

Non Judicial



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Haryana Government



Date : 11/11/2023

Certificate No. G0K2023K376

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Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Faculty of nursing sgt University

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Budhera

District : Gurugram

State : Haryana

Phone: 99*****93



Buyer / Second Party Detail

Name : Fortis hospitals limited

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : New delhi

District : New delhi

State : Delhi

Phone : 99*****93

Purpose : AGREEMENT

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 ("Agreement") is made on this 23 day of January 2024 by and between:

Faculty of Nursing, SGT University, Budhera, Gurugram-Badli Road, Gurugram, 122505, (hereinafter referred to as the "University", which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the FIRST PART

And

Fortis Hospitals Limited, a company registered under the Companies Act, 1956 and having its registered office at Fortis Healthcare Limited (Escort Heart Institute & Research Centre, Okhla Road, New Delhi-110025), India (hereinafter referred to as "Fortis", which expression shall unless or repugnant to the context or meaning thereof include its successors and assigns) of the SECOND PART

Registrar
SGT University
Budhera, Gurugram

Dr. Gurvinder Kaur
Facility Director
Fortis Memorial Research Institute
Sector-44, Gurugram-122002, Haryana

RECITALS

- A. Faculty 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 University is engaged in the business of education and conducting specialist training programs in and runs and operates a nursing college
- B. Fortis is in the business of operating and managing state-of-the-art integrated healthcare facilities in India that entail the finest medical skills combined with compassionate and patient care. Fortis also has the finest talent in medicine, management and in paramedical disciplines that is comparable with the best in the world. Amongst others Fortis operates and manages a hospital namely 'Fortis Hospital' located at Sector 44, Opposite Huda City Centre Metro Station, Gurugram **Hospital**").
- C. Parties wish to collaborate with each other to provide an observership program for final year students of College, at the Hospital ("**Program**").
- D. Based on mutual representations and discussions, the Parties wish to leverage their respective skills and synergies for ensuring better and effective management of the Program on a joint basis and now wish to record the terms and conditions on which proposed collaboration shall function.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Unless otherwise specifically provided in this Agreement, the terms below, used in the singular or plural form, in both genders, when in capitalized initials, shall have the following meanings:

- 1.1. "Agreement" means this Agreement together with all Annexures, schedules and Scope of Work, as amended from time to time along with the Agreement;
- 1.2. "Applicable Law" means any applicable laws, rules and regulations, including, but not limited to, any rules, regulations, guidelines, ordinances or other requirements of the Regulatory Authorities that may be in effect from time to time in relation to this Agreement in India;
- 1.3. "Curriculum" shall mean complete syllabus for Program, including without limitation theory and practical aspects and detailed outline for its implementation.
- 1.4. "Effective Date" shall mean the date of execution of this Agreement;
- 1.5. "Participant(s)" means the students who will enroll in the Program;
- 1.6. "Regulatory Approval" means the permissions, license or consent from applicable national, regional, state, provincial or regulatory agencies, departments, commissions, councils or other national advisory bodies;
- 1.7. "Term" means the duration of this Agreement as mutually agreed by the Parties under Clause 3.1;

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Facility Director
Fortis Memorial Research Institute
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2. PURPOSE AND AIMS OF THE AGREEMENT

- 2.1. The Parties have entered into this Agreement with objective of collaborating an observership program for final year students of College, at the Hospital as mutually agreed between the Parties.
- 2.2. This agreement between the Parties is a non-exclusive Agreement and Parties may enter into similar kind of agreement with any other party.

3. RESPONSIBILITIES OF PARTIES

3.1 During the Term of this Agreement, University shall have the following role and responsibilities:

- (i) University shall be responsible to get the Curriculum developed in consultation with Fortis. Any modifications would be incorporated after mutual consultation between the Parties;
- (ii) University shall be solely responsible for Participants boarding, lodging and transportation from their residence to the Hospital and vice-versa;
- (iii) University may consider conducting examinations (written or oral) through external/internal examiners post-completion of Program;
- (iv) University in consultation with Fortis may consider awarding certificates to Participants on successful completion of the Program;
- (v) University shall not use the name of Fortis in any manner whatsoever for the purposes of promotion of the Program or its academic programmes unless the manner and extent of such usage has been pre-approved in writing by Fortis;
- (vi) Participants shall always be the students of University alone and shall not mean or construed to be students of Fortis as the limited role of Fortis is to make available its facilities for Program to Participants;
- (vii) University shall share the details, duration, objectives and structure of the agreed Curriculum for Program with Fortis and Participants.
- (viii) University will ensure a faculty from tier team accompanies the participants in the Fortis facility and also takes responsibility of their discipline and conduct.
- (ix) Participants will comply to grooming standards and ensure the same while being in the facility in order to keep up the standards of nursing laid by Fortis and University.
- (x) As the participants would utilize resources including consumables related to infection prevention and other clinical workflows, and will also receive study materials, a minimum amount of Rs 500/- per student per month will be charged against the same as agreed by Fortis and SGT University.
- (xi) University shall designate a staff member to coordinate and act as the liaison between University and Fortis for Program;
- (xii) University shall create and develop the following in consultation with Fortis:
 - a. Rules of professional conduct to which Participants must adhere during the Program;

- b. Participants' obligation to comply with University and Fortis rules and regulations during the Program;
- c. Access to the online learning platform, if any;
- d. Coordinate with the Program coordinator at Fortis to monitor the attendance, progress and conduct of the Participants;
- e. Continuous exchange of information between University and Fortis through video conference, email, telephone and on-site visits;
- f. Take periodic feedback from the Participants and share the same with Fortis and the designated coordinators.

3.2 During the Term of this Agreement, Fortis Hospital shall have the following role and responsibilities:

- (i) Fortis will allow to the Participants to participate in the Program at the Hospital. Professionals from Fortis may conduct/ supervise the Program of the Participants.
- (ii) Fortis shall have the right to refuse or terminate the Program to a Participant on the grounds of indiscipline, misbehavior or any kind of misconduct.
- (iii) Fortis shall provide the necessary facility to Participants as mutually agreed with University on best effort basis;
- (iv) Fortis shall provide Participants with a suitable learning environment and supervision consistent with the Program Curriculum;
- (v) Fortis may consider:
 - a. Monitoring the attendance and progress of the Participants and sharing the same information with University's coordinator;
 - b. Providing an orientation to Participants which includes:
 - i. Participants' obligation with respect to disclosure of information about the Patients at the Hospital;
 - ii. Rules and regulations of the Hospital;

3.3 The Parties shall be jointly responsible for the following:

- (i) Parties shall jointly develop and design a Curriculum and detailed syllabus for the Program. For said purpose, Parties shall constitute a joint team comprising of professionals from Fortis and University.
- (ii) Parties shall jointly work out Curriculum structure. The joint team will recommend the curriculum to be divided into theory and practical and duration thereof.
- (iii) Number of Participants eligible to participate in the Program.
- (iv) Objectives, structure and components of program.
- (v) Continuous evaluation of the Program and exchange of information between University and Fortis through videoconference, email, telephone and on-site visits.
- (vi) Neither Party shall discriminate the Participants on the basis of race, color, national origin, religion, sex, age or status as a disabled person or otherwise.

4. TERM AND TERMINATION

4.1 This Agreement shall be valid and binding between the Parties commencing on the Effective Date and subject to Clause 4.2 below, shall remain in force from the Effective Date till the period for 03 years. This Agreement can be extended on mutually agreed terms and conditions.

4.2 Notwithstanding anything contained in Clause 4.1 above, this Agreement may be terminated:

- (i) by Fortis forthwith upon written notice to University in the event of a material breach of the provisions, including without limitation the representations and warranties of University of this Agreement ("**Breaching Party**"), which breach has not been remedied by the Breaching Party within 21 days of receipt of written notice requiring remedy of the such breach;
- (ii) by either Party forthwith upon written notice to the other Party, if any proceedings under any law relating to insolvency are commenced against the other Party or if any Party makes an application under any such law for being adjudged/declared an insolvent;
- (iii) By either Party upon one month's prior written notice to other Party without assigning any reason.

4.3 The right of either Party to terminate this Agreement will be in addition to any other remedies it may have. All remedies to either Party under this Agreement are cumulative and not alternative and may be enforced successively or concurrently.

4.4 Expiry/termination of this Agreement will be without prejudice to any rights that either Party may have accrued against the other prior to termination.

5. CONSEQUENCES OF TERMINATION

5.1 Upon the termination of this Agreement, the Parties shall immediately return all confidential material and information that may have been made available to each other during the Term.

5.2 All payments becoming due and payable as on the date of termination, under the terms of this Agreement shall be paid immediately.

5.3 Parties shall cease to use the name and logo of other Party for any of its facilities or ventures. However, the Program of Participants who are enrolled at that time shall continue to be governed under the provisions of this Agreement till they complete their Program.

5.4 Parties hereby undertake to complete all pending assignments being performed / to be performed by them hereunder prior to such a termination and continue to perform all the Services of a continuous nature till the termination becoming effective

6. REGULATORY APPROVAL

All regulatory approvals that may be applicable to Parties for their respective operations in ordinary course shall be applied for and obtained by respective Parties as per the requirement under Applicable Law.

7. PUBLIC ANNOUNCEMENT

a. Parties agree that they shall not issue any release or make any public statement regarding this

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Registrar
SGT University
Budhera, Gurugram

Agreement unless agreed in writing between them or required of them by any law or legal process.

- b. Parties agree to perform such further acts and to execute and deliver any further documents, which may be necessary or appropriate to carry out the purposes and intentions of this Agreement.
- c. The Parties hereby warrant to the each other that they respectively have the relevant power, authority and legal right to sign and perform the terms of this Agreement and to conclude the formal documents.

8. INDEMNITY

- a. University undertakes to indemnify and keep Fortis its directors, shareholders, affiliates, employees harmless from and against any losses, damages, liabilities, suits, proceedings, actions, costs or expenses [including reasonable attorney's fees and other dispute resolution costs] that may be incurred, suffered or instituted:
 - i. as a result of damage caused to the facility/equipment and reput of Fortis by Participants who come for Program to Hospital; or
 - ii. non-compliance with or breach of the undertakings and representations made by University/ Participant(s) in this Agreement or otherwise; or
 - iii. as a result of any act of omission or commission or negligence in contravention of this Agreement by University, and/ or Participant(s); or
 - iv. as a consequence of the third party claims against, or legal dues of any nature on Fortis in connection with the subject matter of this Agreement; or
 - v. Infringement of intellectual property of the Fortis caused by University.
- b. That the entire responsibility for any claims raised/ made or any loss incurred by any Participant due to their own negligence or misconduct shall, be of the Participant and no liability whatsoever in that regard would be fastened onto Fortis.
- c. University shall be solely responsible for any injury/accident to Participant(s) at the Hospital and for any loss or damage cause by improper usage of infrastructure and assets provided by Fortis. University will be held responsible for damages/losses to the fittings, fixtures, equipment and the property of Fortis arising due to the negligence on part of Second Party and/or Participants, improper implementation of processes, procedures and systems and all the said losses and damages shall be recovered forthwith from Second Party. First Party shall also be entitled to claim damages for loss of reputation on account of any action/penalty taken by appropriate authority due to any unlawful act or deed or commission or lawful omission of SecondParty and/ or Participant.
- d. Fortis shall, at its own expense, indemnify, defend, and hold harmless the University 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 attorneys fees and expenses) any other loss that may occur arising from of relating to malfeasance, misfeasance or deliberate negligence or breach of any representations or warranties by its assigned attendants employees etc. and the performance of its material obligations under this MOU

Dr. Gurvinder Kaur
Facility Director
Fortis Memorial Research Institute
Sector-44, Gurugram-122002, Haryana

Registrar
SGT University
Budhera, Gurugram

9. CONFIDENTIALITY

- 9.1 Each Party shall keep secret all Confidential Information, if any, transmitted to it or made available to it by the other Party and shall not pass such Confidential Information on, wholly or partly, to third parties without express written consent of the other Party.
- 9.2 The Parties shall not disclose the terms of this Agreement or make any announcement in respect of the subject matter thereof without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made (a) after the disclosing Party has taken reasonable steps to consult with the other Party as to the terms of the disclosure; (b) only to the extent necessary by such law, rule or regulation; and (c) only to the person or persons and in the manner required by law, rule or regulations or otherwise as agreed by the Parties.
- 9.3 It is agreed that obligations of the Parties and the Company under this Article 9 shall survive the termination of this Agreement.

10. NON-COMPETE

- 10.1 University shall not solicit, canvass or entice away (or endeavour to solicit, canvass or entice away) any of the senior employees and/or medical and support staff/consultant from Fortis for the purpose of employment by University in an enterprise or venture competing with Fortis.
- 10.2 The Parties agree and acknowledge that the covenants and obligations with respect to non-compete as set forth in this Article 10 relate to special, unique and extraordinary matters, and that a violation or default of any of the terms of such covenants and obligations shall cause

Fortis irreparable injury. Therefore, University agrees that Fortis shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain University from committing any violation of the covenants and obligations contained in this Article 10, without the need to post bond or other security. These injunctive remedies are cumulative and are in addition to any other rights and remedies that Fortis may have at law or in equity.

- 10.3 The Parties agree and acknowledge that the restrictions contained in this Article 10 are considered reasonable for the legitimate protection of the business and goodwill of Fortis. However, in the event that such restriction shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this article 10 valid and effective.

11. NON- EXCLUSIVITY

- 11.1 Both the Parties agree that during the Term of this Agreement, both the Parties may enter into any discussion, understanding, arrangement similar to the one as above however they will not disclose the contents of this Agreement to any third party. Fortis shall be free to enter with similar Agreement with any third party in anywhere in India.

12. ASSIGNMENT

This Agreement shall not be assigned by either Party without the prior written consent of the other Party. However, Fortis shall be free to assign the terms and conditions of this Agreement to its affiliates or associates or group companies.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed with the laws of India. Jurisdictions for all disputes concerning this Agreement shall exclusively rest with the courts located within New Delhi.

14. ENTIRE AGREEMENT

This Agreement supersedes all prior understandings, agreements and undertakings, oral or written, among the Parties with respect to the subject matter of this Agreement.

15. AMENDMENT

An amendment or modification of this Agreement shall be effective or binding on the Parties only if it is in writing and signed by all the Parties.

16. INCONSISTENT PROVISIONS

In the case of any conflict between the terms of this Agreement and any applicable Laws, the Parties shall promptly take such action as may be necessary or desirable to the fullest extent permissible by Law, including the amendment of this Agreement, to give effect to the intentions and essential terms contemplated in this Agreement.

17. FURTHER ASSURANCES

The Parties shall procure all acts, matters, and things and the execution or signature of all and further deeds and documents to give full effect to the provisions of this Agreement.

18. WAIVERS

Any waiver, express or implied, by the Parties of any right under this Agreement shall not constitute or be deemed as a waiver of any other right or any other breach, whether of a similar or dissimilar nature to the right or breach being waived. No single waiver shall constitute a continuing waiver. Waiver of a Party's rights under this Agreement shall be effective only if that Party agrees in writing.

19. NOTICES

Any notice or other communication given pursuant to this Memorandum of Understanding must be in writing and (a) delivered personally, (b) sent by registered or certified mail, postage prepaid to the above stated address, as follows:

If to University:

University

SGT University
Budhera, Badli Road, Gurugram, Haryana-122505

Registrar
SGT University
Budhera, Gurugram

Dr. Gurvinder Kaur
Facility Director
Fortis Memorial Research Institute
Sector-44, Gurugram-122002, Haryana

If to Fortis Hospital:

Sector 44, Opposite Huda City Centre Metro Station, Gurugram

All notices and other communications required or permitted under this Agreement that are addressed as provided in this Article will (a) if delivered personally or by courier, be deemed given upon delivery; (b) if sent by registered or certified mail, be deemed given when received. Any notice or communication if sent by registered or certified mail, shall be deemed to be received by the addressee seven business days after the same is dispatched in case of dispatch within India. Any party from time to time may change its address for the purpose of notices to that party by giving a similar notice specifying a new address, but no such notice will be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

20. FINANCIALS

Fortis acknowledges that no compensation will be paid to Fortis or Fortis Professional in consideration of fulfillment of its obligations; However, a minimum amount of Rs 500/- will be charged per student per month towards the usage of scrubs and related PPEs, sanitation, disinfectants, stationary etc by the hospital.

21. RELATIONSHIP

This MOU does not constitute any partnership or joint-venture between the Parties hereto and is an MOU on principal to principal and non-exclusive basis

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

For: University
By: Registrar
(Signature) SGT University
Name: Dr. Joginder Yadav
Title: Registrar, SGT University Gurugram.

For: FORTIS HOSPITALS LIMITED
By: Dr. Gurvinder Kaur
(Signature) Facility Director
Name: Dr. Gurvinder Kaur
Title: Facility Director
Fortis Memorial Research Institute
Gurugram.