

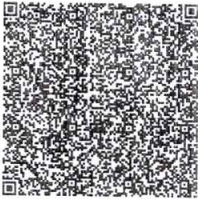


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INDIA NON JUDICIAL Government of Uttarakhand

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Certificate No.	: IN-UK84590042976757U
Certificate Issued Date	: 18-May-2022 10:42 AM
Account Reference	: NONACC (SV)/ uk1274704/ RISHIKESH/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK127470474039613691444U
Purchased by	: MAX HEALTHCARE INSTITUTE LIMITED
Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SWAMI RAMA HIMALAYAN UNIVERSITY JOLLYGRANT
Second Party	: MAX HEALTHCARE INSTITUTE LIMITED
Stamp Duty Paid By	: MAX HEALTHCARE INSTITUTE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") IS MADE ON THIS ^{18th} DAY OF ^{May}....., 2022.

BETWEEN

Swami Rama Himalayan University (herein after called "SRHU"), a University established under section 2(f) of UGC Act & enacted vide Uttarakhand Act No. 12 of 2013, having its office at Swami Ram Nagar, Jolly Grant, ,Doiwala, Dehradun – 248016, Uttarakhand through its Registrar, Smt. Susheela Sharma;


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Swami Rama Himalayan University


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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock-Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

MAX HEALTHCARE INSTITUTE LIMITED, a company duly registered under the Companies Act, 1956 and having its registered office at 167, Floor 1, Plot 167-A, Readymoney Terrace, 1st Floor, 167, Dr. Annie Besant Road, Worli, Mumbai 400 018 and corporate office at 5th, 6th & 7th Floors, Tower A, DLF Centre Court, Sector 42, Gurgaon, Haryana 122002 through its authorized signatory Dr Sandeep Tanwar –Sr VP Operations authorized through power of attorney dated 29.03.2022 (hereinafter referred to as 'MHIL', which expression shall unless repugnant to the context or meaning thereof be deemed to include its subsidiaries and assigns)

The terms 'SRHU' & 'MHIL' shall, unless excluded by or repugnant to the context, include its successors, executors, administrators and legal representatives and permitted assigns.

The SRHU & MHIL shall hereinafter be collectively referred to as "Parties" and individually as "Party".

OBJECTIVE

The objective of this MoA is to enter into an association, wherein SRHU shall provide access to its cadaver lab at SRHU campus Jolly Grant, District Dehradun to the DNB Trainee(s)/Students of the MHIL.

SCOPE

The scope of collaboration and research activities in this MoA includes the following:

- a) SRHU to provide access to its cadaver lab at SRHU campus Jolly Grant, District Dehradun to the DNB trainee(s)/students of the MHIL's super speciality hospital, 'Max Super Speciality Hospital', Near Indian Oil Petrol Pump, Malsi, Mussorie, Diversion Road, Dehradun-248001 (the "Max Hospital").
- b) The cadaver lab of SRHU shall be used by MHIL/Max Hospital for imparting training to the DNB Trainee(s)/Students.
- c) The scope of this MoA is open to modifications, amendments or changes as per the future mutual requirements between both the Parties. No amendment to this MoA shall be valid or binding unless set forth in writing and duly signed by the Parties.

Both the Parties have mutually consented to enter into this MoA subject to the terms & conditions hereunder:-

NOW THEREFORE, SRHU and MHIL HEREBY AGREES AS FOLLOWS:

1. That the MOA shall be valid for a period of 03 (three) years from the date of its execution i.e. from **18.05.2022 to 17.05.2025**. The MoA can be further renewed and/or a fresh MOA be executed for further period on mutually agreed terms and conditions between both Parties.


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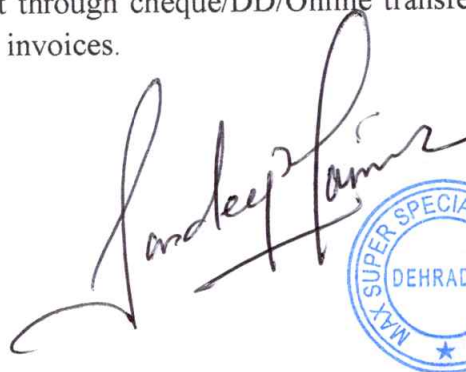

2. That either Party may terminate this MoA by giving 1 (One) month advance written notice to the other Party. MHIL shall, subject to the provisions of this MOA, pay to SRHU on the date of termination any amount then payable by it under and in accordance with this MOA. On termination of MoA, the Parties shall immediately return all Confidential Information of the other Party, which is in its possession. At the request of the discloser of the Confidential Information, the receiver of the Confidential Information shall destroy all Confidential Information in its possession and certify the same in writing.
3. That pursuant to this MoA, Max Hospital will send its DNB Trainee(s)/Students to undergo training at the cadaver lab of the SRHU.
4. That the DNB Students sent by Max Hospital shall be classified DNB Trainee/Students. DNB Trainee(s)/Students having identity cards issued by the competent authority of Max Hospital will be permitted to access the cadaver lab of SRHU for training purposes.
5. That the MHIL shall pay to SRHU fee as set out below:

Sr. No.	Description of Items	Rates in INR
1.	Per Cadaveric Station charges per Day of workshop	Rs.35,000/-
2.	Charges for Conference Hall per Day	Rs.25,000/-
3.	C-Arm Charges per day per C-Arm including charges of C-arm technician/s	Rs.32,000/-
4.	Disposals (gowns, caps, masks, gloves etc.) on actual	On actuals
5.	Cleaning of Instruments	Rs.2,000/-
6.	Cleaning of Instruments with sterilization	Rs.10,000/-
7.	CT Scan (availability depends upon permission)	Rs.20,000/-
8.	Tax(es) will be charged extra	

6. That the fee mentioned herein above in clause (5) is subject to revision after completion of one year from the date of execution of this MOA.
7. That the SRHU shall submit their invoices to the MHIL through their competent authority on a monthly basis and the MHIL shall clear the payment through cheque/DD/Online transfer within 30 (thirty) days of the date of submission of such invoices.


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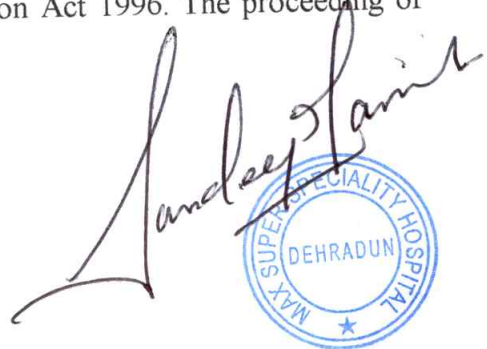
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8. That both Parties agree to designate a coordinator to coordinate the activities under this MoA.
9. That the MHIL and SRHU shall mutually agree upon and arrange the types of clinical experience to meet the DNB training objectives, schedule of training, and the number of Trainee(s)/Students.
10. That the SRHU will advise DNB Trainee(s)/Students to function within the cadaver lab policies and procedures.
11. That the MHIL shall be solely responsible for the conduct of its DNB Trainee(s)/Students within the campus of SRHU. MHIL shall indemnify SRHU for any direct or indirect damages arising from any act or omission of DNB Trainee(s)/Students. Further defaulting party shall indemnify the other party and hold the other party harmless against any and all direct or indirect damages arising from its act or omission under this MoA.
12. MHIL has the full power and absolute authority to enter into this MOA and its performance under this MOA does not violate any agreement, statute, law, regulation, rule, order, decree, injunction or other restriction of any governmental entity, court or tribunal to which it is subject.
13. That the Parties shall maintain the utmost confidentiality, regarding the contents of this MoA at all times, and no Party shall use or disclose any confidential information of the other Party for any purpose other than as explicitly permitted by this MoA, without the prior written consent of such other Party. Provided however, nothing contained herein shall affect the ability of the Parties to make disclosure to any governmental authority or any other person under the provisions of any applicable law, provided however in all such circumstances, the disclosing Party shall give prior notice to the other Party before making the disclosure, indicating the nature of information that is proposed to be disclosed and in sufficient time to allow the other Party to seek confidentiality of the information being disclosed, to the extent permitted by law. The receiving Party obligations shall survive the termination or expiration of this MoA.
14. That the relationship between the Parties to this MoA to each other is that of independent entities. The relationship of the Parties to this MoA to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent entities. That the MoA shall be governed by and construed in accordance with the laws of India. The Parties hereto consent to jurisdiction of Courts at Dehradun only. That in case of any question, dispute or difference arising under this agreement or in connection there with (except as to the matter the decision to which, is specifically provide under this agreement) the same shall be try to resolve amicably. In case dispute not resolved, parties shall appoint arbitrator in accordance with the Arbitration and Conciliation Act 1996. The proceeding of


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arbitrator shall be held at Dehradun and both the parties bear the cost of proceedings equally. The decision of Arbitration shall be final & binding upon both the parties.

15. That this MoA is to be effective only in regards to the Parties' rights and obligations with respect to each other. It is expressly not the intent of the Parties to create any independent rights in any third party or to make any third-party beneficiary of this MoA and no privity of contract shall exist between third parties and each Party.

16. That the MoA shall not be assignable, in whole or in part, by either Party without the prior written consent of the other Party.

17. INTELLECTUAL PROPERTY

17.1 Neither party during the course of performance of this MoA desire nor intend to transfer any intellectual property rights whatsoever with respect to any information that is proprietary.

17.2 The Parties acknowledge that they will not acquire any right, title, or interest in either party's trademarks, trade names, service marks, copyrights, patents, ideas, concepts, designs, specifications, models, processes, software systems, technologies, and other intellectual property owned or developed by either party.

18. SEVERABILITY:

If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

19. The Parties hereby mutually agree to insert the below Clause on Anti – Bribery and Anti – Corruption:

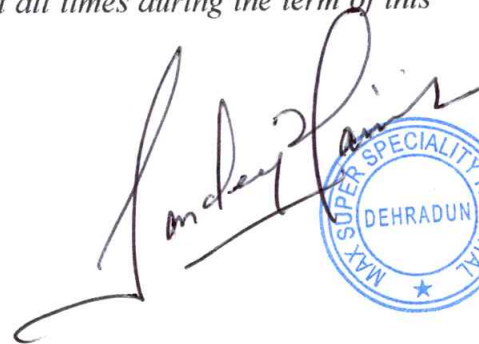
1. *"The Parties to the MoA are committed to compliance with Indian laws and laws of other countries that are, or may be, of potential relevance, including all laws applicable to one or both of the Parties relating to bribery, money laundering and/or corrupt payments, [including, (a) India Prevention of Corruption Act (PoCA), (b) U.S. Foreign Corrupt Practices Act ("FCPA"), (c) UK Bribery Act, (d) Indian Penal Code, (e) Foreign Contribution (Regulation) Act, (f) Prevention of Money Laundering Act, (g) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person]. Accordingly, the SRHU, including its subsidiaries, affiliates and their respective directors, employees, consultants and other intermediaries, hereby represents and warrants that:*


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- a. *it is aware of and will comply with Anti-Corruption Laws*
- b. *it has not taken and will not take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any government official or to any other person while knowing that all or some portion of the money or value will be offered, given or promised to a Government Official for the purposes of obtaining or retaining business, an advantage in the conduct of business or securing any improper advantage.*
- c. *it has not taken and will not take any actions in furtherance of an offer, payment, promise to pay or authorization of the payment or giving of, or a request or acceptance of, money or anything else of value, to or from any other person (whether or not a Government Official) while knowing that all or some portion of the money or value will be offered, given or promised to any other person for the purpose of securing the improper performance of that person's function or misuse of that person's position.*
- d. *no part of the payments received by it, directly or indirectly, from MHIL will be used for any purpose which would cause a violation of the laws of India or any other applicable jurisdiction including any applicable Anti-Corruption Laws of other countries as provided above.*
- e. *it will comply with, and it shall cause its related parties to comply with MHIL's Supplier Code of Ethics and Anti-Corruption and Anti Bribery policy; the MHIL shall furnish the copies of such Policy(ies) to SRHU.*
- f. *it has maintained and will maintain adequate written policies and procedures to comply with applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person;*
- g. *it has maintained and will maintain adequate internal controls, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;*
- h. *neither it nor any of its related parties is a government official.*
- i. *in the event it becomes aware that it or its related party has breached an obligation in this paragraph, it will promptly notify MHIL, subject to the preservation of legal privilege.*
- j. *it would provide, upon a formal request by MHIL or its duly authorized representative, MHIL or its professional advisors access to documentation or other information in sufficient detail to enable MHIL to assess and audit SRHU's compliance with applicable Anti-Corruption Laws including an annual statement of compliance with MHIL's supplier code of ethics. The SRHU shall, at all times during the term of this*


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Dr. Anand Kumar


MoA and for a period of seven years after the completion of this MoA, maintain such records, together with such supporting or underlying documents and materials. The obligations in this paragraph shall survive the termination or expiry of the engagement or contract entered into between MHIL and third party.

- k. it should not employ or otherwise make payments to any employee of the Company during the course of any transaction between itself and the Company.
- l. it should avoid relationships and activities with disreputable individuals.

In connection with the foregoing representations and warranties, the Parties further agree as follows:

- 1. In the event of a breach of any of the foregoing representations and warranties, any claims for payment by the SRHU with regard to any transaction for which a breach of the representations has occurred, including claims for sales or services previously rendered, shall be void and all payments previously paid shall be refunded to MHIL by the SRHU. The SRHU shall further indemnify and hold MHIL harmless against any and all claims, losses or damages arising from or related to such breach or cancellation of the MoA.
- 2. All payments due to the SRHU under the MOA will be made by cheque or bank transfer, and no payments will be made in cash or bearer instruments.
- 3. The SRHU shall not keep any "off the books" or other similar funds in connection with this MoA.
- 4. The SRHU has complied with all sanctions and similar laws, regulations and orders applicable to it, and will remain in compliance with all such laws for the duration of the MoA.
- 5. Neither the SRHU nor any of its subsidiaries or affiliates nor any of their respective directors, officers, employees, agents or representatives, is a Sanctioned Person.

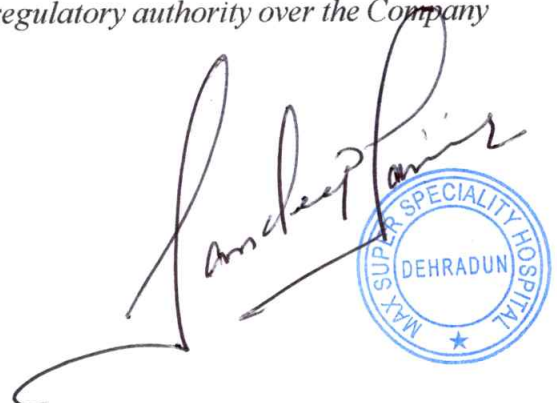
For the above purposes:

- a. "Government Officials" shall mean any officer or employee of a foreign government or government-controlled entity or of a public international organization, or any person acting in an official or representative capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, or legislative, administrative or judicial officials whether or not elected or appointed.
- b. "Sanctions" means all trade, economic and financial sanction laws, regulations, embargoes and restrictive measures administered, enacted or enforced from time to time by (a) the United States government (including, without limitation, the U.S. Department of Treasury and the Office of Foreign Assets Control); (b) the European Union; (c) the United Nations; (d) Her Majesty's Treasury of the United Kingdom; or (e) any other similar governmental bodies with regulatory authority over the Company from time to time.



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- c. "Sanctioned Person" means a person that is at any time (a) the subject of Sanctions (b) located in or organized under the laws of a country or territory which is the subject of country- or territory-wide Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan, Syria or the Crimea region); or (c) owned 50% or more, or controlled by, any of the foregoing.

During the term of this MoA and for a period of 3 years for its expiry or termination, MHIL shall have the right to audit the document, books of accounts of the SRHU to the extent of performance of its obligations under this MoA, at any time, at the convenience of MHIL.

20. Failure to comply with the terms of the above provisions, including any failure to keep accurate books and records sufficient to permit an audit under this provision by MHIL or its professional advisors, shall give MHIL the right, in its sole discretion, to terminate the MoA immediately and without penalty. "This MoA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other discussions, statements, understandings and prior agreements regarding such matters.
21. Notice: All notices, approvals, instructions, demand and other communication given or made under this MOU shall be in writing, by personal delivery or by sending the same by pre-paid registered mail addressed to the relevant Party at its postal address, email address as mentioned in this MoA.

For and on behalf of
**SWAMI RAMA HIMALAYAN
UNIVERSITY**

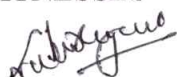
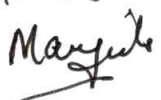

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Name: Dr. Susheela Sharma

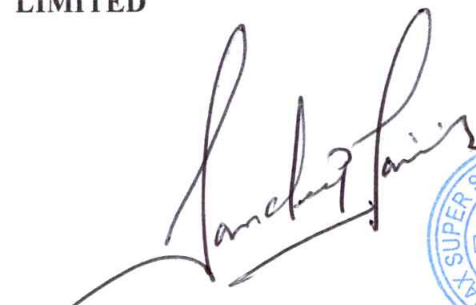
Designation: Registrar

Date: 18 May, 2022

WITNESSES

1.  (PRATEEK DHYANI)
2.  (MANJULA BABBAR)

For and on behalf of
**MAX HEALTHCARE INSTITUTE
LIMITED**


Name: Dr. Sandeep Tanwar

Designation: Vice President (Operations)

Date:

WITNESSES

- 1.
- 2.