



SANTOSH

Deemed To Be University
(Established u/s 3 of the UGC Act, 1956)

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding (MOU) is entered into and is effective as on 19th day of June 2023 by and between:

Santosh Deemed to be University, managed by Santosh Trust established and registered under the provision of the Indian Trust Act 1882, having its registered office at No.1, Santosh Nagar, Ghaziabad hereinafter referred to as '[SU]' (which expression unless repugnant to the subject or the context of shall mean and include its successors and assigns) of the **First Part**, and

"**YLS Healthcare Academy Private Limited**", a company incorporated and registered under the provision of the Companies Act, 1956, having its registered office at Delhi hereinafter referred to as YLS Healthcare Academy, (which expression shall, where the context so admits, include its successors and person or persons for the time being in control and management of the affairs of the Company and permitted assigns) of the **Second Part**;

YLS Healthcare Academy has developed a proprietary system of developing training programs for the healthcare industry and establishing & operating training centers.

<p><i>Neeraj</i> 19/6/23</p> <p>(Santosh Deemed to be University)</p>	<p><i>Neeraj</i> 19/6/23</p> <p>(YLS Healthcare Academy)</p> <p>Page 1 of 19</p>
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No. 1, Santosh Nagar,
Ghaziabad -201 009 (Delhi-NCR)
+91 120 4933353/63/73



www.santosh.ac.in

For YLS Healthcare
Academy Pvt. Ltd.
Director/Auth Sign.

"YLS Healthcare Academy", logotypes, emblems, designs, signs and symbols, and other intellectual property used in connection with the offer, sale, promotion, and presentation of the Programs, and may develop or acquire other trademarks,


Santosh Deemed to be University understands and acknowledges the benefit to be derived from professional association with **YLS Healthcare Academy** for organizing "Life support training program(s)".

The signatories to this MOU are referred to individually as the PARTY and jointly as the PARTIES in this MOU.

RECITALS

Whereas, **Santosh Deemed to be University** is well reputed university in the State of Uttar Pradesh.

And Whereas, **YLS Healthcare Academy** is a leading healthcare training organization, which is engaged in the activities of delivering healthcare educational and training solutions to meet the rapidly growing need of healthcare sector & emergency medical services;

<p><i>[Signature]</i> 19/6/23 (Santosh Deemed to be University)</p>	<p><i>[Signature]</i> 19/6/23 (YLS Healthcare Academy) Page 2 of 19</p>
<p></p>	<p>For YLS Healthcare Academy Pvt. Ltd. Director/Auth Sign.</p>

Santosh Deemed to be University has agreed to organize American Heart Association certified courses and Life support training programs as outlined in Annexure II (the "Approved Training Program(s)") in association with "**YLS Healthcare Academy**".

Now, therefore, in consideration of the foregoing recitals, covenants and conditions hereinafter set forth, both the Parties hereby agree as follows:


- a. The scope of this MOU is to define the responsibilities and rights of the Parties herein with respect to joint offering and delivery of various healthcare programs by the parties and providing Approved Training Programs in accordance with the terms and conditions hereunder.
- b. Without prejudice to the generality of aforesaid, both the Parties to this MOU recognize the following acts or activities to be carried out by them in achieving the objectives of this MOU:
 - i. Offering and delivery of healthcare training programs by the **YLS Healthcare Academy** in the **Santosh Deemed to be University** allocated locations.
 - ii. Contracts for delivering Approved Training Programs

 (Santosh Deemed to be University) 	 (YLS Healthcare Academy) Page 3 of 19 For YLS Healthcare Academy Pvt. Ltd. Director/Auth Sign.
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- iii. Necessary arrangement for space and other facilities for organizing and delivery of healthcare programs to the qualified students or participants;
- iv. Providing necessary equipment, instruments and training-aids for delivery of healthcare training programs;
- v. Planning, scheduling, organizing, and managing the delivery of the healthcare training programs;
- vi. Delivery of training materials, books, and other reference materials to the participants;
- vii. Conducting of regular pre & post course assessments and examinations
- viii. Issuance of certificates to the participants who successfully complete the training program requirements.

1 CONFIDENTIALITY

The term “**Confidential Information**” means information sensitive to a party hereunder, whether written, oral or in another tangible or intangible form, including but not limited to information concerning the business, operations, projects, technologies and affairs of such party (the “**Disclosing Party**”) or

<p style="text-align: center;"><i>Alvish</i> 19/6/23</p> <p style="text-align: center;">(Santosh Deemed to be University)</p> 	<p style="text-align: center;"><i>Alvish</i> 19/6/23</p> <p style="text-align: center;">(YLS Healthcare Academy) Page 4 of 19</p>
	<p style="text-align: center;">For YLS Healthcare Academy Pvt. Ltd. Director/Auth Sign.</p>

Its affiliates, subsidiaries or associates that has been or may be disclosed to the other party hereunder (the "Receiving Party") or its employees, managers, principals, directors, representatives or instructors.

Confidential Information does not include information which:

- a. is or becomes publicly known or within the public domain without the Receiving Party's breach of this MOU;
- b. has been or is lawfully obtained by the Receiving Party from third parties without an obligation of confidence to Disclosing Party;
- c. is approved for release by written authorization of the Disclosing Party; or
- d. Is required to be disclosed pursuant to a requirement of law, in which event the Receiving Party shall take written approval of the Disclosing Party before making such disclosure.

The Receiving Party warrants that

- a. Receiving Party or any of its employees, managers, principals, directors, representatives or instructors will

<p><i>Alankar</i> 19/6/23</p> <p>(Santosh Deemed to be University)</p> 	<p><i>Nadd</i> 19/6/23</p> <p>(YLS Healthcare Academy)</p> <p>Page 5 of 19</p> <p>For YLS Healthcare Academy Pvt. Ltd.</p> <p>Director/Auth Sign.</p>
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Use the Confidential Information of the Disclosing Party solely for the purposes of performing its obligations under this MOU , and will not appropriate it for its own use or any other purpose not permitted;

- b. Confidential Information will be kept in strict confidential during the Term and after termination of this MOU and the Receiving Party must use the same degree of precaution as it uses to protect its own confidential information and safeguards its confidential information of like importance;
- c. Receiving Party's employees, managers, principals, directors, representatives or instructors will not disclose any Confidential Information in any manner whatsoever without the Disclosing Party's prior written approval.

All Confidential Information is and shall remain exclusively the property of the Disclosing Party and shall be returned immediately to the Disclosing Party upon expiry or termination of this MOU.

Receiving Party warrants that it will only disclose Confidential Information to those employees, managers, principals, directors, representatives or instructors who need to know

<p><i>Manish</i> 19/6/23</p> <p>(Santosh Deemed to be University)</p>	<p><i>Nadot</i> 19/6/23</p> <p>(YLS Healthcare Academy)</p> <p>Page 6 of 19</p>
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**For YLS Healthcare
Academy Pvt. Ltd.**
Director/Auth Sign.

such information for the purpose of this MOU and who have agreed prior to such disclosure to be bound by the terms hereof to the same extent as the Receiving Party or in the alternative, who have agreed to be bound by terms similar to the terms hereof.


2 INTELLECTUAL PROPERTY

YLS Healthcare Academy acknowledges that all types of training material; Approved Training Programs and Kit(s); and all other records, documents, software, data, designs and other materials, whether in hard copy, or in any other media, provided or made available by YLS Healthcare Academy relating to this MOU (hereinafter referred to as "Material") AND shall always remain the sole and exclusive property of YLS HEALTHCARE ACADEMY .

YLS Healthcare Academy acknowledges that, upon expiry or termination of this MOU for any reason, **Santosh Deemed to be University** shall have no right over anything including material and laboratory equipment received from YLS Healthcare Academy during the course of this MOU.

3 RESPONSIBILITIES OF THE PARTIES

YLS Healthcare Academy shall offer the Approved Training Programs at the

<p><i>Deeds</i> 19/6/23</p> <p>(Santosh Deemed to be University)</p> 	<p><i>Mhd.</i> 19/6/23</p> <p>(YLS Healthcare Academy)</p> <p>Page 7 of 19</p>
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Santosh Deemed to be University Center(s).

The roles & responsibilities of the PARTIES respectively are defined in Annexure II.

The Financial Terms and Conditions are at Annexure III.

Annexure-I, II, III are an integral part of this MOU.


4 NON-COMPETE

Santosh Deemed to be University and its group companies, associates or partners, shall not compete with YLS Healthcare Academy in the provision of the Approved Training Programs during the terms of this MOU. In case of any such competitive situation both Parties shall consult with each other and try to arrive at a mutually beneficial solution.

The Parties agree and acknowledge that the provision of this Para shall survive till the expiry or termination of the MOU.

5 ASSIGNMENT

Both the parties to this MOU agree that they may not assign or otherwise transfer, dispose or part with any of its rights or obligations hereunder to any person only with the prior written consent of the other Party.

<p><i>Deenish</i> <i>19/6/23</i></p> <p>(Santosh Deemed to be University)</p>	<p><i>Nadd</i> <i>19/6/23</i></p> <p>(YLS Healthcare Academy)</p> <p>Page 8 of 19</p>
	<p>For YLS Healthcare Academy Pvt. Ltd.</p> <p>Director/Auth Sign.</p>


6 ARBITRATION

The parties here to have also agreed that if any differences or dispute arises between them in relation to this MOU or in respect of construction of Para(s) hereto regarding rights, relations and obligation between the parties inter se or for performance or nonperformance or breach of any of the term(s) and condition(s) hereof by either party, the matter shall be referred to an Arbitrator who shall be appointed by the mutual consent of both the parties and decision of the said Arbitrator shall be final and binding on both the parties hereto.

The place of arbitration shall be Delhi. The arbitration proceeding shall be governed by the Indian Arbitration & Conciliation Act, 1996. The arbitration proceedings shall be in the English language. The arbitral award shall be final and binding on the Parties.

7 DAMAGES

In the event of a breach by either Party of any of the provisions of this MOU, the non-breaching Party may serve notice requiring the breach to be remedied within the time stipulated in that notice (a 'Default Notice').


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Santosh Deemed to be University acknowledges that breach of Para 1, 2 & 4 of this MOU will give rise to irreparable injury to YLS Healthcare Academy and YLS Healthcare Academy may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies, which may be available. **Santosh Deemed to be University** acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of YLS HEALTHCARE ACADEMY and are reasonable in scope and content.

YLS Healthcare Academy acknowledges that breach of any of the clause of this MOU will give rise to irreparable injury to **Santosh Deemed to be University** and **Santosh Deemed to be University** may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies, which may be available. YLS Healthcare Academy acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of **Santosh Deemed to be University** and are reasonable in scope and content.

8 TERMS

The term of this MOU shall take effect on the date of execution

<p><i>Deep</i> 19/6/23</p> <p>(Santosh Deemed to be University)</p> 	<p><i>Abdul</i> 19/6/23</p> <p>(YLS Healthcare Academy) Page 10 of 19</p> <p>For YLS Healthcare Academy Pvt. Ltd. Director/Auth Sign.</p>
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of this MOU and subsist as binding and enforceable between the parties for a period of three years within such time period both the parties expressly agrees to perform its part of obligation and responsibilities of this MOU.

After the expiry of this term the parties may extend the term of this MOU for another term of three years on such terms and conditions as the parties may deem fit.

9 MODIFICATION, DISPUTE AND TERMINATION

The MOU may be altered or amended or modified by the parties by executing a document in writing and signed by the parties or their duly authorized representatives. Such changes shall be enforced from the date of execution.

In case of any dispute arising from the execution, the interpretation or the performance of this MOU, both parties agree to use their best efforts in order to reach an amicable settlement with respect to such dispute.

This MOU may be cancelled or terminated without giving any reason or cause by either party by giving 30 days' notice in advance written notice to other party. Such notification shall state the effective date of termination or cancellation and include any financial performance and/or payment invoicing instructions/ requirements.

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For YLS Healthcare Academy Pvt. Ltd.
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In the event of termination of this MOU as outlined above, both Parties will continue to fulfill their obligations to ensure that any courses or programs underway are concluded in a proper manner so that students are unaffected.


This MOU shall be executed in two sets and each party shall retain one set of this MOU.

10 INDEPENDENT PARTIES

Both the parties of this MOU agree that they shall act as Independent parties and not as agents of each other in discharge of their obligation for running the Approved Training Programs under this MOU maintaining complete control over their employees.

11 WAIVERS

No delay or omission by either party to exercise any right or power it has under this MOU shall impair or be construed as a waiver of such right or power. All waivers must be made in writing and signed by the party making such waiver.

<p><i>Alect</i> <i>29/6/23</i></p> <p>(Santosh Deemed to be University)</p> 	<p><i>Mehid</i> <i>19/6/23</i></p> <p>(YLS Healthcare Academy)</p> <p>Page 12 of 19</p> <p>For YLS Healthcare Academy Pvt. Ltd.</p> <p>Director/Auth Sign.</p>
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12 INTERPRETATION

This MOU contains the entire understanding between the Parties with respect to the subject matter contained hereunder and supersedes all previous written or oral undertakings, commitments or representations whatsoever.

13 NOTICES


All notices, consents, requests and the like required to be given under this MOU shall be expressed in writing and shall be communicated at the registered address of the relevant party or to such other address as one party may notify to the other in writing from time to time. The registered address and email of each Party at the time of signing of this MOU are as follows:

If to Santosh Deemed to be University

Attn.: **DR. NARESH SHARMA**
Designation: Registrar
Address: No.1, Santosh Nagar, Pratap Vihar, Ghaziabad
Email: santosh@santosh.ac.in

If to YLS Healthcare Academy:

Attn.: **NADIMUDDIN**
Designation: Director -Training
Address: K 302, New Seelampur, Shahdra, Delhi
Email: info@yourlifesaving.org

<p><i>Shree</i> <i>19/6/23</i></p> <p>(Santosh Deemed to be University)</p> 	<p><i>Nadim</i> <i>19/6/23</i></p> <p>(YLS Healthcare Academy) Page 13 of 19</p> <p>For YLS Healthcare Academy Pvt. Ltd. Director/Auth Sign.</p>
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For SANTOSH DEEMED TO BE UNIVERSITY

For YLS Healthcare Academy

By: Sharma
19/6/23

By: Nadim
19/6/23

Signatory in the presence of

Signatory in the presence of

Name: Dr. Naresh Sharma
Address No-1 Santosh Nagar,
Pratap Vihar, G2B-201009

Name: NADIMUDDIN
Address: K-302, New
Silampur Delhi 110053

<p><u>Sharma</u> 19/6/23</p> <p>(Santosh Deemed to be University)</p>	<p><u>Nadim</u> 19/6/23</p> <p>(YLS Healthcare Academy)</p>
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**For YLS Healthcare
Academy Pvt. Ltd.**
Director/Auth Sign.

Annexure I

The following is the initial list of Life Support trainings and skill development courses offered by YLS Healthcare Academy (the "Approved Training program(s)"). This initial list of courses may be amended to add or subtract courses as per mutual agreement between the Parties.

AHA (American Heart Association) 2020 guidelines certified courses offered by YLS Healthcare Academy:


- AHA - BLS (Basic Life Support) Provider & Instructor course
- AHA - ACLS (Advanced Cardiovascular Life Support) Provider & Instructor course
- AHA - PALS (Pediatric Advanced Life Support) Provider & Instructor course
- AHA - Airway management course
- AHA - ECG and Pharmacology course
- AHA - Heartsaver First Aid, CPR, AED course
- AHA - Heartsaver CPR, AED course
- AHA - Heartsaver First Aid course

Life Support Training programs offered by YLS Healthcare Academy:

- YLS Healthcare Academy - BLS (Basic Life Support)
- YLS Healthcare Academy - ACLS (Advanced Cardiovascular Life Support)
- YLS Healthcare Academy - PALS (Pediatric Advanced Life Support)

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- YLS Healthcare Academy - NALS (Neonatal Advanced Life Support)
- YLS Healthcare Academy - Trauma Life Support
- YLS Healthcare Academy - I.V. Therapy
- YLS Healthcare Academy - ECG Interpretation
- YLS Healthcare Academy - Emergency Oxygen
- YLS Healthcare Academy - Bloodborne Pathogens
- YLS Healthcare Academy - Pregnancy & Neonatal Care
- YLS Healthcare Academy - Pediatric CPR, AED, First Aid
- YLS Healthcare Academy - Fire safety workshop
- YLS Healthcare Academy - Basic First Aid
- YLS Healthcare Academy - CPR, AED, Basic First Aid
- YLS Healthcare Academy - Medical Emergency & First Aid
- YLS Healthcare Academy - Emergency Responder
- YLS Healthcare Academy - Advanced First Aid
- YLS Healthcare Academy - Basics of CPR & First Aid
- YLS Healthcare Academy - First Responder

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<p style="text-align: center;"></p>	<p style="text-align: center;">For YLS Healthcare Academy Pvt. Ltd. Director/Auth Sign.</p>

Annexure II

Roles and responsibilities of the Parties will be as follows:

A. Santosh Deemed to be University:


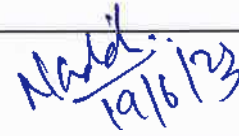
1. shall provide suitable room space in the Santosh Deemed to be University Centers where the trainings will be conducted;
2. shall provide suitable space in the Santosh Deemed to be University Centers for setting up the training laboratory;
3. shall not use the Marks in stationery or otherwise, except in the form approved by YLS Healthcare Academy in writing;
4. shall provide suitable workspace for YLS Healthcare Academy trainers and other support staff;
5. Shall be responsible for administrative work at the Santosh Deemed to be University Center including enrollment of candidates, fees collection, monitoring, coordination etc;
6. Shall facilitate and monitor proper commencement of training;
7. Shall bear all running expenses for offering the Approved Training Programs;


<p><i>Deen</i> <i>19/6/23</i></p> <p>(Santosh Deemed to be University)</p>	<p><i>Nadhi</i> <i>19/6/23</i></p> <p>(YLS Healthcare Academy)</p> <p>Page 18 of 19</p>
	<p>For YLS Healthcare Academy Pvt. Ltd. Director/Auth Sign.</p>

8. Shall ensure that all approvals, rents, statutory dues etc are current so that the **Santosh Deemed to be University Centers** are available at all times and the ability to delivery training is not in any way adversely impacted;
9. Shall ensure safety of all Materials at **Santosh Deemed to be University Centers** at all times.

B YLS Healthcare Academy:

1. Shall deploy necessary training-aids for delivery of the Approved Training Programs. This shall include training materials, books and other reference materials required for the students;
2. shall provide training faculty and conduct training including all training materials/books etc.;
3. Shall conduct regular assessments and examinations and issue certificates to the successful participants;

 (Santosh Deemed to be University)	 (YLS Healthcare Academy) Page 19 of 19 For YLS Healthcare Academy Pvt. Ltd. Director/Auth Sign.
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Annexure III

Financial Terms and Conditions

- **Santosh Deemed to be University** shall be entitled to receive the course or **training fee** from the participants and shall pay the **mutually agreed amount** to YLS Healthcare Academy 50% before delivery of reference material and 50% before delivery of certificates.
- YLS Healthcare Academy shall not be responsible for participant/s absence, non-completion of the course or training. YLS Healthcare Academy will provide one additional opportunity to such participants for completing their course during the MOU term.
- Except as mutually agreed, each party to this MOU shall bear its own costs and expenses in due performance of its obligations and responsibilities as agreed herein.
- That, both the parties shall keep proper accounts of all money received, sales of service and keep records of all books, certificates.

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<p><i>Deep</i> <i>19/6/23</i></p> <p>(Santosh Deemed to be University)</p>	<p><i>N.oddh</i> <i>19/6/23</i></p> <p>(YLS Healthcare Academy)</p>
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