

AND

Mangala College of Speech & Hearing, situated at Vidyanagar, P.O. Pedamale, Neermarga, Mangaluru - 575029. (Hereinafter referred to as MCSH") which expression unless repugnant to the context shall mean and include its successors and assigns of the Other Part;

"TMC" and "Mangala College of Speech & Hearing are individually and collectively referred to as "Party" and "Parties" respectively.

WHEREAS:

- A. TMC is, inter -alia, in the business of providing health care services including secondary and tertiary healthcare services for the last several decades in different locations in India and abroad.
- B. AHS represented TMC that is an established Allied Health Science College affiliated to "Rajiv Gandhi University of Health Sciences" in the state of Karnataka and requested Manipal to provide internship program for their students.
- C. TMC based on the above representations has agreed to provide internship opportunities to AHS's students in the field of Allied and other discipline as may be agreed from time to time.

NOW THEREFORE THE PARTIES TO THE MOU WITNESS AS UNDER:

1. Term

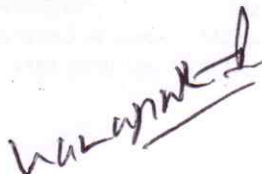
- i. This agreement shall be valid for a period of **Five years** from the date of execution of this agreement. This agreement shall come in to effect from **1st day of August 2025**. However either party will renew this agreement for further period of one year with mutual consent.

1. Objective:

- i. The objective of this MOU is to establish a written document framing a basic understanding under which both the parties shall be governed for internship program for AHS's students at TMC subject to the condition AHS meets the standards prescribed by RGUHS and or the infrastructure , Qualification of the Faculties mentioned under Annexure.


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2. Scope:

- i. During the term hereof or the extended term as the case may be, TMC shall grant internship programs to MCSH eligible students in order to share knowledge relating to Speech and Hearing.

3. Consideration

- i. TMC shall be providing the internship programs as a gesture of goodwill and shall not be (1) paying any stipend or fees to the students (2) any employment commitments. However, TMC would consider the student's application for employment, after successful graduation of the Speech and Hearing program as per TMC recruitment policy and procedure based on its requirements.

4. Representations and Warranties of the Parties

- i. Each of the parties makes the following representations and warranties to the other party hereto that the representing party has the full power and unrestricted authority to enter into this MOU. Entering this MOU and performing the obligations hereunder does not conflict with and is not prohibited under the terms of any other agreement, document, law, rule, regulation or court order to which the representing party is subject. Each of the parties has the full power and unrestricted authority to grant the licenses that are granted herein.

5. MCSH Covenants

MCHS undertakes that the students for the internship program shall

- a. abide and follow the process and procedure of TMC
- b. maintain good discipline and manners both to TMC employees, Hospital patients and guests
- c. strictly adhere and follow to the instructions of the doctors and TMC team
- ii. It is understood by the parties hereto that the understanding is based on good faith and the assurances to provide mutual support and cooperation in furtherance of the proposal contemplated herein. The parties herein aware of their roles and responsibilities.
- iii. MCHS shall ensure that its students shall at all times conduct themselves within the parameters prescribed by TMC and shall not commit, abet or permit the commission of any illegal act while working in the course of this MOU and in the event of any illegal act being committed or abetted, MCHS shall be liable for all consequences thereof and TMC, shall not be liable either directly or indirectly.


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- iv. MCHS shall ensure that the student deputed to TMC shall be dressed as per the dress code of the respective MCHS.
- v. MCHS undertakes to provide all details of its Internship program students to be deputed to TMC and get their prior clearance before these students join internship under this MOU. Further MCHS shall issue a Photo Identity Card to the students which will be worn at all times by their students while carrying out their duties at TMC under this MOU.
- vi. It is further expressly clarified and agreed that in case of death or bodily injury to any such students deputed by MCHS while carrying out any of the services under this MoU, TMC shall not be liable or bound to pay any monetary compensation or otherwise be responsible in any way whatsoever.

6. Termination and Consequences of Termination

- i. This MOU may be terminated on mutual consent or by either party with at least 30 days prior written notice without assigning any reasons.
- ii. All payments due, becoming due and payable to the Parties as on the date of termination, under the terms of this MOU shall continue to be due and payable to the Parties notwithstanding the termination hereof.

7. Confidentiality

- i. Each Party shall keep secret all Confidential Information, if any, transmitted to it or made available to it by the other Party and shall not pass such Confidential Information on, wholly or partly, to third parties without express written consent of the other Party.
- ii. The Parties shall not disclose the terms of this MOU or make any announcement in respect of the subject matter thereof without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made after obtaining written permission of other party.
- iii. The Confidentiality obligations in this do not apply to disclosed information that either Party in writing can prove that:
 - I. It was known at the time of disclosure to be free of any obligation to keep it confidential, as evidenced by written records;
 - II. Became generally publicly known through authorized disclosure;



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- iii. The information was independently developed without access to or use of any confidential Information, as evidenced by written records; or
 - iv. The information was rightfully obtained from a third party who had the right to transfer or disclose it without violation of any confidentiality obligations.
- iv. Parties shall promptly notify the other if it becomes aware of the Confidential Information having been compromised and shall render all reasonable assistance in connection with any proceedings which Hospital may institute in that behalf.

8. Dispute Resolution and Governing Law

- i. In case of any difference or dispute arises between the Parties herein, the Parties shall hold mutual discussions to resolve such difference and/or dispute in an amicable manner for the best interests of both Parties. Parties shall try to resolve the difference and / or dispute within 30 days or such extended time as agreed between the Parties. In case, any difference and / or dispute could not be resolved through mutual discussion then such difference and / or dispute between the Parties shall be referred to sole arbitrator appointed by both the parties in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Bangalore. The award of the arbitration shall be final and binding between the Parties.

9. Indemnity & Limitation of Liability

- i. Indemnity: Without prejudice to the other rights under this Agreement or the applicable Law, MCSH ("Indemnifying Party") shall indemnify and hold harmless Manipal ("Indemnified Party") against all actions, suits, proceeding and claims, and liabilities, charges, expenses, costs, losses or damages of whatsoever nature brought against, suffered or incurred by the Indemnified Party by reason of any breach of the representation & warranties, terms and conditions contained in this MOU, negligence, and/or breach of the statutory rules and regulations applicable and in force, from time to time, for carrying out its services. This clause shall survive the expiration or termination of this Agreement.



- ii. To the fullest extent permitted by applicable Law neither Party nor its affiliates shall be liable for any special, indirect, consequential, or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this MOU even if either Party has been advised of the possibility of such damages.

10. Miscellaneous

i. Relationship:

- ii. No provision of this MOU shall be deemed to constitute a partnership or joint venture between the Parties.
- iii. Further, each Party shall inform its students/employees that they shall not be treated as employees of the other Party for any purpose whatsoever and that they shall not exercise any rights or seek or be entitled to any benefits accruing to the regular employees of the other Party.
- iv. No provision of this MOU shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this Agreement.

ii. Announcements

- i. MCSH shall seek prior written consent of TMC before releasing any press release or otherwise making any public statement with respect of the transactions contemplated by this MOU.
- ii. AHS nor his employees shall not at any time use or attempt to use TMC, Trade Mark/name or logo for any purpose unless specifically authorized by Manipal, in writing.

iii. Notices:

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served

- i. If delivered personally, upon receipt by the other Party;
- ii. If sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or
- iii. If sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender.


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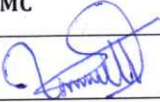


- iv. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this MOU.
- v. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

iv. Violation of Terms:

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this MOU. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation, a right for recovery of the amounts due under this Agreement and related costs and a right for damages.

IN WITNESS WHEREOF the Parties have through their respectively duly authorized representatives, executed this MOU the day, month and year first hereinabove written.

(Mangala College of Speech & Hearing)	TMC
	
By: Dr Ganapathi.P. Title: Chairman	By: Title:
Witness 1:	Witness 1:
Name: Title:	Name: Title:

Annexure

S. NO	Facilities
1	Certificate of Affiliation by RGUHS

