

**Memorandum of Understanding
Between**

**DocRoSh Health Pvt. Ltd., Navi Mumbai
&
NCRD's Sterling Institute of Management Studies, Nerul**

This Memorandum of Understanding ("MoU") is made as of 31st August 2017

Between:

DocRoSh Health Pvt. Ltd. a company registered under the Companies Act, 2013 having its registered office at 17th Floor, Cyber One, S Pranavanandji Marg, Sector 30, Vashi, Navi Mumbai, Maharashtra, India 400703 and **DocRoSh Global Solutions** a Global Brand of DocRoSh Health Pvt Ltd, 3rd Floor, Akshar Blue Chip IT Park, Turbhe, Navi Mumbai, Maharashtra, India 400705 (hereinafter called "DOCROSH" which expression unless it be repugnant to the subject or its context includes their successors and assigns) of the **FIRST PART.**

And


NCRD's Sterling Institute of Management Studies Nerul, Navi Mumbai of the **SECOND PART** "INSTITUTE" and "DOCROSH" are hereinafter individually referred to as "Party" and collectively referred to as "Parties"

Terms and Conditions:

1. Nature of Collaboration:

- This MoU is for collaboration between the parties for mutual benefit for the purpose of providing high end Management trainings / workshops/ Conference deliberations/ Panel discussions etc for the MMS/MCA students of the INSTITUTE, in order to enhance the quality of the educational experience for students.
- This MoU shall be valid for five (5) year from the effective date and can be extended further for such period and on such terms and conditions as may be agreed between the parties.
- Both parties shall take all reasonable steps to ensure the successful completion of the collaboration and shall cooperate with each other in performance of their respective obligations.
- Both parties shall appoint one person as one point of contact for smooth execution of this MoU.


IQAC Coordinator


Director
NCRD'S STERLING INSTITUTE OF MANAGEMENT STUDIES
Plot No.93, Sector-19, Nerul(E),
Near Seawoods Darave Rly. Stn.,
Navi Mumbai - 400706,
Tel : 27707282 / 27722290

2. Following Training/ Workshop shall be conducted:

1) Awareness and Career Guidance Sessions on Technical and Non-Technical fields shall be provided.

2) Workshops on:-

a) Campus to Corporate transition

b) Facing interviews, group discussions and managing oneself.

3) To provide Assistance, Motivation & Counseling to the Students to appear for various Certification Examinations.

4) Campus Preparation Program and Job Fair under Placement Activity

- Trainers/faculties for effective execution of high end training programs.
- To provide assistance in arranging various technology seminars, workshops, high technology training programs for few hours / multiple days, by charging appropriate amount of fees as may be decided mutually from time to time.

2. INSTITUTE Shall Provide:

- Necessary infrastructure including classroom, computers with necessary Software & hardware configuration, Internet, Projector, Mike and such other facilities as may be required for the purpose of attainment of objective/purpose as stated above.


3. Mutual Obligations:

- This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MoU, there shall be no obligation on any party to compensate the other in any manner or to make any claim.
- Nothing contained in this MoU shall be construed as resulting in the creation of a relationship of employer and employee or principal and agent between "DOCROSH" and the "INSTITUTE". Either party is not authorized to make any representation, contract, or commitment on behalf of the other party without the prior written consent of other party.

4. Limitations and Warranties:

- Each party shall ensure that the other is not put to any liability for any act of the respective party under this MoU.
- Each party represents that they have full power and authority to enter into this MoU in general.


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5. Revenue Sharing

“DOCROSH” and INSTITUTE shall share the revenue based on Agreement done for various courses as per Institute needs and demand.


6. General:

- Both the parties may receive information proprietary to other party (the “Confidential Information”) in the course of performance of their obligations under this MoU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party’s possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two parties understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a “need to know” the same for the effective implementation of this MoU and that it will only be used by the parties for the benefit of others.
- Both the parties understand and agrees that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MoU, whether in printed or electronic form, belongs to other party and that other party will have all rights, title and interest therein.
- Both parties shall not use the name and brand of the other party in any advertisement or make any public announcement without the prior written approval of the other.
- Both the parties agree that “DOCROSH” is not bound on account of this MoU to recruit any fixed number of students from the “INSTITUTE”.
- Each party shall be at liberty to terminate this MoU with a written notice period of One (1) month to the other party without any compensation and seeking legal redress. In the event of termination, each Party shall be required to pay forthwith any outstanding payments due to the other party and also complete all ongoing training programs.

7. Arbitration:

- Any and all disputes or differences between “DOCROSH” and “INSTITUTE” arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled by negotiations between the Parties amicably through consultation.


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- Any dispute or difference arising out of or in connection with this MoU, which cannot be amicably settled within 30 (thirty) days, shall be referred at the request in writing of either Party to binding arbitration by a panel of 3 (three) arbitrators, one arbitrator each being appointed by the "DOCROSH" and "INSTITUTE" and the third arbitrator being appointed in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The language of arbitration shall be English and the venue of arbitration shall be at Mumbai.
- Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrators direct otherwise.

8. Jurisdiction:

The parties agree that the exclusive remedy here under with regard to any claims, disputes, or other matters in question between the parties arising from this agreement shall cover only under Mumbai Jurisdiction.

It is further agreed that in case there is dispute, the parties will pursue Arbitration first and then if found necessary will opt for court proceedings.

9. Non-solicitation of Staff

During the term of this MoU and for a period of One (1) year after the expiration or sooner determination of this MoU, neither Party shall, either directly or indirectly and without the prior written consent of the other Party, (i) recruit, employ, hire or engage as an employee or consultant or contractor any employee of the other Party; or (ii) solicit, induce, entice or in any way encourage any of the employees or consultants or contractors of the other Party to terminate his relationship with the other Party.

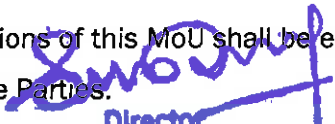
10. Indemnification

Both the Parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs and reasonable attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.

11. Modification

No amendment, modification or waiver of any provisions of this MoU shall be effective unless the same is in writing and signed or executed by both the Parties.


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IN WITNESS WHEREOF, each of the Parties hereto has caused this MoU to be executed by its duly authorized representative on the day first here in above written.

For DocRoSh Health Pvt. Ltd.
Navi Mumbai



Dr. Roshan Palewar
CEO



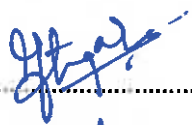
For NCRD's Sterling Institute
of Management Studies, Nerul



Dr. Prashant Gundawar
Director-SIMS



Witness:

1. Prof. Iftiqar Mistry 

2. Ms/Mr..... 



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Director

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