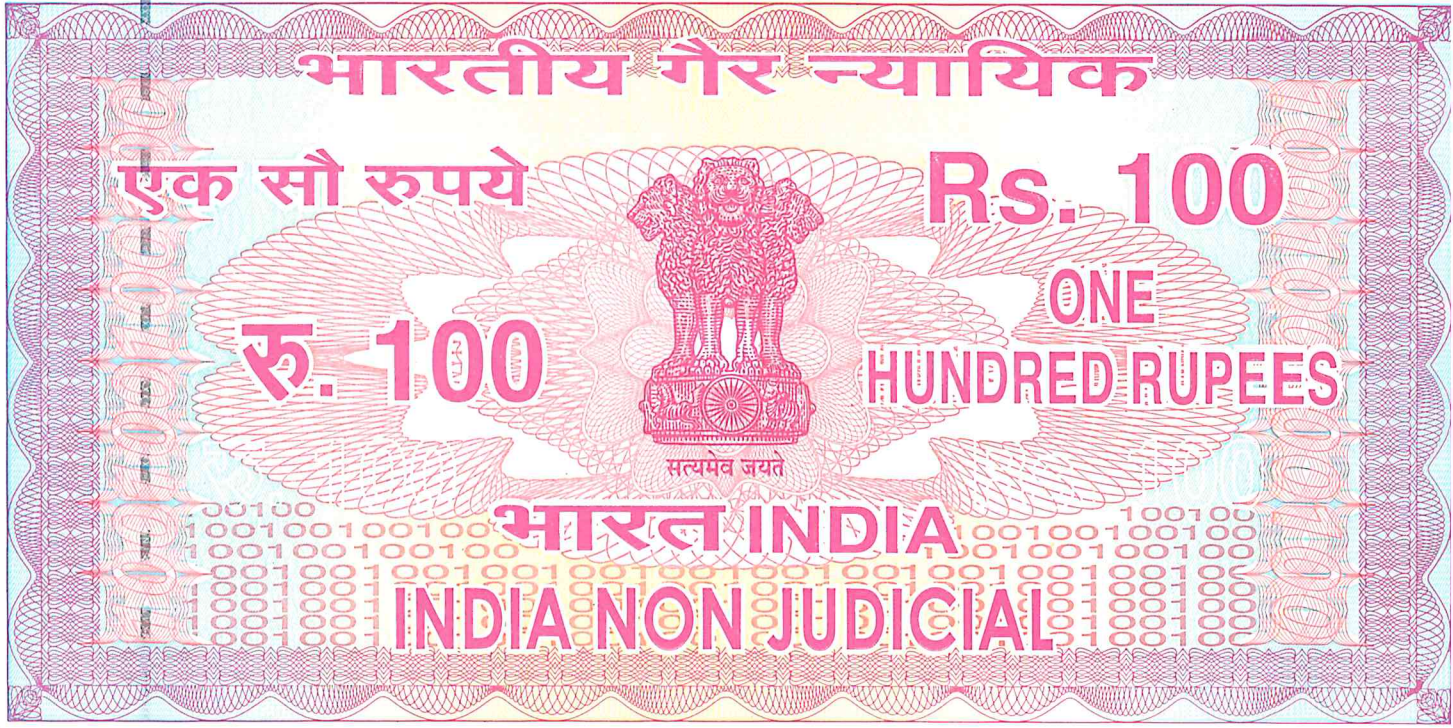




महाराष्ट्र MAHARASHTRA

2024

13AB 861561

दस्तावा तय्यार/अनुच्छेद क्र. .... दस्त नोंदणी करणार आहेत का ?-हय/नाह  
नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव -  
मिळकतीचे वर्णन-  
मोबदला रक्कम रुपये  
मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता .....  
D. Y. PATIL EDUCATION SOCIETY  
KOLHAPUR  
दुसऱ्या पक्षाकराचे नाव .....  
हस्ते असल्यास त्याचे नाव .....  
मुद्रांक शुल्क रक्कम रुपये .....  
मुद्रांक विक्री नोंद वही अनुक्रमांक ५७०६ दिनांक- २९



4 AUG 2024

STAMP HEAD CLERK  
TREASURY OFFICE  
KOLHAPUR (M.S.)

मनांक विकत घेणाऱ्याची वही

29 AUG 2024

मो. शारदा अशोक-खोर्दार (स्टॅप हॅंडर)  
२२५९, ई. का। बावडा, कोल्हापूर.  
परवाना क्र. मु. वि. अ. / कस्वीर / ९४  
दि. ७/७/१९९४  
कोड नं. २६०१०४८

Memorandum of Association  
Between



D.Y. Patil College of Nursing,  
D. Y. Patil Education Society (Deemed to be University) Kolhapur  
and



Aastrika Foundation  
No.147/J, Block, Koramangala, Bengaluru



**D.Y. Patil College of  
Nursing, D. Y. Patil  
Education Society  
(Deemed to be  
University)  
Kolhapur**



**Aastrika Foundation  
No.147/J, Block,  
Koramangala,  
Bengaluru**

### **MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding (MoU) is entered into on this** 18 Feb 2025  
**Between**

Aastrika Foundation's technical assistance to D. Y. Patil College of Nursing (DYPCON), Constituent unit of D. Y. Patil Education Society, (Deemed to be University) Kolhapur in relation to the Purpose.

**Contracting Entities:** Aastrika Foundation (Formerly known as Aastar Urmika Health Systems and prior to that known as Aastar Urmika Health Systems Private Limited), a not-for-profit company governed by the laws of the Republic of India, incorporated under Section 8 of the Companies Act, 2013, represented by Dr. Janhavi Nilekani, Founder & Chairperson and having its registered office at: No.147/J, Third Floor, 10th Cross, 12th Main, III Block, Koramangala, Bengaluru – 560034, Karnataka,

And

D. Y. Patil College of Nursing (DYPCON), Constituent unit of D. Y. Patil Education Society, (Deemed to be University) Kolhapur, a registered Educational Institution NAAC accredited A++ grade and constituent college having its administrative and registered office at Kadamwadi, Kolhapur, Maharashtra 416005, and represented by Dr. Vishwanath Bhosale, Registrar. D. Y. Patil Education Society, (Deemed to be University) Kolhapur (here in after referred to as the **“Partner”**, which expression shall mean and include its successors and permitted assigns).

Aastrika Foundation and the Partner are hereinafter referred to individually as a 'party' and collectively as the 'parties'.

**Background:** Aastrika Foundation, engaged in activities relating to health care in general and maternal health in particular, is desirous of engaging in the business of midwifery-led maternal health care, capacity building, and upskilling health workers (midwives, nurses, ob-gyns, etc.) and, to that end, of defining and establishing standards and protocols for training and for the field.

The parties have agreed to collaborate, in a non-exclusive and non-financial relationship, on the implementation of the activities as set out in this Memorandum of Understanding

(“MOU”) as well as any other areas of mutual interest, in order to realize the goals of their respective programmes and missions (“Purpose”) and would like to record their understanding in this MOU.

**1. Scope of Engagement:**

**1.1. Roles and Responsibilities of Aastrika Foundation:**

- a) Shall deploy trained and qualified international and national midwifery educators to assess and train the participants selected by the organisation to conduct virtual and in person training on Respectful Maternity Care (RMC) and other modules as per the training schedule mutually agreed between the parties;

**Roles and Responsibilities of the Partner:**

- a) Provide access to its facilities and premises, as and when and to the extent required, to the Aastrika Foundation personnel engaged in the provision of the aforementioned training, for online and on ground training and practicing of Respectful Maternity Care;
  - b) Provide the required access to DYPCON staff and students, for the aforementioned training programs;
  - c) At its own cost, provide the required technical, infrastructure and logistic support including internet connection, training rooms and facilities and equipment, ensure regular water and power supply (as well as backup) at the training facilities and arrange for food, water, washroom and other necessary facilities for the Aastrika Foundation personnel;
- 1.2. The relationship between the parties is nonexclusive and nothing herein will prohibit either party from pursuing similar collaboration/alliance/teaming arrangements with any other party.
- 1.3. Each party will bear the costs and expenses of its performance under this MOU, unless mutually agreed to in writing otherwise. Notwithstanding the above, the Partner shall bear the complete transport, accommodation and food costs for every training conducted or every visit made by the Aastrika Foundation personnel.
- 1.4. Neither party shall, during the term of this MOU and for the period of twelve (12) months after its expiration or termination, without the prior written consent of the other party, actively solicit or entice away from the employment of the other party any person(s) employed by such other party. Nothing in this section shall apply to any unsolicited responses by employees of either party to general recruitment advertising.
- 1.5. The parties may mutually agree to amend the current collaboration arrangement as specified under this MOU in writing. Further, the parties may also agree on any specific work in exchange of monetary compensation to be undertaken in accordance with separate definitive agreement(s) that may be entered into between the parties.

- 1.6. **General Obligations:** In relation to the Purpose and for the Term of this MOU, the parties have agreed that each party shall:
- a) Discharge all its obligations under this MOU in a timely manner;
  - b) Provide the other party with any support requested in accordance with timelines agreed upon;
  - c) Ensure that it dedicates sufficient resources to the discharge of its obligations under the MOU;
  - d) Use any materials and/or Confidential Information provided by the other party solely for the purposes of this MOU.
2. **Representation and Warranties:** Both parties represent and warrant that i) they are entitled to enter into this MOU through their authorized signatories and perform the obligations mentioned herein; ii) shall (and shall procure that their employees, contractors, representatives, sub-contractors shall) comply with all applicable laws, legislations and regulations and shall keep valid all requisite licenses, certifications, permissions, authorizations from appropriate authorities, that are required as per applicable law in order to perform their obligations under this MOU. Except as expressly set forth herein and to the extent permitted by law, each party disclaims all other warranties, statutory or implied, including but not limited to warranties pertaining to fitness for purpose and merchantability.
3. **Confidential Information:** Any non-public information shared by either of the parties (“**Disclosing Party**”) whether or not marked as confidential or reasonably understood to be confidential (“**Confidential Information**”) shall be kept in strict confidence by the party receiving such information (“**Receiving Party**”). Disclosure of the Confidential Information based on an order or requirement of a court, administrative agency or any other governmental body is permissible by giving prior notice to Disclosing Party. Receiving Party agrees not to divulge or communicate any Confidential Information to any third party without the written consent of Disclosing Party. Further, the Receiving Party may disclose Confidential Information to such employees or staff who have a reasonable need to know such Confidential Information for the purpose of this MOU. The Receiving Party shall ensure that such employees or staff are legally bound to keep such Confidential Information confidential by confidentiality obligations consistent with those of this MOU. Confidential Information shall not include information which:
- I. is public information and not known due to a breach of this MOU by the Receiving Party;
  - II. is already known to the Receiving Party without any restrictions on disclosure;
  - III. is information that is or subsequently comes into the possession of the Receiving Party from a third party without a violation of any contractual or legal obligations;
- and

IV. is independently developed without the use or reference to the Confidential Information shared under this MOU.

4. **Ownership:** All rights, title, and interest, including all associated and inherent intellectual property rights in any Confidential Information or any materials, information, technology or documentation existing with a party prior to the Effective Date or that is developed independent of the performance and scope hereunder shall continue to vest with the party (or its licensors – as the case may be) owning such intellectual property. Further, Aastrika Foundation shall own or have rights to all the rights, title, and interest or be the rightful licensee in and to all the training materials as well as protocols, both currently used and that which may be developed and used in the future as provided to the Partner by Aastrika Foundation under this MOU, except to the extent such materials or protocols incorporate any SOPs as shared by the Partner, wherein the intellectual property rights in the incorporated SOPs shall continue to vest in the Partner. Neither party shall have any right of ownership or license to use any intellectual property belonging to the other party except otherwise as mentioned in this MOU. No right to transfer or give possession or distribute the training materials as well as protocols, either in whole or in part, directly or indirectly to any third party for any purpose or use is conveyed expressly, by implication, or by estoppel hereunder, without the prior consent of Aastrika Foundation.

Parties acknowledge and agree that nothing contained under this MOU shall be construed to grant or confer any rights in the branding of the other party. Neither party shall use the other party's, name, logos, service marks, trade names or trademarks or refer to the other party directly or indirectly in any media release, public announcement, or public disclosure relating to this MOU, including in any promotional, advertising or marketing materials, customer lists or business presentations without the prior written consent of the other party and any such use will be on the terms as agreed between the parties.

5. **Limitation of Liability & Indemnity:**

In no event shall either party be liable to the other party, whether in contract, tort (including negligence) or otherwise for any loss of profits, business, contracts, or revenues, loss of operation time, increased costs or wasted expenditure, loss of goodwill or reputation of the other, its employees or any other person acting on their behalf, special, indirect, incidental punitive or consequential damage of any nature whatsoever or howsoever arising out of this MOU, even if such party has been advised of the possibility of such damages. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

Except for claims arising from breach by either party of Confidentiality, fraud, gross negligence, willful misconduct, misappropriation of a party's intellectual property rights, any other liability which cannot be excluded or limited as per applicable law, and/or obligations in relation to indemnification hereof, a party's aggregate liability to the other for all claims (whether in contract, tort including negligence or otherwise), arising under or relating to this MOU will in no event exceed INR 20,000/-.

Each party agrees to indemnify, defend and hold harmless the other party and its representatives against any third party claims, damages and penalties, and all related costs and expenses (including reasonable attorneys' fees) arising out of (i) a breach of any representations or warranty obligations or confidentiality obligations under this MOU; or (ii) gross negligence, fraud or willful misconduct; (iii) damage to tangible property, injury or death of a person or (iv) infringement of a third party's intellectual property rights. In the event of any claim for indemnification (i) the party receiving the claim shall provide prompt written notice to other party; (ii) the indemnifying party shall have the sole right to control the defense; and (iii) the indemnified party shall cooperate with the indemnifying party at the indemnifying party's cost and expense.

Aastrika Foundation hereby disclaims all liability and responsibility including any medico legal liability which may arise due to the performance of the responsibilities of the Partner or its personnel under this MOU including during or post any training or in the course of the implementation or of compliance with any of the protocols. The Partner shall bear all liability for the actions or omissions of its personnel.

6. **Term and Termination:** The effective day of the MOU will be from the date of execution i.e. 12 Feb 2025. The term of this MOU is for a period of three (3) years from the Effective Date which may be mutually extended in writing for such further period as mutually agreed between the parties. Notwithstanding the above, this MOU may automatically expire prior to the completion of the aforementioned term, upon the realization of the required training and setup of the MLCU. Further, a party may terminate this MOU (i) for convenience with thirty (30) days advance written notice and (ii) immediately for cause if the other party has failed to cure the breach within thirty (30) days from receipt of written notice of the breach. Up on termination or expiry of this MOU, a party shall return all intellectual property or Confidential Information of the other party, except for any protocols shared by Aastrika Foundation and implemented at DYPCON, Kolhapur.

7. **Miscellaneous Clauses:**

This MOU shall be governed by laws of India and courts at Bangalore shall have jurisdiction. Any dispute between the parties shall be resolved through negotiation within sixty (60) days. In case, parties fail to resolve the dispute within sixty (60) days,

such dispute shall be referred to sole arbitrator appointed mutually by the parties. The proceedings shall be conducted as per Arbitration and Conciliation Act, 1996 and the venue of the arbitration shall be Bangalore and the language of proceeding shall be English. The relationship of the parties is that of an independent contractor. Neither party shall assign this MOU without the prior written consent of the other party. No party shall be liable to the other for any delay or non-performance of its obligations under this MOU arising from any cause beyond its reasonable control. All notices and other communications made or required to be given shall be this MOU shall be in writing and shall be deemed given upon receipt to the address specified above. All obligations of the parties, which by their very nature survive the termination of this MOU, shall continue to exist after the expiry or termination of the MOU. Should any provision of this MOU be determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions of this MOU which shall remain in full force and effect. This MOU contains the entire understanding and agreement between the parties with respect to the subject matter contained herein, and no waiver or amendment of any of the provisions shall be binding on the parties unless confirmed in writing. Failure to enforce any provision of this MOU shall not constitute a waiver of any such provision. This MOU may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**For Aastar Urmika Health Systems:**

X   
Dr. Janhavi Nilekani  
Founder & Chairperson

Date:

**For D.Y.Patil College of Nursing, Kolhapur:**

  
Dr. Vishwanath Bhosale  
Registrar  
D. Y. Patil Education Society,  
(Deemed to be University) Kolhapur

Place: Kolhapur  
18 FEB 2025

