



தமிழ்நாடு தமில்நாடு TAMILNADU

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11.8.15

MEDall Healthcare Pvt. Ltd.  
Chennai


AZ 67-2766  
M. SADIQ BASHA  
STAMP VENDOR  
L No. 12144/B1/96  
71, EAST JONES ROAD,  
CHENNAI-600 015

**MEMORANDUM OF UNDERSTANDING**

THIS **MEMORANDUM OF UNDERSTANDING** (HEREINAFTER REFERRED TO AS THE **"MOU"** OR **"AGREEMENT"**) IS MADE AND ENTERED INTO ON THIS **17<sup>th</sup> August of 2015**

**BY AND BETWEEN**

**M/s. MEDALL HEALTHCARE PRIVATE LIMITED, (PAN: AABCP9015E)** a Company incorporated under the Companies Act, 1956, bearing the Corporate Identity Number U85110TN1994PTC029023 and having its Registered Office at No. 191, Poonamallee High Road, Kilpauk, Chennai - 600 010, Tamil Nadu, India, represented by its **President R. Balasubramaniam** of the **ONE PART** on behalf of **MEDALL MEDICAL ACADEMY (herein referred to as Medall)** which expression shall include its executors, legal representatives, successors and assigns etc.

For MEDall Healthcare Pvt. Ltd.  
  
Authorised Signatory

  
REGISTRAR  
B.S. ABDUR RAHMAN UNIVERSITY  
VANDALUR, CHENNAI-600 148.

AND

**B.S. ABDUR RAHMAN UNIVERSITY OF SCIENCE & TECHNOLOGY** (hereinafter referred to as **university**) established under the University Grants Commission Act, 1956 having its institution at Seethakathi Estate, Vandalur, Chennai - 600 048, Tamil Nadu, India and represented by its **Registrar Dr. V. Murugesan**, of the **OTHER PART (hereinafter referred to as University)** which expression shall include its executors, legal representatives, successors and assigns etc.,

**Medall** and **University** are individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS MEDALL HEALTHCARE PRIVATE LIMITED runs a division called **Medall Medical Academy** which concentrates on training graduates in imaging technologies, providing Diagnostic Medical Sonographer course and also giving successful training to the students to clear the ARDMS examination(s).

WHEREAS the University was founded in the year 1984 approved by All India Council of Technical Education and affiliated to University of Madras till 2001, from 2002 onwards the university established several engineering colleges in Chennai and the same was affiliated to Anna University till 2008, from the year 2008 it was elevated as Deemed University under the University Grants Commission Act, 1956.

WHEREAS both the parties have come up jointly with a view to start Master of Science Course with specialization in Sonology in their academic programme.

WHEREAS the Parties after considering their objectives and strengths have mutually decided and agreed to start a Master of Science, Sonology a Post - Graduation course by collaboration in the area of academic activities as may be mutually agreed and subject to such terms and conditions set out hereunder.

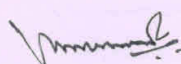
WHEREAS the University has agreed to avail the services of Medall in providing practical training to the students of Master of Science, Sonology.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In considering their strength both parties are mutually agreed to start a Master in Science (hereinafter referred as M.Sc.) Sonology Post - Graduation programme and other academic related activities;
2. Admission of Students for the M.Sc. Sonology shall be made by Medall as per its selection norms, currently restricted to MBBS Doctors from recognized universities.
3. Medall agrees to provide study materials for M.Sc. Sonology Course to the admitted students;
4. University agrees to provide the theoretical part of the M.Sc. Sonology, course to the students, as and when required by Medall.

For MEDall Healthcare Pvt. Ltd.  
  
Authorized Signatory

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REGISTRAR  
B.S. ABDUR RAHMAN UNIVERSITY  
VANDALUR, CHENNAI-600 048.

5. Medall agrees to provide practical part of M.Sc. Sonology, course to the students, in addition to theory part.
6. University agrees to give Recognition to Medall to conduct the M.Sc. Sonology, course and also agrees to issue the degree to the students who successfully complete the course;
7. University agrees to take up the task of conducting periodical written examinations, issue hall tickets, evaluate exam papers, declare results thereof and all other tasks in relation thereto;
8. Academic Certificates shall be issued by the university to the students who have cleared and successfully completed examinations.
9. Medall agrees to pay the Admission fees, Inspection fees, Examination fees (which includes Practical Examination fees, Mark Sheet, Provisional Certificate and Degree Certificate) and Administration fees to the University as per **Annexure - 1**
10. Medall will collect all the Fees related to the course from students.

**11. VALIDITY OF THIS AGREEMENT:**

This Agreement is valid for **4 years (Four years)** from the date of execution. This agreement stands renewed for further periods on mutual understanding and negotiation of both the parties. The Parties may, thereafter agree in writing on such mutually accepted terms and conditions.

**12. INTELLECTUAL PROPERTY RIGHTS(IPR):**


The study materials, name of the educational institution of Medall are the sole intellectual property rights of Medall and it has absolute IPR right to hold and preserve the same with it.

- 12.1 The university shall not have right to acquire any rights or interest in respect of intellectual property rights of Medall such as Trade Marks, or Trade Names or in any of, Copyrights, Patents, Know-How or other forms of intellectual property used or adopted by Medall (all such Trade Marks, Trade Names, Copyrights, Patents, Know-How and other forms of intellectual property are hereinafter collectively referred to as the "**Intellectual Property**")

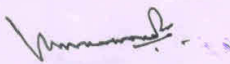
**13. NON-DISCLOSURE AND CONFIDENTIALITY:**

Medall or University staffs' shall not disclose, reveal, publish or make available directly or indirectly any confidential information disclosed by

For MEDall Healthcare Pvt. Ltd.

  
Authorised Signatory

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REGISTRAR  
B.S. ABDUR RAHMAN UNIVERSITY  
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Medall or university, orally or in writing for any other purpose other than intended in this agreement university shall ensure the protection of Medall ownership of the patient data.

University and Medall mutually agree that the information of each of student shall be treated as confidential information and it shall not be disclosed or make available any such confidential information as stated herein above to any third party, person, firm or enterprise or reproduce, transmit or use directly or indirectly for their own benefit or for the benefit of others, any confidential information of its students disclosure of any information to un-authorized agencies shall be deemed as a breach of conditions of this agreement, wherein either of the party commits breach of conditions of this agreement shall be liable to be sue for breach of condition and defamation.

#### 14. REPRESENTATIONS & WARRANTIES:

##### 14.1 No Conflicts:

Each Party represents to the other that it has the authority to enter into this Agreement.

##### 14.2 Assignment:

The Agreement and the rights granted under it may not be assigned or transferred by either party without prior written consent of the other party.

##### 14.3 Independent Contractors:

The relationship of the parties is solely that of independent contractors on a principal to principal basis. Neither party shall have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any such authority, to any person unless authorized to do so in writing.

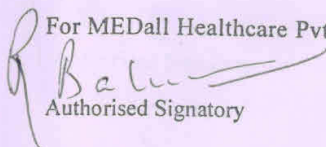
##### 14.4 Entire Agreement and Modification:


This Agreement together with any Appendices/Annexures/Schedules attached hereto constitutes the entire Agreement between the parties and supersedes, with respect to the matters regulated herein, and all other mutual understandings, accord and agreements, irrespective of their form between the parties. This agreement is executed in two sets, one each to be retained by University and Medall.

#### 15. INDEMNITY:

Medall shall indemnify university against acts arising by reason of any negligence, misconduct, or breach of any obligation hereunder by and on the part of Medall in relation to its performance of this Agreement. Similarly university will indemnify Medall and its employees/dependents and agents, against acts arising by reason of any negligence, misconduct, or breach of any obligation hereunder by and on the part of University or its employees/dependents, agents or sub-contractors in relation to its performance of this Agreement.

For MEDall Healthcare Pvt. Ltd.

  
Authorised Signatory

  
REGISTRAR  
B.S. ABDUR RAHMAN UNIVERSITY  
VANDALUR, CHENNAI-600 048.

**16. TERMINATION:**

- 16.1 This Agreement will be for a term of **4 (Four) year** commencing from the date of execution, however this agreement may be renewed for such further period as may agree upon in writing by the parties hereto.
- 16.2 Either party may cancel or terminate this agreement before the expiry date mentioned above, only after completion of an academic year with 3 moths advance notice in writing to this effect to the other party.

**17. FORCE MAJEURE:**

- 17.1 If either party is prevented from performing its obligation under this MOU from causes which are beyond its reasonable control, such as strikes, labour controversies, fires, Acts of God or, embargoes, governmental orders or restrictions or, the party is excused from non-performance of its obligation during the period while such cause continues to exist. Provided that any party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this MOU to be performed shall notify the other Party as soon as possible specifying:

- a) The cause and extent of such non-performance;
- b) The date of commencement thereof; and
- c) The means proposed to be adopted to remedy or abate the Force Majeure.

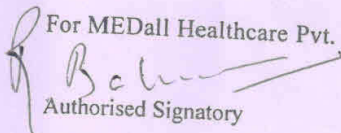
- 17.2 Any liability or obligation to pay any amount that has already accrued under this MOU before the date of such Force Majeure event shall not be excused under a Force Majeure event.

**18. DISPUTE RESOLUTION MECHANISM:**

Any disputes or difference(s) arising between the parties, as to the validity, interpretation, implementation, enforcement or effect of this agreement or any provision thereof, shall be resolved only by way of arbitration as per the provisions contemplated in The Arbitration & Conciliation Act 1996 (both substantive and procedural). The arbitration proceedings shall be carried in English language only and the place of arbitration shall be at Chennai.

**19. NOTICES:**

All notices mentioned herein shall be in writing and shall be sent by hand or by registered post acknowledgement due or by courier or by facsimile to the other Party at the addresses below mentioned in respect of each Party. The Parties agree that all termination notices shall be issued only by registered post acknowledgement due.

For MEDall Healthcare Pvt. Ltd.  
  
Authorised Signatory

  
REGISTRAR  
B.S. ABDUR RAHMAN UNIVERSITY  
VANDALUR, CHENNAI-600 048.

**In case of Medall Healthcare Private Limited / Medall Medical Academy:**

Name: Mr. R. Balasubramaniam  
Designation: President  
Medall Healthcare Private Limited  
No. 67, Second Floor, TNPL Building,  
Mount Road, Guindy,  
Chennai - 600 032  
Ph. No: 044-43457800  
Fax No: 044-43457811  
Email Id: bala@medall.in

**In case of B.S. ABDUR RAHMAN UNIVERSITY OF SCIENCE & TECHNOLOGY:**

Name : V. Murugesan  
Designation : Registrar  
Mobile no. : 944376464  
E-Mail Id : bsauniv.ac.in


**20. ESCALATION MATRIX:**

The Parties shall follow the general process of communication as per the details of both parties as mentioned in Clause 19.

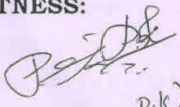
**IN WITNESS THEREOF THE PARTIES HAVE PUT THEIR HANDS AND SEALS ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.**

**For B.S. ABDUR RAHMAN UNIVERSITY OF SCIENCE & TECHNOLOGY**

  
V. Murugesan  
Registrar  
REGISTRAR  
B.S. ABDUR RAHMAN UNIVERSITY  
VANDALUR, CHENNAI-600 048.

WITNESS:   
C.D.R. S. HEMALATHA  
DEAN, SCHOOL OF LIFE SCIENCES

**FOR Medall Healthcare Private Limited**  
  
R. Balasubramaniam  
President

WITNESS:  
  
(PRIYA.P.K)  
MEDALL

