

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered at Amaltas Institute of medical sciences, Dewas this day of 1 nov 2017 to 31 oct 2018 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 Second 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 ~~statutory affiliation~~ ~~recognition~~ ~~and certification~~ ~~from all apex~~ ~~Registrar~~ ~~Malwanchal University~~ ~~Indore (M.P.)~~ their responsibility to have all



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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.

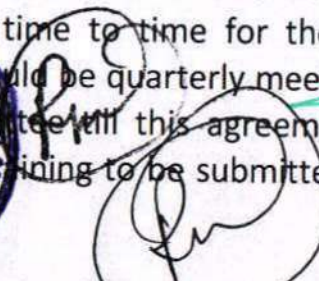
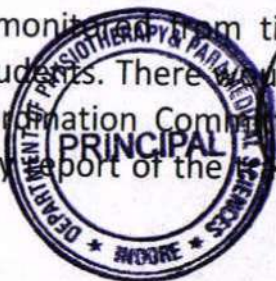
NOW THIS AGREEMENT WITNESSETH AS UNDER:

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 hereby permit/allow prospective students to undergo training in all departments of the Hospital.




Registrar
Malwanchal University
Indore (M.P.)

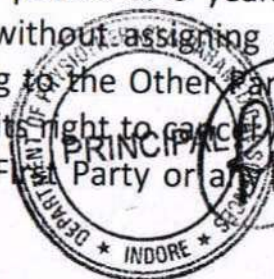
6. The Second Party will not be responsible for the payment of any Stipend, Incentives or compensations to the students of the First Party. The Parties hereto agrees that students of the First Party in any way shall not be considered as staff, employee or officer of Second Party. By entering into this 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 nursing students. There shall be quarterly meeting held of the Steering Co-ordination Committee till this agreement is in force. The periodically report of the training to be submitted to the



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Registrar
Indore University
Indore (M.P.)

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




Signature
Principal
Jawahar University
(M.P.)

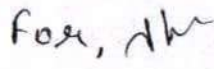
contrary to the obligations contained in this MOU. The decision of the Second Party in such cases shall be final.

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.)