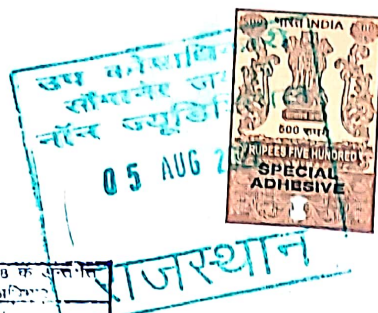




This Memorandum of Understanding (“**MoU**”) is made on **December 2022**, between **IHMR University**, having its registered office at 1, Prabhu Dayal Marg, Sanganer Airport, Jaipur, Rajasthan 302 029, represented by Dr. P. R. Sodani, President hereinafter referred to as the “**First Party**”, which term unless repugnant to the context there of shall mean and include its legal heirs, successors, nominees and permitted assigns, etc.).

The Calcutta Medical Research Institute, a Public Charitable Trust, having its office at 7/2, Diamond Harbour Road, Alipore, Kolkata – 700027 for its unit Rukmani Birla Hospital, situated at Gopalpura Bypass Road, Jaipur-302018, represented by its Authorized Signatory, Mr. Anubhav Sukhwani, Unit Head, hereinafter referred to as the **“CMRI”** (hereinafter referred to as the **“Second Party”**, which term unless repugnant to the context thereof shall mean and include its successors and permitted assigns).

(IIHMR University and CMRI shall thereafter be collectively referred to as "Parties" and individually as "Party".)

A. **IIHMR University, Jaipur** (First Party) dates to October 5, 1984, when the Indian Institute of Health Management Research (IIHMR) was established. The IIHMR University has been established and incorporated as a postgraduate research University by the Government of Rajasthan vide the IIHMR University, Jaipur Act, 2014 (Act No. 3, of 2014). IIHMR University is UGC recognized, NAAC accredited, and ranked 73rd NIRF 2021 (Management). IIHMR University is dedicated to the improvement in standards of health through better management of health care and related programs. It seeks to accomplish this through management research, education, training, consultation, and networking in a national and global perspective. IIHMR University offers MBA (Hospital and Health Management), MBA (Pharmaceutical Management), MBA (Development Management), Master of Public Health (in collaboration with Johns Hopkins University, USA), Master of public Health (Implementation Science), Executive Education, and PhD programs. The First Party have collaborations with international and prestigious universities including Johns Hopkins university, USA, Manchester University, UK, Curtin University, Australia for student exchange, faculty exchange, joint research and capacity building programs.

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B. CMRI (Second Party) is engaged in the business of running hospitals and providing medical services as a Public Charitable Trust which owns, runs, operates and controls 3 units/ hospitals. This Agreement is being executed for its hospital unit, Rukmani Birla Hospital, situated at Gopalpura Bypass Road, Near Triveni Flyover, Jaipur – 302018 hereinafter referred to as (“RBH”).

C. IIHMR University is desirous to send their postgraduate students, research scholars for completion of their required curriculum internship, dissertation, practicum to CMRI/ RBH for the purpose of understanding of hospital function. Based on the representation of the IIMR University, CMRI has agreed to enter into a Memorandum of understanding (MOU) and has agreed to aid and facilitate the selective students of IIMR University on to get required internship, dissertation, practicum at the premises of Rukmani Birla Hospital (“RBH”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

2. Purpose

- 2.1 Under this MoU, the IIHMR University would like to send selective post graduate students and research scholars (“**Students**”) for internship/dissertation/practicum to Rukmani Birla Hospital (“RBH”) for an objective of understanding of hospital function. However, during the period of the internship student sent may be exploring placement opportunities at CMRI/ RBH.
- 2.2 IIHMR University would like to explore opportunities for research scholars for pursuing their doctoral degree work with hospital-based data at Hospitals. The research undertaken by IIHMR University doctoral students will help the hospital to improve hospital efficiency and functions.
- 2.3 Further, IIHMR University would be engaging with CMRI / RBH in writing joint research proposals/ papers and organizing workshops/ conferences/ seminars/training programs.
- 2.4 IIHMR University desires to send the post graduate students/training participants for exposure visits to CK Birla Hospitals for better understanding of hospital functions.
- 2.5 IIHMR University would like to engage with CK Birla Hospitals in writing joint research proposals/ papers and organizing workshops/ conferences/ seminars/training programs.

3. RESPONSIBILITIES OF THE PARTIES:

(i) RESPONSIBILITY OF IIHMR UNIVERSITY:

- a. It is further clarified that the internship, dissertation, practicum shall be implemented by the student in accordance with CMRI standard operating procedures. It is accepted that IIHMR shall be conducting a background verification of the students before referring to CMRI for internship, dissertation, practicum.
- b. Any data/ report relating to the internship, dissertation, practicum shall be submitted to CMRI for review and comments prior to submission to IIHMR University by the Student. It is duly agreed that any data / report shall be subject of the approval of CMRI. It is duly clarified that CMRI shall be reserving rights and can ask the student and research scholars to remove certain context from the material prepared during the time of the internship.
- c. It shall endeavor and insist on its student, always during the Term of this MoU and while on the premises of RBH to comply with the rules and regulations prescribed by CMRI notified from time to time.
- d. It duly agreed that the Student/Researcher scholar must maintain harmonious relations with the patients, their attendants/ visitors, employees, and staff of CMRI/ RBH.

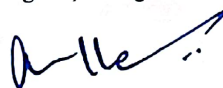
- e. It shall always be responsible for any criminal liability arising due to accident, act or omission or negligence of the Student, Research Scholar and training participant during the practicum, internship program. It is hereby clarified that CMRI reserves the right to forthwith terminate the MoU and/ or enrolment of the Student/Researcher/ scholar, in the event of any misconduct, omission or negligence and illegal, the act of the Researcher, any scholar during the Term of this MOU.
- f. It would be ensured that its students shall not at any time disparage and shall not indulge in any act/ activity that affects the goodwill and reputation of the CMRI/RBH or its representatives.
- g. It shall all time prevent and be liable for any damages and unauthorized use of the mentioned RBH's premises, medical equipment, Machinery, and hospital supplies by the students and research scholars during the term of the internship. Further IIMR would take responsibility and shall be liable for any act which could be detrimental to CMRI/RBH or its representative, patients, and visitors availing the services at the Hospital.

(ii) **RESPONSIBILITY OF CMRI:**

- a. CMRI would be facilitating a practicum, and internship program to the Students of IIMR university. CMRI would be providing needed assistance to the research scholars of first party for the preparation of dissertation at their unit hospital "RBH". The period of internship shall be mutually decided by the Parties. However, it is duly agreed that the practicum, internship program provided to the students of IIMRS shall be on selective basis. Further students and research scholars shall be solely liable for the completion of the internship and dissertation pursued by the student of the university.
- b. It is agreed that CMRI would be providing required entry to their unit hospital "RBH" during the time of the internship to the Students of IIMR university.
- c. Upon successful completing of practicum, internship program CMRI would be providing internship completion letter to the respective student and research scholars for the training undertaken "RBH". However, internship completion letter would be given to the respective student and research scholar after the approval of the First Party.

4. Confidentiality

- a. Each of the Parties shall maintain the utmost confidential (Including patient sensitive information), 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. The IIMR University shall endeavor and insist on its student/ Researcher/ scholar to maintain strict confidentiality of any and all information gathered by them or comes to their knowledge while at the premises of "RBH" during the duration of this MoU. The term "**Confidential Information**" shall mean any and all information of confidential or proprietary nature, which has been or is hereafter disclosed or made available by either Party (the "disclosing Party") to the other (the "receiving Party") in connection with the MOU including but not limited to, (i) information and material which is either marked 'confidential' or is by its name or nature intended to be exclusively for the knowledge of the recipient alone; (ii) any information relating to either Party not in public domain; (iii) all communications between the Parties regarding the subject matter of this Agreement; (iv) is not independently developed or learned by recipient, (v) any information concerning intellectual property rights, proprietary technique including without limitation, catalogue of services/products, technologies, technical and business strategies, marketing, pricing and other strategies, trade secrets, designs, software, codes, documentation and/or policies of either Party as well as any such information not generally known to third parties or received from others, whether such information has been expressly designated as 'confidential' or otherwise, to which either Party has or gains access to at any time during the Term of this Agreement or which is available to either Party, directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form.



- b. The IIHMR University shall ensure that the students shall not at any time divulge such Confidential Information to any Person whatsoever, or remove any Confidential Information, in whole or in part, from the Second Party's premises, without the Second Party's prior written permission, and shall use his best endeavors to prevent unauthorized publication or disclosure of any trade secret(s) or Confidential Information concerning the organization, business, patients or finances of the Second Party, or any of its or their dealings transactions or affairs which may have come to his knowledge during or in the course of his training/internship/research with the Second Party.

5. Force Majeure

Both parties shall not be responsible for any failure to perform to unforeseen circumstances or to causes beyond their reasonable control, including but not limited to act of nature, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, terrorist activities, strikes or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such aspect being beyond the control of participating agencies, appropriate strategies would be worked out to compensate the activities/ schedules accordingly.

6. Liability

Both IIHMR University, Jaipur and CK Birla Hospitals, Jaipur shall be solely liable for any damages/claims against it in connection with the exercise of the objectives of this MoU hereunder, unless agreed upon otherwise by both the parties. Liability for specific activities jointly undertaken by parties shall be referred to in the specific agreements executed.

7. Duration

The MoU would be effective for a period of Three years (3), from the date of its execution (i.e., signing by both parties). It may be extended after expiry and on such terms and conditions as may be mutually agreed upon.

8. Termination

Either party may terminate this MoU by giving written notice for a period of 30 days. The Agreement may be forthwith terminated by either Party if the other Party commits a material breach of any of its obligations hereunder and fails to cure such breach to the non-defaulting Party's reasonable satisfaction within 30 (thirty) days after receipt of notice of such breach or fails to reach an agreement with the non-breaching Party regarding the cure thereof within the said 30-day period. It is duly agreed that upon termination or the expiry of the Agreement. The CMRI may immediately revoke any further access to the Students of IIHMR at the premises on the termination or the expiry of the agreement.

Party shall be entitled to recover any equipment, materials, and/or documents belonging to them from the other party. Service Provider duly agrees that all the documents, Confidential Information of the First party shall be returned within period of 3 months to the after the Termination or the expiry of the Agreement.

9. Amendments

Either Party may request in writing a revision, amendment or modification of all or any part of this MoU. Any revision, amendment or modification agreed to between the Parties shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this MoU.

10. Conflict of Interest

Both Parties warrant that this MoU is not likely to have any conflict of interest with any of their organizational, financial, contractual, or other interests relating to the activities under this MoU. Both parties also agree that this MoU will not be treated as a deterrent to allow similar activities or collaboration with other organizations.

11. Resolution of Disputes

In the event of any dispute regarding any provisions of this MoU, the same shall, at first instance be amicably settled between the parties. If any dispute is not settled amicably the same shall be referred to the Sole Arbitrator, that to be appointed mutually. The award given by the arbitrator shall be final and binding on the parties

12. Intellectual Property Rights

Intellectual property and all other proprietary rights will have the broadest possible meaning for the purpose of this Agreement and include, without limitation, all patent rights, copyrights, trademarks, all ancillary rights relating to the protection of trade secrets and confidential information, and any right similar to any of the foregoing in any and all forms, format and media whether in existence now or which may arise in future, for perpetuity and the entire territory of the world. (IPR).

Parties shall not use or allow any employee, agent or third party to use or exploit the other party's trademarks or copyright or patent or design or any other intellectual property rights (including publicity material) without the prior written permission of the sharing party. The Trademark, logo, brand name, domain name, intellectual property owned and used by the Party shall belong to such Party at all times and nothing contained herein grants any other right, title or interest to the other Party with respect to such Trademark, logo, brand name, domain name, intellectual property at anytime whatsoever.

13. Governing Law / Jurisdiction

The applicable law governing this Agreement shall be the laws of India and only the courts of Jaipur shall have the exclusive jurisdiction to try any dispute with respect of this MoU.

14. Two Counterparts

This MOU shall be in duplicate i.e 2 (two) original copies, 1 (one) each to be retained by IIHMR University and CMRI and both shall be treated as original for all purposes. The IIHMR shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above.

In witness thereof, the duly authorized representatives of the collaborating parties sign this Memorandum of Understanding.

The Parties herein have entered and executed this MoU on the date mentioned above.

Agreed and accepted:



Dr. P.R. Sodani,

PRESIDENT

IIHMR University

THE IIHMR UNIVERSITY
1, PRABHU DAYAL MARG
NEAR SANGANER AIRPORT, JAIPUR 302029

Date:-----

Agreed and accepted:



Mr. Anubhav Sukhwani,

The Calcutta Medical Research Institute

Date: 04/01/2023



Witness 1: Sheenu Jain



Witness 2: Kirti Agarwal

Witness 1: Nihar Bhatia



Witness 2: Ashutosh Basotia

