MEMORANDUM OF UNDERSTANDING (MOU)

Between

K.R. MANGALAM UNIVERSITY
THE COMPLETE WORLD OF EDUCATION

K.R. MANGALAM UNIVERSITY

Sohna Road, Gurugram (Haryana)-122103

And

asian
Institute of Medical Sciences

ASIAN INSTITUTE OF MEDICAL SCIENCES

Faridabad, Haryana 121001

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed on the 19th May 2025 at K.R. Mangalam University, Gurugram (Haryana).

BY AND BETWEEN

K.R. Mangalam University, Sohna Road, Gurugram – 122103, Haryana, India (Delhi NCR Region), a state private university established under the Haryana Private Universities (Amendment) Act 2013, (Act No.08 of 2013) and under section 2(f) of the UGC Act, 1956 and empowered to award degrees as specified under section 22 (C), through its **Registrar**, presently **Dr. Rahul Sharma** duly authorized to enter into and sign an MOU on behalf of K.R. Mangalam University (hereinafter referred to as **KRMU**), PARTY **OF THE FIRST PART**.

AND

Asian Institute of Medical Sciences, located at Badkhal Flyover, Sector 21A, Faridabad, Haryana 121001, through its **Medical Superintendent**, presently **Dr. Hilal Ahmed** duly authorized to sign an MOU on behalf of **Asian Institute of Medical sciences**, of the PARTY **OF THE SECOND PART**. The expression University and Asian Institute of Medical sciences shall mean and include the Institutions/Organizations, their successors, appointees, assignees etc. The University & Asian Institute of Medical sciences, wherever the context requires, be individually referred to as the PARTY and collectively referred to as the PARTIES. Whereas the University offers in its curriculum courses in the field of Physiotherapy and Rehabilitation Sciences for which Asian Institute of Medical sciences is willing to provide hands -on practical training to the students.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. SCOPE

a. The University agrees to offer to the students the Bachelor of Physiotherapy (hereinafter referred to as the "Identified Courses"), which on taking stock of the requirement, availability of infrastructure with the University and facilities for practical training at Asian Institute of Medical sciences, may be amended / modified as may be mutually agreed between the parties hereto,

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b. The University may, at its discretion and on mutually agreed terms, seek support from Asian Institute of Medical sciences for research projects/consultancy/patents, symposia, conferences, seminars, training, joint health camps & scholarly meetings aimed at enhancing practical skills, and knowledge of the students and the faculty.

c. Parties hereto agree that the academic responsibility for the Identified Courses will solely be that of the University and Asian Institute of Medical sciences will be responsible for practical exposure to the students.

2. ROLE AND RESPONSIBILITIES

2.1 Role of the University

i. The University shall be responsible for arranging resources and infrastructure at its premises required for delivery of Identified Courses. The responsibility for arranging the resources and infrastructure at the premises of Asian Institute of Medical sciences shall rest with Asian Institute of Medical sciences.

ii. The University shall develop the curriculum for the identified Courses (in consultation with Asian Institute of Medical sciences)

iii. The University shall, in the manner prescribed by regulatory authority(s), admit students possessing requisite qualifications for admission to the identified course).

iv. The University shall recruit the required faculty for the Identified Courses to conduct theory & practical classes at its campus.

v. The University shall be responsible for conducting examinations and awarding degrees to the students. Asian Institute of Medical sciences will issue a certificate of exposure to the students successfully completing the training.

vi. The University shall arrange to & fro transport facility for students from The University campus to Asian Institute of Medical sciences,

vii. The University shall depute 01 (one) instructor, if required to accompany and supervise the students at Asian Institute of Medical sciences. The number of students in each batch shall be decided by the parties by mutual consultation.

viii. The University shall obtain necessary approvals and licenses as may be required for starting the identified Courses and performing such other activities as may be required for the purpose of successful completion of the identified Courses. Asian Institute of

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Medical sciences, in this behalf, shall not be held responsible for non-compliance of the requirement of law or consequences thereof.

ix. The University, as per the University norms, shall reimburse to Asian Institute of Medical sciences the cost and expenses incurred by Asian Institute of Medical sciences and Visiting Faculty in performing their roles and responsibilities on the University premises, within 15 (fifteen) days from the receipt of invoice and supporting documents from Asian Institute of Medical sciences. The University shall be solely responsible for arranging funds, resources and infrastructure required for successful initiation and implementation of the Identified Courses. It is hereby clarified that Asian Institute of Medical sciences shall not be responsible for incurring any costs, expenses or liability towards initiation and implementation of the identified Courses other than the cost incurred by Asian Institute of Medical sciences in performing its roles and responsibilities as set out in Clause 2.2 below.

x. **The University shall:**

a. endeavor and insist on its interns/students/trainees, while on the premises of Asian Institute of Medical sciences, during the Term of this MOU, to comply with the rules and regulations prescribed by Asian Institute of Medical sciences relating to including but not limited to the conduct of the interns/students/trainees and not interfering with or obstructing the operations of Asian Institute of Medical sciences. The students should maintain harmonious relations with the patients, their attendants/ visitors, employees and staff of Asian Institute of Medical sciences.

b. endeavor and insist on regular attendance of its enrolled/ selected interns/ students/ trainees during their enrolment in the Identified Courses at Asian Institute of Medical sciences. It is hereby clarified that the interns/ student Volunteers/ trainees during their training at Asian Institute of Medical sciences shall be under the supervision and control of the Head of Department (HOD), which they are attached to.

c. endeavor and insist on its students to maintain strict confidentiality of the terms and conditions of this MOU including information gathered by them/ which comes to their knowledge while at premises of Asian Institute of Medical sciences during their enrolment in the identified courses. The University shall ensure that each of its enrolled students signs a separate confidentiality agreement with Asian Institute of Medical sciences before its enrollment in the Identified Course.

xii The University shall undertake additional courses, as may be suggested by Asian

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Institute of Medical sciences. In case the University refuses or fails to commence such additional courses within a mutually agreed time frame, Asian Institute of Medical sciences shall be at liberty to collaborate, in respect of such courses, with a third party.

xiii. The University shall undertake and perform such other responsibilities as may be necessary for the successful initiation and implementation of the Identified Courses.

xiv. The University agrees to maintain confidentiality of the Information disclosed, exchanged or otherwise shared by Asian Institute of Medical sciences under this MOU. The University further agrees that sharing or parting of any confidential information by Asian Institute of Medical sciences is only for the limited purpose of implementation of the covenants of this MOU. The University shall not use or disclose any Confidential Information of Asian Institute of Medical sciences to a third party/ persons or agencies without the prior written consent of Asian Institute of Medical sciences.

2.2 Roles and Responsibilities of Asian Institute of Medical sciences

1. Asian Institute of Medical sciences, from time to time, would make available its physicians and consultants ("Visiting Faculty") to take classes and deliver lectures in Identified Courses at campus/location of the University. The visiting Faculty shall be available as per a mutually agreed schedule.

2. Asian Institute of Medical sciences would offer practical and/ or clinical training at the Clinical premises to the students pursuing the Identified Courses. Asian Institute of Medical sciences shall provide the students rotatory observer ship/ internship at the Hospital premises.

3. Asian Institute of Medical sciences will help the School of Physiotherapy & Rehabilitation Sciences of the University in setting up labs for the Identified Courses and will provide additional lab support in the case required for the said courses.

3. TERMS AND CONDITIONS:

1. That Asian Institute of Medical sciences on the request of the University will extend its facilities and provide short-term training to students and faculty members of the University in their areas of specialization.
2. The Scientists/ Senior Physician/ Consultant of Asian Institute of Medical sciences may be invited to deliver lectures in specific courses or to conduct seminars at the University on as may be mutually agreed.

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3. The Terms of this MOU will be five (5) year from the date of signing of the MOU. However, the term of the MOU may be extended by mutual consent in writing of both the parties.
4. The MOU may be terminated, at one month's notice, by either party at any time provided However, the termination of the MOU would not affect the operation of the MOU in respect of students who have already been admitted to the identified course. This MoU or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.
5. A joint committee with two members from each side shall be set up to periodically review the progress of implementation of this MOU.
6. In the event of any dispute arising out of this Memorandum of Understanding or in its enforcement, the parties to this MOU will resolve the same amicably. However, if the dispute remains unresolved, it shall be referred to an independent arbitrator appointed as per the provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the party concerned. The seat of arbitration shall be Gurugram (Haryana).

4. CONTACT PERSON DETAILS OF BOTH PARTIES:

For K.R. Mangalam University	**For Second party**
Name of Originator/ Dean of School/ Head of the Deptt. Dr. Shweta Kumar (PT) and Dr. Mamta Shankar (PT)	**Name of contact person or in charge of MOU.** Dr. Amit Pandey HoD Department of Physiotherapy, Asian Institute of Medical sciences Faridabad, Haryana, 121001
Contact No.: 9717978381	**Contact No.: 9711431490**
E- Mail Id: shweta@krmanagalm.edu.in, dean.sprs@krmangalam.edu.in	**E-MailId:** amitpandey@aimsindia.com

5. FINANCIAL ARRANGEMENTS:

The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programs and activities contemplated under this MOU, including without limitation its own costs and expenses in travel and accommodation.

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6. RELATIONSHIP:

The Parties herein are independent entities. This MoU does not create any agency, partnership, joint venture or any other business relationship between the Parties. The Parties shall not in any manner whether during the Term or at any time, thereafter, make any commitments on behalf of the other Party, without its prior written approval.

7. INTELLECTUAL PROPERTY RIGHTS:

Neither Party shall use the intellectual property rights owned by the other Party, its group companies, and the respective right holders (as the case may be), except for the purpose of this MOU and to the extent and in a manner as permitted by such Party in writing. Upon expiry or termination of this MOU, the Parties shall forthwith cease using the intellectual property as may be permitted by the other Party to use pursuant to this MOU and return all documents, materials etc. containing the said intellectual property.

8. USE OF NAME AND BRAND/ LOGO:

K.R. Mangalam University will not use the name or logo of Second party, nor of any member of Second party's staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Second Party. Second Party will not use the name or logo of K.R. Mangalam University, or any employee of K.R. Mangalam University, in any publicity, advertising, or news release without the prior written approval of K.R. Mangalam University.

9. CONFIDENTIALITY:

Neither Party shall, during the subsistence of this MOU and thereafter, disclose to any third party any confidential or proprietary information disclosed to it by disclosing Party or otherwise gained by receiving Party pursuant to this MOU, without the prior written consent of the disclosing Party. Upon expiry or termination of this MOU, the receiving Party shall forthwith cease using the confidential information of the disclosing Party and return all the documents, materials, property (tangible and intangible) and information of receiving Party that it may have in its possession, without retaining any copies.

10. GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed and construed in accordance with the laws of India. In relation to any legal action or proceedings arising out of or in connection with this Agreement, each Party hereto irrevocably submits to the jurisdiction of courts in Gurgaon, Haryana.

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This MOU represents the understanding and agreement between K.R. Mangalam University and Asian Institute of Medical Sciences regarding their collaborative partnership in various areas of education. Both parties hereby agree to abide by the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as of the date written above.

This Memorandum of Understanding is prepared in two duplicate copies; each party will hold one original duly signed.

This MOU is to become effective when both representatives of each institution have signed below, respectively.

For and on behalf of
K. R. Mangalam University

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

Dr. Rahul Sharma
Registrar
K. R. Mangalam University
Gurugram (Haryana)-122103

Date: 19.05.2025

For and on behalf of
Asian Institute of Medical Sciences

Asian Institute of Medical Sciences
(A Unit of Blue Sapphire Healthcares Pvt. Ltd.)
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Faridabad - 121001

Dr. Hilal Ahmed
Medical Superintendent
Asian Institute of Medical Sciences
Faridabad, Haryana (India)

Date: 19.05.2025

WITNESSES:

1. _____
(Signature, Name Designation)

2. _____
(Signature, Name Designation)

1. _____
(Signature, Name Designation)

2. _____
(Signature, Name Designation)