



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on this day of 10th of March, 2023 by and between

UNIVERSITY OF ENGINEERING & MANAGEMENT, JAIPUR was set up in 2011 by the Act no 5 of 2012 of Rajasthan, Government of Rajasthan, situated at "GURUKUL", 6 kms from Chomu on Sikar Road (NH-11), Udaipuria Mod, Jaipur-303807, Rajasthan and represented by Prof. (Dr.) Pradeep Kumar Sharma, Registrar, UEM Jaipur (hereinafter referred to as "UEM")

AND

Shalby Academy, a division of Shalby Limited, having its place of office at Shalby Hospital, Opp. Karnavati Club, SG Highway, Ahmedabad-380015 and represented by Mr. Babu Thomas (hereinafter referred to as "SHALBY") of the SECOND PART.

UEM and Shalby shall be individually referred to as "Party" and collectively as "Parties"

WHEREAS,

- Shalby is involved in rendering training and offering medical courses to nursing students etc.
- UEM is an autonomously governed private initiative registered as a. And was given the status of University in the year
- By virtue of this MoU; Parties shall conduct the activities as per the 'action plan' agreed upon between the parties.
- All Annexure (s) to this MoU shall be an integral part of this MoU and will be in full force and effect as though they were expressly set out in the body of this MoU.

NOW THEREFORE, IN CONSIDERATION TO THE MUTUAL COVENANTS AGREED HEREIN THE PARTIES HERETO HAVE AGREED TO BE LEGALLY BOUND BY THE FOLLOWING TERMS, WHICH SHALL HEREAFTER GOVERN THE TERMS OF THIS MOU;

1. SCOPE :

This MOU aims to increase the knowledge, practice and competencies of those engaged in healthcare management and hospital administration and management by providing training, teaching, MBAHHM (MBA Hospital & Healthcare Management) with hands on exercise collaboratively by UEM and SHALBY. UEM will lead in developing the course material, trainings and deliver the content whereas Shalby will lead in giving hands on exercise and assist UEM in evaluating the participants. The participants will be issued a joint certificate after successful completion of the course.

2. TERM:

This MoU shall be valid for a period of 5 (five) years from the date of signing.

However, after reviewing the performance of this MoU, the same shall be extended further for the period as mutually agreed by both the parties in writing.



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Further either of the party reserves its right to terminate the Agreement by giving prior written notice of 90 days to the other party.

3. FINANCIAL GUIDELINES:

- a) The course/ Training jointly decided by UEM and Shalby and will be reviewed annually by both the parties.
- b) The financial management of the fee will be done jointly by Finance team at UEM and Shalby; however, the course fees from the students will be collected directly by UEM.
- c) The breakeven cost based on number of participants of the respective course will be jointly decided by UEM and Shalby.
- d) The course fees will include other costs like IT, marketing, administration, faculty cost, man power cost, technical cost for providing hands on exercise and printing cost (if any). Etc. All such costs shall be borne by UEM except what has been expressly agreed to share equally or solely by Shalby under this arrangement.
- e) UEM shall make the payment to Shalby on a Semester basis in accordance with terms agreed in Annexure A.

4. RIGHT & RESPONSIBILITIES OF UEM: (at its own costs)

- Develop and deliver technical content of the courses/trainings classes lectures through its faculty.
- Provide platform if require.
- Admission in Full Intake
- Organize and manage the offline contact , virtual contact , responding to queries to students.
- Define the evaluation guidelines , types of evaluation, Scores/criteria for successful completion of the courses/STT.
- Joint certificate of completion
- Apply for accreditation to UGC/ Any other appropriate body for accreditation, if required.
- Developing and delivering the content course materials to students.
- Permit the use of UEM campus facility for stay/delivery of Courses / Classes/ lectures
- Marketing /co-branding / Student acquisitions/enrollment process through various channels and platforms.
- Propose and lead the Demand generation activities.
- All academic activities.
- Providing Prospectus & digital Marketing materials to Shalby Academy.
- Keep Students Record& information updated.
- Full delivery of the program.
- Enrollment Registration of the Candidate.
- Display the program on its website and other platforms having its presence.
- Exams & assessments.
- Marketing, Advertising promotion courses at various places.
- System/administration support related to the enrollment of candidates
- Overall coordination as a central point for all programs offered by UEM through its constituent institutions in association with Shalby Academy & Shalby Hospitals. (If Any)

5. RIGHT & RESPONSIBILITIES OF THE SHALBY (at its own cost)

- Provide Hands-on exercise/ Internship/training at all Shalby facilities.
- Co-branding of the courses
- Will undertake the market survey for developing further courses
- Training / Internship Completion Certificate
- Assist UEM for accreditation to UGC/ Any other appropriate body for accreditation, if required.
- Industry Expert support (Online /offline)
- Permit the use of the Shalby campus facility for delivery of industry talks / Training / Internship, and Hospital Visit & General Orientation during the course
- Shalby will Support by their industry experts at UEM for guest lectures in full-time MBA/HHM Courses whenever required by UEM either in offline & or in online mode.



- Extend all support for Hospitals Visits whenever it will be in the hospital segment.
- Extend all support for placement in the Healthcare & Hospital Sector for the candidates who have successfully completed this program.
- Provide 6 Months (2 months in 2nd Semester and 4 months in the 4th Semester) Internship (810 HRS) to all enrolled students at different locations of Shalby Hospitals.
- SHALBY will provide placements opportunity to meritorious students at its various Hospitals across India based on available vacancies.

6. CONFIDENTIALITY:

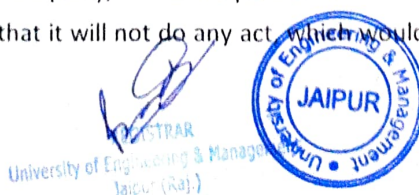
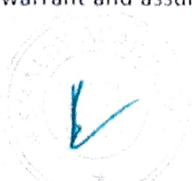
- (i) The Parties acknowledge that during the term it may be necessary for either of the parties to disclose to the other party, orally, in writing or in any other tangible or intangible form, its organizational information or any other information '**Confidential Information**'. Both the parties agree not to disclose any such information to any third party without the prior express written consent of the other party. These restrictions upon disclosure and use of information shall remain in force for perpetuity, but shall cease to apply to any specific portion of Confidential Information which:
- a) is already in either party's lawful possession at the time of disclosure thereof, as may be demonstrated by documentary evidence;
 - b) is or later becomes available to the public other than by parties' default;
 - c) is lawfully received by either party from a third party having no obligation of confidentiality to the other party;
 - d) is independently developed by either party;
 - e) is approved to be disclosed by either party; or
 - f) Is required to be disclosed by law or government regulation, provided that either party shall notify the other in writing that such disclosure is required, and the disclosing party may seek a protective order or other appropriate remedy from any court or tribunal at its cost.
 - g) All information provided by either party shall, at all times, remain the sole and exclusive property of the said party.

7. REPRESENTATIONS & WARRANTIES:

- a) UEM and SHALBY have the right to enter into and fully perform this MoU and, by entering into this MoU it is not violating any law, statute, agreement or any other statute.
- b) UEM and SHALBY shall strictly render the agreed Services and shall keep records of the same.
- c) Neither party will do any act or enter into any agreement, which would violate any of the rights of either party, or interfere with the performance of its obligations under this MoU.
- d) The Services rendered by UEM will be in accordance with the terms of this MoU and to the best of UEM's knowledge (including that which such Party should have known with the exercise of reasonable prudence) not violate or infringe any applicable law, rights third party, firm or corporation.
- e) Both the parties represent, warrant and assure that it will not do any act which would affect the rights of the other party.

8. ANTI CORRUPTION

Neither party (including any of their officers, directors, agents, distributors, employees, stockholders, or other persons associated with or acting on their behalf) (the "**Group**") has, directly or indirectly, taken any



action which would cause their respective Groups to be in violation of any anti-corruption laws, rules, regulations, decrees applicable to the respective Party or any of its respective direct or indirect subsidiaries (collectively "Legislation").

9. INDEMNIFICATION:

Both the parties hereby irrevocably agrees to indemnify, defend and hold harmless the other party, its directors, employees and representatives (and its parents, subsidiaries, licensees, successors, assigns and associated and affiliated companies, including each of their respective officers, directors, agents, attorneys and employees) from and against all costs, expenses, claims, judgments, penalties, liabilities, fees, losses and damages (including reasonable attorneys' fees and court expense) based upon any claim, tort, suit or action or arising out of from or by reason of any acts and omission resulting in a (i) alleged breach of representation, warranty, covenant or terms and conditions agreed herein; (ii) violation of any applicable law and statutory rules and regulations etc., (iii) any third party claim challenging arising out of based solely upon its acts and omissions (iv) any other uncured material breach (that may be cured) by Parties of this MoU (v) any delay or default performance of Service.

This clause shall survive the termination or expiry of this MoU to the maximum extent permitted by law.

10. NOTICES:

Any notices required or permitted under the terms of this MoU or required by statute, law or regulation shall be in writing and shall be sent by registered mail or sent by facsimile to the respective Parties at the address mentioned at the first page of this MoU.

11. ARBITRATION AND GOVERNING LAW:

All and any dispute or controversy arising out of or in connection with this MoU including any question regarding its existence, validity or termination which cannot be settled amicably by and between the Parties, may be referred by the Parties to be settled by Arbitration and in accordance with Arbitration & Conciliation Act, 1996 for the time being in force which rules are deemed to be incorporated by reference to this clause. The Parties agree that arbitration proceedings shall be instituted and heard in Ahmedabad. The Arbitrator shall be appointed with the mutual consent of both the parties of this MoU. The language of the arbitration shall be English. The cost of arbitration shall be borne equally between the Parties and the prevailing Party shall be entitled to recover the same from the other.

The applicable law governing this MoU shall be the laws of India and the courts of Ahmedabad shall have the exclusive jurisdiction to try any dispute with respect to this MoU.

12. MISCELLANEOUS

The obligations of either Party under the MoU are non-assignable and not transferable. This MoU shall supersede all other prior oral or written understandings. No modifications, amendments and assignment to this MoU shall be valid and effective unless made in writing and signed by Parties. Nothing in this MoU shall be construed to be a waiver, unless specifically waived in writing by Parties and forbearance or



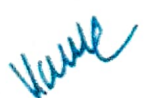
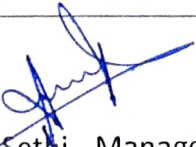
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ignorance of a breach shall constitute a waiver. No public announcement will be made and no notice (in public) will be given regarding the arrangements contemplated by this MoU, unless the Parties have first agreed in writing on the form, content and timing of such announcement or notice. This MoU may be executed in two or more counterparts, all of which constitute one and the same legal instrument.

13. LIST OF ANNEXURES ATTACHED

- Annexure A, A1, A2 (– List of the Courses (Proposed) along with commercial Terms.
- Annexure B- Shalby's Units

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS MOU AFTER CAREFULLY READING THE CONTENTS OF THIS MOU OUT OF THEIR FREE WILL AND CONSENT WITHOUT ANY KIND OF FORCE OR COERCION ON THEM ON THE DATE ABOVE MENTIONED.

For SHALBY ACADEMY	For UEM
  NAME: Mr. Babu Thomas DESIGNATION: CHRO (Shalby Ltd)	  NAME: Prof. (Dr.) Pradeep Kumar Sharma DESIGNATION: REGISTRAR
In presence of	In presence of
 Mr. Kaushik Chakraborty – Shalby Academy	 Mr. Anuj Sethi, Manager, Corporate Relations - UEM

Annexure A
Proposed Course & Commercial Terms

Item No.	Name of the Course	Duration of the Course	Total Course Fees per student	UEM's Share	Shalby's share
I)	MBA (Healthcare & Hospital Management)	2 Years (Full time)	3,60,000/-	70%	30% (including all taxes)

Annexure A (1) Detail Fees Structure

Semester (Per Student /Per Semester)	I	II	III	IV	Total Fee (Per Student)
Tuition Fees	90000.00	90000.00	90000.00	90000.00	360000.00
UNI Exam Fees	2000.00	2000.00	2000.00	2000.00	8000.00
Enroll / Regis Fees	5000.00				5000.00
Uniform Fees	5000.00				5000.00
Cambridge Fee	3000.00				3000.00
Total Fees	105000.00	92000.00	92000.00	92000.00	381000.00
SHALBY SHARE (30% Total of tuition fee) (Per Student / Per Semester	27000.00	27000.00	27000.00	27000.00	108000.00

Shalby Invoice Mechanism for receiving the Shalby Share:

After the completion of each semester, Shalby Academy will raise the invoice for teaching support service (30% of the total tuition fee – including all taxes)

Both parties have agreed to share on the following commercial terms:

- All payments (Shalby's share) shall be made in favor of "Shalby Academy A Unit of Shalby Ltd "
- UEM shall make the payment within 30 days of generating the Invoice

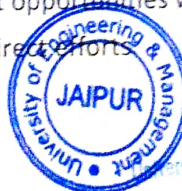
Annexure A (2)

Placement Assistance:

Shalby Hospitals will provide a certificate of internship & assist candidates for different roles as and when vacancies arise within the Shalby Hospitals or any other hospitals within the network.

SHALBY will provide placements opportunity to meritorious students at its various Hospitals across India based on available vacancies.

UEM placement department will also share the relevant placement opportunities with the candidates as when they come to the knowledge of the university through direct & indirect efforts



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Jaipur (R-1)

Annexure B

DETAILS OF SHALBY HOSPITAL UNITS

Sr. No.	Name of Hospital	Address - Location
1	Shalby Hospitals SG Highway	Shalby Hospitals, Opposite Karnavati club, SG Highway, Ahmedabad-380015
2	Krishna Shalby Hospital	319 Green City, Ghuma, Bopal, Ahmedabad-30058
3	Vijay ShalbyHospital	Vijay Cross Road, Near Fire Station, Navrangpura, Ahmedabad-380009
4	Shalby HospitalNaroda	Scheme No – 679, Nr. Haridarshan Cross Roads, Kathwada Road, Naroda, Ahmedabad – 382325
5	Shalby Hospital Indore	Shalby Hospital, Plot No.5 and Plot No.6, RS Bhandari Marg, Near Janjeerwala Square, New Palasia, Indore, Madhya Pradesh
6	Shalby HospitalJabalpur	Shalby Hospital, Ahinsha Chowk, Jabalpur
7	Shalby HospitalSurat	Shalby Hospital, Plot No.12, Adajan, Surat
8	Shalby Hospital Jaipur	Shalby Hospital, Sector No.3, Chitrakoot Scheme, Jaipur
9	Shalby Zynova Hospital Mumbai	Zynova Shalby Trimurti Arcade, Near Sarvodaya Trust. L.B.S Marg, Ghatkopar (west) 400086 Mumbai, Maharashtra, India
10	Shalby Hospital Naroda	Shalby Hospital, Phase IX, Sector – 63, S.A.S Nagar, Naroda, Punjab, India




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