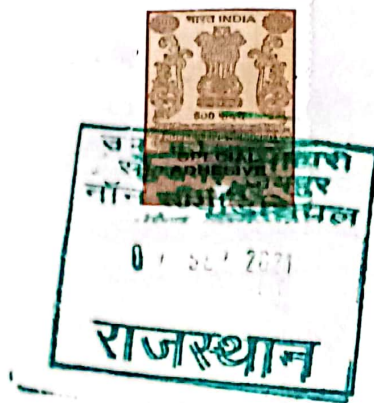


MEMORANDUM OF UNDERSTANDING (MOU)

This MEMORANDUM OF UNDERSTANDING (MOU) is made and executed on this Thursday of November 11, 2021 for starting various programmes on management of emergency services,

BETWEEN

IIHMR University, having its registered office at 1, Prabhu Dayal Marg, Sanganer Airport, Jaipur, Rajasthan 302 029, Phone: 91-141-3924700, 2791431-32, E-mail: iihmr@iihmr.edu.in represented by, **Dr. P. R. Sodani**, President, Hereinafter referred to as the '**IIHMR University**' (Which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include executors, administrators, successors, Directors and assignees etc.)

..... PARTY OF THE FIRST PART

AND

BVG India Ltd.,

BVG India Limited (Bharat Vikas Group India Limited) is a legal entity registered under the provisions of Companies Act 1956 having its registered address at BVG House, Premier Plaza, Old Pune- Mumbai Road, Chinchwad, Pune - 411019,

क्रमांक 4261 दिनांक 10/11/2021

मुद्रांक मूल्य

500/-

क्रेता का नाम

पिता/पति का नाम B V N Dandia Ltd.

निवासी

वास्ते

पञ्चमता अंगणाल

रजाम्प विक्रेता

पिंजरापोल गौशाला

रोड, सांगानेर, जयपुर

Involved in managing & running Maharashtra Emergency Medical Services (MEMS) project of Government of Maharashtra through its Emergency Response Centre for running, managing and operating Advance Life Support & Basic Life Support Ambulances to provide 24 hours per day and 365 days a year basic pre-hospital emergency response services accessible to all, through a 24 hour toll-free number 108.

Represented by,

Dr Dnyaneshwar Shelke, COO, Maharashtra Emergency Medical Services,

Hereinafter referred to as the “**BVG India Ltd.**” (Which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include executors, administrators, successors, Directors and assignees etc.)

..... PARTY OF THE SECOND PART

WHEREAS IIHMR University dates back to October 5, 1984, when its sponsoring body, the Indian Institute of Health Management Research (IIHMR) was established and registered as a non-profit Society under the Rajasthan Societies Registration Act, 1958. The Institute was established with a mission of improvement in standards of health through improve management of health care and related programmes through management research, education, training, consultation, and institutional networking in a national and global perspective IIHMR successfully created and established a new discipline of health management in the country. Over the last 36 years, IIHMR has established itself as a unique research, education and training organization in India and Southeast Asian Region. After having pursued the cause of management research, academics, and capacity building exclusively in the health sector for about three decades, the institute submitted a proposal before the State Government under the guidelines for the establishment of private universities by separate Act. The proposal of the university was accepted by the government.

IIHMR University, Jaipur has been established and incorporated as a postgraduate research University by Government of Rajasthan vide the IIHMR University Ordinance, 2013 (Ordinance No 30 of

2013) promulgated on September 27, 2013, by the Governor which was replaced by the IIHMR University Act, 2014 (Act No. 3, of 2014) passed by the State Legislature on February 07, 2014. The Act of 2014 received the assent of the Governor on the 25th day of February 2014 and was notified in Rajasthan Gazette Extraordinary on February 26, 2014. It has deemed to have come into force on and from September 27, 2013.

AND WHEREAS by Agreement entered on 01-03-2014 and renewed from time to time between the Director Health Services, Maharashtra State and BVG India Limited; BVG India Limited has been entrusted by Government of Maharashtra to set up, establish and operate Emergency Response Centre for running, managing and operating Advance Life Support & Basic Life Support Ambulances to provide basic pre-hospital emergency response services accessible to all, through toll-free number 108.

Accordingly, BVG India Limited has set up Control Room/Emergency Response Centre (ERC) at 2nd Floor, Chest Hospital, Aundh, Pune for entire Maharashtra State.

In short, entire project i.e. Maharashtra Emergency Medical Services (MEMS) project has been outsourced by Government of Maharashtra to BVG India Limited.

Maharashtra Emergency Medical Services (MEMS) is a project of Government of Maharashtra under National Health Mission (NHM) and is implemented and operated by BVG India Ltd.

AND WHEREAS following shall be the objectives of this MOU

OBJECTIVES:

Under this MoU, both IIHMRU and BVG Limited would work jointly on the following common objectives:

- a) To create evidence-based and application-focused knowledge on emergency service management and leadership;
- b) To design and deliver capacity building programmes with focus on management of emergency services;
- c) To design and administer need-based academic programmes (certificates, degrees, diplomas) in identified areas;

- d) To plan and organize knowledge dissemination events (Conference, Symposium, Summits, Seminars, etc.) on issues related to management of emerging services; and
- e) To establish and nurture a 'Centre of Excellence for Emergency Service Management and Leadership' with the aim to develop professional and competency-linked career path in Emergency Service Management internationally.

AND WHEREAS IIHMR University and BVG India Ltd., hereinafter, where the context so requires, shall be together referred to as Parties and individually referred to as Party.

AND WHEREAS now, both the parties have decided to enter into Memorandum of Understanding with following terms & conditions.

NOW, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS MoU THE PARTIES HERETO AGREE AS FOLLOWS:

- 1) It is agreed between the parties that, BVG India Ltd. has accepted the proposal of the First Party and has agreed to extend the support to IIHMR University.
 - a) It is agreed between the parties that, following shall be the roles of **IIHMRU**: Providing academic expertise for planning and management of different programmes/ activities as mentioned in MoU Objectives.
 - b) Ensuring regulatory and statutory compliances for the academic programmes covered under this MoU.
 - c) Extending physical facilities and resources for the different initiatives under the scope of this MoU.
 - d) Offering knowledge and human resources on agreed terms, as and when required.
 - e) Participating and promoting the activities, initiatives and programmes in the scope of this MoU.
 - f) Extending support to activities and initiatives, as and when required.
- 2) It is agreed between the parties that, following shall be the roles of **BVG India Ltd.:**

- a) Providing practice linked expertise for planning and management of different programmes/ activities as mentioned in MoU Objectives.
- b) Extending physical facilities for coordinating and implementing the activities under the scope this MoU.
- c) Providing facilities as Learning Laboratory for research, field-experience and analysis related to Emergency Service Management.
- d) Participating and promoting the activities, initiatives and programmes in the scope of this MoU.
- e) Extending support to activities and initiatives, as and when required.

3) Confidentiality & secrecy-

It has been agreed between the parties that, each of the Parties shall maintain the utmost confidentiality, regarding the contents of this MoU at all times, and no Party shall use or disclose any confidential information of the other Party for any other purpose which would amount to violation of professional confidentiality or professional secrecy.

4) Tenure

This MEMORANDUM OF UNDERSTANDING (MOU) shall remain in force for the period of Five Years from 01-12-2021 and ending on 30-11-2026. After expiry of said period, both parties may mutually extend the applicability of the terms & conditions of the said MEMORANDUM OF UNDERSTANDING (MOU) for mutually agreed period.

5) Premature Termination:-

Both the parties are at liberty to terminate the said MEMORANDUM OF UNDERSTANDING (MOU) before expiry of full term of the MEMORANDUM OF UNDERSTANDING (MOU) by giving at least One month's notice to the other party in writing.

- 6) It has been agreed between the parties that, nothing in this MoU shall be deemed to constitute a partnership between the Parties or constitute any Party the agent of the other Party for any purpose or entitle any Party to commit or bind any other Party in any manner or give rise to fiduciary duties by one Party in favor of any other.

7) It has been agreed between the parties that, if any provision embodied in this MoU appears to be legally invalid or null, the Parties will replace such provision, considering the nature and contents of this MoU, the way consensus is reached, the mutually known interests of both Parties as well as the other relevant circumstances, by a provision which is not unreasonably onerous to any Party and approximates the meaning of the legally invalid provision as closely as possible.

8) Miscellaneous:-

a) No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid, unless reduced to writing and signed by duly authorized representatives of both parties hereto. Further, both Parties hereby agree that any express consent for any modification/amendment in this MOU shall not be valid and shall not novate the respective provision of this MOU unless mutually agreed in writing thereto.

b) Every notice, demand or communication shall be duly served if sent by registered post at their respective addresses.

c) If any provisions of this MOU is invalid, unenforceable or prohibited by any law, this MOU shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any party hereto to the others, and the remainder of this MOU shall be valid, binding and of like effect as though such provision was not included herein.

d) Both the parties hereby agree that nothing in this MOU shall prevent/restrict the IIHMR University or BVG India Ltd. from entering into any similar understanding, agreement, MOU or arrangement with any third party.

9) Force Majeure and Delays:-

In the event either Party shall be delayed or hindered or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, failure of power, restrictive government or judicial orders, or decrees, riots, insurrection, war, Acts of God, health emergency, epidemic, inclement weather (herein after referred to as 'events') or other similar reason or cause beyond that Party's control, then performance of such act (except

for the payment of money owed) shall be excused for the period of such delay; provided the Party provides notice of the existence of and reason for such non-performance or delay in specific detail. Each party shall bear its costs & losses arising out or on account of such force majeure.

10) Governing Law and Dispute Resolution:-

The provisions and implementation of this MOU shall be governed by the laws of Republic of India.

All or Any disputes, claims arising out of this arrangement but could not be settled by means of dispute resolution meetings between the Officials of IIHMR University and BVG India Ltd. then same shall be resolved by means of arbitration by submitting the dispute for the arbitration of a mutually agreed sole arbitrator in accordance with the Arbitration and conciliation Act 1996 as amended or reconstituted from time to time and the proceedings of Arbitration shall be conducted in India in English Language.

IN WITNESS WHEREOF the Parties have put their respective hands herein below on the day and year mentioned hereinabove at Pune.

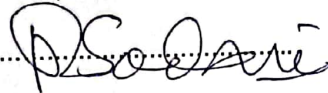
FOR AND ON BEHALF OF:

1) IIHMR University

Name: **Dr. P.R. Sodani,**

Title: President, IIHMR University, Jaipur,

Signature

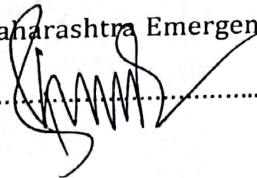


2) BVG India Ltd.

Name: **Dr. Dnyaneshwar Shelke,**

Title: COO, Maharashtra Emergency Medical Services,

Signature



WITNESSES:-

1. Sign. :-



Name :-

Ashok Kumar Mathur

Add. :-

70, Shanti Nagar, Durgapuri, Jaipur - 302018

2. Sign. :-



Name :-

Dr. Meghana Zende

Add. :-

Second floor, Aundh Chest Hospital, New Sangli
Aundh Camp, Pune: 411027.