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INTERNSHIP PROGRAM ENROLLMENT AGREEMENT

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

### 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 Dhani, Jaipur, Pin 302022 Rajasthan, (hereinafter referred to asse Copy "INUI", 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; Jagan Nath Unive

### 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 repagnant to the context or meaning thereof, mean and include its successors in-interest and permitted assigns) of the Second Part.

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

### WHEREAS:

- A. JNUJ 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. JNUJ 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 JNUJ at NH Hospital;
- 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 Courses ("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 JNUJ Roles and Responsibilities

- a) IN(I) shall be responsible for ensuring the availability of faculty required for the purpose of delivery of identified Courses at their Campus;
- b) JNUJ shall develop the curriculum and the course of the identified Courses (in consultation with NH):
- c) JNUJ 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, JNUJ shall be responsible for co-ordination and management of admissions/ enrolment of the qualified students and agrees that NH shall not be liable for the same;
- d) INUI shall recruit required faculty members for the identified Courses to conduct classes and lectures including theory classes and practical training sessions.

Karthik Ramakrishnan Facility Director

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JNUJ shall be responsible for the marketing, promoting and advertising the Identified Courses in and outside India. JNUJ undertakes to comply with the provisions of Clause 4 of this Agreement, while marketing, promoting and advertising the Identified Courses;

INUJ 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;

INUI 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 JNUJ campus Jaipur to NH:

INUI shall send 1 (one) clinical instructor along with a batch of 25 (twenty five) students to

accompany and supervise the students during their internships at NH;

INUJ 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 INUI agrees to indemnify NH against any claims or actions brought against NH in this regard;

INUI shall ensure that NH has the first right to recruit the students pursuing the Identified Courses

for internships and placements, whenever vacancies are available;

INUI shall reimburse to NH any and all cost and expenses incurred by NH in performing their roles k) and responsibilities as set out in Clause 2.2 below within 1 (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. INUI shall be solely responsible to arranging 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 JNUJ to NH within the above prescribed period;

JNUJ shall:

Endeavour and insist on its interns/ students / trainees, at all times during the Term of this (1) 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;

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 INUJ and further monitored by the Head of the Department (HOD), of the department they are interning

with in NH;

Endeavour and insist on its students to maintain strict confidentiality of the terms and conditions (111) 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 **Facility Director** Marayana Multispeciality Hospital, Jaipur

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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 (iv) NH fully indemnified and harmless in this regard;

INUJ shall initiate Additional Courses, if any, when requested to be initiated by NH. In case INUJ refuses or falls to commence such Additional Courses within a mutually agreed time period, NH m)

shall be free to collaborate with any other third party for the same;

INUI 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, INU) shall also focus on providing proper uniform/dress, ID cards, maintaining and supervising the Log Book made during practical trainings at NH;

Any indiscipline, disobedience and failure to above compliances will result in termination/nonrenewal of Internship Training at NH and shall be considered as a breach in this agreement;\ 0)

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 p) receive as a part of the internship at NH Hospital. JNUJ 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 JNUJ, 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.

# PAYMENT MECHANISM

The fees chargeable to the students by INUI for all the Identified Courses shall be fixed by INUI after a discussion with NH, but the fee shall be at the sole discretion of INUI;

Fee Receipts will be issued to all trainees/ students for the submission of complete fee amount by JNUJ 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 JNUJ to NH, by or before the 5" 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 INUI. 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.

# ANTI BRIBERY

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

> Karthik Ramakrishnan **Facility Director** ... Hospital, Jaipur

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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 act or decision of a Public Official in connection with the Agreement and/or its business;

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

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.

# USAGE OF INTELLECTUAL PROPERTY

- 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;
- 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 INUI and NH;
- The Parties further agree that neither Party shall acquire any right whatsoever, through use, in the 5.3 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;
- 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;
- 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.

# REPRESENTATIONS AND WARRANTIES

- Each Party hereby represents and warrants to the other Party that:
- it has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;
- the execution, delivery and performance of this Agreement by it, does not and will not conflict b) with any legal, contractual, or organizational requirements:
- 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;
- it shall, upon earlier termination or expiry of this Agreement, comply with the provisions of Clause d)
- the authorization to use the Intellectual Property under Clause 4 shower will not violate any 6.2 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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in addition, JNUJ hereby represents and warrants that:

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;

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;

the personnel, if any, providing the services under this Agreement are employees of JNUJ;

INUI 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;

INUJ 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 JNUJ under this Agreement or nonobservance / non-compliance of any applicable laws, rules and regulations; (ii) implementation of the Identified Courses at NH; (iii) breach of confidentiality or intringement or passing off of any intellectual Property Rights; and (iv) acts and omission of JNUI 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 INUJ and delivery of identified Courses and the additional courses to the students. INUI shall keep NH indemnified against such liabilities.

# CONFIDENTIALITY

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.

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

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;

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;

Shall not cause or permit the Confidential Information to be disclosed to any third party;

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

Shall return promptly any and all copies of such Confidential Information to the Disclosing Party at

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

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- 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, JNUJ shall also ensure that the students/trainees/interns who come across any confidential information shall uphold the integrity of the confidential information and JNUJ 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 O1 (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 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:
- each Party shall hand over all Confidential information in its possession belonging to the other Party to the other Party;
- 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;
- e) each Party shall continue to remain solely liable and responsible towards its liabilities accrued till.
- the date of termination of this Agreement; and
  neither Party shall be entitled to any compensation or account with termination, except as
  envisaged herein;

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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 follows:

TO NH: NARAYANA MULTISPECIALITY HOSPITAL

Sector-28, Kumbha Marg, Pratap Nagar, Jaipur 302033

TO JNUJ: JAGANNATH UNIVERSITY

NH-12, Chaksu Bypass, Tonk Road, Jaipur 303901 and IP-2 &3, Opp. Chokhi Dhani, 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 extend, and shall be read accordingly; 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 JNUJ:

Karthik Ramakrishnan Facility Director Narayana Multispeciality Hospital, Jaipur CHARSU 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 <u>Independent Rights</u>: Each of the rights of the Parties hereto 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 <u>Assignment</u>: 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;

<u>Survival</u>: 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
Facility Director
Pacryana Multispeciality Hospital, Jaipur

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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

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Signature

Name Deepak Gupta Position Chairman

Witness

Signature

Name SAUMYA GROVEK Position Campus Coordinator SIGNED for and on behalf of ... NARAYANA MULTISPECIALITY

HOSPITAL,

JAIPUR

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Karthik Ramakrishnan Facility Director Parayasa Mulospeciality Hospital, Jaipur

Signature

Name KALTHIE RAMAGERISHNAN Position FACILITY DIRECTOR

Witness

Signature A. J. O.

Name DR- MALA AIRUN

ZONAL CLINICAL DIRECTOR



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# ANNEXURE 1 LIST OF IDENTIFIED COURSES

s. No.		No. of Students	Time	Fees Per Stude	nt
01	The second secon		08 hrs (Monday -Saturday) 9am to 5pm- Practical Training	+ GST annum)	(per
02	B.Sc. Nursing	•	08 hrs (Monday Saturday) 9 am to 5pm - Practical Training	+ GST (Per ann	um)
03	Dialysis Technician		08 hrs (Monday -Saturday) 9am to 5pm- Practical Training	+ GST annum)	(per
04	OT Technician		08 hrs (Monday Saturday) 9am to Spm- Practical Training	annum)	(per
05	Radiology Technician	<b>:</b>	08 hrs (Monday Saturday) 9am to 5pm- Practical Training	+GST annum)	(per
06	Perfusionist	*	08 hrs (Monday Saturday) 9am to 5pm Practical Training	annum)	(per
07	Laboratory Technician		08 hrs (Monday - Saturday) 9am to 5pm Practical Training	+GST annum)	(per
08	Cath Lab Technician	- in the second	08 hrs (Monday -Saturday) 9am to 5pm Practical Training	annum)	(per
09	Endoscopy Technician		08 hrs (Monday Saturday) 9am to 5pm Practica Training	annum)	(pei
10	Pharmacy		08 hrs (Monday Saturday) 9am to Spin- Practica Training	i annum)	(pe
11	Physiotherapy		08 hrs. (Monday-Saturday) 9am. to 5pm- Practice Training	annum)	(pe

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

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

as per the hospital rules the Jaggannath University. Time scheduling will be in mutual agreement with the April Colpt

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# 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, 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 One Part and

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Mr/Miss	5/0 .	A CONTRACTOR OF THE PROPERTY O
Multimes.	(hereinafter referred to as "Inter	n" which term shall mean and
	xecutors, administrators, nominees	and assigns) of the other Part.
include his legal representatives, e	xecutors, administrators, normines	

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

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

WHEREAS towards the Internship Program under the Main Agreement JNUJ 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:

- Any information which becomes accessible to him on account of him being present in NH
- All confidential and proprietary information disclosed by NH or JNUJ to Intern.
- 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:

Definition of Confidential Information: 1.

> Karthik Ramakrishnan **Facility Director** located telegraphs

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- "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 INUJ 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.
- 2. Disclosure of Confidential Information.
- 2.1 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
- 2.2 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 NFI
- 3. No Warranty & Assumption of Risk. ALL INFORMATION INCLUDING ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS "NH DOES NOT MAKES ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, FUNCTIONALITY, NONINFRINGEMENT, 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.
- Ownership of Confidential Information. Intern agrees that NH is and shall remain the exclusive owner of Confidential Information disclosed to it by JNUJ and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of such rights to JNUJ/ 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.

 Term. This Agreement will be effective as of the Effective Date and till the subsistence of the Main Agreement or the Internship Program whichever is earlier.

Karthik Ramakrish

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- 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:

Witness:

Signature: Printed Name: Title:

Apr Light

CHAKSU JAIPUR

Washik Ramakrishnan ility Director lar yana mula pecialty Hospital, Jaipur Dur Pur



# DEPARTMENT OF PHYSIOTHERAPY

# Expert Talk 28-August2019



Dr. Vikas Mathur (PT))

Senior Physiotherapist,

Narayana Multispeciality hospital

MPT Orthopedic & Sports



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Jagan Nath University, Jaipur

### Introduction

Two hours orientation program on "Importance of Internship in field of Physiotherapy" was organised by department of Physiotherapy, Jagannath University, Jaipur on 28 August 2019. The program was organised offline and was attended by all the students of Bachelor of Physiotherapy 1<sup>st</sup> year and Bachelor of Physiotherapy 2<sup>nd</sup> year. The workshop was organised with the following objectives in mind:

# **Objectives**

- Creating awareness on the importance of Internship in Physiotherapy field.
- Explain the major element and factors involved in internship process.
- providing clearity on the framework for internship.
- Discussion on the major requirement of starting internship program.

# **Participants**

A total of 45 student participants participated in this session.

### Session

Dr Vikas Mathur (PT), senior physiotherapist, senior consultant at Narayana multispecialty Jaipur, eminent speaker and founder of PHYSIO FIRST, in course of his dynamic presentation flagged certain important points that the institution and students should focus upon. Those points may be summarised as follows:

- Framework for physiotherapy internship program quality and practical learning is must and therefore quality assessment is to be taken as a challenge.
- Internship help in achieving quality, skill and employment, help a student to face challenges in practical world.
- Internship empowered to take necessary action in making future of a student.
- Since the best practice, internship period can significantly contribute to the development and best practice in Physiotherapy field.

Jagan Nath University, Jaipur

## Session summary

The session was informative and was helpful for career develorified True Copy



# ACTIVITY REPORT (EXPERT TALK)

Organised by

Department of Physiotherapy

Jagannath University

# ACTIVITY REPORT

# Introduction

Two hours orientation program on "Importance of Physio Ball and Theraband in Physiotherapy Field" was organised by Department of Physiotherapy, Jagannath University, Jaipur on 11 April 2019. The program was organised offline and was attended by all the students of bachelor of Physiotherapy 1st year. The workshop was organised with the following objectives in mind.

# **Objectives**

- To teach importance of Theraband in Physiotherapy field.
- Advice & importance of Physio ball in our field.

# **Participants**

A total of 30 student participants participated in this session

# Session

**Dr Vikas Mathur (PT),** Senior Physiotherapist, Senior Consultant at Narayana Multi-speciality Jaipur, eminent speaker and founder of **PHYSIO FIRST**, in course of his dynamic presentation flagged certain important points . These points may be summarised as follows:

- Talk on TheraBand Exercise and Stability Ball for Improved Posture, Balance, Core Fitness, Coordination, and Rehabilitation.
- Discussed "How Theraband and Physioball are helpful in Improving Posture".

# Session summary

The session was informative and was helpful for career development in the domain of Physiotherapy.