

ଓଡ଼ିଶା ओडिशा ODISHA

MEMORANDUM OF UNDERSTANDING

K 346292

This Memorandum of understanding (herein after referred to as "MOU") is being made and executed at Bhubaneswar on 8th day of March, 2019 (Effective Date)

Between

IMS & SUM Hospital Under Siksha 'O' Anusandhan a registered Society, Plot No. 224, Dharma Vihar, Khandagiri, Bhubaneswar-751030, Odisha affiliated to Siksha 'O' Anusandhan University represented through its authorized signatory Prof (Dr.) Ajaya Kumar Jena, Medical Superintendent of IMS & SUM Hospital which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the **ONE PART**:

And

Institute of Health Sciences, a unit of Margdarsi a registered Society, Plot No.4/957, Chandaka Village, Chandaka, Bhubaneswar-754005, Odisha having its office at Plot No- N2/41, IRC Village, Nayapalli, Bhubaneswar-751015, represented through its authorized signatory Prof. Satyanarayan Mahapatra, Secretary (herein after referred to as "I H S" which expression shall unless repugnant to the meaning or context thereof also mean and include its successors and assigns of the **OTHER PART**:

Dr. Ajaya Kumar Jena
Medical Superintendent
IMS & SUM Hospital, BBSR

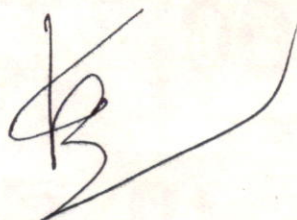
Satyanarayan Mahapatra
Secretary
Institute of Health Sciences
Bhubaneswar

3585

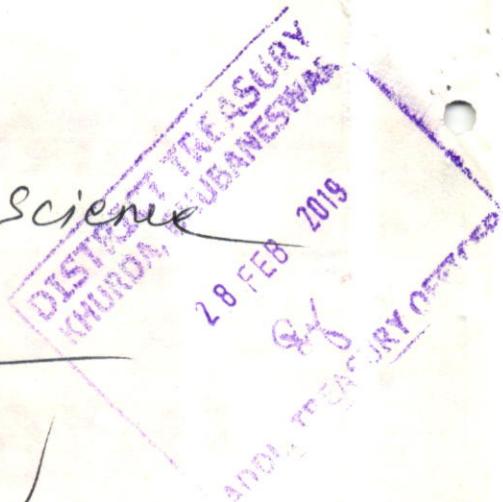
08-03-19

Institute of Health Science

Nayagol



K.C. Barik
STAMP VENDOR
RUBANESWAR



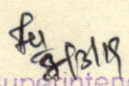
IMS & SUM Hospital and I H S referred to individually as a "Party" and jointly as "Parties" wherever the context so admits.

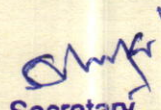
WHEREAS:

- A. The IMS & SUM Hospital is a Medical College with its Teaching Hospital, Sum Hospital Having super specialty and ultra modern hospital of the state of Odisha and all modern facilities for diagnosis and treatment of various diseases.
- B. The I H S, a unit of Margdarsi, is a pioneer in man power development, Rehabilitation training in the disability sector of Eastern India at Bhubaneswar, Odisha providing BASLP & BPT Courses.
- C. IMS & SUM Hospital and I H S acknowledging mutual consideration, desire to enter into an arrangement on the following basic terms and conditions.
- D. The I H S desires to avail Practical/Clinical Training/Internship posting for its students of BPT (4½ yrs) regulated under H & FW Department, Govt. of Odisha and affiliated to Utkal University, Vani Vihar, Bhubaneswar-751004.

NOW THIS MOU WITNESSETH AND THE PARTIES HERE TO HEREBY AGREE AND UNDERTAKE AS UNDER:

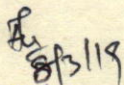
1. I H S are interested to enter into this MOU for the purpose that IMS & SUM Hospital shall provide Clinical, Practical training to the 4th & 6th Semester BPT students (Candidates) of the I H S at their hospital at Bhubaneswar & to avail the infrastructure facilities, opportunities of utilizing/ engaging the faculty member on the subjects as per course curriculum stated. Considering the aforesaid proposal the IMS & SUM Hospital has agreed to provide the said facilities to I H S and accordingly is desirous of entering into MOU to record the terms & conditions as agreed by both.
2. The MOU shall be operative for a period of 4 (Four) year viz. from March, 2019 till February, 2023 subject to its renewal on the sole

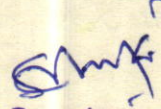

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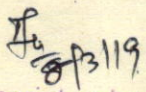
discretion of IMS & SUM Hospital on mutually agreed terms and conditions.

3. The I H S shall pay an interest free refundable security deposit of Rs.50, 000/- (Rupees Fifty Thousand) vide Cheque No. 122781 dated 01.03.2019 only to the IMS & SUM Hospital on the date of signing of this MOU and the same shall be refunded by IMS & SUM Hospital to I H S upon the expiry or earlier termination of this MOU, subject to deduction for any loss, damage or financial implication caused by the candidates (if any). However if the amount of losses or sustained by IMS & Sum Hospital during the tenure of MOU or thereafter exceeds the amount of security deposit, then it shall be borne by the I H S.
4. The I H S shall pay the training fees of Rs.6, 000/- (Rupees Six Thousand) only per candidate per year to the IMS & SUM Hospital in advance prior to the initiation of the training session.
5. The I H S shall pay the internship fees of Rs. 10,000/- (Rupees Ten Thousand) Only per each intern for the total- internship period to the IMS & SUM Hospital in advance prior the commencement of the internship.
6. The I H S shall pay Rs.700/- (Rupees Seven Hundred) per hour of class to the IMS & SUM Hospital only towards remuneration of faculties for each batch of BPT Students prior to the commencement of Clinical-practical training which will be paid to the faculties by IMS & SUM Hospital on hour basis classes as per the agreeable price to be taken by them in form of cheque directly after completion of each batch as per course curriculum. I H S have furnished the subjects and hours of classes of each topic to be taught to IMS & SUM Hospital.
7. The training provided by the IMS & SUM Hospital to the candidates of I H S shall include:


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- a) Observational Training in different Words/Units/Specialty areas of IMS & SUM Hospital that includes Surgery, Medicine, Anatomy, Orthopedics, Neurology, Neurosurgery, Emergency wards, ICU/ICCU/NICU.
8. The IMS & SUM Hospital reserves the right to decide the number of candidates to be taken by it in a batch for the purpose of the training and I H S shall abide by it.
9. The training programme shall commence as per course curriculum on receipt of the list of students in batch / batches as per convenience of the IMS & SUM Hospital. The routine and timing of training will be decided mutually with HOD Physiotherapy and programme Head of I H S under approval of medical Superintendent.
10. The candidates of I H S shall strictly follow during the training period:-
- a. They shall report to the HOD, Department of Physiotherapy academically who will co-ordinate different department doctors, instructor for the clinical & practical training, but they shall be reporting administratively to the Medical Superintendent of the IMS & SUM Hospital.
 - b. They shall strictly abide by the rules & regulations of IMS & SUM Hospital.
 - c. They shall maintain proper uniform provided to them by I H S during the training period.
 - d. They will not communicate or directly serve the patient of the IMS & SUM Hospital in the absence of any medical staff of the IMS & SUM Hospital.
 - e. They shall come in contact with the patients of the IMS & SUM Hospital only when guided by the staffs or instructors of the IMS & SUM Hospital.
 - f. They shall not talk to patient on any treatment matters, issue any prescription for any medical opinions etc.
 - g. They shall maintain proper discipline basic behavioral etiquettes.

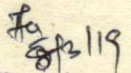

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- h. They shall not damage or mishandle the equipments, facilities and infrastructure of the IMS & SUM Hospital.
 - i. They shall bear their own transportation/conveyance expenses.
 - j. They shall maintain proper confidentiality regarding the treatment & diagnosis and other information of the patients of the IMS & SUM Hospital as well as of the institution.
11. The I H S shall indemnify and hold IMS & SUM Hospital harmless & free from any and all claims, demands, lawful action, suits or proceedings, liabilities, losses, costs, expenses (including legal fees) or damages asserted against IMS & SUM Hospital by the contest winners or any third party arising out of I H S or its candidate's actions.

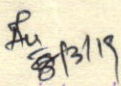
Or omissions:


- i. In connection with the damage caused due to mishandling of equipments/facilities/infrastructure of the IMS & SUM Hospital.
 - ii. Any material breach of the terms of this MOU.
 - iii. Any damage or legal action against any bodily injury, disease, error, patient's dissatisfaction, death and any health hazards of the patients of the IMS & SUM Hospital that may arise due to wrong communication or action of the candidates of I H S.
 - iv. Any claims by the government regulatory agencies for fines or other remedies arising from or in connection with I H S Failure to comply with its regulatory/legal requirements and compliances.
 - v. Any claims occurring on account of misconduct, negligence or wrongful act of omission and commission of the candidates of the I H S
 - vi. Any legal action what so ever brought against I H S or its candidates due to its own fault.
12. During the term of this arrangement and thereafter, any confidential information received by other part, under and by virtue of this arrangement, shall be maintained in the strictest confidence and trust.


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13. That either of the party are entitled to terminate the agreement at any time during the term of lease agreement upon serving 1 (One) month advance notice in writing to the other and on completion of the said notice period this Agreement shall stand terminated.
14. The IMS & SUM Hospital makes no representation or warranty as to accuracy, completeness, condition permanence, no infringement, suitability or performance of the information or materials, and discloser shall have no liability what so ever to recipient or any other party resulting from its use or reliance upon the information and materials.
15. The parties are independent, and nothing contained in this agreement shall be construed to constitute a partnership, joint venture, co- ownership or otherwise between the parties or as participation in a joint or common undertaking of the parties.
16. Any notice or other communication that may be given by one party to the other shall always be in writing and shall be served either by (a) hand delivery duly acknowledged; or (b) sent by registered post with acknowledgement due; or (c) by Courier at the respective address set out herein below. Any subsequent change of address shall be communicated by one party to the other in writing at the earliest.
1. IMS & SUM Hospital, Sector-K-8, Kalinga Nagar, Bhubaneswar-751003, odisha.
2. Institute of Health Sciences, N2/41, IRC Village, Nayapalli, Bhubaneswar-751015.
17. If one or several of the foregoing provisions are or become invalid, the validity of the remaining provisions shall not be affected thereby. The valid provision shall be replaced by a valid or practical one that achieves to the maximum extent possible the purpose of the invalid or impractical provision.


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18. This MOU shall not be amended, assigned or transferred by either party without the written consent of the other party.

19. This MOU will be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Bhubaneswar. It is hereby agreed by and between the parties here to that for the enforcement of the rights of one party against the other or any third party claim (s) under this MOU, the courts at Bhubaneswar shall have the exclusive jurisdiction in this regard.

20. This agreement supersedes any prior agreements and undertakings between each of the parties with respect to confidential information supplied to each other and is the complete agreement of the parties in relation to the subject matter of this agreement.

IN WITNESS WHERE OF, the parties have caused this MOU to be executed by an authorized representative as an instrument under seal effective as of the "Effective Date" specified above.

For & on behalf of:
IMS & SUM Hospital (Siksha 'o' Anusandhan)

For & on behalf of:
Institute of Health Sciences
(A unit of Margdarsi)

Le - 03/11/19
Authorized Signatory
Medical Superintendent
IMS & SUM Hospital, BBSR

SW
Secretary
Secretary
Institute of Health Sciences
Bhubaneswar

WITNESSED:

Chhotapati
PRO

WITNESSED:

Santay Kumar Nayak