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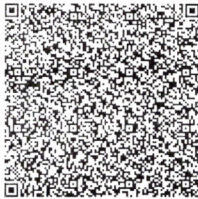
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MEMORANDUM OF UNDERSTANDING (MoU)

This MoU is made and entered into on 9th September, 2023

Between

SWAMI RAMA HIMALAYAN UNIVERSITY (hereinafter referred to as SRHU), a University established under section 2(f) of UGC Act, 1956 and enacted vide Uttarakhand Act No. 12 of the year 2013,



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Statutory Alert:

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having its campus at Swami Ram Nagar, Jolly Grant, Dehradun-248016, Uttarakhand, India through its Registrar Dr. Susheela Sharma.

And

INTERNATIONAL MEDICAL SERVICES, having its registered office at 209 32 C B R Complex, Mayur Vihar, Phase I, New Delhi 110091 through its Proprietor Mr. Bipin Bihari Choubey.

Whereas the Swami Rama Himalayan University is, inter alia providing Education and Hospital Care by the creation and dissemination of knowledge through education, research, innovation, and technology besides providing multidimensional humanitarian opportunities.

Whereas International Medical Services, New Delhi is a proprietary organization owned by Mr. Bipin Bihari Choubey.

Whereas CANCER RESEARCH INSTITUTE (CRI) is a Center of Excellence of Himalayan Institute of Medical Sciences (HIMS) which is a constituent medical college of SRHU.

Whereas to further strengthen the Ph.D program at Cancer Research Institute (CRI), a set of endowed Ph.D. scholarship in Breast Cancer Research is being created and in this context, Mr. Bipin Bihari Choubey, the Proprietor of International Medical Services New Delhi wishes to support a Ph.D. student for 3 years financially.

And Therefore, the parties to this MoU decided to enter into an association and have mutually consented to enter into this Memorandum of Understanding (MOU) subject to the terms & conditions as hereunder:-

1. The Purpose

The Purpose of this MoU is to strengthen the Ph.D. program at Cancer Research Institute (CRI) by creating a set of endowed Ph.D. scholarships in Breast Cancer Research at CRI. In this context, Mr. Bipin Bihari Choubey, the Proprietor of International Medical Services New Delhi, wishes to support a Ph.D. student for 3 years financially. It has also been agreed that the supported Ph.D. student will be registered with Dr. Sunil Saini or any other eligible PhD supervisor as a Guide and Dr. Rakesh Kumar (Co-Guide) and will conduct a research dissertation in breast cancer in young women.

2. Financial Arrangements

International Medical Services will provide support of Rs. 25,000 (Rupees Twenty Five Thousand Only) per month for 36 months. Transfer funds for the first year, Rs. 3,00,000/- (Rupees Three lakhs Only), within 30 days of signing the MOU to start the program and annually for the subsequent two years after receiving a progress report from the CRI.

3. Term

The irrevocable MOU will be for 3 years, effective from the date of the last signature on this MOU, which will not be later than September 15, 2023 (the "Effective Date").

4. Publication and Credit

All resulting manuscripts, abstracts, posters, internal reports, Ph.D. Thesis and public presentations in any format will include an acknowledgment from International Medical Services, New Delhi.

5. Notices.

All notices required or permitted under this MOU shall be in writing and delivered by confirmed email, confirmed facsimile transmission, or certified mail, and in each instance shall be deemed given upon



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receipt. All communications shall be sent to Dr. Sunil Saini and Dr. Rakesh Kumar for SRHU and to Mr. Bipin Bihari Choubey for International Medical Services.

6. Limitation of Liabilities

In no event shall parties be liable for any indirect, special, consequential, or incidental damages or loss of revenue or business profits, however, caused, even if advised of the possibility of such damages under this MoU.

7. Arbitration

All disputes and or/differences hereunder shall be resolved through joint discussion by both parties. However, if the dispute is not resolved mutually, the same shall be resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, of 1996. The venue of Arbitration proceedings shall be Swami Rama Himalayan University Dehradun. The decision of the Arbitrator shall be binding on all the parties.

8. Force Majeure

Neither Party will be in default nor liable for any delay or failure to comply with this MOU due to any act beyond the control of the affected Party, provided such Party immediately notifies the other.

9. General Representations and Warranties

Each Party represents and warrants to the other that:

- (a) It has the full power and absolute authority to enter into, execute and deliver this MOU and to perform its obligations and the transactions contemplated hereby and, it is duly incorporated and validly registered under the laws of the jurisdiction of its incorporation or organization.
- (b) The execution and delivery of this MOU and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or other internal action of such Party.
- (c) The execution, delivery, and performance of this MOU do not constitute a breach of any agreement, MOU, arrangement or understanding, oral or written, entered into by it with any third party.
- (d) The execution, delivery and performance by it of this MoU does not violate any statute, law, regulation, rule, order, decree, injunction or other restriction of any governmental entity, Court or tribunal to which it is subject.
- (e) Each Party warrants to the other that the representations and warranties in this Clause hereof are true and accurate in all respects and do not contain any untrue statement of any fact or omit to state any necessary or material fact.

10. Entire Agreement; Order of Precedence.

This MOU contains the entire agreement between the Parties and, except as otherwise expressly provided, supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to its subject matter.

11. Indemnification

Both the parties agrees to indemnify and hold harmless each other from any and all liabilities, demands, losses, damages, costs, expenses, fines, settlements, or judgments, including costs and attorney's fees, which result from any breach of the representations, warranties, covenants made hereunder or obligations incurred by the both, under this MoU.





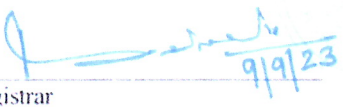

12. Governing Law & Jurisdiction

This MoU shall be governed by and construed in accordance with the laws of India as applicable from time to time. All legal disputes shall be subjected to the courts in Dehradun, Uttarakhand, India only.

SIGNATURES, SEALS, and DATES

For The Swami Rama Himalayan University –

AGREED:


Registrar
Swami Rama Himalayan University
Swami Rama Nagar, Jolly Grant
Dehradun-248016

Date: 09.09.2023

Witness:


Dr. Rakesh Kumar, Ph.D.
Emeritus Distinguished Professor
Cancer Research Institute
Himalayan Institute of Medical Sciences

Date:

09/09/2023

For International Medical Services, New Delhi

AGREED:


Bipin Bihari Choubey
Proprietor - International Medical Services
209 32 C B R Complex, Mayur Vihar, Phase I, New Delhi 110091
Local #: +91 997-184-0889; US #: 219-576-6566
bipin.choubey.ims@gmail.com

Date: 10/09/2023

Witness:

Date: