



MEMORANDUM OF UNDERSTANDING (MoU)

Between

Indian Biomedical Skill Council (IBSC)

AMTZ Campus, Pragati Maidan, VM Steel Project S.O.,

Visakhapatnam – 530031, Andhra Pradesh, India

(First party, hereinafter referred to as IBSC),

Represented by Dr. Jitendra Kumar Sharma, Chairman, IBSC

& Managing Director & Founder CEO, AMTZ

AND

International Institute of Health Management Research (IIHMR)

Having its office **Plot No 3, Sector 18A, Dwarka, New Delhi -110075**

(considered being the Second Party).

(Second party, hereinafter referred to as “IIHMR-D”),

Represented by Dr. Sutapa B Neogi, Director, IIHMR Delhi

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on 19th August 2025, at Visakhapatnam

Between

Indian Biomedical Skill Council, established by Andhra Pradesh MedTech Zone (AMTZ), having its office at AMTZ Campus, Pragati Maidan, VM Steel Project S.O. Visakhapatnam - 530031, India, and represented by Dr. Jitendra Kumar Sharma, Chairman, Visakhapatnam hereinafter referred to as “Party of the FIRST PART” or “IBSC” which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign;

AND

International Institute of Health Management having its office at Plot No 3, Sector 18A, Dwarka, New Delhi 110075 herein after referred as “SECOND PART” OR “IIHMR-D” which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign.

Both parties hereinafter shall collectively refer to as “Parties”

1. WHEREAS:

- I. The Party of the FIRST PART is a Council for Biomedical Engineering Skills in India promoted by the AMTZ, in collaboration with Medical Devices Industry stakeholders in India, which has the mandate to test and grade the competency of bio-medical engineering professional skills in India; IBSC is recognized by Ministry of Skill Development & Entrepreneurship, Government of India. IBSC has its independency & unique identity to certify biomedical professionals and deliver skill training programs.
- II. The Party of the SECOND PART i.e., IIHMR-D is a part of the IIHMR Society, which was found in 1984. IIHMR -D was established in 2008 with a global perspective to meet the growing need for evidence-based research in health policy and management. The mission of IIHMR Delhi includes producing skilled human resources to lead and manage healthcare organizations in the public and private sectors, as well as in international agencies and consulting organizations, while fostering collaborations for

research, training, and education in health management. IIHMR-Delhi a NAAC 'A' Grade is committed to excellence in healthcare management and recognized as an ICMR Collaborating Centre of Excellence (CCoE).

- III. The Parties hereby express their willingness to enter into a Memorandum of Understanding to set out the framework to carry-out training of learners as per job roles(s) related to Medical Device Industry.

2. PREAMBLE

- 2.1 IBSC is engaged in Skill Development, Education, Hands-on-Trainings and R&D services in the fields of Medical Technology and related fields.
- 2.2 The students and faculty members of IIHMR-Delhi are actively engaged in interdisciplinary, cutting-edge research activities and action learning skills, as reflected in publications in reputed journals, filing patents, securing funding from Govt. and Non-Govt. organizations etc. IIHMR-Delhi also has several active national and international MOUs with premier institutes/industries/research organizations from India and abroad. Since its inception as a AICTE recognized Health Management institute, IIHMR-Delhi has been making giant strides in the right direction through the implementation of various good practices in all areas of academic pursuit.
- 2.3 IBSC & IIHMR Delhi believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- 2.4 The Parties intended to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- 2.5 The Parties hereby express their willingness to combine their resources for skill development in medical technology and related sectors, and work towards promoting the growth of the sector by creating necessary eco-system for the said purpose.

3. SCOPE OF MoU

The Parties have entered into this Memorandum of Understanding to express their mutual interest in collaborating to offer skill-based hands-on training by the Second Party along with other joint initiatives to be detailed in subsequent project agreements between the Parties.

ROLES AND RESPONSIBILITIES

3.1 ROLES AND RESPONSIBILITIES OF IBSC

1. IBSC shall undertake to collaborate with IIHMR-Delhi on mutually agreed activities pursuant to project agreements entered into by the parties.
2. IBSC shall provide industry – oriented trainings/credit courses as minor or electives for the IIHMR-Delhi students with a cost that shall be mutually agreed by both parties and mentioned in Annexure-I.
3. IBSC shall organize industrial visits for IIHRM-Delhi students.
4. IBSC will facilitate internship support for the students who have completed the required training modules of the IBSC programs. IBSC shall facilitate the engagement of interested students in IIHMR Delhi courses as their minors or electives, with the credits from these courses incorporated into their academic curriculum.
5. IBSC will extend support for Guest faculty for delivering the courses.
6. IBSC will extend support for developing industry – oriented curriculum development inputs.
7. IBSC will provide Faculty development programs (FDP)/ Short term training programs (STTP) for enriching the faculty/staff knowledge in the biomedical domain.
8. IBSC will facilitate access to the Common Scientific Facilities (CSFs) other facilities to the university students / faculty / researcher for medical device research purposes.
9. IBCS will offer Structured internship programs for IIHRM Dehi students at AMTZ facilities, providing hands-on experience in a real-world healthcare technology environment.
10. During the course period, candidates will gain practical exposure to various aspects of the medical device industry through hands-on training at AMTZ facilities. Upon successful completion of the required industrial training, the IBSC will provide support to eligible candidates in securing employment opportunities within the medical device sector.
11. AMTZ/IBCS gives No Objection to use the AMTZ/IBCS logo alongside IIHRM-Delhi branding for co-branded materials, promotional content, and relevant communications related to the collaboration.
12. IBSC shall appoint a 'Point of Contact' for necessary coordination with IIHMR-Delhi.

3.2 ROLES AND RESPONSIBILITIES OF IIMR-Delhi

1. IIMR-Delhi shall undertake to collaborate with IBSC on mutually agreed activities pursuant to project agreements entered into by the parties. Health Management trainings/credit courses as minor or electives will be offered by IIMR-Delhi for IBSC professionals, interns and students with a cost that shall be mutually agreed by both parties.
2. IIMR-D shall facilitate the engagement of interested students in IBSC courses as their minors or electives, with the credits from these courses incorporated into their academic curriculum.
3. IIMR-D shall facilitate interested faculty/staff engagement in the faculty development programs (FDP) / Short term training programs (STTP).
4. IIMR-D shall provide the space and facility to conduct the training – related activities in their premises on mutually agreed terms.
5. IIMR-D shall provide support for developing a Center of Excellence in Medical Device Management at Institute premises.
6. IIMR-D shall encourage interested faculty engagement in research & consultancy work with AMTZ group of institutions and manufacturers.
7. IIMR-D shall incorporate the International Journal of Health Technology and Innovation (IJHTI) in its journal subscriptions.
8. IIMR-D shall appoint a 'Point of Contact' for necessary coordination with IBSC.

3.3 JOINT ROLES AND RESPONSIBILITIES OF IBSC AND IIMR-Delhi

1. The Parties would provide support in project agreements as mutually agreed upon.
2. The Parties would undertake and execute the mutually agreed tasks within a stipulated time frame as detailed in project agreements.
3. The Parties would provide industry ready workforce.
4. The Parties would execute joint research collaboration activities for publishing research articles/patents.
5. The Parties will organize technical Events / Seminars / National Conferences / International Conferences / Symposia.
6. The Parties will develop industry – oriented courses/programs at the UG/PG level.
7. The Parties may also enter into a separate arrangement/agreement on a case-to-case basis, on such terms and conditions as may be mutually agreed by the parties.

4. DURATION OF MoU

The total time frame of the engagement would be for a period of 4 (Four) years from the date of signing this MoU. The term of this MoU may be extended as may be mutually agreed upon by writing by the Parties.

5. DELIVERABLES

The deliverables would be as detailed in the scope of each task, mutually agreed between the parties, from time to time. Requisitions for a specific task could be given by any of the parties on mutually agreed terms of references that would be specific to identified projects.

6. FINANCIAL ARRANGEMENT

- 6.1 The finances and logistics will depend on the purpose of the training- whether it is a part of ongoing academic programs at IIHMR Delhi or standalone capacity building initiatives.
- 6.2 For training sessions as part of ongoing academic programs, conducted at IIHMR Delhi, honorarium for faculty from AMTZ will be as per IIHMR rules for all trainings conducted at IIHMR campus. All expenses related to travel and accommodation within IIHMR premises would be borne by IIHMR Delhi.
- 6.3 For training sessions as part of ongoing academic programs conducted at AMTZ, IIHMR Delhi will pay an honorarium for AMTZ faculty as per the norms of IIHMR Delhi. Travel and accommodation (including lodging and boarding), shall be solely borne by the students enrolled for trainings.
- 6.4 For customized skill based trainings, the course fee/tuition fee collected for each participant admitted under this jointly conducted training program shall be subject to a revenue-sharing arrangement in the ratio of 75:25. Accordingly, IBSC shall be entitled to receive twenty-five percent (25%) of the course fee/tuition fee per student enrolled, and the remaining seventy-five percent (75%) shall be retained by IIHMRD
- 6.5 Both the parties shall pay the applicable taxes like GST/TDS on the invoiced bills.

7. CONFIDENTIALITY AND NON-DISCLOSURE

Except as otherwise contemplated by this MoU, each Party (the “receiving party”) undertakes that, in order to protect the proprietary interest of the other Party (the “disclosing party”) in the disclosing Party’s confidential information, it will not, during the term of this MoU nor at any time thereafter, either use or exploit in any manner, or directly or indirectly divulge or disclose to others any of the disclosing party’s confidential information. The

receiving party shall treat all confidential information disclosed to it as strictly confidential and only use such confidential information for the purposes of this MoU. Each Party shall ensure that its directors, officers, employees, agents, representatives, students, faculty, Affiliates and attorneys comply at all times with this confidentiality undertaking. This clause does not apply to (i) information is public other than because of a breach of this clause; (ii) disclosure required by law; or (iii) disclosure to a Party's related companies, auditor, banker or advisors. Specific confidentiality and non-disclosure agreement will be a part of specific MoUs agreed by the Parties for each project.

8. AMENDMENTS TO MoU

In the event that any of the representations or warranties made/given by a party ceases to be true or stands changed, the party who had made such representation or given such warranty shall promptly notify the others of the same.

9. TERMINATION OF MoU

- 9.1 This MoU may be terminated by either of the parties forthwith if any party commits breach of any of the terms hereof and shall have failed to rectify such breach within sixty (60) days of the notice in this behalf having been served on it by the other parties.
- 9.2 In addition to the reasons for termination as set forth above, this MoU may be terminated forthwith by any of the parties voluntarily by giving sixty (60) days' notice in writing to other parties OR involuntarily due to entering into composition, bankruptcy or similar re-organization proceedings or if applications invoking such proceedings have been filed and with the advance notice of 3 months by any of the parties.
- 9.3 In the event of premature termination of this Agreement by IIHMR-Delhi, IIHRM-Delhi shall remain liable for the payment of all dues accrued and calculated up to the conclusion of the ongoing academic year.

10. FORCE MAJEURE

None of the parties shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquake, Strikes, lockouts, Epidemics, Riots, Civil Commotions, etc., provided on the occurrence and cessation of any such event, the affected party thereby shall give a notice in writing to the other parties

within one month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the parties shall jointly decide about the future course of action.

11. ASSIGNMENT OF MoU

The rights and / or liabilities arising to any party of this MoU shall not be assigned except with the written consent of the other parties and subject to such terms and conditions as may be mutually agreed upon.

12. DISPUTE RESOLUTION

In the event of any dispute arising between parties with regard to any terms/conditions or this MOU, the parties would refer the dispute to a two-member committee consisting of a representative of each of the parties. The committee would make all efforts to resolve the dispute and interpret the clauses for furthering the purpose of the MOU and cause of the Organizations.

13. ARBITRATION

In the event of the dispute remaining unsolved, in spite of the efforts of the committee, the parties may refer the dispute to a Sole Arbitrator. The Sole Arbitrator shall be jointly appointed by the Parties who would conduct the Arbitration proceedings as per the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Vishakhapatnam, Andhra Pradesh.

14. NOTICES

14.1 Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, or (ii) a nationally-recognized, next-day courier service, or (iii) registered postal services, or (iv) or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section addressing to the address:

Party First Part (the "IBSC")

Dr. Jitendra Kumar Sharma

Chairman

AMTZ Campus, Pragati Maidan

Party Second Part ("IIHMR-D")

Dr. Sutapa B Neogi

IIHMR-D

Plot NO 3, Sector 18A,

VM Steel Project S.O.,
Visakhapatnam – 530031,
India

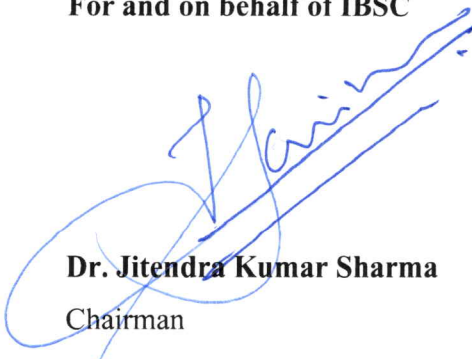
Dwarka
New Delhi -110075
India

14.2 Receipt of Notice. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, shall be deemed to have been duly if actually delivered, or after 15 fifteen days after mailing, if mailed by registered post or by courier. In case of an electronic mail, the notice shall be considered as delivered on the date of receipt of such mail.

15. Any additions or deletions to this MoU can be carried out on mutually agreed terms and appended to this MoU to form an integral part of this MoU.

IN WITNESS WHEREOF the Parties hereto have signed this MoU on the day, month and year mentioned here in before

For and on behalf of IBSC



Dr. Jitendra Kumar Sharma
Chairman

Witness: _____

Date: 29/2/2025

For and on behalf of IIHMR-D



Dr. Sutapa B Neogi

Director

Witness: _____

Date: _____