# SANTOSH Deemed to be University



3.7.2 Presence of functional MoUs with Institutions/ industries in India and abroad for academic, clinical training / internship, on-the-job training, project work, student / faculty exchange, collaborative research programmes etc., during the last five years

\*To View documents click on page number

# E-copies of the functional MOU's-2020

No.	Title of the MoU	Page No.
1.	App based technical support for Tobacco Cessation Centre	1-5
2.	ONCOLOGY	6-10
З.	Observership for the oral and maxillofacial pathology & oral microbiology students	11-14
4.	To secure alternative equipment for Blood bank of Santosh Medical and Dental College Hospitals	15-18
5.	Research Consultancy (Survey for the introduction of new toothpastes in the Indian population)	19-23
6.	Strategies of improving health of the patients- especially women and children belonging to the Economically weaker sections of the society	24-27
7.	Organising Health Camps for the daily wage workers of Atriksh India Group	28-30
8.	Teaching / Training support for students and Faculty members	31-33
9.	Insignia Clinical Trial	34-61
10.	SPROUT-An Innovation Connect (Special Program for Researcher from University- Technoreneurs	62-68
11.	Industry Academia Collaboration for Research & Training	69-72
12.	Training for Qualified Medical Staff	73-76
13.	Teaching / Training support for students and Faculty members	77-79
14.	Medical Coding & Hospital Management	80-84
15.	Industry Academia for Academic Activities	85-88
16.	Certificate Course on Sports Physiotherapy	89-93
17.	Guest editorial	94
18.	Academic Expertise Collaboration	95-97
19.	NOVA ALIGN	98
20.	INFLIBNET, IUC of UGC	99-102



### BETWEEN

# SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD,

### NCR DELHI

AND



ICANCARE (LIFE BEYOND CANCER) INNOVATIVE CANCER CARE AND REHABILITATION PVT. LTD., SHOP-2,FF, OMAXE GREEN VALLEY PLAZA, SECTOR-42

FARIDABAD - 121 001, HARYANA, INDIA

No. 1, Santosh Nagar, Ghaziabad -201 009 (Delhi-NCR) +91-120-4933353/63/73 santosh@santoshdeemedtobeuniversity.com admin@santosh.ac.in

www.santosh.ac.in

Page 1 of 102

# MEMORANDUM OF UNDERSTANDING BETWEEN SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI

#### AND

# ICANCARE (LIFE BEYOND CANCER) INNOVATIVE CANCER CARE AND REHABILITATION PVT. LTD., SHOP-2,FF, OMAXE GREEN VALLEY PLAZA, SECTOR-42 FARIDABAD – 121 001, HARYANA, INDIA

#### \*\*\*\*

The Santosh Deemed to be University, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education to all including Research and Innovation. The University, at its various Medical and Dental Departments are charged with the responsibility of training individuals on various scientific skills in various front-line areas of importance for the Nation. The University is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry.

**Innovative Cancer Care and Rehabilitation Pvt. Ltd.** (ICanCaRe) is a health tech start-up working in providing innovative solutions in the field of cancer prevention, care & rehabilitation, striving to make life comfortable and easy beyond cancer for all winners and survivors ICanCaRe is recognized as Start-up by DPIIT, Government of India, incubated at Gujarat University Start-up and Entrepreneurship

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Page: 2 of 5

Council (GUSEC) and is lifetime member of Millennial India International Chamber of Commerce Industry & Agriculture (MIICCIA).

**ICanCaRe** is a group of people who believe in winning over cancer rather than just overcoming or surviving it. Our team works exclusively in preventive healthcare and has pioneered online solution for Tobacco Cessation, to provide support & treatment for the complex disease of Tobacco! Through our mission **"SAVE the Youth"** we have created awareness about cancer and tobacco across India amongst a million people. Using latest technology, we have brought preventive care on fingertips in an effort to reduce the growing incidence, prevalence and menace of tobacco in the society.

The Santosh Deemed to be University, Ghaziabad, NCR Delhi, and the ICanCaRe, Faridabad, henceforth enter into a Memorandum of Understanding with the following terms and conditions:

- THAT the First party will provide necessary physical facilities for the establishment of the Tobacco Cessation Clinic at Santosh Dental College and Hospital, with Digitalized and fully equipped Tobacco Cessation Centre powered by ICanCaRe App for intervention and followup
- 2. THAT the Second party will provide necessary technical support and ICanCaRe App to the First Party for smooth functioning of Tobacco Cessation Centre that is established.

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Page: 3 of 5

Page 3 of 102

- 3. THAT the parties shall indulge in Knowledge exchange as Academic partners on mutual consent.
- 4. THAT the Second party will provide Academic Expertise in the area of Tobacco Cessation control along with screening and early detection of Oral Cancers.
- 5. THAT the parties shall on mutual consent share the copyrighted books and materials among the partners and can explore the possibilities of co-branding with Santosh Dental College and Hospital and make available to all Dental Centers, Faculty, Students and Patients.
- 6. THAT both the parties shall on mutual consent schedule / organize / conduct Seminars and Webinars for faculty and students on Tobacco Cessation, Oral screening and Cancers.
- 7. THAT the First party shall provide necessary certificates for such programmes conducted in collaboration with both the parties to the faculties and students at various levels.
- 8. THAT both the parties on mutual consent conduct Community programme activities to the common public within the campus / at Pratap Vihar and Ghaziabad regions with prior approvals from the authorities of the Institutions.
- 9. THAT there shall be proper official communications and proper approval processes followed for financial obligations (if any) on mutual consent and agreement on case to case basis.
- 10. THAT the term of this Memorandum of Understanding will be
  3 (three) years from the date of execution of the Memorandum of Understanding.

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Page: 4 of 5

Page 4 of 102

11. THAT either of the parties is free to terminate the present MoU with mutual consent with a prior notice of not less than 6 months by either of the parties processing for the termination.

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE OF:

#### Second party

Signature:

Name : RISHABH AGAARWAL

Designation : Director & CEO

On behalf of ICanCaRe, Innovative Cancer Care and Rehabilitation Pvt. Ltd., Shop-2, FF, Omaxe Green Valley Plaza, Sector-42, Faridabad – 121 001, Haryana, India

E-mail ID: <u>rishabh@icancare.in</u> <u>admin@icancare.in</u>

Contact No.: 9971011169

### **First party**

Signature: ... Name : DR. V.P. GU REGISTRAF **Designation : Registrar** On behalf of Santosh Deemed to be University, Ghaziabad, NCR Delhi.

E-mail ID: registrarsantosh@gmail.com registrar@santosh.ac.in

Contact No.: 7838888790

Page: 5 of 5

Page 5 of 102



### BETWEEN

# SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD. NCR DELHI- 209001

### AND

# **DEPARTMENT OF ONCOLOGY SARVODAYA HOSPITAL & RESEARCH CENTRE SECTOR-8, FARIDABAD**

HARYANA

MANT GUP HOD & Sr. Consultant

10

Sarvodaya M.B.B.S.

Cancer Institute M.D. (General Medicine)

M.B.B.D., M.D. (Jetteral Meduci D.M. (Oncology) Registration No.: DMC-26973 No. 1, Santosh Nagar, Ghaziabad -201 009 (Della Strick) of 5 santosh@santoshdeemedtobeuniversity.com +91-120-4933353/63/73 admin@santosh.ac.in

### www.santosh.ac.in

Page 6 of 102

# MEMORANDUM OF UNDERSTANDING BETWEEN SANTOSH DEEMED TO BE UNIVERISTY, GHAZIABAD, NCR DELHI AND DEPARTMENT OF ONCOLOGY SARVODAYA HOSPITAL & RESEARCH CENTRE, FARIDABAD, HARYANA

The Santosh Deemed to be University, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education to all including research and innovation, The University, at its various Medical and Dental Departments is charged with the responsibility of training individuals on various scientific skills in various front line areas of importance for the Nation and is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry by undertaking Institutions/Industries offering various skills development/vocational courses.

The Sarvodaya Hospital and Research Centre, Faridabad, Haryana, is a fully operational super-specialty wing, a scale of world-class services and facilities, proactive stress of cutting-edge R&D and continuous learning, and a professional team focused on delivering exceptional care with a personal touch. The hospital is amongst the finest health care destinations in Delhi NCR, and certainly the most preferred in Faridabad. The Department of Oncology, under the mentorship of the Head of the department, is engaged



Page 2 of 5

Page 7 of 102

in providing various diagnostics & specialty treatment and consultancy services to the community and conducts various skill development and fellowship programmes, in the field of ONCOLOGY.

The following terms and conditions have been agreed by both the parties under the Memorandum of Understanding:-

1. THAT the formal training / Observership for the <u>students and</u> <u>faculty members</u> of the <u>DEPARTMENT OF ORAL PATHOLOGY &</u> <u>MICROBIOLOGY</u> and <u>DEPARTMENT OF ORAL & MAXILLOFACIAL</u> <u>SURGERY</u> shall be provided in the <u>DEPARTMENT OF ONCOLOGY,</u> <u>SARVODAYA HOSPITAL & RESEARCH CENTRE, FARIDABAD,</u> <u>HARYANA</u>

2. THAT both parties shall encourage interactions between the Dean, Faculty members and Students of both the organizations on mutual agreement.

3. THAT both parties shall indulge in exchange of personnel through deputation as per the Rules of the respective institute for limited periods on mutual consent.

4. THAT both parties shall frame Regulations / Guidelines for obtaining approval from various Management to offer Skill Development / Certificate / Value Added programmes on mutual consent.



Page 3 of 5

5. THAT the first party will permit Students and faculty from the ORAL PATHOLOGY & MICROBIOLOGY DEPARTMENT OF and **DEPARTMENT OF ORAL & MAXILLOFACIAL SURGERY** for mutually approved Skill / Certificate / Value Added Courses / Observership agreed upon.

6. THAT Appropriate Evaluation process and Certificate will be designed and issued on mutual agreement and to be signed by Authorized Signatories of both the parties.

7. THAT both the parties shall make provisions to share their respective facilities in order to promote the said academic expertise on mutual consent agreed upon.

8. THAT both the parties shall provide access to the library facilities, members of faculty and students as per the prevailing rules and norms in the respective Institution.

THAT neither of the partners shall publicize any other things not 9. outlined in this MoU without knowledge of the other.

THAT in any of the above activities, the financial aspects, if involved, 10. shall be borne by the respective Institutions and will be considered case to case basis on mutual consent.



11. THAT this MoU shall be effective from the date of signing of both the parties.

12. The duration of the MoU shall be for a period of 3 year from the effective date. During its tenancy, the MoU may be extended or terminated by the prior notice of not less than two months by either of the parties. However, termination of the MoU will not in any manner effect the interests of the students / faculty who have been admitted to pursue the programmes under the MoU.

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE OF:

Second party Signature: ..... AC-26973 : DR. SUMANT GUP Name

Designation : Head of the Department

On behalf of Department of Oncology, Clinical Head Academic Services, Sarvodaya Hospital & Research Centre

E-mail ID: drsumantgupta@gmail.com

Contact No.: 9818628242

<u> </u>	First party
Signature	fer 25-2.20
Name	: DR. V.P. GUPTA
Designati	on : Registrar

On behalf of Santosh Deemed to be University, Ghaziabad, NCR Delhi.

E-mail ID: <u>registrarsantosh@gmail.com</u> <u>registrar@santosh.ac.in</u>

Contact No.: 7838888790

Page 5 of 5



BETWEEN

# SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD. NCR DELHI- 209001

AND

# YASHODA SUPERSPECIALITY HOSPITAL & HEART INSTITUTE NEHRU NAGAR, GHAZIABAD

No. 1, Santosh Nagar, Ghaziabad -201 009 (Delfit MCR) of 4 +91-120-4933353/63/73

santosh@santoshdeemedtobeuniversity.com admin@santosh.ac.in

www.santosh.ac.in

Page 11 of 102

# MEMORANDUM OF UNDERSTANDING BETWEEN SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD. NCR DELHI- 209001 AND

# YASHODA SUPERSPECIALITY HOSPITAL & HEART INSTITUTE NEHRU NAGAR, GHAZIABAD

The Santosh Deemed to be University, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education to all including research and innovation. The University, at its various Medical and Dental Departments is charged with the responsibility of training individuals on various scientific skills in different front line areas related to the importance of health for the Nation. It is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry by undertaking collaboration with Institutions / Industries offering various skills and research in the area.

**Yashoda Super Speciality Hospitals** has many milestone achievements to its credit including **NABH & NABL accreditations** in the field of medical excellence. The hospital also provides medical services to **international patients** as a mode of **Medical Tourism**. These achievements have been a result of the clear vision and mission to deliver committed and dependable **medical care** to our served community.

Page 2 of 4

The following terms and conditions have been agreed by both the parties under the Memorandum of Understanding:-

- 1. That Observership for the students from the DEPARTMENT OF ORAL AND MAXILLOFACIAL PATHOLOGY & ORAL MICROBIOLOGY of the First party shall be provided in the YASHODA SUPERSPECIALITY HOSPITIAL & HEART INSTITUTE, Nehru Nagar, Ghaziabad.
- THAT both the parties shall make provisions to share their respective facilities in order to promote the said academic expertise on mutual consent agreed upon.
- 3. THAT both the parties shall provide access to the library facilities to members of faculty and students as per the prevailing rules and norms in the respective Institutes.
- 4. THAT neither of the partners shall publicize any information not outlined in this MoU without knowledge of the other.
- 5. THAT in any of the above activities, the financial aspects, if involved, shall be borne by the respective Institutions and will be considered case to case basis on mutual consent.

6. THAT this MoU shall be effective from the date of signing of both the parties.



Page 3 of 4

7. The duration of the MoU shall be for a period of 3 years from the effective date. During its tenancy, the MoU may be extended or terminated by the prior notice of not less than two months by either of the parties. However, termination of the MoU will not in any manner effect the interests of the students/faculty who have been admitted to pursue the programs under the MoU.

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE OF:

#### Second party

Signature:

Name : Ms. Megha Sabherwal

**Designation : Head-HR & Operations** 

On behalf of Yashoda Superspeciality Hospital & Heart Institute, Ghaziabad

E-mail ID: megha@yashoda.org

Contact No.: 9650570705

Signature:						
Name DR. V.P. GUPTA						
Designation : Registrar						
On behalf of Santosh Deemed to be University, Ghaziabad, NCR Delhi.						

**First party** 

E-mail ID: <u>registrarsantosh@gmail.com</u> <u>registrar@santosh.ac.in</u>

Contact No.: 7838888790

Page 4 of 4

### BETWEEN

# BLOOD BANK, SANTOSH MEDICAL AND DENTAL COLLEGE

#### HOSPITALS

### (Reg No. 05/SC/P of 2001)

# SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD,

#### NCR DELHI

AND

# LIFE LINE BLOOD BANK (Reg No. 2004-07. UP/B&BP) (A UNIT OF "JIVAN DAYINI CHARITABLE TRUST" REGISTERED) GHAZIABAD, UTTAR PRADESH

Page: 1 of 4

### MEMORANDUM OF UNDERSTANDING BETWEEN

# BLOOD BANK, SANTOSH MEDICAL AND DENTAL COLLEGE

#### HOSPITALS,

# SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI

#### AND

### LIFE LINE BLOOD BANK

#### GHAZIABAD, UTTAR PRADESH

Date of MOU: 03.11.2020 Valid up to: Open ended

\*\*\*\*

#### Duration

1

From 03/11/2020 until terminated by either party (agreement to be reviewed annually).

#### 2 Service Objectives

The objective of this Agreement is to secure alternative equipment for Blood Bank Santosh Medical and Dental College Hospitals and related services to a level that satisfies the requirements of the Blood Safety and Quality Regulations.

#### 3 Services to be covered

The main elements of the services to be covered by this agreement are:

Provision of Alternative equipment in case of any eventuality.

In case of break down of any equipment/eventuality, Blood Bank Santosh Medical and Dental College Hospital can utilize the services and equipment of Life Line Blood Bank. Blood Bank can utilize facility for any testing purpose, component separation or storage.

In case of break down of any equipment/eventuality, Life Line Blood Bank can utilize the services and equipment of Blood Bank, Santosh Medical and Dental College Hospitals. Blood Bank can utilize facility for any testing purpose, component separation or storage.

#### 3 Location

Santosh Hospital Blood Banking services are provided from the Room no 222, second floor of Santosh Hospital, Ghaziabad. Life Line Blood bank is located at III-B / 2 Nehru Nagar, Ghaziabad. Both the blood bank operates in compliance with the Blood Safety and Quality Regulations.

#### 4 Quality Management Specification

The originating Blood Bank undertakes to ensure that all blood and blood components will be accompanied by appropriate documentation and will be transported in a validated manner which ensures that the blood remain within specification throughout the transport period and until they are transferred to controlled temperature storage.

Page: 2 of 4

Page 16 of 102

The supplying and receiving Blood Banks will adhere to the quality system for blood banks as required by the Drug and Cosmetic act. Where relevant, the following particulars will apply:

- There are standard operating procedures for the storage, and transport of blood and blood components within both the Blood Banks,
- Blood components will be transported in accordance with the Regional/National Transfer Policy.
- "Cold chain" procedures, supported by documentary evidence, ensure specified temperatures and storage conditions are satisfactorily maintained at all times.
- Staff receive appropriate and regularly updated training in all of the above activities and appropriate records of this training are kept.

5 Traceability

It is essential that there is complete traceability for all units transferred.

Full records will be maintained of the transfer and return of all components and there will be a documented process in place to confirm the member of staff who transported and received the components.

The originating Blood bank will be responsible for full final traceability of units transferred to the other Blood Bank. At the time of transfer the originating Blood Bank will record that the units have been transferred. One trained technician will accompany. Technician accompanying the blood will be responsible for appropriate use of equipment and processing of components/testing, with permission and in presence of the staff of other Blood Bank where the facilities are being used.

#### 6 Transport

Originating Blood Bank will be responsible for providing transport required for all products and will be responsible for all units in transit until their arrival at the receiving hospital has been documented.

#### 7 Charging

THAT there shall be "No" financial commitments / obligations by both the parties for extending their mutual support and consent

#### 9 Compliance

The originating blood bank will wish to assure themselves that the procedures and practices within the receiving blood bank satisfy the requirements of this Agreement.

#### 10 Remedies for Non-Performance

In the event of either party not performing according to the agreed terms of this Technical Agreement, the following procedures will apply: -

- Where one party considers that the other party has failed to meet its obligations, that party will initiate a meeting with the other within four weeks.
- Following the meeting, the party which has not performed adequately will be given four weeks to
  Following the meeting, the party which has not performed adequately will be given four weeks to
  resolve the issue, to the satisfaction of the other party. There will be joint discussion between both
  parties to reach a mutually acceptable outcome.
- Parties to reach a mutually acceptable outcomer
   Where non-performance has not been rectified within the agreed timescale, the non-performance
   where non-performance has not been rectified within the agreed timescale, the non-performance
   can be taken through identified performance management arrangements. The local Hospital can be taken through identified performed and the Chair of that committee will ensure the issue is Transfusion Committee will be informed and the Chair of that committee will ensure the issue is resolved in an acceptable timescale. Where this is not achieved the HTC Chair will escalate the matter as appropriate.

Page: 3 of 4

Page 17 of 102

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE OF:

Second party First party RMA Signature: ... SHA Signature: .. : Dr. H. L. Sha macal OFFICER NICHARGE CT.) LOOD BANK NI CHARITABLE TRUST) Name Name Dr. Alpana Agraw NAGAR, GILAZIABAD 20 Designation : Medical Officer In-charge, Medical Superintendent, Designation III.B. Life Line Blood Bank A Santosh Hospital dical Col On behalf of Santosh Deemed to be On behalf of Life Line Blood Bank (A unit of University, Ghaziabad, NCR Delhi.

Jivan Dayini Charitable Trust)

E-mail ID: drhls78@gmail.com Contact No.: +919312400576

E-mail ID: ms@santosh.ac.in Contact No.: +91 9811191935

Page: 4 of 4



BETWEEN

### SANTOSH DEEMED TO BE UNIVERSITY

**GHAZIABAD, NCR DELHI** 

### AND

CLOVE DENTAL GROUP OF CLINICS, DELHI 2ND FLOOR, NEW BLOCK, RK KHANNA TENNIS STADIUM, DLTA COMPLEX, 1, AFRICA AVENUE, NEW DELHI – 110029

clove :)

No. 1, Santosh Nagar, Ghaziabad -201 009 (Delhi-NCR) +91-120-4933353/63/73 REGISTRAR

admin@santosh.ac.in

santosh@santoshdeemedtobeuniversity\_com

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Page 19 of 102

# MEMORANDUM OF UNDERSTANDING BETWEEN SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI AND

# CLOVE DENTAL GROUP OF CLINICS, DELHI, 2<sup>ND</sup> FLOOR, NEW BLOCK, RK KHANNA TENNIS STADIUM, DLTA COMPLEX, 1, AFRICA AVENUE, NEW DELHI – 110029

The **Santosh Deemed to be University**, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education & medical services to all including Research and Innovation. The University, at its various Medical and Dental Departments are charged with the responsibility of training individuals on various scientific skills in various front-line areas of importance for the Nation. The University is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry.

The **Clove Dental Groups Of Clinics** are incorporated with the aim to provide the dental industry with a new formula for maintaining the patient's oral hygiene. **Clove dental in** partnership with **Sunrise AG & Dabur** have entered in the business of manufacturing oral health care products i.e " Clove Power & Clove sensitive toothpastes . At present, the company owns a good reputation among others of the same field.

NOW THEREFORE, AS PER THE REFERENCE LETTER WRITTEN BY THE CHIEF CLINICAL OFFICER, CLOVE DENTAL GROUP OF CLINICS, DATED 3<sup>RD</sup> NOVEMBER 2020, THE SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI, AND THE CLOVE DENTAL GROUP OF CLINICS, HENCEFORTH ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FOLLOWING TERMS AND CONDITIONS:



- 1. **Purpose:** This project is a research consultancy (Survey for the introduction of a new toothpastes in the Indian population).
- Covenant of the Second Party: The Second party will provide one time basic pocket grant to meet the expenses of the project.
- 3. **Covenant of the First Party:** The liability of the first party is to Compile, analyze & interpret of the data and forward the result regarding the product (toothpastes) as provided by the consumer to the second Party.
- 4. **<u>Conflict of Interest:</u>** There will be no financial resurrection provided by the first party hence no conflict of interest.
- 5. **Term of the MoU:** The term of this Memorandum of Understanding will be 11 months from the date of execution of the Memorandum of Understanding.
- 6. **<u>Termination</u>**: That either of the parties is free to terminate the present MoU with mutual consent with a prior notice of not less than 3 months by either of the parties processing for the termination.
- 7. **Non Binding Nature:** The Terms of this MoU are intended only for Survey of the product. This is not a binding agreement between the parties. This MoU does not constitute an offer, binding commitment or obligation on either party, nor shall it construed as creating a contract or deemed to be a contract of any nature and under no circumstances and no legally binding agreement shall exist until the parties have negotiated, prepared and executed separate individual written agreements (s) establishing the binding obligations of the parties as approved by each party's management and legal entities.
- 8. **Confidentiality:** During the term and also after the termination of this MoU, the parties to this MoU shall not disclose to any third party any confidential data related to other parties.

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- 9. <u>Relationship of the Parties:</u> The Parties are independent entities and no agency, partnership, joint venture or employee employer relationship is intended pr created by this MoU. Neither Party will make any warranties or representations on behalf of the other.
- 10. <u>Publicity</u>: Except as may be otherwise stated in this MoU, or as may be required by law, the Parties agree that they shall seek and receive and express prior written consent of the other party before they disclose to the public or to any third party the existence of this MoU or the relationship described herein or the results of this survey. This is further governed by Indian Law.
- 11. <u>No Intellectual Properties Rights granted</u>: Except as explicitly permitted under this MoU, the parties does not grant either Party any license or other rights to any trademarks, logos, copyrights or other intellectual property of the other party.
- 12. <u>Limitation of Liability:</u> In no event shall either party be liable to the other for any damages including, without limitation, direct, speculative, indirect, incidental, special or consequential damages in connection with this MoU.
- 13. <u>Non Exclusivity</u>: Nothing in this MoU shall mean or shall be construed to mean that either Party is at any time precluded from having same or similar arrangements to the one envisaged hereunder with any other person including without limitation any competitor or potential competitor of the other party, subject to always maintaining confidentiality obligations stated herein.
- 14. <u>Choice of law:</u> This MoU shall be governed by and construed in accordance with the laws of India and the parties irrevocably submit to the exclusive jurisdiction of the Courts in Ghaziabad for any action or proceeding regarding this MoU.

TED'TO BA REGISTRAR

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE OF:

Second party Signature: dental linic

Name : Lt Gen (Dr) Vimal Arora (Retd) BDS, MDS, FDS RCPS (Glasgow) PVSM, AVSM, VSM & Bar, OSRE (Oman)

**Designation : Chief Clinical Officer** 

On behalf of Clove dental Group of Clinics 2nd floor, New Block, RK Khanna Tennis Stadium, DLTA Complex, 1, Africa Avenue, New Delhi 110029

E-mail ID: <u>dentist@clovedental.in</u> Contact No.: 9599216884 Website: www.clovedental.in

REGISTRA

**First party** 

**Designation** : Registrar

Delhi.

E-mail ID: <u>registrarsantosh@gmail.co</u> <u>registrar@santosh.ac.in</u> Contact No.: 7838888790 Website: www.santosh.ac.in

On behalf of Santosh Deemed to

be University, Ghaziabad, NCR



### BETWEEN

# SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD,

### NCR DELHI

### AND



# EVERY INFANT MATTERS ASSOCIATION SARITAA VIHAR, NEW DELHI

No. 1, Santosh Nagar, Ghaziabad -201 009 (Delhi-NCR) +91-120-4933353/63/73 santosh@santoshdeemedtobeuniversity.com admin@santosh.ac.in

120

Page 24 of 102

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# MEMORANDUM OF UNDERSTANDING BETWEEN SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI AND

# EVERY INFANT MATTERS ASSOCIATION SARITAA VIHAR, NEW DELHI

#### \*\*\*\*\*

The Santosh Deemed to be University, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education to all including Research and Innovation. The University, at its various Medical and Dental Departments are charged with the responsibility of training individuals on various scientific skills in various front-line areas of importance for the Nation. The University is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry.

The Every Infant Matters Association, New Delhi, has a mission to serve disadvantaged women and children by providing last mile health solutions. Our biggest project is that of preventing blindness by dispensing Vitamin A to malnourished and marginalised children. The Association worked on Blindness Prevention, Deworming, Pregnant Women Holistic health care, Promoting equality, Distribution of masks, soaps, hand sanitizers and food to support the homeless during the COVID-19 pandemic.

The following terms and conditions have been agreed by both the parties of Santosh Deemed to be University (herein called First party henceforth) and Every Infant Matters Association, New Delhi (herein

Page: 2 of 4

Page 25 of 102

called Second Party henceforth) henceforth enter in a Memorandum of Understanding with the following terms and conditions:-

- THAT the representatives of both the parties shall work on strategies of improving health of the patients – especially women and children belonging to the Economically Weaker Sections of the society.
  - THAT the Second party will provide high quality medicines (Vitamin A, Albendazole and Vitamins) free of cost, the amounts depending on requirement and availability
  - THAT the Second party will provide training material free of cost (text and videos)
  - 4. THAT the First party will implement the projects of deworming, blindness prevention, and distribution of prenatal vitamins.
  - THAT the Second party will provide all the above to the First party free of cost, provided that the First party will not charge for such disbursal of medicines.
  - 6. THAT the Second party will provide send the details of their work for inclusion in social media (Facebook, Instagram, website, Linked in, Twitter, mails and others) and the First Party for the same.
  - THAT both parties will on mutual consent collaborate and produce publications.
- 8. THAT there shall be "No" financial commitments / obligations by both the parties for extending their mutual support and consent.
  - THAT the term of this Memorandum of Understanding will be 2 (two) years from the date of execution of the Memorandum of Understanding.

Page: 3 of 4

Page 26 of 102

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE OF:

#### Second party

Signature: .....

Name : DR. RADHIKA BATRA

Designation : President & Founder

On behalf of Every Infant Matters Association, Saritaa Vihar, New Delhi.

E-mail ID: rads.batra@gmail.com

Contact No.: 9899760178

**First party** NED TO BA Signature: REGISTRAR 26/02 Name DR. V.P. GUPT Designation : Registrar

On behalf of Santosh Deemed to be University, Ghaziabad, NCR Delhi.

E-mail ID:

registrarsantosh@gmail.com registrar@santosh.ac.in

Contact No.: 7838888790

Page: 4 of 4

Page 27 of 102



111

### BETWEEN

# SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD,

### NCR DELHI

AND



# ANTRIKSH INDIA GROUP 51, POCKET-7, SECTOR-23, DWARKA

**NEW DELHI-110075** 



No. 1, Santosh Nagar, Ghaziabad -201 009 (Delhi-NCR) +91-120-4933353/63/73 santosh@santoshdeemedtobeuniversity.com admin@santosh.ac.in

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Page 28 of 102

www.santosh.ac.in

# MEMORANDUM OF UNDERSTANDING BETWEEN SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI

AND

# ANTRIKSH INDIA GROUP 51, POCKET-7, SECTOR-23, DWARKA NEW DELHI-110075

\*\*\*\*\*

The Santosh Deemed to be University, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education to all including Research and Innovation. The University, at its various Medical and Dental Departments are charged with the responsibility of training individuals on various scientific skills in various front-line areas of importance for the Nation. The University is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry.

Antriksh India Group is a renowned name in the real estate industry today and we have planned, developed, and delivered innumerous projects across north India. Antriksh India is a Construction firm with more than 5000 employees working as daily wagers.

The following terms and conditions have been agreed by both the parties of Santosh Deemed to be University (herein called First party henceforth) and Antriksh India Group, New Delhi (herein called Second Party henceforth) henceforth enter in a Memorandum of Understanding with the following terms and conditions:-

1. THAT the First party shall act as consulting agency for improving health of the daily wage workers of the Second party.

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Page: 2 of 3

Page 29 of 102

- 2. THAT the First party will organize health camps on mutual consent to the daily wagers of the Second party on free of cost.
- THAT there shall be "No" financial commitments / obligations by both the parties for extending their mutual support and consent.
  - 4. THAT the term of this Memorandum of Understanding will be 2(two) years from the date of execution of the Memorandum of Understanding.

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE OF:

Second party Signature:

Name : MR. DEEPANSHU RAO

**Designation : Director** 

On behalf of Antriksh India Group, 51, Pocket-7, Sector-23, Dwarka, New Delhi.

E-mail ID: antriksh.rao2@gmail.com

Contact No.: 9999728772

F	irst party	
Signature:		REGISTRAR
Name	DR. V.P. GUR	A

**Designation : Registrar** 

On behalf of Santosh Deemed to be University, Ghaziabad, NCR Delhi.

E-mail ID: registrarsantosh@gmail.com registrar@santosh.ac.in

Contact No.: 7838888790

Page: 3 of 3

Page 30 of 102



## BETWEEN

# SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD,

# NCR DELHI

AND

# ASSOCIATION OF SURGEONS OF INDIA GHAZIABAD CHAPTER, GHAZIABAD, UTTAR PRADESH

No. 1, Santosh Nagar, Ghaziabad -201 009 (Delhi-NCR) +91-120-4933353/63/73 santosh@santoshdeemedtobeuniver

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Page 31 of 102

# MEMORANDUM OF UNDERSTANDING BETWEEN SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI

### AND

# ASSOCIATION OF SURGEONS OF INDIA GHAZIABAD CHAPTER, GHAZIABAD, UTTAR PRADESH

\*\*\*\*\*

The Santosh Deemed to be University, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education to all including Research and Innovation. The University, at its various Medical and Dental Departments are charged with the responsibility of training individuals on various scientific skills in various front-line areas of importance for the Nation. The University is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry.

The Association of Surgeons of India, Ghaziabad Chapter, Ghaziabad, is engaged in extending the Academic Support / activities, Conducting Conferences, Academic Workshops and Symposiums to the Surgeons at large in Ghaziabad.

The following terms and conditions have been agreed by both the parties of Santosh Deemed to be University and Association of Surgeons of India, Ghaziabad Chapter, henceforth enter in a Memorandum of Understanding with the following terms and conditions:

1. THAT, the University will send its students for various Conferences and Symposiums organized by the Second party.



Page: 2 of 3

- 2. THAT the Second party will provide teaching / training support in form of manpower and conducting the academic activities.
- THAT the Second party will provide access for conducting the CME's, Symposium, Conference etc., and involve PG's and Faculty members of the First party.
- 4. THAT there shall be "No" financial commitments / obligations by both the parties for extending their mutual support and consent.
- THAT the term of this Memorandum of Understanding will be 2 (two) years from the date of execution of the Memorandum of Understanding.

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE OF:

Second party Signature: GZB. Chapter GHAZIABAD

Name : DR. SATISH SHARMA

**Designation**: President

On behalf of Associations of Surgeons of India, Ghaziabad Chapter, Ghaziabad.

E-mail ID: basa#igurumehar@yahoo.co.in

Contact No.: 9810052123

g26 @gmane. com



E-mail ID: registrarsantosh@gmail.com registrar@santosh.ac.in

Contact No.: 7838888790

Page: 3 of 3

Page 33 of 102



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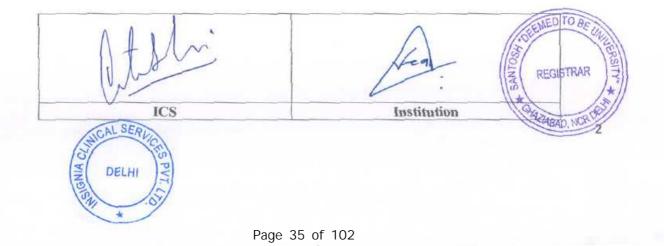
Memorandum of Understanding (MoU) to Undertake Clinical Research in India by/and between

> Santosh Deemed to be University, No.1, Santosh Nagar, Ghaziabad, (NCR Delhi)

> > And

Insignia Clinical Services Pvt. Ltd. 512, Best Sky Tower, Netaji Subhash Place, Pitampur, New Delhi- 110034

> as of <u>19</u><sup>th</sup> October, 2020 (effective date)



This Memorandum of Understanding (hereinafter referred to as "**MoU**") has been executed on day of October 2020, at Delhi, INDIA by and between:

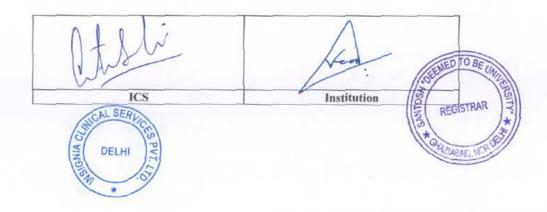
Insignia Clinical Services Private Ltd., a company incorporated under the laws of India as registered under the Indian Companies Act, 1956 having its business address at Unit No. 512, 5th Floor, Best Sky Tower, Netaji Subhash Place, Pitampura, New Delhi-110034 (hereinafter referred to as "ICS") (which expression unless repugnant to the context includes its associates, administrators, successors in interest and permitted assigns) through Mr. Kartik Sahni, who has been authorized to execute this MoU on behalf of ICS.

#### And

Santosh Deemed to be University, notified by Ministry of Human Resource Development, Govt. of India which is owning and managing Santosh Medical College at No.1, Santosh Nagar, Ghaziabad – 201 009 (U.P.) (hereinafter referred to as "Institution") and Santosh Medical College & Hospital i.e. Teaching and Training Hospital at No.1, Ambedkar Road, Ghaziabad – 201 001 (U.P.) (hereinafter referred to as "Trial Site") (which expression unless repugnant to the context includes its associates, administrators, successors in interest and permitted assigns) through Dr. V.P. Gupta (Registrar), who has been authorized to execute this MoU on behalf of Trial Site.

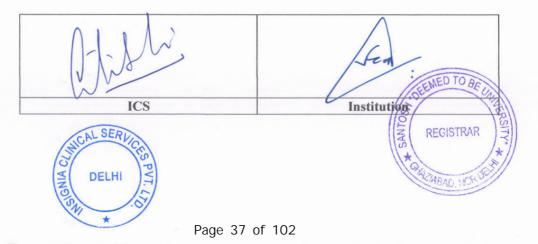
#### WHEREAS

A. ICS is a Delhi-based Contract Research Organization (CRO) providing services primarily in India, directly or through its affiliates, associates, agents and subsidiaries. The major activities conducted by ICS include design, setup and management of clinical studies with human beings for the



owners and / or manufacturers of pharmaceutical products, medical devices and food supplements / nutraceuticals.

- B. Institution is a duly recognized educational –university offering courses of medical science, dental sciences, etc. and owns and operates a world-class multi-specialty hospital and state of the art research facilities under the name "Santosh Medical College & Hospital"
- C. Trial Site has facilities and personnel with the requisite skills, experience, and knowledge required to support the performance of the clinical trials
- D. ICS has shown intent to work with the Institution for conduct of clinical studies (Phase II, III & IV) at Trial Site location and premises and the Institution management has shown expression of interest for working with ICS to allow the conduct of said clinical studies due approvals from applicable authorities.
- E. ICS and Trial Site hereinafter collectively referred to as the "Parties" and individually referred to as a "Party".
- F. Both Parties have mutually agreed that ICS will provide operational support expertise, knowledge and know-how for conduct of any kinds of sponsored Clinical Trials at Institution/Trial Site..
- G. Both parties recognize that mutual collaboration given each other's strengths in respective areas, knowledge / know-how of technologies under discussion thereof, will mutually benefit each other and in



consideration of the mutual covenants contained herein the parties agree have agreed to enter into this MoU, which shall be legally binding henceforth,

#### 1. DEFINITIONS

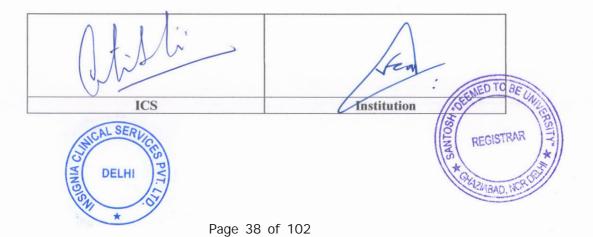
The following words and phrases have the following meanings:

"Auditor" means a person who is authorised to carry out a systematic review and independent examination of clinical trial related activities and documents to determine whether the evaluated clinical trial related activities were conducted, and the data were recorded, analysed and accurately reported according to the Protocol, the Standard Operating Procedures of Sponsor and/or CRO, ICH GCP and the applicable regulatory requirements

"Adverse event" means any untoward medical occurrence (including a symptom or disease or an abnormal laboratory finding) during treatment with an investigational drug or a pharmaceutical product in a patient or a Clinical Trial Subject

"Central Licencing Authority" means the Drugs Controller General of India "Clinical Trial" means the investigation to be conducted at the Trial Site "Clinical Trial Subject" means a person enrolled to participate in the Clinical Trial

"CRF" means the case report form in a format prepared by Sponsor and/or CRO for documenting the administration of the drug to Clinical Trial Subjects as well as all tests and observations related to the Clinical Trial;



"Ethics Committee" means the accredited medical research ethics committee competent to review the Clinical Trial in accordance with applicable Law

"Good Clinical Practices Guidelines" means the Good Clinical Practices Guidelines for conduct of clinical studies in India, formulated by the Central Drugs Standard Control Organisation and adopted by the Drugs Technical Advisory Board

"ICF" means the Informed Consent Form as approved by the Ethics Committee, in which the Clinical Trial Subject consents to his participation in the Clinical Trial;

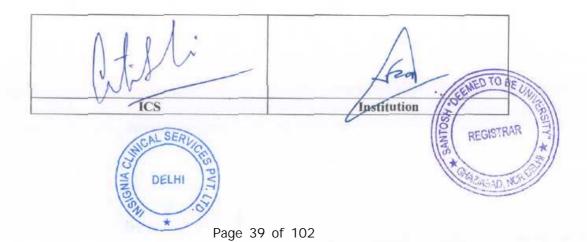
"Principal Investigator" means the person who will take primary responsibility for the conduct of the Clinical Trial at the Trial Site or any other person as may be agreed between the Parties as a replacement;

"Research Staff" means the persons who will undertake the conduct of the Clinical Trial activities at the Trial Site on behalf of the Principal Investigator and under the supervision of the Principal Investigator;

"Trial Site" means the premises at the Institution where the Clinical Trial will be conducted;

"Informed Consent" shall mean a process by which a subject voluntarily confirms his or her willingness to participate in a particular trial, after having been informed of all aspects of the trial that are relevant to the subject's decision to participate

"Protocol" shall mean a document that describes the objective(s), design, methodology, statistical considerations, and organization of a Clinical Trial.



"Sponsor/CRO" shall mean an individual, company, institution, or organization which takes responsibility for the initiation, management, and/or financing of a Clinical Trial and the one who shall appoint ICS for undertaking such activities.

"Standard Operating Procedures (SOPs)" shall mean detailed, written instructions to achieve uniformity of the performance of a specific function

"Serious Adverse Event" means an untoward medical occurrence during Clinical Trial resulting in death or permanent disability, or hospitalisation of the Clinical Trial Subject where the trial subject is an outdoor patient or a healthy person, prolongation of hospitalisation where the trial subject is an indoor-patient, persistent or significant disability or incapacity, congenital anomaly, birth defect or life threatening event;

#### 2. ENGAGEMENT

ICS and Institution hereby mutually agrees to enter into this binding MoU with below mentioned obligations to be performed by both Parties:

#### **Obligations of ICS**

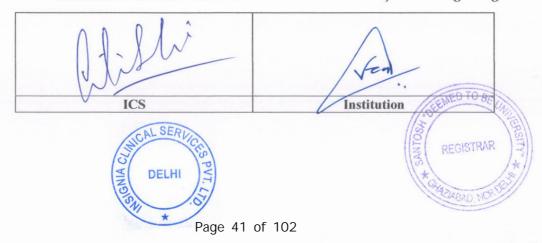
- a) To undertake Study Protocol Feasibility, Site Initiation, Site Monitoring, Site Management, Project Management, Documentation, Investigational Product Accountability and Safety reporting activities in trial projects.
- b) To provide support in audits, monitoring and inspections related to Clinical Trial Projects at Trial Site.
- c) To undertake Site Close Out Duties for clinical study projects and prepare reports of all the communication between the investigator and



Page 40 of 102

"CRO/Sponsor".

- d) To provide investigator's brochure, Protocol, Case Report Form (CRF) draft Clinical Trial Agreement (CTA), insurance policy from an Indian Insurance company, regulatory approvals and other study related documents before initiation of Clinical Trial.
- e) To make sure that adequate supplies of trial drug are being supplied by the Sponsor.
- f) To ensure that the Sponsor has obtained Insurance cover for treatment and compensation of Serious Adverse Event (SAE).Institution
- g) Appropriate acknowledgement of contribution of Institution investigators in any resulting publication.
- h) To ensure compliance with Good Clinical Practices Guidelines and applicable regulations during conduct of Clinical Trials.
- To submit status report on the Clinical Trial to the Central Licencing Authority at the prescribed periodicity.
- j) To submit summary report within 3 (three) months in case of Clinical Trial prematurely discontinued for any reason.
- k) To provide support in audits, monitoring and inspections
- To maintain the Site Master File (SMF) in all clinical study projects including all the essential documents & log books etc.
- m) To provide complete support to the investigators / Research Staff for conduct of Clinical Trials on the Clinical Trial Subjects after getting the



due informed consent in writing and strictly in accordance with the Clinical Trial Rules 2019 as annexed to Drug and Cosmetics Act, 1940 and the Drug and Cosmetics Rules, 1945, as amended from time to time and other guidelines like ICH guidelines issued in this regard or any other instructions/circulars issued by the office of Director General Health Services and DCG(I) in this regard.

n) To ensure the compliance of Import/Export policy for Human Biological Samples for commercial purposes: amendment Schedule – 1 (Import Policy) and Schedule – 2 (Export Policy) of ITC (HS), 2012 notified by Directorate General of Foreign Trade, Department of Commerce, Ministry of Commerce and Industry vide its Notification No. 19/2015-2020 dated 4<sup>th</sup> August 2016 published in the Gazette of India. The relevant clause extracted from the Notification is reproduced hereinbelow:

> "The import of human biological sample by the Indian Diagnostic Laboratories / Indian Clinical Research Centres for lab analysis / R&D testing of export of these materials to foreign laboratories should be permitted by Customs authorities at the port of entry /exit without prior approvals (import license / export permit) from any other Government agency, provided the concerned Indian Company / agency submits an undertaking that they are following and will follow all the applicable rules, regulations & procedures for safe transfer and disposal of the biological samples being imported / exported as per related norms / regulations set by WHO/DGFT\*\* (SCOMET items in Export Policy of ITC (HS), 2012, Schedule – 2

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(Export Policy) / Ministry of Environment, Forests and Climate Change\*\*\*, Government of India, to the Customs authorities at the port of entry / exit along with the details of such samples."

- o) To ensure that during the Clinical Trial, the products shall be administered to the Clinical Trial Subject, keeping strictly in view, the product's literature and indication as supplied by the Sponsor and/or CRO.
- p) To ensure approval for Clinical Trial from an Ethics Committee Duly Registered with CDSCO prior to initiation of every such trial.
- q) To prepare Ethics committee at Institution/Trial Site (if required) OR to co-ordinate with an external Independent Ethics Committee duly registered with CDSCO which can provide regular monitoring oversight and approvals after due review process for such Clinical Trials.
- r) To timely report the Adverse Events as per applicable guidelines and regulations.
- s) To keep track of payments for Institution, Principal Investigator, Ethics Committee and to co-ordinate with Sponsor for timely disbursement of payments.
- t) To ensure that all Clinical Trials are insured with a relevant civil liability insurance before the Clinical Trial is initiated and the Institution/Trial Site is indemnified of any financial liability in case of any clinical study related Adverse Events or any trial related injury.

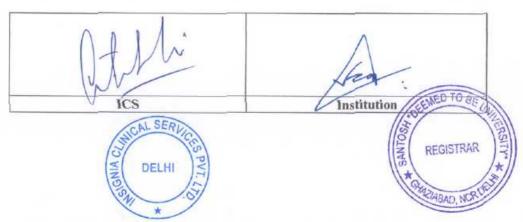


Page 43 of 102

 u) To register Trial Site in relevant registries of ICMR and WHO as specified in Clinical Trial Protocol after due approval from Sponsor

#### **Obligations of Institution**

- a) Institution shall ensure that Clinical Trial be conducted in strict compliance with the Protocol, Standard Operating Procedure (SOP) and applicable regulatory requirements and GCP Guidelines.
- Institution shall ensure that rights, safety and well-being of Clinical Trials Subject are protected.
- c) Institution to make sure that respective obligations are fulfilled by Principal Investigator and Research Staff at all times before, during and after completion of such Clinical Trials at Trial Site
- d) To ensure necessary infrastructure support to Principal Investigator and Research Staff.
- e) Protection of confidentiality, rights, safety and wellbeing of Clinical Trial Subjects.
- f) Ensuring accuracy, completeness, legibility and timelines of the data reported to the Sponsor in the CRFs
- g) To make available upon request all Clinical Trial related material and records to auditor, Ethics Committee or applicable regulatory agencies.



h) To ensure that Trial Site provides all the relevant documents and

Page 44 of 102

cooperate with ICS in feasibility, site initiation, site monitoring, site management, project management, investigational product accountability and safety reporting of Clinical Trial projects.

- i) To undertake laboratory investigations of all the Clinical Trial Subject on screening & various intervals as specified in study plan/Protocol including amendment(s) thereof. All laboratory investigations will be done in only in those labs which are NABL or CAP (College of American Pathologists) accredited. Institutional laboratory may be used for investigations necessary to be done locally or bedside, however proper SOPs and reference values should be available with the laboratory in accordance with the Indian and International Good Clinical Laboratory Practices.
- j) To ensure that the product shall be administered to the Clinical Trial Subject by the doctors/Research Staff who will be responsible for conducting the Clinical Trials and who have consented for the same.
- k) To ensure timely report of Adverse Events / Serious Adverse Events as per applicable Indian and ICH GCP guidelines to ICS for onward submission to concerned authorities.
- To ensure that Trial Site /Principal Investigator/Research Staff participates in routine training programme conducted by ICS for Clinical Trial Projects and GCP.

#### 3. TERM

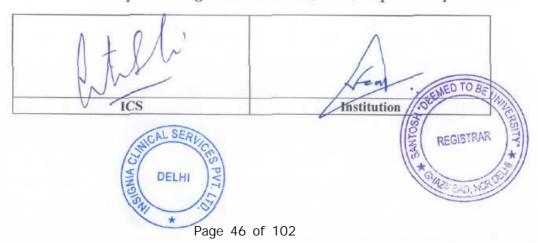
This MoU shall commence on the date mentioned above and shall, unless sooner terminated in accordance with the provisions hereof, be valid for a period of next five (5) years, subject to extension, as may be agreed upon in



writing between the Parties. All Clinical Trial projects conducted at Trial Site during the term of said MoU will be under the supervision of ICS subject to the obligations specified at serial no. 2 above.

## 4. TRIAL DRUG; MATERIALS TRANSFER; RECORDS RETENTION; INSPECTION

- a. <u>Trial drug:</u>
  - i. Institution acknowledge that the trial drug/device is owned or controlled by Sponsor and that neither the terms of this MoU nor the Protocol, nor any activities conducted by Institution or Principal Investigator for the Clinical Trial, shall be construed to grant to either Institution or Principal Investigator any rights in or to the drug/device.
  - ii. Except as otherwise agreed by the Parties, Sponsor will provide the drug/device and any control/placebo material to be administered to Clinical Trial Subjects as part of the Clinical Trial (collectively, the "Trial Drug") free of charge to Institution for administering or dispensing solely by or under the supervision of Principal Investigator or sub-investigator to Clinical Trial Subjects at the Trial Site in strict compliance with the Protocol.
  - iii. Institution shall ensure that Principal Investigator use the Trial Drug solely to conduct the Clinical Trial in strict compliance with the Protocol and for no other purpose, and shall not transfer the Trial drug to any third parties. Institution and Principal Investigator shall handle, store, ship and dispose of the



Trial drug as directed by Sponsor or its designee and in compliance with all applicable laws, rules and regulations.

- iv. Institution and Principal Investigator will ensure that empty and partially used Trial Drug container and any Trial Drug remaining at the Trial close-out visit at the Trial Site or upon early termination of this Agreement are disposed of or returned to Sponsor in accordance with the Protocol.
- v. Neither support of the Clinical Trial, nor Institution's participation in the Clinical Trial, impose any obligation,

express or implied, on Institution or Principal Investigator to purchase, prescribe, provide favorable formulary status for or otherwise support Sponsor's products.

vi. Unless required by the Protocol, Institution will not modify the Trial Drug or its container. If the Institution policy requires any modification to the Trial Drug container, such modification must be approved in advance in writing by Sponsor.

#### b. Records Maintenance and Retention

Institution shall ensure that the Principal Investigator and research staff at Trial Site will maintain adequate and accurate records relating to the disposition of the Trial Drug and the performance of all required Protocol procedures on Clinical Trial Subjects including but not limited to, written and audiovisual documents, medical records, charts pertaining to individual Clinical Trial Subjects, CRFs, accounting records, notes, reports, and data. Institution will

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Page 47 of 102

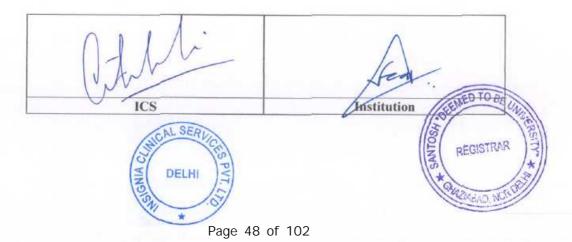
retain these documents for the longer period of at least 5(five) years after completion or earlier termination of the Clinical Trial.

#### 5. WARRANTIES AND REPRESENTATIONS

Both Parties represent and warrant that:

- (a) it is a company / institution duly incorporated under the laws, as stated above;
- (b) it has power and authority to enter into and perform this MoU and the study and services contemplated by it and its entry into and performance of this MoU and the acts contemplated by it, do not constitute a breach of any obligation or default of any other agreement/arrangement by which it is bound or of any applicable law, regulation or policy;
- (c) the person executing this MoU is duly authorized to do so;
- (d) nothing contained herein conflicts with any of the provisions of the Memorandum and Articles of Association or similar or other documents relating to the incorporation;

Both Parties warrant that, to the best of its knowledge, neither it, nor its employees, nor any other person retained by it to conduct the study itself or provide the services pursuant to this MoU (1) is under investigation by the Central Drugs Standard Control Organisation (CDSCO)/Food and Drug Administration (FDA), or other applicable/equivalent agency for India for debarment action, or other applicable rules, regulations or laws of India or other countries under which they are registered and licensed (The



"Acts"), (2) has a disqualification hearing pending or has been disqualified by the CDSCO/FDA, or other applicable agency or (3) has been convicted of a crime for which a person can be debarred under any of the "Acts". If during the term of this MoU, any person employed or retained by either Party to conduct this study or perform services under this MoU (1) comes under investigation by the CDSCO/FDA, or other applicable agency for debarment or disqualification, (2) is debarred or disqualified, or (3) engages in any conduct or activity which could lead to any of the above mentioned disqualification or debarment actions, the Party shall immediately notify the other Party of the same. For the purposes of this section, reference to the CDSCO/FDA, or the Acts shall also be deemed a reference to any other governmental or regulatory authorities having jurisdiction over the subject matter of the particular study or any other laws and regulations applicable to the study.

Institution represents and warrants that the Principal Investigator is qualified as a medical practitioner under applicable laws and regulations.

#### 6 CONFIDENTIAL INFORMATION:

Both Parties agree to treat any confidential information obtained from the other Party, or generated by the Party or its representatives as a sole and direct result of performing the services under this MoU including, without limitation, confidential commercial, business, scientific, medical and technical information, the study drug, Protocol, investigator brochure, CRFs, safety information, and any other data or information generated or resulting from the study recorded and available in any form or on any media (paper, disc, photos, computer systems) (hereinafter "the Confidential Information")



Page 49 of 102

Both Parties agree not to divulge the Confidential Information to any third party or parties, unless necessary as it relates to the performance of duties outlined in the scope of services or use said Confidential Information for any purposes other than understanding and evaluating the performance of those services. Parties further agrees to limit disclosure only to those of its officers, employees, agents, affiliates and consultants as are necessary to carry out the services under this MoU. Parties shall take all reasonable steps to prevent the disclosure of the Confidential Information as provided herein.

Parties will ensure that it will incorporate similar confidentiality language (no less restrictive than this MoU) in its written contracts with all representatives, agents, affiliates and consultants to protect Confidential Information. Any Confidential Information or IP produced for performing services under this MoU can only be used by the Sponsor and /or CRO for the specific study.

The above provisions of confidentiality shall not apply to that part of the information which any party is able to demonstrate by documentary evidence:

- was fully in their possession prior to receipt from the other Party; or
- was in the public domain at the time of receipt;
- or becomes part of the public domain through no fault of the Party; or
- is lawfully received by it from a third party having a right of further disclosure; or
- is developed by it independent of the information; or
- is required by law or upon a court injunction to be disclosed.

Parties agree that upon termination or expiration of this MoU, at the other Party's request, it shall return to the other Party all Confidential Information,

100 SEMED TO BE ICS Institution AL SERT REGISTRAS DELHI \* Page 50 of 102

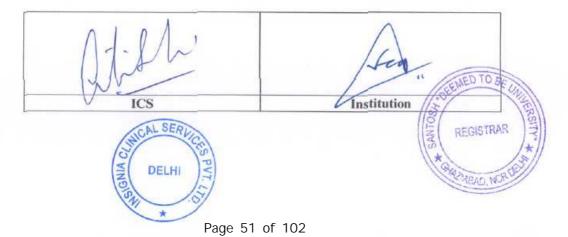
retaining copies of any such Confidential Information as is reasonably necessary for regulatory and insurance purposes or as it deems necessary to demonstrate the satisfaction of its obligations hereunder, all subject to the ongoing obligation to maintain the confidentiality of such Confidential Information.

Notwithstanding any other provision of this MoU, Institution and Principal Investigator may disclose Confidential Information to the extent required.

- (i) To comply with an applicable law, rule regulation or government order, after prompt notice to Sponsor provided that Principal Investigator and Institution cooperate with Sponsor and CRO efforts to limit such disclosure by appropriate legal means:
- (ii) To protect any Clinical Trial Subject's safety or provide appropriate medical care for any Clinical Trial Subject, or to prevent a public health emergency with prompt notice to Sponsor and CRO.

#### 7 COMPENSATION

For all clinical studies a separate study specific agreement will be prepared between Institution/Trial Site, Principal Investigator & ICS/ Sponsor. The study specific agreement will cover the amount of compensation to be provided for each study to the Institution/Trial Site which will include details of cost and payment milestones for lab. charges, patient treatment costs, investigator compensation, institutional payments etc. ICS will be responsible for execution of such agreement prior to initiation of each and every clinical trial project.



In cases of multi-centric clinical studies where Institution is being enrolled as one of the Trial Site and ICS is the central co-coordinating CRO, ICS shall directly reimburse the costs to the Institution account for investigator / site fees and lab charges upon receipt of invoice / bills. Details of Institution bank Account are:

Payee Name	Santosh Trust		
PAN Number	AAITS6921N		
Account Number	6786557633		
Bank Name and Details	Indian Bank		
Branch	Navyug Market		
IFSC Code	IDIB000G007		

In certain cases, wherein, the study specific clinical trial agreement will require tri-party agreement (Institution/Trial Site, Principal Investigator & ICS/Sponsor) and the cumulative payment including the ICS service charges for operational management is to be made in single account of Institution as per request of Sponsor. In such cases, ICS will cross charge the Institution for payment of such dues to ICS. The details of such dues / expenses and the total study budget will be discussed promptly before initiation of such study and payment terms will be recorded in writing as part of study specific clinical trial agreement. Details of ICS Bank Account for payment of such dues are:

Payee Name	Insignia Clinical Services Private Limited			
PAN Number	AADCI0529A			
Account Number	071405500516			
Bank Name and Details	ICICI Bank			
Branch	Lajpat Nagar IV			
IFSC Code	ICIC0000714			

Ethics Committee Fees: Ethics Committee review fees will be paid by Sponsor as determined and upon its failure the same shall be paid by ICS.

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Page 52 of 102

Each study specific Clinical Trial agreement should incorporate detailed compensation schedule covering necessary charges to be paid by Sponsor for services to be rendered by Institution

It is expected that out of good faith, since both parties are now entering the MoU and ICS will make its best efforts to increase the number of clinical trials projects at the Institution/Trial Site which will in-turn add to financial revenue for the Intuition/Trial Site. Therefore, in good faith it is expected that the Institution/Trial Site will provide preferred/discounted rates for various investigations for such which will be part of Clinical Trial Protocols. The quantum of such discounts will be discussed promptly between ICS and institution and the same shall be recorded in Study Specific Clinical Trial Agreement.

#### 8. INVENTIONS AND PATENTS

Any invention, discovery, or improvement related to Sponsor's products or technology which is conceived or reduced to practice as a consequence of Institution/Trial Site performance of the services hereunder (the "Inventions") shall be the sole and exclusive property of Sponsor and shall be used by Sponsor as Sponsor deems appropriate. Institution/Trial Site agrees to execute, at Sponsor's cost, assignments of the Inventions to Sponsor (including ensuring contracts between Institution/Trial Site and its representatives include appropriate assignment language to require its representatives to comply with the terms of this assignment provision and this MoU), along with other documents that may be necessary or helpful to Sponsor in filing patent applications, or which may relate to any litigation or interference and/or controversy in connection therewith. The entire control, prosecution, and conduct of any patent application filed by Sponsor shall be outside the jurisdiction of, and without expense to, Institution/Trial Site or

12 NED TO BI ICS Institution AL SERI REGISTRAR DELHI Page 53 of 102

its representatives. Institution/Trial Site acknowledges that Sponsor has the exclusive right to file patent applications in connection with the Inventions. Institution/Trial Site warrants that it will not, and will ensure (including incorporating similar language in its contracts with study sites and investigators) that its representatives will not prevent Sponsor from filing patent applications for, or from applying the results of research carried out for Sponsor hereunder.

All reports, data, technical information, original works of authorship and all other information, furnished by or on behalf of Sponsor, or created specifically for Sponsor as a deliverable under this MoU ("Work Product"), shall be the sole and exclusive property of Sponsor.

Notwithstanding the foregoing, Sponsor/ICS acknowledges that Institution possesses certain inventions, processes, know-how, trade secrets, improvements, other intellectual properties and other assets, including but not limited to analytical methods, procedures and techniques, procedure manuals, personnel data, financial information, computer technical expertise and software, which have been independently developed by Institution and which relate to its business or operations (collectively "Institution **Property**"). Sponsor / ICS and Trial Site agree that any Institution Property or improvements thereto which are used, improved, modified or developed by Institution under or during the term of this MoU are the sole and exclusive property of Institution and Sponsor / ICS shall be liable for any misuse or unauthorized use/ dissemination of the same. In no event shall Institution be precluded from use of this Institution Property and its general knowledge, skills and experience, and any of its ideas, concepts, know-how and techniques used or developed by it in the course of providing services under this MoU.

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Page 54 of 102

#### 9. TERMINATION

This MoU may be terminated by any Party upon giving at least ninety (90) days written notice to that effect to the other Party. The day following the 90th day of such notice shall be **"Effective Date of Termination"**. A reasonable adjustment will be made between the Parties to ensure the Principal Investigator and Institution is reimbursed for project costs incurred to the date of termination of this MoU for completing the study as per Protocol on already enrolled Clinical Trial Subjects. In case such termination occurs, Institution/Trial Site will have obligation to complete procedures as per study protocol for any on-going patient(s) who may be under treatment in Clinical Trials at Trial Site at that point of time.

Either Party is entitled to terminate the MoU forthwith in the event the other becomes insolvent or bankrupt or enters into any arrangement with its creditors for relief of debt or takes any advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.

Either Party has the right to terminate this MoU immediately if other Party significantly violates any obligations relating to the ethics of clinical research or GCP guidelines or any other applicable law, regulation or policy and/or their representatives commit any act of negligence or wilful misconduct in relation to the study.

Upon termination above, both Parties shall mutually discuss in good faith to settle on the payment for all services performed and out-of-pocket costs incurred or irrevocably committed to third parties up to the Effective Date of Termination.

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Page 55 of 102

Upon termination of this MoU for any reason, Institution shall cooperate with Sponsor / ICS, at the cost of Sponsor / ICS, in the transfer of duties/responsibilities, study data, documents, etc., as the case may be, to either Sponsor / ICS or a third party, as authorized by Sponsor / ICS. All such transfer of study data, documents, duties, responsibilities, etc. shall all be in a form and with content reasonably satisfactory to Sponsor / ICS (and within reasonable timeframes requested by Sponsor / ICS). Sponsor / ICS shall also pay Institution for its reasonable personnel costs to assist in any such transfer.

#### 10 LIMITATION ON LIABILITY, INDEMNIFICATION, USE OF NAME:

Sponsor/ICS shall indemnify Institution, its representatives, the Principal Investigator and any of their agents, employees and/or the Trial Site/facility involved in the study for any and all damages, costs, expenses and other liabilities, including reasonable attorney's fees and court costs, incurred in connection with any third-party claim, action or proceeding to have arisen from (i) conducting the study in accordance with the Protocol and/or the study specifications attached hereto and/or any other instructions given by Sponsor relating to the study, (ii) the infringement of third parties' intellectual property rights due to the performance of this MoU and/or the relevant attachments, or (iii) negligence or intentional misconduct of Sponsor of any of its obligations under this Agreement. ICS shall ensure that Sponsor maintains adequate insurance cover covering liability for death or injury of a Clinical Trial Subject resulting from the study, fully in accordance with the applicable rules in India, upto an amount agreed with regard to the performance of the study as set out in the Protocol.

Institution shall indemnify Sponsor and ICS, its directors, officers, and

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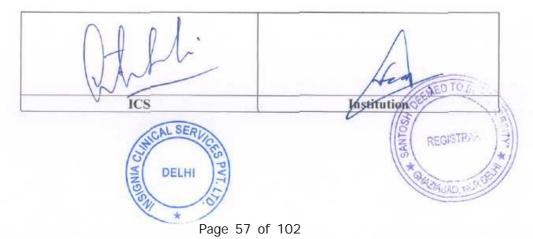
Page 56 of 102

employees for any and all damages, costs, expenses and other liabilities, including reasonable attorney's fees and court costs, incurred in connection with any third-party claim, action or proceeding to have arisen from negligence or intentional misconduct of Institution, or of its representatives of any of its obligations under this MoU.

Any Party liable to provide indemnification hereunder shall be entitled, at its option, to control the defense and settlement of any claim on which it is liable, provided that the indemnifying party shall act reasonably and in good faith with respect to all matters relating to the settlement or disposition of the claim as the disposition or settlement relates to the party being indemnified. The indemnified party shall reasonably cooperate in the investigation, defense and settlement of any claim for which indemnification is sought hereunder and shall provide prompt notice of any such claim or reasonably expected claim to the indemnifying party.

Institution/Trial Site agrees not to use and to ensure (including incorporating similar language in its contracts with study sites, investigators and other Representatives) that its Representatives will not use the name of Sponsor / ICS or any of its employees, agents or affiliates, or reference any of Sponsor's products or Sponsor / ICS Confidential Information, in any publicity, advertising, or other publication or presentation without Sponsor / ICS prior written consent.

ICS agrees not to use Institution's name in a manner that could reasonably be construed as an endorsement. Sponsor / ICS may issue press releases as to the progress of the study under this MoU in the ordinary course of business.



Institution will ensure that their contracts with investigators and study sties staff contain clear restrictions concerning publication. Institution agrees, and shall ensure that study sites and investigators shall all agree in their written contracts, that no interim, preliminary, partial or complete study results will be made public by an investigator, group of investigators, or institution prior to receiving the explicit written consent of Sponsor.

#### 11. NOTICE

Unless otherwise provided herein, any notice required or permitted to be given hereunder shall be in writing and faxed/emailed, mailed by registered mail, or delivered by hand to the Party to whom such correspondence is required or permitted to be given hereunder at the addresses set out below (or such other address as a Party may designate by notice in writing). If delivered by registered mail, any such correspondence shall be deemed to have been delivered after three business days from dispatch, and if delivered by hand, any such correspondence shall be deemed to have been delivered on receipt, and if faxed, any such correspondence shall be deemed to have been delivered immediately upon successful facsimile/email transmission.

To ICS:

 Insignia Clinical Services Private Ltd., Unit No. 512, 5th Floor, Best Sky Tower, Netaji Subhash Place, Pitampura, New Delhi-110034.

#### To Institution:

Santosh Deemed to be University, No.1, Santosh Nagar, Ghaziabad – 201



Page 58 of 102

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#### 12. GENERAL

**Governing law**: This MoU, and any disputes arising hereunder, shall be governed by and interpreted in accordance with the laws of the State of New Delhi, India.

Entire MoU: This MoU sets forth the entire understanding of the Parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. The terms and conditions mentioned in this MoU shall be binding on both the Parties.

Severability: If any provision of this MoU shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and in compliance with the Parties' intent, and the remaining provisions shall not be affected or impaired.

#### ARBITRATION

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any of the provisions of this MoU or regarding any question, including the question as to whether the termination of the Agreement by any of the Parties hereto has been legitimate, the Parties hereto shall endeavour to settle such disputes amicably by referring the matter to a sole arbitrator selected jointly by the Parties. In case the Parties are unable to agree, on the name of the sole arbitrator, then either Party may make application to Delhi High Court for appointment of sole arbitrator under the



Page 59 of 102

provisions of the Arbitration and Conciliation Act 1996. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 or any enactment or modification thereof for the time being in force and its decision shall be final and binding. The Place of arbitration shall be New Delhi and the proceeding shall be held in English Language only

Amendments, Waivers: This MoU may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived, only by a written instrument (which identifies this MoU and states the plan or intent to modify) executed by all Parties hereto, or in the case of a waiver, by the Party waiving compliance.

Assignment: ICS may assign its obligations under this MoU to a partner, licensee, purchaser or the like, provided ICS shall provide Institution with prompt written notice of such assignment, and such assignee agrees to assume all of ICS obligations hereunder.

Survival: Notwithstanding the termination of this MoU, obligations which have accrued or have application beyond the term including without limitation those relating to confidentiality, intellectual property, publications, indemnification and enforcement of parties' rights, shall survive the expiration or earlier termination of this MoU.

Force Majeure: No Party hereto shall be liable in damages or have the right to cancel this MoU for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to natural disasters, acts of God, government restrictions/policy, laws, wars, terrorist acts, or insurrections



Page 60 of 102

IN WITNESS WHEREOF the Parties hereto have accepted and executed this MoU as of the day and year first set above. This MoU has been executed in duplicate, each Party having received one original

Insignia Clinical Services Pvt. Ltd.

Signed:

- OCT-2020

Date:

Name:

Title:

Seal / Stamp:



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Signed	19-10-2020
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#### MEMORANDUM OF UNDERSTANDING (MoU)

#### Between

**Regional Centre for Biotechnology** providing incubation facilities in BSC BioNEST Bio-Incubator (BBB), at Regional Centre for Biotechnology campus, NCR Biotech Science Cluster, 3<sup>rd</sup> Milestone, Faridabad-Gurgaon Expressway, Faridabad-121001 (Haryana), herein referred to as the "INCUBATION SERVICE PROVIDER" OF THE FIRST PART

AND

Santosh Deemed to be University, a Medical University having address at No.1, Santosh Nagar, Ghaziabad, Uttar Pradesh 201009 ((hereinafter referred to as "INCUBATEE" which expression shall include unless repugnant to the context or meaning thereof shall mean and include their successors, administrators, representatives) OF THE SECOND PART

WHEREAS, RCB has established BSC BioNEST Bio-Incubator (herein after referred as "BBB"), under the aegis of BIRAC's BioNEST (Bioincubators Nurturing Entrepreneurship for Scaling Technologies) Scheme to foster innovation. provide one-stop facilitation to all entrepreneur / start-ups in India.



Where, the INCUBATION SERVICE PROVIDER and the INCUBATEE are jointly referred as "Parties" and individually referred as "Party"

Now, therefore both the parties are desirous to enter into a MoU for collaboration under BBB's program - "SPROUT" - An Innovation Connect (Special Program for Researcher from University Technopreneurs)

## NOW IT IS DULY COMMUNICATED AND HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

#### **1. PURPOSE**

Both parties are desirous of working together in multiple areas to facilitate their common goals of driving the spirit and culture of entrepreneurship among students and positively impact survival rates of startups by supporting each other's efforts in this area. In particular, second party to act as a "SPROUT" partner for BBB. This collaboration will also serve as a platform for cross learning, sharing knowledge, best practices on innovation and startup ecosystem development among students. This MoU will also allow the validation/testing of prototype/product and thus, shall support in generation of POC for the prototype/products developed by the companies incubated at BBB.

#### 2. TERM

2.1 The term of this MoU shall be for a period of 12 months commencing from 19<sup>th</sup> day of October 2020. The term of this MoU may be extended by mutual agreement between the Parties, depending upon the requirement.

#### 3. INCUBATION CONDITIONS UNDER "SPROUT"

NOW, THEREFORE, it is agreed between the Parties as under:

#### 3.1 The First Party:

- a. shall provide incubation facilities to the innovators of the Second Party as per the regulations framed by the First Party in this regard and as amended from time to time.
- b. shall provide support for workspace, infrastructure, other services like seeking funding, technical and intellectual property (IP) assistance, subject to the terms and conditions as applicable.
- c. shall provide mentorship from its mentors once in a month for 1 hour to the incubatees of the Second Party, in the area of Biotechnology, Business Strategy and Intellectual Property.
- d. shall allow the incubatees of the Second Party to work during 9:00 AM to 5:30 PM from Monday to Friday and shall not allow to work on weekends independently.



However, if the incubatees of the Second Party wishes to work on weekends, they shall be accompanied with Principal Investigator (PI) / mentors from the Second Party.

 e. shall not provide any transport / residential arrangements to the innovators / incubatee of the Second Party.

#### 3.2 The Second Party:

- a. shall pay the incubation fee for the bench/es as per the prevailing rates in this regard (as per Annexure-A). An advance of INR 20,000 / bench as security deposit (refundable at the time of exit) and lump sum fee / bench at the time of entering into this MoU.
- b. agrees that 02 students / Innovators shall use one bench/desk and shall procure their own consumables.
- c. shall be responsible for selecting a team and Pl/mentor for the project, to guide the students and shall make sure that Innovation work should not be part of Ph.D. thesis or any other dissertation.
- d. shall form a Selection Committee with two members from BBB/RCB, for selecting the innovators under this Program.
- e. agrees to carry out the business in an ethical and lawful manner.
- f. shall expect a revision in the incubation fee with every renewal. First party shall communicate the same in advance.
- g. shall allow at Santosh Medical College and Hospital the validation and testing of the prototype / product developed by the companies incubated at First Party's premises. Second party shall have a separate Agreement/MoU for the companies who would like to validate and test their prototype / products subject to the terms and conditions as applicable. The First Party shall not be responsible for any liabilities in terms of payment etc.
- h. hereby acknowledges and agrees that the Second Party will duly acknowledge the First Party on all platforms.

#### 4. CONFIDENTIALITY

4.1 Each Party agrees that it shall protect the secrecy of and shall prevent any unauthorized disclosure and/or unauthorized use of the Confidential Information.





- 4.2 Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions, (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts. strategies, names and expertise of employees and consultants, potential customer or partner information, customer data.
- 4.3 Without limiting the foregoing, each party shall take at least those measures to protect Confidential Information received or developed under this MoU that it takes to protect its own most highly confidential information.
- 4.4 Neither Party is authorized to use the name(s) and/or logo(s) of the other Party for publicity and marketing without the written consent of such Party.

#### 5. INTELLECTUAL PROPERTY (IP)

- 5.1 The Second Party shall own all IP Rights arising out of the activities performed under this MoU as may be granted by law, as far as no infringement of Third Party rights occurs.
- 5.2 Wherever the Faculty/ Scientist/ Researcher of the First Party is involved in generating the IP along with the Second Party, both the parties may agree on sharing the IP rights jointly on a case to case basis.
- 5.3 The Second Party may publish the results of the research gained in the course of this MoU, in a paper/ manuscript etc. Wherever, any involvement of the Faculty/ Scientist/ Researcher/ staff of the First Party, the Second Party agrees to give appropriate recognition for all scientific or other contributions in any publication or presentation relating to the Research conducted under this MoU.

#### 6. FORCE MAJEURE

Neither parties shall be liable for failure to perform their respective obligations, if such failure is as a result of Acts of God (including but not limited to fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, terrorist activities, embargo, no party is entitled to terminate this MoU under Termination Clause in such circumstances. If the force majeure conditions continued beyond three (3) months, the Parties shall jointly decide about the future course of action.

#### 7. INDEMNITY CLAUSE

Each Party ("Defaulting Party") hereby agrees to indemnify, defend and hold harmless the other Party ("Non-Defaulting Party"), its employees, members, directors, managers and officers from and against any loss, liability. damage, penalty or expenses including

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attorney's fees and cost of defense which the Non-Defaulting Party may suffer or incur as a result of (i) any gross negligence or willful misconduct or fraud of Defaulting Party, its employees or agents; (ii) breach of the representation, warranty and undertakings made by the Defaulting Party under this MoU.

#### 8. **DISPUTE RESOLUTION**

- 8.1 In the event of any dispute between the Parties arising under this agreement (including with regard to the existence, validity or enforceability of this MoU or any clauses hereof), the First Party and Second Party shall use their best efforts to resolve such disputes amicably through mutual discussions.
- 8.2 Any dispute, which cannot be settled amicably within 30 working days after receipt of written request for amicable settlement, shall be referred to and decided by a sole arbitrator, who shall be appointed jointly by both the Parties. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 and the venue of the arbitration shall be in New Delhi.

#### 9. NOTICES

Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.

#### **10. TERMINATION**

- 10.1 Each Party shall be entitled to terminate this MoU by giving the other Party a written notice of at least 1 (One) month.
- 10.2 However, in the event of any breach of the terms of this MoU by the Second Party, the First Party shall be entitled to terminate this MoU forthwith, by informing the Second Party.
- 10.3 All the dues should be cleared by the Second Party, before it vacates the scheduled Premises. The outstanding dues, if any, shall be adjusted against the Security Deposit and if the dues are more than the security deposits, the same shall be recovered from the Second Party and/or its directors or promoters.





IN WITNESS, whereof the parties hereto have executed this MoU or caused it to be executed in their names and on their behalf by their duly authorized representatives on the date set forth.

### FOR THE INCUBATION SERVICE PROVIDER FOR THE INCUBATEE

SIGNATURE

(AUTHORIZED SIGNATORY ONEn BCB) দুড়া দ্বদানৰ অমিকাৰ্থ / Chief Operational Officer গ্ৰণ্যায় অব্যান্যাণিকা কর্তু / Regional Centre for Biotechnology (অব্যান্যাণিকা কিম্মা, মাবে মংকাং রাম মন্দেম) Date: (Estd. by the Dept. of Biotechnology, Govt of India) মাবে মংকাম বৃশকৰ ক নাব্যামান ন । বিবাহে মিকাম আৰক্ষেত বি UNESCO

(বীৰণীনৌদিকী কিম্মা, শাৰে নাংকাৰ দোৰ ফাৰিব) (Esid. by the Dept. of Biotechnology, Govt of India) দাবে মহকাৰ বুৰাকট কা নাবালোৰ ব Under the auspices of UNESCO তাৰ্মী ক্ৰমা, আইবছ মাতৃৰ মাৰ্ক কৰাৰ / NCR Biotech Science Cluster ন্নিটা দাব কৰে, আঁৱৰ নাড় বাদৰাৰ কৰাৰ ব বীৰ্ষ দাব কৰে, আঁৱৰ নাড বাদৰাৰ কৰাৰ ব বীৰ্ষ মানৰ চলা চিনাৰ কৰাৰ নাড বিধাৰ হৈছে সকল কৰিবালৰ 121 Dist statemen 5 see state 121 DOS (Haryana)

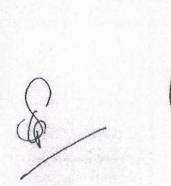
WITNESS: Name: Maluika Gazg Signature: Maluke 9

SIGNATURE (DR. V.P. GUPTA. DEPO BE UNI SANTOSH DEEM ITY ŝ SANT REGISTRAR Date: BAD, NC

WITNESS: Name: Signature Facility Usage: Agrees to pay the charges of Rs1, 32,000 – for two benches (Rupees One Lakh Thirty Two Thousand only).

## Facility Usage

Two Bench Spaces (@ 66,000 /- bench) = Rs.1,32,000 /-Advance (@ 20,000/-bench) = Rs. 40,000 /-Total = Rs. 1, 72,000/-







## MEMORANDUM OF UNDERSTANDING

## BETWEEN

## SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD,

## NCR DELHI

AND

G. R. BIOURE SURGICAL SYSTEM PRIVATE LIMITED G-556-557-558, MASURI GULAWATHI ROAD,

**UPSIDC INDUSTRIAL AREA, PHASE – II** 

## HAPUR-201015, UTTAR PRADESH

No. 1, Santosh Nagar, Ghaziabad -201 009 (Delhi-NCR) +91-120-4933353/63/73 santosh@santoshdeemedtobeuniversity.com admin@santosh.ac.in

## www.santosh.ac.in

Page 69 of 102

# MEMORANDUM OF UNDERSTANDING BETWEEN SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI

## AND

# G. R. BIOURE SURGICAL SYSTEM PRIVATE LIMITED G-556-557-558, MASURI GULAWATHI ROAD, UPSIDC INDUSTRIAL AREA, PHASE – II HAPUR-201015, UTTAR PRADESH

#### \*\*\*\*

The Santosh Deemed to be University, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education to all including Research and Innovation. The University, at its various Medical and Dental Departments are charged with the responsibility of training individuals on various scientific skills in various front-line areas of importance for the Nation. The University is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry.

The **G. R. Bioure Surgical System Private Limited**, was incorporated with the aim to provide medical device industry with innovative, high precision and cost-effective products with long and easy working life. **Bioure** is the premier manufacturer of state of art skin grafting tools and well known to serve the medical fraternity in a professional manner with the foremost vision of providing High Quality Surgical Instruments and Implants products to various departments like Department of Plastic surgery, Neurosurgery, Oral & Maxillofacial surgery, etc. At present, the company owns a good reputation among others of the same field.

*Page: 2 of* **4** 

Page 70 of 102

The Santosh Deemed to be University, Ghaziabad, NCR Delhi, and the G.R. Bioure Surgical System Pvt. Ltd., henceforth enter into a Memorandum of Understanding with the following terms and conditions:

- THAT the First party will organize brain storming sessions among the researches including the experts of the Second party.
- THAT the Second party will provide technical support in terms of Intellectuality and Wisdom in the Collaborative Research Activity with the Researchers of the First party.
- THAT Second party will permit the students / researchers / faculty members of the First party for visit to their Industry facilitating Industry Academia Interactions among both the parties.
- 4. THAT the Second party believed in 100 % in house manufacturing of surgical products and to control the product quality to meet high expectations of Doctors, shall indulge in patenting the products in the name of the Santosh Deemed to be University and Bioure [Second Party] as per the terms and conditions on mutual consent.
- 5. THAT the Second party shall commercialize the products thereby invented and produced with the collaborative venture with the First party abiding the terms and conditions as per the IPR and Innovation, Incubation and Enterprise Centre policies of the University.

Page: 3 of **4** 

Page 71 of 102

- 6. THAT the First party shall bear the cost involved in patenting as per the terms and conditions of the University. The Second party shall bear the production and commercialization cost.
- 7. THAT the sharing among the parties after materialization shall be case to case basis agreed upon on mutual consent.
- THAT the term of this Memorandum of Understanding will be 3 (three) years from the date of execution of the Memorandum of Understanding.
- 9. THAT either of the parties is free to terminate the present MoU with mutual consent with a prior notice of not less than 6 months by either of the parties processing for the termination.

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE OF:

For G.	<u>Seco</u> R. Bioure Surgi	nd party cal System (	L Pvt. Ltd.	
Signature		Jused		
Name	: MR. R.I	C. GOYA	21/9	2020

**Designation : Director** 

On behalf of G. R. Bioure Surgical System Pvt. Ltd., G-556-557-558, Masuri Gulawathi Road, UPSIDC Industrial Area, Phase-II, Hapur-201015 Uttar Pradesh

E-mail ID: bioure@gmail.com

Contact No.: 9873680018

**First party** 

Signature: 31-9-2020 Name : DR. V.P. GUPTA

**Designation : Registrar** 

On behalf of Santosh Deemed to be University, Ghaziabad, NCR Delhi.

E-mail ID:

registrarsantosh@gmail.com registrar@santosh.ac.in

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Contact No.: 7838888790

Page: 4 of 4

Page 72 of 102



### BETWEEN

## SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI - 209001

AND

### THYROCARE ANAND NURSING HOME,

### KF-113, KAVI NAGAR, GHAZIABAD- 201002

No. 1, Santosh Nagar, Ghaziabad -201 009 (Delhi-NCR) +91-120-4933353/63/73 santosh@santoshdeemedtobeuniversity.com admin@santosh.ac.in

Page 73 of 102

www.santosh.ac.in

#### BETWEEN

#### SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI

AND

#### THYROCARE

### ANAND NURSING HOME KF-113, KAVI NAGAR, GHAZIABAD

\*\*\*\*\*

The Santosh Deemed to be University, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education to all including Research and Innovation. The University, at its various Medical and Dental Departments are charged with the responsibility of training individuals on various scientific skills in various front-line areas of importance for the Nation. The University is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry.

Thyrocare is India's first fully automated diagnostic laboratory with a focus on providing quality tests with utmost accuracy and at affordable costs to various laboratories and hospitals in India and other countries. With a belief that 'Quality' is the heart of any intelligent management, Thyrocare became one of the first Indian diagnostic laboratories to obtain internationally renowned quality accreditations like ISO (International Organization for Standardization) 9001-2001 and CAP (College of American Pathologists) ISO 9001:2008.

The following terms and conditions have been agreed by both the parties under the Memorandum of Understanding:

 THAT Thyrocare is providing all health care screening services through accredited laboratories for providing preventive diagnostic tests required for use in medical evaluations. Thyrocare will offer its services in a timely and efficient manner and in adherence with best clinical and diagnostic practices.

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Page: 2 of 4

Page 74 of 102

- THAT Thyrocare shall provide training to qualified medical staff for sample collection. It is the responsibility of the Client to collect sample for conducting the required tests.
- THAT Thyrocare will inform and educate the Client about the quantity / volume of the patient's sample required to be collected for conducting the required tests.
- 4. THAT a representative from Thyrocare / agency of Thyrocare shall pick up the samples on a daily basis / or on call at a pre-decided time from the First party.
- 5. THAT in case a sample is not found to be appropriate / less than the required quantity or volume for carrying out the required tests then Thyrocare will inform the First party about this. In such cases, the First party will provide with a new sample at no additional cost to Thyrocare.
- THAT the Thyrocare through its own / associated accredited laboratories where it has an arrangement will process the Samples for generating the test reports, results.
- 7. THAT the Thyrocare hereby undertake to carry out only those tests that are chosen by the First party and it will not conduct any other tests on its own.
- 8. THAT the Thyrocare will adhere to best possible turn-around time to generate a report after the sample reaches the lab. However, Thyrocare shall not responsible for the delays caused because of reasons beyond its control.

### Agreement on Intellectual Property Rights

 All communication and information material originally developed or supplied by Thyrocare to the First party shall be owned exclusively by Thyrocare and can be used by the First party only with prior written consent and approval of Thyrocare.

### **Fee Schedule**

1. THAT Thyrocare will generate the invoice on a monthly basis for the services provided within the first week of subsequent month to the First Party.

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Page: 3 of 4

Page 75 of 102

### **Termination**

This MoU shall be in effect for a period of 2 years from the date of its execution which will be renewed further thereon till either of the party terminated this MOU in writing and on mutual agreement.

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE OF:

#### Second party

Signature:

Name : DR. RAIEEV ANAND

**Designation : Franchisee of Thyrocare** Technologies Ltd.

On behalf of Thyrocare

E-mail ID: anand05sarita@gmail.com

Contact No.: 9810153720

#### **First party**

Signature: ..... DR. V.P. GUPTA

Name

**Designation** : Registrar

On behalf of Santosh Deemed to be University, Ghaziabad, NCR Delhi.

E-mail ID: registrarsantosh@gmail.com registrar@santosh.ac.in

Contact No.: 7838888790

Page: 4 of 4

Page 76 of 102



### BETWEEN

### SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD,

### NCR DELHI

AND

**GHAZIABAD ORTHOPAEDICS CLUB** 

**GHAZIABAD, UTTAR PRADESH** 

No. 1, Santosh Nagar, Ghaziabad -201 009 (Delhi-NCR) +91-120-4933353/63/73

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santosh@santoshdeemedtobeuniversity.com admin@santosh.ac.in

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Page 77 of 102

## MEMORANDUM OF UNDERSTANDING BETWEEN SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI

### AND

### GHAZIABAD ORTHOPAEDICS CLUB GHAZIABAD, UTTAR PRADESH

\*\*\*\*\*

The Santosh Deemed to be University, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education to all including Research and Innovation. The University, at its various Medical and Dental Departments are charged with the responsibility of training individuals on various scientific skills in various front-line areas of importance for the Nation. The University is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry.

The Ghaziabad Orthopaedics Club, Ghaziabad, is engaged in extending the Academic Support / activities, Conducting Conferences, Academic Workshops and Symposiums to the Orthopaedic community at large in Ghaziabad.

The following terms and conditions have been agreed by both the parties of Santosh Deemed to be University and Ghaziabad Orthopaedics club henceforth enter in a Memorandum of Understanding with the following terms and conditions:-

1. THAT the University will send its students for various Conferences and Symposiums organized by the Second party.

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Page: 2 of 3

Page 78 of 102

- 2. THAT the Second party will provide teaching / training support in form of manpower and conducting the academic activities.
- 3. THAT the Second party will provide access for conducting the CME's, Symposium, Conference etc., and involve PG's and Faculty members of the First party.
- 4. THAT there shall be "No" financial commitments / obligations by both the parties for extending their mutual support and consent.
- 5. THAT the term of this Memorandum of Understanding will be 2 (two) years from the date of execution of the Memorandum of Understanding.

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE OF:

### Second party

Signature: ..

Name : DR. RAJEEV ANAND

**Designation : President** 

On behalf of Ghaziabad Orthopaedics Club – UP Chapter

E-mail ID: rajeevanand05@yahoo.co.in

Contact No.: 9810153720

**First party** Signature: ....

Name : DR. V.P. GUPTA

Designation : Registrar

On behalf of Santosh Deemed to be University, Ghaziabad, NCR Delhi.

E-mail ID: registrarsantosh@gmail.com registrar@santosh.ac.in

Contact No.: 7838888790

Page: 3 of 3

Page 79 of 102



### BETWEEN

### SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD,

### NCR DELHI

AND

### MEDIUPSKILL

### **AN INITIATIVE OF**

## CENTRE FOR DISASTER & EMERGENCY PREPAREDNESS (CDEP)

### RAMPRASTHA COLONY, GHAZIABAD

AND TOUCH LIFE FOUNDATION TRUST

BENGALURU

No. 1, Santosh Nagar, Ghaziabad -201 009 (Delhi-NCR) +91-120-4933353/63/73 santosh@santoshdeemedtobeuniversity.com admin@santosh.ac.in

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Page 80 of 102

### **MEMORANDUM OF UNDERSTANDING BETWEEN**

### SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI

### AND

### MEDIUPSKILL

### **AN INITIATIVE OF**

### CENTRE FOR DISASTER & EMERGENCY PREPAREDNESS (CDEP) RAMPRASTHA COLONY, GHAZIABAD AND TOUCH LIFE FOUNDATION TRUST BENGALURU

\*\*\*\*

The Santosh Deemed to be University, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education to all including research and innovation. The Centre for Disaster & Emergency Preparedness (CDEP), Ramprastha Colony, Ghaziabad, is instrumental in creating awareness about Disaster and Emergency Management in India in Association with TouchLife Foundation Trust, Bengaluru, a Non-Profit Organization empaneled with Niti Aayog achieved making thousands of entrepreneurs in over 30000 Student participation in 2500 Sessions under training from MSME (Ministry of Micro Small & Medium Enterprises).

The following terms and conditions have been agreed by both the parties under the Memorandum of Understanding: -

Page: 2 of 5

Page 81 of 102

- 1. THAT the party of the first part will provide infrastructure facilities like space for education purposes and other necessary items (in the nature of being reusable) and non-teaching support to the extent feasible as may be used for running the operations of educational courses.
- 2. THAT the party of the second part will provide teaching support in form of manpower and conducting the academic activities.
- 3. THAT the term of this Memorandum of Understanding will be for 3 (three) years from the date of execution of the Memorandum of Understanding. This Memorandum of Understanding in case of non-renewal will extend to such a period that the admissions done to the course have either completed their academic requirements.
- THAT there will be two courses viz. Industry Offered Course on Medical Coding and Value Added Certificate Course "Hospital Management". The terms and Conditions of the same are as under:
  - i) Industry Offered Course of Medical Coding:
    - a. THAT the Industry Offered Course on **Medical Coding** a 12 month weekend program, for which finer details will be worked mutually, will be offered as the Elective Course (purely optional), at Graduate / Post Graduate / Ph.D. program of the University as deemed fit considering academic feasibility and upon mutual consultations. Any

Page: 3 of 5

addition to the list of programs to be serviced by the party of the second part will be based on mutual consent.

- b. Details of the Programs:-
  - A 3 hours introduction to US healthcare program by Second party, which will be common for all students (Additional charges will be taken from all students)
  - 75 hours of elective program to be completed in 12 months for students who enroll.
  - Training will be done through live and recorded sessions.
  - Regular evaluation tests to evaluate and revaluate the progress of participants and final assessment in form of a written examination
  - Certificate will be provided after successful completion of course
  - The Industry Offered Elective Course will be charged Rs. 21,000 (Rupees Twenty one thousand only) per student from the University

### ii) Value Added Certificate Course – Hospital Management

a. THAT the Value Added Certificate Course – Hospital Management - a 24 hours weekend program, which includes three modules on Hospital Management, Basics of NABH Accreditation and Hospital preparedness in Disasters & Epidemics (optional) along with Graduation or any other program of University as deemed fit considering academic feasibility and upon mutual consultations. The said Value Added Certificcate Courses shall be charged Rs.2500/- per student and certification will be provided on

Page: 4 of 5

completion of the course to the students. Any addition to the list of programs to be serviced by the second party will be based on mutual consent.

- 5. THAT the sharing will be based on tuition fee charged from the student. The second party
  - a. Will retain a share of 75 % of fee for each course
  - b. Will follow due processes towards enrollment of students to the said courses,
  - c. Will specify the Curriculum and syllabi for the courses offered,
  - d. Will specify the evaluation methodology in consultation with the first party for the courses offered.
  - e. Certificate will be provided after successful completion of respective course



On behalf of Santosh Deemed to be University, Ghaziabad, NCR Delhi.

#### E-mail ID:

registrarsantosh@gmail.com registrar@santosh.ac.in

Contact No.: 7838888790

#### Second party

or TOUCHLIFE FOUNDATIO Signature: ..

Name : Dr. Nishchal Gupta & Mr. Namit Bareja

Designation : Convener & General Secretary

On behalf of Touchlife Education Trust, MediUpSkill

E-mail ID: <u>dr.nishchal@gmail.com</u> touchlifefoundationtrust@gmail.com

Contact No.: 9910415441

Page: 5 of 5





BETWEEN

### SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI - 209001

### AND

### DEPARTMENT OF SURGICAL ONCOLOGY DHARAMSHILA NARAYANA SUPERSPECIALITY HOSPITAL VASUNDHARA ENCLAVE, DELHI

 No. 1, Santosh Nagar, Ghaziabad - 201009 (Delhi-NCR)
 santosh@santoshdeemedtobeuniversity.com

 +91 120 4933353 / 63 / 73
 Page
 1 of 4

### www.santosh.ac.in

# MEMORANDUM OF UNDERSTANDING BETWEEN SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI

AND

### DEPARTMENT OF SURGICAL ONCOLOGY DHARAMSHILA NARAYANA SUPERSPECIALITY HOSPITAL VASUNDHARA ENCLAVE, DELHI

#### \*\*\*\*

The Santosh Deemed to be University, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education to all including research and innovation. The University, at its various Medical and Dental Departments is charged with the responsibility of training individuals on various scientific skills in various front-line areas of importance for the Nation and is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry by undertaking Institutions / Industries offering various skills development / vocational courses.

The Dharamshila Narayana Superspecialty Hospital, Vasundhara Enclave, Delhi is engaged in delivering high quality, affordable healthcare services to the broader population in India. The DEPARTMENT OF SURGICAL ONCOLOGY, under the mentorship of the Director, Surgical Oncology, is engaged in providing various diagnostics & specialty treatment and consultancy services to the community and conducts various skill development and fellowship programmes, in the field of SURGICAL ONCOLOGY and related fields.

The following terms and conditions have been agreed by both the parties under the Memorandum of Understanding:-

1. THAT the formal training / Observership for the students and faculty from the DEPARTMENT OF ORAL & MAXILLOFACIAL SURGERY AND



Page: 2 of 4

### **DEPARTMENT OF ORAL & MAXILLOFACIAL PATHOLOGY** shall be provided in the **DEPARTMENT OF SURGICAL ONCOLOGY**, **DHARAMSHILA NARAYANA SUPERSPECIALITY HOSPITAL**, **VASUNDHARA ENCLAVE**, **DELHI**.

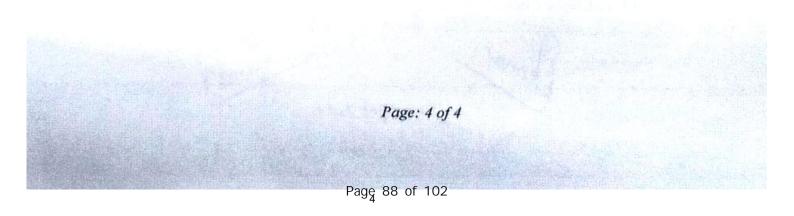
- THAT both parties shall encourage interactions between the Medical Director / Dean, Faculty members and Students of both the organizations on mutual agreement.
- THAT both parties shall indulge in exchange of personnel through deputation as per the Rules of the respective Institute, for limited periods as mutually agreed upon.
- THAT the parties shall frame Regulations / Guidelines for obtaining approval from various Management to offer Skill Development / Certificate / Value Added programmes on mutual consent.
- 5. THAT the first party will permit <u>students and Faculty members</u> from the <u>DEPARTMENT OF ORAL & MAXILLOFACIAL SURGERY</u> for mutually approved Skill / Certificate / Value Added Courses / Observership agreed upon.
- THAT Appropriate Evaluation process and Certificate will be designed and issued on mutual agreement and to be signed by Authorized Signatories of both the parties.
- THAT both the parties shall make provisions to share their respective facilities in order to promote the said academic expertise on mutual consent agreed upon.
- THAT both that parties shall provide access to the library facilities, members of faculty and students as per the prevailing rules and norms in the respective Institutes.
- THAT neither of the partners shall publicize any other things not outlined in this MoU without knowledge of the other.
- 10.THAT in any of the above activities, the financial aspects, if involved, shall be borne by the respective Institutions and will be considered case to case basis on mutual consent.

Page: 3 of 4

- 11.THAT this MOU shall be effective from the date of signing of both the parties.
- 12. The duration of the MOU shall be for a period of 3 years from the effective date. During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either of the parties. However, termination of the MOU will not in any manner affect the interests of the students/faculty who have been admitted to pursue the programmes under the MOU.

IN THE WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED BY THE CONCERNED INSTITUTION, HAVE SIGNED THIS MOU IN THE PRESENCE OF:







### BETWEEN

### SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD,

NCR DELHI

AND

### INSTITUTE OF PROFESSIONAL EDUCATION & LEARNING SOCIETY, SPORTS ACADEMY ASSOCIATION OF INDIA GHAZIABAD, UTTAR PRADESH

Page: 1 of 5



No. 1, Santosh Nagar, Ghaziabad - 201009 (Delhi-NCR) +91 120 4933353 / 63 / 73 santosh@santoshdeemedtobeuniversity.com admin@santosh.ac.in

## www.santosh.ac.in

# MEMORANDUM OF UNDERSTANDING BETWEEN SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI AND

## INSTITUTE OF PROFESSIONAL EDUCATION & LEARNING SOCIETY, SPORT ACADEMY ASSOCIATION OF INDIA, GHAZIABAD.

#### \*\*\*\*

The Santosh Deemed to be University, Ghaziabad, NCR Delhi is providing medical and related education to aspirants by providing affordable medical education to all including research and innovation. The M/s SPAA India is engaged in promoting sports education in India and across the world, through its associate Institute of Professional Education & Learning Society (herein after IPEL) for providing advisory and necessary inputs, as may be required in furtherance of promoting sports education, for running courses related to sports fitness management and other relevant programs.

The following terms and conditions have been agreed by both the parties under the Memorandum of Understanding:-

1. THAT the party of the first part will provide infrastructure facilities like space for education purposes, electricity, water and other necessary items (in the nature of being reusable) and non-teaching support to the extent feasible as may be used for running the operations of educational courses.

Page: 2 of 5

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Page 90 of 102

- THAT the party of the second part will provide teaching support in form of manpower and conducting the academic operations and will cover expenses only for consumables and payments related to teaching the course material.
- 3. THAT the term of this Memorandum of Understanding will be 5 (five) years from the date of execution of the Memorandum of Understanding. This Memorandum of Understanding in case of nonrenewal of the Memorandum of Understanding will extend to such a period that the admissions done to the course have either completed their academic requirements or exhausted the time frame or have been made to leave or have on the or own left the course.
- 4. THAT the party of the first part allows the party of the second part to leverage the marketing and placement platforms created by it. Neither party will force, coerce or engage in foul play to induce the other party to make expenditure on these account beyond the free will of that party.
- 5. THAT the program **Certificate in Sports Physiotherapy / Fitness Coach / Sports Medicine** - a 12 month-weekend program, for which finer details will be worked mutually, will be run along with Graduation or any other program of university as deemed fit considering academic feasibility and upon mutual consultations. Any addition to the list of programs to be

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Page: 3 of 5

serviced by the party of the second part will be based on mutual consent.

- 6. THAT the tuition fee for the programs or the increase in fee during the tenure/applicability of Memorandum of Understanding to be managed by the party of second part will be decided in consultation by both parties.
- THAT the sharing will be based on tuition fee charged from the student. The party of the second part
  - a. Will retain a share of 40% of tuition fee, and
  - b. charge an enrollment fee Rs 1550/- per student

Expenses on books & study material, uniform fees, provision for laptop and foreign tours/collaborations, etc., if any, will be strictly charged by the university directly from the student on cost basis. The university hereby agrees to select the lowest bidder for incurring undertaking such activities and not to make it a profit seeking activity for itself or for its associates.

8. THAT the participation fee in Tournaments, Seminars, Conferences fee will be decided on mutual consent keeping in view the objective, requirements and results to be achieved. The cost, if any, will devolve upon the students willing to undertake such activity and such cost will be subject to condition stated in las para of Section 7.

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Page: 4 of 5

Page 92 of 102

- 9. That any fee charged from such student, undergoing a course being run under this Memorandum of Understanding, will be decided mutually even if the said fee is not a part of the tuition fee.
- 10. That any other service which either of the party undertakes for the furtherance of the objective of this Memorandum of Understanding will may have an affect on the fee sharing either from tuition fee or any other fee charged from the student for which the said service is undertaken.

### Second party

mul Signature:

Name : Shri. Gopal Arora

**Designation : Director, IPEL** 

On behalf of Institute of Professional Education & Learning Society, Sports Academy Association of India, Raj Nagar, Ghaziabad

Personal PAN No. AHEPA4172E

E-mail ID: ipel.india@gmail.com aroragopal1974@gmail.com

Contact No.: 9350885014; 9958668222

FDTOR Signature: REGISTRAR 7-2020 Dr. V.P. Gupta Name ABAD NCR **Designation : Registrar** 

**First party** 

On behalf of Santosh Deemed to be University, Ghaziabad, NCR Delhi.

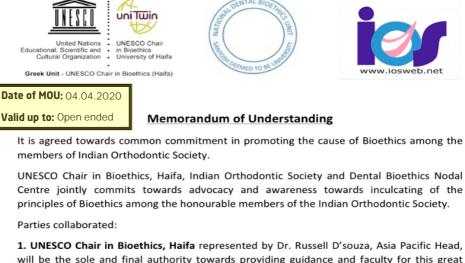
E-mail ID:

registrarsantosh@gmail.com registrar@santosh.ac.in

Contact No.: 7838888790

Page: 5 of 5

Page 93 of 102



will be the sole and final authority towards providing guidance and faculty for this great initiative.

**2. Indian Orthodontic Society** – will encourage and facilitate its Life member (LM) and Student life member (SLM) to attend and to enrol for this programme.

**3. Dental Bioethics Nodal Unit**– Dr. Rajiv Ahluwalia, Associate Dean, Santosh Dental College – Santosh Deemed to be University and Secretary – National Dental Bioethics Programme, and Member of good standing Indian Orthodontic Society will facilitate the process, promote research and set programme content and validate.

Dr. Russell D'souza, Hon. President - Indian Orthodontic Society, Hon. Secretary Indian Orthodontic Society and Dr. Rajiv Ahluwalia will be the signatories.

**No Partnership.** Nothing in this MOU shall be construed as creating a joint venture or legal partnership between the collaborating parties. Neither Association shall have the authority to bind the others, nor shall the employees, volunteers or agents of one organization be considered employees, or agents of the others. This MOU is not intended to imply a financial arrangement between the collaborating organizations. The partnership is merely a spirit of goodwill and collaboration centred around the above described activitie

en.

Dr. Sridevi Padmanabhan

Dr. Russell D'souza

UNESCO Chair in Bioethics, Haifa

Asia Pacific Head

Dr. Pradeep Jain

Hon. President – IOS Hon. Secretary - IOS

Secretary – National Dental Bioethics Program

Dr. Raiiv Ahluwalia.

Associate Dean, Santosh Dental College



### **INDIA NON JUDICIAL**

Parmad Kuma वाठमं० 281, 39 नवयुग माकिंट मोंगे : 9211681000, गाजियावाद

### **Government of Uttar Pradesh**

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- SANTOSH DEEMED TO BE UNIVERSITY
- Article 5 Agreement or Memorandum of an agreement
- Not Applicable
- SANTOSH DEEMED TO BE UNIVERSITY
- KAILASH HOSPITAL AND NEURO INSTITUTE
- SANTOSH DEEMED TO BE UNIVERSITY
  - 100 (One Hundred only)

Please write or type below this line

DMRShow

Dr. (Lttol) RAJESH PARASHAR Medical Superintendent Kailash Hospital & Neuro Institute NH-1, Sector-71, Noic

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Statutory Alert:

The authory Alertz
 The authory of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 The onus of checking the legitimacy is on the users of the certificate.
 In case of any discrepancy please inform the Competent Pagev 95 of 102



BETWEEN

### SANTOSH DEEMED TO BE UNIVERSITY

**GHAZIABAD, DELHI NCR** 

AND

### KAILASH HOSPITAL & NEURO INSTITUTE SECTOR - 71, NOIDA - 201309

Dr. (Lt Col) RAJESH PARASHAR Medical Superintendent Kailash Hospital & Neuro Institute NH-1, Sector-71, Noida-201301

No. 1, Santosh Nagar, Ghaziabad -201 009 (Delhi-NCR) +91-120-4933353/63/73

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santosh@santoshdeemedtobeuniversity.com admin@santosh.ac.in

### www.santosh.ac.in

Page 96 of 102

### MEMORANDUM OF UNDERSTANDING BETWEEN SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, NCR DELHI AND KAILASH HOSPITAL & NEURO INSTITUTE, NOIDA, UTTAR PRADESH

To provide Post Graduate Medical Studies in the country and serve larger public interest, Kailash Hospital & Neuro Institute and Santosh Deemed to be University agree to formalize a Memorandum of Understanding [MOU] for post graduate classes in basic sciences [Anatomy, Physiology, Biochemistry & Pharmacology] for the candidates pursuing the DNB programme at Kailash Hospital & Neuro Institute on following terms:-

- 1. Candidates pursuing the DNB programme at Kailash Hospital & Neuro Institute shall join post graduate classes at the teaching facilities at Santosh Medical College & Hospital affiliated to the Santosh Deemed to be University for the refresher courses in basic sciences as per the NBE curriculum.
- 2. The timing and batches for the classes shall be decided upon as per the convenience of both the Institutions.
- 3. Kailash Hospital & Neuro Institute shall provide a token honorarium of Rs.2000/- per student per year for each lecture attended by the student, to the Santosh Medical College & Hospital in the Department of Anatomy, Physiology, Biochemistry and Pharmacology.
- 4. This MOU shall remain valid for five years from the date of signing and shall continue thereafter unless rescinded. One month notice will be required for termination of the Memorandum of Understanding [MOU].

.4.20 9 Signature : Signature : EMED TO A Name: DR. RAIESH PARASH Name: Dr. ALPANA AGRAWA Medical Superintend Kailash Hosp REGISTRAR **Designation: Registrar** Designation: Medical S tendent On behalf of the Santosh Deemed to On behalf of the Kailash Hospital & be University, Ghaziabad, NCR Delhi Neuro Institute, Noida, Uttar Pradesh

Dated: 29.04.2022

Dated: 29.04.2022





Date: 02/03/2020

# Memorandum Of Understanding

Department Of Orthodontics, Santosh Dental College, Pratap Vihar, Ghaziabad has high requirement of adult patients seeking orthodontic treatment.

Clear Aligners is the latest technology in world to treat patients with aesthetic braces.

Aim of MOU- To train Students and upgrade their skills and to enhance their competency which will help them in their employability. This will also enhance their entrepreneurship in today's world.As clinical output increases the same maybe used for Research . Whereas Novo align will provide Santosh University their digital scanner and treatment simulation software for value added programs for the students, the Department of Orthodontics will be committed to engaging in utilizing aligner services from Novoalign

Collaboration between Santosh Deemed to be University and Novoalign will be done to promote the use of Digital Dentistry amongst students ,Faculty and Technicians in Santosh Dental College

Parties Involved:

Parties Collaborated-

- 1. Santosh Deemed To Be University
- 2. Department Of Orthodontics, Santosh Dental College
- 3. Novoalign

The partnership will be for the period of 1 Year

\*This has NO financial obligation or commitment on either parties.

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Dr. Rajiv Ahluwalia

HOD,

Department of Orthodontics & Dentofacial Orthopaedics

NOVOALIGN

Valid up to: Open ended

#### **INFLIBNET** Centre

#### Memorandum of Understanding (MoU) for Shodhganga/Shodhgangotri

(A Repository of Theses and Dissertations submitted to the Universities in India)

This Memorandum of Understanding (MoU) is made and entered into on <u>13.02.2020</u> between the INFLIBNET Centre, an IUC of University Grants Commission located at Gandhinagar, hereinafter referred to as "INFLIBNET" and <u>Santosh Deemed to be</u> <u>University</u>, here in after referred to as the 'University'.

WHEREAS, INFLIBNET Centre, an Inter-university Centre of the University Grants Commission, as its mandate, promotes open access to scholarly content generated in universities. The Centre has computers, network, software infrastructure and technical knowhow required for hosting electronic versions of theses and dissertations in open access with interface to search, retrieve and access these content.

WHEREAS Santosh Deemed to be University (University / Deemed University / Inter University Centre) has agreed to take part in the process of digitisation of old theses and dissertations (not available in computerized machine-readable format) and building-up of digital repository and to promote, share and host its ETD in 'Shodhganga: A reservoir of Indian theses submitted to the Universities in India' and other universities in open access. 'Shodhganga' is a name coined by INFLIBNET Centre for refering to the respository of Indian Electronic Theses and Dissertations. The word "Shodh" originates from Sanskrit and stands for research and discovery. The 'Ganga' is the holiest, longest and largest river in Indian subcontinent which has held heart of its people captive and drawn millions of people to its banks since the dawn of history. The Ganga is the symbol of India's age-long culture and civilization, ever changing, ever flowing, ever loved and revered by its people. "Shodhganga", a repository of theses and dissertations submitted to Indian universities, is expected to keep growing to a formidable size as more and more researchers from India submit their research works to this ever growing reservoir. Under the initiative called "ShodhGangotri", research scholars / research supervisors in universities are requested to deposit electronic version of approved synopsis submitted by research scholars to the universities for registering themselves for the Ph.D programme.

This Memorandum of Understanding (MoU) defines responsibilities, liabilities and commitments of the institutions involved to ensure proper system implementation, to meet the objectives pertaining to submission and access to Electronic Theses and Dissertations as envisaged by the UGC vide its Notification (Minimum Standards & Procedure for Award of M.Phil/Ph.D Degree), Regulation, 2009 dated 1st June, 2009.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, INFLIBNET and the University agree to the following terms and conditions:

#### I. INFLIBNET Centre

1. Provide access to ETD hosting server(s) at the INFLIBNET Centre 'Shodhganga'/'Shodhgangotri' to the University with accompanied software interface enabling University / its student to create metadata and upload their theses and dissertations in ETD repositories designed for this purpose. The INFLIBNET will take the responsibility of keeping the data intact and usable, keep back-up of the data so as to avoid its loss. The INFLIBNET will deploy

Pg1of4

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tools and techniques of digital preservation to ensure continuing access to scholarly content in digital formats and to protect them from media failure, physical loss and obsolescence.

- Recommend to the UGC to extend financial assistance to the Universities under Sections 12(B) and 2(f) of UGC Act for digitization of theses and dissertations not available in computerized machine-readable format and / or for procurement and installation of a suitable computer system / infrastructure for creation of ETDs.
- Provide configuration of system, specifications and technical guidance to the University for procurement of computer hardware and related systems for settingup of ETDs.
- 4. Provide guidelines, technical standards and specifications for digitization of Ph.D. theses submitted to the university in past and for theses not available in computerized machine-readable format.
- 5. Impart training to at least one person from the university (from library field and / or from computer field) in creation, updation and computerized operation of digital repositories of ETDs especially on 'Shodhganga'.
- 6. Extend access to an anti-plagiarism software or provide services to evaluate theses for possible plagiarism and submit a report to the concerned university.
- 7. The INFLIBNET may refuse to host any material deemed by the INFLIBNET to be controversial in nature or is in violation of copyright act.
- 8. This right of refusal will not relieve the University / Ph.D. scholar of liability, both to INFLIBNET and to the public, for matter contained in the theses that may be libelous or actionable and to both INFLIBNET and copyright owners for copyright infringement by the Ph.D. Scholar.
- 9. The INFLIBNET Centre will not be responsible for i) errors, omissions, inaccuracies and quality of content or misinformation or for any damages caused to the user or any third party from the use of content provided in the theses; ii) safety and archiving of loaded content in cases of "force majeure" including natural calamities; and iii) printed version of theses.
- 10. INFLIBNET Centre will recommend or provide access to plagiarism software which university may use to detect plagiarism before awarding the degree.
- 11. The INFLIBNET Centre replicates the content of theses and dissertations on different server and other auxiliary storage media. However, the INFLIBNET Centre does not take the responsibility for the archiving or backing-up of loaded content. The universities, therefore, should also keep a back-up of their theses and dissertations.

Pg 2 of 4

12. INFLIBNET Centre also maintains a repository called "Shodhgangotri" for hosting the approved synopses of research topic submitted to the universities by the students for registering themselves under the doctoral programme. Research students/their supervisors are encouraged to submit approved synopses/research proposals and register their priority on a research proposal through the repository.

#### II. The University

- 1. The University would grant non-exclusive worldwide license to the INFLIBNET Centre for hosting and distributing their theses in digital format in 'Shodhganga'/ 'Shodhgangotri' or any other server designated for this purpose.
- 2. The University / its researcher scholars agree to host / upload a computerized machine-readable file in mutually agreed format of all theses on to the 'Shodhganga'/'Shodhgangotri' server at the INFLIBNET.
- 3. The University will not hold INFLIBNET Centre responsible for any errors and omissions contained in the original theses.
- 4. The University commits to digitize theses and dissertations and their bibliographic records submitted to the university and provide necessary infrastructure including manpower support for operation of ETDs.
- 5. Commits to utilize the assistance provided by the UGC on recommendation of the INFLIBNET for implementation of ETDs including their digitization.
- 6. Deputes at least one person from the university (from library field or from computer field) for undergoing training on implementation of ETD organized by the INFLIBNET and ensure that the person trained by INFLIBNET on ETD is / are deployed for the same job.
- 7. Arranges to provide training to research scholars or users of its library and staff of colleges affiliated to University in creation of electronic version of theses and their deposition in the ETDs.
- 8. Ensures use of standard software and metadata schema suggested / provided by the INFLIBNET for setting-up / development / operation of its ETDs .
- 9. Creates bibliographic records of all theses and dissertations submitted to the university in standard bibliographic formats prescribed by the INFLIBNET Centre from time-to-time and contributes these records for inclusion in the INFLIBNET's Union Catalogue (IndCat).
- 10. Commits to sharing of library ETD resources / databases with the INFLIBNET Centre as well as with other universities.

Pg 3 of 4

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- 11. The University would agree to host their ETDs in the digital repositories 'Shodhganga or other servers' set-up at the INFLIBNET Centre, and grant nonexclusive licence to the Centre to make electronic version of theses in full-text (theses that are born digital as well as those that are digitized using scanners / digital cameras) accessible through open access ETD.
- 12. The University shall not use electronic version of theses digitized using funds given by the UGC for any commercial purposes. The University shall not rent, sell or license the use of or deliver or release or otherwise part with the possession of the systems / software or the INFLIBNET ETDs databases, Shodhganga or any part thereof to any other party (individual, institution, organization, etc.)
- 13. The University will also commit their own funds or grants for fulfillment of the project, if the project on implementation of ETDs demands more resources and funds to complete it.
- 14. The University will use the plagiarism software recommended by the INFLIBNET and made accessible to test the thesis submitted by the student for plagiarism before awarding the Degree. If the university is not subscribing to such software, it will use the software from the nearest Regional Centre, if any.
- 15. University would encourage and ensure that Research Scholars/ Research Supervisors deposit host their approved Research Proposals/ approved synopses on the "Shodhgangotri" once Ph.D. is registered.

#### III. Termination

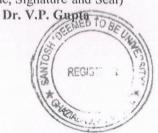
Both, the Parties, will have rights to terminate the MoU at any time in case of breach of obligations and terms and conditions of the MoU. This MoU signed hereunder may be terminated by either party at anytime upon ninety (90) days prior written notice. Upon termination of this Agreement, the INFLIBNET / University will stop hosting their theses immediately while keeping the theses already deposited by the University in its archives for its users. The University shall stop using the INFLIBNET's ETD facilities and databases and return any software / hardware or digitized content provided by or through the INFLIBNET, back to INFLIBNET within the 3 months notice period.

IN WITNESS WHEREOFF, the parties hereto executed this MoU on this date above mentioned.

**UNIVERSITY:** 

Vice Chancellor / Registrar or designated authority.

(Name, Signature and Seal)



**INFLIBNET:** 

Prof J P Singh Joorel, Director INFLIBNET Centre,

An IUC of University Grants Commission, Infocity, Gandhinagar - 382 007.

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Pg4 of 4

Page 102 of 102

