



# 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

Canwinn Aarogya Dham, New Railway Road, near Dronacharya Government College, Manohar Nagar, Sect-8, Gurugram, Haryana, 122001

Starex University and Canwinn Aarogya Dham 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 & School of Para Medical in Starex University at its campus.
2. Canwinn Aarogya Dham is Healthcare Centre & multi-Speciality Hospital.
3. Starex University is desirous of availing the service of Hospital to provide training, internship visits for the Department Of Physiotherapy and School of Paramedical Science approached Canwinn Aarogya Dham to provide the aforesaid services.
4. Canwinn Aarogya Dham 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. Borakalan, Vill. Binola, 122413 Gurugram (Haryana)  
Tel: 0124-2379990/1/2/3 Mail: info@starexuniversity.com

*(Signature)*  
26/10/23



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## 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 & School of Paramedical Sciences 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 programs of Department Of Physiotherapy & School of Paramedical Sciences are already obtained.

### 2. SCOPE OF SERVICES FOR CANWINN AROGYA DHAM

At the request of Starex University, Canwinn Aarogya Dham agrees to provide Training, visits, internship to the Students of the Department Of physiotherapy & School of Paramedical Sciences Starex University.

Canwinn Aarogya Dham shall not be responsible for obtaining NOCs required for running the Department of Physiotherapy & School of Paramedical Sciences 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

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execution and delivery by such Party and the performance of the 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 & School of Paramedical Science.

## 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 Canwin Aarogya Dham 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(es) and both the Parties shall comply with the respect agreed obligations in this regard as per the terms of the MOU.

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- 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](mailto:Registrar@starexuniversity.com)

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

If to Canwinn Aarogya Dham

To Director/Authority

Address- New Railway Road

Near- Dronacharya Government College, Manohar Nagar,  
Gurugram.

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

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## 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 Canwinn Aarogya Dham 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 Canwinn Aarogya Dham.
- d. Amendment- The parties to this MOU may, by mutual consent in writing add, modify, 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.

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

Party	Canwinn Aarogya Dham	Starex University
Signature	<i>Monica</i>	<i>Dr. Arobindo Ghosh</i>
Name	<i>Dr. Monica Sangwan</i>	<i>[Signature]</i>
Designation	<i>C.M.D.</i>	<i>Registrar</i>
Witness Signature	<i>Dr. Manju</i>	<i>Roma</i>
Name	<i>Dr. Manju Yadav</i>	<i>Mrs. Rita Rana</i>
Address	<i>CAD.</i>	<i>NH-48, Vill-Binola PO-Bhorakalan GGN (HR)</i>

**CANWINN AROGYA DHAM**

*[Signature]*  
**Authorised Signatory**

**Registrar  
STAREX UNIVERSITY  
Gurugram**

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*[Signature]*  
*26.6.23*