



MEMORANDUM OF UNDERSTANDING

Between

SGT University, India

And

APAR Health Services LLP, India

Shree Guru Gobind Singh Tricentenary University (SGTU), Gurugram, India and wish to establish cooperative relations between the two institutions, especially to develop academic research links/collaboration and cultural interchange between the two institutions through mutual assistance in the areas of education, research, capacity building and others.

About SGT University

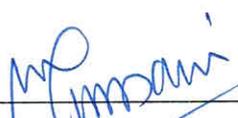
Shri Guru Gobind Singh Tricentenary University, is a private University in Gurugram, Haryana. The University came into existence by the Haryana Private Universities (Amendment) Act No. 8 of 2013 making educational opportunities available to all segments of society, under the parasol of Dashmesh Educational Charitable Trust, found in 1999. The University is providing education in various disciplines, which is relevant for today's health care needs & highly competitive global market. The University offers a unique blend of theoretical & practical training & cutting edge technology to students, making them technically well rounded professionals.

The University wishes to establish a learning environment that shall motivate the students to explore their levels of potential & its related scope in their respective fields. The Mission is to develop with great sense of esthetics, a learning stimulating environment. The futuristic curriculum is specially designed to cater to the needs of present era & also prepare the students on application fronts in working as a team with ethical; morals & professional liabilities. SGTU believes in overall holistic development of our students as well as the Faculty in every discipline, so that they can perform their responsibilities in the community in best manner.

The University has secured A+ Grade in recently held NAAC Inspection.

About Collaborating Institution:

APAR HEALTH SERVICES, a LLP incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008 under laws of India, having its registered office at 65, ESPACE, South City II, Nirvana Country, Sector-50, Gurgaon, Haryana-122018, India (hereinafter referred as "AHS"). AHS is a


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professional development company which focuses on education, skilling, clinical research and healthcare.

Scope of Cooperation:

The areas of cooperation include, subject to mutual consent, programs offered at both institutions as felt desirable and feasible on either side, or that both sides contribute to fostering and development of the cooperative relationships between the two institutions. The assistance to be provided by each of the parties will be teaching, research, exchange of faculty and students, cultural exchange and staff development, as deemed beneficial by the two institutions. Upon reaching agreement on specific projects, the parties shall document their understanding of the specific terms of each project in a written agreement to be signed by both parties.

General Area of Cooperation:

Assistance shall be carried out subject to the advance written approval through such activities or programs as:

1. Curriculum Development
2. Professional development
3. Student Exchange
4. Faculty Exchange
5. Research Collaborations as per the approval of the ethical committee of the respective institutions.
6. Co-organizing national/ international seminars
7. Continuing Education

Boarding and lodging during faculty and student exchange:

The host institution will be responsible for the accommodation and local travel of the visiting faculty members and students at the university campus at a minimal cost. But if the visitors so desire they can arrange their own accommodation by bearing the applicable cost and the parent institution will be responsible for the same.


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Intellectual & Technical Property Rights

In the course of collaboration between SGTU and , participating individuals using proprietary materials and technologies acquired by either institution must adhere to intellectual property (IP) and technical property (TP) protection (e.g. material transfer agreement (TA) or license) pertaining to the relevant technologies and material. Protection of innovation, research products and other IP/TP (through patents, knowledge production right, or other means) accruing from joint collaboration between SGTU and will be done jointly following consultations with the relevant institutional IP/TP organs/panels on proprietary science and technology. Ownership and management of all TP and IP resulting from any collaboration shall be addressed in the written agreement governing each project.

Renewal, Termination and Amendment

This Memorandum of Understanding shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that either party giving written notice of 30 days to the other party in any year may terminate it. However, all prior and ongoing commitments made by the parties shall be completed in such eventualities, as agreed. The agreement may be extended by mutual consent of the two parties.

This Memorandum of Understanding may be amended by written amendment signed by the authorized persons at each institution.

For the purposes of this memorandum of agreement encompassing specific programs between SGTU and it is understood that a specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each program, visit or an assignment or such exchange, including those concerning financial implications will be worked out between both the parties. A separate agreement will be entered into giving such details including term of exchange of any intellectual property.

The agreement shall be binding upon signing by authorized individuals of SGTU and shall be effective as of the date last written below.

Limitation of Liability

Neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This MoU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.


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Confidential Information

During the tenancy of the MoU, both the parties will maintain strict confidentiality and prevent disclosure of all the confidential information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU. Each Party agrees to protect the Confidential Information disclosed to it with the same degree of care as it would use to protect its own confidential information of like nature, but not less than a reasonable degree of care, and agrees not to disclose to any third party the fact that the Confidential Information has been provided to or received from the other Party or that discussions are taking place between the Parties. Further, both the parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

Confidential Information for the purpose of this clause shall mean and include any and all information of a confidential nature whether disclosed in writing or not including the following without limitation

- (i) Technical and other information including, without limitation, current and future products, product development, business strategies and business forecasts and results, regulatory strategies, lifecycle management strategies, manufacturing, distribution, commercial practices, scientific data, processes, intellectual property and intellectual property strategies;
- (ii) Any information and/or materials relating, but not limited to, the business affairs, personnel, financial condition, operations, assets and/or liabilities or commercial interests of a Party and its Affiliates or of a third party to which the disclosing Party has lawful access that is disclosed pursuant to this Agreement;
- (iii) all personally identifiable information, such as name, title, address, telephone number and e-mail address ("Personal Data"); and
- (iv) information, data and results pertaining to tests and analysis performed with samples, if any.

Governing Law and Jurisdiction:

This MOU shall be governed by and construed in accordance with the substantive Central and State laws of India. Any and all disputes, controversies and conflicts between or among the parties arising out of or relating with this agreement shall be subject to the jurisdiction of Gurugram.


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Dispute Resolution:

In the event a dispute arises in connection with the validity, interpretation, implementation or alleged breach of this MOU, the parties shall attempt in the first instance to resolve such dispute through negotiation. If the dispute is not resolved through negotiation then either party may refer the dispute for resolution to the Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto, and the decision of the Arbitrator (whom shall be jointly appointed by both the parties) shall be binding upon both the parties. The seat of Arbitration shall be at Gurugram. The language of arbitration shall be English. The provisions of this Article shall survive the term/termination of this Agreement. Each party shall bear its own cost of the arbitration.

Indemnification

Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its servants and agents. Each Party ("Defaulting Party") hereby undertakes and agrees to indemnify and keep and hold the other Party ("Non Defaulting Party") indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this MOU or arising from any breach of terms and conditions of this Agreement including any third party claims for infringement of intellectual property rights.

Independent Contractors

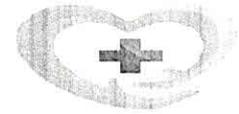
The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this MOU shall be construed as establishing a partnership, agency, employment, or other similar relationship between the parties hereto.

Partial Invalidity:

If any clause, paragraph, term or provision, of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, such clause, paragraph, term or provision shall be deemed several and the remainder of the MOU shall remain valid and enforceable.


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APARhealth

No Financial Commitment Clause

This MOU is not a commitment of funds or any other financial implications towards either Institution.

SIGNED BY THE PARTIES

For and behalf of SGT University

[Signature]
**Registrar
SGT University
Budhera, Gurugram**

Partner name- SGT University, Gurugram
Partner representative -Mr. Joginder Yadav, Registrar

Address- SGT University
Budhera Badli Road
Gurugram (HARYANA)-122505
Telephone-0124- 2278183
E mail-registrar@sgtuniversity.org

March 5, 2025

For and behalf of APAR Health Services LLP

[Signature]

Partner name: APAR Health Services LLP
Partner representative: Dr. Pooja Sharma
Position: CEO

Address: 65, ESPACE, South City II, Nirvana
Country, Sector-50, Gurgaon, Haryana-
122018

Telephone: 9811535739
E mail: ceo@aparhealth.com



In witness of:

[Signature]
05/03/2025

Name:

Designation: *Prj (ca) vijay sharma*
Dean ICIA

In witness of

[Signature]

Name: **ADARSH KESHARI**

Designation: *Research Fellow*