



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) made on 22nd day of November, 2023, by and between **GLOBAL HEALTH LTD.** a company incorporated under the Companies Act, 1956 having its registered office at E-18, Defence Colony, New Delhi -110024, (hereinafter referred to as “GHL”, which expression shall, unless repugnant to the context and meaning thereof, mean and include its executors, administrators, successors and permitted assigns); and **SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY**, (please insert details) (hereinafter referred to as “SGTU”, which expression shall unless repugnant to the context or meaning thereof, mean and include its executors, administrators, successors and permitted assigns). *GHL and SGTU shall be hereinafter collectively referred to as “Parties” and individually as a “Party”.*

WHEREAS:

- A. GHL 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/ Hospital**”).
- B. SGTU is a Private University located at Budhera, Badli Road, Gurugram, Haryana, founded in 2013. 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.
- C. GHL and SGTU have the common objective of developing a master’s level (post-graduation) program of nurse practitioner in critical care (hereinafter referred as “NPCC”) adhering to the curriculum provided by the Indian Nursing council. NPCC is a competencies-based training program adapted from International Council of Nurses (ICN,2005), and NONPF competencies (2012). The duration of the program is of 02 (two) years with the curriculum consisting of theory and advance clinical practice which is a major component of the program. (“NPCC”)
- D. Towards this, the Parties hereby agree to enter into this MOU to record their understanding in offering to student’s certain courses in NPCC as listed in Annexure 1 hereto (“**Identified Courses**”) in collaboration with each other and on such terms and conditions as set out in this MOU.

NOW, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SCOPE OF THIS MOU

- 1.1 The Parties hereby agree to collaborate together on the terms and the manner set out herein for the purpose of initiating and offering Identified Courses to students at SGTU campus located at Budhera, Badli Road, Gurgaon, Haryana-122507 (“**Campus**”) and at

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Medanta. It is clarified that detailed roles and responsibilities of the Parties including the batch size, duration and other details of the Identified Course are set forth in Annexure 1 hereto.

- 1.2 Parties may mutually agree to conduct joint research projects, symposia, conferences, seminars and scholarly meetings on such terms and conditions as may be agreed with respect to such specific events from time to time.

2. ROLES AND RESPONSIBILITIES OF THE PARTIES

2.1 SGTU's Roles and Responsibilities

- 2.1.1** SGTU shall be responsible for ensuring availability of any and all resources and infrastructure required for the purpose of delivery of Identified Courses at Medanta (including but not limited to providing a program coordinator research related compliance, conduction university examination, etc.), however, the resources and infrastructure required at Medanta shall be provided by GHL;
- 2.1.2** SGTU shall develop the curriculum and the course of the Identified Courses in compliance of the curriculum provided by Indian Nursing Council and in consultation with Medanta;
- 2.1.3** SGTU shall develop the eligibility criterion (Annexure – 2) for the students applying for the Identified Courses (in consultation with GHL). Further, SGTU (in consultation with Medanta) shall be responsible for co-ordination and management of admissions/ enrolment/university examination of the qualified students;
- 2.1.4** SGTU shall be responsible for the marketing, promoting and advertising the Identified Courses in and outside India. SGTU undertakes to comply with the provisions of Clause 6 while for the marketing, promoting and advertising the Identified Courses;
- 2.1.5** SGTU shall be responsible for conducting examination and awarding degrees, diplomas and certificates (as the case may be) to the students in a timely manner. However, students who have successfully completed and passed the Identified Course will receive a certificate of exposure in Clinical Research from GHL and SGTU jointly.
- 2.1.6** SGTU shall send 1 clinical instructor along with a batch of 10 students to accompany and supervise the students at Medanta;
- 2.1.7** SGTU shall comply with all applicable state and national laws and obtain and maintain any and all approvals and licenses as may be required for the purpose of initiating and offering Identified Courses to the students and undertaking and performing such other activities as may be required for the purpose of successful implementation of the Identified Courses.;
- 2.1.8** SGTU shall:
 - i.** endeavour and insist on its students / trainees, at all times during the Term of this MOU and while on the premises of Medanta, to comply with the rules and regulations prescribed by GHL relating to including but not limited to the code of conduct of the students/ trainees and not to interfere with or obstruct the operations of GHL at Medanta. Such students must maintain harmonious relations with the patients, their attendants/ visitors, employees and staff of GHL at Medanta


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- ii. endeavour and insist for regular biometric attendance of its enrolled/ selected students / trainees during their enrolment in the Identified Course at Medanta.
- iii. endeavour and insist on its students to maintain strict confidentiality of the terms and conditions of this MOU including any and all information gathered by them or comes to their knowledge while at the premises of GHL during their enrolment in the Identified Courses. SGTU shall further ensure that each of its enrolled student sign a separate confidentiality MOU with GHL (format attached as Annexure 3) before its enrolment in the Identified Course.
- iv. be solely responsible for the acts and omissions of its students at all times during the Term of this MOU and while their enrolment with GHL in the Identified Courses and shall keep GHL/ Medanta fully indemnified and harmless in this regard.

2.1.9 SGTU shall undertake and perform such other responsibilities as may be necessary for the successful initiation and implementation of the Identified Courses.

2.2 GHL's Roles and Responsibilities

- 2.2.1 GHL would make available its faculty as lecturers and teachers for theory and practical clinical training purpose to take classes and deliver lectures in Identified Courses at the Campus of GHL.
- 2.2.2 GHL would offer practical and/ or clinical training at Medanta to the students pursuing the Identified Courses. The nature, extent and schedule of such training shall be in compliance with the guidelines laid by Indian Nursing Council.
- 2.2.3 GHL shall be responsible for enrolling 10 (ten) students/Trainees as per the eligibility criteria set forth in this MOU.
- 2.2.4 GHL may participate in such research projects as may be identified by SGTU from time to time during the Term of this MOU.
- 2.2.5 GHL shall provide 02 (two) programme coordinators to coordinate NPCC programme.
- 2.2.6 GHL shall provide hostel facility to the students on first come first serve basis to the students/ trainees and shall charge the students/ trainees for the same ("**Hostel Fees**"). The hostel fees shall be directly paid by the students/ trainees to the GHL.

3 PAYMENT MECHANISM

3.1 The tuition fees for the NPCC program ("**Tuition Fee**") and university examination fee ("**Examination Fees**") for the Identified Courses shall be charged by the SGTU from the enrolled students/Trainees in the manner and amount set out herein.

NPCC Fee	SGTU Candidate Fee per Year	For Medanta Candidate Fee per Year
Tuition Fee	Rs. 143500/-	Rs. 71750/- (50% Discount on Tuition Fee)
Examination/Admission/Develop. /Others charges	Rs. 56500/-	Rs. 56500/-
Total	Rs. 200000/-	Rs. 128250/-


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One Time Amount to be paid at the time of Admission by Candidate-

Prospectus Fee-	Rs. 2100/-
Security (Refundable)	Rs. 10000/-
Alumni Fee-	Rs. 2500/-

In case such payments are subject to Tax Deducted at Source (TDS), certificates with respect to the said deductions shall be provided to GHIL within the time permissible under applicable laws.

4 ANTI BRIBERY

4.1 SGTU hereby further states and agrees that it has not, and will not, in the course of performing under this MOU:

- (i) violate the Global Health Limited's Anti-Bribery and Sanctions Compliance Policy (available on request) and applicable Anti-Bribery and Sanctions Laws and regulations;
- (ii) 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 the MOU and/or its business;
- (iii) it or any of its 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, GHIL and its subsidiaries shall have the right to terminate this MOU or to take other appropriate action in accordance with the terms of this MOU; and/ or
- (iv) it shall make its books and accounting records relating to this MOU available for inspection and/or auditing from time to time at GHIL or its subsidiaries' request.

5 USAGE OF INTELLECTUAL PROPERTY

5.1 The Parties hereby agree and SGTU hereby undertakes and warrants to ensure that the Identified Courses shall be marketed, advertised and promoted as being offered by SGTU 'in collaboration with GHIL'. Any and all material describing the Identified Courses or availability of Identified Courses at SGT shall mention that such Identified Courses are being offered by SGT 'in collaboration with GHIL'.

5.2 The Parties agree that they may use the proprietary marks (i.e. trade name and logo, "Intellectual Property") of each other on promotional materials, advertisements as prepared in relation to the promotion of the Identified Courses. Such use shall be subject to prior approval of the other Party with respect to the promotional materials and advertisements (content and format) prior to circulating or publishing the same.

5.3 No Party may use the Intellectual property of the other Party for any other purpose other than promotional activities in relation to the Identified Courses and this collaboration between parties.


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5.4 The Parties further agree that neither Party shall acquire any right whatsoever, through use, in the Intellectual Property of the other Party on account of the limited permitted use as per the terms of this MOU. All such rights pertaining to use and title of all Intellectual Property of each Party shall exclusively vest with the respective Party.

5.5 The Parties covenant that the Parties shall forthwith upon learning of any unauthorized reproduction, use, or modifications of the Intellectual Property of the other Party inform such Party of the same and will assist the said Party in taking all actions deemed necessary against such acts, at the costs and expenses of the aggrieved Party.

6 REPRESENTATIONS AND WARRANTIES

6.1 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 MOU and to carry out the transactions contemplated hereby;
- (ii) the execution, delivery and performance of this MOU 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 it's ability to perform its obligations under this MOU;
- (iv) it shall, upon earlier termination or expiry of this MOU, comply with the provisions of Clause 8.4 below;
- (v) the authorization to use the Intellectual Property under Clause 4 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.

6.2 In addition, SGTU hereby represents and warrants that:

- (i) it has the necessary infrastructure, manpower, expertise, experience and knowledge to initiate and commence the delivery of Identified Courses and additional Courses in the manner envisaged in this MOU and as required under applicable laws;
- (ii) it is 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 MOU any and all approvals and licenses as may be required for the purpose of offering Identified Courses and the additional Courses to the students and undertaking and performing such other activities as may be envisaged herein;
- (iii) the personnel, if any, providing the services under this MOU are employees of SGTU;
- (iv) SGTU and/or its employees, or its owner (whether direct or indirect) have not been the subject of any reports, allegations, or convictions of Bribery, corruption or other illegality.

6.3 SGTU hereby agrees to indemnify, defend, hold harmless and keep indemnified, GHIL, its respective officers, employees, agents and representatives from and against any losses, damages, liabilities, cost or expenses (including attorney's fees), actions, proceedings, penalties, fines, judgments, or awards accruing to or made on GHIL arising out of (i) any breach or inaccuracy of any representation, warranty, covenant or MOU made or failure to perform (whether in whole or part) any obligation required to be performed by SGTU under this MOU or non-observance / non-compliance of any applicable laws, rules and regulations; (ii) implementation of the Identified Courses at GHIL; (iii) breach of confidentiality; and (iv) acts and omission of SGTU and/ or its students. It is further clarified that GHIL and/or the Visiting Faculty shall not in any way be responsible for any


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liability arising out of or relating to the operation and management of SGTU and delivery of Identified Courses and the additional courses to the students. SGTU shall keep GHIL indemnified against such liabilities.

GHIL will indemnify, defend and hold harmless the SGTU and its officers, employees, agents, representatives and successors and assigns from all claims, damages, assessments, costs, losses and other expenses of any kind, including but not limited to reasonable attorneys' fees and court costs arising out of or resulting from any claim, demand, suit, action or other proceeding brought against GHIL (collectively, "Claims") 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.

7 CONFIDENTIALITY

- 7.1 For the purposes of this MOU, "**Confidential Information**" shall mean and include any and all sensitive patient personal information, clinical and non-clinical information including test results/ reports, SOPs, material, information, ideas, designs, documents, concepts, technology, commercial knowledge, trade secrets, operations, commercial and financial information, business plans, financial results, marketing reports and strategies, dividends, change in capital structure, mergers, de-mergers, acquisitions, de-listings, disposal and expansion of business and such other transactions, change in key personnel, know how, process, all intellectual property including trademarks, copyrights, data related to employees, present or proposed Clients and/or any other unpublished price sensitive information of strategic importance to the Parties likely to materially affect the price of the securities, which has been provided/ disclosed by the Disclosing party and/or its Representatives to the Receiving Party in relation to the Intended Purpose, included but not limited to any confidential or proprietary information, whether disclosed to or obtained by the Receiving Party during the Term of the MOU in writing, orally, electronically or visually, in any form, format or media.
- 7.2 Receiving Party undertakes to keep and maintain all confidential information received from Disclosing Party (whether written or oral, including any proprietary commercial, business, technical or operational information collected/ acquired during provision of Services) in the strictest confidence 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 MOU) or make copies of any confidential information without the prior written consent of Disclosing Party. All such information shall remain the sole and exclusive property of Disclosing Party and upon termination or expiry of this MOU, Disclosing Party shall return or destroy such information to the reasonable satisfaction of Receiving Party.
- 7.3 Receiving Party agrees to comply with applicable rules and regulations with regard to prevention of insider trading including SEBI (Prohibition of Insider Trading) Regulations, 2015 while in possession of Confidential Information received from the other Party (the "**Disclosing Party**") in the strictest confidence 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.


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8 TERMINATION AND CONSEQUENCES OF TERMINATION

8.1 This MOU shall be valid for a period of 6 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.

8.2 Either Party may terminate this MOU by giving 30 (thirty) days prior written notice to the other Party without assigning any reason for the same.

8.3 Either Party may forthwith terminate this MOU if:

- (i) the other Party fails to perform its material obligations under this MOU 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 MOU which have accrued as on the date of termination of this MOU and without affecting the rights and powers conferred by this MOU on the Parties.

8.4 On expiry or earlier termination of this MOU, within 1 (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;
- (ii) each Party shall cease to use the other Party's Intellectual Property and all promotional material (in physical and/or electronic form) which includes other Party's Intellectual Property or represent any kind of association between the Parties. Such promotional material must be destroyed and not put to any further use.
- (iii) each Party shall continue to remain solely liable and responsible towards its liabilities accrued till the date of termination of this MOU; and
- (iv) neither Party shall be entitled to any compensation on account of such termination, except as envisaged herein.

9 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

9.1 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. 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.

9.2 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 New Delhi.

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10 MISCELLANEOUS

10.1 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 GHL: Medanta- The Medicity, Gurugram- Haryana

To SGTU: Budhera, Badli Road, Gurugram, Haryana-122505

No communication exchanged by, originated from, or received by either Parties shall bind either, or in any manner alter the terms of this MOU, 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 MOU shall be deemed void and invalid to such extend, and shall be read accordingly.

10.2 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 MOU on any actions with regard to any operational aspect of the Service contemplated under this MOU:

To GHL: Mr. Vinod Krishnankutty, Director Nursing, Medanta- The Medicity, Gurugram

To SGTU: Dr. Sunil Kumar Dular, Professor & Dean, Faculty of Nursing

10.3 Entire MOU: This MOU precedes any prior MOUs or understandings relating to such subject matter.

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

10.5 Waiver: No waiver of any provision of this MOU shall be effective unless set forth in a written instrument signed by the Party waiving such provision.

10.6 Independent Rights: Each of the rights of the Parties hereto under this MOU 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 MOU or otherwise.

10.7 Severability: Each and every obligation under this MOU 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.

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- 10.8 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.
- 10.9 Assignment: Neither Party shall assign this MOU or its rights and obligation hereunder without the prior written consent of the other Party.
- 10.10 Counterparts: This MOU shall be executed in two (2) or more counterparts, all of which shall constitute one and the same MOU.
- 10.11 Survival: Such Clauses which by its very nature should survive the expiry and termination of this MOU shall survive the termination or expiry of this MOU.

IN WITNESS WHEREOF, the Parties by their duly authorised representatives have executed this MOU on the day first above written:

SIGNED for and on behalf of GHIL

SIGNED for and on behalf of SGTU

Signature



Name

Mr. Vinod K. Krishnakutty,
Director Nursing, Medanta-
The Medicity, Gurugram

Position

Signature


Registrar
SGT University
Budhera, Gurugram

Name

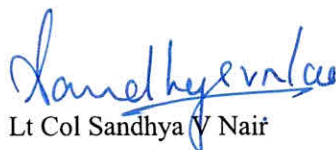
Dr. Joginder Yadav

Position

Registrar, SGT University,
Gurugram, Haryana

Witness

Signature



Name

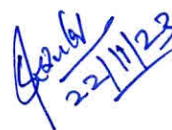
Lt Col Sandhya V Nair

Position

NS, HOD, Training and
Development, Medanta- The
Medicity, Gurugram

Witness

Signature


22/11/23

Name

Dr. Sunil Kumar Dular

Position

Dean, Faculty of Nursing,
SGT University, Gurugram

ANNEXURE 2
ELIGIBILITY CRITERION

Admission Requirements (As per Indian Nursing council):

- A. Applicants must possess a registered B.Sc. Nursing/ P.B.B.Sc. nurse with a minimum of one-year clinical experience, preferably in any critical care setting prior to enrollment.
- B. Must have undergone the B.Sc. (Nursing) in an institution found suitable by the Indian Nursing Council and have been registered in any State Nursing Council.
- C. Must have scored not less than 55% aggregate marks in the B.Sc. Nursing/Post Basic B.Sc. Nursing program.
- D. Selection must be based on the merit of an entrance examination and interview held by the competent authority.
- E. Must be physically fit.


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