# Sushant University

# Criteria 3.7.1

Summary of the functional MoUs/linkage/collaboration indicating start date, end date, nature of collaboration etc.

Appendix-II (2019-20)

#### 3.7.1 Summary of the functional MoUs/linkage/collaboration in 2019-20



Number of functional MoUs with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during 2019-20

Sl. No.	Year of signing MoU	Name of the organization with whom MOU/Collaboration being signed	Duration	Purpose of MOU/Collaboration
1	2016-17	Tenaci Jugal Kishore Chowdhary	05 year	Student - Faculty exchange, training, capacity building Academic Excellence, Develop Knowledge, Attitude,
2	2017-18	Charitable And Educational Trust	Life Time	Skills & , Innovation & Research Orientation
3	2017-18	Lucideus	Life Time	Cybersecurity course Internships , placements , workshops and experiential
4	2018-19	Pullman, Novotel, Aerocity	Life Time	students visits
5	2018-19	Institute Of Indian Interior Designers India	Life Time	Academic Excellence, Develop Knowledge, Attitude, Skills , Innovation & Research Orientation
6	2018-19	University Of Westminster	03 year	Academic Excellence, Develop Knowledge, Attitude, Skills , Innovation & Research Orientation
7	2018-19	Arts University Bournemouth, Uk	05 year	The programme consits of teaching, guest speakers and social activities at Arts University Bournemouth's campus plus additional activities around UK for which the Ansal University (Sushant University) students would pay AUB a fee.
8	2018-19	King Mongkut'S University Of Technology, Thonburi, Thailand	05 year	The two institutions will encourage the following activities:  1. Exchange of Students 2. Exchange of Academic Staff 3. Joint research activities, publications & participation in seminars and conferences.  4. Collaborative projects
9	2018-19	District Legal Service Authority	Life Time	To provide legal care and protection to downtrodden and poor section of the society
10	2018-19	Mission Vriskha Foundation	01 Year	To sensitize the every class of society in order to protect the plantation and environmental issues
11	2018-19	Yuva Health Care Skilling Pvt. Ltd.	10 year	Improvement of quality education, Practical support, Practical Training
12	2018-19	Medanta Institute Of Education & Research	05 year	Improvement of quality education, Internship Programme
13	2018-19	University Of West Of England, Uwe	05 year	Faculty exchange, training, capacity building
14	2018-19	Iot Ner With Thingify	Life Time	Workshops, capacity building
15	2018-19	Xebia	04 year	Develops Course for B Tech
16	2018-19	Indian National Trust For Art And Cultural Heritage	Life Time	To promote Academic Excellence, Develop Knowledge, Attitude, Skills & Promote Research Orientation
17	2019-20	Courtyard By Mariott	Life Time	Internships , placements , workshops and experiential students visits
18	2019-20	India Lost & Found By Amit Pasricha,New Delhi-India	Life Time	Students from listed electives will limit themselves to the extent of haryana.
19	2019-20	Juris Law Offices	Life Time	Summer and Winter Internships, Pre-placement Offer, Hosting Arbitration Proceedings, Industrial Mentor
20	2019-20	Women Entrepreneurs Foundation	Life Time	Involving Students in organising any kind of interactive sessions in the form of Workshops/Seminars/Lectures/Conference
21	2019-20	Ndcfs Foundation	03 year	Practical knowledge and Training
22	2019-20	Dr. Kapur'S Healing Touch Eye Centre	05 year	Internship Programme and Clinical Training
23	2019-20	Heart Care Foundation	03 year	Centre of excellance, bioethics courses and Trainning
24	2019-20	I-care Eye Hospital	02 year	Students clinical training
25	2019-20	Manthan Eye Health Care Foundation	01 Year	Centre of excellance for eye screening screening
26	2019-20	London Learning Centre	05 year	Planning towards potential collaborations, certificate and diploma programmes for young adults
27	2019-20	University Of La Verne	03 year	Dual and articulated degree programme, Joint teaching & research, workshops, Seminar, guest lecture, Mobility of faculty/scholars/students between instututes, Staff professional development, Sharing or creation of education material & resources
28	2019-20	Corporation Corporation	06 year	Providing courses to students
29	2019-20	Korean Enhancement	01 Near	roviding classes to korean students







(Established under the Heryana Private Universities Act, 2006)

# Memorandum Of Understanding (MOU)

Between

# TENACI ENGINEERING PVT. LTD.

AND

#### Ansal University Gurgaon

This Memorandum of Understanding ("MOU") is made this day of 09 September 2016 (the "Effective Date")

#### BY AND BETWEEN

TENACI Engineering Pvt. Ltd. A company incorporated under the Indian Companies Act,1956 headquartered at 227 Sector 16-A,Faridabad.121002, Haryana, India, represented by its Managing Director Mr.Harish Mehta (Indian National) Hereinafter referred to as the "TENACI",

#### AND

#### **Ansal University**

(Hereinafter referred to as "AU")

The Parties shall be hereinafter individually referred to as "the Party" and collectively referred to as "the Parties".

By signing this document, the signatories to this Agreement confirm that they have been duly authorized by their respective Boards to enter into such an agreement.

#### Preamble:

TENACI is a company headquartered at the above stated address operating under the laws of India, is exclusively mandated by its Dutch associates to distribute, market and implement a Dutch origin Soil Stabilization Product and Technology called RoadCem in the Territory of India.

AU is an Educational Institution incorporated in India with its registered office at the above stated address, operating under the Indian Laws, engaged in the activities of imparting education to the students in various streams such as, mechanical, electrical, electronics, civil engineering, architecture and management. AU is interested in associating with TENACI as per the terms appended below:.

Both the Parties to this MOU agree to the clauses stated hereinafter:

#### Objective:

TENACI is exclusively mandated by Powercem Technologies by Netherlands to market its products and technology named RoadCem, Concrecem, Immocem in the territory of India. To commence the business Tenaci has obtained all necessary approvals by the Government of India to deploy Roadcem in various projects across Indian in the road industry. Roadcem is a nano based product used as a cement additive for stabilizing the soil to strengthen the its properties and construct road without the use of aggregates and in the most environmentally friendly way and manner. TENACI is interested to impart practical education to Civil Engineering students of India so that the subject of

R12\_

blokly

RoadCem

UNIVERS

Sector 55, Golf Course Road, Gurgaon, Haryana 122003, India T: +91-124-4750400/501 F: +91-124-4116411 W: www.ansaluniversity.edu.in



Soil Stabilization coming through cement additives gains enough popularly in the Indian Road Sector for the benefit of the society.

AU is an Educational Institute with its head office at Gurgaon, Haryana performing educational activities in various engineering streams including Civil Engineering and Architecture; while doing so AU has all basic infrastructure required for the purpose, such as laboratory, equipment, human resource etc and is ready and willing to offer for the benefit of its students.

In the course, Tenaci will use the Civil Engineering related infrastructure of AU and AU will involve and educate its students through the high end activities conducted at the AU campus, laboratories and in class rooms by Tenaci Professionals, both the parties are now desirous of collaborating with each other to compliment their experience, skills, strengths and resources to deliver education, laboratory skills and practical road construction experience to the Civil Engineering students of AU and in lieu conduct material tests by Tenaci in the AU infrastructure.

Both parties have understood the preamble and objective of this MOU, and have decided to fulfill and sign the obligations as explained in the following sections herein after.

#### Validity:

Validity of this MOU will be for a period of five year from the Effective Date, subjected to renewal on mutual consent by both parties.

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed as of the date year first written above.

For and on behalf of TENACI Engineering Pvt. Ltd. For and on behalf of Ansal University

Signature

Name Harish Mehta Title : Managing Director 227 Sector 16-A Faridabad, Haryana Signature September 09, 2016 Name: Prof. Raj S. Dhankar

Name : Prof. Raj S. Dhankar Title : Vice - Chancellor Ansal University Gurgaon, Haryana.













# Memorandum of Understanding (MoU)

Between

# Sushant School of Art and Architecture, Ansal University, Gurugram.



8

cBalance Solutions Pvt Ltd, Pune



towards implementation of activities under

# fair conditioning

Sushant School of Art and Architecture, AU.









#### Activity I- A Deep-dive ToT Workshop of Architecture Professors/Faculty

#### **LONG TERM**

Activity II - Augment existing lesson plans to formally pilot deep curricula integration

#### SSAA, AU will be responsible for the following:

- a) Coordinate the logistics of the activities
- b) Undertake all the outreach activities for the proposed program, including identifying and mobilizing architecture professors' participation
- Lead the formation and operation of an internal Support Group that will assist trained faculty members to adopt the integrative processes and deliver the pilot
- d) Document the program using digital media and recording participant testimonials
- e) Coordinate with all participating professors to successfully complete the MOOC one week prior to the deep-dive workshop
- f) Identify at least 3 subjects (1 humanities, 1 technical, and 1 studio) towards pilot integration
- g) Coordinate and partake in regular monitoring and evaluation activities under the pilot integration with assistance from cBalance

#### cBalance will be responsible for content and other resources as follows:

- a) Will operate and manage the MOOC platform to enable architecture professors to prepare themselves by taking a prior course before attending the deep-dive ToT workshop.
- b) Create and produce training content for the programs.
- c) Identify trainers for workshop delivery.
- d) Ensure that resources required for delivering the program content are made available.
- e) Ensure that resources and material required for delivering the pilot integration are developed and provided prior to the pilot integration. This includes the 'college resource kit (CRK)', that encompasses the following: Integration guide/handbook; Training modules delivered during workshops; Other resources (videos, software's, articles, journals, Case studies, etc.; Concept textbook; and a physical teaching aids kit).
- Be part of the support group post-workshop and facilitate architecture faculty to initiate, implement, and assess the integration process.
- Monitor integration deliverables, setup and conduct monthly reviews to monitor integration processes, and conduct 2 semi-annual workshops/round-tables during the integration semester
- Develop framework (a formal assessment test and descriptive feedback form) to evaluate baseline 'capacity' amongst the test group and control groups
- i) Conduct evaluation of test group (professors involved)during live training environment as well as gauge feedback from test audience.
- j) Generate and disseminate certificates for professors/participants that attended all sessions of the deep-dive workshop.

#### Engagement Plan

Select 3 courses from the 6<sup>th</sup> semester (3<sup>rd</sup> Year B.Arch.) curriculum of SSAA (affiliated to Ansal University) and co-create a lesson plan which subtly, implicitly integrates building energy efficiency and sustainable cooling issues into the pedagogy in a manner that the students will not be able to overtly identify, isolate, and cognitively extricate from their enmeshed understanding of the built form.

Sushant School of Art and Architecture, AU.





(Established under the Haryana Private Universities Act, 2006

- While all aspects of sustainability are recognized as being imperative to create environmentally responsible buildings (e.g. water conservation, waste management, biodiversity, local materials, lighting etc.), the program identifies the environmental impact of energy inefficient architecture and the associated artificial cooling needs of buildings as being the most pivotal element of the intersecting climate-change & buildings discourse. It will therefore predominate in the engagement.
- The courses that will be part of the pilot curricula integration program are:
  - ARCHITECTURAL DESIGN 6 whose stated objective is: To understand the making of
    meaningful urban environments; integration of all aspects about a building design and its
    working including structures, services, building materials and environmental impact.; to learn
    services and how they tie in with the built form; and to develop an understanding of building bye
    laws
  - 2. ENVIRONMENT, SUSTAINABILITY & SERVICES 2where the stated objective is: Demonstrate an understanding and application of information, terminology, concepts, methodologies and skills with regard to environmental issues.; synthesize, analyze and evaluate research questions, hypotheses, methods and scientific explanations with regard to environmental issues.; using a holistic approach, make reasoned and balanced judgments using appropriate economic, historical, cultural, socio-political and scientific sources.; articulate and justify a personal viewpoint on environmental issues with reasoned argument while appreciating alternative viewpoints, including the perceptions of different cultures.; demonstrate the personal skills of cooperation and responsibility appropriate for effective investigation and problem solving.; and select and demonstrate the appropriate practical and research skills necessary to carry out investigations with due regard to precision.
  - 3. RESEARCH METHODOLOGY where the stated objective is: The seminar shall be a research paper on a subject of theoretical nature on any aspect of architecture. The thrust of the seminar shall be on achieving a thorough understanding of the topic of study and on the ability to present it to an intelligent and critical audience. The Seminar is intended to enlighten students on the fundamentals of research methods. The students are expected to choose topics, which are of special interest to them and prepare a discursive presentation and report. It is possible that in keeping with the School's commitments from time to time certain themes may be permitted and students encouraged choosing their subject matter for study or research accordingly.
- The engagement will commence with a rigorous 2-day long teacher training program that will impart vital training on subject matter related to the intersection of energy efficiency, sustainable cooling and the above three courses
- Contrary to conventional wisdom this 'technical' training is relevant for even non-technical subject (i.e. humanities) teachers who will be catalyzed to infuse this narrative of critically analyzing climate responsiveness of buildings into their theory, history subjects

  The training program will require all faculty (including all divisions) for these specific subjects for the chosen semester to be present for the entire duration of the training
- Given that the program is completely pro-bono, the above requirement is a non-negotiable element of the engagement

Sushant School of Art and Architecture, AU.

program and the subsequent co-creation session







- The training will also encompass the use and design of teaching aids, pedagogy and learning entre Heryana Private Universities Act, 2006) techniques, games, activities, and experiences that could be used to creatively infuse the sustainability principles addressed into the enhanced pedagogy
- The workshop will culminate with the co-creation of a granular lesson plan and a curricula
  integration handholding and evaluation schedule for each of the 3 courses mentioned above with all
  the participating teachers
- All support provided is completely free of cost
- The suggested timeline for the engagement is as follows:

Sr No	Date	Milestone Pairconditioning receives existing lesson plans for selected
	November 13, 2017	courses
2	December 4, 2017	Training commences
3	December 5, 2017	Training concludes 11, 11, 11, 11, 11, 11, 11, 11, 11, 11
4	December 6, 2017	Professors prepare lesson plans
5	December 7, 2017	Professors prepare lesson plans  Collective co-creation session to finalize lesson plans
6	December 8, 2017	Collective co-creation session to intalize leasen put
7	January 8, 2018	Semester begins up to end-of-semester and excluding examination-weeks,
8	2-weekly (fortnightly)	handholding, re-training, and evaluation skype/teleconterence
9	2-monthly	Review roundtables with all teachers, college management and
10	End-of-Semester	Roundtable to review and roadmap next semester and share experiences with other peer-institutions in the city

#### 2. Term

- 2.1 For this Agreement, the overall term of this MoU shall be for a period of one year from the date of signing of the Agreement or the tenure of the Fairconditioning program duration, which is expected to end in November 2018.
- 2.2 In case it is felt by the Parties that the Term needs to be extended/ modified, requisite addendum/agreements setting out fresh/altered consideration and scope of duties shall be mutually drawn up by the Parties.

#### 3. Financial Consideration

- 3.1 cBalance shall pay the requisite expenses necessary to conduct the deep-dive workshop, half-day workshop(s), semi-annual workshops, and other monitoring and evaluation related activities.
- 3.2 The specific modalities of payment will be discussed and agreed upon through emails.
- 4. Professional Services, Representations and Warranties, Covenants of Sushant School of Art and Architecture, AU

4.1 SSAA, AU does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property of child

Sushant School of Art and Architecture, AU.





other hazards that may be suffered by the personnel of cBalance or by its employees bagente the Haryana Private Universities Act, 2006) representatives, contractors/sub-contractors and other relevant personnel as a result of their work pertaining to the Agreement or in relation to persons attending/participating in the training programmes described under this Agreement.

4.2 cBalance does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by the personnel of SSAA, AUor by its employees, agents, representatives, contractors/sub-contractors and other relevant personnel as a result of their work pertaining to the Agreement or in relation to persons attending/participating in the training programmes described under this Agreement.

#### 5. Intellectual Property Rights

All Intellectual Property (IP) pertaining to the content and supporting material created by Fairconditioning (i.e. cBalance and NOE21) shall be owned by Fairconditioning. IP pertaining to the collateral used for outreach shall rest with Fairconditioning. Intellectual property pertaining to documentation and databases created for this agreement rests with Fairconditioning. IP rights for content prepared by SSAA remain with SSAA, however, Fairconditioning can disseminate the content with due acknowledgement to SSAA.

All the presentations made in the workshop will be shared by both parties and to some extent publicly on websites and other online and print media, subject to willingness of the resource persons. SSAA, AU can use all the material developed during the program for their purpose with due credits and citations to the Fairconditioning program.

#### 6. Termination

- In the event of default by either party, the other party may terminate the use of support of the defaulting party under this Agreement, by giving 7 (seven) calendar days' written notice; if the defaulting party fails to rectify a default under this Agreement within 7 (seven) calendar days of a written request from the other party to do so, the Agreement shall stand terminated without requirement of any further notice. A default by either party includes any of the following:
- 6.1.1 The whole or partial suspension of performance of the roles and responsibilities by either party without reasonable cause;
- 6.1.2 A willful failure by either party to proceed with its roles and responsibilities regularly or diligently or in a competent manner and for reasons not attributable to the other party.
- 6.1.3 A willful failure by either party to comply with the terms of this agreement
- 6.1.4 Failure by either party to proceed with its roles and responsibilities in accordance with this agreement.

Sushant School of Art and Architecture, AU.







(Established under the Haryana Private Universities Act, 2006)

Mhut.

For Sushant School of Art and Architecture, Ansal University, Gurugram:

Dr. Vibhuti Sachdev Director/Principal

Sushant School of Art and Architecture, Ansal University, Sector 55, Golf Course Road, Gurugram, Haryana 122003. Viver

For cBalance: Vivek Gilani Director

cBalance Solutions Pvt. Ltd. H2-7, Bramha Paradise Society Nathan Road, Sangamwadi Pune – 411001 Maharashtra





Sushant School of Art and Architecture, AU.

CONFIDENTIAL

7



To

The Registrar Ansal University Gurgaon, Haryana 05 December 2017

#### Sub: Signing of MoU between SSAA & CBALANCE Solutions Pvt. Ltd, Pune

Dear Sir

Sushant School of Art & Architecture is committed to sustainability in architecture and empathy towards nature is the ethos of our architectural education. We plan to remain cutting edge in our approach towards architectural education as well as with regards to the content and delivery of architectural curriculum. So we need to collaborate with organisations working in this domain.

CBALANCE Solutions Pvt. Ltd. is one such organisation, which runs a program called 'fairconditioning', which looks into the application of environmental design into architectural curriculum. Therefore, we plan to conduct a pilot project for the sixth semester students

The MoU is attached herewith.

This is for your kind information and approval.

Abu Talha Faroogi

Assistant Professor Studio Director Third Year

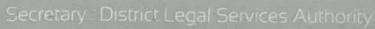
What is financial obligation of pl. confirm.

Vice Chancellor

No financial obligation.
Ushuti
12/12









No. 2276 dated 06.09.2018

Dear,
Dr. Kanupriya,
Associate Dean,
School Of Law,
Ansal University, Gurugram.

Subject: Collaboration of District Legal Services Authority, Gurugram with Ansal Law University, Gurugram.

Respected Madam,

It gives me immense pleasure and satisfaction to inform you that the collaborative approach consultatively developed by District Legal Services Authority, Gurugram and Ansal Law University, Gurugram, for protecting and nurturing the rights of poor and down trodden strata of society or victims has been approved, by Learned District and Sessions Judge-cum-Chairman, District Legal Services Authority, Gurugram. Doth being the case, it has been resolved that henceforth, the para legal volunteers coming out of your prestigious university in the able guidance of your Hon'ble professors would man the Legal care and support Centres in Protection Office Women Police Station, Sec-51 and Arjan Marg. The Legal care and support Centre at Protection office situated in Women Police Station Sector 51 would be formally handed over to your institution on 06.09.2018 at 01:00 p.m in Women Police Station Sec-51, Gurugram.

Thanking You,

Dr. Kanupriya,

Associate Dean,

School Of Law,

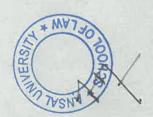
Ansal University, Gurugram.

Yours sincerely

(Narender Singh)

Chief Judicial Magistrate-cum-Secretary,

District legal Services Authority, Gurugram.





# Memorandum of Understanding

#### Between

## **Ansal University**

Campus: Golf Course Road, Sector 55, Gurugram, Haryana - 122003

&

#### Lucideus Tech Pvt. Ltd.

Lucideus House, Plot No: 15, Okhla Phase 3, New Delhi - 110020









# Memorandum of Understanding

This Memorandum of Understanding is made on this 7th day of February 2018

#### hetween

Ansal University, a University body, incorporated under Haryana Private University Act 2006, and having their campus at, Golf Course Road, Sector 55, Gurugram, Haryana – 122003, (hereinafter referred to as "University" or the "Ansal University" which expression shall mean and include its successors-in-business and permitted assigns), represented by its **Registrar** who is duly authorised to sign and execute this MOU on behalf of Ansal University, the party of the First Part;

and

Lucideus Tech Private Limited, a company incorporated under the Companies Act 2013, having its principal place of business at Lucideus House, 15 - Okhla Phase III, New Delhi - 110020, India, (hereinafter referred to as "LUCIDEUS" or "Company" which shall mean and include its successors-in-business and permitted assigns), represented by its CEO - Mr. Saket Modi, who is duly authorised to sign and execute this MOU on behalf of Lucideus, the party of the Second Part.

Ansal University and LUCIDEUS shall be collectively referred to as "Parties" and individually as "Party"

#### WHEREAS

A. Ansal University, established in 2012, under the Haryana Private University Act 2006, The various schools under the University, located in a sprawling campus in the heart of Gurgaon, have carved a niche by offering the required educational programs and providing the best faculty and facilities to promote academic excellence. Besides the regular faculty members, the institute has a history of long standing academic relationship with eminent personalities.

The University is committed to academic excellence, entrepreneurial spirit, diversity, vibrancy and creativity. The campus possesses a fully equipped facility with sufficient classrooms infrastructure to handle the additional responsibilities required under this MOU.

B. Lucideus Tech Pvt. Ltd has the expertise on Cyber Security and has developed the curriculum for four year degree programme on Cyber Security which will be known as "B.Tech CSE (Cyber Security)". Lucideus has approached the University for setting up the this education programs within the University's campus.

C. Ansal University and Lucideus wish to jointly market and deliver the programe in Miles Ansal University has agreed to Lucideus that it intends to provide suitable and sufficient rooms and Computer Lab & infrastructure to invertible objectional programs developed and designed by Lucideus and approved by the University to projective students.

X V X

NOW, THEREFORE, the parties have agreed as follows:

#### 1 DEFINITIONS:

- "University" will be a specific term used to refer to the University involved in the administration of the Programme/Discipline as set out within the terms of this MOU. Ansal University is referred as University in this MOU.
- 1.2 "Knowledge Partner" will be a specific term used to refer to the Knowledge Partner as set out within the terms of this MOU. "Lucideus Tech Private Limited" is referred as Knowledge Partner in this MOU.
- 1.3 "Period of MOU" will refer to the agreed period of MOU entered into by both parties as detailed in Section 2.3 below.
- 1.4 "Course" or "Programme/Discipline" will mean the award of B.Tech (CSE) Cyber Security developed by Lucideus and Ansal University in accordance with terms set out herein and detailed in Annexure B & C.
- 1.5 "Programme/Discipline Director" will be a specific term used to refer to the appointed member(s) of staff responsible for the implementation of the policies, procedures and decisions of the Joint Programme Committee.
- "Joint Programme Committee" will be a specific term used to refer to the recognised body or group of staff responsible for management and administration of the Programme/Discipline set out within this MOU, as outlined in Section 4 below and detailed in Annexure A.







# 2 THE MOU AND NATURE OF COLLABORATION

- 2.1 The purpose of this MOU is to delineate the collective and individual responsibilities of both the parties in relation to the provision, management, monitoring, evaluation and development of the programme.
- 2.2 The University is responsible for undertaking all aspects of administration of the Programme/Discipline as detailed within this MOU. The Knowledge Partner is responsible for undertaking all technical knowledge delivery of the Programme/Discipline as detailed within this MOU
- 2.3 This MOU is valid for the initial period of Four years, from the date of commencement.
- 2.4 This MOU will commence on 7th February 2018 notwithstanding the date or dates of signature. The parties will review and evaluate the operation of all matters under this MOU prior to the Commencement Date. Any renewal or amendment of this MOU will be made in writing.
- 2.5 At the signing of this MOU all programme and the partnership arrangements are fully validated. Academic re-validation will be undertaken on a four-yearly cycle. Students may only be accepted onto fully validated programmes. However any changes if required in the curriculum middleway, the same shall be done and reviewed on an yearly cycle.

# 3 THE COURSE OF STUDY

- 3.1 The Course to be offered jointly by the both parties will lead to the following awards:
- B.Tech CSE (Cyber Security) (Bachelor of Technology in Computer Science Engineering with Cyber Security as Specialisation)

Details of the Course structure are contained within Annexure C.

3.2 Both parties must ensure that the Course offered under this MOU has been approved by the relevant authority/body in accordance with the relevant Ordinances, Regulations, Policies and Procedures.



# 4 RESPONSIBILITIES OF UNIVERSITY:

- 4.1 It shall be the responsibility of the University to accept applications for admission of enrolled students and process their applications. The eligibility criteria for students to be admitted to the program are set out in Annexure D. University shall be responsible for collecting the admission fees and the applicable tuition fees and providing fee receipts to the enrolled students acknowledging the payment for such fees.
- 4.2 Shall after receipt of the processed applications and fees, finalize the admissions as per rules and inform the registration/enrollment numbers of the students to Knowledge Partner.
- 4.3 Shall provide Knowledge Partner with detailed operational guidelines (written / printed) arising out of this MOU to be followed by Knowledge Partner for the implementation of the programs.
- 4.4 Shall keep the University's website updated on information on the program offered jointly with Knowledge Partner from time to time. Such information shall be updated from time to time to reflect any changes in the programs offered.
- 4.5 Shall appoint / depute a responsible person as coordinator to ensure proper functioning of the unit set up to conduct the program covered under this MOU. The coordinator will also serve as one point contact for Knowledge Partner as far as working of the said unit is concerned.
- 4.6 The staff of University shall not tamper with the course materials either by way of modification, servicing or otherwise manipulating the mechanism in any way or for any reason whatsoever. The appointment under this MOU does not entitle University, to any right or interest over the intellectual property of Knowledge Partner. It shall be the responsibility of University, to ensure that none of its employees agents or representatives causes any infringement of the rights of Knowledge Partner.
- 4.7 The registered copyright owners of the course materials have suitable MOU with Knowledge Partner and the operation of this MOU shall not operate to confer on University, any right, title or interest over the said material, and any supplements and additional materials that may be supplied to University, the said course materials shall be given over to only the students who are duly registered in the course/subject.

UNIL

4.8 Financial Responsibilities are mentioned in Annexy



# RESPONSIBILITIES OF KNOWLEDGE PARTNER:

- Knowledge Partner will be responsible for program design, development, course content, 5.1 course execution and course up gradation in consultation with the University and approved by the Board of Studies and other bodies as per the University's existing rules.
- Shall be responsible for faculty recruitment along with University as per the University Grants 5.2 Commission (UGC) & AICTE norms.
- The academic delivery will be controlled and monitored by Knowledge Partner as per the 5.3 guidelines of the University and the faculty and guest lecturers shall be bound by the administrative directions, control and policy of the University.
- Shall provide faculty with suitable training, education, skills, experience and other 5.4 qualifications to deliver the programs and shall be responsible for the costs of training of the faculty.
- Shall be responsible for providing appropriate learning materials to students. For the purpose of 5.5 this MoU, 'learning material' shall mean the in-house developed study material by the knowledge partner.
- Shall follow the course curriculum approved by the Board of Studies (BOS) of the University. 5.6
- Shall be responsible for completion of both theory and practical training sessions of the course 5.7 within the prescribed period for which admissions have been made.
- Shall provide all possible assistance to University for the conduct of examination. 5.8
- Shall assist in internal assessment of students, evaluate assignments and project reports and 5.9 assess students' through the faculty under the given guidelines of the University and maintain appropriate record of the same.
- 5.10 Shall be responsible to provide industry campus interaction, talk by industry guest speakers.
- Shall ensure adherence to quality standards prescribed by University and follow all the norms & 5.11 procedures as set by the University.
- 5.12 Shall keep its website continually updated regarding the programs offered under this MOU.
- 5.13 The Knowledge Partner realizes that the students being admitted under this MOU will be regular and bonafide students of the University and the Knowledge Partner is therefore obliged to ensure that no action/inaction/on its behalf should cause a loss of reputation or embarrassment to the University.

5.14 Knowledge Partner will give the Intenship to other deserving students at Lucideus House,

Delhi.

- 5.15 Knowledge Partner shall provide the placement assistance to all the enrolled students who will successfully complete the graduation course as per University Examination Guidelines.
- 5.16 Financial Responsibilities are mentioned in Annexure F.

## 6 PROGRAMME/DISCIPLINE MANAGEMENT AND ADMINISTRATION

- 6.1 The Vice Chancellor / directors or equivalent bodies of the both parties will appoint a "Joint Programme Committee", which will be appointed to manage and develop all administrative aspects of the Programme/Discipline and to oversee the academic aspects of the programme, including the activities of the Joint Programme Committee responsible for assessment and progression issues.
- 6.2 The composition and terms of reference of the Joint Programme Committee are contained in Annexure A.
- 6.3 The Joint Programme Committee will comply with the normal procedures of the University in respect of Programme/Discipline monitoring and review. The University will make appropriate arrangements for the joint programme to be included in its normal academic calendar.
- 6.4 The Joint Programme Committee will make its recommendations for approval of the programme, the programme regulations and any subsequent programme modifications through the University, using the procedures of University. Changes will be reported to the appropriate bodies of the University for consideration and approval.
- 6.5 The University will consult with the Knowledge Partner on the outcome of any programme reviews and Joint Programme Committee agreement and recommendations. The Knowledge Partner will have the opportunity, through the Joint Programme Committee, to suggest recommendations from the Joint Programme Committee to the University, to give feedback on these decisions about the programme and to seek any subsequent modification of the programme and regulations through the Joint Programme Committee.
- 6.6 Both parties will respond to reasonable requests for information from the other.
- 6.7 The Vice Chancellor of the University shall be final approving authority in all matters related to management and execution of this program.

#### 7 TUITION FEES

7.1 All fees chargeable in respect of the Programme/Discipline will be agreed and recommended by the Joint Programme Committee and year normally no later than the beginning of February in the year immediately prior to the intake. Details of initially agreed tuition to the intake. Details of initially agreed tuition to the intake.

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- 7.2 The University will collect all students fees from students prior to registration of the student. Following receipt of the gross student fee, the University will pay the agreed upon fees amount to Knowledge Partner as their professional service charges which is outlined in Annexure B. The payments will be made by the University to Knowledge Partner no later than four weeks from starting of classes following each intake of students or on an agreed date(s) as specified in Annexure B below.
- 7.3 All payments of fees due will be made in Indian Rupees (INR).
- 7.4 If any student is a financial defaulter to the University, after reasonable notice has been given to the student, University may exclude the student from graduating. Such students may be deemed ineligible for attending classes, appearing in examinations and to receive a degree certificate and will be considered as financially dropout students.

#### 8 RESOURCES

- 8.1 Screening, selection (as per the UGC/AICTE norms), recruitment & training of all the teaching faculties required for this course (except three subjects of first year) will be taken care by the Knowledge Partner and Knowledge Partner would bear the cost for the same.
- 8.2 Knowledge Partner will be in charge of teaching all the courses in the relevant programs and their remuneration. Identifying faculty, ensuring that they are qualified as per University standards, and delivery of the curriculum would be Knowledge Partner's responsibility. However, Knowledge Partner would keep in mind compliance is ensured in the areas of Credits, CBCS or other system, examination system and other practices of the University.

#### 9 ADMISSIONS

- 9.1 Both parties must agree each year the minimum and maximum number of students for each year's annual intake, which will normally take place in the month of March each year, in order to be considered viable and therefore permitted to run in that year. These numbers should normally be agreed no later than 1st March in the year immediately prior to the intake. The Joint Programme Committee will be required to approve commencement of the Programme/Discipline each year following consideration of proposed recruitment figures.
- 9.2 All admissions activity shall be undertaken by University. The University will be responsible for setting up and maintaining any websites established for marketing purposes.
- 9.3 Publicity material provided to enquires and applicants will contain full details of the arrangements for the programme and the rectirements for entry. The Joint Programme Committee will be responsible for ensuring accuracy in marketing, publicity of the promotional material relating to the programme.

9.4 Applications for admission will be warded to the University for processing.

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- 9.5 All offers of admission should be made by the both parties in compliance with the entry requirements i.e. eligibility criteria described in Annexure D and should be agreed by the Joint Programme Committee.
- 9.6 The University will provide the required documental support / assistance if any international student(s) requiring visas to enter the India and will also assure it should comply with all Indian Government Guidelines.
- 9.7 Both parties will be responsible for making entries in its own prospectus and the use of the organisation's crests, logos and the like will be approved for use by the both parties in relation to the production of publicity for the programme.
- 9.8 As part of the formal offer of admission, applicants will be informed of the arrangements relating to matriculation and payment of fees.
- 9.9 Students will not be admitted to the Programme/Discipline without having paid the appropriate fees
- 9.10 The University will ensure that information is provided or made available to students on the following matters upon being admitted on to the Programme/Discipline:
  - Administration of the programme
  - Aims and objectives of the programme
  - Programme and examination Regulations
  - Methods of assessment
  - Feedback and evaluation
  - Payment terms of tuition fees and all other associated fees.
  - Graduation arrangements
  - Codes of discipline
  - Other appropriate Ordinances, Regulations, Policies and Procedures.

#### 10 STUDENT MATRICULATION/REGISTRATION

- 10.1 Students will be registered by the University at the commencement of the Programme/Discipline and will sign the undertakings relating to adherence to the relevant policies, ordinances, regulations and rules of University.
- 10.2 In addition to the above, students will also be required to sign the additional Student Code of Conduct for Knowledge Partner under which they will study, either at the commencement of the Programme/Discipline or at the beginning of their studies, whichever is agreed by the Joint Programme Committee and approved by the Vice Chancellor of the university in writing

- 10.3 The University will be responsible for creating and maintaining detailed student records in accordance with its normal procedures and will agree to reasonably share this information with Knowledge Partner upon request.
- 10.4 Students will be entitled to use the services and facilities of University at which they are registered/matriculated.
- 10.5 Students will be required to notify the University of withdrawal from the Programme/Discipline and/or of any changes in the details supplied by them at registration/matriculation. The Joint Programme Committee will be responsible for reporting all such changes to University and, where appropriate, to any external agencies or bodies. The Knowledge Partner will in turn report to the University any such changes which are reported directly to it.
- 10.6 Knowledge Partner will assign a mentor/supervisor/class-coordinator for all students at the commencement of their studies at University. Proper admission counselling service will be made available to students by University.

#### 11 ASSESSMENT AND EXAMINATION

- 11.1 The Assessment and Examination will be as per the UGC norms only. Controller of Examination can execute the assessment process as per the University and UGC norms.
- 11.2 Administration of the assessment process will be conducted by the University in accordance with its normal codes and published procedures. The assessment regulations of the University in which a student is sitting for an examination or assessment should be applied. These arrangements will be the sole determinant in the awarding of credits.
- 11.3 If any student is failed to complete the graduation with in four years, he/she has to follow the university rules to reappear for the examination in order to complete his graduation.
- 11.4 The University will be responsible for overall administration and expenses of the External Examination process.
- 11.5 The University will share the assessment marks and examination results to the Knowledge Partner via reports of all such records submitted to the Joint Programme Committee.
- 11.6 Knowledge Partner will provide the required support and assistance for the examination process under the guidance of Controller of Examination and will not charge anything for that activity.

11.7 The Joint Programme Committee will establish a mechanism whereby student progress may be monitored and remedial action taken where appropriate.

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#### 12 GRADUATION

- 12.1 The University will be responsible for the conferment of the award of degree on completion of the program as appropriate and to produce the degree parchment for a student obtaining the necessary credits for the award.
- 12.2 The University will confer the following degree awards upon graduands at graduation ceremonies:
  - B.Tech CSE (Cyber Security)

#### 13 STUDENT DISCIPLINE

13.1 Discipline cases, where these refer to irregularities of an academic nature, for example concerning programme work or examinations, will be referred to the University, who will process each case in accordance with its own Ordinances, Regulations, Policies and Procedures. The University will reasonably share information relating to the outcome of any discipline hearing(s) and any decisions taken therein.

#### 14 DATA SHARING

14.1 The University will be responsible for processing all requests for information made under Right to Information Act (India). Where requests are made retrospectively, the University at the time of the student being matriculated onto the programme will be responsible for processing such requests, with the cooperation of relevant organisation as required. The provisions and exceptions as mentioned in the act, shall be applicable in an event wherein a RTI has been raised. Knowledge partner shall co-operate and provide information where required to comply with any RTI obligation of the university.

#### 15 CONFIDENTIALITY

- 15.1 Unless otherwise agreed between both the parties in writing, strictest confidence must be maintained with respect to all information received as part of the delivery of the Programme/Discipline including, but not limited to, tuition fee sharing arrangements, individual student admissions, pass marks and pass rates or decisions of examiners, unless explicitly required under law. For the purpose of this MOU disclosure shall mean the party disclosing confidential information and recipient shall mean party receiving confidential information.
- 15.2 Both parties will keep each other informed on all relevant confidentiality matters concerning this MOU where reasonable to do so.
- Information disclosed to it by Disclosure for its own use or for any purpose other than to out discussions concerning, and the undertaking of, the Relationship. Both parties shall disclose or permit disclosure of any Confidential Information of Disclosure to third parties or to employees of Recipient of the parties of the confidential Information of Disclosure to third parties or to employees of Recipient of the parties of the confidential Information of Disclosure to third parties or to employees of Recipient of the parties of the confidential Information of Disclosure to third parties or to employees of Recipient of the parties of the partie

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Recipient who are required to have the information in order to carry out the discussions regarding the Relationship. Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Disclosure in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this MOU to have any such information. Such measures shall include the degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature. Recipient shall notify Disclosure of any misuse, misappropriation or unauthorized disclosure of Confidential Information of Disclosure which may come to Recipient's attention.

- 15.4 Exceptions. Notwithstanding the above, Recipient shall not have liability to Disclose with regard to any Confidential Information that the Recipient can prove: a)was in the public domain at the time it was disclosed or has entered the public domain through no fault of Recipient; b) was known to Recipient, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; c) was independently developed by Recipient without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; d) is disclosed generally to third parties by Disclosure without restrictions similar to those contained in this MOU; e) becomes known to Recipient, without restriction, from a source other than Disclosure without breach of this MOU by Recipient and otherwise not in violation of Discloser's rights; f) is disclosed with the prior written approval of Disclosure; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt notice of such court order or requirement to Disclose to enable Disclosure to seek a protective order or otherwise prevent or restrict such disclosure.
- 15.5 No Rights Granted. Nothing in this MOU shall be construed as granting any rights under any patent, copyright or other intellectual property right of Disclosure, nor shall this MOU grant Recipient any rights in or to Disclose Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship. Nothing in this MOU requires the disclosure of any Confidential Information, which shall be disclosed, if at all, solely at Discloser's option. Nothing in this MOU requires the Disclosure to proceed with the Relationship or any transaction in connection with which the Confidential Information may be disclosed.

#### 16 No Exclusivity.

Both the parties shall not execute the similar nature MOU separately with any other organisation which lies within the 30 KM radius from University for program of similar nature.







#### 17 INTELLECTUAL PROPERTY RIGHTS

Any research/intellectual property developed, designed, invented by students and faculty of this program / course will be property of the University.

The ownership and/or control of intellectual property used or generated in connection with the programme should apply as follows,

- 17.1 Both parties will individually confirm that strict confidentiality will be observed in all communications relating to portable or potentially commercially valuable intellectual property created within the programme. No disclosures will be made to third parties without permission of the appropriate authorities/person. Both parties will, in consultation with each other, take cognisance of their Policies on Intellectual Property Rights.
- 17.2 Where intellectual property is developed jointly between students and/or staff of the both organisations, both organisations will agree which of them will manage the exploitation of intellectual property subject to UGC Guidelines and for this purpose will ensure that full assignments of the intellectual property are obtained.

#### 18 INDEMNITIES

- 18.1 Both parties will indemnify the other party and its employees, agents and contractors against any and all expenses, liabilities, losses, claims, damages and proceedings, arising from complaints about courses or the Programme, or any other complaint of professional negligence arising in connection with the implementation of this MOU. Any claim for losses under this MoU shall be restricted to either party's aggregate liability arising out of this MoU.
- 18.2 Both parties, in respect of any claim for which it will seek indemnity within the terms of this MOU, will:



- as soon as reasonably practicable after becoming aware of the claim, provide the other with reasonable details of it and thereafter provide the other in a timely manner, with such information relating to the claim as may reasonably be requested from time to time by the other;
- not make, and use its reasonable endeavours to procure that there is not made, any admission of liability, except with the prior written consent of the other, such consent not to be unreasonably withheld or delayed;
- keep the other reasonably informed of all material developments relating to, and regularly informed of the progress of, the claim;
- use its reasonable endeavours to procure that the handling of the claim, including without limitation any resistance of or defence to it, is carried out and conducted in all material respects in accordance with such reasonable written directions as may be given by the other; not settle or compromise the claim, and procure that the claim is not settled or compromised, except with the prior written consent of the other, which consent will not be unreasonably, withheld or delayed.

#### 19 Severability

19.1 If any part or parts of this MOU shall be held unenforceable for any reason, the remainder of this MOU shall continue in full force and effect. If any provision of this MOU is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

#### 20 Governing Law

- 20.1 This MOU will be governed by the laws of India. Any dispute arising from this MOU or its terms will be subject to the exclusive jurisdiction of the Gurgaon Court.
- 20.2 In the event of any dispute arising between the parties hereto in respect of the terms of this MOU or the operation of the Programme/Discipline, the dispute will be referred to a committee of at least two people, comprising the Vice Chancellor/Director of both parties or his or her nominated representative. The committee will act in good faith and use all reasonable endeavours to resolve the dispute to the mutual satisfaction of the parties.
- 20.3 Where disputes are unresolved following the implementation of the preceding clause above, it shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996 and rules framed thereunder. The arbitration shall be conducted in English and shall take place at Gurgaon, India. The decision of the arbitrator shall be binding on the Parties.

20.4 The arbitration shall be conducted by a single arbitrator to be appointed jointly by the parties. In the event the Parties are unable to agree upon a single arbitrator, they shall each appoint one arbitrator and the two arbitrators shall thereupon jointly appoint a third arbitrator.

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#### 21 TERMINATION OF MOU

- 21.1 This MOU may only be terminated by the mutual consent of the both parties, or by one party giving no less than twelve months written notice in advance to the other party.
- 21.2 In the event of early termination of this MOU at the instigation of any of the parties, adequate arrangements must be in place to complete the course for all the registered students without any detriment or disadvantage. These arrangements should be detailed in a formal letter between the both parties and both parties will be responsible to complete the programme till the completion of registered students graduation.
- 21.3 In the matter of any unresolved dispute, the matter shall be referred to joint resolution by Vice Chancellor Ansal University and Director of Lucideus. The Joint decision by both of them shall be considered as final.

IN WITNESS WHEREOF these presents, consisting of this and the 14 preceding pages, together with the 6 (A to F) Appendices hereto, are signed by the parties in duplicate as follows:

For Ansal University:

Name:

Position:

Date:

For Lucideus Tech Private Limited:

Name:

Position:

Date:





#### Annexure A

# Composition and Terms of Reference of the Joint Programme Committee

The Joint Programme Committee will be responsible for the academic management and operation of a programme delivered in partnership with Ansal University & Lucideus. In such cases, the programme is referred to as a "Joint Collaborative Programme" and the partnership as a "Joint Collaborative Partnership". Day-to-day management is devolved to the Programme Directors who may be supported by a programme team reporting to the Joint Programme Committee.

#### 1. Composition of the Joint Programme Committee

- 1.1 The Joint Programme Committee will comprise Six members:
  - a) Chair: Programme Director/Dean (appointed from amongst the Programme Directors/Deans of by the Vice Chancellor of the University);
  - b) One Representative from University;
  - c) One Representative from Knowledge Partner;
  - d) One Representative of the Teaching staff (From Knowledge Partner);
  - e) One Representative of Administrative staff (From Knowledge Partner);
  - f) One Representative of Administrative staff (From University)
- 1.2 The membership can be added to by co-option to obtain particular expertise.

#### 2. Terms of Reference of the Joint Programme Committee

Collaborative Progr

- The Joint Programme Committee will normally meet at least once in a six month at 2.1 Ansal University to Review the monthly activity and update.
- 2.2 The key responsibilities of the Joint Programme Committee are as follows:
  - a) To act as a cross-organisation, discipline-specific focus for the academic management, operation and development of a Joint Collaborative Programme.
  - To provide a forum for the discussion and dissemination of good practice in b) enhancing the Programme.
  - To review and act upon the results of student surveys and other mechanisms to c) obtain student feedback.

d) To review and, where appropriate, act upon the results of feedback from employers and industry,

To review and act upon academic perfor e) data related to the

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- f) To consider proposals to introduce, amend or withdraw the new subjects / classes to the Joint Collaborative Programme for onward consideration.
- g) To prepare an Annual Report for consideration
- h) To contribute to, and act upon, as required, the School Annual Monitoring and Review Report and associated Action and Enhancement Plans.
- i) To contribute to Academic Review at the programme/discipline levels, and to progress recommendations.
- j) To report to the Head of School as appropriate.
- k) To liaise with other School committees where necessary to fulfil their respective remits.
- To consider any other matters related to the development of the Joint collaborative Programme, as identified by School or University committees.
- 2.3 The Joint Programme Committee makes decisions about the Programme in the following areas:
  - I. Admission of students as per the norms;
  - II. Operation of the programme e.g, timetabling, Lab Management;
  - III. Management of assets including assets requirements;
  - IV. Production and maintenance of comprehensive student data related to program;
  - V. Recommendations related to initial approval and subsequent Modification of programmes and regulations;
  - VI. Recommendations on the level of tuition fees or any other fees and on the distribution of tuition fees.







#### Annexure B

# **DETAILS OF TUITION FEES**

Course Name:	Bachelor of Technolog	gy in Cyber Security
Name of the Partners:	Ansal University	Lucideus Tech Private Limited
Student's Intake	60 Students per batch	
Admission Cycle	Annual	

#### For Indian Students:

Annual Fees Structu	Sem - 1			P 6				1	
		Sem -2	Sem - 3	Sem -4	Sem -5	Sem 6	Sem -7	Sem -8	Total Fees:
Admission Charges		1							
(Non - Refundable)	₹15,000								₹15,000
One time Security		1							
Deposit (Refundable)	₹15,000								₹15,000
Tuition Fees	₹125,000	₹125,000	₹135,000	₹135,000	₹145,000	₹145,000	₹150,000	₹40,000	₹1,000,000
Examination Fees	₹5,000	₹5,000	₹5,000	₹5,000	₹5,000	₹5,000	₹5,000	₹5,000	₹40,000
Sports & Activity									
Charges	₹5,000	₹5,000	₹5,000	₹5,000	₹5,000	₹5,000	₹5,000	₹5,000	₹40,000
SWE & Medical	₹5,000	₹5,000	₹5,000	₹5,000	₹5,000	₹5,000	₹5,000	₹5,000	₹40,000
Alumni Fees				-		4		₹5,000	₹5,000
Certification Fees			₹40,000	₹40,000	₹40,000	₹40,000	₹40,000	₹40,000	₹240,000
Total:	₹170,000	₹140,000	₹190,000	₹190,000	₹200,000	₹200,000	₹205,000	₹100,000	₹1,395,000
	₹310,000		₹380,000		₹400,000		₹305,000		₹1,395,000

For Foreign Students:

Annual Fees Structu <sup>7</sup> ee Break-up	Sem - 1	Semr -2	Semr - 3	Semr -4	Sem -5	Sem -6	Sem-7	Semr -8	Total Fees:
Admission Charges (Non - Refundable)	\$400	10						1	\$400
One time Security Deposit (Refundable)	\$300							1/10	\$300
Tuition Fees	\$2,700	\$2,700	\$2,900	\$2,900	\$3,100	\$3,100	\$3,300	V\$ 208	\$21,900
Examination Fees	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$800
Sports & Activity Charges	\$100	\$100	\$100	\$100	\$100	\$100	\$100	SIONNI	\$800
SWE & Medical	\$100	\$100	\$100	\$100	\$100	\$100	\$100	< \$100	\$800
Alumni Fees		1					4.00	* \$2 m	\$200
Certification Fees			\$800	\$800	\$800	\$800	\$800		,800
Total:	\$3,700	\$3,000	\$4,000	\$4,000	\$4,200	\$4,200	\$4,400	\$2,45,0	\$30,000
W. A.	\$6	.700	(0 S 188)	OBONA		,400		900	\$30,000

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Fees Breakup						
Fee Break-up	Ansal University	Lucideus Tech Private Limited	Remark			
Admission Charges (Non - Refundable)	100%					
One time Security Deposit (Refundable)	To be remained with Ansal University and later on refunded as per University Guidelines.					
Tuition Fees	50 %	50 %				
Examination Fees	100%					
SWE & Medical	100 %					
Sports & Activity Charges	100%					
Alumni Fees	100%					
Certification Fees*		100%				

<sup>\*</sup>Certification Fees will be used to pay the fees for external certifications.

(Note: All fees are exclusive of any government tax that might be levied.)

#### **Payment Terms:**

- University will pay the above mentioned percentage of fees to Knowledge Partner as their Professional Service Charges.
- Invoice will be raised by knowledge Partner to University against the professional service charges. Applicable GST will be charged to Knowledge Partner and TDS amount will also be deducted by University. GST and TDS on the professional service charges shall be born by knowledge partner.
- The Cost of the salaries for teaching faculties required for this program for respective semester, will be deducted from the Knowledge Partner's fees.
- The payment of all fees to knowledge partner will be done no later than four weeks following commencement of the classes.
- It is understood that the University will be maintaining a separate record in order to operate and maintain all costs associated with the responsibilities of both Partner, as outlined within the MOU.

For Ansal University:

For Lucideus Tech Private Limited:

Date:

Date:



Annexure C

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## **DETAILS OF COURSE STRUCTURE**

(Described and Outlined separately)





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#### Annexure D

#### DETAILS OF ELIGIBILITY CRITERIA

- 1. A Student who has passed the 10+2 examination (Pre-University Board Examination) or equivalent with Physics, Chemistry, Mathematics and/or Computer Science that is recognized by any State Board / Central Board (with a minimum aggregate of 60% marks).
- 10 % students from total number of strength would get 100% scholarship and would not require to pay any fees. Selection of such students would be completely on merit basis. One who cracked JEE mains and has 100 out of 100 marks in all PCM subjects can be eligible for this scholarship.
- 3. Any scholarship as per government/ statutory directives shall be offered to the students of this course and shall be borne equally by both the parties.



#### Annexure E

#### **DETAILS OF EXAMINATION GUIDELINES**

(Will be added separately after the discussion)

#### **About Certification:**

In case student fails in the first attempt to clear the certification, then student must re-appear for that certification and fees will be paid separately by student for that re-examination.

In case of failure in certification exam, student can go to next semester but he has to clear the certification in the next semester only.







#### Annexure F

#### FINANCIAL ROLES & RESPONSIBILITY

#### 1. University's Contribution

- 1.1. University shall be responsible for providing all infrastructure setup, maintenance and support of all the necessary facilities to conduct the programmes and would bear the costs for the same.
- 1.2. Infrastructure also includes dedicated Cyber Security Lab which comprises 60 workstations with the required Hardwares and Softwares. University will invest INR 1 Lac per workstation to make this Lab as the Most Advanced Cyber Security Lab.
- 1.3. University shall bear all the basic operational cost for Infrastructure maintenance that also includes upkeep of classrooms, all the electricity charges, water charges, and all the AMCs and any tax liabilities of the setup.
- 1.4. All facilities will be mutually agreed and include classrooms with projectors, library, computer labs equipped with computer systems, IT devices (Hardware and software required for specific courses) and access to other support facilities including stationery, printers, scanners and multimedia equipment, facsimile and internet facilities, faculty staff room, cabins for course coordinators, admission process administrators and counselor's room, restrooms and such other facilities that may be necessary for promotions & delivery of the programs.
- 1.5. All the expenses for Marketing & Branding Activities by University to promote the course will be the responsibilities of University. Knowledge Partner will be responsible to give the content, design and Support for all the marketing and promotional materials.

#### 2. Knowledge Partner's Contribution

- 2.1. Knowledge Partner will be responsible for the complete academic course development, its delivery and all the teaching support during the four year course and would bear the costs for the same.
  - a) Cost for the development of all the four year courses that includes the detailed manual of the course specifics.
  - b) Selection and Recruitment cost of all the teaching faculties required to deliver the training (as per the UGC / AICTE guidelines, in consultation with University)
  - c) Cost of Salaries of all the teaching faculties required to deliver the training as per Annexure B.
  - Cost of all the Research & Development Activities pertaining to training delivery

    Cost of the Promotions of the programme done by Knowledge Partner.

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### 3. Mutual Contribution by Both Partners

- 3.1. Knowledge Partner will also invite external visiting faculties as a guest lecturer to impart the latest industry trends and knowledge to the students.
  - a) Each semester will include one lecture by the International visiting faculty & one lecture by the national visiting faculty from the industry. The cost of that lecture which includes travelling, accommodation and honorarium will be the shared by both partners equally.
- 3.2. Knowledge Partner will organise one International Conference per year on the Cyber Security. The cost to that conference will be shared equally by both partners.
- 3.3. Knowledge Partner will select three students as an Intern and will send them to U.S. for four weeks of the internship. Cost of that Internship which includes the Travelling, Insurance, accommodation and Stipend of three students will be equally shared by both partners.
- 3.4. Any scholarship as per government/ statutory directives shall be offered to the students of this course and shall be borne equally by both the parties.

### INTACH

Indian National Trust for Art and Cultural Heritage

### DELHICHAPTER

Chief Patron: Shri Anil Baijal Lt. Governor of Delhi

Convenor: Dr. Swapna Liddle

Co-Convenor: Smt. Anita Singh Advisor: Shri O.P. Jain

Chief Consultant: Shri A.G. Krishna Menon

## RESEARCH PROJECT MASS HOUSING IN THE POST INDEPENDENCE ERA IN DELHI

August, 2018

### MEMORANDUM OF UNDERSTANDING

A plateral partnership to undertake research on the Mass Housing Typologies in the Post Independence Era in Delhi, as well as, strategic presentation of the research in the form of a an Exhibition or Publication in order to create awareness about the Post Independence Architecture of Delhi

### between

INTACH Delhi Chapter having its offices at 71, Lodhi Estate, K.K. Birla Lane, New Delhi 110 003 and acting through the Convener, who is duly authorized in this regard (herein after referred to as INTACH, Delhi Chapter, which expression shall mean and include it's officers, successors, assignees and administrators

### and

Sushant School of Art and Arthitecture, Ansal University, Gurugram and acting through the Deean who is duly authorized in this regard (herein after referred to as SSAA, which expression shall mean and include it's officers, successors, assignees and administrators

### **OBJECTIVES**

INTACH Delhi Chapter, New Delhi in collaboration with Sushant School of Art and Architecture, Ansal University, Gurugram, proposes to undertake research and documentation of mass housing schemes in South Delhi that were designed and built by the Central Government of India; soon after Independence and are today facing a threat of demolition, to make way for multi-storied housing and commercial projects.

These pockets of housing are today more than 60 years old and some are in a poor state of conservation. The government is proposing to demolish seven of these government residential colonies in Sarojini Nagar, Netaji Nagar, Nauroji Nagar, Kasturba Nagar, Thyagaraj Nagar, Srinivaspuri and Mohammadpur, in South Delhi, comprising of type LIV flats. With this demolition, all traces of the evolution of mass housing in Delhi will effectively be erased. It is imperative therefore that they are photographed and documented, immediately, before the demolition process is completed. INTACH, Delhi, Chapter INTACH Delhi Chapter , New Delhi in collaboration with Sushant School of Art and Architecture, is taking the initiative of documenting these various typologies of government mass housing in Delhi.

The different typologies will be taken up for architectural measured drawings and photo documentation. The building materials that were used will also be recorded along with specific architectural design elements. All available information, from published and unpublished sources, about the design intent of these schemes will be collated. A comparative study of trends in mass housing in other parts of the world at the same point in time will also form part of this study.



71 Lodhi Estate, New Delhi - 110 003 Phone: +91 11 2464 1304, 2469 2774, 2464 5482, Fax: +91 11 2461 1290 www.inuchdelhichapter.org/mail@intachdelhichapter.org/





It is proposed that the study will be presented as an exhibition with a complementing publication. Dissemination of this study is deemed as important as the documentation itself, so every effort will be made to make this data available in the digital format in the archives of both INTACH and Sushant School of Art and Architecture.

### Background and Context

INTACH, india's largest non-profit organization dedicated to conservation of India's cultural heritage, has taken on the mantle of getting Delhi's iconic 20th Century Architecture (post-Independence period) notified for protection. It is essential that architecture of the 20th century (Post Independence era) be valued so that future generations are acquainted with their past and there is a continuity in the narrative of the evolution of the Architecture of Delhi. The most recent area of concern is the mass housing schemes in South Delhi that were designed and built by the Central Government of India, soon after Independence and are today facing a threat of demolition, to make way for multi-storied housing and commercial projects.

The Post-independence era in Delhi threw up a number of challenges for the Government of India. The biggest of them was the housing challenge, particularly within what was then defined as the urban limits of the capital city. The growth of government functions and consequently public employees in the newly independent nation was the main factor contributing to the need for housing at this scale. The Government, although still in its nascent years, rose to the challenge and initiated a number of nousing schemes for different cross sections of society.

Lodhi Colony was perhaps the last housing pocket designed and built by the British and this was completed just before Independence. South Delhi was mostly all agricultural land in the 1940s. By the 1950s, the government acquired land and started building houses for the large numbers that needed to be accommodated. The CPWD was responsible for the design of most of the housing that was being built and one of the main contributors to the design of the housing was Habib Rahman, a senior architect with the CPWD during the period 1953-70, who then rose to hold the post of Chief. Architect of CPWD from 1970-4. The character of Delhi today, distinguished by the low rise mass housing pockets is largely the work of Habib Rahman.

One of the first government housing schemes was the Type II Flats, in Netaji Nagar, built from 1954-56, in the hundreds for Government employees. In this particular design, the architect plays with the square in the facades and uses recesses and simple brick surfaces and vertical linear elements to bring a design relief to these very cheaply built houses. The window charges were added later. They became famous as the 'Rahman Type Flats'. Some later housing schemes include multi-storey flats at R K Puram (1964). Similarly, each of the other mass housing typologies that we see in Delhi, have a distinctive character. It is important that the evolution of design of mass housing in the Post Independence Period in Delhi is documented.

### PROJECT OUTLINE

Phase I: Documentation of the housing projects

This will include architectural measured drawings, photo documentation, inventory of building materials and details of specific architectural design elements.

Location: Sarojini Nagar, Netaji Nagar, Nauroji Nagar, Kasturba Nagar, Thyagarai Nagar, Srinivaspuri and Mohammadpur, in South Delhi, comprising of type 1-1V flats.



INTACH, Delhi Chapter continuation sheet

### Participants:

- Third Year Students: Assignment for Survey and Leveling
- Survey and Leveling Faculty team & Heritage team
- Assignment: 3C and 3D (Friday) and 3A and 38 (Tuesday)
- Measured drawing of typical units

### Phase II: Historical research

All available information, from published and unpublished sources, about the design intent of these mass housing schemes will be collated. A comparative study of trends in mass housing in other parts of the world at the same point in time will also form part of this study.

### Phase III: Exhibition

It is proposed the work of Phase 1 could be displayed as a pilot project/teaser exhibition showcasing the drawings and photographs from the documentation at SSAA on the day of the Degree Show. This could be a travelling exhibition which can then be taken to INTACH for the final show with historic research.

### Phase IV: Publication

Joint publication of both institutions with SSAA as the knowledge partner.

### **TASKS & RESPONSIBILITIES**

SSAA shall undertake the best of their ability and within the resources available to them, the research and documentation agreed upon.

INTACH Delhi Chapter shall engage additional outside partners for funding if possible.

### TIME FRAME

	DOCUMENTATIO	<b>x</b>	HISTORICAL RESEARCH
AUGUST, 2018	Survey and Leveling classes of 3A and 3B.	Faculty: Survey and Heritage team	Looking into published and unpublished materials, historical time, archival search
AUGUST, 2018	Survey and Leveling classes.  of 3C and 3D.	Faculty: Survey and Heritage team	(National, State and GPWD) for documents (including specifications), plans, master plans and
SEPTEMBER	Digitization complete and subm review	ilssion for	photographs
SEPTEMBER OCTOBER	Exhibition and finaliz	ation	
NOVEMBER			RESEARCH OUTCOMES
DECEMBER	DEAFT	REVIEW AND CHAN	
JANUARY	FINAL TO E (FUTURE DDISCUSSIONS	BE SUBMITTED TO I	



### INTELLECTUAL PROPERTY

intellectual property and copyright of all documents produced within the framework of this Memorandum of Understanding will be shared jointly by the INTACH, Delhi Chapter and SSAA. All parties have the right to utilize resulting documents for print and electronic publication, exhibition and other non-commercial, educational and outreach activities. In all cases, the project will be referred to as MASS HOUSING IN THE POST INDEPENDENCE ERA IN DELHI by INTACH, Delhi Chapter in collaboration with SSAA. For all other purposes INTACH, Delhi Chapter and SSAA are to be referred to as project partners! Approval is required by both parties to transmit documents to third-parties.

Public Relations and Promotion: "INTACH, Delhi Chapter and SSAA will be considered as equally responsible for promotional literature, exhibitions etc. produced with respect to the project. All materials related to the promotion office project shall be jointly approved by all parties before publication.

INTACH, Delhi Chapter and ASSAA may freely use visual material, images, drawings, and Use of Project Data: other materials produced during and at the end of the project for non-commercial, educational activities, including newsletters, brochures, publications, and web-based communications. While permission is not required for routine use of these Images, in all instances INTACH, Delhi Chapter and SSAA are to be identified as project partners. Both logos and/or organization names are always to be utilized in all printed and electronic presentations of the project.

Signed in Delhi on August 28, 2018

PARTIES on behalf of INTACH Delhi Chapter

Dr Swagna Liddle

Convenor

INTACH, Delhi Chapter

Annabeltopez

Project Consultant INTACH, Delhi Chapter

INTACH Delhi Chapter 71.LodflaBearde Sterv Delhi-110003 Ph: 24631818, 24641304 PARTIES on behalf of Sushant School of Art & Architecture

Dr Vibhuti Sachdey

Dean

SSAA

Bhawna Dandona Facilitator/coordinator

SSAA





# IV. RENEWAL, REVISION, CANCELLATION AND NOTI

- 1. This agreement is intended for a period of five years provided reciprocal arrangements may always be made.
- 2. This agreement maybe renewed upon the mutual consent of both institutions.
- 3. Either institution may cancel the agreement by notifying the other institution of its intent to do so at least three months in advance of its expiration. Project in progress at the time of termination will remain unaffected.
- 4. Any amendment or modification to the present text shall be submitted for review and shall not be binding unless reduced to writing and signed by both parties.

In witness whereof, the parties hereto have offered their signatures:

(Michael Stephen Knowles)

Director, Sushant School of Design

Ansal University

Date: 16/02/2018

(Michael Paripol Tangtrongchit)

Dean, School of Architecture and Design

King Mongkut's University of Technology

Mh Saul X.

Thonburi

Date: 26/02/2018

11. The acceptance of course works (lectures, seminars, etc.) taken of the measure of achievement attained there must be commensurate with the prevailing testing and learning evaluation standards of the home institution.

12. Exchange students will receive academic credit at their home institution after the home institution receives an official transcript from the host institution. The host institution agrees to provide these official transcripts as soon as possible but a receive longer than 4 weeks after the student makes the request upon completes of their courses. An explanation of the grading system will accompany the transcripts as a soon as possible but a receive longer than 4 weeks after the student makes the request upon completes of their courses. An explanation of the grading system will accompany the transcript from the host institution will accompany the transcript from the host institution as possible but a receive longer than 4 weeks after the student makes the request upon completes of their courses. An explanation of the grading system will accompany the transcript from the host institution will accompany the transcript from the host institution in accordance with procedures determined by the latter.

### II. EXCHANGE OF ACADEMIC STAFF

- 1. The two institutions will actively seek to promote mutual faculty exchange for mutual agreed periods.
- 2. Faculty exchange may assume various forms, such as individual short-time and long-term visits of faculties, joint research and development projects.
- 3. Both institutions will try to seek external funding sources to facilitate these exchanges.
- 4. Encouragement of the academic faculty to co-author publications, joint research activities and joint project possibilities is in subject to applicable copyright and toor other laws of each country, as well as rules and regulations of the perspective institutions
- 5. The host institution will endeavor to make available such facilities that will enable the faculty to obtain experience and training in its departments and institutes.







### PURPOSE AND DEFINITIONS

- 1. The purpose of this agreement is to make possible and to institute the exchang of students between the two institutions at mutually convenient times. Thes exchanges will, in the main, be for periods of one or two semesters.
- 2. In this agreement, unless the context otherwise implies, home institution shamean the institution at which the students intend to graduate; host institution shamean the institution which has agreed to receive the exchange student(s) from the home institution.

### NUMBERS/RECIPROCITY

3. The number of students exchanged would usually be no more than three students at each institution at any onetime. It is expected that the total number mutual exchange students will be about same from each institution during a periodifive years.

### SELECTION OF PARTICIPANTS

- 4. The home institution will screen applicants for the exchange. Each institution send theother official application forms for the students nominated. The host institut will reserve the right to make final judgments on the admissibility of each students nominated. The follow guidelines apply to all exchange students:
- The students must satisfy the English language proficiency requirement

  IELTS of 5 or equivalent.
- 2. The student must have completed at least two years of continuous student the home institution before the exchange year.



# MEMORANDUM OF AGREEMENT FOR ACADEMIC COOPERATION AND EXCHANGE

### BETWEEN

# SCHOOL OF ARCHITECTURE AND DESIGN KING MONGKUT'S UNIVERSITY OF TECHNOLOGY THONBURI, THAILAND

AND

# SUSHANT SCHOOL OF DESIGN ANSAL UNIVERSITY, INDIA

King Mongkut's University of Technology Thonburi, Thailand and Ansal University, India hereby propose to foster academic exchange and co-operation between the two institutions.

- 1. The two institutions will encourage the following activities
  - 1) Exchange of students.
  - 2) Exchange of academic staff.
- 3) Joint research activities, publications and participation in seminars and conferences.
  - 4) Collaborative projects.
- 2. These activities are to be carried out by mutual consent between the two institutions or their academic units concerned thereof.







### For Internal record of Sushant School of Design, Ansal University

We are glad that the memorandum of agreement sent by KMUTT for academic cooperation and exchange between school of architecture and design King Mongkut's university of Technology Thonburi (KMUTT), Thailand and Sushant School of Design (SSD), Ansal University, India has been internally discussed and approved. Now the two, duly signed copies will be sent to KMUTT.

Prof. Lolita Dutta

Dean, Sushant School of Design

Witdut.

Prof. Michael Stephen Knowles

Director, Sushant School of Design

Chief Fingings Adocumts Officer

Registrar

Vice Chancellor

Enc. MOU attackey.





### Letter of Acceptance

19" July, 2019

This is to confirm that Sushant School of Design, Ansal University (SSD, AU) agrees to accept the following student in the exchange program below:

Name: Mr. Pharanyu Chuenjit

Home university: School of Architecture and Design, King Mongkut's University of Technology Thonburi, Thailand (SoA+D, KMUTT), Thailand

Home program: Industrial Design

We hereby accept the student in Product Design Program in semester 7 from 12 August to 12 December 2019 with great enthusiasm and assurance.

Sincerely yours,

Prof. Jeyanthi Nadesalingam Dean, Sushant School of Design Ansal University, India



ARTS UNIVERSITY BOURNEMOUTH

DATED: 8 MARCH 2018

Arts University Bournemouth, UK (1)

Ansal University Gurugram, India (2)

### MEMORANDUM OF UNDERSTANDING



### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made the eighth day of March 2018

### BETWEEN:

- (1) Arts University Bournemouth whose registered office is at Wallisdown, Poole, Dorset, BH12 5HH, United Kingdom and
- (2) Ansal University (Government of Haryana State notification memo no. 20/4-2010 UNP-5) whose registered office is at Sector 55, Golf Course Road, Gurugram, Haryana 122003, India. ("Ansal University")

Hereinafter each individually referred to as a 'Party' or collectively referred to as 'Parties'.

### RECITAL

- The Parties are educational institutions delivering quality education in their respective areas and the Parties wish to collaborate towards the provision of undertaking a two week course (an academic enhancement programme) in England for Ansal University students ("Programme")
- The Programme will consist of a non-compulsory cohort of students around (Month) 2018 followed in subsequent years by a compulsory cohort. Dates for the Programme will be agreed between the Parties in writing at a later date. The compulsory cohort will be directly related to Ansal University (course name) degrees and the Programme is a compulsory element of that degree.
- 3. The Programme will consist of teaching, guest speakers and social activities at Arts University Bournemouth's campus plus additional activities around the UK for which the Ansal University students will pay Arts University Bournemouth a Fee.

### **HENCEFORTH THE PARTIES** agree:

4. This Memorandum of Understanding ("MOU") outlines the principal requirements and understanding between each Party which shall be documented in a formal agreement ("the Agreement") for the provision of the Programme at a later date.

This MOU is intended to provide an overarching framework under which the business relationship between the Parties will be conducted. It will allow the Parties to undertake certain exploratory work prior to the signing of the Agreement.

Ansal University will ensure that each superit planning to attend the Programme will pay Arts University Bournemouth the Fee directly. The Fee includes suitable accommodation and meals (being break as and lunches every day plus 5 evening dinners as part of the social activities). Programme union, guest lecturers (subject

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to availability) and other social activities to be agreed between the Parties. For the avoidance of doubt, the Fee specifically excludes any travel between India and England. The proposed Fee for 2018 is expected to be around UKP £1,400 per student and will be confirmed in the Agreement.

- 7. The compulsory cohort will allow excuses from students for non-attendance subject to valid reasons agreed between the Parties.
- Unless and until a formal Agreement between the Parties has been finalised and signed, this MOU will not create any legally binding obligations on either Party. For the avoidance of doubt, a final Agreement will be finalised and negotiated every year to confirm participant numbers and any inflation to the Fee, until this MOU is expired.
- 9. AUB reserves the right to review all publicity material relating to the programme prior to its publication. AUB may require amendments to publicity material where it considers this to be materially misleading; in extreme cases, it may not authorise material to be published. Approval will not be unreasonably withheld or delayed.
- This MOU will be valid for a period of five years ("Period") from the date of last signatory to this agreement. For the avoidance of doubt, this MOU will automatically expire after the Period has elapsed from the date of the last signatory to this MOU, unless agreed mutually between the parties that it should continue.
- 11. The partnership may be terminated by either party, giving six months' notice. If the next scheduled academic programme falls within the notice period, this programme will continue unaffected by the notice of termination. Such notification can only be given by the respective Chief Executive, in writing, to the Chief Executive of the other party.
- 12. Neither party shall sub-contract, assign or transfer any of its right or obligations hereunder without the prior written consent of the other.
- 13. Each party will bear its own expenses and costs with regard to all discussions and activities between the parties
- 14. Both parties shall comply with all relevant requirements which shall mean all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and any amendment thereto.
- 15. This MOU shall be governed by and construed in all aspects in accordance with the English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

SIGNED for and on behalf of Arts University Bournemouth, UK

Street Batholanew

SIGNED for and on behalf of Ansal University, Gurugram India

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### Memorandum of Understanding

### Between

Ansal University
Sector 55, Golf Course Road, Gurgaon, Haryana-122003, India

### And

University of the West of England, Bristol Frenchay Campus, Coldharbour Lane, Bristol, BS16 1QY









### Memorandum of Understanding

### between

Ansal University
Sector 55, Golf Course Road, Gurgaon, Haryana 122003, India

### and

University of the West of England, Bristol Frenchay Campus, Coldharbour Lane, Bristol, BS16 1QY

### Context

Discussion between staff of Ansal University ("AU") in India and the University of the West of England, Bristol ("UWE Bristol") in the UK has highlighted the potential for mutual academic benefit through further collaboration. There has been dialogue between representatives of the two institutions through which the two parties have explored areas for potential collaboration, which would form the focus of further discussion and which would be formalised in a further agreement. This Memorandum of Understanding ("MOU") has emerged from these discussions, and expresses the commitment of both parties to work collaboratively for the benefit, rights and interests of the students and staff of both institutions, and of the societies that they serve.

### Aims of this MOU

2) The parties to this MOU intend that it should recognise the goodwill that exists between them, and that it should facilitate the development of further specific agreements and forms of collaboration. A detailed action and business plan will be produced by the two parties, which will prioritise development plans and identify key staff within each institution's academic units and professional services in order to progress the initiatives. On the completion of due processes, it is intended that this memorandum would be superseded and replaced by an Academic Agreement, which will capture the detail of the agreed areas of collaboration.

### Scope of the collaboration

3) The parties commit themselves to exploring mutually beneficial collaborative projects in credit recognition, staff exchange and student exchange between the faculty of Environment and Technology.

### Management of the collaboration

4) In order to further the co-operation intended by this MOU, and to facilitate effective communication and management of information, AU and UWE Bristol agree that they will each nominate a liaison officer.

5) The liaison officers will be responsible for:

 establishing and maintaining lines of communication necessary to give effect to the provisions terms and spirit of this MOU;

b) managing the link established between the two institutions through this MOU and any subsequent agreements;



### Financial responsibilities

6) Unless otherwise explicitly agreed, each party to this MOU will be responsible for funding the activities of its staff in support of this collaboration. Financial responsibilities for activity to implement other subsequent specific agreements will be agreed and defined within each agreement.

### Development of Individual projects and agreements

7) In order to further the co-operation intended, AU and UWE Bristol will hold further discussions about areas of mutual interest. The subject, nature, extent and applicable provisions of each joint project will be negotiated on an individual basis depending on the constraints of available funds and resources, and be supported by a written agreement made and entered into by and between AU and UWE Bristol which will set out the responsibilities of each party. Both parties will take advice and guidance from their respective institutions and appropriate bodies on the regulatory and quality assurance aspects of entering into a specific agreement.

### **Publicity**

8) Each party to this MOU agrees to obtain the written consent of the other, in each and every case, prior to using the other party's name in material intended to promote, publicise or otherwise make known this MOU and the activities enabled by it.

### **Duration of MOU**

9) This MOU shall have effect from the date of signature for an initial period of 5 years, and may be renewed by mutual consent of both parties thereafter. This shall enable further discussions to take place to enable the two parties to reach agreement on the specific arrangements.

### **Review of MOU**

10) Not less than six months prior to the date of termination of this MOU the liaison officers referred to in clause 4 will undertake a review of the MOU and make a joint report to each party to it.

### **Termination of MOU**

11) Either party to this MOU may terminate it by providing not less than six months' notice of termination in writing addressed to the other party's signatory. In the event of termination prior to the end of the period indicated in clause 9, the parties agree to work together to protect the interests of any students currently deriving benefit from the collaboration.

### Confidentiality

12) Neither party shall disclose to any person any information relating to the business, clients, financial information, employee information or technology of the other party ("Confidential Information") which they may receive in the course of this MOU without the other party's prior consent. The parties shall treat all Confidential Information as confidential and shall not disclose or make use of such information except in relation to the performance of their obligations under this MOU.





Signed on behalf of Ansal University:

Professor Raj Singh Vice Chancellor Date: May 07, 2018

Signed on behalf of the University of the West of England, Bristol:

Professor Jane Harrington

**Deputy Vice-Chancellor and Provost** 

Date: May 09, 2018







### MEMORANDUM OF UNDERSTANDING (MoU)



(Established under the Haryana Private Universities Act, 2006)

This Memorandum of Understanding (MOU) is executed on 12th day of February, 2019 at Gurugram.

### Between

ANSAL UNIVERSITY, GURUGRAM, a University established under the Haryana Private Universities Act, 2006, having its campus at Sushant Lok II, Sector 55, Gurugram acting through its authorized representative Prof (Dr). Raj Singh (Vice chancellor) (hereinafter referred to as "AUG", which expression shall, unless repugnant to the context and meaning thereof, include its successors and assigns) of the First Part;

### And

M/s. Manthan Eye Healthcare Foundation (MEHF) is a Trust/ Society, duly registered under the provisions of Indian Trust Act/ Societies Act and having its registered office at \_\_\_\_\_\_ acting through its representative Mr. Bodh Raj Grover (Director), (hereinafter referred to as "MEHF/ Second Party", which expression shall, unless repugnant to the context and meaning thereof, include its successors and assigns) of the Second Part

(AUG and MEHF are each referred to individually as a "Party" and collectively as "Parties".)

### **WHEREAS**

AUG is a leading education provider promoting quality education & research, having more than 45 programs. AUG offers bachelor's and master's courses in Optometry under the Sushant School of Health Sciences in Ansal University Gurgaon

Manthan Eye Healthcare Foundation (MEHF) has represented that it has been registered and working as non-profit organization based in Gurugram, actively involved in community outreach programs in Haryana and Delhi NCR Region with its objective to create awareness about the importance of healthy Vision among masses. MEHF organizes various eye health screening/awareness camps and school screening programs across Haryana and neighboring states

Both Parties acknowledge each other's work express their intent to work together for mutual benefits and associate in academic area focusing primarily community outreach activities to raise awareness about the importance of screening of prevalent eye diseases in the community and on advancing medical education and training for optometry students/delegates towards preventive vision health.

Both parties are agreeable to enter a MOU for working and cooperating with one another using their respective expertise, knowledge, knowledge and resources.

### 1. AREA OF AGREEMENT:

AUG and MEHF have the common objective of **developing a Centre of Excellence for Glaucoma screening** and primary eye care facilities for eye diseases like diabetic retinopathy, which require screening which is developed with objective to have well-trained and high-quality human resources in the field of community eye healthcare.

- A. MEHF will support for a good cause of helping AUG in developing a centre of Vision sciences specific to screening of Glaucoma and various eye diseases like diabetic retinopathy in Gurgaon Ansal University campus by support towards the installation of equipments in Sushant Vision Centre. Apart from this MEHF shall also provide other allied instruments, support and other resources for the good cause, which may be decided from time to time with mutual consent.
- B. Manthan Eye Healthcare Foundation's involvement and support for this shall be acknowledged by AUG
- C. Mr .Bodh Raj Grover shall be on the advisory board to monitor the execution of this centre of Excellence of Glaucoma Screening.
- D. MEHF may jointly undertake Certification programs for Optometry students and Eye care

Page 1 of 3

Sector 55, Golf Course Road, Gurgaon, Haryana 122003, India T: +91-124-4750400/501 F: +91-124-4116411 W: www.ansaluniversity.edu.in E: info@ansaluniversity.edu.in

Sushant School Of Health Sciences

Ansal University

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practitioners, and may conduct joint research projects, symposia, conferences, seminars and scholarly meetings, on mutually agreed terms and possibilities.

- E. AUG to oversee and implementation of the cause and shall periodically report to MEHF the utilization of the equipments and resources.
- F. AUG will be responsible for repair, if any, of the equipments provided by MEHF to it in case of affliction occurs to equipments during the training of optometry students.
- G. None of the parties shall be liable for indirect or consequential damages.
- H. Both the Parties expressly agree and undertake that they shall not do or cause to be done any act whereby or by reason whereof the reputation and goodwill of either of them is affected in any manner whatsoever. Neither Party shall do any publicity of the other party which the other party reasonably believes to have a material adverse effect upon the status or reputation of its brand, services or its product.
- I. The fees for all investigations conducted at the Sushant MEHF center of excellence shall be fixed by University only as per its sole discretion. The fee so decided by the competent authority of the University shall be deposited in the account of the University only. The same shall be distributed in the ratio of 50 % to the university, 50% to MEHF. Revenue generated at University including registration fees of the patient for the sushant MEHF centre of excellence in lieu of agreed consideration for all support services rendered by MEHF to the university shall also be shared in ratio of 50:50...
- J. The prescription or referral of the patient will be done on a prescription pad with joint logos
- K. The publicity of the centre and the screening camps shall be done jointly

### 2. TERM & TERMINATION

This MoU will come into effect on the date of signing and will be valid for an <u>initial period of one year</u> and may be renewed upon mutual consent of both parties in writing.

Either Party may terminate this MOU by giving 30 (thirty) days advance written notice to the other party without assigning any reason. However, the students enrolled during the currency of this MOU shall be allowed to complete their course including practical training and receive the Degrees/Diplomas.

3. Confidentiality: Both the parties respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any campaign, information, formulations, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, University's, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. MEHF and AUG will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither party will be responsible for any loss or damage.

### 4. Relationship of Parties:

This Agreement is entered into between the Parties on a principal to principal basis and nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency between any of the Parties hereto and none of them shall have any authority to bind the other in any way.

### 5. DISPUTE RESOLUTION & JURISDICTION

In the event of any dispute or difference between the parties hereto relating to the interpretation, construction and fulfillment or otherwise of the terms and conditions under this Agreement, such dispute or difference shall be settled first mutually between the parties. If such dispute is not resolved within 30 days, then the same shall be referred to a mutually appointed arbitrator being appointed by AUG.

All disputes arising out of, or in any way committed to, this MOU, shall be deemed to have arisen in Gurugram, where this agreement has been entered upon and only the courts in the Haryana shall have jurisdiction to determine the same.

Page 2 of 3

Sushant School Of Health Sciences
Ansal University

Address for service of notices: -

AUG:

Ansal University Gurugram Golf Course Road, Sector – 55 Gurugram, Haryana – 122 003 (India)

Manthan Eye Healthcare Foundation

For Manthan Eye Healthcare Foundation

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Witnesses:

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for Ansal University, Gurugram

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Sushant School Of Health Sciences
Ansal University





### हरियाणा HARYANA

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### **AGREEMENT**

THIS AGREEMENT (the "Agreement") is made at Gurgaon on 23 April 2019 and shall be effective from April 15, 2019

### BY AND BETWEEN:

M/s. Ansal University (AU), Gurgaon, Haryana, a university established under section 2(f) of the University Grant Commission (UGC) Act, 1956, by the Government of Haryana through its Haryana Private Universities Act, 2006 (Haryana Act No. 32 of 2006) and the Haryana Private Universities amendment Act, 2012 (Haryana Act No. 16) locate at sector 55 Golf Course road, Gurgaon 122003, represented through its authorized representative Col. Rajeev Chauhan, Registrar, Ansal University, (hereinafter referred to as the "University/ AU/ First Party", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its permitted assigns and administrators, as applicable) of the First Part

**AND** 

THE REAL PROPERTY.

M/s YUVA Healthcare Skilling Pvt. Ltd. (hereinafter referred to as "YUVA Healthcare/ YUVA/Second Party" which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its holding, subsidiary, group companies and affiliates and assigns) of the Second Part.

ool of Health Sciences

Ansal University

YUVA Healthcare is an advanced skilling institute and has a trade mark of Immersive Learning<sup>TM</sup> which strives to elevate the quality of healthcare delivery by providing requisite skills to the Allied Health and Nursing professionals in the state-of-the-art medical simulation Centre<sup>TM</sup>, making them ready for the work place.

YUVA Healthcare is engaged in the business of Healthcare Skilling & Training services. It has established state of the art Simulation Centre<sup>TM</sup> with Simulation Laboratory, Operating Room and Intensive Care Unit, to impart the highest standard of medical training and Immersive learning<sup>TM</sup>.

(The University and YUVA Healthcare shall hereinafter individually be referred to as a "Party" and collectively as the "Parties".)

### WHEREAS

- A. M/s. Ansal University (AU), Gurgaon, Haryana, is an university established under section 2(f) of the University Grant Commission (UGC) Act, 1956, by the Government of Haryana through its Haryana Private Universities Act, 2006 (Haryana Act No. 32 of 2006) and the Haryana Private Universities amendment Act, 2012 (Haryana Act No. 16) and offering various health and allied health education and other professional courses and programmes.
- B. YUVA HEALTHCARE has represented that it is a leading Healthcare education company which focuses on skill and competencies.
- C. The Parties are desirous of entering into an agreement whereby YUVA HEALTHCARE would provide its expertise, as detailed in this Agreement for the courses offered by University in its Campus as per Annexure A-1 located at Gurgaon (hereinafter referred to as "Campus").
- D. The Parties now wish to reduce their understanding into writing and this Agreement sets forth the terms and conditions of the understanding between the Parties.
- E. This Agreement supersedes all the previous discussions/ agreements between the Parties in respect of the subject matter hereinafter contained.

NOW THEREFORE, IN THE LIGHT OF THE ABOVE AND IN CONSIDERATION OF MUTUAL COVENANTS EXCHANGED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

### 1. OBJECTIVE AND SCOPE OF THE AGREEMENT

The objective of this Agreement is to improve the quality of education imparted in the field of Allied Health Science programs named B.Sc Medical Radiology and Imaging Technology, B.Sc Medical Laboratory Technology, B.Sc Dialysis Technology, B.Sc Emergency Medical Care Technology, B.Sc Physician Associates and Assistants, B.Sc Operation Theatre Technology, B.Sc Dietician and Nutritionist.

Sushant School of Health Sciences
Ansal University

1.2 The objective of this Agreement is to specify the roles and responsibilities of both the Parties and terms and conditions with respect to YUVA HEALTHCARE providing its services to the Ansal University in facilitating the courses as per Annexure-A-1 to the students and hereinafter referred to as 'Programs'

### 2. ROLES AND RESPONSIBILITIES FOR BOTH THE PARTIES ARE LISTED BELOW:

### 2.1 ROLE OF YUVA HEALTH CARE

- a. It shall be the responsibility of YUVA HEALTHCARE to provide practical support to the University in delivery of the course curriculum as specified/approved by the board of studies /competent authority of the University.
- b. YUVA shall bear all costs related to deployment of Faculty/Experts (appointed as per qualifications and eligibility prescribed by UGC/ University) for practical /lab training in simulation setting, including visiting faculty for Lab or practical training.
- c. YUVA shall be responsible for the setting YUVA Immersive Lab<sup>TM</sup> in the campus that are Operation Theatre, Intensive Care Unit (with minimum of four beds/bassinet/trauma cart), Dialysis machine in Intensive Care Unit, X-ray simulator, Software for Computed Tomography Scan and Magnetic Resonance Imaging YUVA will also establish any other lab facility as may be required from time to time and/or expand the current lab facilities so that it is sufficient for the number of students.
- d. All costs related to the setup of simulation labs that are Operation Theatre, Intensive Care Unit, Dialysis machine in Intensive Care Unit, X-ray simulator, Software for Computed Tomography Scan and Magnetic Resonance Imaging shall be borne exclusively by YUVA Healthcare without any claims and/ or affecting University in any manner.
- e. YUVA Healthcare shall provide counselling support to University for admission of students as per requirement and as desired by the university, mutually agreed by both the parties during tenure of this agreement.
- f. In addition to the library books purchased by University, the library books pertaining to simulation shall be supplemented by YUVA Healthcare during tenure of this agreement as per course requirement.
- g. YUVA Healthcare shall be responsible for overall marketing and Admissions of Allied Health Sciences programmes.
- h. The Allied Health Science program will be co-branded and will be under the aegis of Ansal University in collaboration with YUVA Healthcare in print, all marketing collaterals, digital website etc.
- Placement has two parts, internship and final jobs for the students. It shall be YUVA HEALTHCARE responsibility to arrange suitable internship & final placement of student for which cost shall be borne by YUVA HEALTHCARE.

yuva healthcare shall endeavour to get CSR funding from the corporate for the underprivileged

students.

Sushant School of Health Sciences
Ansal University

k. YUVA shall establish international linkages/partnerships for all the above said courses of Allied Health Sciences program and help its graduated students to place internationally. Yuva shall nominate a member on the Board of Studies of the School of Health sciences

### 2.2 ROLE OF UNIVERSITY

- All statutory compliances with respect to UGC, Haryana Government, Department of higher education or any other education and regulatory body for example; Allied Health Science Professional Council by Government of India/Government of Haryana must be adhered by the Ansal university.
- University will provide the academic input for the running of the programme.
- The University will provide to YUVA HEALTHCARE Academic Coordinator /faculty / counsellor with seating arrangement, one Desktop and WIFI facilities. In the normal course of functioning, the university has no right to hire faculty/Marketing staff of YUVA HEALTHCARE till the validity of this contract other than in terms of this agreement, till expiry of contract/ Agreement.
- Ansal University shall employ all teaching faculty for theory classes including visiting faculty
- The amount that is being paid to the visiting faculty of YUVA will be charged from Ansal University and will be involved in the selection of the VF
- Students shall be admitted by the University as per the qualification specified for the course by the Academic Council of the Universities, as applicable. The process of admission will be that as specified by the Academic Council of the University as applicable.
- University shall be responsible for conducting the examination as specified by the board of Examiners / University as per University approved Regulations.
- h. In case any of the two parties name is utilized in Press/TV/Digital & any other media for advertisement/ press release communication to the students/faculty/Public at large then this shall be approved by the other party (whose name is being used).
- The degrees as per annexure will be provided by University in accordance with the procedure as laid down by UGC/ any other regulatory body of the University/state/centre/ any court. It will be the duty of University to ensure that such degrees are in compliance with the prevalent Laws / procedures.
- University will be responsible for providing class rooms/library access, IT support / computer lab access to students under this agreement and or any other infrastructural support which may be needed from time to time.

Scholarship policy of the University will be applicable to all students admitted under this MoU.

Sushant School of Health Sciences

Ansal University

- l. The fees for all courses shall be fixed by University and it will be at its sole discretion. The fee (all/any including admission and examination fee) so decided by the competent authority of the University shall be deposited in the account of the University only. The net fee received shall be distributed in the ratio of 60% to the university, 40% to YUVA Healthcare for B.Sc Medical Laboratory Technology course and for remaining courses that are B.Sc Medical Imaging Technology, B.Sc Operation Theatre Technology, B.Sc Dialysis Technology, B.Sc Emergency Medical Care Technology, the fee distribution will be in the ratio of 55% to the university and 45% to YUVA. The application fee and refundable security deposit will fully remain with the University.
- m. University shall be responsible for making the payment of YUVA share to YUVA by 7<sup>th</sup> of every month from the receipt of previous month.m.
- n. No terms and conditions of the account can be changed without approval of both parties in writing issued to the bank.
- o. University will provide lockable premises to YUVA. All the equipment of simulation Lab shall be the possession of YUVA. YUVA shall be responsible for the maintenance of all the equipment.

### 3.1 JOINT RESPONSIBILITIES OF ANSAL UNIVERSITY AND YUVA:

- a. All confidentially & non disclosures clause will apply to this agreement including those relating to hiring of staff of each other.
- b. The agreement will be valid for 10 years, starting from April 01, 2019 and shall cease to exist on March 31, 204 2029 unless extended on mutual agreed terms in writing.
- c. In next academic year (2020) B.Sc Operation Theatre, B.Sc Physician Assistant or any other course which will get started which shall be mutually decided and subject to the approval by the Government of Haryana.
- d. University and YUVA both are responsible for the development of curriculum and pedagogy

### 4. LIABILITY OF PARTIES UNDER G.S.T ACT'2017:

4.1 That Ansal University shall be raising Nil tax rated G.S.T invoices to its students for core education services offered by them which leads to grant of degree for courses offered by them as part of their curriculum duly recognised under the law for the time being in force. On receipt of the fees from students as the afore-said terms and conditions, the university shall be responsible for filing monthly/Annual return under the G.S.T Act for the time being in-force and get the Audit done at the

end of the financial year,

23/4/19

Sushant School Of Health Sciences
Ansal University

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- 4.2 That YUVA Healthcare shall be raising invoices to Ansal University, Gurgaon for academic support services offered by them to the university as per the terms and conditions of this agreement. These invoices for tax free or tax paid services shall state specifically the nature of services offered / goods supplied by them. On receipt of payment from Ansal University, YUVA Healthcare shall file monthly/ Annual return under the G.S.T Act along with tax (if applicable) for the time being in-force and get the Audit done at the end of the financial year.
- 4.3 That Ansal University will not be eligible to claim Input Tax credit under the G.S.T Act for tax paid for services provided by YUVA Healthcare, Faculty or visiting faculty, Canteen supplying food to students, transportation of students etc. and others persons or entities engaged by Ansal University in furtherance of this agreement.
- 4.4 That in the event of fastening of any additional tax+ interest+ penalty demand upon either party by the G.S.T department in connection with services exclusively offered by both the parties under this agreement, there shall be no joint liability to share the burden for payment of such additional demand. Liability to bear payment of taxes under the returns filed with the department or payment of differential tax determined after audit/assessment under the G.S.T Act, shall belong to each party separately and shall never be considered as joint liability under any circumstance whatsoever.
- 4.5 That any GST payable on payments made to YUVA Healthcare for the services provided by it under the ambit of this MoU shall be shared in the proportion of revenue shared between YUVA and Ansal University.

### 5. TERMINATION:

- a. Either party can terminate the MOU by serving a notice not later than 31 Oct of a year for the batch starting in the subsequent year (e.g. for batch starts in Aug 2025, notice by either party should be served not later than 31 Oct 2024). In case of termination of MOU, both parties will remain committed to existing students and will make sure the students successfully graduate their program.
- b. The contract is terminated, in any circumstances, YUVA, the legitimate owner of Simulation Lab<sup>TM</sup> shall take the charge of all equipment provided by YUVA and can move out all the equipment from the campus at its own (YUVA's) discretion.
- c. The court of Gurgaon shall have exclusive jurisdiction over any dispute arising from this agreement.
- d. In case of there being any dispute, this may be referred to an Arbitrator who would be appointed after mutual agreement and the arbitrator shall give his/her decision in accordance with Gurgaon Jurisdiction Ansal University and Yuva Healthcare shall not be allowed to partner with any of the partnering organization(s) where both have existing partnership and deals in same sphere.

Sushant School Of Health Sciences

**Ansal University** 

e. YUVA will not do tie-ups with any other university in Gurgaon district except from TISS (Tata Institute of social Sciences) for which YUVA is already working.

### 6. NOTICES:

6.1 Any notice or other information required by this Agreement to be given by a Party to the other Party may be given by hand or sent by first class pre-paid registered post through reputed courier service to the other Party at the following addresses: YUVA Healthcare Address: YUVA Healthcare, Plot-67, Second floor, Sector-46, Gurgaon-1220003.

University Address: Ansal University, Sector 55, Gurugram, Golf Course Road, Haryana

- 6.2 Any notice or other information given by registered post and/or courier shall be deemed to have been given on the 7th (seventh) day after the envelope containing the same was so posted or sent, and proof that the envelope containing any such notice or information was properly addressed pre-paid, registered and posted and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.
- 6.3 Any notice or other information sent by email / facsimile transmission or comparable means of communication shall be deemed to have been duly given on the next day after transmission provided a confirmation of such notice is sent by post as mentioned hereinabove.
- 6.4 Either Party may change its address by notifying in writing to the other Party about the change within 15 (fifteen) days of such a change.

### 7. INDEMNIFICATION:

7.1 Subject to the provisions of, and limitations contained in this Agreement, parties shall upon demand indemnify, hold harmless and defend other party and its respective directors, officers and employees from and against any claim, loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by any of the aforementioned indemnified persons arising out of or in connection with this Agreement, or arising out of non-compliance with any applicable law and rules or regulations related to its obligations under this Agreement or due to non-arising from any suit, action or proceeding by any third party against any of the indemnified persons, as a result of or in consequence of any act or omission of whatsoever nature of the University, its employees, representatives and staffs, including without prejudice to the generality of the foregoing, any complaint or loss or damage or claim for compensation arising out of the infringement of third party IPR or for providing incorrect or misleading content or for breach of its obligations by the and / or connected activity whether or not such act or the omission or accident or loss or damage was due

Sushant School Of Health Sciences

**Ansal University** 

to any negligence, want of care or any misconduct of the University, its employees, representatives, sub-contractors and staff.

7.2 This Clause shall survive any termination or expiration of this Agreement.

### 8. MISCELLANEOUS:

- 8.1 No addition or change in the terms of this Agreement shall be effective or binding on either of the Parties unless reduced to writing and executed by the duly authorized representative of each of the Party.
- 8.2 This Agreement and any Annexure/s hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement.
- 8.3 In the event any change in any law, or the passage of any law, rule or regulation affects, or in either Party's reasonable determination, may affect, either Party's performance or obligations under this Agreement, the Parties shall work together in good faith to amend this Agreement so as to minimize or eliminate, the impact of such Changes in Law on a Party's performance or obligations under this Agreement.
- 8.4 Both the Parties represent and warrant to the other Party that all the corporate or other actions or conditions required to be taken to authorize the execution including additions or changes to the terms of the agreement in future of this agreement, and to exercise its rights and perform its obligations under this Agreement have been duly taken and satisfied. Further the execution and performance of this Agreement will not violate any law. If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect.
- 8.5 This Agreement, including the Annexure, materials incorporated herein, constitutes the entire Agreement of the Parties and supersedes all previous oral or written negotiations, understanding, letter of intent and agreements relating to the subject matter hereof. There have been no representations or statements, oral or written, that have been relied on by any Party hereto except those expressly set forth herein.
- 8.6 A waiver of a breach of any provision to this Agreement will not constitute a waiver of any other breach. A delay or omission by either Party to exercise any right or power under this Agreement will not be construed to be a waiver thereof. Whenever possible, each provision of this Agreement, as well the Annexure shall be interpreted in such a manner as to be effective and valid under applicable law, order, code, rule or regulation, but if any provision, or Annexure is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or attached hereto.

Sushant School Of Health Sciences

Ansal University

### 9. CONFIDENTIALITY

9.1 Each party (the "Receiving Party") undertakes to keep and maintain any and all information received under this Agreement from the other party(the "Disclosing Party") in the strictest confidence ("Confidential Information") and not to disclose (directly or indirectly) such information to any third party (except to its personnel and to the extent such disclosure is necessary in the course of performance of services under this Agreement) or make copies ofor f any confidential information 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. All such information shall remain the sole and exclusive property of the Receiving Party and upon termination or expiry of this Agreement, the Receiving Party shall return or destroy such information to the reasonable satisfaction of the Disclosing Party.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives as of the date written herein below:

**Authorized Signatory** 

Name: Col. Rajive Chanhan S.

Designation: Registrar

Organization: Ansal University

Date:

Authorized Signatory

NAME:

Mr Gulshan Baweja

Designation: Founder and CEO

Organization: YUVA Healthcare Skilling

Pvt. Ltd.

Date:

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Sushant School Of Health Sciences
Ansal University

### Annexure-1

SR.NO	NAME OF COURSES	FEE STRUCTURE
1	B.Sc Medical Radiology and Imaging Technology	As per fee structure of the University
2	B.Sc Medical Laboratory Technology	As per fee structure of the University
3	B.Sc Dialysis Technology	As per fee structure of the University
4	B.Sc Emergency Medical Care Technology.	As per fee structure of the University
5	B.Sc Operation Theatre Technology ( year 2020)	As per fee structure of the University
6	B.Sc Physician Associates and Assistants (year 2020)	As per fee structure of the University
7	B.Sc Dietician and Nutritionist (After discussion in year 2020)	As per fee structure of the University

For programmes at serial number 5, 6 and 7 university shall apply for approval of the Haryana Government to start these programmes in 2020 and the fee shall be decided by the university authorities. For programmes 1 to 4, the admission fees for 2019 shall be followed as per the university policy. The fees shall be annually reviewed and decided as per the policies of Ansal University.

Fee structure for 2019 batch is attached

Sushant School of Health Sciences **Ansal University** 

# SUSHANT SCHOOL OF HEALTH SCIENCES

# ANNUAL FEE STRUCTURE FOR 4 YEARS OF B.Sc (MLT) (MRIT)(DT)(EMT) 2019-2023

FEE BREAK-UP	SEM-1	SEM-2	SEM-3	SEW-4	SEM-S	SEM-S SEM-6	CENA.7	CERA 9	Long
						2	CHAIN	OHIARING	Cares
Admission Charges (non-Refundable)	15,000	0	0	O	C	C	C	C	1 000
							)		
Refundable Security Deposit (one time)*	15,000	C	c	C	C	C	C	(	
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	72,500	22,500	25,000	25,000	27,500	27.500	С	C	150.000
Miscelaneous charges	10,000	10,000	10.000	000	0000		2 60		00000
AB & IT Charges	0	2200	7000	TO'OOO	20,01	מממיחד	2,000	5,000	70,000
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Examination Fee	5,000	000 5	2,000	000	000	200	200	1	200,00
Professional Development Coop		2006	2001	2,000	0000	2,000	2,000	2,000	40,000
i cicanolidi Developilletti rees	7,500	2,500	2,500	2,500	2.500	2.500	2.500	2 500	20.000
Hospital Industry Tranning	0	0	c	C			1		000,03
Alumni Fees			>	2	5	5	0	0	2
	0	0	0	0	0	C	C	2000	000
TOTAL FEES	29,060	49,060	51,560	51,560	54,060	54,060 54,060		15.000 20.000	1,5
1	128	128,120	103,120	20	108,120	120		000	374 360
FVANV STUDBOT WILL DAV BY 1500 A BOOK AND	The same of the same						1		2000

1. Every student will pay Rs. 1500/- as Brochure cost apart from the above mentioned First Semester Fees and it will go fully to AU. 108,120 103,120 128,120

2. Refundable Security Amount will also remain with AU and will not be shared,

ranticulars	Amount	Date of Payment
At the time of Admission	36,700	36,700 Immediate
First Semester Fee (Balance)	42.360	42.360 Within 10 days
Second Semester Fee	49,060	49.060 Dec.2019/ Jan2020
Third Semester Fee	51 560	51 560 June2020/ July 2020
Fourth Semester Fee	51 560	51 560 Dec 2020/ Ian 2021
Fifth Semester Fee	54.060	54.060 June 2021/IIIIv 2021
Sixth Semester Fee	54,060	54.060 Dec.2021/Jan 2022
Seventh Semester Fee	15,000	
		June 2022/ July 2022
Eighth Semester Fee	20,000	20,000 Dec.2022/ Jan 2023
Total	374,360	

and practical Training student will pay extra amount, That will differ from hospital to hospital.

\*After Deduction of security amount fees is Rs.3,59,360

Sushani School of Health Sciences Ansal University

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### SUSHANT SCHOOL OF HEALTH SCIENCES



### MEMORANDUM OF UNDERSTANDING (MoU)

### BETWEEN:

- (1) LONDON LEARNING CENTER (LLC), established by Pooja Talwar and Jackie Harland (from the UK) with the goal to identify and work with a child's individual and specific learning needs, and support their family in seeing their child reach their maximum potential and confidently develop and follow their ambitions. It has its office at F 7/11, Near Vasant Vihar Metro Station Gate No-4, Vasant Vihar, New Delhi-110067, India
- (2) Sushant School of Health Sciences (SSHS), constituent of Ansal University Gurgaon, a private university established under Haryana Private University Act 2006 and is situated in Sushant Lok II, Sector 55, Gurgaon, National Capital Region, Delhi, India. ("Ansal")

each, for the purposes of this MoU, "a party" and together "the parties".

### 1. Introduction

- 1.1. The parties have agreed to sign this MoU in order to express their intention, in principle, to enter discussions in good faith to facilitate and develop a meaningful and mutually beneficial relationship, and to explore and encourage the development of new opportunities for collaboration between the parties.
- 1.2. This MoU is not legally binding unless they enter into a definite agreement and this MoU is designed merely to inform and assist the parties' on-going discussions. Neither party wishes for this MoU to give rise to any binding commitment or legal obligation.
- 1.3. The parties rely on this MoU and enter the discussions at their own risk and neither will be liable to the other in the event that no further formal contract(s) is/are entered into. Each party shall bear its own costs in relation to any work undertaken or expenditure incurred under or in relation to this MoU.
- 2. Scope of discussions regarding potential collaborative opportunities
- 2.1. Building on provisional discussions to date, the MoU will facilitate further planning towards potential collaborations. These would be in the subject areas of psychology, life skills and employability and related areas. Potential forms of partnership include certificate and diploma programmes for young adults with special learning needs.
- 2.2. The details of any further collaborative opportunity will, if agreed, be recorded in a formal written agreement between the parties, specifying the legal, administrative and financial arrangements of the proposed collaborative provision. Neither party will have any obligations in relation to the provision of such collaborative opportunity until such an agreement is agreed and signed by duly authorized representatives of each party.

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Sushant School Of Health Science
Ansal University

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- 2.3. Each party undertakes to reveal to the other such dealings with other institutions or any material fact that may be reasonable expected to impinge on the development of the collaborative relationship established by this MoU.
- 3. Duration of this MoU
- 3.1. This MoU shall, once signed and dated by both Parties, take effect from the date of the final signature and run for a period of three academic years ending 31 March 2024, save where terminated earlier by either party under paragraph 3.2 or with the mutual written agreement of both parties.
- 3.2. Either party may terminate this MoU at any time without liability to the other or without assigning any reason on three months' prior written notice.
- 4. Confidentiality, Intellectual Property Rights and Announcements
- 4.1. Each party agrees to maintain full confidentiality of any information disclosed or made available by the other under this MoU. Neither party shall use or disclose the confidential information of the other except to the extent required to enable the performance of this MoU (any such use to be on a confidential basis) or as required by law and other relevant laws at India.
- 4.2. Each party agrees to respect the Intellectual Property Rights of the other party, however may use the name and logo for promotional purpose only related to their mutual understanding mentioned in this MoU and without affecting the interest of other party in any manner. No licenses of Intellectual Property Rights are granted under this MoU and all such rights are reserved to the owning party (and/or its licensors, if applicable).
- 4.3. Specific approval for any publicity relating to this MoU or the other party must be agreed in writing prior to deployment between the two parties.
- 4.4. In this paragraph 4: "confidential information" means any information disclosed by a party to another that has been designated in writing as confidential or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know how, personnel, students, customers, agents and suppliers of a party. "Intellectual Property Rights": means any intellectual property rights throughout the world, whether or not registered and whether or not registrable, including without limitation copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, design patents, registered design, trademarks (including business and brand names, domain names, devices and logos), goodwill and the rights to apply for any of the foregoing anywhere in the world.

Signed:

NAME: Pooja Talwar

POSITION: Co-Founder

**London Learning Centre** 

New Delhi

Date: 25/4/2019

Signed:

NAME: Col. Rajive Chauhan

POSITION: Registrar

Ansal University

Date:

Sushant School Of Health Sciences
Ansal University





### MEMORANDUM OF UNDERSTANDING 2 COOPERATION

This MOU is entered at Gurugram, Haryana, on 26th April, 2019 between

School of Hospitality Management, Ansal University, Gurugram, Haryana, through its Registrar/Authorized Signatory, (hereinafter referred to as which expression shall unless repugnant to the meaning or context hereof, be deemed to include its executors, administrators, its agents and permitted assigns), OF THE And

Caddie Hotels Pvt Ltd, New Delhi, doing business as "Pullman & Novotel- DIAL" through its Authorized Signatory, (hereinafter referred to as which expression shall unless repugnant to the meaning or context hereof, be deemed to include its executors, administrators, its agents and permitted assigns), OF THE OTHER PART.

Both parties having been in joint discussions and sharing common understanding, commitment, and the vision to enrich and engage with the local, regional and the global community at large.

Both parties appreciate the need for general non-binding partnership and collaboration, and exchange of ideas, in order to understand and absorb the international dimensions in an industry setting as well as trends in the higher education sector, especially in the domain of Hospitality and related areas.

For this purpose, the two intend to explore and work continuously in the following areas:

- Strengthen various aspects of the curriculum offered at School of Hospitality Management (SHM), Ansal University, Gurugram drawing from the rich industry expertise,
- Explore internship opportunities for students from School of Hospitality Management (SHM), Ansal University, Gurugram in the broad field of Hospitality and related areas,
- Support students from School of Hospitality Management (SHM), Ansal University, Gurugram through real time training at the Pullman & Novotel, New Delhi Aerocity.
- Provide career options to students from School of Hospitality Management (SHM), Ansal University Gurugram, who fulfill the aspirations of the emerging hospitality sector
- Collaborate on all areas that enhance student experience and increase their readiness from an industry perspective including Case Studies, Research, Live projects etc.
- Share resources at the Pullman & Novotel, New Delhi Aerocity for practical training and support, to students from School of Hospitality Management (SHM), Ansal University, Gurugram, as may be
- Identify continuous professional development opportunities for staff from Pullman & Novotel, New Delhi Aerocity at School of Hospitality Management (SHM), Ansal University, Gurugram.

School Of Hospitality Management Ansal University

Sector 55, Golf Course Road, Gurugram, Haryana 122003, India T. +9 -124-4750400/501 F. +91-124-4116411 W www.ansatuniversity.edu.in El Info@ansatuniversity.edu.in





This Memorandum of Understanding and Cooperation reflects the commitment of both School of Hospitality Management (SHM), Ansal University, Gurugram and Pullman & Novotel, New Delhi Aerocity, to develop a long and fruitful relationship between the industry and the academia. It is therefore understood and agreed that neither institution wishes to be legally bound by the Memorandum but may explore the possibility of entering into formal arrangements in the future in terms of mutual discussions.

The court jurisdiction for all intents will be at Gurugram, though the Memorandum implies no obligation including financial, on either institution/Party herein, and either side can pull out of the MOU at any time by giving a written intimation to the other party.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first here in above written.

Caddie Hotels Pvt Ltd

Sign:

Authorized Signatory Designation: 26/4/2019

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DIEVETES - TAIGHT & CULTURE

Ansal University, Gurugram

Sign: Kauhan

26/4/19

Name: Col N.S. Chaudan

Authorized Signatory Designation:

Date:

REALSTRAR ANSAL UNIVERSITY



anagement Ansal Unive Sector-55, Garugram





# MEMORANDUM OF UNDERSTANDING & COOPERATION

This MOU is entered at Gurugram, Harvana, on 26th April, 2019 between

School of Hospitality Management, Ansal University, Gurugram, Haryana, through its Registrar Authorized Signatory, (hereinafter referred to as which expression shall unless repugnant to the meaning or context hereof, be deemed to include its executors, administrators, its agents and permitted assigns), OF THE ONE PART.

And

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Both parties having been in joint discussions and sharing common understanding, commitment, and the vision to enrich and engage with the local, regional and the global community at large.

Both parties appreciate the need for general non-binding partnership and collaboration, and exchange of ideas, in order to understand and absorb the international dimensions in an industry setting as well as trends in the higher education sector, especially in the domain of Hospitality and related areas.

For this purpose, the two intend to explore and work continuously in the following areas:

Strengthen various aspects of the curriculum offered at School of Hospitality Management (SHM), Ansal University, Gurugram drawing from the rich industry expertise,

Explore internship opportunities for students from School of Hospitality Management (SHM), Ansal University, Gurugram in the broad field of Hospitality and related areas, Support students from School of Hospitality Management (SHM). Ansal University, Gurugram through real time training at the Pullman & Novotel, New Delhi Aerocity. Provide career options to students from School of Hospitality Management (SHM). Ansal University, Gurugram, who fulfill the aspirations of the emerging hospitality sector

School Of Hospitaling Hanagemen

Asset No. 2, Delhi Aerocity, GMR Hospitality District, Indira Gandhi International Airport, New Delhi – 110037
Tel : + 91 (11) 4608 0808 | Fax : + 91 (11) 4608 0808 | www.pullmanhoteis.com | www.novotet.com



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Collaborate on all areas that enhance student experience and increase their readiness from an industry perspective including Case Studies, Research, Live projects etc. Share resources at the Pullman & Novotel, New Delhi Aerocity for practical training and support, to students from School of Hospitality Management (SHM), Ansal University, Gurugram, as may be required.

Identify continuous professional development opportunities for staff from Pullman & Novotel, New Delhi Aerocity at School of Hospitality Management (SHM), Ansal University, Gurugram.

This Memorandum of Understanding and Cooperation reflects the commitment of both School of Hospitality Management (SHM), Ansal University, Gurugram and Pullman & Novotel, New Delhi Aerocity, to develop a long and fruitful relationship between the industry and the academia. It is therefore understood and agreed that neither institution wishes to be legally bound by the Memorandum but may explore the possibility of entering into formal arrangements in the future in terms of mutual discussions.

The court jurisdiction for all intents will be at Gurugram, though the Memorandum implies no obligation including financial, on either institution/Party herein, and either side can pull out of the MOU at any time by giving a written intimation to the other party.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first here in above written.

Caddie Hotel Pvt Ltd

Srinivas Rao

Director of Talent & Culture

25th April 2019

Ansal University, Gurgaon

Sign: Landau
26/4/19
Name: Col R.S. Chanhan

Authorized Signatory Designation

Date:

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othi Aspecity & Novotel New Delhi Aerocity Asset No. 2, Delhi Aerocity, di Calify District, Indira Gandhi International Airport, New Delhi - 110037 Tel: + 91 (11) 4608 0808 | Fax: + 91 (11) 4608 0808 | www.pullmanhotels.com | www.novotel.com

## AGREEMENT

1. This Agreement is made on this 11th day of May 2019, by and between:

## Party A

Organisation Name	Mission Vriskha Foundation				
Address	3 - Guru Nanak Market, Lajpat Nagar IV, Dr Choturam Ram Gidwani Marg, National Park, Lajpat Nagar, New Delhi, Delhi 110024				
Telephone	(Mobile) +91-9899555822				

## Party B

<b>Organisation Name</b>	School of Law, Ansal University			
Address	Golf Course Road, Huda, Sushant Lok 2, Sector 55, Gurugram, Haryana 122003			
Telephone	+91-124-4750400, 501			

MISSION VRIKSHA FOUNDATION, is incorporated under [Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rule, 2014] having CIN - U85100DL2018NPL342133. Registered Address - A-90, TOP FLOOR, AMAR COLONY LAJPAT NAGAR-4, NEW DELHI-110024. (Hereinafter referred to as "NIF" which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in office and assigns) of the FIRST PART AND;

School of Law, Ansal University, an educational institute registered under the Haryana Private University Act, 2006, having its office at Sector 55 Gurgaon (referred to as "Ansal University" which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in office and assigns) of the SECOND PART.

## 2. WHEREAS:

- a) The parties in furtherance of common objectives are desirous of working together for activities related to Plantation, Environmental research, training & sharing of knowledge.
- b) Both the parties agree to run a full fledge "MISSION VRIKSHA" campaign in order to make people aware of environmental issues.

c) Both the parties are agreeable to the students exchange for internship and voluntary work

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## 3. NOW THIS Agreement WITNESSES AS UNDER:

- a) That the purpose of this Agreement is to determine the roles and responsibilities of the TWO parties.
- b) In this venture, MISSION VRIKSHA FOUNDATION will be responsible for:
- (i) Sharing expertise and knowledge on Plantation Drive & Environmental issues of "MISSION VRIKSHA Foundation"
- (ii) This Campaign will touch millions of people in order to make them aware about the environmental concerns.
- (iii) This campaign will be touching MNC Heads, Government Officers and social influencers in order to boost its impact over millions of people.
- c) In this venture, Ansal University will be responsible for the following tasks:
- (i) Ansal University will provide student volunteers for the purpose who are concerned about the cause and ready to sensitize the others for this noble action.
- (ii) Student volunteers will be involved in on ground field activities like Raahgiri Day and other corporate events.
- (iii) Student volunteers will be working over social media with our team.

## 4. Scope of the partnership

The broad objectives of this alliance: To sensitize the every class of society in order to protect the plantation and environmental issues.

## 5. Recognition

- a) Both parties shall acknowledge the contribution and display the project on each other's websites as partnership project.
- b) Both parties can promote this association through different media activities to attract goodwill.
- c) Both parties may use their logos in their branding strategies

## 6. Project review and decision making

Periodic joint review of the challenges and opportunities shall be carried out to smoothen the implementation. Both the parties will keep each other informed on the progress.

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7. BREACHES

- a) Both the parties shall make efforts to avoid the breach of mutually agreed terms and conditions.
- b) Disclosure of confidential information shall be considered to be a breach
- c) In case of any breach, both the parties will make sincere efforts to resolve the dispute through direct negotiation.

## 8. Terms of MOU

The MOU will initially remain valid for a period of one year from the date of execution. This may be extended further after mutual agreement of both parties.

Each party agrees that during and after the term, it shall hold in strict confidence all confidential information furnished by the other Party

## 9. Notice of Termination of Agreement

- a) Either Party by giving one month's notice in writing to the other party may terminate this Agreement before its expiry.
- b) Both Parties shall also have the right to terminate the agreement without prior notice if
  - (i) there occurs a breach of any terms of this Agreement which remains uncured for a period of fifteen (15) days after being notified in writing to the other Party;
- (ii) Either Party commits any act or omission which harms the reputation of the other party
- (iii) Either party acts in a manner prejudicial to the interest of the other and affected party shall be the sole judge in this regards.
- 10. <u>Dispute Resolution</u>: In the event of any unresolved dispute or difference of any nature whatsoever between the Parties arise out of this Agreement, it will be referred to single arbitrator, to be appointed by both Parties and the decision thereof shall be final and binding upon the Parties. The arbitration proceedings shall be conducted in New Delhi in English language and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and enactments / modifications, if any, thereof.
- 11. Governing Laws and Jurisdiction: This Agreement shall be governed and construed in accordance with the Indian laws and subject to the exclusive jurisdiction of competent courts at New Delhi.

## 12. CODE OF PRACTICE

The Foundation expects all of its activities to be conducted lawfully and consistent with the highest ethical standards, with each of its representatives and partners acting with personal

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integrity as well as coming forward and raising concerns should they become aware of any questionable activity involving the Foundation generally

Society

The Foundation aims to conduct activities in a socially responsible manner with due regard for the beneficiaries needs and preferences and observing the laws of the country.

Personal Conduct

Mission Vriksha Foundation is committed to integrity and ethical conduct. Paramount to its commitment is continued validation and support of the highest ethical standards of equity, fairness, and confidentiality. Bribery of any form is unacceptable. The Foundation expects honesty, openness and courtesy from all representatives and partners in their dealing.

Inclusion and Diversity

Mission Vriksha Foundation respects differences and embrace diversity, inclusion is fostered in the organizational practices in order to welcome new ideas and creativity that benefit our people and the communities in which the organization lives and work.

Accountability

Mission Vriksha Foundation is committed to provide quality services, while protecting its beneficiaries and stakeholders through strong governance practices

In the light of agreement to sign a MOU between both parties, it is expected that the associated partner will adhere to the above mentioned code of practice of Mission Vriksha Foundation.

### 13. IN WITNESS WHERE

OF the Parties have by duly authorized representatives Mission Vriksha Foundation their respective hands and seal on the date first above written in the presence of:

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Signed by:

nd or behalf of Mission Vriksha Foundation (FIRST PARTY) Signed by:

For and on behalf of

School of Law, Ansal University (SECOND PARTY)

Date:

Witness:

Witness:



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## Letter of Intent - Joint IoT/AI Lab

Ansal University, ThingiFy Private Limited and IoT-NCR open community jointly agree to setup a Digital Technology Laboratory for Internet of Things at premises of Ansal University. It is mutually decided that the Lab will be launched on May 31st, 2019. The detailed MoU will be worked out over the period of two months and formally signed later.

The purpose of engagement is to enable like-minded IoT or AI enthusiasts conduct workshops/talks, collaborate on IoT projects, share resources, collaborate on open projects and build solutions.

For ThingiFy Pvt Ltd.

Rishi Gargi (Founder)

For IoT-NCR

they.

Vinay Solanki (Founder)

Date: May 31st, 2019

For Ansal University Gurgaon

Place: Gurgaon, HR

Bond



## Indian-Non Judicial Stamp Haryana Government



Date:09/04/2019

Certificate No. G0l2019D889

GRN No.

46087232



Stamp Duty Paid : ₹ 101

Penalty :₹ 0 (Rs. Zero Only)

Deponent

Name: Xebia it Architects India pvt Itd

H.No/Floor: Na

Phone:

Sector/Ward: 59

City/Village : Gurugram

District : Gurugram

Landmark: Na

State: Haryana

Purpose: AGREEMENT to be submitted at Concerned office

## <u>AGREEMENT</u>

This Agreement is executed at Gurugram, Haryana on this 12 day of April '2019 ("Effective Date"),

By and Between;

M/s Xebia IT Architects India Private Limited a company incorporated under the provision of Companies Act, 1956 having its registered office

411, 4th Floor, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi -110001 represented through its authorized representative Shri Anand Sahay duly authorized vide Board Resolution in this regard (hereinafter referred to as "Xebia/ First Party" which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns) through Xebia, authorized to sign such agreements on behalf of M/s Xebia IT Architects India Private Limited of the FIRST PART

## AND

M/s. ANSAL University a university established under section 2(f) of the University Grant Commission (UGC) Act, 1956, by the Government of Haryana through its Haryana Private Universities Act, 2006 (Haryana Act No. 32 of 2006) and the Haryana Private Universities amendment Act, 2012 (Haryana Act No. 16) locate at sector 55 Golf Course road, Gurgaon 122003, represented through its Registrar, Col. Rajive Chauhan (hereinafter referred to as "ANSAL/ Second Party/ AU" which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns), of the SECOND PART.

"Parties" shall collectively mean ANSAL and Xebia and "Party" means each of ANSAL and Xebia individually.

WHEREAS, ANSAL and Xebia have agreed to jointly launch certain new specializations in Computer Science and Engineering (CSE) programs wherein Xebia will act as industry academic partner for AU to redesign the curriculum for such CSE programs besides providing specific engagement in faculty training and student learning/development;

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**AND WHEREAS,** Xebia has approached AU in this regard and after due discussions between the parties, AU has agreed to engage Xebia as an Industry Academic Partner and Provider for curriculum support services as stated in this Agreement.

**NOW, THEREFORE,** in order to ensure that the Agreement between parties regarding the Industry Academic Relationship that is sought does not create any confusion or misunderstanding, the following items represent points mutually agreed to by the parties and has been mentioned and incorporated in this Agreement as under:

## 1. Basis of the Agreement

- 1.1 Xebia and ANSAL acknowledge the need for incorporation of emerging technologies and specializations in the Computer Science Engineering (CSE) programs in order to provide relevant education and knowledge to students pursuing career in computer science engineering. ANSAL and Xebia have identified certain new specializations to be incorporated in the B. Tech Computer Science Engineering programs offered by ANSAL.
- 1.2 The objective of this Agreement is to establish a roadmap for the successful execution and rollout of such new specializations under computer science engineering programs. Both ANSAL and Xebia are keen to collaborate in such a way that it shall benefit the students pursuing these new computer science engineering programs at ANSAL.
- 1.3 ANSAL shall rollout the following full time B Tech in Computer Science Engineering (CSE) programs in collaboration with Xebia.
  - B.Tech. (CSE) with Specialization in DevOps
- 1.4 Initially any one or two of these programs could be launched within the framework of this Agreement. However, in case both the parties intend to launch additional programs, including but not limited to Short term or online courses, the same need to be mutually approved and executed in writing vide an addendum to this Agreement which shall form the part and parcel of this Agreement binding on both the parties.
- 1.5 The above two programs are intended to be launched in Academic year 2019-20.

## 2. Roles and Responsibilities

The roles and responsibilities of the parties in connection with this Agreement are described below: -

## 2.1 Xebia's Responsibilities

- 2.1.1 The curriculum and courseware for specific course modules of the above-mentioned programs shall be developed by Xebia at its own costs and expenses through designated subject matter experts and shall be made available to ANSAL.
- 2.1.2 Xebia shall be responsible to train the selected faculty of ANSAL on the curriculum and courseware so developed under the "Train the Trainer" (T3) methodology either at ANSAL campus, a mutually acceptable convenient venue and/or Live Virtual Classroom. Duration of these T3 sessions will be as per actual course credit hours with 3-5 days sessions every subject. Each of the sessions will be followed by a faculty capability assessment to be conducted by Xebia.

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- 2.1.3 T3 sessions will be conducted by Xebia prior to the start of every semester and Xebia shall provide annual calendar of T3 sessions to be conducted for ANSAL faculty in consultation with ANSAL management. The dates for the T3 sessions will be 6 weeks in advance for Xebia and ANSAL to plan the instructors and participants respectively.
- 2.1.4 Every student, who have enrolled for the program will be provided with a soft copy for courseware in media friendly format. ANSAL will be responsible for protecting the Xebia copyright for the content made available as a part of this agreement by way of extracting, printing or re-printing with permission (either part or whole) or copying anything from the Xebia-provided curriculum with intention to misuse. Printed copies of the courseware can be made available to ANSAL faculty and students upon specific request and additional commercials.
- 2.1.5 Both the parties shall designate one Program Manager/Nodal Officer each, as the single point of contact from Xebia and ANSAL under this agreement.
- 2.1.6 Xebia shall promote these programs within the Xebia client and partner network for placement assistance and opportunities for ANSAL students enrolled into Xebia programs only with a bonafide intension.
- 2.1.7 Xebia shall facilitate and sponsor internship for students in each cohort/group who are eligible for internship within Xebia or its client and partner network.
- 2.1.8 Both the parties permit each other to use its brand logo for promotional and other activities incidental to these programs.
- 2.1.9 Faculty development and on-going program support.
- 2.1.10 Participate in admission counselling and other marketing activities to assist ANSAL in the promotion of Xebia programs.
- 2.1.11 Hackathon Support for Xebia Programs
- 2.1.12 Industry Visit support and knowledge exchange programs for the students.
- 2.1.13 Professional Slack Networking tool from Xebia for ready-access to Xebia experts
- 2.1.14 Technical Webinars for students with Xebia experts including various access to Xebia content
- 2.1.15 Industry Tech-Talks/workshop and Seminars by Xebia experts every semester

2.1.16 Final assessment and Xebia certification on successful clearing the program. Additional weightage for students who are eligible, while looking for Job within Xebia or its partner companies.

2.1.17 Digital Badges for certified students.

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#### 3.1 ANSAL's Responsibilities

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- 3.1.1 ANSAL will be responsible for determining the fees for the programs, number of students to be enrolled under these programs, award of degrees on successful completion of the program besides taking all regulatory and other approvals for launch of these programs at ANSAL.
- 3.1.2 ANSAL to select and nominate faculty for the centralized orientation workshops on Xebia technologies under T3 program.
- 3.1.3 Ansal and Xebia agrees to start the course with Ten (10) students each year to run the program in that academic year. In case lesser than 10 students enroll in the program in the first year then Xebia & Ansal University will mutual decide and agree upon whether to execute the program or not. This decision will be made in the best interest to work together and have a win-win for both parties. Per participant student fee mentioned in the Annexure 1 will be applicable for each student enroll into the program.
- 3.1.4 ANSAL to provide the detailed academic session plans to Xebia at least 8 weeks prior to start of the academic session.
- 3.1.5 ANSAL to promote & develop marketing collaterals and enroll the students under the programs.
- 3.1.6 ANSAL to share the student enrollment along with their email IDs data with Xebia within 30 days of the start of semester.
- 3.1.7 ANSAL to award degrees to students upon successful completion of the program. The transcripts to carry the following line "This B.Tech Computer Science Program is being offered by ANSAL in collaboration with Xebia".
- 3.1.8 ANSAL to nominate Designated Project Coordinator
- 3.1.9 ANSAL to provide regular feedback to Xebia on curriculum improvement based on feedback from faculty and students.
- 3.1.10 ANSAL to publish approved curriculum as part of ANSAL programs to be launched in industry academic collaboration with Xebia.
- 3.1.11 ANSAL will take care of all boarding, lodging and transfers to & from the Airport for any of the visiting Xebia team, faculty and industry SMEs at ANSAL campus. The stay should be in a comfortable, decently furnished guest house or hotel near ANSAL campus. All local transport of the Xebia faculty and SMEs will be borne by ANSAL.

### 4. Program Administration Process

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4.1 **Joint Coordination Committee:** To coordinate the execution of the activities agreed under this Agreement, ANSAL and Xebia shall constitute a Joint Co-ordination Committee (hereinafter referred to as "JCC") who seemed bers and roles will be as listed under Class 4.2.

4.2 The Vice-Chancellor of ANSAL or project of the Chairperson, two representatives from ansal who shall be Convene of the

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Committee. Convener of the committee may recommend changes in the membership from time to time in consultation with the nominating parties and the same shall be approved by the Vice Chancellor, ANSAL.

- 4.3 The JCC meeting shall have due representation from both ANSAL and Xebia to take decisions related to this Agreement.
- 4.3 The JCC shall make recommendations on program curriculum, content and its delivery, for approval by the Vice Chancellor, ANSAL through the Academic Council of the University.
- 4.4 The JCC shall monitor and review the activities under this Agreement and recommend such actions or decisions with respect to any aspect regarding this Agreement for the purpose of removing any impediment, promoting the programs arising from this Agreement, approving the content and recommending changes therein.

#### 5. Deployment of Human Resources

- 5.1 ANSAL shall provide considerable academic support and sales/marketing resources to market and administer the programs offered under this Agreement.
- 5.2 Xebia shall provide adequate number of Xebia's internal and industry subject matter experts for curriculum development/update and interaction with students/faculty, program support and administration besides marketing resources to propagate the new programs.

#### 6. Commercial terms

- 6.1 ANSAL shall pay to Xebia fees as per the agreed commercials attached in the Annexure-1.
- 6.2 The commercials offered in Annexure-1 are only for the 2019-20 intake and applicable for the entire 4-year term of the program. All subsequent batches will be charged as per 6.3 below.
- 6.3 The Xebia fees will be increased on mutually agreed basis from new academic intake. However, the fee shall be payable for net enrollments in a semester (after withdrawals and subject to 10 students each year per course) and will be paid within 30 days of start of each semester (i.e. 15<sup>th</sup>Aug and 15<sup>th</sup>Jan). In case of nonpayment of dues, Xebia has the right to terminate the agreement without any notice period.
- 6.4 Per student per semester fees doesn't include any applicable taxes such as GST etc. If any authority imposes under this Agreement a duty, tax, levy, or fee, excluding those based on Xebia's net income, then ANSAL agrees to pay that amount as specified in an invoice, unless ANSAL supplies exemption documentation.
- 6.5 ANSAL shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to Xebia and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account, file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act. Further, ANSAL shall ensure that the Permanent Account Number ("PAN") of Xebia is quoted correctly in such quarterly TDS returns or any other document where the PAN of Xebia is required to be mentioned.

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#### 7. Term and Termination

- 7.1 This Agreement shall be initially valid for period of 10 academic year intakes ending on 30<sup>th</sup> June 2029 and terms for renewal of this agreement post 30<sup>th</sup> June 2029 shall be mutually discussed & agreed upon by 30<sup>th</sup> Jan 2029 in writing. In case the agreement is not renewed, students admitted till expiry of the agreement will be taught out till conclusion of their programs at a mutually revised rates per student per semester.
- 7.2 If at any time any party wishes to withdraw from this Agreement, it may do so with or without any cause by providing the other party with a one-year notice after minimum of 2 years of the first intake. This intention to terminate this agreement must be provided in writing. Notwithstanding such termination, all students admitted to these programs prior to such termination shall be taught out by both parties wherein each party would be bound to provide its services as enumerated in this Agreement. Xebia will continue to be paid for the services rendered to such students even after the notice of termination is provided.
- 7.3 In case of non-payment, Xebia has the right to terminate the agreement after giving one-month notice.

#### 8. Confidentiality

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- 8.1 The existence and substance of this Agreement and the provision of services contemplated hereby shall be kept confidential and shall not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto unless such disclosure is necessitated by due process of law. In all cases where disclosures are necessitated by law, the other party shall be kept duly informed of the same.
- 8.2 Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

## 8.2.1 Disclosure

Information shall be disclosed either:

- a) In writing;
- b) By delivery of items;
- c) By initiation of access to Information, such as may be in a data base; or
- d) By oral or visual presentation.
- 8.2.2 Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information shall be identified as confidential at the time of disclosure.

### 8.3 **Obligations**

The Recipient agrees to:

8.3.1 Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and UNIVER

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- 8.3.2 Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.
- 8.3.3 The Recipient may disclose Information to:

Its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and

Any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient shall have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient shall give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

## 8.4 Confidentiality Period

8.4.1 Without taking prior consent of other party, Information under this Agreement cannot be disclosed by either party during the tenure of this agreement and 1 year after the termination of this Agreement.

### 8.5 Exceptions to Obligations:

The Recipient may disclose, publish, disseminate, and use Information that is:

- 8.5.1 Already in its possession without obligation of confidentiality;
- 8.5.2 Developed independently;
- 8.5.3 Obtained from a source other than the Discloser without obligation of confidentiality;
- 8.5.4 Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 8.5.5 Disclosed by the Discloser to another without obligation of confidentiality.
- 8.5.6 The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

8.5.7 The Discloser shall not be liable for any damages arising out of the use of Information disclosed under this Agreement. Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled to the Discloser.

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- 8.5.8 The receipt of Information under this Agreement shall not in any way limit the Recipient from:
  - Providing to other products or services which may be competitive with products or services of the Discloser;
  - b. Providing products or services to others who compete with the Discloser; or
  - c. Assigning its employees in any way it may choose.

### 8.5.9 The Recipient shall:

- a. Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and
- b. Unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph shall survive the termination or expiration of this Agreement and the confidentiality period above and shall remain in effect for one year after the termination of agreement.

#### 9. Limitation of Liability

- 9.1 In the event of any breach of the terms of this Agreement, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party by way of written notice to rectify such breach within Thirty days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to terminate this Agreement for material breach.
- 9.2 A breach of any of the provisions contained in this Agreement may result in irreparable and continuing damage to ANSAL for which there may be no adequate remedy at law, and thus ANSAL shall be entitled to equitable or injunctive relief and/or a decree for specific performance (in addition to all other remedies which may be available to it at law), and such other relief as a court may deem just and proper.
- 9.3 A breach of any of the provisions contained in this Agreement may result in irreparable and continuing damage to Xebia for which there may be no adequate remedy at law, and thus Xebia shall be entitled to equitable or injunctive relief and/or a decree for specific performance (in addition to all other remedies which may be available to it at law), and such other relief as a court may deem just and proper.

## 10. Indemnification

10.1 Both parties have agreed to bear the equal responsibility for any third party claims, decrands, proceedings, prosecutions, or actions against the defaulting party; arising out of and as a result of any callous, negligent, deficient action or omission by the defaulting party and has

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undertaken to keep the aggrieved party indemnified against all losses and damages including expenses incurred by the aggrieved party while defending the claim (inclusive of legal expenses) in any court as a result of any such claim, demands, proceedings, prosecutions or actions. Besides this, Xebia warrants as:

- 10.1.1 Xebia is the sole developer and owner of the content supplied under this Agreement and it has rights in the use of the said content in any manner.
- 10.1.2 Xebia shall ensure the final material developed is adequately plagiarism free.

## 11. Publicity

- 11.1 Xebia agrees for allowing ANSAL to use its trademarks, trade names, services marks or other proprietary marks under this Agreement with due permission (electronic or printed) for any advertising, press releases, publicity or marketing collaterals without any prior consent of Xebia during the tenure of this Agreement.
- 11.2 ANSAL agrees for allowing Xebia to use its trademarks, trade names, services marks or other proprietary marks under this Agreement with due permission (electronic or printed) for any advertising, press releases, publicity or marketing collaterals without any prior consent of ANSAL during the tenure of this Agreement.

## 12. Governing Law

12.1 This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision. The Parties consent to the "exclusive" jurisdiction and venue in the courts of New Delhi.

## 13. Arbitration

13.1 Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred for Arbitration under Arbitration and Conciliation Act 1996 and its up to date amendment before a sole arbitrator to be appointed by a mutual agreement between the parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties. The seat of arbitration shall be New Delhi.

#### 14. General

14.1 This Agreement supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This Agreement cannot be modified except by a written agreement signed by the authorized representative of each of the ANSAL and Xebia IT Architects India Pvt. Ltd. Any reproduction of this Agreement by reliable means shall be considered an original of this document.

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14.2 Each party shall be responsible for is own expenses in connection with these

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Page 9 of 13

- 14.3 Each Party shall act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.
- 14.4 Neither of the parties may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other party. Any attempt to do so is void.
- 15. Time and Material rates —Consulting services provided with the prior approval of ANSAL will be charged at the additional time and material hourly rates that will be agreed separately with ANSAL. These rates apply to any services that are not described in this MOU, such as SME access for any custom course development, training programs for faculty & students, additional manpower for student-parent counselling, marketing and promotional events and conferences, etc.

#### 16. Notice

Any notice herein may be given if sent by hand delivery and written acknowledgement obtained thereof or by Registered A.D. to the afore-mentioned Program Manager/Nodal Officer of parties at their respective addresses / E-Mail Ids mentioned herein below and shall if so sent be deemed to be duly delivered. The parties agree to notify in writing any change of address in which case the notice under this clause shall be sent at the changed address;

## Program Manager/Nodal Officer For ANSAL:

Name: Dr. Latika Duhan

**Designation: Associate Dean SET** 

Address: Room No 302, 3rd Floor, D-Block, 55 Golf Course road, Gurgaon 122003

Email: latikaduhan@ansaluniversity.edu.in

## Program Manager/Nodal Officer For Xebia:

Name: Brijesh Kohli

Designation: Director of Xebia Academy

Address: Cyberscape, 4th Floor, Sector-59, Golf Qurse Extension Road, Gurugram,

Haryana-122005

Email: Brijesh.kohli@xebia.com

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18. Non-Solicitation of Employees: During the term of this Agreement and for a period of one year after the termination/ early determination/ expiry of this Agreement, Both Parties shall not, either directly or indirectly solicit or attempt to solicit, divert or hire away any person employed by the other Party.

Agreed to:

**ANSAL University** 

Authorized Signatory

Name: Col. Rajive Chauhan Designation: Registrar

Agreed to:

Xebia IT Architect India Private Limited

(Xebia)

Authorized Signatory

Name: Anand Sahay Designation: CEO

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### ANNEXURE - I

Number of					
Item	learners	Price (in INR)	Inclusions		
Courseware charges payable per learner per semester	0 - 30	INR 13,500+ Taxes	In case lesser than 10 students enrol in the first year then Xebia & Ansal University will mutual decide and agree upon whether to execute the program. This decision will be made in the best interest to work together and to have a win-win for both parties.		
Courseware charges payable per learner per semester	30 & above	INR 12,500 + Taxes			
Faculty Training (TTT) Session charges (per day	Upto 20	Included in the per participant fee	This price is valid for upto 20 faculty members per session. For any outstation trainers sta and local transportation will be arranged by Ansal University its university guest house or elsewhere with		
Printed copy of Student Course material (if requested)	1	INR 1,500	Student handbook and Lab guide included as standard.		
Printed copy of Instructor material (if requested)	1	INR 1,000	Only Instructor handbook as standard		

## Important notes:

Standard Courseware for each semester includes the following -

- ✓ Student Course e-book(s)
- ✓ Student Lab Guide(s),
- ✓ Instructor slide deck,
- ✓ Instructor handbook
- ✓ Mock Test MCQs

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- Student course material will be available in e-book format only. If specifically required, printed copies can be ordered from Xebia. Any unauthorized copies printed or reprinted will constitute breach of IP ownership rights of Xebia.
- 3 LMS-ready format of material will be provided. Any technical integration & development is not included scope. If requested by Ansal, such support with specific commercials will be provided and payable by the University.
- 4 Instructor slide deck is provided as a standard tool. Faculty members are free to use their own material in addition to the standard decks & reference material.
- All costs pertaining to local accommodation, food, airfare and airport transfers pertaining to courses delivery by Xebia trainers or other staff involved in supporting the delivery, Guest speakers for Tech Talks and other on-campus programs will be borne by Xebia.
- 6 All registered students -
  - ✓ Get access to professional Slack networking tool from Xebia for ready-access to Xebia experts.
  - ✓ Get access to technical talks and webinars by Xebia experts from around the world.
  - ✓ Get opportunities to participate in Hackathons organized by Xebia.
  - ✓ Are eligible to participate in remote / onsite internship opportunities with Xebia or its partner companies. This is subject to evaluation by Xebia/partners and not a guaranteed opportunity.
  - ✓ Optional: Students can pay and choose to certify on an industry-recognized 'Xebia certification' that would require demonstration of mastery based on theory and practical learnt and applied during the curriculum. It is NOT mandatory but carries additional weightage while looking for a job with Xebia or its partner organizations.
- Any taxes or levies chargeable on the above commercial offer will be extra and borne by the University. An 18% GST is applicable on all services offered by Xebia.
- 8 The IP for all Course material is solely owned by Xebia and any reprint or further circulation will require prior approval and commercial understanding between the University and Xebia.
- Mock tests for students can be conducted off-line (paper based) or online. Nominal extra charges are applicable if Xebia online assessment platform is used for conduct of these mock tests.

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Page 13 of 13

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## Indian-Non Judicial Stamp **Harvana Government**

Deponent



Date: 28/06/2019

Certificate No.

G0282019F696



Stamp Duty Paid: ₹ 101

GRN No

50525985



(Rs. Only)

Penalty:

₹ 0

(Rs. Zero Only)

Name:

Medanta Institute of education And recearch

H.No/Floor: E/18

Sector/Ward : 00

Landmark: Defence colony

City/Village: New delhi

District: New delhi

State: Delhi

Phone:

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Purpose: Agreement to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

#### **AGREEMENT**

This Agreement (the "Agreement") is made at Gurugram on 1st day of July, 2019

#### BY AND BETWEEN:

M/s. Ansal University (AU), Gurgaon, Haryana, a university established under section 2(f) of the University Grant Commission (UGC) Act. 1956. by the Government of Haryana through its Haryana Private Universities Act, 2006 (Haryana Act No. 32 of 2006) and the Haryana Private Universities Amendment Act, 2012 (Haryana Act No. 16) located at sector 55 Golf Course road, Gurgaon 122003, represented through its authorized representative Col. Rajeev Chauhan, Registrar, Ansal University, (hereinafter referred to as the "Ansal University (AU)", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its permitted assigns and administrators, as applicable) of the First Part

## AND

M/s. MEDANTA INSTITUTE OF EDUCATION AND RESEARCH, a trust incorporated under the Indian Trust Act 1882 having its registered office at E-18, Defense Colony, New Delhi -110924 represented through its authorized representative namely Shri Rahul Khare, duly authorized in this regard(hereinafter referred to as "MIER", which expression shall unless repugnant to the context or meaning thereof, mean and include its executors, administrators, successors and permitted assigns, o the SECOND PART.

Page 1 of 12

Of Health Sciences

University and MIER shall be hereinafter collectively referred to as "Parties" and individually as a "Party".

## WHEREAS:

- A. M/s. Ansal University (AU), Gurgaon, Haryana, is an university established under section 2(f) of the University Grant Commission (UGC) Act, 1956, by the Government of Haryana through its Haryana Private Universities Act, 2006 (Haryana Act No. 32 of 2006) and the Haryana Private Universities Amendment Act, 2012 (Haryana Act No. 16) and offering various medico education and other professional courses and programme.
- B. MIER is a trust established with the object of supporting and promoting educational and research activities. MIER has entered into an arrangement with Global Health Private Limited ("GHPL"), a company which owns and operates a world-class multi super specialty hospital and state of the art research facilities at Sector 38, Gurgaon, Haryana 122001 under the brand name "Medanta The Medicity" ("Medanta") for provision of such services as may be requested by MIER from time to time for its education and research activities.
- C. Ansal University (AU), and MIER have the common objective of developing well-trained and high quality human resources in the area of health Science and accordingly desire to collaborate for purpose of offering certain courses/ trainings/ internship programs to the students of Sushant School of Health Sciences terms and conditions as set out in this Agreement.

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

- 1. The Parties hereby agree to collaborate on the terms and the manner set out herein for the purpose of initiating and offering such clinical trainings/ courses/ internships, as may be mutually agreed between the Parties from time to time ("Internship Program") to the students of Ansal University (AU).
- 2. The objective of this Agreement is to improve the quality of education imparted in the field of Allied Health Science courses not limited to Dialysis Technology, Cardiovascular Technology, Medical Radiology and Imaging Technology, Medical Laboratory Technology, Emergency Medical Care Technology, Optometry, pharmacy, clinical research and Hospital Management.
- 3. All statutory compliances with respect to UGC, Haryana Government, Department of higher education or any other education and regulatory body for example; Allied Health Science Professional Council by Government of India/Government of Haryana shall be adhered by the Ansal university

4. Ansal University will provide the complete academic input for the running of the Internship Program.

5. Students shall be admitted by the University as per the qualification specified for the course by the Academic Council of the Universities, as applicable. The process of admission will be that as specified by the Academic Council of the University as applicable.

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Sushant Sondo Of Health Sciences
Ansal University

- 6. University shall be responsible for conducting the examination as specified by the board of Examiners / University as per University approved Regulations.
- Ansal University (AU), shall refer eligible/ suitable students for the Internship Program to MIER. However, MIER reserves the right to grant enrolment to such students into the Internship Program whom MIER deems appropriate. It is hereby clarified that no stipend shall be paid by MIER to the students for the Internship Program. No fee shall be charged by MIER for the Internship Program.
- 8. Ansal University (AU), shall be responsible for informing its students about the Internship Program and at its cost and expense, circulate brochures/ leaflets/ information material as may be required for spreading awareness about the Internship Program from time to time during the Term of this Agreement. It is hereby clarified that any and all content and the format used whether on the website or in the brochures, leaflets, placards, signboards, standees, tent cards, etc., must be approved by MIER prior to them being printed or circulated by Ansal University (AU).
- 9. Ansal University (AU), and MIER shall both endeavor and insist for regular attendance of its enrolled/ selected students during their Internship Program. It is hereby clarified that the students, while their enrolment in the MIER clinical /Internship Program, shall be under the direct joint supervision and control of Head of the Department (HOD), of the department they are interning in MIER and with internal (academic) supervisor at MIER.
- 10. Ansal University (AU) shall endeavor and insist on its students to maintain strict confidentiality of any and all information gathered by them or comes to their knowledge while at the premises of MIER/ Medanta during the duration of their Internship Program. AU shall further ensure that each of its enrolled student sign a separate confidentiality agreement with MIER (format attached as Annexure A) before its enrolment in the Internship Program.
- 11. Ansal University (AU), shall endeavor and insist on its students, at all times during the Term of this Agreement and while on the premises of MIER/ Medanta, to comply with the rules and regulations prescribed by MIER relating to including but not limited to the conduct of the students and not interfere with or obstruct the operations of MIER. Such students must maintain harmonious relations with the patients, their attendants/ visitors, employees and staff of MIER/Medanta. It is hereby clarified that MIER reserves the right to forthwith terminate the Internship Program or enrolment of any student, in the event of any misconduct/ illegal act of any enrolled student during the Term of this Agreement.
- 12. Ansal University (AU), shall develop the eligibility criterion for the students applying for the clinical training Internship Program (in consultation with MIER) and may conduct entrance examinations/ interview. Further, Ansal University (AU), shall be responsible for co-ordination and management of registration/ enrolment of the qualified students;
- 13. Ansal University (AU) shall be solely responsible for the acts and omissions of its students at all times, during the Term of this Agreement while their enrolment with MIER in the Internation Program and shall keep MIER/Medanta fully indemnified and harmless in this regard.

14. After the successful completion of the Internship Program the student shall submit the bound report to Ansal University (AU), and MIER duly signed by supervisors from Ansal University (AU) and MIER.

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Sushant School Of Health Sciences



- MIER shall issue/ provide a training/experience certificate to such students of Ansal University (AU) who have successfully completed the onsite clinical training in the Internship Program with MIER. Supervisor from MIER shall also submit the confidential evaluation report on the work of intern to his/her supervisor/Coordinator at Ansal University (AU) directly. Any publication produced by the work of intern during internship shall duly acknowledge MIER.
- 16. Both Parties shall conduct joint seminars, conferences, certificate courses from time to time with mutual agreement.

## 17. USAGE OF INTELLECTUAL PROPERTY

17.1 The intellectual property rights in the trade name/ trademark/ logo/ design/ any other intellectual property of either Party shall be the absolute property of such Party at all times and neither Party shall use the other Party's intellectual property either during the Term of this Agreement or after the expiry thereof without the prior written permission of the other party.

### 18. ANTI BRIBERY

- 18.1 Both parties state and agree that neither they have nor they will during the Term of this Agreement:
  - (a) violate applicable anti-bribery and sanctions laws and regulations;
  - (b) offer, promise, give or authorize the giving of any Bribe, rebate, payoff, influence payment, kickback or other unlawful payment including facilitation payments, to any Public Official in order to obtain or retain business, gain any unfair advantage or influence any act or decision of a Public Official in connection with this Agreement and/or the its business:
  - their or any of their affiliates, group companies, sub-contractors, agents, or representatives breaches this representation and/or is charged with or investigated in relation to or engages in any conduct that may constitute an offence under the Anti-Bribery or Sanctions Laws, then the other party shall have the right unilaterally to immediately terminate this Agreement or to take other appropriate action in accordance with the terms of this Agreement.
  - (d) They shall make their books and accounting records relating to their provision(s) of services to the other party and their subsidiaries available for inspection and/or auditing from time to time at such party's or its subsidiaries' request.

## 19. REPRESENTATIONS AND WARRANTIES

19.1 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.

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Page 4 of 12

Sushant School of Health Sciences
Ansal University

- including, without limitation, confidential relationships, patent, trade secrets, copyright rights and any other proprietary rights.
- 19.2 In addition, both parties, hereby represent and warrant that (i) they are in compliance with and shall continue to comply with all applicable state and national laws and have obtained and shall maintain during the Term of this Agreement any and all approvals and licenses as may be required for the purpose of undertaking the Internship Program.

#### 20. INDEMNITY

20.1 Ansal University (AU) hereby agree to indemnify, defend, hold harmless and keep indemnified. MIER 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 MIER arising out of (i) implementation of the Internship Program at Medanta/ MIER; (ii) claims made by the students; (iii) breach of confidentiality; (iv) breach of applicable laws; and (v) acts and omission of its students/Ansal University (AU).

#### 21. CONFIDENTIALITY

- 21.1 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.
- 21.2 The Receiving Party shall also ensure that its auditors, legal advisers, directors and employees (the "Permitted Recipients"):
  - (i) shall only be given access to any Confidential Information received from the Disclosing Party on a 'need to know' basis and solely for the purposes of this Agreement and not for their own benefit or for the benefit of a third party;
  - (ii) shall have been made aware of the requirements of confidentiality set out in this Agreement and such Permitted Recipients agree to comply with the said requirements;
  - (iii) shall not cause or permit the Confidential Information to be disclosed to any third party;
  - (iv) shall take all possible steps to safeguard the confidentiality of the Confidential Information, including, but not limited to, implementing security mechanism, notifying Disclosing Party of any suspected unauthorised disclosures and to do all things necessary. execute all documents and render all assistance reasonably required by the Disclosing Party in this regard; and
  - (v) shall return promptly any and all copies of such Confidential Information to the Disclosing Party at its request.

The Disclosing Party may require the Receiving Party to verify compliance with this provision.

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- 21.3 The provisions of this Clause shall not prevent either Party from disclosing any information where it can demonstrate and document that such information:-
  - (i) was in its possession (with full right to disclose) prior to receiving it from the Disclosing Party; or
  - (ii) is or subsequently comes into the public domain other than by breach of its obligations hereunder; or
  - (iii) is independently developed by the Receiving Party; or
  - (iv) was received from a third party who was free to divulge it; or
  - (v) 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.

## 22. TERMINATION AND CONSEQUENCES OF TERMINATION

- 22.1 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 in writing.
- 22.2 Either Party may terminate this Agreement by giving 30 (thirty) days prior written notice to the other Party without assigning any reason for the same.
- 22.3 Either Party may forthwith terminate this Agreement if:
  - (i) the other Party fails to perform its material obligations under this Agreement and such failure is not cured within 30 (thirty) days of receiving a written notice requiring it to be remedied; or
  - (ii) the other Party's acts or omissions bring disrepute to the terminating party and its goodwill in any manner; or
  - (iii) the other Party's management undergoes change;

without releasing either Party 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.

- 22.4 On expiry or earlier termination of this Agreement, within 1 (one) week from the date of expiry/termination:
  - (i) each Party shall hand over all Confidential Information in its possession belonging to other Party to the other Party;
  - (ii) cach Party shall continue to remain solely liable and responsible towards its liabilities accrued till the date of termination of this Agreement; and

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Sushant School Of Health Sciences

#### 23. GOVERNING LAW AND DISPUTE RESOLUTION

23.1 This Agreement shall be construed in accordance with and governed by the laws of India. The Parties will attempt in good faith to resolve any dispute or claim arising from, out of or relating to this Agreement through friendly negotiations. If the dispute is not resolved through friendly negotiation within a period 30 (thirty) days from the date of receipt of a written notice from a Party to other, such dispute shall be resolved by a sole arbitrator (jointly appointed by both Parties), through arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be New Delhi. The decision or award given by the sole arbitrator shall be final and binding on the Parties.

#### 24. MISCELLANEOUS

24.1 Notice: Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent (i) upon delivery when delivered by hand, (ii) 3 (three) days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking delivery, (iii) when transmitted, if sent by confirmed facsimile, or (iv) 14 (fourteen) days after the date sent, if sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To MIER:

Mr. Rahul Khare

Medanta Institute of Education and Research

C/o Medanta - The Medicity

Sector 38, Gurgaon, Haryana-122001

To ANSAL UNIVERSITY:

Col. Rajive Chauhan

Sector 55 Golf Course road.

Gurgaon 122003

No communication exchanged by, originated from, or received by either Parties shall bind either, or in any manner alter the terms of this agreement, and the rights and duties of the parties mentioned herein. Electronic mails that purport to state, aver, declare, or acknowledge anything other than information exchange, or procedural instructions and guidelines not specifically stated in this agreement shall be deemed void and invalid to such extend, and shall be read accordingly.

24.2 Each Party has hereby designated the following employees as 'Coordinators' for the purposes of acting as the sole point in 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 MIER:

Dr. Pooja Sharma

Senior Scientist

From ANSAL UNIVERSITY: Col. Rajive Chauhan

Registrar

24.3 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.

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ol Of Health Sciences

- 24.4 <u>Amendments</u>: This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.
- 24.5 <u>Waiver</u>: 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.
- 24.6 <u>Independent Rights</u>: 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.
- 24.7 <u>Severability</u>: 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.
- 24.8 <u>Relationship</u>: 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.
- 24.9 <u>Assignment</u>: Neither Party shall assign this Agreement or its rights and obligation hereunder without the prior written consent of the other Party.
- 24.10 <u>Counterparts</u>: This Agreement shall be executed in two (2) or more counterparts, all of which shall constitute one and the same agreement.
- 24.11 <u>Survival</u>: 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.

[Signature page to follow]

Sushant School Of Health Sciences
Ansal University

Page 8 of 12

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 Ansal University

SIGNED for and on behalf of Medanta Institute of **Education And Research** 

Signature

Signature

Position

Name

Position

Witness

Signature Quandhuy
Name Monica Chandhy
Position Director SHS.

Witness

Signature

Namisla Lakeng

Position

Sushant School Of Health Sciences Ansal University









(National Postal Commemorative Stamps)



## TERM SHEET BETWEEN ANSAL UNIVERSITY AND HEART CARE FOUNDATION OF INDIA

(The points below are not, nor should they be construed as, an attempt to define all of the terms and conditions of the transaction, nor are they intended to reflect specific phrasing in the documentation to be completed. They are intended only to outline the basic contours and essential elements of an agreement in principle around which a detailed and comprehensive legal documentation / definitive documents would be structured.)

- 1. FIRST PARTY: Ansal University established under the Haryana Private Universities Act, 2006 and recognized by University Grants Commission (UGC) having its office at Golf Course Road, Huda, Sushant Lok 2, Sector 55, Gurugram, Haryana 122003 through its Authorized Signatory Col. Rajive Chauhan, Registrar Ansal University.
- 2. **SECOND PARTY:** Heart Care Foundation of India, a registered Charitable Trust having its office at E-219, Greater Kailash, Part I, New Delhi through its Authorised Signatory Dr K.K Aggarwal, President.
- 3. TRANSACTION: This term sheet captures the proposed setting up a Centre of Excellence in the university campus of First Party and also for starting different courses relating to health in First Party University. First Party shall allocate a space in its University to Second Party for establishing Centre of Excellence. The possible areas of function of the said Centre of Excellence shall be following amongst others:

## i. Potential tie-up with UNESCO for Bio Ethics Course:

A certificate course can be started in this respect for all health professionals as post academic and continuing education program. We will have two UNESCO chairs one from each side for this and it will add value for all our SHS students and can be offered to all health professionals.

- ii. Upgradation and value addition of existing courses
- iii. <u>Develop new Short Term Courses and University based degree</u> course:

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## Helpline No: 9958771177

Only NGC to have two National Postal Commemorative Stamps & one State Postal Cancellation Stamp released on its events.

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Founders

Mrs Pushpa Chopra Dr (Col) K L Chopra Sh G L Sanghi

Chairman

Dr Deepak Chopra

President

## Dr K K Aggarwal

Recipient of Padma Shri Vishwa Hindi Samman, National Science Communication Award, Dr B C Roy National Award Gold Medalist

#### Head Office

A 344, Asiad Village, K P Thakkar Block New Delhi - 110049 Mobile: 9811090206 E-mail: emedinews@gmail.com

## Major Initiatives

- HCFI Sameer Malik Fund: An initiative to provide technical & financial support for patients in need of heart care interventions
- HCFI GPR 10; Training program for revival after sudden cardiac arrest
- HCFI Perfect Health Mela Mega community event which uses infotalment as a medium of raising health awareness.
- HCFI Heart 2 Heart. An initiative to raise Health awareness amongst the masses
- HCFI Legal Cell: (Equality, Justice & Equity)-To flight for Health rights
- HCFI Round Table for Health & Wellness (Building Consensus)
- Dr K K Aggarwal Charity for Health & Medical Research

Registered u/s 12A of the IT Act

Objectives and activities of the Trust are charitable within the meaning of section 2(15) of the IT Act, 1981

All Donations exempted under Section 80G of IT Act (1961)

FCRA Reg. No. 231850979











(National Postal Commemorative Stamps)

-2-

University Certified and special demand as Reskilling courses

- a. Some examples of these courses discussed were
  - · Health educator
  - Breeding checkers
  - · Multipurpose educator
- b. Possibilities of a degree course Physician assistants (PAs) are health care professionals who work with physicians to provide health care. Under the overall supervision of a physician PAs take histories, conduct physical examinations, order and interpret tests, diagnose and treat illnesses, counsel on preventive health care and may assist in surgery.
- c. Training of trainers
- d. CPR Certificate Course:
  - · CPR activity for School of Health Sciences and other AU students
  - · Practical training
  - After death: CPR, Choking
  - · First aid: All common emergencies
  - · Certificate will be issued by HCFI and AU
  - · Simulator lab to be set up in collaboration and can be offered as a Trans disciplinary course to all
- iv. Second Party shall help in Procurement, placement and internships of the students of First Party.
- **4. LOCK IN:** The agreement between the First Party and Second Party shall have the lock in period of 3 years from the date of the signing of the detailed and comprehensive agreement between the parties.

...Contd

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01/7/19

#### Helpline No: 9958771177

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Limca Book of Record Holder in CPR 10

Founders

Mrs Pushpa Chopra Dr (Col) K L Chopra Sh G L Sanghi

Chairman Dr Deepak Chopra

## President Dr K K Aggarwal

Recipient of Padma Shri, Vishwa Hindi Samman. National Science Communication Award. Dr B C Roy National Award Gold Medalist

#### **Head Office**

A 344. Asiad Village, K.P. Thakkar Block New Delhi - 110049 Mobile: 9811090208 E-mall emedinews@gmail.com

## Major Initiatives

- HCFI Sameer Malik Fund An initiative to provide technical & financial support for patients in need of heart care interventions.
- HCFI CPR 10: Training program for revival after sudden cardiac arrest
- HCFI Perfect Health Mela Mega community event which uses infotainment as a medium of raising health awareness.
- HCFI Heart 2 Heart. An initiative to raise Health awareness amongst the masses
- HCFi Legal Cell: (Equality, Justice & Equity) - To fight for Health rights
- HCFI Round Table for Health & Wellness (Building Consensus)
- Dr K K Aggarwal Charity for Health & Medical Research

Registered u/s 12A of the IT Act

Objectives and activities of the Trust are charitable within the meaning of section 2(15) of the IT Act, 1961

All Donations exempted under Section 80G of IT Act (1961)

FCRA Reg. No. 231650979











(National Postal Commemorative Stamps)

-3-

- 5. NON-COMPETE AND EXCLUSIVITY: Both the parties agree not to involve in any business which is in competition to the business of the present transaction at any time during the pendency of the agreement.
- 6. **CONFIDENTIALITY**: All the Parties hereby agree to keep all terms related to this agreement strictly confidential.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hand and seal this 1<sup>st</sup> July, 2019.

For Heart Care Foundation of India

molan

Dr. K.K Aggarwal
Designation : President

For Ansal University

Col. Rajive Chauhan

Designation: Registrar

Sushant School of Health Sciences
Ansal University

#### Helpline No: 9958771177

Only NGO to have two National Postal Commencorative Stamps & one State Postal Cancellation Stamp released on its events

Limca Book of Record Holder in CPR 10

Founders

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All Donations exempted under Section 80G of IT Act (1961)

FCRA Reg No 128 1060979





(Established under the Haryana Physite Universities Act, 2006)

# MEMORANDUM OF UNDERSTANDING & COOPERATION

This MOU is entered at Gurugram, Haryana, on 10/07/2019 between

School of Hospitality Management, Ansal University Gurugram, Haryana through its Registrar, (hereinafter referred to as which expression shall unless repugnant to the meaning or context hereof, be deemed to include its executors, administrators, its agents and permitted assigns), OF THE ONE PART.

#### And

Courtyard by Marriott Gurugram, Haryana legal entity of Sanya Hospitality Pvt. Ltd. through its Authorized Signatory, (hereinafter referred to as which expression shall unless repugnant to the meaning or context hereof, be deemed to include its executors, administrators, its agents and permitted assigns), OF THE OTHER PART.

Both parties having been in joint discussion and sharing common understanding, commitment and the vision to enrich & engage with the local, regional and the global community at large.

Both parties appreciate the need for general non-binding partnership, collaboration and exchange of ideas in order to understand and absorb the international dimensions of an industry setting as well as trends in the higher education sector, especially in the domain of Hospitality and related areas.

For this purpose, the two intend to explore and work continuously in the following areas:

- Strengthen various aspects of the curriculum offered at School of Hospitality Management (SHM),
   Ansal University Gurugram drawing from the rich industry expertise,
- Explore internship opportunities for students from School of Hospitality Management (SHM), Ansal
   University Gurugram in the broad field of Hospitality and related areas,
- Support students from School of Hospitality Management (SHM), Ansal University Gurugram through real time training at the Courtyard by Marriott Gurugram,
- Provide career options to students from School of Hospitality Management (SHM), Ansal University Gurugram, to fulfill the aspirations of the emerging hospitality sector,
- Collaborate on all areas that enhance student experience and increase their readiness from an industry
  perspective including case studies, research, live projects etc,
- Share resources at the Courtyard by Marriott Gurugram for practical training and support to students from School of Hospitality Management (SHM), Ansal University Gurugram as may be required,
- Identify continuous professional development opportunities for staff of Courtyard by Marriott Gurugram at School of Hospitality Management (SHM), Ansal University Gurugram.

1932

School of Hospitality Management

Sector 55. C

oad Strgaon, Haryana 122003, India T +91-124 4750400/501 F + W. voww.ansaluniversity.edu.in E. info@ansaluniversity.edu.in E. info@ansaluniversity.edu.in





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This Memorandum of Understanding and Cooperation reflects the commitment of School of Hospitality Management (SHM), Ansal University Gurugram and Courtyard by Marriott Gurugram to develop a long and fruitful relationship between the industry and the academia. It is therefore understood and agreed that neither institution wishes to be legally bound by the Memorandum but may explore the possibility of entering into formal arrangements in the future in terms of mutual discussions.

The court jurisdiction for all intents will be at Gurugram, though the Memorandum implies no obligation including financial, on either institution/Party herein, and either side can pull out of the MOU at any time by giving a written intimation to the other party.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first here in above written.

Courtyard by Marriott Gurugram

Sign:

Name: Mrs. Bhawna Verma

Authorized Signatory Designation: General Manager

Date: 10/07/2019

**Ansal University Gurugram** 

Sign: 10/7/19.

Name: Col. Rajive Chauhan

Authorized Signatory Designation: Registrar

Date: 10/07/2019

School of Hospitality Management Ansal University Sector-55, Gurugram

Sector 55, Golf Course (Corporal Maryone 122003, India T. +91-124-4750400/501 F. +91-124-4116411 W: www.ansaluniversity.edu.in E. info@ansaluniversity.edu.in

## MEMORANDUM OF UNDERSTANDING

## BETWEEN

## ANSAL UNIVERSITY, GURUGRAM

### AND

## JURIS LAW OFFICES

School of Law, Ansal University, A University Body Incorporated under Haryana private University act 2006, and having their Campus at, Golf Course Road, sector 55, Gurugram Haryana-122003, (hereinafter referred to as "University" or the "Ansal University" which expression shall mean and include its successors-in-business and permitted assigns), represented through it's Registrar Col. Rajive Chauhan who is duly authorised to signed and execute this MOU on behalf of Ansal University, hereinafter referred to as the First Party of the First Part.

#### And

Juris Law Offices, a company incorporated under the Companies Act 2013, having its principal place of business at 3C, 2<sup>nd</sup> Floor, AD-Block, Pitampura, New Delhi-110034, India, (hereinafter referred to as "Juris Law Offices" which shall mean and include its successors-in-business and permitted assigns), represented by its COO, Ms. Manvi Rajvanshy who is duly authorised to sign and execute this MOU on behalf of Juris law Offices, hereinafter referred to as the Second Party of the Second Part.

## Internation of the last of the

## **PURPOSE:**

## 1. Summer and Winter Internships:

To provide practical exposure to the students of School of Law in the form of exhaustive summer and winters internships for a period of 8 weeks and 4 weeks respectively by the Second Party, as Internships are imperative to fathom the pragmatic and experiential aspects of theoretical knowledge provided for in the classroom and textbooks. Internships act as a facilitator to naive law students in deciding their career path keeping in mind the field of law that fascinates them the most. These Internships would be in the month of June-July and December-January for a period of 8 weeks and 4 weeks when the semester is not running as per the Academic Calendar of the School of Law, Ansal University and

in accordance with Bar Council's Notification BCI:D:1478/2014 (LE)/Circular No. 5/2014.

- Students during their first year and at the end of the first year shall be interning with Oro Foundation.
- Pre-placement Offer: The above-mentioned internships would be provided to the students with the vision of providing them pre-placement offer.
- 3. Training Sessions: The practical training to the students shall be given from inception and Juris Law Offices shall develop separate practical training module for each semester according to the Substantive Subjects offered to the students as per the curriculum (from practical applicability orientation) varying from one day to three days training sessions and One Week for Procedural (Criminal and Civil separate).
- 4. Hosting Arbitration Proceedings: Ansal University shall whenever possible and with previous request made in writing atleast 7 days ahead with details of the parties to arbitration and the details of Arbitration Proceedings will be the venue of arbitration proceedings conducted by Juris Law Offices where the students can be a part of the proceedings and be of help in managing the proceedings. Students who are enrolled with the second party as full time interns (only of the University) shall be allowed to participate in the proceedings. Since arbitration is a highly private, in camera proceeding between the parties among arbitrator(s), the side reference to observe or participate in any manner shall not be allowed.
- 5. Industrial Mentor: The mentor-mentee program has been successful at the School level by the First Party. We propose to implement the same with respect to an Industrial Mentor keeping its success in mind. Each student has been allocated a mentor in the form of a Professor at the school level. The gap between academic and industrial knowledge or assistance can be bridged by allocating an Industrial Mentor to each student to be provided by the Second Party, who they can approach for advise, help and the mentor can give them work in the form of short assignments, a preferably work from home.

## FORMS OF CO-OPERATION:

Within such fields as are mutually acceptable for the Parties i.e. Ansal University, Gurugram and Juris Law Offices, the following forms of co-operation, amongst others, may be pursued hereunder:

Internship Opportunities at the end of every semester and Pre-placement Offers for the final year students

- Advocates as Mentors
- Advocate Training Programme
- Ansal University as the Venue for Arbitration Proceedings
- Joint teaching activities
- Joint research activities
- Workshops/Seminars/Training

# LEGAL RELATIONSHIP:

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall create any legal relationship between the Parties.

## PERIODIC REVIEW:

Periodic joint review of the challenges and opportunities shall be carried out to smoothen the implementation. Both the parties will keep each other informed on the progress.

## GOVERNING LAW AND DISPUTE RESOLUTION

This MOU shall be construed in accordance with and governed by the laws of India. The Parties will attempt in good faith to resolve any dispute or claim arising from, out of or relating to this MOU through friendly negotiations. If the dispute is not resolved through friendly negotiation within a period 30 (thirty) days from the date of receipt of a written notice from a Party to other, such dispute shall be resolved by a sole arbitrator (jointly appointed by both Parties), through arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and its amendment from time to time. The venue of such arbitration shall be Gurugram. The decision or award given by the sole arbitrator shall be final and binding on the Parties. Subject to Arbitration clause, if at all required the Jurisdiction of Courts of Gurugram, Haryana shall apply have jurisdiction to entertain any legal dispute arising out of this MOU.

# COMMENCEMENT, RENEWAL AND TERMINATION:

This MoU will be effective from the date of the acceptance in writing and will remain in force



until the time it is terminated by either parties thereto. Either Party may terminate this MoU by giving one-month notice in writing to the other Party. The existence of Women Entrepreneurship Cell shall not be affected in case this MoU is terminated by either party thereto. However Ansal University will be free of any commitments or encumbrances under the MoU

IN WITNESS WHEREOF the Parties have by duly authorized representatives, their respective hands and seal on the date first above written in the presence of:

Signed by:

Ms. Manvi Rajvanshy For and on behalf of Juris Law Offices (FIRST PARTY)

Date:

JURIS LAW OFFICES 3C, AD Block Pitampura Delhi-110034, (India) Signed by:

Col. Rajive Chauhan

For and on behalf of School of Law, Ansal University (SECOND PARTY)







#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### ANSAL UNIVERSITY, GURUGRAM

#### AND

#### WOMEN ENTREPRENEURS FOUNDATION

Ansal University, A University Body Incorporated under Haryana private University act 2006, and having their Campus at, Golf Course Road, sector 55, Gurugram, Haryana-122003, (hereinafter referred to as "University" or the "Ansal University" which expression shall mean and include its successors-in-business and permitted assigns), represented through it's Registrar Col. Rajive Chauhan who is duly authorised to sign and execute this MOU on behalf of Ansal University, hereinafter referred to as the First Party of the First Part.

#### And

Women Entrepreneurs Foundation, a company incorporated under the Companies Act 2013, having its principal place of business at 3C, 2nd Floor, AD-Block, Pitampura, New Delhi-110034, India, (hereinafter referred to as "Women Entrepreneurs Foundation" which shall mean and include its successors-in-business and permitted assigns), represented by its Founder Ms. Manvi Rajvanshy who is duly authorised to sign and execute this MOU on behalf of Women Entrepreneurs Foundation hereinafter referred to as the Second Party of the Second Part.

#### PURPOSE:

- 1. Establishment of Women Entrepreneurship Cell: To establish Women Entrepreneurship Cell at Ansal University in collaboration with Women Entrepreneurs Foundation.
- 2. Facilitator: To be the empowering agent in facilitating the development of the students of Ansal University in dynamic women entrepreneurs by strengthening their entrepreneurial capabilities and be a catalyst in propelling women towards their rightful



place in the society. This would also work as a roadmap to reduce unemployment amongst the youth and provide them a sustainable culture of entrepreneurship.

- 3. Role of Alumnus: To involve existing alumni who are women entrepreneurs and empanel them on the Board along with other women entrepreneurs who are gamechangers and have shattered the glass ceilings.
- 4. Workshops/Training/Seminars: To arrange workshops, training and seminars for the students to motivate them with success stories of women entrepreneurs, and help them build their brand or start on their own. The Second Party shall have to organize minimum of 4 such activities in an academic year with proper intimation in writing atleast 15 days in advance.

#### FORMS OF CO-OPERATION:

Within such fields as are mutually acceptable for the Parties i.e. Ansal University, Gurugram and Women Entrepreneurs Foundation, the following forms of co-operation, amongst others, may be pursued hereunder:

- Involving Students in organising any kind of interactive sessions in the form of Workshops/Seminars/Lectures/Conference
- Ansal University as the Venue for all the interactive sessions
- Joint Sessions and activities by both the parties

## LEGAL RELATIONSHIP:

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall create any legal relationship between the Parties.

## INDEMNITY

Both Parties hereby agree to indemnify, defend, hold harmless and keep indemnified, each other and their 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 both parties arising out of (i) implementation of the Program; (ii) claims made by the students; (iii) breach of confidentiality; (iv) breach of applicable laws; and (v) acts and omission of its students.

## CONFIDENTIALITY

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.

The Receiving Party shall also ensure that its auditors, legal advisers, directors and employees (the "Permitted Recipients"):

- shall only be given access to any Confidential Information received from the Disclosing Party on a 'need to know' basis and solely for the purposes of this MOU and not for their own benefit or for the benefit of a third party;
- (ii) shall have been made aware of the requirements of confidentiality set out in this MOU and such Permitted Recipients agree to comply with the said requirements;
- (iii) shall not cause or permit the Confidential Information to be disclosed to any third party;
- (iv) shall take all possible steps to safeguard the confidentiality of the Confidential Information, including, but not limited to, implementing security mechanism, notifying Disclosing Party of any suspected unauthorised disclosures and to do all things necessary, execute all documents and render all assistance reasonably required by the Disclosing Party in this regard; and
- (v) shall return promptly any and all copies of such Confidential Information to the Disclosing Party at its request.

The Disclosing Party may require the Receiving Party to verify compliance with this provision.

The provisions of this Clause shall not prevent either Party from disclosing any information where it can demonstrate and document that such information:-

- (i) was in its possession (with full right to disclose) prior to receiving it from the Disclosing Party; or
- (ii) is or subsequently comes into the public domain other than by breach of its obligations hereunder; or
- (iii) is independently developed by the Receiving Party; or
- (iv) was received from a third party who was free to divulge it; or
- (v) 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.

#### GOVERNING LAW AND DISPUTE RESOLUTION

This MOU shall be construed in accordance with and governed by the laws of India. The Parties will attempt in good faith to resolve any dispute or claim arising from, out of or relating to this MOU through friendly negotiations. If the dispute is not resolved through friendly negotiation within a period 30 (thirty) days from the date of receipt of a written notice from a Party to other, such dispute shall be resolved by a sole arbitrator (jointly appointed by both Parties), through arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and its amendment from time to time. The venue of such arbitration shall be Gurugram. The decision or award given by the sole arbitrator shall be final and binding on the Parties. Subject to Arbitration clause, if at all required the Jurisdiction of Courts of Gurugram, Haryana shall apply have jurisdiction to entertain any legal dispute arising out of this MOU.

## COMMENCEMENT, RENEWAL AND TERMINATION:

This MoU will be effective from the date of the acceptance in writing and will remain in force

until the time it is terminated by either parties thereto. Either Party may terminate this MoU by giving one-month notice in writing to the other Party. The existence of Women Entrepreneurship Cell shall not be affected in case this MoU is terminated by either party thereto. However Ansal University will be free of any commitments or encumbrances under the MoU.

IN WITNESS WHEREOF the Parties have by duly authorized representatives, their respective hands and seal on the date first above written in the presence of:

Signed b

Ms. Manvi Rajvapshy For and on behalf of

Women Entrepreneurs Foundation

(FIRST PARTY) NEUD

Date:

Signed by:

Col. Rajive Chauhan For and on behalf of

School of Law, Ansal University (SECOND

PARTY)

Bond



## **Indian-Non Judicial Stamp** Haryana Government



Date: 04/10/2019

Certificate No.

G0D2019J1869



Stamp Duty Paid: ₹ 101

GRN No.

58210330

(Rs. Only) Penalty: (Rs. Zero Only)

₹0

**Deponent** 

Name:

Ndcfs Foundation

H.No/Floor: B5/24

Sector/Ward: 00

Landmark: Safdarjung enclave

City/Village: New delhi

District: New delhi

State: Delhi

Phone:



Purpose: Agreement to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

#### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MoU) is entered and executed at \_\_\_\_\_on this 29th Day of September, 2019.

#### Between

Ansal University, Gurgaon, Haryana, a University established in governance with Section 2 (f) of the University Grant Commission (UGC) Act, 1956, by the Government of Haryana under Haryana Private Universities Act, 2006 (Haryana Act no. 32 of 2006 and the Haryana Private Universities Amendment Act, 2012 \*Haryana Act no. 16 located at Sector 55 Golf Course Road, Gurgaon 122003 (Haryana) (hereinafter referred to as 'AU / First Party', through its duly authorized signatory Col Rajive Chauhan, Registrar, Ansal University duly authorized vide Board Resolution dated 29th September, who has been duly empowered to execute the present Agreement, which expression shall unless repugnant to the context thereof, mean and include its successors-in-interest, appointees and permitted assignees) of the First Part;

#### And

NDCFS Foundation, a Company registered d under Section 8 of Companies Act 2013, having its registered office at B-5/24, Safdarjung Enclave, New Delhi-110029 through its authorized representative, Dr. Ritika Sachdev (hereinafter referred to as "CFS", which expression shall, unless repugnant to the context and meaning thereof, include the Companies having common directors and their various eye care Centres, faculties, management, successors and assigns) of the Second Part.

(AU and CFS are each referred to individually as a "Party" and collectively as "Parties".)

Page 1 of 5

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Suspan School Of Health Sciences **Ansal University** 

#### **PREAMBLE**

WHEREAS, Ansal University (AU) is located in the heart of Gurgaon, India's largest hub and fortune over 500 companies. It has seven schools offering programmes in architecture, Design, Law, Management, Hospitality, Engineering and Health Sciences.

AND WHEREAS CFS is a leading eye care service provider running and operating various state of the art eye Hospitals/Centres in different parts of India (hereinafter referred to as "CFS Centres")

AND WHEREAS CFS agrees with AU for imparting practical knowledge and training of their students (hereinafter referred as "Students") at various CFS Centres in the field of Ophthalmology as Interns or otherwise..

#### **PURPOSE**

AU and CFS have the common objective of developing well-trained and high quality human resources in the area of medical and allied sciences, especially in the field of Ophthalmology.

The objective of this MoU is to establish the commitment, responsibilities, and understanding between the two parties that will govern the planning and successful delivery of learning, teaching, research and student experience.

#### **RESPONSIBILITY AREAS**

- (a) AU shall be responsible for delivery of courses and conducting examinations and shall have all approvals, licenses and permissions from various statutory authorities with respect to their conduct and respective courses including the internship of its students at CFS.
- (b) All theory and contact classes shall be conducted by AU. AU shall be responsible for conduct of the course of students in accordance with statutory guidelines and CFS, as per requirement of AU, will provide for the training to students of Bachelors and Masters of Optometry for the duration of a minimum 6 months to 1 year. In some cases/courses, 3 month rotational postings can also be implemented
- (c) Involvement of AU students in any kind of research, invention, creation etc. done at CFS Centers shall belong mutually to AU and CFS.
- (d) AU would be responsible for the award of the degrees, diplomas and certificates as the case may be to the students and shall be solely responsible for the act of students undergoing training/internship with CFS.
- (e) CFS shall not be responsible in any manner for various facilities like transportation, accommodation etc of the respective students in any manner.
- (f) The practical and / or clinical and/or Internship training would be conducted at any of the CFS centres or with its associate/subsidiary companies located at various places in India. Allocation of the respective eye hospital/centre to students shall be in absolute discretion of CFS as per its internal requirements. They can be transferred to any eye centre during any time of their internship/training. In addition, CFS shall also send their qualified staff to Ansal University at mutually decided schedule and selected topics. AU will pay as per university norms per person for each visit to CFS.

Page 2 of 5

Sushant School Of Health Sciences
Ansal University

Warrans

- (g) It is understood by both the parties that providing internship by CFS doesn't in any way guarantee the job placements/successful completion of training to students in any manner.
- (h) If any specialized facilities to be provided to students of AU, CFS shall be adequately compensated for the same.
- (i) The content of training or internship shall be finalized by CFS in consultation with AU. In addition, both parties have agreed to add under another group some more courses which have a lot of demand, the spectrum of courses can be modified by mutual consent of the parties as & when required.
- (i) That AU shall inform and educate the Students regarding the disciplinary codes and conduct of various CFS Centres. Ansal University (AU) shall endeavor and insist on its students to maintain strict confidentiality of the information gathered by them or comes to their knowledge while at the premises of CFS duration of their internship. It is hereby clarified that CFS reserves the right to forthwith terminate the Internship Program or enrolment of any student, in the event of any misconduct/ illegal act of any enrolled student during the Term of this Agreement with intimation and in consultation with Ansal University (AU)
- (k) That CFS will provide infrastructure & faculties to the extent possible and training/ Internship to not more than 10 Students at a time (to be solely decided by CFS) for a period of upto 3 months and at the Centres as may be decided by CFS in its discretion and requirements. Each student shall carry his/her valid Identity cards issued by the AU.
- (I) That CFS shall not be liable to pay any compensation, emoluments, pays, perks of any kind to the Students for rendering Internship to them and there is no employer-employee relationship exists between Students & CFS.
- (m) That the Students shall be liable to comply strictly with various disciplinary codes, policies, guidelines and instructions as issued by CFS from time to time while undergoing Internship failing which the CFS has all rights to take disciplinary action (including termination of internship) as it may deems fit in consultation with AU. AU shall provide all cooperation and assistance in this regard.
- (n) The content, mode, method and extent of Internship shall be determined and applied by CFS in its discretion keeping in view of the standard medical practices & CFS shall not guarantee for the outcome of learning of various processes and procedures.

#### **IMPLEMENTATION**

- (a) Each party shall designate a Coordinator who shall be the nodal officer to oversee and facilitate the implementation of this MoU. The Coordinators so appointed by both the parties will be responsible for jointly executing the terms of agreement as well as to formulate curricula and modules for the various courses and for addressing all issues related to this collaboration. The two Coordinators will meet frequently in the beginning and then gradually structure the periodicity of the meetings as per the requirements and mutual agreement. In case of any deadlock the same shall be referred to the top authorized official of the both the parties or their duly authorized representatives, who will collectively decide on resolving the deadlock in a time bound manner.
- (b) The Coordinators will also periodically review, audit and evaluate the progress of the academic programs in general and the productivity of the individual courses in particular and give their recommendations with a view to work out improvements in operations, if any, are required.
- (c) If during the operation of the Agreement, circumstances arise which call for alteration / modification of this Agreement, the same shall be decided with the mutual consent of both the concerned parties.
- (d) While the MoU will not bind exclusivity to either party, if there are specific areas / programmes for which exclusivity would be essential, this can be mutually agreed upon and added to the MoU.

DURATION

Page 3 of 5

Sushant School Of Health Sciences

Mauraus

**Ansal University** 

The Agreement will come into effect on the date of signing and will be valid for 3 years. The MoU can be extended on mutual agreement at that time.

#### CONFIDENTIALITY

CFS and AU comprising of their Students shall keep the terms of this MoU, or any other information pecuniary or otherwise which comes to their knowledge during the period of Internship as well as any research, patents, student related data/information or information related to any procedures/methods strictly confidential. Any kind of research, invention, creation etc. by AU students at CFS Centers shall belong mutually to AU and CFS.

#### **TERMINATION**

Either Party may terminate this MoU by giving 1 month advance notice to the other party Thereby the terminating party will have to safeguard the interest of students on roll/ pursuing internship with CFS at that point of time.

#### INDEMNITY

Further, the CFS and AU entered into this MoU relying on the faith of the representations, declarations and warranties made by mutually and thus requires indemnification from from each other to the fullest extent against all losses, damages, costs, fees (including attorney's fee), penalties of any nature suffered or incurred on account of any default, representations, declarations, warranties and covenants of the both parties or any act, omission or negligence of Students of Au of Faculty/Staff of CFS or in respect of any matter in connection there with.

#### **DISPUTE RESOLUTION**

Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this MoU shall be decided on mutual and amicable consultation. If the parties are unable to reach a mutually acceptable and agreed settlement of the dispute then the same shall be referred to the arbitration of the sole arbitrator to be appointed by the mutual consent of both the parties in accordance with provisions of Arbitration and Conciliation Act, 1996 and its up to date amendment from time to time,. Award made in pursuance thereof shall be binding on both the parties. Language of Arbitration shall be English and venue shall be Gurugram and subject to Arbitration clause, the courts at Gurugram shall have exclusive jurisdiction.

#### **ENTIRE MoU**

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.

Signed on OIX

For Ansal University

**Authorized Signatory** 

For NDCFS Foundation Authorized Signatory

auder

Page 4 of 5

ushant School Of Health Sciences

**Ansal University** 

Col Rajive Chauhan Registrar

WITNESSES 1:

Signature: Whandhury

Name (1): Prof. Monica Chaudhry Address: Director, Sushant School of Health Sciences

Ansal University, Gurgaon

Dr Ritika Sachdey

WITNESSES 2:

Signature:

Name (2): Address:

Sushant School Of Health Sciences
Ansal University

Bond



## Indian-Non Judicial Stamp Harvana Government

Deponent



Date 25/09/2019

Certificate No.

G0Y2019I550

Stamp Duty Paid: ₹ 101

GRN No.

57580104

₹0

Penalty: (Rs. Zero Only)

Name:

Dr kapurs The healing touch Eye centre

H.No/Floor: D8

Sector/Ward: 00

District: New delhi

Landmark: Na

State: Delhi

City/Village: Vikaspuri Phone:

nn



Purpose: Agreement to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

#### **AGREEMENT**

This Agreement (the "Agreement") made at \_\_\_\_\_\_ on 29th day of September, 2019, by and between:

M/s. Ansal University (AU), Gurugram, Haryana, a university established under section 2(f) of the University Grant Commission (UGC) Act, 1956, by the Government of Haryana through its Haryana Private Universities Act, 2006 (Haryana Act No. 32 of 2006) and the Haryana Private Universities amendment Act, 2012 (Haryana Act No. 16) located at sector 55 Golf Course Road, Gurugram - 122003, Haryana, represented through its authorized representative Col. Rajeev Chauhan, Registrar, Ansal University, (hereinafter referred to as the "University/ AU/ First Party", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its permitted assigns and administrators, as applicable) of the First Part

#### AND

Dr Kapur's The Healing Touch Eye Centre, D-8, Vikaspuri, New Delhi-110018 - hereinafter referred

Ansal University (AU), Gurugram, Haryana and Dr Kapur's The Healing Touch Eye Centre, New Delhi shall be hereinafter collectively referred to as "Parties" and individually as a "Party".

### WHEREAS:

A. M/s. Ansal University (AU), Gurugram, Haryana, is an university established under section 2(f) of the University Grant Commission (UGC) Act, 1956, by the Government of Haryana through its Haryana Private Universities Act, 2006 (Haryana Act No. 32 of 2006) and the Haryana Private

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Sushant School Of Health Sciences **Ansal University** 

Universities amendment Act, 2012 (Haryana Act No. 16) and offering various medico education and other professional courses and programme.

B. Dr Kapur's The Healing Touch Eye Centre, New Delhi is a hospital established with the object of catering society & creating awareness for caring eye sight. Ansal University (AU), and Dr Kapur's The Healing Touch Eye Centre have the common objective of developing well-trained and high quality human resources in the area of health Science and accordingly desire to collaborate for purpose of offering certain courses/ trainings/ internship programs to the students of Sushant School of Health Sciences (a wing of Ansal University, Gurugram) as per terms and conditions as set out in this Agreement.

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

1. The Parties hereby agree to collaborate on the terms and the manner set out herein for the purpose of initiating and offering such trainings/ courses/ internships, as may be mutually agreed between the Parties from time to time ("Internship Program and clinical training") to the students of \_ Ansal University (AU), Gurugram, Haryana.

The objective of this Agreement is to improve the quality of education imparted in the field of Allied Health Science courses not limited to Dialysis Technology, Cardiovascular Technology, Medical Radiology and Imaging Technology, Medical Laboratory Technology, Emergency Medical Care Technology, Optometry, pharmacy, clinical research and Hospital Management.

- All statutory compliances with respect to UGC, Haryana Government, Department of higher education or any other education and regulatory body for example; Allied Health Science Professional Council by Government of India/Government of Haryana must be adhered by the Ansal university (AU), Gurugram, Haryana.
- Ansal University (AU), Gurugram, Haryana will provide the complete academic input for the running of the programme.
- 4. Students shall be admitted by the University as per the qualification specified for the course by the Academic Council of the Universities, as applicable. The process of admission will be that as specified by the Academic Council of the University as applicable.
- University shall be responsible for conducting the examination as specified by the board of Examiners / University as per University approved Regulations.

6. Ansal University (AU) shall refer eligible/ suitable students for the Internship and clinical training of the Programs agreed upon to **Dr Kapur's The Healing Touch Eye Centre** However, second party reserves the right to grant enrolment. It is hereby clarified that no stipend shall be paid by second party to the students for the Internship Program. No fee shall be charged by second party for the Internship Program.

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Sushant School of Health Sciences

Ansal University

- 7. Ansal University (AU), shall be responsible for informing its students about the Internship Program and at its cost and expense, circulate brochures/ leaflets/ information material as may be required for spreading awareness about the Programs from time to time during the Term of this Agreement. It is hereby clarified that any and all content and the format used whether on the website or in the brochures, leaflets, placards, signboards, standees, tent cards, etc., must be approved by second party prior to them being printed or circulated by Ansal University
- 8. Ansal University (AU) and Dr. Kapur's The Healing Touch Eye Centre shall both endeavor and insist for regular attendance of its enrolled/ selected students during their Internship Program. It is hereby clarified that the students, while their internship in the Dr Kapur's The Healing Touch Eye Centre clinical / Internship Program, shall be under the direct joint supervision and control of Head of the Department (HOD), of the department they are interning in. Ansal University (AU), and with internal (academic) supervisor at Dr Kapur's The Healing Touch Eye Centre.
- 9. Ansal University (AU) shall endeavor and insist on its students to maintain strict confidentiality of the information gathered by them or comes to their knowledge while at the premises of Dr. Kapur's The Healing Touch Eye Centre in the duration of their internship.
- 10. Ansal University (AU), shall endeavor and insist on its students, at all times during the Term of this Agreement and while on the premises of Dr. Kapur's The Healing Touch Eye Centre to comply with the rules and regulations prescribed by Dr. Kapur's The Healing Touch Eye Centre relating to and including but not limited to the conduct of the students and not interfere with or obstruct the operations of . Dr Kapur's The Healing Touch Eye Centre. Such students must maintain harmonious relations with the patients, their attendants/ visitors, employees and staff of . Dr Kapur's The Healing Touch Eye Centre. It is hereby clarified that Dr Kapur's The Healing Touch Eye Centre reserves the right to forthwith terminate the Internship Program or enrolment of any student, in the event of any misconduct/ illegal act of any enrolled student during the Term of this Agreement with intimation and in consultation with Ansal University (AU).
- 11 After the successful completion of the Program, the student shall submit the bound report to Ansal University (AU) and Dr Kapur's The Healing Touch Eye Centre duly signed by supervisors from Ansal University (AU), and pursuantly Dr Kapur's The Healing Touch Eye Centre shall issue/ provide a training experience certificate to such students of who have successfully completed the clinical training with Dr Kapur's The Healing Touch Eye Centre. Supervisors from Ansal University (AU), shall also submit the confidential evaluation report on the work of intern to his/her supervisor/Coordinator at Ansal University (AU), directly. Any publication produced by the work of intern during internship shall be duly acknowledge. Both Parties shall conduct joint seminars, conferences, certificate courses from time to time with mutual agreement.

#### 12. USAGE OF INTELLECTUAL PROPERTY

12.1 The intellectual property rights in the trade name/ trademark/ logo/ design/ any other intellectual property of either Party shall be the absolute property of such Party at all times and neither Party

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School Of Health Sciences

**Ansal University** 

shall use the other Party's intellectual property either during the Term of this Agreement or after the expiry thereof without the prior written permission of the other party.

#### 13. ANTI BRIBERY

- 13.1 Dr Kapur's The Healing Touch Eye Centre states and agrees that it has not, and will not, during the Term of this Agreement:
  - Violate applicable Anti-Bribery and Sanctions Laws and regulations; (a)
  - (b) Offer, promise, give or authorize the giving of any Bribe, rebate, payoff, influence payment, kickback or other unlawful payment including facilitation payments, to any Public Official in order to obtain or retain business, gain any unfair advantage or influence any act or decision of a Public Official in connection with this Agreement and/or the its business:
  - (c) Dr Kapur's The Healing Touch Eye Centre or any of its affiliates, group companies, subcontractors, agents, or representatives breaches this representation and/or is charged with or investigated in relation to or engages in any conduct that may constitute an offence under the Anti-Bribery or Sanctions Laws, then the other party shall have the right unilaterally to immediately terminate this Agreement or to take other appropriate action in accordance with the terms of this Agreement.
  - (d) It shall make its books and accounting records relating to its provision(s) of services to the other party and its subsidiaries available for inspection and/or auditing from time to time at such party's or its subsidiaries' request.
- 12.2 In addition to the aforesaid, The second party states and agrees that it will not during the Term of this Agreement violate Anti-Bribery and Sanctions Compliance Policy (available on request).

#### REPRESENTATIONS AND WARRANTIES 13.

- 13.1 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.
- 13.2 In addition, both parties hereby represents and warrant that (i)They are in compliance with and shall continue to comply with all applicable state and national laws and has obtained and shall maintain during the Term of this Agreement any and all approvals and licenses as may be required for the purpose of undertaking the Internship Program.

14. INDEMNITY

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of Health Sciences

Ansal University

14.1 Both parties hereby agrees to indemnify, defend, hold harmless and keep indemnified, 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 or arising out of (i) implementation of the Internship Program at . (ii) claims made by the students; (iii) breach of confidentiality; (iv) breach of applicable laws; and (v) acts and omission of its students

#### 15. CONFIDENTIALITY

- 15.1 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.
- The Receiving Party shall also ensure that its auditors, legal advisers, directors and employees (the 15.2 "Permitted Recipients"):
  - shall only be given access to any Confidential Information received from the Disclosing (i) Party on a 'need to know' basis and solely for the purposes of this Agreement and not for their own benefit or for the benefit of a third party;
  - (ii) shall have been made aware of the requirements of confidentiality set out in this Agreement and such Permitted Recipients agree to comply with the said requirements;
  - shall not cause or permit the Confidential Information to be disclosed to any third party; (iii)
  - (iv) shall take all possible steps to safeguard the confidentiality of the Confidential Information, including, but not limited to, implementing security mechanism, notifying Disclosing Party of any suspected unauthorised disclosures and to do all things necessary, execute all documents and render all assistance reasonably required by the Disclosing Party in this regard; and
  - (v) shall return promptly any and all copies of such Confidential Information to the Disclosing Party at its request.

The Disclosing Party may require the Receiving Party to verify compliance with this provision.

- 15.3 The provisions of this Clause shall not prevent either Party from disclosing any information where it can demonstrate and document that such information:-
  - (i) was in its possession (with full right to disclose) prior to receiving it from the Disclosing
  - is or subsequently comes into the public domain other than by breach of its obligations (ii) hereunder; or

is independently developed by the Receiving Party; or (iii)

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Sushant School Of Health Sciences Ansal University

- (iv) was received from a third party who was free to divulge it; or
- (v) 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.

#### 16. TERMINATION AND CONSEQUENCES OF TERMINATION

- 16.1 This Agreement shall be valid for a period of 05 (five) year 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 in writing.
- 16.2 Either Party may terminate this Agreement by giving 30 (thirty) days prior written notice to the other Party without assigning any reason for the same but will have to complete its obligation towards the students who have admitted as intern with second party at that time.
- 16.3 Either Party may forthwith terminate this Agreement if:
  - the other Party fails to perform its material obligations under this Agreement and such (i) failure is not cured within 30 (thirty) days of receiving a written notice requiring it to be remedied; or
  - (ii) the other Party's acts or omissions bring disrepute to the terminating party and its goodwill in any manner; or
  - the other Party's management undergoes change; (iii)

without releasing either Party 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.

- 16.4 On expiry or earlier termination of this Agreement, within I (one) week from the date of expiry/termination:
  - (i) each Party shall hand over all Confidential Information in its possession belonging to the other Party to the other Party;
  - each Party shall continue to remain solely liable and responsible towards its liabilities (ii) accrued till the date of termination of this Agreement; and

#### 17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 This Agreement shall be construed in accordance with and governed by the laws of India. The Parties will attempt in good faith to resolve any dispute or claim arising from, out of or relating to this Agreement through friendly negotiations. If the dispute is not resolved through friendly

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Sushant School Of Health Sciences

**Ansal University** 

negotiation within a period 30 (thirty) days from the date of receipt of a written notice from a Party to other, such dispute shall be resolved by a sole arbitrator (jointly appointed by both Parties), through arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 with its amendments upto date. The venue of such arbitration shall be Gurugram. The decision or award given by the sole arbitrator appointed in unanimity by both parties shall be final and binding on the Parties.

## 18. MISCELLANEOUS

Notice: Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent (i) upon delivery when delivered by hand, (ii) 3 (three) days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking delivery, (iii) when transmitted, if sent by confirmed facsimile, or (iv) 14 (fourteen) days after the date sent, if sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To: Dr. Kapur

The Healing Touch Eye Centre, D-8, Vikaspuri, New Delhi-110018

No communication exchanged by, originated from, or received by either Parties shall bind either, or in any manner alter the terms of this agreement, and the rights and duties of the parties mentioned herein. Electronic mails that purport to state, aver, declare, or acknowledge anything other than information exchange, or procedural instructions and guidelines not specifically stated in this agreement shall be deemed void and invalid to such extend, and shall be read accordingly.

18.2 Each Party has hereby designated the following employees as 'Coordinators' for the purposes of acting as the sole point in 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: Professor Monica Chaudhry

Director, Sushant School of Health Sciences, Ansal University, Gugugram Golf Course Road, Sector- 55, Gurugram, Haryana - 122003

- 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.
- Amendments: This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

18.5 <u>Waiver</u>: 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.

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Sushant School Of Health Sciences

**Ansal University** 

- Independent Rights: Each of the rights of the Parties hereto under this Agreement are independent, 18.6 cumulative and without prejudice to all other rights available to them, and the exercise or nonexercise of any such right shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 18.7 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.
- 18.8 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.
- 18.9 Assignment: Neither Party shall assign this Agreement or its rights and obligation hereunder without the prior written consent of the other Party.
- 18.10 Counterparts: This Agreement shall be executed in two (2) or more counterparts, all of which shall constitute one and the same agreement.
- 18.11 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.

DRamaur 01/x/19

Sushant School Of Health Sciences **Ansal University** 

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 "Ansal University, Gurgaon"

SIGNED for and on behalf of Dr Kapur's The Healing Touch Eye Centre

Signature

Name :Col Rajive Chauhari

Position: Registrar

Signature

Name

Position

Ratna

Manager- HR

Witness

Signature

Name: Professor Monica Chaudhry

Position: Director,

Sushant School of Health Sciences Ansal University, Gurugram

Witness

Signature

Name

Position

ol Of Health Sciences

Bond



## Indian-Non Judicial Stamp Haryana Government

Deponent



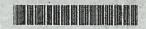
Date: 06/01/2020

Certificate No.

G0F2020A1704

GRN No.

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Stamp Duty Paid: ₹101

(Re. Only)

Penalty

₹0

(Rs Zero Only)

Name :

Western University of Health sciences

H.No/Floor: 309 City/Village: Na

9 Sector/Ward : Na

District : Pomona

Landmark: Na

State: Ca

Phone:

00

Purpose: MOU to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

#### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is executed at Gurugram this day, Monday, the January 13, 2020.

#### BY AND BETWEEN:

M/s Western University of Health Sciences with its office at 309 E. Second Street, Pomona, CA 91766 represented through its authorized representative, Daniel R. Wilson, MD, PhD, President of Western University of Health Sciences (hereinafter referred to as the "WUHS / First Party", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its permitted assigns and administrators, as applicable) of the FIRST PART

#### AND

M/s Ansal University, a University established under section 2(f) of the University Grants Commission (UGC) Act, 1956, by the Government of Haryana through its Haryana Private Universities Act, 2006 (Haryana Act No. 32 of 2006) and The Haryana Private Universities (Amendment) Act, 2012 (Haryana Act No. 16 of 2012) located at Sector 55, Golf Course Road, Gurugram – 122 003, represented through its authorized representative Prof. (Dr.) DNS Kumar, Vice Chancellor,

Sushant School Of Health Sciences Ansal University

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Ansal University (hereinafter referred to as the "University/ AU/ Second Party", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its permitted assigns and administrators, as applicable) of the SECOND PART

WUHS and Ansal University shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

#### I. OPERATIVE PROVISIONS

- Purpose: The purpose of this non-binding MOU is to provide the way ahead and framework for any future binding contracts regarding areas of collaboration that may be proposed by either Party including, but not limited to:
  - (a) Joint educational and research activities;
  - (b) Exchange of visiting Scholars;
  - (c) Sharing and creation of educational materials and resources;
  - (d) Exchange of graduate Students; and
  - (e) Other endeavors as may be mutually agreed upon.
- 2. Future Agreements: Any specific activity developed under this MOU shall be detailed in a subsequent Agreement, signed by parties' authorized signatories, which will describe the scope of proposed activity, intended outcomes, budget and responsibility of the Parties including respective departments or individuals. Treatment of intellectual property rights developed through collaborations under this MOU will be determined between the Parties through mutual consultation and separate written Agreements on a case to case basis.
- 3. Indemnification/Insurance: The indemnity and insurance obligations of any future activities and collaborations under this MOU will be mutually determined and settled in writing between the Parties and expressly stated in all subsequent Agreements under this MOU.
- 4. Funds: Nothing in this MOU shall obligate either Party to the transfer of funds. An endeavor involving reimbursement of contribution of funds between the Parties of this MOU will be handled in accordance with applicable laws, regulations and procedures. Such endeavors will be outlined in separate Agreements that shall be made in writing between representatives of the Parties involved and shall be independently authorized.

#### II. GENERAL PROVISIONS

 Term, Renewal & Termination: The initial term of this MOU shall be for five years commencing on the effective date stated above and terminating on July 1, 2024. The terms can be extended by mutual consent of both the Parties by a written Agreement. This MOU may be renewed for successive five-year terms upon the mutual written Agreement of the

Sushant School of Health Sciences
Ansal University

Mr

Bail R. Wellow -

Parties made at least ninety (90) days prior to the end of the initial term. If the term of this MOU is extended for another term, the Parties shall review the MOU and execute an addendum signifying the review and renewal of the MOU. This MOU may be terminated by either Party

- (i) At the end of any term hereunder:
- (ii) Upon not less than thirty (30) days written notice to the other party;
- (iii) At any time during the term hereof in the event of a material breach of this MOU by the other party, in which case the termination shall occur if the breaching Party fails to cure such breach within thirty (30) days after written notice of such breach from the nonbreaching Party.
- 2. **Non-Discrimination:** The Parties agree not to discriminate on the basis of race, religion, creed, nationality or ethnicity, origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.
- 3. Dispute Resolution: In the event of a dispute between the Parties in the negotiation of the final binding contracts and / or Agreements relating to this MOU, a dispute resolution group will convene a meeting consisting of the Chief Executives (or designees) of each of the Parties in equal numbers together with one other person independent of the Parties appointed by the Chief Executives. The dispute resolution group may receive for consideration any relevant information concerning the dispute. The Parties agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to accomplish the purpose of this MOU.
- 4. Use of Name: None of the Parties shall use the name, logo, likeness trademarks, image or other intellectual property of either of the other Parties for any advertising, marketing endorsement or any other purposes without the specific prior written consent of an authorized representative of the other Party as to each such use. Ansal University (AU) may refer to the affiliation with Western University of Health Sciences or WESTERNU in its brochures and other public information material/s having to do with the Program. WESTERNU reserves the right to review and request modification of reference to WESTERNU as necessary.
- 5. Independent Contractors: Each party is separate and independent and this MOU shall not be deemed to create a relationship of agency, employment or partnership between or among them. Each Party understands and agrees that this MOU establishes an independent contractor relationship and not the agents or employees or agents of any other party.

6. Non-Exclusivity: Both Parties agree that this MOU does not restrict, prohibit or otherwise interfere with either Party's ability from entering into similar arrangements with other institutions. It is also agreed this MOU does not otherwise affect the normal policies/procedures to either Party's

Sushant School Of Health Sciences
Ansal University

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respective process governing application/acceptance of students, international students and /or visiting scholars.

7. Notices: All notices and other communications shall be deemed to have been duly given either at the time of delivery if sent by first class U.S mail, certified or registered, return receipt requested or delivered by an independent reputable commercial contract carrier, in either case, addressed to the Party at the address indicated below (or such other address as a Party may specify by giving written notice thereof):

To: WESTERNU:

To: Ansal University:

Office of the Provost Western University of Health Science 309E, Second St. Pomona, CA 91766 Vice Chancellor Ansal University Sector 55, Golf Course Road Gurugram, 122 003, India

- 8. **Assignment**: Neither Party shall assign, transfer, or attempt to assign or transfer, any right, interest, duty, function or part of this MOU without the prior written consent of the other Party.
- 9. Amendment: This MOU may be amended or supplemented in writing, through the mutual consent of both the Parties. No change or modification of the terms or provisions of this MOU shall be deemed valid unless set forth in writing and signed by both the Parties. If any actual or physical deletions or changes appear on the face of the MOU, such deletions or changes shall be void and of no force or effect.
- 10. Waiver: Non failure by any Party to insist upon strict performance of any covenant, duty, or condition of this MOU or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, MOU term or conditions. Any Party may, by notice delivered in the manner provided in this MOU, waive any of its rights or any conditions to its obligations hereunder, or any duty obligation or covenant of any other party. No waiver shall affect or alter the remainder of this MOU, but each and every other covenant, term or condition hereof shall continue in full force and effect with respect to any other existing or subsequently occurring breach.

11. No Third-Party Benefits: It is expressly understood and agreed that this MOU is entered into solely for the mutual benefit of the Parties and that no benefits, rights, duties, or obligations are intended or created by this MOU as to third Parties not a signatory to this MOU.

12. **Severability**: If one or more of the provisions of this MOU are declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdictions, then the Parties agree that the invalidity unenforceability of any of the provision shall not in any way affect the validity of enforceability of any other provision of this MOU, provided that the MOU so modified preserves the basic intent of the Parties.

Sushant School Of Health Sciences Ansal University Danif R. W. Long.

- 13. Headings: The headings of sections of this MOU have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this MOU.
- 14. Counterparts: This MOU may be executed in counterparts, each of which shall be deemed to be an original.
- 15. Authority: Each party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this Agreement and bind each respective Party.

By their signature below, the following Parties support the goals and objectives of this MOU and agree to the above:

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1	Int R. WAAN ~ ~ 13 Farmary 2020
	13 Jamay 2020

Name	Daniel R. Wilson, MD, PhD	Name	Prof. (Dr.) DNS Kumar
Designation	President	Designation	Vice Chancellor
Date	January 13, 2020	Date	January 13, 2020
for Western	<b>University of Health Sciences</b>	for Ansal Un	iversity

Sushant School Of Health Sciences
Ansal University



#### Office Note

Ref: No.: AU/SSB/2020/ON/001

Date: 16//01/2020

This is with reference to singed MOU of Korean Enhancement Programme for Korean students wherein SSB faculty will be teaching them for approx. 120hrs. As this is beyond the regular teaching at SSB, proposal is to pay the faculty @1500/-/per hr (as per industry standard). This amount has also been billed in the fees paying charges from them which is Rs. 18 Lakh for 6 months for 20 students.

For your kind approval please.

| Dean SSB | Dell pore
Registrar	Della time fees traiting to faculty Can be the property of the port of Business
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#### Office Note

Ref: No.: AU/SOB/2020/ON/009

Date: 26/11/2020

This is with reference to singed MOU of Korean Enhancement Programme for Korean students wherein SOB faculty will be teaching them for approx. 60 hrs. As this is beyond the regular teaching at SOB proposal is to pay the faculty @500/- per hr.

For your kind approval please.

ean show the load of faculty teaching teaching the Korean students When the attachment

Chancellor

Encl: 1. copy of last approval is attached here for reference.

2. Faculty Schedule

Dean Jushant School of Business Ansal University Sector-55, Gurgaon Haryana

/1/2020 /2/2020 /3/2020 /4/2020	Wednesda Thursda Frida Saturda	y 2 PM to 4 PM y 2 PM to 4 PM y 2 PM to 4 PM			DITAH	ACULTY	
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6/2010			Indian Trading				
	THE RESERVE			Indian Trading			
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Dean-Sushant School of Business
Ansal University
Sector-55, Gurgaon
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Office Note

Ref No. AUSSB/2020/ON/001

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Dean-Sushant School of Business Ansal University Haryana



## Office Note

Ref. No.: AU/SSB/2020/ON/001

Date: 16//01/2020

This is with reference to singed MOU of Korean Enhancement Programme for Korean students wherein SSB faculty will be teaching them for approxist 20hrs. As this is beyond the regular teaching at SSB, proposal is to pay the faculty @1500/-/per hr (as per industry standard). This amount has also been billed in the fees paying charges from them which is Rs. 18 Lakh for 6 months for 20 students.

For your kind approval please,

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## Indian-Non Judicial Stamp Haryana Government



Date: 04/10/2019

Certificate No. G0D2019J1855

GRN No.

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Stamp Duty Paid: ₹ 101

Penalty :₹ 0

Deponent

Name: I care Eye Hospital

H.No/Floor: 00 City/Village: Noida Sector/Ward: 63

District : Noida

Landmark: Na

State: Uttar pradesh

Phone:

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Purpose: Agreement to be submitted at Concerned office

## SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into on this ........ day of February 2020 at Gurugram.

#### BETWEEN

Ansal University, Gurugram, Haryana, a University established in accordance with the provisions contained in Section 2 (f) of the University Grant Commission (UGC) Act, 1956, and under the Haryana Private Universities Act, 2006 (Haryana Act No. 32 of 2006) and the Haryana Private Universities (Amendment) Act, 2012 \*Haryana Act No. 16, located at Sector 55, Golf Course Road, Gurugram 122003 (Haryana) (hereinafter referred to as 'AU / First Party', through its duly authorized signatory, who has been duly empowered to execute the present Agreement, which expression shall unless repugnant to the context thereof, mean and include its successors-in-interest, appointees and permitted assignees) of the one part;

#### AND

ICARE Eye Hospital, established in 1993 under Ishwar Charitable Trust (ICT) by Dr Sushil Choudhry, with its main branch located in Sector 26 Noida and second branch in Sector 63 Noida through its duly authorized signatory, Dr Sushil Choudhry, Managing Trustee/ Dr. Saurabh Choudhry, CEO who have been duly empowered to execute the present Agreement, hereinafter referred to as "ICARE/ Second party".

Page 1 of 8



CARE Eye Hospital & PG Institute

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**Ansal University** 

Ansal University and ICARE Noida are hereinafter individually referred to as the "Party" and collectively as "Parties".

WHEREAS Ansal University is authorized to provide education at various levels in the areas / disciplines chosen by and has set up "School of Health Sciences" in Ansal University at its campus in Sector 55, Gurugram and whereas ICARE is an EYE hospital - commonly based at Noida.

AND WHEREAS Ansal University is desirous of availing the services of ICARE to provide clinical and academic supervision, undertake program monitoring and assist in student clinical training for the School of Health Sciences and has approached ICARE to provide the aforesaid services.

**AND WHEREAS** ICARE has agreed to provide the opportunity for exposure to profession for Ansal University on the terms and conditions mutually agreed upon between the Parties to this Agreement related to the training to the optometrists.

AND WHEREAS the Parties are desirous of reducing to writing, the terms mutually agreed upon between themselves.

#### 1. Ansal University's Responsibilities:

- a) AU shall provide all necessary infrastructure and investment required for setting up and running the School of Health Sciences. AU shall also be responsible for delivery of courses and conducting of examination.
- b) AU shall be responsible for recruiting faculty both full-time / part-time for the programs;
- c) AU shall conduct theory classes and award the degree and provide academic infrastructure.

#### 2. Hospital partner ICARE's Responsibilities:

- a) The practical and / or clinical training would be conducted at hospital. Most practical sessions would be conducted at the hospital as per the requirement of the curriculum and hospital structure.
- b) Based on the Program Monitoring undertaken by the hospital authority, it shall submit a program review report every month and shall initiate steps for improvement as per the mutual recommendations.
- c) The clinical work of the students will be monitored, supervised and guided by the clinical supervision of the hospital.
- d) The University attendance and log book of task sheets of the students will be signed by supervisors. Any undue absence shall be reported by the hospital through the coordinators. Any leave in internship shall have to be compensated by additional number of days as per hospital guidelines.

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ICARE Eye happital & PG Institute

Sushant School ( Ansal University

Page 2 of 8

- e) The students shall be allowed leave for 2 days in a month and they shall compensate for any additional leave/s including leave availed during examination.
- f) The ICARE shall be part of the clinical evaluation and 30% of marks weightage shall be based on regular assessment of the students at the hospital.
- g) ICARE shall conduct lectures desired for some courses from time to time by its faculty, at AU/ICARE, agreed to by mutual agreement between both the parties. The faculty shall be paid for the lecture as per the AU norms. Prior approval of the Director SHS shall be required for conduction of the lecture and its reimbursement.

#### 3. Conduct for each party

- a) Each party shall designate a Coordinator who shall oversee and facilitate the implementation of this MoU. The Coordinators so appointed by both the parties will be responsible for jointly executing the terms of agreement as well as implementing curricula and modules for various courses and for addressing all issues related to this collaboration.
- b) The Coordinators will also periodically review, audit and evaluate the progress of the academic programs in general and the productivity of the individual courses in particular and give their recommendations with a view to work out improvements in operations, if any, are required.
- c) If during the operation of the Agreement, circumstances arise which call for alteration / modification of this Agreement, the same shall be decided with the mutual consent of both the parties and shall be included as addendum.
- d) While the MoU will not bind exclusivity to either party, if there are specific areas / programs for this can be mutually agreed upon and added as an Annexure to the MoU.
- e) Research Work / Project / IPR
  - Both the parties to encourage joint eye health research activities and promoting the sharing of tools and resources specially for post graduate programs.
  - ii. The publication shall be joint ownership of the university and the ICARE and cannot be published without the permission of either. However, the first author shall be Ansal University and all IPR rights including patent, trademark, copyright shall vest in Ansal University.
  - iii. The guide/s will be, both from the university and from the ICARE. They will coordinate to define the scope of future collaborative research projects for the student and the protocol shall be jointly approved.

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Sushant School Of Health Sciences Ansal University

Page 3 of 8

#### 4. Representations and Warranties

Each Party represents to the other that:

- a) It has been duly incorporated / registered and is validly existing under the laws of jurisdiction in which they have been incorporated / registered.
- b) It has the full power and authority to enter into, execute and deliver this Agreement and to perform its obligations and the transactions contemplated hereunder.
- c) Assuming due authorization, execution and delivery thereof by this Agreement constitutes legal, valid and binding obligation of the execution and delivery by such Party and the performance of the obligations and transactions contemplated hereunder has been duly authorized by all necessary corporate or other action of such Party.
- d) Ansal University shall be responsible for obtaining / renewing licenses and registrations required for running the School of Health Sciences at all times.

#### 5. Term

- a) This Agreement shall run its pilot duration of 6 months, any modifications in terms, policies, agreement will be implemented by mutual consent of both the parties before it continues to remain in force for a period of 2 (two) years from the effective date unless terminated earlier in accordance with the provisions of this Agreement.
- b) Upon the expiry of this Agreement, the same may be extended / renewed in writing, on the terms and conditions as may be mutually agreed upon by the Parties.

#### 6. Termination

- a) This Agreement may be terminated by either party i.e. Ansal University or ICARE at any time, with or without cause, by giving written notice to the other party not less than thirty (30) days as cure period from date of such notice, provided that, in the event of a termination for cause, the breaching/ defaulting party shall have the right to cure the breach within the notice period.
- b) Upon issuance of the notice of termination:
  - The Parties shall not create any further obligation with respect to the terms of this Agreement.
  - ii. Both the Parties shall fulfil their respective obligations and commitments that may have arisen before the date of notice of termination. This will include the completion of the education of the existing / current batches and both the Parties shall comply

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Page 4 of 8

with respect of their agreed obligations in this regard as per the terms of the Agreement.

iii.Termination of this Agreement shall be without prejudice to any of the rights and obligations already accrued to the Parties till the effective date of termination of this Agreement.

#### 7. Jurisdiction and Dispute Resolution

- a) This Agreement, including all matters relating to it shall be governed by, and construed in accordance with, the laws of India.
- b) The Parties agree that this Agreement shall be subject to the exclusive jurisdiction of the courts at Gurugram only.

#### 8. Notice

Any notice to be issued by either Party to the other shall be addressed and sent to its respective addresses mentioned in this Agreement by registered AD post or by certificate of posting or by personal hand delivery.

#### 9. Confidentiality

To the extent that, in connection with this Agreement, either Ansal University or ICARE (the "Receiving Party") comes into possession of any information, trade secrets or other proprietary information relating to the other (the "Disclosing Party") which is designated in writing by the disclosing party as 'Confidential Information' (the "Confidential Information"), it shall not disclose such confidential information to any third party without the Disclosing Party's written consent except to the Ansal University's or ICARE's legal advisors solely for the purpose of obtaining legal advice, or as may be required by law, regulation, judicial or administrative process, or to the extent that such Confidential Information

- a) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by the receiving party in breach hereof.
- b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party which the Receiving Party believes is not prohibited from disclosing such information to it by obligation to the Disclosing Party,
- c) is known by the Receiving Party prior to its receipt from the Disclosing Party without any obligation of confidentiality with respect thereto or
- d) is developed by the Receiving Party independently of any disclosures made by the Disclosing Party to the Receiving Party of such

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Sushant School of Health Sciences
Ansal University

Page 5 of 8

information. In satisfying its obligations under this clause, each party shall maintain the other's Confidential Information in confidence using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information, but in no event less than a reasonable degree of care. The obligations imposed by this clause shall survive the termination of this Agreement for a period of 3 (three) years.

#### 10. Force Majeure

Neither party shall be liable for any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control.

#### 11. Miscellaneous

- a) The Parties may during the term of this Agreement identify any other Course, which may with mutual consent be initiated.
- b) No press release or public announcement shall be made by or on behalf of either Party, with respect to the contents, nature, or existence of this Agreement, without the prior consent of the other Party in writing.
- c) The Parties to this Agreement may, by mutual consent in writing add, modify, amend, delete, review or revise any term(s) and conditions(s) of this Agreement.
- d) No variation of this Agreement shall be effective unless in writing and signed by an authorized representative of each Party duly authorized by a Board resolution.
- e) In no event shall either party would be liable for any loss of use, contracts, data, goodwill, revenues or profits (whether or not deemed to constitute direct losses) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement or the Services.



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ICARE Eye Hospital 100 Institute E-3A, 15 July 1-26, Noida

Page 6 of 8

Sushant School of Health Sciences
Ansal University

# IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATE, MONTH AND YEAR ABOVE EXECUTED AT GURUGRAM.

**ICARE** Eye Hospital

By:

Name: Dr. Sushil Choudhry/

Dr. Saurabh Choudhry

Title: Managing Trustee/COL

Date:

Witness:

ICARE Eye Hospital & PG Institute E-3A, Sector-26, Noida Ansal University, Gurugram

By:

Name: Prof. (Dr.) Kanu Priya

Title: Officiating Registrar

Date:

Witness:

Prof. Monica Chaudhry

Director, School of Health Sciences

Ansal University, Gurugram

Sushant School Of Health Sciences
Ansal University

#### **ANNEXURE**

This Memorandum of Understanding is made at Gurugram, Haryana on this and day of February 2020 by & between ANSAL UNIVERSITY, GURUGRAM and ICARE EYE HOSPITAL as under:

NOW, THIS ANNEXURE, IN ADDITION TO THE MOU WITNESSETH that it is hereby agreed, understood, confirmed and declared by and between the parties hereto as under:

- a) A remuneration of Rs. 1,000 per class of one-hour duration held will be paid by Ansal University to ICARE faculty.
- b) The schedule of classes shall be approved by the Director Sushant School of Health Sciences. Further, no more than eight hours of lectures should normally be scheduled in a month.
- c) The coordinators from both parties will plan the implementation of this Agreement in a manner which is conducive for both the parties and not unfavourable to either party.

This Annexure is being made part and parcel of the MoU to which both the parties agree.

In witness whereof, AU and ICARE have set their respective signatures hereunto and to a duplicate hereof:

**ICARE** Eye Hospital

Name: Dr. Sushil Choudhry/

Dr. Saurabh Choudhry

Title: Managing Trustee/Cor.

Date:

Title: Officiating Registrar

Ansal University, Gurugram

Date:

Witness:

ICARE Eye Hospital & PG Institute E-3A, Sector-26, Noida

Witness:

Prof. Monica Chaudhry

Director, School of Health Science

Ansal University, Gurugram

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of Health Sciences

**Ansai University** 





# Memorandum of Understanding

Between

#### ANSAL UNIVERSITY

And

#### UNIVERSITY OF LA VERNE

This agreement is made this 28<sup>th</sup> day of April, 2020 between The University of La Verne, a private institution of higher education located at 1950 3<sup>rd</sup> St, La Verne, CA 91750 (hereinafter La Verne) and Ansal University (Ansal) located at sector 55, Golf Course road, Gurugram-122003

In the spirit of friendship and with mutual interest in cooperation, La Verne and Ansal enter into this Memorandum of Understanding (MOU) to promote joint educational and cultural collaboration and agree as follows:

#### ARTICLE 1: SCOPE OF COLLABORATION

1.1 Areas of collaboration may be proposed by either institution and may include, but are not limited to:

Dual and articulated degree programs

Joint teaching, research, or cultural activity;

Mobility of faculty, scholars, and students between institutions;

Staff professional development;

Sharing or creation of educational materials and resources.

1.2 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals. For La Verne, the authorized signatory is the Provost and Vice President for Academic Affairs.

1.3 All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

Page 1 of 2

Sushant School Of Health Sciences
Ansal University





(Established under the Haryana Private Universities Act, 200

- 2.1 This MOU shall be in effect for a period of 3 years from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.
- 2.2 A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional five (5) year period.
- 2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

For Ansal University	Con to
Registrar	Cit
DATE:MAY 20, 2020	S. Com
For University of La Verne	
Devak Lieberman	
President Devorah Lieberman	
DATE: May 5, 2020	

Sushant School Of Health Sciences
Ansal University

