

(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

Star Hospital, Vassundhara Nagar opposite Bus Stand, Bhiwadi 301019

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

WHEREAS:

- 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. Star Hospital is Healthcare Centre & multi-Speciality Hospital.
- 3. Starex University is desirous of availing the service of Hospital to provide training; internship for the Department Of Physiotherapy approached Star Hospital to provide the aforesaid services.
- 4. Star Hospital 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

Ong Day

L



(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 STAR HOSPITAL

At the request of Starex University, Star Hospital agrees to provide Training and Internship to the Students of the Department of Physiotherapy Starex University.

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

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

Ongos dur



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



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 Star Hospital 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 with respect to 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.
 - 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

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

Onto



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



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

7. JURISDICTION AND DISPUTE RESOLUTION

- 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.
- 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 Star Hospital

To Director/Authority

Address- Vassundhara Nagar opposite Bus Stand, Bhiwadi 301019 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

Dry Dur An



(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 Star Hospital 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 Star Hospital.
- **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

English Dan An



(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	Star Hospital	Starex University
Signature	45	1 m
		240.2
Name	0 0 6 0	A 11 1 1 1 1
	On Pankaj Kuman	Do. Arobindo ahoch
Designation	0	Registrar
Designation	HR	
Witness		00
,	1916	Lower
Signature		
Name	11 0 10	Mrs. Reta Rana
	Mr. Kajs ram Iveens	pous. Para Race
Address	store hospital. Rhunordio	NH-UD, VILL - Bringla
Addiess	Mr. Rajis Ram Meenis store hospitars. Bhuradio Alwar. (Rysthan)	acon (MR)
	The fair of the sale	M

Registrar STAREX UNIVERSITY Gurugram

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

Out the sur

(NABH Certified Multi-speciality Hospital) (A Unit of Om Medicentre Pvt. Ltd.)

Opp. Bus Stand, Vasundhara Nagar, Bhiwadi - 301019, Distt. Alwar (Raj.)

Mobile: 7300474747 Ph.: 01493-395000, Fax: 01493-395001 Email: info@starhospital.co.in

Annexure-C

DECLRATION TO BE SUBMITTED BY THE ATTACHED HOSPITAL

(TO BE FURNISHED ON OFFICAL LETTER HEAD)

Name of the Hospital: STAR HOSPITAL, BHIWADI A	LWAR(RAJ)		
Address of the Hospital: OPP BUS STAND, VASUNDHARA NAGAR, BHIWADI			
I in the capacity of 200 is the authorized signatory for this Hospital.			
1) I declare that this hospital is not attached to any Nursing School/College or Physiotherapy College for providing practical training facilities to students.			
I DR NITIN MALIK. DesignationDIRECTOR .hereby give consent for attachment of this hospital to (Name of the Institution) STAREX UNIVERSITY for Running. (BPT). Adequate No. of Beds/distribution of beds and other facilities as per the Norms are available in the Hospital. All arrangements for training of students as per the Norms shall be ensured.			
I declare that the desirable student patient ratio shall be maintained.			
Number of Beds strength of our Hospital is 100 BEDS			
The hospital is NABH Accredited and registered under The (Registration and Regulation) Adoption Act, 2018.	. Downstake		
Name in Block Letters DR NITIN MALIK	Signature		
Designation <u>DIRECTOR</u>	Pan No. AAC01367R		
E.mail ID <u>DIRECTOR@STARHOSPITAL.CO.IN</u>	Mobile No. <u>9929427126</u>		

CIN: U85100HR2015PTC068610 OM MEDICENTRE PVT LTD.

REGD OFF: PLOT No. 938, (BASEMENT), SECTOR - 47, URBAN ESTATE GURUGRAM - 122018 HR TOLL FREE NUMBER: 1800 12000 47

Doc No - DOC/034