



STAREX UNIVERSITY, GURUGRAM

(Established by Haryana Govt. Act No. 20 of 2006)

(Recognized by UGC)



Memorandum of Understandings

BETWEEN

Starex University, Gurugram Haryana, a University established under Section 2 (f) of the University Grant Commission (UGC) Act, 1956, by the Government of Haryana through its Haryana Private Universities Act, 2006. Located at village-Binola, NH-48, Delhi Jaipur Expressway, Gurugram.

AND

Chiranjiv Hospital and Maternity Home near Jain mandir ward no 4, Hailymandi Gurugram, 122504

Starex University and Chiranjiv Hospital and Maternity home are hereinafter individually referred to as the "Party" and collectively as "Parties".

WHEREAS:

1. Starex University is authorized to provide education at various levels in the areas/ disciplines chosen by and has set up "Department Of Physiotherapy in Starex University at its campus.
2. Chiranjiv Hospital and Maternity Home near Jain mandir ward no 4, Hailymandi Gurugram, 122504
3. Starex University is desirous of availing the service of Hospital to provide training; internship for the Department Of Physiotherapy. approached Chiranjiv Hospital and Maternity home to provide the aforesaid services.
4. Chiranjiv Hospital and Maternity home has agreed to provide the services to Starex University on the terms and conditions agreed upon between the Parties in this MOU.
5. Now the Parties are desirous of reducing to writing, the terms agreed upon between themselves.

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

Tel: 0124-2379990/1/2/3 Mail: info@starexuniversity.com

28/12/23

[Handwritten signatures]



STAREX UNIVERSITY, GURUGRAM

(Established by Haryana Govt. Act No. 20 of 2006)

(Recognized by UGC)



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Starex University's Obligations:

- i. Starex University shall provide all necessary infrastructures and investment required for setting up and running the Department of Physiotherapy shall recruit the Students, faculty, conduct program and undertake academic administration.
- ii. It shall ensure that all statutory and regulatory compliances are complied with and adhered to at all time and NOC required for operating and running the program of Department of Physiotherapy are already obtained.

2. SCOPE OF SERVICES FOR CHIRANJIV HOSPITAL AND MATERNITY HOME

At the request of Starex University, Chiranjiv Hospital and Maternity home agrees to provide Training, visits, internship to the Students of the Department of physiotherapy Starex University.

Chiranjiv Hospital and Maternity home shall not be responsible for obtaining NOCs required for running the Department of Physiotherapy which will be the exclusive responsibility of Starex University at all times.

3. REPRESENTATIONS AND WARRANTIES

Each Party represents to the other that:

- a. It has been duly incorporated/ registered and validly exists under the laws of jurisdiction in which they have been incorporated/registered.
- b. It has the full power and authority to enter into, execute and deliver this MOU and to perform its obligations and the transactions contemplated hereunder.
- c. Assuming due authorization, execution and delivery thereof by this Agreement constitutes legal, valid and binding obligation of the execution and delivery by such Party and the performance of the

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

Tel: 0124-2379990/1/2/3 Mail: info@starexuniversity.com

Am
26/2/23

Rh



STAREX UNIVERSITY, GURUGRAM

(Established by Haryana Govt. Act No. 20 of 2006)

(Recognized by UGC)



obligations and transactions contemplated hereunder has been duly authorized by all necessary corporate or other action of such Party.

- d. Starex University shall be responsible for obtaining NOC required for running the Department of Physiotherapy.

4. TERM

- I. This MOU shall become effective from ("Effective Date") and shall continue to remain in force for a period of 5 years from the Effective Date unless terminated earlier in accordance with the provisions of this Agreement.
- II. Upon the expiry of this MOU, the same may be extended/renewed in writing, on the terms and conditions as may be mutually agreed upon by the Parties.

5. TERMINATION

- I. This MOU may be terminated by either Starex University or Chiranjiv Hospital and Maternity home at any time, with or without cause, by giving written notice to the other party not less than thirty (30) days before the effective date of termination, provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period.
- II. Upon issuance of the notice of termination:
 - i. The parties shall not create any further obligations w.r.t. the terms of this MOU.
 - ii. Both parties shall fulfil their respective obligations and commitments that may have arisen before the date of notice of termination. This will include the completion of the education of the existing/current batch and both the Parties shall comply with the respect agreed obligations in this regard as per the terms of the MOU.

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

Tel: 0124-2379990/1/2/3 Mail: info@starexuniversity.com

26.11.23



STAREX UNIVERSITY, GURUGRAM

(Established by Haryana Govt. Act No. 20 of 2006)

(Recognized by UGC)



- iii. Termination of this MOU shall be without prejudice to any of the rights and obligations already accrued to the Parties till the effective date of termination of this MOU.

6. FINANCIAL TERMS

No Financial Payment or receipt will be allowed in any form in any case.

7. JURISDICTION AND DISPUTE RESOLUTION

- I. This MOU, including, all matters relating to it shall be governed by, and construed in accordance with, the laws of the India without giving effect to the choice of law principles thereof.
- II. The Parties agree that this MOU shall be subject to the exclusive jurisdiction of the courts at New Delhi only.

8. Notice

All notices to parties hereunder must be in writing, signed by the party giving it, and shall be served either personally or by certified mail, return receipt requested, and addressed as follows:

If to the University:

To:- Registrar

Email ID- Registrar@starexuniversity.com

Address: NH-48, Vill – Binola, Delhi Jaipur expressway Gurugram,
Haryana

If to Chiranjiv Hospital and Maternity home

To Director/Authority

Address- Near jain mandir ward no 4, Haily mandi Gurugram 122504

Or to such addressee as may be hereinafter designated by notice. All notices become effective only when received by addressee.

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

Tel: 0124-2379990/1/2/3 Mail: info@starexuniversity.com

Handwritten signature and date: 26/1/23



STAREX UNIVERSITY, GURUGRAM

(Established by Haryana Govt. Act No. 20 of 2006)

(Recognized by UGC)



9. MISCELLANEOUS

- a. The Parties may during the term of this MOU identify any other Course, other than as mentioned in Annexure A, which may with mutual consent be initiated.
- b. Press releases- NO press release or public announcement shall be made by or on behalf of either Party, with respect to the contents, nature, or existence of this MOU, without the prior written consent of the other Party.
- c. Branding- Starex University shall not use and shall prevent its employees, agents and representatives from using the name, trademark or logo of Chiranjiv Hospital and Maternity home in any marketing publication, advertisement or other publication and shall not make or let its employees, agents or representatives make, any public statement relating to the services envisaged under this MOU without prior written consent of Chiranjiv Hospital and Maternity home.
- d. Amendment- The parties to this MOU may, by mutual consent in writing add modifies, amend, delete, review or revise any term(s) and conditions(s) of this MOU.
- e. No variation of this Agreement shall be effective unless in writing and signed by an authorized representative of each Party duly authorized by a board resolution.

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

Tel: 0124-2379990/1/2/3 Mail: info@starexuniversity.com

26/1/23

[Handwritten Signature]



STAREX UNIVERSITY, GURUGRAM

(Established by Haryana Govt. Act No. 20 of 2006)

(Recognized by UGC)



In witness whereof, the parties have signed this MOU on the date, month & year first above written at Gurugram.

Party	Chiranjiv Hospital and Maternity home	Starex University
Signature		
Name	Dr. Pradeep Chauhan	Dr. Anobindo Ghosh
Designation	M.B.B.S. M.D.	Registrar
Witness Signature	Dr. Praveen Kumar	Mrs. Rita Rana
Name	Dr. Praveen Kumar	Mrs. Rita Rana
Address	Haily mandli (GAN)	GAN

Dr. Praveen Kumar
B.P.T., M.I.A.P., D.A.C., B.Y.T.
Consultant Physiotherapist

Registrar
STAREX UNIVERSITY
Gurugram



NH-48, P.O. Bhorakalan, Vill. Binola, 122413 Gurugram (Haryana)
Tel: 0124-2379990/1/2/3 Mail: info@starexuniversity.com

26/4/23