



MEMORANDUM OF UNDERSTANDING

This MoU is made at Delhi, on 13th March 2023 day of March, 2023.

BETWEEN

Medicoll Learning Private Limited (CIN U80900up2022ptc173834) having Its Registered Office At A-33, G/F, Sector 2, Noida, Gautam Buddha Nagar, Noida Gautam Buddha Nagar UP 201301, through its Director/Authorized Representative Mr. Siddharth Goyal duly authorized vide Board Resolution dated NIL, which expression shall unless repugnant to the meaning or context here of, be deemed to include its. Executors, administrators, agents and permitted assigns, (hereinafter referred to as "MLPL" or the "First Party").

AND

DCDC Kidney Care having its office at C-185, First Floor, Mayapuri Industrial Area Phase 11, Mayapuri, 110064, through its authorized Director/ representative, Ms. Suruchi Garg, HR Head (hereinafter referred to as "**DCDC**" or the "**SECOND PARTY**"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its, successors and permitted assignees) of the Second Part;

WHEREAS "First PARTY " a company registered under the Companies Act, 2013 and engaged in the field of medical education having its trade name "**MediColl Learning Private Limited**".

WHEREAS "Second Party" is a medical practitioner, who works as Clinical Trainer for the Fellowship in Internal Medicine Program and to coordinate the clinical training/ contact program at DCDC Kidney Care Hospital, New Delhi.

WHEREAS both "**MediColl Learning Private Limited**" and "**DCDC Kidney CARE**", reckoning their complementing strengths and capabilities for educational and training of the Student of the First Party, mutually agree to join hands and work together for fulfillment of their respective obligations on the terms and conditions described hereinafter

1. OBJECTIVE OF THE "MoU":

The very objective of this "MoU" is to pool the respective strengths, resources, expertise and goodwill of both the parties to the "AGREEMENT".

2. PURPOSE OF THE PROGRAMME:

To train the students of the Second Party for the Fellowship in Critical Care/in Clinical Cardiology/In Internal Medicine etc.(program name).

3. TERM OF AGREEMENT

Siddharth Goyal

Each Party undertakes to carry out this MoU in good faith and to respect the spirit as well as the letter of its provisions.

(c) **NON WAIVER**

Failure of any Party hereto to insist upon the strict and consistent performance of any provision hereof shall not constitute waiver of, or estoppels against, asserting the right to require such performance, nor should a waiver or estoppels in one case constitute a waiver or estoppels with respect to a later breach whether of similar nature or otherwise.

(d) **DISCLAIMER OF AGENCY**

This MoU shall not be deemed to constitute any Party hereto the agent or partner of the other Party and nothing in this MoU or in the performance by the parties of their obligations/responsibilities shall be construed so as to create any partnership or association of persons.

(e) **ASSIGNABILITY**

This MoU and each and every covenant, term and condition hereof shall be binding upon and incur to the benefit of the Parties hereto and their respective successors and legal assigns, but neither this MoU nor any rights or obligations hereunder shall be assignable directly or indirectly by any Party hereto without the prior written consent of the other Parties, provided that before this MoU is so assigned the assignee, shall execute an MoU to be bound by this MoU in the same manner as the assignor.

(f) **SEVERABILITY**

In the event that any of the provisions or portions of this MoU are held to be unenforceable or invalid by any duly constituted arbitral panel or Court of competent jurisdiction, the Parties shall negotiate an equitable adjustment in the provisions of this MoU with a view toward effecting the purpose of this MoU, and the validity and enforceability of the remaining provisions or portions shall not be affected thereby.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have set their hands on the day and year first above written.

Signed and delivered for and behalf of Medicoll Learning Private Limited: <i>Siddharth</i> Signature: Name: Designation: Date:	Signed and delivered for and behalf of <u>DCDC Kidney Care</u> <i>Suruchi</i> Signature: Name: SURUCHI GARG Designation: HEAD - HR Date: 13/mar/2023
In the presence of: Witness <i>Siddharth</i> Signature: Name: Jayant Singh Kainth S/o 13/ March / 2023.	In the presence of: Witness <i>Dr. Bharati</i> Signature: Name: DR. BHARATI S/o 13/mar/2023.