

Certificate No. R0L2025E10

GRN No. 131917430



Stamp Duty Paid : ₹ 101

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Deponent**

Name: Baba mastnath university Asthal bohar rohtak

H.No/Floor : 0

Sector/Ward : 0

Landmark : 0

City/Village : Asthal bohar

District : Rohtak

State : Haryana

Phone : 98\*\*\*\*\*01



Purpose : MOU to be submitted at Any office

**MEMORANDUM OF UNDERSTANDING (MoU)**

This Memorandum of Understanding (hereinafter called as 'MOU') is made and entered into on the 22<sup>nd</sup> day of May, 2025 by and between:

**Baba Mastnath University, Asthal Bohar, Rohtak, Haryana (INDIA)-124021**, represented herein by its Registrar, **Prof. (Dr.) Vinod Kumar**, hereinafter called 'BMU' or 'First Party' (which expression, unless repugnant to the subject or context shall include its successors, authorized representatives, and assigns)

AND

**Lung Care Foundation**, having its Registered Office at C-9, 9624, Pocket 9, Sector C, Vasant Kunj, New Delhi, Delhi - 110070 (hereinafter called as 'LCF' or 'Second Party'), PAN TRUSTEE No. AABTL2908D, represented herein by its Trustee and Founder, **Mr. Rajiv Khurana** (which expression, unless repugnant to the subject or context shall include its successors, authorized representatives and assigns)

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

**WHEREAS:**

- BMU is a Self Financing Private University established by enactment of the State Legislature of the Government of Haryana under Haryana Private Universities Act 2006 and recognized by the University Grants Commission, New Delhi under Section 2(f) of the UGC Act 1956 and is engaged in academics, research & development and other areas and is running educational programmes in various disciplines at undergraduate, postgraduate, and doctoral level.
- Lung Care Foundation is a Non-Profit Organization registered with Sub-Registrar IX, Delhi/New Delhi under the Indian Trusts Act, 1882 having GST Registration No. 07AABTL2908D3ZW and is engaged in patient support, advocacy, and lung disease awareness through education and research.

- C. Both Parties desire to collaborate with each other for carrying out joint activities and to provide assistance and support to each other in their respective individual activities and programmes as mutually decided by both parties from time to time.

Now therefore, both parties after mutual discussion and consent have executed and signed this MOU and settled terms and conditions of this collaboration between the parties, which are as under:

### **1. Scope and Purpose:**

**1.1** The scope and purpose of this collaboration between the parties includes the following:


- i. Both Parties may develop research projects, publish papers, seek external funding for research & development and carry out other activities jointly as mutually agreed by the parties from time to time.
- ii. Second Party will provide requisite facilitation and nominate/depute its relevant experts, resource persons etc. to deliver lectures, seminars, conduct workshops, give inputs in respect of teaching, curriculum, pedagogy, industry-interface, student training, internship, placements, skill development programmes etc. as per the requirement of the First Party from time to time.
- iii. Both parties may promote their faculty/staff participation in the symposium, seminars, conferences, workshops, conclaves etc. organized by each other to strengthen the tie-up between both the parties and may also jointly organize symposiums, seminars, conferences, workshops, conclaves and other programmes and activities and may also extend requisite support, sponsorship, resources, facilitation etc. for the events/activities conducted by either party on its own or with any third party.
- iv. Students of First Party can be allowed to undertake internships, training, field activities, live projects and/or other activities of the concerned programmes/courses at the concerned premises of the Second Party as per terms agreed by both parties for this purpose.
- v. Second Party may also conduct faculty development programmes to further update and train the faculty and staff of First Party for effective teaching as per the latest industrial requirement/professional standards. First Party to conduct for the staff of Second Party.
- vi. Second Party will actively engage/facilitate in training, placement and internships of students of First Party.
- vii. Both Parties may also undertake and engage in joint CSR, extension and other activities and may also otherwise support and facilitate each other in their operations and activities with the support of their resources with mutual consent of both the parties.
- viii. Both Parties will also promote and undertake such other activities/programs as mutually agreed from time to time.

**1.2** The general terms of co-operation between the parties shall be governed by this MOU. The Parties may decide the terms and conditions separately in respect of specific activities/projects to be undertaken under this collaboration, by agreement or other documents in writing to be signed by competent authority of both parties.

### **2. Mutual Obligations of Both Parties:**

**2.1** Both Parties shall be liable on their own to obtain all the relevant approvals, consents, permissions, NOCs, licenses etc. of whatsoever nature required for carrying out their respective obligations as per the terms specified herein and shall be responsible on their own for any default or violation of any kind in this regard in any manner by keeping the other party indemnified in all respects from and against the consequences arising in this account.

**2.2** There is no financial obligation on either party in relation to any programme/activity mentioned in this MOU, unless specifically mentioned herein. Financial obligations with regard to specific



activity/project to be undertaken, if any, will be discussed and decided separately in writing by competent authority of the both parties in this regard.

**2.3** Both parties shall be responsible on their own to bear all expenses of any/all kind whatsoever to carry out their respective obligations mentioned herein and also for payment of taxes, levies, government fees and such other costs etc. which become payable or arising as a result of or in connection with their activities/transactions under this MOU.

**2.4** Both parties may publicly inform and advertise this collaboration among their students, staff and general public via/in their prospectus, information material, website etc. or otherwise as per their respective requirement.

### **3. Indemnification and Confidentiality:**

**3.1** Each party hereby indemnifies the other party and agrees to keep the other party indemnified and hold harmless at all times for and against all kinds of losses, damages, expenses, suits, costs, liabilities including civil and criminal liabilities and police action of all kinds and other consequences etc. of whatsoever nature that may arise or occur due to any of its act or omission or violation/non-adherence to any law, bye-laws, rules, regulations, guidelines or directives etc. enforced by any Central/State Government or local administration or other concerned statutory or regulatory authority and/or breach/non-compliance of any term of this MOU at any stage also including such act or omission, breach/non-compliance etc. on the part of its staff, personnel and other concerned.

**3.2** Each party hereby agrees to not to share the information of and in relation to other party which it acquires or comes into its knowledge during this collaboration term or even otherwise in any form and manner, with any third party and/or to use for any purpose other than for which such information is provided by the other party and/or as required for carrying out its obligations under this MOU or otherwise if required to disclose in discharge as its obligation under any law/statutes or towards its concerned statutory/regulatory authority.

**3.3** Further, either party shall also not use any information, data etc. of other party at any stage in any manner and for any purpose prejudicial to the interest of the other party. The provisions contained in this Clause 3 shall also survive the expiry/termination/non-continuation of this MOU.

### **4. Intellectual Property Rights:**

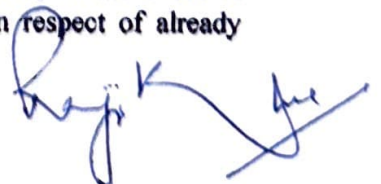
**4.1** Anything contained herein or otherwise shall not be construed to create in either party any right, title, interest or license etc. in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights, and designs) of the other Party in any manner.

**4.2** The intellectual property rights in respect of jointly carried out research, product development, publications etc. shall be decided by both parties separately in writing.

### **5. Commencement, Validity, Renewal, Termination and Amendment:**

**5.1** This MOU shall come into force on the date of its execution as written above and shall remain in effective for 5 years or until it is expressly terminated by either Party with mutual consent and during that validity period, both parties will take effective steps for implementation of this MOU. Any act on the part of either party after termination of this MOU including any communication, correspondence etc., shall not be construed as an extension of this MOU unless agreed in writing by both parties.

**5.2** Either Party may terminate this MOU upon 30 calendar days' notice to the other party in writing. In the event of material breach of terms of this MOU by either party, the other party may terminate this MOU forthwith by giving notice to the other party for the same. However, in the event of termination in any manner, both parties have to discharge their obligations in respect of already



initiated or ongoing programmes/activities in relation to this MOU unless otherwise mutually agreed by both parties.

5.3 Amendments to this MOU may be made by mutual consent of both parties by addendum or exchange of letters signed by both the parties for that purpose.

## 6. Relationship Between the Parties:

6.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent parties, and anything contained herein or otherwise shall not be construed to create a partnership, joint venture, employment or agency relationship, principal-agent relationship, franchisor-franchisee relationship or such like other relationship between the parties hereto.

6.2 Neither Party is authorized to use the other Party's name in any way or to make any representation or create/assume any obligation or liability, expressed or implied, for or on behalf of the other Party, without the prior written consent of the other Party.

6.3 Neither Party shall have, nor shall represent itself as having, any authority under the terms of this MOU to make agreements, commitments, representations or take liability of any kind at any stage in any manner in the name of or binding upon the other Party.

## 7. Coordinators:

7.1 Each party agrees to appoint an overall coordinator for the administration of this MOU that will serve as the contact person of the concerned party subject to the discretion of the concerned party. These coordinators will ensure smooth flow of communication and would be responsible to ensure the effective implementation of this MOU.

7.2 Contact details of the presently designated co-ordinators are given hereunder:

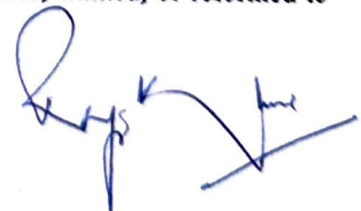
<b>Baba Mastnath University, Rohtak</b>	<b>Lung Care Foundation</b>
Name: Dr. Abhishek Sharma	Name: Rajiv Khurana
Designation: Asstt. Professor	Designation: Trustee and Founder
Email:	Email: rajiv@lcf.org.in
Mobile No: 8059223222	Mobile No: 9810211256
Address: Deptt. of Mgt. and Comm., Faculty of Mgt. and Commerce BMU, Asthal Bohar, Rohtak	Address: C-9, 9624, Pocket, Sector C Vasant Kunj, Delhi

## 8. Non-Exclusivity

8.1 This MOU or any communication made at any time with regard to this collaboration does not confer to the Second Party any exclusive right. The First Party reserves the right at all times to make similar or other arrangements with other institutions, organizations, individual(s), etc., of any kind and at any stage, at its sole discretion and in any manner.

## 9. Severability

9.1 In the event that any clause of this MOU becomes invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of the remaining provisions. The provision deemed unenforceable shall be reduced, limited, or reformed to the extent necessary to be enforceable.



**10. No Waiver**

10.1 The failure of either Party to insist upon strict adherence to any term or condition of this MOU on any occasion shall not be considered a waiver of that Party's rights, nor shall it prevent that Party from insisting upon strict adherence to the term or any other term in the future.

**11. Assignment**

11.1 Neither Party shall assign or transfer any of its obligations, rights, or interests under this MOU to any third party without the prior written consent of the other Party.

**12. Overriding Effect**

12.1 This MOU supersedes all prior discussions, communications, correspondences, or understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

**13. Counterpart**

13.1 This MOU is executed in two original counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument having equal legal effect.

**14. Dispute Settlement**

14.1 In the event of any unforeseen issues or matters not covered under this MOU, or any disagreement concerning its interpretation or execution, the Parties agree to resolve such issues amicably through mutual discussion.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU by their duly authorized representatives as of the date first written above.

**For Baba Mastnath University  
First Party**



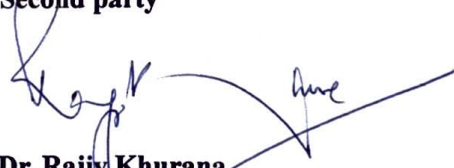
**Dr. Vinod Kumar  
Registrar, Baba Mastnath University,  
Asthhal Bohar, Rohtak**

Registrar,  
Baba Mastnath University  
Asthhal Bohar, Rohtak (Haryana)


**Witness-1** 

**Capt. (Dr.) Viveender Singh  
22/05/2025**

**For Lungs Care Foundation  
Second party**



**Dr. Rajiv Khurana  
Trustee and Founder**

**Witness-2**   
**ANSUMIT BANGERZA  
22/05/25**