



AMALTAS Institute of Medical Sciences

(Unit of Amaltas Educational Welfare Society)



NABL Certificate No. MC-3448
NABH Certificate No. PEH-2019-0966

Memorandum of Undertaking

Between

Malwanchal University, Indore

And

Amaltas Institute of Medical Sciences, Dewas

This Memorandum of Understanding (MOU) Sets for the terms and understanding between the Registrar, Malwanchal University, Indore and the Dean, Amaltas Institute of Medical Science, Dewas.

Background – Malwanchal University, indore (Index Medical College Hospital & Research Centre) specializes in IVF, Dialysis and Drug de-addiction centre care since ten years approximately and has established itself as consultant in this field . After through marker survey by Amaltas Institute of Medical Science , it has been concluded that Index Medical College Hospital & Research Centre is the best possible option as consultancy for IVF, Dialysis and Drug de-addiction centre.

Purpose – To seek guidance in establishing world class IVF, Dialysis and Drug de-addiction centre at the earliest. Hiring best and experienced minds in this field so that time and money can be saved along with setting up best state of the art setup.

Funding – The total consultancy charges will be Rs. 1473000/- which will be paid by Amaltas Institute of Medical Sciences, Dewas To Malwanchal University, Indore(Index Medical College Hospital & Research Centre) in three installments.

Duration – This MOU will be into effect from the data when both the parties Amaltas Institute of Medical Sciences, Dewas To Malwanchal University, Indore(Index Medical College Hospital & Research Centre) sign the official document. The MOU is for twelve months. In case of any amendment or alteration of any terms and conditions mentioned in the MOU or termination of the MOU, it has to be in mutual consent with both parties only or else the MOU shall end on the specified date.

In witness thereof, the parties have offered their signatures here to –

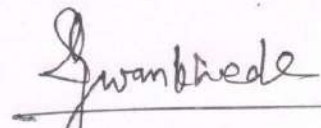


Registrar
Malwanchal University
Indore (MP)

Date- 03 Jan 2022

Place - Indore





Dean

Amaltas Institute of Medical Science,
Dewas (M.P.)



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered at Amaltas Institute of medical sciences, Dewas this day of 1 nov 2018 to 31 oct 2019 for clinical training and Academics .

BETWEEN

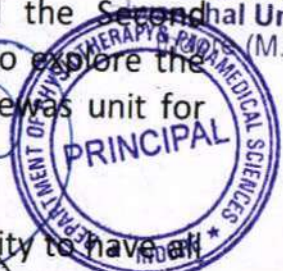
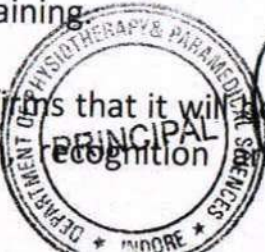
~~Index Department of Physiotherapy and Paramedical Sciences, Malwanchal University Indore (herein after referred to as, "IDOPT" which expression shall, unless it be repugnant to the subject, context and meaning include its present office bearers, executors, successor trustees, permitted transferees and legal administrators and assignees) of the First Part.~~

AND

Amaltas Institute of medical sciences, Dewas, registered under the "Mayank Welfare Society, Indore" of the Second Part.

WHEREAS

1. The First Party is a Physiotherapy and Paramedical Sciences College at Morodhat, Indore, Being a Constituent unit of Index Medical College Hospital Research Center, Malwanchal University (Private University)
2. The Second Party is widely recognized as the pioneer of private healthcare in Dewas (M.P.), and running hospital under name and style of Amaltas Hospital. The hospital has emerged as the foremost integrated healthcare provider in Dewas (M.P.), with other Constituent units that specialize in Medical, Pharmacy, Physiotherapy and Nursing.
3. The First Party is desirous of availing the Training and Internship support at the Hospital of the Second Party for training of its Physiotherapist, Lab Technician; hence approached the ^{Registrar} ~~Second~~ Malwanchal University (M.P.) Party to allow their students of Paramedical Course to explore the clinical hospital beds facilities at Amaltas Hospital, Dewas unit for providing clinical training.
4. The First Party confirms that it will be their responsibility to have all statutory affiliation, recognition and certification from all apex



bodies including the M.P. Paramedical Council, State Government and as may be required from time to time as well as recruit Tutors, Teachers and other teaching, technical and administrative staff of their own College of Paramedical and create all other facilities to provide academic training of the required curriculum programme at their own premises.

5. The Second Party has agreed to allow the students of Nursing School/college of the First Party to come to the hospital and get themselves trained using clinical facilities with the help of existing nursing staff of Hospital, for gaining needed Clinical Training and Experience.
6. The parties have thus entered into this Agreement on the terms as recorded hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

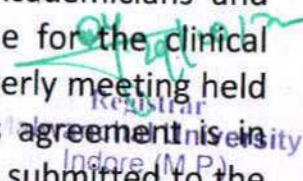
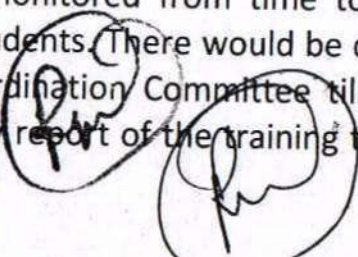
1. The First Party shall be responsible for procurement and maintenance of affiliation and recognition from University, State Paramedical Council, authorities including State Government as may be required from time to time: wherein the Second Party will not be responsible or will not be liable for any de-recognition of the First Party.
2. The First Party shall notify the Second Party in writing in advance, i.e. 15 days before proposed training schedule, about the schedules, time tables and training related activities including clinical examination etc. The Second Party will provide training to the Students of the First Party at Index Department of Physiotherapy and Paramedical Sciences, Malwanchal University Indore.
3. The First Party shall be responsible to inform the Second Party in case of any changes in decisions concerning training activities-such as change in the schedules etc.
4. The First Party agrees to post/depute the students continuously for a period of three (3) months in each academic year.

5. The Second Party agrees to permit/allow prospective students to undergo training in all departments of the Hospital.



Signature
Registrar
Malwanchal University
Indore (M.P.)

6. The Second Party will not be responsible for the payment of any Stipend, Incentives or compensations to the students of the First Party. The Parties hereto agrees that students of the First Party in any way shall not be considered as staff, employee or officer of Second Party. By entering into this Agreement no relationship of employer and employee is deemed to be established between the Second Party and students of the First Party.
7. This Memorandum of Understanding shall not create and shall not be deemed to have created a joint venture, a partnership, a principal-agent relationship or any other business organization or entity. Nothing herein shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any obligation, or represent to any third party that it has any right to enter into any binding obligation on the other party's behalf. Each Party shall execute its obligations or duties hereunder at its own expense without recourse to the other Party.
8. The Second Party will not be responsible for any accident, hazards if any happen to the First Party's Students at the hospital site. Both Parties hereto agree to indemnify each other in case of any accident, hazards to the interns at hospital site.
9. The Second Party reserves its right to alter, reject or change the clinical (practical) training time tables and schedules, to safeguard the interest of the patients, its own training activities, programmes, events etc. or without assignment of any reason whatsoever in any unforeseeable circumstances.
10. Students of the First Party shall be strictly bound to follow rules, regulation and policies enforced from time to time by the Second Party. First Party will submit the attendance record/ Physical Record of training on monthly basis to the Second Party.
11. Both the parties accepted to constitute a Steering Co-ordination Committee with due representation of Senior Academicians and Practitioners to be monitored from time to time for the clinical training of the students. There would be quarterly meeting held of the steering Co-ordination Committee till this agreement is in force. The periodic report of the training to be submitted to the



Unit Head of the Hospital by the Committee.

12. The First Party shall appoint qualified clinical instructor/tutor exclusively for students, who will monitor them during the training period. He/She will monitor attendance, training & also take all responsibilities of students. He/She will be present in the patient area with the students at the time of training period going as per the shift schedule decided respectively. In addition to that Principal of the college will also supervise activity of Trainee /Students.
13. After completion of training, if required their evaluation would be done by the hospital. If the results are found poor, those students will be considered for extended training for some days as decided by the Second Party.
14. The First Party shall be responsible to provide I-Card and Uniform to their students and staff members to allow them entry into the premises of the Second Party.
15. The existing nursing staff of the Second Party will support student of the First Party in clinical training and experience. The Staff of Second Party will cooperate fully to the students in Clinical training. The Second Party shall not be responsible to recruit any special staff to support any clinical training to the Students.
16. First Party will not do any such activities/ programs /claim such thing which will bring disrepute/bad name to Second Party & attached institutions.
17. The MOU will not give any right temporary or perpetual on any moveable/immovable / intellectual assets/facilities or any other objects of Second party to First party by virtue of this agreement.
18. This Memorandum of Understanding will remain in force initially for period of three (03) years from 1st September 2018 to 1st September 2021. It will automatically expire on 13th September 2024 unless renewed for a further period of 3 years. Either Party may cancel/terminate this MOU without assigning any reasons by giving one month notice in writing to the Other Party. Without prejudice, The Second Party reserves its right to cancel /terminate this MOU in the event it is found that First Party or any of its students have acted





contrary to the obligations contained in this MOU. The decision of the Second Party in such cases shall be final.

19. No modification, variation, waiver or amendment of any term & condition of this MoU shall be effective unless and until it shall be reduced to writing and signed by both the parties.
20. The Parties agree that the terms and conditions of this Memorandum of Understanding are confidential and shall not be disclosed to any third party without prior written consent from the non-disclosing party, unless law requires such disclosure.

For,
Malwanchal University
Index Department of Physiotherapy and Paramedical Sciences, Indore

Dr. Reshma Khurana
Principal, Paramedical Courses

For, 
Amal College, Dewas

Mrs. Sneha For, 
WITNESS:

Name:

Signature

Name:

Signature




Registrar
Malwanchal University
Indore (M.P.)



Master Service Agreement

This Master Service Agreement is entered on this day of, ("31-AUG-2022") by and

BETWEEN

Canvass Clinical research Services Pvt. Ltd (CCRSPL), (here in after referred to as "SMO") having its registered office at Keshav Imperial, B wing, 3rd Floor, 303, Opposite Shani Mandir, Sitabuldi, Nagpur-440020, Maharashtra, India

AND

Index Medical College Hospital and Research Centre (here in after referred to as "Investigator") with offices at Index City, NH-59A, Nemawar Road, Dist-Indore-452016 (M.P.)

(Here in after referred to as "Site")

WHEREAS, Index Medical College Hospital and Research Centre (in a practice of providing health care) a health care practice and/or research site conducting clinical trials ("Studies") and desires to obtain the services of Canvass Clinical Research Services Pvt. Ltd in obtaining and managing new studies conducted by sponsors and Contract Research Organization (CRO's) for SITE;

WHEREAS, Canvass Clinical Research Services Pvt. Ltd, a Site Management Organization (SMO) is in the business of obtaining and managing studies conducted by sponsors and Contract Research Organization (CRO's) for investigators and investigator sites.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here to as follows:

A. Distribution Of Remuneration between CCRSPL & Index Medical College Hospital and Research Centre

1. Canvass Clinical Research Services Pvt. Ltd shall obtain new studies for Index Medical College Hospital and Research Centre from sponsors and Contract Research Organizations (CRO's) in medical specialty per information provided in the investigative profile and demographics submitted to Canvass Clinical Research Services Pvt. Ltd on an ongoing basis.
2. For Mentioned project's requirement CCRSPL Provides their CRC's for the Project management till completion of project's. CCRSPL CRC's should not be involved any hospital related work other then delegated clinical trial or nor involved for other SMO/CRO related work which has not association with CCRSPL.
3. CCRSPL is responsible for the payment of CRC's for their delegated clinical trial.
4. CCRSPL will manage Project management from feasibility to archival of the mentioned clinical trial.
5. CCRSPL provides any study specific equipment require during the conduct of clinical trial. Hospital should have Deep freezer, Freezer, Centrifuge, weighing machine, height chart, desktop, Printer during the site selection visit. As per the trial requirement CCRSPL should also provide equipment's which would be procure back after close out.

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B-303, Keshav Imperial, Opposite Shani Mandir, Sitabuldi, Nagpur 440012, Maharashtra, India.





- CCRSPL has the rights to take decision about this equipment Institute/Hospital should be responsible for arranging printer, internet connection.
6. CCRSPL Procure all the mentioned equipment's for the investigator site after completion of projects. Till the completion of the projects CCRSPL will take care of these equipment's & equipment's belong to the CCRSPL.
 7. In any case trial is not completed or terminated by sponsor or CRO or the site is not capable to enroll a single patient in the mentioned projects then CCRSPL has rights to decide about the equipment provided by CCRSPL.
 8. CCRSPL should not share start up amount with PI & Institute/Hospital. All CTA related discussion was done by CCRSPL Head.
 9. CCRSPL should responsible for only study related stationary & coordinate with CRC appointed by CCRSPL.

B. Term of Agreement

The term of this agreement shall be for a period of 1 Year from 31-AUG-2022 to 30-AUG-2023.

C. Relationship of the Parties

1. Index Medical College Hospital and Research Centre and CCRSPL are independent parties. Both parties agree that their relationship is that of an independent contractor not employer and employee.
2. Neither party shall have express or implies rights not did authority to assume or create any obligation or responsibility on behalf of or in the name of other party by reason of this agreement, except as provided in this agreement.
3. It is understood that Index Medical College Hospital and Research Centre and CCRSPL shall exercise no control over the activities and operations of each other.
4. Index Medical College Hospital and Research Centre shall communicate all relevant aspects of the Clinical Trial to the parties intending to participate in the trial or their lawful representatives and shall obtain voluntary signed written informed consent form all prospective patients prior to start of any study related procedure.
5. Index Medical College Hospital and Research Centre shall also be responsible for supporting sponsor/ Clinical Research Organization in resolving any technical issues encountered during the performance of clinical trial.
6. It is further agreed between Index Medical College Hospital and Research Centre and CCRSPL that shall strictly adhere to the privacy laws, regulations and other standards.

D. NDCT 19 and ICH GCP Compliance

1. Index Medical College Hospital and Research Centre agrees to comply with all requirements of International Conference of Harmonization Good Clinical Practices (ICH-GCP) and NDCT19 and all future national and international regulations, requirements writing promulgated there-under.

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E. Confidentiality

- The parties here to recognize and agree that due to the complex and competitive nature of business, the confidentiality of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party and confidential information and all information and information related to work or the business of either party without the written consent of either party. A Canvass Clinical Research Services Pvt. Ltd agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any information of any reason whatsoever, without the prior written consent of Index Medical College Hospital and Research Centre in each instance, provided that the following disclosures and use shall be permitted hereunder:
 - Information may be furnished to any licensing authority or government agency;
 - Information may be supplied pursuant to legal process; and
 - Information may be reviewed by Canvass Clinical Research Services Pvt. Ltd accountants and professional advisers.
- Index Medical College Hospital and Research Centre shall not disclose to any third party any and all information about new studies received from Canvass Clinical Research Services Pvt. Ltd.

F. Indemnification

- Index Medical College Hospital and Research Centre shall indemnify and hold harmless Canvass Clinical Research Services Pvt. Ltd against all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by. Index Medical College Hospital and Research Centre, its agents, directors or employees.
- Canvass Clinical Research Services Pvt. Ltd shall indemnify and hold harmless Index Medical College Hospital and Research Centre against any or all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by Canvass Clinical Research Services Pvt. Ltd, its agents, directors or employees.

In no event will either party be required to indemnify or hold harmless the other for the other's negligence or gross negligence.

G. Archival of Study Documents:

It is understood that after the completion of the study at site, the study documents shall be archived at site for the duration of period as per the requirement of ICH-GCP , NDCT 19 and as per sponsor requirement. Canvass Clinical Research Services Pvt. Ltd shall coordinate with institute /hospital for archival of these study documents& will charge the reimbursement for the mentioned activity from the sponsors.

H. Governing Law:

This agreement shall be governed by and construed in accordance with the laws of the State of Maharashtra, India.

I. Arbitration:





It is agreed between Index Medical College Hospital and Research Centre and Canvass Clinical Research Services Pvt. Ltd, if any dispute arises out of this agreement between the parties, the same shall be referred to the arbitrator and Index Medical College Hospital and Research Centre and Canvass Clinical Research Services Pvt. Ltd shall suggest the name of the arbitrator and the dispute shall be referred to the said arbitrator and the decision of the arbitrator shall be binding on both the parties.

It is also agreed between the Index Medical College Hospital and Research Centre and Canvass Clinical Research Services Pvt. Ltd that, the provision of Arbitrator and Conciliation Act 1996 shall be applicable.

It is further agreed between the Index Medical College Hospital and Research Centre and Canvass Clinical Research Services Pvt. Ltd that, the Indore Court will have jurisdiction for the disputes arising between the parties.

APPENDIX – 1

Appendix 1 to the Master Services Agreement made between

Canvass Clinical research Services Pvt. Ltd, (hereinafter referred to as "SMO") having its registered office at
Keshav Imperial, B wing, 3rd Floor, 303, Opposite Shani Mandir, Sitabuldi, Nagpur-440020, Maharashtra, India

And

Index Medical College Hospital and Research Centre (hereinafter referred to as "Investigator") with offices at Index City, NH-59A, Nemawar Road, Dist-Indore-452016(M.P.)
(here in after referred to as "Site")

In consideration of the provision of "Services" by Canvass Clinical research Services Pvt. Ltd agrees to compensate Index Medical College Hospital and Research Centre with a professional fee equivalent to 60% of the study grant (excluding Site expenses). Also 10% overhead to hospital as given account details by hospital within 30 calendar days of receiver of payment.

Requirement fulfilled by Canvass Clinical research Services Pvt. Ltd, the SMO

1. Canvass Clinical Research Services Pvt. Ltd shall obtain new studies for Index Medical College Hospital and Research Centre from sponsors and Contract Research Organizations (CRO's) in medical specialty per information provided in the investigative profile and demographics submitted to Canvass Clinical Research Services Pvt. Ltd on an ongoing basis.
2. For Mentioned project's requirement CCRSPL Provides their CRC's for the Project management till completion of project's. CCRSPL is responsible for the payment of CRC's for their delegated clinical trial. CCRSPL CRC's should not be involved any hospital related work other then delegated clinical trial or nor involved for other SMO/CRO related work which has not association with CCRSPL. CRC's will follow all the rules and regulations of the hospital and for any misconduct hospital has the right to take decision accordingly.
3. Canvass Clinical research Services Pvt. Ltd will assist to understand the ethical aspects of study and to comply with ethical guidelines and regulatory requirements.

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4. Canvass Clinical research Services Pvt. Ltd will conduct internal monitoring and Quality Assurance-Quality Control visit for ongoing clinical studies in regular basis.
5. Canvass Clinical research Services Pvt. Ltd will assist, guide and make Index Medical College Hospital and Research Centre aware about the requirements of Sponsors and CROs.
6. Canvass Clinical research Services Pvt. Ltd will co-ordinate to prepare Index Medical College Hospital and Research Centre for Audits and inspections and CAPA related activities.
7. Canvass Clinical research Services Pvt. Ltd will coordinate for archival of mentioned study documents as per the guidelines followed by India.

Requirements to be fulfilled by for each clinical study by Index Medical College Hospital and Research Centre

1. Index Medical College Hospital and Research Centre will conduct the study in compliance with approved protocol, global and local clinical research guidelines and all applicable regulatory requirements.
2. Index Medical College Hospital and Research Centre will also fulfill the study specific requirements of Sponsor and CRO necessary to conduct the clinical study.

The requirement of accessories may vary from trial to trial which will be provided by sponsor or it will reimbursed by sponsor of the study.

For Hospital Dean

Signature

Printed Name: Dr. G.S.Patel

Title: Hospital Dean

Date

31/8/22

Dean
Index Medical College,
Hospital & R.C., INDORE

For SMO

Signature



Printed Name :MS.Vijaya Bhakte

Title: Managing Director CCRSPL

Date 31-Aug-2022

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