

MEMORANDUM OF UNDERSTANDING

BETWEEN



**SHOBHIT INSTITUTE OF ENGINEERING &
TECHNOLOGY**
(DEEMED-TO-BE-UNIVERSITY) MEERUT, UTTAR PRADESH

&



eHealthSystem Technologies LLP
(1073, Bhosale Mystiqa, Model Colony, Shivajinagar, Pune 411016,
Maharashtra, India)

September, 2021

MEMORANDUM OF UNDERSTANDING BETWEEN

Shobhit Institute of Engineering & Technology (Deemed-to-be-University) Meerut, Uttar Pradesh and eHealthSystem Technologies LLP

This Agreement is made on 3rd September, 2021.

Preamble

Institution - Shobhit Institute of Engineering & Technology

Shobhit Institute of Engineering & Technology, declared as Deemed-to-be-University, under De Novo Category, vide its notification No. F-9-37/2004-U.3 (A) dated 8th November, 2006 under Section 3 of the University Grants Commission Act, Ministry of Human Resources Development, Government of India, hereinafter called "Shobhit Deemed University", Meerut.

Shobhit Deemed University – a NAAC Accredited Institution – aims to create a conducive, enabling academic climate to integration of the younger generation into logic of the present system and to develop educational means by which men and women deal critically and creatively with reality and discover how to participate in the transformation of their World.

As the University is located in Rural India, the University promotes through Academic and Research Programmes, and focuses on creating new breed of human resources to take up the renewed challenges in conceptualizing, developing, deploying and managing farmer-centric intelligent supply chains, proactive environmental impact-oriented interventions, while ensuring sustainable agricultural systems.

To facilitate this, the University has established Centre for Agricultural Informatics and e-Governance Research Studies (CAIRS), first-in-kind in India, to impart conceptual, theoretical and applied knowledge of ICT, Management, Informatics, and Agricultural Technology, to the Graduates of Agricultural and Allied Sciences, and other related Disciplines, to cater to the needs of Agricultural sector stakeholders (farmers, industry, research, extension and scientific organizations, etc.). In addition to this, the University has also established Centre for Agri Business and Disaster Management Studies (CADMS), Centre for Industry 4.0 Technology Studies and Applications (CITSA), and Centre for Informatics Development Solutions and Applications (CIDSAs), to skillfully train rural youths for gainful employment opportunities and also entrepreneurship development through Informatics. The University envisages to establish "Agri Startup Incubator/Accelerator" for rural youths to venture into entrepreneurialships in agricultural value system. The Visit Report of UGC and AICTE (December 2018) has recognized, among the others, that Agricultural Informatics, as a discipline, has the high potential of becoming "Centre of Excellence" in the University.



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To achieve this objective, the University has launched / in the process of launching various Courses in the skill and entrepreneurship development. Shobhit Deemed University is a Technology Business Incubator (TBI) for a Central Government funded, MSME project under ASPIRE Scheme.

Organisation – eHealthSystem Technologies LLP

eHealthSystem Technologies LLP is a Limited Liability Partnership incorporated under LLP Act 2008 incorporated on 16-Oct-2014 at Pune having LLPIN: AAC- 8214. The Registered office address of the LLP is 1073, Bhosale Mystiqa, Gokhale Road, Model Colony, Shivaji Nagar, Pune- 411016.

eHealthSystem Technologies LLP is poised to be one of the most efficient, competitive and accountable healthcare service providers in the world. eHealthSystem Technologies brings together; physicians, hospitals and allied healthcare service providers in a global network, that shares responsibilities for a preventive, holistic, and empowered patient care, striving to achieve the best medical outcome.

COLLABORATION AGREEMENT

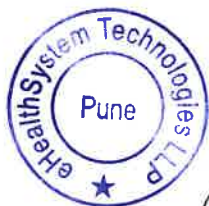
In General:

Both the Parties, Shobhit Deemed University & eHealthSystem Technologies LLP, desire to encourage, establish and maintain exchange programs, collaborative training, consultancy, research, documentation, education, policy advocacy and developmental activities in association for Health Informatics Development Programs.

In Particular:

The Parties agree as follows:

- Article 1 Cooperation between the parties shall be carried out, subject to availability of resources, the approval of both parties and on the basis of mutual reciprocity, through such activities or programs as:
- 1.1 Training
 - 1.2 Research
 - 1.3 Consultancy
 - 1.4 Documentation
 - 1.5 Education
 - 1.6 Outreach programs
 - 1.7 Exchange Programs & Study visits



1.8 Prepare educational programs for Human Resources required for eHealthSystem project.

1.9 Project funding and execution related to eHealthSystem projects.

1.10 Any other related activities

Article 2 The cooperation described above will, in every case, be dependent upon the availability of necessary funds, either from within both parties or from external sources.

Article 3 The areas of cooperation include, subject to mutual consent, any program offered by either party and considered desirable and having potential to contribute to the mission and effectiveness of either party and/or contribute to fostering the cooperative relationship between the parties. Education and capacity building related projects shall be implemented by **Shobhit Deemed University** and Value Chain related projects shall be implemented by eHealthSystem Technologies LLP, and Healthcare Digital Platform shall be implemented by either of the parties if need be.

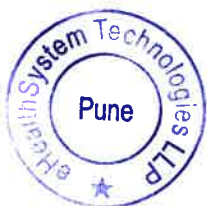
Article 4 The terms and necessary budget for each program or project and activity will be described subsequent to this agreement of cooperation and signed by both parties prior to the initiation of each (funded) cooperative program or activity.

Article 5 Each party shall hold in confidence all confidential information disclosed by one party to the other. It is agreed not to disclose the information to third parties and only to release and disclose such information to individuals within the party that are directly involved with the project, strictly on a need-to-know basis. Notwithstanding anything stated above, the parties agree that information may be shared by either party, subject to confidentiality agreements with potential co-operators in their territories only.

Article 6 Confidential information can only be used for purposes specifically contemplated in this Agreement of cooperation.

Article 7 For the purpose of this agreement, Confidential information means any business, technical or financial information that is, at the time of disclosure identified in writing as confidential or proprietary or would be understood by the parties exercising reasonable business judgment to be confidential, including the contents of this Cooperative Agreement.

Article 8 The foregoing obligations do not apply to information which: i) is or becomes known by the recipient without an obligation to maintain its confidentiality; ii) is or becomes generally known to the public through no act of omission of the recipient or iii) is independently developed by the recipient without use of confidential or proprietary information or iv) is required pursuant to any law or order of any court or regulatory directive having jurisdiction over the receiving party. Unless otherwise agreed in writing, all confidential information remains the property of the disclosing party.



Article 9 Nothing in this Cooperative Agreement shall affect the ownership of any intellectual property rights or any enhancements, modifications or derivatives thereof (including trademarks, trade name, copyright, patents and design) belonging to the respective party before the date of this Cooperative Agreement or which has been independently developed outside this Cooperative Agreement during the term thereof.

Shobhit Deemed University and eHealthSystem Technologies LLP jointly reserve any and all intellectual property rights, without limitation, discovered or produced as a result of the cooperation related to this Cooperative Agreement.

Shobhit Deemed University and eHealthSystem Technologies LLP agree that ownership of any intellectual property generated in the specific cooperative research projects will be determined in advance pursuant to and subject to the written agreements for the particular cooperative research project. Specific provisions regarding ownership and various aspects of intellectual property shall be specified in each specific cooperative agreement.

Article 10 In the event of non- fulfillment of the contract terms and conditions due to any reason of force *majeure* namely fires, wars, riots, strikes, natural calamities or other unforeseen event, neither the **Shobhit Deemed University nor eHealthSystem Technologies LLP** shall be held responsible for any loss or consequential loss.

Article 11 Both the Parties shall have the right to terminate the agreement, in case the other party fails to provide the services successfully as mentioned in the aforesaid agreement, or violates any of the clauses mentioned in the MoU, duly **giving three months' notice** only.

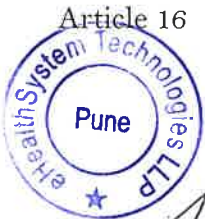
Article 12 The obligations of the **Shobhit Deemed University and eHealthSystem Technologies LLP** have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications / alterations will be mutually discussed and duly agreed upon in writing.

Article 13 This agreement shall come into force from the date of signing and shall be valid till either party desires to terminate. The Agreement can be terminated with three months' notice in writing only, without prejudice to the interests of ongoing joint programs of either of the institutes.

Article 14 Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations / conveyancing and agreements by the parties to the Agreement.

Article 15 This Institutional partnership is nonbinding, non-enforceable and neither nor financial ramification, but rather is a way of mutual understanding for increasing both Institutions mutual synergic benefits.

Article 16 Every effort shall be taken to establish a **Centre for Health Informatics & Computing (CHIC) (through CSR funding and Government Research grants)**



in the University Campus, for which minimum required space with electricity be made available by the University Management.

Duration and Terms of the MoU

This agreement will become effective with the signatures of the official representatives of each Party. It will remain **valid for a period of five years**, with the understanding that the appropriate authorities of either party may terminate this MoU with a written notice to the other party, three months before termination. The agreement may be amended by mutual written consent of both the Institution. This MoU is written and signed in two identical copies in English with one copy each with both the Parties. Both the parties agree to protect the confidentiality of the mutual records.

Coordinators

Each Party shall designate coordinators from each side, and every communication will be held only through the coordinators in order to avoid any communication gap or miscommunication.

For and on behalf of
eHealthSystem Technologies LLP



Name: Mr. Tushar Tomar
Designation: Chief Operating Officer

Place: New Delhi

Date:

With Seal:



Witnesses:

1.

2.

For and on behalf of
Shobhit Institute of Engineering & Technology
(Deemed to be University)



Name: Prof. M. Moni
Designation: Professor Emeritus &
Chairman, CIDSA

Place: New Delhi

Date:

With Seal:



Witnesses:

1.

2.