



S No 36

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding "MOU" is made on this 8th day of February 2023 ("Execution date") and effective from 15th February 2023 ("Effective Date") at Faridabad, Haryana.

BETWEEN

AMRITA INSTITUTE OF MEDICAL SCIENCES & RESEARCH CENTRE, popularly known as "AMRITA HOSPITAL" having its administrative office at Mata Amritanandamayi Marg, Amrita hospital Chowk, Sector 88, Faridabad, Haryana - 121002, (hereinafter referred to as "First Party" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns), PARTY OF THE FIRST PART;

AND

MANAV RACHNA EDUCATIONAL INSTITUTIONS (MRIIRS & MRU), MANAV RACHNA INTERNATIONAL INSTITUTE OF RESEARCH AND STUDIES (MRIIRS, Formerly MRIU), Deemed-to-be-University under section 3 of the UGC Act, 1956, and a NAAC accredited 'A++' Grade Institution, is a continuum of excellence AND Manav Rachna University (MRU), a State Private University (established by Haryana State Legislature Act No 26 of 2014 & under section 2(f) of UGC Act 1956) and has evolved from Manav Rachna College of Engineering (MRCE, established in 2004), a NAAC Accredited 'A' Grade Institution with their registered address at Sector 43, Aravalli Hills, Suraj kund Badkal Road, Faridabad -121001, Haryana (INDIA) hereinafter referred to as "Second Party" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the SECOND PARTY,

First Party and Second Party herein wherever the context may so require, be collectively introduced to as "Parties" and individually as "Party".

WHEREAS:

1. The First Party is a renowned medical institution providing healthcare services and is running and operating a multi-specialty hospital namely "Amrita Hospital" situated at Mata Amritanandamayi Marg, Sector 88, Faridabad 121002.
2. The First Party is also running Internship programs for students who aspire to make a career in healthcare.
3. Second Party; the MRIIRS & MRU are recognized by the University Grants Commission, Government of India.
4. That the Second Party has approached the First Party to establish a formal working relationship in relation to provision of providing various managerial, operational and healthcare opportunity to UG and PG Program in order to establish a campus internship program ("Program") for the students of the Second Party.

AMRITA INSTITUTE OF MEDICAL SCIENCES & RESEARCH CENTRE

Mata Amritanandamayi Marg, Sector 88, Faridabad, Haryana 121002

Phone : +91 129 2851234 | Email: fbd@amritahospitals.org www.amritahospitals.org/fbd

5. To pursue this intention, the Parties desire to enter into this MOU in order to apply their capabilities for the benefit of the Parties.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

TERMS & CONDITIONS:

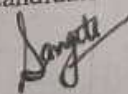
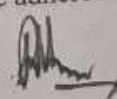
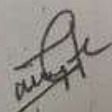
1. SCOPE OF SERVICES

- 1.1. Parties propose to establish a formal working relationship in relation to provision of providing various managerial, operational and healthcare opportunity to UG and PG Program in order to establish a campus internship program ("Program") for the students of the Universities (hereinafter "Purpose").
- 1.2. Each Party shall appoint single point of contact for performing the service and managing the relationship with each other (hereinafter "Project Manager").
- 1.3. The duration of the Internship will range from 2 months to 6 months and might increase based on the curriculum and requirement of the parties.
- 1.4. Upon completing internship, interns may receive an extension with Pre-Placement Offer (PPO) contingent upon their performance and Amrita Hospital's staffing needs.
- 1.5. Parties hereby agree that there will not be an exchange of funds between the Parties for tasks/services associated with this MOU. Second Party undertake to not impose any additional fees, any charges on the students related to offering of additional curriculum and training.
- 1.6. Candidates who are unable to clear internship Program will not get completion certificate.

2. ROLES AND RESPONSIBILITIES OF THE PARTIES

2.1. First Party/Amrita Hospital shall:

- (i) Periodically update the skills required for internships in accordance with their specific criteria.
- (ii) Assess and select the candidates eligible for attending the Program based on the academic curriculum and duration specified
- (iii) Issue an internship letter to selected candidates for internship Program after successful internship period. In case any candidate leaves the internship in between, he/she will not be given internship letter.
- (iv) Based on different departments and facility utilization an internship fee will be charged after mutual discussion. An amount of Rs. 1,000/- will charged for ID card / uniform if and where required.
- (v) Share the names of the selected interns with the Second Party.
- (vi) First Party shall share the LOI and Pre-placement offer document with selected candidate. Terms mentioned in these documents has to be adhered by candidate till successful completion of internship.



- (vii) Period of internship will be decided by First Party post mapping it up with the Second Party.
- (viii) Access students during internship and decide for Pre-placement offer based on their performance and the then need of the staff.
- (ix) First Party shall not be liable to pay or reimburse any college or tuition fees paid by the candidates to the Second Party and/or collected by Second Party from the candidates for the Program.
- (x) Selection of candidate and On-boarding of the Employee shall be at sole discretion of First Party and First Party shall not be under any obligation for any reason whatsoever to select or on board the candidates.

2.2. Second Party/ MRIIRS & MRU shall: -

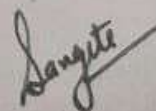
- (i) Train the candidates as per the Second Party's policy.
- (ii) Second Party shall allow students to sit in other campus placements to whom First Party have issued the Internship Offer Letter only.
- (iii) Not discuss, communicate or promise to the candidates any information relating to selection, stipend or on boarding on behalf of First Party unless specified by First Party in writing.
- (iv) Students of relevant course of First Party may be attached for periods up to three months for hands-on training with the Biomechanics Laboratory at Second Party. Faculty from the Department of Sports and biomechanics lab may be invited to take lectures for students of relevant courses at First Party.

3. MUTUAL REPRESENTATIONS AND WARRANTIES

3.1. Each Party represents, warrants and undertakes to the other Party as follows:

- (i) The Party has the capacity and authority to enter into this MOU;
- (ii) The persons entering into this MOU on behalf of the Party have been duly authorized to do so;
- (iii) this MOU and the obligations created hereunder are binding upon the Party and enforceable against the Party in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms & conditions of any other agreement, or any judgment or court order, by which the Party is bound;
- (iv) There is no proceeding pending or threatened which to the Party's knowledge, challenges or may have a material adverse impact on this MOU or the ability of the Party to perform its obligations pursuant to this MOU; and
- (v) It has not withheld any information which is required for effective performance of the contractual obligations under this MOU and that information's provided to the other Party are complete, true and accurate to the best of its knowledge and belief.

3.2. Each Party acknowledges that the other Party has entered into this MOU in reliance on the representations, warranties and undertakings set out hereunder.



4. TERMINATION

4.1 Either party may terminate this MOU by giving Thirty (30) days prior written notice to the other.

4.2 Notwithstanding anything contained in Article 4.1 above, this MOU may be terminated:

- (i) by either Party forthwith upon written notice to the other Party in the event of a material breach of the provisions, including without limitation the representations and warranties under this MOU ("**Breaching Party**"), which breach has not been remedied by the Breaching Party within 21 days of receipt of written notice requiring remedy of the such breach;
- (ii) by either Party forthwith upon written notice to the other Party, if any proceedings under any law relating to insolvency are commenced against the other Party or if any Party makes an application under any such law for being adjudged/declared an insolvent;
- (iii) By either Party upon one-month prior written notice to the other Party without assigning any reason.

4.3 The right of either Party to terminate this MOU will be in addition to any other remedies it may have. All remedies to either Party under this MOU are cumulative and not alternative and may be enforced successively or concurrently.

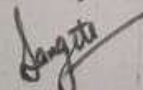
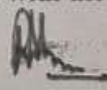
4.4 Expiry/termination of this MOU will be without prejudice to any rights that either Party may have accrued against the other prior to termination.

5. RELATIONSHIP OF PARTIES

- I. Each Party, in the performance of this MOU, shall be and act as an independent contractor. No provision of this MOU shall be deemed to constitute a partnership or joint venture between the Parties.
- ii. No provision of this MOU shall constitute either Party as the legal representative or agent of the other, nor shall either Party has the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this MOU.

6. CONFIDENTIALITY

- i. Each Party shall keep Confidential all Information, disclosed orally or in writing or in any electronic form, transmitted to it or made available to it by the other Party during the course of this MOU and shall not disclose, divulge, misuse, exploit or pass such Confirmation Information on, wholly or partly, to third parties without express written consent of the other Party.
- ii. The Parties shall not disclose the terms of the MOU or make any announcement in respect of the subject matter of the MOU without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made
 - (a) after the disclosing Party has taken reasonable steps to consult with the other Party



as to the terms of the disclosure; (b) only to the extent necessary by such law, rule or regulation; and (c) only to the person or persons and in the manner required by law, rule or regulations or otherwise as agreed by the Parties.

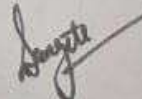
- iii. During the validity period (Term) as may be agreed between the Parties in the MOU the receiving party shall maintain the disclosing party's Confidential Information in confidential and shall not copy, use, store, exploit or apply the disclosing party's Confidential Information (whether directly or indirectly) except for the authorized purpose of this MOU or disclose the disclosing party's Confidential Information to any other person or company without the prior written consent of the disclosing Party.
- iv. All intellectual property in the disclosing party's Confidential Information will be and remain the exclusive properties of the disclosing party and no rights or licenses in respect of any Intellectual Property whether in relation to the disclosing party's Confidential Information or otherwise are granted hereunder by the disclosing Party to the receiving party.

7. INDEMNIFY:

- i. Both Parties shall keep each other and their, shareholders, directors and officers, employees, or their assignees or any such person indemnified and harmless from and against any losses, damages, liabilities, expenses (including reasonable attorneys' fees), costs, and charges of any kind whatsoever, resulting from any third party claims, suits, demands, actions, proceedings, judgments, assessments, against each other occasioned by, arising out of or resulting from, without limitation,
 - a. any breach of the terms of this MOU by either Party including representations and warranties or
 - b. claims by third parties, including on account of injury, damage or illness directly arising from the provision of this MOU or
 - c. any claims against either Party arising from any negligent act or omission of either party or either Party's employees, agents or contractors or
 - d. for any loss or damage caused by an act / omission of either Party's employees.
- ii. Both parties shall also be entitled to claim damages for loss of reputation on account of the conduct/ behaviour or any action of the employee of either Party.
- iii. This indemnity shall survive the expiry and termination of this MOU.

8. NON-EXCLUSIVITY:

- i. Notwithstanding anything to the contrary elsewhere in the MOU, the Parties hereby agree and acknowledge that this is a non-exclusive arrangement, and that this arrangement does not in any way restricts any Party from entering into similar arrangements with third parties.



9. DISPUTE RESOLUTION AND GOVERNING LAW

- i. This MOU shall be governed by and construed and enforced in accordance with the laws of India.
- ii. Any dispute arising out of this MoU shall be settled amicable by the parties.
- iii. In case of non-settlement, the Parties shall be referred to arbitration by sole arbitrator to be appointed by the mutual consent of the Parties. If the parties are not able to agree on sole arbitrator within seven (7) days after the filing of the request for arbitration, then either Party may take steps for appointment of arbitrator under the Arbitration and Conciliation Act, 1996. The Arbitrator's award shall be final and binding on the Parties to the MOU.
- iv. The arbitration agreement and the proceeding there under shall be in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.
- v. The venue of arbitration shall be Faridabad.

10. JURISDICTION

Subject to provisions of Clause 9 above, the Parties irrevocably agree that the Courts in Delhi shall have exclusive jurisdiction on any matter arising out of this MOU.

11. ENTIRE MOU:

This MoU contains the entire MoU and understanding among the Parties hereto, with respect to the subject matter hereof. It supersedes all prior MoU's, understandings, inducements, and conditions (express, implied, verbal, written, or of any nature whatsoever with respect to the subject matter hereof). The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

12. SEVERABILITY:

In an event when any provision of this MoU is found to be void and unenforceable by a Court of competent jurisdiction, the remaining provisions will still be enforced.

13. ASSIGNMENT

Neither Party may assign this MOU or any part thereof and/or any of its rights and/or obligations hereunder, to any third party, other than to its affiliates or successors due to corporate restructuring without the express written consent (not to be unreasonably withheld or delayed) of the other Party and any such assignment in contravention of this provision shall be void. This MOU shall be binding upon the successors and permitted assigns of both the Parties.



14. ENTIRE AGREEMENT

- a) This MOU constitute the entire Agreement between the Parties, and supersede any previous or contemporaneous communications, representations, MOUs or undertakings between the Parties, whether oral or written, regarding the subject matter of this MOU.
- b) This MOU may not be modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the Parties hereto. This paragraph may not be waived, expressly or implicitly.

15. GENERAL

15.1. BINDING ON SUCCESSOR

This MOU shall be binding on any successor in title, in the event of any acquisition, merger, divestiture of either Party. Accordingly, all rights and obligations of each Party in the event of acquisition, merger or divestiture shall mutatis mutandis pass on the successor in title or assignee.

15.2. WAIVER

Either Party's failure to exercise any of its rights under this MOU will not constitute or be deemed to constitute a waiver or forfeiture of such rights.

15.3. SURVIVAL

All the sections of this MOU which by their nature are intended to survive the termination, shall survive any termination of this MOU.

15.4. NOTICES

All notices related to this MOU shall be in writing and delivered by reliable overnight delivery service, to the registered address of each Party.

15.5. COMPLIANCE WITH LAWS:

The parties shall comply with all applicable laws and regulations. Notwithstanding the generality of the foregoing the parties shall comply with laws relating to anti-bribery and anti-corruption.

15.6. NO THIRD-PARTY BENEFICIARIES

This MOU shall not confer any rights or remedies upon any third-party other than the parties to this MOU and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date set forth above.

For and on Behalf of Amrita Hospitals



Signed by: Chief People Officer

Name:

For and on Behalf of Manav Rachna
Educational Institutions

Signed by: Registrar 
MRJIRS

Name: