

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU) is made and executed at Noida on 6th December, 2023.,

## BY AND BETWEEN

THE SCHOOL OF ALLIED HEALTH SCIENCES, established unter Galgotias University Uttar Pradesh Act No 14 of 2011 having its office at Plot No. 2, Sector-17A, Yamuna Expressway, Distt. Gautan Budha Nagar-203207. Uttar Pradesh (hereinafter referred to as "First Party" which expression shall unless repugnant to the context or meaning here of be deemed to include a success administrators, executor and permitted assigns) (PARTY OF THE FIRST PART),

## AND

FELIX' HOSPITAL, (Felix Healthcare Pvt. Ltd), a company incorporated and existing in India under the provisions of the Companies Act, 1956 and having its registered office at Sector 137 Noida 201305, Uttar Pradesh, though its authorized representative (hereinafter referred to as Felix Hospital /Second Party which expression shall unless repugnant to the context or meaning hereof be deemed to include its successors, administrators, executors and permitted assigns) (PARTY OF THE SECOND PART)

First Party and Felix Hospital Second Party shall hereinafter be individually referred to a Party and **Collectively Parties** 

## WHEREAS:

- A. FELIX' HOSPITAL (Felix Healthcare Pvt. Ltd) owns and operates a super-specialty hospital under the brand name 'FELIX' HOSPITAL, (Felix Healthcare Pvt. Ltd)' at Sector-137 Noida (hereinafter referred to as "Hospital").
- B. THE PARTY OF THE FIRST PART has approached THE PARTY OF THE SECOND PART and has expressed its Intention for obtaining clinical training/internship for its students at the Hospital (hereinafter referred to as "Trainees"), in accordance with the instructions and under the supervision of the concerned Head of Department at the Hospital.
- C. THE PARTY OF THE SECOND PART has accepted the proposal of THE PARTY OF THE FIRST PART and has agreed to provide required training to such Trainees as per the terms and conditions detailed in this MoU hereinafter.

Now the Parties are desirous of reducing this MoU in writing as per mutually agreed terms & conditions mentioned below

THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AS FOLLOWS:

1. This MoU shall be valid, effective and shall be deemed to be enforceable from 30th October. 2023 and shall be valid till 31" October, 2028, which may be further renewed for such period and on such terms and Conditions as may be mutually agreed between the Parties

Plot No. 2, Sector-17A, Yamuna Expressway,

Distt. Gautam Budh Nagar Established under Galgotias University Uttar Pradesh Act No. 14 of 2011

- 2. Students of third/final year of B.Sc. (CVT),B.Sc. (MLT), B. Optometry, B. Physiotherapy, Nursing Programmes along with other Paramedics or students who had completed the said course, depending on requirement of the Hospital shall be taken for the purposes of said training for a period of 3 (three) months to 1 (one) year as per the sole discretion of the Hospital.
- 3. The shifts/timings of the Trainees will be decided by the Hospital Decision of Hospital/its authorized representative shall be final in this regard.
- 4. First Party shall send the Trainees to the Hospital along with a formal training letter and an attendance sheet
- 5. The Hospital is authorized to take action against the Trainees in case of my act of indiscipline/misconduct by the Trainees during his/her training period Decision of Hospital/its authorized representative shall be final in this regard.
- 6. Trainees will be provided with a training certificate by the Hospital after successful completion of 1 (one) session of training.
- 7. Felix hospital will help in conducting medical camps in association with Galgotias University.
- 8. Felix Hospital will provide 25% discount (offer dedicating value of medicine consumable & implant) OPD and IPD charge to student's & employee of Galgotias University.
- 9. Felix Hospital will be conducting specialist OPD and health check up camps time to time for your staff and students. While doctors, paramedical staff and equipments will be arranged by Felix Hospital, your institute will provide proper support for appropriate & comfortable OPD space and support staff for smooth conduction of Camp and OPD including refreshment for visiting Doctors and staff and seating arrangement and drinking water for people coming for consultation.
- 10. Also similar program will be organized for your employees residential societies, adjoining societies and villages near your institute, Felix Hospital will arrange doctors & paramedical staff and equipments and your support in terms of facilitating in providing OPD/Camp space, basic man power and basic arrangements will be required.
- 11. We shall also be jointly organizing events like Health Walk, Health Talks, Health Awareness Programs and similar other activities. In all such events Felix Hospital and your institute will have co-branding and will contribute jointly in smooth conduction of programme.
- 12. Felix hospital will also arrange ECG training and other general cardiac care awareness and emergency handling session for staff and students on request. Such arrangements will be coorganized by Felix Hospital and your institution.
- 13. Felix Hospital will Issue Privilege Cards for your staff covering their family members through which they can avail priority appointments and discount in specified services.
- 14. Felix Hospital will offer discounted rates for advanced tests and arrange sample collection from your premises for staff and family members if this is arranged for large number of staff in groups. In case of emergency, Felix Hospital will offer FREE AMBULANCE SERVICE for pick up of employees/family members for medical assistance.

96

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- 15. Termination: Either PARTY OF THE FIRST PART/PARTY OF THE SECOND PART shall have the right to terminate this MoU by giving 30 (thirty) days prior notice in writing to the other, without assaying any reason whatsoever. It is hereby clarified that such termination shall not affect the completion of already ongoing trainings to be undergone by Trainees in pursuance to this Mou
- 16. Confidential Information: Parties agree not to disclose/use any information shared by the other Party or received by any other means, which is confidential or proprietary in nature, at any time during or after thus MoU without the prior written consent of the Party to whom such confidential information belongs
- 17. Governing Law and Dispute Resolution: Any dispute arising under out of or in relation to this MoU (the "Dispute") in the first instance shall be attempted to be resolved amicably. If the Dispute is not resolved amicably, it shall be decided by reference to arbitration by a sole arbitrator, appointed by mutual agreement of the Parties. The venue of such arbitration shall be Noida, UP (India). The arbitration proceedings shall be held in English language and in accordance with the Arbitration and Conciliation Act. 1996 along with any subsequent amendments made thereto The award by the arbitrator, rendered in writing, shall be final and binding on the l'arties. This MoU shall be governed by the laws of India
- 18. Jurisdiction: Any claim or dispute arising out of or in relation to this MoU shall be subject to the exclusive jurisdiction of the competent courts/forum in Uttar Pradesh, India.
- 19. This MoU supersedes all previous agreements/understandings/arrangements between the Parties, executed for the same purpose.

IN WITNESS WHERE OF, THIS MOU HAS BEEN EXECUTED ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

FOR THE SCHOOL OF ALLIED HEALTH SCIENCES

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PARTY OF THE FIRST PART

Name:

Designation:

FOR FELIX' HOSPITAL

PARTY OF THE SECOND PART

WITNESSES

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