MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU")
is made and entered into on July 15, 2026 ("Effective Date") by and between:

PARTIES

A. **JANSONS SCHOOL OF BUSINESS (JSB)** is an Autonomous Stand-alone Business School incorporated in India with an address at Jansons School of Business, Karumathampatti, Coimbatore, Tamil Nadu - 641 659.

B. **VGM Hospital** is located 2100, VGM Hospital bus stop, Trichy Road, Singanallur, Coimbatore, Tamil Nadu.

The parties above are from now on referred to individually as the "Party" and collectively as the "Parties".

RECITAL

(1) Jansons School of Business is committed to providing a learning environment of high order to students in business management and transforming them to be competent professionals with excellent ethical business acumen.

(2) VGM Hospital, Coimbatore, a reputed healthcare institution engaged in providing quality medical services, hereinafter referred to as "VGM Hospital".

(3) The Parties are desirous to collaborate and cooperate through the integration of modern hospital administration techniques, patient-centric care approaches, and efficient healthcare processes. This collaboration aims to strengthen academia–healthcare industry knowledge exchange and create joint opportunities in student internships, research initiatives, and healthcare entrepreneurship. The collaboration will further include academic and professional development activities such as hospital visits, training programs for hospital staff, guest lectures by healthcare practitioners, seminars, and webinars. In addition, VGM Hospital may extend concessional healthcare services to students and staff of JSB, as mutually agreed. By leveraging JSB's expertise in management education and VGM Hospital's experience in healthcare delivery, this partnership seeks to generate outcomes of mutual benefit, improved healthcare practices, and meaningful societal impact.

(4) The Parties intend to set out their understandings and the agreed principles of collaboration pertaining to the common interest(s) in this MoU.

1. Scope and Objectives

1.1 The Parties hereby agree to collaborate and cooperate in the areas of healthcare awareness, student welfare, and academic–hospital engagement, with the following key objectives:

(a) To provide concessional healthcare services for students and staff of JSB at VGM Hospital, as per mutually agreed terms;

(b) To organize health awareness programs and guest talks by medical professionals on topics related to physical and mental well-being;

(c) To conduct medical camps and blood donation drives on the JSB campus to promote preventive healthcare and social responsibility;

(d) To facilitate hospital visits for students to gain practical exposure to hospital administration and healthcare operations;

(e) To offer internship opportunities for students in areas related to hospital management, administration, and allied functions;

(f) To design and deliver Management Development Programs (MDPs) and training sessions for hospital staff in areas such as management practices, communication, leadership, and operational efficiency;

(g) To promote knowledge sharing and collaboration between academia and the healthcare sector;

(h) Any other activities consistent with, necessary for, and/or incidental to the above, as may be mutually agreed upon in writing by the Parties from time to time.

2. Roles of the Parties

2.1 The Parties undertake to each other that:

(a) Each Party shall identify and nominate students, faculty, or staff to participate in the agreed activities;

(b) VGM Hospital shall provide necessary medical expertise, resource persons, and support for health talks, camps, and training programs;

(c) VGM Hospital shall facilitate internships, hospital visits, and practical exposure, and assign qualified mentors/supervisors to participating students;

(d) JSB shall coordinate and organize campus-based activities such as health camps, blood donation drives, and academic events;

(e) JSB shall provide necessary infrastructure and logistical support for conducting programs within the campus;

(f) Both Parties shall collaborate in the design and delivery of MDPs, training programs, and knowledge-sharing initiatives;

(g) Both Parties shall ensure the exchange of knowledge, best practices, and professional expertise for mutual benefit;

(h) Each Party shall, to the extent permitted by law, acknowledge and recognize the contributions and participation of students, faculty, and professionals involved;

(i) Both Parties shall use their best efforts to effectively implement and sustain all agreed collaborative activities.

3 Financial Arrangement

3.1 This MoU will not give rise to any financial obligation by one Party to the other. Each Party will bear its own costs and expenses in connection with the implementation and participation in the Project's activities.

4. Term

4.1 This MoU shall take effect upon the date of signing and shall remain in effect for two (2) years and/or within a period as may be mutually agreed between the Parties, whichever is later ("Term"). Either Party may terminate this MoU with at least three (3) months' written notice to the other Party.

4.2 At the end of the Term, either Party may renew this MoU for a further period upon the mutual consent of the other Party (which may not be unreasonably withheld) by issuance to the other Party of a three (3) months' prior written notice signifying its intention to renew.

5. Confidentiality

5.1 Each Party agrees to maintain private and confidential and all information obtained from the other, both pursuant to this MoU and prior to and in contemplation of it, and all other information that it may acquire from the other in the course of the Project, to use the same exclusively for the purposes of the Project, and to disclose the same only to those of its employees, researchers and/or students (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this MoU.

5.2 No Party shall publish or otherwise make public the contents of this MoU and any information made available to each other pursuant to this MoU and/or the Project without the prior written consent of the other Party.

5.3 Neither Party shall use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.

6. Intellectual Property

6.1 For the purpose of this MoU:

"Intellectual Property" means the collective intellectual property rights now held or thereafter created or acquired by a Party, arising under the laws of any state, country or jurisdiction, for: (i) all classes and types of patents, including but not limited to utility models, utility patents and design patents, patent applications and disclosures; (ii) all copyrights and moral rights in both published and unpublished works and all registrations and applications thereof; (iii) all mask works and all registrations and applications thereof; and (iv) all Inventions, rights in know-how, trade secrets, and confidential, technical and non-technical information; (v) trademarks, trade names, service marks, trade dress or other forms of corporate or product identification whether or not registered; and (vi) any and all similar or equivalent rights throughout the world.

6.2 This MoU does not affect the ownership of any Intellectual Property of the Party. No license to use any Intellectual Property is granted or implied by this MOU.

6.3 Intellectual Property developed solely by a Party shall remain the property of that Party. Intellectual Property developed jointly by both Parties shall be jointly owned, unless otherwise agreed in writing. Student projects shall remain the property of JSB/students, with usage rights granted to VGM Hospital for academic and non-commercial purposes.

6.4 The Parties agree to sign an agreement in the event that there is an Intellectual Property matter that arises from the activities of the Project such as contract research, jointly/externally funded research projects, and commitments required.

6.5 Neither Party shall use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.

7. Publication

7.1 JSB agrees that VGM Hospital may use and publish any academic knowledge findings or information in connection with and/or derived from the activities of the Project, provided that:

7.1.1 VGM Hospital shall notify JSB not less than thirty (30) working days, together with a copy of any publication to be made; and

7.1.2 VGM Hospital shall acknowledge JSB as a contributor (if applicable) in such publication.

7.2 Neither Party shall be entitled to make or permit or authorise the making of any press release nor other public statements or disclosure concerning this MoU or any of the transactions contemplated in it without the prior consent of the other Party.

8. Termination

8.1 Either Party may terminate this MoU with immediate effect by giving notice to the other Party if:

8.1.1 The other Party commits a material or persistent breach of any provision of this MoU, and (if it is capable of remedy) the breach has not been remedied within thirty (30) days after receipt of written notice specifying the breach and requiring its remedy; or

8.1.2 The other Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors.

8.2 Clauses 5, 6, and 7 will survive the expiry of the Term or the termination of this MoU for any reason and will continue indefinitely.

9. General

9.1 Notices: Any notice to be given under this MoU must be in writing, may be delivered to the other Party or Parties by any of the methods set out in the left- hand column below, and will be deemed to be received on the corresponding day set out in the right-hand column:

Method of service	Deemed day of receipt
By hand or courier	the day of delivery
By prepaid registered post	five (5) Business Days after posting
By recorded delivery post	the next Business Day after posting

The Parties' respective representatives for the receipt of notices are, until changed by notice given by this clause, as follows:

For JSB:

Address: **Jansons School of Business**
Karumathampatti, Coimbatore
Tamil Nadu - 641659

Attention: Dr J J Savithri, Professor - JSB

Email: savithri@jsb.ac.in

For VGM:

Address: **VGM Hospital**
No.2100, VGM Hospital Bus Stop
Trichy Road, Singanallur
Coimbatore, Tamil Nadu – 641 005

Attention: Dr.Suman CPS - Consultant Orthopaedic Surgeon

Email: cpssuman@yahoo.co.in,

9.2 **Headings**: The headings in this MoU are for ease of reference only; they do not affect its construction or interpretation.

9.3 **No agency**: Nothing in this MoU creates, implies, or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment or to incur any liability on behalf of the other.

9.4 **Amendments**: No variation or amendment of this MoU will be effective unless it is made in writing and signed by each Party's representative.

9.5 **Governing law**: This MoU is governed by, and is to be construed in accordance with, the laws of India.

9.6 **Binding Effect**: This MoU sets forth the mutual understandings between the Parties, and provisions contained herein (save for Clauses 5, 6, and 7) shall have no binding effect towards the Parties in any manner whatsoever.

9.7 **Data Protection**: Both Parties shall comply with applicable data protection laws in relation to any personal data processed under this MoU, including the Digital Personal Data Protection Act, 2023 of India. Each Party shall take reasonable measures to safeguard personal data and shall be responsible for its own compliance with such laws.

9.8 **Indemnity**: Either Party shall indemnify and save harmless the other Party against all forms of liability(ies) incurred and/or any claims, penalty or costs of whatsoever nature made against the other Party by any third party(ies) as a result of any act, omission or under this MoU, any law and/or negligence on the part of the other Party.

9.9 **Dispute Resolution:**

9.9.1 If the Parties are unable to reach an agreement on any issue concerning this MoU or the Project within fourteen (14) days after one Party has notified the other of that issue, they will refer the matter to the director(s) and/or the Chief Executive Officer of each of the Parties in an attempt to resolve the issue within fourteen (14) days after the referral.

9.9.2 Notwithstanding the foregoing, any dispute arising hereunder with respect to the creation, ownership validity, enforceability, or other aspect of any Intellectual Property rights of any of the Parties herein will be resolved by a court of competent jurisdiction.

9.10 **Counterparts**: This MoU may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

9.11 **Environmental Social Governance**: Parties represents that it is in full compliance with the national laws with respect to (i) human rights, (ii) embargoes, arms and drug trafficking and terrorism, (iii) the health and safety of employees and third parties; (v) environmental protection; (vii) corruption and bribery, fraud, influence peddling; and (viii) anti-money laundering measures.

9.12 **Student Safety and Conduct:** VGM Hospital shall ensure a safe and supervised environment for students during hospital visits and internships. Students shall not be involved in any clinical procedures or activities involving direct patient care. JSB shall ensure that students adhere to institutional discipline and ethical standards.

WITNESS WHEREOF, the Parties hereto set their hands the day and year above written.

SIGNED for and on behalf of
VGM HOSPITAL

Name: Dr. V G Mohan Prasad

Position: Chairman

Signature: 

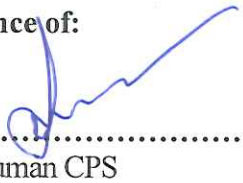
SIGNED for and on behalf of
JANSONS SCHOOL OF BUSINESS

Name: Dr A G V Narayanan

Position: Director

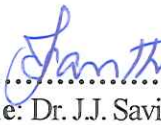
Signature: 

In the presence of:



.....
Name: Dr. Suman CPS
Designation: Orthopaedic Surgeon

In the presence of:



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Name: Dr. J.J. Savithri
Designation: Professor

ANNEXURE - A

COMMERCIAL CONSIDERATION

S.No	Programme Type	Description
1	**Fee for Internship**	• The Hospital shall provide internship opportunities to students of the Institution as mutually agreed. • A fee of ₹ 2,000 per student per month shall be payable towards the internship. • The mode of payment, schedule, and other administrative details shall be mutually decided and communicated prior to the commencement of the internship. • Any variation in the fee structure, if required, shall be subject to mutual consent in writing between both parties
2	**Management Development Programmes**	• The Institution shall design and deliver Management Development Programmes (MDPs) tailored to the requirements of the Hospital. • The fee for such programmes shall be determined based on factors including, but not limited to: ✓ Number of participants ✓ Duration of the programme ✓ Nature and level of the programme (basic/ advanced /customised) ✓ Resource persons and materials involved • The detailed fee structure for each MDP shall be communicated in advance and agreed upon by both parties prior to the conduct of the programme. • Any additional costs, including logistics, travel, or specialised resources, shall be mutually discussed and finalised on a case-by-case basis.