



AGREEMENT

This Agreement (hereinafter referred to as "Agreement") made on 24/5/22 April 2022, by and between:

G. D. Goenka University (hereinafter referred to as "GDGU"), established under Act. No, 10 of the Haryana Private Universities Act 2006 vide Haryana Private Universities (Amendment) Act No. 8 of 2013, located at G D Goenka Education City, Sohna Road, Gurgaon-122103, Haryana, India. GDGU an autonomous body recognized by University Grants Commission under section (2) of UGC ACT 1956 (hereinafter referred to as "GDGU", which expression shall. Unless repugnant to the context and meaning thereof, mean and include its executors, administrators. Successors and permitted assigns) of the FIRST PART:

AND

Umkal Hospital, incorporated under the corporate act having its registered office at Sushant Lok-1, A-520 Near IFFCO Chowk Metro Station, Gurugram, Haryana 122022 (hereinafter referred to as "Hospital" which expression shall unless repugnant to the context or meaning thereof. Mean and include its executors, administrators, successors and permitted assigns) of the SECOND PART.

Hospital and GDGU shall be hereinafter collectively referred to as "Both Parties"

WHEREAS:

1. G D Goenka University is established with a vision to become an internationally recognized institutional of higher learning through inclusive, innovative and value-based education & research preparing socially responsible citizens.
2. Hospital owns and operates healthcare and research services under the brand name Umkal Hospital.

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3. Hospital has agreed to offer its provision / services of Hospital for Education / Research / Training / observer ship / Internship etc. to GDGU Students in following (but not limited to) academic programs:
- I. B.Sc. in radiology & imaging technology/Bachelor in Medical Radiology & Imaging Technology
 - II. Master programs in - Medical Radiology & Imaging Technology
 - III. Bachelor of Physiotherapy
 - IV. Masters of Physiotherapy
 - V. B.Sc. in nutrition & health
 - VI. B.Sc. in healthcare & research
 - VII. M.Sc. in nutrition & health
 - VIII. Doctor of philosophy (Ph.D.)
 - IX. Masters in medical lab sciences
 - X. Bachelor in medical lab science
 - XI. BSc in cardiovascular technology
 - XII. M.Sc. in cardiovascular technology
 - XIII. D. Pharmacy
 - XIV. Pharm D
 - XV. B Pharmacy
 - XVI. Other Healthcare Programs mutually agreed
4. The Hospital has not committed such agreement with any other institute for similar purpose(s). That the hospital has agreed to provide herein.
5. "Both Parties" have the common objective of developing well-trained and high quality human resources in the area of Healthcare and allied domains and accordingly desire to collaborate for purpose of offering Education / Research / Training / observer ship / Internship to the students of GDGU on such terms and conditions as set out in this Agreement.

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NOW, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN
"BOTH PARTIES" HERETO AS FOLLOWS:

1. The Both Parties hereby agree to collaborate on the terms and the manner set out herein for the purpose of initiating and offering such Education / Research / Training / observer ship / Internship etc. as may be mutually agreed between Both Parties from time to time.
2. The Parties shall mutually agree on the curriculum and duration of the Education / Research / Training / observer ship / Internship etc. as per provisions of GDGU and / or Directorate Medical Education and Research (DMER), Govt of Haryana / Statutory body
3. GDGU shall refer eligible students for such Education / Research / Training / observer ship / Internship etc. to Hospital, which shall grant enrolment to such students.
4. No stipend/TA/accommodation etc. shall be paid by the Hospital to such students for the said Education / Research / Training / observer ship / Internship etc.
5. The Fee / Honorarium for such Education / Research / Training / observer ship / Internship etc. shall be charged by Hospital @ Rs.1000/- per candidate per month of hospital posting.
6. The rate of Fee / Honorarium / Payments chargeable will be mutually revised by GDGU and Hospital.
7. GDGU shall deposit to Hospital all Fee / Honorarium in advance before start of posting along with a detailed statement.
8. Both Parties hereby further agree that the books of accounts pertaining to this Agreement may be reconciled by the Parties.
9. GDGU shall ensure regular attendance of its enrolled students during their "Education / Research / Training / observer ship / Internship etc."
10. Students, while their enrolment in the "Education / Research / Training / observer ship / Internship etc.", shall be under the direct and / or joint control of /HOD of concerned department of the Hospital and HOD / Dean at GDGU.
11. GDGU shall endeavour and insist on its student's to maintain strict confidentiality of the terms and conditions of this Agreement including any and all information gathered by them or come to their knowledge while at the premises of Hospital during the duration of their Education / Research / Training / observer ship / Internship etc.

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12. Each Student Will Sign "Non-Disclosure Agreement" As per Annexure I of This Agreement before the start of his/her posting.
13. GDGU shall endeavour and insist on its students, at all times during the Term of this Agreement and while on the premises of Hospital, to comply with the rules and regulations prescribed by Hospital relating to including but not limited to the conduct of the students and not interfere with or obstruct the operations of Hospital.
14. GDGU shall be solely responsible for the acts of its students at all times during the Term of this Agreement while their enrolment with Hospital and shall keep hospital fully indemnified in this regard.
15. After the successful completion of the Education / Research / Training / observer ship / Internship etc., student shall submit, required documents to the GDGU as notified from time to time. Hospital shall ensure issuance of all such required documents / certificates / Reports / Statements etc. to such Students of GDGU in the formats as prescribed by GDGU and / or Directorate Medical Education and Research (DMER), Govt of Haryana / Statutory body
16. Hospital shall also provide the confidential evaluation report on the work of student to GDGU directly in the formats as prescribed by GDGU and / or Directorate Medical Education and Research (DMER), Govt of Haryana / Statutory body.
17. Any publication produced by the work of intern during Education / Research / Training / observer ship / Internship etc. shall duly acknowledge "GDGU" and "Hospital" both.
18. The Hospital shall be rendering the deliverables as mentioned in relevant terms herein during the Term of this Agreement on the basis of mutually worked upon tenure / calendar / schedule / shifts etc.
19. REPRESENTATIONS AND WARRANTIES - Each Party hereby represents and warrants to the other Party that (i) it has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby: (ii) the execution, delivery and performance of this Agreement by it, does not and will not conflict with any legal, contractual, or organizational requirements: (iii) there are no pending or threatened legal, administrative, or other proceedings/labour dispute that if adversely determined, could reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement; (iv) the authorization to use the Intellectual Property under Clause 11 above will not violate any proprietary rights of any third party, including, without limitation, confidential relationships, patent, trade secrets, copyright rights and any other proprietary rights.


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In addition, GDGU hereby represents and warrants that it is in compliance with and shall continue to comply with:

- a. All applicable state and national laws and has obtained and shall maintain during the Term of this Agreement.
- b. All approvals and licenses as may be required for the purpose of undertaking the Training & Internship Program.

20. INDEMNITY - Both parties hereby agrees to indemnify, defend, hold harmless and keep indemnified, each other, its respective officers, employees, agents and representatives against any losses, damages, liabilities, cost or expenses (including attorney's fees). Actions, proceedings, penalties, fines, judgments, or awards accruing to or made on each other arising out of

- i. Implementation of the Education / Research / Training / observer ship / Internship etc.
- ii. Claims made by the students;
- iii. Breach of confidentiality;
- iv. Breach of applicable laws; and
- v. Acts and omission of its students.

21. CONFIDENTIALITY

- i. Each party (the "Receiving Party") undertakes to keep and maintain any and all information received from the other party (the "Disclosing Party" in the strictest confidence ("Confidential Information") and not to disclose such information to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall use the Confidential Information solely for the purpose of implementing the transaction contemplated herein and not for any other purpose.
- ii. The provisions of this shall not prevent either party from disclosing any information where it can demonstrate and document that such information:
 - a) was in its possession (with full right to disclose) prior to receiving it from the disclosing Party; or
 - b) is or subsequently comes into the public domain other than by breach of its obligations hereunder, or
 - c) is independently developed by the Receiving Party; or

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- d) was received from a third party who was free to divulge it: or
- e) Was required to be disclosed under an order or instruction from a Court or tribunal or other authority of competent jurisdiction. However, before making any such disclosure, the party required to disclose shall inform the other party in writing to enable the other party to obtain injunction from court of competent jurisdiction competent authority against disclosure and/ or to restrict its disclosure to bare minimum.

iii. Return of documents. Upon completion of the training an internship programme domination of the main agreement or this agreement or earlier return or oral request of Hospital. Intern shall return Hospital or immediately destroy, all documents and other tangible manifestations in whatever form of Confidential Information received by Intern pursuant to this Agreement (and all copies and reproductions thereof).

22. No Contract or Claim. The parties acknowledge and agree that this Agreement will not be construed in any manner to be an obligation to enter into a contract or to result in any claim whatsoever.

23. TERMINATION AND CONSEQUENCES OF TERMINATION

- i. This Agreement shall be valid for a period of 05 (five) years with effect from the date hereof unless otherwise terminated in accordance with this Clause (Term). The Term may be renewed further for such extended period and on such terms and conditions as may be mutually agreed between the Parties.
- ii. Either Party may terminate this Agreement by giving 3 months prior written notice to the other Party, provided if;
 - 1. All the students enrolled during the currency of this Agreement are brought to logical conclusion of their Education / Research / Training / observer ship / Internship etc. by both Parties.
- iii. Either Party have released from their respective obligations or liabilities under this Agreement which have accrued as on the date of termination of this Agreement and without affecting the rights and powers conferred by this Agreement on the Parties.
- iv. Either Party may forthwith terminate this Agreement if:

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1. the other Party fails to perform its material obligations under this Agreement and such failure is not cured within 3 months of receiving a written notice requiring it to be remedied, or
 2. the other Party's acts or omissions bring disrepute to the terminating party and its goodwill in any manner, or
 3. the other Party's management undergoes change:
- v. On expiry or earlier termination of this Agreement, within 1 (one) week from the date of expiry/termination:
1. Each Party shall hand over all Confidential Information in its possession belonging to the other Party to the other Party;
 2. Each party shall continue to remain solely liable and responsible towards its liabilities accrued till the date termination of this agreement; and

24. GOVERNING LAW AND DISPUTE RESOLUTION - This Agreement shall be construed accordance with or relating this Agreement through friendly negotiations. If dispute is not resolved through friendly negotiation within period of 3 months from the of receipt a written notice from a Party other, dispute shall resolved by sole arbitrator appointed Parties), through arbitration to conducted in accordance with Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Gurugram Haryana. The decision or award given by the sole arbitrator shall final binding on the Parties

25. MISCELLANEOUS

- i. Notice: Any notice, Party which sent upon delivery when delivered hand, (three) days after sent, sent with sending expenses prepaid, an express courier reliable for tracking delivery. (iii) transmitted, sent by confirmed facsimile, or (iv) (fourteen) days after the date sent by certified registered mail, postage prepaid, return receipt requested, addressed follows:

To Hospital Dr. Umesh Gupta
Director, Umkal Hospital, Sushant Lok-1, A-520, near Iffco
Chowk Metro Station, Gurugram, Haryana 122022

To GDGU: Dr Dhirender Singh Parihar
Registrar, G D Goenka University, Gurgaon-122413



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- ii. No communication exchanged by, originated from, or received by either parties shall bind either, or any manner alter the terms of this agreement, and the rights and duties of the parties mentioned herein. Electronic mails that purport state, aver, declare, or acknowledge anything other than information exchange, procedural instructions and guidelines specifically stated this agreement shall be deemed void and invalid extend, and shall read accordingly.
- iii. Each party as hereby designate the following employees as coordinators for the purposes of acting as the sole point in the contact and these coordinators shall be empowered to discuss and reach agreement on any actions with regard to any operational aspect of the Service contemplated under this Agreement:

From Hospital

Ms. Richa Singh

HR Manager

Umkal Hospital, Gurugram



From GDGU

Prof. (Dr) Sanjeev Gupta

SoMAS, G D Goenka University, Gurgaon

- iv. **Entire Agreement:** This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.
- v. **Amendments:** This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties. 18.5 Waiver: No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision.


DR. SANJEEV GUPTA
M.B.B.S., M.D.
DM (CARDIOLOGY)

- vi. **Independent Rights:** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such right shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- vii. **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, the Parties shall negotiate, in good faith, a valid, legal and enforceable substitute provision or provisions, which most nearly effect the intention of the Parties.
- viii. **Relationship:** The relationship between Parties is that of an independent contractor and neither Party hereto is an agent or partner of the other Party for any purpose whatsoever.
- ix. **Assignment:** Neither Party shall assign this Agreement or its rights and obligation hereunder without the prior written consent of the other Party.

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x. **Counterparts:** This Agreement shall be executed in two (2) or more counterparts, all of which shall constitute one and the same agreement.

xi. **Survival:** Such Clauses which by its very nature should survive the expiry and termination of this Agreement shall survive the termination or expiry of this Agreement.

IN WITNESS WHEREOF, the Parties by their duly authorised representatives have executed this Agreement on the day first above written:

SIGNED for and on behalf of GD Goenka University:

Signature

[Signature]
5/7/2022

Office Seal



Name &

Dr. Dharendra Singh Panihar

Designation

Registrar, GDGV

Witness

Signature

[Signature]

Name &

Dr. Vishwojeet Toindi

Photo ID No.

ABEPT1584E

SIGNED for and on behalf of Hospital

Signature

[Signature]

Office Seal

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CHIEF CARDIOLOGIST
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Name &

Dr. Umesh Gupta

Designation

Director

Witness

Signature

Richa Singh

Name &

Richa Singh

Photo ID No.

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ANNEXURE I

NON DISCLOSURE AGREEMENT

(To be signed by Each Student under Training / Posting)

I _____ S/o _____ (hereinafter referred to as "Student") Enrol. No. _____ Student herewith acknowledge that during my posting at Hospital, I shall have access to certain confidential and proprietary information of Hospital, I agree to treat following information as confidential:

1. Any information which becomes accessible to Student on account of his/her being present in Hospital premises;
 - i. All confidential and proprietary information disclosed by Hospital or GDGU to me
 - ii. Any information acquired or comes to my knowledge while my enrolment in the Training & Internship Program, whether in writing or otherwise, as confidential so as to protect and preserve Hospital rights in such information, and not to use such information other than in accordance with this and for any purpose other than the Education / Research / Training / observer ship / Internship etc.
2. Therefore, in consideration of the mutual covenants contained herein, the I agree to hold any such information in strict confidence, and shall not disclose to any person or entity, other than those described in this Agreement, any Confidential Information owned or provided by Hospital.
3. All information including all confidential information is provided "as is" hospital does not makes any warranties, express, implied, statutory or otherwise, regarding the accuracy, completeness, functionality. Non-infringement, its fitness for a particular purpose or its merchantability of the information provided.
4. This Agreement will be effective from of the "Date of start to till the duration of posting" of the student
5. Miscellaneous
 - 5.1 This Agreement shall be read with the Main Agreement and with respect to confidentiality of the Information, the terms of the present Agreement shall prevail.
 - 5.2 This Agreement may not be modified, altered or discharged, in whole or in part, except by an agreement in writing signed by the each of the parties hereto.
 - 5.3 This Agreement will be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors and assigns.


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- 5.4 This Agreement shall be construed and interpreted in accordance with the laws of India. Without giving effect to conflict of law's provisions. Dispute, if any, arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of Haryana.
- 5.5 The obligations of confidentiality shall survive the expiration or termination of this Agreement.

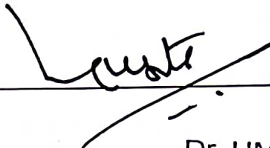
SIGNED by student / trainee of GD Goenka University:

Signature _____

Name & _____

Enrolment No. _____

SIGNED for and on behalf of Hospital.

Signature  _____

Office Seal

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Name & _____

Designation _____


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