



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (the "MoU") is entered into on 24<sup>th</sup> April, 2024, by and between:

Mangalmay Institute of Management & Technology, hereinafter known as "Mangalmay", located at 8 and 9, Knowledge Park II, Greater Noida, Uttar Pradesh 201310, represented by Mr. Aayush Mangal Vice Chairman MGI, email: [aayushmangal@mangalmay.org](mailto:aayushmangal@mangalmay.org)

AND

M/s Netherlands India Communications Enterprises Limited, hereinafter known as "NICE" with its registered office at Mez & 1<sup>st</sup> Floor, A83, Okhla Industrial Area, Okhla Phase II, New Delhi -110020 represented by its Director Mr. Rohit Kumar, email: [rohit@gtiinfotel.com](mailto:rohit@gtiinfotel.com).

Individually referred to as "Party" & Collectively referred to as "Parties"

WHEREAS, Mangalmay is a renowned Educational Institute in Greater Noida providing unparalleled education services in the fields Management & Technology

WHEREAS, NICE is a twenty years old organization involved in Healthcare, Telecom & IT that has been providing Healthcare services in all aspects of wellness & illness including Telemedicine, Skilled Nursing Facility and Medical Tourism to end clients, corporates, institutions and much more.

WHEREAS, NICE TELEMED is an advance voice based healthcare platform where the user can access the healthcare services on phone without the need to go to any App or software. The services include access to healthcare executive, Physicians, Specialist Consultations\*, Psychologist, Radiologists, Pathologists, and Pharmacy.

WHEREAS, the Parties have been discussing the possibility of working together where Mangalmay Institute of Management & Technology will collaborate with NICE in its Telemedicine services and cater to various institutes and their students and staff on the terms & conditions mentioned herewith. It may also promote its services directly to end customers and/or Neighbourhoods/societies. Schools, Institutes, neighbourhood, societies, customers, etc. are hereinafter referred to as INSTITUTE).

NOWHEREFORE, the Parties have had several meetings & discussions and have agreed to the following Understanding:

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Netherlands India Communication Enterprises Ltd. (NICE) A83 Okhla Phase II, N. Delh 110020 India +91-7300553466  
NICE Bangladesh +880-1713369002

1. The MANGALMAY wishes to collaborate with NICE with its Telemedicine services along with other facilities as laid out in this MOU.
2. NICE will be responsible for the following:
  - 2.1. Manage, operate & promote its Telemedicine Services to the students & staff of the INSTITUTE
  - 2.2. Provide a local number where the students and/or staff can reach the Healthcare Executive, Physician, as well as Specialist Consultation\*.
  - 2.3. Provide a Universal Health ID (UHID) to the students & the staff that will be used to provide all future health services.
  - 2.4. Maintain a Digital Health Record of all the students & staff till the time they are enrolled in the INSTITUTE or the duration of the contract whichever is earlier.
  - 2.5. The services to include access to Physicians, Specialist Consultations\* & Psychologist. Furthermore it will also provide Pathologists, Pharmacy & Nursing Staff as per the requirement.
  - 2.6. Provide the best prices possible on various healthcare services to INSTITUTE
  - 2.7. Deliver medication at INSTITUTE and arrange for Path tests at INSTITUTE as required.
  - 2.8. Provide basic OTC medication for INSTITUTE's infirmary (if any) and take orders for delivery of any other medication as required.
  - 2.9. Conduct "Health Camp" in the INSTITUTE (where applicable) based on the package agreed to by the INSTITUTE. The camp will include:
    - 2.9.1. Visit of Physicians, Psychologists and Healthcare Executive to interact with the students & Staff of MANGALMAY.
    - 2.9.2. Interaction with the Student & staff as well as their parents/family members to address any area of concern.
    - 2.9.3. Setup & Manage the INSTITUTE's healthcare infirmary
  - 2.10. Provide Telemedicine services to MANGALMAY as an OEM where it will be promoted solely.
  - 2.11. Provide Insurance to the Students and/or staff.
  - 2.12. Other mutually agreed-upon telemedicine services
3. MANGALMAY will be responsible for the following:
  - 3.1. Enrol MANGALMAY University as one of the INSTITUTES where NICE will provide the services.
  - 3.2. Promote NICE's Mental Health, Telemedicine, Infirmary & Insurance services to its students & staff.
4. MANGALMAY & NICE will be jointly responsible for the following:
  - 4.1. Jointly approve the social & print media contents/logos/etc.

- 4.2. Parties will promote each other services on mutually exclusive basis in the Gautam Buddha District for the duration of the contract
- 4.3. Decide the terms of engagement of INSTITUTE that NICE will charge from time to time.
- 4.4. Decide the terms of engagement between MANGALMAY & NICE.
5. **DURATION AND TERMINATION:** This MoU shall commence on the date mentioned on the agreement and continue for one year from the date of commencement unless terminated earlier by mutual agreement or for cause. Either party may terminate this MoU by providing a written notice of 1 Month in the event of a material breach by the other party.
6. **CONFIDENTIALITY AND DATA PROTECTION:** The Parties agree to maintain the confidentiality of the terms of this agreement and comply with applicable data protection laws. Any proprietary information such as, but not limited to relating to business operations, services, technology, software, among others, that one party may acquire from the other party through performance and within the effectivity of this Agreement which is not considered public knowledge shall be recognized as Confidential Information. One party shall not in any way disclose the Confidential Information without the prior written consent of the other party. In case of uncertainty whether such information is considered confidential, it shall always be presumed confidential for the benefit and protection of the Parties. Both parties shall maintain the confidentiality and security of patient information in accordance with applicable laws and industry standards. Any exchange of patient data between the parties must be done securely and in compliance with privacy regulations.
7. **INTELLECTUAL PROPERTY RIGHTS:** The parties acknowledge and agree that NICE may use pre-existing proprietary computer software, methodology, techniques, software libraries, tools, algorithms, materials, products, ideas, skills, designs, know-how or other intellectual property owned by NICE or its licensors, and NICE may also create additional intellectual property based thereon in the performance of the Services. MANGALMAY agrees that any and all proprietary rights to the NICE Intellectual Property, as it existed as of the date hereof and as it may be modified or created in the course of providing the Services, including patent, copyright, trademark, and trade secret rights, to the extent they are available, are the sole and exclusive property of NICE, free from any claim or retention of rights thereto on the part of Customer, and Customer hereby assigns to Service Provider any rights it may have in any of the foregoing.
8. **GOVERNING LAWS AND DISPUTE RESOLUTION:** This Agreement shall be governed by the laws of India and the jurisdiction will be New Delhi. Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the Arbitration Act 2015.

9. MISCELLANEOUS PROVISIONS: Any amendments to this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

10. FORCE MAJEURE: No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following **force majeure** events ("**Force Majeure Event(s)**") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

11. SIGNATURES: This MoU shall be binding upon the Parties upon the signatures of their authorized representatives.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first above written.

**FOR MANGALMAY INSTITUTE OF  
MANAGEMENT & TECHNOLOGY**



[Authorized Signature]

Name: Mr Aayush Mangal

Title: Vice Chairman MGI

Date: 06 May 2024

**FOR NICE LIMITED**



[Authorized Signature]

Name: Rohit Kumar

Title: Director

Date: 06 May 2024