergoing courses in the Institute. The portrayal of the affiliation will be honest and transparent with the aim of spreading awareness amongst the students.
2. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
3. This Agreement shall be governed by and construed in accordance with the laws of India. The parties hereto consent to jurisdiction of Courts at Dehradun, Uttarakhand only and hereby waive any and all defense thereto.
4. This Agreement is to be effective only in regards to the parties' rights and obligations with respect to each other. It is expressly not the intent of the parties to create any independent rights in any third party or to make any third-party beneficiary of this Agreement and no privity of contract shall exist between third parties and each party.


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5. This Agreement shall not be assignable, in whole or in part, by either party without the prior written consent of the other party; provided, however, Hospital may assign this Agreement to a successor entity or to a related or affiliated organization without the prior consent of the Institute.
6. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other discussions, statements, understandings, and prior agreements regarding such matters.

IN WITNESS WHERE OF the Parties hereto have hereunto set and subscribed their respective hands and seal in presence of the witnesses on the day, month, and year first here in above written.

Shachdev
03/06/2021
(FIRST PARTY)
AUTHORIZED SIGNATORY

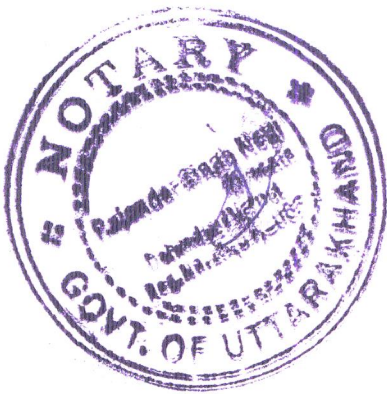
Randeep Raina
(SECOND PARTY)
AUTHORIZED SIGNATORY

Witnesses

Apurva
1 - 2-
(ADESH YADAV)
.....

Neha Sheenostav
.....
.....

Neha



ATTENDED
S. S. G. Negi
(RAJENDER SINGH NEGI)
Advocate & NOTARY
Chamber No. 92, 1st Floor
Opposite Bar Association Office,
Collectorate Court Compound
Dehradun (Uttarakhand)

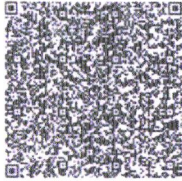


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DIT UNIVERSITY
Dehradun, Dehradun

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राज्य के निजी नर्सिंग / पैरामेडिकल संस्थानों के प्रशिक्षणार्थियों को PHC भगवन्तपुर में व्यावहारिक प्रशिक्षण प्रदान किए जाने हेतु समझौता ज्ञाप

(Memorandum of Understanding)

समक्ष: मुख्य चिकित्साधिकारी, देहरादून।

प्रथम पक्ष मुख्य चिकित्साधीक्षक / चिकित्साधीक्षक PHC भगवन्तपुर, देहरादून

बनाम

द्वितीय पक्ष— कुलसचिव, डी०आई०टी० कॉलेज ऑफ नर्सिंग (डी०आई०टी० विश्वविद्यालय)

Sunay
Registrar

DIT University, Dehradun


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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.

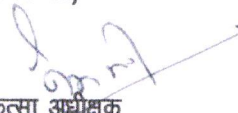
1. यह कि व्यवहारिक प्रशिक्षण के दौरान द्वितीय पक्ष डी0आई0टी0 कॉलेज ऑफ नर्सिंग (डी0आई0टी0 विश्वविद्यालय), देहरादून के प्रशिक्षुओं द्वारा प्रथम पक्ष के अधीन तैनात विभागीय नर्सिंग/पैरामेडिकल स्टॉफ के अधीन प्रशिक्षण प्राप्त किया जायेगा, जिससे मरीजों को चिकित्सा सुविधा सुचारु रूप से प्राप्त हो सकेगी।
2. प्रशिक्षण संस्थान के प्रशिक्षणार्थियों द्वारा व्यावहारिक प्रशिक्षण के समय किसी भी प्रकार की अनुशासनहीनता या राजकीय चिकित्सालय की चल अचल सम्पत्ति की क्षति की जाती है तो उसका हर्जाना क्षति के अनुपात में (तत्समय बाजार मूल्य के आधार पर) द्वितीय पक्ष डी0आई0टी0 कॉलेज ऑफ नर्सिंग (डी0आई0टी0 विश्वविद्यालय), देहरादून द्वारा वाहन किया जायेगा।
3. द्वितीय पक्ष द्वारा PHC भगवन्तपुर में व्यावहारिक प्रशिक्षण हेतु प्रति प्रशिक्षणार्थी रूपए 2000/- प्रति पाठ्यक्रम की दर से शुल्क प्रशिक्षण प्रारंभ होने से पूर्व प्रथम पक्ष के प्रबंधन समिति के कोष में जमा किया जाना अनिवार्य होगा, जिसमें 10% मानदेय उन कर्मियों को देय होगा, जो व्यावहारिक प्रशिक्षण में सहयोग हेतु कार्यरत रहेंगे।
4. द्वितीय पक्ष/प्रशिक्षण संस्थान द्वारा अपने संस्थान के छात्र/छात्राओं को स्वयं के परिवहन पर चिकित्सा इकाई में आवागमन कराया जाएगा।
5. द्वितीय पक्ष/प्रशिक्षण संस्थान निर्धारित कार्य दिवस के भीतर ही संस्थान के छात्र/छात्राओं को व्यावहारिक प्रशिक्षण हेतु चिकित्सा इकाई में भेजा जाएगा।
6. द्वितीय पक्ष/प्रशिक्षण संस्थान के छात्र/छात्राओं द्वारा यदि प्रशिक्षण के दौरान किसी प्रकार का अभद्रता लापरवाही की जाती है तो उसका सम्पूर्ण दायित्व प्रशिक्षण संस्थान के समक्ष अधिकारी का होगा।
7. प्रथम पक्ष को यह अधिकार होगा कि द्वितीय पक्ष से व्यावहारिक प्रशिक्षण के दौरान स्थिति विवादित होने पर सम्बन्धित जनपद के मुख्य चिकित्साधिकारी से अनुमति प्राप्त कर प्रशिक्षण समाप्त किए जाने की कार्रवाई कर सकेगा।

दिनांक: 5 मई, 2022


स्थान: देहरादून

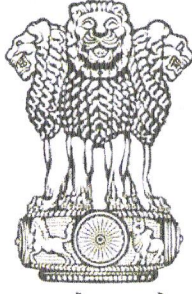

 प्रभारी चिकित्साधिकारी
 प्राथमिक स्वास्थ्य केंद्र
 भगवन्तपुर, देहरादून
 (प्रथम पक्ष)


 Registrar
 P.D. University, Dehradun
 डी0आई0टी0 विश्वविद्यालय
 देहरादून
 (द्वितीय पक्ष)


 चिकित्सा अधीक्षक
 सामुदायिक स्वास्थ्य केंद्र
 सहसपुर, देहरादून

Medical Supdt.
 S.H.C. Sahaspur Dehradun


 मुख्य चिकित्सा अधिकारी
 (देहरादून)
 देहरादून

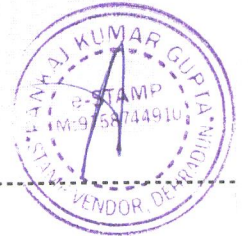


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INDIA NON JUDICIAL Government of Uttarakhand

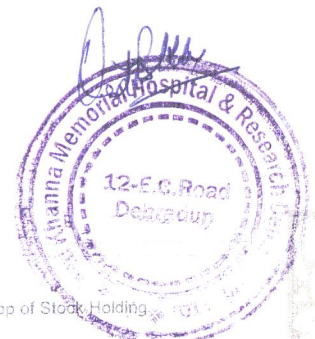
e-Stamp

Certificate No. : IN-UK31808713480508T
Certificate Issued Date : 15-Jul-2021 02:39 PM
Account Reference : NONACC (SV)/ uk1202904/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK120290467519395609157T
Purchased by : DIT UNIVERSITY DEHRADUN
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : DIT UNIVERSITY DEHRADUN
Second Party : S K MEMORIAL HOSPITAL DEHRADUN
Stamp Duty Paid By : DIT UNIVERSITY DEHRADUN
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



or type below this line


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DIT University, Dehradun



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

AGREEMENT

This Agreement (“**agreement**”) is made effective from **15 July 2021** at Dehradun between

Unison Education Foundation, a society registered under the Societies Registration Act, bearing Registration No. UK06003032020003581 having its registered office at Third Floor, Administrative Block, IMS Unison University, Village Makkawala, Dehradun, Uttarakhand, 248009, hereinafter called the “**First Party**”.

S K MEMORIAL HOSPITAL, a company registered under the Companies Act, 1956, and registered office at 12, East Canal Road, Dehradun, Uttarakhand 248001 (“**Company**”) hereinafter called the “**Second Party**”.

WHEREAS the First Party owns, manages and operates a University in the name of DIT UNIVERSITY, Mussoorie Diversion Road, Dehradun (UK) 248009, hereinafter called, the (“**Institute**”).

AND WHEREAS the Second Party is running hospital in the name of “S K Memorial Hospital”, at 12, East Canal Road, Dehradun, Uttarakhand 248001 (“**Hospital**”).

AND WHEREAS the Institute has undertaken an educational program commencing from the Academic Year 2022-2023 in the discipline of **B.Sc. Nursing, Post Basic B.Sc.(N), GNM, M.Sc.(N) Programmes**.

AND WHEREAS the First Party and Second Party desire to affiliate for the purpose of carrying out said educational program in the discipline of **B.Sc. Nursing, Post Basic B.Sc.(N), GNM, M.Sc.(N) Programmes** and meeting the medical needs of the Hospital’s patients.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

A. **THE FIRST PARTY/ INSTITUTE’S RESPONSIBILITIES**

The Institute’s faculty will be responsible for student assignments, supervision, and evaluation. The Institute shall have full responsibility for planning and determining the adequacy of the educational experience of participating students in theoretical training, basic skills, professional ethics, attitude and behaviour. The Institute shall assign to the Hospital only those students who have satisfactorily completed the prerequisites of the Institute’s educational program before assignment to the Hospital.

- 2- The Institute shall send only students who are believed to be in good health at the time of reporting for their educational experience. The Institute shall provide evidence that each student assigned to the Hospital is in good standing and has on record: (a) a complete physical examination showing good general health; and (b) proof of immunization as specified by the Hospital (c) any other tests specified by the Hospital. The Institute shall provide such records to the Hospital at its request or require Institute to submit such records to the Hospital. The Hospital will not be liable in the event of a student who is not immune becomes infected with any diseases as a result of his/her association with the Hospital.
- 3- The Institute will instruct students to participate in activities such as orientation designed to familiarize them with facilities, patients, the philosophy, policies and procedures used to provide care, and such other aspects as are pertinent.

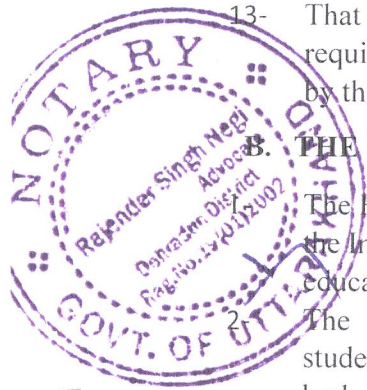

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- 4- The Institute shall inform students that their apparel and appearance needs to be within the Hospital's dress code and expectations.
- 5- The Institute shall designate a member of its faculty to coordinate particular program with a designated member of the Hospital's staff.
- 6- The Institute shall provide the Hospital with the anticipated number, type of schedule planned, the kind of educational experiences desired and the academic status of students at a mutually agreed upon time; provided however, certain graduate students may arrange their own clinical education. The Hospital must approve the number, placement and scheduling of all Students. The Institute shall provide the Hospital with any other pertinent information as requested such as a list of students' names or health status reports.
- 7- The Institute shall ensure that the students understand the importance of and their responsibility for respecting the confidential and privileged nature of all information which may come to their attention about patients and records of the Hospital. The Institute shall direct its students to comply with the Hospital's policies and procedures governing the use and disclosure of individually identifiable health information. The Institute agrees that a student's breach of Hospital's policies concerning confidentiality shall be grounds for student discipline by the Institute, including removal from Hospital and any the First party shall indemnify the Second party against any liability or damages suffered by it arising due to breach of this provision by its students, without any demur whatsoever.
- 8- The Institute shall inform students that they are not to submit for publication any material relating to the clinical education experience without prior written approval from the Institute and the Hospital.
- 9- The Institute will advise students to function within the Hospital's policies and procedures.
- 10- First Party or Institute shall not use the Second Party/Hospital's name or logo in any descriptive or promotional literature or communication of any kind without the prior written approval of Second Party/Hospital.
- 11- The Institute and the Hospital shall mutually agree upon and arrange the types of clinical experience to meet course objectives, dates of clinical experience, and the number of students.
- 12- That any other payment required to be made to the Govt. authority, in pursuance of the present Agreement, shall be borne by the First Party.
- 13- That the permission, licenses and approvals, if any from any govt. or Semi-Govt. body is required to do the activities under the present Agreement, then the same shall be obtained by the First Party at their expenses.

8. THE HOSPITAL'S RESPONSIBILITY:

- 1- The Hospital shall designate a member to function as a liaison or coordinator with whom the Institute's program coordinator/faculty is to communicate for the conduct of a clinical education program.
- 2- The Hospital will provide the necessary training and Observership to the enrolled students, as prescribed by the Nursing Council of India and/or any other regulatory body/agency of the Central Government or the Government of Uttarakhand, with an orientation provided to the enrolled students about the Hospital and its facilities as guided by faculty of First Party.
- 3- That the Second Party shall not be liable to any losses or injury occurred to the students of the First Party in the course of their training, the sole responsibility during the course of training shall be of the First Party. However, the Hospital shall use its best efforts to arrange for immediate emergency care of students in the event of accidental injury or illness, but shall not be responsible for costs involved, follow-up care, or hospitalization.



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- 4- That any loss caused by the students of the First Party in the course of their training to the infrastructure, equipment, machines etc. of the Second Party, the Agreement of loss thus suffered by the Second Party shall be paid by the First Party.
- 5- The Hospital may require the Institute to withdraw from the Hospital any student whose performance is unsatisfactory or whose characteristics and activities are detrimental to the Hospital's responsibilities for health care.
- 6- The Students are not agents, employees or servants of the Hospital for any purpose whatsoever and said individuals participating in the health professions program are Students and not acting on behalf of the Hospital.
- 7- The Hospital shall not liable to pay stipend or any other Agreement to the students of the Institute during their training at the Hospital.
- 8- The Hospital will take ownership of guest lectures on need basis of First party.
- 9- That the Second Party, under "S K Memorial Hospital", Dehradun is currently a 55 bedded facility, out of which all 55 beds shall be exclusively earmarked for Observership and Learning Program of **B.Sc. Nursing, Post Basic B.Sc.(N), GNM, M.Sc.(N) Programmes.**

C. FEE

In consideration of the Second Party providing training to the students of the First Party, the First Party shall pay to the Second Party annual fee of INR 2500/- (Indian Rupee Two Thousand Five Hundred Only) inclusive of all taxes ("**Fee**") per student. The fee will be effective from the year, students start using the facilities of the Hospital for training purposes.

TERM, MODIFICATION AND TERMINATION

- 1- This Agreement may be revised or modified only by mutual written consent of the parties.
- 2- This Agreement shall be in effect for eleven (11) years unless terminated or modified as herein provided.
- 3- Either party may terminate this Agreement, without cause, with at least thirty (30) days written notice to the other party; provided however, that such termination shall not prejudice the rights of the currently enrolled students.

D. CONFIDENTIALITY

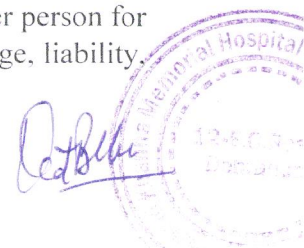
That each of the parties shall maintain the utmost confidentiality, regarding the contents of this Agreement at all times, and no party shall use or disclose any confidential information of the other party for any purpose other than as explicitly permitted by this Agreement, without the prior written consent of such other party. Provided however, nothing contained herein shall affect the ability of the parties to make disclosure to any governmental authority or any other person under the provisions of any applicable law, provided however in all such circumstances, the disclosing party shall give prior notice to the other party before making the disclosure, indicating the nature of information that is proposed to be disclosed and in sufficient time to allow the other party to seek confidentiality of the information being disclosed, to the extent permitted by law. The receiving party obligations shall survive the termination or expiration of this Agreement.

E. INDEMNIFICATION:

The First Party/Institute agrees to indemnify and hold harmless the Second Party and Hospital and its successors, assigns, directors, officers, employees, and any other person for whom any of them may be legally responsible, from and against any loss, damage, liability,


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cost, claim, or expense, including reasonable attorney fees, arising from or related to any breach of this Agreement or the negligent act or omission by the First Party/Institute or its successors, assigns, directors, officers, employees, students or any other person for whom it may be legally responsible. This Section 4 shall survive the expiration or termination of this Agreement.

F. ANTI- BRIBERY & ANTI – CORRUPTION:

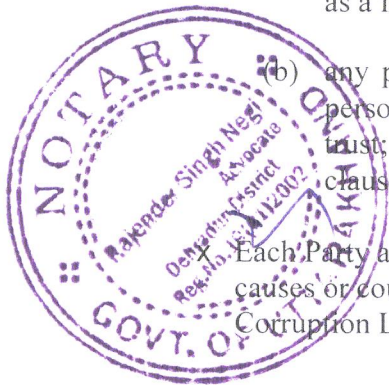
Each Party agrees and undertakes on behalf of itself and its directors, officers, employees, agents, representatives and any other person acting for or on behalf of the foregoing, by whatever name called (a “Party Representative”), and shall ensure that its directors, officers, employees and Party Representatives, comply with each of the covenants laid herein below for the performance of their respective obligations under this Agreement:

- x Each Party agrees and undertakes that it is aware of and shall comply with all Anti-Corruption laws.
- x Each Party agrees and undertakes that it shall not, directly or indirectly, provide, make, offer, authorize, or accept, any payment, gift, promise, advantage or anything of value, including money, to or for the use or benefit of any Government Official under circumstances where the Party knew or ought to have known that all or a portion of such payment, gift, promise, advantage or thing of value would be offered, given or promised to:
 - (a) any Government Official (i) in order to influence any act or decision of the Government Official in their official capacity; (ii) to induce the Government Official to act or omit to act in violation of lawful duties or contrary to principles of honesty and integrity; (iii) to obtain, retain or direct business for, with or to the Party or any Party Representative; (iv) to secure any improper advantage; or (v) as a facilitation payment;

- (b) any person, including a Government Official, in order to (i) influence such a person to act in breach of any fiduciary duty, duty of good faith, impartiality or trust; or (ii) to reward such a person for acting in the manner laid down in this sub-clause (i); or

Each Party agrees and undertakes that it shall not commit any act or omission which causes or could cause the other Party to breach or commit an offence under the Anti-Corruption Laws.

- x Each Party agrees and undertakes that it shall maintain complete and accurate books and records in accordance with the Anti-Corruption Laws, shall not disguise or improperly record any payment or transaction that may violate terms laid down hereunder, the Anti-Corruption Laws or under any other applicable law, including but not limited to payments to Government Officials.
- x Each Party shall ensure that it maintains a system of internal controls sufficient to provide reasonable assurances that the Party’s transactions and any disposition of Party assets are executed consistent with the authorization of management, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom



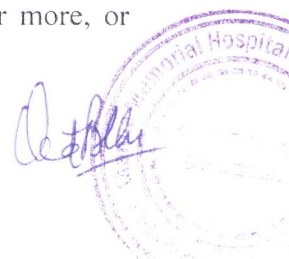
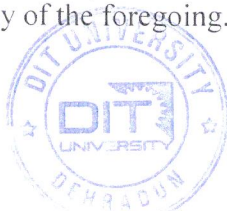
it was undertaken, or what was exchanged. Each Party agrees to retain such books and records for a period of 13 (thirteen) years.

- x Each Party agrees and undertakes to maintain adequate written policies and procedures to comply with all applicable international, national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official or any other person in any manner whatsoever including as set out hereunder, Anti-Corruption Laws or under any applicable law.
- x Each Party shall ensure that its Party Representatives comply with the provisions set out in hereunder and under any related applicable law.
- x In the event that any Party becomes aware that it or any Party Representative has breached an obligation hereunder or under any applicable law, it will promptly notify the other Parties, subject to the preservation of legal privilege.
- x Neither Party or any of its subsidiaries or affiliates nor any of their respective directors, officers, employees, agents or representatives, is a Sanctioned Person.
- x Nothing herein shall require any Party to perform any part of this [Agreement] or take any actions if, by doing so, the Party would not comply with the Anti-Corruption Laws or the provisions set out hereunder. It is clarified that the obligations in this clause shall survive the termination or expiry of this [Agreement]/ scope of work contained herein.
- x Failure to comply with the terms of the above provisions, including any failure to keep accurate books and records sufficient to permit an audit under this provision by SKMH or its professional advisors, shall give SKMH the right, in its sole discretion, to terminate this [Agreement] immediately and without penalty.

For the purpose of this Clause, the following terms shall have the meaning set out herein:

- (a) "**Anti-Corruption Laws**" shall mean (i) (Indian) Prevention of Corruption Act, 1988; (ii) (Indian) Prevention of Money Laundering Act, 2002; and (iii) all applicable international, national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official or any other person.
- (b) "**Government Official**" means any (i) official, employee or any person acting in an official capacity for or on behalf of any branch of government, or any agency, ministry, or department of a government (at any level), (ii) director, officer or employee of an entity or instrumentality wholly or partially controlled by a government (for example, a state owned oil company), (iii) officer, employee, official or any person acting in an official capacity for or on behalf of any political party or public international organization, such as the United Nations or the World Bank, (iv) political party candidate, or (v) immediate family member (meaning a spouse, dependent child, sibling, parent, or household member) of any of the foregoing.
- (c) "**Sanctioned Person**" means a person that is at any time (a) the subject of Sanctions (b) located in or organized under the laws of a country or territory which is the subject of country- or territory-wide Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan, Syria or the Crimea region); or (c) owned 50% or more, or controlled by, any of the foregoing.


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G. MISCELLANEOUS:

1. The First Party agrees that it shall not use the Second Party's name, trademarks, service marks, logos, trade names and/or branding without prior written consent from the Second Party, except that it may use the name of the Second Party while ensuring performance of the services contemplated under this AGREEMENT to the limited use of educating and/or making aware and/or informing students undergoing courses in the Institute. The portrayal of the affiliation will be honest and transparent with the aim of spreading awareness amongst the students.
2. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
3. This Agreement shall be governed by and construed in accordance with the laws of India. The parties hereto consent to jurisdiction of Courts at Dehradun, Uttarakhand only and hereby waive any and all defense thereto.
4. This Agreement is to be effective only in regards to the parties' rights and obligations with respect to each other. It is expressly not the intent of the parties to create any independent rights in any third party or to make any third-party beneficiary of this Agreement and no privity of contract shall exist between third parties and each party.
5. This Agreement shall not be assignable, in whole or in part, by either party without the prior written consent of the other party; provided, however, Hospital may assign this Agreement to a successor entity or to a related or affiliated organization without the prior consent of the Institute.
6. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other discussions, statements, understandings, and prior agreements regarding such matters.

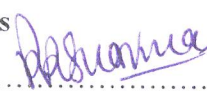
IN WITNESS WHERE OF the Parties hereto have hereunto set and subscribed their respective hands and seal in presence of the witnesses on the day, month, and year first here in above written.

(FIRST PARTY)


AUTHORIZED SIGNATORY
DIT University, Dehradun



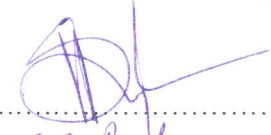
Witnesses

1 - 
Dr. Rawan K.umar Paras
Dy. Registrar, DIT University

(SECOND PARTY)


AUTHORIZED SIGNATORY



2 - 
Capt. CS Raghavan
Dy. Registrar, DIT University

TESTED
(RAGENDER SINGH NESI)
Advocate & NOTARY
Chamber No. 92, 1st Floor
Opposite Bar Office
Collectorate Court Compound
Dehradun (Uttarakhand)



S.K.MEMORIAL HOSPITAL

12, East Canal Road, Dehradun - 248001

Phone: 2652741, 2652742, 2650651



S.K.MEMORIAL HOSPITAL

12, E.C.ROAD, DEHRADUN

BED BREAK UP

CATEGORY OF ROOM	NUMBER OF ROOMS	NUMBER OF BEDS
EXECUTIVE A/C	7	7
PRIVATE/AC	8	8
SEMI-PRIVATE A/C	2	4
GENERAL WARD	1	5
CASUALTY	1	3
ICU/HDU	4	15
DIALYSIS	2	6
RECOVERY ROOMS	3	3
NICU (paed Beds)	1	4
	TOTAL BEDS	55



Outcomes of MoU

List of PhD Students ICRI

Roll Number	Student ID	Student Name	Program	Batch	Year of Completion
208187006	1000014603	HADIYA JAN	PhD Clinical Research	2020-2023	Enrolled
208187004	1000014747	PRATIKSHA SHARMA	PhD Clinical Research	2020-2023	Enrolled
208187005	1000014762	SAKSHI GHILDIYAL	PhD Clinical Research	2020-2023	Enrolled
208187002	1000014803	AMREEN AIJAZ HUSAIN	PhD Clinical Research	2020-2023	Enrolled
208187001	1000014804	ABHILASHA TOMER	PhD Clinical Research	2020-2023	PhD Completed
208187003	1000014806	SARADA SUTRADHAR	PhD Clinical Research	2020-2023	Enrolled
208187008	1000015333	JIGAR S PADHIAR	PhD Clinical Research	2020-2023	Enrolled
218187001	1000016728	SHAZINA SAEED	PhD Clinical Research	2021-2024	Enrolled
218187002	1000017014	VASUNDHRA BHATIA	PhD Clinical Research	2021-2024	Enrolled

List of PhD Students FHTS

Roll Number	Student ID	Student Name	Program	Batch	Year of Completion
198186001	1000013848	BHAVYA MALHOTRA	PhD in PHI	2019-2022	Enrolled
198186002	1000013850	SHRUTI SHARMA	PhD in PHI	2019-2022	PhD Completed
198186004	1000013852	RACHIT NEGI	PhD in PHI	2019-2022	Enrolled
198186005	1000013853	RAHUL SHRIVASTAVA	PhD in PHI	2019-2022	PhD Completed
198186006	1000013854	VIKAS ARORA	PhD in PHI	2019-2022	Enrolled
198186007	1000013857	ABHIJEET PRASAD SINHA	PhD in PHI	2019-2022	PhD Completed
208186011	1000014616	MD IMRAN KHAN	PhD in PHI	2020-2023	Enrolled
208186010	1000014670	ROHITASHWA KUMAR	PhD in PHI	2020-2023	Enrolled
208186009	1000014675	AKASH GAJANAN PRABHUNE	PhD in PHI	2020-2023	Enrolled
208186007	1000014737	MIRZA ADIL BEIG	PhD in PHI	2020-2023	Enrolled
208186003	1000014752	SHYAMLI THAKUR	PhD in PHI	2020-2023	Enrolled
208186005	1000014781	ASHWANI VERMA	PhD in PHI	2020-2023	Enrolled
208186004	1000014816	CNV. SAI BHARATH	PhD in PHI	2020-2023	Enrolled

PhD – IGL – Notification on 09-09-2024 (Viva)

198168003	1000013855	ALOK PRATAP SINGH	Doctor of Philosophy in Pharmacy	2019-2022	PhD Completed
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PhD – FRI

1. Neha Kukreti - 1000013858 PhD Completed
2. Ritu Rani – 1000013859 PhD Completed

Students of Healthcare Profession of DIT University
visiting Hospital for gaining practical knowledge.

