M.O.U.
ASHOKA
HOSPITAL

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2023 ◐ 81AA 457869

TREASURY OFFICE NASIK

7 FEB 2024

STPHC ATO

AGREEMENT

This Hospital Affiliation Agreement (the "**Agreement**") is made and executed on 01 day of January 2024 at Nashik, Maharashtra, recording the understanding between the Parties mentioned below:

BY AND BETWEEN

GANPATRAO ADKE INSTITUTE/COLLEGE OF NURSING, NASHIK running and registered under the **SUKHDEO MAHIPAT MOREY PATIL PRATISTHAN** bearing **Reg. No. F 2900** having its office at Nashik, Maharashtra- 422001, India and represented by its Authorized representative, (hereinafter the "**Institution**" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its students, employees, successors-in-interest, representatives, nominees and permitted assigns) of the **FIRST PART**;

जोड पत्र-१

करता प्रतिज्ञापत्रासाठी (अनुच्छेद

प्रतिज्ञापत्र कोणाकडे सादर करावयाचे

प्रतिज्ञापत्रासाठीचे कारण

मुद्रांक विकत घेणाऱ्याचे नांव व

रहिवाशी पत्ता

अशोका हॉस्पिटल्स, नाशिक
अॅप्लिकेंट
गंगापूररोड मेडिकॉल्वर कॉलेज ऑफ नर्सिंग,
मनपाकॉलनी कंपाउंड, द्वारका, नाशिक

मुद्रांक विक्री बाबतची नोंद वही अनु. क्र./

दिनांक:

मुद्रांक विकत घेणाऱ्याची सही

क्र.म. १४८२७, दि. १३/२/२०२१
ए. बाबू सुकदेव जाधव

परवाना मुद्रांक विक्रेत्याची सही

श्री. भा. कुलकर्णी शाम डुप्लीकेटर्स

सी.सी. एस. सर्टिफि. लि. न. १४/११०६

AND

SAHRUDAYA HEALTH CARE PRIVATE LIMITED (CIN U85100TG2011PTC072383) a private company incorporated and registered under the Companies Act 1956 and having its registered address at H. No. 1-90/7/B/28, 30 & 59, Plot nos.5 to 11, Survey nos. 5 to 11, Survey no. 78, Patrika Nagar, Madhapur Village, Hyderabad, Telangana- 500081, India and running on of its hospital as "**ASHOKA MEDICOVER HOSPITALS**' at Nashik, represented by its authorized representative (hereinafter referred as "**ASHOKA MEDICOVER HOSPITALS**"/ "**HOSPITAL**" which expression shall wherever the context so permits or requires, shall mean and include its affiliates, successors-in-office, representatives, nominees, employees and permitted assigns) of the **SECOND PART.**

The Institution and **ASHOKA MEDICOVER HOSPITALS** wherever the context so requires shall be collectively referred to as the "**Parties**" and individually referred as the "**Party**".

WHEREAS,

1. The Institute is an educational organization running an educational/ nursing institution *inter alia* that provides courses on **P. B. B. SC. Nursing, General Nursing and Midwifery (GNM)**, which prescribes compulsory training that the students must complete as a part of their curriculum of the Institute and are approved by the state government and Indian Nursing Council.

2. **ASHOKA MEDICOVER HOSPITALS** is licensed in accordance with the Indian laws, inter alia provides healthcare services and operates a chain of hospitals in states of Andhra Pradesh and Telangana and Maharashtra.

3. The Parties for the mutual benefit for provide clinical experience for students enrolled in certain programs of the Institution. The Parties have agreed to the terms and provisions as set forth below:

NOW THEREFORE, in consideration of the mutual promises and covenants contained therein, the Parties hereby agree as follows:

A. **Purpose –** The purpose of this Agreement shall be to provide clinical experience to students enrolled in the various programs of Institution ongoing basis. The Agreement also envisages for scope of internship for the various course's nursing students to intern at **ASHOKA MEDICOVER HOSPITALS.**

B. **Interns and Internship:** The Institution shall provide students from their nursing courses to intern ("**Interns**") and all the clinical experience shall be provided at **ASHOKA MEDICOVER HOSPITAL**, located at 133, Near Indira Nagar Jogging Track, Indira Nagar Nashik Maharashtra - 422009 (the "**Hospital**"). Internship *alia* shall mean, where the nursing student shall get an opportunity to work or gain his/ her practical knowledge/experience in the Hospital or satisfy requirements for such required qualification.

C. **Term:** The term of this Agreement shall be effective for 1 year commencing from 01 January 2024 to 31 December 2024 (the "**Term**") unless earlier terminated by **ASHOKA MEDICOVER HOSPITALS.**

D. **Benefits:** The Parties herein agrees that the Hospital will provide comfortable accommodation, mess with canteen and maintenance facilities to the Interns.

E. **Duties and Responsibilities of the Interns:** The Parties hereby mutually agrees that the Interns shall abide and are *inter alia* required to perform the following duties and responsibilities:

1. Each Intern shall work in the general shift of the Hospital i.e. Morning, Evening;
2. Each Intern shall work 05 days a week;
3. All the Interns should diligently follow the training instructions given by the training head of the concerned department;
4. No nuisance shall be created by any of the Interns; and
5. Each of the Intern shall make his/ her attendance marked to the head of the Hospital so that a monthly attendance report can be send by **ASHOKA MEDICOVER HOSPITALS** to the Institution.

F. **Certification/ Experiences:** The specific clinical experience to be provided to students is described as follows:

1. Students will develop an ability to meet the basic health need of the patient with regard to nursing care and develop skills, for rendering effective patient care.
2. To describe the physical, mental and social adjustment required of a sick individual and family.
3. To carry out basic nursing techniques and care with the application of sound scientific principles.
4. To develop skills in assessment, planning, implementation and evaluation of nursing care to the patients.
5. To explain the concept of Comprehensive nursing care and to develop Nursing skills in observation, recording and reporting.
6. To develop effective communication and good interpersonal relationship with the patient and also to develops and enhance various Laboratory Skills.

G. **Discipline** – The Institution ensures that while enrolled in clinical experience at **ASHOKA MEDICOVER HOSPITAL**, the students/ interns (and faculty, if applicable), will be subject to applicable policies of the Institution and **ASHOKA MEDICOVER HOSPITAL**. However, the Hospital may immediately remove the Intern from the Internship, if any student/ intern posed to be an immediate threat or danger.

H. **Specific Responsibilities** - Institution shall be solely responsible for the selection of students/ interns to be placed at the **ASHOKA MEDICOVER HOSPITAL** for Internship for the term of this Agreement.

I. **Mutual responsibilities, representation and warranties** - the Parties shall co-operate to fulfill the following mutual responsibilities:

1. Each Party shall comply with all federal, state and municipal laws, advice rules and regulations which are applicable to the performance of this Agreement (if desired, a list of the checks to be run, along with the disqualifying criteria of the Affiliate can be referenced and affixed as an Addendum.)

2. The Institution's students shall be treated as trainees/ interns, who shall have no expectation of receiving compensation or future employment from the Hospital or the Institution.
3. Any courtesy appointments to faculty or staff by either the Institution or the Hospital shall be without entitlement of the individual to compensation or benefits from the appointing party.

4. The delay or failure of performance by either Party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.

5. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the Parties.
6. Both the Parties represents that they are fully authorized to enter into this Agreement. The performance and obligation of either Party will

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5. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the Parties.
6. Both the Parties represents that they are fully authorized to enter into this Agreement. The performance and obligation of either Party will

not violate or infringe upon the rights of any third party or violate any other agreement between the Parties. The Institution shall always be solely responsible for the conduct of the Interns and shall ensure that there is no nuisance or untoward incident, or negligence caused on account of its Interns. Any claim of whatsoever nature of the Interns shall solely lie against the Institution.

J **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India and courts at Nashik, Maharashtra shall have exclusive jurisdiction over any disputes in respect of this Agreement.

K. **Confidentiality:** During the Term of this Agreement and the period thereafter, neither of the Parties shall disclose or allow to be disclosed any information that has been provided by either of the Parties in terms of this Agreement or otherwise to anyone except to its officers and employees and only to such extent as may be necessary for the performance of its obligations under this Agreement. For the avoidance of doubt, all medical reports, information relating to medical tests patient particulars and other information, whether written, oral or in any other form, furnished to the Interns by the Company shall be kept secret and confidential.

L. Limitation of Liability: Under no circumstances shall the Company be liable to the Institution or any third party for any damages resulting from any part of this Agreement.

M. Entire Agreement: This Agreement represents the entire understanding of the Parties with respect to its subject matter. Any and all prior discussion with respect hereto are merged into and superseded by the terms of this Agreement.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have affixed their signatures below.

Dr. PRAVIN R. GHOLAP
GANPATRAO ADKE INSTIOTUTE/COLLEGE OF NURSING NASHIK

Signature: _____
Name:

Date: 01/01/2024.

PRINCIPAL
GANPATRAO ADKE COLLEGE OF NURSING
NASHIK

ASHOKA MEDICOVER HOSPITAL, NASHIK

Signature: _____

Name:
On behalf of M/S. SAHRUDAYA HEALTHCARE PRIVATE LIMITED
Date: 01/01/2024.

कार्यादेश क्र.२३/२०१८

नाशिक महानगरपालिका नाशिक

फॉर्म 'सी'

सन १९४९ च्या दि बॉम्बे नर्सिंग होम्स रजिस्ट्रेशन ॲक्टच्या कलम ५ अन्वये दिलेले रजिस्ट्रेशन सर्टिफिकेट

दि बॉम्बे नर्सिंग होम्स रजिस्ट्रेशन ॲक्ट १९४१ अन्वये श्री. /~~श्रीमती~~ डॉ. सुशील रमणलाल पारख, सहृदय हेल्थ केअर प्रा. लि.चे अशोका मेडीक्वर हॉस्पिटल, प्लॉट नं. २,

येथील नर्सिंग होम /हॉस्पिटल/ मॅटर्निटी होम रजिस्टर केले असून सदरचे नर्सिंग होम/हॉस्पिटल/मॅटर्निटी होम चालविण्यास परवाना देण्यात येत आहे.



रजिस्ट्रेशन क्र : 1794

रजिस्ट्रेशन दि : 01/04/2021 ते 31/03/2024.

हॉस्पिटलसाठी	215	कॉट्स्
प्रसूतीसाठी	10	कॉट्स्
इतर रूग्णासाठी	——	कॉट्स्
~~अत्यावश्यक~~एकुण	225	कॉट्स्

ठिकाण : आय. टी. पार्क जवळ, नाशिक.

सर्टिफिकेट दिल्याचा दिनांक 16/6/2021

सदरचे सर्टिफिकेट चा कालावधी दिनांक ३१ मार्च २०२४ पर्यंत राहील.

उपरोक्त कालावधीत वेळोवेळी B.M.W. चे नुतनीकरण व अग्निप्रतिबंधकचे बी फॉर्म सादर न केल्यास सदरचे नोंदणी प्रमाणपत्र रद्द समजण्यात येईल.

16/6/21

आरोग्य वैद्यकिय अधिकारी

नाशिक महानगरपालिका, नाशिक

SAHRUDAYA HEALTHCARE PVT. LTD. ASHOKA MEDICOVER HOSPITAL REG. NO. 1794 NASHIK