



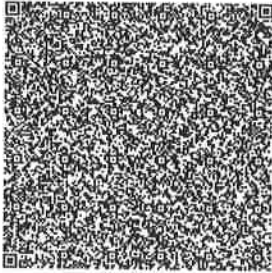
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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL36692636708913P  
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Account Reference : IMPACC (IV)/ dl887603/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL36692636708913P  
Purchased by : THE HOPE PROJECT NGO  
Description of Document : Article 58 Memorandum of Settlement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : REGISTRAR JMI  
Second Party : THE HOPE PROJECT NGO  
Stamp Duty Paid By : THE HOPE PROJECT NGO  
Stamp Duty Amount(Rs.) : 50  
(Fifty only)



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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on this 13<sup>th</sup> day of January, 2017 at New Delhi.

#### **BETWEEN**

JAMIA MILLIA ISLAMIA, New Delhi a Central University created by an Act of Parliament of India (i.e. Jamia Millia Act, 1988) and is a body corporate with a perpetual succession and a common seal, acting through its Registrar presently

#### **Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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Mr. A. P. Siddiqui (IPS), Jamia Nagar, New Delhi (hereinafter referred to as the **"First Party"** which expression shall unless repugnant to the meaning and context thereof, shall mean and include its successors and assigns.

AND

THE HOPE PROJECT, Non Government Organization (NGO) having its office at 127, Basti Hazrat Nizamuddin, New Delhi and is a registered Trust, acting through its Executive Director, Mr. Samiur Rehman, (hereinafter referred to as **"Second Party"**, which expression shall unless repugnant to the meaning and context thereof, shall mean and include its successors and permitted assigns.

**WHEREAS** it is the statutory objective of the JMI to disseminate and advance knowledge by providing instructional research and extension facilities in such branches of learning as it may deem fit and it shall endeavor to provide to students and teachers the necessary atmosphere and facilities for the promotion of:

- (i) Innovations in education leading to restructuring of courses, new methods of teaching and learning and integral development of personality
- (ii) Studies in various disciplines
- (iii) Inter disciplinary studies
- (iv) National integration, secularism and international understanding

**AND WHEREAS** THE HOPE PROJECT is a NGO with a mission to provide opportunities and resources to people especially the poor and vulnerable to unfold their hidden potentials, so that they can realize their aspirations and become contributing members of the communities.

**AND WHEREAS** the JMI has established a Faculty of Dentistry which offers Bachelor of Dental Surgery (BDS) Course after completion of due formalities and procedures.

**AND WHEREAS** THE HOPE PROJECT is running a health centre at Nizmudding Basti for purpose of providing better health care services to the poor and needy population in that area.

**AND WHEREAS** the First Party has approached the Second Party for establishment of a Satellite Dental Clinic to support and outreach the weaker/rural section of the society and also to facilitate the clinical exposure of interns of Faculty of Dentistry of Jamia Millia Islamia.

**NOW THEREFORE** the Parties have intended, agreed and consented to the following terms and deeds in pursuance of a common intent to promote and

develop a Satellite Dental Clinic at the Health Centre of the Second Party at Nizamuddin Basti.

## **1. FIELD OF CO-OPERATION**

The Parties shall endeavour to evolve a mutually acceptable schedule to develop and run Satellite Dental Clinic and shall cooperate with each other in relation to the following terms and conditions:-

- 1.1.1 That the Second Party shall provide a room to the First Party of minimum 200sq. ft at their health centre at Nizamuddin Basti for the purpose of setting up a Satellite Dental Clinic.
- 1.1.2. The First Party will not be liable to pay any rent and electricity and water bill charges for utilizing facility at the health centre.
- 1.1.3. The Second party shall be responsible for renovation, repair and maintenance of the clinical room at its own costs.
- 1.1.4. The Second Party shall be responsible for providing sufficient electrical points and plumbing work as and when required in the clinic.
- 1.1.5. The First Party shall be allowed to utilize the common patient waiting and registration area of the health centre for the purpose of waiting and registration of dental patients.
- 1.1.6. The First Party will provide all necessary assistance regarding faculty, dental equipments and materials, furniture as required for establishment and running of the dental clinic.
- 1.1.7. The Second Party shall be responsible for disposal of bio-medical waste generated at the clinic.
- 1.1.8. The First Party shall provide to and fro transport facilities for its staff, students and interns of Faculty of Dentistry from faculty to satellite dental clinic.
- 1.1.9. The First Party shall be responsible for procuring all equipments, materials, furniture, consumables, instruments, accessories etc. for running of the Dental Clinic.
- 1.2.0. The Second Party shall allow the First Party to use the services of their staff at the reception, peon and sweeper, free of cost.
- 1.2.1. The Second Party shall allow access to the staff of the First Party for establishment and running of the Dental Clinic.

- 1.2.2. The Second Party shall be responsible for cleaning and for providing other essential amenities like electricity, water and power back up, free of cost.
- 1.2.3. The First Party shall run the clinic twice a week and the choice of days will be decided with mutual consultation with the Second Party.
- 1.2.4. The Second Party shall ensure regular water and electricity supply in the satellite clinic.
- 1.2.5. The Second Party shall be responsible for safety and security of equipments and fixtures in the satellite clinic.

## **2. TERMS AND TERMINATION**

- 2.1 This Memorandum shall come into effect on the date hereof and shall remain effective unless terminated by parties in accordance with the terms of this Memorandum.
- 2.2 This Memorandum shall not be terminated by the Second Party until the expiry of three years (3 Years) from the date of actual utilization of the facilities ("Lock-in-period").
- 2.3 Notwithstanding anything to the contrary contained in the MoU, this MoU may be terminated by either Party at any time by giving 01(one) month written notice to that effect to the other Party, if the other Party at any time fails, is unable neglects or refuses to perform or observe any of its obligations specified in this MoU at the times and in the manner provided in this MoU, or is otherwise in breach of this MoU and fails to remedy such breach within 1(one) month of receipt of notice.
- 2.4 Notwithstanding anything to the contrary contained in this MoU, First Party may, at its sole discretion terminate this Agreement at any time without assigning any reason whatsoever, by giving 1 (one) month written notice to Second Party to that effect.
- 2.5 Upon termination of this MoU, First Party shall at the earliest and in no event later than 2 (two) weeks from the termination of this MoU remove any and all goods, furniture, equipments, instruments and/or other material etc. belonging to it;

## **3. MISCELLANEOUS**

- 3.1 The Parties to this MoU may, by mutual consent, add, modify, amend, delete, review or revise any term(s) and condition(s) of this MoU, however, no amendment shall be binding, on the Parties unless the same is in writing.

- 3.2 This MoU shall be governed by and construed in accordance with the laws of India.
- 3.3 The Parties to this MoU undertake to treat as "confidential and privileged" information of the other Party which is so classified in advance and agree and undertake not to disclose the same to any third party without the prior written permission of the other Party.
- 3.4 Any claim, controversy of dispute arising out of or in connection with this MoU shall be referred to arbitration of a sole arbitrator to be appointed by the Vice Chancellor of Jamia Millia Islamia. The arbitration proceedings shall be conducted in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Award passed by arbitrator shall be final and binding on the Parties thereto.
- 3.5 This MoU shall require the ratification of the competent academic/executive body of First Party.
- 3.6 The details for the efficacious implementation of this MoU shall be jointly worked out on mutually acceptable terms within the parameters of the policies, rules and regulations of both the institutions.
- 3.7 Without prejudice to the generality of the cooperation as incorporated in this MoU, the parties herein may sign collaborative agreements in other field of common interest.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY YEAR HEREINABOVE WRITTEN.**

SIGNED AND DELIVERED BY First Party **Jamia Millia Islamia through its Registrar.**

Name: **[Mr. A. P. Siddiqui (IPS)]**

In the presence of:

Name: **Prof. S. S. Bhasin**

  
Signed  
Registrar  
Jamia Millia Islamia  
(A Central University)  
New Delhi-110025

Signed 

SIGNED AND DELIVERED BY THE Second Party, THE HOPE PROJECT

Through its [Executive Director]

Name: Samiur Rehman



Signed





In the presence of:

Name:



Dr. Loma Asmiy  
Signed

**WITNESSES**

1.  (Dr. ARSHMEEN MEHTA)
2.  (Parvez Alam)

Date: 13/1/2017

Place: New Delhi