

राजस्थान RAJASTHAN

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March 05, 2019
Registrar for further n.a

भारतीय गैर न्यायिक
एक सौ रुपये
भारत INDIA
INDIA NON JUDICIAL
INTERNSHIP PROGRAM ENROLLMENT AGREEMENT

This Internship Program Enrollment Agreement (the "Agreement") is being made on 01.03.2019, at Jaipur

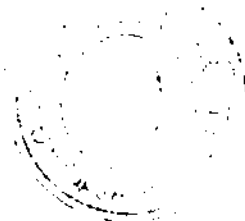
BY AND BETWEEN

JAGANNATH UNIVERSITY (established by Rajasthan State Legislature in 2008, approved under section 2(f) of UGC Act 1956) having its campuses NH 12, Chaksu Bypass Tonk Road Jaipur and IP 28 & 3, Phase IV, Sitapura Ind. Area, Opp. Chokhi Dhan, Jaipur, Pin 302022 Rajasthan, (hereinafter referred to as "JNUJ", which expression shall, unless repugnant to the context and meaning thereof, mean and include its executors administrators, successors and permitted assigns) of the One Part;

AND

NARAYANA HRUDAYALAYA LIMITED, a company within the meaning of the Companies Act, 2013 and having its registered office at 258/A, Bommasandra Industrial Area, Anekal Taluk, Hosur Road, Bengaluru - 560099, through its hospital named as NARAYANA MULTI SPECIALTY HOSPITAL, JAIPUR, situated at Sector 28, Kumbha Marg Pratap Nagar, Jaipur, Rajasthan 302033 (hereinafter referred to as "NH", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the Second Part.

NH and JNUJ shall be hereinafter referred to as such and collectively as "Parties" and individually as a "Party".



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Jagan Nath University, Jaipur

WHEREAS

- A. JNU is a leading professional development UNIVERSITY which focuses on skill and competencies and would provide its services, as detailed in this Agreement, and will be offering the courses as per Annexure - 1 to the students.
- B. NH is in the business of providing health care services and recognizes the need for supporting and promoting educational and research activities.
- C. JNU and NH have the common objective of developing well trained and high quality human resources in the field of health care and such other field as may be mutually agreed between the Parties ("Medical Field").
- D. Towards this, the Parties hereby agree to enter into this Agreement to record their understanding in offering to students certain internships in the Medical Field as listed in Annexure - 1 hereto ("Identified Courses") at the premises of NH (NH Hospital) in collaboration with each other and on such terms and conditions as set out in this Agreement.

NOW, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SCOPE OF THIS AGREEMENT:

- 1.1 The Parties hereby agree to collaborate together on the terms and the manner set out herein for the purpose of initiating and offering Internship Training in identified courses to students of JNU at NH Hospital.
- 1.2 The Parties may mutually agree to add/delete certain courses to/from the list of Identified Courses. Further, in case a Party desires to initiate any additional course other than the Identified Course ("Additional Course") subject to mutual agreement in accordance with Clause 2.1(m) herein below.
- 1.3 In the event of the addition of the Additional Course to the Identified Courses, as mutually decided between the Parties, Annexure 1 shall be accordingly amended by the Parties in writing.

2. ROLES AND RESPONSIBILITIES OF THE PARTIES

2.1 JNU Roles and Responsibilities

- a) JNU shall be responsible for ensuring the availability of faculty required for the purpose of delivery of Identified Courses at their Campus.
- b) JNU shall develop the curriculum and the course of the Identified Courses (in consultation with NH).
- c) JNU shall develop the eligibility criterion for the students applying for the Identified Courses (in consultation with NH) and shall conduct entrance examinations for qualifying to undertake the Identified Courses. Further, JNU shall be responsible for coordination and management of admissions/enrolment of the qualified students and agrees that NH shall not be liable for the same.
- d) JNU shall recruit required faculty members for the Identified Courses to conduct classes and lectures including theory classes and practical training sessions.


Karthik Ramakrishnan
Faculty Director



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- e) JNU shall be responsible for the marketing, promoting and advertising the Identified Courses in and outside India. JNU undertakes to comply with the provisions of Clause 4 of this Agreement while marketing, promoting and advertising the Identified Courses.
 - f) JNU shall be responsible for conducting examination and awarding degrees, diplomas and certificates (as the case may be) to the students in a timely manner with regards to the Identified Courses and acknowledges that NH shall not be held liable in any manner for the abovementioned.
 - g) JNU shall provide for suitable transportation facilities for the visiting faculty and for students attending Internship training at NH (as defined in Clause 2.2(a) below) from JNU campus Jaipur to NH.
 - h) JNU shall send one (one) clinical instructor along with a batch of 25 (twenty five) students to accompany and supervise the students during their Internships at NH.
 - i) JNU shall comply with all applicable state and national laws and obtain and maintain any and all approvals, accreditations, recognition and licenses as may be required for the purpose of initiating and offering Identified Courses to the students and undertaking and performing such other activities as may be required for the purpose of successful implementation of the Identified Courses. NH shall not be in any way liable for identifying the legal requirements, ensuring compliance with the same and/or for non-compliance and the consequences thereof and JNU agrees to indemnify NH against any claims or actions brought against NH in this regard.
 - j) JNU shall ensure that NH has the first right to recruit the students pursuing the Identified Courses for Internships and placements whenever vacancies are available.
 - k) JNU shall reimburse to NH any and all cost and expenses incurred by NH in performing their roles and responsibilities as set out in Clause 2.2 below within one (one) month from the receipt of invoice and supporting documents from NH. It is hereby clarified that NH shall not be responsible for incurring any cost, expenses or liability towards initiation and implementation of the Identified Courses other than the cost incurred by NH in performing its roles and responsibilities as set out in Clause 2.2 below. JNU shall be solely responsible to arrange and providing any and all funds, resources and infrastructure required for successful initiation and implementation of the Identified Courses. However, in case NH in its sole discretion incurs any cost in this regard the same shall be reimbursed by JNU to NH within the above prescribed period.
- II) JNU shall:
- (i) Endeavour and insist on its Interns/ students / trainees, at all times during the Term of this Agreement and while on the premises of NH Hospital, to comply with the rules and regulations prescribed by NH relating to, including but not limited to, the conduct of the Interns/ students/ trainees and not to interfere with or obstruct the operations of NH in any manner whatsoever. Such students must maintain harmonious relations with the patients, their attendants/ visitors, employees and staff of NH.
 - (ii) Endeavour and insist for regular attendance more than 80% of its enrolled/ selected Interns/ students / trainees during their practical training in the Identified Course at NH. It is hereby clarified that the Interns/ students / trainees while their enrolment and learning in the Identified Course, shall be under the direct supervision of the Clinical Instructor appointed by JNU and further monitored by the Head of the Department (HOD) of the department they are interning with in NH.
 - (iii) Endeavour and insist on its students to maintain strict confidentiality of the terms and conditions of this Agreement including any and all information gathered by them or comes to their knowledge while at the premises of NH during their training in the Identified Courses.

Karthik Ramakrishnan
 Karthik Ramakrishnan
 Faculty Director
 Narayana Multispecialty Hospital, Jaipur



Abhishek
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 JAGANNATH UNIVERSITY
 Jaipur

- (iv) Be solely responsible for the acts and omissions of its Interns/ students at all times during the Term of this Agreement and while their training with NH in the Identified Courses and shall keep NH fully indemnified and harmless in this regard;
- (v) JNU shall initiate Additional Courses, if any, when requested to be initiated by NH. In case JNU refuses or fails to commence such Additional Courses within mutually agreed time period, NH shall be free to collaborate with any other third party for the same;
- (vi) JNU shall undertake and perform such other responsibilities as may be necessary for the successful initiation and implementation of the Identified Courses like ensuring proper attendance of the students, efficient coordination with NH in providing study materials to the students and enabling good participation of students in the Identified Courses. In addition, JNU shall also focus on providing proper uniform/dress, ID cards, maintaining and supervising the Log Book made during practical trainings at NH.
- (vii) Any indiscipline, disobedience and failure to above compliances will result in termination/non-renewal of Internship Training at NH and shall be considered as a breach in this agreement.
- (viii) The students/interns/trainees shall sign a non-disclosure form to maintain the integrity of the confidential information (as described herein below in Clause below) that the students will receive as a part of the Internship at NH Hospital. JNU undertakes to indemnify NH for any breach of this non-disclosure agreement in any manner whatsoever.

2.2 NH's Roles and Responsibilities:

NH would offer the students/interns/trainees from JNU who are pursuing the Identified Courses the opportunity to observe the patients at NH Hospital for practical training. The nature, extent and schedule of such training of the students/interns/trainees shall be mutually agreed between the Parties from time to time. NH shall have the right to determine the manner in which the practical training in Identified Courses has to be provided at the Hospital for best exposure to the students. NH shall have the right to remove any student/trainee/intern from the Hospital in the event of such students/trainees/interns not following the discipline and causing disturbance or obstruction at the Hospital in any manner during the Internship.

3. PAYMENT MECHANISM

- 3.1 The fees chargeable to the students by JNU for all the Identified Courses shall be fixed by JNU after a discussion with NH, but the fee shall be at the sole discretion of JNU.
- 3.2 Fee Receipts will be issued to all trainees/ students for the submission of complete fee amount by JNU and 10% (ten percent) of the annual fee collected per student undergoing Internship training, with respect to the Identified Courses conducted at NH, will be paid by JNU to NH, by or before the 5th day in the following month, from the date of receipt of invoice from NH. Taxes, if any, applicable to NH's share shall be borne by JNU. In case such payments are subject to Tax Deducted at Source (TDS), certificates with respect to the said deductions shall be provided to NH within the time permissible under applicable laws. When calculating fees all taxes be treated as not being part of the fees.

4. ANTI-BRIBERY

JNU hereby further states and agrees that it has not, and will not, in the course of performing under this Agreement:



Karthik Ramakrishnan
 Facility Director
 NH Hospital, Jaipur

Apa Gupta
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Registrar
 Jagan Nath University, Jaipur

- a) offer, promise, give or authorize the giving of any Bribe, rebate, payoff, Influence payment, kickback or other unlawful payment including facilitation payments, to any Public Official in order to obtain or retain business, gain any unfair advantage or influence any action/decision of a Public Official in connection with the Agreement and/or its business;
- b) It or any of its affiliates, group companies, sub-contractors, agents, or representatives breaches this representation and/or is charged with or investigated in relation to or engages in any conduct that may constitute an offence under the Anti-Bribery or Sanctions Laws, NH and its subsidiaries shall have the right to terminate this agreement or to take other appropriate action in accordance with the terms of this agreement; and/or
- c) It shall make its books and accounting records relating to this Agreement available for inspection and/or auditing from time to time at NH or its subsidiaries' request.

5. USAGE OF INTELLECTUAL PROPERTY

- 5.1 The Parties agree that they may use the proprietary marks (i.e. trade name and logo, Intellectual Property) of each other on promotional materials, advertisements as prepared in relation to the promotion of the Identified Courses. Such use shall be subject to prior approval in written of the other Party with respect to the promotional materials and advertisements (content and format) prior to usage, circulating or publishing the same.
- 5.2 No Party may use the Intellectual Property of the other Party for any other purpose other than promotional activities in relation to the Identified Courses and this collaboration between JNUJ and NH.
- 5.3 The Parties further agree that neither Party shall acquire any right whatsoever, through use, in the Intellectual Property of the other Party on account of the limited permitted use as per the terms of this Agreement. All such rights pertaining to the use and title of all Intellectual Property of each Party shall exclusively vest with the respective Party.
- 5.4 The Parties covenant that the Parties shall forthwith, upon learning of any unauthorized reproduction, use, or modifications of the Intellectual Property of the other Party inform such Party of the same and will assist the said Party in taking all actions deemed necessary against such acts at the costs and expenses of the aggrieved Party.
- 5.5 JNUJ and NH acknowledge that each party will be indemnified by the other in the event of any unauthorized usage of the Intellectual Property as mentioned herein above.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 Each Party hereby represents and warrants to the other Party that:
 - a) It has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;
 - b) the execution, delivery and performance of this Agreement by it, does not and will not conflict with any legal, contractual, or organizational requirements;
 - c) there are no pending or threatened legal, administrative, or other proceedings/labour dispute that if adversely determined, could reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement;
 - d) it shall, upon earlier termination or expiry of this Agreement, comply with the provisions of Clause 8.4 below;
- 6.2 the authorization to use the Intellectual Property under Clause 4 above will not violate any proprietary rights of any third party, including, without limitation, confidential relationships, patent, trade secrets, copyright rights and any other proprietary rights.



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 ... Ramakrishnan

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 Registrar
 Jagan Nath University, Jaipur

6.3 In addition, JNU hereby represents and warrants that:

- a) It has the necessary infrastructure, manpower, expertise, experience and knowledge to initiate and commence the delivery of Identified Courses and additional Courses in the manner envisaged in this Agreement and as required under applicable laws;
- b) It is in compliance with and shall continue to comply with all applicable state and national laws and has obtained and shall maintain during the Term of this Agreement any and all approvals and licenses as may be required for the purpose of offering Identified Courses and the additional Courses to the students and undertaking and performing such other activities as may be envisaged herein;
- c) The personnel, if any, providing the services under this Agreement are employees of JNU;
- d) JNU and/or its employees, or its owner (whether direct or indirect) have not been the subject of any reports, allegations, or convictions of Bribery, corruption or other illegality;

6.4 JNU hereby agrees to indemnify, defend, hold harmless and keep indemnified, NH, its respective officers, employees, agents and representatives from and against any losses, damages, liabilities, cost or expenses (including attorney's fees), actions, proceedings, penalties, fines, judgements, or awards accruing to or made on NH arising out of (i) any breach or inaccuracy of any representation, warranty, covenant or agreement made or failure to perform (whether in whole or part) any obligation required to be performed by JNU under this Agreement or non-observance / non-compliance of any applicable laws, rules and regulations; (ii) implementation of the Identified Courses at NH; (iii) breach of confidentiality or infringement or passing off of any Intellectual Property Rights; and (iv) acts and omission of JNU and/or its students. It is further clarified that NH and/or the Visiting Faculty shall not in any way be responsible for any liability arising out of or relating to the operation and management of JNU and delivery of Identified Courses and the additional courses to the students. JNU shall keep NH indemnified against such liabilities.

7. CONFIDENTIALITY

7.1 Each Party (the "Receiving Party") undertakes to keep and maintain all Confidential Information received from the other Party (the "Disclosing Party") in the strictest confidence and not to disclose such information to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall use the Confidential Information solely for the purpose of implementing the transaction contemplated herein and not for any other purpose.

7.2 The Receiving Party shall also ensure that its auditors, legal advisers, directors and employees (the "Permitted Recipients"):

- a) Shall only be given access to any Confidential Information received from the Disclosing Party on a need to know basis and solely for the purposes of this Agreement and not for their own benefit or for the benefit of a third party;
- b) Shall have been made aware of the requirements of confidentiality set out in this Agreement and such Permitted Recipients agree to comply with the said requirements;
- c) Shall not cause or permit the Confidential Information to be disclosed to any third party;
- d) Shall take all possible steps to safeguard the confidentiality of the Confidential Information, including, but not limited to, implementing security mechanism, notifying Disclosing Party of any suspected unauthorised disclosures and to do all things necessary, execute all documents and render all assistance reasonably required by the Disclosing Party in this regard; and
- e) Shall return promptly any and all copies of such Confidential Information to the Disclosing Party at its request.

f) The Disclosing Party may require the Receiving Party to verify compliance with this provision.



Manish
Manish Ramakrishnan

[Signature]
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Registered
Jagan Nath University, Jaipur

7.3 The provisions of this Clause shall not prevent either Party from disclosing any information where it can demonstrate and document that such information:

- (i) was in its possession (with full right to disclose) prior to receiving it from the Disclosing Party; or
- (ii) is or subsequently comes into the public domain other than by breach of its obligations hereunder; or
- (iii) is independently developed by the Receiving Party; or
- (iv) was received from a third party who was free to divulge it; or
- (v) was required to be disclosed under an order or instruction from a Court or tribunal or other authority of competent jurisdiction.

In addition to the above, JNU shall also ensure that the students/trainees/interns who come across any confidential information shall uphold the integrity of the confidential information and JNU shall be liable for any breach of the confidentiality obligation hereunder.

8. TERMINATION AND CONSEQUENCES OF TERMINATION

8.1 This Agreement shall be valid for a period of 01 (one) year with effect from the date on which the Parties execute this Agreement hereof ("Effective Date") unless otherwise terminated in accordance with this Clause ("Term"). The Term may be renewed further for such extended period and on such terms and conditions as may be mutually agreed between the Parties.

8.2 Either Party may terminate this Agreement by giving 30 (thirty) days prior written notice to the other Party without assigning any reason for the same. However, taking into consideration the interest of the students alone, where the termination of the Agreement is at a period when the course has already commenced, that particular course alone shall run to its full duration notwithstanding the termination. The Parties shall not proceed for admission or any process thereof from the date of termination. Further, permitting the continuation of a course until its completion by NH shall not be treated or in no manner be construed as a waiver of any right to which NH is entitled to.

8.3 Either Party may forthwith terminate this Agreement if:

- a) the other Party fails to perform its material obligations under this Agreement and such failure is not cured within 30 (thirty) days of receiving a written notice requiring it to be remedied; or
- b) the other Party's acts or omissions bring disrepute to the terminating party and its goodwill in any manner; or
- c) the other Party's management undergoes change;
- d) without releasing either Party from their respective obligations or liabilities under this Agreement which have accrued as on the date of termination of this Agreement and without affecting the rights and powers conferred by this Agreement on the Parties.

8.4 On expiry or earlier termination of this Agreement, within 1 (one) week from the date of expiry/termination:

- a) each Party shall hand over all Confidential Information in its possession belonging to the other Party to the other Party;
- b) each Party shall cease to use the other Party's Intellectual Property and all promotional material (in physical and/or electronic form) which includes other Party's Intellectual Property or represent any kind of association between the Parties. Such promotional material must be destroyed and not put to any further use;
- c) each Party shall continue to remain solely liable and responsible towards its liabilities accrued till the date of termination of this Agreement; and
- d) neither Party shall be entitled to any compensation on account of such termination, except as envisaged herein;

Manish
Manish Ramakrishnan

[Signature]
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Jagan Nath University, Jammu



8.5. NH shall have the right to terminate this Agreement with immediate effect in the event of any breach of confidentiality, indemnity and payment obligations herein.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be construed in accordance with and governed by the laws of India. The Parties will attempt in good faith to resolve any dispute or claim arising from, out of or relating to this Agreement through friendly negotiations. If the dispute is not resolved through friendly negotiation within a period 30 (thirty) days from the date of receipt of a written notice from a Party to other, such dispute shall be resolved by a sole arbitrator (jointly appointed by both Parties) through arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Jaipur. The decision or award given by the sole arbitrator shall be final and binding on the Parties. In the event the dispute does not conclude through arbitration, the competent courts in Jaipur shall take the matter into consideration.

10. MISCELLANEOUS

10.1. Notice: Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent (i) upon delivery when delivered by hand, (ii) 3 (three) days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking delivery, (iii) 14 (fourteen) days after the date sent, if sent by certified or registered mail postage prepaid, return receipt requested, addressed as follow:

To NH: NARAYANA MULTISPECIALTY HOSPITAL
Sector 28, Kumbha Marg, Pratap Nagar, Jaipur-302033

To JNU: JAGANNATH UNIVERSITY
NH-12, Chaksu Bypass, Tonk Road, Jaipur-303901 and IP-2 & 3, Opp. Chokhi Dhan,
Phase IV, Sitapura Industrial Area, Jaipur-302022

No communication exchanged by, originated from, or received by either Parties shall bind either or in any manner alter the terms of this Agreement and the rights and duties of the Parties mentioned herein. Electronic mails that purport to state, aver, declare or acknowledge anything other than information exchange or procedural instructions and guidelines not specifically stated in this Agreement shall be deemed void and invalid to such extent and shall be read accordingly.

10.2. Each Party has hereby designated the following employees as Coordinators for the purposes of acting as the sole point in contact and these Coordinators shall be empowered to discuss and reach agreement on any actions with regard to any operational aspect of the service contemplated under this Agreement:

From NH: Mr. Karthik Ramakrishnan
Facility Director

From JNU:



Karthik
Karthik Ramakrishnan
Facility Director
Narayana Multispecialty Hospital, Jaipur

As per best
JAGANNATH UNIVERSITY
CHAKSU JAIPUR

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Registrar
Jagan Nath University, Jaipur

10.3. Entire Agreement: This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.

10.4. Amendments: This Agreement may not be amended, modified or supplemented, except by a written instrument executed by each of the Parties.

10.5. Waiver: No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision.

10.6. Independent Rights: Each of the rights of the Parties here to under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such right shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

10.7. Severability: Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, the Parties shall negotiate in good faith a valid, legal and enforceable substitute provision or provisions which most nearly effect the intention of the Parties.

10.8. Relationship: The relationship between Parties is that of an independent contractor and neither Party hereto is an agent or partner of the other Party for any purpose whatsoever.

10.9. Assignment: Neither Party shall assign this Agreement or its rights and obligation hereunder without the prior written consent of the other Party.

10.10. Counterparts: This Agreement shall be executed in two (2) or more counterparts, all of which shall constitute one and the same agreement and each Party shall retain one.

10.11. Annexures/Attachments: All and any annexures, attachments or schedules appended to this Agreement form the integral part of this Agreement and shall together constitute the entire Agreement.

Survival: Such clauses which by its very nature should survive the expiry and termination of this Agreement shall survive the termination or expiry of this Agreement.

(Signature Page to follow)

Karthik Ramakrishnan

Karthik Ramakrishnan
Facility Director
Narayani Multispecialty Hospital, Jaipur



Ashwini

JAGANNATH UNIVERSITY
CHAKSU, JAIPUR

[Signature]

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Registrar
Jagan Nath University, Jaipur

IN WITNESS WHEREOF, the Parties by their duly authorised representatives have executed this Agreement on the day first above written:

SIGNED for and on behalf of
JAGANNATH UNIVERSITY, JAIPUR

JAGANNATH UNIVERSITY
CHAKRU JAIPUR

Deepak Gupta

Signature

Name: Deepak Gupta

Position: Chairman

SIGNED for and on behalf of
NARAYANA MULTISPECIALITY HOSPITAL
JAIPUR

Karthik Ramakrishnan

Karthik Ramakrishnan
Facility Director
Narayana Multispeciality Hospital Jaipur

Signature

Name: KARTHIK RAMAKRISHNAN

Position: FACILITY DIRECTOR

Witness

Signature

Saumya Grover

Name: SAUMYA GROVER

Position: Campus Coordinator

Witness

Signature

Dr. Mala Arora

Name: DR. MALA ARORA

Position: ZONAL CLINICAL DIRECTOR

[Handwritten Signature]

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Registrar
Jagan Nath University, Jaipur



**ANNEXURE 1
LIST OF IDENTIFIED COURSES**

S. No.	Course Name	No. of Students	Time	Fees Per Student
01	GNM	--	08 hrs (Monday-Saturday) 9am to 5pm - Practical Training	+ GST (per annum)
02	B.Sc Nursing	--	08 hrs (Monday-Saturday) 9am to 5pm - Practical Training	+ GST (Per annum)
03	Dialysis Technician	--	08 hrs (Monday-Saturday) 9am to 5pm - Practical Training	+ GST (per annum)
04	OT Technician	--	08 hrs (Monday-Saturday) 9am to 5pm - Practical Training	+ GST (per annum)
05	Radiology Technician	--	08 hrs (Monday-Saturday) 9am to 5pm - Practical Training	+ GST (per annum)
06	Perfusionist	--	08 hrs (Monday-Saturday) 9am to 5pm - Practical Training	+ GST (per annum)
07	Laboratory Technician	--	08 hrs (Monday-Saturday) 9am to 5pm - Practical Training	+ GST (per annum)
08	Cath Lab Technician	--	08 hrs (Monday-Saturday) 9am to 5pm - Practical Training	+ GST (per annum)
09	Endoscopy Technician	--	08 hrs (Monday-Saturday) 9am to 5pm - Practical Training	+ GST (per annum)
10	Pharmacy	--	08 hrs (Monday-Saturday) 9am to 5pm - Practical Training	+ GST (per annum)
11	Physiotherapy	--	08 hrs (Monday-Saturday) 9am to 5pm - Practical Training	+ GST (per annum)

Facilities to be provided by NH during the Internship/Training/Program:

1. Clinical Department patient exposure to the nursing/paramedical students for observation purpose only under supervision of qualified Clinical Instructor appointed by JNUJ.



* Time scheduling will be as per the hospital rules in mutual agreement with the Jagan Nath University

[Handwritten Signature]

Certified True Copy

Registrar
Jagan Nath University

ANNEXURE 2
FORMAT NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") entered on (Effective date) by and between:

NARAYANA Hrudayalaya Limited, a company within the meaning of the Companies Act, 2013 and having its registered office at 258/A, Bommasandra Industrial Area, Anegal Taluk, Hosur Road, Bengaluru - 560099, through its hospital named as Narayana Multi Specialty Hospital, Jaipur, situated at Sector -28, Kumbha Marg, Pratap Nagar, Jaipur, Rajasthan-302033, (hereinafter referred to as "NH" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the One Part and

Mr/Miss _____ S/o _____ R/o _____
(hereinafter referred to as "Intern" which term shall mean and include his legal representatives, executors, administrators, nominees and assigns) of the other Part.

WHEREAS NH is a company established with the object of patient treatment and supporting and promoting educational activities, JNU has entered into an arrangement with Narayana Multi Specialty Hospital, Jaipur a multi-specialty hospital facilities at Jaipur under the brand name "Narayana Health" ("NH") for provision of such services as may be requested by JNU from time to time for its educational activities.

WHEREAS JNU and NH have collaborated with the objective of providing Internship to the students of JNU at NH's Hospital in the field of NURSING and such other fields as may be mutually agreed between the Parties (Internship Program) on such terms and conditions as detailed out in the Agreement dated _____ (hereinafter referred to as "Main Agreement").

WHEREAS towards the Internship Program under the Main Agreement JNU enrolled/registered the Intern at NH.


Intern acknowledges that during the Internship Program, NH shall provide to Intern and Intern shall have access to certain confidential and proprietary information of NH.


- WHEREAS Intern agrees to treat following information as confidential:
- a. Any information which becomes accessible to him on account of him being present in NH premises.
 - b. All confidential and proprietary information disclosed by NH or JNU to Intern.
 - c. Any information acquired or comes to the knowledge of Intern while his/her enrolment in the Internship Program, whether in writing or otherwise, as confidential so as to protect and preserve NH's rights in such information, and not to use such information other than in accordance with this Agreement, and for any purpose other than the Internship Program of the Main Agreement.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Definition of Confidential Information:


Karthik Ramakrishnan
Facility Director


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Registrar
Jagan Nath University
CHALSI, JAIPUR



1.1 "Confidential Information" shall mean and include any and all material information including but not limited to employee related information, data, ideas, designs, documents, concepts, technology, commercial knowledge, trade secrets, operations, commercial and financial information, know how, process, intellectual property and/or any other information of strategic importance to NH, which has been provided/ disclosed by NH and/or its representatives or by JNU to Intern in relation to the Internship Program of the Main Agreement, included but not limited to any confidential or proprietary information, whether disclosed to or obtained by Intern during the term of the Agreement in writing, orally, electronically or visually, in any form, format or media. Notwithstanding anything to the contrary, any and all information and data developed by Intern pursuant to this Agreement is the confidential information of NH.

Disclosure of Confidential Information.

1.2 Intern shall hold in strict confidence and shall not disclose to any person or entity other than those described in this Agreement any Confidential Information owned or provided by NH.

1.3 Intern shall use such Confidential Information only for the Internship Program for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of NH.

No Warranty & Assumption of Risk: ALL INFORMATION INCLUDING ALL CONFIDENTIAL INFORMATION IS PROVIDED AS IS. NH DOES NOT MAKE ANY WARRANTIES, EXPRESS IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, FUNCTIONALITY, NON-INFRINGEMENT, ITS FITNESS FOR A PARTICULAR PURPOSE, OR ITS MERCHANTABILITY OF THE INFORMATION PROVIDED.

Exceptions: The obligations in Clause 2 above shall not apply to any Confidential Information to the extent required by public authority, by law or decree.

5. **Ownership of Confidential Information:** Intern agrees that NH is and shall remain the exclusive owner of Confidential Information disclosed to it by JNU and all patent, copyright, trade secrets, trademark and other intellectual property rights therein. No license or conveyance of such rights to JNU/Intern is granted or implied under this Agreement.


6. **Return of Documents:** Upon completion of the Internship Program, termination of the Main Agreement or this Agreement or earlier written or oral request of NH, Intern shall return to NH or immediately destroy, all documents and other tangible manifestations in whatever form of Confidential Information received by Intern pursuant to this Agreement, (and all copies and reproductions thereof).

7. **No Contract or Claim.** The parties acknowledge and agree that this Agreement will not be construed in any manner to be an obligation to enter into a contract or to result in any claim whatsoever by either party against the other party for reimbursement of cost for any effort expended.

8. **Term.** This Agreement will be effective as of the Effective Date and will subsist until the termination of the Main Agreement or the Internship Program whichever is earlier.


Kartiik Ramakrishnan
Executive Director




Certified True Copy
REGISTRAR
JAGANNATH UNIVERSITY
HAKSU, JAIPUR

9. Miscellaneous

9.1 This Agreement shall be read with the Main Agreement and with respect to confidentiality of the information, the terms of the present Agreement shall prevail.

9.2 This Agreement may not be modified, altered or discharged in whole or in part, except by an agreement in writing signed by the each of the parties hereto.

9.3 This Agreement will be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

9.4 This Agreement shall be construed and interpreted in accordance with the laws of India without giving effect to conflict of laws provisions. Dispute, if any, arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of Jaipur.

9.5 Intern agrees that any breach of the Agreement may cause NH substantial and irreparable damages and therefore, in the event of any such breach, NH shall have the right to seek specific performance and other injunctive and equitable relief in addition to its rights and remedies as specified in Clause 8 hereinabove.

9.6 The obligations of confidentiality shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their names:

INTERN

Narayana Multi-Specialty Hospital, Jaipur

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Witness: _____



[Handwritten Signature]

[Handwritten Signature]
Certified True Copy
Registrar
Jagan Nath University, Jaipur
Karthik Ramakrishnan
Facility Director
Narayana Multi-Specialty Hospital, Jaipur