




Affidavit	Indian-Non Judicial Stamp Haryana Government		Date: 22/08/2022
Certificate No.	GOV2022H3402		Stamp Duty Paid: ₹ 101
GRN No.	93662282		Penalty: ₹ 0
Deponent			
Name:	Amity University Haryana		
H.No./Floor:	00	Sector/Ward:	00
City/Village:	Panchgaon	District:	Gurugram
Phone:	99*****46	State:	Haryana
Purpose: MoU to be submitted at Aarvy hospital			

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU/ Agreement") is made and executed on this ...07th Day of September 2022...("Execution Date or Effective Date") at Gurugram, Haryana-122001

By and Between:

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

And

AARVY HEALTHCARE SUPER SPECIALITY HOSPITAL, A company incorporated under the companies Act,1956, having its registered office Sector 90, Gurugram, Haryana 122505 acting through, *Vincent Iduman* Director [hereinafter referred to as "Aarvy Healthcare" which expression shall, unless repugnant to the context and meaning thereof, include its successors and assigns] of the Second Part.

AUH and Aarvy Healthcare are each referred to individually as a "Party" and collectively as "Parties"

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



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

AND WHEREAS, Aarvy Healthcare is a leading healthcare service provider operating and managing in Gurugram with 200 bedded multi-speciality-super-speciality hospital located at **Sector 90, Gurugram- 122505, Haryana** and special interests in the training and education in the field of medical and allied sciences (the "**Hospital**").

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

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

ARTICLE-1-PURPOSE

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

ARTICLE-2-RESPONSIBILITY AREAS

- 2.1. AUH shall be responsible for the delivery of the course and conducting examinations.
- 2.2. AUH shall be responsible for recruiting faculty both full-time and part-time for the programs. **Aarvy Healthcare** would send its faculty to deliver certain lectures desired for some courses from time to time, at AUH, agreed to by mutual agreement between both the parties from time to time.
- 2.3. All theory and contact classes shall be conducted by AUH.
- 2.4. AUH shall be responsible for the marketing of the programs and for co-coordinator and management of student's admission/enrolment.
- 2.5. AUH would be responsible for the award of degrees, diplomas, and certificates as the case may be.
- 2.6. AUH provides academic infrastructure including labs, student's facilities etc and accommodation if required and available.
- 2.7. The practical /or clinical training would be conducted at **Aarvy Healthcare** while most practical sessions would be conducted at the hospital, a basic level lab would also be established at an AUH division of practical/clinical training will be decided by mutual agreement between both the parties from time to time.



Amity University Haryana
Gurgaon
122413


Aarvy Healthcare Pvt. Ltd.
Gurugram

- 2.8. Commuting and transportation of the faculty of **Aarvy Healthcare** from and to the AUH or elsewhere when it is for the purpose of furtherance of this MOU, shall be borne by the AUH.
- 2.9. **Aarvy Healthcare** may consider offering internship and full-time placements to the students of the programs run jointly on the principle of first right of refusal. **Aarvy Healthcare** will also guide and accordingly assist, the AUH in getting placement for the students. Wherever possible it is understood by both the parties that **Aarvy Healthcare** doesn't in any way guarantee the job placements for the qualified students.
- 2.10. Both parties may conduct joint research projects, symposia, conferences, seminars and scholarly meeting, if mutually agreed and whenever possible.
- 2.11. **Aarvy Healthcare** may offer internships and full-time placements to the students of the AUH on merit and competitive basis. Further, those nursing students of AUH who have B.Sc. (Nursing) degree and are duly registered with the Nursing council may be selected by **Aarvy Healthcare** for undertaking clinical training in various specializations, whereas those students who are pursuing B.Sc. (Nursing), PB B.Sc. Nursing & M.Sc. Nursing shall be selected by **Aarvy Healthcare** for imparting certain credit hours for attending clinical training at **Aarvy Healthcare**. Similarly, students of Medical Lab Technology would be provided hands on training at **Aarvy Healthcare Labs**.
- 2.12. AUH will collect all fees from the students. Faculties of **Aarvy Healthcare** will be adequately compensated for their role in teaching programs, on mutually agreed terms and conditions.
- 2.13. AUH has represented that it has full-time faculty for basic sciences (Anatomy physiology, pathology, and pharmacology) for its programs, particularly for nursing courses further, it is understood by both the parties that AUH shall also accommodate **Aarvy Healthcare** postgraduate trainees (e.g. DNB students) who intend to join the classes in basic sciences periodically.

ARTICLE-3-IMPLEMENTATION

- 3.1. Each party shall designate a coordinator who shall be the nodal officer to oversee and facilitate the implementation of the MOU. The coordinators so appointed by both the parties will be responsible for jointly executing the terms of the agreement as well as formulating curricula and modules for the various courses and for addressing all issues related to this collaboration. The two coordinators will meet frequently in the beginning and then gradually structure the periodicity of the meetings as per the requirements and mutual agreement. In case of any deadlock, the same shall be referred to the top Authorized official of both the parties or their duly Authorized representatives, who will collectively decide on resolving the deadlock in a time-bound manner.
- 3.2. The coordinators will also periodically review, Audit, and evaluate the progress of the academic programs in general and the productivity of the individual courses in particular


Unity University Haryana
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122411


Aarvy Healthcare Pvt. Ltd.

and give their recommendations with a view to working out improvements in operations if any are required.

3.3. If during the operation of the agreement, circumstances arise which can cause alteration/modification of this agreement, the same shall be decided with the mutual consent of both the concerned parties.

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

3.5. None of the parties shall be liable for indirect or consequential damages except as set out in this Agreement.

ARTICLE-4-STATUTORY COMPLIANCE

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

ARTICLE-5-DURATION, TERMINATION AND CONSEQUENCES OF TERMINATION

5.1. This MoU will come into effect on the date of signing and will be valid for an initial period of 03 (Three) years (i.e...31 August 2025..) unless terminated earlier by **Aarvy Healthcare or Amity University Haryana** in accordance with the terms of this Agreement ("Term"). This agreement shall stand Automatically renewed unless terminated by either party by giving 30 days advance written notice to the other party.

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

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

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

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

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



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

ARTICLE-6-CONFIDENTIALITY

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

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

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

ARTICLE-7-GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

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



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



7.3. The Seat and venue of the Arbitration shall be Gurgaon.

ARTICLE-8-MISCELLANEOUS:

8.1. Indemnity:

8.1.a. AUH shall here by agree to indemnify, defend, hold harmless and keep indemnified, **Aarvy Healthcare** and its respective officers, directors, stakeholders, employees, agents and representatives against any losses, damages, liabilities, actions, proceedings, penalties,

finances, judgments or awards, accruing to or made on **Aarvy Healthcare** arising out of (i) implementation of the training & internship Program at **Aarvy Healthcare**; (ii) breach of confidentiality; (iii) breach of applicable laws; and (iv) acts and omission of its students etc.

8.1.b. Indemnity: Aarvy Healthcare shall here by agree to indemnify, defend, hold harmless and keep indemnified, **Amity University Haryana** and its respective officers, directors, stakeholders, employees, students and representatives against any losses, damages, liabilities, actions, proceedings, penalties, fines, judgments or awards, accruing to or made on **Amity University Haryana** arising out of (i) implementation of the training & internship Program at **Aarvy Healthcare**; (ii) breach of confidentiality; (iii) breach of applicable laws; and (iv) acts and omission of its students etc..

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

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



8.4. Assignment: AUH shall not assign its rights, benefits and obligations under this MOU to any other party with prior written approval of **Aarvy Healthcare**.

8.5. Notice: All notice and communications issued pursuant hereto shall be in writing and shall be deemed duly given if personally delivered, mailed by registered mail, sent by courier or transmitted by electronic mail, addressed to the Parties at their respective addresses set out in the title of this Agreement or any other address as may be agreed between Parties. All notices shall be deemed duly served: (a) through registered mail, within 7 days of putting in mail; (b) through courier, within 5 days of sending; (c) through electronic mail, on the date and at the time of sending the electronic mail provided that an Automatically generated 'delivery failed' message is not received by the sender; and (d) by hand, at the time of such delivery

8.6. Non-Solicit: Neither party shall employ or attempt to employ any person involved or was in the employment of the other party at any time during the term of the Agreement or preceding 12 (twelve) months from the expiry or termination of the Agreement without express permission of the other party.

8.7. Amendment: This Agreement including the Schedules and / or annexure may only be amended by an instrument in writing duly signed by the Parties.

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




8.9. Counterparts: This Agreement may be executed in two counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

Signed, sealed and delivered


Signed, signed and delivered

For and on behalf of

for and on behalf of

Amity University Haryana

Aarvy Healthcare Super Speciality Hospital


Authorized Signatory
Amity University Haryana
Manesar Gurgaon-122417




Authorized Signatory

