

उत्तर प्रदेश UTTAR PRADESH

BZ 150458

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) sets out a general framework of cooperation and networking between the Partners through which a climate of mutual trust, wellbeing and understanding is being established.

This MOU is signed on this Monday day of 24th June, 2019 at Moradabad, Uttar Pradesh.

Between

**Teerthanker Mahaveer University** having its campus at Teerthanker Mahaveer University, N.H.-24, Delhi Road, Moradabad - 244001 (U.P.) and represented by its Registrar, **Dr Vivek Raman** (which expression shall mean and include its successors in office and assigns).

And

**Health Care at Home India Pvt Ltd**, a Company duly registered and incorporated under the relevant provisions of the Indian Companies Act. 2013 having its office at 4<sup>th</sup> Floor, Punjab Bhawan, 10 Rouse Avenue, New Delhi and Corporate office at D-8, First Floor, Sec-3, Noida, Uttar Pradesh 201301 (hereinafter referred as "HCAH" for the sake of brevity) and represented by **Alka Saxena** (which expression shall mean and include its successors in office and assigns).



नाम स्टाम्प क्र. विवेक रामन डा० समेश चक्र श्रीवस्तव त्रिवारना पी० एच० २००० नैपस गुरावावा

क्रम संख्या ८ दि. ०१/०७/२०१९

स्टाम्प मूल्य ३५/-

कुल किते १/-

निम्नलिखित मूल्य के स्टाम्प समाविष्ट है।

विकास कुमार वर्मा स्टाम्प विक्रेता

ला० नं० १८३ /C M. कलैक्ट्रेट मुराबादा

०१/०७/२०१९

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UTTAR PRADESH

# MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MOU) is a written document that outlines the terms and conditions of an agreement between two or more parties. It is a legal document that is binding on the parties involved.

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In consideration of the above, the parties agree to enter into this Educational Cooperation Agreement for the performance of external training and placements of the students who is pursuing degree in Nursing, Physiotherapy, Pharmacy and Paramedical or other domain of HCAH interest.

#### **And Whereas**

**Teerthanker Mahaveer University(TMU)** has been established by an 'Act' (No. 30) of 2008 of the Government of Uttar Pradesh and is approved by the University Grants Commission (UGC) vide letter No. F. 9-31/2008(CPP-1) dated October, 2008. The multi-disciplinary University offers career oriented courses at all levels, i.e., UG, PG and Doctoral degrees across diverse streams, namely, Medical, Dental, Pharmacy, Nursing, Paramedical Sciences, Physiotherapy, Hospital Administration, Education, Physical Education, Engineering, Architecture, Polytechnic, Management, Law, Journalism, Fine Arts, Jain Studies, and Agriculture Science to meet rising aspirations of the youth.

**HealthCare At Home India Pvt. Ltd. (HCAH)** is a leading home healthcare service provider in India. HCAH follows the best practices in medical care and maintains international protocols and standards. HCAH has served over 4, 00,000 patients across India and has helped them recover safely and comfortably in the place they know best i.e. their HOME. HCAH maintains high standard on customer service, a fact supported by NPS score of over 70 per cent.

#### **Objectives of the Collaboration:**

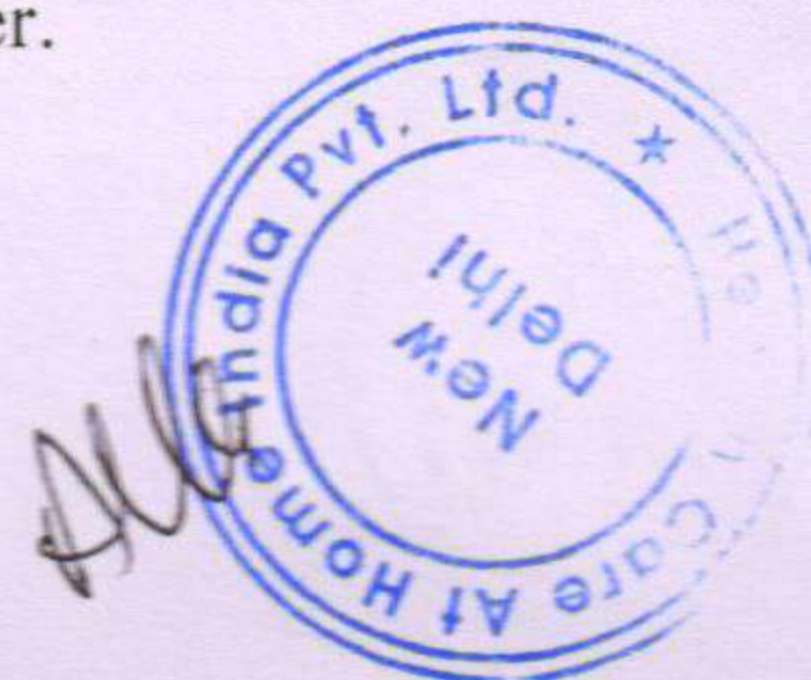
The parties are exploring the possibility of working together in areas of mutual interest and wish to enter into this Memorandum of Understanding ("MOU") to set out the areas of co-operation to take advantage of the strengths of both the organizations. Thus "TMU" and "HCAH" have agreed for the collaboration for mutual benefits with focus on the students of **Nursing, Physiotherapy, Pharmacy and Paramedical** or other domain of HCAH interest.

#### **Area of Co-operation:**

The parties shall collaborate in the following areas:-

#### **Support in Successful Placement of Students**

Teerthanker Mahaveer University will through its constituent colleges provide support for skill development activities as per the needs of the industry for improved skill of its students and HCAH will evaluate the skills of the students and subject to vacancies available provide successful placement thereafter.



Under the scope of this MOU the following will be focus area which will be taken care by both Parties:

- To provide employable skills to the students by Teerthanker Mahaveer University.
- University make the student aware of the latest tools and techniques in order to keep them industry ready at the end of their course.
- HCAH will be sharing their pan India vacancies plan so that TMU can capture students' interest well in advance and prepare them for the vacancies.
- HCAH will help increase the employability of the students and maximize on the placement opportunities available (Subject to vacancies available and after necessary evaluation tests as per HCAH recruitment policy). TMU and HCAH will jointly build/improve the confidence level of the student to face the challenges of real time.
- HCAH will evaluate the student's skills and will follow their own recruitment policy procedure at the time of placement to judge student's capability in different parameters at the time of placement.

The Parties have agreed to enter into this MOU on a Principal-to-Principal basis and none of the Parties shall do or cause to be done anything derogatory to the reputation of the other.

During the term of this MOU and thereafter for reasonable period, all the Parties here to undertake on behalf of their respective sub-contractors / employees / representatives / associates to maintain strict confidentiality and present disclosure thereof, of all the information and data exchanged / generated pertaining to work / activity under this MOU for any purpose other than that specified in this MOU.

None of the Parties will be held responsible for non- fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lock-outs, epidemics, riots, civil commotions, etc., or for any other reason beyond the control of the Parties, provided on the occurrence and cessation of any such events, the Party affected thereby shall give a notice in writing to the other Party within one month of such occurrence of cessation. If the force majeure conditions continue beyond six months, the Parties shall jointly decide about the future course of action.

There is no financial binding on both the parties. Each party will make its own expenditure to ensure the success of the MOU.

Notwithstanding the terms of any other provisions of this MOU, this MOU is not legally binding and nothing contained in this MOU shall impose any legal obligations on either party whatsoever.



This MOU may be amended by agreement of both parties in writing from time to time for mutual benefit.

Both parties agree to:-

Communicate regularly via emails, meet formally at least every three months to review progress, update their respective Senior Managers/Executive Team on quarterly progress of this MOU. Meetings will be held alternatively in the University and the office of HCAH as mutually decided between the parties.

#### Initial Term:

TMU and HCAH have reached this initial agreement for term beginning 24<sup>th</sup> June, 2019 as a onetime agreement unless terminated. This agreement shall become effective upon execution.

During the Tenure of this Agreement / MOU, Parties hereto may terminate the agreement either for breach of the terms and conditions of the agreement or otherwise by giving 03 (three) months notice in writing to the defaulting / Other Party. Any such termination shall not affect the smooth Course completion of the existing batch of students and upon serving of notice of termination by any of the Parties.

#### Dispute resolution:

If any dispute difference question or disagreement arises between the Parties hereto or their respective representatives or assignees at any time, in connection with construction, meaning, operation, effect, interpretation or out of the MOU or breach thereof, the same shall be decided by a committee comprising of the advisory board of the University which shall be as follows:

Chairperson: Vice Chancellor

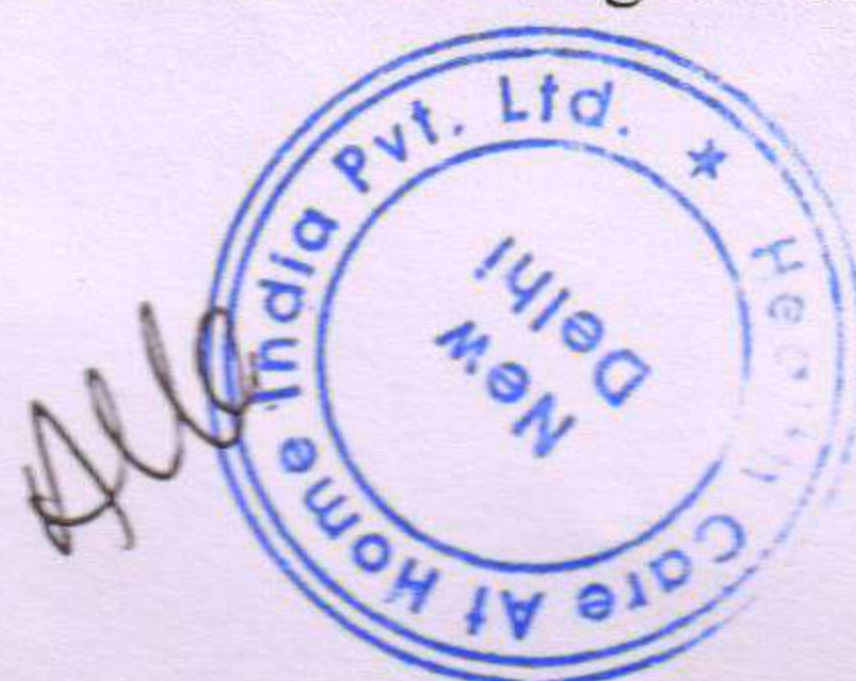
Nominee of University: Registrar

Nominee of HCAH: Finance Controller and  
Company Secretary

The decision of the above committee will be final and binding to all parties. Any change in name shall be duly intimated by the other party.

#### Notices:

All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent by registered mail or email at the following addresses:



**For Teerthanker Mahaveer University (TMU)**

Contact Person Name: Prof. Shreenath Kisan Rao Kulkarni

Phone No: +91 9568526444

Email ID: [principal.nursing@tmu.ac.in](mailto:principal.nursing@tmu.ac.in)

**For Health Care at Home India Pvt. Ltd. (HCAH)**

Contact Person Name: AIKA Saxena

Phone No: 91 844 777 2828

Email ID: aika.saxena@hcah.in

Signed this Monday day of June 24<sup>th</sup> Two thousand and nineteen.

Teerthanker Mahaveer University

Signature: [Signature]

Name: Dr. Vivek Raman

Designation: Registrar

Date: 02/07/2019

Witnesses:

1. [Signature]

2. [Signature]

Health Care at Home Pvt Ltd

Signature: [Signature]

Name: AIKA Saxena

Designation: Finance Controller

Date: -