



<b>Indian-Non Judicial Stamp Haryana Government</b>		Date: 03/09/2021
Certificate No. G0C20211216		Stamp Duty Paid: ₹ 101
GRN No. 81228916		Penalty: ₹ 0
<b>Deponent</b>		
Name: Amity University Haryana		
H.No/Floor: 00	Sector/Ward: 00	Landmark: 00
City/Village: Pachgaon	District: Gurugram	State: Haryana
Phone: 90*****40		
Purpose: MOU With Paras Hospital Gurugram to be submitted at Concerned office		

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

**MEMORANDUM OF UNDERSTANDING**

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

By and Between:

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

And

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

AU and PHPL are each referred to individually as a “Party” and collectively as “Parties”

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



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- 2.5. AU would be responsible for the award of degrees, diplomas, and certificates as the case may be.
- 2.6. AU provide academic infrastructure including labs, student's facilities etc and accommodation, if required and available.
- 2.7. The practical /or clinical training would be conducted at PHPL while most practical sessions would be conducted at the hospital, a basic level lab would also be established at a AU division of practical/clinical training will be decided by mutual agreement between both the parties from time to time.
- 2.8. Commuting and transportation of the faculty of PHPL from and to the AU or elsewhere when it is for the purpose in furtherance of this MoU, shall be borne by the AU.
- 2.9. PHPL may consider offering internship and full time placements to the students of the programmes run jointly, on the principle of first right of refusal. PHPL will also guide and accordingly assist, the AU in getting placement for the students. Where ever possible it is understood by both the parties that PHPL doesn't in any way guarantee the job placements for the qualified students.
- 2.10. Both parties may conduct joint research projects, symposia, conference, seminars and scholarly meeting, if mutually agreed and whenever possible.
- 2.11. AU will collect all fee from the students. Faculties of PHPL will be adequately compensated for their role in teaching programs, on mutually agreed terms and conditions.
- 2.12. AU has represented that it has full time faculty for basic sciences (Anatomy physiology, pathology, and pharmacology) for its programs, particularly for nursing courses further, it is understood by both the parties that AU shall also accommodate PHPL postgraduate trainees (e.g. DNB students) who intend to join the classes in basic sciences periodically.
- 2.13. The present list of 27 courses already grouped from 2.1 to 2.8 is agreeable to both parties.
- 2.14. AU specifically agrees to and acknowledges the following:
- i. PHPL may at any time in its sole discretion, termination the internship without notice or cause.
  - ii. Intern shall maintain a regular internship schedule determine by the Intern and their supervision.
  - iii. Intern will demonstrate honesty, punctuality, courtesy, cooperative attitude, proper health and grooming habits, appropriate dress and a willingness to learn.
  - iv. Intern will obey the policies, rules and regulations of the Hospital and comply with PHPL's business practices and procedures.
  - v. Intern will furnish his/her supervisor with all necessary information pertaining to unpaid internship, including related assignments and reports.



*M. M. M.*

*[Signature]*



- 5.3. In case of termination or expiration of this Agreement, the Student of the AU shall vacate the Hospital immediately on expiry or termination of this Agreement.
- 5.4. Notwithstanding anything contained in this Agreement, either party may terminate this Agreement:
- i. The other party fails to perform its material obligations under this MOU and such failure is not cured within 30 days of receiving a written notice;
  - ii. The other party's acts or omissions bring disrepute to the terminating party and its goodwill in any manner; and
  - iii. The each party forthwith upon written notice to the other Party, if any proceedings under any law relating to insolvency are commenced against the other Party or if any Party makes an application under any such law for being adjudged / declared an insolvent
- 5.5. Upon termination of this Agreement the Parties shall immediately return all confidential material and information that may have been made available to each other during the Term; and
- 5.6. Each party shall continue to remain solely liable and responsible towards its liabilities accrued till the date of termination of this Agreement.

#### ARTICLE-6-CONFIDENTIALITY

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



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

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

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

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

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

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

Signed, sealed and delivered

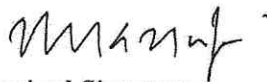
Signed, signed and delivered

For and on behalf of

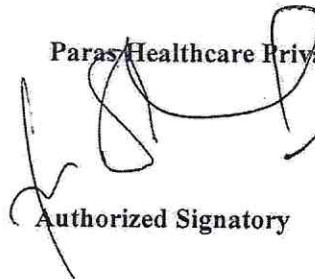
for and on behalf of

Amity University

Paras Healthcare Private Limited



Authorized Signatory



Authorized Signatory



Registrar  
Amity University, Haryana  
Manesar, Gurugram 122413

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