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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

RIMT University,

Opposite Floating Restaurant, Sirhind Side, Mandi
Gobindgarh, Punjab, 147301

&

Dr. Om Parkash Eye Institute
117 A, The Mall, Amritsar, Punjab, 143001

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED ACADEMIC
SERVICES**

Raher Moh

Registrar

18/10/18

RIMT University

Mandi Gobindgarh

RAVINDERPAL CHAWLA
Group General Manager
Dr. Om Parkash Eye Institute



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MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 18th October, 2018 by and between

RIMT University, opposite floating restaurant, Sirhind Side, Mandi Gobindgarh, Punjab, 147301 (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Dr. Om Parkash Eye Institute, 117 A, The Mall, Amritsar, Punjab, 143001 (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

First Party is RIMT University which is a private university established by Govt. of Punjab vide Punjab Act, No. 31 of 2015 & under section 2(f) of the UGC.

Second Party is Dr. Om Parkash Eye Institute which is 50 years old tertiary care NABH accredited eye hospital & Its scope of clinical services include Cataract, Vitreo & Medical Retina, Glaucoma, Squint, Oculoplasty, Cornea, Eye Bank, Lasik & Refractive Surgery, Contact Lens, Optical Dispensing among others.

Registrar
RIMT University
Mandi Gobindgarh

RAVINDERPAL CHAWLA
Group General Manager
Om Parkash Eye Institute

First Party & Second Party believe that academic collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities towards imparting practical based knowledge to students.

Both Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research towards the mutually agreed identified Bachelor/Master Degree programs as exclusive basis within the territorial academic jurisdiction of State of Punjab as per given below detail as under:-

- | | | |
|---|---|---------|
| 1) Master in Optometry | - | 2 Years |
| 2) Bachelor in Optometry | - | 4 Years |
| 3) Executive MBA in Hospital Administration | - | 2 Years |

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOW

CLAUSE 1

CO-OPERATION

1.1 Both Parties have joined hands for the common interests and objectives of holistic development of students by imparting value-based teaching & training methodology by establishing channels of communication and co-operation. Both Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another of mutual cooperation & growth.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities under Faculty Exchange Programme sharing significant academic inputs among them in developing suitable teaching / training systems/syllabus/course curriculum & other keeping in mind the needs of the students & industry.

1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter.

Rohit Moh
Registrar
RIMT University
Mandi Gobindgarh
18/10/18

RAVINDERPAL CHANLA
Group General Manager
Dr. Om Parkash Eye Institute

hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

2.1 Skill Development: Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge which helps them for their technological up-gradation, innovation and competitiveness. Second Party will also train the students of First Party on the emerging methodologies in order to bridge the skill gap and make them industry ready. Both parties have agreed upon to conduct minimum 2 Comprehensive Eye Check-Up Camps during one calendar year under CSR category as per mutually agreed time & venue.

2.2 Curriculum/Syllabus Design: First Party & Second Party will give share valuable inputs with each other to decide teaching / training methodology and suitably customize the course curriculum so that the students fit into the industrial scenario meaningfully. It is to be observed that first year of Bachelor Degree programme will be conducted primarily at campus of First Party and Second Party will give significant tutorial support while second & third year of clinical practice management will be conducted at the campus of Second Party with tutorial support from First Party as deemed necessary. Internship of the UG/PG programme will be conducted at associated hospitals & clinics of the Second Party as per approved programme structure. However for Master Degree programme, tutorial, clinical practice management, seminars, webinar will be conducted by First Party & Second Party respectively at their campuses.

2.3 Industrial Training & Visits: Dr. Om Parkash Eye Institute shall work as Industry partner (Second Party) and RIMT University as academic Institution (First Party) interaction will give an insight in to the latest developments / requirements as per the industry standards. The Second Party will permit the Faculty and Students of the First Party to visit its affiliated hospitals & clinics and also involve in various Industrial training programs which will be established jointly. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career henceforth. The Second Party will also provide its Diagnostic Equipments / Ophthalmology Examination Units / Patient Interface (Only after credentialing & privileging of the students as per NABH guidelines)/Exposure to attend outreach activities for the hands-on training of the students enrolled with the University for the Identified Courses.

2.4 Research and Development: Both Parties have agreed to carry out the joint research activities if need arises and result of the same will be used for academic up gradation.

Rahul Mehta
Registrar
RIMT University
Mandi Gobindgarh
18/10/18

RAVINDERPAL CHAWLA
Group General Manager
Dr. Om Parkash Eye Institute

2.5 Guest Lectures: Both the Parties will be extending all necessary logistic support including food & stay arrangements to the visiting guest faculty towards his/her visit to respective campus for the delivery of guest lecture as per the requirement of course curriculum / syllabus/academic calendar.

2.6 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement. Second Party will also arrange of necessary faculty members to give pre-requisite training & teaching during the stay at hospitals or its affiliated clinics as per academic calendar.

2.7 Admission: Both the parties will help each other to draft & design the advertisement of the courses and admission criteria & use their own methods to advertise it jointly or separately as deemed fit at pan India basis. However, monitoring & control of admission process will be with RIMT University as First Party against the receipt of fee as per respective admission criteria of the chosen course. However, Dr. Om Parkash Eye Institute as Second Party will also help to accelerate the number of admissions by motivating students to take admission of courses by using of its resources financially & logistically. Students will be issued I-cards & wear dress code as per approved protocol.

2.8 Attendance: Student's attendance record will be maintained by both the parties & efforts will go for adhering students' punctuality.

2.9 Examination: First Party will conduct the examination, check the papers & declare the result in transparent manner. Also examination shall be conducted as per laid down standard operating procedure of UGC guidelines.

2.10 Internship & Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements of the students by using strength of its source of networking & other medium. The Second Party will absorb good number of the trained students, matching with clinical standards & protocols of Second Party but only with subject to the approval of selection panel of Second Party.

2.11 Approval: Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required as per regulatory & statutory needs for offering the academic programs on the terms specified herein

2.12 Discipline & Complaint Handling: Both the Parties will be responsible to ensure students discipline & to undertake academic activities through professional manner however all complaints or grievances of students/teaching/non-teaching staff if arises so, shall be dealt in accordance to laid down standard operating protocol.

2.13 Personality Development: Second Party will provide grooming sessions to students for their personality & holistic development which is an important factor today's competitive scenario.

Registrar
RIMT University
Mandi Gobindgarh

Rahel M62
18/10/18

RAVINDERPAL CHANHA
Group General Manager
Dr. Om Parkash Eye Institute

2.15 Hostel Facility: Both Parties will provide hostel facility at individual capacity to students and all expense towards availing hostel facility will be borne by students themselves to respective party.

2.15 Coordinators: Both Parties will designate person/repetitive who will have accountability for co-ordination & successful implementation of this agreement henceforth.

CLAUSE 3

VALIDITY

3.1 This Agreement will be valid for next six years starting from 18/10/2018 (Eighteen October, Two Thousand Eighteen Only) till 17/10/2024 (Seventeenth October, Two Thousand Twenty-Four Only). However the parties may extend the validity period of agreement by mutual consent

3.2 Both Parties are entitled to terminate this MOU upon 90 calendar days' notice in writing. In the event of termination, both parties have to continue to discharge their obligations/responsibilities keeping the interest & future of students of prime importance & concern.

CLAUSE 4

RELATIONSHIP BETWEEN THE PARTIES

4.1 It has been agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Both Parties will be authorized to use the other Party's name in joint promotion & execution of aforesaid academic activity but not without the prior written consent of the other Party.

CLAUSE 5

FEE OF THE COURSES OFFERED

5.1 The fee structure of the courses offered shall be made jointly keeping in view of infrastructure requirements & facilitates to be provided to meet minimum requirement as per course pattern.

5.2 The entire fee has to be collected by First Party however Second Party will be playing its crucial role to facilitate the fee collection on the behalf of First Party from the students as & when need arises.

Rachet Moe
Registrar 18/10/18
RIMT University
Mandi Gobindgarh

RAVINDERPAL CHAWLA
Group General Manager
Dr. Om Parkash Eye Institute

CLAUSE 6
ADMISSION PROCESS, SHARING FEE

- 6.1** All the admission will be made by First Party however Second Party will play its significant role to spread information & help First Party to get admission according to seat quota (30-45 for Bachelor Course, 20-25 for Masters Course)
- 6.2** The Second Party shall be entitled to receive 60% of the course fee of registered students as collected by First Party and First Party will retain its share of 40% of total fee collected.
- 6.3** The First Party shall transfer the said 60% share of the Second Party by way of NEFT/RTGS/Demand Draft/Cheque after collection of the fee from student as per the necessary statutory deductions i.e TDS etc.
- 6.4** Both of the Parties will have full autonomy over their respective financial dealing & maintain their own financial bank accounts & will no way related to each other profit & loss statements.

CLAUSE 7
INTELLECTUAL PROPERTY RIGHTS

Both the Parties expect from each other to use legal software & other materials in strict adherence to the intellectual Properties Rights (Copy Right, Trade Marks, Patents) of the owner there of. In case of any violation by one party, matter will be dealt under the provision of law & other party will not be liable/legally responsible for any sort of legal consequences arising out of any violation of Intellectual Property Rights.

CLAUSE 8
SETTLEMENT OF DISPUTES

The parties to this MOU shall perform their responsibilities & obligations as per professional, ethical and honest manner and shall not act in any manner which can cause loss to image or reputation of any party. However, in case of any dispute or difference arises between the parties under this MOU shall be initially settled through mutual discussion & efforts and failing which such differences/dispute shall be referred to a SOLE ARBITRATOR as mutually agreeable and proceedings are to be conducted as per the provision of Indian Arbitration & Conciliation Act, 1996. The venue of the arbitration shall be at Fatehgarh Sahib and the courts at Fatehgarh Sahib shall have the jurisdiction.

Rahesh Moh
Registrar
RIMT University
Mandi Gobindgarh

RAVINDERPAL CHAWLA
Group General Manager
Om Parkash Eye Institute

CLAUSE 9

BINDING NATURE OF THE MOU

This MOU shall be binding upon the respective heirs, executors, trustees, administrators & legal representatives of the parties.

CLAUSE 10

CONFIDENTIALITY

Both the parties undertake to maintain the confidentiality of this MOU and such other action pursuant to this MOU. None of the parties to this MOU shall and without prior consent of the other parties disclose the respective rights & obligation under this MOU and subsequent action as may be taken pursuant to this MOU

AGREED:

For RIMT University
Rakesh Mohan
Registrar

Rakesh Mohan
Registrar
RIMT University
Mandi Gobindgarh
18/10/18

Authorized Signatory

For Dr. Om Parkash Eye Institute
Ravinder Pal Chawla
Group General Manager

RAVINDERPAL CHAWLA
Group General Manager
Dr. Om Parkash Eye Institute
Authorized Signatory
18-10-18

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Witness 1:

Nitin Thapar
18/10/2018
NITIN THAPAR
ASSOC. PROF.
RIMT University

Witness 1:

Vijendra Banarwal
18/10/18
Vijendra Banarwal