Memorandum of Understanding

Between

HEKA HEALTHY YOU PRIVATE LIMITED
(HHYPL)

And

All India Council for Technical Education
(AICTE)

Date: 12th April, 2023
This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into with AICTE located at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India, to be effective from 12/04/2023 by and between:

HEKA HEALTHY YOU PRIVATE LIMITED and organization registered under Section 25 of Companies Act, 1956 having its registered office at 906 A, GALLERIA TOWERS, DLF PHASE –IV, GURGAON, HARYANA, INDIA of the FIRST PARTY;

AND

All India Council for Technical Education, established under the AICTE Act, (52 of 1987), having its Registered Office at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India, (hereinafter referred in short as AICTE)” (which term shall unless expressly excluded by or is repugnant to the context, shall include its successors and assigns) of the SECOND PARTY; together with First Party known as parties.

WHEREAS, HEKA HEALTHY YOU PRIVATE LIMITED is a Health-tech Profit organization, working in the field of SAFETY TRAININGS – Basic Life Support (BLS) & First Aid, Industrial Safety Trainings, Road Safety and Electrical Safety, along with facilitation of online Doctor’s Consultation, Book Lab Tests, Elder care, Pregnancy care, Pre & Post-Operative Care, Remote Patient Monitoring and other allied services, through its mobile application.

AND WHEREAS the AICTE is constituted with a view of proper planning and coordinated development of a technical education system throughout India, the promotion of qualitative improvements of such education in relation to planned Quantitative growth, and regulation & proper maintenance of norms and standards in the technical education system and for the matters connected therewith.

AND WHEREAS the parties, through professional interactions and collaboration seek to bring in a holistic qualitative enhancement in technical education in India, enter into this agreement to establish a strategic partnership in the areas given in more details in the succeeding paragraphs.

Preamble and Objectives:

1. Lakh no. of youngsters are dying every year due to Sudden Cardiac Arrest in India. There is a need to training community at large and be prepared and timely delivery of First Aid & CPR in such distress times.

2. The objective of MoU is to create Awareness and provide Sensitisation training about Sudden Cardiac Arrest and resuscitation protocols in such cases, and enable common people to identify such situations and act fast to avoid any loss of life.
Strategic Collaboration (Objectives, Scope & Outcome)

1. This MOU with the AICTE will give more impetus to our outreach and awareness with the AICTE approved institutions, hence enabling more hands in community services.

2. There is no monetary commitment from the AICTE for this training, and any institutions can approach Heka Healthy You Private Limited, in case they want to enroll and conduct such Safety Trainings at their campuses.

The HHYPL and the AICTE, under this MOU, shall collaborate towards:

Definitive Agreement: There will be no financial obligation on the part of the AICTE for implementation of this MoU. Any cost associated with the execution of the objectives of this MOU, if any, shall be mutually discussed and agreed to between the parties in a definitive agreement, prior to carrying out the activity.

Term and Termination: The term of this MoU shall be for a period of FIVE YEARS from the date of execution, unless terminated earlier by a written notice of thirty (30) days by a Party seeking such termination to the other Party, hereto. However, all commitments and obligations till the date of termination will be honored by both the parties.

Neither party shall assign or transfer the privileges and obligations under this MOU without the prior written consent of the other party.

Governing Law: This MoU shall be governed by and shall be construed in accordance with the laws of India and the competent Courts in New Delhi, India shall have the exclusive interpretational, injunctive and supervisory jurisdiction over the disputes arising out of this MoU.

Dispute Resolution: Any dispute or difference arising out of or relating to or touching upon this MoU shall be amicably settled by discussion between the authorized representatives of Parties, failing which such dispute or difference shall be placed before the Chairman, AICTE and the Head of the opposite party.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on this day of 12th April, 2023 at New Delhi.

For and on behalf of AICTE, New Delhi
Prof. Rajive Kumar,
Member Secretary

For and on behalf of Name of HHYPL
Mr. Karun Kad,
Director

Witnesses: