

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MoU**") records the understanding, and is being executed and entered as of 06.03.2023.

Between

IIHMR University, Jaipur, having its registered office at 1, Prabhu Dayal Marg, near Sanganer Airport, Maruti Nagar, Jaipur, Rajasthan, 302029 of the **FIRST PARTY**.

AND

ANIL AGARWAL FOUNDATION, a non-profit company incorporated under the Companies Act, 2013, having its registered office at 13 Floor, Wing A, Statesman House, Barakamba Road, Connaught Place, New Delhi hereinafter referred to as the "THE FOUNDATION" or "Company", which expression, unless the context requires otherwise, shall include its successors, and permitted assignees); the **SECOND PARTY**

IIHMR University, Jaipur, and the Company are hereinafter referred to as "**Party**" individually and collectively as "**Parties**".

RECITALS

WHEREAS the IIHMR University, Jaipur, and the Company have jointly agreed to support interns at Nand Ghars to promote community exposure. ("Project")

WHEREAS IIHMR University, Jaipur, is a leading knowledge institution of the country engaged in research, teaching & training in the domain of Public Health, Hospital Management, Health Management, Pharmaceutical Management and Development Management.

WHEREAS the Company intends to offer a platform to the students to apply their knowledge practically on ground in the community.

This MoU sets out the general and broad-based intention of both Parties for collaboration and as an umbrella understanding for facilitation of subsequent agreements and documents relevant for the implementation of the Project.

NOW, THEREFORE, in recognition of their common interests and objectives, and in order to supplement and strengthen the existing understandings amongst the Parties with respect to cooperation in the sphere of women and child development, the Parties confirm their mutual understanding on the following:

Provisions

1. Parties have agreed that the interns interested in child-care projects from IIHMR University, Jaipur, will be linked to the Project under the MoU in Jaipur, Rajasthan.
2. The Project intends to onboard a talent pool who will provide the Nand Ghar beneficiaries with their knowledge and services around healthcare.
3. The Parties have agreed that the Project will be valid for a period of One Year & 6 months unless terminated in accordance with the MoU.
4. The students are expected to spend 2-3 months (Summer Internship/ Dissertation) at Nand Ghars and engage in the activities that are listed below:

- a) Interaction with the Nand Ghar beneficiaries
- b) Study the Nand Ghar model
- c) Design innovative ideas around delivery of health care at Nand Ghars
- d) Community awareness programs
- e) Engage with adolescent girls and women on health and hygiene.
- f) Participate in anganwadi activities such as VHSND Meet, PTMs, MCHN Days, other special events/days, etc.
- g) Visits to Gram Sabha meetings, PHC visit, any other departmental visit to complement an immersive rural lifestyle.
- h) In the end, submit the report to the Nand Ghar State team.

5. The roles and responsibilities of both the entities are clearly mentioned below:

a. IIHMR University, Jaipur

- The organization will be responsible to nominate the students for the program
- The students will be responsible for the travel to and fro from the center
- The organization will be responsible to link interested interns to the Nand Ghars
- At the end of the volunteering period, the interns to share the report/dissertation to the Nand Ghar State Team

b. Company

- The Nand Ghar team will identify the Nand Ghars and provide the location to the intern which will be finalized based on the feasibility or convenience of the intern.
- Nand Ghar team will support the intern on ground to help him/her to familiarize with the center and its stakeholders
- Nand Ghar team (o & m representative) shall also provide any other support to carry out the planned activities while the intern is at the center.

The above list is indicative in nature and can be mutually modified by the Parties according to the need.

6. This MoU is **non-financial** in nature with no monetary exchange of any sort between the Parties.

7. Both Parties affirm that they shall take all steps in good faith and shall take all necessary steps to see the Project through expeditiously. Parties agree to provide best efforts and all cooperation to ensure the scope of this MoU is met in all regard.
8. This MoU shall not be interpreted to prejudice the rights and obligations of the other Party.
9. None of the provisions of this MoU shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind or shall be deemed to be agent of the other in any manner.
10. This MoU shall enter into force from the Effective Date hereof and remain in force for a period of **One Year ("Term")** and shall automatically be renewed for successive 6 months period unless terminated. Notwithstanding the above, this MoU or any other binding agreement hereafter may be terminated by any party hereto by giving the other a 60 days' notice. In which event other than for obligations specifically undertaken, none will be liable for any future commitments.
11. The MoU shall be governed by and interpreted in accordance with the laws of the Republic of India. The Courts at New Delhi, India shall have the exclusive jurisdiction for the adjudication of any disputes under this MOU.
12. (a) Notice of default or breach or for termination given by either Party to the other Party under this MoU shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgment or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein below.

(b) Any notice, request, demand, approval, consent or other communication provided or permitted shall be in writing and given by personal delivery or registered post or e-mail address as below:

IIHMR University, Jaipur	Anil Agarwal Foundation
Address: 1, Prabhu Dayal Marg, Near Sanganer Airport, Maruti Nagar, Jaipur 302029	Address: Anil Agarwal Foundation, 13 th Floor, C/o Vedanta Limited, Statesman House, Barakhamba Rd, Connaught Lane, Barakhamba, New Delhi, 110001
E-Mail: iihmr@iihmr.edu.in	Email: khurram.naayaab@cairnindia.com
Phone: 91-141-3924700	M: +91 8800892410

13. This MoU herein constitutes the entire agreement and expresses fully the understanding between the Parties and shall supersede all prior understandings, representations, appointments, licenses or agreements either oral or written between the Parties. The terms or provisions of the MoU may be modified, amended, supplemented, waived or discharged only in writing signed by the Parties.
14. No amendment, modification, renewal, extension or variation of the MoU shall be binding or have any effect unless in writing and signed by or on behalf of the Parties to the MoU.

15. If any Article or provision of this MoU is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this MoU or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this MoU.
16. This MoU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MoU and all of which, when taken together, will constitute one and the same instrument.
17. The foregoing outlines the basic terms and conditions that would form the basis of the Project and the Parties acknowledge that this MoU is a statement of the intention of the Parties and is not intended to be binding.

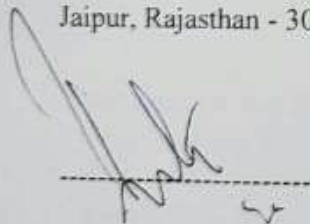
IN WITNESS WHEREOF the parties have signed these presents and a duplicate hereof through their duly authorized officials, on 28th March 2023.



Dr. P. R. Sodani
President

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

For IIHMR University, Jaipur
1, Prabhu Dayal Marg,
Near Sanganer Airport
Maruti Nagar,
Jaipur, Rajasthan - 302029



Nand Ghar
by the hand of Ms. Ritu Jhingon
CEO, Project Nand Ghar

