

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ 57AA 643517

उप कोषागार अधिकारी
कल्याण

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the) is entered into on this the 25th August 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

PRINCIPAL
IMF's Vande Mataram Degree College
of Arts, Commerce & Science

STAR HEALTH & ALLIED INSURANCE CO. LTD. ZONAL OFFICE MUMBAI

29 AUG 2023

Serial No. Date	13592 29-8-2023
Nature of document	Agreement
Whether it is to be Registered?	Yes/No
Property Description in brief	
Stamp Purchaser's Name 29 AUG 2023.	Poonam Arjun Warang
If through other Person then Name & Add. & Sign.	Self A-001, Om Shiv Samarth Bldg Subhash Rd, Dombivli-W
Name of the other Party	
Stamp Duty Amt.	Rs. 100/- Date:- 29-8-2023

Licence No. 12066043
STAMP VENDOR
MR. AVINASH H. GUJARE

29 AUG 2023

Add. D-86, Kasturi Plaza,
Manpada Road, Dombivli (E).
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्या कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यांत वापरणे बंधनकारक आहे.

on the business of Health Insurance bearing License no 129 represented by its , Mr. Dheeraj Goal Regional Head (Hereinafter referred to as '**Star Health Insurance**', the company which expression, unless excluded by the subject or context shall include its successors-in-office, administrators and assigns).

AND

Vande Mataram Degree College (Dombivali West)

(Star Health Insurance and Vande Mataram Degree College are hereinafter jointly referred to as 'Parties' and individually as 'Party')

The Star Health Insurance and the Vande Mataram Degree College 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.

WHEREAS the Vande Mataram Degree College (Dombivali), is a premier education Institution of higher learning in India having UG & PG courses and is involved in education, training, research and extension .

The Star Health Insurance and Vande Mataram Degree College (Dombivali), 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 based on mutually agreed terms and conditions.

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

1. CO-OPERATION

1.1 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 opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 Star Health Insurance shall facilitate effective utilization of the intellectual capabilities of their faculty and their resources in developing syllabus/course modules and conducting capacity building, keeping in view the needs of the students. They shall provide the required support for the smooth implementation of the above.

1.3 The general terms of this understanding shall be governed by this and this shall represent entire understanding as to the subject

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matter hereof and shall supersede any prior correspondence exchanged understanding between the Parties in this regard.

2. SCOPE OF THE

2.1 **Programme:** Under this project Star Health Insurance will collaborate with the Vande Mataram Degree College (Dombivali), jointly to offer programs for enrolment of students in the Vocational/Elective course offered by Vande Mataram Degree College (Dombivali), The Star Health Insurance in consultation with the Vande Mataram Degree College (Dombivali), will introduce the vocational/elective course for Health Insurance through Online Platforms/Offline classroom sessions at Institute 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 Institute as per norms.

2.2 **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.

2.3 **Hours of Coverage:** The duration of course would be for 35 hours.

2.4 **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 Institute

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charging fee as per Institute norms from Students for enrolling in the vocational course in Health Insurance.

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

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

2.7 The Student who takes up this certificate course offered by the Institute 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 Institute:

The Institute undertakes to:

A. Identify the students interested/willing to participate in the Vocational/Elective Course on Health Insurance.

B. Appoint focal points to coordinate with Star Health Insurance concerning all aspects of implementation of the course for its smooth functioning in Institute and constituent colleges as applicable.

C. Monitoring Attendance – Institute 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.

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D. To ensure no absenteeism or cancellation of sessions planned for the smooth conduct of the course.

E. The Institute 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.

Obligations of Star Health Insurance:

A. Star Health Insurance Training shall be fully responsible for the preparation of the course curriculum and course design. Star Health Insurance Training shall be responsible for conducting the health insurance 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 Institute Logo/Emblem.

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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 /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. Dheeraj Goyal of 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 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 . Each Party shall provide such confidential information to the other Party on trust. Both Parties shall treat the terms and conditions of this as confidential; however, either Party may

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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. However, the parties to this 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, the Receiving Party shall promptly return to the Disclosing party provide under or in connection with this, 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 Institute from Star Health Insurance shall, at all times, remain exclusive property of Star Health Insurance.

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7. LIMITATION OF LIABILITY

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

i) Discharging any financial commitments made by Institute.

ii) Any suit on account of demands for infringement of copyright and other laws by the Institute which have no nexus with the object of the being entered into.

iii) The Institute 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

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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.

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12. SEVERABILITY

In case of any provision of the 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 if necessary.

13. TERM & TERMINATION

13.1 The terms of this 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.

13.2 Either party may terminate this 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, each Party is bound to perform their respective obligations as enumerated under this.

14. AMENDMENT TO THE AGREEMENT

During the tenure of 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.

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15. FORCE MAJEURE

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 will have exclusive jurisdiction.

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For Star Health Insurance For Vande Mataram Degree College

(AUTHORISED SIGNATORY)

Principal

(AUTHORISED SIGNATORY)

Mr. Dheeraj Goyal: Regional Head	Dr. Ramchandran Nadar
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	Mobile #: 9892564889
Contact Person: Ms. Poonam Warang 9321851054 E-mail: poonam.warang @starhealth.in	Contact Person: Vanita Lokhande 7900159144 E-mail: vmdccollege@gmail.com

Witness 1:

Witness 2: