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Government of National Capital Territory of Delhi

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e-Stamp

Certificate No. : IN-DL17896348327306U
 Certificate Issued Date : 12-Apr-2022 12:30 PM
 Account Reference : IMPACC (IV)/ dl851303/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL85130323201750548620U
 Purchased by : MAX HEALTHCARE INSTITUTE LIMITED
 Description of Document : Article 5, General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MAX HEALTHCARE INSTITUTE LIMITED
 Second Party : Not Applicable
 Stamp Duty Paid By : MAX HEALTHCARE INSTITUTE LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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This E-Stamp taken is an integral part of the attached agreement by & between Max Healthcare Institute Limited and Mewar University dated 12/04/2022



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App or 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 this certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT

This Agreement ("Agreement") is made and entered into on this 12th day of April 2022 by and between:

1. **MAX HEALTHCARE INSTITUTE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 401, 4th Floor, Man Excellenza, S. V. Road, Vile Parle (West), Mumbai 400018 (hereinafter referred to as the "MHIL", which expressions shall, unless repugnant or contrary to the context or meaning hereof be deemed to mean and include its affiliates, successors and permitted assigns);

and

2. **Mewar University** NH – 79, Gangrar, Chittorgarh, Rajasthan-312901 (hereinafter referred to as "University" which term shall unless contrary to the context mean and include its assignees, executors, legal heirs & successors).

MHIL and Mewar University are hereinafter collectively referred to as the Parties and individually as the Party.

WHEREAS:

1. MHIL is in the business of providing healthcare and has established an institute 'Max Institute of Medical Excellence' ("Institute") to impart training to various clinical and paramedical staff in various areas of clinical care.
2. The University imparts medical education in various departments such as physiotherapy, MLT, CVT, BSc Dialysis, BSc Respiratory, B Pharma, & BSc Cardiac care etc. and is desirous of seeking internship for its students ("Candidates") through the Institute.
3. MHIL, based on the representation and warranties of the University contained hereinafter, has agreed to provide the requisite internship to the Candidates through the Institute at its healthcare facilities mentioned in Schedule I hereto ("Hospital(s)").

NOW THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1. The University shall be responsible for assigning Candidates to the Institute for the internship, as set out in the University's course descriptions and objectives. The University shall notify the Institute one (1) month in advance of the planned schedule of the internship, including the dates and the number of Candidates. The schedule shall be subject to written approval by the Institute.
2. All training during the internship to the Candidates shall be the responsibility of the Hospitals' physicians that are employed by MHIL. The Institute shall confirm the Hospital(s) where the internship can be carried out based upon the availability of infrastructure, teaching facilities and faculties in those Hospitals.
3. The University, with the Institute's approval, shall select Candidates for the internship.
4. The Hospital shall make available appropriate internship, consistent with patient's rights and with the course description and objectives outlined in respective curriculum of the University, enabling the Candidates to meet the objectives of the educational program.



5. The term of this Agreement shall be for a period of one (1) year from the date of its execution and thereafter same may be renewed for further period as per mutual consent of both the parties herein.
6. The Hospital(s) shall evaluate the performance of the assigned Candidates and the Institute shall issue a 'Certificate of Participation' at the end of the internship program.
7. The University will maintain and retain all records and reports of each Candidate's internship and shall make these records available to the Institute upon request.
8. The University and the Institute shall maintain ongoing communication to coordinate the scheduling of the internship. The Institute and the University shall designate a coordinator who shall coordinate and supervise the Candidate(s) while at the Hospital.
9. In case of a Candidate suffering any illness or injury during the internship, the Hospital will provide emergency care to the Candidate at the Candidate's own expense.
10. In the event that care or treatment is required beyond the emergency, the Candidate shall be responsible for arranging such care or treatment and for all associated costs.
11. The University shall require Candidates to conduct themselves in accordance with the Hospital's rules and regulations. Upon request, the Hospital shall make such rules and regulations available to University and the Candidates for review as necessary.
12. The Institute may terminate any Candidate's assignment when a Candidate is unacceptable to the Institute for reasons of health, performance, or for other reasons which, in the Institute's reasonable judgment and to the extent allowed by law, cause the continued presence of such Candidate at any Hospital not to be in the best interest of the Hospital. Any such action will be reported by the respective Hospital to the University orally and in writing.
13. If either Party wishes to terminate this Agreement, written notice will be given to the other Party at least thirty (30) days in advance of such termination. Reasonable efforts will be made to ensure that Candidates enrolled for internship at the Hospital are afforded the opportunity to complete the experience at that Hospital.
14. The Institute and the University will not discriminate against any employee, applicant or Candidate enrolled in their respective programs because of age, handicap, colour, national origin, race, religion or gender, sexual orientation, social or political affiliation
15. **FEE:** In consideration of the Institute providing internship to the Candidates, the Candidates shall pay to the Institute a fee as mentioned in the below table:

S.No.	Course Name	Fee in INR	Internship Duration in Months
1	Physiotherapy	13120	6
3	Medical Lab Technology	14800	6
4	Cardio Vascular Technology	14800	6
5	B.sc (Dialysis)	14800	6
6	B.Sc (Respiratory)	14800	6
7	B.Pharma	14800	6
8	B.Sc (Cardiac care)	14800	6



The above Fee is inclusive of GST and other taxes.
10% special discount shall be provided on total internship fee of all mentioned courses.

Confidential Information. The term "Confidential Information" as used in this Agreement, shall include all information disclosed by either Party to the other, including but not limited to the following: (i) any and all information relative to hospitals, consulting companies, Hospital staff, Hospital contacts and Directors/Attending's/Residents information involved with planned Transactions communicated, either directly or indirectly by University to the Hospital, (ii) University client list; and (iii) any information relating to business relationships, business plans, financial data, business contacts or other information of the parties, (iv) any and all Information relative to Hospital and University Candidates, hospital relationships and accreditation initiatives divulged in the process of normal business between the parties.

- a. **Nondisclosure of Confidential Information.** Unless otherwise agreed to in writing, from and after the date of this Agreement, neither Party may divulge, sell or use any Confidential Information of the other Party, or allow any Confidential Information to be divulged or used, except as expressly permitted by the other Party.
- b. **Contact or Solicitation of Customers/Accounts.** The parties agree that as long as this agreement is in place, it will not solicit, divert or take away any Candidates or Medical Schools identified in the Confidential Information produced in conjunction with the Transactions.

For purposes of this Agreement, Candidates and visiting members of University faculty are considered part of the respective Hospital's workforce for purposes of access to and disclosure of protected health information. The Candidates and faculty shall respect the confidential nature of all information that they have access to in accordance with the policies and procedures of University and Institute/ Hospital. Any breach or violation of this clause shall be dealt strictly by Institute and as per the applicable law, which may include expulsion of the Candidate(s). Further, the University and the offending Candidate(s) shall, jointly and severally, be liable to indemnify and hold harmless the Institute and its Hospital(s) against all and any liability, cost, charges, fines, damages, court proceedings, orders, judgments (including reasonable attorney's fee) arising out of or in connection with breach of the provisions of this clause.

16. The University and the Institute agree with one another's operational, regulatory, licensure and accreditation requirements including but not limited to related surveys, audits and other reviews.
17. The Hospital agrees to provide Candidates with copies of, or access to, the Hospital's policies and procedures. The University and the Hospital acknowledge that Candidates shall ONLY use patients' personal health information for educational purposes at the Hospital.
18. Any amendments to this Agreement must be in writing and on mutual consent.
19. The Agreement shall be governed by the Laws of India and the competent courts at New Delhi shall have the exclusive jurisdiction to try any disputes out of or in connection to this Agreement.
20. Each Party agrees and undertakes on behalf of itself and its directors, officers, employees, agents, representatives and any other person acting for or on behalf of the foregoing, by whatever name called (a "Party Representative"), and shall ensure that its directors, officers, employees and Party Representatives, comply with each of the covenants laid herein below for the performance of their respective obligations under this Agreement.



- Each Party agrees and undertakes that it is aware of and shall comply with all Anti-Corruption laws.
- Each Party agrees and undertakes that it shall not, directly or indirectly, provide, make, offer, authorize, or accept, any payment, gift, promise, advantage or anything of value, including money, to or for the use or benefit of any Government Official under circumstances where the Party knew or ought to have known that all or a portion of such payment, gift, promise, advantage or thing of value would be offered, given or promised to:
 - (a) any Government Official (i) in order to influence any act or decision of the Government Official in their official capacity; (ii) to induce the Government Official to act or omit to act in violation of lawful duties or contrary to principles of honesty and integrity; (iii) to obtain, retain or direct business for, with or to the Party or any Party Representative; (iv) to secure any improper advantage; or (v) as a facilitation payment;
 - (b) any person, including a Government Official, in order to (i) influence such a person to act in breach of any fiduciary duty, duty of good faith, impartiality or trust; or (ii) to reward such a person for acting in the manner laid down in this sub-clause (i); or
- Each Party agrees and undertakes that it shall not commit any act or omission which causes or could cause the other Party to breach or commit an offence under the Anti-Corruption Laws.
- Each Party agrees and undertakes that it shall maintain complete and accurate books and records in accordance with the Anti-Corruption Laws, shall not disguise or improperly record any payment or transaction that may violate terms laid down hereunder, the Anti-Corruption Laws or under any other applicable law, including but not limited to payments to Government Officials.
- Each Party shall ensure that it maintains a system of internal controls sufficient to provide reasonable assurances that the Party's transactions and any disposition of Party assets are executed consistent with the authorization of management, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged. Each Party agrees to retain such books and records for a period of 7 (seven) years.
- Each Party agrees and undertakes to maintain adequate written policies and procedures to comply with all applicable international, national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official or any other person in any manner whatsoever including as set out hereunder, Anti-Corruption Laws or under any applicable law.
- Each Party shall ensure that its Party Representatives comply with the provisions set out in hereunder and under any related applicable law.
- In the event that any Party becomes aware that it or any Party Representative has breached an obligation hereunder or under any applicable law, it will promptly notify the other Parties, subject to the preservation of legal privilege.
- Neither Party or any of its subsidiaries or affiliates nor any of their respective directors, officers, employees, agents or representatives, is a Sanctioned Person.
- Nothing herein shall require any Party to perform any part of this Agreement or take any actions if, by doing so, the Party would not comply with the Anti-Corruption Laws or the provisions set out hereunder. It is clarified that the obligations in this clause shall survive the termination or expiry of this Agreement.
- For the purpose of this Clause, the following terms shall have the meaning set out herein:



- (a) **"Anti-Corruption Laws"** shall mean (i) (Indian) Prevention of Corruption Act, 1988; (ii) (Indian) Prevention of Money Laundering Act, 2002; and (iii) all applicable international, national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official or any other person.
- (b) **"Government Official"** means any (i) official, employee or any person acting in an official capacity for or on behalf of any branch of government, or any agency, ministry, or department of a government (at any level), (ii) director, officer or employee of an entity or instrumentality wholly or partially controlled by a government (for example, a state owned oil company), (iii) officer, employee, official or any person acting in an official capacity for or on behalf of any political party or public international organization, such as the United Nations or the World Bank, (iv) political party candidate, or (v) immediate family member (meaning a spouse, dependent child, sibling, parent, or household member) of any of the foregoing.
- (c) **"Sanctioned Person"** means a person that is at any time (a) the subject of Sanctions (b) located in or organized under the laws of a country or territory which is the subject of country- or territory-wide Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan, Syria or the Crimea region); or (c) owned 50% or more, or controlled by, any of the foregoing.

21. All notices to parties hereunder must be in writing, signed by the party giving it, and shall be served either personally or by certified mail, return receipt requested, and addressed as follows:

If to the University:

To:

Email ID:

Address:

If to the Institute:

To:

Email ID:

Address:

Or to such addressee as may be hereinafter designated by notice. All notices become effective only when received by addressee.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized officer on the day and year first above written in the presence of the subscribing witnesses.

Party	Max Healthcare Institute Limited	Mewar University
Signature		
Name	Rakesh Kaushik	Mr. Harish Gurnani
Designation	Director, Legal & Regulatory Affairs	Director
Witness		
Signature		
Name		
Address		

SCHEDULE 1

The list of Hospital(s):

S. No.	Hospital Name	Address	City	state
1.	Max Super Speciality Hospital, Saket	West Block, 1 Press Enclave Road, Saket, 110020 New Delhi	Delhi	Delhi
2.	Max Super Speciality Hospital, Shalimar Bagh	C and D Block, Shalimar Place Site, Shalimar Bagh, 110088 New Delhi	Delhi	
3.	Max Multi Speciality Centre, Panchsheel Park	N 110, Block N, Panchsheel Park North, Panchsheel Park, 110017 New Delhi, DL	Delhi	

