



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding hereinafter referred to as "MOU") is made and executed on this 13th day of February 2025, by and between:

- I. **Faculty of Nursing, SGT University**, Budhera, Gurugram-Badli Road, Gurugram, 122505 (hereinafter referred to as the "**College / School of Nursing**" which expression shall, unless repugnant to the context or meaning thereof, man and include its successors-in-interest and assigns); and
- II. **Max Healthcare Institute Limited**, a company incorporated under the Companies Act,1956, having its registered office at 401, 4th Floor, Man Excellenza, S. V. Road, Vile Parle (West), Mumbai 400056 (hereinafter referred to as the "**MHIL**" which expression shall, unless repugnant to the context or meaning thereof, man and include its successors-in- interest and assigns).

College / School of Nursing and MHIL are hereinafter referred as a "**Party**" in the singular and as the "**Parties**" in the collective, as the context may require.

Whereas:

- 1. College / School of Nursing is a constituent of SGT University and is recognized by Indian Nursing Council, New Delhi as well as Haryana Nurses and Nurse-Midwives Council Haryana.
- 2. MHIL is engaged in the business of providing health care services to the general public in India and manages a chain of multi-specialty hospitals across the country ("Hospital(s)").
- 3. College / School of Nursing has requested MHIL to provide clinical attachment facility (an academic requirement for the nursing students) to its students at its hospitals at multiple locations subject to availability of facility/ specialization at the Hospital(s) and MHIL has agreed to provide clinical attachment facility to the students graduating at College / School of Nursing.
- 4. The Parties are desirous of setting out the principal terms and conditions of their understanding in this MOU.

NOW THEREFORE in consideration of the forgoing and the respective representations, warranties, covenants and agreements set forth herein, and other good and valuable

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MAX HEALTHCARE INSTITUTE LIMITED
NEW DELHI

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consideration, the receipt, adequacy and legal sufficiency of which hereby acknowledged, the Parties hereby agrees as follows:

1. TERM:

This MOU shall be effective from _____ and shall remain in force for a period of 36 months i.e. till _____ (“Term”).

2. OBLIGATIONS OF MHIL:

MHIL, at its sole discretion and subject to limitations of the applicable law and the facilities available at the Hospital(s) shall provide clinical attachment facility to the students graduating at College / School of Nursing (B.Sc. Nursing, GNM, M.Sc. Nursing, Post Basic B.Sc. Nursing and any other). MHIL at its own discretion shall provide student internship to passing out batch of GNM / B.Sc. Nursing. MHIL shall not be providing hostel accommodation for students.

3. OBLIGATIONS OF COLLEGE:

- 3.1 College / School of Nursing will comply with all applicable laws, guidelines, and regulations.
- 3.2 During the Term, College / School of Nursing shall act strictly in accordance with ethical practices.
- 3.3 College / School of Nursing shall obtain the prior written consent from MHIL:
 - a. Before making use of MHIL’s name or logo or
 - b. Before issuing any advertisement or other public announcement pertaining to the relationship with MHIL prior to such publication in any media.
- 3.4 College / School of Nursing undertakes to equip its nursing college with adequate nursing faculty and facility to ensure students receive optimal coaching and practical exposure.
- 3.5 College / School of Nursing agrees to make best efforts, in conjunction with MHIL, to upgrade the quality of the nursing education and training provided to the students at the College / School of Nursing.
- 3.6 College / School of Nursing agrees to prioritize MHIL for student’s internship for GNM students at the Hospital(s) before committing to any other institution similar to MHIL.
- 3.7 College / School of Nursing shall bear all expenses for the student’s transportation.
- 3.8 If requested by MHIL, College / School of Nursing should give preference to MHIL for conducting campus interview for the purpose of recruiting the B.Sc. Nursing & GNM students graduating from its college through campus selection.
- 3.9 College / School of Nursing agrees to disclose on request all required information on related issues relevant to MHIL.
- 3.10 College / School of Nursing agrees to place the student’s interns in shift duties as per MHIL hospital roster.

4. REPRESENTATIONS AND WARRANTIES:

- 4.1 College / School of Nursing represents to MHIL that, deputation of its students to the Hospital(s) for the purpose of clinical attachment shall always be in accordance with compliance of statutory requirements. For this purpose at the beginning of the




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academic year, College / School of Nursing shall consult MHIL and furnish all the needed details of the students who will be availing the attachment facility. In this regard MHIL's decision as to allocation of specialty/restriction on number of students is final.

- 4.2 College / School of Nursing understand acknowledges that, there are hospital related hazards in connection with treating of the patients. College / School of Nursing further represents that it shall advice and warn the students availing the clinical attachment facility at the Hospital(s) about such hazards and ensure that, the students shall strictly adhere to the Hospital(s)' protocol during their deployment for clinical attachment.
- 4.3 College / School of Nursing represents that; it will ensure all the students on the clinical attachment with MHIL strictly follow the protocol and the guideline of the respective Hospital. Upon receipt of any request/intimation by MHIL about the violations of any of such protocols or guidelines by any of its student, College / School of Nursing shall immediately withdraw the deployment of such student. If it is found that, such violation are repetitive in nature in any group of students then, MHIL reserves the right to deny the future clinical attachments facility for the entire group.

5. NOTICES:

- 5.1 Single Point of Contact. Each Party will designate one (1) member on their part to be the single point of contact between themselves and the other Party for the duration of the Term.
- 5.2 Notices. All the notices under this MOU shall be reduced to writing and served/ delivered to either of the Parties at the address mentioned in the MOU.

If to the College:

To: Prof. (Dr.) Sunil Kumar Dular

Email ID: dean.fnur@sgtuniversity.org

Address: Faculty of Nursing, SGT University, Gurugram, Haryana

If to the MHIL:

To: Ajitabh Alwin Thomas

Email ID: AjitabhAlwin.Thomas@maxhealthcare.com

Address: Max Health Care Institute Limited

Or to such addressee as may be hereinafter designated by notice. All notices become effective only when received by addressee.

6. CONFIDENTIALITY:

- 6.1 For the purpose of this MOU, the term "**Confidential information**" shall be deemed to be, all information howsoever supplied or caused to be furnished or obtained by College/School of Nursing or by the students of College / School of Nursing undergoing clinical attachment at the Hospital(s) or that has come to the knowledge of the




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students during the course at clinical attachment in oral, written, electronic or any other form including but not limited to information which is of a confidential nature pertaining to the business or operations of MHIL and other persons with whom MHIL has financial, legal or commercial dealings.

In the event of either College / School of Nursing or any of its students requested pursuant to, or required by law to disclose any Confidential Information or any other information concerning the business of MHIL then, College / School of Nursing and their students will keep MHIL informed of such requirement and act as per the instructions of MHIL.

- 6.2 College / School of Nursing hereby undertakes and covenants that, neither College/ School of Nursing nor its students on clinical attachment will retain in it their possession of any proprietary or confidential information whatsoever save in the course of its duty retain it and in compliance with all directions issued or approved by MHIL with regards to the storage of such information and the return and disposal thereof.
- 6.3 This document, and all Confidential Information exchanged in accordance with the terms of MOU are to be kept strictly confidential by College / School of Nursing and shall not be disclosed to any third party without the prior written consent of MHIL. College / School of Nursing agrees that any proprietary business and/or technical information or material received orally or in writing provided in connection with this MOU will be held and maintained in confidence. College / School of Nursing agrees to use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure of such Confidential Information to outside parties.
- 6.4 This document, and all confidential information exchanged in accordance with the terms of agreement are to be kept strictly confidential by MHIL except to their advisors, on a need to know basis, for the purpose of implementing the responsibilities/obligations contemplated by this agreement and to the extent that disclosure is required by law. MHIL agrees that any proprietary business and/or technical information or material received orally or in writing and which is designated as "Confidential" or similar restrictive legend (hereinafter "Confidential Information") provided in connection with this MOU will be held and maintained in confidence, including this MOU and its annexes, and shall not be disclosed to any third party without the prior written consent of the College / School of Nursing. MHIL agrees to use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure of such Confidential Information to outside parties.

7. LIMITATION OF LIABILITY AND INDEMNITY:

- 7.1 It is clarified that, extension of the afore mentioned facilities by MHIL is only for the benefit of the student's pursuing academics in College / School of Nursing assumes the complete responsibility and liability toward all the acts, deeds, commissions and




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omissions of its students availing clinical attachment facility at the Hospital(s). MHIL shall have no liability or responsibility for any loss, damage or bodily injury occasioned to any of such students. MHIL only assumes a limited responsibility to the extent of providing an immediate basic treatment for controlling any further damage.

- 7.2 College / School of Nursing shall at all times defend, indemnify, protect and keep harmless MHIL and its officers, directors, employees, representatives, associated, agents, successors, and assigns against all or any claims and actions, losses, costs, fines, penalties and damages arising out of the breach of any of the protocols and warranties by College / School of Nursing or any of its students availing clinical attachment facility at the Hospital(s).
- 7.3 MHIL shall, at its own expense, indemnify, defend, and hold harmless the College / School of Nursing and its directors, employees, representatives, agents and assigns from and against any and all liability (including but not limited to liabilities judgments, damages losses claim costs and expenses, including attorney's fees and expenses) any other loss that may occur arising from malfeasance, misfeasance or deliberate negligence or breach of any representations or warranties by itself or its employees in the performance of its material obligations under this MOU.

8. ANTI-BRIBERY & ANTI-CORRUPTION:

The Parties to this MOU are committed to compliance with Indian laws that are, or may be, of potential relevance, including all laws applicable to one or both of the Parties relating to bribery, money laundering and/or corrupt payments including, (a) India Prevention of Corruption Act (PoCA), (b) Indian Penal Code, (c) Foreign Contribution (Regulation) Act, (d) Prevention of Money Laundering Act, (e) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person. Accordingly, College / School of Nursing hereby represents and warrants that:

- A. College / School of Nursing is in compliance with Indian laws applicable to the College / School of Nursing's performance under this MOU that are applicable to the transactions contemplated herein and will remain in compliance with all such laws for the duration of the MOU.
- B. College / School of Nursing has not taken and will not take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any government official or to any other person while knowing that all or some portion of the money or value will be offered, given or promised to a Government Official for the purposes of obtaining or retaining business, an advantage in the conduct of business or securing any improper advantage.
- C. College / School of Nursing has not taken and will not take any actions in furtherance of an offer, payment, promise to pay or authorization of the payment




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or giving of, or a request or acceptance of, money or anything else of value, to or from any other person while knowing that all or some portion of the money or value will be offered, given or promised to any other person for the purpose of securing the improper performance of that person's function or misuse of that person's position.

- D. No part of the payments received by College / School of Nursing, directly or indirectly, from MHIL will be used for any purpose which would cause a violation of the laws of India.
- E. College / School of Nursing will abide by the general principles and spirit of MHIL's supplier code of ethics and Anti-Corruption and Anti Bribery policy; acknowledges receipt of such Policy
- F. College / School of Nursing is not a government official.
- G. In the event such College / School of Nursing becomes aware that it has breached an obligation in this paragraph, it will promptly notify MHIL, subject to the preservation of legal privilege.
- H. It would provide, upon a formal request by MHIL or its duly authorized representative or its professional advisors, access to documentation or other information in sufficient detail to enable MHIL to assess and audit the College / School of Nursing's compliance with applicable Anti-Corruption Laws including an annual statement of compliance with the MHIL's supplier code of ethics. College / School of Nursing shall, at all times during the Term of this MOU and for a period of seven years after the completion of this MOU, maintain such records, together with such supporting or underlying documents and materials. The obligations in this paragraph shall survive the early termination or expiry of this MOU;
- I. College / School of Nursing should not employ or otherwise make payments to any employee of the MHIL during the course of any transaction between the College / School of Nursing and the MHIL.
- J. College / School of Nursing should avoid relationships and activities with disreputable individuals.

In connection with the foregoing representations and warranties, the Parties further agree as follows:

1. In the event of a breach of any of the foregoing representations and warranties, any claims for payment by College / School of Nursing with regard to any transaction for which a breach of the representations has occurred, including claims for sales or services previously rendered, shall be void and all payments previously paid shall be refunded to MHIL by College / School of Nursing. College / School of Nursing shall further indemnify and hold MHIL harmless against any and all claims, losses or damages arising from or related to such breach or cancellation of the MOU.




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2. All payments due to College / School of Nursing under this MOU will be made by cheque or bank transfer, and no payments will be made in cash or bearer instruments.
3. College / School of Nursing shall not keep any "off the books" or other similar funds in connection with this MOU.

9. RELATIONSHIP BETWEEN THE PARTIES:

It is clarified between the Parties that; this arrangement be is on principal-to-principal basis. Neither Party shall without the express consent of other shall have the right power or authority to create any obligation, express or implied, or make any representation on behalf of the other Party or any client of the other Party. Nothing in this MOU will be deemed or construed to create a joint venture, partnership agency or employee/employer relationship between the Parties or any of their respective employees for any purpose, including but not limited to withholding for the purpose of provident fund, income tax or entitlement to vacation, insurance, retirement or other employee benefits.

10. FORCE MAJEURE:

No Party in the event of performance of either Party's obligation as specified herein is prevented, restricted, delayed or interfered with by reason of act of god or by embargo any law and order, proclamation, ordinance, demand or requirements of any governments or authority or representative of any such government including restrictive trade practices or regulations, or any other circumstances beyond the reasonable control of the Party affected, then notwithstanding anything hereinbefore contained, the Party affected shall be excused from its performance to the extent that such performance relates to such prevention, restriction, delay or interference, and provided the Party so affected used its best efforts to remove such cause of non-performance, and when removed, such Party shall continue performance with utmost respect.

11. TERMINATION:

- 11.1 Either Party shall be entitled to terminate this MOU with immediate effect in the event of
- (a) A breach of the terms hereof by the other Party which breach is not remedied within thirty (30) days of receipt by the Party in breach of written notice of such breach from the other Party; Or
 - (b) Any instance of force majeure as set out in clause ten here in above restraining a Party from fulfilling its obligations here under for a period in excess of sixty (60) consecutive days.
- 11.2 Either Party shall be entitling to terminate this MOU without cause on the provision to the other of sixty (60) days' notices in writing.




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12 SETTLEMENT OF DISPUTES, GOVERNING LAW & JURISDICTION:

Disputes arising between the parties out of or in connection with this MOU shall as far as possible, be settled amicably. If amicable settlement cannot be reached within 30 days from the date of occurrence of the disputes, that matter under disputes shall be finally settled without recourse to the court, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be conducted by the Sole arbitrator jointly appointed by the Parties in accordance with the rules or the aforesaid. The arbitral award shall be final and binding upon both the Parties. The arbitration proceedings shall be held at Delhi.

This MOU shall be governed by the laws of India. All disputes arising out of or in connection with this MOU shall be subject to the exclusive jurisdiction of the competent courts at New Delhi.

13. This MOU (a) is a complete and exclusive statement between the Parties with respect to the subject matter of this MOU; (b) Supersedes all related discussions another communication between the Parties.; and (c) May only be modified in writing by authorized representatives of the Parties. It is further agreed that, this MOU does not confer any rights in favor of College / School of Nursing to seek for specific performance of the obligation of MHIL under this MOU through any proceedings.

IN WITNESS WHERE OF, the Parties here to have caused this MOU to be executed as of the date written below y their duly authorized representatives.

For

**SIGNED for and on behalf of
Max Healthcare Institute Limited**

Signature 
Name: Col. Binu Sharma
Position: Sr. Director-Nursing
Max Health Care Institute
Limited



Witness
Signature 
Name: Ajitabh Alwin Thomas
Position: AGM | Nursing Quality
Education & Training,
Max Health Care Institute
Limited

SIGNED for and on behalf of SGT University

Signature 
Name: Dr. Joginder Yadav
Position: Registrar,
SGT University, Gurugram

**Registrar
SGT University
Budhera, Gurugram**

Witness
Signature 
Name: Prof. (Dr.) Sunil Kumar Dular
Position: Dean, Faculty of Nursing
SGT University, Gurugram

**Dean
Faculty of Nursing
SGT University,
Budhera, Gurugram**