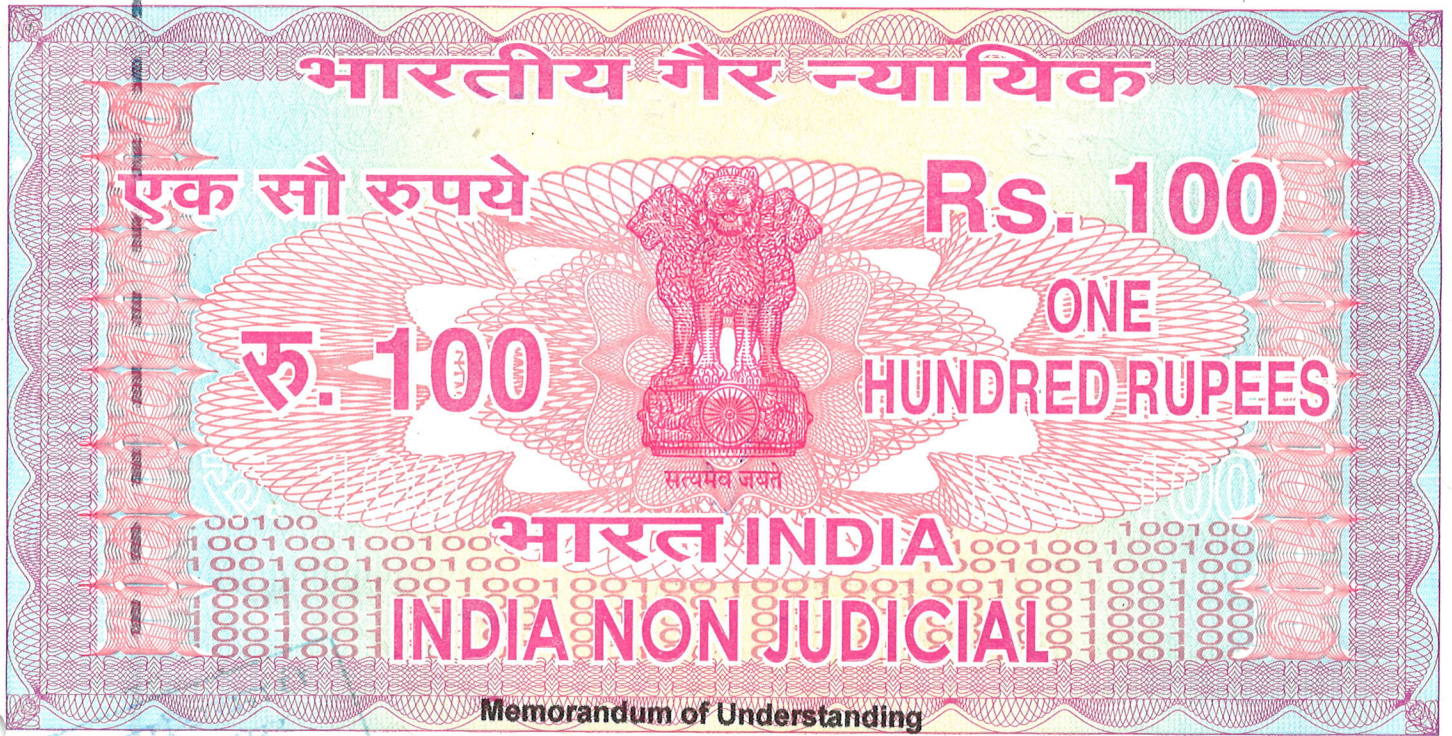




This Memorandum of Understanding ("MoU") is made on 23rd December 2020 ("Effective Date") between IIHMR University, having its registered office at 1, Prabhu Dayal Marg, Sangarner Airport, Jaipur, Rajasthan, represented by Dr. P. R. Sodani, President (Officiating), and Guide (hereinafter referred to as the "First Party", which term unless repugnant to the context thereof shall mean and include its legal heirs, successors, nominees and permitted assigns etc.);

AND

Medanta Institute of Education & Research, a trust having its registered office at E-18, Defence Colony, New Delhi-110024, India ("MIER") (hereinafter referred to as the "Second Party", which term unless repugnant to the context thereof shall mean and include its successors and permitted assigns).

WHEREAS:

- A. The First Party is engaged in running research University, which undertake post graduate education and doctoral research in health and hospital management, and related disciplines. Under this MoU, the IIHMR University would like to send PhD (Doctor of Philosophy) research scholars for undertaking hospital-based research studies to Medanta Institute of Education and Research (MIER).
- B. Under this MoU, the IIHMR University desires to send a PhD Scholar Ms. Neera Trivedi (Registration Number-IIHMR-U/08/2016-19/0051) for her PhD Research work ("Researcher") on "Economic Analysis of End-Stage Renal Disease (ESRD) patients Undergoing Hemodialysis" ("Research Project") to Medanta Institute of Education and Research (MIER), under the guidance of Dr. P. R. Sodani.
- C. The Second Party is a trust established with the object of supporting and promoting educational and research activities. MIER has entered into an arrangement with Global Health Private Limited ("GHPL"), a company which owns and operates a world-class multi - super specialty hospital and state of the art research facilities at Sector 38, Gurgaon, Haryana - 122001 under the brand name "Medanta - The Medicity" ("Medanta") for provision of such services as may be requested by the Second Party from time to time for its education and research activities.
- D. The parties have a common objective of promoting education and research in the area of health sciences and accordingly desire to collaborate for purpose of permitting the scholars/ researchers of IIHMR to undertake research at Medanta on such terms and conditions as set out in this MoU.

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

1. The Second Party has allowed the conduct of research on "Economic Analysis of End-Stage Renal Disease (ESRD) patients Undergoing Hemodialysis" by IIHMR's PhD Scholar Ms. Neera Trivedi (Registration Number: IIHMR-U/08/2016-19/0051), at Medanta under the guidance of Co-Guide Dr. Vijay Kher - Chairman - Division of Nephrology & Renal Transplant Medicine ("Co-Guide"). The data collected will be used for research and publication purpose only. However, any data/ report relating to the Research Project shall be submitted to MIER for review and comments prior to publication by the Researcher.

Prop



Dr. P. R. Sodani



SS23

17/11/2020

मुद्रांक मुख्य

क्रेता का भाग

पिता/पति का

निवासी:

वर्त.

104
महा विद्या
विद्या मन्त्र विद्या
पश्चिम

amc

4/4/21 3:11 PM

रक्षा दिवस

पिंजरापोल गौशाला

સંદ્ધિ સાંગાનેર જાણવું

[illegible]

2. The Second Party has accepted the proposal of the First Party and has agreed to extend the support to IIHMR University Student Ms. Neera Trivedi (Registration number: IIHMR-U/08/2016-19/0051 for conducting research on "Economic Analysis of End-Stage Renal Disease (ESRD) patients Undergoing Hemodialysis".
3. The Researcher, Ms. Neera Trivedi hereby agrees that the Research Project shall be submitted to MIER for prior approval and the same shall be, after approval of the MIER, implemented by the Researcher under the strict supervision and guidance of the Co-Guide. It is further clarified that the Research Project shall be implemented/ undertaken by the Researcher in accordance with MIER/ Medanta's standard operating procedures.
4. The First Party, shall endeavor and insist on its Researcher, at all times during the Term of this MoU and while on the premises of MIER/ Medanta, to comply with the rules and regulations prescribed by MIER. Such Researcher/ scholar must maintain harmonious relations with the patients, their attendants/ visitors, employees and staff of MIER/Medanta. It is hereby clarified that MIER reserves the right to forthwith terminate the MoU and/ or enrolment of the Researcher/ scholar, in the event of any misconduct/ illegal act of the Researcher/ any scholar during the Term of this MoU.
5. The First Party shall be solely responsible for the acts and omissions of its Researcher/ scholars at all times, during the Term of this MoU and shall keep MIER/ Medanta fully indemnified and harmless in this regard.
6. This MoU shall be valid for a period of FIVE years commencing from the Effective Date hereof unless otherwise terminated in accordance with this Clause ("Term"). The Term may be renewed further for such extended period and on such terms and conditions as may be mutually agreed between the Parties in writing.
7. Either Party may terminate this MoU by giving 30 (thirty) days prior written notice to the other Party without assigning any reason for the same.
8. Confidentiality: 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. The First Party shall endeavor and insist on its Researcher/ scholar to maintain strict confidentiality of any and all information gathered by them or comes to their knowledge while at the premises of MIER/ Medanta during the duration of this MoU. The First Party shall further ensure that each of its enrolled scholar including the Researcher sign a separate confidentiality agreement with MIER before the signing of this MoU.
9. 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.
10. This MoU may be amended only by an instrument in writing signed by each Party to this MoU.
11. 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.
12. This MoU shall be construed in accordance with and governed by the laws of India subject to the exclusive jurisdiction of the courts of New Delhi.

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

FOR AND ON BEHALF OF IIHMR UNIVERSITY

Name: Dr. P.R. Solanki

Designation: President

[Signature]



FOR AND ON BEHALF OF MEDANTA INSTITUTE OF EDUCATION & RESEARCH

Name: Dr. Parja Sharma

Designation: Associate Director and Head

[Signature]



WITNESSES 1:

Name: Keesham Singh

Address: OSD, IIHMR University

WITNESSES 2:

Name: Radhesh Malhotra

Address: EA, MIER

