



STAREX UNIVERSITY, GURUGRAM

(Established by Haryana Govt. Act No. 20 of 2016)

(Recognized by UGC)

Memorandum of Agreement

This agreement is made in Gurugram on 20th March 2024.

Between

Starex University, a company incorporated under the Companies Act 1956, having its registered office NH – 48, Binola, P.O. Bhorakalan, Gurugram, Haryana – 122413, through its authorized signatory **Dr. Arobindo Ghosh** (Hereinafter referred to as “First Party” which expression shall unless it be repugnant to the context or meaning there of shall mean and include its successors and assignees) of the FIRST PART.

And

Aarvy Healthcare Pvt Ltd, a Company incorporated under the Companies Act, 2013 and having its registered office at **Sector-90, Gurgaon-122505, Haryana (India)** represented by **Mr. Vineet Kumar** (hereinafter referred to as “Hospital”) which term shall include its representatives, successors and permitted assignees) of the OTHER PART.

Hospital and Company shall individually be referred to as the ‘Party’ and collectively as the ‘Parties’, as the context may require.

WHEREAS, Hospital, a leading healthcare unit engaged in operating and managing Hospital and providing health care medical services through its facilities at Sector-90, Gurgaon.

WHEREAS Company upon being satisfied with the Hospital to provide benefits and discounts as set out in Annexure-A (the “Medical Benefits”) to the employees of Company.

NOW THEREFORE, in consideration of the premises and the promises and covenants herein contained, the parties hereto agree as follows:

1. **APPOINTMENT:**

Company hereby appoints Hospital to be its health care provider to extend Medical Benefits to its employees during the term of this Agreement;
During the term of this Agreement, Company shall notify the details of the medical benefits to its employees and encourage them to avail such services from the Hospital.

2. **SERVICES:**

Hospital shall provide benefits and discounts as set out in Annexure-A (the “Medical Benefits”) to the employees and students of Company.

NH-48, P.O. Bhorakalan, Vill. Binola, 122413 Gurugram (Haryana)

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3. CONFIDENTIALITY:

Hospital and Company may during the term and after termination keep confidential any confidential information which the Parties may acquire in relation to the services and shall not use or disclose such information except with the consent of the other Party. The restrictions in this Clause shall not apply to any information:

- a. Which is at the date of this Agreement publicly available other than through breach of this Agreement.
- b. Which was known to the Parties, as evidenced by written records, prior to it receiving such confidential information; which is disclosed in accordance with the requirements of law, any Governmental authority or any binding judgment order or requirement of any court or other competent authority.
- c. For the purpose of this Clause "confidential information" means all the information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by either of the Party to other Party before or after the date of this Agreement.

4. INTELLECTUAL PROPERTY:

Each Party undertakes that it shall not use any branding, confidential information, intellectual properties (including logo, trademark etc.) of other Party in any way whatsoever whether in print or electronic format without the prior written consent of other Party in this regard. The Parties to the Agreement shall own their respective intellectual property rights. Enabling any business transaction by using Intellectual Property Rights of the other party shall not be regarded as assignment or transfer of these rights to other party. The Parties to the Agreement shall inform the other party any unauthorized, improper or misuse of the Intellectual Property Rights by any third party, which is owned by such other party.

Neither party shall remove nor destroy any copyright notices, trademarks or other proprietary markings on the services, software, documentation, marketing material or other materials related to the services of the MHL.

5. FORCE MAJEURE:

If either party is prevented from performing its obligation under this Agreement from causes which are beyond its reasonable control, such as fires, Acts of God or, embargoes, governmental orders or restrictions or, the Party is excused from non-performance of its obligation during the period while such cause continues to exist. Provided that any Party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this Agreement to be performed shall notify the other Party as soon as possible specifying:

- I. The cause and extent of such non-performance
- II. The date of commencement thereof; and
- III. The means proposed to be adopted to remedy or abate the Force Majeure.

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A handwritten signature in blue ink, appearing to be 'An'.



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However, provided that if such cause continues to exist and prevents performance by the party of the obligation for more than thirty (30) days, the other Party may terminate this Agreement effective upon delivery to the non-performing party of written notice of such termination.

Any liability or obligation to pay any amount that has already accrued under this Agreement before the date of such Force Majeure event shall not be excused under a Force Majeure event.

6. TERMINATION:

7.1 Either Party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other Party at its last known address with or without assigning any reason stating its intention to terminate the Agreement and the Agreement shall stand terminated after the expiry of such notice period.

7.2 Upon expiry or termination of this Agreement as detailed above herein, both the Parties shall handover to each other or its authorized personnel all the materials, data base and other documents and records pertaining to this Agreement and / or belonging to the other Party.

7. NOTICE:

All notices to be given under this Agreement shall be in writing and shall be given or sent by hand, or by registered posted or recorded courier delivery to the address of the concerned as given below. The Parties shall inform the other Party immediately within 30 days of change in its address, through registered post.

In case of Hospital

Dr. Renu (CEO & Director)
Sec-90, Gurgaon,
Haryana – 122505

In case of Company

Dr. Arobindo Ghosh (Registrar)
NH – 48, Binola, P.O. Bhorakalan
Gurgaon, Haryana - 122413

8. GENERAL PROVISIONS:

WAIVER: No waiver shall be valid unless given in writing by the Party or Parties from whom such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties of a breach of or a default under any of the provisions of this

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15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall alone have the jurisdiction on the terms governing this Agreement to the exclusion of all other courts situated elsewhere.

16. DISPUTE RESOLUTION & ARBITRATION:

If any dispute, differences or claim arise between the Parties in connection with this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement or anything done, omitted to be done pursuant to this Agreement, the Parties shall first endeavor to resolve the same through conciliation and negotiation. However, if the dispute is not resolved through conciliation and negotiation within 30 days after the commencement of such conciliation or within such period mutually agreed in writing, then the Parties may refer the dispute for resolution to the sole Arbitrator to be mutually appointed by both the Parties. The Parties agree that the arbitration proceedings will be conducted at Delhi and shall be governed by the provisions of [Indian] Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof for the time being in force.

17. ENTIRE AGREEMENT:

This Agreement, including the Annexure attached hereto, constitutes the complete and entire statement of all terms, conditions and representations of the agreement between Hospital and the Company with regard to the subject matter hereof and it supersedes all prior understandings whether oral or written between the Parties. No variation of this Agreement and no additional terms shall apply, unless mutually agreed in writing and signed by a duly authorized representative of both Parties.

18. COUNTERPARTS:

This Agreement may be executed in two counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have set their respective hands to these presents on the day, the month and year first hereinabove mentioned.

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For Starex University

For Aarvy Healthcare Pvt. Ltd.

Dr. Arobindo Ghosh
20/3/24

Authorized Signatory -
Name - Dr. Arobindo Ghosh
Designation - Registrar
Registrar
STAREX UNIVERSITY
Gurugram



Authorized Signatory -
Name - Vineet Kumar
Designation - Unit Head Sales & Marketing



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APPENDIX - A

MEDICAL BENEFITS

SCOPE OF SERVICES

All employees and students from Company shall receive the required Medical Benefits on cash or credit at preferential discounts, as detailed below from the designated Hospital.

If any services, functions or responsibilities not specifically described herein or in any related documents but are inherent, necessary or customary part of the Services or are reasonably required for proper performance of the Services in accordance with the Agreement, they shall be deemed to be included within the Scope of Services as if such services, functions or responsibilities were specifically described in this Agreement.

At any time during the term of the Agreement, Hospital may have the right and discretion to add or delete the Scope of Services as mentioned in the Agreement. In the event of any increase or decrease of the Scope of the Services, revenue/ expense, if any, shall be mutually discussed and agreed between the Parties in writing.

BILLING SCHEDULE

RATES & DISCOUNT OFFERED TO COMPANY:

Hospital agrees with Company on granting below given discount on its prevailing tariff:

S.No.	Services	Discount
1.	OPD Consultation	30%
2.	In-house Pathology & Lab investigations in OPD	20%
3.	Radiology & Diagnostic services in OPD	20 %
4.	Cardiology Investigations	20 %
5.	IPD	10 %

These discounts and packages cannot be clubbed with any other offer or discounts.

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General exclusions from the aforesaid discounts:

- I. Drugs and consumables and Implants.
- II. Medical Services routed through Insurance policy/TPA.
- III. Outsourced Investigations/Diagnostics.
- IV. IPD packages / Special health check packages

Community Programmes

- a) Health talk / Seminar / Camp every quarter.
- b) Emergency training (First Responder) without certificate.
 - a. Training will be held within premises of Aarvy Healthcare.
- c) Emergency training (Advance Cardiovascular Life Support)
 - a. Paid with certificate - accorded by professional trainers.
 - b. Training will be held within premises of Aarvy Healthcare.

Credit Policy

For OPD services no credit facility will be provided

For IPD services both cash and credit facility will be extended by the hospital to the client staff

For availing IPD/ OPD Discount all the employees and their dependent and students shall present their identification cards/ employee ID card along with referral slip(duly signed and stamped)

For availing IPD credit billing, the employee/dependent/students shall present **additionally** Credit letter (duly signed and stamped)/Mail from concern personnel to get access for the credit facility.

GENERAL GUIDELINES

All the employees and students shall present their identification cards/referral letter/Mail from Concern personnel in original to get access to the discounted tariff and benefits during every visit to Hospital. All invoices shall be endorsed by the employees/students when they avail the services at Hospital.

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Terms of Payment

Payments are to be made in fifteen (15) days from the date of receipt of the approved invoices from the Hospital. TDS shall be deducted, as per rules. All endorsed invoices shall be submitted between the 1st to the 5th of every month for monthly settlement. Hospital holds the absolute discretion to suspend the services in case defaults in payments for consecutive two months. Reconciliation of the bills and their corresponding payment may be done on a quarterly basis to clear any disputes if any.



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