



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL



Receipt Number : 8fb997c05be33670c623

Receipt Date : 26-Apr-2024 06:14:31 pm

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

29 APR 2024

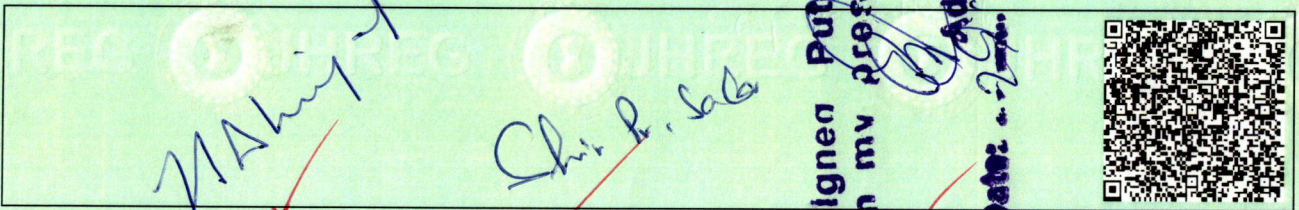
Purpose of stamp duty paid : Memorandum Of Understanding

First Party Name : ARKA JAIN UNIVERSITY JHARKHAND

Second Party Name : TRILOCHAN NETRALAYA JAMADARPALI
SAMBALPUR ODISHA

GRN Number : 2401818456

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

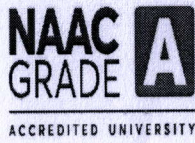


This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

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।



**ARKA JAIN
University**
Jharkhand



tn
Trilochan
Netralaya

MEMORANDUM OF UNDERSTANDING

Between

ARKA JAIN UNIVERSITY, JHARKHAND

And

Trilochan Netralaya

Jamadarpali, Sambalpur, Odisha 768200

✓ *M. Shrivastava*

✓ *Chir Pr. Saha*



29 APR 2024

Signed Put L.L.
in my presence

[Signature]
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 and, Trilochan Netralaya onApril 2024 (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 Joint 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

Trilochan Netralaya

Jamadarpali, Sambalpur, Odisha 768200

Represented by **Dr Shiva Prasad Sahoo, Founder Director, Trilochan Netralaya Sambalpur;** or the "SECOND PARTY" for the purpose of undertaking collaborative activities.

ARKA JAIN University, Jharkhand and Trilochan Netralaya

Jamadarpali, Sambalpur are herein after jointly referred to as the "Parties" and individually as the "Party".



29 APR 2024

✓ *M. Singh*

✓ *Shiv Pr. Sahoo*

Signed Put L.1
in my presence

Date: _____

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 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.

II. Trilochan Netralaya- A Unit of Vision India Foundation, established in the year of 2008 at Sambalpur, is a tertiary eye hospital equipped with all ophthalmic facilities and one of the leading eye hospital with tremendous outreach eye care in Western Odisha.

III. 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.

IV. This MOU is subject to the approval of the respective Statutory Authorities of the parties hereto and subject to changes as may be desired.

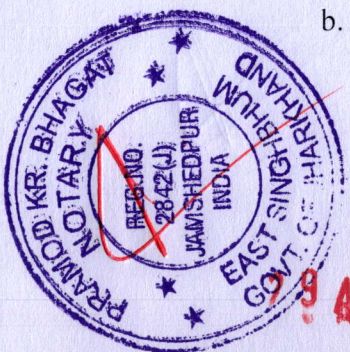
V. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MOU.

VI. 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:

VII. Both the Parties have here to be identified the following areas where they agree to mutually cooperate to the fullest extent:

- a. The first party will send students of B.Optomety [2nd year onwards] for vocational training (15days to 1 month) during semester breaks.
- b. The first party will also send the students of Bachelor of Optometry (3rd year onwards) for Internship to the eye hospitals associated with second party from June/July (every session for 12 months).



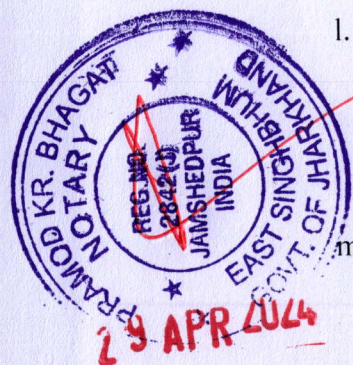
9 APR 2024

✓ M Shingf
✓ Chir P. Saha

Signed Put L.I. in my presence

Date: _____
Advocate

- c. Final year Internship will be decided by first party & Students freely.
- d. The first party or the students of the first party will pay the required Vocational training fee and the Internship training fee to the second party before the training program.
- e. The Vocational training fee is Rs 5000/- per student/month with boarding and lodging and Internship fee is Rs 40,000/- (Indian Rupees Forty thousand only) without boarding and lodging for the academic year 2024-25.
- f. The Vocational and Internship fee will be revised in every academic year by the second party with a mutual understanding with the first party.
- g. After completion of the Vocational training/Internship, the second party will provide a completion certificate to each candidate individually.
- h. Students will not receive any stipend during Vocational training or Internship.
- i. Posting during Internship/Vocational training will be as per the second party guideline (like OPD, OT, Ward, Dispensing or Community Refraction Camps) and students are not allowed to change/modify/deny their postings.
- j. The second party will be allowed to have interaction with the batch for technical and skill development programs or events as an activity.
- k. 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.
- l. Students during Internship are not allowed to involve themselves into some unexpected incidents like mass strike, Dharanas, fight, theft, accidents and eloping. Strong action will be taken against such candidates if found guilty according to the decision of the management of the second party.
- m. Students during training should adhere to the basic discipline like dress code, clean shave, no consumption of tobacco/alcohol/smoking.



VIII. 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.

✓ Mahi

✓ Shri. P. Saha

Signed Put & I, I
In my presence

Date: _____

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.

IX. 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 Trilochan Netralaya ,Jamadarparali, Sambalpur 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.
- c. 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.

X. Amendments

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

XI. Severability

If any provision of this MOU is held invalid, unenforceable or illegal for any reason, this MOU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

XII. 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.

XIII. 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 MOU to any third party without the prior consent of the other Party unless such



29 APR 2024

✓ M. Singh
✓ Ch. P. Saha

Signed Put L.I.
in my presence

Date: _____
Advocate

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

XIV. Governing Law

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

XV. 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 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.

XVI. 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:



29 APR 2024

✓ M. Shrivastava
✓ Ch. Pr. Saha

Signed Put L.L.
In my presence

Date: _____

For Party II	For ARKA JAIN University , Jharkhand
Name: Mr Jitendra Sahoo	Name : Mr Sarbojeet Goswami
Designation: Principal, School of Optometry,	Designation : Program Coordinator, Assistant Professor, Dept. of Optometry (SOHAS)
Address: Trilochan Netralaya, Jamadarpali, Sambalpur, Odisha 768200	Address : ARKA JAIN University Campus , Opp. To Kerala Public School ,Mohanpur , Gamharia Dist. SeraikelaKharsawan,Jharkhand -832108
E-mail id: jitendra@trilochan.org	Email ID: sarbojeet.g@arkajainuniversity.ac.in
Tel.	Tel :
Mobile: 9937314464	Mobile: 9123444651

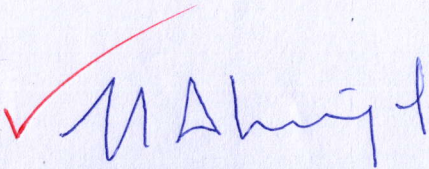
XVII. Signed in Duplicate

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

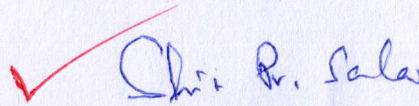
By signing below, the Parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

Signed on Behalf of
ARKA JAIN University, Jharkhand

Signed on Behalf of
Trilochan Netralaya, Jamadarpali,
Sambalpur-768200



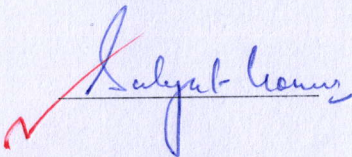
Mr. Jasbir Singh Dhanjal
Joint Registrar
ARKA JAIN University, Jharkhand

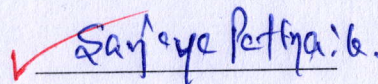


Dr Shiva Prasad Sahoo
Founder Director,
Trilochan Netralaya, Sambalpur.Odisha

In the presence of witness as under:

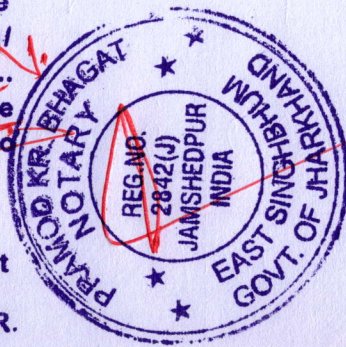
In the presence of witness as under:



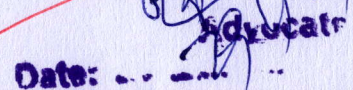


Attested the Signature of the
Executant/Executants Signed/
Put L.T.I. In my Presence of Sri.....
..... Advocate
District Court Jamshepur and also
Identified by him.

29 APR 2024
Pramod Kr. Bhagat
NOTARY
E. Singhbhum, JSR.



Signed Put L.I.
In my presence


Advocate
Date:

29 APR 2024