

महाराष्ट्र MAHARASHTRA

2023

09 JAN 2024

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered at Navi Mumbai on 18th Day of January, 2024.

BETWEEN

St. Wilfred Education Society has established a number of Institutions in Panvel, Navi Mumbai among that is Chhatrapati Shivaji Maharaj College of Nursing (herein after referred to as CSMCON which expression shall, unless it be repugnant to the subject & context.

AND

Apollo Hospitals Enterprise Limited, registered under the Companies Act, 1956 having CIN 10TN1979PLC008035 and having its registered office at 19 Bishop Gardens RA Puram Chennai TN 600028, India, (hereinafter referred to as "AHEL" which expression shall, unless the part otherwise admits, include its present office bearers, executors, successors and assignees) of the Second Part.

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WHEREAS

1. The First Party is a Nursing college at Panvel, Navi Mumbai, being a constituent unit of St. Wilfred Education Society
2. The Second Party is widely recognized as the pioneer of private healthcare in India, and was the Country's first corporate hospital and is engaged in the business of running super specialty-hospitals under name and style of Apollo Hospitals and having its Units all over India and Abroad". A forerunner in integrated healthcare, Apollo has a robust presence across the healthcare spectrum. The Group has emerged as the foremost integrated healthcare provider in Asia, with mature group companies that specialize in insurance, pharmacy, consultancy, clinics and many such key touch points of the ecosystem.
3. The First Party is desirous of availing the Training and Internship support at the Hospital of the Second Party at CBD Belapur, Navi Mumbai for training of its nurses; hence approach the Second Party to allow to their students of Nursing College to explore the clinical hospital facilities at Apollo Hospitals Enterprise Limited, Navi Mumbai 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 Maharashtra Nursing Council, Indian Nursing Council, State Government and legal authorities 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 Nursing and create all their 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 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 WITNESSTH AS UNDER:

1. The First Party be the responsible for procurement and maintenance of affiliation and recognition from University, State Nursing Council, Indian Nursing Council and other legal authorities including State Government as may be required from time to time: wherein 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 advance in writing i.e 15 days before proposed training schedule, about the schedules, timetables and training related activities including the clinical examination etc. The Second Party will provide training to the Students of the First Party at Apollo Hospitals Enterprise Limited, Navi Mumbai.
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 Second Party agrees to permit/allow prospective students to undergo training in all departments of the Hospital.

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5. 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 establish between the Second Party and students of the First Party.

6. 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 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 the 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.

7. 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 identify each other in case of accident, hazards to the interns at hospital site.

8. 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.

9. 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 monthly basis to the Second Party.

10. Both the parties accept 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 would 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 Unit Head of the Hospital by the Committee.

11. 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 the Principle of college will also supervise activity of Trainee/Students.

12. After completion of training, if required their feedback will be taken from hospital. If the results are found poor, these students will be counseled by the college.

13. 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.

14. 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 with 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.

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15. First Party will not do any such activities/ programs / claim such thing which will bring disrepute/bad name to Second Party and attached institutions.

16. The MOU will not give any right temporary or perpetual on any movable/immovable/intellectual assets/facilities or any other objects of Second Party to First Party by virtue of this agreement.

17. Research Collaborations – Both Institutions will encourage research collaborations in areas of mutual interest.

18. This Memorandum of Understanding will remain in force initially for period of five (05) years from January 18, 2024 till January 17, 2029. It will automatically expire on January 18, 2029 unless renewed for the further period of 5 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 Memorandum of Understanding 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. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India and its courts at Mumbai shall have exclusive jurisdiction to try and entertain the matters arising here from.

20. 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 thereto i.e., Director of the First Party and the Unit Head of The Apollo Hospitals Enterprise Limited, Navi Mumbai, as Second Party.

21. 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.

22. Any notice, request consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed duly given:

(i) when delivered by hand, or

(ii) three days after being given to an express courier of repute, or

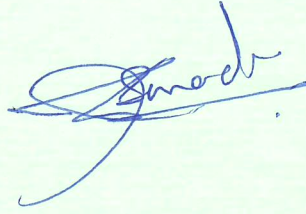
(in) when sent by confirmed facsimile; or and when sent electronic mail, address as follows:

23. Any provision of This Memorandum of Understanding which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof.

24. This Memorandum of Understanding shall be executed in two counterparts by the Parties. Each counterpart when executed shall be deemed an original of this MOU and both counterparts shall constitute but one and the same MOU.

The Principal

Chhatrapati Shivaji Maharaj
College of Nursing
92A/1, Old Mumbai-Pune Highway,
Near Shedung Toll Plaza,
Shedung, Panvel, Navi Mumbai,
Maharashtra-410221.



The Unit Head,

Apollo Hospitals- Navi Mumbai
Plot #13, Parsik Hill Road, Off Uran Road,
Sector 23 CBD Belapur, Navi Mumbai,
Maharashtra 400614.

