



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 87d79f4114e006d13666

Receipt Date : 10-Aug-2024 06:52:39 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

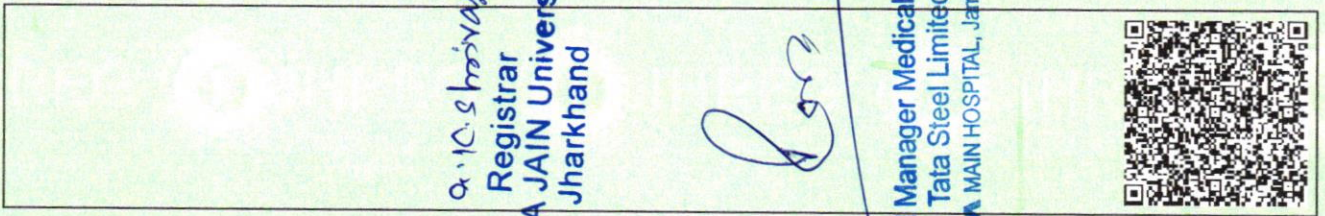
Purpose of stamp duty paid : MOU

First Party Name : ARKA JAIN UNIVERSITY JHARKHAND

Second Party Name : TATA STEEL LIMITED

GRN Number : 2403602262

-: This stamp paper can be verified in the [jarnibandhan site](https://jarnibandhan.gov.in) 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 फोटोकॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



## MEMORANDUM OF UNDERSTANDING


Between

ARKA JAIN University, JHARKHAND

And

TATA STEEL LIMITED

*a.c. shrivastav*  
Registrar  
ARKA JAIN University  
Jharkhand

  
General Manager Medical Services  
Tata Steel Limited  
TATA MAIN HOSPITAL, Jamshedpur

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by between the ARKA JAIN University Jharkhand and TATA STEEL LIMITED is entered into and executed on date **30th August 2024** (hereinafter referred to as the "Effective Date") by and between: -

**"ARKA JAIN University, Jharkhand"**, a private university established by the Jharkhand State Legislature under "THE ARKA JAIN University Act, 2017" 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, **Dr. Amit Kumar Shrivastav** hereinafter referred to as the **"FIRST PARTY"** or **"AJU"** which expression shall include its successors and assigns.

AND

**Tata Steel Limited**, a company existing under the Companies Act, 2013 having its registered Office at Bombay House, 24 Homi Moody Street, Fort Mumbai, 400001 and running its hospital in the name of **TATA MAIN HOSPITAL TINPLATE Multispecialty, Jamshedpur** Address Golmuri Works, PO Golmuri, Jamshedpur – 831003, represented by its General Manager Medical Services **Air Vice Marshal (Dr.) Sudhir Rai ( Retd.)** hereinafter referred to as the **"SECOND PARTY"** or **"TATA MAIN HOSPITAL TINPLATE"** which expression shall include its successors and assigns

**AJU** and **TMH TINPLATE** are hereinafter jointly referred to as the "Parties" and individually as the "Party".

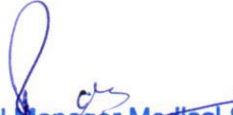
  
Registrar  
ARKA JAIN University  
Jharkhand

  
General Manager Medical Services  
Tata Steel Limited  
**TATA** MAIN HOSPITAL, Jamshedpur

**WHEREAS:**

- I. **AJU** is one of the leading Universities in the East India Region and the first private University in the entire Kolhan Region. Today, AJU is a NAAC A grade institution. The University is part of the prestigious JGI Group Bengaluru and mentored by JAIN (Deemed-to-Be-University), Bengaluru, a NAAC A++ and NIRF Top-100 HEI. AJU is an ISO 21001:2018 Certified "Educational Organization Management System" University. AJU runs various courses, including nursing through its School of Nursing has NOC from the Government of Jharkhand and is approved by, the Indian Nursing Council (INC) New Delhi and The Jharkhand Nurses Registration Council (JNRC).
- II. **TATA MAIN HOSPITAL TINPLATE** Address Golmuri Works, PO Golmuri, Jamshedpur – 831003 **A Multispecialty hospital** with equipped state-of-the-art infrastructure at Jamshedpur, a 110-bed hospital. Tinplate Hospital is Jamshedpur's premier healthcare facility providing since 80 years and has been accredited by NABH, ISO 9001:2015 certified and NABH nursing excellence certified. Join us for an exciting and rewarding career. specializations are:
- Anaesthesiology
  - Paediatrics
  - Dentistry
  - Pathology Lab
  - Dermatology
  - Psychiatrist
  - ENT
  - Pathology
  - General Medicine
  - Gynaecology & Obstetrics
  - Orthopaedics
- III. Parties have appreciated each other's objectives in promoting Excellence internalizing common areas of interest, imparting knowledge and skills required to operate in the area of Academics, Research and Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MoU) for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.

  
**Registrar**  
**ARKA JAIN University**  
**Jharkhand**

  
**General Manager Medical Services**  
**Tata Steel Limited**  
**TATA MAIN HOSPITAL, Jamshedpur**

**NOW THE MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:**

- I. Both the Parties have here to be identified the following areas where they agree to mutually fully cooperate:

**A. COMMUNICATION:**

AJU shall be responsible for assigning the number of Nursing students and instructors, planning of schedule of Nursing student's assignments, clinical duties including providing other details, to the Second Party for clinical fieldwork experience. The parties shall mutually agree for the days and hours for clinical fieldwork experience to the Nursing Students of AJU, as per the regulatory body. AJU will maintain and retain all records and reports of each student's clinical field work experience under this MOU and shall make these records available to the Second Party upon request. Parties shall endeavour to maintain a good rapport for coordinating, scheduling of academic and clinical fieldwork experience.

**B. ACCESS FACILITY COLLOCATION:**

Nursing Students of AJU assigned under this MOU will have limited rights to access facilities like treatment procedures, and assist in different medical procedures under the supervision of the Clinical Instructor of the School of Nursing, AJU. The Second party will take selected Nursing students and Internship training every year with necessary facilities as agreed mutually by the Parties. AJU shall ensure that such students shall observe and follow all the protocols, operating procedures, and instructions of the Second Party. As per the discretion of the Second Party, pre-planned observational visits, field visits and educational visits can be granted for both Students and the staff of AJU. The Second Party may also extend help and cooperation in developing the Curriculum of Continuing Education Programs on such terms as may be mutually agreed to, including Joint Meetings of Curriculum Development Committees/bodies.

AJU also understand and agree, that AJU shall be solely responsible for the conduct of any its student assigned to the Second Party and indemnify and hold harmless the Second Party for acts, omissions or commission of the students assigned to Second Party, under this MOU.

  
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### C. RESEARCH COLLABORATION:

Both parties may agree, collaborate, and cooperate wherever possible to allow joint research which is mutually beneficial by providing relevant materials and use of equipment required for research and to extent the information and invitation to the academic and non-academic staff to participate in scientific meetings, symposium, workshops, seminars, conferences, Continuing Nursing Education, Virtual exchange of classes, scientific events and research clinical care Health Education with the clinical staff of **Second Party with AJU.**

### D. FACULTY DEVELOPMENT PROGRAMS

The program aims to improve the Nursing faculty's pedagogical and other skills and familiarise them with the current healthcare scenario like diseases, their prevention, treatment and promotion of health. These programs help the teachers in updating them with the Nursing student's expectations, the Institution's expectations and proper penetration in imparting relevant areas of specialization. It allows the AJU and the Second Party to remain innovative in their teaching and assessment methods.

### E. 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 actions taken by either party that do not fall under the MoU shall have a 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. Notwithstanding anything contained herein, the provisions contained in Clause K,L, M, O & P shall be binding from the date of execution of this MOU.

  
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#### F. 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 two 2 years. MoU may be extended further on the mutually agreed terms on such terms and conditions as may be mutually agreed between the Parties.

- a. This MoU may be terminated by mutual consent of the parties before the aforesaid term.
- b. This MoU can also be terminated by either of the parties by giving advance notice of one (1) month period. .
- c. Unless otherwise mutually agreed between the Parties, the implementation and/or continuance of programmes or project established pursuant to this MoU prior to the effective date of termination shall also stand terminated by the termination of this MoU. However, the training programs of the student of AJU, which has been started before the termination of this MOU will not be affected by reason of the termination of this MOU and the same shall continue till the complete duration for such training.

#### G. Amendments

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

#### H. 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.

*a. k. shrivastav*  
Registrar  
ARKA JAIN University  
Jharkhand

  
General Manager Medical Services  
Tata Steel Limited  
TATA MAIN HOSPITAL, Jamshedpur

#### **I. 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.

#### **J. 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.

#### **K. Governing Law and Jurisdiction**

The MoU shall be interpreted by and governed by the applicable laws in India. Subject to clause N below, the courts at Jamshedpur shall have the exclusive jurisdiction to entertain any dispute arising out of or in connection with this MOU.

  
Registrar  
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TATA MAIN HOSPITAL, Jamshedpur



#### **L. 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 be settled amicably through mutual consultations. In case no settlement can be arrived at amicably through mutual consultations, as mentioned above, the dispute or difference shall be referred to a sole arbitrator, if both parties agree upon the same, otherwise the dispute or differences shall be referred to three arbitrators, (each Party appointing one on its behalf and the two arbitrators so appointed by both parties shall, before entering upon the reference, appoint who shall act as the presiding arbitrator). In this connection, the procedures so laid down for the appointment of arbitrators and adjudication of the disputes shall be under the Arbitration and Conciliation Act, 1996 and the amendments made from time to time and the rules prescribed thereunder. The seat and venue of Arbitration shall be at Jamshedpur.

The Award made by the Arbitral Tribunal shall become final and binding upon the parties and shall be enforced in accordance with applicable provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The language of the arbitration proceeding shall be English.

#### **M. Signed in Duplicate**

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

  
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AIKA JAIN University  
Jharkhand

  
General Manager Medical Services  
Tata Steel Limited  
TATA MAIN HOSPITAL, Jamshedpur

#### N. Anti-Bribery.


Parties acknowledges and agrees that they have not, and will not, make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for public office, or employee of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage. Each of the Parties also agrees that it shall not engage in any activity that would expose other Party to a risk of penalties under the laws and regulations of any relevant jurisdiction, like the Prevention of Corruption Act 1988 and Prevention of Corruption (Amendment) Act 2018 or any applicable local laws, prohibiting improper payments, including but not limited to bribes to officials of any government or private agency. AJU hereby represents that it has not and shall not itself or through any of its personnel or any other entity, by whatever name called, give or will give or promise to give any money or gift to any employee/official of Lessee to influence their decision regarding this MOU, nor shall it exert or utilize any unlawful influence through a promise to pay a commission, percentage, brokerage or contingent fee to secure or solicit any extension hereof.

#### O. Tata Code of Conduct:

The activities of all the employees of Second Party are governed by the Tata Code of Conduct, a copy of which is available at link  
<https://www.tata.com/content/dam/tata/pdf/Tata%20Code%20Of%20Conduct.pdf>.


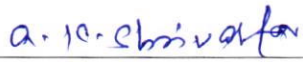
AJU agrees to make good faith efforts to notify the Second Party designated executives of any breach of the Tata Code of Conduct by any personnel of Second Party relating to this MOU. The Second Party in turn, undertakes that it will maintain confidentiality of all communication received.

  
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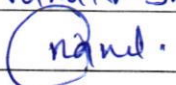


BY SIGNING BELOW, THE PARTIES, ACTING BY THEIR DULY AUTHORIZED OFFICERS, HAVE CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE EXECUTED, EFFECTIVE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

Signed on Behalf of For Party II	Signed on Behalf of For Party I
	
Name: Air Vice Marshal (Dr. ) Sudhir Rai (Retd.)	Name : Dr. Amit Kumar Shrivastava
Designation: General Manager, Medical Services	Designation: Registrar
Address: Tata Main Hospital Tinplate Golmuri Works, PO Golmuri, Jamshedpur – 831003	Address: ARKA JAIN University Campus, Opp. To Kerala Public School, Mohanpur, Gamharia Dist. Seraikela Kharsawan, Jharkhand -832108

General Manager Medical Services  
Tata Steel Limited  
TATA MAIN HOSPITAL, Jamshedpur

Witness:

1)  
Name : Nandkr. Jha .  
Signature: 

2)  
Name : SAKESH KUMAR  
Signature: 