



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : af6501cee6f1421e2e17

Receipt Date : 30-Jun-2022 10:56:20 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

Stamp Duty Paid By : ARKA JAIN UNIVERSITY JHARKHAND

Purpose of stamp duty paid : Memorandum Of Understanding

First Party Name : ARKA JAIN UNIVERSITY JHARKHAND

Second Party Name : C L GUPTA EYE INSTITUTE

GRN Number : 2211925266



This stamp paper can be verified in the jharnibandhan site through receipt number :-



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Signed Put L.T.I.
in my presence

Registrar

ARKA JAIN University Jharkhand

Advocate

Date:



**ARKA JAIN
University**
Jharkhand (Jamshedpur)



**CL GUPTA
EYE INSTITUTE**

MEMORANDUM OF UNDERSTANDING

Between

ARKA JAIN UNIVERSITY, JHARKHAND

And

C L GUPTA EYE INSTITUTE

Ram Ganga Vihar Phase II (Extn.), Moradabad, Uttar
Pradesh 244001

Registrar


ARKA JAIN University Jharkhand



Signed Put L.T.W
in my presence


Advocate
Date:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as the "Agreement") is entered into and executed at ARKA JAIN UNIVERSITY, JAMSHEDPUR, on 06/08/22 (hereinafter referred to as the "Effective Date") by and between: -

"ARKA JAIN University, Jharkhand" is a private university established by the Jharkhand State Legislature under "THE ARKA JAIN University Act, 2017". The University is government recognized university with the right to confer degree as per the section 2(f) and 22 (1) of the UGC Act, 1956 having its corporate office at D-28, Danish Arcade, Opp. Asian Inn Hotel Dhatkidih, Jamshedpur-831001 and campus at Mohanpur, Opp. Kerala Public School, Gamharia, Dist – Seraikela Kharsawan, Jharkhand -832108, represented by its Registrar, Mr. Jasbir Singh Dhanjal, (herein after referred to as the "ARKA JAIN University" or the "FIRST PARTY" which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

AND

"C L Gupta Eye Institute" Ram Ganga Vihar Phase II (Extn.), Moradabad, Uttar Pradesh 244001 represented by **Dr Pradeep Agarwal, Director**; or the "SECOND PARTY" for the purpose of undertaking collaborative activities.

ARKA JAIN University, Jharkhand and "C L Gupta Eye Institute" are herein after jointly referred to as the "Parties" and individually as the "Party".



WHEREAS:

I. ARKA JAIN University was established in February 2017 by the JHARKHAND State Legislature under "The ARKA JAIN University Act". The University is a government-recognized university with the right to confer degrees as per the sections

Registrar
ARKA JAIN University Jharkhand
Signed Put L.T.I.
in my presence
Advocate
Date: 06/08/22

2(f) and 22(l) of the UGC Act, 1956. The sprawling campus of the University is situated at Gamharia, Dist: Seraikela - Kharsawan, 13 km from steel city Jamshedpur. The University offers multi-disciplinary programs, all of which are designed to be industry - relevant. The University runs Bachelor in Optometry since 2018 and has a well facilitated lab.

C L Gupta Eye Institute, a unit of C.L. Gupta Charitable Foundation is a Tertiary Eye Care Centre equipped with state of the art diagnostic and surgical equipment, specializing in treating various eye problems. The main aim of the institute is to provide the same quality of treatment and patient care to all sections of society irrespective of their socio-economic status, established since 2009.


- II. The Parties have appreciated each other's objectives in imparting knowledge and skills required to the students of Optometry 4th year for their Academic, Research and Training purpose and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MOU) and commit to co-operate to the fullest extent by mutual understanding.
- III. This MOU is subject to the approval of the respective Statutory Authorities of the parties hereto and subject to changes as may be desired.
- IV. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MOU.
- V. The development and implementation of specific forms of cooperation based on this MOU will be separately established/ decided between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

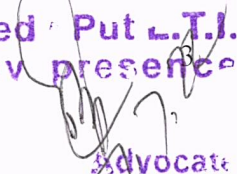
NOW THE MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

- VI. Both the Parties have hereto be identified the following areas where they agree to mutually cooperate to the fullest extent:

- a. Both parties will support the final year Optometry students to complete one research project in their 4th year.
- b. Second party will take selected students of Optometry for Internship training every year with necessary facilities as agreed mutually by the parties.
- c. Absorption / Employment for the students those who have completed the course will be purely on the discrimination/ interview of both the parties and as per their requirement depending upon the level of course.



Registrar

ARKA JAIN University Jharkhand

Signed Put L.T.I.
in my presence

Advocate
Date:

VII. Non -Binding Nature of the MOU

Nothing in this MOU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MOU. The acts performed and action taken by either party that do not fall under the MOU shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained. Also, the MOU does not restrain or preclude parties from entering into similar MOUs with any other organization during currency or the extended currency of this MOU.

VIII. Terms and Termination of the MOU

The MOU shall come into force immediately upon its signing by the parties. The MOU will be in force for an initial period of five (5) years. MOU may be extended further on the mutually agreed terms. "ARKA JAIN University" or "C L Gupta Eye Institute" shall not have any right to claim extension or renewal of contract.

- a. This MOU may be terminated by mutual consent of the parties before the aforesaid term of five (5) years.
- b. This MOU can also be terminated by either of the parties by giving advance notice of one (1) month period without jeopardizing the ongoing collaborative undertakings.

The implementation and/or continuance of programs or project established pursuant to this MOU prior to the effective date of termination shall not be affected by the termination of this MOU.

IX. Amendments

No change, alteration or modification of this MOU shall be valid, unless in writing and signed by both the Parties hereto.

X. Severability

If any provision of this MOU is held invalid, unenforceable or illegal for any reason,



Registrar
ARKA JAIN University Jharkh
Signed Put L.I.
in my presence
Advocate
Date: ..

this MOU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

XI. Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

XII. Confidentiality

Both Parties agree to treat the contents of this MOU and any valuable information provided, developed, found or acquired in the process or performance of this MOU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

For purposes of this MOU, "Confidential Information" includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Provided that upon the expiration, cancellation, or termination of this MOU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

XIII. Governing Law

The MOU shall be interpreted in accordance with and governed by the applicable laws in India.

XIV. Dispute Resolution

It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity



Registrar
ARKA JAIN University Jharkhand

Signed Put L.T.I.
in my presence
Advocate
Date:

or nullity including without limitation the scope of any Clause or effect of this MOU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall settled through mutual consultations and agreements.

XV. Points of Contacts

For managing the activities under this Understanding, the Contact Persons responsible at either party are as follows, including their contact and location details:

For Party II	For ARKA JAIN University , Jharkhand
Name: Dr Pradeep Agarwal	Name : Mr Sarbojeet Goswami
Designation: Director	Designation : Program Coordinator, Assistant Professor, Dept. of Optometry (SOHAS)
Address: Ram Ganga Vihar Phase II (Extn.), Moradabad, Uttar Pradesh 244001	Address :ARKA JAIN University Campus , Opp. To Kerala Public School ,Mohanpur , Gamharia Dist. SeraikelaKharsawan,Jharkhand -832108
E-mail id- help@clgei.org	Email ID: sarbojeet.g@arkajainuniversity.ac.in
Tel. +91 591 2477800	Tel :
Mobile: 9078041243	Mobiie: 9123444651

XVI. Signed in Duplicate

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

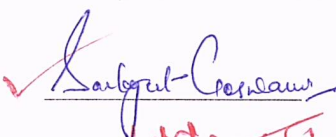
By signing below, the Parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

Signed on Behalf of
ARKA JAIN University, Jharkhand

Registrar

ARKA JAIN University Jharkhand
Mr. Jasbir Singh Dhanjal
Registrar
ARKA JAIN University, Jharkhand

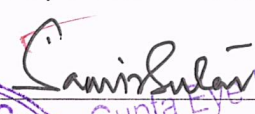
In the presence of witness as under:


PRAMOD KUMAR BHAGAT
NOTARY PUBLIC
East Singhbhum, Reg.No.2842 (J)
Govt. of Jharkhand, JSR.(INDIA)

Signed on Behalf of
C L Gupta Eye Institute


Dr Pradeep Agarwal
C L Gupta Eye Institute
Ram Ganga Vihar, Phase-2 (Extn.)
Moradabad-244001

In the presence of witness as under:


Sanjay Kumar
Gupta Eye Institute
Ram Ganga Vihar, Phase-2 (Extn.)
Moradabad-244001
Signed Put L.T.I in my presence
Advocate
Date: