

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered at Navi Mumbai on 1st March 2022 and valid up to 28th February 2024

BETWEEN

ITM Institute of Health Science College of Nursing, New Panvel a constituent unit of ITM Group of Institutions having its campus at Plot No. 11, Sector 12, Near Ayappa Temple, New Panvel (E), Navi Mumbai, Raigad District (herein after referred to as "**ITM-IHS**", which expression shall, unless it be repugnant to the subject, context and meaning thereof be deemed to mean and include its present office bearers, executors, successor trustees, permitted transferees and legal administrators and assignees) of the First Part.

AND

Apollo Hospitals Enterprise Limited, registered under the Companies Act, 1956 having CIN L85110TN1979PLC008035 and having its registered office at 19 Bishop Gardens R A Puram Chennai TN 600028 India, (herein after referred to as "**AHEL**", which expression shall, unless the counterpart otherwise admits, include its present office bearers, executors, successors and assignees) of the Second Part.

WHEREAS

1. The First Party is a Nursing college at New Panvel under the recognition from Maharashtra University of Health Sciences (MUHS), Indian Nursing Council, Maharashtra Nursing Council, & Maharashtra State Government.
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 speciality 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 for training of its nurses; hence approached the Second Party to allow their students of Nursing College to explore the clinical hospital beds 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 *Maharashtra University of Health Sciences, Nashik*, 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 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 Nursing Council, Indian Nursing Council and other legal 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 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 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.
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 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.
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 05 years from 1st March '22 to 28 February '27. It will automatically expire on 28 February '27 unless renewed for a further period of 05 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 Agreement in the event it is found that First Party



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 the 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 Agreement shall be effective unless and until it shall be reduced to writing and signed by both the parties thereto i.e., Director for the First Party and the Center 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
 - (iii) when sent by confirmed facsimile; or
 - (iv) 5 days after the date sent by certified or registered mail, postage prepaid, return receipt requested, and when sent by electronic mail, addressed as follows:

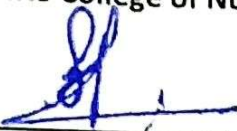
The Principal,
ITM-IHS College of Nursing,
New Panvel Flyover, New Panvel, Sector 12,
Plot No. 11, Near Ayappa Temple,
Navi Mumbai, Maharashtra 410206

The Chief Executive Officer,
Apollo Hospitals - Navi Mumbai
Plot # 13, Parsik Hill Road, Off Uran Road,
Sector 23, CBD Belapur, Navi Mumbai,
Maharashtra 400614
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 Agreement and both counterparts shall constitute but one and the same agreement.




IN WITNESS, WHEREOF BOTH THE PARTIES HAVE EXECUTED THIS MEMORANDUM
OF UNDERSTANDING ON THE DATE AND PLACE FIRST MENTIONED HEREINABOVE

For,
ITM IHS College of Nursing


DIRECTOR, ITM-IHS



For,
Apollo Hospitals Enterprise Limited


CEO, Apollo Hospital- Navi Mumbai

WITNESS:

Name: Mrs Meenal Rane
Principal, ITM-IHS College of
Nursing

Signature


ITM IHS College of Nursing
New Panvel

PRINCIPAL
ITM-IHS College of Nursing
Plot No. 11, Sector-12, New Panvel,
Raigad - 410 208.

Name: Mrs Sneha Vaidya
Director – Nursing Services,
Apollo Hospitals – Navi
Mumbai

Signature



Apollo Hospitals Enterprise
Limited

Dr. Sneha Vaidya
Nursing Director
Apollo Hospitals Enterprise Limited
13, Parsik Hill Road, Off Uran Road, Sector 23,
CL, Parelour, Navi Mumbai - 400 614.