

Affidavit



**Indian-Non Judicial Stamp
Haryana Government**



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(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Star health and Allied insurance Co ltd

H.No/Floor : Sco5a

Sector/Ward : 7c

Landmark : X

City/Village : Chandigarh

District : Chandigarh

State : U t

Phone : 99*****99



Purpose : M O U to be submitted at X

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the MoU) is entered into on this the 12 OCTOBER 2023.

By and Between

STAR HEALTH AND ALLIED INSURANCE COMPANY LTD having its registered office at No:1, New Tank Street, Valluvar kottam High Road, Nungambakkam, Chennai- 600034 a company duly incorporated under Companies Act 1956 and licensed by Insurance Regulatory and Development Authority of India to carry on the business of Health Insurance bearing License no 129 represented by its J V P PANKAJ DURGA (Hereinafter referred to as '**Star Health**

1 PANKAJ DURGA
Joint Vice President
Chandigarh

Om Sterling Global University
NH-52, Hisar-Chandigarh Road,
HISAR, Haryana-125001

Insurance', the company which expression, unless excluded by the subject or context shall include its successors-in-office, administrators and assigns).


AND

OM STERLING GLOBAL University, (HISAR) HARYANA , an academic university established under Haryana Private University Act, (2006.), a premier institution operating from Hissar and represented herein by its Registrar, Prof. Dr. .AJAY PODDAR P V C AND PROF DR SHOBHNA PODDAR DEAN OM STERLING GLOBAL UNIVERSITY(Hereinafter referred to a '**University**' institution which expression, unless excluded by the subject or context shall include its successors-in-office, administrators and assigns).

(Star Health Insurance and University are hereinafter jointly referred to as '**Parties**' and individually as '**Party**')

The Star Health Insurance and the University have come to an understanding to conduct the Vocational/Elective course for promoting insurance awareness and enhancing employment opportunities for the students in Health Insurance Sector. Star Health Insurance will be the operational institution responsible for implementing the proposed certificate course governed by this MoU.

WHEREAS the OM STERLING GLOBAL University is a premier university in academics for educating the students for degrees Institute of Management Studies.


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The Star Health Insurance and University agree that collaboration and co-operation between themselves will promote more effective use of their resources for mutual interest in enhancing opportunities for students. Both Parties being legal entities have decided to sign this MoU based on mutually agreed terms and conditions.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERE TO AGREE AS HEREINUNDER:

1.1 CO-OPERATION:

1.2 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the institution and its related wings. The Parties shall keep each other informed of potential opportunitiess and shall share all information that may be relevant to secure additional opportunitiess for one another.

1.3 Star Health Insurance shall facilitate effective utilization of the intellectual capabilities of their faculty and their resources in

1.3.1 Developing syllabus/course modules/Academic Programs as per industry needs

1.3.2 Conducting capacity building Programs

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1.3.3 Keeping in view the needs of the students. The University shall provide the required support for the smooth implementation of the above.

1.4 The general terms of this understanding shall be governed by this MoU and this MoU shall represent entire understanding as to the subject matter hereof and shall supersede any prior correspondence exchanged understanding between the Parties in this regard.

2. SCOPE OF THE MoU: Both the parties will establish Centre of excellence in Insurance at OM STERLING GLOBAL UNIVERSITY Following will be the area of operations of the centre of excellence

2.1 Vocational Programme: Under this project Star Health Insurance will collaborate with the University jointly to offer programs for enrolment of students in the Vocational/Elective course offered by University. The Star Health Insurance in consultation with the University will introduce the vocational/elective course for Health Insurance through Online Platforms/Offline classroom sessions at University premises, depending upon circumstances. Both parties undertake close co-operation so as to ensure major benefit to student community to enhance their knowledge and skills. The curriculum shall be devised by Star Health Insurance Training and to be approved by the University as per norms.

2.2 Establishing Centre OF excellence: Both the parties will establish a centre OF excellence for conducting professional research in area of insurance. The centre will be seeking assignments from various professional. Commercial and research organizations. The Financials will be planned as per the role and acceptance of both the parties.

2.3 Degree Programs: The star health insurance and SAGE University will cooperate in designing the courses and programs for BBA (Banking and Finance) and MBA (Banking and Finance)

3. Eligibility: They should have completed 18 years of age at the time of joining the course. In view of online classes, those having uninterrupted access to internet facility shall be given priority. Eligibility for Degree courses will be as per UGC & OM STERLING GLOBAL University norms.

3.1 Hours of Coverage: The duration will be mutually decided as per course/program requirements.

3.2 Financial Commitments: The First Party shall bear the expenses of the Faculty/ development and publication of course materials / conducting the course as per regulatory norms. Star Health Insurance Company has no objection in the University charging fee as per University norms from Students for enrolling in the vocational course in Health Insurance.

3.3 Certificate: The students after completion of the vocational course and on passing prescribed exam as applicable would be eligible for certification.

3.4 The First Party may consider providing self-employment opportunities to candidates successfully completing the certificate course subject to fulfilment of their eligibility under Regulations.

3.5 The Student who takes up this certificate course offered by the university after their successful completion of IC 38 exams shall take up appointment as Agent with Star Health Insurance ,if they so desire.

3. OBLIGATIONS OF THE PARTIES

Obligations of the University:

The University undertakes to:

- A. Identify the students interested/willing to participate in the Vocational/Elective Course on Health Insurance. The University will be responsible for admission in degree courses.
- B. Appoint focal points to coordinate with Star Health Insurance concerning all aspects of implementation of the course for its smooth functioning in University and constituent colleges as applicable.
- C. Monitoring Attendance – University shall monitor the attendance of the students enrolled for the course and share the same with Star Health Insurance, as per prescribed frequency mutually agreed upon.
- D. To ensure no absenteeism or cancellation of sessions planned for the smooth conduct of the course.

- E. The University shall ensure that students should attend the examination conducted by Insurance Institute of India without fail.
- F. On being declared passed, distribute certificates to the students who have successfully completed the course.
- G. The Star health insurance will provided the training/Internship for MBA and BBA students as mutually agreed. They will also provide the guest lectures and industry exposure to students. They will also help in organizing seminars, workshops and conference as mutually agreed upon.

Obligations of Star Health Insurance :

- A. Star Health Insurance Training shall be fully responsible for the preparation of the course curriculum and course design for vocational courses. Star Health Insurance Training shall be responsible for conducting the health insurance vocational course. Star Health Insurance Training shall conduct the course for a total period of 35 hours.
- B. The period in which it will be covered and the Number of sessions per week per day will be arrived at, as mutually agreed upon with the Second Party.
- C. Training will be conducted on Zoom online or Offline platform to start with.
- D. The course will be delivered in Hindi/Punjabi/English.

- E. The trainers would be provided by the Star Health Insurance .
- F. Printing of course completion certificate, under joint signatures using Star Health Insurance and University Logo/Emblem.

The above list is representative and not exhaustive.

4. SINGLE POINT OF CONTACT

Each party shall provide the other party with single point of contact (SPOC) for each functional area for all inquiries regarding the implementation of this MoU/conduct of the course. Each party shall accept all inquiries from the other Party and provide timely and coordinated responses.

The First Party appoints Shri. VINAY JAIN, TERRITORY Manager, CHANDIGARH , Star Health Insurance, as Course Director and SPOC, on its behalf.

5. CONFIDENTIALITY

Except as otherwise specified herein, each Party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other Party in the course of the relationship governed by this MoU that the Disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, sought in good faith to be treated as proprietary and/or confidential by the Receiving Party, including without limitation any information disclosed by insurer and will make no use of such information and know-how except

under the terms and during the existence of this MoU. Each Party shall provide such confidential information to the other Party on trust. Both Parties shall treat the terms and conditions of this MoU as confidential; however, either Party may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of that Party's business. The Receiving Party shall take all such steps to prevent unauthorized access to the Disclosing Party's confidential information as it takes to protect its own confidential information. The Receiving Party shall not use the Disclosing Party's confidential information for any purposes other than in connection with performing its obligations or exercising its right under this MoU. However the parties to this MOU may disclose the confidential data if it is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or a court order. Upon the disclosing party's written request at any time or following the completion or termination of this MoU, the Receiving Party shall promptly return to the Disclosing party provide under or in connection with this MoU, including all copies, portions and summaries thereof. The Receiving Party should not disclose to third party the confidential information provided by the Disclosing party for a further period of 3 years even after the completion of duration of the Course.

6. OWNERSHIP OF DATA

The ownership of Courseware and Data provided by the Star Health Insurance would rest with it. The data received by the University from

Star Health Insurance shall, at all times, remain exclusive property of Star Health Insurance .

7. LIMITATION OF LIABILITY

The Star Health Insurance shall not be in any manner held liable for

- i) Discharging any financial commitments made by University.
- ii) Any suit on account of demands for infringement of copyright and other laws by the University which have no nexus with the object of the MoU being entered into.
- iii) The University shall ensure that all its software used as a platform of conducting classes is legally authorized. The Star Health Insurance shall not be responsible in any way for any liabilities arising out of use of pirated software.
- iv) Neither Party shall be liable to the other Party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either Party has been advised of the possibility of the incurrence by the other Party of any such damages.

8. NOTICE

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or electronic mail or post or courier or facsimile at the address mentioned in the

recitals. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being put in the post and if sent by courier, one day after being handed over to the courier, if sent by electronic mail, when the electronic mail leaves the email server of the sender and if sent by facsimile, when sent to the correct facsimile number (on receipt of a confirmation).

9. COMPLIANCE WITH LAWS AND REGULATIONS

Each Party is obligated to comply with relevant laws and regulations applicable to it.

10. PUBLICITY

The parties to this agreement agree that they shall not use the Logo, trademarks, trade name or other proprietary makes of the other party in any advertising, press releases without prior written approval of the other party.

11. INDEMNITY

Either party shall indemnify each other and undertake to hold harmless of the other Party from and against any damages, liabilities, expenses and disbursements / any legal proceedings initiated in respect of or relating to his MoU.

12. SEVERABILITY

In case of any provision of the MOU be declared illegal, unenforceable in law the parties hereto will cooperate in all ways open to them to obtain substantially the same result as may be possible including taking appropriate steps to amend, modify or alter this MoU if necessary.

13. TERM & TERMINATION

13.1 The terms of this MoU shall commence on the effective date of signing and will be valid for a period of one year on mutually agreed terms, during which period the parties will take effective steps for the implementation of this MoU.

13.2 Either party may terminate this MoU by giving 30 days' notice period in writing. Notwithstanding such termination, all the batches of students already admitted into the Certificate Course during the currency of this MOU, each Party is bound to perform their respective obligations as enumerated under this MoU.

14. AMENDMENT TO THE AGREEMENT

During the tenure of MoU in operation, circumstances may arise requiring for alteration or modifications which can be done after mutual discussion and agreed upon in writing by the parties.

15. FORCE MAJEURE

12 **PANKAJ DURGA**
Joint Vice President
Chandigarh


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It is expressly agreed that neither Party shall be liable for any default, delay or lapse occurring due to reasons of Force Majeure which includes acts of God or any other events beyond the reasonable control of Parties war, strike, theft, tempest, sabotage, fire, floods and droughts; wars, riots, insurrection, acts of the public enemy, terrorism ("Force Majeure Event"); provided, however, that in the event a Force Majeure Event persists for Thirty (30) days or more, either Party shall have the right, but not the obligation, to terminate this Agreement.

16. DISPUTE RESOLUTION

16.1. Governing Laws: This Agreement shall be governed by and construed in accordance with laws in India.

16.2. Dispute Resolution: Any dispute arising between the Parties in connection with this Agreement shall at first instance be resolved amicably between the Parties through mutual discussions failing which each Party hereby agrees to resolve the dispute by referring to the sole Arbitrator appointed by mutual agreement. The Arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996. The seat of Arbitration will be at Chennai and cost will be shared by the parties.

16.3 Jurisdiction: The courts located in Chennai or Chandigarh will have exclusive jurisdiction.

For the (Om Sterling Global University) For Star Health & Allied Insurance

Prof. (Dr.) Ajay Kumar Poddar
PVC

Witnesses:

Dr. Shobhna Poddar
Dean CRT

Place: HISAR

Date: 12/10/23

Seal and Signature of
Authorized Signatory

Om Sterling Global University
NH-52, Hisar-Chandigarh Road,
HISAR, Haryana-125001

Name: Mr. Pankaj Durga
Designation: Joint Vice President

Joint Vice President
Chandigarh

Witnesses:

Name:

Designation: Tenthon Margu

Place: FRIED

Date: 12/10/23

Seal and Signature of
Authorized Signatory