

MEMORANDUM OF UNDERSTANDING

Between

**Madan Mohan Malaviya University of Technology,
Gorakhpur**

And

Smart HealthZone Pvt. Ltd, Gorakhpur

Madan Mohan Malaviya University of Technology, Gorakhpur (hereinafter referred to as "**MMMUT**") is a premier technological University engaged in imparting professional education besides research, innovation, technical training, and consultancy for more than the fifty years as Madan Mohan Malaviya Engineering College, Gorakhpur and as Madan Mohan Malaviya University of Technology, Gorakhpur since 1st December 2013.

AND

Smart healthzone Pvt. Limited, Gorakhpur, a company incorporated under the Companies Act, 1956 having its corporate office at 377, Purdilpur, Gorakhpur (hereinafter referred to as "**SmartHealthZone**") is in the business of healthcare services, software development, Consultancy Services, and other social services nationwide.

In view of the common interest of development of Information technologies, philosophies and professional objectives **MMMUT** and **SmartHealthZone** resolve to join hands for contributing towards the attainment of common objectives through collaborative research & development activities, innovative practices and innovations, projects & dissertations at undergraduate and post graduate level programmes in the **MMMUT** and for the overall benefit of the society at large and also on other contemporary issues related to various technologies used in Information Technology.

In order to enhance the above objectives, **MMMUT** and **SmartHealthZone** have agreed to sign this Memorandum of Understanding. The details of the understanding are as follows:

1. **SmartHealthZone** will bridge the gap between industry and University by imparting training and internship to the selected students of CSE, MCA and EC department of **MMMUT**.

2. Software development activities under this MOU can be conducted at **MMMUT** Gorakhpur or at **SmartHealthZone** office in Noida or Gorakhpur.
3. **MMMUT** and **SmartHealthZone** will have the following responsibilities to ensure success and smooth running of the programmes.

SmartHealthZone responsibilities:

- Provide training on latest technology to the selected students at MMMUT, Gorakhpur and sometimes at the office of Company in Noida or Gorakhpur.
- Setup workshop for the selected students.
- Setup internship training program for selected students
- Provide exposure to all aspects of commercial software development by providing live projects to students.
- Incentive for the deserving students (awards/stipend) to encourage participation and the drive to excel in all aspects of software engineering, with approval of competent authority at M M M U T .

MMMUT responsibilities:

- Establish a software development cell to facilitate activities of commercial application development and provide an appropriate structure for the training/internship program.
 - Appoint a faculty as coordinator from Computer Science and Engineering Department.
 - Offer recognition to students participating in the Training/Internship program.
 - Provide appropriate support and infrastructure to students in their efforts to actively participate in the training / internship program.
4. Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU, either directly or indirectly. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect not withstanding any termination of this MoU.
 5. Any independent technology, process, inventions jointly developed by Smart HealthZone and faculty/student of MMMUT as part of this MOU will be jointly owned by Smart HealthZone and MMMUT.
 6. Any proprietary tools/concepts that Smart HealthZone owns and is used for software development activities by students of MMMUT as part of their training/internship will remain with Smart HealthZone.
 7. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any willful and grossly negligent act or omission of either of the parties.

8. Both parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
9. Financial rules of **MMMUT** as applicable shall be enforced on the expenditure of the funds provided by **MMMUT** while **MMMUT** shall have no regulation on the expenditure of the funds provided by **SmartHealthZone** for any activity.
10. Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU without the other party's prior written consent as to such release or announcement.
11. This MoU may not be amended without the prior written consent of both the parties.
12. This MoU shall be governed by the laws of India and the Court in Gorakhpur shall have exclusive jurisdiction.
13. Either party can cancel or terminate this MoU unilaterally, by giving an advance written notice of one month to the other.
14. All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective parties as follows:

To company : SmartHealthZone Pvt. Limited, Gorakhpur
377, Purdilpur, Nr. MG degree College
Gorakhpur, UP - 273001

To the Collaborating Institute: Madan Mohan Malaviya University of
Technology, Gorakhpur,
Deoria road, Gorakhpur, Uttar Pradesh- 273010

All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter, email, fax or telegram.

15. Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein

IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.

H. R. Jaiswal

Uday Shankar
27/10/15

H. R. Jaiswal
Director
SmartHealthZone Pvt. Limited

Madan Mohan Malaviya University of
Technology, Gorakhpur

Witnesses:

1. Prof. S. K. Srivastava, Dean Academics
2. Dr. D. K. Dwivedi Head, Applied Science