



INDIA NON JUDICIAL



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## Government of Uttar Pradesh

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Certificate No. : IN-UP95819376598854V  
Certificate Issued Date : 09-Dec-2023 06:59 PM  
Account Reference : NEWIMPACC (SV)/ up14446704/ MATHURA SADAR/ UP-MTH  
Unique Doc. Reference : SUBIN-UPUP1444670487359078333375V  
Purchased by : GLA UNIVERSITY MATHURA  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : GLA UNIVERSITY MATHURA  
Second Party : VARDAN MULTISPECIALITY HOSPITAL GHAZIABAD  
Stamp Duty Paid By : GLA UNIVERSITY MATHURA  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



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## Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



## MEMORANDUM OF UNDERSTANDING

### BETWEEN

**GLA University, Mathura**

and

**Vardan Multi Specialty Hospital, Ghaziabad**

This Memorandum of Understanding (MoU) is being signed on the...13<sup>th</sup>...Day  
of December the year 2023 (effective date) between

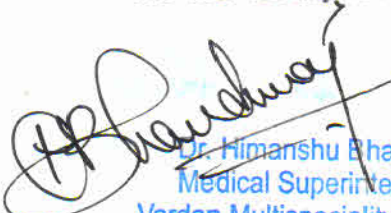
The GLA University, established under U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and ranked among the top Universities of Uttar Pradesh and India and has been accredited by the National Assessment and Accreditation Council (NAAC) with 'A+ Grade. Having its campus at NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura, Uttar Pradesh 281406. (Hereinafter referred to as "GLAU")

and

The Second Party Name Vardan Multi Specialty Hospital having its office at the Ghaziabad (India) which expression shall unless repugnant to the context of meaning there of include its successors and permitted assignees.

Whereas GLA University is offering a wide range of Graduate, Post-Graduate and Doctorate programmes. GLA University is approved and recognized by University Grants Commission (UGC), NCTE and Pharmacy Council of India.

Whereas Second Party, Vardan Multispeciality Hospital is run by Vardan Sewa Sansthan (VSS) which is a not-for-profit registered society serving the poor and common man since 1994. Vardan hospital has been serving the community for the past 8 years and has evolved to one of the best tertiary level healthcare provider in the National Capital Region of Delhi with best

  
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Medical Superintendent  
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professionals and state-of-the-art diagnostic and therapeutic medical equipment with the latest technology.

Both the Parties agree to work in the area of Academic/Health sector and undertake that specific areas under the MoU may be proposed, formulated and agreed upon by them for the implementation of this MoU and for the said areas. GLA University and/or Vardan Multispeciality Hospital assigned shall consider the same as part of this MoU.

The two institutions will endeavor to cooperate as follows:

## 1. OBJECTIVES

This MoU aims to build a long term relationship and to develop healthy and stable arrangements between both the parties. Any collaborative programs, projects or activities proposed under the this MoU shall be subject to negotiation, agreement and approval by, and between, the Parties. The forms of these collaborative programmes, projects or activities may include but are not limited to:

1. Develop research collaboration between both the groups.
2. Enhance the technical skill of the students.
3. Promote awareness in the field of healthcare.
4. Jointly organize conferences, workshops, seminars, continuing education and training programmes and similar academic programmes for practicing professionals, faculty members, research scholars and students.
5. Organize guest lectures.
6. Fostering a culture of innovation and entrepreneurship within the academin and industry sector and to promote exchange of knowledge, resources and expertise for mutual benefits.
7. Provide/receive handholding/monitoring support exclusively for promoting innovation and startup.

The parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangement for collaboration. The terms and conditions for such activities as deliverables, funding, developers, intellectual property will have to be specified in a separate work specific agreement.

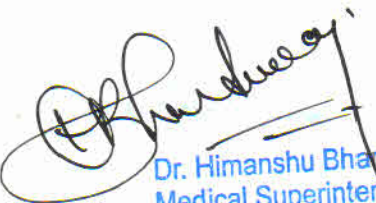
## 2. ROLES& RESPONSIBILITIESOF EACH PARTY

First Partywill be responsible for the following areas:

1. Joint Professional Development Programmes/Administrative training programmesfor faculty, staff and students.
2. Joint Research Projects/Joint Publications/ Resources Sharing.
3. Material and Resources exchange for education and research.

Second Party will be responsible for the following areas:

1. Hospital Visits/Field Projects/Internships/related to academic/research work.
2. To develop research collaboration between both groups.

  
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3. Regular exchange of course material, research publications and other academic and research inputs.
4. Hospital training for students at their centre.
5. Delivering the content for Online lectures/Guest lectures

### 3. FINANCIAL ARRANGEMENT

The financial arrangement for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by both the Parties on a case-to-case basis, subject to the availability of funds and resources.

### 4. REPRESENTATION AND WARRANTY

Each Party to this MoU represents that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.

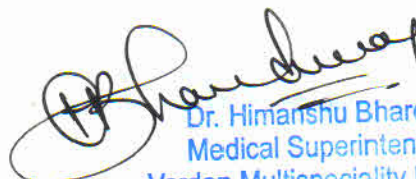
### 5. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/ OWNERSHIP

Each party will protect, its territory, intellectual property rights of the other party in force in their respective countries. All copyrights, design rights, rights relating to computer software or intellectual property rights of the documents produced in support of any activity under this MoU shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

### 6. CONFIDENTIALITY

- a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- b. Confidential information includes information:
  1. Disclosed by, or on behalf of, the Disclosing Party to the Receiving Party,
  2. Otherwise learned or ascertained by the Receiving party from inspection and/or evaluation of sample(s) identified by the Disclosing party as confidential and provided to the Receiving party by or on behalf of the Disclosing Party (sample(s)) and/or,
  3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as receiving party uses in maintaining as confidential its own confidential Information, but

  
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always at least a reasonable degree of care; due diligence will be taken by both the parties in maintenance of confidential information.

- d. The Receiving Party will use the confidential information only for the above mentioned purpose.
- e. The Receiving Party, will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- f. This MoU imposes no obligation on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
  - i. Was known to Receiving Party prior to disclosure by Disclosing Party,
  - ii. Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
  - iii. Is, or becomes, generally known or publicly available other than by unauthorized disclosure, is independently developed by Receiving Party,
  - iv. Is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
  - v. Is required by law or decree.
- g. The confidential information shall remain the sole property of the Disclosing Party.
- h. The obligation of non-disclosure of confidential information shall survive for 5 years after expiry/termination of this MoU.

## 7. SUSPENSION

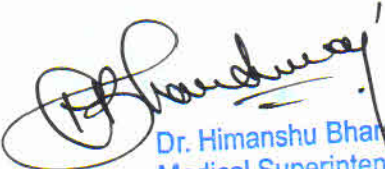
Each party reserves the rights for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification has been given to the other party through diplomatic channels.

## 8. REVISION, MODIFICATION AND AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by parties.

## 9. SETTLEMENT OF DISPUTES

The MoU is not intended to create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual

  
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consultation and / or negotiation between the Parties, without reference to any third party or international tribunal.

The MoU shall be governed and constructed in accordance with the Laws of India. The parties agree to submit to the exclusive jurisdiction of Mathura Court in India in connection with any dispute between the Parties under the MoU.

In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.

#### 10. EFFECTIVE DATE, DURATION AND TERMINATIO

The MoU shall commence from the Effective Date and shall continue for a period of 5 years from the Effective Date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of this co-operation and may extend the Term on such conditions as mutually agreed upon.

Notwithstanding the 10 paragraph 1 above, either party may terminate this MoU by notifying the other Party in writing at least Six (6) months in advance of such termination.

10.1 Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of the on-going activities and/or programmes, which have been agreed upon before the date of the termination of the MoU.

#### 11. SINGLE POINT OF CONTACT (SPOC)

Each party shall designate a person or office to serve as liaison for implementing this MoU. The liaison/ SPOC may change from time to time upon notice given to the other party in writing pursuant to this MoU. For the Second Party, SPOC Name Mr. Prashant Sharma, Head Accounts Manager, Email ID [prashantsomduttbhardwaj@gmail.com](mailto:prashantsomduttbhardwaj@gmail.com) Contact Number 7906921800 And For GLA University, the initial liaison/Single Point of Contact (SPOC) will be Mr. Bharat Bhushan, Institute of Pharmaceutical Research, Email I.D [bharat.bhushan@gla.ac.in](mailto:bharat.bhushan@gla.ac.in), Contact Number 7017648517 GLA University, Mathura-Delhi Road, Chaumuhan, Mathura, Uttar Pradesh 281406, India.

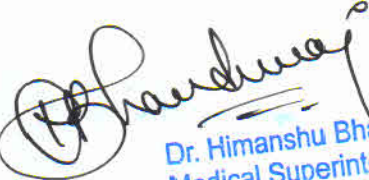
#### 12. INDEMNIFICATION

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this agreement Memorandum of Understanding by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents etc.

#### 13. FORCE MAJEURE

13.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

13.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

  
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