

AY 2022-23

3.3

Collaborations and Health Services

3.3.1 Current Collaborations with Health Institutions

MRIIRS Weblink to SDG3:

<https://mriirs.edu.in/sdg03-good-health-and-well-being/>

Collaborations with Health Institutions

The **School of Allied Health Sciences (SAHS) and the School of Dental Sciences (SDS/Manav Rachna Dental College)** at Manav Rachna International Institute of Research and Studies (MRIIRS) have established partnerships with a diverse range of healthcare institutions at local, national, and global levels. These global collaborations primarily focus on activities such as exchanging faculty members and students, co-supervising Master's and Ph.D. students, curriculum development, sharing academic knowledge, collaborative research in mutually interesting fields, conducting joint educational events like lectures, symposia, and conferences, as well as exploring internship and sandwich program opportunities. On the national front, the collaborative aim is to promote health equity through data utilization, leadership development, and fostering cooperation among various sectors that share responsibility for creating a more just and fair society. MRIIRS has also teamed up with over twenty local hospitals in the region to facilitate clinical affiliations and internships for its students.

Detailed information about these collaborations, including their scope and copies of Memorandum of Understanding agreements, is available as supporting documentation.

A. Global Collaborations:

The University's goal is to increase its global impact by forming strong collaborations to ultimately improve health and well-being outcomes. MRIIRS penned memoranda of understanding with a wide variety of health institutions at global level. There is an INTERNATIONAL PARTNERSHIP between MRIIRS and the National University of Ukraine on Physical Education and Sports, Cahaya Padma Kumara Foundation-Indonesia, Asyiah Politechniq Pontianak-Indonesia, Universitas Sultan Ageng Tirtaya (UNTIRTA), Physiotherapy Academy YAB and Universiti Teknologi MARA (UiTM). The main purpose is to establish a framework for collaboration between the two Institutions to facilitate the exchange of faculty, students, and clinical/academic/research information between the two Institutions. These collaborations are concentrated on exchanging faculty members, undergraduate and/or graduate students, jointly supervising Masters, and Ph.D. students, developing curricula, exchanging academic information and materials, joint publications in the fields of mutual interest, conducting joint research programs, conducting joint lectures, symposia, conferences, and investigating the potential for internships and sandwich programmes.

B. National Collaborations:

MRIIRS collaborates with a variety of NATIONAL HEALTH ORGANISATIONS including the Red Cross, Special Olympics Bharat, Fit India, SPEFL-SC (Sports, Physical Education, Fitness & Leisure Skills Council), Sports Next-India; Galactus Funware Technologies Pvt Ltd-MPL, Indian Institute of Millets Research (IIMR), Paras Hospitals- Gurugram, Nutra Supplements, National Institute of Food Technology, Entrepreneurship and Management, Sonipat. The National collaborative goal is to advance health equity by utilising data, cultivating leaders, and igniting collaborations among the numerous sectors that are jointly accountable for constructing a more just and equitable society. Faculty of Dental Sciences has also collaborated with Balaji Dental and Craniofacial Hospital Chennai for academic and clinical training of the students.

C. Local Collaborations:

MRIIRS has collaboration with more than twenty of the greatest hospitals in the area for providing the clinical tie-ups and internships to the students. Students, faculty members, school children, villagers, society residents and the like are regularly invited to participate in health awareness sessions, cancer awareness, psychological counselling, tobacco and drug awareness, dental hygiene, menstrual hygiene, pulse polio, blood donation and other similar camps.

MRIIRS in collaboration with Dr. O P Bhalla Foundation organized the Annual Mega Blood Donation Camp on the 16th of September. The Mega Blood Donation Camp perpetuates core belief of Manav Rachna Educational Institutions (MREI) giving back to society. It also reflects the generosity of spirit evident among the young members of the Manav Rachna family as they volunteer each year willingly to donate blood and help save lives. It is worth noting that during 2022-23 students and Faculty members donated 1068 units of blood in blood donation camp at MRIIRS campus.

Dental Department has a unique state-of-the-art facility, housing a perfect combination of high-end technology. A team of highly skilled and experienced doctors meet all dental needs in specialized area of orthodontics and Dentofacial orthopaedics, periodontology, prosthodontics, oral pathology & microbiology, conservative dentistry and endodontics, paediatric and preventive dentistry, oral medicine and radiology, oral & maxillofacial surgery, public health dentistry. From July 2022 till June 2023, the number of patients treated in Dental OPD was nearly 103075.

- ✓ The **details of the active collaborations of MRIIRS with the respective scope (Annexure I) and copy of Memorandum of Understanding (MoU) agreements** (can be accessed by clicking on the entries in the column 'MoU Second Party') have been provided as the evidence documents.

SDG 3- GOOD HEALTH AND WELL-BEING



Annexure I: Details of the Active collaborations of MRIIRS with the respective scope

S. No.	Year of collaboration	MoU First Party	MOU Second Party (Click to view MoU copy)	National/ International/ Local	Faculty	Scope
1	2021	MRIIRS	National University of Ukraine on Physical Education and Sports, Ukraine	International	FAHS	Faculty exchange, Research collaboration, Student exchange for short term courses
2	2021	MRIIRS	Cahaya Padma Kumara Foundation, Indonesia	International	FAHS	Faculty exchange, Research collaboration, Student Exchange for short term courses
3	2021	MRIIRS	Asyiah Politechniq Pontianak, Indonesia	International	FAHS	Faculty exchange, Research collaboration, Student Exchange for short term courses
4	2022	MRIIRS	Universitas Sultan Ageng Tirtaya (UNTIRTA)	International	FAHS	Faculty exchange, Research collaboration, Student Exchange for short term courses
5	2022	MRIIRS	Physiotherapy Academy YAB	International	FAHS	Faculty exchange, Research collaboration, Student Exchange for short term courses
6	2022	MRIIRS	Asyiah Politechniq Pontianak, Indonesia (Research Agreement)	International	FAHS	Faculty exchange, Research collaboration, Student Exchange for short term courses
7	2022	MRIIRS	Universiti Malaya, Malaysia	International	FAHS	Faculty exchange, Research collaboration, Student Exchange for short term courses

SDG 3- GOOD HEALTH AND WELL-BEING

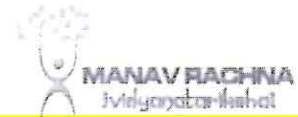


8	2022	MRIIRS	Fellowship Program with Cahaya Padma Kumara Foundation, Indonesia	International	FAHS	Fellowship program, Dual degree program
9	2021	MRIIRS	Fit India, India	National	FAHS	Joint research project, Curriculum design, placement, Guest lectures, Industrial Training
10	2021	MRIIRS	Sports, Physical Education, Fitness & Leisure Skills Council-SPEFL-SC	National	FAHS	Joint research project, Curriculum design, placement, Guest lectures, Industrial Training
11	2021	MRIIRS	Sports Next, India	National	FAHS	Short term courses, workshops, Placements
12	2021	MRIIRS	Galactus Funware Technologies Pvt Ltd-MPL	National	FAHS	Faculty exchange, Research collaboration, Student Exchange for short term courses
13	2022	MRIIRS	ICAR-Indian Institute of Millets Research (IIMR)	National	FAHS	Faculty exchange, Research collaboration, Student Exchange for short term courses
14	2022	MRIIRS	Paras Hospitals	National	FAHS	Clinical postings, Rotatory observer ship, Guest lectures
15	2022	MRIIRS	Nutra Supplements	National	FAHS	Faculty exchange, Research collaboration, Placements
16	2022	MRIIRS	NIFTEM	National	FAHS	Faculty exchange, Research collaboration, Student Exchange for short term courses

SDG 3- GOOD HEALTH AND WELL-BEING



17	2021	FDS/MRDC	<u>ESIC Medical College, Faridabad</u>	Local	FDS	Clinical Postings/Internship
18	2022	FDS/MRDC	<u>Balaji Dental and Craniofacial Hospital, Chennai and Manav Rachna Dental College, FDS, MRIIRS</u>	Local	FDS	Clinical Postings/Internship
19	2022	FDS/MRDC	<u>Invisalign</u>	Local	FDS	Clinical Postings/Internship
20	2022	FAHS	<u>Sarvodaya Hospital, Faridabad</u>	Local	FAHS	Clinical Postings/Internship
21	2022	FDS/MRDC	<u>Shweta Dental Clinic</u>	Local	FDS	Clinical Postings/Internship
22	2022	FAHS	<u>Asian Hospital, Faridabad</u>	Local	FAHS	Clinical Postings/Internship
23	2022	FDS/MRDC	<u>Public/Private Schools of Faridabad</u>	Local	FDS	Clinical Postings/Internship



Угода про співробітництво
між
Національним університетом
фізичного виховання і спорту
України (м. Київ, Україна)

та
*Манав Рачна міжнародний
науково-дослідницький інститут*
на 2021-2025 рр. *(Індія)*

Agreement on Cooperation
between
the National University
of Ukraine on Physical Education
and Sport (Kyiv, Ukraine)

and
*Manav Rachna International
Institute of Research and Studies
for 2021-2025 (India)*

Національний університет фізичного виховання і спорту України (the National University of Ukraine on Physical Education and Sport), Київ, Україна, та Manav Rachna International Institute of Research and Studies, India

в подальшому іменуються разом Сторони, в рамках цієї Угоди від 5th June 2021 року домовляються здійснювати і розвивати співпрацю з освітньої та наукової діяльності шляхом укладання таких домовленостей:

1. Форми співробітництва: обмін делегаціями; здійснення спільних наукових досліджень; проведення конференцій; підвищення кваліфікації, короткострокове та довгострокове стажування; читання лекцій і проведення практичних занять; спільна підготовка підручників, методичних рекомендацій та наукових монографій; обмін студентами, аспірантами, науково-педагогічними працівниками; академічна мобільність.
2. Терміни перебування делегацій, період обмінів оформлюються окремими протоколами до цієї Угоди, щорічними програмами обміну, домовленою керівників.
3. Дія Угоди: Угода укладається на 5 років з моменту підписання і може бути припинена за бажанням однієї із Сторін з обов'язковим повідомленням іншої Сторони за місяць до передбаченої дати припинення Угоди. По закінченню терміну цієї Угоди вона може бути продовжена за погодженням Сторін.

The National University of Ukraine on Physical Education and Sport (Національний університет фізичного виховання і спорту України), Kyiv, Ukraine and Manav Rachna International Institute of Research and Studies, India hereinafter

referred to as the Parties, within the framework of this Agreement between the two institutions dated 5th June 2021, agree to support and develop their cooperation in educational and scientific activities by conclusion of the following arrangements:

1. Forms of cooperation: exchange of delegations; joint research; hosting conferences; refresher courses; short-term and long-term training; lectures and practical training; joint preparation of manuals, guidelines and scientific monographs; exchange of students, post-graduate students, members of scientific and teaching staff; academic mobility.
2. Duration of the delegations' stay, exchange periods will be agreed by additional protocols to this Agreement, annual exchange programs and arrangements between the executives.
3. Validity of the Agreement, the Agreement is valid for 5 years coming into effect on the date of its signing and may be terminated at the request of either Party giving a mandatory notification to the other Party one month before the intended date of cancellation. On the expiration of the Agreement, it may be extended under the approval of the Parties.

MANAV RACHNA INTERNATIONAL INSTITUTE OF RESEARCH AND STUDIES

(NAAC Accredited: A Grade)

4. Умови реалізації цієї Угоди:
Сторони встановлюють пріоритетні сфери співробітництва та визначають графік початку їх реалізації до кінця 2020 року. Окремі питання співробітництва, що стосуються реалізації конкретних цілей, визначаються додатковими протоколами до цієї Угоди або окремими протоколами, що можуть бути укладені у період її дії.

Ця Угода укладена і прийнята

15.06.2021



Євгеній ІМАС
Ректор Національного університету
фізичного виховання і спорту України

YEYGENIY IMAS
Rector of the National University of Ukraine on
Physical Education and Sport

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4. Conditions for Realization of the Agreement
Objectives: The Parties shall establish the priority
areas of cooperation and define the schedule for
their implementation by the end of 2020. Single
issues of cooperation on the implementation of
specific objectives shall be defined by
supplemental protocols to this agreement or
separate protocols which may be concluded in the
period of its validity.

The present Agreement is signed in two copies on
the 5th June 2021


5.6.2021

Vice Chancellor
MRIIS

Prof Dr Sanjay Srivastava

	<p>Memorandum of Understanding</p> <p>Between</p> <p>Cahaya Padma Kumara Foundation Indonesia</p> <p>and</p> <p>Manav Rachna International Institute of Research and Studies</p>	 <p>MANAV RACHNA Vidya Ratna Sahal</p>
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Cooperation in Academic and Research Related Activities

This agreement enables cooperative arrangements between Cahaya Padma Kumara Foundation Indonesia and Manav Rachna International Institute of Research and Studies.

Cahaya Padma Kumara Foundation Indonesia (CPK) and Manav Rachna International Institute of Research and Studies (MRIIRS) affirm their mutual interest in the development of academic and research related activities, and their desire to cooperate to better achieve these goals. In doing so both CPK and MRIIRS recognize each other's desire to build capacity and excellence in teaching, research and community services.

Under the terms of this agreement CPK and MRIIRS agree to:

- Continue discussions as opportunities arise to ascertain the extent to which cooperative activities could be implemented in the future;
- Seek opportunities for funding for projects of mutual interest; and
- Collaborate on activities in key academic and research areas as needs and opportunities are identified.

In practice, the activities generated under this agreement may include:

- Development of all courses, as mutually agreed by both parties;
- Exchange of academic materials, as appropriate, for particular joint projects and strengthening of curricula;
- Exchange of staffs, research students, resources, and research collaboration in areas of mutual interest;
- Approaches to appropriate government and non-government bodies for funding;
- Collaboration with other universities;
- Assessing possibilities to exchange undergraduate students; and
- Assessing possibilities to organize joint international conferences.

This MoU does not presume or require any financial transaction between CPK and MRIIRS while CPK and MRIIRS do not **preclude** either university from initiating in future discussions concerning a broadening or extension of this agreement that may result in other financial arrangements required.

Nothing contained in this agreement implies that an agency, partnership or joint venture between the universities has been set up, and it is understood that both CPK and MRIIRS will carry out activities

MANAV RACHNA INTERNATIONAL INSTITUTE OF RESEARCH AND STUDIES

(Deemed to be University under Section 3 of the UGC Act, 1956)
(NAAC Accredited 'A' Grade)

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MRIIRS Alauddin Campus : Sector-43, Delhi-Surajkund Road, Faridabad, Phone: 0129-4100100 (50 lines)
E-mail : info@mriirs.edu.in URL : www.mriirs.edu.in

under this MoU as independent institutions. Neither university shall have any right or authority to create any obligation or responsibility in the name of, or on behalf of, the other.

This MoU will be effective for 3 (three) years, but may be terminated by either party upon written advance notification of not less than 6 (six) months.

This MoU is signed in identical copies by the authorized representative of each university, the two texts being equally valid. In the event of any divergence of interpretation between any of the texts.

Signed for **Cahaya Padma Kumara Foundation**

Director

Date _____

Signed for **Manav Rachna International
Institute of Research and Studies
(MRIIRS)**



Vice Chancellor



Date _____

MANAV RACHNA INTERNATIONAL INSTITUTE OF RESEARCH AND STUDIES

(Deemed to be University under Section 3 of the UGC Act, 1956)
(NAAC Accredited 'A' Grade)

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MRIIRS Aravalli Campus : Sector-43, Delhi-Surajkund Road, Faridabad, Phone :0129-4196100 (30 lines)
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MEMORANDUM OF AGREEMENT

between

Manav Rachna International Institute of Research and Studies, India
And
Politeknik 'Aisyiyah Pontianak, Indonesia

1. Introduction

In the pursuit of excellence in education, research and dissemination of knowledge to generate reciprocal benefit within a framework of openness, fairness, and equity, that will serve both the partners, **Manav Rachna International Institute of Research and Studies, India** and the **Faculty of Engineering and Politeknik 'Aisyiyah Pontianak, Indonesia** hereby sign a Memorandum of Understanding ("MoA") for Academic Collaboration. **Manav Rachna International Institute of Research and Studies, India** and **Politeknik 'Aisyiyah Pontianak, Indonesia, West Kalimantan Indonesia** are hereinafter referred the "Parties".

Through this MoA, the parties express their intention, in principle, to facilitate and develop a meaningful and mutually beneficial relationship, and to encourage the development of new collaborative undertakings.

The two parties have mutually agreed to the following:

2. Purposes

The aim of this MoA is to provide for cooperation on academic activities of the two institutions that will strengthen mutual understanding, foster friendly co-operation, and to promote sustainable and productive academic collaboration and exchange between the faculties, students and research of both the parties in integrated learning programs.

3. Activities Envisaged

In pursuit of the aim of the MoA, the two colleges of each institution may develop specific activities to implement the mutual understanding set forth in this memorandum. These shall in every case be subject to mutual consent and the availability of adequate resources and shall be set forth in supplementary agreement protocols.

The Parties hereby agree to undertake, within the framework of the provisions of the respective governments' regulations applying in each of the institutions, the following activities:

3.1. Academic Collaboration

- 3.1.1 Research collaboration, including joint research projects in areas of mutual interest.
- 3.1.2 Research can be promoted by a period of residence at the partner university. Both universities agree to appropriately support members of the partner university. Each will ensure that visiting academics are integrated well into existing research terms and, if possible make working space available to them.
- 3.1.3 Exchange of the faculty members and research personnel of undergraduate and graduate school. The number, timing and duration of such exchanges may vary according to the needs of the particular program.
- 3.1.4 Exchange of academic information and materials, publications, research databases, and courseware.
- 3.1.5 Sharing of library resources such as research papers, indices, books and magazines on relevant subjects where possible and appropriate.
- 3.1.6 Sponsoring and conducting joint conferences, seminars, symposiums, training programs, workshops and other academic meetings on matters of mutual interest.
- 3.1.7 Extending invitations for attending scholarly and technical meetings and assisting in making arrangements for attending national and international conference.
- 3.1.8 Offering of joint or each partner's program on mutual agreement.

3.2. Exchange of Faculty Members

- 3.2.1 Both colleges should undertake to facilitate visits by faculty members and researchers from the other. Visiting faculty members and researchers should comply with administrative procedures required by and the regulations of the host university.
- 3.2.2 Both colleges may provide economic support for visiting faculty members or researchers from the other institution, but are not required to do so.
- 3.2.3 Both colleges may provide assistance to visiting faculty members and researchers from the other university in securing living accommodations, but are not required to provide such accommodations.
- 3.2.4 To the extent possible, both colleges should accord to visiting faculty members and researchers from the other institution the use of research space, libraries and other facilities, opportunities to audit lectures free of charge, and other common courtesies generally granted to visiting scholars.
- 3.2.5 The home college will screen faculty members applications and recommend students to the host institutions to get a scholarship.

3.3. Exchange of Students

- 3.3.1 Each college may exchange students upon mutual agreement for a period not exceeding one year either practice teaching.
- 3.3.2 The home college will screen student applications and recommend students to the host institutions to get a scholarship.
- 3.3.3 Students will perform duties in the relevant academic department as agreed upon by the main head of academic issues.
- 3.3.4 Transcripts of result will be provided to the home institution soon after the completion of the exchange.

- 3.3.5 Each student will register and pay tuition and required fees at the home institution. The host institution will waive the enrolment in case of academic studies previously agreed between the two institutions.
- 3.3.6 Students enrolled at the host institution will be subject to the same rules and regulations as a local students. Student will be eligible for all the services and right normally provide to local enrolled students.
- 3.3.7 Each student will be responsible for arranging the necessary relevant immigration requirements (e.g.a study permit).
- 3.3.8 Students are responsible for cost of accommodation, international and local travel in host country, books, equipment, health insurance and other expenses arising out of the exchange. The parties will appeal any international cooperation to promote student exchange.
- 3.3.9 The host college may refer an exchange student for language assessment necessary/applicable.

4. General considerations

(Joint research projects, conferences & cultural programs)

- 4.1 The terms of, and the necessary resources for, such joint research projects, conferences and cultural programs shall be discussed and mutually agreed upon in writing by both parties through the liaison officers specified by the parties prior to the initiation of the particular activity or program.
- 4.2 Each party should approve any funding for such activities internally. The parties may also go for external funding. The approval of any project is subject to the approval of both institution and will be dependent, in part, upon the availability of guaranteed support funds.
- 4.3 It is the intention of the institution that all research derived from the collaborative efforts of two parties will be joint properly of both parties, proportionate to the parties respective contributions, unless otherwise specified in a particular departmental MoA or the specific institutional policies on intellectual property.
- 4.4 The activities under the MoA will be undertaken by specific agreement in each institution.

5. Communication between institutions

Both colleges shall communicate with each other, through their respective International Relations Offices. The contact persons for the **Manav Rachna International Institute of Research and Studies, India** is the Head of the International Relations Office. For the **Politeknik 'Aisyiyah Pontianak, Indonesia, West Kalimantan Indonesia** it is the Head of the International Relations Office (kui.polita@gmail.com).

6. Duration of memorandum

The MoA shall take effect upon approval by both parties. It shall be effect for an initial period of three years. If the two institutions agree, it shall be renewed for an additional period of three years upon an official exchange of letters. This process shall be used to renew the agreement for each three-year period.

7. Amendment to the MoA

Any amendment of and/or modification to the MoA will require the written approval from both parties.

8. Cooperation monitoring and progress report

The agreement shall operate as both disciplines specific and interdisciplinary project by individual and collective members of each institution. The institutions representatives as stated in paragraph four (4) will be responsible for the collection of written reports on any project relevant to the co-operation.

9. Specific Partner Memoranda of Agreement (MoAs)

Cooperation goals and objectives for each project must be clearly stated with clearly defined target dates and financial obligations from each partner in separate Memoranda of Understanding between collaborative partners.

10. Financial Obligation

No financial obligation is presupposed on either party. Each partner will take care of its own financial obligation, except by mutual agreement.

11. Termination

Either party may terminate the agreement at any time after consultation and mutual agreement with three months prior written notice. The said termination would not affect the faculty or students from institution participating in current exchange, thus enabling them to complete the agreed duration of their participation.

Signed for 'Aisyiyah Polytechnic Pontianak (POLITA)



Director

Date _____

Signed for Manav Rachna International
Institute of Research and Studies
(MRIIRS)

Vice Chancellor

Date _____

	<p style="text-align: center;">Memorandum of Understanding</p> <p style="text-align: center;">Between</p> <p style="text-align: center;">Universitas Sultan Ageng Tirtayasa</p> <p style="text-align: center;">And</p> <p style="text-align: center;">Manav Rachna International Institute Of Research And Studies</p>	
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Number: 274 /UN43/HK.06.00/2022

Cooperation in Academic and Research Related Activities

This agreement enables cooperative arrangements between **Universitas Sultan Ageng Tirtayasa and Manav Rachna International Institute Of Research and Studies.**

Universitas Sultan Ageng Tirtayasa (UNTIRTA) and Manav Rachna International Institute Of Research and Studies affirm their mutual interest in the development of academic and research-related activities, and their initiative desire to cooperate to better achieve these goals. In doing so both UNTIRTA and Manav Rachna International Institute Of Research and Studies recognize each other's desire to build capacity and excellence in teaching, research, and community services.

Under the terms of this agreement, we propose cooperation between the medical faculty of UNTIRTA and Manav Rachna International Institute Of Research And Studies, particularly through cooperation to actualize the *tri dharma*, three main duties of conducting teaching, research and community development of the Indonesian higher education

- Medical study programs and the medical profession study : International webinars, guest lectures, Program and joint research about health innovation, integrated healthy zone initiatives to achieve health, food security, and ecotourism program, disaster management and safety training program.
- Nutrition Study Program : International webinars, guest lectures, internationally-certified training for nutrition lecturers and students, collaborative research, and publications collaboration.
- Diploma Nursing Study, Bachelor of Nursing and Nursing Profession Study : curricula to enable Diploma Nursing graduates to obtain employment prospects in the asian countries. Guests lectures about emergencies in industry or hospitals in India.

- Sports Science Study : Wellness program, guest lectures, sports tourism in Banten Province and sports technology program.

This MoU does not presume or require any financial transaction between the Medical faculty of UNTIRTA and Manav Rachna International Institute Of Research and Studies while UNTIRTA and Manav Rachna International Institute Of Research and Studies do not preclude either university from initiating in the future discussion concerning a broadening or extension of this agreement that may result in other financial arrangement required.

Nothing contained in this agreement implies that an agency, partnership, or joint venture between the universities has been set up, and it is understood that both UNTIRTA and Manav Rachna International Institute Of Research And Studies will carry out activities under this MoU as independent institutions. Neither university shall have any right or authority to create any obligation or responsibility in the name of, or on behalf of, the other.

This MoU will be effective for 3 (three) years but may be terminated by either party upon written advance notification of not less than 6 (six) months.


This MoU is signed in identical copies by the authorized representative of each university, the two texts being equally valid. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

Hopefully, the MoU will pave the way for future collaboration between Untirta and Manav Rachna International Institute Of Research And Studies and will be a benefit and blessing to all of us.

Signed for **Universitas Sultan Ageng Tirtayasa**



Prof. Dr. Ir. H. Fatah Sulaiman, ST., MT

 Rector of Universitas Sultan Ageng Tirtayasa

Signed for **Manav Rachna International Institute Of Research And Studies**



.....
Rector of Manav Rachna International Institute Of Research And Studies



**Memorandum of Understanding
Between
Physiotherapy Academy YAB
and
Manav Rachna International Institute of
Research and Studies**



Cooperation in Academic and Research Related Activities

This agreement enables cooperative arrangements between **Physiotherapy Academy YAB** and **Manav Rachna International Institute of Research and Studies**

Physiotherapy Academy YAB (PAY) and **Manav Rachna International Institute of Research and Studies (MRIIRS)** affirm their mutual interest in the development of academic and research related activities, and their desire to cooperate to better achieve these goals. In doing so both **HP** and **MRIIRS** recognize each other's desire to build capacity and excellence in teaching, research and community services.

Under the terms of this agreement **PAY** and **MRIIRS** agree to:

- Continue discussions as opportunities arise to ascertain the extent to which cooperative activities could be implemented in the future;
- Seek opportunities for funding for projects of mutual interest; and
- Collaborate on activities in key academic and research areas as needs and opportunities are identified.

In practice, the activities generated under this agreement may include:

- Development of all courses, as mutually agreed by both parties;
- Exchange of academic materials, as appropriate, for particular joint projects and strengthening of curricula;
- Exchange of staffs, research students, resources, and research collaboration in areas of mutual interest;
- Approaches to appropriate government and non-government bodies for funding;
- Collaboration with other universities;
- Assessing possibilities to exchange undergraduate students; and
- Assessing possibilities to organize joint international conferences.

This MoU does not presume or require any financial transaction between **PAY** and **MRIIRS** while **PAY** and **MRIIRS** do not **preclude** either university from initiating in future discussions concerning a broadening or extension of this agreement that may result in other financial arrangements required.

Nothing contained in this agreement implies that an agency, partnership or joint venture between the universities has been set up, and it is understood that both **PAY** and **MRIIRS** will carry out activities under this MoU as independent institutions. Neither university shall have any right or authority to create any obligation or responsibility in the name of, or on behalf of, the other.

This MoU will be effective for 3 (three) years, but may be terminated by either party upon written advance notification of not less than 6 (six) months.

This MoU is signed in identical copies by the authorized representative of each university, the two texts being equally valid. In the event of any divergence of interpretation between any of the texts.

Signed for **Physiotherapy Academy YAB**



Director

Hj. Siti Alimah, SST.FT., MM

Signed for **Manav Rachna International Institute of Research and Studies (MRIIRS)**
Vice Chancellor

A handwritten signature in black ink, appearing to be "S.M.", is written above a solid horizontal line.

	<p style="text-align: center;">Research Agreement</p> <p style="text-align: center;">Between</p> <p style="text-align: center;">Politeknik 'Aisyiah Pontianak</p> <p style="text-align: center;">And</p> <p style="text-align: center;">Manav Rachna International Institute Of Research And Studies</p>	
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This collaborative research Agreement (Agreement) is entered into on Monday, Twenty-Third of August, Two Thousand and Twenty One between Politeknik Aisyiah Pontianak (POLITA) and Manav Rachna International Institute of Research And Studies(MIIRS)

Whereas, the research program contemplated by this Agreement is of mutual interest and benefit to the POLITA and to the MIIRS, and will further the Institutional's instructional and research objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution, the parties agree as follows:

1. Statement of Work

The POLITA desires to collaborate with the MIIRS to undertake a research project entitled "*Metabolic Syndrome on Elderly Women a Multi Discipliner and Multi Centre approach*" (Research Project) in accordance with the scope of work described in Proposal. Both parties agree to use reasonable efforts to perform the Research Project and acknowledge that the other party makes no expressed or implied warranties for results of the Research Project.

2. Principal Investigator

The Research Project will be supervised by MIIRS and the POLITA. The Principal Investigator will be appointed later based on discussion later. If for any reason these individuals are unable to continue to serve as Principal Investigators and a successor acceptable to both the MIIRS and PAP is not available, this Agreement shall be terminated as provided in Article 6.

3. Period of Performance

This Research Project will be conducted during the period 2021 through 2023 and may be extended by mutual Agreement of the parties.

4. Termination

Performance under this Agreement may be terminated by either party upon sixty (60) days written notice to the other.

In the event a party breaches or defaults in any of the terms or conditions of this Agreement, the other party can provide the breaching or defaulting party with written notice that the breaching or defaulting party has thirty (30) days to remedy the breach or default. If the party fails to remedy such breach or default, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party, and such termination shall be effective as of the date of the receipt of such notice.



5. Intellectual Property

Ownership of inventions conceived and reduced to practice in the performance of the Research will follow inventorship which will be determined according to countries patent laws.

Both parties will be able disclose inventions conceived and reduced to practice in the performance of the Research Both parties hold in confidence so as not to affect the patentability of such inventions. Both parties may negotiate a license to inventions to the extent such rights are available at the time of both parties request.

6. Publication

The parties intend to collaborate on the release of any information, data, writings, or material resulting from the Research Project and reserve the right to use such in any way for educational and internal research purposes. Should the parties fail to agree on the content of a publication, each reserves the right to publish individually. In that event, the publishing party shall furnish the other with a copy of any proposed publication in advance of the proposed publication date and grant the other party thirty (30) days for review and comment. Within this thirty day period, the non-publishing party may request the publishing party, in writing, to delay such publication for a maximum of an additional sixty (60) days in order to protect the potential patentability of any invention described therein. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

7. Publicity

Except as required by law, institutional policy or institutional reporting requirements, each party agrees not to use or refer to this Agreement, or use the names or marks of the other party, in any advertising, publicity or promotional activity, without prior written permission.

8. Reports

The parties shall furnish each other with periodic letter reports during the term of this Agreement summarizing the research being conducted. A final report setting forth the accomplishments and significant research findings shall be prepared for the parties ninety (90) days after the expiration of this Agreement.

9. Proprietary Data

The parties will exercise reasonable effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to the other party that is designated in writing as confidential information at the time of disclosure (Confidential Information). Confidential Information does not include information which:

- is available in the public domain or becomes available to the public through no act of the receiving party; or
- is independently known prior to receipt thereof or is discovered independently by an employee of the receiving party who had no access to the information supplied by the disclosing party under this Agreement; or
- is made available to the receiving party as a matter of lawful right by a third party; or
- is required to be disclosed by applicable law.

Both parties retain the right to refuse to accept Confidential Information that is not considered to be essential to the completion of the Research Project. The obligations under this paragraph shall survive and continue for one (1) year after this Agreement ends.

10. Liability

Both parties agrees to hold, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the Collaborator arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of both parties while acting within the scope of their employment where protection

11. Warranties

Both parties EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RESEARCH PROJECT OR ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH PROJECT OR ANY SUCH INVENTION OR PRODUCT.

12. Equipment

Equipment, supplies, and materials purchased or produced under this Agreement by POLITA shall be owned by the POLITA .

Equipment, supplies, and materials purchased or produced under this Agreement by MRIIS shall be owned by MRIIS .

13. Independent Inquiry

Nothing in this Agreement shall be construed to limit the freedom of researchers who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements.

14. Independent Contractor

In the performances of all services under this Agreement:

- each party and its personnel shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the other party; and
- neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

15. Insurance

The POLITA warrants and represents that it has adequate liability coverage applicable to officers, employees, and agents while acting within the scope of their employment by the POLITA . The POLITA has no liability insurance policy that can extend protection to any other person.

The MRIIS shall maintain insurance in levels that is appropriate for a company of its size and type, to cover claims or damages for which it may be liable under the terms of this Agreement, which insurance may include policies purchased from reputable insurance companies, self-insurance, or a combination of both, as determined by such Party.

Signed for **Politeknik 'Aisyiyah Pontianak (POLITA)**

A handwritten signature in black ink, consisting of stylized letters, positioned above a horizontal line.

Signed for **Manav Rachna International Institute of Research and Studies (MRIIRS)**

A handwritten signature in black ink, consisting of stylized letters, positioned above a horizontal line.

A handwritten signature in black ink, consisting of stylized letters, positioned above a horizontal line.

	<p style="text-align: center;">Research Agreement</p> <p style="text-align: center;">Between</p> <p style="text-align: center;">Politeknik 'Aisyiah Pontianak</p> <p style="text-align: center;">And</p> <p style="text-align: center;">Manav Rachna International Institute Of Research And Studies</p>	
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This collaborative research Agreement (Agreement) is entered into on Monday, Twenty-Third of August, Two Thousand and Twenty One between Politeknik Aisyiah Pontianak (POLITA) and Manav Rachna International Institute of Research And Studies(MIIRS)

Whereas, the research program contemplated by this Agreement is of mutual interest and benefit to the POLITA and to the MIIRS, and will further the Institutional's instructional and research objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution, the parties agree as follows:

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The POLITA desires to collaborate with the MIIRS to undertake a research project entitled "*Metabolic Syndrome on Elderly Women a Multi Discipliner and Multi Centre approach*" (Research Project) in accordance with the scope of work described in Proposal. Both parties agree to use reasonable efforts to perform the Research Project and acknowledge that the other party makes no expressed or implied warranties for results of the Research Project.

2. Principal Investigator

The Research Project will be supervised by MIIRS and the POLITA. The Principal Investigator will be appointed later based on discussion later. If for any reason these individuals are unable to continue to serve as Principal Investigators and a successor acceptable to both the MIIRS and PAP is not available, this Agreement shall be terminated as provided in Article 6.

3. Period of Performance

This Research Project will be conducted during the period 2021 through 2023 and may be extended by mutual Agreement of the parties.

4. Termination

Performance under this Agreement may be terminated by either party upon sixty (60) days written notice to the other.

In the event a party breaches or defaults in any of the terms or conditions of this Agreement, the other party can provide the breaching or defaulting party with written notice that the breaching or defaulting party has thirty (30) days to remedy the breach or default. If the party fails to remedy such breach or default, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party, and such termination shall be effective as of the date of the receipt of such notice.

[Handwritten signature]

5. Intellectual Property

Ownership of inventions conceived and reduced to practice in the performance of the Research will follow inventorship which will be determined according to countries patent laws.

Both parties will be able disclose inventions conceived and reduced to practice in the performance of the Research Both parties hold in confidence so as not to affect the patentability of such inventions. Both parties may negotiate a license to inventions to the extent such rights are available at the time of both parties request.

6. Publication

The parties intend to collaborate on the release of any information, data, writings, or material resulting from the Research Project and reserve the right to use such in any way for educational and internal research purposes. Should the parties fail to agree on the content of a publication, each reserves the right to publish individually. In that event, the publishing party shall furnish the other with a copy of any proposed publication in advance of the proposed publication date and grant the other party thirty (30) days for review and comment. Within this thirty day period, the non-publishing party may request the publishing party, in writing, to delay such publication for a maximum of an additional sixty (60) days in order to protect the potential patentability of any invention described therein. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

7. Publicity

Except as required by law, institutional policy or institutional reporting requirements, each party agrees not to use or refer to this Agreement, or use the names or marks of the other party, in any advertising, publicity or promotional activity, without prior written permission.

8. Reports

The parties shall furnish each other with periodic letter reports during the term of this Agreement summarizing the research being conducted. A final report setting forth the accomplishments and significant research findings shall be prepared for the parties ninety (90) days after the expiration of this Agreement.

9. Proprietary Data

The parties will exercise reasonable effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to the other party that is designated in writing as confidential information at the time of disclosure (Confidential Information). Confidential Information does not include information which:

- is available in the public domain or becomes available to the public through no act of the receiving party; or
- is independently known prior to receipt thereof or is discovered independently by an employee of the receiving party who had no access to the information supplied by the disclosing party under this Agreement; or
- is made available to the receiving party as a matter of lawful right by a third party; or
- is required to be disclosed by applicable law.

Both parties retain the right to refuse to accept Confidential Information that is not considered to be essential to the completion of the Research Project. The obligations under this paragraph shall survive and continue for one (1) year after this Agreement ends.

10. Liability

Both parties agrees to hold, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the Collaborator arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of both parties while acting within the scope of their employment where protection

11. Warranties

Both parties EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RESEARCH PROJECT OR ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH PROJECT OR ANY SUCH INVENTION OR PRODUCT.

12. Equipment

Equipment, supplies, and materials purchased or produced under this Agreement by POLITA shall be owned by the POLITA .

Equipment, supplies, and materials purchased or produced under this Agreement by MRIIS shall be owned by MRIIS .

13. Independent Inquiry

Nothing in this Agreement shall be construed to limit the freedom of researchers who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements.

14. Independent Contractor

In the performances of all services under this Agreement:

- each party and its personnel shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the other party; and
- neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

15. Insurance

The POLITA warrants and represents that it has adequate liability coverage applicable to officers, employees, and agents while acting within the scope of their employment by the POLITA . The POLITA has no liability insurance policy that can extend protection to any other person.

The MRIIS shall maintain insurance in levels that is appropriate for a company of its size and type, to cover claims or damages for which it may be liable under the terms of this Agreement, which insurance may include policies purchased from reputable insurance companies, self-insurance, or a combination of both, as determined by such Party.

Signed for **Politeknik 'Aisyiyah Pontianak (POLITA)**



Signed for **Manav Rachna
International Institute of Research
and Studies (MRIIRS)**







**STUDENT EXCHANGE PROGRAMME AGREEMENT
BETWEEN
UNIVERSITI MALAYA
AND
MANAV RACHNA INTERNATIONAL INSTITUTE OF RESEARCH & STUDIES**

The **UNIVERSITI MALAYA**, a university established under the laws of Malaysia and having an address at Lembah Pantai, 50603 Kuala Lumpur, Malaysia (hereinafter referred to as "**UM**") of the one part;

AND

The **MANAV RACHNA INTERNATIONAL INSTITUTE OF RESEARCH & STUDIES**, established under the laws of India and having an address at Sector-43, Delhi-Surajkund Road, Aravalli Hills, Faridabad-121004, Haryana, India (hereinafter referred to as "**MRIIRS**") of the other part;

Hereinafter referred to individually as the "Party" and collectively as the "Parties"

have agreed to implement within the framework of the statutes and regulations applicable in each Party's institution, student exchange programmes ["hereinafter referred to as "the Exchange Programme"], and wish to set the terms and conditions (hereinafter referred to as the "Agreement") governing and facilitating the exchange of students between the Parties as follows:

1. NUMBER OF STUDENTS

The exchange of students will be based on the principle of reciprocity during the duration of this Agreement. On an annual basis, each Party will nominate up to five (5) qualified student to the other. The Parties will review the Exchange Programme annually for any imbalances in the number of exchange students and will adjust the number of students over the duration of this Agreement, as necessary to maintain a reasonable balance in the Exchange Programme.

2. PERIOD OF ENROLMENT

The Exchange Programme for individual students may be for a period of not more than one (1) month. Any variation to these periods of enrolment may only be allowed upon mutual agreement in writing by the Parties.

3. **ELIGIBILITY OF EXCHANGE STUDENT APPLICANTS**

It is understood that both Parties will strive to designate only well-qualified students for participation in this Exchange Programme and that the academic background of each exchange student as well as letters of recommendation, will be provided by the home institution to the host institution. It is also understood that exchange students must meet language proficiency requirements and any other academic requirements established by the host institution.

4. **ACADEMIC STATUS OF THE EXCHANGE STUDENTS**

All exchange students will remain enrolled as students of the home institution and will not be accepted for enrolment as candidates or students for any degree at the host institution. Accordingly, exchange students are expected to maintain the equivalent of a full course load at the host institution. Any credits towards the exchange student's degree are to be awarded by the home institution, subject to its rules and regulations and approval by the relevant approving authority of the home institution. All exchange students enrolled in the host institution will be subject to the same rules and regulations as local students.

5. **SELECTION AND SCREENING BY THE HOST INSTITUTION OF STUDENTS NOMINATED BY THE HOME INSTITUTION**

5.1 The home institution will nominate applicants from its institution for the Exchange Programme.

5.2 The host institution reserves the right to determine the final selection and admission of each student nominated by the home institution.

5.3 The exchange students must satisfy all admission requirements including the language proficiency, medical requirement of the host institution.

5.4 Both institutions must advise annually the dates by which applications must be received.

5.5 A complete set of application papers will normally consist of:

5.5.1 host institution application forms;

5.5.2 official copy of applicant's academic transcript;

5.5.3 other supporting letters and academic background materials relevant to specific course selections, as requested during the application process.

6. **RESPONSIBILITIES OF THE HOST INSTITUTION AFTER ADMISSION OF EXCHANGE STUDENTS NOMINATED BY THE HOME INSTITUTION**

6.1 The host institution will provide such exchange student with formal letters of admission and other documents as may be required for establishing his/her student status for visa and other purposes.

- 6.2 The host institution will assign admitted exchange student to the appropriate school, department or division of faculty, and to appropriate academic advisers.
- 6.3 All appropriate student services and facilities of the host institution will be made available (where possible) to exchange students.
- 6.4 After the exchange student's completion of the period of study, the host institution will send the academic transcripts of the student's work to the appropriate officer of the home institution, if any.

7. FEES AND BENEFITS AT HOST INSTITUTION

- 7.1 Each exchange student will pay his or her regular fees for tuition, registration, admission and any other fees payable to the home institution and will receive any benefits from the host institution that are available for exchange students. Any additional benefits for exchange students may be provided by mutual written agreement between the Parties. Miscellaneous fees such as special course fees, key deposits, books, etc., will be paid directly by each exchange student to the host institution.
- 7.2 Each exchange student shall be responsible for his or her own costs and expenses at the host institution including without limitation his or her own costs and expenses in travel, meal and accommodation. However, the host institution agrees to assist exchange students in obtaining accommodation for the period of the Exchange Programme. Whenever necessary, the Parties will provide a guide as to the expenses to be encountered by the exchange student while living in the host country.

8. INSURANCE, ENTRY AND VISA REQUIREMENT

- 8.1 Each exchange student should purchase his or her own health and accident insurance. Proof of adequate insurance coverage must be submitted to the administrative body of each Party. Neither Party will assume responsibility for expenditure derived from the student illnesses or accidents.
- 8.2 Each exchange student shall ensure that all entry and visa requirements of the country of the host institution are complied with. Both Parties agree to provide the exchange student with information regarding the pertinent legal provisions of each host country.

9. OTHERS

- 9.1 Exchange students will be expected to abide by the laws and customs of the host country and by the policies, rules and regulations of the host institution. Where possible they will also be required to sit the same examinations for the courses in which they are enrolled as students for the host institution.
- 9.2 Upon completion of the Exchange Programme at the host institution, the exchange students must return to their home institution.

10. **EFFECTIVE DATE AND TERMINATION OF AGREEMENT**

10.1 This Agreement shall be effective on and after the date of its signing by the authorized representatives of both Parties and remain in force for a period of five (5) years. Thereafter this Agreement may be renewed for a further period to be mutually agreed upon in writing by the Parties. On the anniversary of the Agreement, each Party will submit a brief report indicating any disparity in the number of exchange students and/or other issues or programmes.

10.2 Either Party may terminate this Agreement at any time by serving a written notice to the other Party at least three(3)monthsbefore the date of such termination. Notwithstanding such termination each Party agrees to carry out any negotiations and responsibilities assumed prior to the termination date.

11. **IMPLEMENTATION**

Implementation of this Agreement is subject to sufficient funding being procured as appropriate by each Party.

12. **AMENDMENTS OR MODIFICATIONS**

No amendments, modifications, supplements, termination or waiver of any provision of this Agreement will be effective unless made in writing and duly signed by both Parties.

13. **NOTICES**

Every notice, request or any other communication required or permitted to be given pursuant to this Agreement shall be in writing, in English and delivered personally or sent by registered or certified air mail or by courier or fax or electronic mail (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below :

(a) If to UM: Dean
Faculty of Dentistry
Universiti Malaya
Kuala Lumpur, Malaysia 50603
Tel: 603-7967 4800
Fax: 603-7956 4809
Email: dekan_dental@um.edu.my

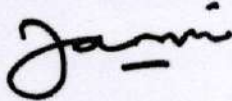
(b) If to MRDC: Dr. Arundeeep Singh
Principal
Manav Rachna Dental College (under Faculty of Dental Sciences)
Sector-43, Delhi-Surajkund Road, Aravalli Hills,
Faridabad-121004, Haryana, India
Tel.:+91 129 4268806
Email: principal.mrdc@mrei.ac.in

14. **COUNTERPARTS, EXECUTION**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement.

IN WITNESS THEREOF, both Parties have caused this Agreement to be executed by their duly authorized representatives.

For and on behalf of
UNIVERSITI MALAYA



.....
PROF. DR. ZAMRI RADZI
Dean
Faculty of Dentistry

Date: 23 JUNE 2022
.....

For and on behalf of
**MANAV RACHNA INTERNATIONAL
INSTITUTE OF RESEARCH & STUDIES**



.....
DR. ARUNDEEP SINGH
Principal-MRDC

Date: 27/7/2022
.....

	<p style="text-align: center;">Memorandum of Agreement</p> <p style="text-align: center;">Between</p> <p style="text-align: center;">Cahaya Padma Kumara Foundation Indonesia</p> <p style="text-align: center;">and</p> <p style="text-align: center;">Manav Rachna International Institute of Research and Studies</p>	
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Fellowship Program for Sport Physiotherapy

This agreement enables cooperative arrangements between Cahaya Padma Kumara Foundation Indonesia (CPK) and Manav Rachna International Institute of Research and Studies India (MRIIRS).

Cahaya Padma Kumara Foundation Indonesia (CPK) and Manav Rachna International Institute of Research and Studies (MRIIRS) affirm their mutual interest in the development and conduct of *Fellowship Program for Sports Physiotherapy*.

Under the terms of this agreement, CPK and MRIIRS agree to ;

- Collaborate on planning and execution of Fellowship Program
- Seek opportunities for funding for programs/projects of mutual interest;
- Development of curriculum, as mutually agreed by both parties;
- Exchange of academic materials, as appropriate, for the fellowship program and strengthening of curricula;
- Exchange of staff, fellow students, resources, and other fellowship areas of mutual interest;
- Collaboration with other universities or other parties ;

For implementing this Fellowship program, both the Institutions will work jointly to promote fellowship program Globally and in their respective country

2. To execute the program successfully MRIIRS shall take the following work:

- a) Looking for fellowship participants from India Specifically and other Countries
- b) Arrange faculty online and offline for teaching
- c) Provide field instructors/Physiotherpists and expert practisioners for on fields training

Evaluation and conduct of Examination:

MRIIRS shall Conduct Examination: However, continuous evaluation will be done jointly by faculty from India and Indonesia.e) Practical exams shall be conducted jointly by Indian and Indonesian faculty.Fellowship Diploma will be issued by MRIIRS (Deemed to be University) on successful completion of the program.



3. The tasks and responsibility for CPK is as follows

- a) Looking for fellowship participants from Indonesia in particular and other countries
- b) Provide faculty online and offline
- c) Provide field instructors and practitioners.
- d) Prepare the theory test together with the faculty from MRIIRS
- e) Organizing practical exams with MRIIRS faculty.
- f) Sending participants to take part in the coaching clinic program at the MRIIRS in the department of Physiotherapy MRIIRS for a period as agreed mutually .
- g) Receive a diploma from MRIIRS to be distributed to program participants

4. Profit sharing from the program

- a) MRIIRS will receive 60% of Fee of all the participants collected in Indonesia, India, and from other countries
- b) CPK will get 40% of Fee sharing (including 10% of collaborators who help CPK) all participants in Indonesia, India, and other countries
- c) Exam fees and certificate/diploma fees are part of MRIIRS

5. The Fees of the Fellowship program

Participants from	Indonesia	India	another country
	Rupiah (IDR)	Ruppee (INR)	US Dollar (USD)
Tuition fee (affordable in Indonesia and India)	15.000.000	75.000	1400
Exam cost just for MRIIRS	500.000	2500	50
Legal diploma just MRIIRS	500.000	2500	50
Total fee	16.000.000	80.000	1500

Note The amount of the fellowship fee will be reviewed periodically

CPK and MRIIRS do not preclude either university from initiating future discussions concerning a broadening or extension of this agreement that may result in other financial arrangements required.

Nothing contained in this agreement implies that an agency, partnership, or joint venture between the universities has been set up, and it is understood that both CPK and MRIIRS will carry out activities under this MoU as independent institutions. Neither university shall have any right or authority to create any obligation or responsibility in the name of, or on behalf of, the other.

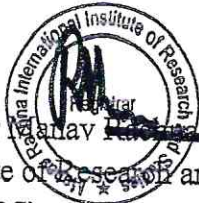
This MoU will be effective for 5 (five) years but may be terminated by either party upon written advance notification of not less than 6 (six) months.



This MoU is signed in identical copies by the authorized representative of each institution/university, the two texts being equally valid. In the event of any divergence of interpretation between any of the texts.

Signed for Cahaya Padma Kumara (CPK)

Signed for Cahaya Padma International
Institute of Research and Studies
(MRIIRS)





Memorandum of Understanding

Between

**MANAV RACHNA
INTERNATIONAL INSTITUTE
OF RESEARCH AND STUDIES
FARIDABAD INDIA**

AND

FIT INDIA TRUST

For

**SKILL DEVELOPMENT,
OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES
AND RELATED SERVICES**



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 20th August 2021 (19/08/2021), by and between

Manav Rachna International Institute of Research and Studies (MRIIRS), The First Party represented herein by its **Dr. G L Khanna / Representative** (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

FIT INDIA TRUST , The Second Party , and represented herein by its Trustee, **Mr. Prateek Sood / Representative**, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as



WHEREAS:

- A) First Party is a Higher Educational Institution named:
- (i) **Manav Rachna International Institute of Research and Studies (MRIIRS)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **FIT INDIA TRUST**, the Second Party is engaged in Skill Development, Education and R&D Services in the fields of – **Health & Fitness Education** - and related fields
- F) **FIT INDIA TRUST** , the Second Party is promoted by Mr. Prateek Sood; E-540, Greater Kailash-2, New Delhi, Delhi, 110048.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:



A handwritten signature in blue ink, appearing to be "Prateek Sood", written in a cursive style.

A small, handwritten mark or signature in blue ink, possibly a stylized "2" or a similar character.

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will



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provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Health & Fitness Education** .
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **FIT INDIA TRUST**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of , the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing.



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In the event of Termination, both parties have to discharge their obligations

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Delhi .

AGREED:


For **Manav Rachna International
Institute of Research and Studies (MRIIRS)**

For **FIT INDIA TRUST**


Authorized Signatory


Authorized Signatory

MRIIRS	FIT INDIA TRUST
Address – Sec-43, Aravalli Hills, Delhi, Surajkund Road, Faridabad	Address- E-540, Greater Kailash-2, New Delhi, Delhi, 110048
Contact Details- 0129-4198100	Contact Details- +91-9911128882
E-mails- pvc.glk@mriu.edu.in	E-mails- info@fitindiatrust.org

Witness 1: 

Witness 2: 

Witness 3:

Witness 4:



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

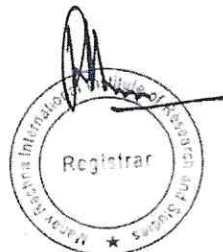
सत्यमेव जयते

Certificate No.	: IN-DL84766967710851T
Certificate Issued Date	: 14-Jun-2021 12:38 PM
Account Reference	: IMPACC (IV)/ dl865703/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL86570368085144659412T
Purchased by	: SPEFL SC
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SPEFL SC
Second Party	: MANAV RACHNA INTERNATIONAL INSTITUTE OF RESEARCH AND STUDIES
Stamp Duty Paid By	: SPEFL SC
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

This stamp paper forms an integral part of the Memorandum of Understanding executed between SPEFL-SC and MRIIRS on 09.11.2021.



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("MOU") is executed on this 9th June, 2021 at New Delhi between:

Sport, Physical Education, Fitness & Leisure Skills Council, a society registered under the Societies Registration Act, 1860, having its registered office at FICCI, Federation House, Tansen Marg, New Delhi-110001 and its principal office located at 207, 2nd Floor, DLF Galleria, Mayur Vihar, Phase-1, New Delhi – 110091, through its Chief Executive Officer, Sh. Tahsin Zahid (hereinafter referred to as "SPEFL-SC", which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) of the First Part,

Manav Rachna International Institute Of Research And Studies, a Deemed to be University and having its office at MREI Campus, Sector – 43, Aravalli Hills, Delhi – Surajkund Road, Faridabad – 121004, (Haryana), (hereinafter referred to as "MRIIRS", which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) of the Second Part.

SPEFL-SC and MRIIRS are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS:

- A. SPEFL-SC is the nodal entity for the execution of skill development schemes in the sector of Sports, Physical Education, Fitness & Leisure and in pursuance of its objective of creating holistic sports environment organizes sports conference, sports job fair and other sports events.
- B. Manav Rachna International Institute of Research and Studies, Deemed-to-be-University under section 3 of the UGC Act, 1956, and a NAAC accredited 'A' Grade Institution, has experience in providing high-quality education in the fields of Engineering & Technology, Health & Applied Sciences, Management, Computer Applications, Hotel Management, Commerce, Humanities, Media, Architecture, Design, Liberal Arts, Economics, Applied Psychology and many more.

IT IS THEREFORE, RECORDED AND AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this MOU, unless repugnant to the context or defined elsewhere in this MOU, capitalised terms shall have the meanings assigned to them in this Clause 1.1.

Effective Date shall have the meaning ascribed to it in the Preamble.

MOU shall have the meaning ascribed to it in the Preamble.

Party or **Parties** shall have the meaning ascribed to it in the Preamble.

Term shall have the meaning ascribed to it in Clause 7.



Transaction shall have the meaning ascribed to it in Clause 2.

1.2 Interpretation

In this MOU, unless the context clearly indicates a contrary intention,

- (a) A word or an expression, which denotes a natural person, shall include an artificial person (and vice versa), any one gender shall include the other genders and the singular shall include the plural (and vice versa).
- (b) References to the words "include" or "including" or "in particular" shall be construed as being suffixed by the term "without limitation".
- (c) The Preamble, Recitals and Schedules to this MOU shall be deemed to be incorporated in, and form an integral part of this MOU.
- (d) Reference to Preamble, Recital, Clause, Sub-Clause or Schedule is a reference to the preamble, recital, clause, sub-clause or schedule of this MOU.
- (e) Reference to the terms "herein", "hereto", "hereunder" and words of similar purport refer to this MOU in its entirety.
- (f) References to days, months or years are to Gregorian days, months and calendar years, respectively.
- (g) Any reference to any statute, agreement or document shall mean such statute, agreement or document as amended, modified and altered from time to time.

2. Objectives of the Parties

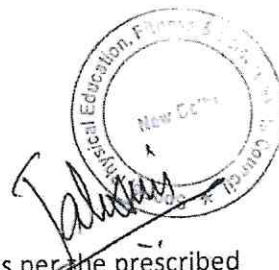
The Parties have agreed that during the Term of this MOU, as mutually agreed between the Parties, a certain number of Degree programs developed on the basis various Qualification Packs of SPEFL-SC shall be conducted by MRIIRS upon accreditation and affiliation of MRIIRS Training Centers by SPEFL-SC, in accordance with the terms and conditions stipulated herein

3. Roles and Responsibilities of the Parties

MRIIRS agrees to be responsible for and undertake the following:

- (a) MRIIRS will prepare the courses in accordance with UGC guidelines.
- (b) MRIIRS will promote the admission process jointly with SPEFL-SC.
- (c) MRIIRS will get its facilities accredited and affiliated from SPEFL-SC as per the prescribed guidelines for accreditation and affiliation of facilities.
- (d) MRIIRS will conduct lectures/practical classes in both online and offline mode.
- (e) MRIIRS will provide Degree to the enrolled students upon successful completion of courses in accordance with UGC and SPEFL-SC guidelines.
- (f) MRIIRS will pay Rs. 2,000/- per student for assessments to SPEFL-SC upon receipt of invoice from SPEFL-SC.

SPEFL-SC agrees to be responsible for and undertake the following:



- (a) Provide QPs for the programs.
- (b) SPEFL-SC will provide valuable inputs to MRIIRS in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- (c) SPEFL-SC shall facilitate the partnership and collaborations with industries.
- (d) SPEFL-SC will take all the approvals from NSDC about BVoC Courses.
- (e) SPEFL-SC shall promote Branding and Marketing of the programs.
- (f) SPEFL-SC will actively engage to help the delivery of training/placement of students into internships and jobs and will facilitate the placement of the learners in related industries/institutes.
- (g) SPEFL-SC will support and facilitate the development of new facilities and upgrading of the existing laboratories/gymnasium facilities.
- (h) SPEFL-SC will help in collaboration and signing with Industries/Institutes/Fitness centre for on the job training of the students.
- (i) SPEFL-SC will provide help in National and International collaborations for upgrading of programs.
- (j) SPEFL-SC will provide assistance in various development activities and also provide assistance in acquiring funds/Scholarship from various agencies.

4. **Exclusivity**

This MOU shall be an exclusive agreement between the Parties for the specified courses. SPEFL-SC warrants and represents that the courses shall be exclusively run by MRIIRS for the duration of five years from the date of signing the MOU and that SPEFL-SC will not get into a similar MOU with any third party for QPs on which MRIIRS will run the courses. Breach of the Exclusivity provision shall immediately void this MOU. This clause shall not be construed as intending to restrict or restrain trade.

5. **Representations and Warranties**

Each Party hereby represents and warrants that it has the right to enter into this MOU, and that the entry into this MOU will not breach or violate any fiduciary, contractual or statutory obligations to which it may be subject.

6. **Confidentiality**

6.1 Each Party shall treat the negotiation and execution of this MOU, the terms of the MOU and any information received from the other Party in any manner whatsoever, which, on date of receipt, is not available in the public domain, as confidential information.

6.2 The Parties shall not disclose any confidential information to any person or use it for any purpose other than giving effect to the terms of this MOU. A Party may reveal confidential information to its designated officers and advisors, and designated officers or advisors of its Affiliates, on a strictly need-to-know basis.

6.3 A Party shall not, except with the prior written consent of the other Party, make a public announcement or any other disclosure of the confidential information except as required by, and strictly to the extent stipulated by, law applicable to it. In case of disclosures mandated by law, the Party which is required to make the disclosure shall inform the other Party of such a requirement, as soon as practically possible from the point of time at which it becomes aware of such requirement.



7. **Term & Modification**

- 7.1 This MOU shall commence as of the date of last signature and shall be valid for a period of five (5) years, if not terminated in accordance with the terms below, unless the parties agree in writing an extension of the such period.
- 7.2 Either Party may terminate all or part of this MOU, if the other Party commits a material breach of the MOU and does not remedy the breach within three (3) months of receipt of a written demand to that effect.
- 7.3 Each Party may terminate the MOU immediately upon written notice if:
- Other Party concludes any MOU that will cause or is likely to cause clear conflicts with this MOU, or
 - Other Party becomes (or is likely to become) insolvent, enters into bankruptcy or a deed or arrangement with its creditors, or has encountered suspension of payments, composition proceedings or liquidation.

8. **Governing Law and Dispute Resolution**

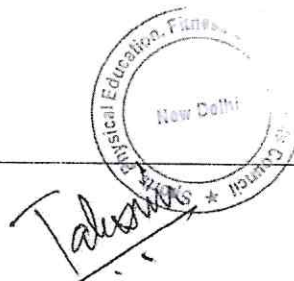
- 8.1 Subject to the provisions of clause 10.2 below, this MOU shall be governed by and construed in accordance with the laws of India and courts at Delhi shall have exclusive jurisdiction.
- 8.2 In case of any disputes or differences relating to or arising out of this MOU, the Parties shall endeavour to resolve the same through mutual negotiations and in a spirit of harmony and goodwill. If in spite of the aforesaid, any dispute or difference arising out of this MOU could not be settled by negotiations within 30 days of having arisen, the same shall be decided in the competent court of law as given in 8.1.

9. **Notices**

- 9.1 All notices, requests, demand and other contractual communication required or provided under this MOU shall be in writing and delivered personally or by a recognized courier service, or by legible facsimile addressed to the intended recipient at its address set forth below, or to such other address or facsimile number as a Party may from time to time duly notify to the others:

If to:

- (a) SPEFL-SC
Attention: Mr. Tahsin Zahid
Address: 207, 2nd Floor, DLF Galleria, Mayur Vihar, Phase-1, New Delhi – 110091
Email: tahsin.zahid@sportsskills.in
- (b) MIIRS
Attention: Dr.R.K.Arora
Address: MREI Campus, Sector – 43, Aravalli Hills, Delhi – Surajkund Road, Faridabad – 121004, (Haryana)
Email: registrar@mriu.edu.in



10. **Relationship of Parties**

The Parties are and shall be independent contractors to one another, and nothing herein shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties.

11. **Indemnification**

Either Party ("Defaulting Party") agrees to indemnify and always keep other Party indemnified and harmless against all costs, actions, claims, losses, damages, suits, prosecutions, including legal fees with the other Party may suffer/incure on account of any act or forbearance on its part in contravention of any laws, rules, guidelines or any other acts or deeds of the Defaulting Party.

The Second Party agrees to indemnify and always keep the First Party indemnified and harmless against all costs, actions, claims, losses, damages, suits, prosecutions, including legal fees which the First Party may suffer/incure on account of the failure of the second Party to comply in whole or any part of any of the terms and conditions of this Memorandum of Understanding. However, adequate opportunity would be provided to the Second Party to represent the case, before any decision is taken by the First Party.

12. **Force Majeure**

It is expressly agreed that neither Party to this Memorandum of Understanding shall be liable to the other Party for its failure to comply with any or all the terms and conditions mentioned in this MOU and/or any loss default, delay in performance or damage of any nature whatsoever incurred or suffered due to any cause or circumstances caused due to any situation beyond the control of either parties including but not limited to theft, strike, lockouts, labour disputes, sabotage, hostility, acts of public enemy, riots, war, civil or political commotion, interference by civil or military authorities, compliance with laws, orders or policies of any Government authority, including but not limited to lockdowns, natural calamities like fire, epidemics, pandemics, flood, tempest, explosion or any act of God (hereinafter referred to as "Event"). In such event, the Party which is unable to perform any or all the terms and conditions mentioned in this MOU, shall immediately inform the other Party of happening/occurrence of any such event of force majeure, responsibilities under this Memorandum of Understanding shall be resumed as soon as practicable. If the responsibilities remain discontinued due to such force majeure event/s for more than a reasonable time period, both the parties shall review the conditions and mutually decide further course of action.

13. **Waiver**

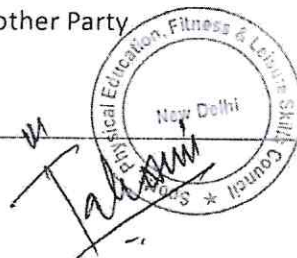
Failure by either Party to enforce at any time or for any period any one or more of the terms, conditions, provisions or stipulations of this MoU shall not constitute as a waiver of such term, condition, provision or stipulation nor of the right of such Party to enforce the same subsequently.

14. **Counterparts**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

15. **Non-Disclosure**

Neither the execution of this MOU nor its terms shall be disclosed to any other person by either Party without prior written consent of other Party



16. **Amendment**

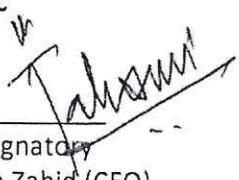
This MOU may not be amended or modified except by an instrument in writing signed by, or on behalf of, SPEFL-SC and MIIRS.

17. **Severability**

If any provision of this MOU should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this MOU.


IN WITNESS WHEREOF the Parties have caused this MoU to be duly executed on the date and year first mentioned above.

FOR SPEFL-SC



Authorized Signatory
Name: Tahsin Zahid (CEO)
Date:

FOR MIIRS



Authorized Signatory
Name: Dr. R.K. Arora
Date:



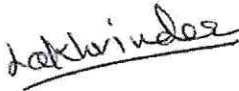
Witness 1

Name: Prof. (Dr.) Moattar Raza Rizvi
Address: Faculty of Allied Health Sciences, MRIIRS, Faridabad, Haryana
Mobile: 9312048470


MRRR

Witness 2

Name: Dr. Lakhvinder Kaur
Address: Faculty of Allied Health Sciences, MRIIRS, Faridabad, Haryana
Mobile: 9711045882


Lakhvinder

**MEMORANDUM
OF
UNDERSTANDING**
FOR ACADEMIC COOPERATION

B E T W E E N

**MANAV RACHNA INTERNATIONAL INSTITUTE
OF RESEARCH AND STUDIES**

&

SPORTZ NEXT EDUCATION INSTITUTE





Manav Rachna International Institute of Research and Studies and Sportz Next Education Institute (managed by Orion Initiative Pvt Ltd) recognize their strengths in research and education in one or more disciplines of Sports Management, Sports Science and Sports Medicine, and their mutual interest in engaging themselves in academic cooperation.

Both Institutes therefore agree to establish a programme for academic cooperation in the areas of mutual interest, and in accordance with terms and conditions set forth in this memorandum of understanding (MoU).

A. Objectives

The goal is to foster collaboration, provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions. Both Institutes agree:

- a) To exchange information on research and educational programs
- b) To exchange information on teaching, learning material and other literature relevant to their educational and research programmes
- c) To jointly organize short-term continuing education programs or structured courses on topics of mutual interest and to invite each other's faculty to participate therein
- d) To jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein

Both Institutes further agree, that the detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions. These terms shall include a technical description of the proposed activity, financial arrangements, and person(s) responsible for its implementation, etc.

B. Intellectual Property

Both Institutes agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-by-case basis, and will be consistent with the officially laid down IPR policies of the two institutions.

C. Co-ordination

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf.



D. Tenure and Termination

This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for two years, and may be continued thereafter after suitable review and agreement. Either institution may terminate the MoU by giving written notice to the other institution six months in advance.

Once terminated, neither institute will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, both institutes will ensure that all activities in progress are allowed to complete successfully.

E. Arbitration Clause

Should there be a dispute relating to any aspect of academic cooperation, both institutes will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

This MoU is signed subject to approval of the respective academic/administrative bodies.



Name: **Shalini Maheshwari**
Designation: **Director**
Sportz Next Education Institute

Date: **23-09-2021**



Name:
Designation: **Director / Representative**
Manav Rachna International Institute

Date: **23-9-2021**

	<p style="text-align: center;">Memorandum of Understanding Between GALACTUS FUNWARE TECHNOLOGY PRIVATE LIMITED and Manav Rachna International Institute of Research and Studies</p>	
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Memorandum of Understanding

This Memorandum of Understanding ("MOU") is executed on November 24, 2021 by and between

Galactus Funware Technology Private Limited, a company incorporated in India under Companies Act 2013, having its registered office at 6th Floor, Statesman Municipal Nos. 301/34/1-9, Ibbalur, Begur Hobli Bangalore-560103 (hereinafter referred to as "**the Company**" which expression shall unless repugnant to the context or meaning thereof shall mean and include its, successors and permitted assigns);

and

Manav Rachna International Institute of Research and Studies (MRIIRS), registered as a Deemed to be University under the Section 3 of the UGC Act, 1956 having its registered office at Administrative Headquarters 5E/1-A, Bungalow Plot, N.I.T Faridabad.

MRIIRS Aravalli Campus: Sector-43, Delhi-Surajkund Road, Faridabad: (hereinafter referred to as "**MRIIRS**" which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) of the SECOND AND FINAL PART represents organisations and sportsperson working in the sport of shooting

MRIIRS and Company are individually also referred to as a "**Party**" and collectively as the "**Parties**".



Received on 24/11/21

RECITALS:

- A. Whereas the MRIIRS is a Deemed to be University.
- B. The Company, along with its affiliates and group companies, operates a digital skill games and esports platform in India under its brand name Mobile Premier League or MPL, which includes its website at <https://www.mpl.live/>, partner websites, the MPL mobile application. The said platform hosts several games of skill including shooting, archery, carom and chess. Users can match their skill against others of equivalent skill and also compete in multiple skill-based mobile gaming tournaments on MPL. The Company has also set up and operated related brand names, which includes but is not limited to the MPL Sports brand.
- C. The Parties have entered into this Agreement for jointly setting up an esports education programs in India and are desirous to work together for the same.
- D. Accordingly, the parties have agreed to enter into this MOU to capture their understanding.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions and Interpretation

1.1. The definitions applicable to this MOU are:

- a) **Capacity:** Capacity means capacity as agent, Key Management Personnel, director, Retainer Consultant, owner, partner, and shareholder or in any other capacity;
- b) **"Confidential Information"** includes but is not limited to information which is or fairly can be considered to be of a confidential nature, which is obtained whether (without limitation) in verbal, graphic, written, electronic or machine readable form on any media, by one Party ("**Receiving Party**") from the other Party ("**Disclosing Party**")



and also includes all intellectual property but does not include information:

- i) that which is or becomes generally available in the public domain other than by the Receiving Party's breach, of this Agreement, or of any other confidentiality agreement or non-disclosure agreement;
 - ii) that which was previously known as established by records of the Receiving Party prior to receipt from the Disclosing Party and in possession of the Receiving Party prior to the date of this Agreement;
 - iii) that which was lawfully obtained by the Receiving Party from a third party
 - iv) that which was developed independently by the Receiving Party without reference to the confidential information provided by the Disclosing Party;
 - v) that which is or becomes available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party;
 - vi) that which is disclosed or released in the public domain by the Receiving Party with the prior written approval of the Disclosing Party.
- c) "**Day**" means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in Delhi, India;
 - d) "**Government**" or "**Governmental Authority**", for the purposes of this Agreement, means any statutory authority, Government department, agency, commission, board, tribunal, court, or other entity in India, or abroad, as applicable, authorized to make Laws.
 - e) "**Intellectual Property Rights**" or "**IPR**" includes all rights in and in

relation to any patents, patent applications, know-how, information, data points, trademarks, trade mark applications, trade names, designs, copyrights, domain names or other similar intellectual, industrial or commercial rights, and all registrations, extensions and renewals thereof in any part of the world.

- f) **"Law"** or **"Laws"** includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, and orders of any Government Authority, tribunal, board or court, in India or abroad, as applicable
- g) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, society, foundation, Government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Law.
- h) **Effective Date:** shall mean the date of the execution of this MOU between the Parties;
- i) **Force Majeure Event:** shall mean and include, but not be limited to, fire, earthquake, flood, epidemic, strike, lockout, labor controversy, riot, civil disturbance, war, civil commotion, terrorism, acts of God, failure or delay of any transportation agency, furnishing of equipment, or other facilities, omissions or acts of public authorities preventing or delaying performance of obligation relating to acts of public authorities, including changes in law, regulations or policies of the Government and/or State, or other regulatory authority acts and/or any act which are beyond the control of any Party and cannot be predicted by man of ordinary prudence;
- j) **Invention:** Invention means any invention, idea, discovery, development, improvement or innovation, whether or not patentable



or capable of registration, and whether or not recorded in any medium.

- k) **Territory:** for the purpose of this MOU, territory shall mean India;
- l) **Term:** Unless terminated earlier in accordance with the terms of this MOU, the Term shall mean three (3) years from the Effective Date and upon the expiry of such Term, the Parties may mutually agree to renew the same for on such terms and conditions as may be agreed between the Parties at the time of such renewal;

1.2. Rules of interpretation

- a) The headings in this MOU are inserted for convenience only and shall not affect its construction.
- b) A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- c) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- d) Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- e) The schedules to this MOU form part of (and are incorporated into) this MOU.

2. Roles & Obligations of MRIIRS

2.1. Basis discussions, requirements and specifications, following are the obligations of the Parties:

- a) Formulate course material ("**Course material**") for the proposed esports education program ("**the Program**") and finalise the same jointly.
- b) Provide educational and administrative set-up for execution and implementation of the Program.



- c) Execute online and offline sessions of the Program.
- d) Provide on-campus space for execution of the Program.
- e) Carry out marketing and promotional activities in the Program.

Collectively the "**Services**"

- 2.2. It is agreed and understood between the Parties that the above Services shall be carried out as per the specifications communicated by the Company and any breach of the abovementioned activities would constitute a material and irreparable breach of the terms of this MOU, to the detriment of the Company and would entitle it to appropriate reliefs under law, including specific performance and injunctive relief;
- 2.3. The Company shall not be responsible for any representations, facts and opinions that MRIIRS make whether in respect to itself, its relationships, its affiliates, its products/ services, its actions/ omissions, its activities, services and except as agreed between the Parties.
- 2.4. MRIIRS agrees and acknowledges that the Company shall not be responsible for conduct and communications of third party Persons during the term of this MOU and/ or for any consequences thereof.
- 2.5. MRIIRS shall procure, or cause to be procured, all necessary approvals, permissions, authorisations or decisions that are necessary for MRIIRS or its authorized personnel from any Governmental authority, statutory authority and/ or management body to perform their obligations under this MOU.

3. Role of the Company

- 3.1. The Company's obligations under the MOU shall be as follows:
- a) Providing real-time industry experience and hand-on experience with industry executive for a pre-determined number of students (e-mails permitted).
 - b) Setting up a tech/gaming lab on the MRIIRS campus as per pre-agreed specifications and budget (e-mails permitted).



- c) Monitoring the Program.
- d) Consulting with MRIIRS on the appropriate marketing and promotional strategy for the Program.

3.2. The Company reserves the right to inquire and seek specific information/ clarifications in relation to the obligations, for the purposes of ensuring adherence to this MOU, as and when required. All such inquiries, information/clarifications shall be made to MRIIRS in writing. For avoidance of doubt, it is clarified that the Company shall not be held responsible for monitoring MRIIRS Parties for violation of any applicable law and compliance with law during performance of their obligations shall be the sole responsibility of MRIIRS .

4. Representations and Warranties

4.1. Each Party represents to the other Party hereto that:

- a) such Party has the full power and authority to enter into, execute and deliver this MOU and to perform the obligations contemplated hereby;
- b) the execution and delivery of this MOU by any Party and the performance of actions or omissions by such Party of the obligations contemplated hereunder have been duly authorized by all necessary corporate, statutory, contractual or any other authority responsible for authorizing such execution, delivery, action or omission;
- c) assuming the due authorization, execution and delivery hereof by the other Party, this MOU constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally; and
- d) the execution, delivery, and performance of this MOU by such Party and the consummation of the obligations contemplated hereby will not:



- e) require such Party to obtain any consent, approval or action of any Governmental Authority or any other Person in India or any other Person pursuant to any instrument, contract or other MOU to which such Party is a party or by which such Party is bound;
- f) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other MOU to which such Party is a party or by which such Party is bound;
- g) violate any order, judgment or decree against, or binding upon, such Party or upon its respective securities, properties or businesses; or
- h) violate any Law or regulation of India or any other country in which it maintains its principal office; and
- i) such Party has used its independent business judgment in order to enter into this MOU.

5. Relationship

- 5.1. Nothing in this MOU shall constitute or be deemed to constitute employee-employer relationship, partnership, joint venture, agency or the like between the Parties hereto or confer on any Party any authority to bind the other Party or to contract in the name of the other Party or to incur any liability or obligation on behalf of the other Party, except as specifically contained herein.
- 5.2. Any and all employees of MRIIRS, while engaged in the performance of obligations under this MOU, shall be considered employees of MRIIRS only and not of the Company.
- 5.3. Nothing in the terms or MOU shall be construed as preventing the Company from requiring similar obligations or services from third parties;



5.4. However, the MRIIRS shall be restrained from entering into a similar MOU, MOU or arrangement with any of the competitors of the Company, *i.e.* any entity or person engaged in providing online games, skill games or esports, for the Term of this MOU.

6. Term and Termination

6.1. This MOU shall be effective from the Execution Date and shall be valid until the (a) expiration of the Term; or (b) premature termination in strict accordance with the provisions of Clause 6.2 of this MOU or may be mutually extended by the parties in writing for the Renewed Term.

6.2. This MOU may be terminated by the Company during the Term, at its sole discretion, for convenience upon serving a written notice of 25 (twenty-five) Days to the other Party. This MOU may be terminated by the Company immediately after serving a written notice to MRIIRS upon occurrence of any of the following events:

- a) Material breach of any terms of this MOU by MRIIRS and failure to cure such breach within 5 (five) days of the occurrence of material breach, provided such breach is capable of being cured;
- b) When MRIIRS ceases to conduct its business.

6.3. Upon termination of this MOU for any reason, (a) the rights and liabilities of the Parties shall cease to exist, however, no Party shall be relieved from any liability which at the time of termination had already accrued to such Party or which thereafter may accrue in respect of any act or omission prior to termination; (b) All undisputed amounts due until the date of termination shall be paid by the Company and Company will not be liable for any payments arising out of the termination; (c) the rights and obligations of the Parties which are expressed or intended to survive the termination of this MOU shall survive;

7. Intellectual Property

7.1. Definitions



- a) "Materials" means information, data, databases, charts, graphics, artwork, photographs, reports, audio materials, video materials, audio-visual materials, software, applications, inventions, processes, and other materials in whatever form
- b) "New Materials" means all Materials created in connection with the Services and the program and all related Intellectual Property Rights, including, for clarity, any derivative works arising from the New Materials.
- c) "Pre-existing Materials" means any Materials and all related Intellectual Property Rights owned by one of the Parties prior to the date of this MOU.
- d) "Third Party Materials" means any Materials and all related Intellectual Property Rights owned by a party other than the Parties.
- e) "Intellectual Property Rights" means rights in intellectual property, such as copyright, patent, trademark, trade secret and other proprietary rights.

7.2. Ownership and License of New Materials.

- a) The Parties acknowledge and agree that all New Materials and Intellectual Property created by the Parties in connection with this MOU or any other MOU executed in furtherance of the same shall be jointly owned by both Parties and post termination of the Agreement it can be used after providing necessary credits to the other Party.
- b) Pre-Existing Materials: For clarity, all Materials owned by the Parties prior to the date of this MOU and used in connection with the obligations hereunder, and all related Intellectual Property Rights, shall remain the sole property of the respective Party, as the case may be.
- c) Confirmations: Each of the Parties confirms that: (i) it has and will have full and sufficient rights in any Pre-Existing Materials owned by such



Party, (ii) any New Materials and Pre-existing Materials used by a Party do not and will not include any obscene, defamatory or similar content with respect to any Third Party, or (as appropriate) contain any other computer programming code or routines that may damage, interfere with, intercept or expropriate any system, data, or personal information, and (iii) to each Party's respective knowledge, the New Materials and Pre-existing Materials do not and will not infringe the intellectual property rights of any Third Party.

- d) Third Party Claims: Should any Third Party make any allegation that any New Materials violate any third party rights, whichever of the Party that first learns of such allegation shall promptly notify the other.

7.3. The Company warrants that has the requisite rights in respect of all Intellectual Property Rights in its brand "MPL" in India along with related brands, and is otherwise entitled to allow MP to use the its marks related to the MPL brand solely in connection with this MOU and for the rights as set out in this MOU. The specific marks to be used in furtherance of this MOU and their manner of use shall be recorded by the Parties in writing (e-mails permitted)

7.4. MRIIRS hereby grants to the Company a limited, non-transferable, non-sub licensable, revocable, non-assignable and non-exclusive license to use the marks, which shall include logos as well as registered / unregistered trademarks owned by MRIIRS, only in furtherance of the obligations under this MOU. The specific marks to be used in furtherance of this MOU and their manner of use shall be mutually decided between the Parties and recorded by the Parties in writing (e-mails permitted). MRIIRS warrants that it has the requisite rights in respect of all Intellectual Property Rights in its brand and associated marks that are proposed to be used in furtherance of this provision.

7.5. It is acknowledged that this MOU will not operate to transfer or create any general rights, title or interest in the marks, logos or intellectual properties owned by either party, except to the extent provided herein.



8. Confidentiality

- 8.1. Neither Party shall disclose the arrangements with the contemplated under the MOU under any circumstances with the public (formally and/or informally) without the prior written consent of the other Party.
- 8.2. The Parties agree to keep confidential any Confidential Information provided by the other Party to them and/or to which each Party has access to, in the course of performance of obligations under this MOU, either directly or indirectly.
- 8.3. Receiving Party may disclose any Confidential Information provided to it by the Disclosing Party or that has come to the knowledge of either Party in furtherance of obligations under this MOU:
- a) if required to do so by Law or any applicable regulatory requirements or the rules of any stock exchange or by applicable generally accepted accounting principles by reasonably informing the Disclosing Party in advance; or
 - b) if ordered to do so by any regulatory body to whose jurisdiction MRIIRS /Company is subject to or with whose instructions it is customary to comply by reasonably informing the Disclosing Party in advance.
- 8.4. Upon termination of this MOU or written request of either party, other Party shall return or destroy all Confidential Information held by the other Party and certify the same in writing within 5 (five) days. It is specifically agreed between the Parties to this MOU that any such Confidential Information that is incapable of deletion as mentioned above shall not be shared with any third party at any point without the prior express written consent of the Company/ MRIIRS as the case may be and shall continue to be bound by the confidentiality obligations herein, in perpetuity.

9. Notices

- 9.1. All notices given pursuant to this MOU, shall be in writing and



addressed to the registered address of formal e-mail address provided and shall be deemed to be served as follows:

- a) in the case of any notice delivered by hand, when so delivered;
- b) if sent by pre-paid post or courier, on the fifth Business Day after the date of posting; and/ or
- c) if sent by e-mail, 24 (twenty-four) hours after the e-mail is sent.

9.2. Any change in the address of either Party shall be notified to the other Party in the same manner mentioned hereinabove. Contact details of the Parties for the delivery of any notice are as mentioned on the signature page of this MOU.

10. Right To Audit

10.1. In case the Company makes any payment to MRIIRS, then the Company shall have a right to audit those payments and MRIIRS will have to submit the receipts and the complete utilisation certificate as per specifications required by the Company.

11. Compliances

11.1. For the purpose of any amounts that are or may become payable under this Agreement, MRIIRS shall charge for GST, additionally, at the actual rates as per Government regulations, at the time of raising the invoice. MRIIRS shall upload GST paid by the Company with the GST authorities by tagging GSTN given by Company. MRIIRS will be required to indemnify the Company in the event of failure to carry out the necessary compliance requirements or failure of appearance of GST paid details in GSTR-2A of the Company, resulting in a loss of GST credit to the Company.

11.2. MRIIRS is solely responsible for, and will file, on a timely basis, without limitation all tax returns, labour, statutory filings and payments required to be



filed with, or made to, any federal, state or local tax authority with respect to the performance obligations hereunder and receipt of any amounts under this MOU.

- 11.3. Notwithstanding anything else contained in this MOU, the Company shall withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this MOU such national, provincial, local or any other income, employment, or other taxes as may be required to be withheld pursuant to any applicable law or regulation including without limitation the Income Tax Act, 1961.

12. Indemnification

- 12.1. The Company shall not be liable for any damages arising with respect to MRIIRS's deliverables under this MOU including any third party claims whether in contract, contribution, tort (including negligence, strict liability, whether active, passive or any other kind) or otherwise, nor for any special, consequential, incidental, or penal losses or damages.

- 12.2. Each Party shall specifically and expressly defend, indemnify and hold the other Party, its affiliates, employees and its consultants harmless against any direct or indirect losses, costs or expenses that the other Party may sustain or incur as a result of any claim, suit or proceeding made, brought or threatened against the other Party, its affiliates, agents, employees and its consultants on account of any non-compliance or breach or threatened non-compliance or breach of this Agreement by virtue of the Agreement or Services rendered or any assertions made on behalf of the other Party, its employees and its consultants, including third party claims. The indemnity includes reasonable attorneys' fees and costs incurred for any litigation or legal advice required by the other Party.

13. Miscellaneous

- 13.1. Non-solicitation. The Parties agree that during the Term and for 6 (six) months thereafter, the each Party shall not, unless the upon securing prior



written permission of the other Party, directly or indirectly, induce or attempt to induce any employee, officer, director, agent, to terminate its relationship with the such Party.

- 13.2. Entire Understanding. This MOU contains the complete and integrated understanding and MOU between the Parties hereto and supersedes any understanding, MOU or negotiation, whether oral or written, as set forth herein or in written amendments hereto duly executed by both Parties.
- 13.3. Amendment. No change, alteration, modification, amendment or addition to this MOU shall be effective unless it is in writing and properly signed by both Parties.
- 13.4. Governing Law and Jurisdiction / Dispute Resolution. This MOU shall be governed in all respects by the laws of the Republic of India. Except as provided below, the parties agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this MOU, shall be tried to be amicably settled between the Parties, within 14 (Fourteen) days, failing which it shall be settled by Courts at New Delhi.
- 13.5. Attorneys' Fees and Costs. Each party shall bear its own costs including Attorneys' Fees and Costs incurred in the preparation and execution of this MOU. If court proceedings are required to enforce any provision or to remedy any breach of this MOU, the prevailing Party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees and costs.
- 13.6. Severability. If any provision of this MOU is void, or is so declared, such provision shall be severed from this MOU. The MOU shall otherwise remain in full force and effect.
- 13.7. Remedies/Specific Performance. The Parties agree that should MRIIRS breach any of its obligations contained in this MOU, the Company shall have the right to fully enforce this MOU and the Company shall be irreparably harmed and entitled to specific performance, including without limitation, an



immediate issuance of a temporary restraining order or preliminary injunction (without posting a bond) enforcing this MOU, in addition to a judgment for damages caused by any such breach, and to any other remedies provided for by applicable Law.

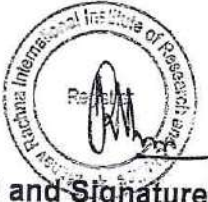
- 13.8. Counterparts. This MOU may be signed upon any number of counterparts, whether by original signature or by scan, email or facsimile, with the same effect as if the signature to any counterpart was an original signature upon the same instrument.
- 13.9. Waiver. Waiver by one Party hereto of breach of any provision of this MOU by the other shall not operate or be construed as a continuing waiver.
- 13.10. Mutual Obligations. Each Party agrees to not knowingly do any act or knowingly make any statement, oral or written, which would injure the other Party's business, its interest, or its reputation, unless required to do so in a legal proceeding by a competent court with proper jurisdiction.
- 13.11. Good Faith. Each Party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other Party under this MOU. Each Party will provide an acceptable standard of care in its dealings with the other Party and its employees.
- 13.12. Assignment. Neither Party shall be entitled to assign or transfer any of its rights or liabilities under this MOU to any other Person without the prior written permission of the other Party.
- 13.13. Branding and Publicity. Neither Party shall be permitted to publicise the existence of the MOU or its obligations thereunder without a prior written consent of the other Party.
- 13.14. Force Majeure. No Party shall be liable for any failure or delay in the performance of this MOU due to reasons beyond its reasonable control, including without limitation, acts of war, acts of God, earthquake, flood, riot,

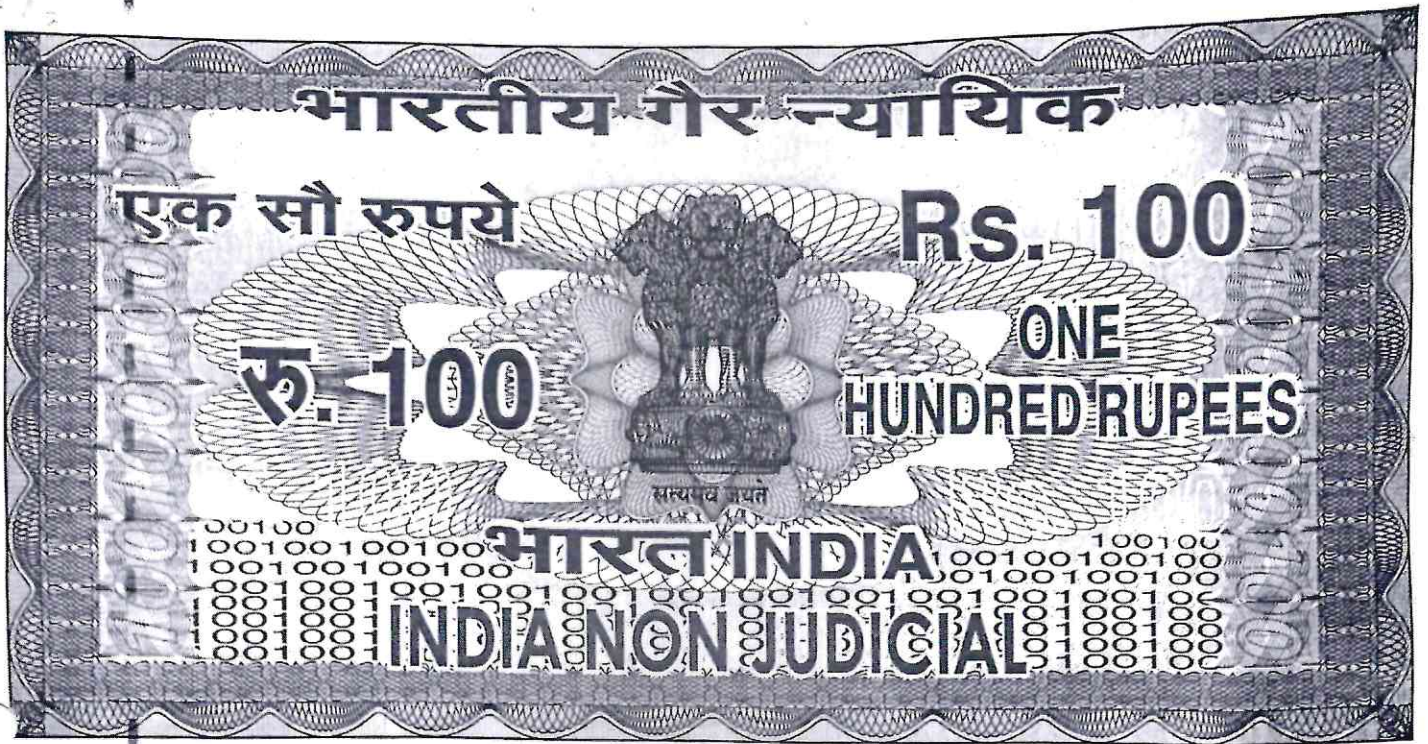


embargo, sabotage, provided the delayed Party gives the other Party a prompt notice of the reasons for such cause.

13.15. Survival. Notwithstanding the foregoing, the provisions intended to survive the expiry or termination of this MOU shall continue thereafter, including but not limited to the clauses relating to Definitions, Interpretations, Representations and Warranties, Term and Termination, Confidentiality, Intellectual Property Rights, , Notices, Right To Audit, Compliances, Miscellaneous, shall survive any termination and/or expiry of this MOU.

IN WITNESS WHEREOF the Parties hereto have duly executed this agreement as of the date first above written.

<p>For Galactus Funware Technology Private Limited</p> <p>DocuSigned by: DIBYOJYOTI MAINAK 1D005E39590442A...</p> <p>(Seal and Signature)</p> <p>Name: Dibyojyoti Mainak</p> <p>Designation: SVP, Legal and Policy</p>	<p>For Manav Rachna International Institute of Research and Studies</p> <p></p> <p>(Seal and Signature)</p> <p>Name:</p> <p>Designation:</p>
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हरियाणा HARYANA

W 630030

Memorandum of Understanding

Between

ICAR-Indian Institute of Millets Research, Hyderabad

&

Manav Rachna International Institute of Research and Studies, Faridabad, Haryana

ICAR-Indian Institute of Millets Research (IIMR) is a premier agricultural research institute engaged in basic and strategic research on sorghum and other millets under Indian Council of Agricultural Research. IIMR coordinates and facilitates millets research at national level through All India Coordinated Research Projects on Millets, Pearl Millet and Small Millets and provides linkages with various national and international agencies. IIMR is promoting research in developing improved cultivars of millets, crop production and protection techniques to enhance production of millets and increase demand of millet products while providing nutritious foods at affordable prices to the public at large with their several food products of millets with brand name Eatrite.

-and-

Manav Rachna International Institute of Research and Studies (MRIIRS, formerly MRIU- a NAAC Accredited 'A' Grade Institution), 'Deemed-to be-University' under Section 3 of the UGC Act 1956, offers academic programs from Graduate to Doctoral level. MRIIRS strives continuously to improve quality of education to nurture the talent of students to enable them to embark upon a successful career.

22/01/22

ICAR-IIMR and MRIIRS have entered into this agreement for the following

1. Research Activities:

- IIMR and MRIIRS jointly shall apply for research grants to funding agencies to carry out research activities in Sports Nutrition, Clinical Nutrition, Public Health Nutrition and Food Science and Technology with mutual agreement.
- Master of Science and Ph.D students of MRIIRS can avail the facilities of IIMR for research activities, based on the guidelines of ICAR on students program. Exchange of students from one party to the other shall be subject to the availability of scientists, facilities and funds and shall comply with the regulations and policies of both the parties. Intellectual Property Rights generated or likely to be generated during the student's research work at IIMR shall have ICAR-IIMR as the first applicant and the second party as joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions vide Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised Guidelines, if any, as may be issued from time to time. No fee may be charged by the First party from the students registered with AU/DU within NARS. However, a student registered with a Second party, outside NARS, will deposit fee of Rs. 10,000/- for training duration of 3 months (not leading to a degree/dissertation) and Rs. 30,000/- per semester (six months) for training, research, dissertation exceeding three months.

2. Educational Programs

- Wherever necessary, both the parties shall involve in conducting faculty developmental programs, entrepreneur programs, farmer education and other certificate programs related to millets. Basis discussions, requirements and specifications shall be done jointly for finalizing the programs.

3. Promotional activities

- MRIIRS shall involve in promotional activities in North India and provide administrative support for execution and implementation of the Program. Radio Manav Rachna support shall be provided to promote millets in Delhi-NCR. Due acknowledgement shall be given to MRIIRS.
- IIMR shall take the necessary approvals and permissions to promote millets in North India

4. Social Outreach Programs

- MRIIRS shall involve in conducting social outreach programs to educate health and nutritional benefits of millets, millet processing technologies and entrepreneurship. Due acknowledgement shall be given to MRIIRS.

5. Establishment of Centre of Health, Fitness and Sports for Millets



- IIMR shall provide support to establishment of Centre of Health, Fitness and Sports Centre for Millets to conduct research, educational, promotional and social outreach programs. MRIIRS shall apply for grants to funding agencies along with IIMR for the same.

Accordingly, the both the parties have agreed this MOU. **NOW, THEREFORE**, the parties, intending to be legally bound, hereby agree as follows:

1. MRIIRS or IIMR shall not be responsible for any representations, facts and opinions that MRIIRS or IIMR make whether in respect to itself, its affiliates, its products/ services, its actions/ omissions, its activities, services and except as agreed between the Parties.
2. Both the parties agree and acknowledge that the parties shall not be responsible for conduct and communications of third party persons during the term of this MOU and/ or for any consequences thereof
3. The parties' reserves the right to inquire and seek specific information/ clarifications in relation to the obligations, for the purposes of ensuring adherence to this MOU, as and when required. All such inquiries, information/clarifications shall be made in writing.

4. **Representations and Warranties**

Each Party represents to the other Party hereto that:

- a) Such Party has the full power and authority to enter into, execute and deliver this MOU and to perform the obligations contemplated hereby;
- b) The execution and delivery of this MOU by any Party and the performance of actions or omissions by such Party of the obligations contemplated hereunder have been duly authorized by all necessary corporate, statutory, contractual or any other authority responsible for authorizing such execution, delivery, action or omission.

5. **Term and Termination**

The MOU shall be for a period of 3 years and shall be effective from the Execution Date and shall be valid until the

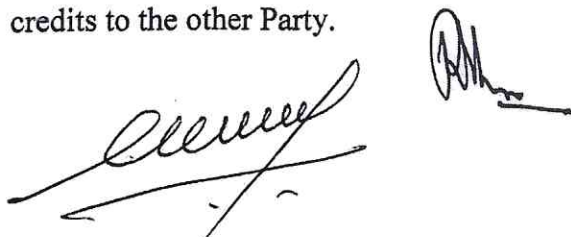
- (a) Expiration of the Term; or
- (b) Premature termination upon serving a written notice of 25 (twenty-five) Days to the other Party in case of breach or violation of any of the terms and conditions

6. **Dispute Resolution**

If a dispute or difference arises between the parties out of or in accordance with this MoU, either party may give the other a written notice specifying the dispute of difference. Within 7 days of the date of the notice, a person holding a position of senior management of each party must meet and undertake negotiations in good faith and on a without prejudice basis with a view to resolving the dispute or difference.

7. **Intellectual Property**

- (a) The Parties acknowledge and agree that all new inventions and Intellectual Property created by the parties in connection with this MOU shall be jointly owned by both Parties and post termination of the agreement it can be used after providing necessary credits to the other Party.

The image shows two handwritten signatures in black ink. The signature on the left is larger and more stylized, while the one on the right is smaller and more compact. Both are positioned below the text of the agreement.

- (b) All inventions owned by the parties prior to the date of this MOU and used in connection with the obligations hereunder, and all related Intellectual Property Rights, shall remain the sole property of the respective Party, as the case may be.
- (c) It is acknowledged that this MOU will not operate to transfer or create any general rights, title or interest in the marks, logos or intellectual properties owned by either party, except to the extent provided herein.

8. Confidentiality

- (a) Neither Party shall disclose the information under the MOU under any circumstances with the public (formally and/or informally) without the prior written consent of the other Party.
- (b) The Parties agree to keep confidential any Confidential Information provided by the other Party to them and/or to which each Party has access to, in the course of performance of obligations under this MOU, either directly or indirectly.

9. Mutual Obligations

Each Party agrees to not knowingly do any act or knowingly make any statement, oral or written, which would injure the other Party's business, its interest, or its reputation, unless required to do so in a legal proceeding by a competent court with proper jurisdiction.

10. **Good Faith.** Each Party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other Party under this MOU. Each Party will provide an acceptable standard of care in its dealings with the other Party and its employees.

11. Neither Party shall be entitled to assign or transfer any of its rights or liabilities under this MOU to any other Person without the prior written permission of the other Party.

12. **Branding and Publicity.** Neither Party shall be permitted to publicise the existence of the MOU or its obligations thereunder without a prior written consent of the other Party.

13. **Force Majeure.** No Party shall be liable for any failure or delay in the performance of this MOU due to reasons beyond its reasonable control, including without limitation, acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, provided the delayed Party gives the other Party a prompt notice of the reasons for such cause.

IN WITNESS WHEREOF the Parties hereto have duly executed this agreement as of the date first above written.



Authorised Signature

First party



Dr Vilas A Tonapi

Director,

ICAR- Indian Institute of Millets Research,
Rajendranagar – 500030, Hyderabad

Telangana, India

Date:

डॉ. विलास ए. टाणपी/Dr. VILAS A. TONAPI
निदेशक / Director
भाकृअनुप-भारतीय कदन्न अनुसंधान संस्थान
Seal ICAR-Indian Institute of Millets Research
राजेन्द्रनगर, हैदराबाद-500 030. (तेलंगाना) भारत
Rajendranagar, Hyderabad-500 030. T.S. India

1 Witness



2



J. STANLEY
Nodal Officer, ITMU
MR, Hyderabad

Authorised Signature

Second party



Prof. (Dr.) R.K. Arora

Registrar,

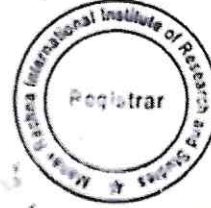
Manav Rachna International Institute of Research and
Studies,

Sector-43, Faridabad -121001,

Haryana, India

Date:

Seal



Witness





हरियाणा HARYANA

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MEMORANDUM OF UNDERSTANDING

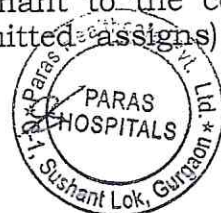
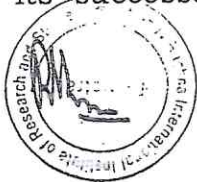
This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU") is made and executed on this 4th day of April 2022 (04.04.2022) and effective from 28.04.2022 at Gurugram, Haryana,

by and between:

PARAS HEALTHCARE PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 1956 with corporate identity no. U85110HR1987PTC035823 and having its registered office at 1st Floor, Tower-B, Paras Twin Towers, Golf Course Road, Sector-54, Gurugram-122002, represented by its authorized representative Dr. Sameer Kulkarni, Regional Director (hereinafter referred to as the "**First Party**") which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) OF THE **FIRST PARTY**;

AND

Manav Rachna International Institute of Research and Studies (MRIIRS, formerly MRIU- a NAAC Accredited 'A' Grade Institution), 'Deemed-to be-University' under Section 3 of the UGC Act 1956, and located at Manav Rachna Campus Rd, Gadakhori Basti Village, Sector 43, Faridabad, Haryana 121004 represented by its Registrar Dr. R.K. Arora (hereinafter referred to as the "**Second Party**") which expression shall unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) OF THE **SECOND PARTY**.



Witnessed by
Dr. R. K. Arora - 17/04/22

The First Party and the Second Party are individually referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS The First Party is engaged in the business of providing healthcare facilities and running, managing and operating Hospital in the brand name and style of "**Paras Hospitals**" located at C-Block, Sushant Lok, Sector-43, Gurgaon-122002 (hereinafter referred to as the "**Paras Hospitals / Hospital Premises**")

AND WHEREAS The Second Party is engaged in the sector of providing world-class education in diverse streams including **Faculty of Allied Health Sciences** with an aim to train students to build healthcare professionals for providing holistic care to all and running various allied health sciences.

AND WHEREAS For this MOU, the School is running the following program:

S. No	Program	Duration (In Yrs.)	Min. Eligibility	Approved By
1.	Bachelor of Physiotherapy	4.5 Yrs.	10+2	Directorate of Higher Education, Haryana
2.	Masters in Physiotherapy	02 Yrs.	BPT	Directorate of Higher Education, Haryana
3.	Ph.D.	03 Yrs. Minimum	MPT	Directorate of Higher Education, Haryana

AND WHEREAS The First Party and the Second Party are desirous of cooperating to furnish a hospital experience program for a students enrolled in the school.

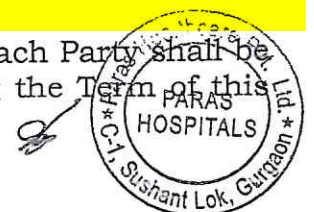
AND WHEREAS the Parties have agreed to execute this MOU to set out the terms and conditions for certain services to be provided by the First Party, and other matters in connection thereto, which will be interpreted, acted upon, and governed solely by the terms and conditions of this MOU.

NOW, THEREFORE, in consideration of the covenants herein contained, it is hereby agreed by and between the Parties hereto as follows:

1. **OBJECTIVE AND SCOPE OF THIS MOU:**

The purpose of this educational internship is for the intern to learn about the Hospital's function and gain valuable insight and experience and include Joint Research Projects and Guest Lectures.

The Parties hereby agree that to conduct the Programme, each Party shall be responsible for rendering the following deliverables during the Term of this



MOU:

Deliverable by the Second Party	Deliverable by the First Party
<ul style="list-style-type: none"> ➤ Programme approvals from various regulatory bodies; ➤ Infrastructure, Faculty, Conduct of Classes and Examinations ➤ Any other facilities needed for smooth conduct ➤ Award of Degree of all the Programmes 	<ul style="list-style-type: none"> ➤ At least 03 Guest lectures by Paras Professionals at the Second Party for Programmes in physiotherapy ➤ Rotatory Observership for 15 days per month per semester at Paras Hospitals for UG students (Max 15 Students) from Second semester onwards. ➤ Internship of 01- 06 months at Paras Hospital for all the programmes without any cost. ➤ Taking tutorials for the students as per the module ➤ Monitoring of the log sheet & log book of students for academic purpose

The Second Party specifically agrees to and acknowledges the following:

- i. The First Party may at any time in its sole discretion, terminate the internship without notice or cause.
- ii. Intern shall maintain a regular internship schedule determined by the Intern and their supervision.
- iii. Intern will demonstrate honesty, punctuality, courtesy, cooperative attitude, proper health and grooming habits, appropriate dress, and a willingness to learn.
- iv. Intern will obey the policies, rules, and regulations of the First Party site and comply with the First Party's business practices and procedures.
- v. Intern will furnish his/her supervisor with all necessary information about my unpaid internship, including related assignments and reports.
- vi. Under no circumstances will Intern leave the internship without first conferring with Intern's supervisor.

2. TERM & TERMINATION:

- 2.1 This MOU shall be valid and binding between the Parties commencing from the date of signing of this MOU for 1 (One) year unless terminated earlier by Paras ("Term"). The Parties may renew this Agreement on such terms and conditions and for such periods as may be mutually agreed between the Parties. The process to renew the this Agreement



shall commence no later than 3 (Three) months before the expiry of the Term or any other period as mutually agreed between the Parties and the Parties shall discuss the terms of renewal of this Agreement in good faith.

2.2 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;

2.3 Notwithstanding anything contained in Article 2.2 above, this MOU may be terminated by either party:

- (i) the other Party fails to perform its material obligations under this MOU and such failure is not cured within 30 days of receiving a written notice;
- (ii) the other Party's acts or omissions bring disrepute to the terminating party and its goodwill in any manner; and
- (iii) the Each Party forthwith upon written notice to the other Party, if any proceedings under any law relating to insolvency are commenced against the other Party or if any Party makes an application under any such law for being adjudged/declared an insolvent; and

3. CONSEQUENCES OF TERMINATION:

3.1 Upon the termination of this MOU, the Parties shall immediately return all confidential material and information that may have been made available to each other during the Term; and

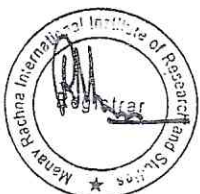
3.2 Each Party shall continue to remain solely liable and responsible towards its liabilities accrued till the date of termination of this MOU.

4. REPRESENTATIONS AND WARRANTIES:

Each Party represents warrants and undertakes to the Other Party that :

(i) **Due Authorization:** The Parties have the requisite power and authority to execute, deliver and perform this MOU and to consummate the proposed arrangement. The execution, delivery, and performance by Parties of this MOU. When executed and delivered, this MOU will constitute valid and legally binding obligations of Parties, enforceable by its terms.

(ii) **No conflict:** The execution, delivery, and performance by Parties of this MOU and the consummation by Parties of the proposed arrangement (i) does not violate any Applicable Laws, (ii) does not violate or conflict with any provision of the constitutional



documents, including the memorandum and articles of association of Parties or any agreement between Parties any other party (ies), including lenders and the like.

The representations and warranties made hereinabove shall survive this MOU and the Parties have entered into this MOU based on the aforesaid representations and warranties.

5. DISPUTE RESOLUTION AND GOVERNING LAW:

- 5.1 In Case of any dispute or claim arising out of or in connection with or relating to this MOU, termination or validity thereof, the Parties shall attempt to first resolve such dispute or claim through discussions between senior executives of the Parties;
- 5.2 if any dispute, difference, or claim arises between the Parties in connection with this MOU or the validity, interpretation, implementation, or alleged breach of this MOU or anything is done, omitted to be done under this MOU, the Parties shall first endeavor to resolve the same through conciliation and negotiation. However, if the dispute is not resolved through conciliation and negotiation, the Parties may refer the dispute for resolution to court.
- 5.3 Subject to provisions of Clause 5.2 above, the courts in Faridabad shall have exclusive jurisdiction on any matter arising out of this MOU.

6. MISCELLANEOUS:

6.1 **Legal Compliance:** the Parties shall be liable for due observation and compliance of the Applicable Laws, all Statutory Laws and the rules framed there under as applicable from time to time. All person of the Second Party shall be fully vaccinated and the Second party shall comply COVID related guidelines, orders, rules and regulations as prescribed by the Government of India (including the State Government of Haryana).

6.2 **Assignments:** Each Party shall not assign, in whole or part, its obligation to perform this MOU, except with the Other Party's written consent at its sole discretions and on such terms and conditions as deemed fit by the Other Party.

6.3 **Usage of Intellectual Property:** The intellectual property rights in the trade name/trademark/logo/design/any other intellectual property of either Party shall be the absolute property of such Party at all times and neither Party shall use the others Party's intellectual property either during the Term of this Agreement or after the expiry thereof without written permission of the other party.

6.4 **Indemnity:** the Parties hereby agrees to indemnify, defend, hold harmless and keep indemnified, each other, its respective officers,



employees, agents, and representatives against any losses, damages, liabilities, actions, proceedings, penalties, fines, judgments or awards, accruing to or made on each other arising out of (i) implementation of the training & internship Program at Paras Hospital; (ii) breach of confidentiality; (iii) breach of applicable laws; and (iv) acts and omission of its students.

6.5 Amendment: This MOU may not be amended or modified except by an instrument in writing signed by the Parties hereto.

6.6 Severability: If any of the provisions of this MOU become invalid, illegal, or unenforceable in any respect under any Applicable Law, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

6.7 Notices: Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this MOU. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

6.8 Relationship: the Second Party is an independent party and is personally and solely liable for his actions and those of the Personnel. No employer-employee relationship shall be deemed to be created or construed between the Personnel and the Trust and/or The Second Party under no circumstance shall act as an agent of the Learning or the Trust.

6.9 Violation of terms: the Parties agree that each party shall be entitled to an injunction restraining order. Right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this agreement these injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have at lower in equity, including without limitation. A right for recovery of the amounts due under this agreement and related cost and right for damages.

6.10 Counterparts: This MOU may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute the same document, and any Party may execute this MOU by signing any one or more of such originals or



counterparts.

IN WITNESS WHEREOF The Parties hereto have signed and executed this MOU on the day, month, and year first hereinabove written in the presence of the following witnesses.

Signed, sealed, and delivered

For and on behalf of

Paras Healthcare Pvt. Ltd.



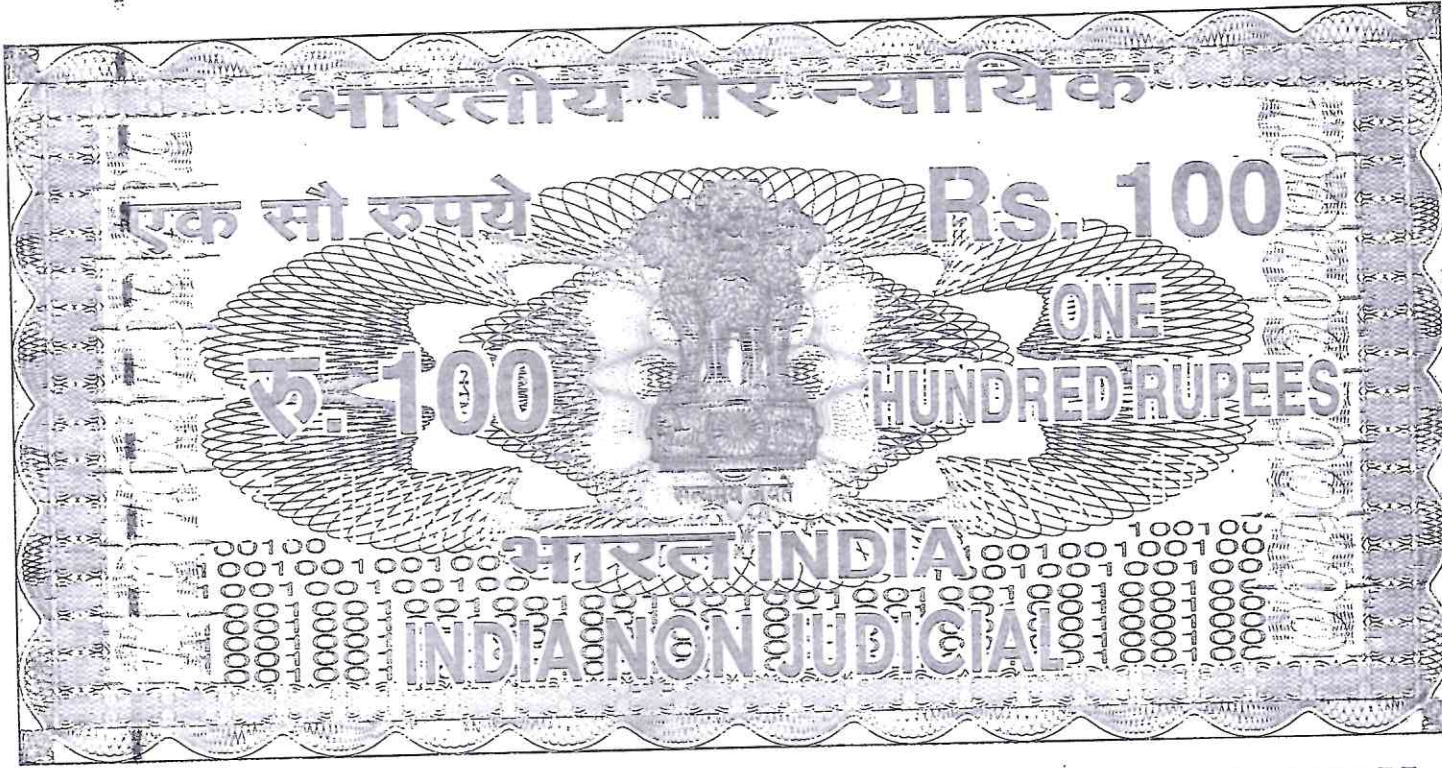
Authorized Signatory

For and on behalf of

Manav Rachna International Institute of Research and Studies



Authorized Signatory



हरियाणा HARYANA

W 540637



Memorandum of Understanding (MOU)

This MOU is made and entered into this date 10.06.2022 by and between "Manav Rachna International Institute of Research and Studies", Sector - 43, Delhi-Suraj Kund Road, Faridabad - 121004, Haryana, India and "Nutra Supplements" with its principal place of business located at Kirti Nagar, Vadgaon Budruk, Pune - 411041 Maharashtra

(Hereinafter referred to Manav Rachna International Institute of Research and Studies as "MRIIRS" and Nutra Supplements as a "NS").

WHEREAS, Manav Rachna International Institute of Research and Studies is in the academic, research and innovative technology development

WHEREAS, Company is in the business of manufacturing and selling of its Products - (Sports Supplements, Clinical Supplements, Military training Supplements, Cosmetic Supplements)

NOW, THEREFORE, Both the Parties involved hereby agree following activities:

Activities:

Activities would mean:

1. Seek mutual advice and support in planning and executing programs promoting excellence in respective areas of research and education.
2. Encourage joint research activities and projects by the faculty members / scientific personnel of MRIIRS and NS.
3. As feasible, the administrations of the two institutions agree to assist their respective person for a range of interactions such as research collaboration, specialized lectures, seminars and teaching or submission of joint research proposal for which separate terms of agreement shall be made in writing.
4. The terms with respect to title to and exploitation of Intellectual property (including trademarks and service marks, copyrights, patents designs and innovations) will be negotiated on project-by-project basis in the specific research project agreements broadly governed by the IPR policy of both the institutions.
5. NS will provide internship guidance or support in different institution for the students of MRIIRS.
6. NS will guide students of MRIIRS to formulate food supplements.

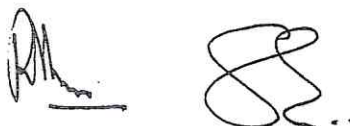
Confidentiality

(a) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance, in writing, with the "MRIIRS" will not disclose share any information about the product about the research or mutual discussion to any competitor or buyer.

(b) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon the disclosing Party's earlier request, the "MRIIRS" will deliver any/all property or Confidential Information in tangible form to the Company.

Governing Law and Dispute Resolution.

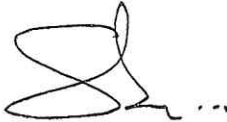
This Agreement shall be governed by and construed in accordance with the laws of India and exclusively subject to the Jurisdiction of courts at Faridabad, Haryana.






Signed for and on behalf of
Nutra Supplements

Signed for and on behalf of
**Manav Rachna International
Institute of Research and Studies**

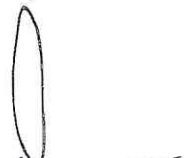
By: 
Name: Mr. Prasanna Bhaskar Choudhari
Title: Managing Director

By: 
Name: Shri R.K. Arora
Title: Registrar, MRIIRS

Note: the agreement will be effective only if signed by authorized signatory from both the parties.

I know, the depar-
executant who has signed/
Thumb impression before me.




Notary Public
Govt. of India

09 JUN 2022

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 12/08/2022

Certificate No. TOL2022H753



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 93424467



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: National institute of food Technology entrepreneurship And management
H.No/Floor : 97 Sector/Ward : 56 LandMark : Industrial area
City/Village : Kundli District : Sonipat State : Haryana
Phone: 78*****00



Buyer / Second Party Detail

Name : Manav rachna international Institute of research and Studies
H.No/Floor : Xx Sector/Ward : Xx LandMark : Xx
City/Village: Faridabad District : Faridabad State : Haryana
Phone : 99*****99

Purpose : Memorandum of understanding

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

Memorandum of Understanding

This memorandum of understanding signed (Hereafter referred to as "MOU") is made and executed on 23rd August 2022 by and

Between

Registrar, National Institute of Food Technology Entrepreneurship and Management (NIFTEM), Sonapat, Haryana – 131028 (hereafter referred to as NIFTEM which expression shall unless it be repugnant to the context/meaning thereof, be deemed to mean and include its successors and assigns) as the First Party

And

Manav Rachna International Institute of Research and Studies (MRIIRS)
Faridabad, Haryana, India **Haryana** which expression shall, where the contexts so admit, include its employees and officers, as the Second Party

1. THE AGREEMENT

- 1.1. The MoU made and entered into on....., 2022 between **Manav Rachna International Institute of Research and Studies, Faridabad, Haryana** which expression shall, where the contexts so admit, include its employees and officers, of the one part.

AND

- 1.2. A National Institute of Food Technology Entrepreneurship and Management, Sonapat (hereinafter called NIFTEM) which expression shall, where contexts so admit, include its employees and officers of the other part.

2. PREAMBLE

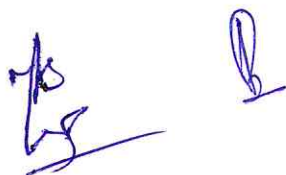
Manav Rachna International Institute of Research and Studies (MRIIRS) - a NAAC Accredited 'A' Grade Institution), an Institute of National Importance established by an act of Parliament, offers programs from Graduate to Doctoral level that are in tune with the market dynamics. The Institution has been conferred with 5 Star rating for Teaching, Employability, Academic Development, Facilities, Social Responsibility and Inclusiveness by QS Rating System.

National Institute of Food Technology Entrepreneurship and Management, hereinafter called "NIFTEM" is an autonomous world-class institute of Ministry of Food Processing Industries, Govt. of India and a Deemed to be University (De-novo Category) situated in Sonapat, Haryana. The mandates of the institute are education (B.Tech, M.Tech and PhD degrees), research (Food Safety, Food Processing, Food Technology, Food Engineering and Basic And Applied Sciences) and outreach (Dissemination of Knowledge, technologies to food industries), skill development, consultancy division and entrepreneurship development.

Both the organizations share a common desire to extend and strengthen the functional relationship between MRIIRS and NIFTEM. We the undersigned, mutually agree to share existing facilities and available expertise at the respective institutions. MRIIRS and NIFTEM signed to this effect a Memorandum of Understanding (MoU) onday of, 2022.

3. SCOPE OF AGREEMENT

- 3.1 This MoU deals with modalities and terms and conditions for academic cooperation between MRIIRS and NIFTEM, Sonapat the rights and obligations of either party thereto and other arrangements between the parties.
- 3.2 The MoU shall come into force from the date of signing of this agreement (hereinafter called the effective date) and shall remain valid for three years or until superseded or cancelled.

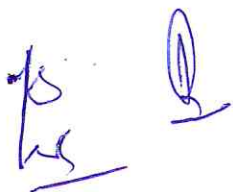


of both Institutes depending on the available facilities in either of the organizations or technical programme of the students.

- 4.10 Students will be bound by the rules and regulations of both the institutes from time to time and will be provided accommodation subject to availability.
- 4.11 If the scientists/professors of both institutes submit a collaborative project, the said project will be approved by both the institutes. Both MRIIRS and NIFTEM will promote submission of collaborative research proposals of mutual interest to external funding agencies or internally within institutes for funding.
- 4.12 The orientation/refresher programme for the early and mid-career faculty members of NIFTEM and MRIIRS may be conducted at either of the institutes. The duration, frequency, adequacy and other modalities of such programme can be decided on mutually agreeable basis.
- 4.13 The Joint organization of academic programmes, i.e. lectures, symposia, meetings, seminars, conferences, and workshops to gain maximum benefit from the qualified and experienced faculty of both the institutes thus making them available to a wider audience.
- 4.14 The MoU will serve the purpose of providing a bigger platform to the faculty and students and help in gaining greater benefit from the human resources of the two institutes.
- 4.15 The ongoing curriculum with embedded summer internship for master's students will be exchanged and guided through research proposals for better outcomes.
- 4.16 Based on specialization, the faculties may be a part of BOS Meetings for various departments of MRIIRS/NIFTEM to have better curriculum development.
- 4.16.1 Various co-curricular activities promotion viz. capacity building programme and exposure cum demonstration workshops for various analytical skills/techniques is somehow a good initiative that ultimately governs the quality education of students of both the organizations

5. INTELLECTUAL PROPERTY

- 5.1 Intellectual property, research publications and benefits arising out of commercialization of technology generated out of cooperation under this MoU shall be jointly owned by MRIIRS, Faridabad and NIFTEM, Sonapat or as per guidelines of funding agency on mutual agreeable terms.
- 5.2 Emergence of any intellectual property issue/publications from the joint research/project/student's research work shall be dealt by both institutions on sharing basis between the two institute's.
- 5.3 In case of patentable inventions, both parties will apply as co-applications for the protection of intellectual property rights subject to exclusive rights of both the parties. Commercialization in any other country shall be done jointly through a separate

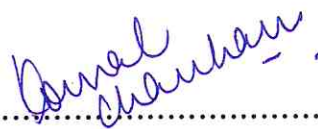


9. SEAL OF PARTIES

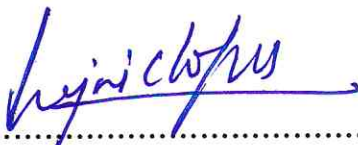
In witness where of the Parties hereto have signed this Agreement on....., 2022.

<p>SIGNED FOR AND ON BEHALF OF National Institute Of Food Technology Entrepreneurship and Management (NIFTEM), Sonapat, Haryana</p>	<p>SIGNED FOR AND ON BEHALF OF Manav Rachna International Institute of Research and Studies (MRIIRS), Faridabad, Haryana</p>
	
<p>Registrar NIFTEM</p>	<p>Registrar MRIIRS</p>

Signed by Witnesses

1. 

 Associate Professor and Head-FST,
 NIFTEM


2. 

 Asst. Professor, NIFTEM

Signed by Witnesses

1. 

 Pro Vice-Chancellor, MRIIRS

2. 

 Dean (FAHS), MRIIRS



Certificate No. E0Q2022F822

GRN No. 91546875

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Esic Medicalcollege Andhospital

H.No/Floor : Na

Sector/Ward : Na

LandMark : Nh3

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone: 98*****03

**Buyer / Second Party Detail**

Name : Manav Rachnidental College

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Faridabad

District : Faridabad

State : Haryana

Phone : 98*****82

Purpose : EXTENSION OF AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>**EXTENSION OF AGREEMENT**

For Good Value, this extension is made by and between the Dean, Employees State Insurance Coporation (ESIC) Medical College and Hospital College, Faridabad Haryana on behalf of Ministry of Labour and Employment Govt. of India (First part) and the Chairman Manav Rachna Education Trust (MRET) on behalf of Manav Rachna Dental College (MRDC), Faridabad, Haryana (Second Part)

Whereas a certain Agreement between the parties dated 28-10-2016 to 27-10-2020 and the parties want to extend and continue the agreement, it is agreed that said agreement is extended for an additional term of 5 years commencing upon the expiration of the original term and conditions and now will expire on 27-10-2026, subject to renewal each year. Further extension will ill be based upon satisfaction & mutual consent of both the parties.

That all other terms and conditions as stated in the original agreement shall remain same.

This.Extension Agreement shall be binding upon and unure to the benefit of the parties, successors, and personal representatives.

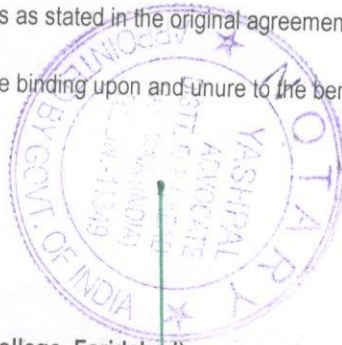
Signed upon seal

First party

Name: Dr. Asim Das

Designation: Dean

(for and behalf of ESIC Medical College, Faridabad)



Second party

Name: Dr. Amit Bhalla

Designation: Chairman

(for and behalf of Manav Rachna Education Trust)

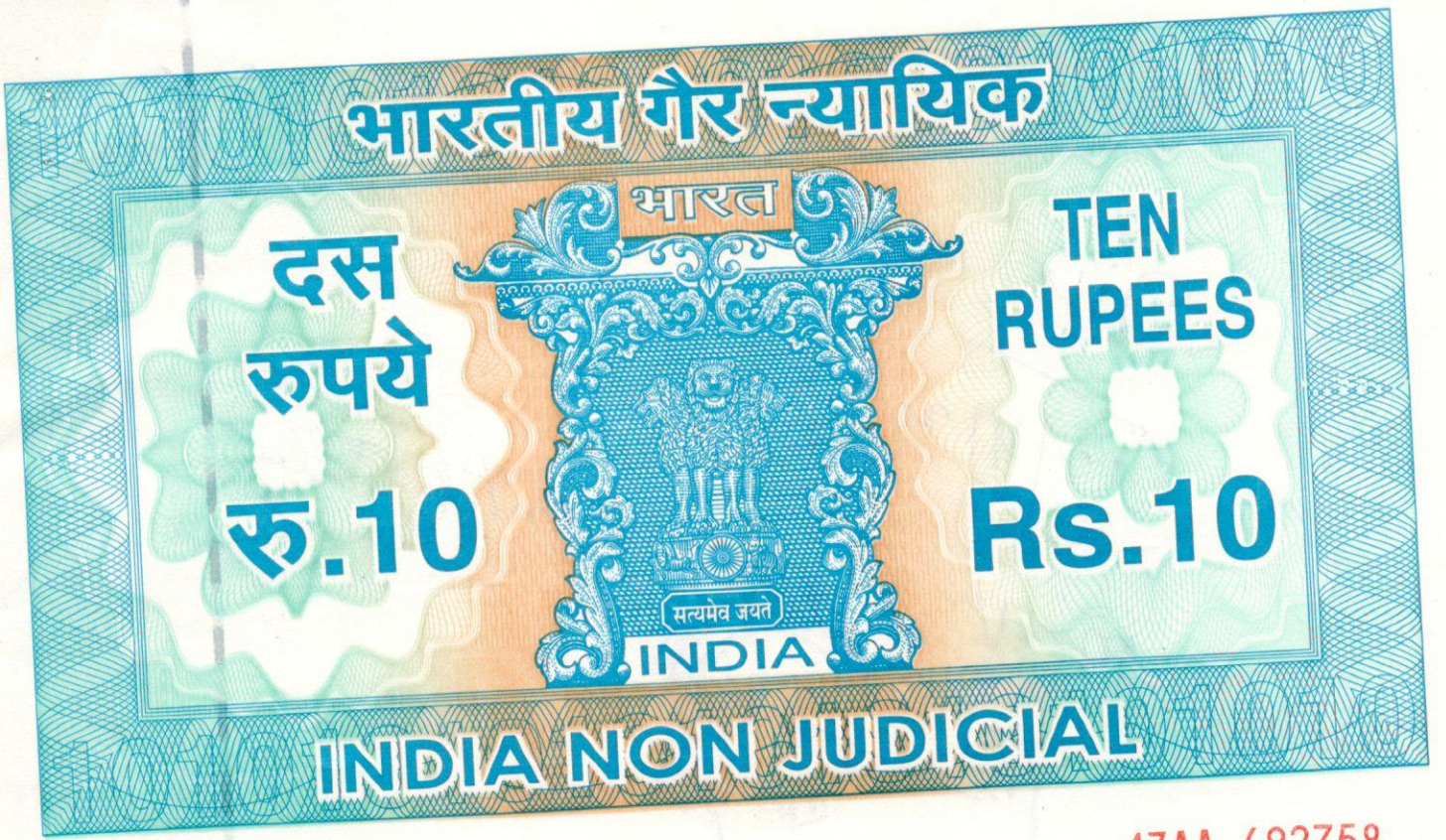
Witnesses:

ATTESTED AS IDENTIFIED

Notary Faridabad (Haryana)

23 JUN 2022

Know the Deponent and his/her
Signed Part. His/her Thumb
Impression in my presence



हरियाणा HARYANA

47AA 692358

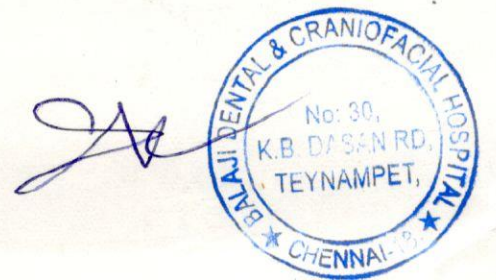
**Academic Agreement
Between
Manav Rachna Dental College, FDS, MRIIRS
And
Balaji Dental and Craniofacial Hospital, Chennai**

Manav Rachna Dental College, FDS, MRIIRS, (hereinafter referred to as "MRDC") and Balaji Dental and Craniofacial Hospital (hereinafter referred to as "BDCH"), wishing to establish cooperative relations between the two institutions, especially to develop academic and clinical training through mutual assistance in the areas of education and research, agree as follows:

**PART 1
AREAS OF COOPERATION**

The areas of cooperation include subject to mutual consent, any program that can contribute to the fostering and development of the cooperative relationships between the two institutions.

Collaboration will be undertaken, subject to availability of funds and the approval of MRIIRS and BDCH, through such activities or programs as:



1. Training of post graduate students of Department of Orthodontics, MRDC, FDS, MRIIRS;
2. Training of faculty and staff members of Department of Orthodontics and Department of Oral and Maxillofacial Surgery, MRDC, FDS, MRIIRS;
3. Joint research and consultancy activities;
4. Participation in seminars and academic meetings;
5. Special short term training on management of Orthognathic surgical cases;
6. Cooperation in curriculum development
7. Collaboration in seminars and conferences
8. Cooperation in quality assurance
9. Collaboration in education export

PART II AREAS OF COOPERATION

A. PURPOSE

The purpose of this program is to make possible the training of PG students of MRDC in relation to Orthosurgical planning and treatment in BDCH on a continuing basis within the laws, rules and regulations of each institution.

B. DURATION

Students are to be trained for minimum of one week or as agreed between the institutions.

C. NUMBER

For each academic year, the number of students to be trained will be agreed by mutual agreement well in advance.

D. SELECTION

The MRDC will screen and select PG students and faculty from its institution for the training program. The third year PG students will go for the training with the mutual consent with BDCH.

The following guidelines apply to all training students:

1. In order to participate in the training program, students must meet the home institution criteria.
2. It is recommended that training students should be enrolled at the home institution as full time students for at least one year before departure.
3. Training student must meet any language requirement set forth by the host institution.



4. Training student can apply to the academic programs offered by the host institution for training students. The host institution reserved the right to exclude students from restricted enrollment programs.
5. Training students are responsible for informing the host institution of their health condition that may affect their access to university facilities or require medical treatment.
6. Training students are responsible for purchasing their own health insurance at their expense.
7. Training students are required to provide proof of insurance coverage at the level required by the host institution for medical costs resulting from sickness or accident for the duration of the training program.
8. Training students are responsible for their travel and living expenses.
9. All trainees will be getting certificate of training from BDCH after fulfilling the criteria of training.
10. Upon completion of the training program at the BDCH, training students must return to the MRDC. Any extension of stay must be approved in writing by both institutions.

E. RESPONSIBILITIES OF BDCH

1. BDCH will accept the agreed number of training students who meet the requirements of the BDCH and enroll them as trainee for pre decided period in one academic year.
2. The BDCH will provide the appropriate counselling and other assistance to the incoming training students and will assist them in finding appropriate and acceptable accommodations.
3. The BDCH will maintain contact with the incoming students during the course of the training program.

PART III

TRAINING OF FACULTY AND STAFF

The two institutions will encourage the training of faculty members, researchers, and administrative personal for specified periods of time. Faculty or staff members under this program will be provided with access to libraries, relevant offices, Clinics, OT and other laboratories. The host institution will appoint an official host member to assist the visiting member.



Specific details of the faculty and staff training such as the exact time, length, conditions, responsibilities and financial compensations must be determined in advance of the proposed visit and agreed upon in writing by both institutions.

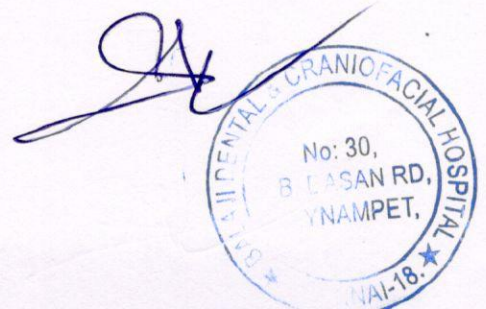
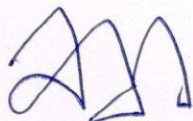
In principle, expenses for travel and stay incurred by the visiting faculty or staff member shall be borne either by the home institution or the visiting member. Under no circumstances shall the training faculty or staff member be construed to be employees or representatives of the host institution for any purpose. Each institution shall remain responsible for all its faculty and staff employment considerations, including salary, health insurance, pension, or other employee benefit plans without interruption during those assignments.

PART IV FINANCE

Both institutions accept that all specific and financial arrangements are to be negotiated, and are dependent on the availability of funds. Both institutions agree to seek financial support from national and international organizations for the activities and trainings to be undertaken in the terms of this agreement. The training students must register at their home institution during the training period, and pay tuition and other required fees to their home institution.

The training students are responsible for the following:

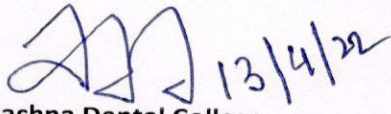

1. Transportation costs;
2. Housing and meal fees;
3. Textbooks, clothing and personal expenses;
4. Costs associated with the purchase of health insurance;
5. All other incidental expenses and debts incurred during the training program.



PART V
RENEWAL, TERMINATION AND AMENDMENT

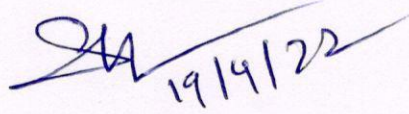

This agreement will be valid for 3 Years from the date it is signed by the representatives of the two institutions. Either institution may terminate this agreement by giving ninety (90) days written notice to the other institution. Any renewals or amendments to this agreement shall be in writing and signed by the authorized representatives of each institution. It is agreed that in consonance with the understanding of this MOU, both parties (MRDC and BDCH) may highlight their general association in their brochure, website and generic admission advertisements.

For
Manav Rachna Dental College,
FDS, MRIIRS

Date:

For
Balaji Dental and Craniofacial Hospital,
Chennai

Date:

704

12/11/2022

Received Requested Callage

pk



Handwritten signatures and scribbles at the bottom of the page

Align Academic Programme Agreement

Invisalign India LLP

Manav Rachna Dental College affiliated to Manav Rachna International Institute of Research and Studies

Details

Parties

Name	Invisalign India LLP (Serial No. AAI-5868)
Short form name	Align
Notice details	Unit No. 303, 3rd Floor, Windfall, Sahar Plaza, Andheri Kurla Road, Andheri(E), Mumbai-400059, India

Name	Manav Rachna Dental College affiliated to Manav Rachna International Institute of Research and Studies
Short form name	University
Notice details	Sector – 43, Delhi, Suraj Kund Badkhal Rd, Faridabad, Haryana 121004
Email	principal.mrdc@mrei.ac.in (Principal) and directorpg.mrdc@mrei.ac.in (Director PG Studies)

Recitals

- A Align is a provider of speciality dental and orthodontic products. Align and its subsidiaries have developed an orthodontic technique utilising a series of clear, removable appliances that move teeth in small increments from their original state to a more ideal treated state. Align and its subsidiaries have also developed ClinCheck® software, a proprietary system for treating malocclusions, or the misalignment of teeth which depicts the patient's tooth movement from the beginning stage to the final position and iTero intraoral scanners.
- B University provides specialty training programmes in clinical orthodontics to its students in order to train them to become qualified in orthodontics ("**Orthodontic Programme**").

- C University desires and Align wants to provide educational services and support as set out in this Agreement in order to provide the students of the Orthodontic Programme specific practical training in the Invisalign System (“**Align Academic Programme**”).

1. Initial Term and renewal

- (a) This Agreement will continue in full force and effect from and including the Commencement Date for 24 consecutive months unless this Agreement is terminated early in accordance with clause 11 (**Initial Term**).
- (b) Unless otherwise notified by either party in writing at least 60 days prior to the expiry of the Initial Term, the Initial Term (and any further terms) will automatically renew for subsequent consecutive 24-month periods. After the Initial Term, any such renewal period may be terminated:
 - (i) by either party 60 days after receipt of a written notice by one party to the other that the Agreement is terminated; or
 - (ii) in accordance with clause 11.

2. Align Academic Programme

- (a) The Align Academic Programme will only be available to students enrolled in the University's Orthodontic Programme. The choice of Programme Students for the Align Academic Programme is solely at the discretion of the University.
- (b) The Align Academic Programme will comprise of:
 - (i) an Invisalign Fundamentals University Training Course in accordance with Schedule 2; and
 - (ii) practical hands-on training in clear aligner orthodontic techniques by treating Programme Patients (defined below) using the Invisalign System under the direct supervision of a University Mentor (“**Practical Training**”).
- (c) The Invisalign Fundamentals University Training Course will be provided at mutually agreeable times of the academic year within the Orthodontic Programme and as set out in Schedule 2. The cost of the Invisalign Fundamentals University Training Course payable by the University is waived.
- (d) Align agrees to provide materials and Clinical Speakers to successfully deliver any module of the Invisalign Fundamentals University Training Course assigned to Align.
- (e) In support of the Practical Training, Align agrees to provide the University:
 - (i) a ClinID Account: the University will receive one training account consisting of a single username and password (“**University Account**”) for the duration of this Agreement. Only Qualifying Treatments for Programme Patients may be submitted via the University Account in IDS; and
 - (ii) Training Cases: an allocation of Products for the Programme Patients in relation to Qualifying Treatments at no cost or at a discount in accordance with clause 3 and Schedule 3.
- (f) Each Programme Student will be responsible for their own transportation to and from the Invisalign Fundamentals University Training Course.

- (g) The University may wish to participate in the Align University Research Awards. In the event that the University is interested in participating, the University may contact Align to obtain further information. For the avoidance of doubt, the Align University Research Awards are subject to separate terms and conditions and will be provided by Align to University on request.
- (h) Subject to clause 5(a), following their completion of Practical Training, Align agrees to provide each Programme Student an account allowing access to the ordering system for Align Products (“**ClinID Account**”).
- (i) This Agreement and the Align Academic Programme is in no way intended to encourage the Programme Students to endorse, recommend or prescribe Products to their patients once they qualify.

3. Practical Training

- (a) The University will select and engage patients that are eligible for an orthodontic treatment for supervised treatment as part of the Practical Training that are not family members or friends of the Align Academic Programme organisers or staff or Programme Students (“**Programme Patients**”).
- (b) The University Account will be provided with ten (10) Training Cases in total per Term at no cost (as defined in Schedule 3) for Programme Students to use on Programme Patients and Programme Students will work with the allocated Programme Patients through to the end of the Programme Period, at which point the University will allocate appropriate staff to finish any open cases.
- (c) The Training Cases will be used solely in relation to the Programme Patients. The Products supplied by Align in the context of the Align Academic Programme are to be regarded as Educational Support and provided at no cost to the University.
- (d) If the University requires additional Training Cases, it can purchase supplemental Training Cases (“**Supplemental Training Case**”) in accordance with Schedule 3.
- (e) The Programme Students must only submit their own Programme Patients’ treatments under the University Account. Programme Patients must not be transferred from the Align Academic Programme to other doctors outside of the Align Academic Programme without the prior written consent of Align.
- (f) If there are any unused Training Cases or Supplemental Training Cases at the termination or expiration of each Term, they will immediately expire and may not be rolled over to subsequent Terms or transferred to another account.
- (g) Align will provide the University with reasonable assistance to train University staff members who are trained in the Invisalign System and certified to act as a mentor for Programme Students participating in the Align Academic Programme (“**University Mentors**”). University Mentors will be granted reasonable access by Align to Align clinical advisors and will be responsible for supervising the Practical Training.
- (h) University Mentors are authorised by Align to use only materials and presentation slides that have been previously authorised by Align and the University will use reasonable endeavours to ensure that only materials approved by Align are used in relation to the Invisalign Fundamentals University Training Course and the Practical Training.

- (i) If any technical or clinical support is needed by the University in respect of Align's Academic Programme (including any information or data), the University may contact Align with specific requests for support or information.

4. University's responsibilities

- (a) The University will:
 - (i) appoint one representative as a point of contact for Align with authority to act for and on behalf of University in respect of all operational matters concerning the Align Academic Programme and this Agreement;
 - (ii) incorporate education on clear aligners and the Invisalign System into the formal curriculum as part of the Orthodontic Programme, with the support of Align. A suggested model curriculum for an Invisalign System module is set out as Schedule 2 and the University will provide at least some or all of the modules proposed by Align in Schedule 2 within the first 12 months from the Effective Date;
 - (iii) be solely responsible for the funding arrangements in respect of the Align Academic Programme. Align's support is limited solely to the provision of Educational Support pursuant to this Agreement;
 - (iv) supply the facility, beamer and screen for the Invisalign Fundamentals University Training Course at University's own cost; and
 - (v) collect initial records, six (6) month progress reports, and final records (including but not limited to a minimum of extra and intra oral photographs, study models, and appropriate radiograph) at a quality level that can be used for presentation or publication purposes (the "**Programme Records**"). Programme Records will be sent to Align and may also be disclosed to Align's related subsidiaries. The University hereby provides authorisation for Align's use, on an anonymised basis, of such Programme Records without compensation to University or the Programme Patient at its sole discretion for (i) educational and/or research and development purposes, (ii) orthodontic or dental consultations, (iii) publication in professional journals or books, collateral and within promotional and marketing materials, treatment gallery or other advertising methodology. Prior to the release of Programme Records to Align, University will obtain Programme Patients' signed and informed consent in respect of Align's processing of their personal information using the Informed Consent Form attached at Schedule 5. All completed Informed Consent Forms will be sent to the Align clinical team. The University warrants that all personal information contained in the Programme Records provided to Align has been obtained with the Programme Patients' informed consent.

5. Programme Students requesting ClinID Accounts

- (a) Upon request from a Programme Student, Align agrees to provide each Programme Student completing the Orthodontic Programme including the Invisalign Fundamentals University Training Course, a ClinID Account entitling them to use the Invisalign System in a private practice subject to

clauses 5(a)(i) to 5(a)(iv) (inclusive) and subject to Align's applicable commercial terms (as amended by Align from time to time):

- (i) the practice with the Invisalign System is limited only to countries that Align is officially making sales of Invisalign clear aligners and where the Programme Student is licensed to practice;
 - (ii) if the Programme Student will be returning to practice in a country where Invisalign clear aligners are not offered, they will not receive a ClinID Account;
 - (iii) if the Programme Student will return to a country where Invisalign clear aligners are offered through a distributor only, they must abide by the distributor's policies and will be awarded a ClinID Account only through distributor's policies; and
 - (iv) the offer is subject to the then current Invisalign Pricing Terms and Conditions for each order placed and as amended by Align from time to time.
- (b) Participation in the Align Academic Programme does not require signing-up for a ClinID Account and Programme Students are free to use whichever technique they wish to use in practice. Signing up for a ClinID Account does not obligate a Programme Student to prescribe or use the Invisalign System.
- (c) Align reserves the right not to grant or to withdraw any ClinID Accounts it issues to Programme Students for any reason, including if Align is not satisfied that the training end-points or competencies of the Align Academic Programme have not been met.

6. University's obligations and undertakings

- (a) The University undertakes not to engage in any off-label discussions in relation to any Align Products or to represent the Products as having uses or benefits outside those provided for in the instructions for use or that the Products might be applied or used using techniques or methodologies not described in the instructions for use.
- (b) The University agrees to:
- (i) comply with all reasonable requests from Align for visits, reports, statistics and photographs related to the Align Academic Programme;
 - (ii) comply with Align's policies as communicated to the University and as updated by notice in writing from Align from time to time including Align's Code of Conduct and Business Ethics (set out in Schedule 5 and as updated from time to time by Align at its sole discretion).
 - (iii) keep its Align account in good standing and have no overdue accounts; and
 - (iv) be compliant with all of the terms and conditions (including the Invisalign Pricing Terms and Conditions, polices, and requirements of Align from time to time).
- (c) The University warrants that:
- (i) it will ensure that the University Mentors maintain any registrations necessary to practice as a registered health practitioner in India;
 - (ii) It will ensure that the University Mentors act:
 - (A) with due care and skill and in a professional manner to a standard of care and diligence in accordance with accepted practice for the relevant field of expertise,

- including by exercising independent clinical judgment in prescribing treatments and Products; and
- (B) act in accordance with all professional and ethical standards, codes and guidelines in the field of orthodontics, speciality dental and healthcare generally.
- (iii) It will act in compliance with all relevant laws, regulations, standards and the requirements of government authorities;
 - (iv) the person signing this Agreement on behalf of the University:
 - (A) is one of its duly authorised signatories who is capable of legally binding the University;
 - (B) does not have a pre-existing relationship with any sales staff at Align and does not interact regularly with any sales representatives of Align;
 - (v) neither the University nor any of its teaching or other staff will provide Qualifying Treatments under the University Account except in respect of Programme Patients being treated as part of Practical Training;
 - (vi) neither the University nor any of the teaching faculties at the University will direct or transfer a Programme Patent out of the Practical Training to an external Invisalign practitioner without the prior written consent of Align; and
 - (vii) where any of its teaching faculty involved in the Align Academic Programme practice orthodontics in any dental practice externally to the University, all such practice is undertaken independently from the University and the Educational Support by Align pursuant to this Agreement, which is strictly for the education of the Programme Students, is not intended to be and will not be an incentive to the teaching faculties to alter, improve or increase volumes of Invisalign treatments in their external practice.
- (d) The University undertakes to inform Align immediately should any of the warranties and representations in clause 6(c) cease to be true at any time during the Term. The University agrees and accepts that should this occur, Align has the right to impose to terminate this Agreement on notice in writing with immediate effect.

7. Intellectual Property

- (a) All Intellectual Property Rights (including all patents, trademarks, service marks, registered designs, utility models, design right, database rights, copyright (including copyright in software and computer algorithms), trade secrets and other confidential information, know-how, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world) in or relating to Align, Align's products and/or services, any materials, information, ClinCheck® Software, Align Systems, documents or items that Align or a Clinical Speaker prepares or produces for the University or makes available to the University will belong to Align absolutely.
- (b) The University hereby irrevocably assigns, and will procure that the University lecturers, residents, employees, affiliates, or contractors of the University irrevocably assign all Intellectual Property Rights arising from or relating to this Agreement, to Align (or its nominee) and the University will execute, and will procure that University residents, employees, affiliates, or contractors of the University

executes, all such documents and do all such other acts as Align may reasonably require in order to vest fully and effectively all such Intellectual Property Rights in Align or Align's nominee. The University will procure that the University lecturers, residents, employees, affiliates, or contractors of University irrevocably and unconditionally waive the benefit of any and all moral rights or broadly equivalent rights in relation to the Programme Materials and the Programme Records.

8. Data Privacy

- (a) The University must (and must ensure that all University residents, University dental faculty staff members, as well as University employees, agents, subcontractors and service providers) comply with the privacy and data protection laws applicable to it when collecting, holding, using, storing, processing personal information relating to Programme Patients, including but not limited to the processing of personal information involved in the collection and transfer of Programme Records.
- (b) The University will at all times: (i) collect, retain, use and process (collectively "**process**") the personal information only for the purpose of providing Qualifying Treatments to Programme Patients; and (ii) not divulge the whole or any part of the personal information to any person, except to the extent necessary for the proper performance of this Agreement or otherwise in accordance with Align's lawful instructions.
- (c) The University will have in place and maintain throughout the term of this Agreement appropriate technical and organisational measures to protect the personal information against accidental or unlawful destruction or loss, or alteration, or unauthorised disclosure or access, and against all other unlawful forms of processing or any possible loss of control as well as against any risk of any of the foregoing (a "**Data Breach**").
- (d) The University will provide all assistance reasonably required by Align to enable Align to respond to, comply with or otherwise resolve any request, question or complaint received by Align from (i) any person whose personal information is processed by the University on behalf of Align or (ii) or any relevant regulatory authorities. In the event that any such request, question or complaint is sent directly to the University, the University will immediately notify Align providing full details of the same.
- (e) In the event of a Data Breach, the University will immediately notify Align and do all such acts and things as Align considers necessary in order to remedy or mitigate the effects of the Data Breach and will continuously update Align of developments relating to the Data Breach.
- (f) The University agrees that, on reasonable prior notice, Align (or its nominated representative) may attend and enter any premises on which the University processes personal information of Programme Patients to audit the University's compliance with this clause 8 and the University will provide all reasonable cooperation in connection with such audit (including by providing Align or its nominated representative with access to any computer systems used to process such personal information). In conducting such audit, Align will use reasonable endeavours to minimise any interruption to the University's business and will at all times preserve the confidentiality of any records or information to which it may have access by virtue of such audit.
- (g) The University will not transfer any personal information of Programme Patients outside of India without the prior written consent of Align and the University will ensure that any person from whom personal information will be collected consents to Align's receipt, retention, use and disclosure of their

personal information for the purposes of informing him/her of Align's Products and services and for supplying Products and services to him/her. The University will obtain such consent using the Informed Consent Form included in Schedule 4 and keep the records of all Programme Patients who undergo Qualifying Treatments by the Programme Students as part of the Align Academic Programme.

9. Confidentiality

- (a) The University agrees to treat as strictly confidential and not to disclose any and all information, data, materials (including the Programme Materials), presentations, handouts, photos, ClinCheck® software, research, training, or material of any nature belonging to or licensed to Align which the University may receive or obtain in connection with this Agreement ("**Align Confidential Information**"), to anyone other than those Programme Students, staff, affiliates or contractors of the University who need to know such Align Confidential Information for the purposes set out in this Agreement save where disclosure is required by a government agency, regulatory authority or by law. If the University is required to make a disclosure to a government agency, regulatory authority or by law, it will inform Align within a reasonable time prior to being required to make the disclosure, of the requirement to disclose and the information required to be disclosed (if permitted by applicable law).
- (b) The University will treat Align Confidential Information with the same degree of care as it treats its own confidential information of like nature, but not less than reasonable care. The University will use the Align Confidential Information only within the framework of the execution of the Align Academic Programme.
- (c) Recording, copying, photographing, or any other reproduction or publication of any documentation, information and materials furnished by Align, any content provided by a Clinical Speaker or any Align designee in connection with the Invisalign Fundamentals University Training Course or Align Academic Programme as well as all training materials, reports or other documents or materials created by the University, University residents or any designee ("**Programme Materials**"), Programme Records, Align Confidential Information, or other materials referring to Align's trademarks or including any other Align Intellectual Property Rights is prohibited without the prior written approval of Align.
- (d) All Align Confidential Information, existing in written form or recorded in any other tangible medium, will be returned to Align upon its request, together with all copies of all documents and material that reflect, incorporate, record or have been generated from any part of Align Confidential Information. This does not apply to the extent to which it is required to retain any such documents or material by any applicable legal requirements.
- (e) However, if required by any law, regulation or industry code:
 - (i) the University will ensure that it reports the discounts and benefits received under this Agreement;
 - (ii) Align will report the discounts applied to any Products provided to the University under this Agreement.

10. Anti-bribery

- (a) Each party will comply, and at all times maintain and enforce adequate policies and procedures designed to ensure compliance with any applicable laws including the *Prevention of Corruption Act, 1988* and the *Foreign Corrupt Practices Act*.
- (b) Each party represents and warrants that:
 - (i) no undue financial or other advantage of any kind has been or will be given or received by that party or on its behalf in connection with the negotiation, conclusion or performance of any of this Agreement; and
 - (ii) no foreign public official is an officer or employee of that party or has a direct or indirect interest in that party.
- (c) Each party will notify the other party:
 - (i) promptly if it becomes aware, or has any suspicion, of any request or demand for any undue financial or other advantage of any kind given or received by that party or on its behalf in connection with the negotiation, conclusion or performance of any of this Agreement; or
 - (ii) immediately if a foreign public official becomes an officer or employee of that party or acquires a direct or indirect interest in that party.
- (d) On one party's request, the other party will certify in writing signed by an officer of that party that it remains in compliance with this Term, providing such supporting evidence as the requesting party may reasonably request.

11. Termination

- (a) Align may terminate this Agreement in whole or part with immediate effect in its sole discretion by giving written notice to the University at any time.
- (b) Either party may terminate this Agreement with immediate effect by giving written notice to the other Party, if:
 - (i) the other party commits a material breach of any term of this Agreement, which breach is irremediable or, if such breach is remediable fails to remedy that breach within a period of thirty (30) days after being notified to do so;
 - (ii) the other party becomes Insolvent.
- (c) On expiry or termination of this Agreement, any Qualifying Treatments that are submitted or "ClinCheck Approved" after the Expiry Date or Termination Date will be invoiced at the then current List Price for the treatment option in question.
- (d) Any University Account Number that was issued by Align in connection with this Agreement will remain valid and active for the purpose of:
 - (i) continuing the Qualifying Treatment of patients whose treatment started prior to the expiry or termination of this Agreement and is ongoing; and
 - (ii) ordering Align Products and services for new patients at the then current list price in accordance with the then current Invisalign Pricing Terms and Conditions.

- (e) Align will further have the right, upon reasonable notice to:
 - (i) modify the Align Academic Programme in order to reasonably adapt it to new technical developments, scientific needs or regulatory requirements;
 - (ii) add or remove Products that qualify as Qualifying Treatments; and
 - (iii) require the University to disallow a Programme Student to participate or continue in the Align Academic Programme at any time if there are reasons to do so in Align's reasonable discretion.
- (f) Termination of this Agreement does not affect any accrued rights or remedies of either party.

12. Transparency

- (a) The University acknowledges and agrees that Align might disclose via press release or its own website or on any official national website (in order to meet the ethical principle of transparency in its dealings with healthcare professionals) the relationship between Align and the University, and the details of the support provided under this Agreement. The University will take the requisite steps so that use of its name by Align for this purpose will be duly approved, along with any mandatory information required under Indian.
- (b) Any other public announcement in respect of the items, services and support provided by Align pursuant this Agreement will require joint approval in writing from both Align and the University, for example (but not limited to) in relation to media, text, timing and target audiences.
- (c) The University will comply with all reasonable requests from Align for visits, reports, statistics and photographs related to the Align Academic Programme to be used by Align for publicity purposes.

13. Indemnity and Limitation of Liability

- (a) The University agrees to indemnify Align on demand against and from any and all losses, liabilities, demands, claims, costs and expenses calculated on a full indemnity basis (including without limitation reasonable legal and other professional costs and internal management costs), damages (including reputational damages and any sum paid to compromise or settle any third party claim); fines and penalties and interest (together, "**Losses**") made or incurred by Align in connection with (i) the provision of Educational Support pursuant to this Agreement; (ii) as a consequence of any breach by the University of the terms of this Agreement or any applicable law; or (iii) as a consequence of any damages suffered by Programme Patients.
- (b) Subject to clause 13(c) and without prejudice to any other limitation (whether effective or not) of Align's liability, Align will not in any circumstances be liable (whether in contract, tort or for breach of statutory duty, misrepresentation or otherwise) for:
 - (i) any loss of income or revenue, loss of profit, loss of use, loss of opportunity, loss of goodwill, loss of business or loss of anticipated savings; or
 - (ii) any indirect or consequential losses,in each case, regardless of whether such loss or claim was foreseeable or not or whether Align has ever been informed of the possibility of such loss.

- (c) Nothing in this clause 13 will operate to exclude a party's liability for:
 - (i) fraud and fraudulent misrepresentation;
 - (ii) death or personal injury caused by the negligence of a party; and
 - (iii) for Losses which it is not permitted to exclude or limit as a matter of applicable law.

14. Notices

- (a) A notice, demand, consent or approval under this agreement ("**Notice**") must be:
 - (i) in writing, in English and signed by a person duly authorised by the sender; and
 - (ii) hand delivered or sent by prepaid post or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.
- (b) A Notice given in accordance with clause 14(a) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India);
 - (iii) if emailed, on the date and time recorded on the device from which the party sent the email, unless the sending party receives an automated message that the email has not been delivered, but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

15. General

- (a) Capitalised terms in this Agreement are either defined in this Agreement or have the same meaning attributed to them as set out in the Invisalign Pricing Terms and Conditions as in force as at the Commencement Date.
- (b) The University agrees that, on reasonable prior notice, Align (or its nominated representative) may attend and enter any premises on which University administers the Align Academic Programme to audit the University's compliance with this Agreement, and the University will provide all reasonable cooperation in connection with such audit (including by providing Align or its nominated representative with access to any computer systems used to administer the Align Academic Programme). In conducting such audit, Align will use reasonable endeavours to minimise any interruption to the University's affairs and will at all times preserve the confidentiality of any records or information to which it may have access by virtue of such audit.
- (c) This Agreement may be altered only in writing and signed by each party.
- (d) The University must not assign or subcontract any of its rights or purport to novate any of its obligations arising out of this Agreement to a third party. Align may at any time assign, transfer, novate, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement without the University's prior consent.

- (e) Any term by its nature intended to survive termination of this Agreement survives termination of this Agreement, including clauses 7, 9, 11, 13, 14 and this clause 15.
- (f) A provision or part of a provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions or parts of the provisions of this Agreement continue in force.
- (g) A person who is not a party to this Agreement has no right to enforce or avail themselves of any term of this Agreement.
- (h) A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- (i) Except where this Agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.
- (j) If a dispute arises out of this Agreement neither party may commence any form of proceedings (other than proceedings for urgent interlocutory relief) unless the parties have sought to resolve the dispute or difference amicably and in good faith for a period of at least 30 days.
- (k) The validity, interpretation, enforceability and performance of this Agreement will be governed by, and construed in accordance with, the laws of India, without giving effect to conflict of law principles. The application of provisions of United Nations Convention on Contracts for the International Sale of Goods to this Agreement is specifically excluded. The parties agree to submit themselves to the exclusive jurisdiction of courts in Mumbai for resolution of any dispute arising under this Agreement.
- (l) This Agreement supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Agreement and constitutes the entire agreement between the parties with respect to the subject matter of this Agreement at the date of this Agreement. Each Party acknowledges that it has not been induced to enter into this Agreement by, and does not rely on, any representation, warranty or undertaking not expressly incorporated into this Agreement. No party will have any remedy in respect of any statement, representation or warranty (whether negligently or innocently made) of any person (whether or not party to this Agreement) other than as expressly set out in this Agreement. Nothing in this clause will however operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
- (m) The terms of this Agreement are supplemental to the Invisalign Pricing Terms and Conditions and the ClinCheck Software Licence Agreement, which will continue to apply to the services and products from Align, save to the extent varied by the terms of this Agreement.
- (n) This Agreement may be executed in counterparts. All executed counterparts constitute one document. The parties agree that a signature transmitted by way of email or DocuSign® will be deemed to be an original signature.



EXECUTED as an agreement

Signed for and on behalf of **Invisalign India LLP** by its authorised signatory:

DocuSigned by:
Saurabh Nanda
B9A04BE2D2904CC...
Signature of authorised signatory
Saurabh Nanda
Print name
10-Jun-2022
Date

Signed for and on behalf of **Manav Rachna Dental College affiliated Manav Rachna International Institute of Research and Studies** by its authorised signatory:

DocuSigned by:
Dr. Puneet Batra
E97C2A3A428E42E...
Signature of authorised signatory
Dr. Puneet Batra
Print name
10-Jun-2022
Date

Schedule 1: Definitions

In this Agreement:

“Align System”	has the meaning given to it in the Invisalign Pricing Terms and Conditions.
“Business Days”	means a day that is not a Saturday, Sunday or public holiday in the principal place of business of a party.
“Clinical Speaker”	means an Align clinical speaker or clinical speaker on behalf of Align.
“ClinID Account”	has the meaning given to it in clause 2(h).
“Commencement Date”	means 5 June 2022.
“Expiry Date”	means the date on which this Agreement expires in accordance with clause 1.
“IDS”	means the Invisalign Doctor Site.
“Informed Consent Form”	means the Informed Consent Form included in Schedule 4 and available for download on IDS.
“Insolvent”	means unable to pay debts when they fall due, in receivership or receivership and/or management, in liquidation, in provisional liquidation, under official management or administration, wound up, subject to any arrangement, assignment or composition with creditors or protected from any creditors under any legislation.
“Intellectual Property Rights”	<p>means all intellectual property rights, including the following rights:</p> <ol style="list-style-type: none">patents, inventions, copyright, rights in circuit layouts, designs, moral rights, trade and service marks (including goodwill in those marks), domain names, business names, registered designs, trade secrets and trade names and any right to have Confidential Information kept confidential;any application or right to apply for registration of any of the rights referred to in paragraph (a) above; andall rights of a similar nature to any of the rights in paragraph (a) and (b) above that may subsist anywhere in the world (including India), <p>whether or not such rights are registered or capable of being registered.</p>
“Invisalign Pricing Terms and Conditions”	means the current Invisalign pricing terms and conditions as set out in IDS and as amended by Align from time to time.
“List Price”	means the price for the relevant Qualifying Treatment as set out in the Invisalign Pricing Terms and Conditions.

“Products”	means any Align products manufactured and/or supplied by Align to the University in relation to Qualifying Treatments.
“Programme Patients”	has the meaning given to it in clause 3(a).
“Programme Period”	means the duration of the University’s Orthodontic Programme.
“Programme Student”	students enrolled in the Orthodontic Programme at the University.
“Qualifying Treatments”	has the meaning given to it in Schedule 3.
“Term”	means the Initial Term and any subsequent term as set out in clause 1.
“Termination Date”	means the date on which this Agreement is terminated early in accordance with clause 11.
“Training Cases”	has the meaning given to it in Schedule 3.
“University Account”	has the meaning given to it in clause 2(c).
“University Mentor”	has the meaning given to it in clause 3(g).



Schedule 2: Invisalign Fundamentals University Training Course

The Invisalign Fundamentals University Training Course consists of fifteen (15) modules which covers the following topics and will be provided by Align, an Align Clinical Speaker of the University as set out below. It will be provided once annually to Programme Students on a date and time and at a place agreed by the parties.

Modules (4 - 6 months program)

Course #	Topic	Detail	Time	Speaker	Date
1	Introduction	Why Invisalign - Align Digital Workflow	40 mins	Clinical Team	
		How does Invisalign system work			
	Patient selection	How to identify your first Invisalign patient	40 mins		
		What are the considerations during diagnosis			
		Case assessment tools and resources			
	Treatment submission process	Create patient	60 mins		
		Patient record - Analog vs Digital			
Hands-on: Experience IPU					
2	iTero Introduction	iTero introduction: Brief overview of the digital workflow for Invisalign - integrated for clinical team to deliver	30 min	iTero Team	
	iTero Scanning skills workshop	iTero Scanning skills workshop	120 mins		
		A) Digital Scanning-(to include NIRI & occlusogram)			
		-Scanning Demo			
		-NIRI interpretation slides			
-Scanning technique 1:1 (fastest scan assessment) & carious detection in partner					

		- Presentation:			
		• Check quality of scans: good & bad			
		• Tips & tricks and corrective tools			
		B) IOsim			
		-Presentation: Instructional			
	Hands-on: Demo or actual cases				
	Treatment submission: Presentation	-Importance of IOSIM in treatment submission			
		-Visual aid to treat team for ClinCheck staging			
-How to send outcome simulation to IDS process?					
-5D IO workflow					
3	Invisalign Doctor Site (IDS) - Clinical Preferences	Invisalign Doctor Site (IDS) - Prescription forms (Basic)	40 mins	Clinical Team	
		Align Education resource			
	Closing	Next steps / Summary	20 mins		
	4	Foundation knowledge	Biomechanics of Invisalign System	60 mins	Clinical Team
Invisalign vs. Fixed Appliances					
5	Case applicability for Invisalign system	How do you select patients that are right for Invisalign treatment	90 mins	Clinical Team	
		What are good cases for you to start			
		Advanced cases which require more experiences			
6	Speaker presentation and demonstration	Start with a simple case - Class I mild crowding	15 mins	Speaker	
		Crowding treatment approaches			

	Hands-on session	What is the treatment goal and how to achieve with provided sample case	30 mins		
		How will you fill out the prescription form to achieve the set treatment goal			
	Speaker presentation and demonstration	Start with a simple case - Class I open bite	15 mins		
		How to treat open bite cases with the Invisalign system			
		How is open bite treated using Invisalign system			
7	Hands-on session	What is the treatment goal and how to achieve with provided sample case	30 mins	Clinical Team	
		How will you fill out the prescription form to achieve the set treatment goal			
	Closing	Submit participants' own case(s) onto IDS	30 mins		
		Wrap up / Summary			
8	ClinCheck treatment plan review process	Check the initial occlusion	90 mins	Clinical Team	
		Check the comments tab			
		Check the final position (3D Controls)			
		Check the animation and the staging tab			
		Submit changes or approve			
9	Demonstration	How to review and modify a ClinCheck treatment plan	30 mins	Clinical Team	
	Hands-on session	Review and modify a ClinCheck treatment plan by applying the "5 steps review process" - sample cases	30 mins		

		Review and modify a ClinCheck treatment plan - participants' own case(s)			
10	Aligner delivery process	Prepare for your patient first appointment to receive Invisalign treatment	60 mins	Clinical Team	
	Hands-on session	Attachment bonding and IPR	30 mins		
		Align support - resources and tools			
11	Treatment Strategies for Class II Patients	Indications	60 mins	Speaker	
		Cases			
		Prescription Form - features			
	Treatment planning and ClinCheck Review Walkthrough				
Speaker demonstration	Class II Crowding Case - Treatment planning and ClinCheck Review	15 mins			
12	Treatment Strategies for Class III Patients	Indications	60 mins	College Faculty	
		Cases			
		Prescription Form - features			
	Treatment planning and ClinCheck Review Walkthrough				
Speaker demonstration	Class III Case - Treatment planning and ClinCheck Review	15 mins			
13	Treatment Strategies for Deep Bite Patients	Indications	60 mins	Speaker	
		Cases			
		Prescription Form - features			
	Treatment planning and ClinCheck Review Walkthrough				
Speaker demonstration	Deep Bite - Treatment planning and ClinCheck Review	15 mins			
14	Treatment Strategies for Extraction Patients	Indications	60 mins	Speaker	
		Cases			

		Prescription Form - features			
		Treatment planning and ClinCheck Review Walkthrough			
	Speaker demonstration	Extraction - Treatment planning and ClinCheck Review	15 mins		
15	Treatment monitoring, Tracking, issues and troubleshooting	Basic monitoring procedure with different tools	30 mins	Clinical Team	
		Tips and Tricks for tracking, issues and troubleshooting	60 mins		

Schedule 3: Allocation of Invisalign aligners for the Align Academic Programme

Align will provide the University with a maximum ten (10) Qualifying Treatment cases each Term at no cost to the University for the treatment of the Programme Patients (“**Training Cases**”). A “**Qualifying Treatment**” is one of the following treatment options (dual or single arch) submitted in respect of a Programme Patient under the University Account for which a ClinCheck® treatment plan has been approved and for which the treatment has been submitted via the University Account (which must include all records and materials required for the treatment including the online prescription form, PVS impressions or intra-oral scans, online photos and other items required for treatment (the “**Required Records**”):

- a. Invisalign System Comprehensive;
- b. Invisalign System Moderate;
- c. Invisalign System Lite;
- d. Invisalign System Express;
- e. Invisalign First – Comprehensive Phase 1; and
- f. Invisalign System Comprehensive Phase 2.

Submissions without all Required Records or incomplete treatment submission boxes will not count as a Qualifying Treatment. A Qualifying Treatment cancelled prior to ClinCheck acceptance will be charged to the University according to the then current Invisalign Pricing Terms and Conditions for cancellations of treatments prior to ClinCheck acceptances.

Supplemental Training Cases

Subject to the General Conditions set out below and pursuant to clause 3(d), the University may order a Qualifying Treatment for Supplemental Training Cases. All Supplemental Training Cases must be ordered via the University Account. The University will receive a thirty per cent (30%) discount on the then current list price of Qualifying Treatment for up to ten (10) Supplemental Training Cases ClinCheck approved during each Term. Once the ten (10) Supplemental Training Cases have been used up, the University will be charged the full List Price for any subsequent Qualifying Treatments as per the current Invisalign Pricing Terms and Conditions.

Vivera Retainer Orders

Subject to the General Conditions set out below, Vivera retainers will attract a 30% discount on their List Price if an order is submitted during the term of the Agreement. They do not count as training cases.

General Conditions

The discounts offered pursuant to this Align Academic Programme are only available in respect of Qualifying Treatments and Vivera retainer orders ClinCheck approved and submitted via the University Account in respect of Programme Patients as part of the practical training element of the Align Academic Programme.

Subject to any applicable discounts, any Qualifying Treatment submitted under the University Account will be invoiced according to Align’s then current Invisalign Pricing Terms and Conditions.



The discounts offered pursuant to this Align Academic Programme cannot be combined with any other Invisalign discount programme or offer.

Align will inform the University within a reasonable period of any price increase to any Supplemental Training Cases and Vivera Retainers.

Only the initial treatment option for a Programme Patient will qualify as a Training Case (if the conditions are met). Additional fees apply for replacement aligners, treatment cancellation fees or any other Align product or treatment option not expressly included in this Agreement and as set out in the then current Invisalign Pricing Terms and Conditions.

Future Product Changes

If a new Align product or treatment option becomes available ("**New Product**"), Align will notify the University, providing information on the List Price of the New Product, the date on which it will become available and whether it would qualify as a treatment for a Programme Patient Qualifying Treatment or for any discounted price.

Align will give the University at least sixty (60) days prior written notice of the date for which any Product or treatment option is to be discontinued. Treatment applications for such Product or treatment option submitted on or after the notified date will be rejected by Align. Treatment applications submitted before the notified date will be treated by Align as any other treatment application.



Schedule 4: Informed Consent Form

Invisalign India LLP | Patient Informed Consent Form

Thank you for investigating your treatment options using Invisalign clear aligners.

We wanted to let you know that in the course of receiving treatment from your dentist or orthodontist (including in respect of assessing your suitability to be treated with Invisalign® clear aligners), Invisalign India LLP and other members of its corporate group, including Align Technology, Inc. ("**Align Group**") will collect your personal information, including: your name, contact details, date of birth and gender along with health information including information about your teeth in the form of dental records, photographs of your teeth and jaws, including intraoral scans or PVS impressions, and treatment plan and progress ("**Treatment Record**").

A current list of companies that make up the Align Group and the countries in which they are located are available here: <http://investor.aligntech.com/index.php/static-files/3edcedc9-4451-4bd0-a8ad-151a6a94bf87>. The Annexure to this Privacy Notice also lists the companies of the Align Group as at 25 June 2020.

Much of this information will be collected through the practice software we provide to your dentist or orthodontist. If this information is not provided to the Align Group, your dentist or orthodontist will not be able to treat you with Invisalign or otherwise provide you with the full suite of services which would be available to you in association with your treatment with Invisalign. However, please note that your doctor will continue to be the controller of any personal data included in your Treatment Record. The Align Group will hold and use your Treatment Record for the purpose of facilitating your treatment with Invisalign clear aligners and/or retainers.

If you opt-in to the Invisalign Virtual Appointment program, the Align Group will use your contact details to schedule online appointments between you and your treating orthodontist. Invisalign Virtual Appointment is brought to you through Zoom, and as such, your contact details may be disclosed to Zoom Video Communications, Inc. These consultations may be recorded and form part of your Treatment Record.

The Align Group may also use your Treatment Record for internal training, analysis, product development and research purposes.

Your Treatment Record may be stored on Align Group's servers in the United States, where they will be protected in accordance with applicable legal standards. The Align Group will retain your Treatment Record for the duration of your treatment and as required under law in the country in which you have received treatment. The Treatment Record will then be either deleted or anonymised or, if this is not possible (for example, because your Treatment Record has been stored in backup archives), then it will be securely stored until deletion is possible.

For information about:

- how to seek access to; or
- seek correction of

your personal information held by the Align Group, please refer to our Privacy Policy, which is available at: <https://www.invisalign.in/privacy-policy>

The Privacy Policy also contains information about how to make a complaint if you are concerned that we have breached our obligations to you. If you have any additional questions about how your personal information Treatment Record is being used by the Align Group, please contact privacy@aligntech.com.

By signing on the acknowledgement below, you are hereby confirming the following:

- I understand that I should only use the Invisalign products after consultation and prescription from an Invisalign trained doctor, and I hereby consent to orthodontic treatment with Invisalign products that have been prescribed by my doctor.
- I have been informed by my doctor of the nature of the procedure and I understand the benefits, risks, and alternatives for orthodontic treatment with Invisalign aligners and, where applicable, an iTero® intraoral scan. I have been sufficiently informed and have had the opportunity to ask questions and discuss concerns about my dental and/or orthodontic treatment with my doctor from whom I intend to receive treatment. I hereby consent to my doctor's use of my Treatment Records as part of my dental and/or orthodontic treatment
- Due to the fact that orthodontics is not an exact science, I acknowledge that the Align Group cannot make any guarantees or assurances concerning the outcome of my treatment. I understand that the Align Group is not a provider of medical, dental or health care services and does not and cannot practice medicine, dentistry or give medical advice.

I _____ [INSERT NAME], acknowledge that I have read the above Privacy Notice and terms and hereby consent to the collection, use, retention and disclosure of my personal information, including the Treatment Record, by the Align Group as described in this Privacy Notice.

_____ [Signature]

_____ [Date]

PARENT/ GUARDIAN CONSENT WHERE PATIENT IS UNDER 18 YEARS OLD:

I _____ [INSERT PARENT/LEGAL GUARDIAN NAME], confirm that I am the parent or legal guardian of the patient, and acknowledge that I have read this Privacy Notice and terms and hereby consent to the collection, use, retention and disclosure of their personal information, including the Treatment Record, by the Align Group as described in this Privacy Notice.

_____ [Signature]

_____ [Date]

ANNEXURE 1

Align Technology Operations Group Members

The following entities are the Group Members for the purposes of Align Technology's Controller Binding Corporate Rules and Processor Binding Corporate Rules. For additional information and any privacy related enquiries, please contact privacy@aligntech.com.

Headquarters

Align Technology, Inc. 2820
Orchard Parkway San Jose, CA
95134
U.S.A.

International Headquarters

Align Technology Switzerland GmbH
Suurstoffi 22
6343 Risch-Rotkreuz
Switzerland

Europe

Asia Pacific

Americas

Align Technology B.V. The Netherlands	Align Technology (Shanghai) Trading Co., Ltd. China	Align Technology de Costa Rica, S.R.L. Costa Rica
Align Technology, SAS France	Invisalign Hong Kong Limited Hong Kong	Aligntech De Mexico, S. De R. L. De C.V Mexico
Align Technology, GMBH Germany	Align Technology Japan, Inc. Japan	Align Tech Systems Canada ULC Canada
Invisalign S.R.L. Italy	Invisalign Singapore Pte Ltd Singapore	Align Technology Do Brasil Ltda Brazil
Invisalign, S.A. Spain	Align Technology B.V. Taiwan Branch Taiwan	Align Technology Argentina SRL Argentina
Align Technology UK Limited United Kingdom	Invisalign Australia Pty Ltd Australia	
Align Technology LLC Russian Federation	Invisalign NZ Limited New Zealand	
Align Technology (Cyprus) Ltd. Cyprus	Invisalign Korea Yuhan Hoesa South Korea	
Invisalign MEA DMCC United Arab Emirates	Align Technology (Chengdu) Co., Ltd. China	
Align Technology Poland sp. z o.o., Poland	Align Technology (Sichuan) Medical Equipment Co. Ltd. China	
Align Technology Medical Surgical Articles & Requisites Trading LLC United Arab Emirates	Align Technology (Thailand) Ltd. Thailand	
Align Tech Turkey Tibbi Cihazlar Limited Turkey	Invisalign India LLP India	
Align Technology, Ltd Israel		



Schedule 5: Align's Code of Conduct and Business Ethics

The current version of Align's:

- Code of Business Conduct and Ethics; and
- Code of Business Conduct and Ethics – Introduction Amendment

can be found here: <http://investor.aligntech.com/corporate-gov>.

Certificate Of Completion

Envelope Id: 98CFB0F5D92F496FB9C28BD498C0DA61	Status: Completed
Subject: Please DocuSign: 20220519 Align Academic Programme Agreement [Manav Rachna Dental College].pdf	
Source Envelope:	
Document Pages: 27	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Babandeep Bajwa
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2820 Orchard Parkway
	San Jose, CA 95134
	bbajwa@aligntech.com
	IP Address: 182.75.212.62

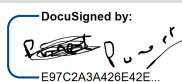
Record Tracking

Status: Original	Holder: Babandeep Bajwa	Location: DocuSign
5/31/2022 7:17:02 AM	bbajwa@aligntech.com	

Signer Events

Dr. Puneet Batra
 directorpg.mrdc@mrei.ac.in
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
 Signed by link sent to directorpg.mrdc@mrei.ac.in
 Using IP Address: 49.36.176.195
 Signed using mobile

Timestamp

Sent: 5/31/2022 7:19:13 AM
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 Viewed: 6/10/2022 1:55:19 PM
 Signed: 6/10/2022 1:56:46 PM

Electronic Record and Signature Disclosure:
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 ID: 8fd369b0-355e-4f70-a386-69e40c5a40b1

Saurabh Nanda
 snanda@aligntech.com
 Commercial Director, India
 Align Technology, Inc.
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Signed by link sent to snanda@aligntech.com
 Using IP Address: 106.201.117.211
 Signed using mobile

Sent: 6/10/2022 1:56:48 PM
 Viewed: 6/10/2022 8:30:14 PM
 Signed: 6/10/2022 8:30:24 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/31/2022 7:19:13 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	6/10/2022 8:30:14 PM
Signing Complete	Security Checked	6/10/2022 8:30:24 PM
Completed	Security Checked	6/10/2022 8:30:24 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Align Technology, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Align Technology, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gjackman@aligntech.com

To advise Align Technology, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gjackman@aligntech.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Align Technology, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gjackman@aligntech.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Align Technology, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gjackman@aligntech.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Align Technology, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Align Technology, Inc. during the course of my relationship with you.

Certificate No. E0292022G140
GRN No. 92848363Stamp Duty Paid : ₹ 101
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)Seller / First Party DetailName: Manav rachna International institute of Research and studies
H.No/Floor : 0 Sector/Ward : 0 LandMark : 0
City/Village : Faridabad District : Faridabad State : Haryana
Phone: 98*****59Buyer / Second Party DetailName : Sarvodaya hospital And research centre
H.No/Floor : 0 Sector/Ward : 0 LandMark : 0
City/Village: Faridabad District : Faridabad State : Haryana
Phone : 98*****59

Purpose : Mou

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>**MEMORANDUM OF UNDERTAKING FOR ATTACHEMENT OF
FACULTY OF ALLIED HEALTH SCIENCES TO SARVODAYA HOSPITAL &
RESEARCH CENTRE, FARIDABAD****About Deemed to be University**

Manav Rachna International Institute of Research and Studies (MRIIRS, formerly MRIU- a NAAC Accredited 'A' Grade Institution), 'Deemed-to be-University' under Section 3 of the UGC Act 1956, offers programs from Graduate to Doctoral level that are in tune with the market dynamics. The Institution has been conferred with 5 Star rating for Teaching,

Dr. Saurekh Gahlote
Medical Administrator
MBBS, DHA
Registration No. MCI/R/16364

Employability, Academic Development, Facilities, Social Responsibility and Inclusiveness by QS Rating System.

Department of Physiotherapy

Department of Physiotherapy caters to the curative and rehabilitation needs of the people and thus, offers bachelor, master and doctorate physiotherapy courses, which are based on research-informed teaching giving many opportunities to students. This outpatient department has a busy practice catering patients from all over Haryana, NCR and from various sports teams.

About Sarvodaya Hospital & Research Centre Hospital

Sarvodaya, a leading super specialty hospital brings the best of tertiary healthcare to Faridabad, Delhi NCR with a focus on affordability and medical excellence.

Spread across 4.25 acres with 450 beds, 109 ICU beds, 9 OTs, the hospital has set benchmarks in super-specialty with its path breaking work over the past 28 years. Today, it is recognized as one of the top healthcare destination providing super specialty services in Cancer Care & Bone Marrow Transplant, Nuclear Medicine and PET-CT, Radiation Oncology, Surgical Oncology, Orthopedics & Joint Replacement, Neuro Sciences, Cardiology, Cardio-Thoracic & Vascular Surgery, Minimally Invasive Surgery, Urology, Dialysis & Kidney Transplant, ENT & Cochlear Implant, Asthma & Lungs and Gastroenterology & GI Surgery.

This MoU is between Faculty of Allied Health Sciences, Manav Rachna International Institute of Research and Studies, Sec – 43, Surajkund-Delhi Road, Faridabad – 121102

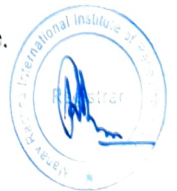
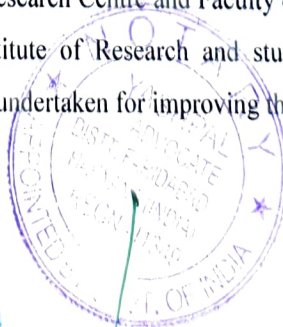
Sarvodaya Hospital & Research Centre for collaboration for conducting internship academic Research and Training Program

TERMS AND CONDITIONS

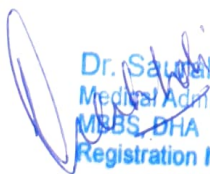
1. That the, Sarvodaya Hospital & Research Centre and Faculty of Allied health Sciences, Manav Rachna International Institute of Research and studies shall Endeavor and collaborate for any research work undertaken for improving the health care.



Dr. Saurabh Gahlote
Medical Administrator
MBBS, DHA
Registration No. MCI/R/16364



2. That the, Sarvodaya Hospital & Research Centre will provide facilities in the field of Medical and Physiotherapy Science for in house training of Physiotherapy students of Faculty of Allied health Sciences.
3. That the training for the Physiotherapy students shall be organized in small batches.
4. The students will be trained in Sarvodaya Hospital & Research Centre shall be posted in all the wards inclusive of ICU, CCU, Recovery, General Ward, Semi – Private, Private, OPD's and Physiotherapy and other Multispecialty units and shall remain under the supervision/guidance of the consultants/doctors.
5. That the, Sarvodaya Hospital & Research Centre has no objection for allowing experts/doctors/consultants of FAHS, to interact with consultants/doctors of Sarvodaya Hospital & Research Centre Hospital during the students posting regarding physiotherapy services in the interest of the patients and academics.
6. Sarvodaya Hospital & Research Centre and Manav Rachna International Institute of Research and Studies will start Academic Exchange Program for educational upliftment.
7. This MOU will remain in force with the mutual consent and without any breach of clauses agreed upon by the two parties and as a goodwill gesture by the Sarvodaya Hospital & Research Centre in achieving the higher standards of Physiotherapy education in the country
8. MOU will be valid for a period of 05 years w.e.f. the date of initial MOU, subject to renewal each year. Further extension will be based upon satisfaction & mutual consent of both the parties.
9. MRIIRS will provide all necessary assistance regarding faculty and other academic
10. MRIIRS shall be responsible for any loss or damages to the properties belonging to Sarvodaya Hospital & Research Centre caused by the students or staff of MRIIRS.


Dr. Sanjay Gahlote
Medical Administrator
MBBS, DHA
Registration No. MCI/R/16364



11. MRIIRS acknowledges that any breach during the training period by its staff or student could result in significant losses or damages to the Sarvodaya Hospital & Research Centre. MRIIRS agrees to indemnify Sarvodaya Hospital & Research Centre in respect of all claims, demand, action, cause of action, loss and damage which Sarvodaya Hospital & Research Centre suffer or incur, which may be brought against Sarvodaya Hospital & Research Centre Hospital a result or in any way arising out of any breach by the staff and students

<p>Signature: </p> <p>Name:</p> <p>Date:</p> <p>Signed, sealed, and delivered For and on behalf of</p> <p>Manav Rachna International Institute of Research & Studies</p> <p>Faridabad</p>	<p>Signature: </p> <p>Name: Dr. Saurabh Gahlote</p> <p>Date:</p> <p>Signed, sealed, and delivered For and on behalf of</p> <p>Sarvodaya Hospital & Research Centre</p> <p>Faridabad</p> <p></p>
<p>Witness 1:</p> <p>Name:</p>	<p>Witnesses 2:</p> <p>Name:</p>

Know the Deed and its contents
 Signatures of the parties
 Impression of my profession



ATTESTED AS IDENTIFIED

Notary Faridabad (Haryana)

12 9 JUL 2022




Dr. Saurabh Gahlote
 Medical Administrator
 MBBS, DHA
 Registration No. MCI/R/16364

Affidavit



Indian-Non Judicial Stamp
Haryana Government



Date: 10/05/2020

Certificate No. E0J2020E3



Stamp Duty Paid : ₹ 101

GRN No. 64480215



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Mriirs

H.No/Floor : 0

Sector/Ward : 0

Landmark : 0

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone : 98*****59



Purpose : affidavit to be submitted at 0

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING BETWEEN MANAV RACHNA DENTAL COLLEGE AND DR SHWETA'S DENTAL CLINIC

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the Manav Rachna Dental College Faridabad (hereinafter "MRDC"), and Dr Shweta's Dental Clinic (hereinafter "DSDC"). Both MRDC and DSDC shall also be collectively referred to as the "Parties" or the "Institutions."

RECITALS

WHEREAS, MRDC and DSDC both are state of the art Educational institution and Clinical establishment respectively; and WHEREAS, MRDC and DSDC desire to establish student and faculty exchange / Observer ship programs beneficial to the respective Institutions and to promote the development of joint studies, research and training activities, and other educational exchanges of mutual interest.

NOW THEREFORE, in contemplation of the mutually beneficial relationships to be established, and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby agreed to and accepted, the Parties agree as follows: TERMS

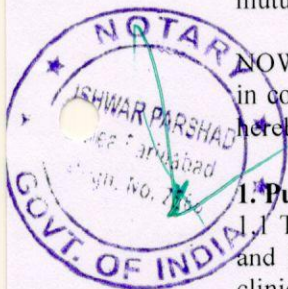
1. Purpose of the MOU: Definition.

1.1 The primary objective of this MOU is to create a means for cooperative efforts between MRDC and DSDC to affect the academic and clinical interchange of faculty, postgraduate students, and clinical, academic and research information between the two Institutions.

1.2. MRDC will furnish a list of Post graduates and their interest in topics related to clinical interests (Orthodontics/ Cleft) . The Receiving Institution DSDC will choose one post graduate every batch with special interest for Observer ship to Specialist Cleft / Orthodontic Clinic.

1.3. The selected Post Graduate will be observing specialist cases on specific days with a pre circulated roster and after an initial phase of observation will be allowed to treat cases under supervision.

1.4. "Home Institution" refers to the MRDC sending its post graduate student(s) and "Receiving Institution" refers to the DSDC hosting the visiting post graduate student(s), or faculty member(s) from the other Institution for the purposes of study, clinical electives/ training, and/or research.



[Signature]

Shweta

2. Validation Period of this MOU.

This MOU shall remain in place until:

- 2.1 At the latest, three (3) years from the execution of same, unless the Parties mutually agree in writing to extend same.;
- 2.2 Terminated by either Party upon written notice of not less than thirty (30) days

3. Areas of Collaborations.

3.1 The Home Institution would furnish a list of post graduates and faculty who are interested in the observer ship for that particular year along with their letters of intent.

3.2 The Receiving Institution in consultation with the Host Institution choose one post graduate from each batch and/ or faculty for that particular year.

3.3 A detailed roster regarding observation of various procedures and didactic along with hands on training will be circulated to each of the selected students.

3.4 Therefore the Home Institution is responsible for collecting and reviewing student requests and applications for observer ship and formally recommending post graduate students / Staff to the Receiving Institution.

3.5 The Receiving Institution will make the final determination as to the acceptance of the post graduate student in each case, according to its policies and standards, and will notify the Home Institution in writing of the acceptance or rejection. The Home Institution will notify the student of the decision.

3.6 The Receiving Institution will have the right to remove any student from the Program. In this instance, the Receiving Institution will provide written notification to the Home Institution. The Home Institution will comply with the request for removal immediately.

3.7 Students will comply with both all of the policies and procedures of the clinical site and the by-laws and regulations as per NABH standards like AHA course for BLS, DCI registration, Hepatitis vaccination, Covid Vaccination etc. Failure to so comply may result in immediate dismissal from the observer ship program.

3.8 General orientation to a Program will be provided by the Receiving Institution, and orientation to a particular student observation at a clinical site will be provided. The students can pursue short study/ dissertation topics with approval from the Receiving institute with proper IEC clearance.

3.9 Travel, living expenses, and other associated costs related to the student's attendance at the Receiving Institution will be the responsibility of the student. Tuition or fees will not be charged by the Receiving Institution.

4. Collaborative Research:

4.1 In the event a joint research project is proposed by either Institution, such research efforts will be carefully scrutinized by both Parties to evaluate the value for the proposed joint effort, the qualifications of the proposed participating faculty members, and the location of the research activity.

4.2 If a decision is made by both Parties to approve the proposed project as a possible joint effort, both Institutions will actively seek outside funding for the proposed joint research project. Final approval of the project will be subject, in part, to securing funding deemed sufficient by each Institution.

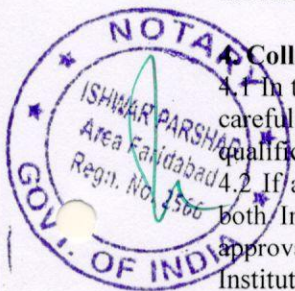
4.3 Any resulting publications shall include an acknowledgement of the contributions of each Institution in accordance with customary scientific practices.

5. Intellectual Property and Research Collaboration Agreements :

5.1 All publications resulting from the educational, research, or clinical collaboration between the two Institutions shall acknowledge the existence of the collaboration formed under this MOU.

5.2 Each research project conducted jointly by the Parties shall be made under a formal written research collaboration agreement containing whatever terms the Parties mutually agree are necessary to address the intellectual property, research information and property interests that could result from the joint activity of the Parties.

5.3 All such discussions of the Parties regarding these matters will at all times strive to preserve a harmonious and continuing relationship between the Parties.



5.4 All research and other activities conducted under this MOU must be conducted in accordance with the laws, rules, and regulations applicable to each Institution.

5.5 The Parties agree that the clinical and academic requirements of both educational Institutions will be respected and that all current policies, rules, regulations, and/or guidelines covering matters applicable to a Program will be shared with, and carefully followed by, the faculty members and students participating in the Program.

6. Relationship of the Parties.

6.1 This Memorandum of Understanding is a non-contractual, non-binding statement of the Parties' desire to engage in the exchange programs and activities outlined herein. This Memorandum of Understanding is not binding or enforceable on either Party by the other, and creates no legal responsibilities or obligations.

6.2 In no event shall either Party be liable to the other for any direct, indirect, consequential, special (including multiple or punitive), or incidental damages of any kind arising from, and/or related to this MOU.

7. Use of Institutions' Name:

7.1 Advertising and Publicity. Neither Institution will use the other Institution's name, or any name that is likely to suggest that it is related to the other Institution, in any advertising, promotion or sales literature without first obtaining the express written consent of the other Institution.

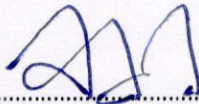
8. Confidentiality.

8.1 The patient data is the property of the Hosting institution and shall in no circumstances be shared with the HOST institution.

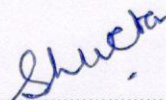
8.2 All such information exchanged between the Parties shall be considered Confidential Information and shall not be used by the Parties except in the furtherance of the aims of this MOU, and further, neither Party, without the other Party's express written consent, shall disclose to any third party any such Confidential Information.

IN WITNESS WHEREOF, the lawfully authorized representative (s) of both parties have executed two copies of this MoU on 10th day of May, 2020.

Signed



Prof Arundeeep Singh.
Principal
Manav Rachna Dental College.
Sector 43, Delhi Surajkund Badkal Road, Faridabad.
Haryana 121004.



Dr Shweta Gupta Batra
Proprietor
Dr Shweta's Dental Clinic
D-42 Kalkaji
New Delhi 110019

I know the deponent/
executant who has Signed /
Thumb impression before me.

Attested As Identified
Notary Public
Govt. of India

1075120

Non-Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 29/07/2022

Certificate No. E0292022G360
GRN No. 92972234



Stamp Duty Paid : ₹ 101
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Manav rachna International institute of Research and studies
H.No/Floor: 0 Sector/Ward: 0 LandMark: 0
City/Village: Faridabad District: Faridabad State: Haryana
Phone: 98*****59



Buyer / Second Party Detail

Name: Asian Hospital
H.No/Floor: 0 Sector/Ward: 0 LandMark: 0
City/Village: Faridabad District: Faridabad State: Haryana
Phone: 98*****59

Purpose: Mou

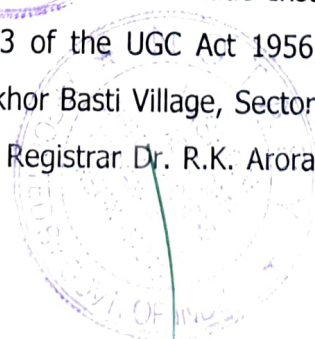
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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and executed on this 29th July 2022 in continuum to our previous MOU

by and between:

Manav Rachna International Institute of Research and Studies (MRIIRS, formerly MRIU- a NAAC Accredited 'A' Grade Institution), Deemed-to be-University' under Section 3 of the UGC Act 1956, and located at Manav Rachna Campus Rd, Gadakhori Basti Village, Sector 43, Faridabad, Haryana 121004 represented by its Registrar Dr. R.K. Arora (hereinafter referred to



as the "First Party" which expression shall unless repugnant to the context here to, shall mean and include its successors and permitted assigns) OF THE FIRST PARTY

AND

Asian Institute of Medical Sciences unit of Blue Sapphire Health care Private Limited with Corporate Identification (CIN) is U74999DL2007PTC159674 which is run by team of expert healthcare professionals whose focus is on all-round healthcare delivery and education and represented by its authorized representative Dr. Hilal Ahmed Regional Director and Medical Superintendent at Asian Institute of Medical Sciences (hereinafter referred to as the "Second Party")which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) OF THE SECOND PARTY;

WHEREAS

The first Party is engaged in the sector of providing world class education in diverse streams including **Physiotherapy** with an aim to train students to build healthcare professionals for providing holistic care to all and running various allied health sciences.

AND WHEREAS

The Second Party is engaged in the business of providing healthcare facilities and running, managing and operating Hospital in the brand name and style of " Asian Institute of Medical Sciences " located at Sector 21, Faridabad. For this MOU, the Department of Physiotherapy is running the following program:



Sno.	Program	Duration (In Years)
1	Bachelor of Physiotherapy	4.5 Years
2	Masters in Physiotherapy (all specializations)	2 years
3	Ph.D	3 years (Minimum)

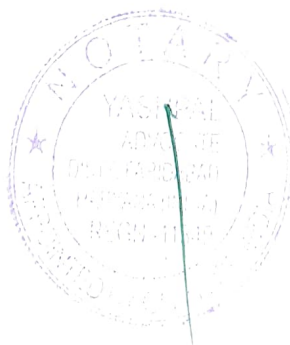
AND WHEREAS The First Party and the Second Party are desirous of cooperating to furnish a hospital experience program for a students enrolled in the school.

AND WHEREAS the Parties have agreed to execute this MOU to set out the terms and conditions for certain services to be provided by the First Party, and other matters in connection thereto, which will be interpreted, acted upon, and governed solely by the terms and conditions of this MOU.

NOW, THEREFORE, in consideration of the covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

1.OBJECTIVE AND SCOPE OF THIS MOU:

The purpose of this educational internship and clinical posting is for the student to learn about the Hospital's function and gain valuable insight and experience and include Joint Research Projects and Guest Lectures.

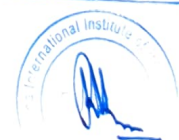


MOU:

Deliverable by the First Party	Deliverable by the Second Party
▶ Will complete all necessary approval from regulatory body which will be required for clinical posting and Internship	At least 03 Guest lectures by Professionals at the Second Party for Programs in physiotherapy Rotatory Observation ship for all Semester Rotatory internship for 6 months without and internship and clinical posting fee

The First Party specifically agrees to and acknowledges the following:-

- i Interns & Students shall maintain a regular schedule determined by their supervisor.
- ii. Intern & Students will demonstrate honesty, punctuality, courtesy, cooperative attitude, proper health and grooming habits, appropriate dress, and a willingness to learn.
- iii. Intern & Students will obey the policies, rules, and regulations of the First Party site and comply with the First Party's business practices and procedures.
- iv. Intern & Students will furnish his/her supervisor with all necessary information about their unpaid internship, including related assignments and reports.
- v. Under no circumstances Intern & Students will leave the internship without conferring with the supervisor.



3.2 Each Party shall continue to remain solely liable and responsible towards its liabilities accrued till the date of termination of this MOU.

4. REPRESENTATIONS AND WARRANTIES:

Each Party represents warrants and undertakes to the Other Party that:

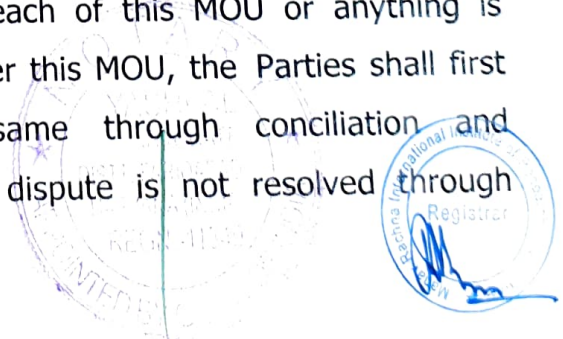
Due Authorization: The Parties have the requisite power and authority to execute, deliver and perform this MOU and to consummate the proposed arrangement. The execution, delivery, and performance by Parties of this MOU. When executed and delivered, this MOU will constitute valid and legally binding obligations of Parties, enforceable by its terms.

ii **No conflict:** The execution, delivery, and performance by Parties of this MOU and the consummation by Parties of the proposed arrangement (i) does not violate any Applicable Laws, (i) does not violate or conflict with any provision of the constitutional documents, including the memorandum and articles of association of Parties or any agreement between Parties any other party including lenders and the like. The representations and warranties made hereinabove shall survive this MOU and the Parties have entered into this MOU based on the aforesaid representations and warranties.

5 DISPUTE RESOLUTION AND GOVERNING LAW:

5.1 In Case of any dispute or claim arising out of or in connection with or relating to this MOU, termination or validity thereof, the Parties shall attempt to first resolve such dispute or claim through discussions between senior executives of the Parties;

5.2 if any dispute, difference, or claim arises between the Parties in connection with this MOU or the validity, interpretation, implementation, or alleged breach of this MOU or anything is done, omitted to be done under this MOU, the Parties shall first endeavor to resolve the same through conciliation and negotiation. However, if the dispute is not resolved through



conciliation and negotiation, the Parties may refer the dispute for resolution to court.

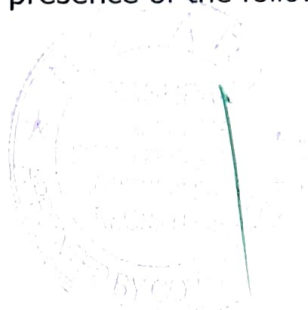
5.3 Subject to provisions of Clause 5.2 above, the courts in Faridabad shall have exclusive jurisdiction on any matter arising out of this MOU.

5 MISCELLANEOUS:

6.1 Legal Compliance: The Parties shall be liable for due observation and compliance of the Applicable Laws, all Statutory Laws and the rules framed there under as applicable from time to time. All person of the Second Party shall be fully vaccinated and the Second party shall comply COVID related guidelines, orders, rules and regulations as prescribed by the Government of India (including the State Government of Haryana).

6.2 Assignments: Each Party shall not assign, in whole or part, its obligation to perform this MOU, except with the Other Party's written consent a sole discretion and on such terms and conditions as deemed fit by Other Party.


IN WITNESS WHEREOF The Parties hereto have signed and executed this MOU on the day, month, and year first hereinabove written in the presence of the following witnesses.



Signed sealed and delivered on behalf of

Manav Rachna International Institute of Research and Studies



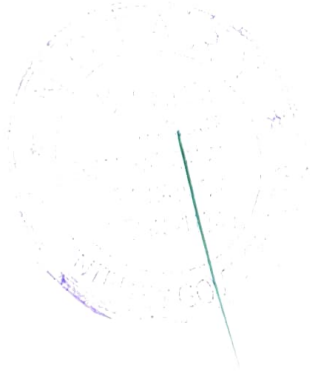

Signed sealed and delivered on behalf of

Medical Superintendent
Asian Institute of Medical Sciences

Madhkal Flyover Road, Sec-21A, FBD -121001

Asian Institute of Medical Sciences unit of Blue Sapphire Health care
Private Limited

I know the Donor and He/She
Signed Put His/Her Thumb
Impression in my Presence



ATTESTED AS IDENTIFIED


Notary Faridabad (Haryana)

12 9 JUL 2022

District Education Officer Faridabad

To

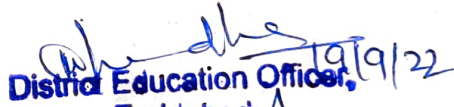
Dr. Meena Jain,
Prof and Head of Department,
Dept of Public Health Dentistry,
Manav Rachna Dental College.

Memo No :- G-I/2022/1047

Dated:- 19/09/2022

Subject: - **Proposal for collaboration with public & Private Schools for Oral Health Awareness, Screening and Treatment of Dental conditions.**

In above mentioned subject Manav Rachna Dental College Faridabad proposal is sanctioned with condition that you will provide your service free of cost to public & Private school for oral health awareness screening and Basic Dental treatment (filling, cleaning teeth and removal of teeth)


District Education Officer,
Faridabad 19/09/2022

Date: 08/08/2022

To,
District Education Officer,
Faridabad District



Subject: Proposal for collaboration with Public & Private Schools for Oral Health Awareness, Screening and basic Treatment of dental conditions

Respected Madam,

Manav Rachna Dental College & Hospital has been working for the welfare of the people of Faridabad since its inception by providing much need dental care and oral health awareness across the district.

We have now embarked upon a mission of screening all school going children of Faridabad for dental ailments and provide them the services required to prevent and treat these problems. We thus propose to collaborate with Public and Private Schools of Faridabad District for this purpose.

In the above mentioned subject Manav Rachna Dental College proposes to provide service free of cost to Public and Private Schools for Oral Health Awareness, Screening and Basic dental treatment (Filling, Cleaning of teeth and removal of teeth).

We request you to consider this and kindly provide the necessary permissions to proceed with these activities.

Thanking you in Anticipation,

Sincerely

Dr. Meena Jain,

Prof and Head of Department,

Dept of Public Health Dentistry,

Manav Rachna Dental College.

**PROPOSAL FOR COLLABORATION WITH PUBLIC AND PRIVATE
SCHOOLS OF FARIDABAD DISTRICT WITH DEPARTMENT OF
PUBLIC HEALTH DENTISTRY, MANAV RACHNA DENTAL
COLLEGE AND HOSPITAL**

Manav Rachna Dental College & Hospital (under Faculty of Dental Sciences) is a **NAAC A grade Accredited Institution** and one of the flagship institutions of Manav Rachna Educational Institutions, one of India's leading educational groups, producing some of India's most employable professionals. MREI is the brainchild of renowned educationist and philanthropist, Dr. O.P. Bhalla, Founder Visionary. Manav Rachna Dental College, MRIIRS has secured the 39th rank all-across India as per Ministry of Education's NIRF Ranking 2021. We are also **ranked No. 10 in the 'Best Dental Colleges' in Indian Institutional Ranking Framework (IIR-2021)** by Education Post and ranked amongst the **Top 11 Private Dental Institutes in India's Top Professional Colleges Ranking by Outlook**.

The **Department of Public Health Dentistry** is a dedicated department for outreach activities which includes conduction of free oral health check up camps and consultancy treatment camps. MRDC has been conducting regular Dental Outreach Programs in Schools since 2006.

Moving forward, we propose a collaboration with **Block Education Office** for long term benefits to the school going children of Faridabad District.

We propose a collaboration under the following heads:

1. **Conduction of Regular Dental Outreach Programs at Public and Private Schools of Faridabad**
 - Free Dental Check up of students, teachers and other staff members (including class 4 employees) of the school
 - Health Education at camps
2. **Integration of Oral Health Education Curriculum in Primary School Education:**
 - Capacity Building of Teachers in Oral Health Education so they may impart it to students in day-to-day learning.
 - Integrate Manav Rachna approved Oral Health Education Curriculum in Primary School Education in Faridabad District
3. **"Tobacco Free Kids - Faridabad"**
Integrating - "Tobacco Free Kids Movement" a Bloomberg Initiative (Global Tobacco Control - John Hopkins School of Public Health)
 - Tobacco is a pan India menace with Children starting tobacco use as early as 8 to 15 years as per reported studies. Children need to be sensitized against this to deter them from this habit.
 - Dedicated Awareness programs will be done for school children use under this program.

- Those children who are already into habit of tobacco will be counselled effectively and followed up by a specialized tobacco cessation expert.

4. Celebration of Special Days of Oral Health Importance and other awareness activities:

- Marking certain days of oral health importance helps create awareness about them and is an opportunity to promote Oral Health amongst the masses. We propose to celebrate days such as Children's Day, World Health Day and World No Tobacco Day, National Vaccination Day.

5. Referral for Advance treatment at Manav Rachna Dental College and Hospital

- Arrange for follow up treatment of the screened at Manav Rachna Dental College and Hospital
- Encourage parents to accompany children for treatment to the hospital (camp benefits will be extended to parents also)