

INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty

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Certificate Issued Date

29-Oct-2020 11:37 AM

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SUBIN-GJGJELIMP1059045119579028S

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NARENDRA P PARMAR

Description of Document

Article 5(h) Agreement (not otherwise provided for)

Description

FOR MOU

Consideration Price (Rs.)

0

(Zero)

First Party

IIEMS

Second Party

SUMANDEEP VIDYAPEETH DEEMED TO BE

UNIVERSITY

Stamp Duty Paid By

IIEMS

Stamp Duty Amount(Rs.)

300

(Three Hundred only)





LB0003409544

Vice-Chancellor

Sumandeep Vidyapeethhis Stamp certificate should be verified a way encilestamp to be a rusing e-Stamp Mobile App of Stock Holding.

Any discrepancy in the details on this Certificate and as available of the websile verified App renders it invalid.

An Institution Deemed Course of the Certificate and as available of the websile verified App renders it invalid.

Vill. Piparia, Taltikas Wagnoria and please inform the Competent Authority.

Dist. Vadodara-391 760. (Gujarat)

MEMORANDUM OF UNDERSTANDING (MOU)

This MoU is made and entered into on this 02 day of November 2020, and will be applicable for the period of (2) years from the date of execution, i.e. from 02nd November 2020 to 01st November 2022 by and between

INDIAN INSTITUTE OF EMERGENCY MEDICAL SERVICES (IIEMS) a Public Charitable Trust,, having its Registered Office at Noya Plaza, Kalathipady, Kottayam - 686010, Kerala, India; hereinafter referred to as IIEMS, which expression shall mean and deemed to include its representatives, successors and assigns of the FIRST PART;

AND

SUMANDEEP VIDYAPEETH DEEMED TO BE UNIVERSITY (SVDU), At & Post Piparia, Taluka Waghodia, District Vadodara, Gujarat State - 391760, India, An Institution established in 2007 under section 3 of UGC Act 1956, hereinafter referred to as SVDU, which expression shall mean and deemed to include its representatives, successors and assigns of the SECOND PART;

(Individually referred to as Party and collectively as Parties)

Whereas

- A. SVDU proposes to associate with IIEMS for the purpose of conducting various courses specified in **Appendix - A** accredited by American Heart Association (AHA) and Indian Institute of Emergency Medical Services (IIEMS), hereinafter referred to as the **Programs**.
- B. Indian Institute of Emergency Medical (IIEMS), is an International Training Centre (ITC) of the AHA, International Chapter of International Trauma Life Support Inc. (ITLS), a Regional Chapter of Australasian Registry of Emergency Medical Technician (AREMT) for Emergency Medical Technician programs in India, Regional Chapter for National Disaster Life Support Foundation Inc USA (NDLSF) for Disaster Life Support programs in India, and Regional Chapter of American Academy of Clinical Toxicology for Advanced HAZMAT Life Support (AHLS) in India, and is also with similar national and international organization engaged in the development of world-class emergency, trauma care, emergency medical services, disaster management and consulting, HAZMAT life support training programs in the developing and developed countries.
- C. The Parties hereto agree that SVDU shall associate with IIEMS for providing the Programs and IIEMS shall provide the Programs for imparting the certificate course.
- D. The Parties hereto have accordingly agreed to execute this MOU recording the mutually agreed terms and conditions in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the premises aforesaid, mutual promises and respective covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

1. Programs:

1.1 The Parties hereto agree that they will associate with each other to conduct the Programs for the Candidates registered with SVDU. IIEMS will help conduct of the courses to the Candidates enrolled with SVDU.

AttRos Indian (natitute of Emergency Medical Services, Kottayam

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Registrar
Sumandeep Vidyapeeth
An Institution Deemed to be University
Vill. Piparia, Taluka: Waghodia.
Dist. Vadodara-391 760. (Guiarat)

Vice-Chancellor Sumandeep Vidyapeeth

An Institution Deemed to be University
Vill. Piparia, Taluka: Waghodia.
Dist. Vadodara-391 760. (Gujarat)

- 1.2 IIEMS agrees to include such other programs, including courses relating to emergency medical technician courses, to the Programs not included in this MoU that IIEMS conducts or may take on in the future with other certification bodies. Such programs shall be attached to this Agreement as an Exhibit-1, hereto.
- 1.3 The Parties agree that any Candidate who fails in the Programs will at the first instance be given one opportunity (remediation-1) to re-take the exam one (1) hour after failing the Certification Course on the final day of the class. If the Candidate fails to clear again, he/she will be given in the second instance another opportunity (remediation-2) to attempt the exam after 30 days only at the premises indicated by SVDU without paying any additional fees. After two unsuccessful remediation attempts, the Candidate will have to retake the entire course after three months only at the premises indicated by SVDU upon paying the entire Program Fees in full.
- 1.4 If the Candidate forfeits the class for any reason after the Programs have begun, the Parties shall not refund any amount received as Program Fees from the Candidate.

2. Program Fees:

- 2.1 The Parties agree to add such Program Fees not listed in **Appendix A** as and when they are included under the programs.
- 2.2 The Parties agree that the program fees for conducting the program shall be in accordance with **Appendix A** hereto
- 2.3 SVDU shall deduct the applicable taxes at the rates in force from the quoted fees and remit the balance amount to IIEMS.
- 2.4 The parties agree that the Programme Fee may change depending on the future economic conditions; hence, the fees may be revised at any time after six months from the date of commencement of this MOU with consensus of both the Parties in writing as an addendum to this MOU.
- 2.5 If SVDU fails to remit the Program Fees specified in Appendix-A within one month after the completion of the course for whatever reason, IIEMS reserves the right to withhold the certificates/licenses until such time that the Program Fees are received in full.

3. Obligations of IIEMS:

IIEMS will be liable and responsible to undertake the following responsibilities:

- 3.1 Provide Trained and qualified IIEMS personnels for the successful completion of the course.
- 3.2 Provide the Industry-approved Curriculum for Study and Question papers.
- Provide the Certificates to Candidates who qualify for the certificate as per the protocols and guidelines specified by American Heart Association.
- 3.4 A Candidate's successful completion of the Program is the sole responsibility of the Candidate who undertakes the course, and hence this responsibility or task is not entrusted on IIEMS or SVDU.
- 3.5 Update the course material on a regular basis as per the latest Scientific updates released by the partners of IIEMS-ATC.

For Indian Institute of Emergency Medical Services, Kottayam

Attested Attested

Registrar

Sumandeep Vidyapeeth
An Institution Deemed to be University
Vill. Piparia, Taluka: Waghodia.
Dist. Vadodara-391 760. (Gujarat)

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Attested Car 30 11/2023

Vice-Chancellor
Sumandeep Vidyapeeth
An Institution Deemed to be University
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Dist. Vadodara-391 760. (Gujarat)

- 3.6 IIEMS has entered into MOU with other third parties to conduct similar training programs in addition to Emergency Medicine (EM) and Emergency Medical Services (EMS) programs in India. All past and future MOUs to conduct such programs through third parties in India will not in any way be affected or bound by the clauses mentioned here in this MOU. To the extent permissible, IIEMS shall offer the right of first refusal to SVDU to conduct such training programs in India.
- 3.7 To provide on-line direction of the Programs by IIEMS personnel appropriately credentialed and trained in accordance with the requirements of AHA standards.
- 3.8 It is hereby agreed that IIEMS is the legal and beneficial owner, as well as authorized licensee, of the materials and the software provided hereunder, and has the right to further appoint others to conduct the programs. In the event of any third party action, legal or otherwise, relating to the Programs, IIEMS shall duly and immediately subrogate and indemnify SVDU for such losses or any actions to be taken or defense to be mounted against the said third parties.

IIEMS shall not misrepresent or use the trade name, logo of SVDU beyond the scope of this MOU, and any claims by SVDU due to such usage or misrepresentation or any breach of the obligations hereunder shall be duly indemnified by IIEMS.

4. Obligations of SVDU:

SVDU shall be liable and responsible to comply with the following activities:

- 4.1 Set-up all necessary classrooms with audio and visual arrangements and other physical infrastructures required for the Candidates to successfully conduct and complete the Programs as per the specifications laid out by IIEMS.
- 4.2 SVDU shall provide food for pre-approved staff of IIEMS during the course.
- 4.3 SVDU may advertise in print, visual and other media calling forth admissions to the Programs, if required.
- 4.4 Collect the Course Fee from the Candidates, where applicable, registering for the Programs and will deposit IIEMS dues specified in this MoU.
- 4.5 Provide properly maintained training hall / labs.
- 4.6 Responsibility for developing interest amongst potential Candidates for the Programs.
- 4.7 Both the parties shall not misrepresent or use the trade name and logo of either party and its partners beyond the scope of this MoU, and any claims by IIEMS and its partners due to such usage or misrepresentation shall be duly indemnified by SVDU.
- 4.8 In the event of any claim, loss, or damage caused by either of the party, due to any breach of the obligations hereunder, either of the party shall indemnify for such losses.
- 4.9 SVDU agrees to accept IIEMS as non-exclusive partner for the Programs offered to the Candidates registering with SVDU.
- 4.10 SVDU shall endeavor to enroll not less than 25 candidates for each programme.

Atteste Formedian Institute of Emergency Medical Services, Kottayam

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Registrar

Sumandeep Vidyapeeth

An Institution Deemed to be University
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Vice-Chancellor
Sumandeep Vidyapeeth
An Institution Deemed to be University
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Dist. Vadodara-391 760. (Gujarat)

5. Expenses:

All the costs, charges and expenses incidental to the execution of these documents to be executed in pursuance hereof including the stamp duty and registration charges payable, if any shall be borne, and shall be shared by both Parties.

6. Termination:

- 6.1 This MoU will be valid for a period of 1000 (2) years from the date of signing this MoU which can be renewed on concurrence of both the Parties and revision of the Program Fees.
- 6.2 This MoU shall be in force for the term unless terminated by the Parties in accordance with the following:
 - 6.2.1 By mutual consent between the Parties;
 - 6.2.2 By either Party giving written notice in the event of material breach or default of any of the obligations by the other Party and where as such breach or default has not been rectified within ninety (90) days after receipt of written notice from the other Party specifying the default;
 - 6.2.3 By either Party in case the other Party becomes insolvent or is declared bankrupt or goes into liquidation, voluntarily or compulsorily, except for the purpose of amalgamation or reconstruction.

7. Force Majeure:

- 7.1 If either Party's performance of any of its obligations hereunder is prevented, restricted or interfered with, including but not limited to, viz, major, acts of civil or military authority, fires, accidents, epidemics, floods, earthquakes, riots, wars, sabotage, strikes, labour shortages or disputes and/or any law or regulation of any government or any act or condition whatsoever beyond its reasonable control (each such occurrence being hereinafter referred to as a "Force Majeure"), then such Party shall be excused from such performance to the extent that such prevention, restriction or interference; provided however that the affected Party:
 - 7.1.1 Gives the other Party written notice of such cause promptly, including a description in reasonable specificity of the cause of the Force Majeure, and in any event within Fifteen (15) days of discovery thereof; and
 - 7.1.2 Uses its reasonable efforts to correct such failure or delay in its performance. The affected Party's time for performance or cure hereunder shall be extended for a period equal to the duration of the cause.

Notwithstanding the foregoing, neither Party shall be liable for any damages incurred as a result of such force majeure. In the event the force majeure persists for a consecutive period of more than Six (6) months, then the Parties shall endeavor to agree on a course of action mutually acceptable to the Parties.

For Indian Institute of Emergency Medical Services, Kottayam

Attested CTC /Trustee

Manhanh 02/11/20
Registrar

Sumandeep Vidyapeeth
An Institution Deemed to be University
Vill. Piparia, Taluka: Waghodia.
Dist. Vadodara-391 760. (Gujarat)

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8. Relationship:

Nothing set forth herein shall or be deemed to constitute the Parties or any of them, as any members of any partnership, association, syndicate or agency or other entity or power of attorney between the Parties except that they shall be deemed shareholders for purposes of this MoU only and neither Party shall be liable for a debt or liability of the other unless it is specifically provided for in this MoU. Nothing herein contained shall be deemed to confer on any Party any authority to incur any obligations or liability on behalf of the other Party.

9. Confidentiality:

During and after the term of this MoU, both Parties shall protect and keep confidential the contents of this MoU unless otherwise with the written consent of the non-disclosing Party.

10. Assignment & Severability:

- 10.1 This MoU shall be binding upon and ensure to the benefit of the Parties, their successors and their permitted assigns.
- 10.2 This MoU and any rights or obligations hereunder are not transferable or assignable by one Party of this MoU without the prior written consent of the other Party hereto.

Each provision of this MoU shall, to the extent possible, be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this MoU shall be invalid or prohibited under such applicable law, such invalidity shall not affect the validity of the other provisions of this MoU. The said other provisions shall continue in full force and effect unless such unenforceable provision shall materially affect the essence of the MoU and the Party benefiting from the said unenforceable provision does not waive its rights to benefit there from.

11. Waiver:

The terms of this MoU may be changed, waived, discharged or terminated only by an instrument in writing signed by the Parties. Failure to exercise or claim default or enforce any rights under this MoU in any one or more instances shall not constitute nor be deemed a waiver of such rights, any subsequent breach of such term or any other rights in any other instances.

12. Counterparts:

This MoU is in two counterparts in English language. Each such counterpart shall be deemed an original hereof.

13. Construction:

This MoU constitutes the entire MoU between the Parties and supersedes all prior MoUs, negotiations and understandings, oral and written between the Parties relating to the specific subject matter hereof. There are no terms, obligations, covenants, representatives, statements or conditions other than those contained herein. No variation or modification of this MoU or waiver of any of the terms or provisions shall be deemed valid unless in writing and signed by both parties.

14. Amendments to MoU:

14.1 This MoU may not be released, discharged, abandoned, changed and modified in any manner, orally or otherwise, except by an instrument in writing signed by the duly authorized representative of the Parties.

Attested CTC14.2 Requests for modifications made after signing of this MoU by one Party that are not accepted by the other Party are not subjects of dispute or difference

For Indian Institute of Emergency
Medical Services, Korrayamand not subject to arbitration hereunder.

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Sumandeep Vidyapeeth

An Institution Deemed to be University

Vill. Piparia, Taluka: Waghodia. Dist. Vadodara-391 760. (Gujarat)

Vice-Chancellor
Sumandeep Vidyapeeth
An Institution Deemed to be University
Vill. Piparia, Taluka: Waghodia.
Dist. Vadodara-391 760. (Gujarat)

15. Rights & Remedies:

The rights and remedies reserved in this MoU by a Party upon breach by the other Party are cumulative and in addition to all other rights and remedies provided in equity or at law. Waiver by either party of any breach of, or failure to comply with the other Party with a provision of this MoU shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach or failure to comply with any other provision of this MoU.

16. Notices:

All notices, requests and general correspondence shall be effectively given if sent by facsimile transmission or any other form of electronic communication. Matters relating to specific requests of forms and other documentation related to the Candidates shall be followed by confirmation copy, when delivered by pre-paid courier or airmail or registered post, and addressed to the address mentioned against the Parties' names at the inception of this MoU.

17. Governing Law & Dispute Resolution:

This MoU shall be interpreted and applied in accordance with the laws of India. If any claim, dispute, controversy or difference (hereinafter referred to as 'Dispute') of any kind whatsoever shall arise between the Parties hereto in connection with or arising out of this MoU, including any Dispute with respect to the existence of validity or interpretation hereof, the activities performed hereunder, or breach hereof, and whether before or after the termination or breach of this MoU, the Parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. It is agreed that as a part of such conciliation process, the respective Parties – if so requested by the other – shall arrange for their respective authorized Senior Officer(s) to meet in order to assist in reaching a solution to the Dispute.

This Memorandum of Understanding is signed between Sumandeep Vidyapeeth Deemed to be University, Piparia, Vadodara, Gujarat, represented by the Registrar, and Indian Institute of Emergency Medical Services (IIEMS), Kottayam, Kerala represented by the Trustee, on dated 02nd November 2020_eat Piparia, District Vadodara.

Signature:
Name: Dr. Chandramani B. More
Designation: Registrar, SVDU

Witness: 1. Signature:
Dr. Paresh Golwala, Dean, SBKSMIRC

2. Signature:
Dr. A.K.Seth, Director, Dept. of Central

For Indian Institute of Emergency Medical Bervices, Kottayam Signature: Name: Mr. Jacob Mammer Trustee Trustee, IIEMS EMERGE Noya Plaza Kalathipady Kottayam 686 010 Witness: 1. Signature: Kavya, Devanand, IIEMS. Kottayam 2. Signature: Ms. Surya. S Pillai, IIEMS, Kottayam

Attested CTC

Research and Innovation, SVDU

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APPENDIX - A

1. PROGRAMME:

Following Programmes currently accredited by American Heart Association (AHA):-

- 1.Basic Life Support (BLS) Provider Course.
- 2. Advanced Cardiac Life Support (ACLS) Provider Course.
- 3. Basic Life Support (BLS) Instructor Course.
- 4. Advanced Cardiac Life Support (ACLS) Instructor Course.
- 5. Paediatric Advanced Life Support (PALS) Provider Course.
- 6. Paediatric Advanced Life Support (PALS) Instructor Course.

2. FEE STRUCTURE:

SI. No.	Course Name	Duration	Course Fees (in Rs.) excluding GST
1.	BLS Provider	1 day	3,000
2.	ACLS Provider	2 days	4,000
3.	BLS / ACLS Provider	3 days	6,500
4.	BLS / ACLS Instructor Course	2 days	20,000
5.	PALS Provider	2 days	7,500
6.	PALS Instructor Course	2 days	10,000

- A. The above rates are only applicable for minimum 25 participants and above.
- B. GST shall be charged extra, as applicable.
- C. SVDU shall bear the expenses towards food and campus accommodation for the deputed IIEMS Instructors / Coordinator, for the Course(s).
- D. Program Fees include cost of course material and certification, which shall be provided by IIEMS. As per AHA norms course materials are mandatory.
- E. SVDU shall charge additional cost from delegates / attendees, towards the expenses for refreshment, miscellaneous and other applicable charges, as decided time to time, by the Authorities of SVDU Institution.
- F. Payment Terms:
 - o 50% at the time of confirmation of the Course dates.

50% after the completion of Course.

Signature: Manamy Name: Dr. Chandramani B. More Designation: Registrar, SVDU

> Registrar Sumandeep Vidyapeeth An Institution Deemed to be University Vill. Piparia, Taluka: Waghodia. Dist. Vadodara-391 760. (Gujarat)

For Indian Institute of Emergency
Medical Services, Kottayam
nature: Signature:

Name: Mr. Jacob Martimentes

Trustee, IIEMS

Attested CTC

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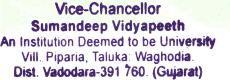


EXHIBIT-1

SI. No	Course Name	Certification
1.	 Advanced Cardio Vascular Life Support Essential Provider (ACLS EP) Paediatric Emergency Assessment Recognition and Stabilization (PEARS) 	American Heart Association
2.	 International Trauma Life Support (Basic) International Trauma Life Support (Advanced) Trauma Extrication Course- ITLS Access 	International Trauma Life Support Inc., USA (ITLS)
3.	 Basic Disaster Life Support (BDLS) Advanced Disaster Life Support (ADLS) Core Disaster Life Support (CDLS) 	National Disaster Life Support Foundation (NDLSF), USA
4.	Advanced Hazmat Life Support (AHLS)	University of Arizona Emergency Medical Research Centre and American Academy of Clinica Toxicology
5.	 Pre-Hospital Trauma Life Support (PHTLS) Advanced Medical Life Support (AMLS) Emergency Paediatric Care (EPC) 	National Association of Emergency Medical Technician (NAEMT), USA
6.	 Emergency Medical Technician (EMT Basic) Emergency Medical Technician (EMT Advanced) Emergency Medical Technician (EMT Paramedic) 	Australasian Registry of Emergency Medical Technicians (AREMT), Australia
7.	 Core Life Support (CLS Basic and Advanced) Infection Control Emergency Medical Technicians(Basic/Advanced/ Paramedic) Basic Trauma Courses 	Indian Institute of Emergency Medical Services
8.	 Doctors & Interns Airway Management- Basic & Advanced Intercostal Chest Drain Insertion Needle And Surgical Cricothyroidotomy Percutaneous Tracheostomy Needle Decompression: ECG Basic Peripheral Cannulation Central Venous Cannulation. Focused Assessment With Sonography In Trauma (Fast) Basic Trauma Management Techniques Splinting And Cast Application Suturing And Wound Management Foley's Catheterization Arterial Cannulation Diagnostic Peritoneal Lavage (DPL) Peri-cardio-centesis Suprapubic Aspiration Lumbar Puncture Bone Marrow Aspiration Intraosseous (I O) Nurses & Nursing Students	Indian Institute of Emergency Medical Services
sted C	Airway Management- Basic & Advanced Peripheral Connulation	//. 1 1

Vice-Chancellor Sumandeep Vidyapeeth
An Institution Deemed to be University
Vill. Piparia, Taluka: Waghodia.
Dist. Vadodara-391 760. (Gujarat)

Trustee

Registrar Sumandeep Vidyapeeth
An Institution Deemed to be Universi
Vill. Piparia, Taluka: Waghedia.
Dist. Vadodara-391 760. (Gujarat)

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- Basic Life Support
- Arrhythmia Identification
- Ng Tube Insertion
- Foley's Catheterization
- Splinting And Bandage Application
- Needle Decompression
- Basic Trauma Management Techniques

Signature: Manamani B. More
Name: Dr. Chandramani B. More Designation: Registrar, SVDU

For Indian Institute of Emergency
Medical Services, Kottayam Signature: Name: Mr. Jacob Mammen Trustee, IIEMS

8 Trustee



Attested CTC

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