



**SANTOSH**  
**Deemed To Be University**  
(Established u/s 3 of the UGC Act, 1956)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**ACCESS HEALTH INTERNATIONAL INC.  
1016 FIFTH AVENUE, SUITE 11 A/C, NEW YORK  
UNITED STATES**



**ACCESS**  
health international

**&**

**SANTOSH DEEMED TO BE UNIVERSITY  
GHAZIABAD, NCR DELHI - 201009  
INDIA**

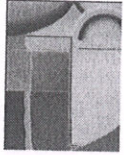


No. 1, Santosh Nagar, Ghaziabad -201 009 (Delhi-NCR)  
+91-120-4933353/63/73

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

[www.santosh.ac.in](http://www.santosh.ac.in)





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*Our vision is that all people, no matter where they live, no matter what their age, have the right to access high quality and affordable healthcare and to lead healthy and productive lives*



## MEMORANDUM OF UNDERSTANDING

**Ref No: AHII/210211/003**  
**[First Party]**

**F.No.: SU/R/2021/584, dated 01.03.2021**  
**[Second Party]**

This Memorandum of Understanding ("MOU") is executed on 25<sup>th</sup> February, 2021 ("Effective Date") between Partner ACCESS Health International, Inc. represented by Dr. William Alan Haseltine, having its office address at [1016 Fifth Avenue, Suite 11AC, New York, NY 10028, United States] (hereinafter referred to as "AHI")

And

Santosh Deemed to be University, a Deemed to be University incorporated under Section 3 of the UGC Act 1956, having its registered office at No.1, Santosh Nagar, Ghaziabad, NCR Delhi (hereinafter referred to as "Partner-Institute").

The organization AHI and Partner-Institute are hereinafter individually referred to as "Party" and collectively as "Parties".

### WHEREAS:

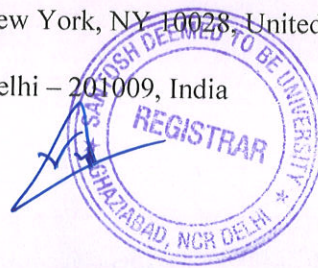
- A. ACCESS Health International, INC is an international think tank, advisory group, and implementation partner. They work to improve access to high-quality and affordable healthcare. They also work to reduce health disparities by shaping the social and environmental determinants of health.
- B. ACCESS Health International owns one of its arm ACCESS Health Digital (AHD) works in the area of providing consulting, advisory, and also publish online course material hosted as open-source for the larger public good.
- C. Partner-Institute is providing Medical and Dental and related education to aspirants by providing affordable medical education to students across the country including Research and Innovation. The University, with 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. The University

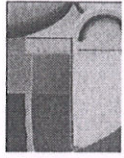
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is also contributing to the rapidly growing knowledge and professional excellence in the field of Medicine and Dentistry.

- D. Partner-Institute is interested to use online courses and other contents created by AHD in the areas of digital health, health IT, and policies to train its clinicians and support staff in respect to NDHB, Healthcare Standards, healthcare IT systems, electronic health record (EHR), and other IT systems and thereby improve the quality and efficiency of healthcare delivery in its hospitals.

## NOW IT IS HEREBY UNDERSTOOD

### 1. PURPOSE

- AHI allows Partner-Institute and its legal affiliates to use and access the online material published by it in any form on the following link.
  - i. AHD Academy's Digital Health platform (<http://www.openbodhik.in/>)
  - ii. ACCESS Health Digital Online content on YouTube or Slideshare.net
  - iii. Other Opensource content on digital health, Health IT, and other areas published by AHD or ACCESS Int.
- AHI hereby declares that Partner-Institute can freely use the Online Content to train its employees, staff, consultants, physicians, and others as it deems fit.
- AHD hereby declares that Partner-Institute can edit, modify, shorten, or use any part of the Online Content to develop new content or do whatsoever with the Online Content as it deems fit and/or create derivative work.
- For the purpose of co-branding, any change to the content shall be carried out on mutual consent between the parties

### 2. COLLABORATION

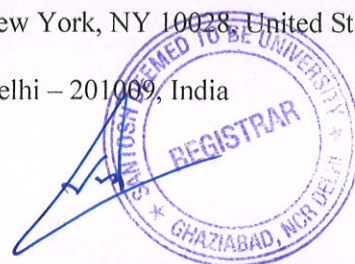
- The Parties intend to collectively pursue engagement without any monetary consideration.

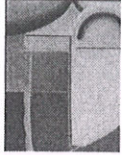
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- AHD will provide training sessions under the train-the-trainer model for the faculty selected and provided by Partner-Institute.
- All the training sessions for the students shall be conducted by the Partner-Institute team directly without any involvement of the AHD team.

## **Roles and Responsibilities**

### **3. ANTI-CORRUPTION**

The Parties represent and warrant that neither Party, nor any person or company working on either Party's behalf, shall not, directly or indirectly, offer, pay, promise to pay, or authorize such offer, promise or payment, of anything of value, to any person or entity to obtain or retain business or any improper advantage in connection with this Agreement, or that would otherwise violate any applicable laws, specifically United States Foreign corrupt Practices Act of 1977 and United Kingdom Bribery Act of 2010, Prevention of Corruption Act (CAP 241), and rules and regulations concerning or relating to public or commercial bribery or corruption ("Anti-Corruption Laws").

### **4. Contribution to Open-Source**

AHD maintains all the content as its offering on open-source and the same shall be continued. Partner-Institute can edit, modify, shorten, or use any part of the Online Content to develop new content at their end or do whatsoever with the Online Content as it deems fit and/or create derivative work to fit their purpose. Partner-Institute can contribute the updated, and modified content to the open-source community maintained by AHD as a volunteer to the program for the larger public good, based on the mutual consent between the parties.

### **5. INTELLECTUAL PROPERTY**

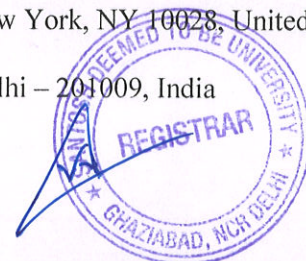
Neither Party nor any of its subsidiaries or associate companies thereof shall have any right to the use of any patents, registered designs, copyright, trademarks, or other industrial or intellectual property right of the other Party or any of their subsidiaries or associate companies except as may be specifically agreed upon in writing between the Parties except the above-agreed items.

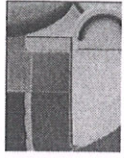
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All the present content and future updates or contents by AHD will continue to be hosted on the Open-source and shall not be applicable for any Foreground or Project Intellectual Property (IP) rights. Any contribution to open-source content by Partner-Institute shall not be applicable for any Foreground or Project Intellectual Property (IP) rights.

“Background IP” means Intellectual Property, which is created prior to or independently of this MOU. “Foreground IP” means all Intellectual Property, which results from or is generated pursuant to or for this MOU. “Intellectual Property” or “IP” means all intellectual property including all trademarks and service marks, copyrights, patents, designs, and confidential information, arising out of the Research and in the performance of this MOU.

## 6. GOOD FAITH

In entering this MOU the Parties hereto recognize that it is impractical to make provisions for every aspect of the proposed collaboration contemplated herein and accordingly declare their intention that this MOU shall operate between them with fairness provided always that such obligations herein expected from each of the Parties are practicable.

## 7. REPRESENTATIONS AND WARRANTIES

*Due Authority.* Each party represents and warrants that it has the right, power and authority to enter into this MOU, to grant the rights granted herein, and to perform the collaboration described herein.

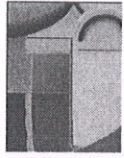
*Indemnity:* The Parties agree to defend, indemnify, and hold other Parties, its officers, directors, agents, representatives, shareholders, and employees, harmless from and against any claims, suits, expenses, damages, or other liabilities, including reasonable attorney's fees and court costs, arising out of the use by Parties, its respective agents and/or assigns, of any materials supplied by Parties, including without limitation any signage, banners, names, trademarks, service marks, trade-names or logos.

## 8. TERMINATION

This MOU may be terminated by either party, by giving the Parties thirty (30) days written notice. In case of termination of the MOU, the content contributed by either party on the open-source shall continue to stay in open-source.

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## **9. NON-BINDING NATURE**

Parties acknowledge that the provisions of this MOU represent their common intentions and commitment only and are not intended to create any legally binding contractual relationship between the Parties.

## **10. SEVERABILITY**

If any provision of this Agreement is declared invalid as contrary to law or public policy, the remaining provisions hereof shall continue to remain in full force and effect.

## **11. NO JOINT VENTURE**

This MOU shall not be deemed to create any joint venture, partnership, or agency between the parties hereto. It is understood that each party to this Agreement shall be independent of the other and that neither party shall have the right or authority to bind the other party until an official agreement is drawn between them.

## **12. LAW AND JURISDICTION**

This MOU shall be governed by and construed in accordance with the laws of State of Delaware United States of America. The Parties shall use their best efforts to resolve any disputes and/or outstanding issues by consultation or negotiation between the Parties, and in the event of a failure to resolve such disputes and/or outstanding issues, the Parties shall proceed to finally resolve it by arbitration in accordance with the Rules of Mediation and Conciliation of the USA International Arbitration Centre ("SIAC"). The arbitral award shall be final, conclusive and binding upon the Parties hereto.

## **13. SUBCONTRACTING**

The Second Party to this MOU shall not subcontract their obligations/responsibilities as specifically outlined above in defined purpose to this MOU to any third party without obtaining the prior written approval/consent of the other Party.

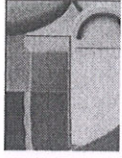
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#### **14. REVIEW PROCESS**

The Parties to this MOU will hold a status review meeting once every 6(Six) months to review the status and progress of the Project.

#### **15. AMENDMENT**

Any amendment, modification, change or revision to this MOU shall be subject to mutual agreement by both the Parties in writing.

#### **18. ASSIGNMENT**

This MOU and the rights and obligations herein may not be assigned by any Party without the written consent of the other Party, which consent may not be unreasonably withheld.

#### **19. RELATIONSHIP**

This MOU shall be construed to have been entered on a principal to principal basis. Nothing contained in this MOU shall be construed or interpreted as constituting an agency or employer-employee relation between the Parties.

#### **20. FORCE MAJURE**

Neither Party shall be liable for any failure or delay in performance of any obligation, under this MOU to the extent such failure or delay is due to a Force Majeure Event. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay.

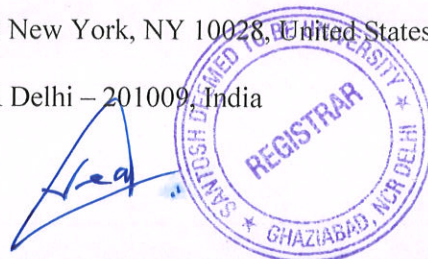
If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure Event as a result of which that Party is prevented from performing its obligation for more than 30 (thirty) days due to such Force Majeure Event ("Aggrieved Party"), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this MOU affected by the Force Majeure Event so long as the Force Majeure Event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified.

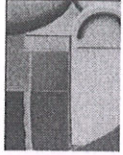
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**IN WITNESS WHEREOF** the Parties hereto have caused this MOU to be duly executed on the day and year first abovementioned.

**First party**

**Second party**

DocuSigned by:

*William Haseltine*

Signature: .....  
C4BBC3F4088A4D2...  
3/8/2021

Name : **Dr. WILLIAM ALAN HASELTINE**

Designation: Chair and President

On behalf of ACCESS Health International, INC  
1016, Fifth Avenue, Suite 11A/C  
New York, US - 10028

E-mail ID: **info@accessh.org**

Contact No.:

Signature: .....  
*[Handwritten 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

