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INDIA NON JUDICIAL

Government of Uttar Pradesh

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Unique Doc. Reference	: SUBIN-UPUP1407120446774965478159U
Purchased by	: SANTOSH DEEMED TO BE UNIVERSITY
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: SANTOSH DEEMED TO BE UNIVERSITY
Second Party	: KAILASH HOSPITAL AND NEURO INSTITUTE
Stamp Duty Paid By	: SANTOSH DEEMED TO BE UNIVERSITY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Dr. (Lt Col) RAJESH PARASHAR
Medical Superintendent
Kailash Hospital and Neuro Institute
NH-1, Sector-10, Ghaziabad-201301



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SANTOSH

Deemed To Be University

(Established u/s 3 of the UGC Act, 1956)

MEMORANDUM OF UNDERSTANDING

BETWEEN

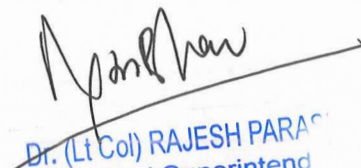
SANTOSH DEEMED TO BE UNIVERSITY

GHAZIABAD, DELHI NCR

AND

KAILASH HOSPITAL & NEURO INSTITUTE

SECTOR - 71, NOIDA - 201309


Dr. (Lt Col) RAJESH PARASHAR
Medical Superintendent
Kailash Hospital & Neuro Institute
NH-1, Sector-71, Noida-201309



No. 1, Santosh Nagar, Ghaziabad -201 009 (Delhi-NCR)
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MEMORANDUM OF UNDERSTANDING

This is made at Noida, Uttar Pradesh on this **29 day of April, 2022**

BETWEEN

Kailash Hospital & Neuro Institute (A unit of M/S Kailash Healthcare Ltd.), a Company incorporated under the Companies Act, 1956, having its registered office at A-101, New Ashok Nagar, Delhi – 110096 and acting through its Medical Superintendent Dr. (Lt.Col) Rajesh Parashar (hereinafter referred to as "Institute", which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, executors, administrators, and permitted assigns) of the FIRST PART.

AND

Santosh Deemed to be University

....., a Deemed to be University incorporated under Section 3 of the UGC Act, 1956, having its registered office at **No.1, Santosh Nagar, Ghaziabad, Delhi** (hereinafter referred to as "**Hospital**", which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, executors, administrators, and permitted assigns) of the SECOND PART.

The expression *Institute / Hospital* are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties" as the case may be.

WHEREAS the Institute presents that it is engaged in the business of providing premium healthcare services and is, inter-alia, running a multi Super-specialty Hospital in the name as "**Kailash Hospital & Neuro Institute**" at NH-01 & 1A, Sector-71, Noida, U.P. — 201301 having NABH & NABL accreditations and has applied for accreditation with National Board of Examination in **Medical Sciences**, New Delhi, for DNB / DrNB / FND Courses.

AND WHEREAS the *Hospital* represents that it is running Super-Specialty Hospital in the name as **KAILASH HOSPITAL & NEURO INSTITUTE** at having NABH & NABL accreditations.

AND WHEREAS the *Institute* has approached the *Hospital*, for providing practical / clinical training in Maxillofacial Surgery Specialty to the students pursuing various DNB / DrNB / FND courses in its Kailash Hospital & Neuro Institute, located at NH-01 & 1A, Sector-71, Noida, U.P. - 201301.

AND WHEREAS Hospital has agreed to provide practical / clinical training in Maxillofacial Surgery Specialty to the deserving students of the *Institute* pursuing various DNB / DrNB / FND courses on the terms and conditions appearing hereinafter.

AND WHEREAS the Kailash Hospital & Neuro Institute has agreed to accommodate and provide observership at their Neuroscience Centre to the Maxillofacial Surgery Residents / Post Graduates of Santosh Deemed to be University for the specific period of time on mutual consent

AND WHEREAS the Kailash Hospital & Neuro Institute has agreed to facilitate and share their faculty to facilitate its academic expertise to the Santosh Deemed to be University for the specific period of time on mutual consent.

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Dr. (Lt Col) **RAJESH PARASHAR**
Medical Superintendent
Kailash Hospital & Neuro Institute
NH-1, Sector-71, Noida-201301



NOW THE PARTIES TO THIS HEREBY MUTUALLY AGREE AND DECLARE AS UNDER:-

1) Scope of :

On the written request of the *Institute*, the *Hospital* shall provide different levels of practical / clinical training in Maxillofacial Surgery Specialty to the deserving students of the *Institute* pursuing various DNB / DrNB / FND courses in its Hospital located at Kailash Hospital Neuro Institute as under:


- (a) The *Institute* shall issue a letter of request to the *Hospital* for providing practical / clinical training in Maxillofacial Surgery Specialty to the selected students pursuing various DNB / DrNB / FND courses for a period of at least one month in each specialty.
- (b) The *Hospital* shall after assessing the theoretical knowledge of such students allow them for practical / clinical training in respective specialty in its hospital.
- (c) During the period of training the *Hospital* shall not pay any stipend to such students and the stipend, if any, will be paid directly by the *Institute* to the students. During the observership, the *Institute* shall not pay to the party of First part.
- (d) The students shall be required to come to the hospital in proper neat & clean uniform and have Identity Card issued by the *Institute*.
- (e) The student shall be required to be punctual and mark their attendance at the register maintained in the respective specialty in the said hospital.
- (f) The student shall follow every instruction given by their Trainer / Faculty and do only the things that are told by their Trainer / Faculty.
- (g) The students shall adhere to the rules and regulations and discipline of the Hospital.
- (h) In case of any misbehavior or improper conduct of any student, the *Institute* shall forthwith remove such students immediately from the said hospital and take proper action against such students.
- (i) The *Institute* shall ensure that students keep and maintain the information received during their practical / clinical training in the strictest confidence and not to disclose such information to any third party or make copies of any confidential information without prior consent of the *Hospital*.

2) Commencement Date:

This shall commence with effect fromdate of joining of DNB students.....

3) Period of the MoU:

This shall be valid for a period of 3 (Three) Years with effect from the Commencement date. However, this may be renewed for such further period and upon such terms and conditions as may be mutually agreed in writing between the Parties at least 1 (one) month before the expiry of this


Dr. (L1 Col) RAJESH PARASHAR
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NH-1, Sector-71, Noida-201301

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4) Confidentiality:


Each party agree and acknowledge that, all or any information / documents relating to the medical records of the patients, and any information pertaining to the students or staff or each one's business are of confidential in nature. The parties further agree that, sharing or parting of any such aforementioned confidential information between themselves is only for the limited purposes of implementation of the provisions of this and each party represents and warrants to the other that it shall not disclose to any third party /outsider persons or agencies any confidential information without the prior written consent of the other.

5) Termination of the MOU :

- a) In case Parties desire to terminate this, the intending Party shall give an advance written notice of three months for termination to the other party.
- b) In case there is any breach of any of the terms & conditions of this by any party including failure to meet the commitments as per this , the other party shall give 15 (fifteen) days notice to the defaulting party to make good the breach or failure. In case the defaulting party fails to cure such breach or failure within the notice period, the other party shall have a right to terminate this with immediate effect.

6) General Covenants:

- a) Both the Parties represent and warrant that they have all the corporate, regulatory, legal and other authorizations and licenses to carry on and conduct their respective activities / business and to execute this MOU in accordance with applicable laws and that execution of this MOU and performance of this MOU does not and will not breach or cause conflict with any other obligations to any third party.
- b) Each Party has due legal and contractual authority, skill, experience and resources to render the obligation/services mentioned herein this MOU and shall so render the obligations/services in an ethical and bonafide manner and in compliance with all applicable laws, regulations and respective company policies.
- c) Each Party shall, at all times, comply with all the provisions of statutes, ordinances, rules and regulations applicable and the services agreed to be provided pursuant to this MOU and shall, from time to time, obtain and maintain, at their own cost, all necessary registrations, licenses, approvals, and under any other applicable laws. Any approvals and registration that are required to be taken by any party due to the nature of their business shall be the responsibility of that party.
- d) It is expressly understood and agreed by the Parties that they are independent of each other, and that this MOU shall not create any relationship of principal-agent, master-servant, partners or such other relationship, and neither Party will have the right to bind the other through any of its actions.


Dr. (M. CO) RAJESH PARASHAR
Medical Superintendent
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- e) All notices, and other communications provided for or permitted under this MOU shall be made in writing and shall be sent by speed post, courier service, e-mail or personal delivery.
- f) This MOU sets out the entire understanding between the Parties with respect to the subject matter of it. This MOU supersedes all prior discussions and correspondences, which shall not have any further force or effect.
- g) This MOU may be amended only by an instrument in writing signed by duly authorized representatives of each of the Parties hereto.
- h) Failure by either Party to enforce any provision of this MOU will not be deemed a waiver of future enforcement of that or any other provision. No provision of this MOU may be waived, changed or modified orally, but such may be accomplished only by an MOU in writing, signed by both Parties.
- i) Should any one or more of the provisions of this MOU be determined to be illegal or unenforceable, all other provisions of this MOU shall nevertheless be effective and shall not be affected by such illegality or unenforceability. The Parties shall endeavor to amend the illegal and the unenforceable provision or part thereof to the extent it becomes legal and enforceable.
- j) Such Clauses which by its very nature should survive the expiry and termination of this MOU shall survive the termination or expiry of this MOU.
- k) Neither the *Institute* nor *Hospital* shall assign its rights and obligations in this MOU without prior written consent of the other Party.

7) Force Majeure:

This shall be subject to force majeure conditions such as earthquake, strikes, lockouts, any act of God and/or any other factor beyond the control of the Parties and Government rules & regulations.

8) Arbitration:

In the event of any dispute / difference arising out of this, the Parties shall meet to arrive at an amicable resolution thereof. In the event that the Parties fail to arrive at an amicable resolution, the matter shall be referred to for adjudication to the sole Arbitrator to be appointed by mutual consent in writing by the Parties. The said Arbitrator shall decide the matter as per the Arbitration and Conciliation Act, 1996, amended up to date. The venue for the Arbitration for the convenience shall be at Noida. The language of the Arbitration proceedings shall be English. The decision of the Arbitrator shall be final and binding on the Parties. The Parties to the Arbitration shall bear the respective cost of Arbitration.


Dr. (Lt Col) RAJESH PARASHAR
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9) Jurisdiction:

The Parties hereby agree that the Courts at Noida shall have the exclusive jurisdiction to entertain any dispute arising out or in any way relating or concerning this.

IN WITNESS WHEREOF the parties to this have set their respective hands on the day, month and year first above written, in the presence of the following witnesses:

<p>For KAILASH HOSPITAL & NEURO INSTITUTE (A unit of M/S Kailash Healthcare Ltd.)</p>	<p>For SANTOSH DEEMED TO BE UNIVERSITY Ghaziabad, Delhi NCR</p>
<p><i>[Signature]</i> Name: Dr. (Lt Col) RAJESH PARASHAR Designation: Medical Superintendent <small>Dr. (Lt Col) RAJESH PARASHAR Medical Superintendent Kailash Hospital & Neuro Institute NH-1, Sector-71, Noida-201301</small></p>	<p><i>[Signature]</i> 29.4.2022 Name : Dr. Alpana Agrawal Designation : Registrar </p>
<p>Witnessed by: <i>[Signature]</i> Name : Dr. Subrat Datta Address : HDD, KHNH.</p>	<p>Witnessed by: <i>[Signature]</i> 29/4/2022 Name : Dr. K. Ezhilraj Address : DEPUTY REGISTRAR, SANTOSH DEEMED TO BE UNIVERSITY.</p>