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हरियाणा HARYANA

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AGREEMENT

Between

SGT UNIVERSITY, GURGAON, DELHI-NCR
 (A University established by an act of the legislature of State of Haryana)

And

HG SLEEP CURE SOLUTIONS PRIVATE LIMITED
 (A Company registered under the Companies Act 1956)

This Agreement ("**Agreement**") is made at Gurgaon on this 30th of June 2014 by and between **SGT UNIVERSITY**, has been established under an act of the legislature of the State of Haryana (The Haryana Private Universities (Amendment) Act No. 8 of 2013) and having its registered office at B-65, Paschimi Marg, Vasant Vihar, New Delhi – 110057 hereinafter referred to as "**SGT UNIVERSITY**", which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the **FIRST PART**;

AND

HG SLEEP CURE SOLUTIONS PRIVATE LIMITED, a company registered under the Companies Act, 1956 and having its registered office at 233, Sector 22A, Gurgaon (hereinafter referred to as "**SCS**", which expression shall unless or repugnant to the context or meaning thereof include its successors and assigns) of the **SECOND PART**.



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[Signature]
Director

WHEREAS

- A. SGT University offers student-centered, flexible, industry-relevant quality education available in the stream of B. Sc. (Sleep Disorder Technology).
- B. SCS is in the business of establishing and managing Sleep Services in India. It is playing a pioneering role in the emergence of this important new specialty. Its run and managed by some of the most qualified physicians in this part of the world.
- C. SGT University recognizes that for a sustained growth in the current highly competitive and dynamic Healthcare environment it is imperative to collaborate with a professionally managed corporate hospital group with a reputed profile for training its student in the field of Medical Education and Health Sciences.
- 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 training of the students for Medical Education and Health Sciences and now wish to record the terms and conditions on which proposed collaboration shall function.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings assigned to them herein below:

"Agreement" shall mean this Agreement and any revision or modification thereof including attached schedules and annexures;

"Advisory Committee" shall mean the Committee formed by **HG SLEEP CURE SOLUTIONS PRIVATE LIMITED** for approving the curriculum, overseeing the program and advice about theory, practical and clinical training at the start of the program and periodically thereafter as on required basis.

"Curriculum" shall mean complete syllabus for Programme, both theory and practical aspects and detailed outline for its implementation over a period of four years.

"Effective date" shall mean the date of execution of this Agreement.

"Fees" for all practical purposes shall mean all the amounts charged to the students with the exception of those which are refundable and the amounts, which are charged for transport, boarding and lodging facilities being provided, if any, solely by SGT University.

"SCS Network" shall mean the facilities operated and run by SCS directly or its subsidiaries or associates or group companies.

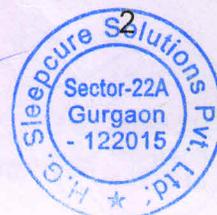
"Joint Committee" shall mean the Committee so formed, comprising of two professionals from **HG SLEEP CURE SOLUTIONS PRIVATE LIMITED** and two academicians from SGT University for approving the curriculum, overseeing the program, advice about



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Director

theory, practical and clinical training at the outset and periodically thereafter as on required basis and resolve if and when there is any operational inconvenience/difficulty.

"**Programme**" shall mean course of three years for B. Sc. (Sleep Disorder Technology) which shall be run & conducted by SGT University.

"**Party**" shall mean either SGT University or SCS.

"**Parties**" shall mean joint reference SGT University and SCS.

2. SCOPE OF THE AGREEMENT

During the Term of this Agreement, the Parties are having a tie-up to provide a framework for theoretical and practical training to the students leading to award of B. Sc. (Sleep Disorder Technology) to be conducted by SGT University.

3. Responsibilities of the Parties

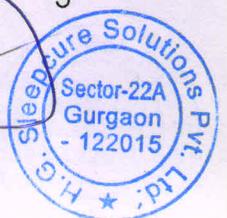
3.1 Role and Responsibilities of SGT University:

- (i) SGT University shall be responsible to get the training curriculum developed by the joint committee approved through its Board of Studies and the Academic Council or any other authorities under the Applicable Law. Any modifications suggested by the Board of Studies or the Academic Council would be incorporated after mutual consultation in writing between the two Parties.
- (ii) SGT University shall be responsible for delivery of the theory and practical portion of the training curriculum through faculty on its rolls and it may hire guest faculty, if required for delivery of such education. All logistics associated with academic delivery to include classrooms, laboratories, and other training aids, accommodation of the students, their transport and victuals shall be the sole and exclusive responsibility and at sole and exclusive cost and expense of SGT University.
- (iii) SGT University shall communicate to its students that they shall have to make their own arrangement for boarding and lodging and transport charges from their residence to **HG SLEEP CURE SOLUTIONS PRIVATE LIMITED** Hospital and vice-versa during the period of clinical training.
- (iv) SGT University shall award Degree Certificates and grade cards to all students on successful completion of the Program.
- (v) SGT University shall not use the name of SCS for the purposes of promotion of the courses or its academic programs or in any manner whatsoever unless the manner and extent of such usage has been pre-approved in writing by Director of SCS.



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H G Sleepcure Solutions Pvt. Ltd.



Director

(vi) SGT University shall ensure that no loss or damage is carried out to the facility/equipment and repute of SCS by its students and shall keep SCS indemnified for any such loss.

3.2. Role and Responsibilities of SCS:

- (i) The curriculum developed by the joint committee shall be approved by the Advisory Committee of SCS.
- (ii) SCS shall make available its facilities for clinical training of SGT University students pursuing the abovementioned programme, without disturbing or hampering the functioning/ operation of the centre. Professionals from SCS will conduct and supervise the training of the students during this period.
- (iii) SCS shall not be under any obligation to arrange for any accommodation and/or transport for such students during the course of such training. Also SCS shall not be responsible for any payment to students or to SGT University in respect of boarding and lodging and all cost and expense for such boarding and lodging shall be solely and exclusively borne by students enrolled.
- (iv) SCS may provide, subject to availability, a suitable placement to all students of B. Sc. (Sleep Disorder Technology) who have satisfactorily completed the degree program covered under this agreement, provided student has passed all examinations, is not involved in disciplinary case, bears good moral character and meets the recruiting standard of SCS.
- (v) SCS shall have the right to refuse or terminate the practical training to a student on the grounds of indiscipline, misbehavior or any kind of misconduct and SGT University shall deal with such cases in appropriate manner as per university rules.
- (vi) SCS shall bear the operational expenses within the premises of concerned hospital while the students visit this establishment during clinical training. The tenure of the said training will be for the entire program, that is – B.Sc.(Sleep Technology)
- (vii) SCS shall separately issue a certificate to the students certifying the completion of the clinical training undertaken by them.

3.3 The Parties shall be jointly responsible for the following:

- (i) Curriculum and detailed syllabus for the complete program covering a period of three years will be prepared jointly by SGT University and SCS as per guidelines under the relevant Laws. For this purpose a joint team comprising two professionals from SCS and two members of faculty from SGT University will be formed.
- (ii) Training Curriculum structure will be worked out by a joint team subject to approval by the Academic Council of SGT University and shall be mutually agreed in writing. The team



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Director



will recommend the curriculum to be divided in to theory and practical, to be covered at the SGT University campus and clinical training to be carried out at the SCS Centre Gurgaon.

4. TERM AND TERMINATION

4.1 This Agreement shall be valid and binding between the Parties commencing on the Effective Date and subject to Article 11.2, shall remain in force from the Effective date till the period for 10 years. This Agreement can be extended on mutually agreed terms and conditions.

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

(i) by either party upon written notice to the other party in the event of a material breach of the provisions, including without limitation the representations and warranties 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 the other party.

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 Both parties shall cease to use each other's name and logo for any of its facilities or ventures

5.3 The training of students who are on roll at that time shall continue to be governed under the provisions of this Agreement till they complete their training.

6. WEBSITE AND OTHER PROMOTIONAL MATERIAL

6.1 Subject to clause 6.2 below, SGT University shall be allowed to mention in their promotional material and on their website that they have tie-up with SCS.

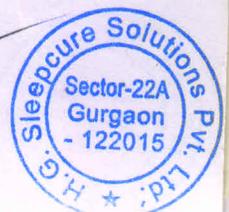
6.2 All such material shall be pre-approved in writing by SCS before its release.



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Director



6.3 Further, SCS shall also be allowed to use the name of SGT University in their promotional material and website.

7. PUBLIC ANNOUNCEMENT

7.1 The Parties agree that they shall not issue any release or make any public statement regarding this Agreement unless agreed in writing between them or required of them by any law or legal process.

7.2 The 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.

7.3 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

8.1 SGT University shall, jointly and severally, indemnify, defend and hold harmless **HG SLEEP CURE SOLUTIONS PRIVATE LIMITED** and any of its Affiliates, officers, directors and employees (each an "**Indemnified Party**") against any and all costs, damages, claims or demands arising out of or in connection with:

8.1.1 any misrepresentation or any breach of any Warranty or any covenant or agreement hereunder including to third parties; and/or

8.1.2 any and all costs and expenses incurred by the Indemnified Party(ies) in respect of a claim under this Clause.

8.1.3 any damage caused to the facility/equipment of SCS by its students who come for clinical training to SCS

8.1.4 any non-compliance with or breach of the undertakings and representations made by SGT University in this Agreement

8.1.5 any act of omission or commission or negligence in contravention of this Agreement by SGT University, and, or, on the part of its, employees and students,

8.1.6 any third party Claims against, or legal dues or any other damages including but not limited de-recognition of the course mentioned above by appropriate authority, charging/refund of fee of any nature on SGT University in connection with the subject matter of this Agreement

8.2 SCS shall indemnify, defend and hold harmless SGT University and RBEF and any of its Affiliates, officers, directors and employees (each an "**Indemnified Party**") against any and all costs, damages, claims or demands arising out of or in connection with:



C.S.M.

[Signature]
H G Sleepcure Solutions Pvt. Ltd.



Director

8.2.1 any misrepresentation or any breach of any Warranty or any covenant or agreement hereunder; and/or

8.2.2 any and all costs and expenses incurred by the Indemnified Party(ies) in respect of a claim under this Clause in the event of those breach for which **HG SLEEP CURE SOLUTIONS PRIVATE LIMITED** has indemnified SGT UNIVERSITY.

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 10 shall survive the termination of this Agreement.

10. Non-Compete

10.2 Either Party shall not and procure whether directly or indirectly, by themselves or in association with or through any Person, in any manner whatsoever (whether in its own capacity or in conjunction with or on behalf of any Person, as an employee, adviser, partner or shareholder of or consultant to any other Person, firm or company), do or undertake or attempt to do or undertake any of the following activities during the subsistence of this Agreement and for a period of 1 (one) year from the termination of this Agreement:

(i) hire or solicit or attempt to hire or solicit the employment of any employee/consultant/contractual/paramedics/support staff executive/officer of either Party

(ii) induce or attempt to induce any officer, director or employee of the respective Party to leave its employment in favour of the other Party or otherwise interfere in any manner with the contractual, employment or other relationship of such officer, director or employee of the respective Party.

In breach of the above mentioned clause, the aggrieved party shall be entitled to an interim injunction and/or any other equitable relief from the Courts of Law.



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H G Sleepcure Solutions Pvt. Ltd.



Director

11. ASSIGNMENT

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

12. JURISDICTION

12.1 The jurisdictions for all disputes concerning this Agreement shall rest with the courts located within Gurgaon.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

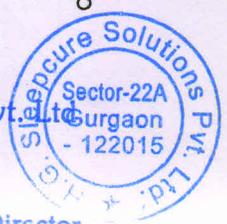
18. NOTICES

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:



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H G Sleepcure Solutions Pvt. Ltd.
Sector-22A Gurgaon - 122015
Director



If to SGT University :
Registrar
SGT University
Chandu-Budhera
Gurgaon-Badli Road
Gurgaon - 122505
Fax No 0124-2278151

If to SCS:
SCS Solutions Private Limited
233, Sector 22 A
Gurgaon
Fax No - 0124 -4291041

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.

For SGT UNIVERSITY



[Signature]

Authorized Signatory
Name: SHRI C.S. BHARDWAJ
Registrar

DATED

Witness:

1. *[Signature]* Satish Kumar
2. *[Signature]* Dr. Santanul Choudhary

For Sleep Cure Solutions Private Limited

H G Sleepcure Solutions Pvt. Ltd.



Director

[Signature]

Authorized Signatory

Name: DR HIRANSHU GARG
H G Sleepcure Solutions Pvt. Ltd.

DATED

Director

Witness :

1. *[Signature]* Prerana (DR. PRERANA GARG)
2. *[Signature]* Chopra (PRIYA CHOPRA)